

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A
REGULAR MEETING AT 7:30 PM ON TUESDAY, FEBRUARY 5, 2019
AT CITY HALL, 550 N 800 WEST**

Invocation/Thought – Kelly Enquist; 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. Discuss Independence Day Celebration Budget
4. Consider Contracting with Kelvin Moss/Lakeside Grill and Café, LLC for concession services at Lakeside Golf Course.
5. Consider Award of Jessi's Meadow Street Reconstruction Project.
6. Consider Resolution 448-19, A Resolution Approving the Third Amendment to the Interlocal Cooperation Agreement with Davis County for Animal Control Services.
7. Discuss Contracting with Davis County for Election Services for the 2019 Municipal Election.
8. Public Works/Engineering Report.
9. Administrative Report.
10. Mayor/Council Reports.
11. Consider Approval of Minutes from the January 15, 2019 City Council Meeting.
12. Executive Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

Those needing special accommodations can contact Cathy Brightwell at 801-292-4486 24-hrs prior to the meeting.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on January 31, 2019.

MEMORANDUM

To: Mayor Ken Romney and WB City Council

From: Debbie McKean/WB Arts Council

Re: Independence Day Budget/Event

Date: January 29, 2019

Mayor and Council,

We met at our last Arts Council meeting regarding the budget for the 2019 Independence Day Celebration. I provided the Council with an itemized budget of expenditures from the 2018 event. We discussed in detail the needs we feel would be appropriate for this year's budget giving the intense growth this event has had over the past several years.

As in the past, the Arts Council will continue to provide the \$2,500 budget for the Concert. The remaining budget will fall under the category of Independence Day. I am assuming Holly Refinery will continue their generous donation of \$6,000 toward the Fireworks display. With those two figures being satisfied, we estimated that we will need \$16,000 per year at this time to fulfill the expanded needs of this event. In addition, we are requesting a one-time purchase of an additional \$3,000.00 for the purchase of carnival tents to cover the games at the event. Of course, these tents will be reusable year to year. We feel like it will give our event a touch of class, along with protecting the volunteers from the intense rays of the sun.

The breakdown will look like the following:

Concert \$2,500 budget expended from the Arts Council

Fireworks \$6,000 – provided by Holly Refinery

Parade/Events for July 3rd and 4th - \$16,000 includes all activities, prizes, supplies, thank yous, signage, etc.

One-Time Expenditure- \$3,000 for Carnival Tents and Signage for Games

In addition, we have set the dates for this year's events for Wednesday, July 3rd and Thursday, July 4th. We are very appreciative of the support we will be given from the Youth Council this year. It takes a lot of time and preparations and manpower to house a community event such as this. We greatly appreciate your support in this matter as well.

Please contact me should you have any further questions. I would be glad to report to the Council upon your request. You can reach me at 801.231.8320.

MEMORANDUM



TO: Mayor and City Council

DATE: January 31, 2019

FROM: Duane Huffman

RE: **Lakeside Food Concessions**

After recently issuing a request for proposals, staff recommends that the city council award a new contract to Kelvin (Kelly) Moss and his Lakeside Grill and Café LLC. Mr. Moss has provided concession services at Lakeside for several years, and we recently met with him to discuss ways we can work together to continue improving our partnership.

Concession Agreement Lakeside Golf Course Café

This Concession Agreement (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “City”); and LAKESIDE GRILL AND CAFÉ LLC, a Utah limited liability corporation (the “Concessionaire”).

WHEREAS; the City is the owner of the Lakeside Golf Course and is desirous of licensing an independent contractor to operate a restaurant/café for serving light refreshments and food items, and the Concessionaire is desirous of using the Lakeside Golf Course premises for that purpose in accordance with this Agreement.

NOW THEREFORE, for valuable consideration, including the mutual covenants set forth in this Agreement, the City and the Concessionaire hereby mutually agree as follows:

1. DEFINITIONS.

- a. Golf Course. The Lakeside Golf Course located at 1201 North 1100 West, West Bountiful, Utah.
- b. Clubhouse. The Golf Course clubhouse located at 1201 North 1100 West, West Bountiful, Utah.
- c. Director. The Lakeside Golf Director for West Bountiful City or authorized representative.
- d. Gross Receipts. With respect to sales or services provided by the Concessionaire at or from the Golf Course, the total amount of all sales of food, beverages, or other products and the total consideration received for the performance of any services (whether or not such services are performed in connection with the sale of food, beverages, or other products), including all cash receipts, credits, and property or consideration of any kind.
- e. Concession Premises. The area within the Golf Course clubhouse designated for the purpose of preparing and serving food/beverage concession services as shown in the attached **Exhibit A**.

2. **CONCESSION GRANTED**. The City grants to the Concessionaire the non-exclusive right (1) to operate and maintain a restaurant facility/café within the Concession Premises, (2) to operate a beverage cart on the Golf Course, and (3) to provide associated services to customers of the Golf Course and the public generally in accordance with this Agreement. The Concessionaire’s use of the Concession Premises and City-provided equipment shall be exclusively for this purpose.

