

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING
AT 7:30 PM ON TUESDAY, JUNE 2, 2020 AT CITY HALL, 550 N 800 WEST**

***This meeting will be held both in-person and electronically via Zoom
(see participation info below)***

AGENDA:

7:30 pm Invocation/Thought – Mark Preece; Pledge of Allegiance – James Ahlstrom

1. Approve the Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Public Hearing – Fiscal Year 2020-2021 Budget.
4. Presentation Regarding Concept Plan for Woodhaven Expansion.
5. Request by Dennis Vest to Correct Property Lines on 1200 North.
6. Ordinance 425-20, an Ordinance Amending WBMC 17.32 For Medical Cannabis Pharmacy.
7. Ordinance 426-20, an Ordinance Amending WBMC 16.04 and 16.12 Regarding Restrictions for Flag Lots on Dead End Streets.
8. Ordinance 427-20, and Ordinance Amending WBMC 17.04 and 17.16 Uses in the Agricultural District, A-1.
9. Resolution 470-20, a Resolution Authorizing City Pick Up of Public Safety and Firefighter Employee Retirement Contributions.
10. Resolution 469-20, a Resolution Approving First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency.
11. Minutes from May 19, 2020 City Council Meeting.
12. Public Works Report.
13. Administrative Report.
14. Mayor/Council Reports.
15. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
16. 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 May 28, 2020.

Join Zoom Meeting:

<https://us02web.zoom.us/j/82279075540>

Meeting ID: **822 7907 5540**

One tap mobile

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Meeting ID: 822 7907 5540

Find your local number: <https://us02web.zoom.us/u/kdxv05dSmc>

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NOTICE OF PUBLIC HEARING

West Bountiful City Council will hold a public hearing on June 2, 2020 at 7:30 pm, or as soon thereafter as possible, at the City offices, 550 North 800 West.

The purpose of the hearing is to receive input on the FY 2020-2021 Tentative Budget, including the budget for the West Bountiful City Redevelopment Agency. A copy of the proposed documents may be viewed during regular business hours at the City Offices, or on the City website: www.wbcity.org.

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

Cathy Brightwell
City Recorder

WEST BOUNTIFUL CITY TENTATIVE BUDGET MESSAGE FOR FISCAL YEAR 2020/2021



To the Honorable Mayor Romney, City Council, and residents of West Bountiful City:

Utah Code Annotated § 10-6-111 requires the budget officer to prepare and file with the city council a tentative budget for the coming fiscal year on or before the first regularly scheduled council meeting in May. This budget message introduces a tentative budget for the July 1, 2020 – June 30, 2021 fiscal year.

At the meeting on May 5, 2020, the city council tentatively accepted the budget and set a public hearing for June 2, 2020 at 7:30pm to receive public input prior to final consideration and adoption. As updates become available and the council continues to consider priorities, it is expected that changes will be made to the tentative budget prior to final approval. The tentative budget adopted by the council must be available to the public at least 10 days prior to the public hearing. The final budget must be approved before June 22, unless a truth-in-taxation process is initiated to consider an increase in property taxes.

FISCAL YEAR 2021 TENTATIVE BUDGET SUMMARY

To organize and account for the various types of services provided, the budget is divided into several funds. Governmental funds are organized to show the revenues and expenses for services that are provided primarily through taxes. For West Bountiful City, these include the General Fund (administration, public safety, street maintenance, parks, community development, etc.), Recreation Arts & Parks (RAP) Tax Fund, Redevelopment Agency (RDA) Fund, Impact Fee funds, and various capital improvement funds. Enterprise funds represent services that are similar to commercial operations – these include the Water Fund, Solid Waste Fund, Storm Water Fund, and the Golf Course Fund.

GENERAL FUND

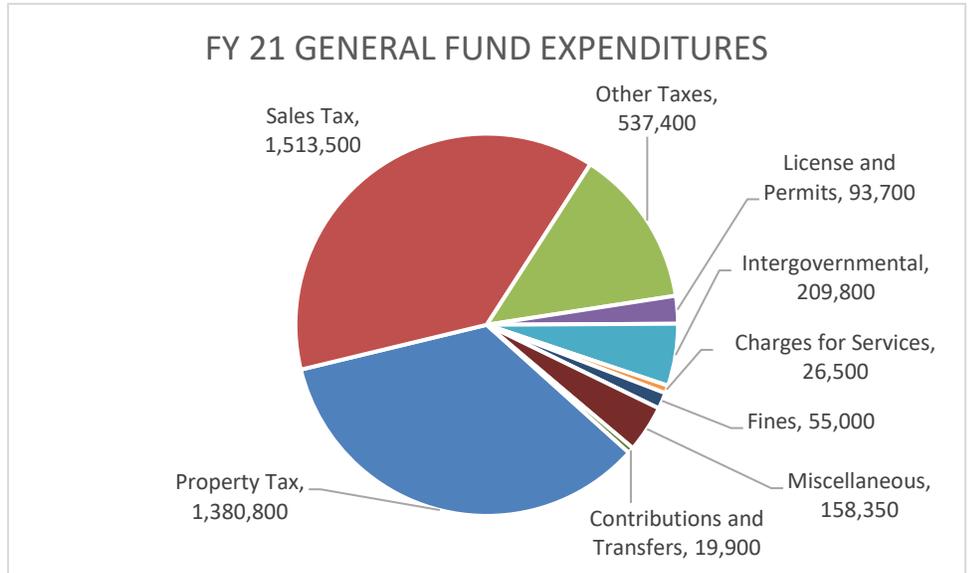
The FY 2020/2021 budget is being crafted during the unprecedented COVID-19 pandemic. While the General Fund had experienced years of growing stability, the economic impacts of the pandemic are expected to be severe as related to available revenues, especially in relation to sales taxes. City departments were asked to prepare budgets that deferred expenditures until the full impacts can be determined.

General Fund Revenues –

The FY 2021 tentative budget projects a decrease of 25% in sales taxes.

The tentative budget does not propose an increase in property taxes or fee increases.

Total revenues are projected at \$3,994,950.

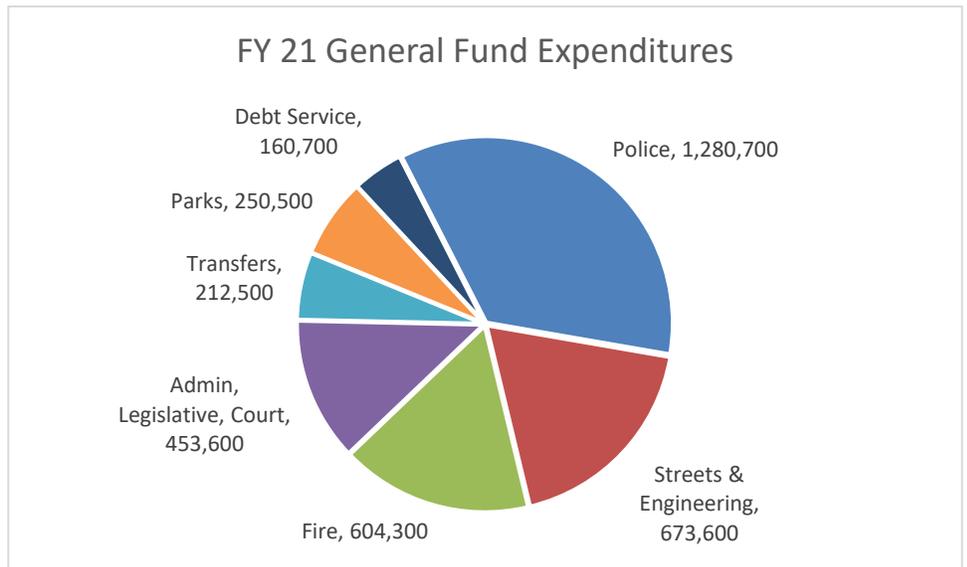


General Fund Expenditures –

This year’s tentative budget significantly defers expenditures due to the economic impacts from the COVID-19 pandemic.

In terms of human capital, the budget invests for standard merit increases, with the option for the council to withhold the increases until expected revenue collection is better understood.

The budget includes funding to fill the vacant city engineer position.



RAP TAX FUND

Collection of RAP Tax revenues flows the general funds sales tax approach. The tentative budget includes planned expenditures for pickleball courts in front of the elementary school and capital investments at the golf course.

IMPACT FEES & CAPITAL IMPROVEMENT FUNDS

To better account for projects that span multiple fiscal years, as well as to keep fluctuations in the General Fund to a minimum, the FY 2021 tentative budget includes project-specific capital improvement funds. Designated resources from the Streets Capital Improvement Fund (property taxes designated for streets), Impact Fee funds, Storm Water Fund, and the Water Fund are allocated to specific projects. Any remaining balances at the conclusion of a project will be transferred back to their originating fund. Capital Improvement funds include:

- Re-build of 800 W from 400N to 1600N – This large project began in FY 20 and will span into FY 21. It will be funded through the Water Fund, Capital Project Fund, and the General Fund.
- No additional expenditures are budgeted from the Capital Project Fund until revenue impacts from the pandemic are better understood.

WATER FUND

Water Fund revenues for FY 2021 are projected to be stable at \$1.5 million. Capital improvement spending includes \$1.2 million set aside for completion of the recently drilled new culinary water well.

GOLF FUND

Revenues at the golf course are highly dependent on favorable weather, which makes them difficult to project with any accuracy. So far in the spring, the pandemic has not slowed play, but the city is cautious regarding the situation going into the summer and fall. To mitigate the swings in revenue and help build a fund balance for the future, the past budgets included an operations transfer from the General Fund, which is suspended for FY 21. The proposed expenditures reflect the continued strategy of catching-up on deferred needs, including investments tee box rehabilitation, material storage, and cart paths.

Summary

Overall, the City's finances are in a strong position to weather the economic impacts of the pandemic. Short-term strategies include deferred spending, conservative revenue forecasting, and holding in reserve capital funds. The uncertainty of the current situation calls for increased vigilance in monitoring and amending the budget as needed throughout FY 21.

FY 2020/2021 BUDGET -

Tentative

General Fund Summary

	17/18	18/19	19/20	19/20	20/21	
	Actual	Actual	Original	1st Amend	Tentative	
Beginning Fund Balance	1,400,606	1,874,700	1,140,504	1,140,504	1,061,404	
Revenues						
Property Tax	1,996,129	1,817,330	1,380,800	1,380,800	1,380,800	
Sales Tax	2,048,865	2,018,064	2,044,800	1,974,800	1,513,500	
Other Taxes	582,025	567,560	583,000	575,900	537,400	
License and Permits	224,803	208,243	93,700	175,300	93,700	
Intergovernmental	295,189	281,107	239,800	244,200	209,800	
Charges for Services	84,070	110,024	30,000	206,500	26,500	
Fines	61,197	76,498	55,000	62,000	55,000	
Miscellaneous	156,669	270,223	190,100	225,100	158,350	
Contributions and Transfers	172,880	24,000	13,500	16,400	19,900	
Total	5,621,827	5,373,048	4,630,700	4,861,000	3,994,950	
Expenditures						% of Rev.
Legislative	47,980	59,753	68,200	64,600	65,000	2%
Court	31,213	30,108	32,300	32,300	32,300	1%
Administrative	286,285	300,652	315,900	311,100	314,700	8%
Engineering	79,554	80,643	91,500	86,300	78,100	2%
Non-Departmental	274,589	254,195	249,900	445,700	224,900	6%
General Government Buildings	98,183	64,506	106,000	96,500	56,800	1%
Planning & Zoning	43,142	43,170	43,500	43,500	44,500	1%
Police	1,162,421	1,290,964	1,449,200	1,463,200	1,289,500	32%
Fire	577,378	629,519	608,700	608,700	604,300	15%
Streets	357,969	339,514	398,800	335,800	279,300	7%
Class C	144,618	172,408	363,000	413,000	213,000	5%
Transportation Tax	226,415	75,089	160,000	170,000	70,000	2%
Parks	244,791	239,695	264,900	303,100	251,800	6%
Debt Service	153,063	159,091	160,800	160,800	160,700	4%
Transfers	1,224,800	2,174,000	262,500	212,500	212,500	5%
Sales Tax Sharing	195,262	193,939	206,500	193,000	158,500	4%
Total	5,147,663	6,107,244	4,781,700	4,940,100	4,055,900	
Year End Fund Balance	1,874,770	1,140,504	989,504	1,061,404	1,000,454	
% of Revenue	33%	21%	21%	22%	25%	
% of Expenditures	36%	19%	21%	21%	25%	
Restricted						
Class C		\$240,132		\$51,848	38,848	
Transportation Tax		\$83,930		\$57,849	98,249	
Unassigned		816,442		951,707	863,357	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19	19/20	19/20	20/21	Notes
		Actual	Actual	Actual	Original	1st Amend	Tentative	
GENERAL FUND - REVENUES								
TAXES								
10-31-110	CURRENT YEAR PROPERTY TAXES	1,402,954	1,707,755	1,672,623	1,320,800	1,320,800	1,320,800	
10-31-111	PRIOR YEAR - DELINQUENT COLLEC	24,914	247,105	102,623	15,000	15,000	15,000	
10-31-112	VEHICLE FEES	45,481	41,269	42,084	45,000	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	1,513,500	-25%
10-31-142	MUNICIPAL ENERGY SALES TAX	233,650	224,272	239,504	322,000	322,000	322,000	
10-31-144	FRANCHISE FEES - CABLE	91,608	96,430	77,689	36,000	36,000	36,000	
10-31-146	MUNICIPAL TELECOM SALES TAX	102,086	89,515	83,153	54,000	54,000	54,000	
10-31-150	ROOM TAX	23,616	20,971	19,974	20,000	18,000	15,000	-25%
10-31-155	HWY/TRANSPORTATION TAX	146,075	150,836	147,239	151,000	145,900	110,400	-25%
TOTAL TAXES		4,129,003	4,627,019	4,402,953	4,008,600	3,931,500	3,431,700	
LICENSES & PERMITS								
10-32-210	BUILDING PERMITS	47,601	92,868	121,247	50,000	100,000	50,000	
10-32-211	PLAN CHECK FEES	24,495	47,178	64,077	20,000	50,000	20,000	
10-32-212	ELECTRICAL FEES	621	360	450	500	500	500	
10-32-216	MECHANICAL FEES	225	360	225	200	200	200	
10-32-220	BUSINESS LICENSE	23,676	21,187	20,194	20,000	20,000	20,000	
10-32-295	OTHER PERMITS - EXCAVATION	66,235	62,850	2,050	3,000	4,600	3,000	
TOTAL LICENSES & PERMITS		162,853	224,803	208,243	93,700	175,300	93,700	
INTERGOVERNMENTAL								
10-33-310	CLASS 'C' ROAD FUNDS	237,907	220,708	236,830	230,000	215,000	200,000	-15%
10-33-320	GRANTS - STATE	18,906	67,412	36,051	2,800	19,800	2,800	
10-33-340	GRANTS - FEDERAL	0	420	800	0	1,200	0	
10-33-345	GRANTS - COUNTY / OTHER	30,000	0	0	0	0	0	
10-33-380	STATE LIQUOR FUND ALLOTMENT	9,215	6,649	7,426	7,000	8,200	7,000	
TOTAL INTERGOVERNMENTAL		296,028	295,189	281,107	239,800	244,200	209,800	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19	19/20	19/20	20/21	Notes
		Actual	Actual	Actual	Original	1st Amend	Tentative	
CHARGES FOR SERVICES								
10-34-420	LAND USE AND SUBDIVISION FEES	364,896	73,164	98,627	20,000	200,000	20,000	
10-34-440	PARK RESERVATION FEES	7,525	7,035	7,885	7,000	3,500	3,500	
10-34-460	SALE-COPIES, MAPS & OTHER	0	20	1	0	0	0	
10-34-465	POLICE REPORTS & OTHER REIMBRS	3,187	3,850	3,512	3,000	3,000	3,000	
TOTAL CHARGES FOR SERVICES		375,608	84,070	110,024	30,000	206,500	26,500	
FINES & FORFEITURES								
10-35-510	FINES & FORFEITURES	53,794	61,197	76,498	55,000	62,000	55,000	
TOTAL FINES & FORFEITURES		53,794	61,197	76,498	55,000	62,000	55,000	
MISCELLANEOUS								
10-36-600	INTEREST EARNED - GENERAL	11,886	44,520	96,914	50,000	80,000	40,000	
10-36-611	INTEREST EARNED - OTHER/TRUST	13,677	0	0	0	0	0	
10-36-630	YOUTH COUNCIL FUNDRAISER	0	20	0	0	0	0	
10-36-640	SALE OF FIXED ASSETS	13,643	74,550	139,223	108,500	108,500	86,750	FY 20 Loader
10-36-650	FACILITY/LAND RENTAL	50	17,200	22,644	21,600	21,600	21,600	
10-36-685	ADVERTISING REVENUES	0	0	0	0	0	0	
10-36-690	MISC. REVENUE	27,981	20,378	11,443	10,000	15,000	10,000	
TOTAL MISCELLANEOUS		67,237	156,669	270,223	190,100	225,100	158,350	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
CONTRIBUTIONS & TRANSFERS									
10-38-810	JULY 4TH DONATIONS/FEES	6,000	6,000	12,000		6,000	6,000	9,500	
10-38-860	CONTRIBUTIONS - PRIVATE	0	157,380	0		0	0	0	
10-38-870	TXFR'S FROM RAP TAX FUND	4,500	4,500	4,500		4,500	7,400	7,400	
10-38-894	TXFR'S FROM CAP PROJECTS	0	0	0		0	0	0	
10-38-895	TXFR'S FROM STREET IMPACT FEES	0	5,000	0		0	0	0	
10-38-896	TXFR'S FROM CAPITAL STREETS	0	0	0		0	0	0	
10-38-897	TXFR'S FROM POLICE IMPACT FEES	3,020	0	7,500		3,000	3,000	3,000	
10-38-898	TRANSFERS FROM PARK IMPACT FEE	0	0	0		0	0	0	
10-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0			151,000	79,100	0	
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	0	0	0		0	0	0	
TOTAL CONTRIBUTIONS & TRANSFERS		13,520	172,880	24,000		164,500	95,500	19,900	
GENERAL FUND - I		TOTAL REVENUES				4,781,700	4,940,100	3,994,950	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
GENERAL FUND - EXPENDITURES									
LEGISLATIVE									
10-41-110	SALARIES & WAGES	40,145	39,120	46,500		49,200	49,200	49,700	
10-41-115	SALARIES & WAGES - CC MTGS	0	0	4,600		5,700	5,700	5,700	
10-41-131	GROUP HEALTH INSURANCE		0	0		500	500	500	
10-41-132	WORKERS COMP INSURANCE	41	47	35		600	600	600	
10-41-133	FICA TAXES	3,201	3,131	4,047		4,200	4,200	4,200	
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	0	0	0		200	200	200	
10-41-230	TRAVEL	1,700	2,393	2,600		2,300	1,500	1,500	
10-41-330	SEMINARS & CONVENTIONS	2,927	1,568	1,100		3,000	200	1,100	
10-41-610	MISCELLANEOUS SUPPLIES	1,697	1,722	871		2,500	2,500	1,500	
	TOTAL LEGISLATIVE	49,711	47,980	59,753		68,200	64,600	65,000	
COURT									
10-42-311	LEGAL FEES	31,800	31,150	30,108		31,800	31,800	31,800	
10-42-621	WITNESS FEES	285	63	0		500	500	500	
	TOTAL COURT	32,086	31,213	30,108		32,300	32,300	32,300	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
ADMINISTRATIVE									
10-43-110	SALARIES & WAGES	137,938	145,129	161,970		169,700	169,700	174,700	
10-43-114	SALARIES & WAGES - TEMP/P-TIME	13,413	12,650	13,106		13,000	13,000	13,000	
10-43-125	LONG TERM DISABILITY	813	820	792		1,000	1,000	1,100	
10-43-130	RETIREMENT	25,707	27,251	30,188		29,800	29,800	30,700	
10-43-131	GROUP HEALTH INSURANCE	29,549	28,785	28,849		31,300	31,300	32,800	
10-43-132	WORKERS COMP INSURANCE	1,442	1,284	1,020		1,300	1,300	1,300	
10-43-133	FICA TAXES	10,752	11,681	13,076		14,200	14,200	14,500	
10-43-134	ALLOWANCES - VEHICLE	2,400	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	5,000	
10-43-240	OFFICE SUPPLIES & EXPENSE	3,936	3,496	4,898		5,000	5,000	5,000	
10-43-241	POSTAGE	1,248	1,546	1,976		2,000	2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	2,755	3,585	2,361		6,000	3,000	2,500	
10-43-311	CONSULTING SVCS - COMPUTER	9,456	9,616	9,456		12,500	12,500	10,000	
10-43-312	CONSULTING SVCS - GENERAL	0	7,200	0		0	0	0	
10-43-330	EDUCATION AND TRAINING	3,379	5,004	5,444		5,300	3,500	1,500	
10-43-440	BANK CHARGES	13,244	14,199	12,351		12,000	12,000	12,000	
10-43-610	MISCELLANEOUS SUPPLIES	0	0	0		0	0	0	
10-43-620	MISCELLANEOUS SERVICES	10,996	4,598	2,904		2,200	2,200	2,200	
10-43-621	ADVERTISING	2,417	2,225	1,795		3,000	3,000	2,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	13,858	0	1,830		0	0	2,000	Server
TOTAL ADMINISTRATIVE		288,746	286,285	300,652		315,900	311,100	314,700	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
ENGINEERING									
10-46-110	SALARIES & WAGES	48,325	49,321	50,840		52,600	52,600	53,100	
10-46-125	LONG TERM DISABILITY	285	278	250		300	300	300	
10-46-130	RETIREMENT	8,779	8,960	9,236		9,600	9,600	9,700	
10-46-131	GROUP HEALTH INSURANCE	10,142	9,083	9,336		9,900	9,900	10,300	
10-46-132	WORKERS COMP INSURANCE	822	659	504		600	600	600	
10-46-133	FICA TAXES	3,841	3,916	4,031		4,200	4,200	4,100	
10-46-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400		2,400	2,400	0	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	15	0	495		200	200	0	
10-46-330	SEMINARS AND CONVENTIONS	847	637	1,572		1,000	500	0	
10-46-610	MISCELLANEOUS SUPPLIES	2,291	1,648	1,032		1,000	1,000	0	
10-46-620	MISCELLANEOUS SERVICES	9,351	2,652	947		4,700	0	0	
10-46-740	CAPITAL OUTLAY - EQUIPMENT	195	0	0		5,000	5,000	0	
TOTAL ENGINEERING		87,293	79,554	80,643		91,500	86,300	78,100	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19	19/20	19/20	20/21	Notes
		Actual	Actual	Actual	Original	1st Amend	Tentative	
NON-DEPARTMENTAL								
10-50-130	RETIREMENT	554	0	0	0	0	0	
10-50-132	WORKERS COMP INSURANCE	32	0	0	0	0	0	
10-50-133	FICA TAXES	224	0	0	0	0	0	
10-50-282	TELEPHONE-CELL	4,573	5,341	5,374	5,000	5,000	5,000	
10-50-309	NETWORK SERVICES	19,399	20,027	18,071	25,900	25,900	21,000	
10-50-310	AUDITING FEES	10,000	9,400	9,400	9,400	9,400	9,400	
10-50-311	ATTORNEY FEES	112,214	44,358	35,352	47,000	47,000	47,000	
10-50-312	AUTOMOBILE INSURANCE	7,197	4,527	4,577	5,000	5,000	5,000	
10-50-313	BUILDING INSPECTIONS	32,089	29,586	37,288	25,000	32,000	25,000	
10-50-509	PROPERTY INSURANCE	9,031	11,059	10,087	11,000	11,000	11,000	
10-50-510	LIABILITY INSURANCE	29,134	20,931	25,162	26,000	26,000	26,000	
10-50-511	INSURANCE BONDING	2,604	1,807	2,095	2,500	2,500	2,500	
10-50-608	EMERGENCY PREPAREDNESS CMTTE	3,558	2,201	1,975	3,500	3,500	3,000	
10-50-610	EMERGENCY SUPPLIES	0	125	825	2,000	2,000	2,000	
10-50-611	ELECTION EXPENSES	10	2,985	0	14,000	13,400	0	
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	4,113	4,121	3,765	7,400	7,400	7,400	
10-50-613	CITY CELEBRATIONS	0	0	0	22,000	26,100	26,100	
10-50-614	CITY NEWSLETTER EXPENSES	5,696	5,921	5,825	6,000	6,000	5,000	
10-50-616	YOUTH COUNCIL EXPENSES	4,508	7,348	4,421	7,500	7,500	4,000	
10-50-618	HISTORICAL COMM PROJECTS	644	250	200	1,000	1,000	1,000	
10-50-619	COMMUNITY ACTION PROGRAMS	0	0	0	0	0	0	
10-50-620	ANIMAL CONTROL	14,838	12,067	14,610	16,500	16,500	17,000	
10-50-622	DAVIS ART CENTER DONATION	500	500	500	500	500	500	
10-50-623	TAX REFUND	0	78,307	73,752	0	0	0	
10-50-631	EMPLOYEE INCENTIVE	1,202	1,231	917	1,000	1,000	1,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	0	6,670	0	10,000	10,000	6,000	Firewall
10-50-741	CAPITAL OUTLAY - SOFTWARE	0	5,825	0	1,700	1,700	0	
10-50-745	CAPITAL OUTLAY - SUBDIVISIONS	0	0	0	0	185,300		
TOTAL NON-DEPARTMENTAL		262,120	274,589	254,195	249,900	445,700	224,900	

