

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

WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, JUNE 7, 2022, AT THE CITY OFFICES

Invocation/Thought – By James Bruhn; Pledge of Allegiance – By Kelly Enquist

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if speaking on behalf of a group.
3. Davis County Update – Commissioner Stevenson.
4. Public Hearing to Receive Comments on Amendments to the Fiscal Year 2021-2022 Budget.
5. Public Hearing to Receive Comments on Fiscal Year 2022-2023 Tentative Budget, Including the West Bountiful Redevelopment Agency and a Proposed 7% Increase in the City's Pay Scale, including Elected Officials.
6. Onion Patch Securities/Manheim Remarketing Land Use Proposal.
7. Ordinance 453-22, An Ordinance Creating Outdoor Vehicle Storage Overlay Zone (OVSO).
8. Ordinance 454-22, An Ordinance Amending WBMC 17.92 Outdoor Storage.
9. Fiscal Year 2022 Fraud Risk Assessment.
10. Resolution 517-22, A Resolution Authorizing an Interlocal Agreement with Davis County for Placement on City Property of a 24-Hour Video Surveillance System of the Unattended Ballot Drop Box.
11. Meeting Minutes from May 17, 2022.
12. Staff Reports – Police, Public Works, Engineering/Community Development.
13. Mayor/Council Reports.
14. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
15. Adjourn.

This agenda was posted on the State Public Notice website, the city website, emailed to the Mayor and City Council, and provided to the Davis Journal on June 3, 2022, by Cathy Brightwell, City Recorder.

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NOTICE OF PUBLIC HEARING

The West Bountiful City Council will hold two public hearings at the city offices, 550 N 800 West, on **June 7, 2022, at 7:30 pm**, or as soon thereafter as agenda allows.

- 1) The purpose of the first hearing is to receive input on the FY 2022-2023 Tentative Budget, including the West Bountiful Redevelopment Agency. The Tentative Budget includes a proposed 7% increase in the city's pay scale, including elected officials.
- 2) The purpose of the second hearing to receive input on Amendments to the FY 2021-2022 Budget.

A copy of the proposed documents may be viewed during regular business hours at the City Offices, or on the city website: www.wbcity.org under Calendar or Public Notices.

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

Cathy Brightwell
City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: June 3, 2022

FROM: Duane Huffman, City Administrator

RE: **FY 23 Tentative Budget – Hearing and Updates**

The city council set a tentative budget at the May 3rd. This budget has been publicly available for review, and a public hearing is scheduled for June 7th to receive formal public comment (the public is always welcome to discuss budget specifics with staff members or submit written comments).

Since the May 3rd meeting, the council has continued to discuss and refine budgetary issues. The following list represents proposed updates from the tentative budget.

- Proposed/Discussed Updates:
 1. Pay scale adjustments
 - Public Works – 7% (was 3% in tentative budget)
 - Police – 2% (was 1.5% in tentative budget)
 2. Workers Compensation Rates – decrease of \$10,000 across funds
 3. Donation to CenterPoint Legacy Theater of \$15,000
 4. Sidewalk Repair – Increase to \$100,000 (was \$50,000 in tentative budget)
- Items Still Pending:
 5. Property Tax Certified Tax Rate
 6. Park Improvements
 - South Playground at City Park - \$60,000- \$70,000
 - Lighting at City Park (estimate pending)
 7. Road Maintenance
 - Current placeholder of \$150K for seal coat/slurry seal
 - Staff is exploring more significant repairs on 675 W
 8. Vehicles – Staff is still finalizing which vehicles may be received in Fiscal Year 22 vs. Fiscal Year 23
 9. Capital Projects – Staff is still estimating costs between FY 22 and FY 23 for on-going projects - 600 W and the Public Works Facility

Staff recommends that the council wait until the June 21st meeting to adopt the final budget. This will allow for continued updates such as the final certified property tax rate.

WEST BOUNTIFUL CITY

TENTATIVE BUDGET MESSAGE FOR

FISCAL YEAR 2022/2023



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

Utah Code Annotated § 10-6-111 requires the budget officer to prepare and file with the city council a tentative budget for the coming fiscal year on or before the first regularly scheduled council meeting in May. This budget message introduces a tentative budget for the July 1, 2022 – June 30, 2023 fiscal year.

At the meeting on May 3, 2022, the city council tentatively accepted the budget and set a public hearing for June 7, 2022 at 7:30pm to receive public input prior to final consideration and adoption. As updates become available and the council continues to consider priorities, it is expected that changes will be made to the tentative budget prior to final approval.

FISCAL YEAR 2022/2023 TENTATIVE BUDGET SUMMARY

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

GENERAL FUND

The city's overall financial health is best reflected in the stability of the General Fund. The FY 2023 budget demonstrates how well the city weathered the uncertainty faced from the prolonged COVID-19 pandemic and now rapid inflation. Revenues are led by strong sales tax growth, and proposed expenditures are conservative while the city continues completes major projects such as a new public works facility. The budget proposes investments in workforce (a community development position, 7% increase in the pay scale), equipment (service vehicle rotations, police records management software), and facilities (new public works site, park improvements, and golf course improvements).

General Fund Revenues –

The FY 2023 tentative budget projects a 6% increase in sales tax growth.

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

Total revenues are projected at \$5,798,000.

General Fund Expenditures –

The FY 23 tentative budget proposes measured investments in personnel and equipment designed to improve long term efficiency and enhance the quality of services.

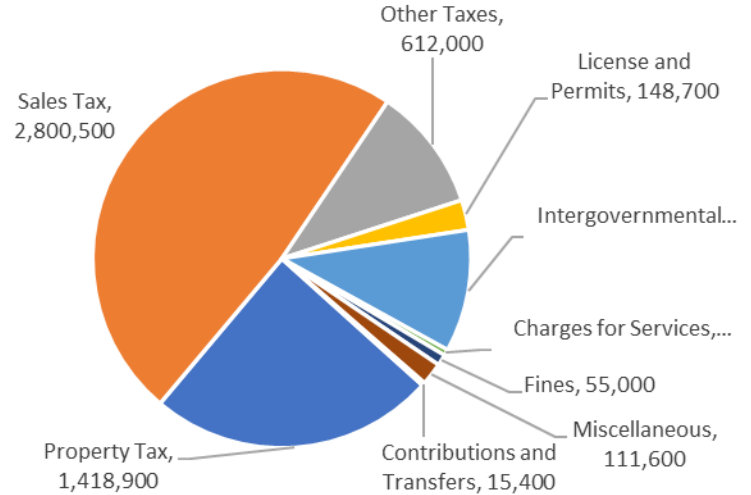
In terms of capital investments, the budget contemplates funding for the public works facility and equipment such as, police and public works service vehicles. There is also a funding set aside towards street repairs in conjunction with water line improvements.

In terms of human capital, one community development position is included. It also includes an inflationary increase of 7% to the city's pay scale for general employees and 2% for police (police received a significant increase a few months ago).

