

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
James Bruhn  
Kelly Enquist  
Mark Preece  
Rod Wood

550 North 800 West  
West Bountiful, Utah 84087

Phone (801) 292-4486  
FAX (801) 292-6355  
www.WBCity.org

**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

**THIS MEETING WILL BE HELD ELECTRONICALLY ONLY**

## **CITY COUNCIL MEETING – AMENDED 4/20/2020**

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING  
AT 7:30 PM ON TUESDAY, APRIL 21, 2020**

Join Zoom Meeting (Video/Audio)  
<https://zoom.us/j/387548458>

**Meeting ID: 387 548 458**

One tap mobile  
+16699006833,,387548458# US (San Jose)  
+13462487799,,387548458# US (Houston)

Dial by your location (Audio Only)

+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)  
+1 312 676 6799 US (Chicago)  
+1 646 876 9923 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

### AGENDA:

7:30 pm Invocation/Thought – James Bruhn

1. Approve the Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Public Hearings
  - a. FY19/20 Budget Amendments
  - b. Vacate Easement – 1392 N 700 West – Bangerter
  - c. Vacate Easement – Highgate Estates Lots 9/10
  - d. Vacate Easement – Willey Lot 6A/Highgate Estates Lot 7.
4. Resolution 463-20, A Resolution to Vacate South Easement at 1392 N 700 West.
5. Resolution 464-20, A Resolution to Vacate Easement Between Lots 9 & 10 of Highgate Estates.
6. Resolution 465-20, A Resolution to Vacate Easement Between Lot 6A of Willey Subdivision and Lot 7 of Highgate Estates.
7. Plat Amendment for Hangar House Subdivision Combining Lot 6A of Willey Subdivision and Lot 7 of Highgate Estates.
8. Extension with Ace Recycling & Disposal for Collection Services.
9. Memorandum of Understanding with Utah Telecommunication Open Infrastructure Agency (UTOPIA).

10. Request to Extend Recording Deadline for Tailgate Acres Subdivision.
11. Resolution 466-20, FY 2019/2020 Budget Amendments.
12. Proclamation Declaring April 24, 2020 as Arbor Day in West Bountiful City.
13. Meeting Minutes From February 24, March 17 and April 7, 2020.
14. Police Report.
15. Public Works/Engineering Report.
16. Administrative Report.
17. Mayor/Council Reports.
18. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
19. Adjourn.

Those needing special accommodations can contact Cathy Brightwell at 801-292-4486 twenty-four hours prior to the meeting.  
*This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on April 19, 2020.*

**Mayor**  
Kenneth Romney

# **WEST BOUNTIFUL CITY**

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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## **NOTICE OF PUBLIC HEARING**

West Bountiful City Council will hold a public hearing electronically via Zoom on Tuesday, April 21, 2020 at 7:30 pm, or as soon as agenda permits.

The purpose of the hearing is to receive input on tentative amendments to the FY 2019-2020 budget. A copy of the proposal and instructions on how to participate on the call are available on the City website: [www.wbcity.org](http://www.wbcity.org).

All interested parties are invited to participate in the hearing. Written comments may be submitted to [dhuffman@wbcity.org](mailto:dhuffman@wbcity.org) prior to the meeting.

Cathy Brightwell  
City Recorder

**Mayor**  
Kenneth Romney

# **WEST BOUNTIFUL CITY**

**City Administrator**  
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James Ahlstrom  
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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## **NOTICE OF PUBLIC HEARING**

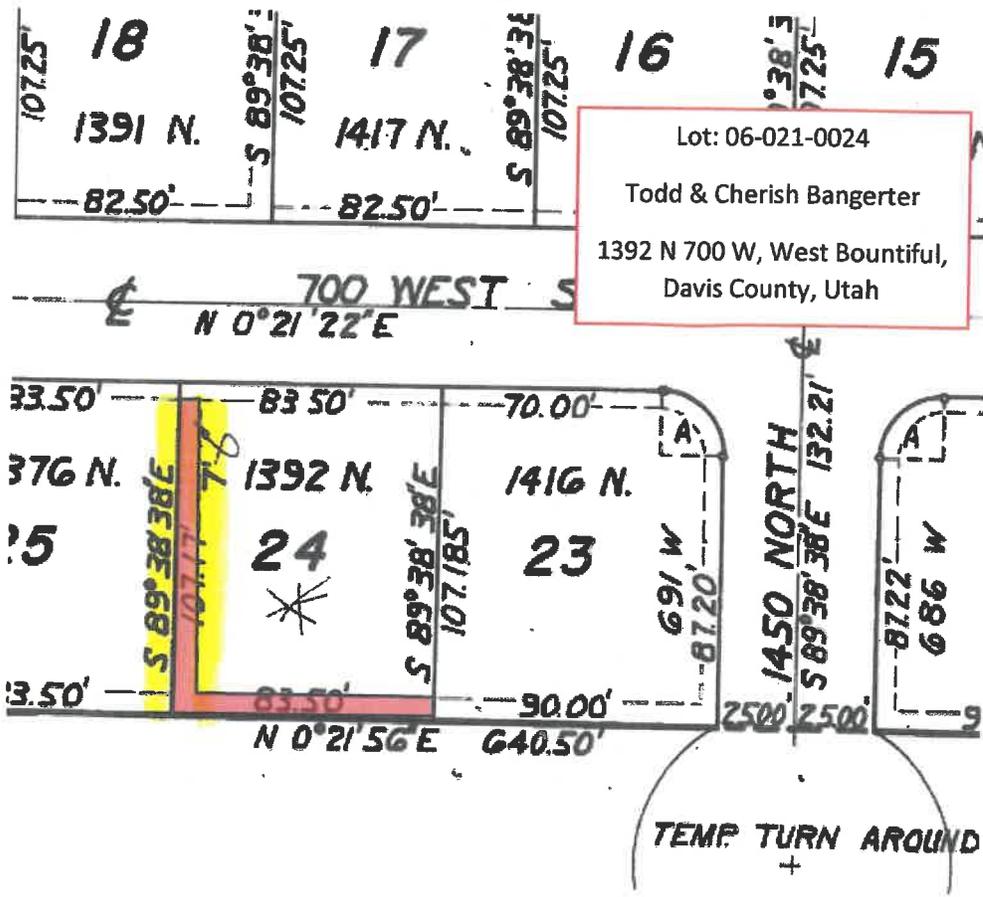
West Bountiful City Council will hold a public hearing on Tuesday, April 21, 2020 at 7:30 pm, or as soon as agenda permits. The hearing will be held electronically via Zoom. Details are available at [www.WBCity.org](http://www.WBCity.org)

The purpose of the hearing is to receive public comment regarding the proposed vacation of a Public Utility Easement on the south property line of 1392 N 700 West, West Bountiful so the property owner can build a garage.

All interested parties are invited to participate in the hearing. Written comments may be submitted to [Recorder@wbcity.org](mailto:Recorder@wbcity.org) prior to the meeting.

Cathy Brightwell  
City Recorder

# Exhibit A



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**Mayor**  
Kenneth Romney

# **WEST BOUNTIFUL CITY**

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
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West Bountiful, Utah 84087

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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## **NOTICE OF PUBLIC HEARING**

West Bountiful City Council will hold a public hearing on Tuesday, April 21, 2020 at 7:30 pm, or as soon as agenda permits. The meeting will be held electronically via Zoom.

The purpose of the hearing is to receive public comment regarding the vacation of a Public Utility Easement between Lot 9 – 80 S Belcourt Circle and Lot 10 – 1226 W Highgate Ave, West Bountiful. It is anticipated that the lot lines between these lots will be modified in the future to better fit a home.

All interested parties are invited to participate in the hearing. Written comments may be submitted prior to the meeting.

Cathy Brightwell  
City Recorder



**Mayor**  
Kenneth Romney

## **WEST BOUNTIFUL CITY**

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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## **NOTICE OF PUBLIC HEARING**

West Bountiful City Council will hold a public hearing on Tuesday, April 21, 2020 at 7:30 pm, or as soon as agenda permits. The meeting will be held electronically via Zoom.

The purpose of the hearing is to receive public comment regarding the vacation of a fourteen foot (14') Public Utility Easement between Lot 106 - 1280 W Highgate Ave and Lot 107 – 1262 W Highgate Ave., West Bountiful. Lot lines are being modified as part of the new Hangar House subdivision to better fit a future home which necessitates elimination of the easement.

All interested parties are invited to participate in the hearing. Written comments may be submitted to [Recorder@wbcity.org](mailto:Recorder@wbcity.org) prior to the meeting.

Cathy Brightwell  
City Recorder



**WEST BOUNTIFUL CITY**

RESOLUTION #463-20

***A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF THE SOUTH PUBLIC UTILITY EASEMENT LOCATED AT 1392 N 700 WEST***

**WHEREAS**, West Bountiful City has been petitioned by the above mentioned property owner to vacate public utility easement; and

**WHEREAS**, a public notice was published in the April 9, 2020 Davis Clipper Newspaper; and

**WHEREAS**, a public hearing was held on April 21, 2020 to receive public comment concerning the vacation of the easement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the West Bountiful City as follows:

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT Agreement for the property located at 1392 N 700 West.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon receipt of releases from the public utility agencies.

Passed and approved by the City Council of West Bountiful City this 21st day of April 2020.

\_\_\_\_\_  
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council member Ahlstrom	_____	_____
Council member Bruhn	_____	_____
Council member Enquist	_____	_____
Council member Preece	_____	_____
Council member Wood	_____	_____

ATTEST:

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

When Recorded Return to:  
West Bountiful City  
550 North 800 West  
West Bountiful, UT 84087

**RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT**  
**1392 N 700 West**  
**Tax ID: 06-021-0024**

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective \_\_\_\_\_, 2020 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and TODD and CHERISH BANGERTER (collectively, “*Owner*”).

Owner owns certain real property located at 1392 N 700 West, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the “*Property*”). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No.463-20, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner’s agreement to indemnify the City in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RELEASE OF EASEMENT.** The City disclaims, relinquishes, and releases any right, title, or interest it may have in and to the Easement, conditioned on the performance of Owner’s obligations under this Agreement.

**2. OWNER’S ACKNOWLEDGMENTS.** Owner acknowledges that certain public utilities may have interests in the Easement, and that the City’s release of the Easement does not automatically extinguish those interests. Owner is solely responsible for the use of that portion of the Property which was subservient to the Easement, as depicted and described in **Exhibit B** (the “*Easement Property*”), and will use the Easement Property at Owner’s own risk.

**3. RELEASE AND INDEMNIFICATION.** To the fullest extent allowed under applicable law, Owner hereby releases, and agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assigns from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, costs, and expenses (including reasonable attorney and expert fees), arising out of: (a) Owner’s breach of this Agreement; (b) Owner’s use of the Easement Property; or (c) any act or occurrence on the Easement Property. With respect to Owner’s agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner’s sole cost and expense.

**4. DISCLAIMER OF WARRANTIES.** The City makes no representations or warranties as to the availability of the Easement Property for any use intended by Owner, except to the extent of the release of the City’s interest in the Easement. The City will not be responsible for any injury to persons or property as a result of the design, installation, use, maintenance, or possession of improvements on the Easement Property.

5. MISCELLANEOUS.

a. **Covenants Run with the Land.** The covenants contained in this Agreement are covenants with respect to real property and will run with the land. Such covenants will be binding upon Owner's successors, assigns, agents, and legal representatives in the ownership or development of the Property. Owner, at Owner's expense, will record this Agreement or a memorandum of this Agreement with the Davis County Recorder.

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

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

d. **No Third-party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective officers, employees, agents, attorneys, successors, heirs, and assigns. No other person or entity will have any interest under this Agreement or be classified as a third-party beneficiary.

e. **Enforcement.** In the event any party is required to bring a legal action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to recover the party's costs and reasonable attorney fees.

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

*The remainder of this page left intentionally blank*

**THE CITY:**

WEST BOUNTIFUL CITY

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

Attest:

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

**OWNER:**

\_\_\_\_\_  
TODD BANGERTER

\_\_\_\_\_  
CHERISH BANGERTER

**ACKNOWLEDGMENTS**

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, Todd Bangerter and Cherish Bangerter appeared before me and, being duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners' duly authorized representative.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
*(Legal Description of the Property)*

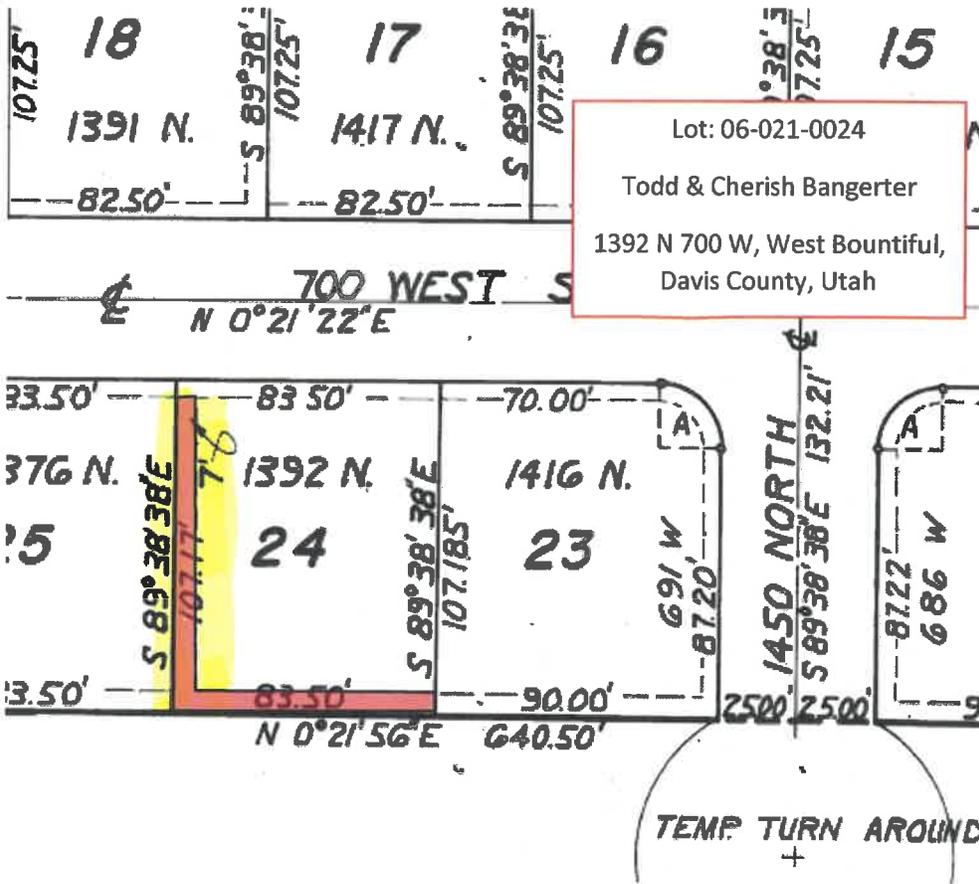
All of Lot 24 of the Sunny View Estates Plat B Subdivision, Davis County, UT.  
Containing 0.205 acres

## **EXHIBIT B**

### *(Depiction and Legal Description of the Easement)*

BEGINNING AT A POINT WHICH IS S 89°38'38" W 5.00 FEET ALONG THE SOUTH LOT LINE FROM THE SOUTHWEST CORNER OF LOT 24 SUNNY VIEW ESTATES PLAT B SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, T2N- R1W, SLB&M, WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH AND RUNNING THENCE N 0°21'22" E 7.0 FEET; THENCE S 89°38'38" E 95.17 FEET; THENCE S0°21'56" W 7.0 FEET TO THE SOUTH LOT LINE OF SAID LOT 24; THENCE N 89°38'38" W 95.17 FEET ALONG SAID LOT LINE TO THE POINT OF BEGINNING.

# Exhibit A



**WEST BOUNTIFUL CITY**

RESOLUTION #464-20

***A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF THE PUBLIC UTILITY EASEMENT BETWEEN LOTS 9 AND 10 OF HIGHGATE ESTATES SUBDIVISION***

**WHEREAS**, West Bountiful City has been petitioned by the above-mentioned property owner to vacate and relocate a portion of the west public utility easement; and

**WHEREAS**, a public notice was published in the April 9, 2020 Davis Clipper Newspaper; and

**WHEREAS**, a public hearing was held on April 21, 2020 to receive public comment concerning the vacation of the easement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the West Bountiful City as follows:

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT agreement for Highgate Estates subdivision.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon receipt of releases from the public utility agencies.

Passed and approved by the City Council of West Bountiful City this 21st day of April 2020.

\_\_\_\_\_  
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council member Ahlstrom	_____	_____
Council member Bruhn	_____	_____
Council member Enquist	_____	_____
Council member Preece	_____	_____
Council member Wood	_____	_____

ATTEST:

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

When Recorded Return to:  
West Bountiful City  
550 North 800 West  
West Bountiful, UT 84087

**RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT  
HIGHGATE ESTATES LOT 9 and HIGHGATE ESTATES LOT 10  
Tax ID: 06-410-0009 & 06-410-0010**

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective \_\_\_\_\_, 2020 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and BLACKGATE INVESTMENTS, LLC and THE GOUGH FAMILY TRUST dated SEPTEMBER 20,2016 (“*Owner*”).

Owner owns certain real property located at Highgate Estates, 80 S. Belcourt Circle, Lot 9 and 1226 W. Highgate Ave, Lot 10, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the “*Property*”). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No.464-20, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner’s agreement to indemnify the City in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RELEASE OF EASEMENT.** The City disclaims, relinquishes, and releases any right, title, or interest it may have in and to the Easement, conditioned on the performance of Owner’s obligations under this Agreement.

**2. OWNER’S ACKNOWLEDGMENTS.** Owner acknowledges that certain public utilities may have interests in the Easement, and that the City’s release of the Easement does not automatically extinguish those interests. Owner is solely responsible for the use of that portion of the Property which was subservient to the Easement, as depicted and described in **Exhibit B** (the “*Easement Property*”), and will use the Easement Property at Owner’s own risk.

**3. RELEASE AND INDEMNIFICATION.** To the fullest extent allowed under applicable law, Owner hereby releases, and agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assigns from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, costs, and expenses (including reasonable attorney and expert fees), arising out of: (a) Owner’s breach of this Agreement; (b) Owner’s use of the Easement Property; or (c) any act or occurrence on the Easement Property. With respect to Owner’s agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner’s sole cost and expense.

**4. DISCLAIMER OF WARRANTIES.** The City makes no representations or warranties as to the availability of the Easement Property for any use intended by Owner, except to the extent of the release of the City’s interest in the Easement. The City will not be responsible for any injury to persons or property as a result of the design, installation, use, maintenance, or possession of improvements on the Easement Property.

**5. MISCELLANEOUS.**

**a. Covenants Run with the Land.** The covenants contained in this Agreement are covenants with respect to real property and will run with the land. Such covenants will be binding upon Owner's successors, assigns, agents, and legal representatives in the ownership or development of the Property. Owner, at Owner's expense, will record this Agreement or a memorandum of this Agreement with the Davis County Recorder.

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

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

**d. No Third-party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective officers, employees, agents, attorneys, successors, heirs, and assigns. No other person or entity will have any interest under this Agreement or be classified as a third-party beneficiary.

**e. Enforcement.** In the event any party is required to bring a legal action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to recover the party's costs and reasonable attorney fees.

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

**THE CITY:**

\_\_\_\_\_  
Kenneth Romney, Mayor – West Bountiful City

Attest:

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

**OWNER:**

**BLACKGATE INVESTMENTS, LLC.**

\_\_\_\_\_  
Todd Willey, Manager

THE GOUGH FAMILY TRUST dated SEPTEMBER 20,2016

\_\_\_\_\_  
Jay D. Gough, Trustee

\_\_\_\_\_  
Tara R. Gough, Trustee

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, **Todd Willey** appeared before me and, being duly sworn, did acknowledge that he is an owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners' duly authorized representative.

