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CITY COUNCIL MEETING - AMENDED

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD
A WORKSESSION AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM
ON TUESDAY, SEPTEMBER 4, 2018 AT CITY HALL, 550 N 800 WEST**

6:00 pm Worksession

Presentation and discussion on personnel policy re-draft.

7:30 pm Regular Meeting

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

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 Approval of Mountain View Estates Subdivision.
4. Consider Final Plat Approval Extension of Olsen Farms 5A Subdivision Originally Approved March 7, 2017.
5. *Consider Second Modifications to Previously Approved Final Plat for Highgate Estates Subdivision.*
6. Consider Resolution 442-18, a Resolution Adopting an Interlocal Transportation Project Reimbursement Agreement with Davis County for the 640 West Project.
7. Consider Purchase Approvals for Vac Trailer, Parks Trailer, Power Washer, and Traffic Signs.
8. Consider Ordinance 411-18, An Ordinance Amending Parks and Trailhead Regulations.
9. Engineering/Public Works Report.
10. Administrative Report.
11. Mayor/Council Reports.
12. Consider Approval of Minutes from the August 7, 2018 City Council Meeting.
13. Executive Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
14. Adjourn.

Those needing special accommodations 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 August 31, 2018.

WEST BOUNTIFUL CITY EMPLOYMENT POLICIES AND PROCEDURES MANUAL

DRAFT



LAST UPDATED XX/XX/XX

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GENERAL POLICY/DISCLAIMER

This Employment Policies and Procedures Manual is provided for general guidance only. The policies, procedures and prohibitions expressed in this manual, as well as those expressed in any other material the city may issue from time to time, do not create an express or implied contract with any person or any other obligation or liability on the city. No verbal representations or statements made by supervisors or co-workers can bind the city to any course of action. The city reserves the right to change its policies and procedures at any time, formally or informally, with or without notice, for any reason. The city also reserves the right to take any employment action it deems appropriate. If any conflicts exist between department-level policies and the policies, procedures and prohibitions expressed in this manual, the terms within this manual prevail.

SECTION 1: EMPLOYMENT STATUS

1-1 APPOINTED OFFICIALS

The following positions are appointed by the mayor with the advice and consent of the city council. These Appointed Officials are employed "at will" and may be dismissed or suspended with or without cause or prior notice, for any reason or no reason at all, unless otherwise stated in writing at the time of appointment as authorized by the council. As used in this manual, Appointed Officials includes only the positions listed below and does not include private contractors, elected officials, or volunteers appointed to boards and commissions.

- 1) City Administrator
- 2) Police Chief
- 3) Assistant Police Chief
- 4) Public Works Director
- 5) City Engineer
- 6) Golf Course Director
- 7) Golf Superintendent
- 8) Recorder
- 9) Treasurer

1-2 PROBATIONARY EMPLOYEES

All new full-time employees who are hired with the intention of becoming Regular Full-time employees are required to serve at least one year in probationary status, unless such period is extended in writing. If the employee's performance is unsatisfactory, the employee will be dismissed.

During probation, except probation due to promotion as provided below, the employee may be dismissed at-will at any time, with or without cause or prior notice, for any reason or no reason at all.

An unpaid leave of absence will not be considered part of any probationary period.

- 1) **Promotion:** Any promotion to a position with significant differences in job responsibility is subject to a probationary period of one year. During the probationary period the employee's abilities and performance will be evaluated by the supervisor. If, in its sole discretion, the city determines that the employee's performance is unsatisfactory, the city will notify the employee in writing of his/her failure to complete the probationary period and the employee will be reinstated, if available, to his/her previous position, or reassigned, if available, to another position for which the employee is qualified.

Notwithstanding the foregoing:

- a. An employee within the first year of employment may be dismissed at any time, with or without cause or prior notice, for any reason or no reason at all.
 - b. The City reserves the right to impose discipline, up to and including dismissal, upon any employee whose performance is deemed unsatisfactory.
- 2) **Reinstatement/Reassignment:** The probationary period for a former employee being reinstated or for an employee being reassigned to a new or former position is one year.

1-3 REGULAR FULL-TIME EMPLOYEES

Regular Full-time employees are those who are scheduled to work 40 hours or more per week for the City on a continuing basis and who have successfully completed their probationary period.

1-4 PART-TIME EMPLOYEES

Part-time employees are those who are hired to work less than 40 hours each week. Their employment may be continuing, but they are always in a probationary status, and may be dismissed or suspended at will, with or without cause or prior notice.

1-5 TEMPORARY EMPLOYEES

Temporary employees are hired to work for a defined limited period of time regardless of the hours worked each week (may include seasonal golf course, parks, and public works employees). They are always in a probationary status, and may be dismissed or suspended at will, with or without cause or prior notice.

SECTION 2: EMPLOYMENT & HIRING PRACTICES

2-1 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The city is an equal opportunity employer. It is the policy of the city from recruitment through employment and promotion, to provide equal opportunity at all times without regard to race, color, religion, sex, national origin, age, pregnancy, or disability.

2-2 ANTI-NEPOTISM

It is the city's policy to comply with Title 52, Chapter 3, of the Utah Code, and any amendments or successor statutes, concerning the prohibitions regarding the employment of relatives.

2-3 VETERANS PREFERENCE

In accordance with Title 71, Chapter 10, of the Utah Code, and any amendments or successor statutes, eligible veterans and their spouses will be given preference in interviewing and hiring for a position.

2-4 HIRING, EVALUATIONS, AND PROMOTIONS

1) **City Administrator Responsibilities:**

- a. Ensure all outlined policies and procedures are followed.
- b. Maintain an accurate job description for each position.
- c. Ensure adequate notice and advertisement is provided for all open positions.
- d. Ensure a fair and reasonable selection process is used prior to the appointment, hiring, or promotion of any employee.
- e. Make recommendations to the mayor regarding candidates for any open Appointed Official position.
- f. Assist Department Heads to make hiring, selection, and promotion decisions for all Regular Full-time, Part-time, and Temporary employees.
- g. Serve as the Department Head for the city's administrative positions.
- h. Develop and implement a performance evaluation system that provides an objective measurement of job performance.

SECTION 3: COMPENSATION

3-1 PAY RANGES

Each Appointed Official and Regular Full-time position will have a set pay range established and updated as needed by the city council. Placement within the ranges will be determined per the city's adopted compensation policy amendments. Each Part-time and Temporary position will have an hourly rate set and updated as needed by the respective Department Head per the city's compensation policy.

Any yearly inflationary adjustments to the city's pay schedules will take effect the first full pay period of a fiscal year unless otherwise designated by the city council.

3-2 WORK WEEK

The city's work week for all employees not serving as certified police officers is the seven (7) consecutive days that begin each Saturday at 7:00am and end the following Saturday at 6:59am. The work period for certified police officers is 14 consecutive days that begin Saturday at 7:00am and end 13 days later on the following Saturday at 6:59am.

3-3 TIME SHEETS

All employees will complete and verify the accuracy of an employee time sheet. The time sheet will also include all use of compensatory time and all other leave. It is the employee's responsibility to submit to the Department Head (if applicable) or City Administrator a completed time sheet by noon on the Monday following the pay period end date.

3-4 PAY DAYS

Employees are paid every two weeks.

3-5 DIRECT DEPOSIT

Within one month of hire, all employees are required to have their entire paycheck automatically deposited into one or more financial institutions by completing a Direct Deposit Authorization Agreement.

3-6 OVERTIME AND COMPENSATORY TIME

All employees must comply with the provisions of the Fair Labor Standards Act (FLSA) as amended and the Department of Labor regulations issued thereunder pertaining to compensation for overtime work. All overtime hours must be accounted for by the employee on the time sheet during the work week in which the hours were worked. An employee cannot serve as a volunteer for the same job in which he/she is employed by the city.

- 1) **Exempt Employees:** In accordance with the provisions of the Fair Labor Standards Act, certain executive, administrative, and professional positions are "exempt" from the payment of additional money or compensatory time for overtime worked. The following employees are exempt from overtime and compensatory time per the FLSA:
 - a. City Administrator
 - b. Chief of Police
 - c. Assistant Police Chief
 - d. Public Works Director

- e. City Engineer
- f. Golf Director

While not required by the FLSA, and unless otherwise provided by written agreement, exempt employees accrue and report Extra time at straight time (hour for hour) of time worked in excess of forty (40) hours within a work week. These employees may accrue up to 240 hours of Extra time, after which they are not entitled to additional Extra time for hours worked in excess of forty (40) hours per work week.

Upon separation from employment, an employee with accrued unused Extra time will be paid at a rate of compensation equal to (a) the average regular rate received by such employee during the last three (3) years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.

- 2) **All Other Employees:** Regular Full-time employees and Temporary employees as assigned are authorized to work up to forty (40) hours per week. Except as noted below, employees are not authorized to work more than forty (40) hours in any one week without the advance consent of their Department Head or the City Administrator; however, if an emergency threatening life or property arises and an employee is unable to obtain prior consent, the employee may work more than forty (40) hours in a week. In such a case, the employee's Department Head or the City Administrator must be notified within 72 hours of the emergency. If it is determined that an employee worked excess hours without advance consent and not under emergency conditions or failed to properly account for excess hours worked on his/her time sheet, the employee may be disciplined up to and including dismissal.

At the discretion of the Department Head and as provided in approved budgets, eligible non-exempt employees will be granted either (a) compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours in a normal work week or (b) overtime pay at the rate of one and one-half (1-1/2) times the employee's hourly wage for each hour worked in excess of forty (40) hours in a normal work week. If an employee is scheduled to work less than his/her normal work week (40 hours), such as those weeks when an employee takes compensatory time off, vacation time, or sick leave or a holiday falls during the work week, any time worked between the shortened work schedule and the normal work week (40 hours) will be considered straight time. Employees will be granted compensatory time off for straight time worked at a rate of one (1) hour for each hour worked up to the normal work week (40 hours).

Any employee desiring to take compensatory time off must submit a written request to his or her Department Head or the City Administrator stating the number of hours to be taken and the dates when the hours will be taken. The

request must be submitted no later than forty-eight (48) hours prior to the first day in which the hours will be taken off. The hours may be taken off when requested, unless the Department Head or the City Administrator notifies the employee within twenty-four (24) hours of receipt of the request that the request will unduly disrupt the operations of the city.

For certified police officers, the 80 hour work period will apply to overtime and compensatory time off rather than the normal 40 work week as used above.

No employee may accumulate more than 240 hours of unused compensatory time.

Upon separation from employment, an employee with accrued unused compensatory time will be paid at a rate of compensation equal to (a) the average regular rate received by such employee during the last three (3) years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.

- 3) **Emergency Call Outs:** Regardless of hours worked during a pay period, any non-exempt employee not assigned "on-call" who is required by a supervisor to respond during non-regularly scheduled hours or stay beyond their regular shift for longer than two hours with less than 24 hours notice will be entitled to overtime pay or compensatory time for each hour worked under these circumstances.
- 4) **On-Call:** With the approval of the City Administrator, Department Heads may designate employees to be on-call to respond to issues arising during non-regularly scheduled hours. Employees with regular on-call responsibilities may be eligible for additional compensation as set by duly authorized department policy.

3-7 PAYMENT UPON SEPARATION

Upon any separation from employment, an employee is required to return all tools, equipment and other city property, including passwords, and to clear all financial obligations to the city. Any employee dismissed will receive a final paycheck within 24 hours of dismissal. Employees who separate employment on a voluntary basis will receive a final paycheck on the first regularly scheduled pay day after the separation from employment. Final paychecks will include compensation for all unused annual leave, holiday leave, Extra time, and compensatory time.

The City does not have a policy of providing severance or separation pay beyond the final paycheck. Any exceptions are subject to approval of the city council.

SECTION 4: INSURANCE AND BENEFITS

4-1 WORKERS COMPENSATION

City employees and authorized volunteers injured during the performance of their job duties are covered by the city's workers compensation program, as provided by state law. The city's workers compensation program is overseen by the City Administrator. Claims administration is provided by a contracted workers compensation program administrator (examples of potential contractor program administrators include the Utah Local Governments Trust and the Workers Compensation Fund of Utah). Transitional duty is coordinated by the City Administrator.

By contract, the City designates a medical care provider to care for work related injuries. Except in the case of life or limb threatening injuries, the city does not pay other medical providers or facilities for the treatment of workers compensation injuries, even if the injury is work related, unless the city's medical provider refers the employee AND the referral is approved by the contracted program administrator PRIOR to the treatment.

Failure by an employee to follow program reporting protocol, treatment policies, transitional duty requirements, or any other law, policy, or procedure related to the program in a timely and complete manner, will result in employee disciplinary action up to and including dismissal.

1) Reporting and Treatment

- a. Medical Treatment - When injured, an employee must immediately obtain necessary medical treatment from the city's medical provider. If the condition is life threatening the employee should call 911. Life threatening conditions include unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. For injuries occurring after hours of the city's medical provider, employees should go to a nearby emergency room if in the employee's judgment treatment cannot wait until the city's medical provider's operating hours. Once initial emergency medical treatment is given and the employee is physically able, the employee must report to the city's medical provider for follow-up treatment. The employee is responsible to advise the emergency medical provider that the city will not be financially responsible for any follow-up treatment by such emergency medical provider or by providers referred by the emergency medical provider unless the follow-up treatment or referral is previously approved by the city's medical provider and by the contracted program administrator.
- b. Reporting an Injury - Immediately following any injury, however minor, or immediately following emergency medical treatment, the employee must report the injury to the employee's supervisor. The report must be made NO LATER THAN 24 HOURS following the occurrence of the injury. The employee's supervisor must notify the City Administrator as soon as possible after receiving the initial report. Although initial notice of the

injury to the supervisor may be made by telephone recording/e-mail (if the injury occurs after regular city business hours), a claim is not deemed “reported” until the employee receives confirmation from the City Administrator that the appropriate injury report required by the contracted program administrator is completed. The employee is responsible to follow up with the City Administrator to assure that all details of the injury are reported. If an injury is so severe as to render the employee physically incapable of following the reporting process as required, the employee’s supervisor must assure that the required reporting is completed.

2) Return to Work; Mandatory Transitional Duty

- a. Return to Full Duty Allowed by Medical Provider - Immediately following any necessary initial treatment for a work related injury, the employee must obtain a written return to work release (“Work Release”) from the city’s medical provider, and **MUST CONTACT THEIR SUPERVISOR BEFORE RETURNING** to the employee’s regular place of work. An employee cannot return to the work site for work duty following a work related injury until a Work Release signed by the city’s medical provider is delivered to the City Administrator. The employee’s supervisor must verify that the employee has contacted the City Administrator before allowing the employee to return to the work site.
- b. Return to Full Duty Not Allowed by Medical Provider - If an employee is directed by the city’s medical provider not to return immediately to full duty, the employee must immediately notify the employee’s supervisor and the City Administrator of the following:
 - i. that the city’s medical provider has directed the employee not to return to Full Duty;
 - ii. the reasons for such direction and the prognosis of the injury;
 - iii. the expected date and time the employee will be released by the city’s medical provider to transitional duty and ultimately full duty; and
 - iv. the work restrictions the city’s medical provider has placed on the employee.
- c. Secondary Employment - An employee on workers compensation leave or transitional duty cannot engage in any secondary employment except as first authorized by the City Administrator.
- d. Mandatory Transitional Duty - The City has an aggressive return to work policy. Temporary modified duty (“transitional duty”) is mandatory on the part of the employee when determined practicable by the Department Head and City Administrator. When deemed practical, transitional duty will be made available to all injured employees who, based on the city’s medical provider’s opinion, are unable to return to full duty immediately

following an injury. An injured employee must be required to return to transitional duty immediately upon release to do so by the city's medical provider. THE FOLLOWING ARE THE RESPONSIBILITY OF THE INJURED EMPLOYEE:

- i. to notify any and all medical providers or specialists who provide treatment for the work related injury that transitional duty for the employee is available and mandatory;
 - ii. to provide to each medical provider or specialist a complete and accurate description of the employee's job description and regular work tasks to enable such provider or specialist to determine whether the employee will return to full duty or to transitional duty;
 - iii. to assure that if return to full duty immediately following the work related injury is not approved by the city's medical provider, written work restrictions are prepared by the city's medical provider in consultation with the employee, Department Head, and the City Administrator; and
 - iv. to follow medical restrictions both at work and off-hours to avoid increased injury or aggravation of existing injury.
- e. Employee to Report to City with Work Release and Written Work Restrictions - Upon release to work by the city's medical provider for either transitional duty or full duty, the employee must immediately report to their supervisor and the City Administrator with a work release and any work restrictions from the medical provider. THE EMPLOYEE CANNOT RETURN TO THE WORK SITE FOR DUTY PRIOR TO CONTACTING THE CITY ADMINISTRATOR.

The employee's supervisor must verify that the employee has reported to the City Administrator, must confirm any work restrictions placed on the employee with the City Administrator, and must review any work restrictions with the employee before allowing the employee to return to the work site.

3) **Payroll for Workers Compensation Temporary Disability**

An employee requiring medical attention on the same day as an on-the-job injury should not be charged sick leave or workers compensation that day. The entire shift should be paid as regular time worked.

An employee begins his/her waiting period for workers compensation wage replacement benefits effective the first full day of time off work due to an on-the-job injury as reported by the city's medical provider. For the purpose of calculating waiting periods, days with time off are not counted including weekends and unscheduled workdays.

The waiting period for workers compensation wage replacement benefits is three (3) days after the time off work is confirmed by the city's medical provider. Days counted as time off do not need to be consecutive. If an employee returns or has been released to return to work, a new report from the medical provider must confirm time off for further workers compensation benefits. Employees may use sick or vacation leave during this waiting period.

If time off work is required due to a workers compensation injury, the contracted program administrator will determine appropriate waiting periods, leave supplements, and amounts of workers compensation owed.

4-2 SOCIAL SECURITY

All employees contribute to the Social Security program, as administered by the Federal Government. Contributions of the employee and the city will be made in accordance with applicable law.

4-3 MEDICAL INSURANCE

The city may pay the premium or a portion of the premium for health, hospitalization, surgical, dental, life, and disability insurance for Appointed Officials and Regular Full-time employees and those employees' legal dependents. The specific plan may be changed from time to time, and benefits under the plan may change or be eliminated. Plans and premium changes are generally made concurrent with the adoption of the city's annual budget.

Upon separation of employment, medical insurance coverage continues until the end of the month in which the separation occurs.

4-4 LONG TERM DISABILITY

The city may pay the premium or a portion of the premium associated with any long term disability insurance plans and policy provisions for Appointed Officials and Regular Full-time employees.

4-5 BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, dismissal from employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Subject to the terms and conditions of the group policy and applicable legal standards for extensions of insurance coverage under the law, employees, their spouses,

dependents, and divorced or separated spouses may continue the group insurance plan benefits for periods of time beyond the last date of work of the employee for the City. The terms, limitations, conditions and length of extensions of coverage are specific in each individual case. Employees, dependents, spouses and ex-spouses are encouraged to make inquiry of the City through the City Recorder's office to obtain further information.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus an administration fee.

