

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

City Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING at 7:30 PM ON TUESDAY, SEPTEMBER 1, 2020

Mayor Romney has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org

Meeting will be held ONLY electronically via Zoom (see info below)

AGENDA: Invocation/Thought – James Ahlstrom; Pledge of Allegiance – James Bruhn

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Resolution 478-20, A Resolution Approving Procedures For Electronic Meetings
4. Lakeside Golf Report.
5. Coronavirus Aid, Relief, and Economic Security (CARES) Act Report.
6. FY 20/21 Budget Report.
7. Purchase Approvals – Garbage Cans, City Hall Bowery, CARES Expenses.
8. Resolution 476-20 a Resolution Authorizing An Interlocal Agreement With South Davis Metro Fire Service Area for CARES Funding.
9. Resolution 477-20 a Resolution Authorizing An Interlocal Agreement With South Davis Recreation District for CARES Funding.
10. Staff Reports – Public Works, Community Development, Administrative
11. Mayor/Council Reports.
12. Minutes from August 18, 2020 City Council Meeting.
13. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
14. Adjourn.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on August 28, 2020.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89455081807>

Meeting ID: **894 5508 1807**

One tap mobile

+13462487799, 89455081807# US

+1 346 248 7799 US

+1 669 900 6833 US

+1 646 876 9923 US

+14086380968,,89455081807# US

+1 408 638 0968 US

+1 253 215 8782 US

+1 301 715 8592 US +1 312 626 6799 US

WEST BOUNTIFUL CITY

RESOLUTION NO. 478-20

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL APPROVING PROCECURES FOR ELECTRONIC MEETINGS

WHEREAS, West Bountiful City (the “*City*”) is a political subdivision of the State of Utah subject to the Open and Public Meetings Act, *Utah Code Ann. § 52-4-101, et seq.*, as amended (the “*Act*”);

WHEREAS, Section 52-4-207(2) of the Act requires public bodies desiring to hold electronic meetings to adopt a resolution, rule, or ordinance governing the use of electronic meetings; and

WHEREAS, the City desires to comply with the Act by adopting procedures related to electronic meetings of the City.

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

1. PROCEDURES. The City will abide by the following procedures with respect to electronic meetings:

a. Request for Electronic Meeting. The Mayor, as Chair of the City Council; Youth Mayor, as Chair of the Youth City Council; or Chair of other City commissions or boards subject to the Act (collectively, the “*Chair*”) may request an electronic meeting when a live meeting is impractical, is prohibited by law or other governmental order, or would present a substantial risk to the health and safety of those who may be present. Otherwise, regular meetings of the City Council and other public bodies will be held at City Hall or another designated location. If attendance at the live meeting is impractical or otherwise excused, the Chair may allow members of the public body, staff, and members of the public to attend such meetings remotely in accordance with the Act. In the Mayor’s absence, the Mayor *Pro Tempore* may request an electronic meeting. In the Chair’s absence (other than the Mayor), a designated City officer may request an electronic meeting.

b. Notice. Notice of any meeting in which members of the public body or staff are anticipated to participate electronically will include a link or other means by which such persons and members of the public may join the meeting remotely.

c. Anchor Location; Public Comment. The City will establish, and specify in the notice, an anchor location for the electronic meeting (normally, City Hall). Space and facilities will be provided at the anchor location so that interested persons and the public may attend and monitor and participate, as allowed by the Mayor, Chair, or designee, in the open portions of the meeting. Nothing in this Resolution requires the City to accept comments from the public during an electronic meeting, but the notice may invite members of the public to submit comments to the Mayor, Chair or designee electronically in advance of the meeting.

d. Compliance with the Act. In all other respects, the City will comply with provisions of the Act regarding electronic meetings, including by:

(1) Providing a means by which interested persons and the public may remotely hear or observe, live, by audio or video transmission the open portions of the meeting; and

(2) If comments from the public will be accepted during the electronic meeting, providing a means by which interested persons and the public participating remotely may ask questions and make comments by electronic means in the open portions of the meeting.