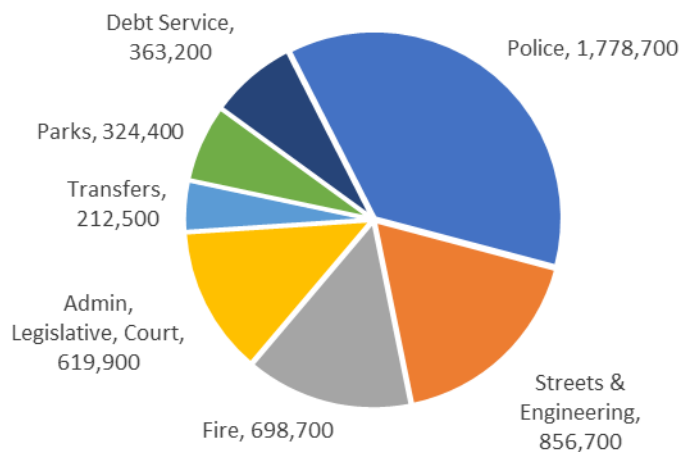
Recreation, Arts, and Parks (RAP) TAX FUND

Collection of RAP Tax revenues largely follow the sales tax trends included in the General Fund. The tentative budget includes investments in refurbishing the Charnell pocket park, and improvements at parks related to the playground equipment and surfacing.

FY 23 GENERAL FUND REVENUES



FY 23 GENERAL FUND EXPENDITURES



IMPACT FEES & CAPITAL IMPROVEMENT FUNDS

Designated resources from the Streets Capital Improvement Fund (property taxes set aside for streets), Impact Fee funds, Storm Water Fund, and the Water Fund are allocated to specific projects. Capital Improvement planned for FY 23 include:

- Street overlays in conjunction with water line replacements for 560 W, 1810 N, 1890 N, and the eastern portion of Porter.
- Public Works Facility. The design and beginning phase of construction for this \$5.5 million project began in FY 22, and it will be completed in FY 23. It is funded through a combination of city funds and bonds.

WATER FUND

Water Fund revenues for FY 2023 are projected to be stable at \$1.48 million. Capital improvements include \$540,000 for water line replacements for 560 W, 1810 N, 1890 N, and the eastern portion of Porter. A water capital facilities plan, impact fees plan, and fee study are underway.

GOLF FUND

Revenues at the golf course are highly dependent on favorable weather, which makes them difficult to project with any accuracy. The COVID-19 pandemic led to a surge in golf play around the country, and Lakeside saw historical levels of play and revenues in the 2020 and 2021 seasons. The proposed expenditures reflect the continued strategy of catching-up on deferred needs, including investments for cart paths. Funding is also included mower replacements. Water scarcity is a long term challenge for the course.

Summary

Overall, the City's finances are healthy and stable. The FY 2023 tentative budget is designed to make strategic investments with available funds while retaining the flexibility to adjust for future large projects or pull back spending when required by fluctuations in future year revenues.

As the budget officer, I welcome all inquiries and suggestions that the public may have, and I look forward to continuing to work with staff and the city council as the budget is finalized and implemented. Again, the public hearing is scheduled for June 7, 2022 at 7:30pm at West Bountiful City Hall.

Duane Huffman
City Administrator
E-mail: dhuffman@wbcity.org
Office: (801) 292-4486