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GENERAL GOVERNMENT BUILDINGS									
10-51-260	BLDGS & GROUNDS - SUPPLIES/MNT	46,582	34,968	32,248		29,500	25,000	23,000	
10-51-261	PAINT & REPAIRS	300	30,004	0		5,000	0	1,000	
10-51-270	UTILITIES	22,904	24,416	25,537		24,000	24,000	24,000	
10-51-280	TELEPHONE / INTERNET	7,507	7,202	5,807		7,300	7,300	7,300	
10-51-620	MISCELLANEOUS SERVICES	1,080	1,593	914		2,200	2,200	1,500	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		38,000	38,000	0	
TOTAL GENERAL GOVERNMENT BUILDINGS		78,373	98,183	64,506		106,000	96,500	56,800	
PLANNING & ZONING									
10-53-110	SALARIES & WAGES	24,161	24,567	25,269		26,300	26,300	26,900	
10-53-125	LONG TERM DISABILITY	131	128	115		100	100	100	
10-53-130	RETIREMENT	3,654	3,730	3,853		4,000	4,000	4,100	
10-53-131	GROUP HEALTH INSURANCE	3,962	3,531	3,475		4,000	4,000	4,200	
10-53-132	WORKERS COMP INSURANCE	29	44	19		100	100	100	
10-53-133	FICA TAXES	1,779	1,826	1,933		2,000	2,000	2,100	
10-53-311	PROFESSIONAL PLANNERS	3,800	4,000	3,000		0	0	0	
10-53-330	EDUCATION & TRAINING	10	10	0		200	200	200	
10-53-610	MISCELLANEOUS EXPENSES	606	52	200		1,000	1,000	1,000	
10-53-620	COMMISSION FEES	5,836	5,254	5,306		5,800	5,800	5,800	
TOTAL PLANNING & ZONING		43,968	43,142	43,170		43,500	43,500	44,500	

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POLICE									
10-54-110	SALARIES & WAGES	479,495	531,518	588,382		628,600	628,600	644,700	
10-54-111	OVERTIME SALARIES & WAGES	24,318	25,636	26,421		23,000	23,000	30,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	11,156	13,987	15,300		1,000	15,000	1,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	9,896	9,904	16,050		16,200	16,200	16,200	
10-54-116	LIQUOR ENFORCEMENT SHIFTS	604	116	463		10,000	10,000	1,000	
10-54-125	LONG TERM DISABILITY	3,021	3,312	3,064		3,900	3,900	4,000	
10-54-130	RETIREMENT	150,126	153,775	159,812		174,200	174,200	191,800	
10-54-131	GROUP HEALTH INSURANCE	109,247	120,125	112,816		135,900	135,900	130,000	
10-54-132	WORKERS COMP INSURANCE	8,345	7,155	6,022		7,400	7,400	7,500	
10-54-133	FICA TAXES	38,504	44,293	47,973		51,900	51,900	53,000	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	679	632	715		700	700	900	
10-54-240	OFFICE SUPPLIES & EXPENSE	2,593	1,925	3,753		2,600	2,600	3,000	
10-54-241	PRINTING	880	265	710		900	900	900	
10-54-250	VEHICLE SUPPLIES & MAINT	17,834	17,639	16,579		19,800	19,800	17,000	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	44,279	65,906	51,064		30,000	30,000	0	
10-54-255	FUEL	18,066	21,462	24,725		28,800	28,800	27,300	
10-54-282	TELEPHONE - CELLULAR	10,494	10,876	10,280		10,900	10,900	12,800	
10-54-310	NARCOTICS ENFORCEMENT	4,729	4,729	4,729		4,700	4,700	4,700	
10-54-311	PROFESSIONAL SERVICES	17,951	23,354	33,995		36,000	36,000	25,800	
10-54-320	UCAN RADIO NETWORK FEES	6,897	0	0		0	0	0	
10-54-321	DISPATCH FEES	21,852	22,639	22,639		23,300	23,300	25,600	
10-54-330	EDUCATION AND TRAINING	5,808	8,398	12,522		17,500	17,500	12,100	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	23,824	3,095	0		0	0	0	
10-54-450	SPECIAL DEPARTMENT SUPPLIES	3,581	9,014	19,166		4,800	4,800	9,500	
10-54-455	ALLOWANCES-UNIFORM	14,556	11,947	13,256		15,400	15,400	16,300	
10-54-460	FIREARMS & FIREARM TRAINING	10,373	3,670	8,041		16,400	16,400	7,700	
10-54-610	MISCELLANEOUS SUPPLIES	0	9,986	148		0	0	0	
10-54-625	FEDERAL / STATE GRANT EXPENSES	9,553	0	0		0	0	0	
10-54-635	COMMUNITY POLICING	1,724	2,357	5,591		7,800	7,800	5,600	

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10-54-740	CAPITAL OUTLAY - EQUIPMENT	102,775	34,704	77,635		155,500	155,500	39,400	
10-54-741	CAPITAL OUTLAY - COMPUTERS	0	0	9,110		22,000	22,000	1,700	
TOTAL POLICE		<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>	<u>1,289,500</u>	
FIRE									
10-55-621	FIRE FIGHTING SERVICES	580,364	577,378	629,519		608,700	608,700	604,300	
TOTAL FIRE		<u>580,364</u>	<u>577,378</u>	<u>629,519</u>		<u>608,700</u>	<u>608,700</u>	<u>604,300</u>	

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STREETS									
10-60-110	SALARIES & WAGES	78,291	84,899	90,528		94,100	94,100	97,600	
10-60-111	OVERTIME SALARIES & WAGES	1,465	930	1,408		4,000	4,000	4,000	
10-60-114	SALARIES & WAGES - TEMP/P-TIME	0	0	0		0	0	0	
10-60-125	LONG TERM DISABILITY	467	483	449		600	600	600	
10-60-130	RETIREMENT	13,843	14,947	15,982		16,800	16,800	17,400	
10-60-131	GROUP HEALTH INSURANCE	21,609	22,353	25,712		26,300	26,300	27,500	
10-60-132	WORKERS COMP INSURANCE	1,687	1,624	1,163		1,400	1,400	1,400	
10-60-133	FICA TAXES	5,887	6,300	6,794		7,500	7,500	7,800	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	6,214	5,726	8,728		8,000	8,000	8,000	
10-60-252	EQUIPMENT MAINTENANCE & REPRS	400	1,437	2,040		3,500	3,500	3,500	
10-60-254	CONTRACT MECHANIC	0	0	0		0	0	0	
10-60-255	FUEL	6,723	5,297	5,991		7,600	7,600	6,000	
10-60-270	STREET LIGHTS	49,430	43,076	42,952		48,000	0	0	
10-60-330	EDUCATION AND TRAINING	1,416	250	475		1,000	1,000	500	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	1,675	1,945	1,872		3,000	3,000	2,000	
10-60-412	STREET SIGNS & POSTS	4,483	3,586	15,841		4,000	4,000	4,000	
10-60-414	STREET SWEEPING	600	4,950	2,700		10,000	0	0	
10-60-455	UNIFORM	977	661	1,012		1,000	1,000	1,000	
10-60-620	SNOW REMOVAL	20,416	16,542	21,437		20,000	15,000	15,000	
10-60-630	TREE REMOVAL	212	71	164		1,000	1,000	1,000	
10-60-720	CAPITAL OUTLAY - GRANTS	0	0	0		0	0	0	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		0	0	0	
10-60-740	CAPITAL OUTLAY - EQUIPMENT	149,325	142,892	94,263		141,000	141,000	82,000	Loader
TOTAL STREETS		365,120	357,969	339,514		398,800	335,800	279,300	

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CLASS C STREETS									
10-61-270	CLASS C STREET LIGHTS	0	0	0		0	50,000	50,000	
10-61-410	ROAD REPAIRS	10,521	31,224	21,901		50,000	50,000	50,000	
10-61-413	STREET STRIPING	3,465	14,431	23,727		28,000	28,000	28,000	
10-61-625	SIDEWALK REPLACEMENT	18,768	11,366	11,740		15,000	15,000	15,000	
10-61-730	OVERLAY CITY STREETS	0	0	0		0	0	0	
10-61-731	CRACK SEALANT	39,825	14,885	20,000		20,000	20,000	20,000	
10-61-735	SLURRY SEAL	173,481	0	95,039		0	0	50,000	
10-61-740	CAPITAL OUTLAY	0	72,713	0		250,000	250,000	0	
TOTAL CLASS C STREETS		246,060	144,618	172,408		363,000	413,000	213,000	
HWY/TRANSPORTATION TAX									
10-62-414	STREET SWEEPING	6,750	0	5,500		0	10,000	10,000	
10-62-431	CRACK SEALANT	0	0	9,589		0	0	0	
10-62-730	OVERLAY CITY STREETS	0	210,518	0		0	0	0	
10-62-735	SLURRY SEAL	0	0	0		0	0	60,000	
10-62-740	CAPITAL OUTLAY - EQUIPMENT	35,963	0	0		0	0	0	
10-62-742	CAPITAL OUTLAY - STREET IMPROV	15,494	15,897	60,000		160,000	160,000	0	
TOTAL HWY/TRANSPORTATION TAX		58,207	226,415	75,089		160,000	170,000	70,000	

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PARKS									
10-70-110	SALARIES & WAGES	86,486	91,004	93,236		105,000	105,000	108,600	
10-70-111	OVERTIME SALARIES & WAGES	2,081	2,342	3,290		4,500	4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	21,360	16,884	18,037		27,000	27,000	22,000	
10-70-125	LONG TERM DISABILITY	522	524	474		700	700	700	
10-70-130	RETIREMENT	15,571	16,366	16,921		18,800	18,800	19,400	
10-70-131	GROUP HEALTH INSURANCE	24,509	23,922	24,988		28,400	28,400	29,700	
10-70-132	WORKERS COMP INSURANCE	2,239	1,871	1,399		1,800	1,800	1,800	
10-70-133	FICA TAXES	8,019	8,090	8,418		10,400	10,400	10,300	
10-70-245	TOILET RENTAL	397	230	586		1,000	1,000	1,000	
10-70-250	EQUIPMENT SUPPLIES & MAINT	3,805	3,561	3,710		3,700	3,700	3,700	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	1,305	2,988	2,343		2,000	2,000	1,600	
10-70-255	FUEL	4,540	5,979	7,179		7,500	7,500	6,500	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MNT	14,517	20,686	11,282		21,000	21,000	10,600	
10-70-265	TRAIL MAINTENANCE	2,250	3,858	3,595		4,000	4,000	4,000	
10-70-270	UTILITIES	3,973	5,835	5,334		7,900	7,900	7,900	
10-70-310	PROFESSIONAL & TECHNICAL SVC'S	5,512	5,652	3,483		4,000	4,000	4,000	
10-70-330	EDUCATION AND TRAINING	469	1,156	1,592		2,700	2,700	1,000	
10-70-455	UNIFORM	1,269	1,247	1,165		1,700	1,700	1,700	
10-70-610	MISCELLANEOUS SUPPLIES	650	164	457		1,000	1,000	1,000	
10-70-612	4TH OF JULY CELEBRATION EXPENSE	13,073	18,185	17,575		0	0	0	
10-70-613	PARKS SUPPLIES	11,907	11,459	13,647		10,700	10,700	10,700	
10-70-615	HOLIDAY DECORATION & SUPPLIES	2,507	2,382	0		0	0	0	
10-70-620	LAWN MAINTENANCE	787	407	986		1,100	1,100	1,100	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	17,562	0	0		0	38,200	0	
10-70-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0		0	0	0	
TOTAL PARKS		245,310	244,791	239,695		264,900	303,100	251,800	