\_\_\_\_\_  
Notary Public

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, **Jay D. Gough and Tara R. Gough** appeared before me and, being duly sworn, did say that they are the duly authorized trustees of the THE GOUGH FAMILY TRUST dated SEPTEMBER 20, 2016 identified above, and that they executed the foregoing instrument as the Owners' duly authorized representative.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
*(Legal Description of the Property)*

06-410-0009

ALL OF LOT 9, HIGHGATE ESTATES SUBDIVISION AMENDED, DAVIS COUNTY, UTAH. CONTAINING 1.23 ACRES

06-410-0010

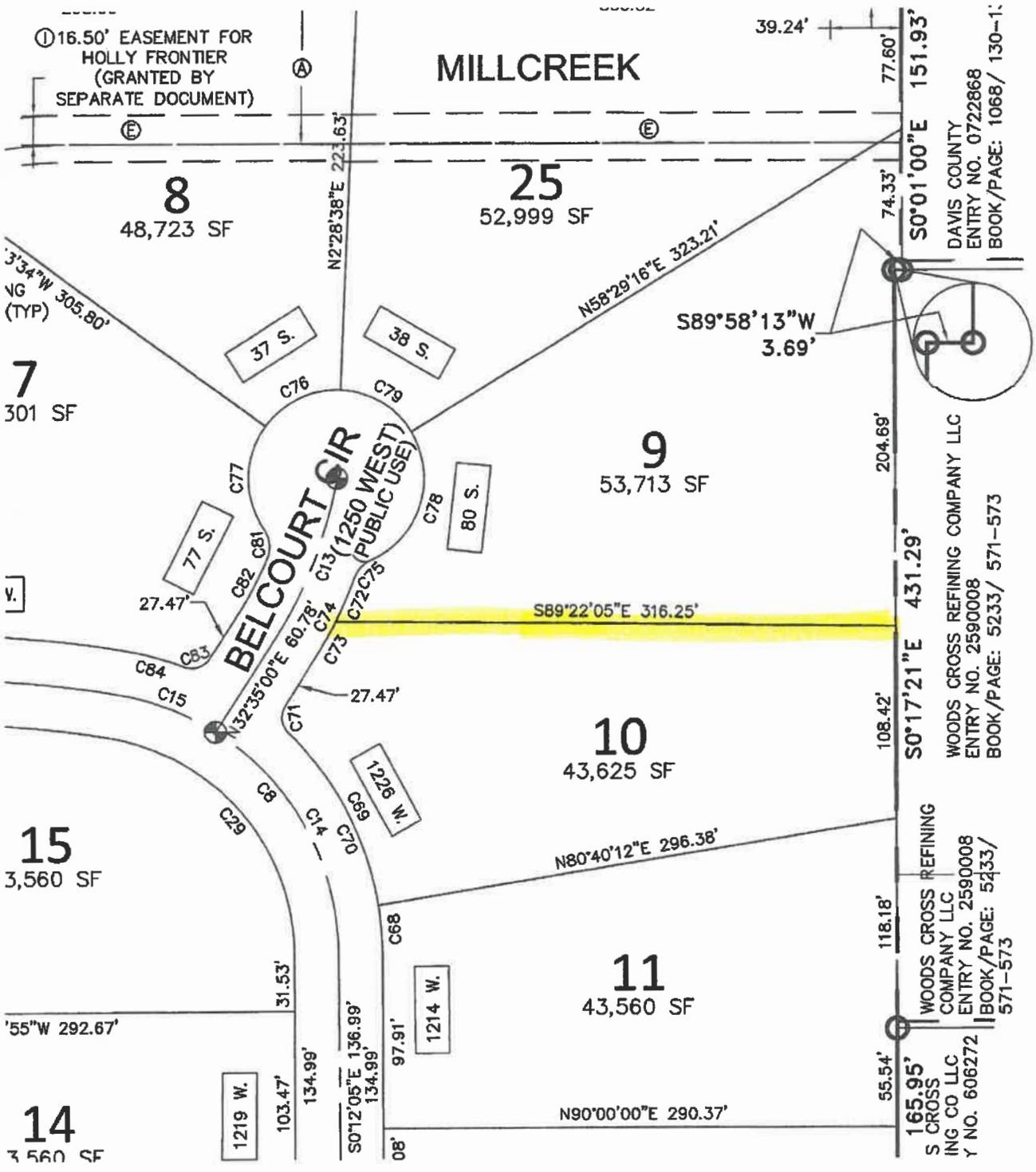
ALL OF LOT 10, HIGHGATE ESTATES SUBDIVISION AMENDED, DAVIS COUNTY, UTAH. CONTAINING 1.0 ACRES

**EXHIBIT B**  
*(Depiction and Legal Description of the Easement)*

Description of a public utility easement (PUE) to be vacated from lots 9 and 10 on the Highgate Estates Subdivision Amended Plat. This PUE is 14' wide, 7' on each side of the lot line and runs between the Belcourt Circle right of way line and a point on the overall subdivision boundary.

Beginning at a point on the easterly Belcourt Circle right of way line, said point being North 00°03'47" West (along the section line) 1187.74 feet and East 1246.18 feet from the South Quarter Corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence along said right of way line Northeasterly 15.60 feet along a 275.00 foot radius non-tangent curve to the left (chord bearing North 26°47'27" East 15.60 feet); thence South 89°22'05" East 312.82 feet; thence South 00°17'21" East 14.00 feet; thence North 89°22'05" West 319.93 feet to the point of beginning.

Containing 4,428.10 square feet, more or less.



DAVIS COUNTY  
 ENTRY NO. 0722868  
 BOOK/PAGE: 1068/ 130-1:

WOODS CROSS REFINING COMPANY LLC  
 ENTRY NO. 2590008  
 BOOK/PAGE: 5233/ 571-573

WOODS CROSS REFINING COMPANY LLC  
 ENTRY NO. 2590008  
 BOOK/PAGE: 5233/ 571-573

WOODS CROSS REFINING COMPANY LLC  
 ENTRY NO. 608272  
 BOOK/PAGE: 5233/ 571-573

**WEST BOUNTIFUL CITY**

RESOLUTION #465-20

***A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF THE PUBLIC UTILITY EASEMENT BETWEEN LOT 7 OF HIGHGATE ESTATES AND LOT 6A OF WILLEY SUBDIVISION***

**WHEREAS**, West Bountiful City has been petitioned by the above-mentioned property owners to vacate the above public utility easement; and

**WHEREAS**, a public notice was published in the April 9, 2020 Davis Clipper Newspaper; and

**WHEREAS**, a public hearing was held on April 21, 2020 to receive public comment concerning the vacation of the easement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the West Bountiful City as follows:

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT agreement for the easement between lot 7 of Highgate Estates and Lot 6A of Willey Subdivision.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon receipt of releases from the public utility agencies.

Passed and approved by the City Council of West Bountiful City this 21<sup>st</sup> day of April 2020.

\_\_\_\_\_  
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council member Ahlstrom	_____	_____
Council member Bruhn	_____	_____
Council member Enquist	_____	_____
Council member Preece	_____	_____
Council member Wood	_____	_____

ATTEST:

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

When Recorded Return to:  
West Bountiful City  
550 North 800 West  
West Bountiful, UT 84087

**RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT  
WILLEY SUBDIVISION LOT 6A and HIGHGATE ESTATES LOT 7  
Tax ID: 06-417-0006 & 06-410-0007**

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective \_\_\_\_\_, 2020 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and BLACKGATE INVESTMENTS, LLC (“*Owner*”).

Owner owns certain real property located at Highgate Estates, 80 S. Belcourt Circle, Lot 9 and 1226 W. Highgate Ave, Lot 10, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the “*Property*”). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No.464-20, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner’s agreement to indemnify the City in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RELEASE OF EASEMENT.** The City disclaims, relinquishes, and releases any right, title, or interest it may have in and to the Easement, conditioned on the performance of Owner’s obligations under this Agreement.

**2. OWNER’S ACKNOWLEDGMENTS.** Owner acknowledges that certain public utilities may have interests in the Easement, and that the City’s release of the Easement does not automatically extinguish those interests. Owner is solely responsible for the use of that portion of the Property which was subservient to the Easement, as depicted and described in **Exhibit B** (the “*Easement Property*”), and will use the Easement Property at Owner’s own risk.

**3. RELEASE AND INDEMNIFICATION.** To the fullest extent allowed under applicable law, Owner hereby releases, and agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assigns from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, costs, and expenses (including reasonable attorney and expert fees), arising out of: (a) Owner’s breach of this Agreement; (b) Owner’s use of the Easement Property; or (c) any act or occurrence on the Easement Property. With respect to Owner’s agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner’s sole cost and expense.

**4. DISCLAIMER OF WARRANTIES.** The City makes no representations or warranties as to the availability of the Easement Property for any use intended by Owner, except to the extent of the release of the City’s interest in the Easement. The City will not be responsible for any injury to persons or property as a result of the design, installation, use, maintenance, or possession of improvements on the Easement Property.

5. MISCELLANEOUS.

a. **Covenants Run with the Land.** The covenants contained in this Agreement are covenants with respect to real property and will run with the land. Such covenants will be binding upon Owner’s successors, assigns, agents, and legal representatives in the ownership or development of the Property. Owner, at Owner’s expense, will record this Agreement or a memorandum of this Agreement with the Davis County Recorder.

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

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

d. **No Third-party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective officers, employees, agents, attorneys, successors, heirs, and assigns. No other person or entity will have any interest under this Agreement or be classified as a third-party beneficiary.

e. **Enforcement.** In the event any party is required to bring a legal action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to recover the party’s costs and reasonable attorney fees.

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

THE CITY:

\_\_\_\_\_  
Kenneth Romney, Mayor – West Bountiful City

Attest:

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

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, Kenneth Romney appeared before me and, being by me duly sworn, did acknowledge that he is the Mayor of West Bountiful City, and that he executed the foregoing instrument as duly authorized representatives of the City.

\_\_\_\_\_  
Notary Public

**OWNER: Blackgate Investments, LLC.**

\_\_\_\_\_  
TODD WILLEY, Manager

\_\_\_\_\_  
JAY D. GOUGH – TRUSTEE

\_\_\_\_\_  
TARA R. GOUGH – TRUSTEE

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, **Todd Willey** appeared before me and, being duly sworn, did acknowledge that he is an owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners’ duly authorized representative.

\_\_\_\_\_  
Notary Public

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, **Jay & Tara Gough** appeared before me and, being duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners’ duly authorized representative.

\_\_\_\_\_  
Notary Public

|

**EXHIBIT A**  
*(Legal Description of the Property)*

Hanger House Subdivision boundary

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 00°03'47" EAST FROM THE CENTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE SOUTH QUARTER CORNER OF SAID SECTION 23.

BEGINNING AT THE NORTH RIGHT-OF-WAY LINE OF HIGHGATE AVENUE (A 50.0 FOOT WIDE ROAD), SAID POINT BEING SOUTH 00°03'47" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1485.56 FEET AND EAST 818.71 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 02°20'26" WEST 302.97 FEET; THENCE NORTH 73°46'46" EAST 81.73 FEET; THENCE NORTH 64°37'59" EAST 87.07 FEET; THENCE SOUTH 00°12'05" EAST 38.24 FEET; THENCE SOUTH 53°43'34" EAST 305.80 FEET TO THE POINT OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 62.12 FEET THROUGH A CENTRAL ANGLE OF 71°10'46" (CHORD BEARS SOUTH 00°41'05" WEST 58.20 FEET) TO THE POINT OF A 17.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 17.23 FEET THROUGH A CENTRAL ANGLE OF 58°03'20" (CHORD BEARS SOUTH 05°52'38" EAST 16.50 FEET) TO THE POINT OF A NON-TANGENT 317.04 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 11°39'45" (CHORD BEARS SOUTH 29°52'36" WEST 64.42 FEET) TO THE POINT OF A NON-TANGENT 12.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 16.46 FEET THROUGH A CENTRAL ANGLE OF 78°35'17" (CHORD BEARS SOUTH 71°52'39" WEST 15.20 FEET) TO THE POINT OF A 175.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 35.78 FEET THROUGH A CENTRAL ANGLE OF 11°42'46" (CHORD BEARS NORTH 74°41'06" WEST 35.71 FEET) TO THE POINT OF A 660.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 258.55 FEET THROUGH A CENTRAL ANGLE OF 22°26'42" (CHORD BEARS SOUTH 88°14'10" WEST 256.90 FEET) TO THE POINT OF A 610.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 55.62 FEET THROUGH A CENTRAL ANGLE OF 05°13'29" (CHORD BEARS SOUTH 79°37'34" WEST 55.60 FEET);  
TO THE POINT OF BEGINNING.

CONTAINS 99,480 SQUARE FEET OR 2.284 ACRES, MORE OR LESS.

06-410-0010

ALL OF LOT 10, HIGHGATE ESTATES SUBDIVISION AMENDED, DAVIS COUNTY, UTAH. CONTAINING 1.0 ACRES

## **EXHIBIT B**

### *(Depiction and Legal Description of the Easement)*

Description of portion of public utility easement (PUE) to be vacated from lot 7 of the Highgate Estates Subdivision Amended Plat and lot 6A of the Willey Subdivision. This PUE is 14' wide, 7' on each side of the lot line and runs between the Highgate Avenue right of way line and a point where the lot line changes direction as shown on the Hanger House plat.

Beginning at a point on the northerly Highgate Avenue right of way line, said point being North 00°03'47" West (along the section line) 1185.47 feet and East 964.34 feet from the South Quarter Corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°12'05" West 164.76 feet; thence North 89°47'55" East 14.00 feet; thence South 00°12'05" East 163.73 feet to a point on the said northerly right of way line of Highgate Avenue; thence along said northerly right of way line 14.04 feet along the arc of a 660.00 foot radius non-tangent curve to the right (chord bears South 85°37'10" West 14.04 feet.

Containing 2,299 square feet, more or less.





# MEMORANDUM

**TO:** Mayor and City Council

**DATE:** April 16, 2020

**FROM:** Duane Huffman, Cathy Brightwell

**RE:** Hangar House Plat Amendment, Easement Vacation

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## Summary

The subdivision owners of Highgate Estates and Willey Subdivision have requested to modify plat boundaries such that Lot 7 of Highgate Estates (new Hangar House Lot 107) will become larger to accommodate placement of a large home. Adjusting the lot line of Lot 6A of Willey Subdivision (new Hangar House Lot 106) affects the boundary of the plat, so a plat amendment is required.

## Process

Utah State Code Section 10-9a-608 annotated outlines a process where a municipal land use authority may amend or vacate a subdivision plat. Per state code, staff has provided written notice to affected entities which includes utility companies and quasi-governmental agencies.

## Analysis and Proposed Changes

1. No new lots are created with this amendment;
2. Each lot meets the minimum requirements for the A-1 zone; and
3. The existing public utility easement between the two lots will be vacated per Resolution 465-20.

Staff is recommending approval of Hangar House Amended Plat as presented.

# HANGAR HOUSE SUBDIVISION

AMENDING LOT 7, HIGHGATE ESTATES SUBDIVISION AMENDED AND LOT 6A, WILLEY SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

FINAL PLAN

AMENDING LOT 7, HIGHGATE ESTATES SUBDIVISION AMENDED AND LOT 6A, WILLEY SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

FINAL PLAN



Scale 1" = 40 ft

**SURVEYOR'S CERTIFICATE**  
I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS TO BE KNOWN AS:

**HANGAR HOUSE SUBDIVISION**  
AMENDING LOT 7, HIGHGATE ESTATES SUBDIVISION AMENDED AND LOT 6A, WILLEY SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
KAGAN M. DIXON  
No. 9061091  
PROFESSIONAL LAND SURVEYOR  
STATE OF UTAH

**BOUNDARY DESCRIPTION**  
BEGINNING AT THE NORTH RIGHT-OF-WAY LINE OF HIGHGATE AVENUE (A 50.0 FOOT WIDE ROAD), SAID POINT BEING THE POINT OF BEGINNING OF THE SURVEY, AND RUNNING SOUTH 0°03'47" EAST 302.97 FEET TO THE CENTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 02°20'26" WEST 302.97 FEET; THENCE NORTH 72°46'46" EAST 81.73 FEET; THENCE NORTH 64°37'59" EAST 87.07 FEET; THENCE SOUTH 00°12'05" EAST 38.24 FEET; THENCE SOUTH 53°43'34" EAST 305.80 FEET TO THE POINT OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT; BEARS SOUTH 00°41'05" WEST 58.20 FEET TO THE POINT OF A 17.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 17.23 FEET THROUGH A CENTRAL ANGLE OF 89°03'20" (CHORD BEARS SOUTH 05°52'38" EAST 16.50 FEET) TO THE POINT OF A NON-TANGENT 37.04 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 64.93 FEET THROUGH A CENTRAL ANGLE OF 115°52'45" (CHORD BEARS SOUTH 14°54'32" WEST 15.44 FEET) THROUGH A CENTRAL ANGLE OF 120°00'00" (CHORD BEARS SOUTH 17°15'29" WEST 15.20 FEET) TO THE POINT OF A 17.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.46 FEET THROUGH A CENTRAL ANGLE OF 78°35'17" (CHORD BEARS SOUTH 71°52'39" WEST 15.20 FEET) TO THE POINT OF A 175.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 55.79 FEET THROUGH A CENTRAL ANGLE OF 111°42'46" (CHORD BEARS SOUTH 71°52'39" WEST 15.20 FEET) THROUGH A CENTRAL ANGLE OF 111°42'46" (CHORD BEARS SOUTH 71°52'39" WEST 15.20 FEET) TO THE POINT OF A 60.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 55.62 FEET THROUGH A CENTRAL ANGLE OF 65°13'29" (CHORD BEARS SOUTH 79°37'34" WEST 55.60 FEET) TO THE POINT OF BEGINNING.

CONTAINS 99.480 SQUARE FEET OR 2.284 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:**  
THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°03'47" EAST FROM THE CENTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE SOUTH QUARTER CORNER OF SAID SECTION 23.

**OWNERS' DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS

**HANGAR HOUSE SUBDIVISION**  
AMENDING LOT 7, HIGHGATE ESTATES SUBDIVISION AMENDED AND LOT 6A, WILLEY SUBDIVISION DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAN INTENDED FOR PUBLIC USE. THIS DEDICATION SHALL WARRANT, DEFEND AND SAVE THE CITY HARMLESS AGAINST ALL CLAIMS OR OTHER ENCUMBRANCES OF ANY KIND, INCLUDING ANY CLAIMS, DAMAGES, LOSSES, INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST THE CITY OF WEST BOUNTIFUL IN ANY SUIT, ACTION, PROCEEDING, LITIGATION, OR OPERATING AREAS, IN WITNESS WHEREOF WE HAVE HERETO SIGNED THIS PLAN, THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ AD.