3. **OPERATING RESPONSIBILITIES**. The Concessionaire agrees to operate concession services under the following terms and conditions:

- a. Operating Hours. Concession services will be provided during all operating hours of the Golf Course from March to November, and the Concessionaire will have at least one employee with a food handler's permit on site during these hours, unless otherwise directed by the Director.
- b. Concession Staff. The Concessionaire agrees to abide by all applicable federal, state, and local laws prohibiting discrimination against employees and applicants. Persons employed at the Golf Course shall be satisfactory to the Director as to their personal conduct, honesty, courtesy, health, ability, and personal appearance. Concessionaire agrees to provide the Director with a list of employees and update it as necessary.
- c. Prices & Menu. The Concessionaire agrees to consult with the Director regarding changes to the menu and prices. The Concessionaire agrees to provide a 15% discount off menu items for employees of the City.
- d. Maintenance of Equipment. The Concessionaire agrees to provide all maintenance, basic or simple repair, and service on all equipment used in the concession, whether Concessionaire- or City-owned, insofar as sanitation and appearance of the concession is involved. In the event City-owned equipment needs repair, the Concessionaire must report the problem(s) at once to the Director. The City will make the repair, and if the damage is attributable to the Concessionaire's fault, the Concessionaire will promptly pay the cost of the repair as billed by the City. Additionally, the Concessionaire will keep a log of daily, weekly, monthly, and annual cleaning and maintenance.
- e. Maintenance of Concession Premises. The Concessionaire agrees to provide the maintenance and repair of the Concession Premises. Concessionaire's duties include all sweeping, washing, servicing, replacing, and cleaning that may be required to properly maintain the Concession Premises in a safe, clean, wholesome, sanitary, orderly, and attractive condition. The City agrees to repair or replace, as necessary, all paint, carpet, and electrical fixtures within the Concession Premises. If the damage is attributable to the Concessionaire's fault, the Concessionaire will pay the cost of the repair as billed by the City. The City will provide exterior garbage pick-up service. Additionally, the Concessionaire will keep a log of daily, weekly, monthly, and annual cleaning and maintenance.
- f. Utilities. The City agrees to provide utilities for electricity, water, and natural gas.
- g. Control of Premises. The City shall have absolute and full control of the Clubhouse, the Golf Course, and all of their appurtenances during the term of the Agreement, and may make such changes and alterations therein, and in the surrounding grounds, as the City may determine.

- h. Signs and Advertisements. No signs of any kind shall be displayed unless approved by the Director, who may require the removal or refurbishment of any sign previously approved.
 - i. Permits and Licenses. The Concessionaire agrees to obtain at its sole expense any and all permits or licenses that may be required in connection with the operation of the concession, including but not limited to tax permits, business licenses, health permits, and beer licenses, except that the City will waive its normal fees associated with beer licensing.
 - j. Compliance with Laws. The Concessionaire agrees to comply with all federal, state, county and municipal laws, ordinances, or regulations that are applicable to the Concessionaire's rights and obligations under this Agreement.
- 4. **PAYMENT**. The Concessionaire agrees to pay to the City, as consideration for the grant of the concession privileges provided in this Agreement, five percent (5%) of the Concessionaire's Gross Receipts. Payments will be due on the 15th of each calendar month, based on Gross Receipts during the previous calendar month. The payment shall be documented on a gross fees report which shall accompany the payment, and the report will include café sales, beverage cart sales, and tournament/catering sales. The City may, at any time, perform an audit of Concessionaire's Gross Receipts for the previous twelve (12) months. The Concessionaire agrees to provide all information requisite for the timely completion of the audit. In lieu of payment and with the City's consent, the Concessionaire may purchase equipment to be used on the Concession Premises which will be owned by the City.
- 5. **TERM**. Unless sooner terminated under this Agreement, this Agreement shall commence March 1, 2019 and continue for a period of thirty-six (36) months.
- 6. **TERMINATION**.
 - a. For Cause. The City may, at its sole option, terminate this agreement for cause in the case of the Concessionaire's failure to perform any of its obligations under this Agreement. The City shall provide the Concessionaire written notice of the default, and the Concessionaire shall have thirty (30) calendar days to cure the default. If the Concessionaire fails to cure noticed issues with thirty (30) calendar days, the City shall be entitled to terminate this Agreement and pursue any other remedy available under this Agreement, at law, or in equity.
 - b. For Convenience. Each party may, at its exclusive option, terminate this agreement for convenience upon sixty (60) days' prior written notice to the other party.
- 7. **LIABILITY**.
 - a. Hold Harmless. The Concessionaire agrees to defend, indemnify, and hold harmless the City, its officers, agents and employees, from every claim, demand, damage or action, and any cost or expense in connection therewith, arising out of

the operation of the concession and the equipment and facilities utilized in connection therewith, except to the extent of any fault attributable to the City.