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DEBT SERVICE								
10-85-815	PRINC.-SALES TX BOND-CITY HALL	120,000	123,000	126,000	129,000	129,000	132,000	
10-85-825	INT.-SALES TX BOND-CITY HALL	31,812	28,963	25,890	23,100	23,100	20,000	
10-85-826	CAPITAL LEASE PRINCIPAL	4,068	0	3,939	4,100	4,100	4,100	
10-85-827	CAPITAL LEASE INTEREST	1,002	0	561	1,000	1,000	1,000	
10-85-835	AGENT-SALES TX BOND-CITY HALL	3,100	1,100	2,700	3,600	3,600	3,600	
10-85-836	DEFEASED BOND	0	0	0	0	0	0	
	TOTAL DEBT SERVICE	159,982	153,063	159,091	160,800	160,800	160,700	
TRANSFERS								
10-90-800	TRANSFERS TO CIP FUNDS	200,000	603,700	1,911,500	0	0	0	
10-90-810	TRANSFERS TO CAPITAL STREETS	0	425,000	212,500	212,500	212,500	212,500	
10-90-820	TRANSFERS TO STORM UTILITY	285,000	0	0	0	0	0	
10-90-850	TRANSFERS TO GOLF FUND	0	35,000	50,000	50,000	0	0	
10-90-860	TRANSFERS TO RAP	0	161,100	0	0	0	0	
10-90-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	0	
10-90-914	S/TAX PYMTS TO BTFL - COMMONS	127,106	130,888	130,635	135,400	130,000	111,000	-15%
10-90-915	S/TAX PYMTS TO BTFL - GATEWAY	64,612	64,374	63,304	71,100	63,000	47,500	-25%
10-90-916	S/TAX PYMTS TO DVPR: COMMONS	1,107,000	0	0	0	0	0	
	TOTAL TRANSFERS	1,783,718	1,420,062	2,367,939	469,000	405,500	371,000	
GENERAL FUND - I	TOTAL EXPENDITURES	5,435,073	5,147,663	6,107,244	4,781,700	4,940,100	4,055,900	
GENERAL FUND OVERVIEW								
	REVENUES	5,098,043	5,621,827	5,373,048	4,781,700	4,940,100	3,994,950	
	EXPENDITURES	5,435,073	5,147,663	6,107,244	4,781,700	4,940,100	4,055,900	
	REVENUES OVER EXPENDITURES	(337,030)	474,164	(734,196)	0	0	(60,950)	

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

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STREET IMPACT FEES - REVENUES									
21-34-430	DEVELOPMENT IMPACT FEES	26,998	136,527	173,680		75,000	104,000	25,000	
21-36-600	INTEREST EARNED	430	271	6,586		500	500	500	
21-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	0	
21-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0			74,500	166,200	24,500	
TOTAL REVENUES		27,428	136,799	180,266		150,000	270,700	50,000	
STREET IMPACT FEES - EXPENDITURES									
21-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		0	0	0	
21-40-800	TRANSFERS TO OTHER FUNDS	0	107,000	0		150,000	150,000	0	
21-40-810	SIDEWALK IMPROVEMENTS	0	0	0		0	120,700	50,000	
21-40-811	CAPITAL OUTLAY - Equipment	0	0	0		0	0	0	
21-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		0	0	0	
TOTAL EXPENDITURES		0	107,000	0		150,000	270,700	50,000	
STREET IMPACT FEES FUND OVERVIEW									
REVENUES		27,428	136,799	180,266		150,000	270,700	50,000	
EXPENDITURES		0	107,000	0		150,000	270,700	50,000	
REVENUES OVER EXPENDITURES		27,428	29,799	180,266		0	0	0	

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		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
POLICE FACILITIES IMPACT FEES - REVENUES									
23-34-430	DEVELOPMENT IMPACT FEES	1,283	6,268	7,864		3,000	3,000	3,000	
23-36-600	INTEREST EARNED	45	80	176		0	0	0	
TOTAL REVENUES		1,328	6,348	8,040		3,000	3,000	3,000	
POLICE FACILITIES IMPACT FEES - EXPENDITURES									
23-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	0	
23-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	0	0	
23-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0		0	0	0	
23-40-800	TRANSFERS TO OTHER FUNDS	3,020	5,000	7,500		3,000	3,000	3,000	
23-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		0	0	0	
TOTAL EXPENDITURES		3,020	5,000	7,500		3,000	3,000	3,000	
POLICE FACILITIES IMPACT FEES FUND OVERVIEW									
REVENUES		1,328	6,348	8,040		3,000	3,000	3,000	
EXPENDITURES		3,020	5,000	7,500		3,000	3,000	3,000	
REVENUES OVER EXPENDITURES		(1,692)	1,348	540		0	0	0	

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		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
PARK IMPACT FEES - REVENUES									
24-34-430	DEVELOPMENT IMPACT FEES	18,864	90,128	111,088		30,000	72,000	30,000	
24-36-600	INTEREST EARNED	287	1,315	4,088		500	1,700	500	
24-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	0	
24-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		183,500	146,300	0	
TOTAL REVENUES		19,151	91,443	115,176		214,000	220,000	30,500	
PARK IMPACT FEES - EXPENDITURES									
24-40-310	PROF & TECH - PLANNING/IMP FEE	1,436	18,404	0		0	0	0	
24-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	10,079		214,000	220,000	0	
24-40-800	TRANSFERS TO OTHER FUNDS	0	0	0		0	0	0	
24-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		0	0	30,500	
TOTAL EXPENDITURES		1,436	18,404	10,079		214,000	220,000	30,500	
PARK IMPACT FEES FUND OVERVIEW									
REVENUES		19,151	91,443	115,176		214,000	220,000	30,500	
EXPENDITURES		1,436	18,404	10,079		214,000	220,000	30,500	
REVENUES OVER EXPENDITURES		17,715	73,039	105,097		0	0	0	

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		16/17	17/18	18/19	19/20	19/20	20/21	Notes
		Actual	Actual	Actual	Original	1st Amend	Tentative	
REDEVELOPMENT AGENCY - REVENUES								
25-31-110	TAX INCREMENT - PROPERTY	519,074	256,096	269,254	251,900	251,900	251,900	
25-36-600	INTEREST EARNED	905	1,776	3,116	100	100	100	
25-38-870	TRANSFERS IN - GENERAL FUND	0	0	0	0	0	0	
25-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0		6,100	6,100	8,900	
TOTAL REVENUES		519,979	257,872	272,370	258,100	258,100	260,900	
REDEVELOPMENT AGENCY - EXPENDITURES								
25-40-110	SALARIES & WAGES	53,343	56,619	46,878	49,200	49,200	51,000	
25-40-125	LONG TERM DISABILITY	313	207	229	300	300	300	
25-40-130	RETIREMENT	14,823	9,072	13,411	13,900	13,900	14,400	
25-40-131	GROUP HEALTH INSURANCE	10,373	7,450	8,120	8,700	8,700	9,100	
25-40-132	WORKERS COMP INSURANCE	803	591	421	500	500	500	
25-40-133	FICA TAXES	3,966	2,766	3,507	3,800	3,800	3,900	
25-40-230	TRAVEL	1,300	1,200	1,200	1,200	1,200	1,200	
25-40-310	LEGAL FEES	0	0	0	0	0	0	
25-40-312	OTHER PROFESSIONAL FEES	6,000	6,000	6,000	3,000	3,000	3,000	
25-40-510	LIABILITY INSURANCE	0	1,442	2,655	2,700	2,700	2,700	
25-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	0	
25-40-915	RDA TAX PYMTS TO DVPR: GATEWAY	236,284	0	0	0	0	0	
25-40-920	RDA TAX PYMTS TO DVPR: COMMONS	168,335	163,883	161,601	174,800	174,800	174,800	
25-90-850	TRANSFER TO OTHER FUNDS	0	0	0	0	0	0	
TOTAL EXPENDITURES		495,540	249,229	244,023	258,100	258,100	260,900	
REDEVELOPMENT AGENCY FUND OVERVIEW								
	REVENUES	519,979	257,872	272,370	258,100	258,100	260,900	
	EXPENDITURES	495,540	249,229	244,023	258,100	258,100	260,900	
	REVENUES OVER EXPENDITURES	24,439	8,643	28,348	0	0	0	

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RAP TAX - REVENUES								
26-31-110	RAP TAX REVENUE	220,241	221,260	209,207	235,200	200,000	156,900	-25%
26-36-600	INTEREST EARNED	4,655	9,403	18,134	1,000	1,000	1,000	
26-36-690	MISCELLANEOUS REVENUE	0	0	0	0	0	0	
26-38-860	CONTRIBUTIONS - PRIVATE	0	0	0	0	0	0	
26-38-870	TRANSFERS IN - GENERAL FUND	0	161,100	0	0	0	0	
26-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	292,300	227,500	59,900	
	TOTAL REVENUES	224,896	391,764	227,341	528,500	428,500	217,800	
RAP TAX - EXPENDITURES								
26-40-260	BLDGS & GROUNDS - SUPPLIES/MNT	0	0	11,555	15,000	15,000	15,000	
26-40-290	IMPROVEMENTS - MAIN PARK	0	0	25,357	0	0	0	
26-40-291	CAPITAL OUTLAY - PARKING LOT	37,200	0	0	0	0	0	
26-40-292	CAPITAL OUTLAY - IRRIGATION	0	0	0	0	0	0	
26-40-293	CAPITAL OUTLAY-Park/Playground	0	0	0	50,000	50,000	0	
26-40-730	CAPITAL OUTLAY - IMPROVEMENTS	18,163	2,963	26,678	300,000	200,000	150,000	
26-40-740	CAPITAL OUTLAY - EQUIPMENT	0	0	30,000	0	0	3,900	
26-40-791	CAP PROJ: DSB TRAIL PROTECTION	0	0	0	0	0	0	
26-40-792	CAP PROJ: RESTROOM	0	0	0	125,000	125,000	0	
26-40-800	TRANSFERS TO GENERAL FUND	4,500	4,500	4,500	4,500	4,500	7,400	
26-40-850	TRANSFER TO GOLF FUND	100,300	139,000	14,500	34,000	34,000	31,500	
26-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	0	
	TOTAL EXPENDITURES	160,163	146,463	112,590	528,500	428,500	207,800	
RAP TAX FUND OVERVIEW								
	REVENUES	224,896	391,764	227,341	528,500	428,500	217,800	
	EXPENDITURES	160,163	146,463	112,590	528,500	428,500	207,800	
	REVENUES OVER EXPENDITURES	64,733	245,301	114,751	0	0	10,000	

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CAPITAL IMPROVEMENT FUND - REVENUES									
31-36-600	INTEREST EARNED	6,158	14,313	25,191		0	23,000	15,000	
31-38-820	BOND PROCEEDS - LEASE REVENUE	0	0	0		0	0	0	
31-38-870	TRANSFERS IN - GENERAL FUND	200,000	543,700	1,911,500		0	0	0	
31-38-880	TRANSFERS IN - CAP PROJECTS FUNDS	0	167,027	0		510,000	510,000	0	
31-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	0	0	
31-38-900	BOND FUNDS	0	0	0		0	0	0	
TOTAL REVENUES		206,158	725,040	1,936,691		510,000	533,000	15,000	
CAPITAL IMPROVEMENT FUND - EXPENDITURES									
31-40-420	CDBG Project: Weatherization	0	0	0		0	0	0	
31-40-710	LAND - ACQUISITION	0	113,000	0		0	0	0	
31-40-720	CITY BLDGS - PLAN,DESIGN,CONST	0	8,140	8,316		0	12,000	0	
31-40-850	TRANSFERS TO CAP FUND	0	0	510,000		300,000	300,000	0	
31-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		210,000	221,000	15,000	
TOTAL EXPENDITURES		0	121,140	518,316		510,000	533,000	15,000	
CAPITAL IMPROVEMENT FUND OVERVIEW									
REVENUES		206,158	725,040	1,936,691		510,000	533,000	15,000	
EXPENDITURES		0	121,140	518,316		510,000	533,000	15,000	
REVENUES OVER EXPENDITURES		206,158	603,900	1,418,375		0	0	0	

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		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
STREETS CAPITAL IMPROVEMENT FUND - REVENUES									
34-31-110	CURRENT YEAR PROPERTY TAXES	0	0	0		0	0	0	
34-36-600	INTEREST EARNED	3,014	2,790	11,135		0	3,200	0	
34-36-700	CONTRIBUTIONS - GRANTS		0	270,000		0	0	0	
34-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0		0	0	0	
34-38-870	TRANSFERS IN - GENERAL FUND	0	425,000	212,500		212,500	212,500	212,500	
34-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0		0	498,600	0	
	TOTAL REVENUES	3,014	427,790	493,635		212,500	714,300	212,500	
STREETS CAPITAL IMPROVEMENT FUND - EXPENDITURES									
34-40-800	TRANSFERS TO OTHER FUNDS	133,500	0	0		0	250,000	0	
34-40-840	TRANSFERS TO GENERAL FUND	0	0	0		0	0	0	
34-40-850	CAPITAL EQUIP/MAINT	0	0	0		0	0	0	
34-40-899	APPROP INCREASE - FUND BALANCE	0	0	0		12,500	0	12,500	
34-40-930	CAPITAL OUTLAY - Improvements	0	261,502	113,245		200,000	464,300	200,000	Porter
	TOTAL EXPENDITURES	133,500	261,502	113,245		212,500	714,300	212,500	
STREETS CAPITAL IMPROVEMENT FUND OVERVIEW									
	REVENUES	3,014	427,790	493,635		212,500	714,300	212,500	
	EXPENDITURES	133,500	261,502	113,245		212,500	714,300	212,500	
	REVENUES OVER EXPENDITURES	(130,486)	166,289	380,390		0	0	0	

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		Actual	Actual	Actual		Original	1st Amend	Tentative	
WATER FUND - REVENUES									
51-36-600	INTEREST EARNED	44,424	84,223	136,420		50,000	50,000	50,000	
51-36-640	Labor & Materials	6,455	4,614	0		0	0	0	
51-36-642	SALE OF FIXED ASSETS	0	18,492	18,283		128,500	128,500	86,750	
51-36-690	MISC REVENUE/RECONNECTIONS	568	3,008	3,439		5,000	5,000	5,000	
51-36-710	WATER IMPACT FEE	79,918	261,370	364,137		8,000	230,000	8,000	
51-36-720	WATER RIGHTS FEE	0	79,920	0		5,000	5,000	5,000	
51-36-730	OTHER MISC REVENUE	0	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	1,318,100	
51-37-710	WATER CONNECTION FEES	6,374	14,604	16,604		7,000	7,000	7,000	
51-38-860	CONTRIBUTIONS - BOND PROCEEDS	500,000	0	0		0	0	0	
TOTAL REVENUES		1,957,714	1,782,020	1,835,850		1,521,600	1,743,600	1,479,850	

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		Actual	Actual	Actual		Original	1st Amend	Tentative	
WATER FUND - EXPENDITURES									
51-40-110	SALARIES & WAGES	192,825	210,393	209,710		188,400	188,400	193,500	
51-40-111	OVERTIME SALARIES & WAGES	2,988	3,122	3,446		6,000	6,000	6,000	
51-40-125	LONG TERM DISABILITY	1,196	1,191	989		1,200	1,200	1,200	
51-40-130	RETIREMENT	36,095	37,554	35,773		33,800	33,800	34,700	
51-40-131	GROUP HEALTH INSURANCE	65,786	64,428	58,157		56,700	56,700	59,200	
51-40-132	WORKERS COMP INSURANCE	3,769	3,945	2,125		2,200	2,200	2,300	
51-40-133	FICA TAXES	14,824	15,358	14,626		14,900	14,900	15,300	
51-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	767	1,487	1,590		1,800	1,800	1,800	
51-40-241	POSTAGE/SUPPLIES	6,926	6,561	6,768		7,300	7,300	7,300	
51-40-250	VEHICLE MAINTENANCE & REPAIR	3,135	4,270	4,683		6,600	6,600	6,600	
51-40-252	EQUIPMENT MAINTENANCE & REPRS	15,061	11,720	1,864		12,000	12,000	12,000	
51-40-253	WATERLINE MAINTENANCE & REPAIR	26,209	36,211	30,505		49,200	49,200	49,200	
51-40-254	WATERTANK MAINTENANCE & REPAIR	2,944	250	3,780		7,500	7,500	7,500	
51-40-255	FUEL	3,922	5,450	6,043		7,400	7,400	7,400	
51-40-270	PUMPING ELECTRICITY	12,227	12,564	7,262		13,000	13,000	13,000	
51-40-280	TELEPHONE/TELEMETRY	0	0	640		1,000	1,000	1,000	
51-40-330	EDUCATION AND TRAINING	2,841	4,554	4,703		5,800	5,800	5,800	
51-40-455	UNIFORM	1,159	1,495	1,640		1,700	1,700	1,700	
51-40-610	MISCELLANEOUS EXPENSE	3,395	4,731	2,323		4,100	4,100	4,100	
51-40-611	WATER PURCHASES-CULINARY	155,757	151,751	161,698		184,000	192,100	203,200	
51-40-612	WATER DEPT SUPPLIES-METERS/ETC	18,261	28,009	38,393		38,600	38,600	38,600	
51-40-620	MISCELLANEOUS SERVICES	3,062	2,876	5,026		4,900	4,900	4,900	

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51-40-623	STONE CREEK WELL MAINTENANCE	4,472	3,601	37,058	4,000	4,000	4,000	
51-40-740	CAPITAL OUTLAY - EQUIPMENT	3,093	0	1,679	2,000	2,000	2,000	
51-40-741	FLORIDE EQUIP	249	0	0	0	0	0	
51-40-810	DEBT SERVICE - PRINCIPAL	210,000	259,000	252,123	265,000	265,000	273,000	
51-40-820	DEBT SERVICE - INTEREST	108,350	96,829	89,821	73,200	73,200	66,600	
51-40-840	AGENT FEES - 2009 SERIES BOND	1,650	7,150	1,650	1,650	1,650	1,650	
51-40-850	COST OF ISSUANCE - BONDS	48,239	0	0	0	0	0	
51-90-870	TRANSFERS TO CAP IMPROV FUND	0	0	0	350,000	1,305,700	0	
51-90-880	TRANSFERS	0	30,000	0	0	0	0	
51-95-730	CAPITAL OUTLAY - PROJ/HYDRANTS	518	19,326	8,978	23,000	23,000	23,000	
51-95-740	CAPITAL OUTLAY-EQUIPMENT	0	0	0	181,000	181,000	82,000	
51-95-750	CAPITAL OUTLAY-SPECIAL PROJECTS	0	20,000	2,200	0	0	0	
51-95-795	NEW WELL	2,400	0	0	2,000,000	1,082,300	1,200,000	
TOTAL EXPENDITURES*		952,120	1,043,826	995,254	3,547,950	3,594,050	2,328,550	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures								
WATER FUND OVERVIEW								
	REVENUES	1,957,714	1,782,020	1,835,850	1,521,600	1,743,600	1,479,850	
	EXPENDITURES	952,120	1,043,826	995,254	3,547,950	3,594,050	2,328,550	
	REVENUES OVER EXPENDITURES	1,005,594	738,194	840,597	(2,026,350)	(1,850,450)	(848,700)	

