

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

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

550 North 800 West  
West Bountiful, Utah 84087

Phone (801) 292-4486  
FAX (801) 292-6355  
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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 SPECIAL MEETING  
AT 7:00 PM ON MONDAY, MARCH 26, 2018 AT CITY HALL, 550 N 800 WEST**

### **Work Session at 7:00 pm**

Presentation and discussion with Mr. Jeff Wilkinson regarding side yard setbacks and carports.

### **Regular Meeting at 7:30 pm**

*Invocation/Thought – Mark Preece; Pledge of Allegiance – James Bruhn*

1. Approve the Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Final Plat for High Gate Estates Subdivision Between 1100 West and 1450 West south of Mill Creek Canal.
4. Consider First Amendment to the Development Agreement between Kinross Estates, LLC, The Thomas & Jeanette Williams Family Trust, and West Bountiful City.
5. Consider Award of 640 West Project to Staker Parson Company for \$268,507.
6. Consider Resolution 434-18, A Resolution Suspending Excavation Restrictions for Portions of 640 West.
7. Consider Resolution 430-18, A Resolution Approving the Conditional Sale Agreement with Yamaha Motor Finance Corporation and Authorizing the Execution and Delivery of Twenty Golf Cars.
8. Consider Arbor Day Proclamation for April 3, 2018
9. Police Report.
10. Public Works/Engineering Report.
11. Administrative Report.
12. Mayor/Council Reports.
13. Approve Minutes from the March 6, 2018 City Council Meeting.
14. Executive Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
15. Adjourn.

Those needing special accommodations for the meeting can contact Cathy Brightwell at 801-292-4486 24-hrs 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 March 22, 2018.*

# MEMORANDUM



**TO:** Mayor and City Council

**DATE:** March 20, 2018

**FROM:** Ben White

**RE:** High Gate Subdivision Final Plat

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Onion Patch Securities, LLC is requesting final plat approval for a residential subdivision consisting of 27 1-acre lots and one half-acre commercial parcel on land they own between 1100 W and 1450 W south of the Mill Creek canal.

At their meeting on January 9, 2018, the planning commission made a positive recommendation to city council for final plat approval. This memo (A) briefly summarizes unique characteristics of this subdivision, and (B) lists required items necessary prior to a plat being recorded.

If the city council is satisfied that the subdivision as presented meets requirements of West Bountiful Municipal Code, a motion to approve the final plat would appropriate. Any motion for approval should specify:

- The required items under Section B
- An option under Section A (1)
- An option under Section A (2)
- An option under Section A (3)
- A requirement that if the HollyFrontier waste line is abandoned prior to street construction, it be removed from street right-of-way – Section A (10).

## Section A – Subdivision Details

1. 1100 West Access/Additional 60 Feet of Road Right-of-Way: The principal entrance to the development will be off 1100 West at approximately 100 South, and it is approximately 800' long. A typical road right-of-way would be fifty feet wide, but the land parcel is 110' wide. There are three ways to address the additional 60':
  - a. Deed it to the adjoining property owner. This option was rejected by the developer. It is unlikely that the adjoining property owner (HollyFrontier) would maintain the landscaping to an acceptable standard.
  - b. Create open space parcels similar to Jessi's Meadows. However, WBMC 16.12.060.H. reads *"All remnants of lots below minimum size left over after the subdivision of a large track must be added to adjacent lots rather than allowed to remain as unusable parcels."* Adding a strip of land 800 feet long to an adjoining lot was not a feasible option.
  - c. **RECOMMENDED:** Include the extra width in street right-of-way. There is not a restriction on a maximum right-of-way width. Under this scenario, the landscaping in the right-of-way will

be maintained by the H.O.A. Staff also recommends a six-foot-wide sidewalk along only one side of this section of road rather than a four-foot-wide sidewalk on both sides. An entry landscape island is proposed to be constructed in the middle of the street near the 1100 West intersection and is also to be maintained by the H.O.A.

2. 1450 West Access/Additional Land: There is also “extra” property on the east side of the proposed 1450 West extension and just west of the westerly most Mill Creek Meadows lot, similar to what is described above; however, in this case the developer has made a request that staff believes is not consistent with city code:
  - a. Request: The developer would like to keep this “extra” land as a parcel and not street right-of-way if the city council would agree to consider it a “usable parcel”. Having the land as a “parcel” and not “street right-of-way” simplifies the ability to deed the property or change the use in the future. (The same is true for the property described above).
  - b. **RECOMMENDED**: Like the 1100 W situation, staff does not believe that city code allows for a remnant parcel. It can either be included as right-of-way or combined with a usable lot in the adjacent subdivision.
3. Storm Drain Construction: An existing storm drain culvert under 1100 West collects storm water from the east side of 1100 West and has historically discharged into a ditch on the developer’s property. The developer does not believe he should be burdened with the cost to construct a storm drain pipe for storm water that was created outside his property boundary. The developer is requesting the city participate with the storm drain construction cost for a storm drain pipe in the 850 foot long access road off 1100 West (as described in Item #1). The request is for \$56,700. Four options to consider include:
  - a. While staff sympathizes with the developer in relation to the longer than normal entrance road into the development (and hence a long pipe), staff believes that development standards require that missing public improvements in new street right-of-way is the responsibility of the developer, and that city standards require a pipe. In this case, the developer would be fully responsible for the storm drain cost.
  - b. Allow the storm drain to continue in an open ditch (which may now be in street right of way) and be maintained as by the H.O.A. as part of the landscaping.
  - c. Agree to contribute \$56,700 toward the cost of the storm drain pipe. By way of reference, the development will result in \$57,240 from storm drain impact fees.
  - d. Agree to contribute a portion of the costs. There is second drainage entering the property about midway along the access road. The city could agree to contribute to the cost of the improvements east of this location which approximately half the cost of the requested amount.
4. The Mill Creek canal is included in this subdivision along much of the northern border by way of an easement. As a result, each lot owner along the canal will own a portion of the creek. There is nothing in city code that prevents this.
5. In return for other contributions by the developer, Davis County Public Works has agreed to allow a direct storm water discharge into the canal.
6. The developer owns a large parcel of land west of this development. The South Davis Sewer District has agreed to extend a sewer main due west and connect to an existing sewer main coming from Woods Cross. This sewer line will benefit future development as well as eliminate the need for a sewer lift station.

7. 1450 West street will extend to the southern development boundary with a temporary vehicle turnaround.
8. There is a 0.5 acre parcel at the south end of the road that is approved for commercial use only (not residential) – Lot A as shown on the plat. It is in the B-U zone and less than the one-acre minimum required for residential use, but this zone does not have a minimum size for commercial parcels.
9. The developer will construct 1450 West the full street width including curb and sidewalk on both sides of the road, except for the area between Lot A and Lot 25 where the developer does not own adjoining property – this section includes only street and curb (not sidewalk). The future developer of that area will need to deed land for and construct the sidewalk.
10. A HollyFrontier wastewater drain line runs through the development. The Sewer District and HollyFrontier are discussing intercepting and rerouting the flow in 1100 West. The result is that the line through the development may be abandoned in the future. If it is abandoned prior to street construction, staff is recommending that the pipe be removed through proposed street right-of-way.
11. Mr. Jack Williams owns the property to the south of the development. He has expressed a desire for street access. The development will provide access to the Williams property at the west end (1450 W) and at the east end of Lot 14 where the right-of-way aligns with the south property boundary.
12. Lot 26 is a legal lot with frontage on Wellington Ave. An access easement is provided along the north Lot 27 lot line in case the owner of Lot 26 does not want to construct a bridge across the canal.
13. Lot 6 contains property on the north side of the canal that will be difficult to access. A future request seems likely to modify this plat and the Mill Creek Meadows plat to transfer this land.
14. CCRs have been prepared for the development. They include the provision that the H.O.A. maintain the landscaping and sidewalks not fronting lots (entry ways). It also states that changes cannot be made without City approval.

### **Section B – Remaining Necessary Items**

There are items remaining which must be addressed prior to plat recordation.

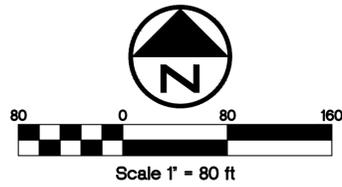
- A. Provide a title report with no objectionable entries;
- B. Payment of storm water impact fees;
- C. Post the appropriate improvement bonds;
- D. Execute an improvement agreement with the city;
- E. Execute a development agreement which includes the landscape maintenance requirements;
- F. Deed water rights to city or payment in-kind;
- G. Minor clarifications on engineering drawings.

# HIGH GATE ESTATES SUBDIVISION

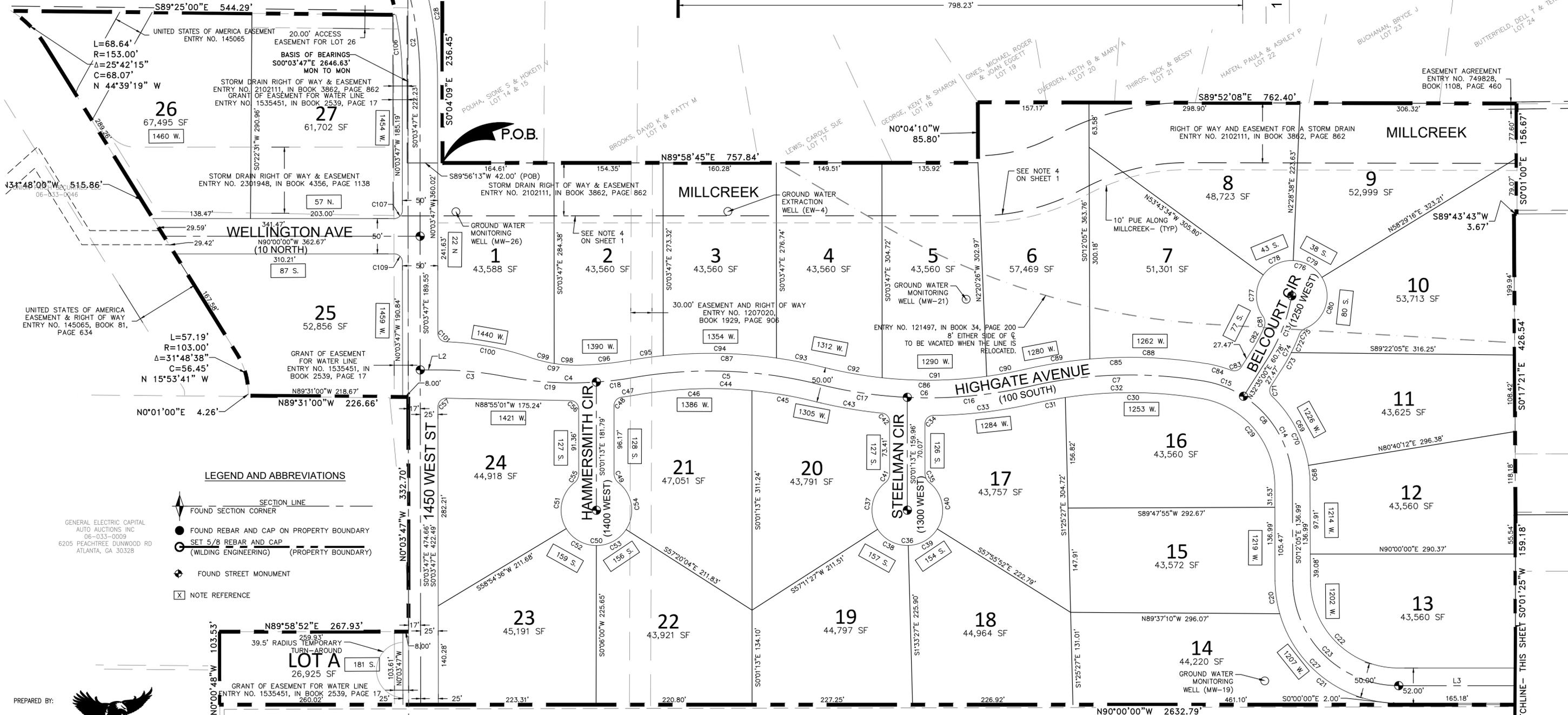
LOCATED IN THE SOUTH HALF OF SECTION 23,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
FINAL PLAT