2. Electronic Meeting without Anchor Location. In the event the Mayor or Chair determines in writing that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location, and states in the determination the facts upon which the determination is based, the public body may conduct and convene the electronic meeting without an anchor location. In such event, (a) the determination will be included in the public notice of the meeting, along with information on how a member of the public may view or make a comment at the meeting; and (b) the City will not be required to post notice of the meeting at City Hall or another anchor location. The written determination described in this section will expire thirty (30) days after the day on which the Mayor or Chair makes the determination.

3. Effective Date. This Resolution will be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED by the West Bountiful City Council, September 1, 2020.

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

VOTING:

James Ahlstrom	Yea _____	Nay _____
James Bruhn	Yea _____	Nay _____
Kelly Enquist	Yea _____	Nay _____
Mark Preece	Yea _____	Nay _____
Rodney Wood	Yea _____	Nay _____

MEMORANDUM



TO: Mayor and City Council

DATE: August 28, 2020

FROM: Duane Huffman

RE: **Expenditure Approval**

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

1. Garbage Cans

The FY 21 budget includes \$15,000 from the Solid Waste Fund for additional garbage cans. These cans are used for new homes, to replace broken cans, and to provide additional household cans as requested. The \$15,000 will supply approximately 255 cans.

2. Bowery Behind City Hall

As part of the new school construction, Davis County School District requested to re-locate the bowery behind city hall. The current bowery structure was already in need of replacement. Under the arrangement, the city would pay for a replacement structure and the school district would provide the demolition and new concrete pad.

The city previously contracted with Smith Steelworks for purchase and installation of the structure for \$52,488. The school district would like to use this same contractor their side of the arrangement, but current school contracts complicate the matter. The district has proposed to pay West Bountiful City \$62,662.42 for the completion of the project. West Bountiful City would use these funds to pay Smith Steelworks for demolition and a new concrete pad (see attached invoice).

3. CARES Expenses

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides funding to West Bountiful City to help with expenses directly related to the COVID-19 pandemic. These items will be more fully discussed as part of the CARES Act report at the September 2nd meeting.

- A. South Davis Metro Fire District: Up to \$20,000
- B. South Davis Recreation District: Up to \$10,000
- C. Davis Education Foundation: Up to \$25,000
- D. UTOPIA Fiber: \$101,000



Smith Steelworks, LLC
 270 W 500 S
 Spanish Fork, UT 84660
 russelsmith@gmail.com

INVOICE

BILL TO

West Bountiful City
 Duane Huffman
 550 N 800 W
 West Bountiful, Utah

SHIP TO

West Bountiful City
 Duane Huffman
 550 N 800 W
 West Bountiful, Utah

INVOICE # 2098

DATE 08/28/2020
DUE DATE 09/27/2020
TERMS Net 30

SHIP VIA

Inside Delivery

DESCRIPTION	QTY	RATE	AMOUNT
Custom-ST Footings for 30x60 Pavilion	8	1,160.00	9,280.00T
Custom-ST Flat Work Concrete Slab	1,800	11.39	20,502.00T
Custom-ST Excavation, dirt removal, etc...	1	2,410.00	2,410.00T
Custom-ST Agregate	1	1,427.50	1,427.50T
Custom-ST Demolition and Removal of: Existing Pavilion, Concrete Pad, Drinking Fountain, small sidewalk.	1	24,807.00	24,807.00T
50 % Down Payment Required to start Project			
Total Due = \$31,331.20.			

We appreciate your business!

SUBTOTAL	58,426.50
TAX	4,235.92
TOTAL	62,662.42
BALANCE DUE	\$62,662.42

WEST BOUNTIFUL CITY

RESOLUTION #476-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH SOUTH DAVIS METRO FIRE SERVICE AREA FOR CARES FUNDING

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") to combat and address the effects of the novel coronavirus disease ("COVID-19") within Davis County; and

WHEREAS, the City wishes to provide the South Davis Metro Fire Service Area a portion of CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement in Exhibit A.