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SOLID WASTE FUND - REVENUES								
52-36-600	INTEREST EARNED	5,825	10,305	10,694	5,000	5,000	5,000	
52-36-690	MISC. REVENUE	700	160	0	0	0	0	
52-37-700	GARBAGE PICK UP SALES	378,411	385,061	393,196	393,900	393,900	394,500	
52-37-710	GARBAGE CAN REPLACEMENT FEES	0	0	0	0	0	0	
52-38-860	CONTRIBUTIONS - OTHER	0	0	0	0	0	0	
TOTAL REVENUES		384,936	395,526	403,890	398,900	398,900	399,500	
SOLID WASTE FUND - EXPENDITURES								
52-40-110	SALARIES & WAGES	7,666	9,405	7,245	11,100	11,100	11,600	
52-40-111	Overtime	0	69	52	0	0	0	
52-40-125	LONG TERM DISABILITY	51	54	35	100	100	100	
52-40-130	RETIREMENT	1,487	1,643	1,263	1,800	1,800	1,900	
52-40-131	GROUP HEALTH INSURANCE	2,298	2,524	1,935	3,700	3,700	3,900	
52-40-132	WORKERS COMP INSURANCE	194	282	93	200	200	200	
52-40-133	FICA TAXES	644	697	543	800	800	900	
52-40-241	POSTAGE/SUPPLIES	250	0	200	500	500	500	
52-40-620	GARBAGE PICKUP SERVICE	154,440	160,578	167,350	175,300	175,300	183,200	
52-40-621	TIPPING/FLAT RATE - BURN PLANT	144,570	146,727	147,528	200,000	200,000	200,000	
52-40-623	SPRING & FALL CLEANUP	7,416	9,551	10,927	8,500	8,500	8,500	
52-40-625	ADDITIONAL GARBAGE CANS	11,858	14,088	37,054	0	0	15,000	
TOTAL EXPENDITURES*		330,874	345,617	374,225	402,000	402,000	425,800	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures								
SOLID WASTE FUND OVERVIEW								
REVENUES		384,936	395,526	403,890	398,900	398,900	399,500	
EXPENDITURES		330,874	345,617	374,225	402,000	402,000	425,800	
REVENUES OVER EXPENDITURES		54,062	49,909	29,665	(3,100)	(3,100)	(26,300)	

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STORM WATER UTILITY FUND - REVENUES								
53-34-400	SUBDIVISION IMPACT FEES	4,664	50,209	139,676	20,000	20,000	20,000	
53-36-600	INTEREST EARNED	15	2,231	6,056	0	0	0	
53-36-690	MISC. REVENUE	0	0	13,400	0	0	0	
53-37-700	UTILITY SALES	97,572	98,710	99,759	99,000	99,000	99,000	
53-38-870	TRANSFERS IN - GENERAL FUND	285,000	0	0	0	0	0	
TOTAL REVENUES		387,251	151,149	258,891	119,000	119,000	119,000	
STORM WATER UTILITY FUND - EXPENDITURES								
53-40-110	SALARIES & WAGES	23,552	26,670	29,185	39,800	39,800	40,600	
53-40-111	OVERTIME SALARIES & WAGES	635	310	887	0	0	0	
53-40-125	LONG TERM DISABILITY	139	149	146	200	200	200	
53-40-130	RETIREMENT	4,038	4,510	5,212	6,800	6,800	7,000	
53-40-131	GROUP HEALTH INSURANCE	7,678	8,032	8,181	11,600	11,600	12,100	
53-40-132	WORKERS COMP INSURANCE	506	688	388	500	500	600	
53-40-133	FICA TAXES	1,752	1,926	2,212	3,000	3,000	3,100	
53-40-252	EQUIPMENT MAINTENANCE & REPRS	0	0	0	1,500	1,500	1,500	
53-40-253	STORM SYSTM MAINT AND REPAIRS	14,686	484	702	5,000	5,000	5,000	
53-40-310	PROFESSIONAL SERVICES	1,885	1,885	2,255	2,000	2,000	2,000	
53-40-330	EDUCATION AND TRAINING	663	432	334	500	500	500	
53-40-610	MISCELLANEOUS SUPPLIES	2,018	0	42	2,500	2,500	2,500	
53-40-730	CAPITAL OUTLAY - IMPROVEMENTS	12,554	6,592	0	0	0	0	
53-40-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0	0	60,700	0	
53-40-751	TELEWISE AND FLUSH STORM DRAIN	20,090	19,993	14,527	20,000	20,000	15,000	
53-40-755	CAPITAL OUTLAY	0	2,262	0	0	100,000	0	
TOTAL EXPENDITURES*		90,196	73,933	64,072	93,400	254,100	90,100	
*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures								
STORM WATER UTILITY FUND OVERVIEW								
REVENUES		387,251	151,149	258,891	119,000	119,000	119,000	
EXPENDITURES		90,196	73,933	64,072	93,400	254,100	90,100	
REVENUES OVER EXPENDITURES		297,055	77,216	194,819	25,600	(135,100)	28,900	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
GOLF FUND - REVENUES									
OPERATING REVENUES									
54-30-010	ROUNDS - Greens Fees	357,606	347,763	355,619		360,000	360,000	360,000	
54-30-011	ROUNDS - Tournaments	0	34,514	33,590		35,000	35,000	35,000	
54-30-020	PUNCH PASSES -- ALL	50,669	63,971	33,583		60,000	60,000	60,000	
54-30-040	RENTALS - CARTS/CLUBS	187,308	204,426	195,316		195,000	195,000	195,000	
54-30-050	RANGE - ALL	99,463	98,168	109,414		100,000	100,000	100,000	
54-30-070	PRO SHOP MERCHANDISE SALES	112,629	121,535	135,453		115,000	115,000	115,000	
54-30-088	FACILITY LEASE	5,462	5,621	5,621		4,000	4,000	4,000	
TOTAL OPERATING REVENUES		813,137	875,997	868,597		869,000	869,000	869,000	
OTHER GOLF REVENUES									
54-36-600	INTEREST EARNED	18	39	88		100	100	100	
54-36-640	SALE OF FIXED ASSETS	0	10,370	0		33,000	33,000	0	
54-36-685	ADVERTISING REVENUES	0	0	0		500	500	500	
54-36-690	MISCELLANEOUS REVENUE	6,983	35,323	2,903		1,000	1,000	1,000	
54-36-695	MISCELLANEOUS - TOURNAMENT REV	0	0	2,500		2,500	2,500	2,500	
54-38-870	TRANSFERS IN - GENERAL FUND	0	35,000	50,000		50,000	0	0	
54-38-880	TRANSFERS IN - CAP IMPROV FUND	0	0	0		0	0	0	
54-38-890	TRANSFERS IN - RAP TAX FUND	100,300	139,000	14,500		34,000	34,000	31,500	
TOTAL OPERATING REVENUES		107,301	219,733	69,991		121,100	71,100	35,600	
GOLF FUND	TOTAL REVENUES	920,438	1,095,730	938,588		990,100	940,100	904,600	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
GOLF FUND - EXPENDITURES									
GOLF PROFESSIONAL & CLUBHOUSE									
54-81-110	SALARIES & WAGES	115,034	115,140	93,780		98,200	98,200	88,000	
54-81-114	SALARIES & WAGES - TEMP/P-TIME	34,315	65,828	74,031		77,000	77,000	74,000	
54-81-125	LONG TERM DISABILITY	608	599	473		600	600	500	
54-81-130	RETIREMENT	18,066	18,662	16,431		16,800	16,800	15,000	
54-81-131	GROUP HEALTH INSURANCE	41,360	39,843	35,175		35,400	35,400	29,900	
54-81-132	WORKERS COMP INSURANCE	1,360	1,915	1,479		2,000	2,000	1,800	
54-81-133	FICA TAXES	10,097	12,999	12,627		13,400	13,400	12,400	
54-81-134	EMPLOYEE BENEFITS - UNEMPLOY	485	0	0		500	500	500	
54-81-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	324	110	150		300	300	300	
54-81-240	OFFICE SUPPLIES & EXPENSE	1,225	715	827		1,500	1,500	2,200	
54-81-255	FUEL	6,322	0	0		0	0	0	
54-81-256	EQUIP MNT/REPAIR - GOLF CARTS	1,130	2,628	2,454		3,000	3,000	3,000	
54-81-260	BLDGS & GROUNDS - SUPPLIES/MNT	4,877	2,859	4,522		5,000	5,000	5,000	
54-81-270	UTILITIES	12,350	13,492	15,390		15,000	15,000	16,000	
54-81-280	TELEPHONE	2,689	1,260	552		3,200	3,200	3,200	
54-81-330	EDUCATION AND TRAINING	550	200	649		3,500	3,500	9,500	
54-81-440	BANK CHARGES - VISA	17,325	17,837	19,429		18,500	18,500	20,000	
54-81-610	MISCELLANEOUS SUPPLIES	1,418	602	1,170		1,500	1,500	1,500	
54-81-633	JUNIOR GOLF PROGRAM	950	0	1,666		2,500	2,500	2,500	
54-81-635	MISCELLANEOUS SERVICES	4,024	2,413	2,175		2,400	2,400	2,500	
54-81-638	ADVERTISING	6,084	4,726	1,468		7,000	7,000	8,600	
54-81-645	TOURNAMENT - EXPENSES	312	0	55		600	600	600	
54-81-720	CAPITAL OUTLAY - BUILDINGS	1,109	0	0		0	0	0	
54-81-745	RENTAL CLUBS & BAGS	0	240	2,599		2,300	2,300	2,300	
TOTAL GOLF PROFESSIONAL & CLUBHOUSE		282,014	302,068	287,103		310,200	310,200	299,300	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
COURSE MAINTENANCE									
54-82-110	SALARIES & WAGES	101,568	104,104	106,051		116,100	116,100	113,800	
54-82-111	OVERTIME SALARIES & WAGES	155	418	668		0	0	0	
54-82-114	SALARIES & WAGES - TEMP/P-TIME	58,460	70,201	78,271		86,000	86,000	80,000	
54-82-125	LONG TERM DISABILITY	577	576	512		700	700	700	
54-82-130	RETIREMENT	17,073	17,871	18,260		20,300	20,300	20,000	
54-82-131	GROUP HEALTH INSURANCE	10,305	19,121	27,678		31,200	31,200	32,700	
54-82-132	WORKERS COMP INSURANCE	1,656	2,358	1,930		2,300	2,300	2,200	
54-82-133	FICA TAXES	12,800	13,085	13,829		15,500	15,500	14,800	
54-82-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	605	650	730		700	700	800	
54-82-240	OFFICE SUPPLIES & EXPENSE	0	249	277		300	300	300	
54-82-245	EQUIP MNT/RPR - TOILET RENTAL	742	675	796		800	800	1,200	
54-82-248	SUPPLIES - IRRIGATION	7,200	9,888	5,958		8,900	8,900	8,900	
54-82-250	EQUIPMENT SUPPLIES & MAINT	10,365	11,088	13,023		12,000	12,000	12,000	
54-82-253	EQUIPMENT LEASE	424	565	1,460		1,200	1,200	1,200	
54-82-255	FUEL	10,374	17,842	21,029		20,000	20,000	18,000	
54-82-258	EQUIP MNT/RPR - MOWER SHARPEN	4,640	3,816	2,718		0	0	0	
54-82-260	BLDGS & GROUNDS - SUPPLIES/MNT	3,183	2,157	2,504		2,500	2,500	3,000	
54-82-262	BLDGS & GROUNDS - GROUND SUPP	3,116	3,628	3,434		3,500	3,500	2,500	
54-82-270	UTILITIES - ALL	32,142	37,204	36,670		40,000	40,000	45,000	
54-82-322	SERVICES - TREE TRIMMING	730	0	0		0	0	0	
54-82-330	EDUCATION AND TRAINING	595	1,305	1,280		850	850	850	
54-82-472	UNIFORMS - PROTECTIVE OSHA	281	149	534		900	900	900	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	2,181	589	1,209		800	800	1,000	
54-82-620	MISCELLANEOUS SERVICES	2,695	4,499	1,908		1,000	1,000	1,000	
54-82-660	SUPPLIES - FERTILIZERS	18,002	19,296	15,069		18,600	18,600	18,600	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
54-82-667	SUPPLIES - SAND (ALL)	9,329	10,697	10,970		14,000	14,000	12,000	
54-82-668	SUPPLIES - SEED	864	5,443	2,833		3,000	3,000	4,000	
54-82-669	SUPPLIES - CART PATH	0	17,105	0		9,000	9,000	0	
54-82-670	SUPPLIES - GARDEN & FLOWERS	303	847	885		1,600	1,600	1,600	
54-82-677	SUPPLIES - CHEMICALS (ALL)	7,983	10,954	10,329		9,500	9,500	9,500	
54-82-732	CAPITAL OUTLAY - Grnds Improvmt	0	109,071	0		10,000	10,000	16,500	Cart Staging/Tee Boxes
54-82-735	CAPITAL OUTLAY - IMPROVEMENTS	18,473	752	0		15,000	15,000	0	
54-82-738	CAPITAL OUTLAY - DRAINAGE SYS	0	0	0		4,400	4,400	0	
54-82-740	CAPITAL OUTLAY - EQUIPMENT	1,200	89,106	89,160		38,500	38,500	32,500	10K for utility
	TOTAL COURSE MAINTENANCE	338,126	585,308	469,974		489,150	489,150	455,550	
DRIVING RANGE									
54-83-114	SALARIES & WAGES - TEMP/P-TIME	28,404	0	0		0	0	0	
54-83-132	WORKERS COMP INSURANCE	295	0	0		0	0	0	
54-83-133	FICA TAXES	2,173	0	0		0	0	0	
54-83-250	EQUIPMENT SUPPLIES & MAINT	980	1,202	669		1,500	1,500	1,200	
54-83-610	MISCELLANEOUS SUPPLIES	1,061	0	0		0	0	0	
54-83-679	SUPPLIES - RANGE GOLF BALLS	0	0	3,375		3,300	3,300	2,700	
54-83-730	CAPITAL OUTLAY - IMPROVEMENTS	6,494	0	6,488		0	0	0	
	TOTAL DRIVING RANGE	39,407	1,202	10,531		4,800	4,800	3,900	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19	19/20	19/20	20/21	Notes
		Actual	Actual	Actual	Original	1st Amend	Tentative	
BUILDING & CAFÉ								
54-84-250	EQUIPMENT SUPPLIES & MAINT	1,321	1,404	510	1,300	1,300	1,300	
54-84-260	BLDGS & GROUNDS - SUPPLIES/MNT	5,855	4,479	2,093	3,500	3,500	3,500	
54-84-400	MERCHANDISE PURCHASES- DIRECT	78,283	114,686	86,505	80,000	80,000	80,000	
54-84-740	CAPITAL OUTLAY	0	11,896	3,966	7,500	7,500	15,000	Fencing 10K, Picker 5K
	TOTAL BUILDING & CAFÉ	85,459	132,465	93,074	92,300	92,300	99,800	
DEBT SERVICE								
54-85-811	PRINCIPAL - G.O. BOND '03	0		0	0	0	0	
54-85-816	LEASE PAYMENT - GOLF CARTS	14,523	7,219	12,282	41,900	41,900	41,900	
54-85-821	INTEREST - G.O. BOND '03	0	0	0	0	0	0	
54-85-831	AGENT FEES - '03 BOND	0	0	0	0	0	0	
54-85-899	INTEREST EXPENSE	19,147	31,446	21,243	7,500	7,500	7,500	
	TOTAL DEBT SERVICE	33,670	38,665	33,525	49,400	49,400	49,400	
GOLF FUND	TOTAL EXPENDITURES*	778,676	1,059,708	894,208	945,850	945,850	907,950	
	*At Year's End, Most Projects are Capitalized and Do NOT Show as Expenditures							
GOLF FUND OVERVIEW								
	REVENUES	920,438	1,095,730	938,588	990,100	940,100	904,600	
	EXPENDITURES	778,676	1,059,708	894,208	945,850	945,850	907,950	
	REVENUES OVER EXPENDITURES	141,762	36,022	44,380	44,250	(5,750)	(3,350)	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

		16/17	17/18	18/19		19/20	19/20	20/21	Notes
		Actual	Actual	Actual		Original	1st Amend	Tentative	
PAGES LANE II CAP. PROJ. - REVENUES									
75-36-600	INTEREST	0	328	5,187		0	0	0	
75-38-800	TRANSFERS IN - WATER FUND	0	30,000			0	0	0	
75-38-810	TRANSFERS IN - WATER IMPACT FEE	0	0	0		0	0	0	
75-38-900	TRANSFERS IN - STREETS CAP FUND	0	0	0		0	0	0	
75-38-909	TRANSFERS IN - STREETS IMPACT	0	107,000	0		0	0	0	
75-38-910	TRANSFERS IN - CAP PROJ FUND	0	0	510,000		0	0	0	
75-38-950	TRANSFERS IN - GENERAL FUND	0	60,000	0		0	0	0	
75-38-999	CONTRIBUTIONS - GRANTS	0	0	0		510,000	510,000	0	
TOTAL REVENUES		0	197,000	515,187		510,000	510,000	0	
PAGES LANE II CAP. PROJ. - EXPENDITURES									
75-40-899	TRANSFER OUT - CAPITAL PROJECT FUND	0	0	0		510,000	510,000	0	
75-70-730	CAPITAL OUTLAY - WATER	0	0	0		0	0	0	
75-70-770	CAPITAL OUTLAY - STREETS	0	6,306	590,444		0	211,000	0	
TOTAL EXPENDITURES		0	6,306	590,444		510,000	721,000	0	
PAGES LANE II CAP. PROJ. FUND OVERVIEW									
REVENUES		0	197,000	515,187		510,000	510,000	0	
EXPENDITURES		0	6,306	590,444		510,000	721,000	0	
REVENUES OVER EXPENDITURES		0	190,694	(75,257)		0	(211,000)	0	

**WEST BOUNTIFUL CITY -
FY 2020/2021 BUDGET -
Tentative**

	16/17 Actual	17/18 Actual	18/19 Actual		19/20 Original	19/20 1st Amend	20/21 Tentative	Notes
800 W/Y2020 CAP. PROJ. - REVENUES								
76-36-600	INTEREST	0	0	0	0	0	0	
76-38-800	TRANSFERS IN - WATER FUND	0	0	0	350,000	1,305,700	0	
76-38-810	TRANSFERS IN - WATER IMPACT FEE	0	0	0	0	0	0	
76-38-820	TRANSFERS IN - STORM WATER	0	0	0	0	100,000	0	
76-38-830	TRANSFERS IN - STORM WATER IMPACT F	0	0	0	0	60,700	0	
76-38-900	TRANSFERS IN - STREETS CAP FUND	0	0	0	0	250,000	0	
76-38-909	TRANSFERS IN - STREETS IMPACT	0	0	0	150,000	287,800	0	
76-38-910	TRANSFERS IN - CAP PROJ FUND	0	0	0	300,000	300,000	0	
76-38-950	TRANSFERS IN - GENERAL FUND	0	0	0	0	300,000	0	
76-38-999	CONTRIBUTIONS - GRANTS	0	0	0	0	0	0	
	TOTAL REVENUES	0	0	0	800,000	2,604,200	0	
800 W/Y2020 CAP. PROJ. - EXPENDITURES								
76-40-899	TRANSFER OUT - CAPITAL PROJECT FUND	0	0	0	0	0	0	
76-70-730	CAPITAL OUTLAY - WATER	0	0	0	350,000	1,305,700	0	
76-70-731	CAPITAL OUTLAY - STORM	0	0	0	0	251,000	0	
76-70-770	CAPITAL OUTLAY - STREETS	0	0	0	450,000	1,047,500	0	
	TOTAL EXPENDITURES	0	0	0	800,000	2,604,200	0	Will need to update these prior ro final
800 W/Y2020 CAP. PROJ. FUND OVERVIEW								
	REVENUES	0	0	0	800,000	2,604,200	0	
	EXPENDITURES	0	0	0	800,000	2,604,200	0	
	REVENUES OVER EXPENDITURES	0	0	0	0	0	0	
CLOSED CAPITAL PROJECT FUNDS - EXPENDITURES								
71-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		119,433	0	0	0	0	
72-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		30,215	0	0	0	0	
74-40-899	TRANSFER OUT - CAPITAL PROJECT FUND		17,379	0	0	0	0	
	TOTAL EXPENDITURES	0	167,027	0	0	0	0	

MEMORANDUM



TO: Mayor and City Council

DATE: May 28, 2020

FROM: Duane Huffman

RE: **Woodhaven Expansion**

The new owners of Woodhaven have contacted the city regarding their desire to expand the use of the current property. This proposed expansion is complicated by at least the following factors:

1. The property is currently divided by two zones (Commercial-General and Industrial-Light).
2. The current use of a mobile home park is a non-conforming use in both zones.
3. Woodhaven pre-dates the city's current code on mobile home parks.
4. The city's current code on mobile home parks is outdated.
5. The property is in relatively proximity to the HollyFrontier refinery.
6. The property's sole access from 500 S is less than optimal.