## LEGEND

- SECTION LINE
- FOUND SECTION CORNER
- SET 5/8 REBAR AND CAP (BOUNDARY LINE) (WILDING ENGINEERING)
- PROPOSED CENTERLINE
- STREET MONUMENT TO BE SET
- ADJACENT PROPERTY / ROW LINE
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- XXXX W. PROPOSED LOT ADDRESS
- PROPOSED EASEMENT
- PROPOSED BUILDABLE AREA



JONES, ALBERT & CANDICE  
06-033-0061  
1807 WEST MOJAVE DR  
SALT LAKE CITY, UT 84116



### LEGEND AND ABBREVIATIONS

- SECTION LINE
- FOUND SECTION CORNER
- FOUND REBAR AND CAP ON PROPERTY BOUNDARY
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING) (PROPERTY BOUNDARY)
- FOUND STREET MONUMENT
- NOTE REFERENCE

GENERAL ELECTRIC CAPITAL  
AUTO AUCTIONS INC  
06-033-0009  
6205 PEACHTREE DUNWOOD RD  
ATLANTA, GA 30328



SOUTH QUARTER OF SECTION 23,  
TOWNSHIP 2 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

Participation request

West Bountiful City

1100 W storm water run-off

As we have started to move some of the debris on the parcel to prep for the construction. It was brought to our attention by city staff that there was a storm water run-off culvert running under 1100 west bringing water run-off from 1100 west to the west side of the street. After meeting with City staff on site we discovered that in fact there was a pipe approx. 12" in diameter, but it ended at that. It looks as though many many years ago a pipe was put in and that was it. The water would just slowly run to the west and eventually percolate and evaporate. Because no easement was ever obtained and no piping extended to drain the water to the west. It is our desire to work with the city to help solve the issue

The city Staff has made the request/requirement that we include this pipe into our development (that will eventually be deeded to the city) and eventually our storm water system. As we were still in the design and engineering phase of our project we have been able to design it into our system. However, this improvement comes to us at an additional expense. Based upon preliminary estimates from 3 different contractors we see this improvement adding and additional \$56,700.00 to the project. With this letter we ask for the city to participate in the form of waiving impact fees or other fees associated with Highgate development. Given that there is no money to be exchanged we felt that this request serves in the best interest of the city and developer.

As we collaborated with City staff on how to best deal with this issue. Jointly we came up with a few options.

1. Leave the pipe as it is and create and open ditch allowing for the storm run-off to run to the west. This is not the preferred option for both city staff and developer. As city staff would be burdened with maintence of said ditch. This would also make for a breeding ground for mosquitos and an attractive nuisance for children.
2. This is the preferred option by both city staff and developer alike. As mentioned above to include it into our development and run it through our storm water system.

It is our desire to work with the city to help solve this issue and bring the infrastructure on 1100 West up to current standard making 1100 West a more walkable and friendly section of road.

We kindly thank you for your careful consideration on this matter and we look forward to working with city staff and the community in this wonderful city of West Bountiful.

# MEMORANDUM



**TO:** Mayor and City Council

**DATE:** March 21, 2018

**FROM:** Ben White

**RE:** Kinross Development Agreement 1<sup>st</sup> Amendment

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In January 2018, the city council approved the Kinross PUD and accompanying development agreement for a 34-lot development on the southeast corner of 1100 West and Porter Lane. During the final plat process, the developer has identified a serious new issue related to secondary water, and a few other issues that he believes will contribute to the success of the development. If the city council is amenable, staff believes the best way to address these issues is through an amendment to the current development agreement.

The March 26<sup>th</sup> city council agenda includes a proposed amendment to the development agreement for the following items:

1. **Secondary Water – Excavation Restriction Waiver:** While completing the final design, Weber Basin informed the developer that the nearby existing irrigation pipes do not have adequate capacity. Weber offered three options: (A) Construct a new pipe in portions of Porter Lane starting near I-15; (B) Construct a pipe along the Prospector Trail beginning at Pages Lane; or (C) Construct a new pipe in 1100 West beginning at Pages Lane.

The developer desires option C, as it appears to be the least costly and does not involve acquiring difficult easements from private parties (including UTA). The proposed amendment includes a waiver of the current excavation restrictions on 1100 W to make this option feasible. Staff believes that the value to the community of the secondary water line, along with this being an unforeseen issue when 1100 W was last overlaid, are sufficient justification to grant the waiver.

2. **Building Materials:** Paragraph 2.2(B) of the CCRs list masonry board, stone and brick as the approved exterior materials. The house designs that were submitted as part of the PUD clearly show the use of stucco as a commonly used exterior material. The requested amendment would permit the use of stucco as an acceptable material with a 40% maximum limitation of its use on the front elevation of a house.
3. **Porter Lane Building Permits:** There are four proposed lots with street frontage on Porter Lane. Paragraph 6.d(2) requires the street surface for the entire subdivision to be constructed prior to issuing a house building permit. The requested amendment is to allow three model homes to be constructed on lots with Porter Lane frontage while the other subdivision streets and utilities are being constructed.
4. **Drainage Plan:** The approved drainage plan includes a pipe entering the detention basin through developed lots. The revised drainage plan keeps the pipe in city streets. Public Works prefers the proposed design over the previously approved design.

**FIRST AMENDMENT TO  
DEVELOPMENT  
AGREEMENT**  
*Kinross Estates*

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("*Amendment*") is made and entered into effective March \_\_\_\_\_, 2018 (the "*Effective Date*"), by and between **KINROSS ESTATES, LLC**, a Utah limited liability company (the "*Developer*"); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the "*City*").

**RECITALS**

**A.** The parties entered into a Development Agreement dated February 22, 2018 ("*Agreement*"). Under the Agreement, the City granted Developer certain rights to develop approximately 23.01 acres of real property at approximately 940 West Porter Lane, West Bountiful, Utah, as a Planned Unit Development ("*PUD*") pursuant to Chapter 17.68 of the West Bountiful Municipal Code, as amended (the "*Code*"), under the name of "*Kinross Estates*" (the "*Subdivision*").

**B.** The parties would like to clarify certain architectural standards in Section 2.2(b) of the CC&Rs (as defined in the Agreement). They have determined that it would be in their mutual interest to amend the Agreement to clarify the standards for exterior materials on the front facades of dwellings in the Subdivision.

**C.** Prior to the full completion of the development improvements, the Developer requests permission to build three homes along Porter Lane on lots 1, 2 and 3 of the Property.

**D.** The Developer would like to make changes to the Subdivision's Drainage and Grading Plan (Exhibit 3 to the CC&Rs and Exhibit E to the Agreement).

**E.** Currently there exists a five-year moratorium on road cuts in 1100 West Street as a result of an overlay constructed for the Olsen Ranch Subdivision in 2016. Pursuant to Code Section 12.08.040, Exceptions to Excavation Restrictions, Hamlet would request permission to install upgrades to the Weber Basin Water Conservancy District secondary water system in 1100 West, which will require road cuts in a section of 1100 West. This is required because of the unanticipated need to extensively upgrade the Weber Basin system to serve both Kinross Estates and other properties along 1100 West.

**F.** The City finds that suspending excavation restrictions for a portion of 1100 West Street sufficient to install upgrades to the Weber Basin system for the Subdivision is in the City's best interest.

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

1. **AMENDMENT OF ARCHITECTURAL STANDARDS.** The second to last sentence of Section 2.2(b) of the CC&Rs (Exhibit D to the Agreement) is hereby replaced with the following: “Permitted exterior materials shall include fiber cement siding, brick, either natural stone or cultured stone, and stucco. No more than forty percent (40%) of the front elevation of a house shall be stucco.”
2. **AMENDMENT OF BUILDING PERMISSION.** Section 6. CONSTRUCTION of the Agreement is hereby amended to add the following: “(D)(5) Subject to the provisions of this subsection and the issuance of building permits, the City hereby grants Developer permission to build three homes along Porter Lane on lots 1, 2 and 3 (collectively, the “*Lots*”) before all of the Improvements have been completed. Permission is granted provided that there is operational water in fire hydrants located within 300 feet of each of the Lots and with the understanding that the City will not issue use and occupancy permits until all Improvements surrounding these lots have been substantially completed.”
3. **AMENDMENT TO REPLACE EXHIBIT.** Exhibit 3, Drainage Plan, to the CC&Rs (Exhibit D to the Agreement) and Exhibit E to the Agreement are hereby replaced with the revised Drainage Plan attached as **Exhibit 1**.
4. **PERMISSION FOR ROAD CUTS IN 1100 WEST.** The excavation restrictions imposed by Section 12.08.030 of the Code and the associated increased fees (Section 12.08.040.B) for 1100 West Street between 1600 North and 2200 North are suspended for utility work associated with secondary water lines for the Subdivision until December 31, 2019. The provisions of Section 12.080.040.C of the Code remain in effect.
5. **MUTUAL RELEASE.** The parties mutually release, acquit, and forever discharge each other and their respective officers, employees, agents, attorneys, successors and assigns, of and from all claims, damages, costs, expenses, attorney fees, or compensation whatsoever, whether past or present, at law or in equity, known or unknown, arising on or before the Effective Date, including those arising out of or connected with the Property, the Subdivision, the PUD, the Agreement, or the City’s interpretation or enforcement of the Code, including with respect to inspection fees and other fees. The parties represent and warrant that they have not previously assigned or transferred any claim released under this Amendment. Notwithstanding any provision of this Amendment to the contrary, the parties expressly reserve (a) all claims arising out of their respective obligations under this Amendment, and (b) all claims and defenses they may have as against third parties.
6. **EFFECT OF AMENDMENT.** The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