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

Passed and approved by the City Council of West Bountiful City this 1st day of September 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

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, hereinafter referred to as “District” and _____ City, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

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

1. **Consideration.** The City hereby commits to provide _____ Dollars (\$____) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from Davis County for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated Davis County funding. The District further notes that it may not similarly use

Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before October 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on October 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond October 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. **Records, Reporting, And Transparency.**

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the United States Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the United States Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City, its elected and appointed officials, employees, and agents from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the District's performance of this Agreement caused by any act or omission of the District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"DISTRICT"

**SOUTH DAVIS METRO FIRE
SERVICE AREA**

ATTEST:

Secretary

By: _____
Commissioner Rick Earnshaw, Chairman

"CITY"

ATTEST:

City Recorder

By: _____
_____, Mayor

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2020, personally appeared before me Rick Earnshaw, who being duly sworn, did say that he is the Chairman of the Board of Commissioners of the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said Rick Earnshaw acknowledged to me that the Service Area executed the same.

Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2020, personally appeared before me Kenneth Romney, who being duly sworn, did say that he is the Mayor of **WEST BOUNTIFUL CITY**, a municipal corporation and political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and Kenneth Romney acknowledged to me that the City executed the same.

Notary Public

WEST BOUNTIFUL CITY

RESOLUTION #477-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH SOUTH RECREATION DISTRICT FOR CARES FUNDING

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") to combat and address the effects of the novel coronavirus disease ("COVID-19") within Davis County; and

WHEREAS, the City wishes to provide the South Davis Recreation District a portion of CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement in Exhibit A.

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

Passed and approved by the City Council of West Bountiful City this 1st day of September 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

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between **SOUTH DAVIS RECREATION DISTRICT**, a local district and service area of the State of Utah, hereinafter referred to as “District” and _____ City, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

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

1. **Consideration.** The City hereby commits to provide _____ Dollars (\$____) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from Davis County for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated Davis County funding. The District further notes that it may not similarly use

Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before October 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on October 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond October 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. **Records, Reporting, And Transparency.**

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the United States Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the United States Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City, its elected and appointed officials, employees, and agents from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the District's performance of this Agreement caused by any act or omission of the District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"DISTRICT"

SOUTH DAVIS RECREATION DISTRICT

ATTEST:

Secretary

By:_____

"CITY"

ATTEST:

City Recorder

By:_____
, Mayor

PENDING - NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, August 18, 2020** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

All participants were on Zoom. Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece and Rod Wood; Commissioners Mike Cottle, Corey Sweat, Laura Charchenko, Dennis Vest, Alan Malan, and Denis Hopkinson

STAFF: Duane Huffman-City Administrator, Steve Doxey-City Attorney (dropped off after work session), Asst. Chief Brandon Erekson, Steve Maughan-Public Works, Cathy Brightwell-City Recorder, and Kris Nilsen-City Engineer.

PUBLIC: Gary Jacketta, Blake Heller, Ken Melrose, Walt Plumb, Walter Plumb Jr, Spencer White, Jenny Rosal, Brad Wilson, Dell Butterfield, Amy Paget, Kayla Ford, Amber Brown

Mayor Romney called the joint work session to order at 6:34 pm.

- **Brookside Estates Proposal – Gardner Plumb LLC & Equestrian Partners, LLC**

Mayor Romney welcomed everyone and thanked them for participating in this joint work session over Zoom to hear a presentation regarding a development proposal on the west side.

Spencer White, on behalf of the Plumb's and Equestrian Partners, presented the recently submitted concept for the 127 acres they own on the west side. The Plumb's have been working on proposals for this property for a number of years. They believe an increase in density from the existing 1-acre zoning is a good fit for the property especially in light of how they view new statutes regarding moderate income housing.

A concept map was displayed showing their proposal for 508 homes on 127 acres ranging in size from quarter acre lots down to an area of undefined size homes intended for moderate income housing. Amenities include a clubhouse, pool, several pocket parks, off-street parking, and access to Legacy trail. Larger lots are proposed for the east side of the property with the smaller and moderate income multi-family housing areas placed along Legacy Parkway. They showed architectural examples of homes, and conceptual designs including open space, entry bridges over the creek, fencing, and lighting.

There was discussion about the Legacy Overlay (L-O) and Blended Use (B-U) zones for this area and how the underlying A-1 zone applies to the property. The applicants stated they do not believe the B-U zone was legally established, so they want to put their proposal through as part of the L-O zone.