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
GENERAL FUND - REVENUES							
TAXES							
10-31-110	CURRENT YEAR PROPERTY TAXES	1,415,557	1,358,900	1,358,900	1,358,900	1,358,900	
10-31-111	PRIOR YEAR - DELINQUENT COLLEC	6,910	15,000	15,000	15,000	15,000	
10-31-112	VEHICLE FEES	43,728	45,000	45,000	45,000	45,000	
10-31-130	SALES AND USE TAXES	2,551,460	2,446,300	2,642,000	2,642,000	2,800,500	6%
10-31-142	MUNICIPAL ENERGY SALES TAX	375,482	322,000	322,000	322,000	342,000	
10-31-144	FRANCHISE FEES - CABLE	51,388	36,000	36,000	36,000	36,000	
10-31-146	MUNICIPAL TELECOM SALES TAX	27,998	54,000	54,000	54,000	30,000	
10-31-150	ROOM TAX	19,453	20,000	20,000	20,000	20,000	
10-31-155	HWY/TRANSPORTATION TAX	201,788	160,700	173,600	173,600	184,000	6%
TOTAL TAXES		4,693,763	4,457,900	4,666,500	4,666,500	4,831,400	
LICENSES & PERMITS							
10-32-210	BUILDING PERMITS	102,587	60,000	60,000	60,000	80,000	
10-32-211	PLAN CHECK FEES	53,568	35,000	35,000	35,000	45,000	
10-32-212	ELECTRICAL FEES	810	500	500	500	500	
10-32-216	MECHANICAL FEES	360	200	200	200	200	
10-32-220	BUSINESS LICENSE	21,217	20,000	20,000	20,000	20,000	
10-32-295	OTHER PERMITS - EXCAVATION	3,260	3,000	3,000	3,000	3,000	
TOTAL LICENSES & PERMITS		181,802	118,700	118,700	118,700	148,700	
INTERGOVERNMENTAL							
10-33-310	CLASS 'C' ROAD FUNDS	254,589	230,000	240,000	240,000	240,000	
10-33-320	GRANTS - STATE	11,951	2,800	12,000	12,000	12,000	
10-33-340	GRANTS - FEDERAL	172,486	0	344,400	344,400	344,400	ARPA
10-33-345	GRANTS - COUNTY / OTHER	0	0	0	0	0	
10-33-380	STATE LIQUOR FUND ALLOTMENT	8,853	7,000	9,500	9,500	9,500	
TOTAL INTERGOVERNMENTAL		447,879	239,800	605,900	605,900	605,900	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual		21/22 Original	21/22 1st Amend	21/22 2nd Amend		22/23 Tent v.2	Notes
CHARGES FOR SERVICES									
10-34-420	LAND USE AND SUBDIVISION FEES	34,186		20,000	20,000	20,000		20,000	
10-34-440	PARK RESERVATION FEES	7,445		3,500	7,000	7,000		7,000	
10-34-460	SALE-COPIES, MAPS & OTHER	0		0	0	0		0	
10-34-465	POLICE REPORTS & OTHER REIMBRS	2,327		3,000	3,000	3,000		3,000	
	TOTAL CHARGES FOR SERVICES	43,958		26,500	30,000	30,000		30,000	
FINES & FORFEITURES									
10-35-510	FINES & FORFEITURES	47,404		55,000	55,000	55,000		55,000	
	TOTAL FINES & FORFEITURES	47,404		55,000	55,000	55,000		55,000	
MISCELLANEOUS									
10-36-600	INTEREST EARNED - GENERAL	2,793		40,000	40,000	40,000		40,000	
10-36-630	YOUTH COUNCIL FUNDRAISER	0		0	0	0		0	
10-36-640	SALE OF FIXED ASSETS	86,723		165,800	165,800	165,800		40,000	Police/PW
10-36-650	FACILITY/LAND RENTAL	22,622		21,600	21,600	21,600		21,600	
10-36-690	MISC. REVENUE	62,542		10,000	10,000	10,000		10,000	
	TOTAL MISCELLANEOUS	174,680		237,400	237,400	237,400		111,600	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual		21/22 Original	21/22 1st Amend	21/22 2nd Amend		22/23 Tent v.2	Notes
CONTRIBUTIONS & TRANSFERS									
10-38-810	JULY 4TH DONATIONS/FEES	6,000		0	9,500	8,000		8,000	
10-38-860	CONTRIBUTIONS - PRIVATE	0		0	0	0		0	
10-38-870	TXFR'S FROM RAP TAX FUND	7,400		7,400	7,400	7,400		7,400	
10-38-897	TXFR'S FROM POLICE IMPACT FEES	3,000		3,000	3,000	10,000		0	
10-38-899	CONTRIBUTIONS - FUND SURPLUS	0		87,800	90,200	41,300		386,800	
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	0		0	0	0		0	
TOTAL CONTRIBUTIONS & TRANSFERS		<u>16,400</u>		<u>107,700</u>	<u>110,100</u>	<u>66,700</u>		<u>402,200</u>	
GENERAL FUND - I									
TOTAL REVENUES		<u>5,605,886</u>		<u>5,243,000</u>	<u>5,823,600</u>	<u>5,780,200</u>		<u>6,184,800</u>	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
GENERAL FUND - EXPENDITURES							
LEGISLATIVE							
10-41-110	SALARIES & WAGES	47,744	50,200	50,200	50,200	52,600	
10-41-115	SALARIES & WAGES - CC MTGS	5,350	5,700	5,700	5,700	5,700	
10-41-131	GROUP HEALTH INSURANCE		500	500	500	500	
10-41-132	WORKERS COMP INSURANCE	469	800	800	800	800	
10-41-133	FICA TAXES	4,200	4,300	4,300	4,300	4,500	
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	50	200	200	200	200	
10-41-230	TRAVEL	2,402	2,600	2,600	2,600	2,600	
10-41-330	SEMINARS & CONVENTIONS	1,190	1,100	3,000	3,000	1,500	
10-41-610	MISCELLANEOUS SUPPLIES	660	1,500	1,500	1,500	1,500	
TOTAL LEGISLATIVE		62,065	66,900	68,800	68,800	69,900	
COURT							
10-42-114	SALARIES & WAGES - TEMP/P-TIME	0	0	0	6,000	0	
10-42-311	LEGAL FEES	28,700	32,400	32,400	32,400	32,400	
10-42-621	WITNESS FEES	0	500	500	500	500	
TOTAL COURT		28,700	32,900	32,900	38,900	32,900	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
ADMINISTRATIVE							
10-43-110	SALARIES & WAGES	177,727	191,900	191,900	191,900	208,500	
10-43-114	SALARIES & WAGES - TEMP/P-TIME	6,281	13,000	13,000	13,000	13,000	
10-43-125	LONG TERM DISABILITY	873	1,200	1,200	1,200	1,100	
10-43-130	RETIREMENT	33,364	33,800	33,800	33,800	35,700	
10-43-131	GROUP HEALTH INSURANCE	39,617	33,900	33,900	33,900	33,500	
10-43-132	WORKERS COMP INSURANCE	1,406	1,800	1,800	1,800	2,000	
10-43-133	FICA TAXES	13,917	15,900	15,900	15,900	16,100	
10-43-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400	2,400	2,400	
10-43-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	5,099	6,000	6,000	6,000	6,000	
10-43-240	OFFICE SUPPLIES & EXPENSE	5,287	5,000	5,000	5,000	5,000	
10-43-241	POSTAGE	2,242	2,000	2,000	2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	2,494	2,500	2,500	2,500	2,500	
10-43-311	CONSULTING SVCS - COMPUTER	9,456	10,000	10,000	10,000	10,000	
10-43-312	CONSULTING SVCS - GENERAL	0	6,000	15,000	15,000	15,000	
10-43-330	EDUCATION AND TRAINING	615	5,000	5,000	5,000	3,000	
10-43-440	BANK CHARGES	16,180	14,000	14,000	14,000	16,000	
10-43-610	MISCELLANEOUS SUPPLIES	170	0	0	0	0	
10-43-620	MISCELLANEOUS SERVICES	3,313	2,200	2,200	2,200	2,200	
10-43-621	ADVERTISING	376	1,000	1,000	1,000	1,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	1,577	2,000	2,000	2,000	2,000	
TOTAL ADMINISTRATIVE		322,393	349,600	358,600	358,600	377,000	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
ENGINEERING							
10-46-110	SALARIES & WAGES	42,494	50,700	50,700	50,700	55,000	
10-46-125	LONG TERM DISABILITY	0	300	300	300	300	
10-46-130	RETIREMENT	6,776	9,200	9,200	9,200	9,700	
10-46-131	GROUP HEALTH INSURANCE	8,753	10,700	10,700	10,700	11,000	
10-46-132	WORKERS COMP INSURANCE	481	800	800	800	800	
10-46-133	FICA TAXES	3,259	4,100	4,100	4,100	4,400	
10-46-134	ALLOWANCES - VEHICLE	2,200	2,400	2,400	2,400	2,400	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	224	500	500	500	500	
10-46-330	SEMINARS AND CONVENTIONS	600	1,600	1,600	1,600	2,300	
10-46-610	MISCELLANEOUS SUPPLIES	0	1,500	1,500	1,500	3,400	
10-46-620	MISCELLANEOUS SERVICES	0	1,000	3,000	3,000	1,000	
10-46-740	CAPITAL OUTLAY - EQUIPMENT	0	0	0	0	0	
TOTAL ENGINEERING		64,787	82,800	84,800	84,800	90,800	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
NON-DEPARTMENTAL							
10-50-220	DISASTER CLEAN UP	20,847	0	0	0	0	
10-50-282	TELEPHONE-CELL	6,911	5,000	6,000	6,000	6,000	
10-50-309	NETWORK SERVICES	27,975	21,000	28,000	28,000	28,000	
10-50-310	AUDITING FEES	9,400	9,400	13,400	13,400	9,200	New Contract
10-50-311	ATTORNEY FEES	55,410	47,000	47,000	47,000	50,000	
10-50-312	AUTOMOBILE INSURANCE	7,704	6,000	7,800	7,800	7,800	
10-50-313	BUILDING INSPECTIONS	38,400	25,000	30,000	30,000	40,000	
10-50-509	PROPERTY INSURANCE	12,429	12,700	13,800	13,800	14,500	
10-50-510	LIABILITY INSURANCE	25,444	26,000	27,400	27,400	27,400	
10-50-511	INSURANCE BONDING	1,951	2,500	2,500	2,500	2,500	
10-50-608	EMERGENCY PREPAREDNESS CMTTE	34	3,000	3,000	3,000	3,000	
10-50-610	EMERGENCY SUPPLIES	0	2,000	2,000	2,000	2,000	
10-50-611	ELECTION EXPENSES	0	8,000	7,000	7,000	0	
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	3,227	7,400	7,400	7,400	7,400	
10-50-613	CITY CELEBRATIONS	9,903	28,100	28,100	28,100	33,000	
10-50-614	CITY NEWSLETTER EXPENSES	1,988	5,000	5,000	5,000	5,000	
10-50-616	YOUTH COUNCIL EXPENSES	1,067	4,000	6,000	6,000	6,000	
10-50-618	HISTORICAL COMM PROJECTS	200	1,000	1,000	1,000	1,000	
10-50-619	COMMUNITY PANDEMIC	245,265	0	0	0	0	
10-50-620	ANIMAL CONTROL	17,616	17,000	17,000	17,000	17,000	
10-50-622	ART CENTER DONATION	15,000	500	500	500	15,500	
10-50-623	TAX/LEGAL SETTLEMENT	30,000	0	0	0	0	
10-50-631	EMPLOYEE INCENTIVE	3,083	1,000	2,000	2,000	3,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	7,015	0	0	0	0	
10-50-741	CAPITAL OUTLAY - SOFTWARE	2,900	6,000	6,000	3,400	0	
10-50-745	CAPITAL OUTLAY - SUBDIVISIONS	10,089	0	0	0	0	
TOTAL NON-DEPARTMENTAL		553,857	237,600	260,900	258,300	278,300	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
GENERAL GOVERNMENT BUILDINGS							
10-51-260	BLDGS & GROUNDS - SUPPLIES/MNT	27,764	28,000	28,000	28,000	28,000	
10-51-261	PAINT & REPAIRS	0	60,000	60,000	60,000	43,000	Carpet/Chambers
10-51-270	UTILITIES	24,462	24,000	24,000	26,000	37,000	
10-51-280	TELEPHONE / INTERNET	9,096	8,000	8,000	11,000	0	
10-51-620	MISCELLANEOUS SERVICES	1,891	1,500	1,500	1,500	2,900	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0	0	688,800	ARPA/Public Works Facility
TOTAL GENERAL GOVERNMENT BUILDINGS		63,214	121,500	121,500	126,500	799,700	
PLANNING & ZONING							
10-53-110	SALARIES & WAGES	26,899	28,000	28,000	28,000	77,800	New Employee
10-53-125	LONG TERM DISABILITY	122	200	200	200	400	
10-53-130	RETIREMENT	4,088	4,300	4,300	4,300	12,500	
10-53-131	GROUP HEALTH INSURANCE	4,053	4,300	4,300	4,300	26,300	
10-53-132	WORKERS COMP INSURANCE	24	100	100	100	100	
10-53-133	FICA TAXES	2,023	2,100	2,100	2,100	6,000	
10-53-311	PROFESSIONAL PLANNERS	5,258	5,000	5,000	5,000	5,000	
10-53-330	EDUCATION & TRAINING	0	200	200	200	200	
10-53-610	MISCELLANEOUS EXPENSES	1,800	1,000	1,000	1,000	6,000	
10-53-620	COMMISSION FEES	5,552	5,800	5,800	5,800	5,800	
TOTAL PLANNING & ZONING		49,819	51,000	51,000	51,000	140,100	