*(Remainder of page intentionally left blank.)*

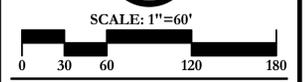


**EXHIBIT 1**

*Drainage Plan*



3980 S. 700 E., # 22 Salt Lake City, UT 84107  
(801) 201-7494 www.edmlc.net



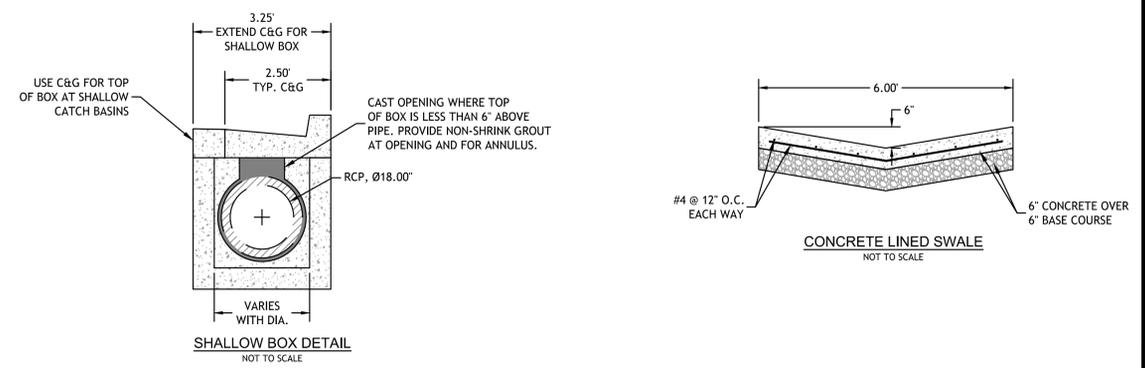
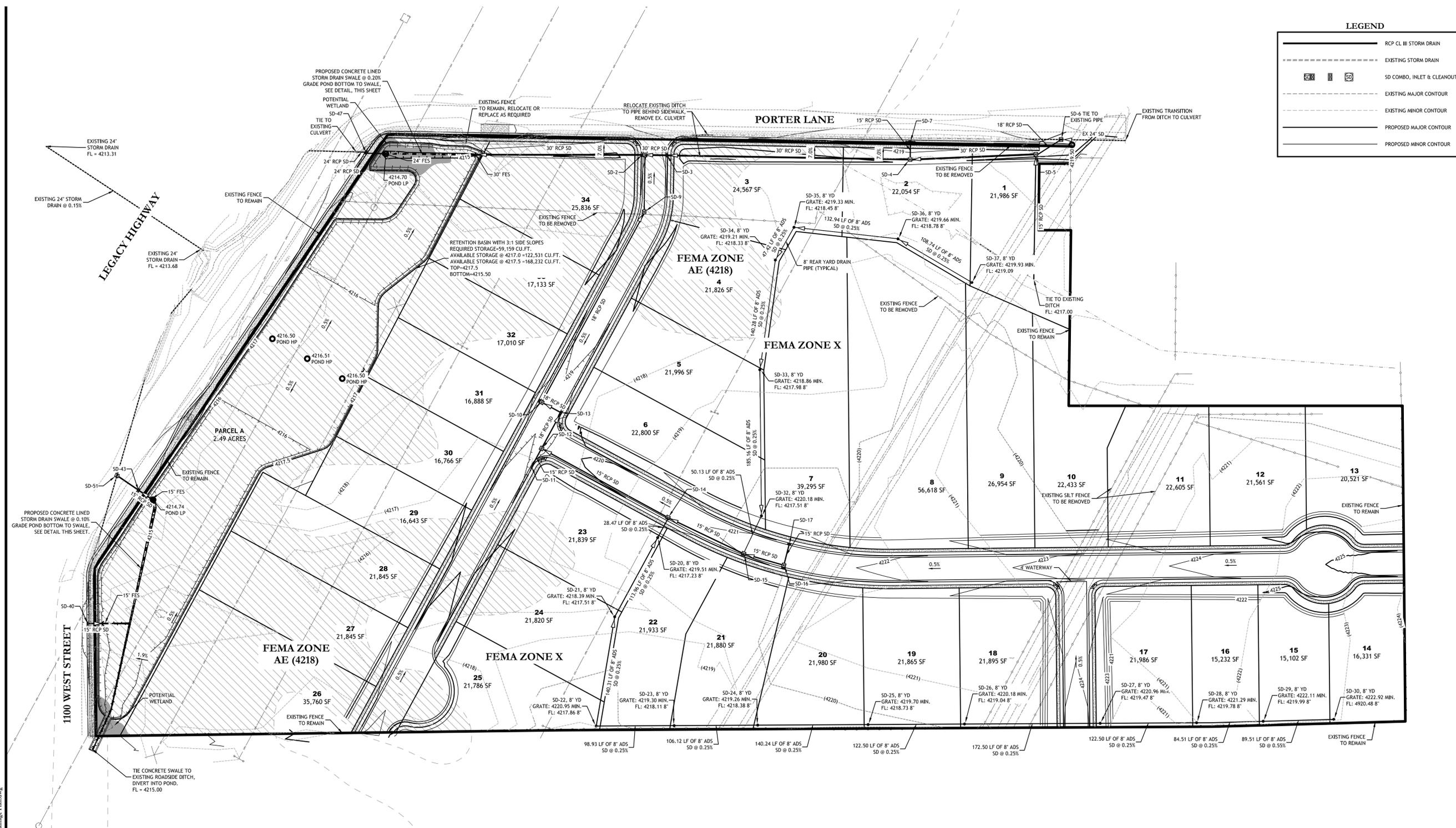
DEVELOPER:  
Hamlet Development  
308 East 4500 South, Suite 200  
Murray, UT 84107  
801-281-2223



- NOTES:
- All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
  - All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
  - All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
  - All private improvements shall conform to APWA standards and specifications.
  - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

LEGEND

	RCP CL III STORM DRAIN
	EXISTING STORM DRAIN
	SD COMBO, INLET & CLEANOUT
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR



NOTE: THE SHALLOW BOX DETAIL SHALL BE USED WHEN COVER OVER PIPE IS LESS THAN 18".



### Kinross Estates

#### Overall Grading & Drainage Plan

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: March 16, 2018  
SHEET NUMBER:

# O-3

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# MEMORANDUM



**TO: Mayor and City Council**

**DATE: March 21, 2018**

**FROM: Ben White**

**RE: 640 W-1250 W Bicycle and Pedestrian Access Project - Notice of Award**

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The city received bids from seven contractors for the bicycle and pedestrian access project along 640 West from 2370 North to 75 North in Centerville. **Staff is recommending the City Council accept Staker Parson Companies' bid as the recommended lowest responsible bidder for a dollar amount of \$268,507.**

## Scope

Once this project is complete, there will be sidewalk from Porter Lane to Parish Lane, along with consistent 48' bike lanes along both shoulders. The project includes:

- In Centerville, road widening on the east side with new curb and sidewalk.
- In West Bountiful, from approximately 2370 N to the city boundary, new curb and sidewalk, along with road replacement and widening necessary for proper drainage.
- An asphalt overlay on 640 West from 2370 North to Porter Lane (outside of grant funding).
- Though outside of this award, staff has also directed Rocky Mountain Power to install a street light near the city boundary where a crosswalk will also be painted.

## Funding

Funding for this project includes grants from the Utah Transit Authority (UTA), Davis County, and West Bountiful City streets funds, as follows:

- UTA – up to \$160,000, currently allocated as \$52,000/Centerville and \$86,000/West Bountiful. The remaining funds will likely be used for other bus stop improvements in the two cities.
- Davis County - \$110,000, currently allocated \$45,000/Centerville and \$65,000/West Bountiful.
- West Bountiful City Streets Funds - \$25,000 for overlay outside the scope of the grants.