Even with these challenges, it should be noted that the city's General Plan does call out 500 S as an area where higher-density housing options, like a mobile home park, may make sense.

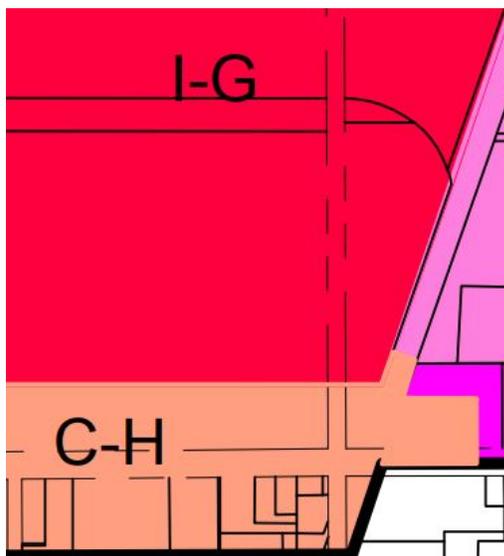
If the city is interested in either of the proposals described in the attached materials and further explained at the meeting, staff recommends a process wherein the city and the developer work together to draft a new ordinance and/or development agreement that governs the mobile home park.

May 28, 2020

**RE: Wood Haven Mobile Home Park
680 West 500 South
West Bountiful, Utah 84087**

To West Bountiful City Council:

Woodhaven Mobile Home Park is looking to update and expand the park into vacant areas within their parcel. In discussions with city staff it was found that there is currently no zoning in West Bountiful for mobile home parks. Current zoning is split between C-H (Commercial Highway) through a portion of South side of the parcel and I-G (Industrial General) for the remaining property to the North.



City Zoning



Zoning Line

Option 1 (Preferred Option) – As part of this expansion we propose adding eight (8) new mobile home sites. These sites would be consistent in size with the existing lots as mapped and filed with the city 2/10/1969. We would propose to use the site under current (non-conforming) zoning and expand the site as it is currently in use.

If West Bountiful requires a conforming zone, we would work with West Bountiful to identify language that is beneficial to the city and would allow for continued use of the site as a mobile home park.

Option 2 – If Option 1 is not approved, we would then propose a flex use space along 500 South and adding four (4) new mobile home sites. This option will still require a rezone for the industrial zone and a modification to its limits, moving its southern boundary further South. The flex space meets current zoning requirements.

Both options would include adding a new playground to the mobile home park, fenced storage area for residents only, solid fence along the I-15 exit for screening and privacy and relocating the mail box to a more central location.

Questions already presented from West Bountiful:

1. How do the proposed sites compare in size to the existing sites?

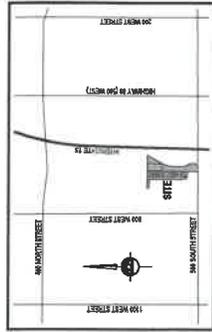
We would propose the new site to match the existing mobile homes sites in size.

2. What are the proposed setbacks for the new sites?

We propose a 15' building to building set-back, similar to what is currently in place in the existing portion. Not to include overhangs or garages. Along with a 5' setback from any other property lines.

3. On Option 2, is the proposed storage to be used as personal rental storage?

The storage space noted within the proposed building would be for the tenants of the flex space building and not for rental/personal use or the Wood Haven residents.



VICINITY MAP
BOUNDARY LINE IS APPROXIMATE

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
1000 FIFTH AVENUE, SUITE 204
LARKIN, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
1000 FIFTH AVENUE, SUITE 204
Phone: 801.547.1100

TORRELL
Phone: 855.843.3590

CEDAR CITY
Phone: 435.865.1463

RICHFIELD
Phone: 435.865.2983

WWW.ENSIGNENGINEERING.COM

PROJECT: WOODS CROSS REFINING COMPANY LLC
CITY: PARK CITY, UTAH 84302
DRAWN BY: JACOBSON
CHECKED BY: JACOBSON
DATE: 08/20/2018

WOOD HAVEN MOBILE HOME PARK
680 WEST 500 SOUTH
WEST BOUNTIFUL, UTAH 84087

WOODS CROSS REFINING COMPANY LLC
08-033-9039

LAND USE TABLE	AREA (SQ. FT.)	PERCENT
PROPOSED MOBILE HOME SITES	281,277 S.F.	84.7%
PROPOSED STORAGE AREA	20,258 S.F.	5.9%
TOTAL AREA	301,535 S.F.	100%
RESIDENTIAL AREA	417,000 S.F.	125%
LAND FUTURE	123	

NOTES:
1. ALL INFORMATION IS APPROXIMATE AND BASED FROM THE RECORD PLANS AND FIELD SURVEY. THE ACTUAL LOCATION OF ANY UTILITY OR CONSTRUCTION SHALL BE DETERMINED BY FIELD SURVEY.

LEGEND:
BOUNDARY LINE
CONCRETE CURB
LOT LINE
PROPERTY LINE
EASEMENT



HORIZONTAL GRAPHIC SCALE
0 10 20 30 40 50 FEET

1 of 1



FC HOLDING 5660 LLC
08-033-9039

FREEMAN INVESTMENT LLC
08-033-4181

DANIEL COUNTY
08-033-9039

FREEMAN INVESTMENT LLC
08-033-4181

WOODS CROSS REFINING COMPANY LLC
08-033-9039

MEMORANDUM



TO: Mayor and City Council

DATE: May 28, 2020

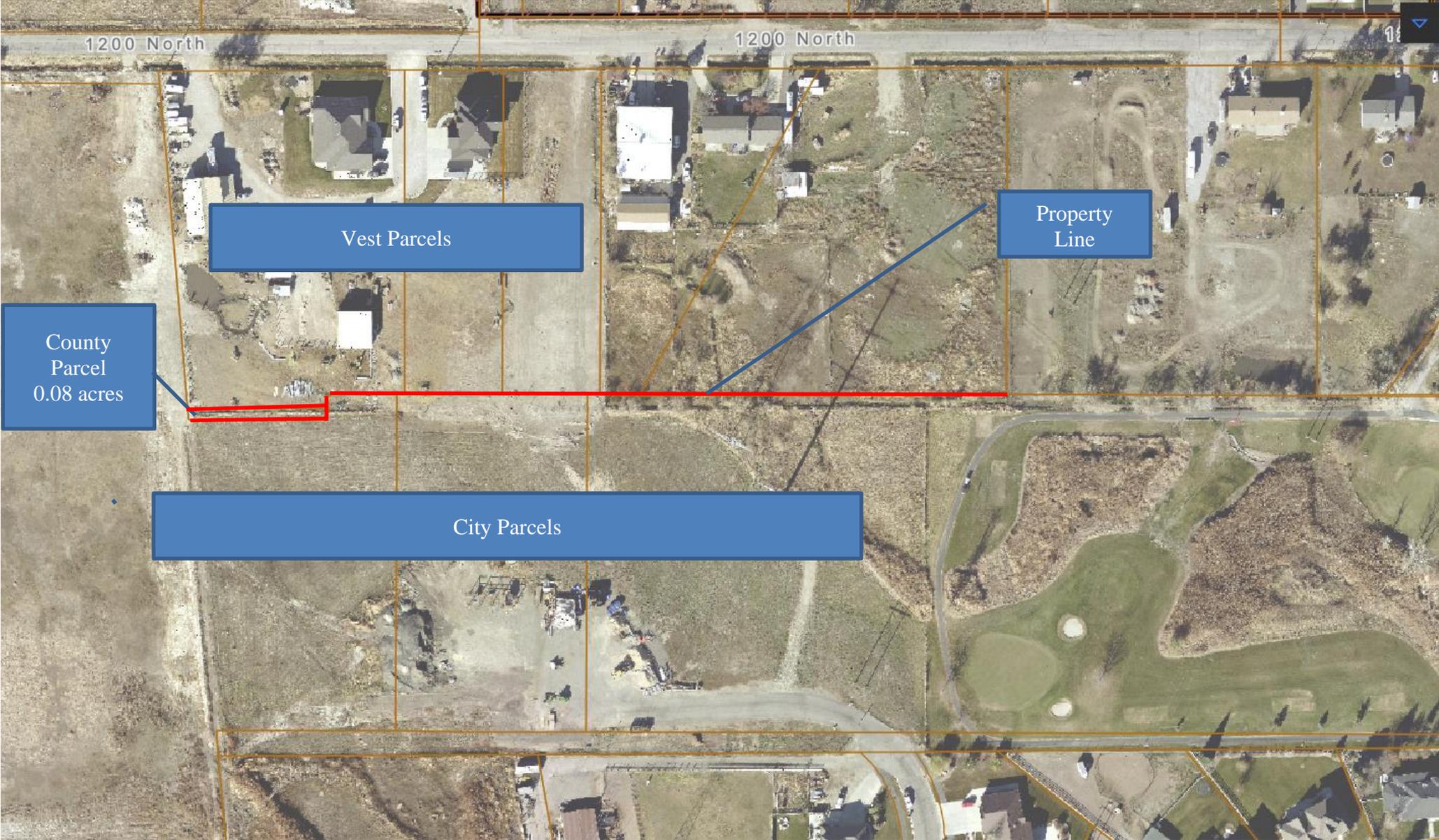
FROM: Duane Huffman

RE: **Property Lines Request – Dennis Vest**

This memo introduces a request from Mr. Dennis Vest regarding the southern property line at his property located at 1405 W 1200 N. Mr. Vest has submitted the attached letter, and he would like to briefly address the council at the June 2nd meeting.

I have also attached a map that shows the discrepancy between the property lines and the current fences between his property and city property.

I recommend that the council ask Mr. Vest any questions they may have when he addresses the council, but that the body reserve discussion on the issue for a closed session, as it normal when initially discussing the potential exchange of real property.



May 27, 2020

To the City Administrator and City Councilmen:

While installing a fence on the south end of my property I discovered that the existing two parallel fence lines, about a foot apart, and my property line did not match. In approaching Duane to resolve the discrepancy he recommended that I bring it up before the city council. I did have the south end of my property surveyed and they verified that there is a discrepancy.

While looking into this discrepancy I found that the property line and fence line are off on all the properties west of 1100 running on the south side of the fence all the way to and including my property. The difference is either a survey error or just simply because the property owners wanted access to the creek because there is no access to Weber water thus the only year around access to water was by this creek. Every property owner along the north side of this creek either uses the creek water for irrigation and/or for livestock.

The city seems to have recognized this fence line as the property line as well as owners because the golf course and maintenance yard occupy the south side of the fence line with the creek and property owners occupy the north side of the fence line.

It seems that when Brandon Mckean bought the property west of his house on 1100 the property line discrepancy was noted. It seems that in order to resolve the problem the city deeded the questioned property over to Brandon McKean. I'm not sure if they meant to set a precedent or not for the other properties involved.

I'm asking the city to please help resolve the property issue with the remaining property owners. I'm not even sure they are aware of the property discrepancy and I have chosen not to involve them. Please review this situation and I would appreciate a recommendation on how to resolve this challenging situation.

I really need to have my property line and the fence line match because of existing fences and fixtures currently in place and in order to avoid future property line issues with either the city or future property owners. I appreciate your attention in this matter.

Sincerely,

Dennis Vest



MEMORANDUM

TO: City Council
DATE: May 28, 2020
FROM: Duane Huffman
RE: **Petition for Land Use Code Text Change For Medical Cannabis Pharmacy**

This memo:

- 1) Reviews the background on the petition filed by *Wholesome Therapy (Cannabis Cultivation) & Canyon 100 N Bountiful, L.C.* for a change to the city's land use code;
- 2) Reviews applicable state code; and,
- 3) Presents the modified positive recommendation made by the planning commission.

Background - Petition Filed by Wholesome Therapy

An application to change the city's land use code text was submitted by Wholesome Therapy on May 1, 2020. As part of the application, Wholesome Therapy invoked the timeline requirements related to petitions involving cannabis production facilities as found in UCA § 10-9a-528(3)(b). The full request is attached with this memo.

Subsequently, Wholesome Therapy withdrew in part their petition. This was done so as to allow the petitioner more time to gather information that was requested by the city. The only portion of the petition that remains is as it relates to medical cannabis pharmacies in the C-G zone.

The proposed text change would:

- ~~a. Add "Cannabis Production Establishment [as defined by Utah Code]" as a permitted use to the A-1 and L-1 zones.~~
- ~~b. Add "Cannabis Production Establishment [as defined by Utah Code]" as a conditional use to the C-G zone.~~
- c. Add "Medical Cannabis Pharmacy [as defined by Utah Code]" as a permitted use in the C-G zone.**

Background - Utah Regulations – Cannabis

Statewide requirements related to cannabis are found in the Utah Code. The following is a summary of applicable regulations on this matter:

- A. UCA § 10-9a-528(3)(b) requires that the city act within 45 days after a petition is made to "prepare and adopt a land use regulation, development agreement, or land use decision" that conforms with state code.

- i. This means that West Bountiful City has until June 15, 2020 to either enact an ordinance that further regulates medical cannabis pharmacies or make a land use decision on the application consistent with current state code.
- B. UCA § 26-61a-507 reviews local control over a medical cannabis pharmacy. It is also attached to this memo.
 - i. Such pharmacies are a permitted use “in any zone, overlay, or district within the municipality except for a primarily residential zone.”
 - ii. A municipality may enact an ordinance that governs the time, place, or manner of medical cannabis pharmacy operations in the municipality (as long as it doesn’t conflict with the state code).

Planning Commission Recommendation

The planning commission discussed this item at their May 12th and May 26th meetings and held a noticed public hearing at the May 26th meeting. Other than from the petitioner, no public comment was received.

The planning commission understood that, per state code, a medical cannabis pharmacy must be a permitted use in the C-G zone. They then undertook an analysis as to whether any time, place, or manner requirements consistent state code would be appropriate for this zone in light of the petition filed by Wholesome Therapy.

The planning commission ultimately voted 3-2 to move forward a positive recommendation on the petitioner’s request with one change: that medical cannabis pharmacies be limited to operating hours between 7 am and 10 pm, the minimum allowed by state law.

An ordinance codifying this recommendation is now presented to the city council for consideration.

The planning commission is now working on a more comprehensive medical cannabis ordinance, and the city expects Wholesome Therapy to re-file a new petition related to medical cannabis production establishments.

WEST BOUNTIFUL CITY

ORDINANCE #425-20

AN ORDINANCE AMENDING WBMC TITLE 17.32 TO ADD MEDICAL CANNABIS PHARMACY AS A PERMITTED USE IN THE COMMERCIAL GENERAL DISTRICT

WHEREAS, Utah Code Annotated §10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Land Use Ordinances;

WHEREAS, U.C.A. § 10-9a-528 requires the city to prepare and adopt a land use regulation, development agreement, or land use decision related to a medical cannabis pharmacy within 45 days of a petition;

WHEREAS, Wholesome Therapy (Cannabis Cultivation) & Canyon 100 N Bountiful L.C. filed a petition for a land use regulation regarding a medical cannabis pharmacy and a cannabis production establishment with West Bountiful City on May 1, 2020;

WHEREAS, Wholesome Therapy (Cannabis Cultivation) & Canyon 100 N Bountiful L.C. withdrew the petition as it related to a cannabis production establishment on May 26, 2020;

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on May 26, 2020 to consider appropriate modifications to Title 17.32.020 ; and,

WHEREAS, the West Bountiful Planning Commission has recommended adoption of proposed amendments to WBMC 17.32.020 that clarify Medical Cannabis Pharmacies are a permitted use in the Commercial General District.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL THAT WBMC SECTIONS 17.32.020 BE MODIFIED AS SHOWN BELOW.

17.32 Commercial General District, C-G

17.32.020 Permitted Uses

The following uses are permitted in C-G commercial general districts:

1. Appliance and small equipment repair, including shoe repair;
2. Drug store;
3. Dry cleaning;
4. General merchandise sales;
5. Offices, business and professional;
6. Personal services;

7. Public and quasi-public institutions;
8. Convenience store;
9. Banking and financial services;
10. Restaurants, cafeterias and fast food eating establishments.
11. **Medical Cannabis Pharmacy, as defined by Utah Code.**

17.32.100 Medical Cannabis Pharmacies

A medical cannabis pharmacy may operate only between the hours of 7 a.m. and 10 p.m., or such other hours as are required by Utah Code.

This ordinance will become effective upon signing and posting.

Adopted this 2nd day of June, 2020.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor & Council

DATE: May 28, 2020

FROM: Cathy Brightwell, Duane Huffman

RE: Restrictions for Flag Lots on Dead End Streets

Planning commission has been discussing restrictions for flag lots on dead end streets for several months after a resident requested a flag lot be included as part of a subdivision he is proposing at 1390 W 1200 North.

After discussion and review, planning commission determined that a dead end street and cul-de-sac are similar. The primary difference is that one is intended to remain permanently closed and the other may or may not remain permanently closed. As the maximum length of a cul-de-sac is 400 feet, the same maximum length should be recognized when determining where the staff of a flag lot can begin on a dead-end street.

A public hearing was held on May 26. The changes below are recommended for approval by planning commission and have been reviewed by Mr. Doxey.

WBMC 16.12.060.5 is proposed to change as follows: *“the staff of the Flag lot cannot extend from intersections, street corners, cul-de-sacs, or **within four-hundred feet of the closed end of a dead end street. If the dead end street has a turnaround at the closed end, the distance will be measured from the center of the turnaround.**”*

16.04.020 Definitions:

Current: "Cul-de-sac" means a street which is designed to remain permanently closed at one end, with the closed end terminated by a vehicular turnaround.