The City provides each eligible employee with notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

4-6 EMPLOYEE RETIREMENT SYSTEM

All eligible employees as defined by the Utah Retirement System must participate in the Utah Retirement System unless they are eligible for and request to be exempted from participation.

The City Administrator and Chief of Police may elect to exempt themselves from participation in the Utah State Retirement System through a "Request for Exemption."

For the purpose of the Utah Retirement System, all elected officials are officially designated as part-time.

4-7 EMPLOYEE GOLF

Employees may be granted golfing privileges as set from time to time by the city council.

SECTION 5: LEAVE AND HOLIDAYS

5-1 BREAKS & MEAL PERIODS

The city offers breaks and meal periods as work allows. The city may provide two paid breaks of up to 15 minutes each during a standard workday as determined by the supervisor. The city normally provides a one hour unpaid meal period for Appointed Officials and Regular Full-time employees during a standard workday.

Employees under the age of 18 are entitled to a rest break of at least 10 minutes for every 3 hour period worked and a meal period of at least 30 minutes no later than 5 hours from the beginning of their shift.

Police Officers take breaks and meal periods in accordance with Department work schedules and policies.

5-2 HOLIDAYS

- 1) **Approved Holidays:** The following days have been designated by the city to be paid holidays for all Appointed Officials and Regular Full-time employees, except for police officers and golf course employees. When a holiday falls on a Saturday it is observed on the preceding work day. When it falls on a Sunday, it is observed on the following work day.

January 1st	New Year's Day
January (3rd Monday)	M. Luther King Day
February (3rd Monday)	Presidents' Day
May (Last Monday)	Memorial Day
July 4th	Independence Day
July 24th	Pioneer Day
September (1st Monday)	Labor Day
October (2nd Monday)	Columbus Day
November 11th	Veterans Day
November (4th Thursday)	Thanksgiving Day
November (Friday following Thanksgiving)	Thanksgiving Day
December 25th	Christmas Day

- 2) **Holiday Leave:** Full-time police officers and full-time golf course employees accrue 4 hours of holiday leave per pay period in lieu of the observance of the approved holidays. Holiday leave accrual is capped at 96 hours. Use of holiday leave will be scheduled with the Department Head so as to meet the operating requirements of the city and, insofar as possible, the preference of employees.

5-3 ANNUAL LEAVE

- 1) **Accrual:** Unless by separate agreement with the city council, each Appointed Official and Regular Full-time employee will accrue annual leave based upon the following schedule:

Service Time	Days Per Year	Hours Per Pay Period
0 Thru 5 years	13	4
6 Thru 10 years	16	5
11 Thru retirement	20	6

Annual leave does not accrue during any period when an employee is on a leave-without-pay status; however, employees on a leave-with-pay status will continue to accrue annual leave.

Annual leave accrual is capped at 240 hours.

- 2) **Use:** Use will be scheduled with the Department Head so as to meet the operating requirements of the city and, insofar as possible, the preference of employees.

A holiday which falls during an employee's use of annual leave will be counted as a paid holiday and not as annual leave.

No annual leave may be used prior to accrual.

5-4 SICK LEAVE

- 1) **Accrual:** Appointed Officials and Regular Full-time employees accrue sick leave at the rate of four (4) hours per pay period.

Sick leave does not accrue during any period when an employee is on a leave-without-pay status; however, employees on a leave-with-pay status will continue to accrue sick leave.

Sick Leave is capped at 1440 hours.

- 2) **Use:** Sick leave is to be used only for illness, injury, or appointments with medical personnel for employees or employees' dependents.

Employees who are unable to report to work due to illness or injury must notify their direct supervisor at least one hour before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Any employee absent under this provision for longer than five working days must, upon request of his/her supervisor, arrange for a note from a doctor stating the nature of the illness and expected time of absence.

If the City Administrator finds an employee has taken excessive sick leave or has reason to suspect sick leave is being abused, a doctor's note or other evidence of illness may be required for absences of less than five days.

Abuse of sick leave privileges is considered grounds for discipline, including dismissal.

No sick leave may be used prior to accrual.

- 3) **Conversion:**

- a. Active Employees: Subject to available funding in annual budgets, employees eligible for sick leave may convert one-third (1/3) of their annual sick leave accumulation to cash each December if they choose. However, any sick leave taken during the year will decrease the convertible portion by the number of hours used. This conversion privilege is an annual program and starts new December 1st each year. To be eligible to participate in the conversion program, employees must

accrue and maintain at least one hundred twenty (120) hours of sick leave.

- b. Retiring Employees: The following three options exist:
 - i. Retiring employees with at least 10 years of West Bountiful service may convert 20% of accumulated sick leave to cash.
 - ii. Retiring employees with at least 20 years of West Bountiful service may convert 40% of accumulated sick leave to cash.
 - iii. Retiring employees with at least 25 years of West Bountiful service may convert 50% of accumulated sick leave to cash. .

5-5 FUNERAL LEAVE

Unless the City Administrator or Department Head finds that such leave would unduly disrupt the operations of the City, employees may be granted up to three days of funeral leave with pay to attend the funeral of the employee's spouse, child, step-child, daughter-in-law or son-in-law, parent, step-parent, grandchild, mother-in-law or father-in-law, sister-in-law or brother-in-law, grandparent, spouses' grandparent, brother or sister. Funeral leave is not charged against accrued annual vacation or sick leave.

5-6 COURT LEAVE

An employee who, in obedience to a subpoena or direction by proper authority, appears as a juror, or as a witness for the Federal Government, a state government, or a political subdivision thereof, is entitled to the difference between his/her regular compensation and the compensation or fees received (in excess of traveling expenses) as a witness or juror.

Time absent by reason of subpoena in private litigation or by some party other than the Federal Government, a state government or political subdivision thereof, to testify not in official capacity, but as an individual, must be taken as paid leave or leave without pay.

5-7 MILITARY LEAVE

The city does not discriminate against any person who is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform service in a uniformed service, as defined by federal statute. The city will not deny initial employment, re-employment, retention in employment, promotion, or any benefit of employment by the city based on that membership, performance of service, application for service, or obligation. It is the city's policy to comply with all applicable statutes, including the Unified Services Employment And Re-employment Rights Act, 38 U.S.C. § 4301, *et seq.*; and *Utah Code Ann.* § 71-10-1, *et seq.*

5-8 ADMINISTRATIVE LEAVE

Administrative leave with pay may be assigned by the City Administrator or a Department Head under the following circumstances:

- 1) Pending the outcome of an investigation to determine possible disciplinary action against the employee.
- 2) With regard to incidents resulting in extreme stress.
- 3) To protect city interests during a separation of employment process.
- 4) Other circumstances determined by the city to be in the best interest of the city and employee.

Written approval which documents the respective circumstances must be obtained from the City Administrator for any administrative leave request for an employee exceeding forty (40) hours during a calendar year.

Unless authorized in the written approval, an employee must not engage in secondary employment during the actual hours designated as administrative leave.

At its discretion, the city may additionally restrict the activities of an employee on administrative leave with pay, for example: requiring an employee to (1) remain at his/her residence during designated working hours (except to obtain medical care, to fulfill religious obligations, or as specifically authorized), (2) remain readily available and immediately respond to phone contact or to return to work, or (3) modify his/her working hours.

5-9 LEAVE WITHOUT PAY

Leave of absence without pay or benefits for up to 30 days not considered family and medical leave may be granted by the mayor after a recommendation by the City Administrator. Leave of absence is not a right. Requests for a leave of absence must be made in writing. After the mayor has made a decision concerning the request for leave of absence, he/she will respond to the employee in writing stating the reasons for said decision, from which there is no appeal. Benefit accruals, such as annual, sick, or holiday leave/benefits, will be suspended during any un-paid portion of leave and will resume upon return to active employment.

5-10 FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

The city provides family and medical leave of absence, without pay, to eligible employees for their own serious health conditions; or who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement for a foster child; or to care for a child, spouse or their own parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Eligible employees are those who have worked for the City for at least one year and worked 1,250 hours within the previous 12 month period. Eligible employees should make requests for FMLA leave to the City Administrator at least 30 days in advance of foreseeable events. When 30 days notice is not possible, the employee must provide notice as soon as practicable and must comply with the city's normal call-in procedures.

Employees requesting FMLA leave related to their own serious health condition or the serious health condition of a spouse, child, or their own parent must submit sufficient information for the city to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of leave. Employees must also inform the City if the requested leave is for a reason for which FMLA leave was taken or previously certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Eligible employees may request up to a maximum of 12 weeks of family leave within a 12 month period. Any combination of FMLA leave may not exceed this maximum limit. The City uses the rolling period to calculate this 12 week period. The rolling period method starts counting the FMLA period on the date the employee first uses FMLA leave. Eligible employees will be required to first use any accrued paid leave time before taking unpaid leave. This accrued paid leave time will be included as part of the maximum twelve weeks leave. Married employee couples may be restricted to a combined total of twelve weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

To the extent the law requires, eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

During the single 12-month period for servicemember care leave, an eligible employee is entitled to a combined total of 26 work weeks of servicemember care leave and leave for any other FMLA-qualifying reason, provided that the eligible employee may not take more than 12 work weeks for any other FMLA qualifying reason during this period. For example, in the single 12-month period an employee could take 12 weeks of FMLA

leave to care for a newborn child and 14 weeks of servicemember care leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of servicemember care leave.

Subject to the terms, conditions and limitations of the applicable plan, health insurance benefits will be provided by the City for the length of time on leave, up to the maximum of 12 weeks. The employee must continue to pay any portion of the premium that the employee would typically pay if not on leave.

Benefit accruals, such as annual, sick, or holiday leave/benefits, will be suspended during any un-paid portion of leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on FMLA leave must provide the City with at least two weeks' advance notice of the date the employee intends to return to work. When FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the approved leave period, the City will assume that the employee has resigned.

SECTION 6: CHANGES IN EMPLOYMENT

6-1 PROMOTION

Promotions are made in accordance with Section 2, Employment & Hiring Practices, of these policies. In accordance with that section, and if deemed appropriate by the Mayor, City Administrator, or Police Chief, vacancies may be filled by promotion within the City as follows:

- 1) **Competitive Examinations and/or Interviews:** These are limited to employees who possess the minimum qualifications of the classification.
- 2) **Immediate Promotional Appointments:** These may be made without examination but with the approval of the Mayor, City Administrator, or Police Chief. All such appointments must be based on the following criteria:
 - a. The employee must have been performing at a high level in their current position; and
 - b. The employee must have the skills and abilities required for the position.

6-2 DEMOTION

A Department Head may demote an employee to a position with or without a reduction in pay. If the demotion is to a position with less pay, the City must first conduct a pre-determination hearing as outlined in Section 13, Disciplinary Procedures, except for (1) Appointed Officials and probationary employees, and (2) demotions resulting from a layoff or reorganization.

6-3 TRANSFER

A transfer must be made in accordance with Section 2, Employment & Hiring Practices, of these policies. A transfer is defined as a voluntary move from one position to another, generally in a different department, and should not be confused with reassignments within job descriptions or promotions. Transfers must not be used as a disciplinary action. An employee cannot be transferred to a position for which the employee does not possess the minimum qualifications.

6-4 RESIGNATION

An employee wishing to resign in good standing must submit to the Mayor, City Administrator, or Department Head a written notice of their intent to resign, at least two (2) weeks prior to their last day of work. The notice should include the effective date and reasons for the resignation. Any failure to give two (2) weeks' notice with proper justification will be noted on the service record of the employee and may be cause for denying future employment with the City.

The Mayor, City Administrator, or Police Chief may allow a proper notice of resignation to be withdrawn prior to its effective date if the position has not already been re-filled and if they find it in the best interest of the City.

6-5 ABANDONMENT OF POSITION

An employee who fails to call their supervisor to report their absence for one (1) working day may be deemed to have voluntarily abandoned his/her position and may be deemed to have resigned unless the Mayor, City Administrator, or Police Chief determine that the abandonment was beyond the control of the employee.

6-6 REDUCTION IN FORCE

The Mayor, City Administrator, or Police Chief may direct and/or authorize the layoff of any employee because of City Council action that effects, directs, or recognizes organizational changes, abolition of positions, and/or lack of funds. Generally, employees to be laid off will receive at least two (2) weeks' notice or the equivalent of two (2) weeks' severance pay. However, the City has the option, in exceptional circumstances, not to give the two weeks' notice or pay. Whenever a layoff situation occurs, seniority will only be considered when all other critical elements are equal. A reduction in force must never be used in lieu of disciplinary action.

6-7 DISMISSAL

- 1) **Dismissal of Employees Who Are Not Appointed Officials**
 - a. An employee who is not an Appointed Official may be dismissed:
 - i. As a result of failure to satisfactorily complete a probationary period.

- ii. For any or no reason during the probationary period (or at any time, for any or no reason for Part-time and Temporary employees).
- iii. For disciplinary action, including in response to the employee's inability to perform the essential functions of the job. If dismissal is the result of disciplinary action, it must be carried out in compliance with Section 13, Disciplinary Procedures, of these policies.

2) **Dismissal of Appointed Officials:** Dismissal may occur for these positions at any time, for any or no reason.

SECTION 7: PROHIBITION AGAINST SEXUAL HARASSMENT

All employees have the legal right to work in an environment free from sexual harassment. In addition, all individuals making application for employment with the city have the right to expect an environment free from sexual harassment.

Sexual harassment is an unlawful activity which violates city policy and is prohibited as a form of sex discrimination. Both sexual harassment and inappropriate sexual conduct, whether legally sexual harassment or not, are unacceptable behavior. Any employee who engages in any form of sexual harassment will be subject to disciplinary action.

Sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- 2) An employment decision is based on an individual's acceptance or rejection of such conduct.
- 3) Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

It is also unlawful to retaliate or take reprisal in any way against anyone who has filed a complaint about sexual harassment or sexual discrimination.

The city and its supervisors, employees and agents are under a duty to investigate and eradicate any form of sexual harassment or sex discrimination or complaints about such conduct. In addition to prohibiting sexual harassment by its employees, the city will not tolerate sexual harassment towards its employees by its customers, contractors and/or vendors.

The city is committed to vigorously enforcing this prohibition of sexual harassment at all levels of the organization. This prohibition against sexual harassment is in effect at all times and in all places.

7-1 STATEMENT OF PROHIBITED CONDUCT

The following conduct is representative of the types of acts which violate the city's sexual harassment policy. This list is not intended to be exhaustive:

- 1) Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults.
 - b. Intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, poking, or brushing against another employee's body.

- 2) Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience;
 - b. Preferential treatment or promises or preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward;
 - c. Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.

- 3) Sexual or discriminatory displays or publication anywhere in the work place by employees, such as:
 - a. Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the city and/or who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.
 - b. Reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an employee by sex in any area of the work place (other than restrooms and similar semi-private lockers/changing rooms).

- 4) Retaliation for sexual harassment complaints, such as:
 - a. Disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted harassment, discrimination or retaliation; and

- b. Intentionally pressuring, falsely denying, lying about or otherwise covering up or attempting to cover up conduct such as that described in any item above.

7-2 PROCEDURE FOR REPORTING HARASSMENT

Employees are required to report all incidents of what they believe to be inappropriate sexual conduct or violations of the city's sexual harassment policy. These reports must be made at the time when the employee first feels he or she or someone else has been sexually harassed or subjected to inappropriate sexual conduct. The following procedure will guide the investigation of these claims:

- 1) Employees must file a sexual harassment complaint either verbally or in writing with one of the following individuals: Mayor, City Administrator, or Police Chief.
- 2) All such complaints will be investigated. If the investigation indicates that harassment or inappropriate sexual conduct has occurred, appropriate action will be taken.
- 3) To the extent practical, confidentiality will be protected. The city will make every reasonable effort to keep the identity of the reporting person confidential, but confidentiality cannot be guaranteed.
- 4) Any employee of the city who is accused of sexual harassment must not question, coerce, intimidate, or retaliate in any way during the investigation against the employee who has filed a complaint of sexual harassment or against employees that have provided information concerning the complaint.
- 5) All employees must fully cooperate in any investigation of sexual harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of sexual harassment or retaliation.

SECTION 8: PROHIBITION AGAINST HARASSMENT/DISCRIMINATION

Federal and state laws prohibit discrimination because of race, color, religion, sex, age (over 40), national origin, disability, sexual orientation, gender identity, pregnancy, childbirth, or pregnancy-related conditions in all employment practices, including the terms, conditions, and privileges of employment. The policy of the city is to avoid all such prohibited discrimination or harassment in the workplace, and that all employees are entitled to work in an environment free from any such prohibited discrimination or harassment. Such discrimination or harassment is a prohibited employment practice, and violators are subject to disciplinary action.

Any employee who believes that he or she has been subjected to discrimination or harassment based on race, color, religion, sex, age (over 40), national origin, disability, sexual orientation, gender identity, pregnancy, childbirth, or pregnancy-related, or who is aware of such an occurrence, has the obligation, duty and right to report to the Mayor, City Administrator, or the Police Chief. All complaints should be made as soon as the objectionable conduct or language first occurs.

All such complaints will be investigated and, if the investigation indicates that discrimination or harassment has occurred, appropriate action will be taken. The city will make every reasonable effort to keep the identity of the person who was discriminated against or harassed or the reporting person confidential, but confidentiality cannot be guaranteed.

Any employee who is accused of such discrimination or harassment must not question, coerce, intimidate or retaliate in any way against the person making the report, against the person who was discriminated against or harassed, or against any person who provided information concerning the complaint. All employees must cooperate fully in any investigation of discrimination, harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of harassment or retaliation.

SECTION 9: ALCOHOL/DRUG FREE WORKPLACE

The city complies with the Federal Drug Free Workplace Act of 1988.

9-1 EMPLOYEE RESPONSIBILITIES

No employee may unlawfully manufacture, possess, use, or distribute any controlled substance or alcohol in a city workplace.

Any employee convicted under any criminal drug statute must notify their supervisor and Department Head within five days after the conviction.

No employee may consume alcoholic beverages for eight (8) hours before work, during work hours, or during breaks or meal periods.

While on the job, employees are prohibited from being impaired by alcohol, medication, or illegal drugs, or having in their system alcohol or any illegal drugs in an amount sufficient to produce a positive test result.

An employee who is on-call may not consume alcohol or any drug which may impair her or his ability to perform assigned duties.

Any employee who is called back to work during non-scheduled work hours and has recently consumed alcohol or drugs which may impair his or her ability to safely perform her or his duties must notify the supervisor of the impairment and may not report to work.

1) Additional Responsibilities of “Safety Sensitive” Employees:

For purposes of this policy, the city designated safety sensitive positions are:

- a. Law enforcement officers, and
- b. All public works, parks, and golf course maintenance employees required to operate dangerous equipment in public.