## 640 West - 1250 West Bid Summary

Item No.	Description	Est Qty	Unit	England		Stapp		Staker		MC Green		Post Asphalt		ACME		Morgan	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	Mobilization	1	Lump Sum	22000.00	22,000.00	20900.00	20,900.00	5615.10	5,615.10	5370.00	5,370.00	5000.00	5,000.00	10620.00	10,620.00	8500.00	8,500.00
A2	Traffic Control	1	Lump Sum	4000.00	4,000.00	6900.00	6,900.00	7885.00	7,885.00	1350.00	1,350.00	500.00	500.00	1820.00	1,820.00	11000.00	11,000.00
A3	Clear and Grub Project Corridor	1	Lump Sum	6725.00	6,725.00	8000.00	8,000.00	3370.00	3,370.00	4490.00	4,490.00	12500.00	12,500.00	6810.00	6,810.00	6800.00	6,800.00
A4	Demolish Existing Asphalt Street or Driveway	86	Square Yd	20.25	1,741.50	6.00	516.00	9.15	786.90	12.63	1,086.18	12.00	1,032.00	6.30	541.80	16.75	1,440.50
A5	Demolish Existing Concrete Water Way and Curb	120	Square Yd	5.50	660.00	13.00	1,560.00	3.70	444.00	19.15	2,298.00	3.00	360.00	6.30	756.00	6.60	792.00
A6	Sawcut Existing Asphalt	562	Square Foot	3.00	1,686.00	3.00	1,686.00	1.55	871.10	1.10	618.20	1.00	562.00	1.10	618.20	1.25	702.50
A7	Asphalt Pavement Edge Milling 0"-4"	0	Square Yard	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A8	Grading	1	Lump Sum	6800.00	6,800.00	52000.00	52,000.00	2550.00	2,550.00	16246.00	16,246.00	1200.00	1,200.00	13400.00	13,400.00	4000.00	4,000.00
A9	6" Asphalt Surface and Base Materials	610	Square Yard	82.50	50,325.00	37.00	22,570.00	41.05	25,040.50	49.45	30,164.50	45.00	27,450.00	40.80	24,888.00	52.50	32,025.00
A10	2" Asphalt Overlay	0	Square Yard	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A11	3" Asphalt Driveway with Base	0	Square Yard	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A12	Type A Concrete Curb and Gutter	469	Lineal Ft	24.50	11,490.50	26.00	12,194.00	20.05	9,403.45	16.56	7,766.64	17.40	8,160.60	23.40	10,974.60	36.25	17,001.25
A13	4" Thick Concrete Sidewalk	2605	Square Foot	7.25	18,886.25	6.00	15,630.00	5.90	15,369.50	5.23	13,624.15	5.50	14,327.50	4.25	11,071.25	6.75	17,583.75
A14	6" Thick Concrete Sidewalk	300	Square Ft	8.00	2,400.00	8.00	2,400.00	8.15	2,445.00	6.84	2,052.00	7.20	2,160.00	5.30	1,590.00	18.75	5,625.00
A15	6" Concrete Drive Approach	0	Square Foot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A16	Road Base Driveway	0	Ton	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A17	ADA Ramp	3	Each	2600.00	7,800.00	1700.00	5,100.00	1645.00	4,935.00	1522.50	4,567.50	1600.00	4,800.00	1470.00	4,410.00	1290.00	3,870.00
A18	15" RCP Storm Drain	65	Lineal Foot	125.00	8,125.00	100.00	6,500.00	65.90	4,283.50	64.40	4,186.00	80.00	5,200.00	108.00	7,020.00	95.50	6,207.50
A19	Cleanout or Catch Basin Storm Drain Box	2	Each	3000.00	6,000.00	2500.00	5,000.00	2115.00	4,230.00	2068.50	4,137.00	3250.00	6,500.00	2720.00	5,440.00	3625.00	7,250.00
A20	24" RCP Storm Drain	16	Each	150.00	2,400.00	110.00	1,760.00	77.95	1,247.20	76.20	1,219.20	130.00	2,080.00	96.60	1,545.60	275.00	4,400.00
A21	Valve Box or Monument Concrete Collar	1	Each	500.00	500.00	470.00	470.00	412.00	412.00	367.50	367.50	422.65	422.65	496.00	496.00	635.00	635.00
A22	Restore Front Yard Sod Landscaping	0	Square Foot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A23	Park Strip Landscaping Rock with Weed Barrier	0	Square Foot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A24	Relocate Existing Sign with New Sleeve	2	Each	250.00	500.00	200.00	400.00	271.00	542.00	207.00	414.00	128.00	256.00	191.00	382.00	425.00	850.00
A25	New Sign	3	Each	500.00	1,500.00	350.00	1,050.00	598.00	1,794.00	231.00	693.00	220.00	660.00	479.00	1,437.00	310.00	930.00
A26	Relocate Mail Box	0	Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A27	Paint-Pavement Message	0	Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A28	Paint-12" Stop Bar and Cross Walk	0	Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A29	Paint-4" Striping	15	100 Lineal Ft	100.00	1,500.00	130.00	1,950.00	45.00	675.00	17.36	260.40	28.75	431.25	30.00	450.00	4.85	72.75
				155,039.25		166,586.00		91,899.25		100,910.27		93,602.00		104,270.45		129,685.25	
B1	Mobilization	1	Lump Sum	58000.00	58,000.00	20900.00	20,900.00	9710.00	9,710.00	6110.00	6,110.00	5000.00	5,000.00	14950.00	14,950.00	9500.00	9,500.00
B2	Traffic Control	1	Lump Sum	5500.00	5,500.00	6900.00	6,900.00	12450.00	12,450.00	2980.00	2,980.00	500.00	500.00	3060.00	3,060.00	16500.00	16,500.00
B3	Clear and Grub Project Corridor	1	Lump Sum	11500.00	11,500.00	3100.00	3,100.00	2320.00	2,320.00	6035.00	6,035.00	4500.00	4,500.00	5810.00	5,810.00	8225.00	8,225.00
B4	Demolish Existing Asphalt Street or Driveway	1481	Square Yd	20.25	29,990.25	6.00	8,886.00	1.50	2,221.50	9.20	13,625.20	10.00	14,810.00	3.60	5,331.60	12.90	19,104.90
B5	Demolish Existing Concrete Water Way and Curb	0	Square Ft	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B6	Sawcut Existing Asphalt	120	Square Foot	3.00	360.00	5.00	600.00	8.55	1,026.00	1.10	132.00	1.00	120.00	1.10	132.00	4.85	582.00
B7	Asphalt Pavement Edge Milling 0"- 5"	1000	Square Yard	6.00	6,000.00	5.50	5,500.00	2.10	2,100.00	5.78	5,780.00	5.50	5,500.00	2.50	2,500.00	4.50	4,500.00
B8	Grading	1	Lump Sum	4400.00	4,400.00	83000.00	83,000.00	1860.00	1,860.00	21240.00	21,240.00	1200.00	1,200.00	11970.00	11,970.00	2500.00	2,500.00
B9	6" Asphalt Surface and Base Materials	1680	Square Yard	77.50	130,200.00	31.00	52,080.00	39.25	65,940.00	47.30	79,464.00	40.00	67,200.00	44.55	74,844.00	55.25	92,820.00
B10	2" Asphalt Overlay	3426	Square Yard	8.00	27,408.00	8.00	27,408.00	6.75	23,125.50	9.68	33,163.68	8.80	30,148.80	7.50	25,695.00	7.70	26,380.20
B11	3" Asphalt Driveway with Base	95	Square Yard	38.00	3,610.00	27.00	2,565.00	21.65	2,056.75	32.55	3,092.25	36.00	3,420.00	29.60	2,812.00	43.50	4,132.50
B12	Type A Concrete Curb and Gutter	610	Lineal Ft	24.50	14,945.00	26.00	15,860.00	21.20	12,932.00	16.56	10,101.60	17.40	10,614.00	21.50	13,115.00	34.75	21,197.50
B13	4" Thick Concrete Sidewalk	2200	Square Foot	7.25	15,950.00	7.00	15,400.00	6.20	13,640.00	5.23	11,506.00	5.50	12,100.00	4.25	9,350.00	6.75	14,850.00
B14	6" Thick Concrete Sidewalk	300	Square Ft	8.00	2,400.00	8.00	2,400.00	8.55	2,565.00	6.84	2,052.00	7.20	2,160.00	5.70	1,710.00	18.75	5,625.00
B15	6" Concrete Drive Approach	350	Square Foot	8.00	2,800.00	8.00	2,800.00	9.80	3,430.00	7.06	2,471.00	7.45	2,607.50	7.60	2,660.00	17.50	6,125.00
B16	Road Base Driveway	50	Ton	19.00	950.00	38.00	1,900.00	34.35	1,717.50	24.30	1,215.00	20.00	1,000.00	23.25	1,162.50	35.50	1,775.00
B17	ADA Ramp	1	Each	2600.00	2,600.00	1700.00	1,700.00	2045.00	2,045.00	1522.50	1,522.50	1600.00	1,600.00	1470.00	1,470.00	1975.00	1,975.00
B18	15" RCP Storm Drain	0	Lineal Foot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B19	Cleanout or Catch Basin Storm Drain Box	0	Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B20	24" RCP Storm Drain	0	Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B21	Valve Box or Monument Concrete Collar	1	Each	500.00	500.00	470.00	470.00	412.00	412.00	367.50	367.50	422.65	422.65	496.00	496.00	635.00	635.00
B22	Restore Front Yard Sod Landscaping	1500	Square Foot	3.00	4,500.00	3.00	4,500.00	3.05	4,575.00	2.30	3,450.00	4.00	6,000.00	4.05	6,075.00	4.90	7,350.00
B23	Park Strip Landscaping Rock with Weed Barrier	2100	Square Foot	3.00	6,300.00	2.00	4,200.00	3.30	6,930.00	1.65	3,465.00	1.40	2,940.00	1.15	2,415.00	1.60	3,360.00
B24	Relocate Existing Sign with New Sleeve	3	Each	250.00	750.00	290.00	870.00	271.00	813.00	207.00	621.00	128.00	384.00	191.00	573.00	395.00	1,185.00
B25	New Sign	3	Each	500.00	1,500.00	350.00	1,050.00	598.00	1,794.00	231.00	693.00	220.00	660.00	479.00	1,437.00	325.00	975.00
B26	Relocate Mail Box	1	Each	100.00	100.00	190.00	190.00	162.00	162.00	262.50	262.50	100.00	100.00	479.00	479.00	1825.00	1,825.00
B27	Paint-Pavement Message	5	Each	350.00	1,750.00	350.00	1,750.00	57.30	286.50	40.44	202.20	84.75	423.75	37.65	188.25	91.00	455.00
B28	Paint-12" Stop Bar and Cross Walk	3	Each	300.00	900.00	870.00	2,610.00	157.00	471.00	64.50	193.50	137.50	412.50	108.00	324.00	185.00	555.00
B29	Paint-4" Striping	45	100 Lineal Ft	100.00	4,500.00	100.00	4,500.00	45.00	2,025.00	17.36	781.20	28.75	1,293.75	30.00	1,350.00	2.45	110.25
				337,413.25		271,139.00		176,607.75		210,526.13		175,116.95		189,909.35		252,062.35	
Grand Total				<b>492,452.50</b>		<b>437,725.00</b>		<b>268,507.00</b>		<b>311,436.40</b>		<b>268,718.95</b>		<b>294,179.80</b>		<b>381,747.60</b>	

# WEST BOUNTIFUL CITY

## RESOLUTION #434-18

### ***A RESOLUTION SUSPENDING EXCAVATION RESTRICTIONS FOR PORTION OF 640 WEST***

**WHEREAS**, the West Bountiful Municipal Code § 12.08.030 imposes excavation restrictions for five years on newly constructed, reconstructed, and overlaid streets; and

**WHEREAS**, the West Bountiful City Council is in the process of approving the 2018 640 West Street Project that will include a portion of street reconstruction and overlay of 640 West Street from Porter Lane to the city limit with Centerville City; and

**WHEREAS**, West Bountiful Municipal Code § 12.08.040 grants the city council the authority to suspend excavation restrictions when it is in the city's best interest; and

**WHEREAS**, 640 West Street north of 2300 North lacks utilities sufficient for further development in the commercial zone; and

**WHEREAS**, it is the city's practice to require developers to install needed utility lines at time of development, and the installation of such lines prior to unknown commercial development may be inadequate and wasteful; and

**WHEREAS**, the city council finds that suspending excavation restrictions for the portion of 640 West Street north of 2300 North is in the city's best interest.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful City that the excavation restrictions imposed by Section 12.08.030 of the West Bountiful Municipal Code and the associated increased fees (Section 12.08.040.B) for 640 West Street north of 2300 North are suspended for utility work for new commercial development until December 31, 2023. The provisions of Section 12.080.040.C remain in effect.