TODD WILLEY, MANAGING MEMBER  
BLACKGATE INVESTMENTS, LLC  
JAY GOUGH, MANAGING MEMBER  
BLACKGATE INVESTMENTS, LLC

TODD WILLEY, TRUSTEE  
THE TOSS S. WILLEY TRUST DATED MAY 30, 2018

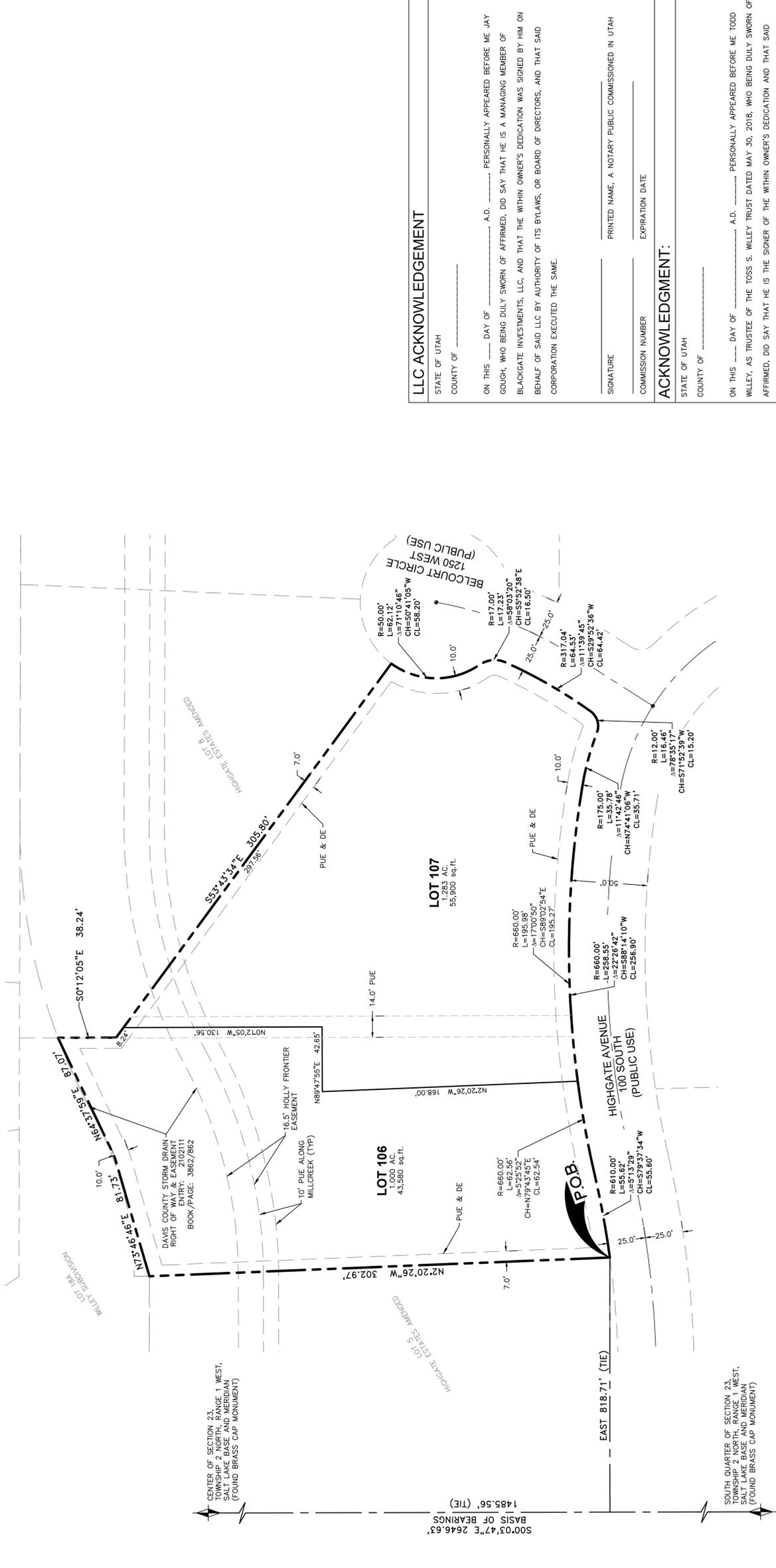
**LLC ACKNOWLEDGEMENT**  
STATE OF UTAH  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME TODD WILLEY, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT HE IS A MANAGING MEMBER OF BLACKGATE INVESTMENTS, LLC, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED BY HIM ON BEHALF OF SAID LLC BY AUTHORITY OF ITS BYLAWS, OR BOARD OF DIRECTORS, AND THAT SAID CORPORATION EXECUTED THE SAME.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH  
COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

**HANGAR HOUSE SUBDIVISION**  
AMENDING LOT 7, HIGHGATE ESTATES SUBDIVISION AMENDED AND LOT 6A, WILLEY SUBDIVISION  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SHEET 1 OF 1

RECORDED NO. \_\_\_\_\_ DAVIS COUNTY RECORDER  
State of Utah, County of Davis, \_\_\_\_\_  
Recorded and filed at the request of \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Fee \$ \_\_\_\_\_ Davis County Recorder



**LLC ACKNOWLEDGEMENT**  
STATE OF UTAH  
COUNTY OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME JAY GOUGH, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT HE IS A MANAGING MEMBER OF BLACKGATE INVESTMENTS, LLC, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED BY HIM ON BEHALF OF SAID LLC BY AUTHORITY OF ITS BYLAWS, OR BOARD OF DIRECTORS, AND THAT SAID CORPORATION EXECUTED THE SAME.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH  
COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

**ACKNOWLEDGMENT:**  
STATE OF UTAH  
COUNTY OF \_\_\_\_\_  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME TODD WILLEY, AS TRUSTEE OF THE TOSS S. WILLEY TRUST DATED MAY 30, 2018, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT HE IS THE SIGNER OF THE WITHIN OWNER'S DEDICATION AND THAT SAID DEDICATION WAS SIGNED BY HIM FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN STATED.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH  
COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

**CITY ATTORNEY**  
RECOMMENDED FOR APPROVAL THIS DAY OF \_\_\_\_\_ AD, 20\_\_\_\_ BY THE WEST BOUNTIFUL CITY ATTORNEY.

**CITY ENGINEER**  
RECOMMENDED FOR APPROVAL THIS DAY OF \_\_\_\_\_ AD, 20\_\_\_\_ BY THE WEST BOUNTIFUL CITY ENGINEER.

**PLANNING COMMISSION**  
RECOMMENDED FOR APPROVAL THIS DAY OF \_\_\_\_\_ AD, 20\_\_\_\_ BY THE WEST BOUNTIFUL CITY PLANNING COMMISSION.

**CITY COUNCIL APPROVAL**  
RECOMMENDED FOR APPROVAL THIS DAY OF \_\_\_\_\_ AD, 20\_\_\_\_ BY THE WEST BOUNTIFUL CITY COUNCIL.

**WILDING ENGINEERING**  
14723 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84065  
801.553.8112  
WWW.WILDINGENGINEERING.COM



# MEMORANDUM

**TO:** Mayor and City Council

**DATE:** April 20, 2020

**FROM:** Duane Huffman

**RE:** **Extension of 2015 Residential and Municipal Solid Waste And Recycle Materials Collection Service Agreement**

This memo presents the option of extending the solid waste collection service agreement with Ace Disposal, Inc that is scheduled to expire as of June 30, 2020. Alternatively, the council could direct staff to quickly issue a request for proposals for the service.

## Background

West Bountiful City entered into a 5-year agreement with Ace Disposal in 2015. That agreement held collection rates flat for the first two years, and subsequent annual increases were based on inflation as measured by the consumer price index.

The following table reviews the city's rate history and includes rates paid by neighboring cities for reference.

# Cans (2020)		2014	2015	2016	2017	2018	2019	2020*	Cent.	WX	NSL	Farm.
1,728	1st Can - Garbage	\$4.76	\$4.20	\$4.20	\$4.20	\$4.46	\$4.57	\$4.57	\$4.50	\$4.76	\$4.82	\$7.30
667	2nd Can - Garbage	\$2.59	\$2.50	\$2.50	\$2.50	\$2.66	\$2.72	\$2.72	\$3.02	\$2.12	\$2.16	\$4.55
1,521	Recycling	\$3.33	\$2.90	\$2.90	\$2.90	\$3.08	\$3.15	<b>\$3.65</b>	\$3.69	\$4.45	\$3.68	\$3.00
Monthly Total (2020)		\$15,018	\$13,336	\$13,336	\$13,336	\$14,166	\$14,502	\$15,263	\$15,403	\$16,408	\$15,367	\$20,212

## Proposed Extension

Due to the impacts of the COVID-19 pandemic, staff asked Ace Disposal if they would be interested in making an extension proposal. Ace responded with the attached proposal.

Based on the competitive rates and the customer service experience we've had, staff recommends moving forward with an extension. However, staff is prepared to issue an RFP if the council so chooses.



April 3, 2020

Duane Huffman  
City Administrator  
West Bountiful City  
550 North 800 West  
West Bountiful, UT 84087

RE: Contract for Trash and Recycle Collection

Mr. Huffman,

Ace Recycling and Disposal values our relationship with West Bountiful City. With the conclusion of our initial contract with the City, Ace is proposing a contract extension subject to the following terms.

**Option 1.** In exchange for a 1-year contract, Ace is requesting a \$0.50 increase per residential mixed recycle cart. All other rates for current services will remain at the present level for the entire 1-year .

**Option 2.** In exchange for a 3-year contract, Ace is requesting a \$0.50 increase per residential mixed recycle cart. All other rates for current services will remain at the present level for 3 years. **(Ace will not request a COLA adjustment).**

The slight increase in recycle pricing reflects the massive changes in the national recycle market. Processing fees and the lack of demand for this material has driven costs to unprecedented levels. **All other services and associated rates will remain at their current level for the duration of whichever option the City selects.**

## **Proposed New Rates for Current Services**

1 <sup>st</sup> Trash Cart	\$ 4.57
2 <sup>nd</sup> Trash Cart	\$ 2.72
1 <sup>st</sup> Recycle Cart	\$ 3.65
2 <sup>nd</sup> Recycle Cart	\$ 2.57
3 Yard	\$ 54.42
4 Yard	\$ 70.75
6 Yard	\$ 86.96
6 Yard Recycle	\$ 65.31
3 Yard Recycle EOW	\$ 38.09
30 yard	\$ 163.27

Thank you for your willingness to discuss new contract terms. West Bountiful City has been an excellent partner with Ace for the past 5 years and we hope to maintain this relationship for many more years.

Sincerely,

Richard Hamik  
Sales Manager  
801-924-1714  
richard@acedisposal.com



# MEMORANDUM

**TO:** Mayor and City Council

**DATE:** April 20, 2020

**FROM:** Duane Huffman

**RE:** **Memorandum of Understanding - UTOPIA**

---

This memo introduces and recommends a memorandum of understanding with UTOPIA – a governmental interlocal entity that provides fiber for internet.

## Background

UTOPIA recently approached West Bountiful City for permission to use street right-of-way to install fiber optic cable to serve the newly re-built elementary school. Use of the right-of-way is generally handled through a franchise agreement; however, staff and UTOPIA (as well as other internet providers) have a lot of work to do to determine how to provide fair compensation for use of the right-of-way.

## MOU

Due to time constraints related to opening the new school, both staff and UTOPIA recommend this memorandum of understanding as a compromise until a full franchise or licensing agreement can be negotiated and executed. The MOU provides UTOPIA with the limited ability to serve the new school (using right-of-way along 400 N), and it provides the city with standard protections related to use of the right-of-way. Legal counsel has reviewed it.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WEST BOUNTIFUL CITY AND UTOPIA**

**THIS MEMORANDUM**, made on this day of April, 2020, by and between West Bountiful City, a municipality and political subdivision of the State of Utah, hereinafter called “City,” and the Utah Telecommunication Open Infrastructure Agency, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq., hereinafter called “UTOPIA.” City and UTOPIA are collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, UTOPIA desires to obtain from City, an excavation permit (the “Permit”) for the installation of fiber optic cabling to connect West Bountiful Elementary School to the UTOPIA Network; and

**WHEREAS**, City has requested that UTOPIA enter into a franchise agreement with the City prior to granting the Permit; and

**WHEREAS**, City and UTOPIA have not reached an agreement regarding certain material terms to be contained in a franchise agreement between UTOPIA and City; and

**WHEREAS**, City is willing to grant the Permit(s) based upon the understanding expressed below.

**NOW, THEREFORE**, the Parties state that their mutual understanding regarding City’s decision to grant the Permit at this time while the Parties continue to explore mutually acceptable terms for a franchise agreement is as follows:

1. Grant of Permit. City will grant the Permit(s) to allow UTOPIA to complete construction necessary to connect West Bountiful Elementary School to the UTOPIA Network according to the drawings and specifications attached as Exhibit A.

2. Repair Damage. If, during the course of work on its facilities, UTOPIA causes damage to or alters any public or private property, the UTOPIA shall (at its own cost and expense and in a manner approved by the City’s Director of Public Works) replace and restore it in as good a condition as existed before the work commenced. Except in case of an emergency, UTOPIA, prior to commencing work in the public right-of-way, shall make application for a permit to perform such work from the office of the City Engineer or other agency designated by the City. Such permit shall not be unreasonably withheld. UTOPIA will abide by all reasonable regulations and requirements of the City Engineer and ordinances pertaining to such work. For a period of one (1) year following the completion of any repair work performed under this section, UTOPIA shall repair and keep in good condition those portions of the public property restored, repaired, or replaced, to the reasonable satisfaction of the City Engineer.

3. Duty to Relocate. Whenever the City shall, in the interest of the public convenience, necessity, health, safety, and general welfare, require the relocation or reinstallation of any property of UTOPIA or its successors in any of the public right-of-way, it shall be the obligation

of UTOPIA, upon notice of such requirement, to promptly commence work to remove, relocate, or reinstall such property as may be reasonably necessary to meet the requirements of the City. Upon notice from the City and receipt of reasonably sufficient information and documentation regarding the scope of the project, UTOPIA shall provide an estimated date for completion to the City within 30 days, and the City and UTOPIA shall mutually agree to a target date for completion not to exceed 120 days from the initial notice unless UTOPIA can show that such a term is unreasonable. If UTOPIA reasonably believes it may not complete relocation of its facilities by the target date, it shall provide notice to the City, and the parties agree to meet in good faith to determine a new target date. Unless the parties agree to extend such target date, the City or its contractors shall not be liable for any damage to UTOPIA's facilities caused by construction once the agreed upon target date for completion has passed, provided that (a) no less than thirty (30) days prior to commencing any construction work that may be reasonably anticipated to damage UTOPIA's facilities, the City shall give written notice to UTOPIA of the construction start date; and (b) in the event UTOPIA's determination that it may not complete relocation of its facilities by the target date is due to the presence of third-party attachments on UTOPIA's facilities, the City agrees not to commence any work that may damage UTOPIA's facilities until such attachments are removed. Relocation, removal, or reinstallation by UTOPIA pursuant to this section shall be at no cost to the City

4. Damage by City to UTOPIA's Facilities. In the event of physical damage or interference cause by the City to UTOPIA's facilities, UTOPIA shall inform the City of such damage or interference as soon as it aware of the same, and the City shall be responsible to reimburse UTOPIA for the actual cost of repairing and restoring such damage. However, the City shall not be responsible for any other losses or damage, including incidental or consequential damage suffered by UTOPIA as a result of such physical damage or interference, including but not limited to lost profits from service interruption.

5. Indemnification. UTOPIA will indemnify, defend, and hold harmless City and its officers from and against any claim or liability arising out of UTOPIA's construction activities or the connection of West Bountiful Elementary to the UTOPIA Network. As a condition of City's grant of the Permit(s), UTOPIA will provide proof of commercial general liability insurance naming City as an additional insured. Such insurance will have limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6. Additional Permits. UTOPIA acknowledges that City's decision to grant the Permit(s) prior to entering into a franchise agreement with UTOPIA will in no way authorize UTOPIA to conduct additional work within the City without receiving separate approval through City's typical permitting process. Approval of additional permits may require a franchise agreement between UTOPIA and City; however, City retains the authority to grant permits to UTOPIA on a case by case basis, if City so desires, before entering into a franchise agreement with UTOPIA.

7. Franchise Agreement. The Parties will continue negotiating in good faith regarding the terms to be contained in a franchise agreement between UTOPIA and City. The Parties express their intention that the terms to be included in a franchise agreement will be consistent with the terms granted to other providers of similar services in the City.

(signatures follow)

The Parties hereto express their understanding to the provisions stated above as of the day and year first hereinabove written.

**CITY**

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

ATTEST:

\_\_\_\_\_  
City Recorder

**UTOPIA**

\_\_\_\_\_  
Roger Timmerman, Executive Director

# MEMORANDUM



**TO:** Mayor & City Council

**DATE:** April 16, 2020

**FROM:** Duane Huffman, Cathy Brightwell

**RE:** Request to Extend Recording of Tailgate Acres Subdivision

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The city council approved Tailgate Acres subdivision at 140 S 1100 West on October 15, 2019. West Bountiful Municipal Code 16.16.030.O – Final Plat states that if the final plat is not recorded within twelve months from the date of city council approval, such approval will become null and void unless a request for extension has been submitted by subdivider within six months of approval. WBMC 16.28.070 – Drainage Plan also requires recording within twelve months and provides for the same extension as described above.

On April 6, 2020 the subdivider, Mr. Jack Williams, submitted a request to extend the deadline for recording his final plat by the maximum period of six months. If granted, this extension will give him until April 15, 2021 to record the subdivision. Mr. Williams explained that he is not planning to build or sell anything in the near future but attempting to develop his subdivision on his own as he can afford it.

Criteria listed in city code for deciding to grant an extension is based on whether the extension will be detrimental to the city. Staff does not believe this to be the case and has no objections to granting Mr. Williams' request.

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** April 16, 2020

**FROM:** Duane Huffman

**RE:** **Proposed Budget 1<sup>st</sup> Amendments for Fiscal Year 2019-2020**

This memo follows-up on the proposed budget amendment first introduced in January 2020. As the economic situation has changed, the updated proposal includes additional shifts and reductions in revenues and expenditures.

Following the public hearing that has been rescheduled for April 21, 2020, the council may adopt a resolution making these recommended changes or modifying them as necessary.

The following table attempts to summarize the changes as included in the attached budget resolution. New items since January are noted with an \*.

Fund	Account	Amount	Explanation
* General Fund	Various		Reductions in forecasted revenues related to COVID-19.
* General Fund	10-32-210 – Building Permits	\$50,000	Increase in revenues based on receipt of building permits.
* General Fund	10-33-320/340/380	\$19,400	Grants associated with police department.
* General Fund	10-34-420 and 10-50-745	\$185,300	Revenue and expense related to the completion of the Cottages at Havenwood Subdivision.
* General Fund	10-36-600	\$30,000	Additional forecasted revenue from interest earnings.
* General Fund	Various		Reductions in spending line items to conserve funding due to COVID-19 economic impacts.

*General Fund	10-60-270/414	\$58,000	Shift of street lighting and street sweeping from Streets Department to CLASS C and HWY/TRANSPORTATION TAX.
* General Fund / Golf Fund	10-90-850 and 54-38-870	\$50,000	Elimination of fund transfer to Golf Fund.
General Fund	10-50-613 – City Celebrations	\$4,100	\$1,500 for an increase in the fireworks. \$2,500 for holiday lights that was mistakenly omitted from original budget.
General Fund	10-70-740 – Parks Capital Equipment	\$38,200	Vehicle budgeted for previous year was not acquired until July.
Street Impact Fees	21-40-810 – Sidewalk Improvements	\$120,700	1100 W Sidewalk Connection.
Streets Capital Fund	34-40-930	\$464,300	Jessi’s Meadows Road Project from prior year’s budget.
Water Fund	51-40-611 – Culinary Water Purchases	\$6,800	Culinary water overage from Weber Basin.
Pages Lane Capital Project	75-70-770 – Streets Improvement	\$211,000	Finishing project from prior year’s budget
800 W Project	Fund 76		Various transfers from capital and enterprise funds to cover the expense of the project.