**WEST BOUNTIFUL CITY -
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TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
POLICE							
10-54-110	SALARIES & WAGES	505,170	680,300	741,100	741,100	857,700	
10-54-111	OVERTIME SALARIES & WAGES	27,146	30,000	35,000	35,000	35,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	4,100	1,000	8,000	8,000	8,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	18,435	16,200	16,200	16,200	16,200	
10-54-116	LIQUOR ENFORCEMENT SHIFTS	549	1,000	1,000	1,000	1,000	
10-54-119	CARES/COVID19 WAGES	67,035	0	0	0	0	
10-54-125	LONG TERM DISABILITY	3,065	4,300	4,700	4,700	4,500	
10-54-130	RETIREMENT	173,119	197,000	214,800	214,800	249,700	
10-54-131	GROUP HEALTH INSURANCE	147,817	172,200	172,200	172,200	170,000	
10-54-132	WORKERS COMP INSURANCE	6,952	10,000	11,000	11,000	12,600	
10-54-133	FICA TAXES	48,912	56,000	61,600	61,600	70,200	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	729	900	900	900	900	
10-54-240	OFFICE SUPPLIES & EXPENSE	5,421	4,100	4,100	4,100	3,900	
10-54-241	PRINTING	272	900	900	900	900	
10-54-250	VEHICLE SUPPLIES & MAINT	23,761	26,500	26,500	26,500	21,900	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	0	0	0	0	0	
10-54-255	FUEL	22,597	27,300	35,000	37,000	36,000	
10-54-282	TELEPHONE - CELLULAR	11,593	12,800	12,800	12,800	12,800	
10-54-310	NARCOTICS ENFORCEMENT	4,729	4,700	4,700	4,700	4,700	
10-54-311	PROFESSIONAL SERVICES	24,730	25,400	25,400	25,400	27,300	
10-54-321	DISPATCH FEES	25,650	43,200	43,200	43,200	43,200	
10-54-330	EDUCATION AND TRAINING	8,496	14,400	14,400	14,400	12,200	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	11,690	0	0	0	0	
10-54-450	SPECIAL DEPARTMENT SUPPLIES	8,475	7,700	7,700	7,700	7,200	
10-54-455	ALLOWANCES-UNIFORM	13,507	16,300	16,300	16,300	19,900	
10-54-460	FIREARMS & FIREARM TRAINING	13,568	17,600	17,600	17,600	30,500	
10-54-610	MISCELLANEOUS SUPPLIES	452	11,800	11,800	11,800	0	
10-54-635	COMMUNITY POLICING	2,045	5,600	5,600	5,600	6,700	
10-54-740	CAPITAL OUTLAY - EQUIPMENT	203,447	165,600	238,700	238,700	80,100	One Vehicle
10-54-741	CAPITAL OUTLAY - COMPUTERS	0	84,200	84,200	47,800	45,600	spillman 50/50
TOTAL POLICE		1,383,461	1,637,000	1,815,400	1,781,000	1,778,700	