- b. Waiver and Release. The Concessionaire hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water supply system, drainage or heating systems, gas mains, electrical apparatus or wiring furnished for the premises covered by this Agreement which may occur from time to time from any cause; or for any loss resulting from fire, earthquake, flood, storms, war, insurrection, riot, public disorder, or casualty; or from construction and/or maintenance activities authorized by the City; and the Concessionaire hereby expressly releases and discharges the City and its officers, agents and employees from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes. Further, the Concessionaire waives and releases the City from any liability for any damages, including but not limited to business loss or interruption, which may occur as a result of any capital improvements, maintenance, or repairs to either the Clubhouse or the Golf Course.
 - c. Insurance. The Concessionaire agrees to maintain:
 - i. General liability insurance and property damage insurance in the amount of \$1,000,000.00 per occurrence and in the aggregate, with the City being named as an additional insured, and to provide proof of such insurance to the City;
 - ii. Worker's compensation insurance per the requirements of the State of Utah.
 - d. Damage and Theft. The Concessionaire, at its option, may insure its equipment, materials, and work used or performed in connection with its obligations under this Agreement. The City will not, under any circumstances, be answerable or accountable for any loss or damage to such equipment, inventory, materials or work, or any part thereof.
8. **NOTICE.** All notices required hereunder shall be given in writing to the following addresses or such other addresses, including email, as the parties may designate by written notice:

TO THE CITY:

City Administrator
550 N 800 W
West Bountiful, UT 84087

TO THE CONCESSIONAIRE:

Kelvin Moss
2673 N 1450 E
Layton, UT 84040

9. **SURRENDER.** Upon the termination of this Agreement the Concessionaire shall surrender the Concession Premises, together with all furniture, fixtures, and equipment attached thereto or used in connection with the concession (except for any equipment brought to the Golf Course and wholly owned by the Concessionaire), in good condition and repair and free and clear of all liens and encumbrances, except for reasonable wear and tear.
10. **INDEPENDENT CONTRACTOR.** The Concessionaire shall be an independent contractor, and as such, has no authority, express or implied, to bind the City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent of the City, except as herein expressly allowed. Persons employed by the City and acting under the direction of the City shall not be deemed to be employees or agents of the Concessionaire. The Concessionaire shall abide by all policies of the City with respect to independent contractors as shall be adopted from time to time. Notwithstanding any provision of this Agreement to the contrary, the transactions contemplated under this Agreement shall not be considered a partnership, joint venture, or other similar association between the parties.
11. **SUB-LEASES/CONTRACTORS.** The Concessionaire will not be allowed to assign, sublease, or delegate to any party any of Concessionaire's rights or responsibilities under this Agreement.
12. **ENTIRE AGREEMENT.** This document and the exhibits attached hereto constitute the entire agreement between the City and the Concessionaire for the concession and use granted herein. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, of the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof. The attached exhibits are incorporated in this Agreement by reference.
13. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
14. **MODIFICATION.** This Agreement may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by the Concessionaire and, in the case of the City, approved by the City Council.

IN WITNESS WHEREOF, three (3) copies of this Agreement have been executed by the parties hereto, each of which shall, for all purposes, be deemed an original.

THE CITY:

THE CONCESSIONAIRE:

WEST BOUNTIFUL CITY

By: _____
Ken Romney, Mayor

By: _____

Attested by: _____
Cathy Brightwell, City Recorder

By: _____

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2019

FROM: Ben White

RE: Jessi's Meadow Street Reconstruction Project - Notice of Award

The city received bids from six contractors to reconstruct the Jessi's Meadow subdivision asphalt street. **Staff is recommending the City Council accept Black Forest Paving's bid as the recommended lowest responsible bidder for a dollar amount of \$571,752.** Black Forest is the contractor who constructed our street overlays in 2017.

The other bids include:

Advanced Paving:	\$619,729
Miller Paving:	\$630,637
Post Asphalt:	\$674,722
Staker & Parsons:	\$715,000
Geneva Rock:	\$764,123

Scope

The existing curb and sidewalk/trail will remain. Damaged curb will be replaced as well as the valley gutter at the 400 North intersection will be permanently removed. The bolts on water valves and tees will be replaced while the existing water line will remain. The bulk of the work includes removing the asphalt street and base material. The street will be reconstructed with 12" of new base over a new geotextile fabric topped with 5" of asphalt.

Funding

The budget includes \$600,000 for this project. The funding is solely city money. There is not grant money or impact fee money to help cover the cost of this project.

Schedule

A schedule for the project has not been established. The bid documents include a twelve (12) week time allowance with a completion date no later than September 13th.

MEMORANDUM



TO: Mayor & Council

DATE: January 31, 2019

FROM: Duane Huffman

RE: **Animal Control Agreement Amendment**

In July 2016, the city adopted a new interlocal agreement for animal control services with Davis County. The new agreement contemplated annual payment adjustments based on costs, city use, and capital needs.

The attached resolution is for the cost amendment for the 2018 calendar year. The table below compares the costs from 2016 to 2019.