**WEST BOUNTIFUL CITY**

RESOLUTION #466-20

***A RESOLUTION ENACTING THE FIRST AMENDMENT TO THE FISCAL YEAR 2019-2020 BUDGET***

**WHEREAS**, Section 10-6-125 of Utah Code enables the governing body to change the totals of any of the city’s budgeted funds; and,

**WHEREAS**, the City Council finds that adjustments are necessary to recognize transfers, revenues, and expenditures; and,

**WHEREAS**, a public hearing was properly set, noticed and held on April 21, 2020 to receive public input regarding proposed changes to the city budget.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful, Utah that the Fiscal Year 2019-2020 budget is amended per the attached Exhibit A.

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

Passed and approved by the City Council of West Bountiful City this 21<sup>st</sup> day of April 2020.

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

\_\_\_\_\_  
Ken Romney, Mayor

ATTEST:

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

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>GENERAL FUND - REVENUES</b>							
<b>TAXES</b>							
10 31 110	CURRENT YEAR PROPERTY TAXES	1,402,954	1,707,755	1,672,623	1,320,800	1,320,800	
10 31 111	PRIOR YEAR DELINQUENT COLLEC	24,914	247,105	102,623	15,000	15,000	
10 31 112	VEHICLE FEES	45,481	41,269	42,084	45,000	45,000	
10 31 130	SALES AND USE TAXES	2,058,619	2,048,865	2,018,064	2,044,800	1,974,800	15% 4th quarter drop
10 31 142	MUNICIPAL ENERGY SALES TAX	233,650	224,272	239,504	322,000	322,000	
10 31 144	FRANCHISE FEES CABLE	91,608	96,430	77,689	36,000	36,000	
10 31 146	MUNICIPAL TELECOM SALES TAX	102,086	89,515	83,153	54,000	54,000	
10 31 150	ROOM TAX	23,616	20,971	19,974	20,000	18,000	
10 31 155	HWY/TRANSPORTATION TAX	146,075	150,836	147,239	151,000	145,900	15% 4th quarter drop
<b>TOTAL TAXES</b>		<b>4,129,003</b>	<b>4,627,019</b>	<b>4,402,953</b>	<b>4,008,600</b>	<b>3,931,500</b>	
<b>LICENSES &amp; PERMITS</b>							
10 32 210	BUILDING PERMITS	47,601	92,868	121,247	50,000	100,000	
10 32 211	PLAN CHECK FEES	24,495	47,178	64,077	20,000	50,000	
10 32 212	ELECTRICAL FEES	621	360	450	500	500	
10 32 216	MECHANICAL FEES	225	360	225	200	200	
10 32 220	BUSINESS LICENSE	23,676	21,187	20,194	20,000	20,000	
10 32 295	OTHER PERMITS EXCAVATION	66,235	62,850	2,050	3,000	4,600	
<b>TOTAL LICENSES &amp; PERMITS</b>		<b>162,853</b>	<b>224,803</b>	<b>208,243</b>	<b>93,700</b>	<b>175,300</b>	
<b>INTERGOVERNMENTAL</b>							
10 33 310	CLASS 'C' ROAD FUNDS	237,907	220,708	236,830	230,000	215,000	
10 33 320	GRANTS STATE	18,906	67,412	36,051	2,800	19,800	Police Grants
10 33 340	GRANTS FEDERAL	0	420	800	0	1,200	Police Grants
10 33 345	GRANTS COUNTY / OTHER	30,000	0	0	0	0	
10 33 380	STATE LIQUOR FUND ALLOTMENT	9,215	6,649	7,426	7,000	8,200	
<b>TOTAL INTERGOVERNMENTAL</b>		<b>296,028</b>	<b>295,189</b>	<b>281,107</b>	<b>239,800</b>	<b>244,200</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>CHARGES FOR SERVICES</b>								
10 34 420	LAND USE AND SUBDIVISION FEES	364,896	73,164	98,627		20,000	200,000	Cottages at Havenwood
10 34 440	PARK RESERVATION FEES	7,525	7,035	7,885		7,000	3,500	
10 34 460	SALE COPIES, MAPS & OTHER	0	20	1		0	0	
10 34 465	POLICE REPORTS & OTHER REIMBRS	3,187	3,850	3,512		3,000	3,000	
<b>TOTAL CHARGES FOR SERVICES</b>		<b>375,608</b>	<b>84,070</b>	<b>110,024</b>		<b>30,000</b>	<b>206,500</b>	
<b>FINES &amp; FORFEITURES</b>								
10 35 510	FINES & FORFEITURES	53,794	61,197	76,498		55,000	62,000	
<b>TOTAL FINES &amp; FORFEITURES</b>		<b>53,794</b>	<b>61,197</b>	<b>76,498</b>		<b>55,000</b>	<b>62,000</b>	
<b>MISCELLANEOUS</b>								
10 36 600	INTEREST EARNED GENERAL	11,886	44,520	96,914		50,000	80,000	
10 36 611	INTEREST EARNED OTHER/TRUST	13,677	0	0		0	0	
10 36 630	YOUTH COUNCIL FUNDRAISER	0	20	0		0	0	
10 36 640	SALE OF FIXED ASSETS	13,643	74,550	139,223		108,500	108,500	
10 36 650	FACILITY/LAND RENTAL	50	17,200	22,644		21,600	21,600	
10 36 685	ADVERTISING REVENUES	0	0	0		0	0	
10 36 690	MISC. REVENUE	27,981	20,378	11,443		10,000	15,000	
<b>TOTAL MISCELLANEOUS</b>		<b>67,237</b>	<b>156,669</b>	<b>270,223</b>		<b>190,100</b>	<b>225,100</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>CONTRIBUTIONS &amp; TRANSFERS</b>								
10 38 810	JULY 4TH DONATIONS/FEES	6,000	6,000	12,000		6,000	6,000	
10 38 860	CONTRIBUTIONS PRIVATE	0	157,380	0		0	0	
10 38 870	TXFR'S FROM RAP TAX FUND	4,500	4,500	4,500		4,500	7,400	
10 38 894	TXFR'S FROM CAP PROJECTS	0	0	0		0	0	
10 38 895	TXFR'S FROM STREET IMPACT FEES	0	5,000	0		0	0	
10 38 896	TXFR'S FROM CAPITAL STREETS	0	0	0		0	0	
10 38 897	TXFR'S FROM POLICE IMPACT FEES	3,020	0	7,500		3,000	3,000	
10 38 898	TRANSFERS FROM PARK IMPACT FEE	0	0	0		0	0	
10 38 899	CONTRIBUTIONS FUND SURPLUS	0	0			151,000	79,100	Fund Balance Used
10 38 901	CONTRIBUTIONS BOND PROCEEDS	0	0	0		0	0	
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>		<b>13,520</b>	<b>172,880</b>	<b>24,000</b>		<b>164,500</b>	<b>95,500</b>	
<b>GENERAL FUND - I</b>								
<b>TOTAL REVENUES</b>		<b>5,098,043</b>	<b>5,621,827</b>	<b>5,373,048</b>		<b>4,781,700</b>	<b>4,940,100</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>GENERAL FUND - EXPENDITURES</b>								
<b>LEGISLATIVE</b>								
10 41 110	SALARIES & WAGES	40,145	39,120	46,500		49,200	49,200	
10 41 115	SALARIES & WAGES CC MTGS	0	0	4,600		5,700	5,700	
10 41 131	GROUP HEALTH INSURANCE		0	0		500	500	
10 41 132	WORKERS COMP INSURANCE	41	47	35		600	600	
10 41 133	FICA TAXES	3,201	3,131	4,047		4,200	4,200	
10 41 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	0	0	0		200	200	
10 41 230	TRAVEL	1,700	2,393	2,600		2,300	1,500	
10 41 330	SEMINARS & CONVENTIONS	2,927	1,568	1,100		3,000	200	
10 41 610	MISCELLANEOUS SUPPLIES	1,697	1,722	871		2,500	2,500	
<b>TOTAL LEGISLATIVE</b>		<b>49,711</b>	<b>47,980</b>	<b>59,753</b>		<b>68,200</b>	<b>64,600</b>	
<b>COURT</b>								
10 42 311	LEGAL FEES	31,800	31,150	30,108		31,800	31,800	
10 42 621	WITNESS FEES	285	63	0		500	500	
<b>TOTAL COURT</b>		<b>32,086</b>	<b>31,213</b>	<b>30,108</b>		<b>32,300</b>	<b>32,300</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>ADMINISTRATIVE</b>								
10 43 110	SALARIES & WAGES	137,938	145,129	161,970		169,700	169,700	
10 43 114	SALARIES & WAGES TEMP/P TIME	13,413	12,650	13,106		13,000	13,000	
10 43 125	LONG TERM DISABILITY	813	820	792		1,000	1,000	
10 43 130	RETIREMENT	25,707	27,251	30,188		29,800	29,800	
10 43 131	GROUP HEALTH INSURANCE	29,549	28,785	28,849		31,300	31,300	
10 43 132	WORKERS COMP INSURANCE	1,442	1,284	1,020		1,300	1,300	
10 43 133	FICA TAXES	10,752	11,681	13,076		14,200	14,200	
10 43 134	ALLOWANCES VEHICLE	2,400	2,400	2,400		2,400	2,400	
10 43 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	5,443	4,818	6,234		5,200	5,200	
10 43 240	OFFICE SUPPLIES & EXPENSE	3,936	3,496	4,898		5,000	5,000	
10 43 241	POSTAGE	1,248	1,546	1,976		2,000	2,000	
10 43 250	EQUIPMENT SUPPLIES & MAINT	2,755	3,585	2,361		6,000	3,000	
10 43 311	CONSULTING SVCS COMPUTER	9,456	9,616	9,456		12,500	12,500	
10 43 312	CONSULTING SVCS GENERAL	0	7,200	0		0	0	
10 43 330	EDUCATION AND TRAINING	3,379	5,004	5,444		5,300	3,500	
10 43 440	BANK CHARGES	13,244	14,199	12,351		12,000	12,000	
10 43 610	MISCELLANEOUS SUPPLIES	0	0	0		0	0	
10 43 620	MISCELLANEOUS SERVICES	10,996	4,598	2,904		2,200	2,200	
10 43 621	ADVERTISING	2,417	2,225	1,795		3,000	3,000	
10 43 740	CAPITAL OUTLAY EQUIPMENT	13,858	0	1,830		0	0	
<b>TOTAL ADMINISTRATIVE</b>		<b>288,746</b>	<b>286,285</b>	<b>300,652</b>		<b>315,900</b>	<b>311,100</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>ENGINEERING</b>								
10 46 110	SALARIES & WAGES	48,325	49,321	50,840		52,600	52,600	
10 46 125	LONG TERM DISABILITY	285	278	250		300	300	
10 46 130	RETIREMENT	8,779	8,960	9,236		9,600	9,600	
10 46 131	GROUP HEALTH INSURANCE	10,142	9,083	9,336		9,900	9,900	
10 46 132	WORKERS COMP INSURANCE	822	659	504		600	600	
10 46 133	FICA TAXES	3,841	3,916	4,031		4,200	4,200	
10 46 134	ALLOWANCES VEHICLE	2,400	2,400	2,400		2,400	2,400	
10 46 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	15	0	495		200	200	
10 46 330	SEMINARS AND CONVENTIONS	847	637	1,572		1,000	500	
10 46 610	MISCELLANEOUS SUPPLIES	2,291	1,648	1,032		1,000	1,000	
10 46 620	MISCELLANEOUS SERVICES	9,351	2,652	947		4,700	0	
10 46 740	CAPITAL OUTLAY EQUIPMENT	195	0	0		5,000	5,000	
<b>TOTAL ENGINEERING</b>		<b>87,293</b>	<b>79,554</b>	<b>80,643</b>		<b>91,500</b>	<b>86,300</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>NON-DEPARTMENTAL</b>							
10 50 130	RETIREMENT	554	0	0	0	0	
10 50 132	WORKERS COMP INSURANCE	32	0	0	0	0	
10 50 133	FICA TAXES	224	0	0	0	0	
10 50 282	TELEPHONE CELL	4,573	5,341	5,374	5,000	5,000	
10 50 309	NETWORK SERVICES	19,399	20,027	18,071	25,900	25,900	
10 50 310	AUDITING FEES	10,000	9,400	9,400	9,400	9,400	
10 50 311	ATTORNEY FEES	112,214	44,358	35,352	47,000	47,000	
10 50 312	AUTOMOBILE INSURANCE	7,197	4,527	4,577	5,000	5,000	
10 50 313	BUILDING INSPECTIONS	32,089	29,586	37,288	25,000	32,000	
10 50 509	PROPERTY INSURANCE	9,031	11,059	10,087	11,000	11,000	
10 50 510	LIABILITY INSURANCE	29,134	20,931	25,162	26,000	26,000	
10 50 511	INSURANCE BONDING	2,604	1,807	2,095	2,500	2,500	
10 50 608	EMERGENCY PREPAREDNESS CMTTE	3,558	2,201	1,975	3,500	3,500	
10 50 610	EMERGENCY SUPPLIES	0	125	825	2,000	2,000	
10 50 611	ELECTION EXPENSES	10	2,985	0	14,000	13,400	
10 50 612	WEST BOUNTIFUL ARTS COUNCIL	4,113	4,121	3,765	7,400	7,400	
10 50 613	CITY CELEBRATIONS	0	0	0	22,000	26,100	Holiday lights/fireworks
10 50 614	CITY NEWSLETTER EXPENSES	5,696	5,921	5,825	6,000	6,000	
10 50 616	YOUTH COUNCIL EXPENSES	4,508	7,348	4,421	7,500	7,500	
10 50 618	HISTORICAL COMM PROJECTS	644	250	200	1,000	1,000	
10 50 619	COMMUNITY ACTION PROGRAMS	0	0	0	0	0	
10 50 620	ANIMAL CONTROL	14,838	12,067	14,610	16,500	16,500	
10 50 622	DAVIS ART CENTER DONATION	500	500	500	500	500	
10 50 623	TAX REFUND	0	78,307	73,752	0	0	
10 50 631	EMPLOYEE INCENTIVE	1,202	1,231	917	1,000	1,000	
10 50 740	CAPITAL OUTLAY EQUIPMENT	0	6,670	0	10,000	10,000	
10 50 741	CAPITAL OUTLAY SOFTWARE	0	5,825	0	1,700	1,700	
10 50 745	CAPITAL OUTLAY SUBDIVISIONS	0	0	0	0	185,300	Cottages at Havenwood
<b>TOTAL NON-DEPARTMENTAL</b>		<b>262,120</b>	<b>274,589</b>	<b>254,195</b>	<b>249,900</b>	<b>445,700</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