**EFFECTIVE DATE.** This resolution is effective upon adoption.

Passed and approved by the City Council of West Bountiful City this 26<sup>th</sup> day of March 2018.

\_\_\_\_\_  
Kenneth L Romney, Mayor

**VOTING:**

James Ahlstrom	Yea	___	Nay	___
James Bruhn	Yea	___	Nay	___
Kelly Enquist	Yea	___	Nay	___
Mark Preece	Yea	___	Nay	___
Andrew Williams	Yea	___	Nay	___

**ATTEST:**

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

# WEST BOUNTIFUL CITY

RESOLUTION #430-18

***A RESOLUTION APPROVING THE FORM OF THE CONDITIONAL SALE AGREEMENT WITH YAMAHA MOTOR FINANCE CORPORATION AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.***

**Whereas**, the City Council of West Bountiful has determined that the conditional purchase of twenty Yamaha golf cars described in the attached Conditional Sale is for a valid public purpose and is essential to the operations of the Lakeside Golf Course; and

**Whereas**, the City Council has reviewed the form of the Agreement and has found the terms and conditions acceptable; and

**Be it resolved** by the City Council of West Bountiful City as follows:

**SECTION 1.** The terms of said Agreement are in the best interests of the City.

**SECTION 2.** The appropriate officers and officials of the City are hereby authorized and directed to execute and deliver the Conditional Sale Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Conditional Sale Agreement for and on behalf of the City. The officers and officials of the City may make such changes to the Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 3.** The officers and officials of the City Council and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Agreement.

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

Passed and approved by the City Council of West Bountiful City this 26th day of March, 2018.

---

Kenneth L Romney, Mayor

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

ATTEST:

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Cathy Brightwell, Recorder



# MEMORANDUM

**TO:** Mayor and City Council

**DATE:** March 20, 2018

**FROM:** Duane Huffman

**RE:** **Golf Cart Lease – 20 Carts**

This memo summarizes a proposed lease of 20 new golf carts to replace 20 carts that are scheduled to be returned in April of 2018. The following table summarizes the current and proposed golf cart fleet.

Current (March 2018)

Golf Cart Year	Number of Carts	Lease/Year	Return
2008	10	\$0 (own)	-
2014	20	\$15,342.00	2018
2014	10	\$6,915.00	2019
2015	10	\$6,915.00	2020
2017	20	\$13,999.60	2022
<b>Total</b>	<b>70</b>	<b>\$43,171.60</b>	

Proposed (April 2018)

Golf Cart Year	Number of Carts	Lease/Year	Return
2008	10	\$0 (own)	-
<del>2014</del>	<del>20</del>	<del>\$15,342.00</del>	<del>2018</del>
2014	10	\$6,915.00	2019
2015	10	\$6,915.00	2020
2017	20	\$13,999.60	2022
2018	20	\$13,999.60	2023
<b>Total</b>	<b>70</b>	<b>\$41,829.20</b>	



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

March 6, 2018

WEST BOUNTIFUL CITY, UTAH  
550 N. 800 W.  
PO 007462  
WEST BOUNTIFUL, UT 84047

Dear Yamaha Customer:

Enclosed you will find the documentation for your conditional sale purchase of 20 DR2A EFI Yamaha golf cars. The documents enclosed in the package include the following:

Conditional Sale Agreement  
Equipment Schedule #118461  
Request for Insurance  
Certificate of Acceptance  
Invoice For First Payment  
Account Update Form

OTHER *municipal Amortization*

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your financing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey



Edited

## **CONDITIONAL SALE AGREEMENT**

# CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of March 6, 2018 by and between Yamaha Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and WEST BOUNTIFUL CITY, UTAH (hereinafter call "Purchaser") having its principal office and place of business at \_\_\_\_\_  
550 N. 800 WEST, WEST BOUNTIFUL, UT 84087.

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located. Purchaser shall pay Seller interest on such amount at 18% per annum.

#### 4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

#### 5. TITLE AND ASSIGNMENT

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

#### 5.3 ASSIGNMENT BY SELLER

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

#### 6. TAXES AND FEES.

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

**7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.**

**7.1 Care, Use and Maintenance.** Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

**7.2 Alterations and Attachments.** Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however**, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

**8. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

**9. DELIVERY OF EQUIPMENT.** Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereat of the Equipment.

**10. INDEMNITY.** Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

**11. RISK OF LOSS.** Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

**12. DEFAULT.** Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

**13. REMEDIES.** Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

**14. MISCELLANEOUS.**

**14.1 No Waiver.** No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

**14.2 Binding Nature.** This Agreement and the Equipment Schedule(s) shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

**14.3 Notices.** Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

**14.4 Severability.** In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**14.5 Signed Counterparts.** The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

**14.6 Registration and License.** Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

**14.7 Involuntary Transfer Constitutes Default.** Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

**14.8 Statute of Limitations.** Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

**14.9 Entire Agreement.** Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

WEST  
BOUNTIFUL  
CITY, UTAH

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

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

By: \_\_\_\_\_  
Print Name: Kim Ruiz  
Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of West Bountiful City, UT (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of March 6, 2018, \_\_\_\_\_, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and Yamaha Motor Finance Corporation, U.S.A.; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Secretary

SEAL

**CONDITIONAL SALE EXHIBIT A**  
**EQUIPMENT SCHEDULE # 118461**

Dated **March 06, 2018**

1. This Schedule covers the following property ("Equipment"):

**20 DR2A EFI GOLF CARS**

2. Location of Equipment:

**LAKESIDE GOLF COURSE**

**1201 N. 1100 W.**

**WEST BOUNTIFUL, UT 84047**

3. The Terms for the Equipment described herein shall commence on April 01, 2018 and shall consist of 63 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments: **Annual**

~~5 MONTHLY~~ **PAYMENTS IN THE AMOUNT OF \$13,999.60 (APPLICABLE TAXES TO BE BILLED).**

**STARTING JULY 2018 AND ENDING JULY 2022. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:**

Jul-18 \$13,999.60    Jul-19 \$13,999.60    Jul-20 \$13,999.60    Jul-21 \$13,999.60    Jul-22 \$13,999.60

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$32,221.09

7. Other Terms:

Interest Factor: 4.4 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated March 06, 2018

All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

WEST BOUNTIFUL CITY, UTAH

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

X By \_\_\_\_\_  
Signature

✓ Name: \_\_\_\_\_  
Type or Print

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

By \_\_\_\_\_  
Signature

Name: Jeff Young  
Type or Print

Title: President

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")**

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS\_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

**March 06, 2018**

UTAH LOCAL GOVERNMENTS

ADDRESS: 55 SOUTH HIGHWAY 89

adam@utahtrust.gov

***Please Reference our Quote#* 118461**

NORTH SALT LAKE, UT 84054

PHONE: (801) 936-6400

FAX: (801) 9360300

RE: LAKESIDE GOLF COURSE

**(Customer) Account #** \_\_\_\_\_

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., It's successors and assigns as **LOSS PAYEE.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

**YAMAHA MOTOR FINANCE CORPORATION, U.S.**

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

**WEST BOUNTIFUL CITY, UTAH**

(Customer)

**20 DR2A EFI GOLF CARS**

Equipment Location:

**1201 N. 1100 W.**

**WEST BOUNTIFUL, UT 84047**



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

(Signature of Authorized Officer)

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

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 118461  
dated March 06, 2018 to the Conditional Sale Agreement dated  
March 06, 2018 between Yamaha Motor Finance Corporation, U.S.A.  
(the "Seller") and WEST BOUNTIFUL CITY, UTAH  
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above  
Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement  
Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
20	DR2A EFI GOLF CARS	see attachment	NEW	LAKESIDE GOLF COURSE 1201 N. 1100 W. WEST BOUNTIFUL, UT 84047

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability  
of the Equipment.

WEST BOUNTIFUL CITY, UTAH

as Purchaser

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



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 118461**

*Date Prepared: 03/6/2018*

WEST BOUNTIFUL CITY, UTAH  
550 N. 800 WEST  
WEST BOUNTIFUL, UT 84087

<b>Due Date</b>	<b>Quote No</b>	<b>Description</b>	<b>Amount Due</b>
	118461	20 DR2A EFI GOLF CARS for Municipal Conditional Sale Cars located at: LAKESIDE GOLF COURSE	
07/1/2018		Payment	\$13,999.60
		Payment Tax	\$0.00
<b>YOUR ACCOUNT BALANCE IS -----</b>			<b>\$13,999.60</b>

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 118461**

*Date Prepared: 03/6/2018*

Payment for:

WEST BOUNTIFUL CITY, UTAH  
550 N. 800 WEST  
WEST BOUNTIFUL, UT 84087

118461 1ber

\_\_\_\_\_  
Amount Paid

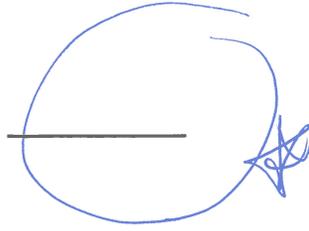
\_\_\_\_\_  
Date Paid

# \_\_\_\_\_  
Check Number



Lakeside Country Club

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



**AMORTIZATION SCHEDULE FOR MUNICIPALITY  
CONDITIONAL SALE CONTRACT  
PURCHASER: Lakeside Country Club  
EQUIPMENT SCHEDULE # 118461**