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		20/21 Actual		21/22 Original	21/22 1st Amend	21/22 2nd Amend		22/23 Tent v.2	Notes
FIRE									
10-55-621	FIRE FIGHTING SERVICES	607,667		658,100	658,100	658,100		698,700	
	TOTAL FIRE	607,667		658,100	658,100	658,100		698,700	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
STREETS							
10-60-110	SALARIES & WAGES	92,103	102,700	105,100	105,100	116,400	
10-60-111	OVERTIME SALARIES & WAGES	1,224	4,000	4,000	4,000	4,000	
10-60-114	SALARIES & WAGES - TEMP/P-TIME		0	0	0	0	
10-60-125	LONG TERM DISABILITY	398	600	700	700	600	
10-60-130	RETIREMENT	16,142	18,300	18,700	18,700	20,100	
10-60-131	GROUP HEALTH INSURANCE	26,522	28,500	28,500	28,500	21,300	
10-60-132	WORKERS COMP INSURANCE	1,300	1,900	2,000	2,000	2,200	
10-60-133	FICA TAXES	6,891	8,200	8,300	8,300	9,200	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	3,428	8,000	8,000	8,000	8,500	
10-60-252	EQUIPMENT MAINTENANCE & REPRS	170	3,500	3,500	3,500	3,500	
10-60-255	FUEL	5,171	6,300	6,300	9,000	12,700	
10-60-270	STREET LIGHTS	0	50,400	50,400	50,400	50,400	
10-60-330	EDUCATION AND TRAINING	0	500	500	500	500	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	1,170	2,000	2,000	2,000	3,000	
10-60-412	STREET SIGNS & POSTS	3,992	4,400	16,000	16,000	5,000	
10-60-414	STREET SWEEPING	0	0	0	0	4,000	
10-60-455	UNIFORM	536	1,000	1,000	1,000	1,000	
10-60-620	SNOW REMOVAL	3,476	19,500	19,500	19,500	19,500	
10-60-630	TREE REMOVAL	0	1,000	1,000	1,000	1,000	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	0	42,000	42,000	42,000	0	
10-60-740	CAPITAL OUTLAY - EQUIPMENT	84,626	137,900	137,900	137,900	45,000	Service Truck (Loader?)
TOTAL STREETS		247,147	440,700	455,400	458,100	327,900	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
CLASS C STREETS							
10-61-270	CLASS C STREET LIGHTS	40,833	0	0	0	0	
10-61-410	ROAD REPAIRS	24,533	25,000	25,000	25,000	25,000	
10-61-413	STREET STRIPING	23,198	24,000	24,000	24,000	30,000	
10-61-625	SIDEWALK REPLACEMENT	10,772	50,000	50,000	50,000	100,000	
10-61-730	OVERLAY CITY STREETS	0	0	0	0	0	
10-61-731	CRACK SEALANT	30,400	25,000	25,000	25,000	25,000	
10-61-735	SLURRY SEAL	82,490	0	0	0	150,000	
10-61-740	CAPITAL OUTLAY	0	130,000	130,000	130,000	0	
TOTAL CLASS C STREETS		212,227	254,000	254,000	254,000	330,000	
HWY/TRANSPORTATION TAX							
10-62-414	STREET SWEEPING	13,979	14,000	14,000	14,000	14,000	
10-62-431	CRACK SEALANT	0	0	0	0	0	
10-62-730	OVERLAY CITY STREETS	0	0	0	0	0	
10-62-735	SLURRY SEAL	0	148,000	148,000	169,600		
10-62-740	CAPITAL OUTLAY - EQUIPMENT	0	0	0	0	0	
10-62-742	CAPITAL OUTLAY - STREET IMPROV	0	0	311,000	311,000	94,000	
TOTAL HWY/TRANSPORTATION TAX		13,979	162,000	473,000	494,600	108,000	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
PARKS							
10-70-110	SALARIES & WAGES	104,157	115,000	118,800	118,800	127,500	
10-70-111	OVERTIME SALARIES & WAGES	3,227	4,500	4,500	4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	15,741	27,000	27,000	27,000	27,000	
10-70-125	LONG TERM DISABILITY	485	700	700	700	700	
10-70-130	RETIREMENT	18,565	20,500	21,100	21,100	22,100	
10-70-131	GROUP HEALTH INSURANCE	34,154	37,500	37,500	37,500	36,800	
10-70-132	WORKERS COMP INSURANCE	1,716	2,600	2,600	2,600	2,800	
10-70-133	FICA TAXES	8,870	11,200	11,500	11,500	12,200	
10-70-245	TOILET RENTAL	1,151	1,500	1,500	1,500	1,500	
10-70-250	EQUIPMENT SUPPLIES & MAINT	4,508	3,700	3,700	3,700	4,500	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	2,735	1,600	1,600	1,600	4,000	
10-70-255	FUEL	6,217	7,500	7,500	7,500	12,400	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MNT	32,732	25,000	25,000	25,000	25,000	
10-70-265	TRAIL MAINTENANCE	1,599	4,000	4,000	4,000	4,000	
10-70-270	UTILITIES	8,011	8,800	8,800	8,800	8,800	
10-70-310	PROFESSIONAL & TECHNICAL SVC'S	3,520	4,000	4,000	4,000	8,000	
10-70-330	EDUCATION AND TRAINING	20	2,900	2,900	2,900	3,200	
10-70-455	UNIFORM	1,331	1,700	1,700	1,700	1,700	
10-70-610	MISCELLANEOUS SUPPLIES	0	1,000	1,000	1,000	1,000	
10-70-612	4TH OF JULY CELEBRATION EXPENSE	0	0	0	0	0	
10-70-613	PARKS SUPPLIES	4,157	12,800	12,800	12,800	15,200	
10-70-615	HOLIDAY DECORATION & SUPPLIES	0	0	0	0	0	
10-70-620	LAWN MAINTENANCE	770	1,100	1,100	1,100	1,500	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	2,234	13,500	13,500	13,500	0	
10-70-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0	0	0	
TOTAL PARKS		255,898	308,100	312,800	312,800	324,400	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
DEBT SERVICE							
10-85-815	PRINCIPAL - BOND	132,000	0	358,700	297,000	269,000	New Bond
10-85-825	INTERST - BOND	19,900	0	61,700	61,700	89,100	New Bond
10-85-826	CAPITAL LEASE PRINCIPAL	0	4,100	4,100	4,100	4,100	
10-85-827	CAPITAL LEASE INTEREST	0	1,000	1,000	1,000	1,000	
10-85-835	AGENT-SALES TX BOND-CITY HALL	1,300	0	0	0	0	
10-85-836	DEFEASED BOND	0	0	0	0	0	
TOTAL DEBT SERVICE		153,200	5,100	425,500	363,800	363,200	
TRANSFERS							
10-90-800	TRANSFERS TO CIP FUNDS	750,000	400,000	0	0	0	
10-90-810	TRANSFERS TO CAPITAL STREETS	212,500	212,500	212,500	212,500	212,500	
10-90-820	TRANSFERS TO STORM UTILITY		0	0	0	0	
10-90-850	TRANSFERS TO GOLF FUND		0	0	0	0	
10-90-860	TRANSFERS TO RAP		0	0	0	0	
10-90-899	APPROP INCREASE - FUND BALANCE		0	0	0	0	
10-90-914	S/TAX PYMTS TO BTFL - COMMONS	156,888	163,300	169,400	169,400	179,600	Projected Growth
10-90-915	S/TAX PYMTS TO BTFL - GATEWAY	63,869	59,900	69,000	69,000	73,100	Projected Growth
10-90-916	S/TAX PYMTS TO DVPR: COMMONS	0	0	0	0	0	
TOTAL TRANSFERS		1,183,257	835,700	450,900	450,900	465,200	
GENERAL FUND - I							
TOTAL EXPENDITURES		5,201,670	5,243,000	5,823,600	5,780,200	6,184,800	
GENERAL FUND OVERVIEW							
REVENUES		5,605,886	5,243,000	5,823,600	5,780,200	6,184,800	
EXPENDITURES		5,201,670	5,243,000	5,823,600	5,780,200	6,184,800	
REVENUES OVER EXPENDITURES		404,216	0	0	0	0	