Add new: *“**Dead end street” means a street with only one way in or out. It may or may not have a turnaround for vehicles at the closed end.**”*

16.12.060 Lots

D. Flag lots will only be allowed where traditional lot development is not feasible. Such lots shall meet the following criteria:

1. The staff of the lot shall not be less than twenty feet (20') **wide** and shall not exceed the design length requirements for a cul-de-sac.

WEST BOUNTIFUL CITY

ORDINANCE #426-20

AN ORDINANCE AMENDING WBMC TITLE 16 REGARDING FLAG LOTS ON DEAD END STREETS

WHEREAS, Utah Code Annotated §10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Land Use Ordinances; and

WHEREAS, the West Bountiful Planning Commission is reviewing the City’s Municipal Code for compliance with current federal and state laws, adding clarification, and updating where appropriate; and

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on May 26, 2020 to consider appropriate modifications to Title 16 regarding flag lots on dead end streets; and,

WHEREAS, the West Bountiful Planning Commission has recommended adoption of proposed amendments to WBMC 16.04.020 and 16.12.060.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL THAT WBMC SECTIONS 16.04.020 AND 16.12.060 BE MODIFIED AS SHOWN IN BELOW.

WBMC 16.12.060.5:

*“the staff of the Flag lot cannot extend from intersections, street corners, cul-de-sacs, or **within four-hundred feet of the closed end of a dead end street. If the dead end street has a turnaround at the closed end, the distance will be measured from the center of the turnaround.**”*

16.04.020 Definitions:

Current: "**Cul-de-sac**" means a street which is designed to remain permanently closed at one end, with the closed end terminated by a vehicular turnaround.

Add new: ***“Dead end street” means a street with only one way in or out. It may or may not have a turnaround for vehicles at the closed end.***

16.12.060 Lots

D. Flag lots will only be allowed where traditional lot development is not feasible. Such lots shall meet the following criteria:

1. The staff of the lot shall not be less than twenty feet (20') **wide** and shall not exceed the design length requirements for a cul-de-sac.

This ordinance will become effective upon signing and posting.

Adopted this 2nd day of June 2020.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder



MEMORANDUM

TO: Mayor & Council

DATE: May 28, 2020

FROM: Cathy Brightwell, Duane Huffman

RE: Proposed Changes to A-1 Uses, including Non-Commercial Structures

For several months, the planning commission has been considering changes for permitted and conditional uses in the A-1 zone. The primary issue was to consider storage structures when there is no home on the property. Current zoning code refers only to accessory structures, but the concept of accessory structures is to be “on the same lot *with*, and of a nature customarily *incidental and subordinate to, the principal use or building.*”

The Commission concluded that the best way to handle this issue was to define and include non-commercial structures as a permitted use. The definition clarifies that the structure cannot be used for commercial purposes or as a dwelling and requires a recorded agreement between the city and property owner.

During the review process, several other changes were determined to be appropriate in the list of conditional uses. These include removing natural resource extraction, clarifying that kennels are allowed only as a home occupation, and deleting a duplicate entry for Residential facilities for Elderly Persons.

A redline version from relevant sections of the A-1 zoning code is attached that includes the updated list of permitted and conditional uses, includes a proposed definition for non-commercial structures, and clarifies the setbacks applicable for non-commercial structures.

A public hearing was held on May 26, 2020. No public comments were offered.

The planning commission recommends the changes to WBMC Section 17.16 Agricultural District. A-1 and 17.04 Definitions, as shown on Exhibit A attached to Ordinance 427-20.

WEST BOUNTIFUL CITY

ORDINANCE #427-20

AN ORDINANCE AMENDING WBMC CHAPTERS 17.04 and 17.16 USES IN THE AGRICULTURAL DISTRICT, A-1

WHEREAS, Utah Code Annotated §10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Land Use Ordinances; and

WHEREAS, the West Bountiful Planning Commission is reviewing the City’s Municipal Code for compliance with current federal and state laws, adding clarification, and updating where appropriate; and

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on May 26, 2020 to consider appropriate modifications to Permitted and Conditional Uses in the Agricultural A-1 District; and

WHEREAS, the West Bountiful Planning Commission has recommended adoption of proposed modifications to WBMC Chapters 17.16 regarding permitted and conditional uses in the A-1 District and Chapter 17.04 Definitions.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL THAT WBMC CHAPTERS 17.04 AND 17.16 BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 2nd day of June 2020.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

17.16 Agricultural District, A-1

Exhibit A

17.16.010 Purpose

The purpose of providing the agricultural district A-1 is to promote and preserve in appropriate areas conditions favorable to agriculture and to maintain greenbelt open spaces. This district is intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses harmful to the continuance of agricultural activity. It is also intended to allow and promote conditions favorable to large-lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public utilities.

17.16.020 Permitted Uses

The following uses are permitted in the agricultural districts A-1:

- A. Agricultural;
- B. Single family dwelling;
- C. Farm Animals;
- D. Home Occupations;
- ~~D-E.~~ Non-commercial structure, and
- ~~E-F.~~ Residential facility for persons with a disability.

17.16.030 Conditional Uses

The following uses are conditional in the agricultural district A-1:

- A. Equestrian facilities, commercial stables;
- B. Public or quasi-public uses;
- C. Child day care or nursery (pursuant to Chapter 5.28 Home Occupations);
- D. Flag lots;
- E. ~~Natural resource extraction~~;
- F. Residential facility for elderly persons;
- G. Kennels (pursuant to Chapter 5.28 Home Occupations);
- ~~H. Residential facility for Elderly Persons~~;
- I-I. Restricted Lots (see definitions, Section 17.04.030); and
- J-I. Accessory Dwelling Units (ADU).

17.16.040 Area And Frontage Regulations

The following area and frontage regulations apply in the agricultural district A-1:

- A. The minimum residential lot size shall be one acre; this shall not apply to PUDs which shall be regulated by provisions of Chapter 17.68;
- B. The minimum lot width shall be eighty-five (85) feet;
- C. Any legally created lot at the time of adoption of this zoning code, which is below the requirements for lot area or lot width for the district in which it is located and on which a dwelling would be permitted if the lot met the area requirements of the zoning code, may be used for a single family dwelling if such a lot is located in the (A-1, R1-10, R1-22) zoning district. The width of each of the side yards for such a dwelling may be reduced to a width which is not less than the same percentage of the lot width as the required side yard would be of the

required lot width; provided that in no case shall the smaller of the two side yards be less than five (5) feet nor shall the total width of the two side yards be less than thirteen (13) feet.

17.16.045 Every Dwelling To Be On A Lot; Exceptions

Every dwelling structure shall be located and maintained on a separate lot having no less than the minimum area, width, depth and frontage required by this title for the district in which the dwelling structure is located, except that farm or ranch dwellings, group dwellings, condominiums and other multi structure dwellings, complexes under single ownership and management, which are permitted by this title and have approval by the planning commission, may occupy a single lot.

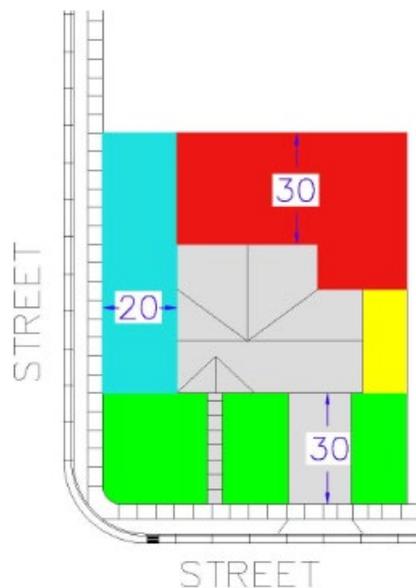
17.16.050 Yard Regulations

The following regulations apply in the agricultural district A-1:

A. Minimum Setbacks. (See diagram below)

1. Front yard. The minimum front yard setback for all structures is thirty (30) feet, except as otherwise allowed in this Code.
2. Side yard. The minimum side yard setback for all structures is ten (10) feet for any one side. Main structures shall have a combined total side setback of twenty-four (24) feet for both sides.
3. Street side yard.
 - a. On a corner lot, the minimum street side yard setback is twenty (20) feet.
 - b. Not ~~withstanding the foregoing, a-accessory~~ structure may be constructed within the street side yard of a corner lot ~~if the-unless the-accessory~~ structure:
 1. Is situated behind the rear line of the main structure and no closer than three (3) feet from the street side lot line;
 2. Is two hundred (200) square feet or less;
 3. Has a maximum height of nine (9) feet measured from the lowest finished ground level to the highest part of the roof; and
 4. Complies with other requirements of this Code.
4. Rear yard.
 - a. The minimum rear yard setback for all main structures is thirty (30) feet.
 - b. The minimum rear yard setback for accessory ~~and non-commercial~~ structures, measured from the rear lot line or side lot line, is six (6) feet, or three (3) feet if the structure is built to fire code standards.
 - c. For purposes of subsections A.4.d and A.4.e. of this section:
 1. "Patio" means a pad or structure no more than twenty-four (24) inches above the lowest adjacent finished ground level that provides outdoor floor space and does not require a railing under applicable building codes.
 2. "Deck" means a structure higher than twenty-four inches above the lowest adjacent finished ground level that provides outdoor floor space and requires a railing under applicable building codes.

- d. A deck may encroach into the rear yard setback as long as it meets the following requirements:
 1. No portion of the deck is less than twenty-five (25) feet from the rear property line;
 2. The deck is no closer to a side lot line than the minimum required side yard or street side yard setback for the main structure;
 3. The deck does not encroach more than 200 square feet into the setback area;
 4. The floor of the deck is no higher than the highest finished floor of the main structure;
 5. The portion of the deck that extends into the rear yard setback is not covered; and
 6. The railing is no more than forty-eight (48) inches high and is less than twenty-five percent (25%) transparent.
- e. A patio roof may encroach into the rear yard setback as long as it meets the following requirements:
 1. The patio floor surface is no higher than the lowest finished floor elevation;
 2. No portion of the roof is less than twenty-five (25) feet from the rear property line;
 3. The roof is no closer to a side lot line than the minimum required side yard or street side yard setback for the main structure;
 4. The roof does not encroach more than two-hundred (200) square feet into the setback area;
 5. The highest point of the roof is no higher than the adjacent roof the the dwelling or eighteen (18) feet above the patio, whichever is lower;
 6. No wall, fence, or railing is required or constructed along any part of the patio; and
 7. The patio and roof meet all building code requirements.



- B. Distance between main structures and accessory buildings. The minimum distance between all main structures and accessory structures shall be eight (8) feet.

- C. No building on recorded easements. No main structure, non-commercial structure, or permanent accessory structure shall be built on or over any recorded easement such as a public utility easement.
- D. Lot standards and street frontage. Except as otherwise provided in this title, every lot hereafter created or modified shall have such area, width and depth as is required by this title for the district in which such lot is located and shall have frontage upon a public street before a building permit may be issued.
- E. Yard space for one building only. No yard or open space on a property shall be considered as providing a yard or open space for a building on an adjacent property.
- F. Area of structure and accessory building. No accessory structure, non-commercial structure, or group of structures in any residential district shall cover more than thirty-five percent (35%) of the rear yard or, on a corner lot, the combined rear yard and street side yard behind the main structure.
- G. Sales or lease of space. No space needed to meet the width, yard, area, coverage, parking or other requirements of this title for a lot or building may be sold or leased away from such lot or building.
- H. Other building and structure restrictions. No structure, including any structure exempt from a building permit, shall be allowed in any part of a required front, side, or street side yard setback, except that landscape enhancements, such as trellises and arbors, shall be allowed subject to other applicable regulations. Any such landscape enhancement in the front, side, or street side yard shall be limited to a gross area of ten (10) square feet or less, a width no greater than sixty (60) inches, and a height no greater than ninety-six (96) inches and shall be subject to applicable site triangle area restrictions.

17.16.060 Height Regulations

- A. Maximum height of structures. No structure shall be erected to a height greater than thirty-five (35) feet as measured from the lowest finished ground level to the highest part of the roof, except as otherwise provided in this section.
 - 1. The height of a main structure in this district may be increased to a maximum of forty (40) feet if, for every foot of height in excess of thirty-five (35) feet, the structure is set back an additional one (1) foot beyond the minimums required by the chapter in the rear yard, side yards, and as applicable, street side yard.
 - 2. The height of an accessory or non-commercial structure in this district may be increased to a maximum of forty (40) feet subject to the same requirements listed in subsection A.1. of this section.
- B. Additional height allowed. Public buildings and quasi-public buildings may be erected to a height greater than thirty-five (35) feet when approved as a conditional use by the planning commission.
- C. Exceptions to height limitations. Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limits herein prescribed, but no space above the height limit shall be allowed for the purpose of providing additional floor space, and such increased height is subject to all other ordinances and regulations of the city.

D. Minimum height of dwellings. No dwelling shall be erected to a height less than one story above grade.

17.16.070 Density

The maximum net density allowed shall be one unit per acre.

17.04.030 Definitions

"**Building**" means any structure used or intended to be used for the shelter, recreation, landscape enhancement or enclosure of persons, animals or property; includes all "structures.

"**Main building**" or "**main structure**" means the principal or primary building or structure on a lot for purposes of the lot's principal use."

"**Accessory building**" or "**accessory structure**" means any building or structure on a lot that is *other than or ancillary to the main building or structure*.

"**Accessory use or building**" means a use or building on the *same lot with*, and of a nature customarily incidental and subordinate to, *the principal use or building*.

"**Non-commercial structure**" means a structure that: (1) is not designed or used for commercial purposes, (2) is not designed or used as a dwelling, (3) is not accessory to a principal building or use on the same lot, and (4) is not a landscape enhancement such as an arbor or trellis. Such conditions will be stipulated in a recorded agreement between the city and property owner. If a principal building or use is established on the same lot as a non-commercial structure, the non-commercial structure will be deemed an accessory structure subject to all regulations governing accessory uses, buildings, or structures.

MEMORANDUM



TO: Mayor and City Council

DATE: May 28, 2020

FROM: Duane Huffman

RE: **Employer Pick Up of Employee Contribution for the New Public Safety and Firefighter Tier II Contributory Retirement System**

This memo introduces and recommends adoption of a resolution affirming that West Bountiful City will pick up (pay) the employee portion of the newly enhance Tier II retirement system for the city's police officers.

For reference and explanation, I have attached two pages from a recently published newsletter from the URS. Funding for this was included in the tentative budget.

Tier 2 Public Safety & Firefighter Enhancements

Pick-Ups: Questions & Answers

Enhancements to Tier 2 Public Safety & Firefighter retirement benefits will take effect beginning July 1, 2020. They apply to new and current employees in the Tier 2 Public Safety & Firefighter Retirement system for benefits earned on or after July 1, 2020.

Due to the cost of the plan enhancements, contributions to the Tier 2 Public Safety & Firefighter Hybrid plan will be made by the employer (14%) and the employee (2.27%) for a total of 16.27%.

However, an employer may “pick-up” the employee’s portion of the retirement contribution and treat it as an employer contribution under [IRS Code Section 414\(h\)\(2\)](#).

These changes do not open a new window for employees who have worked beyond a year to change their selections between the [Hybrid Option](#) and [401\(k\) Option](#). The choice that is made during the first year remains irrevocable.

Helpful Links About Employer “Pick-Ups”

- » [IRS Guidance on Employer “Pick-Up” Contributions to Benefit Plans](#)
- » [Revenue Ruling 2006-43](#)
- » [Section 414\(h\)\(2\) of IRS Code](#)
- » [Senate Bill 129 \(2019\)](#)
- » [Senate Bill 56 \(2020\)](#)

IRS Guidance

The IRS provides guidance regarding [Employer “Pick-Up” Contributions to Benefit Plans](#). The following are some key points from the IRS guidance:

What is a “pick-up”?

» An employer may elect to pay the employee contributions on behalf of the employee. If an employer decides to pay the employee contributions on behalf of the employee, it is considered a “pick-up”.

How does an employer “pick-up” the contributions?

- 1.** Formal action must be taken. If an employer wishes to take formal action so the employee does not pay contributions beginning with the new rates on July 1, 2020, the action must be completed by July 1. If an employer does not wish to “pick-up” employee contributions by July 1, they may do so at a later date, but may only “pick-up” prospective contributions.
- 2.** The formal action must be noted through contemporaneous documentation (e.g. resolution, minutes, etc.).
 - a.** The formal documentation must show that the “pick-up” is not offered as a cash or deferred election.
 - b.** It must be mandatory for all employees in the select group affected.

See ‘PICK-UPS’, Page 4

‘PICK-UPS’

Continued from Page 3

3. An employer must complete and submit the URS [“Employer Election To Pick-Up Member Contributions: Tier 2 Public Safety and Firefighter” form](#).

What are the tax considerations?

Employee contributions to a defined benefit plan are treated as after-tax contributions, which are subject to income tax and social security and Medicare tax (FICA) purposes.

» If an employer “picks-up” the employee contributions and certain tests are met, then the employee contributions are considered employer contributions and excludable from gross income. The IRS looks for a couple of tests to be met to meet this consideration:

- › The employer specifies that the contributions, although designated as employee contributions are being paid by the employer. For this purpose, the employer must take formal action to show that the contributions on behalf

Webinar: Understanding Pick Ups

Join us for a [webinar](#) at **10 a.m., Wednesday, April 15, 2020**, about the Tier 2 Public Safety & Firefighters’ Employer Pickup Elections. If you’re unable to join us, the recorded webinar will be available in the [Employer Knowledge Corner](#) within two days following the live presentation.

of a specific class of employees will be paid by the employer.

- › There is no cash or deferred election right with respect to designated employee contributions.

» As long as the “pick-up” is not part of a salary reduction arrangement, it may be excluded from FICA taxes. The “pick-up” must be a salary supplement.

» [See IRS: Employer “Pick-Up” Contributions to Benefit Plans](#) for additional information.

Other Information

What does this mean for employees who have chosen the 401(k) Option?

» [1st Substitute Senate Bill 56 \(2020\)](#), “Public Safety and Firefighter Tier II Retirement Enhancements” states that an employer who elects to “pick-up” contributions for members who have selected the Hybrid Option must also make an additional non-elective contribution to members who have selected the 401(k) Option equal to the “pick-up” amount.

Do you have a sample resolution?

» The state’s formal action as an employer is one example. [H.C.R. 9 – “Concurrent Resolution Authorizing State Pick Up of Public Safety and Firefighter Employee Retirement Contributions”](#) is from the 2020 legislative General Session.

This article is intended for general information purposes only and does not and is not intended to constitute legal or tax advice. Consult with legal counsel to determine how laws or decisions discussed herein apply to your specific circumstances. ■

WEST BOUNTIFUL CITY

RESOLUTION #470-20

A RESOLUTION AUTHORIZING CITY PICK UP OF PUBLIC SAFETY AND FIREFIGHTER EMPLOYEE RETIREMENT CONTRIBUTIONS

WHEREAS, the city employs employees who are eligible for and participate as members in the New Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems;

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions;

WHEREAS, the city desires to formally pick up a portion of the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all state employees participating in the New Public Safety and Firefighter Tier II Contributory Retirement System; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Bountiful City declares that beginning July 1, 2020, the city shall prospectively pick up and pay required employee contributions for all city employees who are members of the New Public Safety and Firefighter Tier II Contributory Retirement System, subject to a maximum of 2% of compensation for each employee.