Yield: 4.400%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed .....	89,120.00
1	04/01/18	0.00	318.07	-318.07	89,438.07
2	05/01/18	0.00	319.20	-319.20	89,757.27
3	06/01/18	0.00	320.34	-320.34	90,077.62
4	07/01/18	13,999.60	321.49	13,678.11	76,399.50
5	08/01/18	0.00	272.67	-272.67	76,672.17
6	09/01/18	0.00	273.64	-273.64	76,945.82
7	10/01/18	0.00	274.62	-274.62	77,220.43
8	11/01/18	0.00	275.60	-275.60	77,496.03
9	12/01/18	0.00	276.58	-276.58	77,772.62
10	01/01/19	0.00	277.57	-277.57	78,050.19
11	02/01/19	0.00	278.56	-278.56	78,328.75
12	03/01/19	0.00	279.56	-279.56	78,608.30
13	04/01/19	0.00	280.55	-280.55	78,888.86
14	05/01/19	0.00	281.55	-281.55	79,170.41
15	06/01/19	0.00	282.56	-282.56	79,452.97
16	07/01/19	13,999.60	283.57	13,716.03	65,736.94
17	08/01/19	0.00	234.61	-234.61	65,971.55
18	09/01/19	0.00	235.45	-235.45	66,207.00
19	10/01/19	0.00	236.29	-236.29	66,443.30
20	11/01/19	0.00	237.14	-237.14	66,680.43
21	12/01/19	0.00	237.98	-237.98	66,918.41
22	01/01/20	0.00	238.83	-238.83	67,157.25
23	02/01/20	0.00	239.68	-239.68	67,396.93
24	03/01/20	0.00	240.54	-240.54	67,637.47
25	04/01/20	0.00	241.40	-241.40	67,878.87
26	05/01/20	0.00	242.26	-242.26	68,121.13
27	06/01/20	0.00	243.12	-243.12	68,364.25
28	07/01/20	13,999.60	243.99	13,755.61	54,608.64
29	08/01/20	0.00	194.90	-194.90	54,803.54
30	09/01/20	0.00	195.59	-195.59	54,999.13
31	10/01/20	0.00	196.29	-196.29	55,195.43
32	11/01/20	0.00	196.99	-196.99	55,392.42
33	12/01/20	0.00	197.70	-197.70	55,590.11
34	01/01/21	0.00	198.40	-198.40	55,788.51
35	02/01/21	0.00	199.11	-199.11	55,987.62
36	03/01/21	0.00	199.82	-199.82	56,187.44
37	04/01/21	0.00	200.53	-200.53	56,387.98
38	05/01/21	0.00	201.25	-201.25	56,589.22
39	06/01/21	0.00	201.97	-201.97	56,791.19
40	07/01/21	13,999.60	202.69	13,796.91	42,994.28
41	08/01/21	0.00	153.45	-153.45	43,147.72
42	09/01/21	0.00	153.99	-153.99	43,301.72
43	10/01/21	0.00	154.54	-154.54	43,456.26
44	11/01/21	0.00	155.10	-155.10	43,611.36
45	12/01/21	0.00	155.65	-155.65	43,767.01
46	01/01/22	0.00	156.20	-156.20	43,923.21
47	02/01/22	0.00	156.76	-156.76	44,079.97
48	03/01/22	0.00	157.32	-157.32	44,237.29
49	04/01/22	0.00	157.88	-157.88	44,395.18
50	05/01/22	0.00	158.45	-158.45	44,553.62
51	06/01/22	0.00	159.01	-159.01	44,712.63
52	07/01/22	13,999.60	159.58	13,840.02	30,872.61
53	08/01/22	0.00	110.18	-110.18	30,982.80
54	09/01/22	0.00	110.58	-110.58	31,093.38
55	10/01/22	0.00	110.97	-110.97	31,204.35
56	11/01/22	0.00	111.37	-111.37	31,315.72
57	12/01/22	0.00	111.77	-111.77	31,427.48
58	01/01/23	0.00	112.16	-112.16	31,539.65
59	02/01/23	0.00	112.56	-112.56	31,652.21
60	03/01/23	0.00	112.97	-112.97	31,765.18
61	04/01/23	0.00	113.37	-113.37	31,878.55
62	05/01/23	0.00	113.77	-113.77	31,992.32
63	06/01/23	0.00	114.18	-114.18	32,106.50
<b>Totals:</b>		<b>69,998.00</b>	<b>12,984.50</b>	<b>57,013.50</b>	



# West Bountiful City

## Proclamation

### A PROCLAMATION OF THE WEST BOUNTIFUL CITY COUNCIL DECLARING APRIL 3, 2018 AS ARBOR DAY IN WEST BOUNTIFUL CITY.

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs by moderating the temperature, produce oxygen and clean the air, and provide habitat for wildlife, and

**WHEREAS**, trees, properly planted and cared for, are a source of community environment that assist in mental and peaceful renewal, and

**WHEREAS**, having beautiful trees planted in our community is an important matter to our citizens.

**NOW THEREFORE**, I, Kenneth L. Romney, Mayor of West Bountiful City, on behalf of the City Council, do hereby proclaim April 3, 2018 as Arbor Day in West Bountiful City and urge all citizens to support efforts to protect our trees and woodlands, and further, we encourage all citizens to plant trees and promote the well being of present and future generations.

Dated this 26<sup>th</sup> day of March, 2018.

---

Mayor Kenneth L Romney

Attest:

---

Cathy Brightwell, City Recorder

# *WEST BOUNTIFUL CITY POLICE DEPARTMENT*

Todd L. Hixson  
Chief of Police

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

Kenneth Romney  
Mayor

## **West Bountiful City Council Report March 26, 2018**

Statistics are from February 2018; the other information reported is collected between council meetings.

### **Crossing Guards**

Doing a great job. We have confirmation from Debbie Harding that she intends to continue working for West Bountiful as a crossing guard next year.

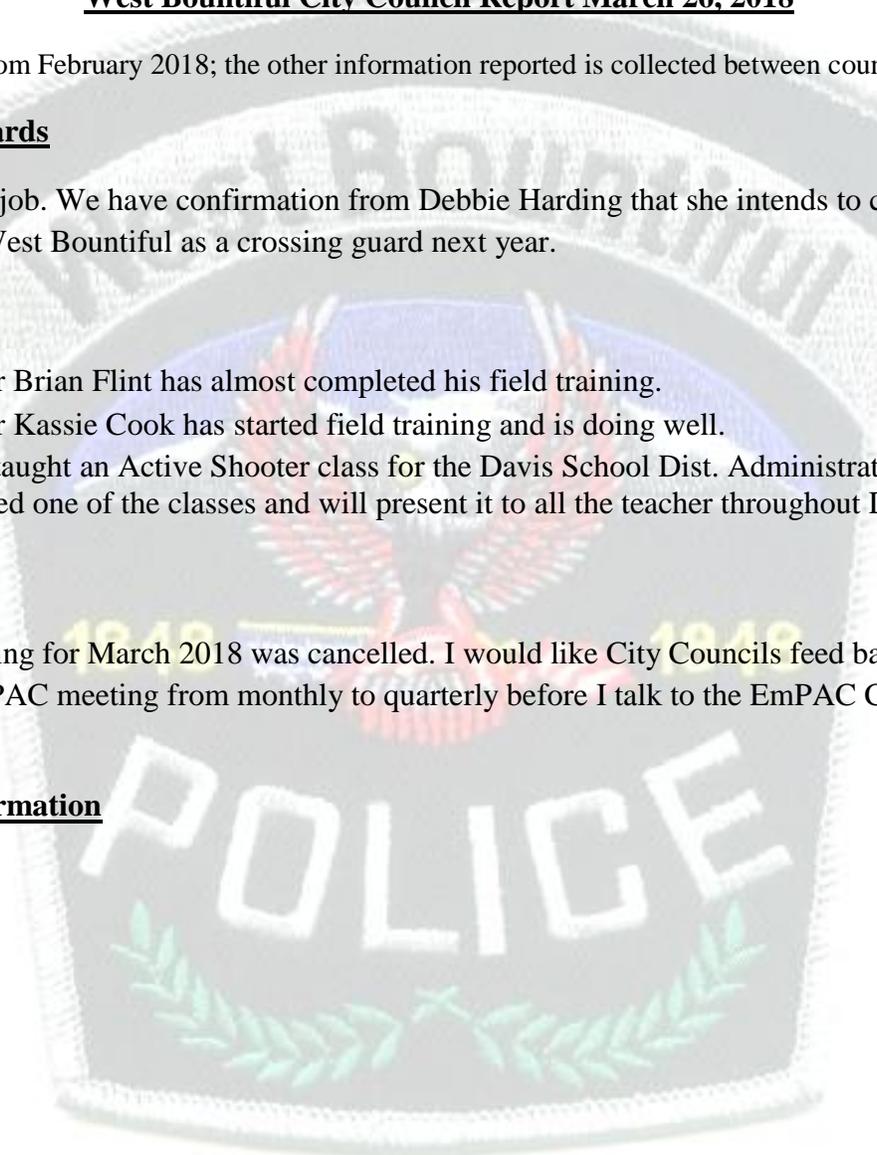
### **Personnel**

- Officer Brian Flint has almost completed his field training.
- Officer Kassie Cook has started field training and is doing well.
- Chief taught an Active Shooter class for the Davis School Dist. Administration. They recorded one of the classes and will present it to all the teacher throughout Davis County.

### **EMPAC**

EmPAC meeting for March 2018 was cancelled. I would like City Councils feed back on changing EmPAC meeting from monthly to quarterly before I talk to the EmPAC Committee about it.

### **General Information**



# West Bountiful Police Department

## Department Summary

2/1/2018 to 2/28/2018

<b>Arrests</b>	<b>12</b>	
Adult	10	83.3%
Juvenile	2	16.7%

<b>Activities</b>	<b>1,356</b>	
Admin	218	16.1%
Assist	87	6.4%
Community Relations	11	0.8%
Deaths	2	0.1%
Investigation	82	6.0%
Patrol	133	9.8%
Property	5	0.4%
Security	426	31.4%
Service Call	60	4.4%
Suspicious Activity	28	2.1%
Traffic	301	22.2%
Vehicle Accident	3	0.2%

<b>Shift Time and Percent Accounted</b>	<b>1380 hr. 27 min.</b>	<b>51.5%</b>
---	-------------------------	--------------

<b>Reports</b>	<b>199</b>	
CITATION REPORT	58	29.1%
FIELD CONTACT	1	0.5%
INCIDENT REPORT	97	48.7%
OFFICER INFORMATION	40	20.1%
POLICE VEHICLE IMPOUND	3	1.5%

# Department Summary

## Crime Offenses

48

---

ASSAULT	2	4.2%
BURGLARY	2	4.2%
DAMAGE PROPERTY	4	8.3%
DANGEROUS DRUGS	5	10.4%
DEATH/INJURY	2	4.2%
FAMILY OFFENSE	3	6.3%
FRAUD	3	6.3%
JUVENILE STATUS OFFENSES	1	2.1%
OBSCENITY	1	2.1%
PRIVACY VIOLATIONS	1	2.1%
PUBLIC PEACE	1	2.1%
SEX OFFENSE	2	4.2%
STOLEN VEHICLE	2	4.2%
THEFT	2	4.2%
TRAFFIC OFFENSE	13	27.1%
WARRANT SERVICE	3	6.3%
WEAPON OFFENSE	1	2.1%

## Accidents

5

## Citation Violations

83

---

DUI	1	1.2%
Fix it	6	7.2%
Misdemeanor	3	3.6%
Traffic	58	69.9%
Warning	15	18.1%

1 **West Bountiful City** **PENDING** **March 13, 2018**  
 2 **Planning Commission**

3  
 4  
 5 *Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website*  
 6 *and on the West Bountiful City website on March 9, 2018 per state statutory requirement.*

7  
 8 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**  
 9 **March 13, 2018 at West Bountiful City Hall, Davis County, Utah.**

10  
 11 **Those in Attendance:**

12  
 13 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Corey Sweat, Alan Malan, Mike Cottle,  
 14 Laura Charchenko, and Dennis Vest (alternate).