All safety sensitive employees will report to their immediate supervisor or Department Head the use of any medication that could reasonably be expected to impair their ability to perform their duties, prior to, or upon reporting for duty.

Any safety sensitive employee cited, arrested, or charged with any criminal drug or alcohol related offense must notify their Department Head within 24 hours.

9-2 DRUG/ALCOHOL TESTING

All employees and prospective employees (including designated classes of volunteers and prospective volunteers) are required to participate in drug testing as a condition of hire or continued employment. Failing or refusing to take a test or a confirmed, positive drug and/or alcohol test result, will be deemed a violation of this policy. The types of drugs or metabolites and cut-off levels will be determined by the city, except as mandated or limited by federal regulations.

- 1) **Pre-employment Testing:** All prospective employees and designated prospective volunteers will be tested for drug usage.

All job applicants will be informed of the policy during conditional job offers. A copy of this policy will be available for their review.

All applicants will be required, prior to being hired or volunteering for the city, to sign an acknowledgment form agreeing to abide by the terms of this policy.

The city will exclude from employment any job applicant who refuses to abide by the terms of this policy.

Any applicant with a confirmed positive drug test may not reapply for employment with the city for six months from the date of such result.

- 2) **Reasonable Suspicion (For Cause) Testing:** An employee may be required to submit to a drug test when reasonable suspicion arises and the employee's supervisor, manager, or Department Head and a City Designee concur that reasonable suspicion exists. Reasonable suspicion testing may include re-tests or follow-up tests as may be necessary to protect the integrity of the testing protocols, such as newly discovered evidence that the employee tampered with a previous drug test.

The City Designees are: a Department Head not associated with the supervision of the employee; the City Administrator; the City Attorney; the Mayor.

"Reasonable suspicion" means a belief based on articulable, specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of the alcohol/drug-free workplace policy set forth in this Section 9. The circumstances listed below are indicators that may give rise to reasonable suspicion. (The presence of one such factor may or may not, in and of itself, be sufficient to form a reasonable suspicion. Supervisors should look at the totality

of the circumstances in determining whether or not reasonable suspicion exists and if the test(s) should be required.)

- a. A pattern of abnormal or erratic behavior.
- b. Information provided by a reliable and credible source that an employee is under the influence of illegal drugs or alcohol, or is abusing prescription drugs while on the job.
- c. A work related accident.
- d. Direct observation of drug or alcohol use.
- e. Presence of physical symptoms of drug or alcohol use, such as glassy or bloodshot eyes, dilated pupils, the odor of alcohol or marijuana, slurred speech, poor coordination or reflexes, unsteady walk, uncontrolled shaking, or small tremors in the hands.
- f. Drug paraphernalia, remains of marijuana cigarettes, plastic sandwich bags with non-food residue inside.
- g. Increased absenteeism, inattentiveness or absentmindedness.
- h. Frequent need for work breaks.
- i. Increased hostility toward the public or other employees.
- j. Unexplained secret meetings with other employees or other persons during work hours.
- k. Sudden, unexplained personality changes, drastic mood swings, changes in personal habits, including inattention to personal hygiene, or frequent borrowing of money.
- l. Increased disciplinary incidents or deteriorating work relationships.
- m. A significant increase in errors or repeated errors in spite of increased guidance.
- n. Behavior that disrupts workflow.

Once the authorized supervisors have determined that reasonable suspicion exists, testing will be done as soon as practical.

If an employee is sent to an outside clinic for a reasonable suspicion test, the employee will be driven to the facility by the supervisor or his or her designee. The employee will then be put on paid administrative leave until the results of the test are available. The supervisor will arrange for or help the employee arrange to get home without driving himself or herself.

- 3) **Rehabilitation Testing:** If the city returns an employee to work after he or she has enrolled in a rehabilitation program for drug or alcohol abuse and has successfully completed the rehabilitation program, such employee may be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the city.
- 4) **Post-Incident Testing:** Post-incident testing will be conducted on employees involved in the following incidents while on duty:
 - a. Treatment for a workers compensation injury at a medical facility (either out- patient or in-patient); or

- b. A traffic accident involving bodily injury to any party, a collision with any pedestrian or person on a non-motorized device; or
- c. Any incident estimated by the employee's supervisor to involve property loss or combined damage of \$1,500.00 or more.

The employee must immediately notify his/her supervisor of all such incidents.

Such testing will occur as soon as practical after the accident or incident. The employee may be returned to work after completion of the testing, unless the testing is based on reasonable suspicion.

- 5) **Random Testing:** For purposes of maintaining safety and as a deterrent to drug and alcohol abuse, safety sensitive employees are subject to random drug and alcohol testing. The frequency of random testing will be determined by the city, except as otherwise required by federal law for CDL drivers.
- 6) **Testing Procedures:** All drug testing will be carried out in compliance with Title 34, Chapter 41, *Utah Code Annotated*.

Any drug or alcohol testing will occur during or immediately after the regular work period of current employees, and will be deemed time worked for purposes of compensation and benefits for current employees.

The city will pay all costs of testing associated with a test required by the city.

The information received from drug testing is the sole property of the city.

Upon the city's receipt of the test results, the Department Head or City Administrator will, as soon as practical, notify the person tested, by telephone or in writing, of a positive test.

If the test results are positive, the person tested will be advised of the option to have the split sample tested, the expense to be equally divided between the donor and the city. The option must be exercised within 72 hours of the notification to the employee.

- 7) **Employees Required to Hold a Commercial Driver's License (CDL):** Those employees required by their employment at the city to hold a CDL will be tested as required by Federal and/or State law.

Prior to requiring any drug or alcohol testing of a CDL holder employee, the supervisor will determine whether the testing is authorized under CDL requirements or under the city's alcohol/drug-free workplace policy. CDL testing involves a different panel of drug and alcohol tests and requirements.

All testing under CDL requirements will be preceded by specific notification by the supervisor to the employee that the test is being ordered as a CDL requirement.

CDL post-accident testing is only conducted if the employee, during the drug testing window, is cited for a contributory moving violation or if another person is a fatality. All other post-accident testing will be done under the city's drug/alcohol testing policy. This testing must occur for alcohol within 2 hours, but not more than 8 hours, of the accident and within 32 hours for controlled substances.

Any reasonable suspicion testing decision must be made by an officially trained supervisor. A City Designee must concur.

Random drug testing is conducted during working hours just before, during, or just after performance of CDL duties.

Rehabilitation testing, if offered by the city, will meet CDL requirements.

9-3 DISCIPLINARY ACTION

Because of the serious nature of illegal use or abuse of alcohol, illegal drugs, or medication, appropriate employee disciplinary action, which may include dismissal, will be taken for all such violations of this policy. The city, at its discretion in a disciplinary action, may require an employee to participate in a rehabilitation program and mandatory drug and/or alcohol testing, at the employee's expense, as a condition of continuing employment.

SECTION 10: TOBACCO-FREE WORKPLACE

The city is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthy work environment. All employees are prohibited from use of tobacco products (including chewing tobacco and electronic or vapor cigarettes) throughout the work-place, including all city buildings, vehicles, and equipment. Use of tobacco products is also prohibited within 25 feet of any entrance-way, exit, open window, or air intake of city buildings.

SECTION 11: WORKPLACE VIOLENCE

The city is committed to providing a safe environment for working and conducting business. The city prohibits acts of violence committed by employees, or against employees by members of the public while the employee is performing city business. The objective of this policy is to reduce the potential for violence in and around the workplace, to encourage and foster a work environment that is characterized by respect and healthy conflict resolution, and to mitigate the negative consequences for employees who experience or encounter violence in their work lives.

Workplace violence, as used in this policy, means an act or behavior that:

- 1) Is physically assaultive;

- 2) Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- 3) Would be interpreted by a reasonable person as having potential for physical harm to the individual;
- 4) A reasonable person would perceive as menacing;
- 5) Involves displaying weapons, destroying property or throwing objects in a manner reasonably perceived to be threatening; or
- 6) Consists of a communicated or reasonably perceived threat to destroy property.

Workplace violence on city property, in city facilities or while on city business will not be tolerated or ignored. Any unlawful violent actions committed by employees or members of the public while on city property or while using city facilities will be prosecuted as appropriate. Incidents of workplace violence will result in disciplinary action, up to and including dismissal. Employees must immediately report to their supervisor all incidents of workplace violence.

SECTION 12: REASONABLE ACCOMMODATIONS FOR NURSING MOTHERS

The city will provide reasonable accommodations for nursing mothers to include the following:

- 1) In addition to normal breaks, reasonable daily uncompensated break periods, as requested by the employee to his or her supervisor, will be granted following the birth of a child to allow the employee time to express breast milk or feed her child.
- 2) The city will provide the following in a private room designated for breastfeeding or expressing milk:
 - a) Chair
 - b) Table
 - c) Electrical outlet
 - d) Refrigerator access, and
 - e) Microbiological wipes/cleanser
- 3) Employees may use their own private office or other locations that meet the criteria of this policy agreed upon in consultation with their supervisor.
- 4) Employees may store expressed milk in a break room refrigerator, a designated refrigerator, or the employee's personal cooler. Containers must be labeled with the employee's name and date.

SECTION 13: EMPLOYEE CONDUCT

13-1 OPERATING A VEHICLE

This section applies to all employees and approved volunteers that operate any vehicle while conducting city business.

1. PERSONNEL COMMUNICATION DEVICES

Except in an emergency, employees who are operating non-emergency vehicles cannot use a personal communication device (such as a cell phone) while driving unless the device is specifically designed, configured, and used in such a way to allow hand-free use. Officers operating emergency vehicles should restrict the use of these devices to matters of an urgent nature and should, where practicable, stop the vehicle at an appropriate location to use the personal communication device.

2. DRIVER QUALIFICATION

All employees operating city vehicles or who operate any vehicle while conducting city business must be qualified as an "Acceptable" driver per this Driver Qualification Policy prior to operating said vehicles on any public roadway.

Employees' or potential employees' Motor Vehicle Record (MVR) will be screened pre-hire and monitored thereafter. Employees will be qualified as "Acceptable," "Borderline" or "Unacceptable." Employees whose qualification is "Borderline" will require approval from the City Administrator and Department Head before operating a vehicle on public roadways while conducting or traveling for city business. Employees with a "Borderline" qualification who are authorized to drive will receive a written explanation and terms of their borderline status. Employees with an "Unacceptable" qualification will not be allowed to operate any vehicle while conducting or traveling for city business, and may be disciplined up to and including dismissal if operating a vehicle is an essential job function of the position.

All employees required to drive as part of their position must possess a valid Driver License with endorsements appropriate for the vehicles to be operated. The driver qualification evaluation will be based on the driver's MVR and other substantiated work-related motor vehicle incidents, whether or not the incident is reported to the Utah Driver License Division and recorded on the driver's MVR. All violations or incidents recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable", "Borderline" and "Unacceptable" qualification will be determined using the following criteria based on a rolling 18-month period:

Moving Violations	At-Fault Accidents			
	0	1	2	3
0	Acceptable	Acceptable	Borderline	Unacceptable
1	Acceptable	Acceptable	Borderline	Unacceptable
2	Borderline	Borderline	Unacceptable	Unacceptable
3	Unacceptable	Unacceptable	Unacceptable	Unacceptable
4	Unacceptable	Unacceptable	Unacceptable	Unacceptable

Notwithstanding the foregoing, any single major violation may result in an “Unacceptable” qualification as determined by the City Administrator and Department Head. Major violations include the following or equivalent:

- 1) Driving under the influence of alcohol/drugs;
- 2) Failure to stop/report an accident;
- 3) Reckless driving/speeding contest;
- 4) Driving while impaired;
- 5) Making a false accident report;
- 6) Vehicular homicide, manslaughter or assault;
- 7) Driving while license is suspended/revoked;
- 8) Attempting to elude a police officer;
- 9) Other violations as collectively determined by the City Administrator and Department Head.

13-2 ETHICS

City employees must comply with the Municipal Officers’ and Employees’ Ethics Act, *Utah Code Ann.* § 10-3- 1301, *et seq.*, and any amendments or successor statutes, to avoid actual or potential conflicts of interest between their public duties and their private interests.

In accordance with and in addition to the Municipal Officers’ and Employees’ Ethics Act, the city has the following policies:

- 1) An employee may not disclose private, confidential or protected information acquired by reason of the employee’s position.
- 2) An employee may not use private, confidential or protected information to secure privileges.
- 3) An employee may not use his or her position to secure privileges.
- 4) An employee may not receive, take, seek, or solicit a gift of substantial value (\$50 or more) or a substantial economic benefit that:
 - a. Would tend to improperly influence a person in the discharge of his/her official duties; or
 - b. A person should know is primarily for the purpose of rewarding him/her for official action taken.
- 5) An employee must file a disclosure in any of the following situations:
 - a. If the employee receives compensation for assisting any person or entity in a transaction involving the city, the following disclosures must take place:
 - i. A sworn disclosure must be filed with the Mayor at least ten days prior to the agreement between the employee and the person or entity, or ten days prior to receiving compensation, whichever is earlier.
 - ii. The employee must disclose to his/her immediate supervisor and any other municipal officer or employee who may rely upon the

- employee's representations in evaluating or approving the transaction.
- b. If the employee is an officer, director, agent, employee or owner of a business regulated by the city or if the employee has a substantial interest (over \$2,000) in a business regulated by the city, the employee must do the following:
 - i. File a sworn disclosure statement with the Mayor upon being elected, sworn or employed.
 - ii. File another disclosure statement if the employee's position in the business entity changes significantly or if the value of the employee's interest in the entity has increased significantly since the last disclosure.
 - c. If the employee has a substantial interest in a business which does or anticipates doing business with the city, the employee must make the following disclosures:
 - i. A sworn disclosure must be filed with the Mayor at least ten days prior to doing business with the city or ten days prior to receiving compensation, whichever is earlier.
 - ii. The employee must disclose to his/her supervisor and any other officer or employee who must rely upon the employee's representations in evaluating or approving the transaction.
- 6) If an employee has a personal interest or investment which creates a conflict with his/her public duties, the employee must:
 - i. File a sworn disclosure with the Mayor and,
 - ii. Make a public disclosure in a public meeting to the city council where appropriate.
- 7) If an employee fails to disclose the required information, he/she is subject to criminal prosecution under state law, discipline up to and including dismissal of employment, and rescission of any transaction.

13-3 POLITICAL ACTIVITY

City employees must comply with State and Federal laws concerning political activity by municipal officers and employees, which include the following policies:

- 1) Employees may not engage in political campaigning or solicit political contributions during hours of employment.
- 2) Employees may not use municipal equipment while engaged in political activity.
- 3) Employees may not directly or indirectly coerce, command, or advise another municipal officer or employee to pay, lend, or contribute part of the officer or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
- 4) Employees may not attempt to make another officer or employee's employment status dependent on the officer or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

- 5) An officer's, employee's or applicant's legal partisan political activity, political opinion, or political affiliation may not provide the basis for the officer, employee, or applicant's hiring, employment, promotion, disciplinary action, demotion, or dismissal.

13-4 OUTSIDE EMPLOYMENT

West Bountiful City is considered to be the primary employer of all Appointed Officials and Regular Full-time employees.

Employees may be involved in outside employment (including any sole proprietorship, partnership, or other self-employment) if:

- 1) It does not conflict with their city duties, responsibilities, and work schedules;
- 2) It does not reasonably give rise to criticism or suspicion of conflicting interests or duties; and
- 3) The employee provides notice of outside employment within 5 days of commencement of such employment and annually during his/her performance evaluation.

An employee on sick leave, administrative leave, or FMLA leave must not engage in any outside employment except as first authorized by the City.

Employees who think that there may be a conflict should discuss their outside employment with their immediate supervisor for clarification and should contact the City Recorder to obtain a copy of the city's disclosure statement. The employee should review the disclosure statement and determine if it should be completed and filed with the City Recorder.

13-5 INTERNET, E-MAIL, AND ELECTRONIC COMMUNICATION DEVICES

- 1) **City Equipment.** Employees must not use e-mail, voice mail or computer systems for any inappropriate use, including but not limited to the following:
 - a. Solicitation of employees for fund raisers not approved by the city;
 - b. To further personal business interests;
 - c. Offensive, harassing, vulgar, obscene, or threatening communications, including disparagement of others;
 - d. Verbal abuse, slander or defamation;
 - e. Creating, distributing, viewing or soliciting sexually oriented messages, materials or images (excluding police officers in the legal course of their duties);
 - f. Electronic dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
 - g. Employees eligible for overtime or compensatory time may not send, check, or respond to e-mails, text messages, or otherwise conduct work during non-working hours, unless they are being contacted to return to work.

E-mail, texts, voice mail and similar communications using city-owned equipment/networks and the contents of city-owned computers/phones are the sole property of the city and may be subject to monitoring at any time without notice. When using the email, text or voice mail systems, and other equipment including city computers, the employee knowingly and voluntarily consents to being monitored and acknowledges the city's right to conduct such monitoring. The security of e-mail, voice mail, and any similar communication is not guaranteed.

Abuse of e-mail, voice mail and computer systems could subject the employee to disciplinary action, up to and including dismissal.

- 2) **Personal Electronic Communication Devices:** The use of personal electronic communication devices, including but not limited to radios, satellite phones, cellular phones, computers, and tablets, must not unreasonably interfere with the performance of the employee's duties or interfere with city business operations. Department Heads may restrict or prohibit the use and/or possession of personal electronic communication devices for safety or other productivity or operational reasons.
- 3) **Personal Social Media Participation:** An employee who participates in social networking sites for personal purposes, during working hours or at any other time, must not:
 - a. claim to represent the position of the city, including any department or other organizational sub-unit; or
 - b. use any city logo or trademark; or
 - c. post any private, protected, or controlled information or record not obtained through GRAMA; copyrighted information; confidential information received from city clients; or any city-created or issued documents including those documents created by the employee for city or personal use, without permission of the city; or
 - d. unlawfully discriminate against, harass, or otherwise threaten a city employee, resident or any person doing business with the city.

13-6 CAUSES FOR DISCIPLINE

Each of the following is a cause for discipline, up to and including dismissal. The offenses listed are not intended to be comprehensive, and the listing of these commonly-accepted violations cannot be deemed to prevent the discipline of an employee for other violations not listed. Actions in the line of public safety duty or in time of emergency will be considered in light of the circumstances.

- 1) Violation of the laws of the United States, the State of Utah, or ordinances of the city or any other jurisdiction determined to be job related.