Walt Plumb Sr. spoke at length regarding problems he sees with affordable housing in West Bountiful and the current zoning of the property. He acknowledged that they knew the property was zoned for minimum 1-acre lots when it was purchased but suggested that large estate lots were not ideal along a noisy freeway. He also noted that Plumb Gardner has developed some of the highest

47 end projects in the state including Hidden Lakes in Bountiful and a 600 unit project in Lehi, which is
48 also a farming community.

49 Mr. White said it was frustrating to spend money on the charette done a few years ago with
50 Destination Homes.

51 Mayor Romney responded that the earlier charette process with Destination Homes was
52 positive and resulted in three plans that were well received by the public, but no one ever came back
53 with a proposal.

54 Brad Wilson, Destination homes, stated that they recommended the Plumb's not proceed
55 with plans as they did not make a good use of the land.

56 Mayor Romney asked for comments from the planning commission. Chairman Hopkinson
57 said he appreciates the opportunity to talk but outlined his concerns with the argument that the area
58 isn't properly zoned. Regarding moderate income housing, he reminded participants that West
59 Bountiful has some less expensive areas with homes in the \$250 - \$270 range and also a trailer park.
60 He stated frustration after getting close with Destination Homes and having the process stop. He
61 added that the city is aware of moderate income housing legislation and believes it has met the
62 requirements.

63 The other commissioners agreed with Chairman Hopkinson and added that one of the reasons
64 we have so few homes for sale is that residents love West Bountiful and do not want to leave. They
65 also commented that higher density does not always mean affordable housing.

66 Mayor Romney asked for comments from council members. Kelly Enquist shared his
67 frustration with the tone of the meeting. He added that he thought Destination Homes did a great job
68 with the charette process.

69 Council member Wood said the owners knew the zoning of the property when they bought it
70 and he is frustrated with claims that it must be developed so differently. He suggested they take
71 another look and come back with something more reasonable.

72 Council member James Ahlstrom disclosed that the law firm he works for represents the
73 Plumbs on other matters. He asked for more information about how the concept proposal got to 508
74 units which is so far beyond current zoning and anything discussed in the past.

75 Spencer White responded that they essentially had the target of 4 units per acre, and that
76 resulted in the 508 number. He said their calculations show that West Bountiful is lacking 245
77 moderate income housing units per state law and this was their attempt to help the city meet the
78 shortage in one of the few buildable areas remaining in the city large enough to accommodate that
79 number.

80 Mr. Ahlstrom asked for more information and the source of the 245 unit shortfall claim, and
81 he also asked why they think the B-U zone was not legal and if that is the case, why they believe it
82 does not fall back to the A-1 zone. They responded that they believe the L-O zone applies which
83 they believe includes options for higher density. Steve Doxey commented that the Legacy Overlay
84 zone was intended to provide an opportunity for additional options over the underlying zone, but it
85 does not mean the underlying zone goes away.

86 Councilman Ahlstrom commented he does not think that the developers' comments were
87 intended to be taken negatively and he hopes we can work together. He was very impressed with the
88 work of Destination Homes, and while not all public were happy with the final proposals, the
89 positions had softened. It was frustrating that after all that work, we did not hear back until we
90 received an aggressive letter claiming legal violations.

91 Walter Plumb Jr. agreed that we are all frustrated. Their intent was to provide West Bountiful
92 an opportunity to meet what they see as the state statute regarding moderate income housing levels
93 and to come up with a nice development that makes good use of the land. They still do not believe

94 large estates should be built next to freeways. He clarified that they did not say large lots will not
95 sell because they will but they believe smaller more affordable lots are a better fit eight minutes from
96 Salt Lake City. Large lots do not seem compatible with this property.

97 A question was asked about connecting to Redwood Rd on the south. Duane Huffman stated
98 that the city does not object to a connection, but has always wanted a well-designed route to preserve
99 existing neighborhood traffic patterns.

100 Mayor Romney noted that we need to move on to the regular meeting. He asked them to
101 provide their calculations on moderate income housing that they believe show a deficit. He said
102 ultimately, we need to work together to meet common goals while recognizing people have different
103 opinions but want to get something acceptable.

104 Duane Huffman added that the city is in compliance with all recent moderate income housing
105 legislation and is not aware of any quota required by the state.