Animal Control Costs				
	2016	2017	2018	2019
General Animal Control	\$7,236.31	\$9,153.70	\$11,197.88	\$13,254.95
Wildlife	\$1,519.25	\$1,184.50	\$1,210.25	\$2,034.25
Capital Needs	\$590.10	\$646.64	\$741.84	\$780.37
Total	\$9,345.66	\$10,984.84	\$13,149.97	\$16,069.57

The increases in costs come primarily from the animal control division catching up on deferred operational expenses, as well as increased wildlife calls from West Bountiful residents.

Recently, representatives from Davis County and all the cities within the county met to discuss the future of animal control services funding. The consensus from that meeting was to move away from the contract system currently in place, and move the responsibility for animal control funding solely to the county. Under this scenario, West Bountiful would be asked to reduce its property tax rate by our current contracted amount so that it could be absorbed by a new Davis County rate. It is unclear how quickly this change could take place.

Despite this year's cost increase, staff continues to recommend participation with the county as the most effective method of providing animal control services, and hence recommends the adoption of the amendment.

WEST BOUNTIFUL CITY

RESOLUTION #448-19

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE 2016 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

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 parties previously entered into a 2016 Interlocal Cooperation Agreement for Animal Control Services which is labeled Davis County Contract No. 2016-256, and by which the County agreed to provide animal services to the City, the term of which shall run through December 31, 2020; and

WHEREAS, the parties amended Davis County Contract No. 2016-256 by adopting Amendment 1 on March 21, 2016 and Amendment 2 on June 26, 2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that Amendment No. 3 found in Exhibit A is hereby adopted and amends said sections of Davis County Contract No. 2016-256.

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

Passed and approved by the City Council of West Bountiful City this 5th day of February 2019.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

Resolution #448-19

AMENDMENT NO. 3 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 3”) is made and entered into as of January 1, 2019, by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 3 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-256 (the “Agreement”); and
- B. The Parties, through this Amendment No. 3, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 3, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2019 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2019 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,915,670.01
	Operating:	\$312,275.00
	Capital Equipment:	\$58,100.00
	Allocations:	+ \$135,000.71
	Total Expenditures:	\$2,421,045.72
Projected 2019 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$42,750.00
	Wildlife Fees:	\$57,139.25
	Donations:	+ \$11,500.00
	Total Revenues:	\$511,889.25
Projected 2019 Expenditures Less Projected 2019 Revenues:		\$2,421,045.72 - \$511,889.25 \$1,909,156.47
Combined Cities’ 50% Obligation:		\$1,909,156.47 x 50% 954,578.24
Average of the City’s Total Billable Calls for 2017 and 2018:		149.50
Average of Combined Cities’ Total Billable Calls for 2017 and 2018:		10,766.50
The City’s 2018 Usage Rate:		149.50 / 10,766.50 1.39%
The City’s 2019 Calendar Year Obligation to the County:		\$13,254.95

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2019 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2018:	79
Cost to City for Each Wildlife Call in 2018:	\$25.75
The City's 2019 Calendar Year Obligation to County for Wildlife Calls:	\$2,034.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2019 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2019 Obligation of the Combined Cities:	\$56,200.00
The City's 2018 Usage Rate:	1.39%
The City's 2019 Calendar Year Obligation to the County:	\$780.37

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 3, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	WEST BOUNTIFUL CITY
By: _____ Chair, Board of Davis County Commissioners	By: _____ Mayor
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ Davis County Clerk/Auditor	_____ City Recorder
Date: _____	Date: _____
Reviewed and Approved as to Proper Form and Compliance with Applicable Law:	Reviewed and Approved as to Proper Form and Compliance with Applicable Law:
_____ Davis County Attorney's Office	_____ City Attorney
Date: _____	Date: _____

MEMORANDUM



TO: Mayor and City Council

DATE: January 31, 2019

FROM: Cathy Brightwell & Duane Huffman

RE: **2019 Municipal Elections**

This memo outlines staff's intention of continuing to contract with Davis County for election services in 2019. It is being presented at the Feb 5th city council meeting in case the council has questions or would like to discuss additional options.

Background

West Bountiful City will have three seats on the city council up for election this year (seats currently held by James Bruhn, James Ahlstrom, and Andy Williams). The candidate filing period is June 3rd through June 7th. If more than six candidates file, the city will hold a primary on August 13th. The general election will be on November 5th.

Davis County Elections Office

Similar to past years, Davis County is prepared to offer the following services:

- Davis County will provide election services administered by absentee (by mail) ballot, including:
 - o Voting equipment (ADA accessible machines, pollbooks, ballot on demand printers/laptops, ballot scanner/tabulator),
 - o All polling supplies,
 - o Polling location management,
 - o Poll worker management (recruitment, training, reimbursement),
 - o By mail management/processing - ballot and envelope setup, mailing services out and inbound, signature verification, challenge ballot resolution. (Based on problems in the last election they will be sending ballots out 4 weeks in advance of election rather than 3 weeks),
 - o Tabulation of election results (election night reporting on County website and electronic transmission to Lt. Gov. office),
 - o Provisional ballot verification,
 - o Canvass reports,
 - o Election returns retention for 22 months, and
 - o Posting of required legal notices in newspaper (Notice of Election, Sample Ballot, Polling locations, Election results).
- Davis County will support one physical polling location in the city.