- a. A conviction (including a plea in abeyance or no contest) for the violation of any criminal law will be prima facie evidence in any city hearing process.
 - b. Violation may also be established in any city hearing process under an administrative standard of whether the evidence shows more likely than not the violation occurred regardless of the pendency or dismissal of criminal charges.
- 2) Poor attitude, comments and/or behavior which are non-supportive toward the city, the elected and appointed officials, supervisors, and the general direction of the city;
 - 3) Fraud;
 - 4) Deception in securing employment/appointment;
 - 5) Fraudulent alteration of public records;
 - 6) Incompetence;
 - 7) Inefficiency;
 - 8) Neglect of duty;
 - 9) Inability to perform the essential duties of the position due to mental or physical problems after the city makes any reasonable accommodations required by law;
 - 10) Insubordination;
 - 11) Dishonesty;
 - 12) Violation of the city's Alcohol/Drug-Free Workplace policy;
 - 13) The use of narcotics, drugs or alcohol which affects on-the-job performance;
 - 14) Any absence without approved leave;
 - 15) Abusive or inappropriate treatment of the public or other employees;
 - 16) Inability or refusal to get along with other employees;
 - 17) Improper political activity as defined by State law;
 - 18) Violation of the city's Harassment Policy, including sexual harassment or inappropriate sexual conduct;
 - 19) Willful disobedience;
 - 20) Misuse of public property or employees;
 - 21) Conduct which causes discredit to the city;
 - 22) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
 - 23) Violation of city or department rules, regulations, orders, policies, procedures and/or directives, either written or verbal;
 - 24) Violation of any of the provisions of these policies and procedures;
 - 25) Failure to abide by reasonable safety precautions and risk management practices;
 - 26) Misuse or abuse of sick leave;
 - 27) Failure to meet expected performance levels;
 - 28) Failure to possess the minimum qualifications for the job;
 - 29) Outside employment which conflicts with the employee's city employment and/or impairs his/her ability to complete his/her city responsibilities;
 - 30) Failure to improve or change behavior specified in counseling or written requests, requirements and/or expectations made by a supervisor.

- 31) Violence or threat of violence against any another person.
- 32) Failure to cooperate and/or participate in an internal investigation.
- 33) Inability to report to work due to incarceration.
- 34) Causing damage to city property.
- 35) Unauthorized or inappropriate use of city logos and uniforms.

SECTION 14: DISCIPLINARY PROCEDURES

14-1 DISCIPLINARY ACTIONS

An employee whose conduct constitutes grounds for disciplinary action will be subject to the following discipline. THE FOLLOWING ARE NOT TO BE DEEMED A PROGRESSIVE DISCIPLINARY SCHEME OR SYSTEM.

- 1) **Verbal Warning:** A verbally communicated warning to an employee by a supervisor for a work performance deficiency, which is documented in the employee's personnel file.
- 2) **Written Reprimand:** A formal written notice outlining work performance deficiencies and required corrective action, to an employee by a supervisor for disciplinary purposes, which is documented in the employee's personnel file.
- 3) **Suspension:** An employee may be suspended from work without pay for up to 30 days (240 hours). Except for Appointed Officials and Probationary Employees, a suspension of more than two days (16 hours), is subject to the outcome of a pre-determination hearing as outlined in this Section 14.
- 4) **Demotion:** An employee may be demoted to a position with or without a reduction in pay. Except for Appointed Officials and Probationary Employees, a demotion to a position with less pay is subject to the outcome of a pre-determination hearing as outlined in this Section 14.
- 5) **Dismissal:** An employee's employment may be terminated by dismissal. Except for Appointed Officials and Probationary Employees dismissal is subject to the outcome of a pre-determination hearing as outlined in this Section 14.

Appointed Officials may be demoted, suspended for more than two days without pay, or terminated only by the city council.

Employees whose conduct constitutes grounds for discipline may be subject to one or more of the foregoing disciplinary actions depending on the severity of the improper conduct. The city reserves the right to impose disciplinary action, up to and including dismissal, on a first offense, depending on the nature and severity of the improper conduct.

14-2 PRE-DETERMINATION HEARING

Whenever a Regular Full-time employee (not an Appointed Official or Probationary Employee) is subject to possible suspension without pay for more than two days (20 hours for Police Officers), demotion to a position with less pay, or dismissal, except as a result of a layoff or reorganization, a pre-determination hearing must be held prior to imposing disciplinary action.

The employee will be given prior written notice of at least three working days of the hearing. The notice will include an explanation of all charges against the employee and notice that discipline, up to and including dismissal, will be considered.

The pre-determination hearing will be conducted by the employee's Department Head or City Administrator for the purpose of allowing the employee to respond to the charges and present information the employee believes is relevant to the decision.

A decision of disciplinary action, if any, must be made by the individual conducting the hearing, and the employee will be notified in writing. This written notification must include:

- 1) The grounds for disciplinary action.
- 2) Any disciplinary action to be imposed.
- 3) The effective date and duration of the disciplinary action.
- 4) Any required corrective action necessary for the employee to avoid further disciplinary action.
- 5) Notice and a copy of the post-determination appeal process outlined herein, if the imposed disciplinary action is demotion to a position with less pay, dismissal, or a suspension of more than two days (16 hours).

Waiver of Pre-determination Hearing: An employee may waive the right to a pre-determination hearing. Such waiver must be in writing, signed by the employee, and specifically acknowledge that the employee has received a copy and read the requirements of this section, accepts the proposed discipline, and acknowledges that the waiver also applies to the right to appeal.

14-3 POST-DISCIPLINARY APPEAL PROCESS (UTAH CODE ANN. § 10-3-1106)

A Regular Full-time employee (not an Appointed Official or Probationary Employee) may use the post-disciplinary appeal process. Appeals to the Hearing Officer are made by filing written notice of the appeal with the City Recorder within ten (10) calendar days of receipt of the notice of the imposition of the suspension of more than two days (20 hours for Police Officers), demotion to a position with less pay, or dismissal, except if the action is the result of a layoff or reorganization.

The Hearing Officer must be an Administrative Law Judge or other legally trained individual appointed as an independent contractor by the Mayor with the advice and consent of the city council.

- 1) **Exhaustion of Internal Grievance Procedures:** The city designates the appeal to the Hearing Officer as the only internal post-disciplinary appeal procedure for

demotions to positions with less pay, dismissals or suspensions without pay for more than two days (20 hours for Police Officers).

- 2) **Appeal Hearing Process:** The employee is entitled to appear in person before the Hearing Officer and to be represented by counsel (at the employee's expense), to have a hearing open to the public, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

An employee or the city may request the hearing be open to the public.

A court-reporter will be provided for the hearing at the city's expense.

The Hearing Officer determines the admissibility of evidence and its use. Further, the Hearing Officer is not bound by the rules of evidence and may consider any evidence it determines relevant to the matter.

The standard of review is an administrative standard of whether the evidence shows that it is more likely than not that the findings and action taken by the Department Head or City Administrator are supported.

The Hearing Officer may establish hearing procedures consistent with *Utah Code Ann.* § 10-3-1106, and may modify those procedures at the hearing as may be equitable and conducive to a determination of the issues.

- 3) **Decision of Appeal Hearing:** Each decision of the Hearing Officer must be certified to the City Recorder no later than 15 days after the day on which the hearing is held; however, for good cause, the Hearing Officer may extend the 15 day period to a maximum of 60 calendar days, if the employee and the city both consent.

Upon reaching a determination, the Hearing Officer will issue the decision. A decision is issued when it is signed and dated by the Hearing Officer, and certified with the City Recorder. The City Recorder will immediately distribute the certified decision to the employee and the City Administrator.

If the Hearing Officer does not uphold the suspension, demotion or dismissal to a position with less pay, the Hearing Officer will provide in the order that:

- a. the employee will receive the employee's salary for the period of time during which the employee was dismissed or suspended without pay less any amounts the employee earned from other employment during this period of time; or
- b. the employee will be paid any deficiency in salary for the period during which the employee was demoted or involuntarily transferred to a position of less remuneration.

Any final action or order of the Hearing Officer may be submitted by either the employee or the city to the Utah Court of Appeals for review by filing a petition for

review with that court no later than 30 days from the date of the issuance of the final action or order of the Hearing Officer.

SECTION 15: GRIEVANCE PROCEDURE

Grievances by employees may not be used to interfere with or appeal a pre-determination hearing, discipline resulting from a pre-determination hearing, or the post-discipline appeal process.

Circumstance of Grievance to be Avoided: It is the policy of the city insofar as possible to prevent the occurrence of grievances and deal promptly with those which occur.

Duty of Department Head: Whenever a grievance arises or is directed to the attention of the Department Head, the Department Head will discuss all relevant circumstances with the employee and remove the cause of the grievance to the extent the department head deems advisable and possesses authority.

Duty of the City Administrator: If the Department Head fails or is not authorized to settle the grievance in a satisfactory manner, the written grievance and Department Head's decision will be referred to the City Administrator. If a grievance involves a Department Head it may be taken directly to the City Administrator. If a grievance involves the City Administrator it may be taken directly to the Mayor. The City Administrator or Mayor, as appropriate, will investigate the circumstances and resolve the grievance to the extent he/she deems advisable and possesses authority.

Review by City Council: If the City Administrator or Mayor fails to resolve the grievance, the grievance may be taken to the City Council by filing a notice in writing with the City Recorder. The City Council will schedule a hearing with the parties within the two regularly scheduled council meetings ensuing after receipt of the grievance. The City Council will render a written decision to the employee within ten (10) working days after the conclusion of the hearing. The City Council will render its findings and decision to all concerned parties, in writing, which decision will be final and binding.

MEMORANDUM



TO: Mayor and City Council
DATE: August 29, 2018
FROM: Ben White
RE: Mountain View Subdivision – Final Plat

DEV Group, LLC has applied for a 42-lot subdivision at approximately 2000 North east of 1100 West. The property contains 26.70 acres and extends from 1100 West to the Prospector Trail right of way.

Project Summary

1. All lots meet the minimum size and width requirements for the R-1-22 zone.
2. Planning Commission granted final plat approval on August 28th.
3. Planning Commission recommended no park strip on 1100 West since no homes are to face that street and so that the sidewalk will be consistent with the Kinross Subdivision to the north (6' wide sidewalk and no park strip).
4. Overhead and underground utility easements are shown on the plat. These easements will require non-typical placement of houses on some of the lots. The underground pipelines have created havoc for utility designs causing as much six feet of fill in places under the road.
5. DSB Canal Trail connection is shown between lots 109 and 110. The trail connection will be installed by the developer and has been approved by Davis County.
6. Storm water detention for this project will be achieved via the basin being constructed as part of the Kinross development. Written approval from Kinross has been received.
7. A written agreement with Kinross for secondary water service has been provided.
8. Street lights are included at intersections and at periodic spacing throughout the development.
9. Fire hydrant spacing meets city spacing criteria.
10. Private rear yard drains are required and included on most lots.
11. An existing on-site well is identified to be properly abandoned.
12. Staff has a geotechnical report for the development.
13. Two designs for the northeast end of the road drainage is acceptable to the city. One drains all of the street to the south and the second drains the last 75 feet of street on to the adjacent property. **The adjacent property owner, Robert Straatman, is evaluating which option he prefers.** It is a choice between some interim drainage or bringing in more fill to match a future road grade. Either option is fine with staff.

- 14. Water rights will need to be deeded prior to recording the plat.**
- 15. A preliminary title report has been provided. Review by the city attorney prior to recording will be required.**
- 16. Other minor corrections to the improvement drawings.**
- 17. Payment of impact and inspection fees prior to recording.**
- 18. Post appropriate improvement bonds**

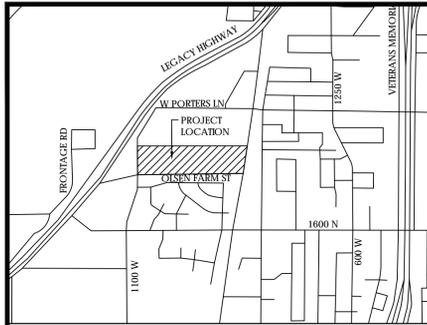
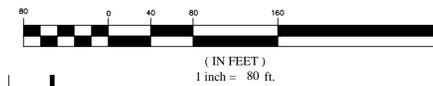
Items 14 through 18 listed above are typically not completed until after city council approval and the final plat is ready to record. The full 31-page construction set is available at city hall for your review as well.

MOUNTAIN VIEW ESTATES

LOCATED IN THE NW 1/4 OF SECTION 13, T2N, R1W,
SALT LAKE BASE & MERIDIAN
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

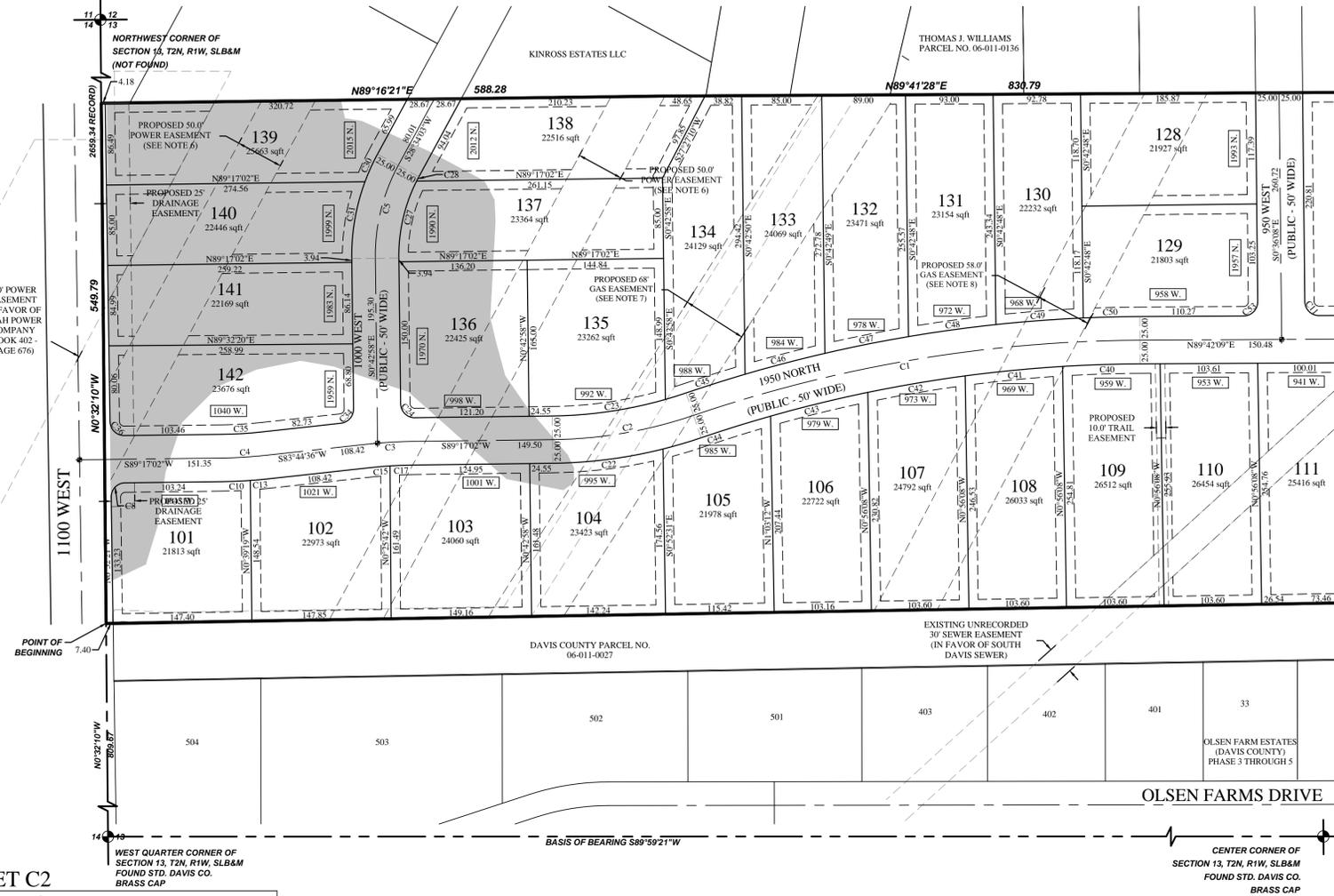


GRAPHIC SCALE



VICINITY MAP

N.T.S.



NOTES

1. ALL PUE'S ARE 10' FOR SIDE, FRONT, AND REAR YARDS, UNLESS OTHERWISE NOTED.
2. ACCESS IS RESTRICTED FOR LOTS 1 AND 139-142. DOUBLE FRONTED LOTS CAN ONLY ACCESS ONE STREET.
3. OWNER OF LOT 122 IS RESPONSIBLE TO INSTALL AND/OR REPAIR LANDSCAPING WHEN THE TEMPORARY CUL-DE-SAC IS REMOVED. CITY IS RESPONSIBLE TO REMOVE TEMPORARY TURNAROUND AND CONSTRUCT CURB AND SIDEWALK.
4. APPROVAL OF THIS DEVELOPMENT PLAT DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF THE SUB-SURFACE SOIL NOR THE LOCATION OR DEPTH OF GROUND WATER TABLES. CONSULT THE GEO-TECHNICAL STUDY FOR THIS PROJECT FOR ADDITIONAL INFORMATION.
5. MAINTENANCE FOR THE REAR YARD DRAINS AND 12" DIAMETER PIPES OR SMALLER ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. UTAH POWER AND LIGHT COMPANY WAS GRANTED 2 BLANKET EASEMENTS RECORDED IN BOOK D, PAGE 530 & BOOK 402, PAGE 676 ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.
7. UTAH OIL REFINING COMPANY WAS GRANTED A BLANKET EASEMENT RECORDED IN BOOK O, PAGE 476 ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.
8. WASATCH GAS COMPANY WAS GRANTED A BLANKET EASEMENT RECORDED IN BOOK H, PAGE 580 ON RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

FEMA NOTES

1. THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FEMA ZONE AE AND ZONE X ACCORDING TO MAP NUMBERS 49011C0391E AND 49011C0392E WITH EFFECTIVE DATE JUNE 18, 2007.
2. ZONE AE (SHADED AREA) IS DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.
3. ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Evan J. Wood
Professional Land Surveyor
Certificate No. 10516507

Date

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 00°32'10" W 809.56 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON AN EXTENDED FENCE LINE; RUNNING THENCE N 00°32'10" W 549.79 FEET ALONG SAID SECTION LINE TO A FENCE LINE EXTENDED; THENCE THE NEXT FOUR (4) COURSES TO AND ALONG AN EXISTING FENCE LINE, (1) N 89°16'21" E 592.45 FEET; (2) N 89°41'28" E 830.79 FEET; (3) N 88°26'02" E 248.82 FEET; (4) N 89°30'25" E 521.21 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE D&RGW RAILROAD; THENCE S 08°58'14" W 543.54 FEET ALONG SAID RIGHT OF WAY LINE TO AN EXISTING FENCE LINE; THENCE THE NEXT THREE (3) COURSES ALONG SAID FENCE LINE, (1) S 88°55'58" W 495.68 FEET; (2) S 88°59'41" W 354.28 FEET; (3) S 89°03'11" W 1253.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.78 ACRES.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

MOUNTAIN VIEW ESTATES

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH, ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY BOUNTIFUL CITY.