106
107 Mr. Plumb thanked the council and planning commission for their time and said they will be in
108 touch.

109

110

111 **REGULAR MEETING:**

112

113 Mayor Romney called the regular meeting to order at 7:53 p.m.

114 Mark Preece gave a Thought and the Pledge of Allegiance was led by James Ahlstrom.

115

116 **1. Approve the Agenda.**

117

118 **MOTION:** *Mark Preece made a motion to approve the agenda. James Ahlstrom*
119 *seconded the Motion which PASSED by unanimous vote of all members*
120 *present.*

121

122 **2. Public Comment**

123

124 Amy Paget, 600 W 1000 N, first, she thanked city officials for sticking up for West Bountiful
125 in the previous discussion and not letting our small town be bullied into meeting quotas that may not
126 exist.

127 Ms. Paget explained that the property next door to her (corner of 550 West and 1000 North)
128 has been purchased and she is curious about the plans for the property. Four loads of dirt have been
129 dumped on the property and she is concerned about drainage issues if the elevation is raised. She is
130 also concerned about the safety of the corner, especially as a parent of young children. The issue has
131 been discussed in previous city council meetings and according to the minutes of a 2015 meeting,
132 sidewalk on the corner was to be a high priority issue and staff was asked to collect bids. It was not
133 brought up again until 2016. She said her goal is to make sure it stays at the top of the list.

134 Duane Huffman addressed both issues. He confirmed that the city has been contacted by
135 Doug Coons who wants to develop the corner property and plans to bring a proposal before the
136 planning commission within the next month. Mr. Huffman also said that public improvements for
137 the corner were included in last year's budget but was delayed due to the 800 West road project and
138 the need to use that corner as a detour option during construction.

139

140 Amber Brown, 955 N 675 W, stated she is also concerned about that corner and wants to see
141 something done as soon as possible.

142

143 Mayor Romney thanked them for their comments.

144

145 **3. Appointment of Brandon Erikson as West Bountiful Interim Police Chief**

146

147 Mayor Romney requested that the city council appoint Brandon Erikson as interim police
148 chief. Brandon has been with the city for 8 years and has done a great job.

149

150 **MOTION:** *Rod Wood made a Motion to Appoint Brandon Erikson as West Bountiful*
151 *Interim Chief of Police. Mark Preece seconded the Motion.*

152

153 The Motion PASSED with a vote as follows:

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155 James Ahlstrom – aye

James Bruhn – aye

156 Kelly Enquist – aye

Mark Preece – aye

157 Rod Wood – aye

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4. Public Hearing - Proposed Vacation of the East Public Utility/Irrigation Easement at 1834 N 685 W – Rosal

MOTION: *James Ahlstrom made a Motion to open the public hearing. Rod Wood seconded the Motion which passed by unanimous vote of all members present.*

Cathy Brightwell explained that the Rosal’s wish to build a shed in the northeast corner of their property at 1834 N 685 W but there is a conflict with the public utility/irrigation easement along the rear property line. They are requesting to vacate the ten-foot easement.

At the time Birnam Woods-Phase 2 subdivision was developed, the rear irrigation easement was planned to be abandoned by Weber Basin. Weber has confirmed their facilities have been removed and all other utilities have agreed to release the easement.

Required public notice has been completed and staff does not object to the Release.

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

5. Ordinance 432-20 Vacating the East Public Utility/Irrigation Easement at 1834 N 685 West for the Rosal’s

MOTION: *James Ahlstrom made a Motion to Vacate the East Public Utility/Irrigation Easement at 1834 N 685 West. Mark Preece seconded the Motion.*

The Motion PASSED with a vote as follows:

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

6. Public Hearing – Proposed Vacation of the East Public Utility Easement and Reduction of the North Public Utility Easement at 862 W Heritage Pointe Circle

MOTION: *Mark Preece made a Motion to open the public hearing. Rod Wood seconded the Motion which passed by unanimous vote of all members present.*

Cathy Brightwell explained that the Heller’s recently purchased the property and wish to build a garage in the northeast corner for their RV but there is a conflict with the public utility/drainage easements. Staff does not object to the release of the east easement but prefers a portion of the north easement to be left intact as it is intended to handle surface drainage for upstream properties. Required public notice has been completed prior to tonight’s public hearing.