15  
 16 **MEMBERS EXCUSED:** Council member Kelly Enquist

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

20  
 21 **VISITORS:** Gary Jacketta

22  
 23 The Planning Commission Meeting was called to order at 7:30 pm by Chairman Hopkinson.  
 24 Dennis Vest offered a prayer.

25  
 26 **1. Accept Agenda**

27 Chairman Hopkinson welcomed Dennis Vest as the new alternate member to the Planning  
 28 Commission. Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the  
 29 agenda as presented. Corey Sweat seconded the motion. Voting was unanimous in favor among  
 30 members present.

31 **2. Public Hearing for Proposed Subdivision, Bountiful Pasture, at approximately 2000**  
 32 **North 1100 West**

33  
 34 Commissioners received a Memorandum from Ben White dated March 9, 2018 regarding  
 35 Bountiful Pastures. The memorandum included the following information:

- 36  
 37
  - Bountiful Pasture, LLC has accepted an offer from Ironwood Development to purchase  
 38 23.68 acres of land that is located north of the DSB canal at approximately 2000 North  
 39 and running east and west from the D&RG right of way to 1100 West street.  
 40
  - This area borders the north side of the new Kinross Subdivision

- 41 • Property is in the R-1-22 zone which is ½ acre zone. There will be approximately 35 lots  
42 that meet both the minimum size and frontage requirements of the zone.
- 43 • The development will only be possible if the Kinross development moved forward due to  
44 the 1000 ft maximum limit of a dead-end street.
- 45 • Preliminary plat is pending and the hearing tonight is for the public to give input on that  
46 plat.

47

48 **Special Note:**

49

50 The developer notified staff today that they have decided to cancel their purchase agreement on  
51 this property. However, as the public hearing has been formally noticed, it will be held.

52

53 **ACTION TAKEN:**

54 *Corey Sweat moved open the Public Hearing for Proposed Subdivision, Bountiful Pasture, at*  
55 *approximately 2000 North 1100 West at 7:35 pm for public comment. Mike Cottle seconded*  
56 *the motion and voting was unanimous in favor.*

57

58 **PUBLIC COMMENTS:**

59

60 There was no Public Comment

61

62 **ACTION TAKEN:**

63 *Laura Charchenko moved close the Public Hearing for Proposed Subdivision, Bountiful*  
64 *Pasture, at approximately 2000 North 1100 West at 7:36 pm for public comment. Alan Malan*  
65 *seconded the motion and voting was unanimous in favor.*

66

67

68 **3. Review Permitted and Conditional Uses by Zone**

69

70 Commissioners packet included a memorandum from Ben White dated March 9, 2018 reviewing  
71 Uses by Zone with attached documents that had suggested changes.

72

73 **Chairman Hopkinson** noted that there are some vulnerable spots in our current code that need  
74 to have new language. Ben White introduced the proposal regarding Conditional Uses which he  
75 stated are becoming more difficult to deny with recent legislative changes. He said the goal is to  
76 move more uses from conditional to permitted by including the requirements and definitions into  
77 our zoning code. Mr. White gave examples of some of the areas that need immediate attention.  
78 Equestrian, Daycare and Kennels are examples of conditional uses but are not identified as home  
79 occupations. Staff is suggesting that these be limited to home occupations and conditions be  
80 added into Code. Because these also have commercial uses, he believes it is important to clarify  
81 that they are home occupations sooner than later.

82 **Mike Cottle** asked if the legislature has stopped cities from using conditional use permits. Ben  
83 White stated that they have not stopped them but have put a lot of restrictions on doing so.

84 **Chairman Hopkinson** further explained that there may be mitigated items in each permit. It is  
85 important for us to change the language and definitions to be more restrictive in nature.

86 **Corey Sweat** gave an example of the proposed equestrian center that recently asked to include a  
87 retail store. He noted how easy it is for the permit holder to violate the conditions placed on the  
88 business and asked if there are ways to monitor.

89 Cathy Brightwell informed the Commissioners that there are currently approximately 250 home  
90 occupations in West Bountiful. She stated if they meet the requirements of the Home  
91 Occupation ordinance they are fine to do business. If a complaint is issued, the City can take  
92 away their license to do business. Ben White noted that it is the impact to the neighborhood not  
93 the business that needs to be regulated.

94 **Ben White** referred to a document (given to each Commissioner) he prepared to help review  
95 each area with some suggestions as to what could be done to change the current language. Some  
96 discussion took place regarding those items. At a minimum, he would like to address the more  
97 urgent areas like Equestrian facilities, Commercial Stables, Child day care or Nursery, and  
98 Kennels moving them from Conditional Uses to Home Occupation permit. He would like to  
99 begin with having a Public Hearing in the next 30 days.

100 **Alan Malan** shared his opinion that Kennel and Equestrian facilities should not need a Home  
101 Occupation permit to do business.

102 **Mike Cottle** stated the more black and white the language is the better off the City will be.

103 **Dennis Vest** inquired about the Nursery located on Pages Lane. Ben White informed him that  
104 they are outside of West Bountiful limits and will be permitted to continue that business on a  
105 grandfathered basis if they are ever annexed into the City.

106 **Chairman Hopkinson** emphasized that it is important to tidy up all definitions. He is concerned  
107 about the lack of definitions and restrictions for the elderly and rehabilitation facilities. Ben  
108 White noted that there is existing language in our code for these, but these types of businesses  
109 are protected by federal and state law, although we may want to revisit some of that in the near  
110 future.

111 Ben and Cathy invited the Commission to share their ideas and concerns

112 **Mike Cottle** requested a list of Home Occupation businesses, so he can get a better  
113 understanding of what our City consists of with Home Occupation businesses.

114 **Dennis Vest** asked why we stopped collecting fees for Home Occupation businesses. Cathy  
115 Brightwell explained that the legislature changed the law prohibiting cities from collecting fees  
116 from home businesses that do not impact the surrounding neighborhood. Because it could be  
117 difficult to differentiate home businesses that do not impact neighborhoods from those that do,  
118 like daycares, Council decided to exempt all home businesses from the fee. The Home  
119 Occupation fee was only \$20.00/year and they felt it took more staff time to identify, collect and  
120 process those funds than it was worth.

121 Staff will put together some language and definitions for further discussion. Chairman  
122 Hopkinson noted that the City Council will play a part in this procedure as well.

123  
124 **4. Staff report**

125  
126 **Ben White:**

- 127 • Holly had a pipe rupture this morning which resulted in a fire and oil spitting out on  
128 surrounding property. This took place about 2:00 am and they are in the process of  
129 cleaning it up for residents.
- 130 • City Council enacted a temporary moratorium for new subdivision applications due to  
131 some weak language in the Code related to secondary water requirements. He informed  
132 them that language will come forth quickly for them to review.
- 133 • Kinross will probably be coming back to us in the next month for final plat approval. He  
134 reminded them that this is the last stop for them as city council has already approved the  
135 PUD development agreement. High Gate Estates is hoping to be ready for final plat  
136 approval by city council soon.

137  
138 **Cathy Brightwell:**

- 139 • Will be scheduling URRMA training for an upcoming meeting and she will send Land  
140 Use training information out when it is available so they can register if they so desire. .

141  
142 **5. Consider Approval of Minutes from February 27, 2018.**

143  
144 **ACTION TAKEN:**

145 *Corey Sweat moved to approve of the minutes of the February 27, 2018 meeting as presented.*  
146 *Alan Malan seconded the motion and voting was unanimous in favor.*

147  
148 **6. Adjournment**

149  
150 **ACTION TAKEN:**

151 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at*  
152 *8:13 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.*

153  
154 .....

155  
156 *The foregoing was approved by the West Bountiful City Planning Commission on March 27,*  
157 *2018 by unanimous vote of all members present.*

158  
159 \_\_\_\_\_  
160 *Cathy Brightwell – City Recorder*

**PENDING – Not Yet Approved**

Minutes of the West Bountiful City Council meeting held at 7:30 p.m. on **Tuesday, March 6, 2018** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

**MEMBERS:** Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, Andy Williams

**STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Chief Todd Hixson, Ben White (Engineer), Steve Maughan (Public Works Director), Paul Holden (Golf Director), Cathy Brightwell (City Recorder/ Secretary)

**VISITORS:** Alan Malan, Mark Vlastic and Lisa Benson – Landmark Designs, Denis Hopkinson, Dennis Vest, Hallie Anderson, Teresa Romney, Mikayla Williams

Mayor called the work session to order at 6:32 pm.

**Discuss West Bountiful Parks, Open Space, Recreation, Arts and Trails Master Plan**

Mark Vlastic and Lisa Benson, from Landmark Design, gave a summary presentation of the final proposed draft of the Parks, Open Space, Recreation, Arts and Trails Master Plan. Following several meetings, analysis of survey feedback, and an open house, they believe they have a good picture of what the community wants.

Current facilities are fairly limited, particularly on the west side. The city has 15.3 acres of parks (not including Jessi's Meadow or the portion of unused space in Birnam Woods), which equal 2.7 acres/thousand people. This number is used for context so that the city knows how much space will be needed to keep the current feel of the parks system.

When considering a distribution analysis including nearby parks in adjacent communities it appears park distribution is adequate in the eastern portion of the city and there is a large service gap in the southwest portion of the city.

To meet future open space needs, the city should consider acquiring open space as opportunities arise, particularly where it will help create a better integrated parks and open space system. This could include agricultural land and heritage farms and land under the power corridor.

Recreation services appear adequate considering the proximity of the South Davis Recreation Center. If the public works facilities relocate, the city could develop a small arts/community center at that location or develop a similar facility as an expansion of the Lakeside Golf course clubhouse.

Other suggestions include adding an engaging monument and gateway feature at key entrances to the city; providing art in the parks, art education, dispersed performances and similar events and activities.

Mr. Vlastic described the proposed concept plan as a well-distributed park system connected by a range of regional and local trails. Options include adding four additional trail access points, trails following the power corridor that connect to existing and future parks, and adding pickle ball, a dog park, and additional parking at Birnam Woods Park. For Charnell Park, moving the playground closer to the road and adding trees in the back to buffer industrial buildings. At City Park, if desired, add a

48 water feature on the south end, future expansion to the west, remodel snack shack and restrooms for  
49 baseball fields and add lighting. At City Hall, add Arts/Community building when public works  
50 moves or at the golf course. Partner with HollyFrontier for a new 1100 West Park, potentially adding  
51 three multipurpose fields, restrooms, playground, and parking. Jessi's Meadow, could be left  
52 undeveloped with a walkway system making it a passive nature park, as one option. For the golf  
53 course, a restroom is needed on the west side, which can also service nearby trails.