SIGNED THIS _____ DAY OF _____, 20____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

SHEET C2



<p>PLANNING COMMISSION</p> <p>APPROVED THIS _____ DAY OF _____, 20____ BY THE WEST BOUNTIFUL CITY PLANNING COMMISSION.</p> <p>PLANNING COMMISSION CHAIRMAN _____</p>	<p>CITY ENGINEER</p> <p>APPROVED THIS _____ DAY OF _____, A.D., 20____</p> <p>WEST BOUNTIFUL CITY ENGINEER _____</p>	<p>CITY ATTORNEY</p> <p>APPROVED THIS _____ DAY OF _____, A.D., 20____</p> <p>WEST BOUNTIFUL CITY ATTORNEY _____</p>	<p>CITY COUNCIL</p> <p>PRESENTED TO THE WEST BOUNTIFUL CITY COUNCIL THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.</p> <p>MAYOR _____</p> <p>ATTEST _____ CITY RECORDER</p>
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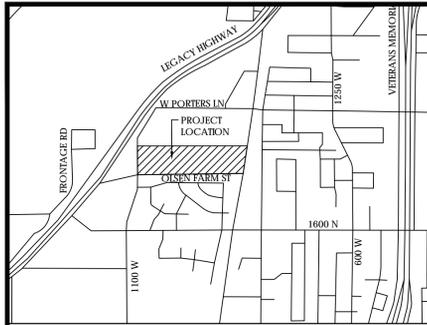
RECORDED # _____

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

S _____
FEE _____ COUNTY RECORDER

Z:\2018\18-137 TLG West Bountiful\design\18-137.dwg\sheets\FINAL\C2 - FINAL.PLT.dwg



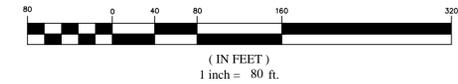
VICINITY MAP
N.T.S.

MOUNTAIN VIEW ESTATES

LOCATED IN THE NW 1/4 OF SECTION 13, T2N, R1W,
SALT LAKE BASE & MERIDIAN
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH



GRAPHIC SCALE



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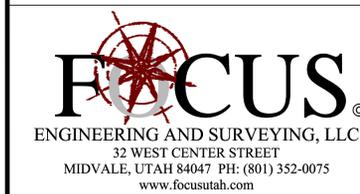


SEE SHEET C2

Line Table		
LINE	DIRECTION	LENGTH
L1	S45°30'17"E	17.74
L2	S53°09'39"W	50.00
L3	S35°49'53"W	50.00

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1500.00	18°26'12"	482.67	S80°29'03"W	480.59
C2	485.00	18°01'05"	152.52	N80°16'30"E	151.89
C3	485.00	5°32'26"	46.90	S86°30'49"E	46.88
C4	485.00	5°32'26"	46.90	N86°30'49"E	46.88
C5	200.00	29°17'01"	102.22	S13°55'33"W	101.11
C6	50.00	17°14'10"	15.04	S28°13'16"E	14.98
C7	15.00	36°07'44"	9.46	S18°46'29"E	9.30
C8	15.00	90°09'23"	23.60	S44°12'30"W	21.24
C9	15.00	90°24'52"	23.67	N44°29'45"E	21.29
C10	510.00	3°20'08"	29.69	S87°36'58"W	29.69
C11	15.00	89°41'43"	23.48	S45°27'00"E	21.16
C13	510.00	2°12'18"	19.63	S84°50'45"W	19.63
C15	460.00	2°37'31"	21.08	S85°03'21"W	21.07
C17	460.00	2°54'55"	23.41	S87°49'34"W	23.40
C22	510.00	13°17'09"	118.26	S82°38'28"W	117.99
C23	460.00	15°09'33"	121.71	N81°42'15"E	121.35
C24	15.00	90°00'00"	23.56	S45°42'58"E	21.21
C27	175.00	27°35'33"	84.28	S13°04'48"W	83.46
C28	175.00	1°44'28"	5.17	S27°43'19"W	5.17
C30	225.00	8°10'05"	32.08	N24°29'01"E	32.05
C31	225.00	21°06'56"	82.92	N09°50'30"E	82.45
C34	15.00	84°27'34"	22.11	N41°30'49"E	20.16
C35	460.00	5°32'26"	44.48	N86°30'49"E	44.47
C36	15.00	89°50'37"	23.52	S45°47'40"E	21.18
C37	15.00	36°07'44"	9.46	N72°13'59"W	9.30
C38	50.00	73°25'42"	64.08	S89°07'02"W	59.78
C39	50.00	72°00'22"	62.84	S16°24'00"W	58.78
C40	1475.00	18°26'12"	474.63	S80°29'03"W	472.58
C41	1475.00	18°26'12"	474.63	S80°29'03"W	472.58
C42	1475.00	18°26'12"	474.63	S80°29'03"W	472.58
C43	1475.00	18°26'12"	474.63	S80°29'03"W	472.58
C44	1475.00	18°26'12"	474.63	S80°29'03"W	472.58
C45	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C46	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C47	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C48	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C49	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C50	1525.00	18°26'12"	490.71	S80°29'03"W	488.60
C53	15.00	90°18'17"	23.64	N44°33'00"E	21.27

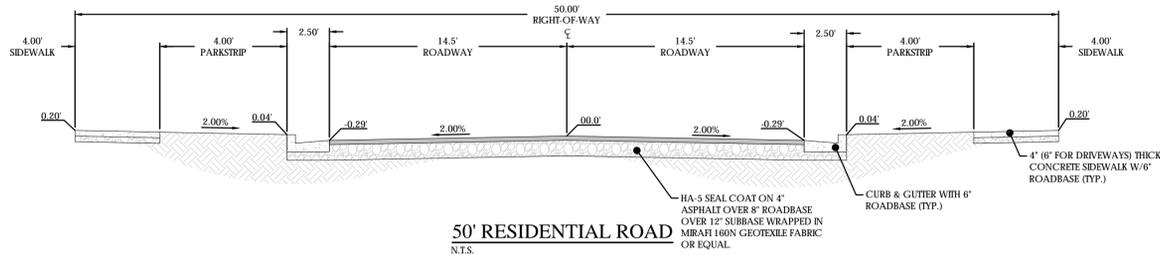
SHEET C2.1



RECORDED # _____
 STATE OF UTAH, COUNTY OF DAVIS
 RECORDED AND FILED AT THE REQUEST OF _____

 DATE _____ TIME _____ BOOK _____ PAGE _____
 \$ _____
 FEE _____ COUNTY RECORDER _____

Z:\2018\18-137 TLG West Bountiful\design 18-137.dwg\sheets\FINAL\C2.1 - FINAL PLAT.dwg



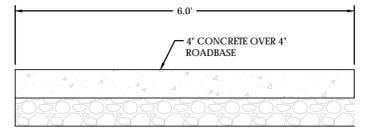
FOCUS
ENGINEERING AND SURVEYING, LLC
52 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex SW	EXIST. SECONDARY WATER
XXXX	EXIST. FENCE
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
o XXXXX	SPOT ELEVATION

- FEMA NOTES**
- THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FEMA ZONE AE AND ZONE X ACCORDING TO MAP NUMBERS 49011C0391E AND 49011C0392E WITH EFFECTIVE DATE JUNE 18, 2007
 - ZONE AE (SHADED AREA) IS DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
 - ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



MATCHLINE SEE SHEET C3

MATCHLINE SEE SHEET C3.2

MOUNTAIN VIEW ESTATES
WEST BOUNTIFUL, UTAH
SITE PLAN

REVISION BLOCK

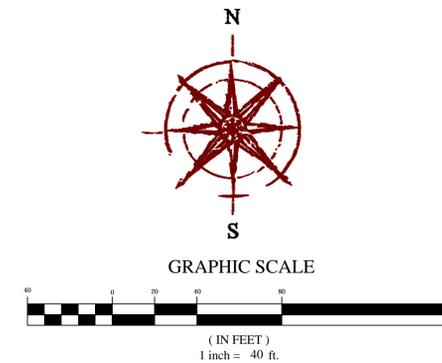
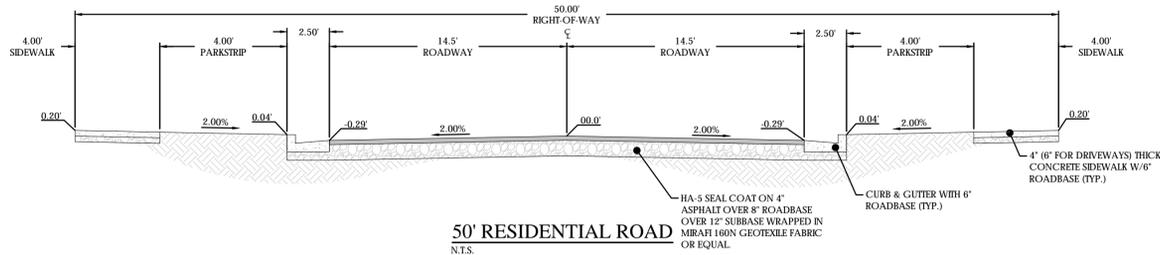
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN

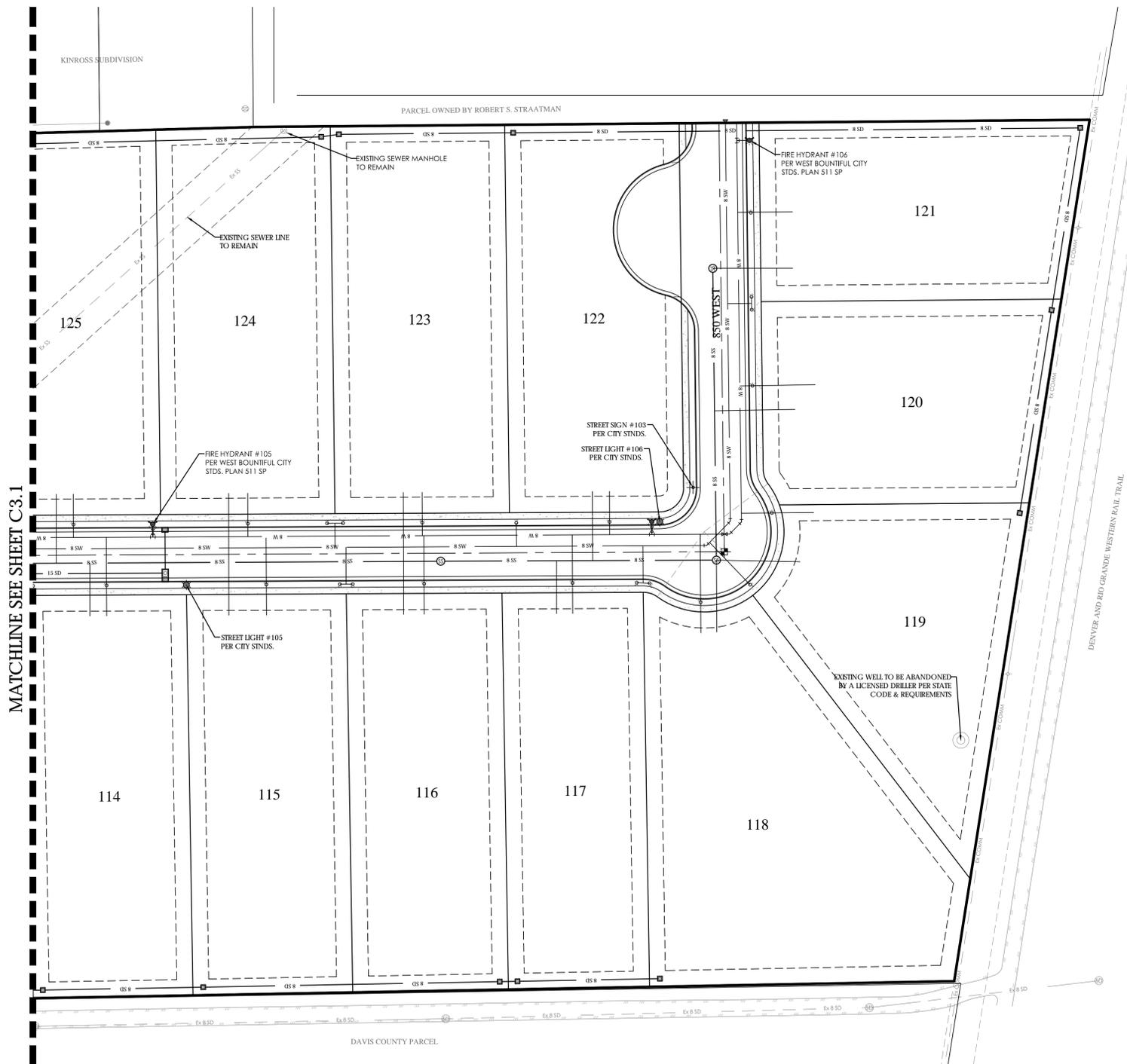
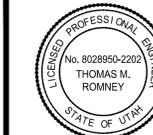
Scale: 1"=40' Drawn: BP
Date: 8/27/2018 Job #: 18-137
Sheet: **C3.1**



Z:_2018_18-137 TEG West Bountiful - design 18-137.dwg - Sheets\FINAL\C3.1 - SITE PLAN.dwg



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
52 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
-----	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
---	EXIST. FENCE
XXXXX	EXIST. CONTOUR MAJOR
XXXXX	EXIST. CONTOUR MINOR
+	SIGN
⊙	STREET LIGHT
⊙	SD MH, INLET, AND COMBO
⊙	SEWER MANHOLE
⊙	VALVE, TEE & BEND
⊙	WATER BLOW-OFF
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⊙	EXIST. STREET MONUMENT
⊙	EXIST. SD INLET & MH
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⊙	EXIST. VALVE, TEE, & BEND
⊙	EXIST. FIRE HYDRANT
○XXXXX	SPOT ELEVATION

FEMA NOTES

- THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FEMA ZONE AE AND ZONE X ACCORDING TO MAP NUMBERS 49011C0391E AND 49011C0392E WITH EFFECTIVE DATE JUNE 18, 2007
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- ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

MATCHLINE SEE SHEET C3.1

MOUNTAIN VIEW ESTATES
WEST BOUNTIFUL, UTAH
SITE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

SITE PLAN

Scale: 1"=40' Drawn: BP
Date: 8/27/2018 Job #: 18-137
Sheet:

C3.2



MEMORANDUM



TO: Mayor and City Council

DATE: August 30, 2018

FROM: Ben White

RE: Olsen Farms 5A Subdivision (Jeff Olsen) @ 1752 N 1100 West

Background

Mr. Jeff Olsen is seeking to divide his one-acre parcel situated between 1100 West Street and Eagle Glenn Circle into two one-half acre lots. His existing home is located on one of the proposed lots. The city council granted final plat approval for the subdivision in March 2017.

Municipal Code paragraph 16.16.030.O requires an approved plat to be recorded within twelve months of city council approval before it becomes void, unless the city council grants an extension of up to 6 months. Conditions for granting an extension include:

- Finding that the extension will not be detrimental to the city.
- If fees have increased, the increased fee be paid
- If bond amounts have changed, the bond be adjusted appropriately

Analysis

- A. There have been no zoning or code changes since March 2017 which would alter the requirements of this subdivision request. The proposed lots meet the minimum requirements for the R-1-22 zone.
- B. All required fees for the subdivision have been previously paid by the applicant. There have been no fee adjustments that would require the payment of additional fees.
- C. Curb and sidewalk on 1100 West along the frontage of the property was a requirement of the March 2017 plat approval. The applicant has completed that work. Therefore, no additional bonding would be required.

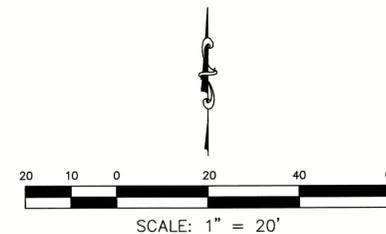
Recommendation

Two options appear to be the most obvious.

1. The city council may grant the plat approval extension finding that good cause has been shown and there will be no detrimental effect on the city.
2. The city council may deny the extension. The applicant would then need to make a new subdivision application and follow the standard review process (including review by the Planning Commission) before returning to City Council for their consideration.

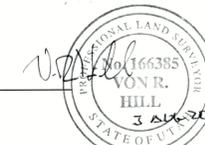
OLSEN FARM ESTATES 5A SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 14 AND THE NW 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
AUGUST 2017



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES 5A SUBDIVISION.



VON R. HILL

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 0°32'10" WEST 163.21 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH 89°47'11" WEST 110.42 FEET TO THE EAST LINE OF 1100 WEST STREET; THENCE ALONG SAID EAST LINE NORTH 22°17'47" EAST 164.54 FEET TO THE SOUTH LINE OF LOT 505, OLSEN FARM ESTATES PLAT 5; THENCE LEAVING SAID EAST LINE AND RUNNING ALONG THE SOUTH LINE OF SAID LOT 505 NORTH 89°47'11" EAST 263.05 FEET TO THE WEST LINE OF EAGLE GLENN CIRCLE; THENCE ALONG SAID WEST LINE SOUTH 0°32'10" EAST 152.00 FEET; THENCE SOUTH 89°47'11" WEST 216.48 FEET TO THE POINT OF BEGINNING. CONTAINING 1.029 ACRES.