250 **10. Police Report**

- 251 • Brandon Erekson – the police department is adjusting to have Todd Hixson gone and is
252 working to keep things moving forward. Work continues with our prosecutor on parking
253 issues.

254
255 **11. Public Works Report - Steve Maughan**

- 256 • 800 West Update – Water system is done, and the contractor is finishing excavation and
257 trying to get curbing done this week so they can pave next week before school starts, but not
258 sure they will meet the deadline. If they cannot get it done on Monday, we have
259 recommended they wait until Saturday when school is not in session. They are concerned
260 about penalties, but we are more concerned about quality and not causing unnecessary
261 inconvenience.
- 262 • Seal coat begins tomorrow in Ovation and Jessi’s Meadow and residents have been notified.
263 Once complete, roads will be re-stripped. Paving patchwork will be done throughout city
- 264 • Working on Birnam Woods detention pond, grading will allow us to better maintain the area.
- 265 • Tailgate subdivision preconstruction meeting today with Jack Williams. This small
266 subdivision is south of Highgate and will require a slight extension of 1450 W. They plan to
267 pave by year end.

268
269 **12. Community Development Report**

- 270 • Duane welcomed Kris Nilsen, our new city engineer to his first city council meeting as a
271 staff member.
- 272 • Cathy Brightwell reported on several current activities.

273
274 **13. Administrative Report – Duane Huffman**

- 275 • School opens next week. He went over the current site plan and parking. The main entrance
276 has been moved to 800 West; bus drop-off will come in from the 400 North entrance.
277 Bowery should be done this fall. The south parking lot is mostly paved, and everyone is
278 rushing to get it all done. The open house is tomorrow; both entrances will be open.
- 279 • Staff has been working to get things back to normal as best we can. Weekly staff notes are
280 going again. Let us know if there is anything you would like to see.
- 281 • We have contacted UDOT requesting signs noting our prohibition on jake brakes on Legacy
282 Parkway. The only portion of the highway that is in West Bountiful is not by any homes.
283 Suggested reaching out to the county and other cities to adopt consistent ordinances to
284 prohibit jake brakes on the entire length of the road. Several council members noted they
285 have received complaints from residents regarding truck noise, jake brakes, horns. Mayor
286 Romney noted that UDOT previously agreed to pay for the signs if all cities go together.

287
288 **14. Mayor/Council Reports**

289
290 Mayor Romney – no report.

291
292 James Ahlstrom – no report.

293
294 Kelly Enquist – Mosquito Abatement, as with all special districts, did not qualify to receive CARES
295 funding. He asked how it was being handled elsewhere. Duane explained that the city has

296 received about \$160k in its first installment. The cities in south Davis County approached the
297 local special districts to identify their financial needs. South Davis Sewer said they were doing
298 fine, and the fire and rec districts said they could use some help, so agreements are being
299 prepared and distributions proposed for each city council to approve. Mosquito Abatement is a
300 county-wide district, so it was not included in our initial communication. He suggested council
301 member Enquist have Mosquito Abatement management call him so he can share what has
302 been done in our area. They could contact the county or all cities to see if they will contribute.
303

304 Rod Wood – Asked for an update on the well. He said he is frustrated that the contractor seems to be
305 dragging their feet and he’s concerned we may run into delays with state approval. Duane
306 explained that the contractor has run into problems with their electrical contractor. He and or
307 Kris Nilsen will follow up with them.
308

309 James Bruhn – Asked for follow-up on the Dennis Vest property boundary alignment issue raised
310 last month. Duane will talk with Steve Doxey as research will need to be done.
311

312 Mark Preece – No report
313

314 **15. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205,**
315 **Discussion of the Character, Professional Competence, or Physical or Mental Health of**
316 **an Individual.**
317

318 No closed session was held.
319

320 **16. Adjourn**
321

322 **MOTION:**
323

324 ***James Ahlstrom made a motion to approve the agenda. Rod Wood seconded the Motion***
325 ***which PASSED by unanimous vote of all members present.***
326 .

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328
329 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
330 *present on Tuesday, September 1, 2020.*
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332
333 _____
334 Cathy Brightwell, City Recorder