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		20/21 Actual		21/22 Original	21/22 1st Amend	21/22 2nd Amend		22/23 Tent v.2	Notes
JESSI'S MEADOWS FUND - REVENUES									
13-34-100	ASSESSMENTS	11,673		12,000	12,000	12,000		12,000	
13-36-600	INTEREST EARNED	501		100	100	100		100	
13-36-700	HOA CONTRIBUTION	0		0	0	0		0	
13-38-899	CONTRIBUTIONS - FUND SURPLUS	0		0	0	0		0	
TOTAL REVENUES		12,175		12,100	12,100	12,100		12,100	
JESSI'S MEADOWS FUND - EXPENDITURES									
13-40-100	MAINTENANCE	1,372		6,000	6,000	6,000		6,000	
13-40-200	CAPITAL	0		0	0	0		0	
13-40-800	TRANSFERS TO OTHER FUNDS	0		0	0	0		0	
13-40-899	APPROP INCREASE - FUND BALANCE	0		6,100	6,100	6,100		6,100	
TOTAL EXPENDITURES		1,372		12,100	12,100	12,100		12,100	
JESSI'S MEADOWS FUND OVERVIEW									
REVENUES		12,175		12,100	12,100	12,100		12,100	
EXPENDITURES		1,372		12,100	12,100	12,100		12,100	
REVENUES OVER EXPENDITURES		10,803		0	0	0		0	

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STREET IMPACT FEES - REVENUES							
21-34-430	DEVELOPMENT IMPACT FEES	71,983	25,000	25,000	43,000	40,000	
21-36-600	INTEREST EARNED	2,038	500	500	500	500	
21-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
21-38-899	CONTRIBUTIONS - FUND SURPLUS	0	124,500	124,500	126,000	124,500	
TOTAL REVENUES		74,021	150,000	150,000	169,500	165,000	
STREET IMPACT FEES - EXPENDITURES							
21-40-310	PROF & TECH - PLANNING/IMP FEE	0	0	0	19,500	0	
21-40-730	CAPITAL OUTLAY - IMPROVEMENTS		0	0	0	0	
21-40-800	TRANSFERS TO OTHER FUNDS	100,000	0	0	0	0	
21-40-810	SIDEWALK IMPROVEMENTS	28,648	50,000	50,000	50,000	50,000	
21-40-811	CAPITAL OUTLAY - Equipment	0	0	0	0	0	
21-40-899	APPROP INCREASE - FUND BALANCE	0	100,000	100,000	100,000	115,000	
TOTAL EXPENDITURES		128,648	150,000	150,000	169,500	165,000	
STREET IMPACT FEES FUND OVERVIEW							
REVENUES		74,021	150,000	150,000	169,500	165,000	
EXPENDITURES		128,648	150,000	150,000	169,500	165,000	
REVENUES OVER EXPENDITURES		(54,627)	0	0	0	0	

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POLICE FACILITIES IMPACT FEES - REVENUES							
23-34-430	DEVELOPMENT IMPACT FEES	3,421	3,000	3,000	3,000	0	
23-36-600	INTEREST EARNED	58	0	0	0	0	
23-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	7,000	0	
TOTAL REVENUES		3,479	3,000	3,000	10,000	0	
POLICE FACILITIES IMPACT FEES - EXPENDITURES							
23-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
23-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	0	0	
23-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	0	0	0	0	
23-40-800	TRANSFERS TO OTHER FUNDS	3,000	3,000	3,000	10,000	0	
23-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	0	
TOTAL EXPENDITURES		3,000	3,000	3,000	10,000	0	
POLICE FACILITIES IMPACT FEES FUND OVERVIEW							
REVENUES		3,479	3,000	3,000	10,000	0	
EXPENDITURES		3,000	3,000	3,000	10,000	0	
REVENUES OVER EXPENDITURES		479	0	0	0	0	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
PARK IMPACT FEES - REVENUES							
24-34-430	DEVELOPMENT IMPACT FEES	48,208	30,000	30,000	30,000	30,000	
24-36-600	INTEREST EARNED	528	500	500	500	500	
24-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
24-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	0	0	
TOTAL REVENUES		48,736	30,500	30,500	30,500	30,500	
PARK IMPACT FEES - EXPENDITURES							
24-40-310	PROF & TECH - PLANNING/IMP FEE	0	0	0	0	0	
24-40-730	CAPITAL OUTLAY - IMPROVEMENTS	63,003	0	0	25,200	0	
24-40-800	TRANSFERS TO OTHER FUNDS	0	0	0	0	0	
24-40-899	APPROP INCREASE - FUND BALANCE	0	30,500	30,500	5,300	30,500	
TOTAL EXPENDITURES		63,003	30,500	30,500	30,500	30,500	
PARK IMPACT FEES FUND OVERVIEW							
REVENUES		48,736	30,500	30,500	30,500	30,500	
EXPENDITURES		63,003	30,500	30,500	30,500	30,500	
REVENUES OVER EXPENDITURES		(14,268)	0	0	0	0	

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REDEVELOPMENT AGENCY - REVENUES							
25-31-110	TAX INCREMENT - PROPERTY	287,184	290,000	290,000	290,000	290,000	
25-36-600	INTEREST EARNED	918	3,000	3,000	3,000	3,000	
25-38-870	TRANSFERS IN - GENERAL FUND	0	0	0	0	0	
25-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	0	0	
TOTAL REVENUES		288,102	293,000	293,000	293,000	293,000	
REDEVELOPMENT AGENCY - EXPENDITURES							
25-40-110	SALARIES & WAGES	30,977	45,300	46,800	46,800	47,300	
25-40-125	LONG TERM DISABILITY	114	300	300	300	200	
25-40-130	RETIREMENT	5,278	12,200	12,700	12,700	12,500	
25-40-131	GROUP HEALTH INSURANCE	4,549	7,800	7,800	7,800	7,200	
25-40-132	WORKERS COMP INSURANCE	247	600	600	600	600	
25-40-133	FICA TAXES	2,051	3,500	3,600	3,600	3,600	
25-40-230	TRAVEL	1,200	1,200	1,200	1,200	1,200	
25-40-310	LEGAL FEES	0	0	0	0	0	
25-40-312	OTHER PROFESSIONAL FEES	2,907	8,000	8,000	8,000	8,000	
25-40-510	LIABILITY INSURANCE	2,070	2,700	2,700	2,700	2,700	
25-40-899	APPROP INCREASE - FUND BALANCE	0	31,400	29,300	29,300	28,800	
25-40-915	RDA TAX PYMTS TO DVPR: GATEWAY	0	0	0	0	900	
25-40-920	RDA TAX PYMTS TO DVPR: COMMONS	179,583	180,000	180,000	180,000	180,000	
25-90-850	TRANSFER TO OTHER FUNDS	0	0	0	0	0	
TOTAL EXPENDITURES		228,975	293,000	293,000	293,000	293,000	
REDEVELOPMENT AGENCY FUND OVERVIEW							
REVENUES		288,102	293,000	293,000	293,000	293,000	
EXPENDITURES		228,975	293,000	293,000	293,000	293,000	
REVENUES OVER EXPENDITURES		59,127	0	0	0	0	