			16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
			Actual	Actual	Actual	Original	1st Amend	
<b>GENERAL GOVERNMENT BUILDINGS</b>								
10 51 260	BLDGS & GROUNDS	SUPPLIES/MNT	46,582	34,968	32,248	29,500	25,000	
10 51 261	PAINT & REPAIRS		300	30,004	0	5,000	0	
10 51 270	UTILITIES		22,904	24,416	25,537	24,000	24,000	
10 51 280	TELEPHONE / INTERNET		7,507	7,202	5,807	7,300	7,300	
10 51 620	MISCELLANEOUS SERVICES		1,080	1,593	914	2,200	2,200	
10 51 730	CAPITAL OUTLAY	IMPROVEMENTS	0	0	0	38,000	38,000	
<b>TOTAL GENERAL GOVERNMENT BUILDINGS</b>			<b>78,373</b>	<b>98,183</b>	<b>64,506</b>	<b>106,000</b>	<b>96,500</b>	
<b>PLANNING &amp; ZONING</b>								
10 53 110	SALARIES & WAGES		24,161	24,567	25,269	26,300	26,300	
10 53 125	LONG TERM DISABILITY		131	128	115	100	100	
10 53 130	RETIREMENT		3,654	3,730	3,853	4,000	4,000	
10 53 131	GROUP HEALTH INSURANCE		3,962	3,531	3,475	4,000	4,000	
10 53 132	WORKERS COMP INSURANCE		29	44	19	100	100	
10 53 133	FICA TAXES		1,779	1,826	1,933	2,000	2,000	
10 53 311	PROFESSIONAL PLANNERS		3,800	4,000	3,000	0	0	
10 53 330	EDUCATION & TRAINING		10	10	0	200	200	
10 53 610	MISCELLANEOUS EXPENSES		606	52	200	1,000	1,000	
10 53 620	COMMISSION FEES		5,836	5,254	5,306	5,800	5,800	
<b>TOTAL PLANNING &amp; ZONING</b>			<b>43,968</b>	<b>43,142</b>	<b>43,170</b>	<b>43,500</b>	<b>43,500</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>POLICE</b>							
10 54 110	SALARIES & WAGES	479,495	531,518	588,382	628,600	628,600	
10 54 111	OVERTIME SALARIES & WAGES	24,318	25,636	26,421	23,000	23,000	
10 54 112	ALCOHOL ENFORCEMENT OVERTIME	11,156	13,987	15,300	1,000	15,000	State Grants
10 54 115	SALARIES & WAGES CROSS GUARD	9,896	9,904	16,050	16,200	16,200	
10 54 116	LIQUOR ENFORCEMENT SHIFTS	604	116	463	10,000	10,000	
10 54 125	LONG TERM DISABILITY	3,021	3,312	3,064	3,900	3,900	
10 54 130	RETIREMENT	150,126	153,775	159,812	174,200	174,200	
10 54 131	GROUP HEALTH INSURANCE	109,247	120,125	112,816	135,900	135,900	
10 54 132	WORKERS COMP INSURANCE	8,345	7,155	6,022	7,400	7,400	
10 54 133	FICA TAXES	38,504	44,293	47,973	51,900	51,900	
10 54 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	679	632	715	700	700	
10 54 240	OFFICE SUPPLIES & EXPENSE	2,593	1,925	3,753	2,600	2,600	
10 54 241	PRINTING	880	265	710	900	900	
10 54 250	VEHICLE SUPPLIES & MAINT	17,834	17,639	16,579	19,800	19,800	
10 54 253	POLICE VEHICLE LEASE/PURCHASE	44,279	65,906	51,064	30,000	30,000	
10 54 255	FUEL	18,066	21,462	24,725	28,800	28,800	
10 54 282	TELEPHONE CELLULAR	10,494	10,876	10,280	10,900	10,900	
10 54 310	NARCOTICS ENFORCEMENT	4,729	4,729	4,729	4,700	4,700	
10 54 311	PROFESSIONAL SERVICES	17,951	23,354	33,995	36,000	36,000	
10 54 320	UCAN RADIO NETWORK FEES	6,897	0	0	0	0	
10 54 321	DISPATCH FEES	21,852	22,639	22,639	23,300	23,300	
10 54 330	EDUCATION AND TRAINING	5,808	8,398	12,522	17,500	17,500	
10 54 340	LIQUOR DISTRIBUTION GRANT EXP	23,824	3,095	0	0	0	
10 54 450	SPECIAL DEPARTMENT SUPPLIES	3,581	9,014	19,166	4,800	4,800	
10 54 455	ALLOWANCES UNIFORM	14,556	11,947	13,256	15,400	15,400	
10 54 460	FIREARMS & FIREARM TRAINING	10,373	3,670	8,041	16,400	16,400	
10 54 610	MISCELLANEOUS SUPPLIES	0	9,986	148	0	0	
10 54 625	FEDERAL / STATE GRANT EXPENSES	9,553	0	0	0	0	
10 54 635	COMMUNITY POLICING	1,724	2,357	5,591	7,800	7,800	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
10 54 740	CAPITAL OUTLAY EQUIPMENT	102,775	34,704	77,635		155,500	155,500	
10 54 741	CAPITAL OUTLAY COMPUTERS	0	0	9,110		22,000	22,000	
<b>TOTAL POLICE</b>		<u>1,154,015</u>	<u>1,162,421</u>	<u>1,290,964</u>		<u>1,449,200</u>	<u>1,463,200</u>	
<b>FIRE</b>								
10 55 621	FIRE FIGHTING SERVICES	580,364	577,378	629,519		608,700	608,700	
<b>TOTAL FIRE</b>		<u>580,364</u>	<u>577,378</u>	<u>629,519</u>		<u>608,700</u>	<u>608,700</u>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>STREETS</b>							
10 60 110	SALARIES & WAGES	78,291	84,899	90,528	94,100	94,100	
10 60 111	OVERTIME SALARIES & WAGES	1,465	930	1,408	4,000	4,000	
10 60 114	SALARIES & WAGES TEMP/P TIME	0	0	0	0	0	
10 60 125	LONG TERM DISABILITY	467	483	449	600	600	
10 60 130	RETIREMENT	13,843	14,947	15,982	16,800	16,800	
10 60 131	GROUP HEALTH INSURANCE	21,609	22,353	25,712	26,300	26,300	
10 60 132	WORKERS COMP INSURANCE	1,687	1,624	1,163	1,400	1,400	
10 60 133	FICA TAXES	5,887	6,300	6,794	7,500	7,500	
10 60 250	VEHICLE SUPPLIES & MAINTENANCE	6,214	5,726	8,728	8,000	8,000	
10 60 252	EQUIPMENT MAINTENANCE & REPRS	400	1,437	2,040	3,500	3,500	
10 60 254	CONTRACT MECHANIC	0	0	0	0	0	
10 60 255	FUEL	6,723	5,297	5,991	7,600	7,600	
10 60 270	STREET LIGHTS	49,430	43,076	42,952	48,000	0	
10 60 330	EDUCATION AND TRAINING	1,416	250	475	1,000	1,000	
10 60 410	SPECIAL DEPARTMENT SUPPLIES	1,675	1,945	1,872	3,000	3,000	
10 60 412	STREET SIGNS & POSTS	4,483	3,586	15,841	4,000	4,000	
10 60 414	STREET SWEEPING	600	4,950	2,700	10,000	0	
10 60 455	UNIFORM	977	661	1,012	1,000	1,000	
10 60 620	SNOW REMOVAL	20,416	16,542	21,437	20,000	15,000	
10 60 630	TREE REMOVAL	212	71	164	1,000	1,000	
10 60 720	CAPITAL OUTLAY GRANTS	0	0	0	0	0	
10 60 730	CAPITAL OUTLAY IMPROVEMENTS	0	0	0	0	0	
10 60 740	CAPITAL OUTLAY EQUIPMENT	149,325	142,892	94,263	141,000	141,000	
<b>TOTAL STREETS</b>		<b>365,120</b>	<b>357,969</b>	<b>339,514</b>	<b>398,800</b>	<b>335,800</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>CLASS C STREETS</b>								
10 61 270	CLASS C STREET LIGHTS	0	0	0		0	50,000	
10 61 410	ROAD REPAIRS	10,521	31,224	21,901		50,000	50,000	
10 61 413	STREET STRIPING	3,465	14,431	23,727		28,000	28,000	
10 61 625	SIDEWALK REPLACEMENT	18,768	11,366	11,740		15,000	15,000	
10 61 730	OVERLAY CITY STREETS	0	0	0		0	0	
10 61 731	CRACK SEALANT	39,825	14,885	20,000		20,000	20,000	
10 61 735	SLURRY SEAL	173,481	0	95,039		0	0	
10 61 740	CAPITAL OUTLAY	0	72,713	0		250,000	250,000	
<b>TOTAL CLASS C STREETS</b>		<b>246,060</b>	<b>144,618</b>	<b>172,408</b>		<b>363,000</b>	<b>413,000</b>	
<b>HWY/TRANSPORTATION TAX</b>								
10 62 414	STREET SWEEPING	6,750	0	5,500		0	10,000	
10 62 431	CRACK SEALANT	0	0	9,589		0	0	
10 62 730	OVERLAY CITY STREETS	0	210,518	0		0	0	
10 62 740	CAPITAL OUTLAY EQUIPMENT	35,963	0	0		0	0	
10 62 742	CAPITAL OUTLAY STREET IMPROV	15,494	15,897	60,000		160,000	160,000	
<b>TOTAL HWY/TRANSPORTATION TAX</b>		<b>58,207</b>	<b>226,415</b>	<b>75,089</b>		<b>160,000</b>	<b>170,000</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>PARKS</b>							
10 70 110	SALARIES & WAGES	86,486	91,004	93,236	105,000	105,000	
10 70 111	OVERTIME SALARIES & WAGES	2,081	2,342	3,290	4,500	4,500	
10 70 114	SALARIES & WAGES TEMP/P TIME	21,360	16,884	18,037	27,000	27,000	
10 70 125	LONG TERM DISABILITY	522	524	474	700	700	
10 70 130	RETIREMENT	15,571	16,366	16,921	18,800	18,800	
10 70 131	GROUP HEALTH INSURANCE	24,509	23,922	24,988	28,400	28,400	
10 70 132	WORKERS COMP INSURANCE	2,239	1,871	1,399	1,800	1,800	
10 70 133	FICA TAXES	8,019	8,090	8,418	10,400	10,400	
10 70 245	TOILET RENTAL	397	230	586	1,000	1,000	
10 70 250	EQUIPMENT SUPPLIES & MAINT	3,805	3,561	3,710	3,700	3,700	
10 70 252	VEHICLE REPAIRS & MAINTENANCE	1,305	2,988	2,343	2,000	2,000	
10 70 255	FUEL	4,540	5,979	7,179	7,500	7,500	
10 70 260	BLDGS & GROUNDS SUPPLIES/MNT	14,517	20,686	11,282	21,000	21,000	
10 70 265	TRAIL MAINTENANCE	2,250	3,858	3,595	4,000	4,000	
10 70 270	UTILITIES	3,973	5,835	5,334	7,900	7,900	
10 70 310	PROFESSIONAL & TECHNICAL SVC'S	5,512	5,652	3,483	4,000	4,000	
10 70 330	EDUCATION AND TRAINING	469	1,156	1,592	2,700	2,700	
10 70 455	UNIFORM	1,269	1,247	1,165	1,700	1,700	
10 70 610	MISCELLANEOUS SUPPLIES	650	164	457	1,000	1,000	
10 70 612	4TH OF JULY CELEBRATION EXPENSE	13,073	18,185	17,575	0	0	
10 70 613	PARKS SUPPLIES	11,907	11,459	13,647	10,700	10,700	
10 70 615	HOLIDAY DECORATION & SUPPLIES	2,507	2,382	0	0	0	
10 70 620	LAWN MAINTENANCE	787	407	986	1,100	1,100	
10 70 740	CAPITAL OUTLAY EQUIPMENT	17,562	0	0	0	38,200	Service vehicle
10 70 750	CAPITAL OUTLAY IMPACT FEES	0	0	0	0	0	
<b>TOTAL PARKS</b>		<b>245,310</b>	<b>244,791</b>	<b>239,695</b>	<b>264,900</b>	<b>303,100</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>DEBT SERVICE</b>							
10 85 815	PRINC. SALES TX BOND CITY HALL	120,000	123,000	126,000	129,000	129,000	
10 85 825	INT. SALES TX BOND CITY HALL	31,812	28,963	25,890	23,100	23,100	
10 85 826	CAPITAL LEASE PRINCIPAL	4,068	0	3,939	4,100	4,100	
10 85 827	CAPITAL LEASE INTEREST	1,002	0	561	1,000	1,000	
10 85 835	AGENT SALES TX BOND CITY HALL	3,100	1,100	2,700	3,600	3,600	
10 85 836	DEFEASED BOND	0	0	0	0	0	
	<b>TOTAL DEBT SERVICE</b>	<b>159,982</b>	<b>153,063</b>	<b>159,091</b>	<b>160,800</b>	<b>160,800</b>	
<b>TRANSFERS</b>							
10 90 800	TRANSFERS TO CIP FUNDS	200,000	603,700	1,911,500	0	0	
10 90 810	TRANSFERS TO CAPITAL STREETS	0	425,000	212,500	212,500	212,500	
10 90 820	TRANSFERS TO STORM UTILITY	285,000	0	0	0	0	
10 90 850	TRANSFERS TO GOLF FUND	0	35,000	50,000	50,000	0	
10 90 860	TRANSFERS TO RAP	0	161,100	0	0	0	
10 90 899	APPROP INCREASE FUND BALANCE	0	0	0	0	0	
10 90 914	S/TAX PYMTS TO BTFL COMMONS	127,106	130,888	130,635	135,400	130,000	
10 90 915	S/TAX PYMTS TO BTFL GATEWAY	64,612	64,374	63,304	71,100	63,000	
10 90 916	S/TAX PYMTS TO DVPR: COMMONS	1,107,000	0	0	0	0	
	<b>TOTAL TRANSFERS</b>	<b>1,783,718</b>	<b>1,420,062</b>	<b>2,367,939</b>	<b>469,000</b>	<b>405,500</b>	
<b>GENERAL FUND - I</b>	<b>TOTAL EXPENDITURES</b>	<b>5,435,073</b>	<b>5,147,663</b>	<b>6,107,244</b>	<b>4,781,700</b>	<b>4,940,100</b>	
<b>GENERAL FUND OVERVIEW</b>							
	REVENUES	5,098,043	5,621,827	5,373,048	4,781,700	4,940,100	
	EXPENDITURES	5,435,073	5,147,663	6,107,244	4,781,700	4,940,100	
	<b>REVENUES OVER EXPENDITURES</b>	<b>(337,030)</b>	<b>474,164</b>	<b>(734,196)</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>JESSI'S MEADOWS FUND - REVENUES</b>								
13 34 100	ASSESSMENTS	12,000	12,000	11,101		12,000	12,000	
13 36 600	INTEREST EARNED	296	345	856		100	100	
13 36 700	HOA CONTRIBUTION	0	0	0		0	0	
13 38 899	CONTRIBUTIONS FUND SURPLUS	0	0			0	0	
<b>TOTAL REVENUES</b>		<b>12,296</b>	<b>12,345</b>	<b>11,957</b>		<b>12,100</b>	<b>12,100</b>	
<b>JESSI'S MEADOWS FUND - EXPENDITURES</b>								
13 40 100	MAINTENANCE	30,611	5,459	4,700		6,000	6,000	
13 40 200	CAPITAL	0	0	0		0	0	
13 40 800	TRANSFERS TO OTHER FUNDS	0	0	0		0	0	
13 40 899	APPROP INCREASE FUND BALANCE	0	0	0		6,100	6,100	
<b>TOTAL EXPENDITURES</b>		<b>30,611</b>	<b>5,459</b>	<b>4,700</b>		<b>12,100</b>	<b>12,100</b>	
<b>JESSI'S MEADOWS FUND OVERVIEW</b>								
REVENUES		12,296	12,345	11,957		12,100	12,100	
EXPENDITURES		30,611	5,459	4,700		12,100	12,100	
<b>REVENUES OVER EXPENDITURES</b>		<b>(18,315)</b>	<b>6,886</b>	<b>7,257</b>		<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>STREET IMPACT FEES - REVENUES</b>							
21 34 430	DEVELOPMENT IMPACT FEES	26,998	136,527	173,680	75,000	104,000	
21 36 600	INTEREST EARNED	430	271	6,586	500	500	
21 38 800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
21 38 899	CONTRIBUTIONS FUND SURPLUS	0	0		74,500	166,200	
<b>TOTAL REVENUES</b>		<b>27,428</b>	<b>136,799</b>	<b>180,266</b>	<b>150,000</b>	<b>270,700</b>	
<b>STREET IMPACT FEES - EXPENDITURES</b>							
21 40 730	CAPITAL OUTLAY IMPROVEMENTS	0	0	0	0	0	
21 40 800	TRANSFERS TO OTHER FUNDS	0	107,000	0	150,000	150,000	800 W
21 40 810	SIDEWALK IMPROVEMENTS	0	0	0	0	120,700	1100 W
21 40 811	CAPITAL OUTLAY Equipment	0	0	0	0	0	
21 40 899	APPROP INCREASE FUND BALANCE	0	0	0	0	0	
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>107,000</b>	<b>0</b>	<b>150,000</b>	<b>270,700</b>	
<b>STREET IMPACT FEES FUND OVERVIEW</b>							
REVENUES		27,428	136,799	180,266	150,000	270,700	
EXPENDITURES		0	107,000	0	150,000	270,700	
<b>REVENUES OVER EXPENDITURES</b>		<b>27,428</b>	<b>29,799</b>	<b>180,266</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>POLICE FACILITIES IMPACT FEES - REVENUES</b>							
23 34 430	DEVELOPMENT IMPACT FEES	1,283	6,268	7,864	3,000	3,000	
23 36 600	INTEREST EARNED	45	80	176	0	0	
<b>TOTAL REVENUES</b>		<b>1,328</b>	<b>6,348</b>	<b>8,040</b>	<b>3,000</b>	<b>3,000</b>	
<b>POLICE FACILITIES IMPACT FEES - EXPENDITURES</b>							
23 38 800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
23 38 899	CONTRIBUTIONS FUND SURPLUS	0	0	0	0	0	
23 40 730	CAPITAL OUTLAY IMPROVEMENTS	0	0	0	0	0	
23 40 800	TRANSFERS TO OTHER FUNDS	3,020	5,000	7,500	3,000	3,000	
23 40 899	APPROP INCREASE FUND BALANCE	0	0	0	0	0	
<b>TOTAL EXPENDITURES</b>		<b>3,020</b>	<b>5,000</b>	<b>7,500</b>	<b>3,000</b>	<b>3,000</b>	
<b>POLICE FACILITIES IMPACT FEES FUND OVERVIEW</b>							
REVENUES		1,328	6,348	8,040	3,000	3,000	
EXPENDITURES		3,020	5,000	7,500	3,000	3,000	
<b>REVENUES OVER EXPENDITURES</b>		<b>(1,692)</b>	<b>1,348</b>	<b>540</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>PARK IMPACT FEES - REVENUES</b>								
24 34 430	DEVELOPMENT IMPACT FEES	18,864	90,128	111,088		30,000	72,000	
24 36 600	INTEREST EARNED	287	1,315	4,088		500	1,700	
24 38 800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	
24 38 899	CONTRIBUTIONS FUND SURPLUS	0	0	0		183,500	146,300	
<b>TOTAL REVENUES</b>		<b>19,151</b>	<b>91,443</b>	<b>115,176</b>		<b>214,000</b>	<b>220,000</b>	
<b>PARK IMPACT FEES - EXPENDITURES</b>								
24 40 310	PROF & TECH PLANNING/IMP FEE	1,436	18,404	0		0	0	
24 40 730	CAPITAL OUTLAY IMPROVEMENTS	0	0	10,079		214,000	220,000	Restroom
24 40 800	TRANSFERS TO OTHER FUNDS	0	0	0		0	0	
24 40 899	APPROP INCREASE FUND BALANCE	0	0	0		0	0	
<b>TOTAL EXPENDITURES</b>		<b>1,436</b>	<b>18,404</b>	<b>10,079</b>		<b>214,000</b>	<b>220,000</b>	
<b>PARK IMPACT FEES FUND OVERVIEW</b>								
REVENUES		19,151	91,443	115,176		214,000	220,000	
EXPENDITURES		1,436	18,404	10,079		214,000	220,000	
<b>REVENUES OVER EXPENDITURES</b>		<b>17,715</b>	<b>73,039</b>	<b>105,097</b>		<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>REDEVELOPMENT AGENCY - REVENUES</b>							
25 31 110	TAX INCREMENT PROPERTY	519,074	256,096	269,254	251,900	251,900	
25 36 600	INTEREST EARNED	905	1,776	3,116	100	100	
25 38 870	TRANSFERS IN GENERAL FUND	0	0	0	0	0	
25 38 899	CONTRIBUTIONS FUND SURPLUS	0	0		6,100	6,100	
<b>TOTAL REVENUES</b>		<b>519,979</b>	<b>257,872</b>	<b>272,370</b>	<b>258,100</b>	<b>258,100</b>	
<b>REDEVELOPMENT AGENCY - EXPENDITURES</b>							
25 40 110	SALARIES & WAGES	53,343	56,619	46,878	49,200	49,200	
25 40 125	LONG TERM DISABILITY	313	207	229	300	300	
25 40 130	RETIREMENT	14,823	9,072	13,411	13,900	13,900	
25 40 131	GROUP HEALTH INSURANCE	10,373	7,450	8,120	8,700	8,700	
25 40 132	WORKERS COMP INSURANCE	803	591	421	500	500	
25 40 133	FICA TAXES	3,966	2,766	3,507	3,800	3,800	
25 40 230	TRAVEL	1,300	1,200	1,200	1,200	1,200	
25 40 310	LEGAL FEES	0	0	0	0	0	
25 40 312	OTHER PROFESSIONAL FEES	6,000	6,000	6,000	3,000	3,000	
25 40 510	LIABILITY INSURANCE	0	1,442	2,655	2,700	2,700	
25 40 899	APPROP INCREASE FUND BALANCE	0	0	0	0	0	
25 40 915	RDA TAX PYMTS TO DVPR: GATEWAY	236,284	0	0	0	0	
25 40 920	RDA TAX PYMTS TO DVPR: COMMONS	168,335	163,883	161,601	174,800	174,800	
25 90 850	TRANSFER TO OTHER FUNDS	0	0	0	0	0	
<b>TOTAL EXPENDITURES</b>		<b>495,540</b>	<b>249,229</b>	<b>244,023</b>	<b>258,100</b>	<b>258,100</b>	
<b>REDEVELOPMENT AGENCY FUND OVERVIEW</b>							
REVENUES		519,979	257,872	272,370	258,100	258,100	
EXPENDITURES		495,540	249,229	244,023	258,100	258,100	
<b>REVENUES OVER EXPENDITURES</b>		<b>24,439</b>	<b>8,643</b>	<b>28,348</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>RAP TAX - REVENUES</b>							
26 31 110	RAP TAX REVENUE	220,241	221,260	209,207	235,200	200,000	
26 36 600	INTEREST EARNED	4,655	9,403	18,134	1,000	1,000	
26 36 690	MISCELLANEOUS REVENUE	0	0	0	0	0	
26 38 860	CONTRIBUTIONS PRIVATE	0	0	0	0	0	
26 38 870	TRANSFERS IN GENERAL FUND	0	161,100	0	0	0	
26 38 899	CONTRIBUTIONS FUND SURPLUS	0	0	0	292,300	227,500	
<b>TOTAL REVENUES</b>		<b>224,896</b>	<b>391,764</b>	<b>227,341</b>	<b>528,500</b>	<b>428,500</b>	
<b>RAP TAX - EXPENDITURES</b>							
26 40 260	BLDGS & GROUNDS SUPPLIES/MNT	0	0	11,555	15,000	15,000	
26 40 290	IMPROVEMENTS MAIN PARK	0	0	25,357	0	0	
26 40 291	CAPITAL OUTLAY PARKING LOT	37,200	0	0	0	0	
26 40 292	CAPITAL OUTLAY IRRIGATION	0	0	0	0	0	
26 40 293	CAPITAL OUTLAY Park/Playground	0	0	0	50,000	50,000	
26 40 730	CAPITAL OUTLAY IMPROVEMENTS	18,163	2,963	26,678	300,000	200,000	
26 40 740	CAPITAL OUTLAY EQUIPMENT	0	0	30,000	0	0	
26 40 791	CAP PROJ: DSB TRAIL PROTECTION	0	0	0	0	0	
26 40 792	CAP PROJ: RESTROOM	0	0	0	125,000	125,000	
26 40 800	TRANSFERS TO GENERAL FUND	4,500	4,500	4,500	4,500	4,500	
26 40 850	TRANSFER TO GOLF FUND	100,300	139,000	14,500	34,000	34,000	
26 40 899	APPROP INCREASE FUND BALANCE	0	0	0	0	0	
<b>TOTAL EXPENDITURES</b>		<b>160,163</b>	<b>146,463</b>	<b>112,590</b>	<b>528,500</b>	<b>428,500</b>	
<b>RAP TAX FUND OVERVIEW</b>							
REVENUES		224,896	391,764	227,341	528,500	428,500	
EXPENDITURES		160,163	146,463	112,590	528,500	428,500	
<b>REVENUES OVER EXPENDITURES</b>		<b>64,733</b>	<b>245,301</b>	<b>114,751</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>CAPITAL IMPROVEMENT FUND - REVENUES</b>							
31 36 600	INTEREST EARNED	6,158	14,313	25,191	0	23,000	
31 38 820	BOND PROCEEDS LEASE REVENUE	0	0	0	0	0	
31 38 870	TRANSFERS IN GENERAL FUND	200,000	543,700	1,911,500	0	0	
31 38 880	TRANSFERS IN CAP PROJECTS FUNDS	0	167,027	0	510,000	510,000	
31 38 899	CONTRIBUTIONS FUND SURPLUS	0	0	0	0	0	
31 38 900	BOND FUNDS	0	0	0	0	0	
<b>TOTAL REVENUES</b>		<b>206,158</b>	<b>725,040</b>	<b>1,936,691</b>	<b>510,000</b>	<b>533,000</b>	
<b>CAPITAL IMPROVEMENT FUND - EXPENDITURES</b>							
31 40 420	CDBG Project: Weatherization	0	0	0	0	0	
31 40 710	LAND ACQUISITION	0	113,000	0	0	0	
31 40 720	CITY BLDGS PLAN,DESIGN,CONST	0	8,140	8,316	0	12,000	
31 40 850	TRANSFERS TO CAP FUND	0	0	510,000	300,000	300,000	
31 40 899	APPROP INCREASE FUND BALANCE	0	0	0	210,000	221,000	
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>121,140</b>	<b>518,316</b>	<b>510,000</b>	<b>533,000</b>	
<b>CAPITAL IMPROVEMENT FUND OVERVIEW</b>							
REVENUES		206,158	725,040	1,936,691	510,000	533,000	
EXPENDITURES		0	121,140	518,316	510,000	533,000	
<b>REVENUES OVER EXPENDITURES</b>		<b>206,158</b>	<b>603,900</b>	<b>1,418,375</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>STREETS CAPITAL IMPROVEMENT FUND - REVENUES</b>							
34 31 110	CURRENT YEAR PROPERTY TAXES	0	0	0	0	0	
34 36 600	INTEREST EARNED	3,014	2,790	11,135	0	3,200	
34 36 700	CONTRIBUTIONS GRANTS		0	270,000	0	0	
34 38 800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
34 38 870	TRANSFERS IN GENERAL FUND	0	425,000	212,500	212,500	212,500	
34 38 899	CONTRIBUTIONS FUND SURPLUS	0	0	0	0	498,600	
<b>TOTAL REVENUES</b>		<b>3,014</b>	<b>427,790</b>	<b>493,635</b>	<b>212,500</b>	<b>714,300</b>	
<b>STREETS CAPITAL IMPROVEMENT FUND - EXPENDITURES</b>							
34 40 800	TRANSFERS TO OTHER FUNDS	133,500	0	0	0	250,000	800 W
34 40 840	TRANSFERS TO GENERAL FUND	0	0	0	0	0	
34 40 850	CAPITAL EQUIP/MAINT	0	0	0	0	0	
34 40 899	APPROP INCREASE FUND BALANCE	0	0	0	12,500	0	
34 40 930	CAPITAL OUTLAY Improvements	0	261,502	113,245	200,000	464,300	Jessi's
<b>TOTAL EXPENDITURES</b>		<b>133,500</b>	<b>261,502</b>	<b>113,245</b>	<b>212,500</b>	<b>714,300</b>	
<b>STREETS CAPITAL IMPROVEMENT FUND OVERVIEW</b>							
REVENUES		3,014	427,790	493,635	212,500	714,300	
EXPENDITURES		133,500	261,502	113,245	212,500	714,300	
<b>REVENUES OVER EXPENDITURES</b>		<b>(130,486)</b>	<b>166,289</b>	<b>380,390</b>	<b>0</b>	<b>0</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>WATER FUND - REVENUES</b>								
51 36 600	INTEREST EARNED	44,424	84,223	136,420		50,000	50,000	
51 36 640	Labor & Materials	6,455	4,614	0		0	0	
51 36 642	SALE OF FIXED ASSETS	0	18,492	18,283		128,500	128,500	
51 36 690	MISC REVENUE/RECONNECTIONS	568	3,008	3,439		5,000	5,000	
51 36 710	WATER IMPACT FEE	79,918	261,370	364,137		8,000	230,000	
51 36 720	WATER RIGHTS FEE	0	79,920	0		5,000	5,000	
51 36 730	OTHER MISC REVENUE	0	0	0		0	0	
51 37 700	WATER SALES	1,319,975	1,315,788	1,296,967		1,318,100	1,318,100	
51 37 710	WATER CONNECTION FEES	6,374	14,604	16,604		7,000	7,000	
51 38 860	CONTRIBUTIONS BOND PROCEEDS	500,000	0	0		0	0	
<b>TOTAL REVENUES</b>		<b>1,957,714</b>	<b>1,782,020</b>	<b>1,835,850</b>		<b>1,521,600</b>	<b>1,743,600</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>WATER FUND - EXPENDITURES</b>								
51 40 110	SALARIES & WAGES	192,825	210,393	209,710		188,400	188,400	
51 40 111	OVERTIME SALARIES & WAGES	2,988	3,122	3,446		6,000	6,000	
51 40 125	LONG TERM DISABILITY	1,196	1,191	989		1,200	1,200	
51 40 130	RETIREMENT	36,095	37,554	35,773		33,800	33,800	
51 40 131	GROUP HEALTH INSURANCE	65,786	64,428	58,157		56,700	56,700	
51 40 132	WORKERS COMP INSURANCE	3,769	3,945	2,125		2,200	2,200	
51 40 133	FICA TAXES	14,824	15,358	14,626		14,900	14,900	
51 40 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	767	1,487	1,590		1,800	1,800	
51 40 241	POSTAGE/SUPPLIES	6,926	6,561	6,768		7,300	7,300	
51 40 250	VEHICLE MAINTENANCE & REPAIR	3,135	4,270	4,683		6,600	6,600	
51 40 252	EQUIPMENT MAINTENANCE & REPRS	15,061	11,720	1,864		12,000	12,000	
51 40 253	WATERLINE MAINTENANCE & REPAIR	26,209	36,211	30,505		49,200	49,200	
51 40 254	WATERTANK MAINTENANCE & REPAIR	2,944	250	3,780		7,500	7,500	
51 40 255	FUEL	3,922	5,450	6,043		7,400	7,400	
51 40 270	PUMPING ELECTRICITY	12,227	12,564	7,262		13,000	13,000	
51 40 280	TELEPHONE/TELEMTRY	0	0	640		1,000	1,000	
51 40 330	EDUCATION AND TRAINING	2,841	4,554	4,703		5,800	5,800	
51 40 455	UNIFORM	1,159	1,495	1,640		1,700	1,700	
51 40 610	MISCELLANEOUS EXPENSE	3,395	4,731	2,323		4,100	4,100	
51 40 611	WATER PURCHASES CULINARY	155,757	151,751	161,698		184,000	192,100	Weber Overage
51 40 612	WATER DEPT SUPPLIES METERS/ETC	18,261	28,009	38,393		38,600	38,600	
51 40 620	MISCELLANEOUS SERVICES	3,062	2,876	5,026		4,900	4,900	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
51 40 623	STONE CREEK WELL MAINTENANCE	4,472	3,601	37,058	4,000	4,000	
51 40 740	CAPITAL OUTLAY EQUIPMENT	3,093	0	1,679	2,000	2,000	
51 40 741	FLORIDE EQUIP	249	0	0	0	0	
51 40 810	DEBT SERVICE PRINCIPAL	210,000	259,000	252,123	265,000	265,000	
51 40 820	DEBT SERVICE INTEREST	108,350	96,829	89,821	73,200	73,200	
51 40 840	AGENT FEES 2009 SERIES BOND	1,650	7,150	1,650	1,650	1,650	
51 40 850	COST OF ISSUANCE BONDS	48,239	0	0	0	0	
51 90 870	TRANSFERS TO CAP IMPROV FUND	0	0	0	350,000	1,305,700	800 W
51 90 880	TRANSFERS	0	30,000	0	0	0	
51 95 730	CAPITAL OUTLAY PROJ/HYDRANTS	518	19,326	8,978	23,000	23,000	
51 95 740	CAPITAL OUTLAY EQUIPMENT	0	0	0	181,000	181,000	
51 95 750	CAPITAL OUTLAY SPECIAL PROJECTS	0	20,000	2,200	0	0	
51 95 795	NEW WELL	2,400	0	0	2,000,000	1,082,300	
<b>TOTAL EXPENDITURES*</b>		<b>952,120</b>	<b>1,043,826</b>	<b>995,254</b>	<b>3,547,950</b>	<b>3,594,050</b>	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
<b>WATER FUND OVERVIEW</b>							
REVENUES		1,957,714	1,782,020	1,835,850	1,521,600	1,743,600	
EXPENDITURES		952,120	1,043,826	995,254	3,547,950	3,594,050	
<b>REVENUES OVER EXPENDITURES</b>		<b>1,005,594</b>	<b>738,194</b>	<b>840,597</b>	<b>(2,026,350)</b>	<b>(1,850,450)</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>SOLID WASTE FUND - REVENUES</b>							
52 36 600	INTEREST EARNED	5,825	10,305	10,694	5,000	5,000	
52 36 690	MISC. REVENUE	700	160	0	0	0	
52 37 700	GARBAGE PICK UP SALES	378,411	385,061	393,196	393,900	393,900	
52 37 710	GARBAGE CAN REPLACEMENT FEES	0	0	0	0	0	
52 38 860	CONTRIBUTIONS OTHER	0	0	0	0	0	
<b>TOTAL REVENUES</b>		<b>384,936</b>	<b>395,526</b>	<b>403,890</b>	<b>398,900</b>	<b>398,900</b>	
<b>SOLID WASTE FUND - EXPENDITURES</b>							
52 40 110	SALARIES & WAGES	7,666	9,405	7,245	11,100	11,100	
52 40 111	Overtime	0	69	52	0	0	
52 40 125	LONG TERM DISABILITY	51	54	35	100	100	
52 40 130	RETIREMENT	1,487	1,643	1,263	1,800	1,800	
52 40 131	GROUP HEALTH INSURANCE	2,298	2,524	1,935	3,700	3,700	
52 40 132	WORKERS COMP INSURANCE	194	282	93	200	200	
52 40 133	FICA TAXES	644	697	543	800	800	
52 40 241	POSTAGE/SUPPLIES	250	0	200	500	500	
52 40 620	GARBAGE PICKUP SERVICE	154,440	160,578	167,350	175,300	175,300	
52 40 621	TIPPING/FLAT RATE BURN PLANT	144,570	146,727	147,528	200,000	200,000	
52 40 623	SPRING & FALL CLEANUP	7,416	9,551	10,927	8,500	8,500	
52 40 625	ADDITIONAL GARBAGE CANS	11,858	14,088	37,054	0	0	
<b>TOTAL EXPENDITURES*</b>		<b>330,874</b>	<b>345,617</b>	<b>374,225</b>	<b>402,000</b>	<b>402,000</b>	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
<b>SOLID WASTE FUND OVERVIEW</b>							
REVENUES		384,936	395,526	403,890	398,900	398,900	
EXPENDITURES		330,874	345,617	374,225	402,000	402,000	
<b>REVENUES OVER EXPENDITURES</b>		<b>54,062</b>	<b>49,909</b>	<b>29,665</b>	<b>(3,100)</b>	<b>(3,100)</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>STORM WATER UTILITY FUND - REVENUES</b>							
53 34 400	SUBDIVISION IMPACT FEES	4,664	50,209	139,676	20,000	20,000	
53 36 600	INTEREST EARNED	15	2,231	6,056	0	0	
53 36 690	MISC. REVENUE	0	0	13,400	0	0	
53 37 700	UTILITY SALES	97,572	98,710	99,759	99,000	99,000	
53 38 870	TRANSFERS IN GENERAL FUND	285,000	0	0	0	0	
<b>TOTAL REVENUES</b>		<b>387,251</b>	<b>151,149</b>	<b>258,891</b>	<b>119,000</b>	<b>119,000</b>	
<b>STORM WATER UTILITY FUND - EXPENDITURES</b>							
53 40 110	SALARIES & WAGES	23,552	26,670	29,185	39,800	39,800	
53 40 111	OVERTIME SALARIES & WAGES	635	310	887	0	0	
53 40 125	LONG TERM DISABILITY	139	149	146	200	200	
53 40 130	RETIREMENT	4,038	4,510	5,212	6,800	6,800	
53 40 131	GROUP HEALTH INSURANCE	7,678	8,032	8,181	11,600	11,600	
53 40 132	WORKERS COMP INSURANCE	506	688	388	500	500	
53 40 133	FICA TAXES	1,752	1,926	2,212	3,000	3,000	
53 40 252	EQUIPMENT MAINTENANCE & REPRS	0	0	0	1,500	1,500	
53 40 253	STORM SYSTM MAINT AND REPAIRS	14,686	484	702	5,000	5,000	
53 40 310	PROFESSIONAL SERVICES	1,885	1,885	2,255	2,000	2,000	
53 40 330	EDUCATION AND TRAINING	663	432	334	500	500	
53 40 610	MISCELLANEOUS SUPPLIES	2,018	0	42	2,500	2,500	
53 40 730	CAPITAL OUTLAY IMPROVEMENTS	12,554	6,592	0	0	0	
53 40 750	CAPITAL OUTLAY IMPACT FEES	0	0	0	0	60,700	Transfer 800 W
53 40 751	TELEWISE AND FLUSH STORM DRAIN	20,090	19,993	14,527	20,000	20,000	
53 40 755	CAPITAL OUTLAY	0	2,262	0	0	100,000	Transfer 800 W
<b>TOTAL EXPENDITURES*</b>		<b>90,196</b>	<b>73,933</b>	<b>64,072</b>	<b>93,400</b>	<b>254,100</b>	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
<b>STORM WATER UTILITY FUND OVERVIEW</b>							
REVENUES		387,251	151,149	258,891	119,000	119,000	
EXPENDITURES		90,196	73,933	64,072	93,400	254,100	
<b>REVENUES OVER EXPENDITURES</b>		<b>297,055</b>	<b>77,216</b>	<b>194,819</b>	<b>25,600</b>	<b>(135,100)</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>GOLF FUND - REVENUES</b>							
<b>OPERATING REVENUES</b>							
54 30 010	ROUNDS Greens Fees	357,606	347,763	355,619	360,000	360,000	
54 30 011	ROUNDS Tournaments	0	34,514	33,590	35,000	35,000	
54 30 020	PUNCH PASSES ALL	50,669	63,971	33,583	60,000	60,000	
54 30 040	RENTALS CARTS/CLUBS	187,308	204,426	195,316	195,000	195,000	
54 30 050	RANGE ALL	99,463	98,168	109,414	100,000	100,000	
54 30 070	PRO SHOP MERCHANDISE SALES	112,629	121,535	135,453	115,000	115,000	
54 30 088	FACILITY LEASE	5,462	5,621	5,621	4,000	4,000	
<b>TOTAL OPERATING REVENUES</b>		<b>813,137</b>	<b>875,997</b>	<b>868,597</b>	<b>869,000</b>	<b>869,000</b>	
<b>OTHER GOLF REVENUES</b>							
54 36 600	INTEREST EARNED	18	39	88	100	100	
54 36 640	SALE OF FIXED ASSETS	0	10,370	0	33,000	33,000	
54 36 685	ADVERTISING REVENUES	0	0	0	500	500	
54 36 690	MISCELLANEOUS REVENUE	6,983	35,323	2,903	1,000	1,000	
54 36 695	MISCELLANEOUS TOURNAMENT REV	0	0	2,500	2,500	2,500	
54 38 870	TRANSFERS IN GENERAL FUND	0	35,000	50,000	50,000	0	
54 38 880	TRANSFERS IN CAP IMPROV FUND	0	0	0	0	0	
54 38 890	TRANSFERS IN RAP TAX FUND	100,300	139,000	14,500	34,000	34,000	
<b>TOTAL OPERATING REVENUES</b>		<b>107,301</b>	<b>219,733</b>	<b>69,991</b>	<b>121,100</b>	<b>71,100</b>	
<b>GOLF FUND TOTAL REVENUES</b>		<b>920,438</b>	<b>1,095,730</b>	<b>938,588</b>	<b>990,100</b>	<b>940,100</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>GOLF FUND - EXPENDITURES</b>							
<b>GOLF PROFESSIONAL &amp; CLUBHOUSE</b>							
54 81 110	SALARIES & WAGES	115,034	115,140	93,780	98,200	98,200	
54 81 114	SALARIES & WAGES TEMP/P TIME	34,315	65,828	74,031	77,000	77,000	
54 81 125	LONG TERM DISABILITY	608	599	473	600	600	
54 81 130	RETIREMENT	18,066	18,662	16,431	16,800	16,800	
54 81 131	GROUP HEALTH INSURANCE	41,360	39,843	35,175	35,400	35,400	
54 81 132	WORKERS COMP INSURANCE	1,360	1,915	1,479	2,000	2,000	
54 81 133	FICA TAXES	10,097	12,999	12,627	13,400	13,400	
54 81 134	EMPLOYEE BENEFITS UNEMPLOY	485	0	0	500	500	
54 81 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	324	110	150	300	300	
54 81 240	OFFICE SUPPLIES & EXPENSE	1,225	715	827	1,500	1,500	
54 81 255	FUEL	6,322	0	0	0	0	
54 81 256	EQUIP MNT/REPAIR GOLF CARTS	1,130	2,628	2,454	3,000	3,000	
54 81 260	BLDGS & GROUNDS SUPPLIES/MNT	4,877	2,859	4,522	5,000	5,000	
54 81 270	UTILITIES	12,350	13,492	15,390	15,000	15,000	
54 81 280	TELEPHONE	2,689	1,260	552	3,200	3,200	
54 81 330	EDUCATION AND TRAINING	550	200	649	3,500	3,500	
54 81 440	BANK CHARGES VISA	17,325	17,837	19,429	18,500	18,500	
54 81 610	MISCELLANEOUS SUPPLIES	1,418	602	1,170	1,500	1,500	
54 81 633	JUNIOR GOLF PROGRAM	950	0	1,666	2,500	2,500	
54 81 635	MISCELLANEOUS SERVICES	4,024	2,413	2,175	2,400	2,400	
54 81 638	ADVERTISING	6,084	4,726	1,468	7,000	7,000	
54 81 645	TOURNAMENT EXPENSES	312	0	55	600	600	
54 81 720	CAPITAL OUTLAY BUILDINGS	1,109	0	0	0	0	
54 81 745	RENTAL CLUBS & BAGS	0	240	2,599	2,300	2,300	
<b>TOTAL GOLF PROFESSIONAL &amp; CLUBHOUSE</b>		<b>282,014</b>	<b>302,068</b>	<b>287,103</b>	<b>310,200</b>	<b>310,200</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19		19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual		Original	1st Amend	
<b>COURSE MAINTENANCE</b>								
54 82 110	SALARIES & WAGES	101,568	104,104	106,051		116,100	116,100	
54 82 111	OVERTIME SALARIES & WAGES	155	418	668		0	0	
54 82 114	SALARIES & WAGES TEMP/P TIME	58,460	70,201	78,271		86,000	86,000	
54 82 125	LONG TERM DISABILITY	577	576	512		700	700	
54 82 130	RETIREMENT	17,073	17,871	18,260		20,300	20,300	
54 82 131	GROUP HEALTH INSURANCE	10,305	19,121	27,678		31,200	31,200	
54 82 132	WORKERS COMP INSURANCE	1,656	2,358	1,930		2,300	2,300	
54 82 133	FICA TAXES	12,800	13,085	13,829		15,500	15,500	
54 82 210	BOOKS, SUBSCRIPT, MEMBERSHIPS	605	650	730		700	700	
54 82 240	OFFICE SUPPLIES & EXPENSE	0	249	277		300	300	
54 82 245	EQUIP MNT/RPR TOILET RENTAL	742	675	796		800	800	
54 82 248	SUPPLIES IRRIGATION	7,200	9,888	5,958		8,900	8,900	
54 82 250	EQUIPMENT SUPPLIES & MAINT	10,365	11,088	13,023		12,000	12,000	
54 82 253	EQUIPMENT LEASE	424	565	1,460		1,200	1,200	
54 82 255	FUEL	10,374	17,842	21,029		20,000	20,000	
54 82 258	EQUIP MNT/RPR MOWER SHARPEN	4,640	3,816	2,718		0	0	
54 82 260	BLDGS & GROUNDS SUPPLIES/MNT	3,183	2,157	2,504		2,500	2,500	
54 82 262	BLDGS & GROUNDS GROUND SUPP	3,116	3,628	3,434		3,500	3,500	
54 82 270	UTILITIES ALL	32,142	37,204	36,670		40,000	40,000	
54 82 322	SERVICES TREE TRIMMING	730	0	0		0	0	
54 82 330	EDUCATION AND TRAINING	595	1,305	1,280		850	850	
54 82 472	UNIFORMS PROTECTIVE OSHA	281	149	534		900	900	
54 82 482	SPEC DEPT SUPP SHOP/SM TOOLS	2,181	589	1,209		800	800	
54 82 620	MISCELLANEOUS SERVICES	2,695	4,499	1,908		1,000	1,000	
54 82 660	SUPPLIES FERTILIZERS	18,002	19,296	15,069		18,600	18,600	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
54 82 667	SUPPLIES SAND (ALL)	9,329	10,697	10,970	14,000	14,000	
54 82 668	SUPPLIES SEED	864	5,443	2,833	3,000	3,000	
54 82 669	SUPPLIES CART PATH	0	17,105	0	9,000	9,000	
54 82 670	SUPPLIES GARDEN & FLOWERS	303	847	885	1,600	1,600	
54 82 677	SUPPLIES CHEMICALS (ALL)	7,983	10,954	10,329	9,500	9,500	
54 82 732	CAPITAL OUTLAY Grnds Improvmt	0	109,071	0	10,000	10,000	
54 82 735	CAPITAL OUTLAY IMPROVEMENTS	18,473	752	0	15,000	15,000	
54 82 738	CAPITAL OUTLAY DRAINAGE SYS	0	0	0	4,400	4,400	
54 82 740	CAPITAL OUTLAY EQUIPMENT	1,200	89,106	89,160	38,500	38,500	
<b>TOTAL COURSE MAINTENANCE</b>		<b>338,126</b>	<b>585,308</b>	<b>469,974</b>	<b>489,150</b>	<b>489,150</b>	
<b>DRIVING RANGE</b>							
54 83 114	SALARIES & WAGES TEMP/P TIME	28,404	0	0	0	0	
54 83 132	WORKERS COMP INSURANCE	295	0	0	0	0	
54 83 133	FICA TAXES	2,173	0	0	0	0	
54 83 250	EQUIPMENT SUPPLIES & MAINT	980	1,202	669	1,500	1,500	
54 83 610	MISCELLANEOUS SUPPLIES	1,061	0	0	0	0	
54 83 679	SUPPLIES RANGE GOLF BALLS	0	0	3,375	3,300	3,300	
54 83 730	CAPITAL OUTLAY IMPROVEMENTS	6,494	0	6,488	0	0	
<b>TOTAL DRIVING RANGE</b>		<b>39,407</b>	<b>1,202</b>	<b>10,531</b>	<b>4,800</b>	<b>4,800</b>	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend		
		Actual	Actual	Actual	Original	1st Amend			
<b>BUILDING &amp; CAFÉ</b>									
54 84 250	EQUIPMENT SUPPLIES & MAINT	1,321	1,404	510	1,300	1,300			
54 84 260	BLDGS & GROUNDS SUPPLIES/MNT	5,855	4,479	2,093	3,500	3,500			
54 84 400	MERCHANDISE PURCHASES DIRECT	78,283	114,686	86,505	80,000	80,000			
54 84 740	CAPITAL OUTLAY	0	11,896	3,966	7,500	7,500			
<b>TOTAL BUILDING &amp; CAFÉ</b>		<b>85,459</b>	<b>132,465</b>	<b>93,074</b>	<b>92,300</b>	<b>92,300</b>			
<b>DEBT SERVICE</b>									
54 85 811	PRINCIPAL G.O. BOND '03	0		0	0	0			
54 85 816	LEASE PAYMENT GOLF CARTS	14,523	7,219	12,282	41,900	41,900			
54 85 821	INTEREST G.O. BOND '03	0	0	0	0	0			
54 85 831	AGENT FEES '03 BOND	0	0	0	0	0			
54 85 899	INTEREST EXPENSE	19,147	31,446	21,243	7,500	7,500			
<b>TOTAL DEBT SERVICE</b>		<b>33,670</b>	<b>38,665</b>	<b>33,525</b>	<b>49,400</b>	<b>49,400</b>			
<b>GOLF FUND</b>		<b>TOTAL EXPENDITURES*</b>			<b>778,676</b>	<b>1,059,708</b>	<b>894,208</b>	<b>945,850</b>	<b>945,850</b>
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures									
<b>GOLF FUND OVERVIEW</b>									
REVENUES		920,438	1,095,730	938,588	990,100	940,100			
EXPENDITURES		778,676	1,059,708	894,208	945,850	945,850			
<b>REVENUES OVER EXPENDITURES</b>		<b>141,762</b>	<b>36,022</b>	<b>44,380</b>	<b>44,250</b>	<b>(5,750)</b>			