OWNER'S DEDICATION

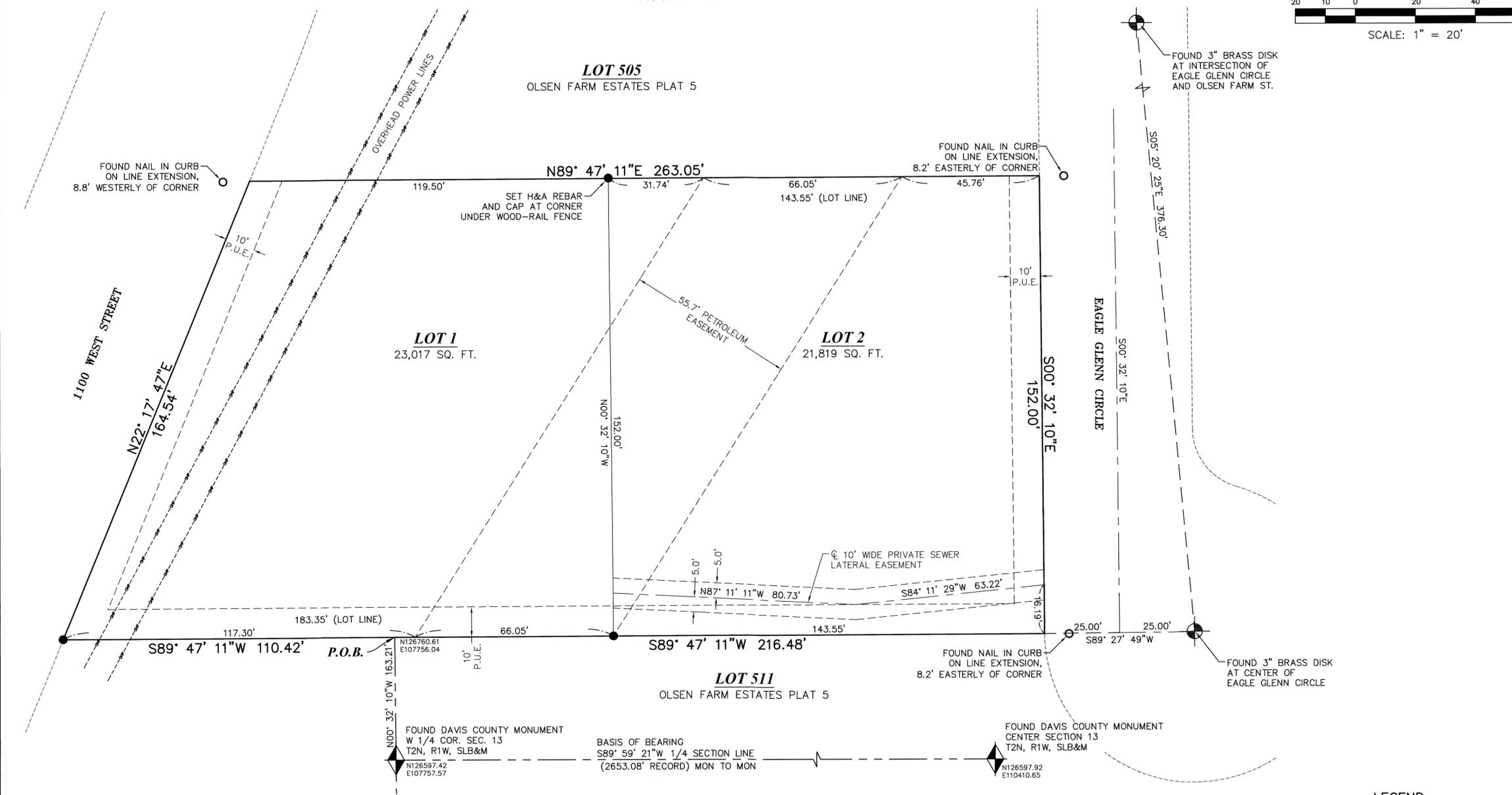
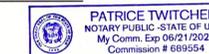
KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES 5A SUBDIVISION, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

SIGNED THIS 22 DAY OF August, 2016.
JEFFERY OLSEN

ACKNOWLEDGEMENT

ON THIS 22nd DAY OF August, 2018, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, JEFFERY OLSEN, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: Patrice Twitchell
RESIDENCE: Davis County
MY COMMISSION EXPIRES: 6-21-2020



GENERAL NOTES

- ALL FRONT AND REAR LOT EASEMENTS SHOWN ARE 10.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED. INSIDE PERIMETER OF SUBDIVISION IS A 10.0' WIDE EASEMENT.
- ALL SIDE EASEMENTS 7.00' WIDE.
- ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
- P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.
- WETLAND AREAS ARE NOT TO BE DISTURBED

LEGEND

- SUBDIVISION LINE _____
- LOT LINES _____
- ROAD CENTERLINE _____
- SECTION LINES _____
- TIE TO MONUMENT _____
- PUBLIC UTILITY EASEMENT (P.U.E.) _____
- SET 5/8" REBAR AND H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●
- FOUND PROPERTY MARKER (AS NOTED) ○

181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Fax 801-298-5983

PROJ# 1194001
12/23/2015
01/26/2016
02/22/2016

08/03/2017

RECOMMENDED FOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20__

WEST BOUNTIFUL CITY ENGINEER

RECOMMENDED FOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20__ BY THE
PLANNING COMMISSION OF WEST BOUNTIFUL CITY.

CHAIRMAN: _____

WEST BOUNTIFUL CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF WEST BOUNTIFUL, UTAH THIS
_____ DAY OF _____, 20__ AT WHICH TIME THIS SUBDIVISION
WAS APPROVED AND ACCEPTED.

MAYOR: _____

CITY RECORDER ATTEST: _____

RECOMMENDED FOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20__

WEST BOUNTIFUL CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20__ AT
_____ IN BOOK _____ OF _____

COUNTY RECORDER _____

BY _____ DEPUTY

MEMORANDUM



TO: Mayor and City Council

DATE: May 9, 2018

FROM: Ben White

RE: Modification #2 to previously approved Highgate Estates Subdivision Final Plat

Mr. Al Jones and Onion Patch Securities, LLC are requesting to realign the 1450 West street which would also affect the boundary of the subdivision.

Background

- A. The Highgate plat has been previously approved by city council, and the developer is diligently working to install the infrastructure at this time.
- B. Al Jones' new house is approximately half finished and is adjacent to the soon to be completed 1450 West street being constructed as part of the Highgate subdivision.
- C. Now that the Jones' house is framed and the family can better visualize the house in relation to the street, they feel the house will be too close to the street. Their desire is to move the proposed road approximately 22 feet further east.
- D. The developers of Highgate own sufficient property to accommodate this request, and are making private arrangements with Mr. Jones regarding their property.
- E. The Highgate plat is not recorded yet, so any proposed adjustments are simpler now than after the plat is recorded.

Options

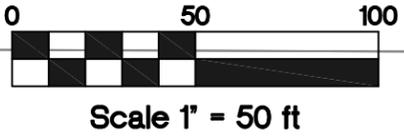
As designed, 1450 West swings to the east just south of the Mill Creek Meadows intersection. The proposed road alignment would move the road easterly just north and through the Mill Creek intersection.

1. Option 1: Leave the road as currently designed. This option does not require approval of a plat amendment.
2. Option 2: Move the proposed road 22 feet east which will require the reconstruction of the 1450 West and Mill Creek intersection. It will also create a small extra space in the street right of way on the west side. The adjoining property owner does not want the extra property.

The attached sketches shows the proposed road and plat change.



1450 WEST MILLBRIDGE LANE INTERSECTION OPTION 3



1450 WEST

250' RADIUS

30' MIN ASPHALT



250' RADIUS

REMOVE EXISTING WINGWALL

MILLBRIDGE LANE

REMOVE EXISTING WINGWALL

AL JONES PROPERTY

MILLCREEK MEADOWS LOT 14

1450 WEST



WILDING
ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

WEST BOUNTIFUL CITY

RESOLUTION #442-18

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN
DAVIS COUNTY AND WEST BOUNTIFUL CITY**

WHEREAS, local government entities are authorized by the Utah Local Cooperative Act (UTAH CODE § ANN. 11-13-101, *et. Seq.*) to enter into agreements with each other, upon a resolution to do so by the respective governing bodies, to do what each agency is authorized by law to perform; and

WHEREAS, West Bountiful City previously submitted to Davis County a Prop One Funding Application for the 640 West Bicycle and Pedestrian Street Improvements Project; and

WHEREAS, Davis County desires to grant the Application and partially reimburse the City for the permitted or authorized costs and expenses in connection with the Project consistent with the terms and provisions of the attached interlocal cooperation transportation project reimbursement agreement between Davis County and West Bountiful City.

NOW THEREFORE BE IT RESOLVED by the West Bountiful City Council that the attached interlocal agreement between Davis County and West Bountiful City be approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

Adopted this 4th day of September 2018. This resolution shall take effect immediately upon passage.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

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

Recitals

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

B. WHEREAS, the County, on or about June 22, 2017, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2017 transportation sales tax revenue to be used for qualifying transportation projects; and

C. WHEREAS, the City, on or about September 9, 2017, submitted a *Davis County Prop One Funding Application* (the “Application”) to the County for the 640 Bicycle and Pedestrian Street Improvements (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

D. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

E. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

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

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs and expenses related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, or codes that are applicable to the Project; and

e. The City shall comply with all parameters outlined in the letter from the Davis County Commission dated June 23rd, 2017, incorporated herein by reference, and attached as Exhibit B.

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount not to exceed 70% or \$115,00 of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

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

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

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

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

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

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

<u>To the City:</u> West Bountiful City Attention: City Manager 550 North 800 West West Bountiful, UT 84010	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
---	---

7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

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

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

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

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

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

for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

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

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

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

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

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

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

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

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

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

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

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

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

[This space is left blank intentionally. The signature page follows.]

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

WEST BOUNTIFUL CITY

Mayor

Dated: _____

ATTEST:

West Bountiful City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Bountiful City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division

Dated: _____

EXHIBIT A



Davis County Prop One Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature: [Handwritten Signature] Date: 9-6-2017

APPLICATION INFORMATION

Project Sponsor: West Bountiful City and Centerville
Contact Person: Ben White
Address: 550 N 800 West, West Bountiful
Phone: 801.292.4416
Email: bwhite@wbcity.org

PROJECT INFORMATION

Project Title: 640 West (1250 W Centerville) Bicycle and Pedestrian Access
Project Location: 640 W/1250 W south of the Megaplex movie theater and north of Porter Lane
Facility Length: 0.16
Brief Project Description: The project is to improve access and safety for vehicles, bicycles and pedestrians by providing the critical missing infrastructure. Currently, the travel lanes are disjointed due to past development patterns across city boundaries. To improve pedestrian and bicycle safety, this project will provide for complete, consistent vehicular travel lanes, including dedicated bike lanes. The project will complete a gap in the pedestrian sidewalk network which will now be complete from Parrish Lane to Porter Lane.

Have any public information or community meetings been held? Yes / No

Describe public and agency support for the project. (Examples: petitions, written endorsements, resolutions, etc.)

A written endorsement from Centerville to be added to this project is included.



Davis County Prop One Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:	Date:
-------------------	--------------

APPLICATION INFORMATION

Project Sponsor:	West Bountiful City and Centerville		
Contact Person:	Ben White	Title:	West Bountiful City Engineer
Address:	550 N 800 West, West Bountiful	ZIP:	84087
Phone:	801.292.4486	Mobile:	801.309.7229
Email:	bwhite@wbcity.org		

PROJECT INFORMATION

Project Title:	640 West (1250 W Centerville) Bicycle and Pedestrian Access
Project Location:	640 W/1250 W south of the Megaplex movie theater and north of Porter Lane
Facility Length:	0.16

Brief Project Description: The project is to improve access and safety for vehicles, bicycles and pedestrians by providing the critical missing infrastructure. Currently, the travel lanes are disjointed due to past development patterns across city boundaries. To improve pedestrian and bicycle safety, this project will provide for complete, consistent vehicular travel lanes, including dedicated bike lanes. The project will complete a gap in the pedestrian sidewalk network which will now be complete from Parrish Lane to Pages Lane.

Have any public information or community meetings been held? **Yes** **Yes / No**

Describe public and private support for the project.
(Examples: petitions, written endorsements, resolutions, etc.):

A written endorsement from Centerville to be added to this project is included.

Project Description

Project Name: 640 West (1250 W Centerville) Bicycle and Pedestrian Access

(A location map with aerial view must be attached)

Project Termini- Begin: 75 North Centerville

End: 2300 North West Bountiful

Functional Classification State / Local Roadway or Other

Average Daily Users Existing 2040 Forecast

Scope of Work (Attach conceptual plans if available): [Projected 2040 Average Weekday Traffic Link](#)

Concept design plans are attached. The project widens the existing asphalt street to a uniform 48 feet. The widened street will include dedicated bike lanes. The project will also construct missing curb and provide for a grade separated concrete sidewalk for pedestrians.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

A 48' wide asphalt road way with curb on both sides is proposed. The striping will include dedicated bike lanes, north south travel lanes and a transitional center lane. Concrete pedestrian sidewalk will be provided with a landscape park strip protection strip.

Describe any project work phases that are currently underway or have been completed.

The project is currently being designed by city staff. The intent is to have the project ready for construction in the spring 2018.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The right of way (ROW) has been owned by both cities for a very long time. The ROW is referenced on the Evergreen Business Park and Charnell Subdivision Plats. It is also referenced in many of the meets and bounds parcel deeds.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes/ No/ NA

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

Project Details

Does the project accommodate Transit (Turning Radii, Bus Stop, etc.)

This street is along the UTA Route 463 UTA is very much in favor of the bike lane and pedestrian access improvements. It corresponds with the Last Mile Initiative.

(Provide details of the transit accommodations.):

Does the project accommodate Pedestrian Traffic (Cross Walks, Side Walks, Lighting, etc.)

The sole purpose of the project is to improve pedestrian and bicycle safety along this street. Upon completion there will be a continuous sidewalk on the east side of the road from Parrish Lane to Pages Lane. This is the only missing section.

(Provide details of the pedestrian accommodations.):

Does the project accommodate Bike Traffic (with Signing, Striping, or Separate lane)

There will be striped bike lanes on both sides of the road upon completion of the project.

(Provide details of the bike traffic accommodations.):

Does the project help implement one of the Corridors, Communities or Centers identified in the WC2040 Vision?

The proposed project is outside of the WFRC 2040 Centers but it is a Centerville walkable community growth center

(Provide details as to what is being implemented.):

[Click Here to Access the WC 2040 Vision Brochure](#)

Project Provides Access to: (Select All that Apply)	Elementary Schools	<input type="checkbox"/>	Transit Stations	<input type="checkbox"/>	Work	<input type="checkbox" value="Yes"/>
	Trails/ Parks	<input type="checkbox" value="Yes"/>	High Schools	<input type="checkbox"/>	Shopping	<input type="checkbox" value="Yes"/>
	Junior High Schools	<input type="checkbox"/>	Community Centers	<input type="checkbox" value="Yes"/>	Other: __	<input type="checkbox" value="Yes"/>
						Movie Theater & Performing Arts Center

To what extent does the project fill a gap or complete a connection?

The proposed street is the north-south connector between Parrish Lane and Pages Lane in between I-15 and Legacy Highway. The proposed project will fill the only pedestrian sidewalk gap between the two streets. It is also the only incomplete road section which limits bicycle accessibility.

Project Proximity to (Existing Distance in Miles): Enter All that Apply	Elementary Schools	<input type="text" value="1.000"/>	Transit Stations	<input type="text" value="2.300"/>	Work	<input type="text" value="0.100"/>
	Trails/ Parks	<input type="text" value="0.200"/>	High Schools	<input type="text" value="1.500"/>	Shopping	<input type="text" value="0.400"/>
	Junior High Schools	<input type="text" value="2.000"/>	Community Centers	<input type="text" value="0.850"/>	Other: __	<input type="text" value="0.100"/>
						Movie Theater & Performing Arts Center

How does the project improve access to an employment center?

The pedestrian sidewalk will improve access to office buildings and the entertainment complex.

Desired Upgrades to Traffic Control Devices Enter All that Apply	School Signs	<input type="checkbox" value="No"/>	Bike Lane Markings	<input type="checkbox" value="Yes"/>	Pedestrian Signals	<input type="checkbox" value="No"/>
	Traffic Signals	<input type="checkbox" value="No"/>	Wayfinding Signs	<input type="checkbox" value="No"/>	Other: __	<input type="text"/> List other Traffic Devices here

Discuss what safety improvements are included in this project.

The asphalt street will be widened to provide consistent, uniform travel lanes for vehicles. The wider asphalt will also include dedicated bike lanes. Grade separated pedestrian sidewalks is a huge safety improvement.

Estimated delay reduction (Provide documentation)	<input type="text" value="0"/>	Click Here to Access the WFRC RTP Interactive Map	Project is a RTP highway or transit project, or is on the Regional Priority Bicycle Network	<input type="checkbox" value="No"/>	Regional Priority Bicycle Network	How many access management improvements are included? (Provide documentation)	<input type="text" value="0"/>
Estimated reduction in vehicle miles traveled. (Provide documentation)	<input type="text" value="0"/>	Total number of crashes on this facility or parallel roadway during the previous three years	<input type="text" value="10"/>	How many signal phasing, timing, and other improvements are included (Provide documentation)	<input type="text" value="0"/>	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)	<input type="text" value="0"/>
Percent of Freight Traffic	<input type="text" value="5"/>	Annual Average Daily Traffic & Truck Traffic Map/ Information	Number of Intersection Improvements? (Provide documentation)	<input type="text" value="0"/>	Other Project Benefits not yet listed?	<input type="text"/>	

Project Implementation Information

Project phases included in funding request:

Project Cost and Contributions:

No	Planning Activities	\$ 269,000.00	Total Estimated Project Cost	
No	Project Development & Environment Study	\$ 115,000.00	Davis County Prop One Funding Request	
Yes	Preliminary Engineering/ Final Design Plans	\$ 115,000.00	Local Funds	Eligible Match
Yes	Construction	\$ 39,000.00	In-Kind Donations (Dollar Value)	
Yes	Construction Engineering & Inspection	\$ -	Other Funding Contributions	

**** NOTE **** A minimum of 30% match is required

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed. (A detailed project cost estimate must be attached to this application.)

<u>Planning Activities</u>	\$	-	(enter estimate)
<u>Project Development & Environment Study</u>	\$	-	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$	10,000.00	(enter estimate)
<u>Right of Way</u>	\$	-	(enter estimate)
<u>Construction</u>	\$	172,000.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$	15,000.00	(enter estimate)
<u>Mobilization</u>	\$	10,000.00	(enter estimate)
<u>Subtotal</u>	\$	207,000.00	
<u>Contingency (15 % of Subtotal)</u>	\$	31,050.00	
<u>Utilities</u>	\$	-	(enter estimate)
<u>Miscellaneous</u>	\$	-	(enter estimate)
<u>Total Construction Cost</u>	\$	238,050.00	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$	30,946.50	(enter estimate)
<u>Other (Describe)</u>	\$	-	(enter estimate)
<u>Total Project Cost</u>	\$	268,996.50	

Project Notes



CENTERVILLE CITY

250 North Main • Centerville, Utah 84014-1824 • (801) 295-3477 • Fax: (801) 292-8034
Incorporated in 1915

Mayor
Paul A. Cutler

City Council

Tamlyn Filmore
William Ince
Stephanie We
George McEwen
Rajni Mehlam

City Manager

Steve H. Thacker

September 6, 2017

Davis County Commissioners
PO Box 618
Farmington, Utah 84025

Dear Commissioners:

Centerville City is pleased to be a joint sponsor of the Proposition One Funding Application submitted by West Bountiful City for the 640 West (1250 West in Centerville) Bicycle and Pedestrian Access Project. This important collector road connecting our two communities is currently non-standard for vehicle travel and does not provide safe passage for either bicyclists or pedestrians.