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RAP TAX - REVENUES							
26-31-110	RAP TAX REVENUE	268,435	220,000	273,000	273,000	289,400	6%
26-36-600	INTEREST EARNED	4,024	1,000	1,000	1,000	1,000	
26-36-690	MISCELLANEOUS REVENUE	69,262	0	0	0	0	
26-38-860	CONTRIBUTIONS - PRIVATE	0	0	0	0	0	
26-38-870	TRANSFERS IN - GENERAL FUND	0	0	0	0	0	
26-38-899	CONTRIBUTIONS - FUND SURPLUS	0	0	0	0		
TOTAL REVENUES		341,721	221,000	274,000	274,000	290,400	
RAP TAX - EXPENDITURES							
26-40-260	BLDGS & GROUNDS - SUPPLIES/MNT	9,957	15,000	15,000	15,000	15,000	
26-40-290	IMPROVEMENTS - MAIN PARK	2,770	24,400	24,400	24,400	46,000	
26-40-730	CAPITAL OUTLAY - IMPROVEMENTS	258,900	75,000	75,000	75,000	100,000	
26-40-740	CAPITAL OUTLAY - EQUIPMENT	0	0	0	0	0	
26-40-792	CAP PROJ: RESTROOM	0	0	0	0	0	
26-40-800	TRANSFERS TO GENERAL FUND	7,400	7,400	7,400	7,400	7,400	
26-40-850	TRANSFER TO GOLF FUND	31,500	0	0	0	0	
26-40-899	APPROP INCREASE - FUND BALANCE	0	99,200	152,200	152,200	122,000	
TOTAL EXPENDITURES		310,527	221,000	274,000	274,000	290,400	
RAP TAX FUND OVERVIEW							
REVENUES		341,721	221,000	274,000	274,000	290,400	
EXPENDITURES		310,527	221,000	274,000	274,000	290,400	
REVENUES OVER EXPENDITURES		31,194	0	0	0	0	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
CAPITAL IMPROVEMENT FUND - REVENUES							
31-36-600	INTEREST EARNED	20,099	15,000	15,000	15,000	15,000	
31-38-820	BOND PROCEEDS - LEASE REVENUE	0	0	0	0	0	
31-38-870	TRANSFERS IN - GENERAL FUND	750,000	400,000	0	0	0	
31-38-880	TRANSFERS IN - CAP PROJECTS FUNDS	0	0	2,500	2,500	0	
31-38-899	CONTRIBUTIONS - FUND SURPLUS		0	0	0	2,296,200	
31-38-900	BOND FUNDS		0	6,000,000	6,000,000	0	
	TOTAL REVENUES	770,099	415,000	6,017,500	6,017,500	2,311,200	
CAPITAL IMPROVEMENT FUND - EXPENDITURES							
31-40-420	CDBG Project: Weatherization		0	0	0	0	
31-40-710	LAND - ACQUISITION		0	0	0	0	
31-40-720	CITY BLDGS - PLAN,DESIGN,CONST	717,097	50,000	3,000,000	3,000,000	2,311,200	New Public Works
31-40-850	TRANSFERS TO OTHER FUNDS		0	33,953	33,953		
31-40-899	APPROP INCREASE - FUND BALANCE		365,000	2,983,547	2,983,547		
	TOTAL EXPENDITURES	717,097	415,000	6,017,500	6,017,500	2,311,200	
CAPITAL IMPROVEMENT FUND OVERVIEW							
	REVENUES	770,099	415,000	6,017,500	6,017,500	2,311,200	
	EXPENDITURES	717,097	415,000	6,017,500	6,017,500	2,311,200	
	REVENUES OVER EXPENDITURES	53,002	0	0	0	0	

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STREETS CAPITAL IMPROVEMENT FUND - REVENUES							
34-31-110	CURRENT YEAR PROPERTY TAXES	0	0	0	0	0	
34-36-600	INTEREST EARNED	1,132	0	0	0	2,000	
34-36-700	CONTRIBUTIONS - GRANTS	22,990	0	0	0	0	
34-38-800	TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	
34-38-870	TRANSFERS IN - GENERAL FUND	212,500	212,500	212,500	212,500	212,500	
34-38-899	CONTRIBUTIONS - FUND SURPLUS	0	405,600	405,600	405,600		
	TOTAL REVENUES	236,622	618,100	618,100	618,100	214,500	
STREETS CAPITAL IMPROVEMENT FUND - EXPENDITURES							
34-40-800	TRANSFERS TO OTHER FUNDS	0	0	0	0	0	
34-40-840	TRANSFERS TO GENERAL FUND	0	0	0	0	0	
34-40-850	CAPITAL EQUIP/MAINT	0	0	0	0	0	
34-40-899	APPROP INCREASE - FUND BALANCE	0	0	0	0	214,500	
34-40-930	CAPITAL OUTLAY - Improvements	3,706	618,100	618,100	618,100	0	
	TOTAL EXPENDITURES	3,706	618,100	618,100	618,100	214,500	
STREETS CAPITAL IMPROVEMENT FUND OVERVIEW							
	REVENUES	236,622	618,100	618,100	618,100	214,500	
	EXPENDITURES	3,706	618,100	618,100	618,100	214,500	
	REVENUES OVER EXPENDITURES	232,916	0	0	0	0	

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WATER FUND - REVENUES							
51-36-600	INTEREST EARNED	33,905	50,000	50,000	50,000	50,000	
51-36-640	Labor & Materials	0	0	0	0	0	
51-36-642	SALE OF FIXED ASSETS	88,723	116,750	116,750	116,750	25,000	
51-36-690	MISC REVENUE/RECONNECTIONS	1,220	5,000	5,000	5,000	5,000	
51-36-710	WATER IMPACT FEE	150,325	70,000	70,000	70,000	70,000	
51-36-720	WATER RIGHTS FEE	11,220	5,000	5,000	5,000	5,000	
51-36-730	OTHER MISC REVENUE	480	0	0	0	0	
51-37-700	WATER SALES	1,371,736	1,318,100	1,318,100	1,318,100	1,318,100	
51-37-710	WATER CONNECTION FEES	12,096	7,000	7,000	7,000	7,000	
51-38-860	CONTRIBUTIONS - BOND PROCEEDS	0	0	0	0	0	
TOTAL REVENUES		1,669,704	1,571,850	1,571,850	1,571,850	1,480,100	