- Davis County will not support the Alternate Voting Methods Pilot Project – Rank Choice Voting.
- Davis County will provide a Candidate orientation on June 18 to explain how to get on website, how to get voter rolls, go through the process and demonstrate how equipment works.

The city will handle candidate filing, poll worker approval, polling location approval, ballot approval, legal notices for candidate filing, canvass, and candidate certificates.

For West Bountiful, a high estimate for the cost per election for these services is \$7,000. This cost is dependent on how many other entities share the cost by being on the same ballot. For reference, in 2017, our estimate was originally \$6,400 and we paid \$3,000.

Staff feels strongly that the expertise offered by Davis County is well worth the cost.

Other Updates

The following updates will apply to West Bountiful in 2019:

- Election Day registration – HB-218 – makes Election Day registration available statewide.
- Improved Voter registration – HB-218 – improves the automation of voter registration at the Driver License Division by requiring both first-time applicants and renewals to answer “yes” or “no” to the question about registering to vote making it more difficult to miss the question.
- Private Voters – Voters who choose to be designated as private voters, meaning their information will not be shared, can now do so as part of the registration process, both in paper form and on-line. There is no longer a requirement to provide supporting documentation.
- 17-yr old voters – Effective last year, any 17-yr old that has pre-registered to vote and will be 18 on or before the General election may also vote in the Primary election. The County will mail all eligible voters under this law a ballot.
- 20A-9-404 allows any city of the 3rd, 4th, or 5th class to exempt itself from a Primary Election by choosing to nominate candidates via a committee or convention (no candidate may be nominated that has NOT filed for candidacy during the official filing period). Also, any new political party must file with the city recorder prior to May 31 in order to be recognized as a municipal political party.

**West Bountiful City
Planning Commission Meeting**

January 22, 2019

PENDING- Not Yet Approved

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website, on the West Bountiful City website, and at city hall on January 18, 2018 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, January 22, 2019 at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Chairman Denis Hopkinson, Alan Malan, Corey Sweat, Mike Cottle, Dee Vest (alternate), and Council member Kelly Enquist

STAFF PRESENT: Ben White (City Engineer), Cathy Brightwell (Recorder) and Debbie McKean (Secretary)

MEMBERS EXCUSED: Laura Charchenko

VISITORS: Cameron Madsen, Gary Jacketta, Rhett Yates

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

1. Accept Agenda

Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as presented and Alan Malan seconded the motion. Voting was unanimous in favor among all members present.

2. Consider Conditional Use Permit 19-001, for Utah Auto Pros, LLC, a Used Auto Dealership, at 756 West 500 South

Commissioner packets included a memorandum dated January 18, 2019 from Cathy Brightwell regarding a Conditional Use Permit for Utah Auto Pros, LLC (CUP 19-001) with attached CUP application and site plans.

Cathy Brightwell introduced the application from Cameron Madsen for a Conditional Use Permit to sell used automobiles. His business will be primarily online and there will be no automotive services done as part of the business. There is access for customer parking stalls on the east and the north sides of the building. His inventory will be located on the west side of the building in a gated area that will be locked. They will begin business the middle of February and have the fire inspection completed prior to that time.

Cameron Madsen was invited to take the stand for questions from the Commissioners.

Commissioner Comments/Questions:

Dee Vest asked how much inventory they expect to have; Mr. Madsen responded about 35 vehicles.

Chairman Hopkinson asked about the solid barrier on 500 South and noted it could create an issue when customers are exiting the facility. He suggested one of the conditions be a sign noting a right turn

only coming out of the business. He asked Mr. Madsen to explore ideas to beautify with landscaping as the City is trying to improve the look in this area of our City.

ACTION TAKEN:

Corey Sweat moved to approve the Conditional Use Permit for Utah Auto Pros, LLC (CUP 19-001) located at 756 West 500 South for Cameron Madsen with the following findings: The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community; will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; accompanying improvements will not inordinately impact schools, utilities, and streets; will provide for appropriate buffering of uses and buildings, proper parking and traffic circulation; the use of building materials and landscaping which are in harmony with the area, and compatibility with adjoining uses; will comply with the regulations and conditions specified in the land use ordinance for such use; and the conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection. Conditions include proof of dealer's license and insurance, fire inspection and approval, signage needs to be in compliance with City Code, displayed vehicles must be operable and in sellable condition, install a sign showing there is no left turn allowed when exiting the business, and a West Bountiful City business license needs to be purchased upon issuance of this permit and prior to starting the business. Mike Cottle seconded the motion and voting was unanimous in favor.