BE IT FURTHER RESOLVED that the picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked up contributions are a supplement and not a salary reduction to the city employees who are eligible for and participating members in the New Public Safety and Firefighter Tier II Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick up, a city employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city on behalf of its employees to the Utah Retirement Systems.

EFFECTIVE DATE. This resolution takes effect on July 1, 2020,

Passed and approved by the City Council of West Bountiful City this 2nd day of June 2020.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder



MEMORANDUM

TO: Mayor and City Council

DATE: May 28, 2020

FROM: Duane Huffman

RE: **Interlocal Agreement Amendment – Utah Risk Management Agency (formerly URMMA)**

This memo introduces and recommends adoption of the proposed First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency. The city's legal counsel was involved in the review of agreement.

The amended agreement is essentially a technical clean-up of outdated provisions from the original 1985 interlocal agreement that created the entity. The following is a summary of the updates:

1. Name: The name of the organization was changed for two reasons; 1) the organization has been going by the name Utah Risk Management Mutual Association, however the actual legal name per the 1985 Interlocal Agreement is Utah Municipal Risk Management Association, 2) Utah Statute defines an "association" as a homeowners group, a group of elected officials or a group related to school activities we do not meet any of these definitions.
2. Statutes: The 1985 Interlocal Agreement has never been updated and the Utah Statutes have changed since 1985. There were several statutory references that needed to be amended, updated, or included to become compliant with the current Utah Interlocal Cooperation Act.
3. Executive Committee: The language in the 1985 Interlocal Agreement limited the Executive Committee membership to (9) persons. However, we have been operating with (10) persons on that committee. This change was to allow the Board of Directors to determine the number of persons who serve on the Executive Committee, not have a pre-determined number.
4. Bonding: The 1985 Interlocal Agreement requires "all officers, agents and personnel" to be bonded. The language was amended to require bonding per the Utah statutes.
5. Secretary and Treasurer Appointments: The 1985 Interlocal Agreement recognizes the positions of the Treasurer and Secretary of the organization. One provision of the 1985 Interlocal Agreement states that the "board" will appoint those positions, another provision of the 1985 Interlocal Agreement states that the "Executive Director" appoints those positions. The actual practice has been that of the Executive Director appointing those positions. The language in the First Amended and Restated Interlocal Agreement removes

the contradictory provision(s) and places the responsibility on the Executive Director consistent with past and current practice.

6. Amending Process: The 1985 Interlocal Agreement did not contain the statutory language regarding the process for amending the Interlocal Agreement. The new Interlocal Agreement defines that process. At the recommendation of the city attorney review group, the board adopted a provision in Article 30, Section 30.2 that allows the Board of Directors upon unanimous vote to make small or insignificant changes to the Interlocal Agreement without having to bring it back to each city council every time.
7. Structure, Punctuation: Additional, there were non-content related structural changes to the document i.e. punctuation, page numbering, spelling and grammatical corrections, etc.

WEST BOUNTIFUL CITY

RESOLUTION #469-20

A RESOLUTION APPROVING FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, permits two or more public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and to do anything they are each authorized by statute to do;

WHEREAS, Utah Code Ann. §11-13-203 provides that two or more Utah public agencies may enter into an agreement to approve the creation of a Utah interlocal entity to accomplish the purpose of their joint or cooperative action;

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a governmental entity may purchase commercial insurance, self-insure, or self-insure and purchase excess commercial insurance;

WHEREAS, Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys' fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon;

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections and additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency ("First Amended Agreement").

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY found in Exhibit A is hereby adopted.

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

Passed and approved by the City Council of West Bountiful City this 2nd day of June 2020.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE
UTAH RISK MANAGEMENT AGENCY

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**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE
UTAH RISK MANAGEMENT AGENCY**

THIS AGREEMENT is made and entered into in the State of Utah among the Members of the Utah Risk Management Agency, a political subdivision of the State of Utah. Each party agrees to abide by the terms of this agreement. The parties to this agreement are collectively referred to as “Members” or “parties” and individually as “Member” or “party.”

RECITALS

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, permits two or more public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and to do anything they are each authorized by statute to do;

WHEREAS, Utah Code Ann. §11-13-203 provides that two or more Utah public agencies may enter into an agreement to approve the creation of a Utah interlocal entity to accomplish the purpose of their joint or cooperative action;

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a governmental entity may purchase commercial insurance, self-insure, or self-insure and purchase excess commercial insurance;

WHEREAS, Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys’ fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon;

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections and additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency (“First Amended Agreement”).

Now, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties mutually hereto agree as follows:

ARTICLE 1 (Definitions)

1.1 The following definitions shall apply to the provisions of this First Amended Agreement:

- (a) “Agency” shall mean the Utah Risk Management Agency;
- (b) “Board of Directors” or “Board” shall mean the governing body of the Agency;
- (c) “Claims” shall mean demands made against the Agency or its Members arising out of occurrences which are within the Agency’s Joint Protection Program;
- (d) “Excess insurance” shall mean that insurance which may be purchased on behalf of the Agency to protect the funds of the Agency against catastrophes or an unusual frequency of losses during a single year;
- (e) “Executive Director” shall mean the person appointed by the Board of Directors who is the chief executive officer of the Agency, and is responsible for, among other things, the management and administration of the Joint Protection Program of the Agency;
- (f) “Fiscal year” shall mean that period of twelve months which is established as the fiscal year of the Agency;
- (g) “Joint Protection Program” shall mean the program of establishing the risk protection provided for in this First Amended Agreement;
- (h) “Risk Coverage” shall mean and include joint protection through a funded program or any commercial insurance contract.

ARTICLE 2 (Purposes)

2.1 This First Amended Agreement is entered into by the Members to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of Members’ losses, and to decrease the cost incurred by Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in operating the Agency and administering the Joint Protection Program, whereby Members pool their resources to protect against losses and claims, jointly purchase excess insurance (if available) and obtain administrative services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

ARTICLE 3 (Non-Wavier of Immunity)

3.1 It is the express intent of the Members in entering into this First Amended Agreement that they do not waive and are not waiving any immunity or limitation on liability provided to the Members or their officials, employees, or agents by any law, including any such

immunity or limitation appearing in the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 *et seq.*

ARTICLE 4 (Parties to Agreement)

4.1 Each party to this First Amended Agreement certifies that it intends to and does contract with all other Members that are signatories of this First Amended Agreement and, in addition, with such other Members as may later be added to and become signatories of this First Amended Agreement pursuant to Article 23. Each party to this First Amended Agreement also certifies that the deletion of any Member from this First Amended Agreement, pursuant to Articles 24 and 25, shall not affect this First Amended Agreement nor such party's intent to contract with the other parties to the First Amended Agreement then remaining.

ARTICLE 5 (Term of Agreement)

5.1 This First Amended Agreement shall become effective upon:

- (a) submission, approval, and execution of this First Amended Agreement by each Member's governing body and in accordance with Utah Code Ann. §11-13-202(2);
- (b) review and approval by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
- (c) filing of this First Amended Agreement with the person who keeps each Member's records.

5.2 The term of this First Amended Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, unless renewed as permitted by law, or until the Members dissolve the Agency.

ARTICLE 6 (Creation of Agency)

6.1 The Agency, a separate and independent governmental organization, was formed by agreement by Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-1 *et seq.*

ARTICLE 7 (Powers of Agency)

7.1 The Agency has the powers common to governmental entities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To incur debts, liabilities or obligations;

- (c) To acquire, hold, or dispose of: property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (d) To sue and be sued in its own name; and
- (e) To exercise all powers necessary and proper to carry out the terms and provisions of this First Amended Agreement, or otherwise authorized by law.

All powers of the Agency shall be exercised pursuant to the terms hereof, the By-Laws, and any governing laws.

ARTICLE 8 (Voting Rights of Members)

8.1 All votes of the Agency shall be weighted votes. Each Member shall be entitled to one vote for each One Thousand Dollars (\$1,000.00) of contribution paid by that Member for the Joint Protection Program coverage then in effect. The votes will be calculated and implemented effective July 1st of each year.

ARTICLE 9 (Liabilities and Obligations of the Agency)

9.1 This First Amended Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Agency, said performance may be offered in satisfaction of the obligation or responsibility.

ARTICLE 10 (Board of Directors)

10.1 The Agency shall be governed by a Board of Directors, which is composed of a representative from each Member. The Board of Directors shall be an elected or appointed official of the Member. The manner of filling vacancies on the Board of Directors as well as the powers and responsibilities of the Chairman of the Board is established in the By-Laws.

10.2 The Board of Directors shall determine the number of members to serve on the Executive Committee and may delegate an Executive Committee such powers and responsibilities as the Board deems appropriate. The composition, manner of selection, and powers and responsibilities of the Executive Committee are established in the By-Laws.

10.3 In all matters voted upon by the Board of Directors, each member of the Board may cast the same number of votes as the Member they represent may cast under Article 8.

ARTICLE 11 (Powers and Duties of the Board of Directors)

11.1 The Board of Directors of the Agency shall have the following powers and duties:

- (a) The Board of Directors shall appoint an Executive Director and any other officers as appropriate;

- (b) The Board of Directors shall determine and select a Joint Protection Program for the Agency;
- (c) The Board of Directors shall determine and select all coverage, including excess insurance (if available), necessary to carry out the Joint Protection Program of the Agency;
- (d) The Board of Directors shall have authority to contract for or develop various services for the Agency, including claims adjusting, legal services, loss control, and risk management consulting services;
- (e) The Board of Directors shall cause to be prepared the operating budget of the Agency for each fiscal year;
- (f) The Board of Directors shall have the authority to appoint committees;
- (g) The Board of Directors shall receive and act upon reports of appointed committees and the Executive Director;
- (h) The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Agency, including the “borrowing” of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so “borrowed” according to this provision shall be reimbursed by the Agency for that employee’s time spent or services rendered on behalf of the Agency;
- (i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the Agency;
- (j) The Board of Directors shall provide for the investment and disbursement of funds;
- (k) The Board of Directors shall receive and review periodic accountings of all funds of the Agency;
- (l) The Board of Directors shall have the authority to establish contributions by the Members;
- (m) The Board of Directors shall have the authority to establish criteria for new Members;
- (n) The Board of Directors shall have the authority to admit new Members on such terms and conditions as it deems appropriate;
- (o) The Board of Directors may establish membership standards that promote commitment to the Agency’s risk management requirements;
- (p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure consistent with the By-Laws;
- (q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;
- (r) The Board of Directors shall have other powers and duties that are necessary for the operation or dissolution and winding up of the Agency and for the

implementation of the By-Laws subject to the limits of this First Amended Agreement and the By-Laws.

ARTICLES 12 (Meetings of the Board of Directors)

12.1 The Board of Directors shall provide for its regular, adjourned regular, special and adjourned special meetings. Such meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. The Board should hold at least one regular meeting annually.

12.2 Meetings may be conducted by telephonic or other technological means of communication in accordance with the Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq.*

12.3 The Secretary of the Agency shall cause minutes of regular, adjourned regular, special, and adjourned special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be available to each member of the Board.

12.4 The presence of Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of the business, except that less than a quorum may adjourn from time to time. A majority vote of the total votes entitled to be cast by Board members shall constitute action by the Board.

ARTICLE 13 (Meetings of Members)

13.1 The frequency, format, method of voting, quorum requirements, and other rules governing Member meetings are established by the By-Laws of the Agency.

ARTICLE 14 (Officers, Agents and Personnel of the Agency)

14.1 Executive Director. The Executive Director shall be appointed by the Board and shall have the general administrative responsibility for the activities of the Joint Protection Program. The Executive Director is the chief executive officer of the Agency, and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Agency, and shall have such other and related duties as may be prescribed by the Board of Directors or the By-Laws.

14.2 Secretary. The Secretary shall be appointed by the Executive Director and shall be responsible for all minutes, notices and records of the Agency and shall perform such other duties as may be assigned by the Executive Director.

14.3 Treasurer. The Treasurer shall be appointed by the Executive Director and confirmed by the Board. The duties of the Treasurer are set forth in Articles 17 and 18 of this First Amended Agreement.

14.4 Legal Counsel. The Executive Director may select an attorney for the Agency who may be a Member employee, or the Executive Director may employ independent counsel as the attorney for the Agency. The attorney shall serve at the pleasure of the Executive Director.

14.5 Other Officers, Agents, and Personnel. The Executive Director shall have the power to appoint such other officers, agents and personnel as may be necessary in order to carry out the purposes of this First Amended Agreement.

14.6 Terms of Office, Removals and Resignations, Filling of Vacancies. Terms of office, provisions for removal and resignation, and provisions for filling vacancies, and so forth are established by the By-Laws.

ARTICLE 15 (Joint Protection Program Coverage)

15.1 The Joint Protection Program coverage provided for Members by the Agency may include protection for Personal Injury, Property Damage, Errors and Omissions, Comprehensive Liability, Property Insurance coverages, and such other types of coverage required by law or adopted by the Board of Directors.

15.2 The Agency shall maintain a Joint Protection Program limit for Members determined by the Board of Directors to be appropriate. The Board of Directors may arrange for the purchase of insurance for Members interested in obtaining additional coverage above this limit, at additional cost and fees to those participating Members.

15.3 The Board of Directors may arrange for the purchase of any insurance deemed necessary to protect the funds of the Agency against catastrophes.

15.4 Each Member shall be required to purchase the Joint Protection Program coverages defined by the Board of Directors as the “core joint protection coverage package.” The Agency may provide other coverage to Members in addition to the core joint protection coverage package.

15.5 The requirements of Section 15.4 may be waived by the Board at its option or, for the first year of membership of any Member, the requirements of Section 15.4 may be waived if that Member has otherwise purchased coverage.

ARTICLE 16 (Development of the Joint Protection Program)

16.1 The Board of Directors shall develop criteria for determining each Member's annual share of pooled losses, capitalization needs, expenses, and contribution to a catastrophe fund which may include the Member's individual loss experience and such other criteria as the Board of Directors may determine to be relevant.

16.2 The annual calculation of the amount of estimated contributions for the up-coming fiscal year will be provided when requested by each Member.

ARTICLE 17 (Accounts and Records)

17.1 Annual Budget. The Agency shall annually adopt an operating budget, pursuant to Article 11 of this First Amended Agreement.

17.2 Funds and Accounts. The Treasurer of the Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Board of Directors. Books and records of the Agency in the hands of the Treasurer shall be open to any inspection at all reasonable times by Member representatives.

17.3 Treasurer's Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board.

17.4 Annual Audit. The Board of Directors shall provide for a certified, annual audit of the accounts and records of the Agency, which audit shall conform to generally accepted auditing standards. Such audit of the accounts and records made by a Certified Public Accountant(s) shall be open to any inspection at all reasonable times by Member representatives. Any costs of the audit, including contracts with, or employment of Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Agency and shall be included within the term "administrative costs."

ARTICLE 18 (Responsibility for Monies)

18.1 The Treasurer of the Agency or their designee shall have the custody of and shall disburse the Agency's funds. The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the Executive Director.

18.2 A bond in the amount set by the Board of Directors shall be required of personnel of the Agency consistent with Utah law. The cost of such bond will be paid by the Agency.

18.3 The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Agency, including accounts of its assets, liabilities, receipts and disbursements, and shall have such other duties as are provided for in this First Amended Agreement or by law.

ARTICLE 19 (Responsibilities of the Agency)

19.1 The Agency shall have the responsibility to:

- (a) Provide coverage as agreed upon and deemed necessary, including a self-protection fund and commercial insurance, as well as excess coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;
- (b) Assist Members in obtaining insurance coverage for risks not included within the core coverage of the Agency;
- (c) Assist each Member's designated risk manager with the implementation of that function within the Member organization;

- (d) Provide risk management related services to Members as deemed appropriate;
- (e) Provide claims adjusting and subrogation services for claims covered by the Agency's Joint Protection Program;
- (f) Provide loss runs and other loss control information and services as deemed appropriate;
- (g) Provide for the defense of any civil action or proceeding brought against any officer, employee, board member, or other agent of the Agency, in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Agency;
- (h) Act in all other manners deemed necessary and appropriate by the Board of Directors in order to carry out the purpose of this First Amended Agreement.

ARTICLE 20 (Responsibilities of Members)

20.1 Each Member shall have the responsibility to:

- (a) Pay its contribution and any other assessments promptly to the Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date;
- (b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time;
- (c) Designate a voting representative and alternate for Member meetings. A Member's voting representative must be an elected official, employee or officer of the Member organization but may be changed from time to time. Each Member shall submit in writing the name of its voting representative and alternate to the Board of Directors;
- (d) Appoint an employee of the Member to be responsible for the risk management function within that Member organization and to serve as a liaison between the Member and the Agency as to risk management;
- (e) Provide the Agency with all information or assistance as may be necessary for the Agency to carry out the Joint Protection Program adopted by the Board of Directors, which includes reporting to the Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Member's accidental loss, and providing the Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties;
- (f) Allow the Agency reasonable access to all facilities of the Member organization and all records relating to the operation of the Agency;

- (g) Report to the Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the Agency being required to consider a claim against the Member, its agent, officer, or employees, or for casualty losses to the Member's property within the scope of coverage undertaken by the Agency;
- (h) Allow attorneys or other persons designated by the Agency to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by the Agency;
- (i) Cooperate with and assist the Agency, its attorneys, claims adjusters, and insurers, and any other agent, employee, or officer of the Agency in all matters relating to the Agency, and comply with all By-Laws, rules, and regulations adopted by the Board of Directors.

ARTICLE 21 (Effective Date of the Interlocal Agreement)

(Intentionally Omitted)

ARTICLE 22 (Commencement of Operations)

(Intentionally Omitted)

ARTICLE 23 (Membership)

23.1 New Members may be admitted to the Agency upon approval of the Board of Directors and execution of a counterpart of this First Amended Agreement.

23.2 Members entering under this Article will pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their contributions.

23.3 As set forth in Article 11, the Board of Directors establishes the criteria for new Members and has the authority to admit new Members on such terms and conditions as it deems appropriate.

ARTICLE 24 (Withdrawal)

24.1 A Member that enters the Joint Protection Program may not withdraw as a party to this First Amended Agreement and as a member of the Agency for a one-year period beginning on the effective date of membership.

24.2 After the initial one-year noncancelable membership in the program, a Member may withdraw only at the end of any fiscal year, provided it has given the Agency a twelve-month written notice of its intent to withdraw from this First Amended Agreement and the Joint Protection Program.

24.3 Any Member that has formally provided its notice of intent to withdraw its membership in the Agency shall:

- (a) not be able to rescind its withdrawal notice without the approval of the Board of Directors;
- (b) pay or repay the Agency any monies owing to the Agency even though the Member has withdrawn or is withdrawing; and
- (c) not serve as a member of the Executive Committee or any other Agency committees.