This area west of I-15—between Parrish Lane and Porter Lane—has changed dramatically over the past five years. Hundreds of apartments, a popular entertainment center, and new and expanding businesses have increased traffic volume significantly on 640 West/1250 West. Widening the road and adding curb and gutter will not only improve vehicle safety, but will allow standard bike lanes to be established in both directions. Completing gaps in the sidewalk network will provide for safe pedestrian access to bus stops, entertainment (movie theaters), recreation (Legacy Parkway/D&RGW Trail network), employment, church meetings and shopping.

This is Centerville's highest priority among the several potential uses we considered for use of the County's Proposition One funds. We have decided not to submit a funding request for bus stops because UTA will be fully funding the first phase of those improvements within Centerville. We hope you will agree this joint application from Centerville and West Bountiful is a high priority for County assistance.

Thanks for making some of the County's Proposition One funds available to cities through this grant program.

Respectfully,

Paul A. Cutler
Mayor





640 WEST WEST BOUNTIFUL

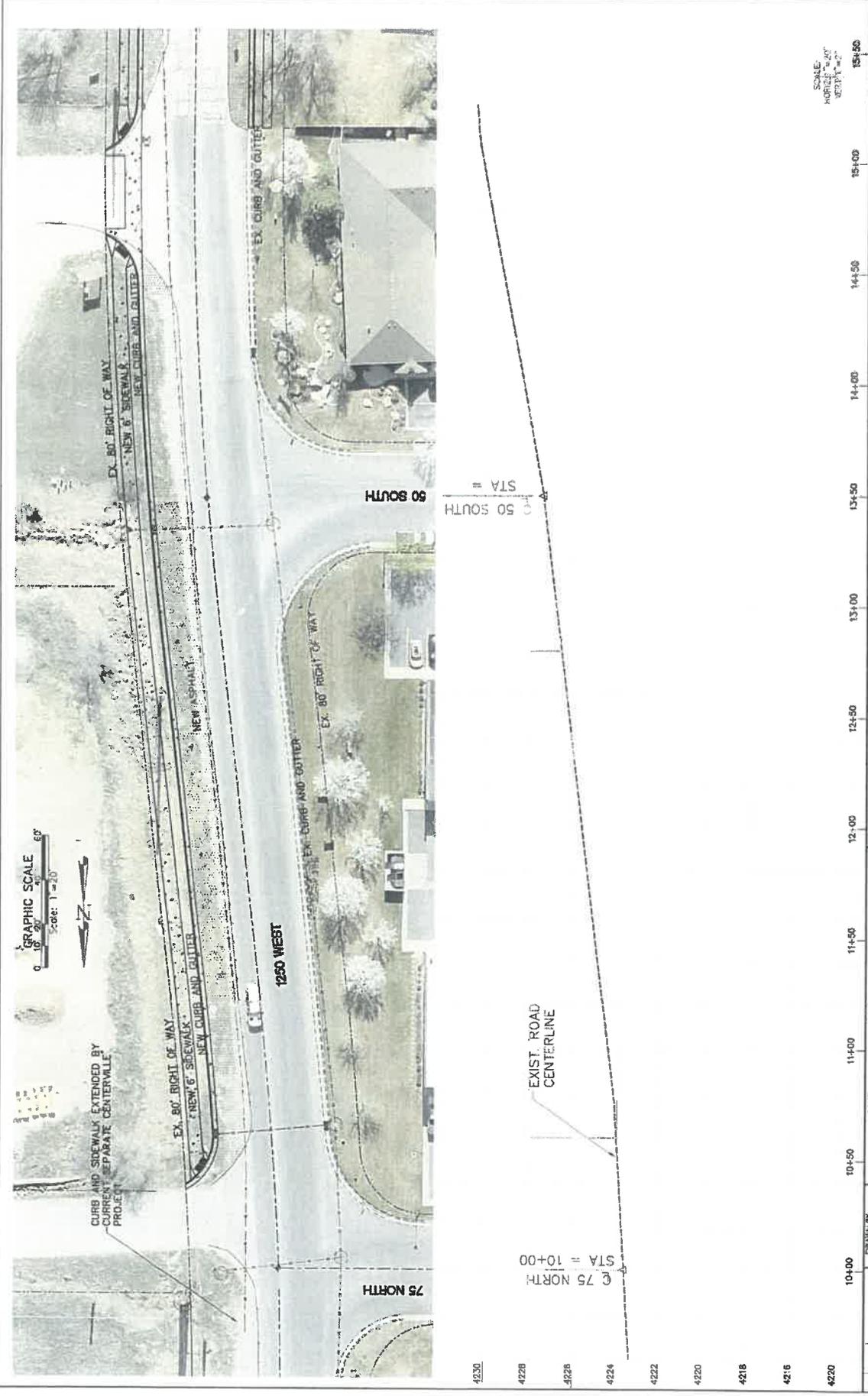


1250 WEST CENTERVILLE



VICINITY MAP

NO. DATE	REVISIONS	DRAWN BY BSW	FILE NAME C-01	DATE 8-17-17	WEST BOUNTIFUL CITY 550 North 800 West West Bountiful, UT 84087 Office: 801.292.4466 Fax: 801.292.6355 www.tccity.org	640 WEST-1250 WEST BICYCLE AND PEDESTRIAN ACCESS	VICINITY MAP & CROSS SECTIONS	PROJECT NO. 17-019
								TEST NO. C-01



NO.	DATE	REVISIONS
4230		
4228		
4226		
4224		
4222		
4220		
4218		
4216		
4220		

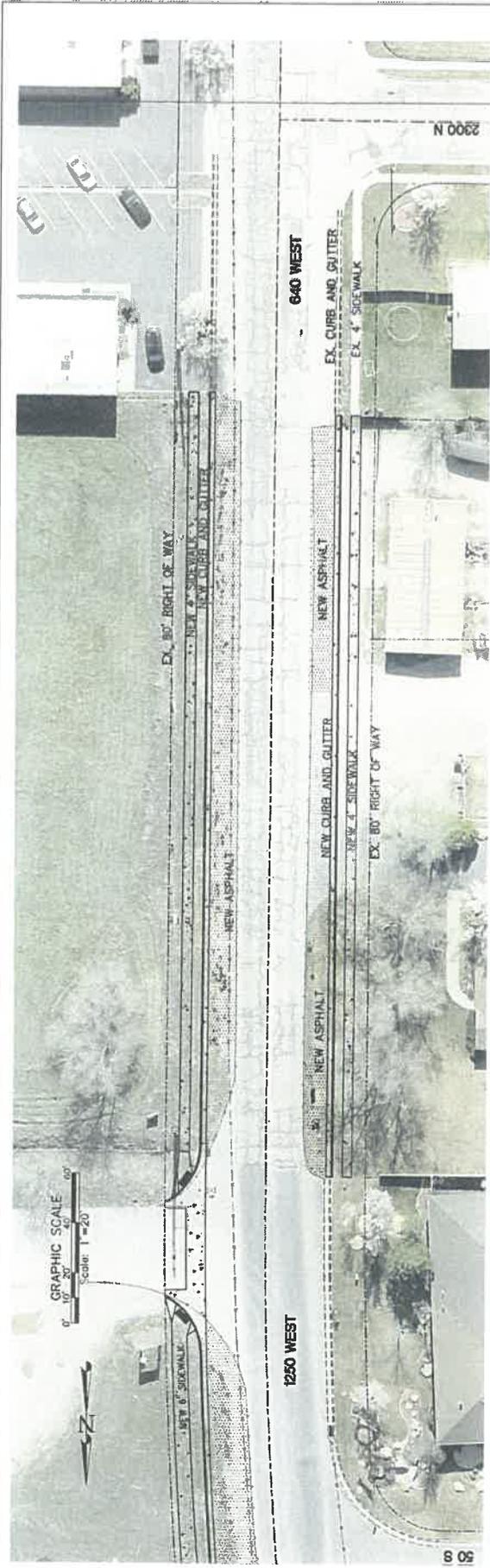
DRAWN BY: BSW
 FILE NAME: C-02
 DATE: 8-17-12

WEST BOUNTIFUL CITY
 550 North 600 West
 West Bountiful, UT 84087
 Office: 801.292.4466 Fax: 801.292.6355
 www.westcity.org

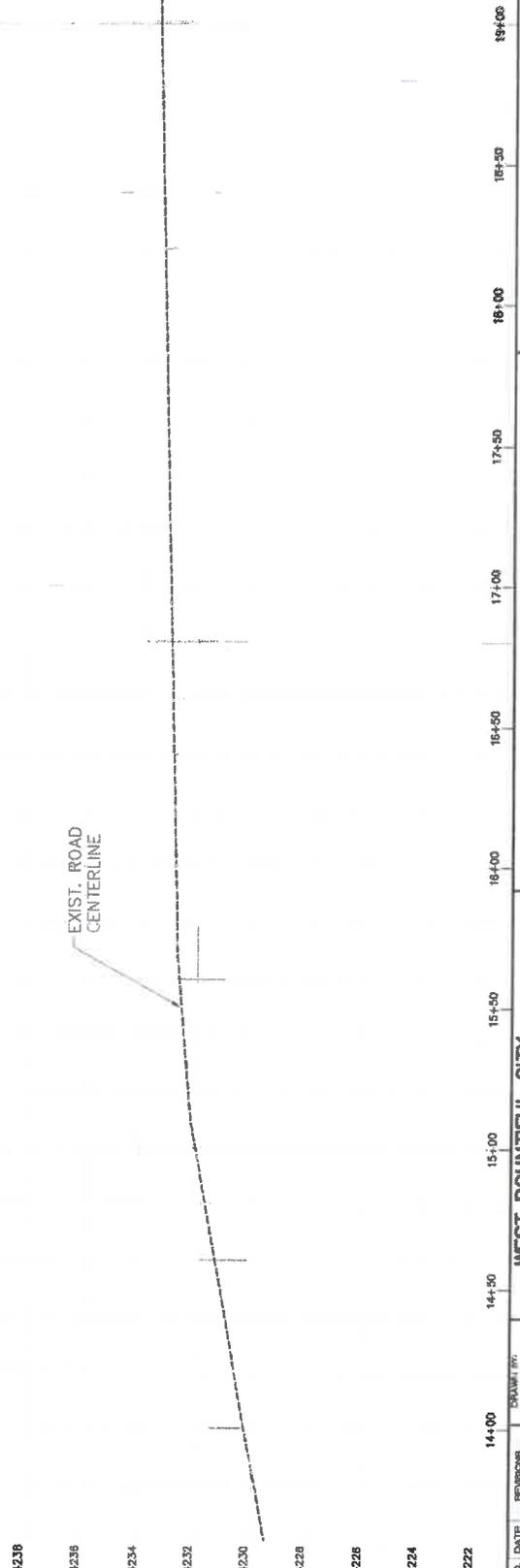
640 WEST-1250 WEST
BICYCLE AND PEDESTRIAN ACCESS

PLAN AND PROFILE
STA 10+00 TO 15+10

SCALE: HORIZONTAL = 1" = 40'
 VERTICAL = 1" = 20'
 PROJECT NO. 17-019
 DRAWING NO. C-02
 SHEET NO. 2 OF 8



STA #
 2300 NORTH



SCALE:
 HORIZ. 1"=20'
 VERT. 1"=2'

NO.	DATE	PERSONS	DRAWN BY	BSW	FILE NAME	C-03	DATE	B-17-17
4236								
4238								
4234								
4232								
4230								
4228								
4226								
4224								
4222								

PLAN AND PROFILE
 STA 15+00 TO 19+00

640 WEST-1250 WEST
 BICYCLE AND PEDESTRIAN ACCESS

WEST BOUNTIFUL CITY
 550 North 800 West
 West Bountiful, UT 84087
 Office: 801.292.4488 Fax: 801.292.6355
 www.wbcity.org

PROJECT NO.
 17-019
 SHEET NO.
 C-03
 DATE
 8-17-17

EXHIBIT B



Davis County Commission

Commissioner P. Bret Millburn Commissioner James E. Smith Commissioner Randy B. Elliott

June 23, 2017

Dear Mayor/Director:

Davis County is seeking interested parties to participate in a matching grant program for Proposition 1 monies. The parameters are outlined below. A Letter of Intent (enclosed) must be submitted for any project to be considered for funding. Submit separate Letters of Intent for different projects and rank your priorities.

TIMELINE for 2017:

July 14	Letter of Intent is due
September 8	Application is due
November 1	Decisions will be announced

PARAMETERS:

1. Cities within Davis County, UDOT and UTA may submit applications for these funds. Other applicants may partner with these entities.
2. A minimum 30% match is required.
 - a. Right-of-way cannot be used as a match, unless it is purchased immediately prior to construction.
 - b. Environmental work and planning studies can be used as a match.
 - c. Other grants can be combined and used as a match.
 - d. Other types of in-kind match may be eligible.
3. Construction must be completed within two years from the date the project funding is awarded.
4. The sponsor must commit to funding the operation and maintenance of the constructed facility.
5. Projects must follow American Public Works Association (APWA) standards.
6. Except for non-motorized trails and bike lanes, improvements must be located on the statewide functional classification system (regional minor collectors and above).
7. Eligible active transportation projects include trails, bike lanes, sidewalks and related infrastructure.
8. The following project types are not eligible:
 - a. Roadway pavement preservation, maintenance and reconstruction.
 - b. Purchase of right-of-way only.
 - c. Environmental work and planning studies, except for non-motorized trails.



Davis County Administration Building P.O. Box 618 • Farmington, Utah 84025
Telephone: 801-451-3200 • Fax: 801-451-3202 • TDD: 801-451-3228
E-mail: commissioners@daviscountyutah.gov • Website: www.daviscountyutah.gov

Connects.You.

Letter of Intent and questions are to be directed to:

Jeff Oyler, Planning Manager
Davis County Community and Economic Development,
P.O. Box 618
Farmington, UT 84025
joyler@daviscountyutah.gov
[801-451-3279](tel:801-451-3279)

Thank you for your interest.

Sincerely,

A handwritten signature in blue ink, appearing to read "James E. Smith", with a long horizontal flourish extending to the right.

James E. Smith, Chair
Davis County Commission

Enclosure

MEMORANDUM



TO: Mayor and City Council

DATE: August 29, 2018

FROM: Duane Huffman

RE: **Purchase Approvals**

The city's procurement code requires that certain purchases of \$10,000 or more first be approved by the city council. Approval is requested for the following:

1. Vac Trailer

The FY 18/19 budget includes \$75,000 in the Water Fund for the purchase of a new trailer-mounted vacuum excavator to replace the city's current old, undersized vac trailer. This equipment is used to safely and efficiently expose utility lines when repairing water lines, as well as when maintaining water valves, water meters, pot-holing, and for similar work.

Staff proposes the purchase of a HX30 Vacuum Excavator and accessories for \$59,148.33 (see attached quote). This represents the lowest cost and best fit of multiple quotes/models explored by staff.

2. Parks Tractor

The FY 18/19 budget includes \$30,000 in the RAP Fund for the purchase of a new parks tractor with rough cut, snow blower, and sweeper attachments. This new equipment will be used to mow non-grass public areas, remove snow from park sidewalks and around city hall, and sweep after projects.

Staff proposes the purchase of a Steiner 450 32HP Kubota tractor and accessories for \$31,902.00 (see attached quote). As the sweeper will be used to clean streets after water projects, it is proposed that the Water Fund share in \$1,902 of the cost. This equipment is on the state contract.

3. Power Washer

The FY 18/19 budget includes \$12,000 in the General Fund for the purchase of a new trailer mounted pressure washer to replace the city's broken pressure washer. This equipment is used to clean equipment, clean buildings and grounds, and remove graffiti.

Staff proposes the purchase of A 4'X12' Green Power Wash System with a 23HP Hot Vanguard Engine for \$12,980 (see attached quote). This equipment is on the state contract.

4. Traffic Signs

While not projected to be \$10,000, new flashing speed limit signs are a significant purchase that was not discussed in the budget planning process for FY 18/19. For several years the city has received an increasing number of complaints about vehicle speeds on roads such as 1100 W, 600 W, and Pages Lane. In order to reduce speeds and collect additional data, staff recommends the purchase of two battery/solar powered flashing speed limit signs for a total of \$7,000 (see attached materials). The intent is to install these signs for a period of several months in a single location to help educate drivers, and then move the signs to other areas in the city. The purchase will come from the General Fund.

Ditch Witch of The Rockies

DITCH WITCH OF THE ROCKIES (UTAH)
4310 WEST CALIFORNIA AVENUE
SALT LAKE CITY, UT 84104
Phone: 801-974-9600

For: West Bountiful City
Description: HX30 Vac
Date: 8/9/2018
Salesperson: Jeff Lee
Mobile: 801-472-9077
E-Mail: jeffl@ditchwitchrockies.com

Price Quote

Quote valid until 8/31/2018

HX30 Vacuum Excavator

The powerful **Ditch Witch HX30** vacuum excavator features a 24.8-hp Kubota® diesel engine for advanced performance and productivity on any mid-sized potholing, soft-excavation or cleanup tasks. Customer-driven features meet the needs of the operators who use the machine daily, with reduced operator fatigue and a low-profile design, which scales down unit height without compromising ground clearance. This industry-leading machine offers **best-in-class filtration** and features a **patent-pending design for optimized air flow and increased efficiency**.

Qty	Part Number	Description
1	HX30	HX30 (500 gal spoils/200 gal water) with cyclonic filter for dry materials
1	190-2385	TRAILER TONGUE TOOLBOX
1	350-3061	TRAFFIC CONE STORAGE
1	350-3197	SPARE TIRE CARRIER
1	205-1237	T/W (ST235/80R16)
1	190-2507	PROSPECTOR ASSEMBLY, W/48" LANCE,#3 NOZZ
1	315-651	7' SUCTION TOOL
1	AIRGAP	WATER AIR GAP (FOR MUNICIPALITIES)
1	025-1035	VT14 500 GAL STANDARD TRAILER
1	350-3060	REAR WORK LIGHTS
1	JIBBOOM	JIB BOOM
1	RVSFLW	REVERSE FLOW
1	HYDJACK	HYDRAULIC JACK
2	150-5242	13' of Extra 3 in Hose

Discounted Amount Before Tax \$ 59,148.33
US Dollars

Additional Items:
Freight- \$1,500

Note: Pricing **does not** include freight, or any applicable taxes or doc fees.



At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. After all, we're in this together.