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>PAGES LANE II CAP. PROJ. - REVENUES</b>							
75 36 600	INTEREST	0	328	5,187	0	0	
75 38 800	TRANSFERS IN WATER FUND	0	30,000		0	0	
75 38 810	TRANSFERS IN WATER IMPACT FEE	0	0	0	0	0	
75 38 900	TRANSFERS IN STREETS CAP FUND	0	0	0	0	0	
75 38 909	TRANSFERS IN STREETS IMPACT	0	107,000	0	0	0	
75 38 910	TRANSFERS IN CAP PROJ FUND	0	0	510,000	0	0	
75 38 950	TRANSFERS IN GENERAL FUND	0	60,000	0	0	0	
75 38 999	CONTRIBUTIONS GRANTS	0	0	0	510,000	510,000	
<b>TOTAL REVENUES</b>		0	197,000	515,187	510,000	510,000	
<b>PAGES LANE II CAP. PROJ. - EXPENDITURES</b>							
75 40 899	TRANSFER OUT CAPITAL PROJECT FUND	0	0	0	510,000	510,000	
75 70 730	CAPITAL OUTLAY WATER	0	0	0	0	0	
75 70 770	CAPITAL OUTLAY STREETS	0	6,306	590,444	0	211,000	
<b>TOTAL EXPENDITURES</b>		0	6,306	590,444	510,000	721,000	
<b>PAGES LANE II CAP. PROJ. FUND OVERVIEW</b>							
REVENUES		0	197,000	515,187	510,000	510,000	
EXPENDITURES		0	6,306	590,444	510,000	721,000	
<b>REVENUES OVER EXPENDITURES</b>		0	190,694	(75,257)	0	(211,000)	