54 Discussion of priorities and scheduling followed. Mr. Vlastic suggested minimum park  
55 standards be adopted quickly as city policy so future development meets the new standards.

56 There was also discussion about costs and the need to project ongoing operations and  
57 maintenance costs of approximately \$5-15k per acre in addition to initial and redesign costs.

58 Duane Huffman commented that he sees this as a vision that identifies need, can be used to  
59 plan RAP tax funding, and provide ideas to developers.

60 Mayor Romney thanked them for their hard work on this project and the important information  
61 they have provided.

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65 Mayor Romney called the regular meeting to order at 7:35 pm. James Ahlstrom gave an Invocation,  
66 and the Pledge of Allegiance was led by Mark Preece.

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68

69 **1. Approve Agenda**

70

71 **MOTION:** *James Bruhn made a Motion to approve the agenda as presented. Andy*  
72 *Williams seconded the Motion which PASSED by unanimous vote of all*  
73 *members present.*

74

75 **2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a**  
76 **group).**

77

78 No public comment.

79

80 **3. Update on Youth City Council by Youth Mayor Hallie Anderson.**

81

82 Youth Mayor Hallie Anderson gave a report on activities for the 2017-2018 term which  
83 included their Retreat at Park City and Christmas on Onion Street. She said they are currently filling  
84 plastic eggs for the Easter Egg Scramble on March 31, they plan to participate in Coats for Kids, and  
85 will help build toys at a toy factory. In addition, they have spent several meetings reviewing and  
86 updating their bylaws.

87

88 **4. Consider Resolution 432-18 Adopting Modifications to the Bylaws of the West Bountiful**  
89 **Youth City Council.**

90

91 Youth Mayor Hallie Anderson reviewed the proposed changes to their bylaws. In addition to  
92 general clarifications, they changed the age requirement to a grade requirement, added flexibility to  
93 the GPA requirements, changed the term to one year running from June to June of each year, and  
94 clarified the absence policy.

95 Council member Williams said he has enjoyed working as the council advisor to this great  
96 group of kids. They have worked hard on their bylaws with good discussions about the changes and  
97 commitment to the group and it was their decision to make the changes.

98 There was discussion about the term length and when it should begin. Having them begin in  
99 early summer lets them finish out the school year prior to beginning the new term. The youth council  
100 participating in the Independence Day activities and over the summer gives leadership time to get  
101 things ready for a kick-off when school starts. If there is nothing on the agenda, meetings do not need  
102 to be held twice a month throughout the summer.

103 Councilman Bruhn suggested that the city council consider formally appointing youth advisors  
104 with specific term lengths and requiring background checks. There is currently nothing in city code  
105 about the youth council or youth advisors.

106  
107 **MOTION:** *James Bruhn made a motion to approve the 2018 Youth City Council Bylaws*  
108 *and revisit them in a year if the changes do not work out. Andy Williams*  
109 *seconded the Motion which PASSED 5-0.*  
110

111 The vote was recorded as follows:

112 James Ahlstrom – Aye  
113 James Bruhn – Aye  
114 Kelly Enquist – Aye  
115 Mark Preece – Aye  
116 Andy Williams - Aye  
117

118 **5. Consider Ordinance 401-18, An Ordinance Establishing Temporary Restrictions**  
119 **Regarding Land Use Applications in Connection with Secondary Water Issues.**  
120

121 Duane Huffman presented this proposal to adopt a temporary prohibition for new subdivisions  
122 until the city can consider land use requirements related to secondary water. Utah law authorizes  
123 cities to quickly adopt regulations, not to exceed six months, when there is a compelling,  
124 countervailing public interest.

125 City officials have worked under the belief that city code requires new subdivisions to supply  
126 secondary water to the development; however, recent research suggests that the code as currently  
127 written may not be clear enough in this regard. If new developments rely on the city's culinary water  
128 system for all water needs, including irrigation use, the city's future water needs will be greatly  
129 impacted beyond what is currently planned. This affects the need for water rights, water supply, and  
130 water storage, all of which would affect water rates and water impact fees.

131 The proposed moratorium will give the city the necessary time to study issues related to water  
132 needs and options and make any necessary changes to city code. If a proposed new subdivision comes  
133 in during the moratorium period and does intend to provide secondary water, a process for an  
134 exemption from the moratorium is in place in the ordinance.

135  
136 **MOTION:** *Andy Williams made a Motion to Adopt Ordinance 401-18. James Bruhn*  
137 *seconded the Motion which PASSED.*  
138

139 The vote was recorded as follows:

140 James Ahlstrom – Aye  
141 James Bruhn – Aye

142 Kelly Enquist – Aye  
143 Mark Preece – Aye  
144 Andy Williams - Aye  
145

146 **6. Consider Resolution 433-18, A Resolution Appointing an Alternate to the West Bountiful**  
147 **Planning Commission.**

148  
149 Mayor Romney recommends appointing Dennis Vest as an alternate to the planning  
150 commission. Mr. Vest, a thirty plus year resident, is a multiple acre property owner on the west side.

151  
152 **MOTION:** *James Bruhn made a motion to adopt Resolution 433-18 appointing Dennis*  
153 *Vest as an alternate to the West Bountiful Planning Commission. James*  
154 *Ahlstrom seconded the Motion which PASSED.*

155  
156 The vote was recorded as follows:

157 James Ahlstrom – Aye  
158 James Bruhn – Aye  
159 Kelly Enquist – Aye  
160 Mark Preece – Aye  
161 Andy Williams - Aye  
162

163 Following his appointment, Mr. Vest was given the oath of office by Mayor Romney.

164  
165 **7. Discuss Draft Compensation Policy.**

166  
167 Duane Huffman presented a draft compensation management policy based on the position and  
168 market study conducted in 2017, with direction from previous city council work sessions and  
169 meetings.

170 This plan modifies current policies/practices and updates the city's step/grade scale by  
171 matching positions with the newly revised job descriptions; updating all pay ranges based on the 2017  
172 study; for most positions, shortening the scale to 17 steps, and for three police positions to 13 steps;  
173 for most positions, bringing employees to mid-point by step 6, and for three police positions by step 5;  
174 clarifying that the positions of city administrator, police chief, public works director, and golf director  
175 are not expected to move by steps each year but will have their pay set annually by the city council.

176 Additionally, the placement of experienced new-hires into the Police Officer I position is  
177 clarified, as well as promotion to Police Officer II; city council will still have the ability to adjust  
178 compensation for outstanding employees; pay ranges may be updated according to inflation or market  
179 changes; creates guidelines for consideration of one-time awards and bonuses; and clarifies how  
180 employees outside their pay ranges are frozen until the range catches up to their pay.

181 State law requires a public hearing for some positions which will be scheduled for the next  
182 meeting.

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184 Mayor Romney commended Mr. Huffman and the consultant for a good job.  
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189 **8. Engineering/Public Works Report**

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Steve Maughan –

- 2017 Consumer confidence report on our water system has been submitted; we were congratulated for having one of the highest ratings in the state.
- Kudos to public works staff who took over and did a great job plowing while Steve was out of town.
- Excavating hydrant valves on 800 West and replacing old parts.
- Construction on 800 West pump station will begin this week.

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Ben White –

- Council member Bruhn asked how much money the city saves with solar panels on city hall roof. Ben explained that we do not save much as business rates are calculated differently than consumers and we pay based on peak hour usage rather than total usage.
- Council member Enquist asked what happens if secondary water isn't available for new development. Ben explained that the issue is not that Weber Basin doesn't have available water – it's that they do not have appropriately sized pipes in some areas of the city. He added that when homes don't have access to secondary water, it puts a burden on our culinary water system which is much more expensive to provide.

209 **9. Administrative**

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Duane Huffman

- Legislative session ends this week. Several bills will impact us.
  - Two bills for the homeless will force cities to contribute financially. One goes for operations and maintenance of shelters and the other funds disproportionate costs of police services in cities that have homeless shelters. ULCT has done a good job lobbying but has been told something will go forward.
  - Our Schools Now – negotiating with legislature to craft proposal – idea is to increase gas tax so state can put additional money towards school, and class c road funds would increase as well.
  - Small Cell Services - allows small wireless facilities on existing or new poles. Poles will be a permitted use in all zones. The city will receive a minimum amount for each cell site – street lights, power poles, etc.
- Received an appeal on GRAMA denial. Have negotiated an extension to give the county attorney's office more time to conclude an investigation before records are released.
- It's time to begin budget work sessions and work on water rates.
- Planning a work session next week. Jeff Wilkinson wants to talk about structures/carports.

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229 **10. Mayor/Council Reports**

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James Ahlstrom – Melissa Ballard, legislative candidate wants to introduce herself to council. Should we include Matt Jensen? Mr. Huffman recommended council members meet candidates in smaller groups or individually. Once elected it is appropriate to meet with them as a body.

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Mark Preece – Nothing to report.

James Bruhn – He has been contacted by residents wanting to hold a chili cook-off. The city does not issue permits for neighborhood road closures but they should give the police department information on their plans.

He asked about the status of sidewalk on 1100 W (Alice Acres). The city will install it with their bond money when the weather allows.

Andy Williams – Nothing to report.

Kelly Enquist – Nothing to report.

Mayor Romney – County commission elections are heating up, will be interesting to follow.

**11. Approval of Minutes from the February 20, 2018 City Council Meetings.**

**MOTION:** *James Ahlstrom made a Motion to approve the February 20, 2018 city council minutes as presented. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

**12. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205. (sale of property and personnel)**

**MOTION:** *James Ahlstrom made a motion to move into Executive Session at 8:50 pm in the police training room for the purpose of discussing sale of property and personnel issues. Andy Williams seconded the Motion which PASSED 5-0.*

The vote was recorded as follows:

James Ahlstrom – Aye  
James Bruhn – Aye  
Kelly Enquist – Aye  
Mark Preece – Aye  
Andy Williams - Aye

**MOTION:** *James Ahlstrom made a Motion to adjourn the Executive Session at 9:49 pm. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

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284 **13. Adjourn Meeting.**

285 **MOTION:** *Mark Preece made a Motion to adjourn this meeting of the West Bountiful*  
286 *City Council at 9:50 pm. Andy Williams seconded the Motion which*  
287 *PASSED by unanimous vote of all members present.*  
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293 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*  
294 *present on Tuesday, March 26, 2018.*

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Cathy Brightwell (City Recorder)