Q U O T A T I O N

UNITED SERVICE & SALES
 2808 S. Main Street
 Salt Lake City, UT 84115 USA
 Phone #: (801)485-5770
 Fax #: (801)485-5774

PHONE #:
 CELL #:
 ALT. #:
 P.O.#:
 TERMS: **NET 30**
 SALES TYPE: **Quote**

DATE: **8/10/2018**
 ORDER #: **1296**
 CUSTOMER #: **100789**
 CP: **Brad**
 LOCATION: **1**
 STATUS: **Active**

BILL TO 100789

WEST BOUNTIFUL CITY
 550 NO. 800 W.
 WEST BOUNTIFUL, UT 84087

SHIP TO

WEST BOUNTIFUL CITY
 550 NO. 800 W.
 WEST BOUNTIFUL, UT 84087

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
SCH	75-75032	STEINER 450 32 HP KUBOTA LIQUID COOLED	1	\$18,863.00	\$18,863.00
SCH	75-71200	DW200 DUAL WHEEL SET, 440, FIELD TRAX	1	\$1,203.00	\$1,203.00
SCH	75-71204	WB201 WEIGHT KIT (4-WEIGHTS)	1	\$397.00	\$397.00
SCH	75-71300	RC720- ROUGH CUT MOWER 72"	1	\$2,456.00	\$2,456.00
SCH	75-71301	CASTER WHEEL KIT, ROUGH CUT MOWER	1	\$473.00	\$473.00
SCH	75-71231	SB648 48" PROFESSIONAL SNOW BLOWER	1	\$3,584.00	\$3,584.00
SCH	75-71234A	ELECTRIC CHUTE DEFLECTOR KIT	1	\$348.00	\$348.00
SCH	75-70587B	RS454, 54" SWEEPER, HYDRO DRIVE WITH REVERSE	1	\$4,038.00	\$4,038.00
****	LABOR	LABOR TO SET UP MACHINE	1	\$90.00	\$90.00
MISC	INCOMING FREIGHT	INCOMING FREIGHT	1	\$450.00	\$450.00

STATE CONTRACT # MA2190.

IF YOU WANT THE DEMO BROOM -\$350.00 FROM QUOTE.
 TOTAL WITH DEMO BROOM \$31,552.00.

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$31,902.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$31,902.00</u>

Authorized By: _____

450 TRACTOR SPECIFICATIONS

Dimensions:

Overall Width: 44.5", 50.5" with optional wheel extensions,
66.5" with dual wheels
Overall Length: 80.5" with ROPS up
Overall Height: 73.5" with ROPS up, 55" with ROPS folded
Wheelbase (front to rear axle): 43.5"
Minimum Ground Clearance: 4.75"
Frame Oscillation: 9"
Frame Articulation: 36 degrees, 43.5" turning radius with inner steering cylinder rear mount location, 56.0" turning radius with outer steering cylinder rear mount location

Hydraulics:

Implement Pump: Turolla Group 2 Series, Fixed Displacement Gear Pump, Stacked Configuration
Flow Capacity (gpm): 6 gpm @ 3600 RPM
Lift, Steering, Auxiliary Pressure: 1750 PSI
Hydraulic Oil Capacity: 5.25 US Gallons

Transmission:

Drive Train: Eaton® model 70160, Variable Displacement Piston Pump
Transaxles: (2) Peerless® 2600 Dual Range
Speeds: 0-9.5 MPH Forward, 7.0 MPH Reverse-High;
0-6 MPH Forward, 4.5 MPH Reverse-Low
Steering: Hydraulic Power Steering
Brakes: Dual Disc and Front and Rear Axles

Attachment Drive:

Front PTO Clutch: Warner® CMS 250 Series
Electric Clutch/Brake
Hydraulic Outlets: Quick Couplers-
Front Auxiliary

Fuel System:

7 US Gallon Tank Capacity

Wheels:

Field Trac (All Terrain) 22x12-10
Mag Off Road (Bar) 22x12-10
Lightfoot (Turf) 22x11-10

Hitch:

Front: Steiner® Quick-Hitch™, with standard front release control
Back: Standard 2" receiver hitch, with optional category 1 three-point hitch

High-Back Bucket Seat with Rear Storage Pouch:

Armrests: Standard
Suspension: Radial Bearing Suspension, optional Mechanical Suspension
Adjustment: 6" Fore and Aft

Additional Features:

Lighting: Dual LED Headlights and Taillights
Storage Compartment: Standard
Cup Holder: Standard
PTO Tension Adjustment: Manual
12 Volt Outlet: Standard – 15 Amp



MODEL SPECIFICATIONS

Model #	75-75025	75-75032	75-75037
Engine	Kubota® D902	Kubota® WG972	Vanguard™ M61 EFI
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm
Fuel Type	Diesel	Gasoline	Gasoline
Horsepower (Gross)	25 hp	32.5 hp	37 hp
Displacement	898 cc	962 cc	993 cc
Cylinders	3	3	2
Cooling	Liquid	Liquid	Air
Fuel Capacity	7 gal	7 gal	7 gal
Charging	40 Amp	40 Amp	50 Amp
Battery	630 CCA	450 CCA	450 CCA
Slope Rating, Continuous	20° Max	20° Max	20° Max
Slope Rating, Intermittent (10 minutes or less)	30° Max	30° Max	30° Max
Weight (with Field Trac tires and fuel)	1665 lb	1660 lb	1575 lb

Steiner® uses commercial-strength engine options for longevity and ease of service. All engines are warranted by their respective manufacturer and your local dealer. The power engine ratings are provided by the engine manufacturer. Actual power output is dependent on many factors including engine rpm, air density and engine condition.



All Steiner products are made with pride in the U.S.A. and are warranted commercially for 2 years. Please see your local dealer for full warranty details also found in the product manual. Your safety is important to us. Before operating any turf maintenance equipment, consult your operator's manual for safe operating and maintenance procedures.

For more information about Steiner® products, visit your Steiner® dealer today.
For the location of the dealer nearest you, call 1-866-469-1242 or 1-920-699-2000.
Visit us on the Web at www.steinerturf.com



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PowerLine Industries Inc
14773 Heritagecrest Way
Riverton, UT 84065

Invoice

www.powerlineindustries.com

Date 7/10/2018
Invoice # 63708

Bill To

WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL UT 84087

Ship To

WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

P.O. Number 007472 Terms DUE ON RECEI... Rep LAW Account # 8012924486 Ship 6/28/2018 F.O.B. Riverton

Quantity	Item Code	Description	Price Each	Amount
1	NEWEQ	4'X12' GREEN POWER WASH SYSTEM VIN # 58LMU1226JA001591 23HP HOT VANGUARD ENGINE SER # PL41314	12,980.00	12,980.00
	Warning	WARNING UNDER NO CIRCUMSTANCES SHOULD THIS EQUIPMENT BE OPERATED BY ANY PERSON OR PERSONS WHO HAVE NOT BEEN FULLY TRAINED IN THE PROPER OPERATION AND SAFE USE OF THIS EQUIPMENT. ON HOT WATER SYSTEMS DO NOT OPERATE ABOVE 120 DEGREES SAFETY AND USE INSTRUCTIONS ARE PROVIDED WITH THE EQUIPMENT AND ADDITIONAL TRAINING MATERIALS ARE AVAILABLE ONLINE AND UPON REQUEST FROM POWER LINE INDUSTRIES INC	0.00	0.00

THANK YOU FOR YOUR BUSINESS!

ok sm

10-60-740

Subtotal	\$12,980.00
Sales Tax (6.85%)	\$0.00
Total	\$12,980.00
Balance Due	\$12,980.00

(801) 645-0777 or (800) 624-8186

Returned check fee will be \$35.00. A finance charge of 1.5 % (18% A.P.R.) will be charged on all past due accounts. Customer agrees to pay all reasonable collection and/or attorney fees. If account is turned over for collection, an additional 50% minimum of outstanding balance will be charged to cover collection costs.



SafePace® 550 Variable Speed Limit Sign

The new Traffic Logix® SafePace® 550 Variable Speed Limit Sign offers the flexibility to display speed limits based on work or school zone scheduling. Using highly visible LEDs, the SafePace 550 Variable Speed Limit Sign ensures that motorists are aware when the speed limit has changed.

With a built-in strobe and flashing digits to warn violators, the SafePace 550 sign is ideal for use anywhere that speed limits fluctuate. Offering outstanding features and superior functionality, the SafePace 550 Variable Speed Limit Sign will keep your roads safe.



Choice of faceplate colors available

550 Specifications

Digit Size	15"
Height	40"
Weight	25 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features

MUTCD compliant with static "SPEED LIMIT" message and highly visible 15" LED digits

Unique light enhancing, anti glare lens system provides **brilliant visibility** even in poor lighting.

Includes **integrated flashing speed violator strobe** to alert speeding drivers

Ultra **low power consumption** including the most power efficient radar technology available and optional solar power

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists

Superior construction and durability for long-lasting performance

High strength aluminum sign face and individual optical lenses to **protect against vandalism and theft**

Speed violator strobe can be programmed to flash at designated speeds

Ideal solution for locations with changing speed limits such as school or work zones

MEMORANDUM



TO: Mayor and City Council

DATE: August 30, 2018

FROM: Duane Huffman

RE: **Dogs in Parks and Other Regulations**

This memo introduces Ordinance 411-18, which amends city code to clarify and establish regulations for city parks, trails, trailheads, and other public greenspace.

In reviewing the city's code related to city parks, staff discovered that code may not be applicable to other areas such as trails, trailheads, or other city-owned green spaces. The current code is also lacking in regulating activities that are dangerous to persons or property.

At the direction of council at the July 17th meeting, staff has shortened and simplified previously proposed language.

WEST BOUNTIFUL CITY

ORDINANCE #411-18

AN ORDINANCE AMENDING WBMC 12.24 RELATED TO PARK, TRAILS, AND TRAILHEAD REGULATIONS

WHEREAS, Utah Code Annotated § 10-8-9 grants authority to the West Bountiful City Council to establish, maintain, and provide for the supervision of public playgrounds and recreation places; and,

WHEREAS, the West Bountiful City Council desires to update practical regulations for the peace and safety of parks, trails, trailheads, and public green space:

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT THE FOLLOWING SECTIONS OF WEST BOUNTIFUL MUNICIPAL CODE BE MODIFIED AS SHOWN:

12.24 City Parks, Trails, Trailheads, & Public Green Space

~~12.24.010 Restrictions On Use~~

- ~~A. Until and unless changed by resolution of the city council, the parks of the City shall be kept open for public use from six a.m. to ten thirty p.m. seven days each week. Anyone desiring to use any of the city's parks beyond the normal hours of use may make application to the City, setting forth the use for which the park is desired, the person responsible for the use, the approximate number of people involved, and the hours during which said use is contemplated, and upon written authorization therefore, may use the same within the limits set forth in the permission granted by the City.~~
- ~~B. It is unlawful to use a city park or to be or remain therein beyond the limits herein set forth, or to use or permit the use of snowmobiles or other off-highway type vehicles or horses therein, or to use the park for golfing, putting or driving golf balls. It shall also be unlawful to park or drive or permit others to park or drive automobiles or other motor vehicles within any city park in other than designated parking or driving areas, or to allow motor vehicles to remain in said prohibited areas. All dogs must be on a leash. It is the duty of the person who owns or possesses a leashed dog to keep the animal under control at all times, and to immediately remove and dispose of dog feces or other waste.~~

12.24.010 Regulations on Use

The following provisions apply to any park, trail, trailhead or other green space open to the public, including parking lots on such property, that is owned, operated, or maintained by the city. Any person violating any of these rules and regulations shall be guilty of an infraction. Each violation shall be a separate offense. The mayor or designee may temporarily close or curtail activities when it has been deemed to be in the best interest of public safety, conduct, health, or order.

- A. The city council may set policies related to the rental of facilities and any associated fees by resolution.
- B. No persons are permitted during posted "closed" hours unless written permission is attained from the city.
- C. Camping or sleeping overnight is prohibited without written permission from the city.
- D. Dogs must be leashed. It is the duty of the person who owns or possesses a leashed dog to keep the animal under control at all times, and to immediately remove and dispose of dog feces or other waste.
- E. The sale, consumption or possession of intoxicating liquors or beverages and dangerous or narcotic drugs, or gambling of any kind is prohibited.
- F. No person shall cut, break, move, take or otherwise injure, destroy or deface any trees, shrubs, plants, turf, rock or any building, fence, bridge, sign or other structure or leave waste items or rubbish of any kind.
- G. No person shall discharge or set off any fireworks, firecrackers, rockets, or explosives without advance written consent of the city.
- H. No person shall set a trap or snare, or shoot, injure, annoy, disturb or poison any wild animal or bird, or injure or destroy any nest.
- I. Except for designated city employees or others authorized by the city, no person shall ride in or drive any motor vehicle which is self-propelled except upon designated roads or parking lots. Abandoned vehicles shall be towed at owner's expense.
- J. Except on posted trails, no horses, cattle, livestock, and domestic animals are allowed as described in Section D.
- K. Practicing or playing golf (except at Lakeside Golf Course) and archery is prohibited.
- L. Smoking of any kind is prohibited.

Adopted this 4th day of September 2018. This ordinance will become effective upon signing and posting.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held at 7:30 p.m. on **Tuesday, August 7, 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, and Andy Williams

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Brandon Erekson (Asst. Police Chief), Steve Maughan (Public Works Director), Cathy Brightwell (Recorder)

VISITORS: Alan Malan, Deby Marshall, Jan Ward, Melanee Ward, John Warnick, Lancaster Brown, Isaac Riches, Bob Holmes, Karin Wood, Alec Wood, Gary Jacketta, Rob Venson

Mayor Romney called the regular meeting to order at 7:30 pm. Mark Preece gave an invocation; James Bruhn led the Pledge of Allegiance.

1. Approve Agenda

MOTION: *Mark Preece made a Motion to approve the agenda as posted. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment - Two minutes per person, or five minutes if speaking on behalf of a group.

Bob Holmes, resident, complained about the ShopNow Deals ads that are left in driveways. He shared an experience he had when someone tried to leave one with him and was told the only way to stop getting them was to go to the website. After the second angry confrontation he called the police. He was also concerned that his 90-year old neighbor had to reach down to pick up the ads from her wheel chair to put in the garbage can which he didn't think was right. He was finally able to talk with someone from the company and even though they were nice, they were insistent that the best way to handle the situation was via the website. He finally went to the website and was concerned that they wanted a lot of personal information – it was basically an application to stop a service that was never requested.

Mr. Holmes said he does not want to wreck someone's business, but this company has no right to drop these ads on his property every week and to litter the city. He believes it is something the city should be able to address easier than individuals.

45 Duane Huffman explained that the city has been trying to get this company to stop leaving
46 their ads anywhere in West Bountiful, but they have refused. We posted information on the city's
47 social media sites to try to gather more evidence to deal with the issue. It is illegal for them to leave
48 ads at a home that has a No Solicitation sign, or to leave them on the street or public sidewalk so we
49 asked residents to send pictures if these situations occur.

50 Mayor Romney said he is aware of many frustrated citizens and encouraged them to work
51 with the city to help stop the problem.

52

53 **3. Public Hearing Regarding a Request for Annexation for 15.609 acres of Property at**
54 **Approximately 400 North and Legacy Parkway for Plumb Gardiner, LC.**

55 Duane Huffman summarized the issue and the process. Destination Homes filed this Petition
56 for Annexation on behalf of owners, Plumb, Gardner LC. This property would be in the Blended Use
57 (BU) zone and is not currently tied to any development application.

58

59 **MOTION:** *James Ahlstrom made a Motion to Open the Public Hearing. Andy Williams*
60 *seconded the Motion which PASSED by unanimous vote of all members*
61 *present.*

62

63 Deby Marshall, resident, asked if there are costs to city to annex this property. Mr. Huffman
64 responded that the application fee covers the administrative costs, and once annexed the city will
65 receive property taxes from the property. Council member Ahlstrom stated that if the land is
66 developed, there are fees to cover impacts to the city for things such as police, parks, streets, etc. Ms.
67 Marshall asked about access to the property and Mr. Huffman explained that it is all private land now
68 and if it is developed it would likely need to be tied to larger surrounding properties for multiple
69 access.

70

71 **MOTION:** *Andy Williams made a Motion to Close the Public Hearing. Mark Preece*
72 *seconded the Motion which PASSED by unanimous vote of all members*
73 *present.*

74

75 **4. Consider Ordinance 410-18, An Ordinance Amending the Municipal Zoning Map,**
76 **Annexing Certain Real Property and Extending the Corporate Limits of West Bountiful**
77 **City, Utah.**

78

79 Duane Huffman confirmed that Mr. Doxey has reviewed the Ordinance and it is acceptable.

80

81 **MOTION:** *James Ahlstrom made a Motion to Adopt Ordinance 410-18 as presented.*
82 *Andy Williams seconded the Motion which PASSED unanimously.*

83

84 The vote was recorded as follows:

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

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5. Public Works – Steve Maughan

- McKean Manor – all utility work is in, though water testing continues; we expect to see finish grading on the road and paving next week. He said that the curb and gutter on 800 West looks like it sticks out too far but there is an eight-foot park-strip along 800 West in the historic district. He also explained that the contractor last week blew a hydraulic hose and DEQ and Health department are handling it.
- Kinross Estates – utility work will last about two more weeks. Curb, gutter, and sidewalk are ongoing, and paving is expected to begin this week on Porter, 1100 W and 1000 W.
- Pages Lane – they have started sewer laterals, water lines, and underground utilities. We should start to see some progress.
- Work on the fence along the railroad tracks at city park will begin this week. Initially the design did not include a bottom rail, but we have worked it out and now will be solid frame. A temporary fence will be built before the new one is installed.
- Dominion has completed overlay 1450 W, 400 N, 830 W
- 1100 West speeding – have installed additional signs (30 mph, and Slow – Children at Play). Looking into electronic signs - \$1500 - \$2500 or more.
- Bidding out road striping now.
- Seal coats throughout city requires temp shutdowns from August 11 – August 26. Maps are available and will be on website and social media.

10. Administrative Report - Duane Huffman

- The annual ULCT conference will be held in Salt Lake City on September 12-14. Anyone interested in attending should contact staff to handle the registration.
- The crossing guard vacancy has not been filled; very limited interest so far.

11. Mayor/Council Reports

Kelly Enquist – no report.

James Bruhn reported on the nice appreciation dinner for Arts Council.

Mark Preece – no report.

James Ahlstrom – no report.

Andy Williams – Youth council will meet this week; they are working on new assignments.

Mayor Romney – provided results from the increased police patrols on 1100 West. There have been 92 traffic stops, 32 citations, and 60 warnings. He explained that cars going five to ten miles per hour over the speed limit are given a warning and cars going more than ten miles per hour over the speed limit are given citations. There was also one DUI arrest made during a traffic stop in this area.

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12. Approve Minutes from the July 17, 2018 City Council Meeting.

MOTION: *Kelly Enquist made a Motion to approve the July 17, 2018 City Council meeting minutes. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

14. Executive Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205(1)(a).

MOTION: *James Ahlstrom made a Motion to go into Executive Session in the Police Training Room to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual. Andy Williams seconded the Motion which PASSED with a Vote of 4-1.*

The vote was recorded as follows:

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

MOTION: *Kelly Enquist made a Motion to close the Executive Session. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

15. Adjourn Meeting.

MOTION: *James Bruhn made a Motion to adjourn this meeting of the West Bountiful City Council at 8:35 pm. Andy Williams seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council on August 21, 2018 by unanimous vote of all members present.