ARTICLE 25 (Cancellation)

25.1 The Agency shall have the right to cancel any Member's participation in the Joint Protection Program upon a two-thirds (2/3) vote of the entire Board of Directors giving ninety (90) days written notice to that Member. Any Member so cancelled, on the effective date of the cancellation, shall for the purposes of Article 26, be treated as if it had voluntarily withdrawn.

ARTICLE 26 (Effect of Withdrawal)

26.1 The withdrawal of any Member from this First Amended Agreement shall not terminate this First Amended Agreement.

26.2 The withdrawal of any Member after the effective date of the Joint Protection Program shall not terminate that Member's responsibility to make any contributions or payments owing to the Agency.

ARTICLE 27 (Termination and Distribution)

27.1 This First Amended Agreement may be terminated by the written consent of the Members having two thirds (2/3) of the voting rights of the Association, provided, however, that this First Amended Agreement and the Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Agency.

27.2 Upon termination of this First Amended Agreement, all assets of the Agency shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 24 of this First Amended Agreement, but not including Members cancelled pursuant to Article 25, in accordance with and proportionate to their contribution payments and property (at market value when received) contributions made to the Agency. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this First Amended Agreement has been finally disposed of.

27.3 The Board of Directors is vested with all powers of the Agency for the purpose of winding up and dissolving the business affairs of the Agency.

ARTICLE 28 (Provision for By-Laws and Manual)

(Intentionally Omitted)

ARTICLE 29 (Notices)

29.1 Notices to Members hereunder shall be sufficient if delivered in writing to the designated representative of the respective Member, at the address provided.

ARTICLE 30 (Amendment)

30.1 Except as described in Section 30.2, this First Amended Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be:

- (a) submitted, approved, and executed by each Members' governing body and in accordance with Utah Code Ann. §11-13-202(2);
- (b) reviewed and approved by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
- (c) filed with the person who keeps each Member's records.

30.2 The Board of Directors may amend this First Amended Agreement without following the procedures of Section 30.1 if the proposed amendment is minor, insignificant, or clerical. The Board's decision to amend this Agreement must be unanimous.

ARTICLE 31 (Prohibition Against Assignment)

31.1 No Member may assign any right, claim, or interest it may have under this First Amended Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Agency.

ARTICLE 32 (Severability Clause)

32.1 If any article, provision, clause, or other part of this First Amended Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of other articles, clauses, applications, or occurrences, and this First Amended Agreement is expressly declared to be severable.

ARTICLE 33 (Agreement Complete)

33.1 This First Amended Agreement, along with the Agency's By-Laws, constitute the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in either this First Amended Agreement or the Agency's By-Laws. This First Amended Agreement may be executed in counterparts, each of which will be deemed an original and all of

which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

ARTICLE 34 (Liability and Indemnification)

34.1 The Agency's Board of Directors, officers, and employees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties.

34.2 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted, provided the action was made, taken, or omitted in good faith.

34.3 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted by any other person.

34.4 Agency funds shall be used to defend and indemnify the Agency's Board of Directors, officers, and employees against claims made against them, provided the claims arise out of their operation of, administration of, or involvement with the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended Agreement by authorized officials thereof on the date indicated on the following pages.

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, May 19, 2020**, at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah. This meeting was held in-person and electronically via Zoom.

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom (via Zoom), James Bruhn, Kelly Enquist (joined during item #6), Mark Preece and Rod Wood

STAFF: Duane Huffman-City Administrator, Steve Doxey-City Attorney, Todd Hixson-Police Chief, Steve Maughan-Public Works Director, and Cathy Brightwell-Recorder

VISITORS: Alan Malan, Adam & Chelsea Winegar, Dino Pasqua, Steve Maxwell, Bruce Baird, Dennis Vest, Tonja Schenk

Mayor Romney called the regular meeting to order at 7:32 pm. Rod Wood provided an invocation; Mark Preece led the Pledge of Allegiance.

1. Approve Agenda

Duane Huffman suggested item 11 be moved to follow item 7.

MOTION: *James Bruhn made a Motion to approve the agenda with the changes proposed. Rod Wood seconded the Motion which PASSED by a unanimous vote of all members present.*

2. Public Comment – None

3. Resolution 467-20 – A Resolution appointing Dell Butterfield to the Emergency Preparedness Advisory Committee.

MOTION: *Mark Preece made a Motion to approve Resolution 467-20 as described above. Rod Wood 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 – Absent	

4. Request to Amend Plat for Swallow Haven Subdivision – Lot 126, Phase 1, Birnam Woods and Lot 40, Plat C Hillwest Subdivision by the Nelsons and Johnsons.

Tom & Lisa Nelson, owners of Lot 126, Phase 1, Birnam Woods subdivision at 2032 N 680 West and Marcus & Stacy Johnson, owners of Lot 40, Plat C, Hillwest subdivision at 2033 N

48 600 West have requested to modify plat boundaries such that the Nelson's lot will be larger.
49 Irrigation and public utility easements will remain in place until they can be relocated.

50 No new lots are created with this amendment and each lot will continue to meet the
51 minimum requirements for the R-1-10 zone.

52
53 **MOTION:** *Mark Preece made a Motion to approve the Plat Amendment for the*
54 *Nelsons and Johnsons as described above. Rod Wood seconded the Motion*
55 *which PASSED with unanimous vote of all members present.*

56
57 **5. Public Hearing – Petition for Disconnection Submitted by the Smith Family, Owners**
58 **of Real Property identified as Parcel 06-030-0047 located at 1818 W 400 South.**

59
60 **MOTION:** *James Bruhn made a Motion to open the public hearing. Mark Preece*
61 *seconded the Motion which PASSED by a unanimous vote of all members*
62 *present.*

63
64 Duane Huffman explained that petition to disconnect a parcel of land from the city
65 boundaries is a rare land use action. It is a legislative decision governed by Utah Code Ann. §10-
66 2-501 et seq.

67 The property in question appears to have been originally annexed into West Bountiful in
68 1999. At the time, it was part of a larger parcel owned by Security Investment LTD. The original
69 petition for annexation includes the signature of Mary Hepworth as a representing partner of
70 Security Investment LTD. Staff is not aware of any challenges to the annexation at the time or
71 since.

72 Wayne Budge, representing the Smith family described the family's land configuration
73 after the Legacy Parkway was built. The family has used the land to raise cattle since the 1940's.
74 In 2008, it was determined by the court that two acres annexed into West Bountiful were owned
75 by the Smith family instead of Security Investment. The remaining land is in unincorporated Davis
76 County.

77 Mr. Budge noted that the Smith's intent is not to cause confusion or problems with this
78 request. The family believes that West Bountiful does not provide services, road maintenance or
79 access to the property. The family would like all their land to be under the same designation rather
80 than split by jurisdictions. He added that there is no petition or application for annexation pending
81 with any other city at this time.

82 There was general discussion about recent development concept meetings with Woods
83 Cross City. Mr. Budge said they are collecting information and want to leave all options open.
84 They prefer to have all their property in one city and are happy to talk with anyone. Several older
85 family generations have preferred to hold discussions with Woods Cross but that could change as
86 newer generations get involved. At this time, they plan to leave the property in unincorporated
87 Davis County.

88 Council member Ahlstrom asked Mr. Budge to address criteria about not leaving a
89 peninsula or island. Mr. Budge responded by referring to case law. The city council asked Mr.
90 Steve Doxey to review the case law and how it would apply to this situation.

91 Duane Huffman explained that the boundary of the joint CDA covered the unincorporated
92 area, but that the 2 acre parcel was included in the West Bountiful CDA, and that more research
93 was needed to understand how a potential disconnection would affect both CDAs.

94 The council has 45 days from this meeting to make a determination. Mr. Doxey and Mr.
95 Huffman will continue researching the issues brought up in the discussion.

96
97 There were no additional public comments.

98
99 **MOTION:** *Mark Preece made a Motion to close the public hearing. Rod Wood*
100 *seconded the Motion which PASSED by a unanimous vote of all members*
101 *present.*

102
103 **6. Petition for Disconnection Submitted by the Smith Family for Davis County Parcel**
104 **06-030-0047.**

105
106 Duane Huffman explained that a written decision should be provided once the city council
107 make a determination, either in the form of an ordinance approving the request or with written
108 findings as to why it is denied. The city has forty-five days to issue a decision and will work
109 diligently to get it resolved.

110
111 *Council member Enquist joined the meeting.*

112
113 **7. Ordinance #422-20 – An Ordinance Amending the West Bountiful City Zoning Map**
114 **to Remove the Property Located at 788 N 800 West from the Historical Overlay**
115 **District.**

116
117 The Winegar family submitted a request to Rezone their property at 788 N 800 W to
118 remove it from the Historical Overlay District. Mr. Winegar stated in the submission that he wants
119 to build a new garage to replace an old one that is unsafe and the current design regulations
120 applied to homes in the historical overlay district restrict him from building the garage next to his
121 home as he prefers. He wants to have a safer backyard for kids due to vehicle traffic on 800 West
122 and moving the garage to the rear of the property would cause him to lose space in his backyard.
123 The planning commission held a public hearing on May 12. Tonja Schenk, Mr. Winegar's
124 neighbor, commented that she is concerned about preserving the historic district when it appears
125 so easy for properties to be removed as this would be the fourth in the last several years. She
126 doesn't like the opt-in opt-out flexibility and its future impact on the historic district.

127 There was confusion with the planning commission about the historical overlay district and
128 the historic district – are they the same or separate? Commissioners were interested in maintaining
129 the historic district, but the majority voted to remove the Winegar's from the historical overlay
130 district, i.e., land use and zoning regulations, so he can build his garage.

131 Duane Huffman researched the history of the two districts and determined that long before
132 the historical overlay district was established in 2012, the historic preservation commission
133 worked on a historic district that included conducting surveys and inventories of community
134 historic resources, reviewing proposed nominations to the national register of historic places,
135 establishing a West Bountiful Historic Sites List, and providing advice and information to city
136 officials. That commission has not been active now for about ten years. Eventually, the overlay
137 district was codified into land use code. At this point, staff not aware of an active historic district
138 existing separate and outside of the historical overlay district.

184 Council member Wood asked staff to work with the planning commission to look at the
185 issues surrounding the historic district. Research the map boundaries and make recommendations
186 for adjustments and what regulations should apply.

187

188 **8. Ordinance 423-20 – An Ordinance Amending WBMC 17.52 and 16.060.E for Off-**
189 **street Parking.**

190

191 Planning Commission has been working with staff on updates to the city’s off-street
192 parking requirements for several months. Updates were proposed to deal with issues staff has
193 experienced when attempting to apply current regulations. The proposal includes updating
194 parking stall width to the industry standard, establishing drive aisle width, clarifying the
195 different standards for residential and commercial properties, establishing guidelines for
196 appropriate conditions for conditional use permits, increasing drive approach widths, and
197 clarifying that driveways are allowed on two street frontages.

198 A public hearing was held on January 14, 2020 with no members of the public offering
199 comments.

200

201 **MOTION:** *Rod Wood made a Motion to approve Ordinance 423-20. Mark Preece*
202 *seconded the Motion which PASSED.*

203

204 The vote was recorded as follows:

205 James Ahlstrom – Aye Mark Preece – Aye

206 James Bruhn – Aye Rod Wood – Aye

207 Kelly Enquist – Aye

208

209 **9. Ordinance 424-20 – An Ordinance Amending WBMC Title 16 Subdivision Recording**
210 **Deadlines.**

211

212 Extending deadlines for subdividers to record a final plat has been discussed by planning
213 commission for several months after staff discovered that the language adopted in 2015 did not
214 say what it was intended to say. Subdividers are given twelve months to record a plat after
215 approval by city council. The intent was to allow a subdivider an opportunity to request an
216 extension to record a subdivision prior to the expiration of the 12-month period. The language that
217 was adopted required a request for extension to be filed before the end of the first 6 months which
218 in some cases could be before the subdivider even knew an extension would be necessary.

219 The changes recommended by planning commission allow two six-month extensions
220 when petitioned in writing at least forty-five days prior to each deadline. A public hearing was
221 held on May 12, 2020, with no members of the public offering comments.

222

223 **MOTION:** *Mark Preece made a Motion to approve Ordinance 424-20 with correction.*
224 *Kelly Enquist seconded the Motion which PASSED.*

225

226 The vote was recorded as follows:

227 James Ahlstrom – Aye Mark Preece – Aye

228 James Bruhn – Aye Rod Wood – Aye

229 Kelly Enquist – Aye

230

231 **10. Resolution 468-20 – A Resolution Reaffirming Culinary Water Rates until January 1,**
232 **2021.**
233

234 Duane Huffman explained that the capital needs portion of the water utility base rate has
235 regularly included expiration dates as checkpoints for the city council to determine its necessity
236 and level. The rate is currently set to expire July 1, 2020 unless the council takes action to extend
237 it. With the loss of a full-time engineer and the economic uncertainties from the Covid-19
238 pandemic, staff is not able to perform the analysis to an acceptable standard in time for the council
239 to give it due consideration by July 1 and recommends extending the expiration date six months
240 until January 1, 2021.
241

242 **MOTION:** *James Bruhn made a Motion to approve Resolution 468-20 as described*
243 *above. Rod Wood seconded the Motion which PASSED.*
244

245 The vote was recorded as follows:

246 James Ahlstrom – Aye	Mark Preece – Aye
247 James Bruhn – Aye	Rod Wood – Aye
248 Kelly Enquist – Aye	

249

250 **11. Discussion on Petition for Land Use Decision Related to Cannabis Production**
251 **Establishment.**
252

253 An application to change the city’s land use code text was submitted by Wholesome
254 Therapy on May 1, 2020 invoking the timeline requirements related to petitions involving
255 cannabis production establishments pursuant to state code.

256 The proposed text change would add “Cannabis Production Establishments” as a permitted
257 use to the A-1 and L-I zones, and as a conditional use to the C-G zone. It would also add “Medical
258 Cannabis Pharmacy” as part of the already included permitted use of “Drug Store” in the C-G
259 zone. The planning commission discussed these issues at its last meeting and has scheduled a
260 public hearing for May 26, 2020.

261 The purpose of this discussion tonight is to help the council begin to think about issues
262 related to the request and cannabis law in general, such as whether the city should consider
263 renaming the A-1 zone to clarify it is primarily residential.

264 There was discussion about what the state law means and which zones it opens up to
265 cannabis uses regardless of the wishes of the city. There was also concern raised about potential
266 odors coming from the building as part of the production process.

267 Bruce Baird, counsel for Wholesome Therapy, said his clients believe the Carr building is
268 the perfect location for their business as it is basically unusable for retail due to lack of parking
269 and is set up well for this industrial use. He said there will be special equipment so no odors will
270 escape from the building. State laws are very strict so there will be no external visibility of what is
271 being produced in the building. Tight security restrictions and oversight mean this location will be
272 the least likely place to buy illicit drugs. He added that the planning commission was concerned
273 about the impact to neighboring businesses like Costco and Lowe’s so they have contacted the
274 Thackeray group and hope to meet with them later in the week. He believes the Carr building is an
275 appropriate place for this use and the production facility would support the pharmacy in the front
276 of building. He added that he is open to a development agreement if that is preferred by the city.

277 Steve Maxwell, also representing Wholesome Therapy, said the company was one of over
278 100 Utah applicants, and one of eight chosen in the state to be licensed to provide these services.
279 The logistics would be great in this building with production and retail together. He responded to
280 questions about what is meant by production facilities and what odors are being scrubbed.
281 Regarding odor, cultivation begins with growing seeds and trimming the buds. This is where the
282 smell comes from. The scrubbers take air and scrub and filter it. The only time there would be
283 odors would be if the equipment was not maintained so there is great motivation to be diligent to
284 keep it clean. They intend to plant on two levels of the building. Flowers are packaged in glass jars
285 for processing and will be taken to a lab to be made into oil for edibles. He said their goal is to be
286 the #1 cultivator and dispensary in the state. They do not currently have a license to process, only
287 have pharmacy and cultivator licenses, but they have the goal of eventually using the building for
288 processing. The pharmacy space is currently being built out and they plan to open in July.

289 There was discussion about the need to gather more information. Staff will put together a
290 detailed list of questions including cultivation process, odor mitigation, and security measures.
291 The applicant should provide written responses as soon as possible so the planning commission
292 has the information at the public hearing next week.

293 Mr. Baird said they intend to be as transparent as possible and will be happy to provide
294 responses to all questions.

295

296 **12. Minutes from City Council Meetings on April 21 and May 5, 2020.**

297

298 **MOTION:** *James Ahlstrom made a Motion to approve the city council meeting minutes*
299 *from April 21, 2020 and May 5, 2020. Rod Wood seconded the Motion*
300 *which PASSED by a unanimous vote of all members present.*

301

302 **13. Public Works (Steve Maughan)**

- 303 • 800 West update – main water line is complete to 1000 N and several service laterals
304 should be completed this week. They brought in a second crew to help. Concrete crews
305 are prepping for curb, gutter, and sidewalk. Paving of the northern section should be
306 done the third week of June.
- 307 • School demolition began yesterday.

308

309 **14. Administrative Report. (Duane Huffman)**

- 310 • Chief Hixson submitted a monthly report, but it was not included in the packet. He
311 apologized for this oversight and referred any questions to the chief.
- 312 • He recommends that the city begin the process to fill the vacant engineer position.
313 *Council agreed and gave direction to move forward.*

314

315 **15. Mayor/Council Reports.**

316

317 Kelly Enquist – asked about on-street parking after April 15. There is a situation with
318 vehicles parked on the street and on park strip. Chief Hixson suggested Council member
319 Enquist ask people to contact him directly so he can deal with it at the time. Duane said he
320 would work on a summary of parking laws and issues.

321

322 James Bruhn – Wasatch Integrated is still working on the new facility.

323

324 James Ahlstrom – no report.

325

326 Mark Preece – no report.

327

328 Rod Wood – no report.

329

330 Mayor Romney – COVID-19 update. Things are looking good. No new cases in West
331 Bountiful in six weeks, and Davis County appears stable.

332

333 **16. Closed Session for the purpose of Discussing Items Allowed Pursuant to UCA § 52-4-**
334 **205.**

335 **MOTION:** *James Ahlstrom made a Motion to move into closed session in the police*
336 *training room to discuss pending imminent litigation at 9:30 pm. Mark*
337 *Preece seconded the Motion which PASSED.*

338

339 The vote was recorded as follows:

340 James Ahlstrom – Aye Mark Preece – Aye

341 James Bruhn – Aye Rod Wood – Aye

342 Kelly Enquist – Aye

343

344 **17. Adjourn.**

345

346 **MOTION:** *James Bruhn made a Motion to adjourn the meeting at 10:20 pm. Mark*
347 *Preece seconded the Motion which PASSED by a unanimous vote of all members present.*

348

349

350

351

352 This document constitutes the official minutes for the West Bountiful City Council meeting held
353 on Tuesday, May 19, 2020, and approved June 2, 2020 by a unanimous vote of all members
354 present.

355

356

357

Cathy Brightwell (City Recorder)