3. Consider Proposed Modifications to WBMC Title 17- Yard Regulations.

Commissioner packets included a red-lined copy and clean copy of modifications to the Yard Regulations for R-1-10, R-1-22, and A-1 based on previous meeting discussions after City Council asked them to review these sections of code and hold a public hearing. They suggested that if decks are allowed to encroach into the rear setback, patio covers, which are very similar, should be allowed the same exception.

Ben White stated that staff has tried to clean up this document for review and approval based on previous discussions. He pointed to the redline copy and explained he is also proposing to strike Section 17.xx.055 regarding private streets as it conflicts with Title 16 that prohibits private streets.

Commissioner Comments:

Mike Cottle likes the document for the hearing.

Corey Sweat appreciates staff's hard work but still does not support changing the setback.

Dee Vest liked the comparison chart the staff put together and made some suggestions about side setbacks.

Alan Malan came to the conclusion from all the discussion from last meeting that most concerns are with the encroachment into the setback. He is not in favor of allowing gabled roofs over the patio. He suggested that the language for patios be clarified to include "patio floor" or "patio elevation" must be below the lowest inhabited finished floor. Staff will make that correction.

75 **Chairman Hopkinson** agrees that encroaching into the setback is not good. He also pointed out that
76 page 2, item #5 “Yard Space for one building only” is hard to understand. Ben White tried to explain
77 what he believes it meant and the context of the paragraph. Mr. Hopkinson questions the benefit of
78 this language. Ben will check with Mr. Doxey to see how it could be clarified.

79 There was general discussion about rear setback encroachment. Several commissioners believe that
80 rather than allowing patio covers the same exceptions as decks, neither one should be allowed to
81 encroach into the setback.

82 Mr. White explained that even if the Commission disagrees with some of the proposed language,
83 something needs to be presented to the public for the hearing. If after hearing public comments they
84 still disagree, a negative recommendation can be made to city council.

85 Commissioner Sweat stated that he feels the Council will do as the Council will do even after the
86 public opinion and the Planning Commission recommendation. Mr. White stated that he feels
87 historically the Council has been supportive of their recommendations.

88 Chairman Hopkinson noted that we have the best setbacks for open space in the whole county
89 according to the comparison chart the Staff provided for their review.

90 Chairman Hopkinson said the Commission needs to decide on the criteria to present to the public
91 then they can deliberate from that point after the public input and before sending recommendations to
92 the Council.

93 **17.xx.050 Yard Regulations**

94 After some discussion it was decided that the only changes to staff’s draft is that 25 feet will be the
95 recommendation for both decks and patio covers to encroach into the rear setback and there will be
96 no exceptions. Clarification will also be added that the patio “elevation” must be equal to or below
97 the lowest inhabited finished floor. Staff will also try to make “Yard space for one building” easier to
98 understand.

99 **17.XX.060 Height Regulations (R-1-10 & R-1-22)**

100 The maximum height for accessory structures in the R-1-10 and R-1-22 zones will be 25 feet. The
101 proposal to add an additional foot to the setback for additional height was deleted. The
102 requirement for non-transparent glass will be clarified to include “privacy glass” or similar verbiage
103 and a reason for the requirement. Height regulations for the A-1 zone will be left as is.

104 Alan Malan suggested adding regulations for lighting on the Accessory Buildings for review of the
105 public. Some discussion took place and it was decided that we cannot legislate everything. Staff will see
106 what they can do to refine some of the language.

107 **A public hearing will be set for February 12, 2019 at 7:30 pm or as soon thereafter as time permits.**
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109 **4. Discuss Proposed Modifications to WBMC Title 17- Parking.**

110 A redlined copy of 17.52 Off Street Parking was given to the Commission for their review. Ben
111 White reviewed the redline changes and noted they were to clarify the language and detail more
112 safety specifications.

Commissioners reviewed the document in its entirety. After review and discussion, it was suggested that Section 17.52.070 - Location of Off-Street Parking be kept at the 10-foot set back but reword the paragraph for clarity.

5. Staff Report

Commissioner Vest asked to report on the Legacy Parkway meeting.

Dee Vest went to the Legacy Meeting regarding expiration of the truck and speed limit ban and gave the following report. He stated that there are three issues that affect West Bountiful. They are the truck ban, adding additional lanes from 4 to 6 lane can be added with no sound walls, and the speed limit can be increased. The existing contract expires January 2020. Commissioner Vest noted that these changes will affect the Legacy Trail and likely cause homes abutting the highway to be sold because of the increased noise and lack of safety. People do not want the current restrictions to expire. He suggested that surrounding communities join together to oppose the ban. Councilmember Enquist noted that when they expand the highway it will not be widened but they will add lanes inside the corridor. This is a scenic byway so the only thing that will not change is there will be no billboards. There is a large community group in North Salt Lake, Woods Cross, West Bountiful and Centerville looking for support to fight the elimination of the ban. Cathy has more information on the above if anyone is interested.