**WEST BOUNTIFUL CITY -  
FY 2019/2020 BUDGET -  
1st Amendment**

		16/17	17/18	18/19	19/20	19/20	Notes - 1st Amend
		Actual	Actual	Actual	Original	1st Amend	
<b>800 W/Y2020 CAP. PROJ. - REVENUES</b>							
76 36 600	INTEREST	0	0	0	0	0	
76 38 800	TRANSFERS IN WATER FUND	0	0	0	350,000	1,305,700	
76 38 810	TRANSFERS IN WATER IMPACT FEE	0	0	0	0	0	
76 38 820	TRANSFERS IN STORM WATER	0	0	0	0	100,000	
76 38 830	TRANSFERS IN STORM WATER IMPACT I	0	0	0	0	60,700	
76 38 900	TRANSFERS IN STREETS CAP FUND	0	0	0	0	250,000	
76 38 909	TRANSFERS IN STREETS IMPACT	0	0	0	150,000	287,800	
76 38 910	TRANSFERS IN CAP PROJ FUND	0	0	0	300,000	300,000	
76 38 950	TRANSFERS IN GENERAL FUND	0	0	0	0	300,000	Class C \$250K, Prop 1
76 38 999	CONTRIBUTIONS GRANTS	0	0	0	0	0	
<b>TOTAL REVENUES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>800,000</b>	<b>2,604,200</b>	
<b>800 W/Y2020 CAP. PROJ. - EXPENDITURES</b>							
76 40 899	TRANSFER OUT CAPITAL PROJECT FUND	0	0	0	0	0	
76 70 730	CAPITAL OUTLAY WATER	0	0	0	350,000	1,305,700	
76 70 731	CAPITAL OUTLAY STORM	0	0	0	0	251,000	
76 70 770	CAPITAL OUTLAY STREETS	0	0	0	450,000	1,047,500	
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>800,000</b>	<b>2,604,200</b>	
<b>800 W/Y2020 CAP. PROJ. FUND OVERVIEW</b>							
REVENUES		0	0	0	800,000	2,604,200	
EXPENDITURES		0	0	0	800,000	2,604,200	
<b>REVENUES OVER EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>CLOSED CAPITAL PROJECT FUNDS - EXPENDITURES</b>							
71 40 899	TRANSFER OUT CAPITAL PROJECT FUND		119,433	0	0	0	
72 40 899	TRANSFER OUT CAPITAL PROJECT FUND		30,215	0	0	0	
74 40 899	TRANSFER OUT CAPITAL PROJECT FUND		17,379	0	0	0	
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>167,027</b>	<b>0</b>	<b>0</b>	<b>0</b>	



# West Bountiful City

## Proclamation

### A PROCLAMATION OF THE WEST BOUNTIFUL CITY COUNCIL DECLARING APRIL 24, 2020 AS ARBOR DAY IN WEST BOUNTIFUL CITY.

**WHEREAS**, Arbor Day is celebrated nationally to encourage Americans to maintain and replenish trees throughout the country; and

**WHEREAS**, the City of West Bountiful has achieved a Tree City USA status for many years; and

**WHEREAS**, trees play an important role in energy conservation by reducing the erosion of our precious topsoil by wind and water, modifying temperature extremes with shade and humidity, and are important in reducing the amount of energy consumed in heating and cooling buildings; and

**WHEREAS**, trees directly contribute to improving air quality by reducing air pollution by removing airborne particulates from the atmosphere and helping to purify the air; and

**WHEREAS**, trees, properly planted and cared for, provide a community environment that assists in mental and peaceful renewal, and provides habitat for wildlife; and

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

**NOW THEREFORE, BE IT PROCLAIMED** by the City Council of West Bountiful, that April 24, 2020 is Arbor Day in West Bountiful City and all citizens are urged to support efforts to protect our trees and woodlands, and celebrate by planting trees to promote the well-being of present and future generations.

Dated this 21st day of April 2020.

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Mayor Kenneth L Romney

Attest:

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Cathy Brightwell, City Recorder

**PENDING – NOT YET APPROVED**

Minutes of the Joint West Bountiful/Woods Cross work meeting held on **Tuesday, February 24, 2020**, at Woods Cross Public Works Building, 2287 S 1200 West, Woods Cross, Davis County, Utah.

Those in attendance:

**WEST BOUNTIFUL:** Mayor Ken Romney; Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, Rod Wood; Planning Commissioners Alan Malan, Laura Charchenko, and Dennis Vest; Staff Duane Huffman-City Administrator, Steve Doxey-City Attorney, and Cathy Brightwell-City Recorder

**WOODS CROSS:** Mayor Rick Earnshaw; Council members Matthew Terry, Tamy Dayley, Julie Checketts, Ryan Westergard, Wally Larrabee; Planning Commissioners Jessica Keleman, Gary Sharp, Curtis Poole, Eric Jones, Joseph Rupp; Staff Gary Uresk-City Administrator, Tim Stephens-Community Development Director, Annette Hanson-City Recorder

**VISITORS:** LeGrande Blackley-Woods Cross Resident; Don and Lois Schrader-Woods Cross Residents

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**Discussion Regarding Proposed Annexation and Development of Smith Family Property at Approximately 1900 W 400 South**

Mayor Earnshaw welcomed attendees to the joint work meeting at 7:10 pm.

Woods Cross Community Development Director, Tim Stephens, summarized Woods Cross' 2019 General Plan update for the northwest quadrant of their city including a draft future land use map. He explained that proposed zoning focuses on regional commercial uses at the Legacy Intersection (500 South/Redwood Rd) and transitions into residential areas with a healthy mix of housing types, small neighborhood parks, community/cultural uses, and smaller-scale commercial. He explained that public outreach efforts made during the General Plan update indicated that high density in the Northwest Quadrant is the area most acceptable for multi-family development, and added rooftops will help support future commercial in the area and take advantage of the Front Runner train station nearby.

An informal request has been made for property owned by the Smith family, approximately 76 acres to be annexed into Woods Cross. Early concept plans propose 929 single family and multi-family residential dwellings. Zoning and density proposals are still under discussion with a request by Woods Cross to reduce density by about 10%.

There was discussion about the West Bountiful/Woods Cross/Davis County Joint Community Development Area(CDA) that was established in 2010 to focus on economic development in this area and includes guidelines for future development. At that time all area taxing authorities agreed that residential development would not be included. Mayor Romney noted that the Smith proposal does not meet these guidelines. Woods Cross appears to to be entertaining this proposal so does this mean they are no longer supportive of the CDA agreement and want to withdraw?

Gary Uresk, Woods Cross City Manager, suggested that in 2010 when the Agreement was signed there were probably unrealistic expectations about using such a large piece of land for commercial development. Legacy Parkway was new and it was unclear what development would be desired or supported in the area in the future. Now after ten years there hasn't been any commercial interest shown so Woods Cross is trying to balance a request from property owners for residential development. Development in the area has been different than expected with three large residential subdivisions and an elementary school being built west of Redwood Rd.

There was discussion that the Legacy Intersection is a prime location for light industrial, education, or medical campuses. In 2010 it was decided that commercial development was the highest best use, what has changed since then? It was recommended that Davis County Economic Development be contacted to see who might be out there looking for a great location.

Duane Huffman, West Bountiful City Administrator, commented that a lot of time and resources were spent coming up with a good long term plan and suggested it be reassessed before something is done that both cities regret. He noted that without involvement from the Kingston's any development will be difficult.

Woods Cross officials brought up the high cost of housing and that some high density developments may be necessary as prices increase. Housing is a real problem, but as a group we need to look at the big picture to find a solution that is best for both cities and their current and future residents. Some believe this is the best place for high density because it keeps traffic out of our cities; it's better than being in the middle of our towns. Others believe low density is a better fit to match surrounding properties and based on the services available in the area. The adjacent West Bountiful properties are in the A-1 (agricultural minimum one-acre) zone.

Future traffic congestion was discussed and the need to keep this area from turning into another Parrish Lane. A future access road, 1900 West, will be limited by UDOT to right in, right out only. A concern was raised about including a north access to 400 North which would bring a significant amount of traffic from Redwood Rd. through West Bountiful as drivers look for ways to travel east/west avoiding the railroad track crossings.

There was discussion about the request for annexation and an earlier lawsuit that determined the area should be annexed into West Bountiful. Mr. Uresk asked if the land use issues can be worked out, will West Bountiful support the Smith property annexing into Woods Cross? If not, this may

be a waste of time and resources. Mr. Huffman responded that city officials have not talked about it so it is too early to say.

It was agreed that the plan going forward is to have the Mayors and city managers of each city work together with Davis County to see where we want to be.

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The foregoing was approved by the West Bountiful City Council on April 21, 2020, by a unanimous vote of all members present.

\_\_\_\_\_  
Cathy Brightwell (City Recorder)

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, March 17, 2020**, at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah.

Those in attendance:

**MEMBERS:** Mayor Pro Tem Mark Preece, Council members James Ahlstrom (by telephone), James Bruhn, Kelly Enquist, and Rod Wood

**MEMBERS EXCUSED:** Mayor Ken Romney

**STAFF:** Duane Huffman-City Administrator, Steve Doxey-City Attorney (by telephone), Todd Hixson-Police Chief and Cathy Brightwell-Recorder

**VISITORS:** Alan Malan, Jess & Cristine Kilpack, Dennis Vest

Mayor Pro Tem Preece called the regular meeting to order at 7:30 pm and offered an Invocation, James Ahlstrom led the Pledge of Allegiance.

**1. Approve Agenda**

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

**2. Ordinance 421-20, An Ordinance Approving a Request for Annexation for William Goldberg and Jess Kilpack.**

A Notice of Intent to Annex was submitted on September 20, 2019, and an Annexation Petition on October 22<sup>nd</sup> by the Goldbergs and Kilpacks for 5.14 acres of land they own that is not currently in West Bountiful City boundaries. The property is located at approximately 1390 W 1200 North. The state required process was followed with a public hearing held on January 7, 2020; no objections were received.

In May of 2019, the property was subdivided into two parcels without Davis County's approval. For land use purposes, the properties are considered illegal and as currently configured by the 2019 subdivision the existing flag lot does not meet lot requirements of the West Bountiful City Code. The current uses on the properties may also conflict with the city's A-1 zone.

To proceed with annexation, the applicants were told they would need to return the property to a single legal parcel or sign an annexation agreement that recognizes the property is not in a legal state but can be annexed in its current form as one parcel until it is legally subdivided.

The Goldbergs and Kilpacks signed the annexation agreement on March 11, 2020 and filed an application to begin the subdivision process. At the same time the subdivision is being

46 considered, the planning commission will continue to work on two outstanding issues; current  
47 Code does not allow a flag lot on a dead-end street and clarify allowed uses in the A-1 zone.

48  
49 **MOTION:** *James Bruhn made a Motion to Adopt Ordinance 421-20 Approving the*  
50 *Annexation of Property Located at Approximately 1390 W 1200 North and*  
51 *Authorizing the Mayor to Execute the Annexation Agreement. Rod Wood*  
52 *seconded the Motion which PASSED.*

53  
54 The vote was recorded as follows:  
55 James Ahlstrom – Aye Mark Preece – Aye  
56 James Bruhn – Aye Rod Wood – Aye  
57 Kelly Enquist – Aye  
58

59  
60 **3. Minutes from the February 4, 2020 and March 4, 2020 City Council Meetings.**

61  
62 **MOTION:** *James Bruhn made a Motion to Approve the Meeting Minutes from February*  
63 *4, 2020 and March 4, 2020, as presented. Rod Wood seconded the Motion*  
64 *which PASSED by a unanimous vote of all members present.*

65  
66 **4. Police Report.**

- 67 • There has been a real team effort preparing for COVID-19. Normal activities have  
68 taken a back seat to this preparation. In addition to city involvement, Davis County  
69 health department and South Davis Metro Fire are all part of the team. This collective  
70 effort has made us ready to implement a good plan and be responsive to these quickly  
71 changing times.
- 72 • The police department has worked hard to figure out how to provide essential services.  
73 New cleaning protocols have been implemented. We have ordered ready-to-eat meals  
74 to have for officers if needed. Phones and computers have been set up for at-home  
75 work and Mischelle will begin working from home tomorrow.
- 76 • All trainings have been canceled.
- 77 • We don't expect things to go smoothly but will do our best to react to a quick moving  
78 situation.
- 79 • Costco requested help to deal with unruly customers. The situation improved greatly  
80 with a police presence.
- 81 • Increased presence on 700 West has improved traffic issues detouring around 800 West  
82 construction.

83  
84 **5. Engineering/Planning and Zoning Report**

- 85 • 800 West Construction – this morning's weekly meeting included the general  
86 contractor's lead management.
  - 87 ○ Water pipes are being filled today between 1175 N and Pages Lane, then will be  
88 pressure tested and bacteria tested. Once testing is complete the lines can be put in  
89 service and work will move south.

- 90 ○ The contractor continues to work on dust control, clean-up, and traffic control. A
- 91 safe way around the equipment must be provided.
- 92 ○ Weber Basin is about halfway through their project replacing irrigation lines and
- 93 adding meters. They may be down in front of the school by next week.
- 94 ○ Dominion Energy wants to replace their main line services. They have two lines on
- 95 the north end and one on the south end. They are late to the game and must act
- 96 quickly.
- 97 ○ When the asphalt was removed it was discovered that there was a second layer of
- 98 asphalt under road base in the center of the road. This may affect what we agreed to
- 99 pay the contractor.
- 100 ● Well – We have completed the 30% design level and are moving forward. We are
- 101 looking at a variable speed motor pump. This lets us pump at a steady rate but pump
- 102 more or less if needed. We are also looking at options related to chlorine and fluoride. A
- 103 generator for emergencies is also in the mix. The goal is to be self-sufficient. Goal is
- 104 60% by April 10. Council member Wood said he is pleased with the process. He
- 105 suggested we may need more reservoir storage in the future.
- 106 ● Public Works is busy helping the golf course on the sand storage project and have had
- 107 several water leaks to deal with.
- 108 ● Working on the Ashby subdivision (Bruhn), a plat amendment for Highgate, and the
- 109 Gold (Goldberg/Kilpack) Subdivision.
- 110

## 111 6. Administrative Report.

### 112 COVID -19

- 113 ● Instituted new policies last week. Full-time employees are instructed to stay home if
- 114 sick.
- 115 ● Staff who can, will work from home. Duane and Mindi are the only administrative
- 116 employees working in the office regularly. Cathy and Patrice will alternate days to come
- 117 in to cover lunch. Meetings will be handled via conference calls. If the need arises,
- 118 Duane is set up to work from home.
- 119 ● Have tried to limit the public from entering the building, but 1-2 per hour are still
- 120 coming in. Difficult to keep residents six feet from the counter. No one needs to come in
- 121 to pay their water bill; residents can pay online, over the phone, or place them in the
- 122 drop box. It may be that the only way to stop them is to lock the door. One option that
- 123 several other cities have done is to go to appointment only for other city business.
- 124 ● Continuing to look at need and value in declaring a state of emergency. Not aware of
- 125 any cities in south Davis County that have done it yet. Seeking advice from ULCT. The
- 126 benefit is to help express the seriousness of the emergency to residents, make temporary
- 127 adjustments to policies and help with dealing with meetings and adjusting hours, etc.
- 128 Will continue to monitor state guidelines.
- 129 ● Monitoring city facilities – the Park has had quite a few people, but they were dispersed.
- 130 Golf Course policy now is to clean carts between use, café will be take-out only.
- 131 ● Spring clean-up starts this week. No longer using a contract person; public works staff
- 132 will handle. Identification will be checked from a distance.
- 133 ● Will do our best to keep business licenses and building permits going so residents can
- 134 continue their business.

- 135 • Participated on Governor conference call today. There has been a statewide easing of
- 136 open meeting requirements. Looking at options for council and planning commission
- 137 meetings.
- 138 • The RFPs for waste collection and auditor are on hold. Can do a one-year extension, if
- 139 necessary.
- 140 • Easter Egg scramble may be canceled.
- 141 • In-person trainings and conferences are canceled.
- 142 • Budget – would like a work session at the next meeting. It will be important to keep it
- 143 conservative until we know what happens economically. No way to know what sales tax
- 144 will look like.
- 145 • Updates are will be made on the website, social media, and the marquee.
- 146 • Schools - will be surprised if they return to school and move in the new building by
- 147 August.

148  
149 **7. Mayor/Council Reports.**

150 Kelly Enquist – no report.

151  
152  
153 James Bruhn – Arts Council concert is canceled. There was a potential COVID-19 case at

154 Wasatch Integrated that turned out to be flu. They are cutting back non-essential services.

155  
156 James Ahlstrom – no report

157  
158 Mark Preece – Sewer board meeting is this week.

159  
160 Rod Wood – appreciates everyone’s efforts.

161  
162 **8. Adjourn.**

163 **MOTION:** *Kelly Enquist made a Motion to Adjourn this meeting of the City Council.*

164 *James Bruhn seconded the Motion which PASSED by a unanimous vote of*

165 *all members present.*

166 -----

167

168

169 The foregoing was approved by the West Bountiful City Council on April 21, 2020, by a

170 unanimous vote of all members present.

171

172 \_\_\_\_\_

173 Cathy Brightwell (City Recorder)

174

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, April 7, 2020**, at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah. This meeting was held electronically via Zoom.

Those in attendance:

**MEMBERS:** Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece and Rod Wood

**STAFF:** Duane Huffman-City Administrator, Steve Doxey-City Attorney, Todd Hixson-Police Chief, Dallas Green-Director of Golf, Patrice Twitchell-Finance Specialist, and Cathy Brightwell-Recorder

**VISITORS:** Alan Malan, Dennis Vest

Mayor Romney called the regular meeting to order at 7:37 pm. James Ahlstrom offered an invocation.

**1. Approve Agenda**

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

**2. Public Comment - None**

**3. Budget Discussion.**

Duane Huffman presented a summary of select available funds in preparation of the FY 20/21 budget. He noted that given the current economic situation as related to COVID-19, there is no way to know what the final quarter of the current budget will look like except that it will be bad.

General Fund – FY20 beginning balance \$1,140,581, ending balance of \$892,804; \$175k of that is restricted funds (roads and transportation), and \$717,804 in unassigned funds.

Capital Projects – FY20 beginning balance \$2,228,502, ending balance of \$1,880,462. Difference is primarily the fund's contribution to the 800 W project. Going forward suggest using roads funds rather than Capital Projects.

Water (cash) – FY20 beginning balance \$5,672,893, ending balance of \$3,634,043. There are two significant projects in this fund that account for the drop – the well and 800 West road project. Not worried about this Fund but may want to hold off putting the well house out to bid as construction costs may drop. Will monitor Fund as current rates are due to sunset at the end of the year.

49  
50 Golf (cash) – FY20 beginning balance \$228,560; ending balance of \$268,560. The projected  
51 increase includes \$50k transfer from the General Fund, which may not be necessary. The course  
52 is doing very well right now but there is no guarantee as to how long it will be open. If it gets  
53 shut down, will need to look at it again.

54  
55 RAP/Parks – FY20 beginning balance \$704,561, ending balance of \$329,760. These funds were  
56 combined for simplicity. The decrease is due to the snack shack and new bowery, not sure about  
57 the timing of pickleball at this point. If necessary, RAP can be used to support operational costs  
58 for parks or golf course, but it is not recommended.

59  
60 Roads – FY20 beginning balance \$1,058,907, ending balance of \$390,407. The \$600k drop is  
61 primarily due to the 800 West road construction project.

62  
63 When there is a sharp downturn in the economy, the revenue sources most affected are  
64 sales tax collections and fees for services, e.g., building permits. Sales taxes include the general  
65 municipal sales tax, the transportation sales tax (Prop 1), RAP, utility sales taxes, and to a  
66 certain degree Class C road funds.

67 West Bountiful is most impacted by drastic changes to general sales tax, as it currently  
68 makes up about 44% of the city's General Fund balance. Due to the recent stay-at-home orders  
69 and unemployment rates, we do not currently have data useful in making sales tax projections  
70 for the last quarter of FY20 or for FY21. Until we have data, Mr. Huffman recommended using  
71 a range of scenarios for planning purposes.

72 Duane discussed impacts to the General Fund based on different percentage declines in  
73 sales tax. Optimistically, he is hoping it will only be 20-30% which could cause between a  
74 \$245,700 and \$430,200 shortfall if current spending practices remained in place.

75 He described some cost cutting that has already been implemented, for example deferring  
76 things like new council chairs and dais repairs.

77 There was discussion about some businesses in the city that may be doing well although  
78 total sales may still be down as lower priced items are in greater demand than higher priced  
79 items. It's not clear how people's buying habits may change when this is over. Class C funds  
80 are based on fuel sales and there is not as much driving right now but that will turnaround when  
81 the economy starts back up. May look at using more of these funds for operations and  
82 maintenance.

83 There was discussion of other belt-tightening items the city may want to consider such as  
84 deferring some capital spending, adjusting health insurance premiums for employees, delaying  
85 or eliminating inflationary adjustments to city's pay scales and employee step advancements,  
86 and delayed hiring (soft freeze) of vacant engineer position. Ben is still helping with all  
87 outstanding projects and Steve Maughan agreed that we should be able to get through the  
88 summer fine. Other suggestions include delaying RAP projects such as Charnell Park upgrades,  
89 using the capital fund as a rainy-day fund, etc. He said he hopes to know where we are by  
90 July/August.

91 Regarding the above suggestions, several council members said they do not want to  
92 impact employee wages/benefits unless it is a last resort.

93 Mayor Romney commented that we are as prepared as we can be and are more aggressive  
94 right now than most cities. We can be more nimble given our size - it's better to be prepared and  
95 wrong than not prepared.

96 A public hearing will be held on tentative amendments to the FY19/20 Budget on April 21,  
97 2020.

98

99 **4. Landscaping Change Order for 800 West.**

100

101 Consistent with recent past projects, the Council has directed that the city installs park strip  
102 landscaping in newly created park strips. This work was not included in the original bid and award  
103 of this project to give the city more time to decide landscape options. Since the bid went out, the  
104 council settled on providing topsoil, sod, and sprinklers, which can be connected by the property  
105 owner.

106 Staff requested a cost from the current contractor on the project for the desired  
107 landscaping. The value of having the existing contractor perform the work includes increased  
108 accountability of having one entity responsible for making sure the work is complete and  
109 minimizing coordination and confusion among multiple contractors.

110 The unit price provided by Post Asphalt appears to be fair when compared to prices the  
111 city has paid on similar projects.

112

113 **MOTION:** *Rod Wood made a Motion to approve the change order for landscaping by*  
114 *Post Asphalt for \$65,8000. James Ahlstrom seconded the Motion which*  
115 *PASSED by a unanimous vote of all members present.*

116

117 The vote was recorded as follows:

118 James Ahlstrom – Aye

Mark Preece – Aye

119 James Bruhn – Aye

Rod Wood – Aye

120 Kelly Enquist – Aye

121

122 **5. Public Works/Engineering Report. (Steve Maughan)**

- 123
- 124 • A portion of the 800 West main water line has been tested and is ready to be  
125 connected; over the next two weeks will be doing individual connections. After that  
126 storm drain, then will begin to rebuild the road.
  - 127 • Weber irrigation lines began charging yesterday and will be filled 100% by tomorrow.
  - 128 • Atwater Subdivision is in the process of finishing curb, gutter and sidewalks. They  
129 poured 150 ft. yesterday but it didn't meet our standards so they will be re-doing it.
  - 130 • Concrete replacement was started at Ovation today. Will be watching it closely as they  
131 are trying to save asphalt on the road then will need to crack seal the edges.
  - 132 • Deep tine aerating and top-dressing city park will be completed soon.
  - 133 • There was a pin hole sized leak in fire sprinkler system on police side of city hall  
134 which was a difficult repair.
  - 135 • 1450 W at Highgate Estates will be paved next week. From 200 North to the south end  
136 will get a full rebuild.
  - 137 • The generator has been repaired. They had to replace diodes; not sure what caused  
138 them to go out.

139 **6. Administrative Report. (Duane Huffman)**

- 140 • COVID–19 updates: Have set up a special pay code and expenditure code so we can  
141 track expenses related to COVID-19 in case there are reimbursements in the future.  
142 Expenditures have been minimal so far like protective gear, IT for work at home,  
143 cleaning supplies, etc. There are not a lot of people coming into city hall. Mindi, Duane  
144 and Todd plus on-duty officers are the only ones in the office. Patrice is coming in to  
145 cover Mindi’s lunches. Public works and golf employees are working. We have seen an  
146 uptick in workload as developers are home with nothing to do so bringing building  
147 permits in.
- 148 • Restrooms at the Park are being cleaned in the mornings by employees using face  
149 covering. Usage has been fairly low. Will let Council know if we recommend closing  
150 it. The golf course restroom is open as there are more staff to clean. If we ever find our  
151 employees or customers are endangered, we will need to close them.
- 152 • School district in the process of getting a new general contractor and should have a  
153 new construction schedule soon. They are hopeful to be open in September/October.
- 154 • Meeting with the well engineer tomorrow.
- 155 • Fire District Administration committee is working on budget and being encouraged to  
156 make difficult decisions.
- 157 • Public hearing on budget amendments will be held at the next council meeting.
- 158 • Have been told a Petition to Disconnect from the city is coming for a piece of the  
159 Smith property annexed in 1998 but haven’t received it yet.
- 160 • Recommend a closed session tonight to discuss pending or reasonably imminent  
161 litigation.

162  
163 **Police Report (Chief Hixson)**

- 164 • Workload has been increasing. We are dealing with new challenges especially in  
165 custodial and domestic areas.
- 166 • Officers are using eye protection and masks when out in public. We were fortunate to  
167 have N-95 masks donated by a resident. The department is healthy and feeling  
168 fortunate.
- 169 • Chief Hixson will be part of the County Emergency Operations center.
- 170 • We are in a constant state of evaluation. No enforcement unless necessary and always  
171 looking for a kind way to deal with social distancing if something comes up.  
172 Empathetic to the challenges everyone is going through.

173  
174 **7. Mayor/Council Reports.**

175  
176 Kelly Enquist – Mosquito Abatement has made changes to their operations. They have a  
177 lot of part-time employees who are working staggered shifts and taking measures to  
178 sanitize equipment and trucks. Their next meeting will be on Zoom this Thursday.

179  
180 James Bruhn – Wasatch Integrated is no longer taking residential waste but is focusing on  
181 commercial. Everyone is healthy.

182  
183 He asked about large cracks on 400 N and if the city intends to do a crack seal to protect  
184 the asphalt. Steve Maughan responded that a crack seal treatment is planned. It’s a high  
185 traffic area, so seal coats have not been as effective.

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James Ahlstrom – commented that because he lives against the Prospector trail, he has seen a lot of people walking their dogs and not cleaning up after them. He suggested a friendly reminder in the newsletter and social media.

Mark Preece – Sewer district is in the midst of financing renovations and maintenance of their plant. They were found to be out of compliance with some chemicals so that impacts financing.

Rod Wood – no report.

Mayor Romney said he has been talking with Arts Council about the July 4 celebration. It's possible we may need to cancel but will reevaluate in early May. We plan to keep the golf course open and have been working with County Health Department on proper procedures. COVID-19 numbers seem to be promising but can change quickly. The percent of increase is down the last two weeks. It's important to stay the course. We are community leaders, so we need to reinforce compliance with state and county directives while trying to keep the economy crawling along. Kudos to staff for all the hard work dealing with these issues. Our implementation of processes and procedures seems to be ahead of other cities.

**8. Closed Session for the purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.**

**MOTION:** *James Ahlstrom made a Motion to go into a closed meeting at 9:20 pm for the purpose of discussing pending or potential imminent litigation. The meeting will be held electronically on a private Zoom meeting with Duane Huffman's office designated as the primary location. Adjournment of the closed meeting will be simultaneous with adjournment of the regular meeting. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Mark Preece – Aye
James Bruhn – Aye	Rod Wood – Aye
Kelly Enquist – Aye	

**MOTION:** *James Ahlstrom made a Motion to adjourn the closed meeting and simultaneously to adjourn the regular meeting. James Bruhn seconded the Motion which PASSED by a unanimous vote of all members present.*

**9. Adjourn.**

**MOTION:** *See above.*

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This document constitutes the official minutes for the West Bountiful City Council meeting held on Tuesday, April 7, 2020 and approved April 21, 2020, by a unanimous vote of all members present.

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Cathy Brightwell (City Recorder)

# *WEST BOUNTIFUL CITY POLICE DEPARTMENT*

Todd L. Hixson  
Chief of Police

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

Kenneth Romney  
Mayor

## **West Bountiful City Council Report April 19, 2020**

Statistics are from March 2020; the other information reported is collected between council meetings.

### **Crossing Guards**

We are fortunate to have the quality of crossing guards we do. They are friendly to the public, have the best interest of students in mind and dependable.

### **Reserve Officer Program**

We have requested our reserve officers working time be limited due to the pandemic. We are in contact with them often and they are doing well and available if needed.

### **Personnel**

All part time administrative help has not been allowed to come to work until further notice.

March 12, 2020, Mischelle Robinson celebrated her eight-year anniversary with West Bountiful. Mischelle has served the citizens of West Bountiful professionally.

Chief Hixson has been asked to be part of the Davis County EOC as a Liaison for the Davis County Police Chiefs.

### **EmPAC**

EmPAC meeting is held quarterly unless there is urgent business that needs attending. The EmPAC meeting for May 19, 2020 is still tentatively scheduled. However, it will most likely be cancelled or held as a videoconference if there is an urgent need.

### **General Information**

West Bountiful PD has signed an agreement with Ring Doorbell to help citizens solve crime that occurs in our city.

All officers are currently healthy. We were prepared with some personal protective gear for the officers, but have made purchases for additional protection and to prepare for long term needs.

# West Bountiful Police Department

## Department Summary

3/1/2020 to 3/31/2020

### Arrests

**11**

Adult	10	90.9%
Juvenile	1	9.1%

### Activities

**1,335**

Admin	259	19.4%
Assist	110	8.2%
Community Relations	8	0.6%
Investigation	103	7.7%
Patrol	249	18.7%
Property	5	0.4%
Security	319	23.9%
Service Call	67	5.0%
Suspicious Activity	23	1.7%
Traffic	186	13.9%
Vehicle Accident	6	0.4%

### Shift Time and Percent Accounted

1331 hr.

**63.9%**

### Reports

**254**

CITATION REPORT	50	19.7%
INCIDENT REPORT	135	53.1%
OFFICER INFORMATION	65	25.6%
POLICE VEHICLE IMPOUND	4	1.6%

# Department Summary

## Crime Offenses

42

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ASSAULT	4	9.5%
CITY CODES	1	2.4%
DAMAGE PROPERTY	3	7.1%
FAMILY OFFENSE	6	14.3%
FRAUD	2	4.8%
PRIVACY VIOLATIONS	2	4.8%
PUBLIC ORDER	1	2.4%
PUBLIC PEACE	2	4.8%
SEX ASSAULT	2	4.8%
STOLEN VEHICLE	1	2.4%
THEFT	4	9.5%
TRAFFIC OFFENSE	10	23.8%
WARRANT SERVICE	3	7.1%
WEAPON OFFENSE	1	2.4%

## Accidents

8

## Citation Violations

69

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Fix it	10	14.5%
Misdemeanor	7	10.1%
Traffic	38	55.1%
Warning	14	20.3%