Holly Frontier Update

Chairman Hopkinson reported on the Holly Refinery report at the last City Council meeting regarding the false alarms. Scott White, Refinery Manager, was very apologetic for the false alarms and said the alarms are meant for employees/people on the property and not meant for the surrounding residents. A fault was found in the system and has been repaired. Protocol should be that when an alarm is heard concerned citizens should call into dispatch and the City determines what citizens will do. Holly Refinery does not make the call to evacuate the City. It was recommended that residents register for the Reverse 911 (Code Red) call out to keep informed of any emergency situations in our Community. Citizens can also call the Holly Refinery Careline if they have any issues or concerns with issues regarding Holly Refinery.

6. Consider Approval of Minutes from January 8, 2019 meeting.

ACTION TAKEN:

Corey Sweat moved to approve of the minutes of the January 8, 2018 meeting as present. Alan Malan seconded the motion and voting was unanimous in favor.

7. Adjournment

ACTION TAKEN:

Alan Malan moved to adjourn the regular session of the Planning Commission meeting at 9:25 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.

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The foregoing was approved by the West Bountiful City Planning Commission on February 12, 2019 by

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unanimous vote of all members present.

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Cathy Brightwell – City Recorder

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PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held at 7:33 p.m. on **Tuesday, January 15, 2019** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

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

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Chief Todd Hixson, Ben White (City Engineer), Steve Maughan (Public Works Director), Patrice Twitchell (Acting Recorder), Dallas Green (Acting Director of Golf)

VISITORS: Alan Malan, Denis Hopkinson, Mark Page, Chief Basset, Gary Jacketta, Dennis Vest, Jay Gough, Richard Conte, Jared Nattress, Liz Moore, Linda Scott, Christelle Hunter, John Hunter, Ben Wuthrich, Brock Lundgren, Brison Lundgren, Dale Poulsen, Adam Hine, Margaret Floyd, Terry Cirilo, Melanie Ward

Mayor Romney called the regular meeting to order at 7:32 pm. Andy Williams provided an invocation; Kelly Enquist led the Pledge of Allegiance.

1. Approve Agenda

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

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

No public comment.

3. HollyFrontier Refinery Report – Scott White, Refinery Manager

Scott White, refinery manager, updated the city on the recent false alarms and the subsequent fire. He said actions have been taken to correct the problem with the alarms and he apologized for the disruptions. He explained there were four false alarms, so they hired a contractor to fully inspect the system. The inspection revealed a remote switch had water that was causing problems which has since been fixed. The Community Care line received 14 calls of concern. A letter will be going to surrounding residents explaining the problem and apologizing for the false alarms.

Mr. White also commented on the recent fire. A reformer unit had a small fire so South Davis Metro Fire was called to provide backup to the refinery's fire resources. There were no injuries or

shut downs, and the cause of the fire is under investigation. He concluded by emphasizing that Holly strives to be a good neighbor to the community.

Mayor Romney commented that several months ago the city met with HollyFrontier about emergency communications, and he believes progress has been made. Fire Chief Bassett added that he believes incident management and communications worked very well between the refinery and the fire department on the fire. Chief Hixson stated he thought the incident was handled very well.

Duane Huffman commented that communications still has room to improve, and he cited the non-emergency false alarms as an example. It's important to get information out to the public as soon as possible and asked if HollyFrontier could do it via social media. Mr. White said HollyFrontier does not have any social media and company policy currently prohibits it. Duane asked him to consider if there is value in going that direction.

Questions/Comments from the Public:

Terry Cirilo, 925 W Ruby Way, said she wants to hear an "All Clear" announcement. She has never had a phone number to the Customer Care phoneline, and she needs to be better informed, which is the case especially for people that do not have access to social media. She thanked HollyFrontier for coming to the meeting to discuss the problems.

Adam Hine, 206 N 800 West, thanked HollyFrontier and Chief Bassett for coming to discuss the issues. He would like a Reverse 911/Code Red, even by text, to notify residents if the incident is only for Holly employees. Mayor Romney said he is looking at options to set up text notifications that residents could sign-up for.

Mark Page, 648 W 1300 North, is concerned about his rental properties that are near the refinery and the lack of notifications to residents. He has concerns about the high volume of the alarms and asked if employees could wear an alarm system on their person instead of the overhead alarm. Mr. White responded that the volume is high due to loud machinery; it is set so all employees can hear it over the noise of the refinery. Mr. Page asked if the alarm is required by OSHA and Mr. White said he cannot speak for OSHA but believes it is the industry standard.

4. Public Hearing Regarding a Petition for Annexation for 3.11 Acres of Property located at approximately 1338 W 1200 North.

An annexation petition was received on October 22, 2018 for property located at 1338 W 1200 North consisting of 3.11 acres (parcel #06-027-0051) contiguous to the corporate boundaries of West Bountiful City. The annexation process, required under UCA 10-2-416, has been followed including notice once a week for three consecutive weeks in the local newspaper, after which neither Davis County nor West Bountiful received any written protests.

MOTION: *James Bruhn made a Motion to Open the Public Hearing. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all present.*

No public comments were offered.

MOTION: *James Bruhn made a Motion to Close the Public Hearing. Andy Williams seconded the Motion which PASSED by unanimous vote of all present.*

5. Consider Ordinance #412-19, An Ordinance Approving the Annexation of 3.11 Acres of Property located at Approximately 1338 W 1200 North into West Bountiful City.

MOTION: *James Ahlstrom made a Motion to Approve the Annexation of 3.11 Acres of Property located at Approximately 1338 W 1200 North into West Bountiful City. James Bruhn seconded the Motion which PASSED.*

The vote was recorded as follows:

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

6. Consider Award of Architect Contract for the Public Works Complex Master Plan.

Duane Huffman said that after reviewing six proposals and conducting interviews, staff is ready to recommend awarding a contract to JRCA Architects for the completion of a master plan for a new public works complex on 1200 North, based primarily on their experience with similar projects and their methods as discussed in the interview. As an example, JRCA has either completed or is working on Master Plans for West Jordan, Provo, Midvale, Riverton, South Jordan, Heber, Orem, Mapleton, West Valley, Kaysville, South Ogden, South Salt Lake, Springville, and UDOT.

He reviewed the scope, proposal and fee worksheet.

MOTION: *James Ahlstrom made a Motion to Award the Architect Contract for the Public Works Complex Master Plan to JRCA. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

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

7. Discuss Park Restroom/Concessions Building Design.

City staff has been working on a building design to replace the existing concessions and restroom building located near the baseball fields at city park with the intent to begin construction after the July 4 celebrations this summer. Several design concepts were shared to determine if they meet the Council's expectations.

The building is proposed to be 975 sq. ft. There was discussion of layout, fountains, overhang, awnings, etc. Ultimately, council directed staff to proceed with the plans as currently presented.

Plans will go for some specialized engineering, then out to bid.

8. Consider Appointment of Dallas Green as Acting Director of Golf.

MOTION: *James Ahlstrom made a Motion to Appoint Dallas Green as Acting Director of Golf. Andy Williams seconded the Motion which PASSED.*

The vote was recorded as follows:

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

9. Consider Resolution #447-19, A Resolution Appointing Ron Crandall to the Emergency Preparedness Advisory Committee.

MOTION: *Andy Williams made a Motion to appoint Ron Crandall to EmPAC with a term expiring December 31, 2022. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

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

10. Public Works/Engineering Report

Steve Maughan-

- Pot-holing utilities for future projects, great equipment making this very successful.
- Main line water leak in 6-inch pipe at 600 W 940 North. The valve blew while shutting it down to work on the leak so a new one was put in.
- 1100 West culinary water line was tied in for the Highgate subdivision

Ben White-

- Jessi Meadows asphalt project is out to bid. Will review bids the end of the month and bring recommendation back in February.

11. Police Report

- Chief Hixson reported that Sgt. Lance Wilkinson is celebrating his five-year anniversary.
- Training on the new Proposition 2 law will be this Thursday.
- The advertisement for the vacant full-time officer position has been posted.
- The next EmPAC quarterly meeting will be on February 19th.

12. Administrative Report (Duane Huffman) –

- There is a community meeting scheduled for tomorrow, January 16, in North Salt Lake regarding the expiration of the truck ban and speed limit restriction on Legacy Parkway. There is concern about noise, road expansion, impact to Legacy trail.

- Legislature in session soon, and it is important to cultivate relationships with our representatives.
- UDOT work on the 500 West/1000 North street light to start soon.

13. Mayor/Council Reports

Mayor – South Davis Recreation District is discussing the future of programs. They are working on a master plan with a survey to see what items residents would like to see. Recreation center will staff the new ice ribbon in Bountiful.

The Fire board is going well with construction of the new Centerville station coming right along.

Kelly Enquist – Mosquito Abatement District will be hiring a tree hole crew - pay is \$10.50/hr. They have been discussing the inland port and the potential of alien mosquitoes coming into the area.

Planning commission is having a lot of discussions on decks and patio covers and a public hearing will be scheduled for February.

Andy Williams – Youth Council is doing well. Their ‘Pillows and Blankets’ activity is scheduled for the 24th and intended to be a safe place for kids to talk.

James Bruhn – Provided an update on Wasatch Integrated.

Mark Preece – South Davis Sewer District will hold an open house at the South Plant on February 7th.

James Ahlstrom – Asked what is the latest on Destination Homes? Duane responded that we have not heard from them since December, and they have yet to make an application or request any additional meetings.

14. Consider Approval of Minutes from the December 18, 2018 City Council Meeting.

MOTION: *James Ahlstrom made a Motion to approve the December 18, 2018 City Council meeting minutes as presented. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

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

Executive Session was not needed.

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219 **16. Adjourn Meeting.**

220 **MOTION:** *James Ahlstrom made a Motion to adjourn this meeting of the West Bountiful*
221 *City Council at 9:44 pm. Andy Williams seconded the Motion which PASSED*
222 *by unanimous vote of all members present.*

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228 *The foregoing was approved by the West Bountiful City Council on February 5, 2019 by unanimous*
229 *vote of all members present.*

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Cathy Brightwell (City Recorder)