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		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
WATER FUND - EXPENDITURES							
51-40-110	SALARIES & WAGES	177,183	202,500	205,900	205,900	229,800	
51-40-111	OVERTIME SALARIES & WAGES	1,890	6,000	6,000	6,000	6,000	
51-40-125	LONG TERM DISABILITY	904	1,300	1,300	1,300	1,200	
51-40-130	RETIREMENT	44,413	36,300	36,800	36,800	39,900	
51-40-131	GROUP HEALTH INSURANCE	61,859	61,800	61,800	61,800	64,200	
51-40-132	WORKERS COMP INSURANCE	2,323	3,100	3,200	3,200	3,600	
51-40-133	FICA TAXES	14,423	16,000	16,200	16,200	18,000	
51-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,582	1,800	1,800	1,800	2,000	
51-40-241	POSTAGE/SUPPLIES	7,059	7,300	7,300	7,300	7,300	
51-40-250	VEHICLE MAINTENANCE & REPAIR	2,567	6,600	6,600	6,600	6,800	
51-40-252	EQUIPMENT MAINTENANCE & REPRS	8,251	12,000	12,000	12,000	12,000	
51-40-253	WATERLINE MAINTENANCE & REPAIR	19,405	49,200	49,200	49,200	49,200	
51-40-254	WATERTANK MAINTENANCE & REPAIR	2,538	7,500	7,500	7,500	12,500	
51-40-255	FUEL	7,534	7,400	7,400	7,400	12,400	
51-40-270	PUMPING ELECTRICITY	20,815	13,000	13,000	13,000	25,000	
51-40-280	TELEPHONE/TELEMETRY	0	1,000	1,000	1,000	1,000	
51-40-330	EDUCATION AND TRAINING	1,280	6,200	6,200	6,200	7,200	
51-40-455	UNIFORM	1,781	1,700	1,700	1,700	1,700	
51-40-610	MISCELLANEOUS EXPENSE	3,699	4,100	4,100	4,100	4,100	
51-40-611	WATER PURCHASES-CULINARY	179,486	210,000	210,000	210,000	215,400	
51-40-612	WATER DEPT SUPPLIES-METERS/ETC	2,801	38,600	38,600	38,600	38,600	
51-40-620	WATER TESTING	3,595	4,900	4,900	4,900	15,900	

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51-40-623	STONE CREEK WELL MAINTENANCE	9,668	11,000	11,000	11,000	11,000	
51-40-740	CAPITAL OUTLAY - EQUIPMENT	0	2,000	2,000	2,000	2,000	
51-40-741	FLORIDE EQUIP	0	0	0	0	0	
51-40-810	DEBT SERVICE - PRINCIPAL	273,000	280,000	280,000	280,000	283,000	
51-40-820	DEBT SERVICE - INTEREST	67,951	59,800	59,800	59,800	50,000	
51-40-840	AGENT FEES - 2009 SERIES BOND	15,000	1,650	1,650	1,650	1,650	
51-40-850	COST OF ISSUANCE - BONDS		0	0	0	0	
51-90-870	TRANSFERS TO CAP IMPROV FUND	84,381	0	0	0	0	
51-90-880	TRANSFERS		0	0	0	0	
51-95-730	CAPITAL OUTLAY - PROJ/HYDRANTS		23,000	23,000	23,000	23,000	
51-95-740	CAPITAL OUTLAY-EQUIPMENT		131,900	131,900	131,900	45,000	
51-95-750	CAPITAL OUTLAY-WATER LINE	1,091,179	478,300	478,300	478,300	540,000	
51-95-795	NEW WELL		700,000	700,000	1,000,000	0	
TOTAL EXPENDITURES*		<u>2,106,567</u>	<u>2,385,950</u>	<u>2,390,150</u>	<u>2,690,150</u>	<u>1,729,450</u>	
*At Year's End, Most Projects are Capitalized and Do Not Show as Expenditures							
WATER FUND OVERVIEW							
	REVENUES	1,669,704	1,571,850	1,571,850	1,571,850	1,480,100	
	EXPENDITURES	<u>2,106,567</u>	<u>2,385,950</u>	<u>2,390,150</u>	<u>2,690,150</u>	<u>1,729,450</u>	
	REVENUES OVER EXPENDITURES	<u>(436,863)</u>	<u>(814,100)</u>	<u>(818,300)</u>	<u>(1,118,300)</u>	<u>(249,350)</u>	

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SOLID WASTE FUND - REVENUES							
52-36-600	INTEREST EARNED	2,017	5,000	5,000	5,000	5,000	
52-36-690	MISC. REVENUE	2,692	0	0	0	0	
52-37-700	GARBAGE PICK UP SALES	424,122	408,000	408,000	408,000	408,000	
52-37-710	GARBAGE CAN REPLACEMENT FEES	0	0	0	0	0	
52-38-860	CONTRIBUTIONS - OTHER	0	0	0	0	0	
TOTAL REVENUES		428,831	413,000	413,000	413,000	413,000	
SOLID WASTE FUND - EXPENDITURES							
52-40-110	SALARIES & WAGES	11,315	12,400	12,800	12,800	14,300	
52-40-111	Overtime	188	0	0	0	0	
52-40-125	LONG TERM DISABILITY	56	100	100	100	100	
52-40-130	RETIREMENT	3,245	2,100	2,100	2,100	2,300	
52-40-131	GROUP HEALTH INSURANCE	3,710	4,000	4,000	4,000	4,100	
52-40-132	WORKERS COMP INSURANCE	163	200	200	200	300	
52-40-133	FICA TAXES	848	1,000	1,000	1,000	1,100	
52-40-241	POSTAGE/SUPPLIES	426	500	500	500	500	
52-40-620	GARBAGE PICKUP SERVICE	190,235	191,000	191,000	191,000	191,000	
52-40-621	TIPPING/FLAT RATE - BURN PLANT	220,645	220,000	220,000	220,000	220,000	
52-40-623	SPRING & FALL CLEANUP	10,948	10,000	10,000	10,000	10,000	
52-40-625	ADDITIONAL GARBAGE CANS	14,931	15,000	15,000	20,000	20,000	
TOTAL EXPENDITURES*		456,710	456,300	456,700	461,700	463,700	
*At Year's End, Most Projects are Capitalized and Do Not Show as Expenditures							
SOLID WASTE FUND OVERVIEW							
REVENUES		428,831	413,000	413,000	413,000	413,000	
EXPENDITURES		456,710	456,300	456,700	461,700	463,700	
REVENUES OVER EXPENDITURES		(27,879)	(43,300)	(43,700)	(48,700)	(50,700)	

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STORM WATER UTILITY FUND - REVENUES							
53-34-400	SUBDIVISION IMPACT FEES	18,550	20,000	20,000	20,000	20,000	
53-36-600	INTEREST EARNED	1,162	2,000	2,000	2,000	2,000	
53-36-690	MISC. REVENUE	2,249	0	0	0	0	
53-37-700	UTILITY SALES	102,298	99,000	99,000	99,000	103,000	
53-38-870	TRANSFERS IN	0	0	30,000	30,000		
TOTAL REVENUES		124,259	121,000	151,000	151,000	125,000	
STORM WATER UTILITY FUND - EXPENDITURES							
53-40-110	SALARIES & WAGES	38,657	42,000	43,100	43,100	50,500	
53-40-111	OVERTIME SALARIES & WAGES	683	0	0	0	0	
53-40-125	LONG TERM DISABILITY	172	300	300	300	300	
53-40-130	RETIREMENT	923	7,200	7,400	7,400	8,500	
53-40-131	GROUP HEALTH INSURANCE	11,560	12,600	12,600	12,600	13,700	
53-40-132	WORKERS COMP INSURANCE	544	800	800	800	900	
53-40-133	FICA TAXES	2,794	3,200	3,300	3,300	3,900	
53-40-252	EQUIPMENT MAINTENANCE & REPRS	0	1,500	1,500	1,500	1,500	
53-40-253	STORM SYSTM MAINT AND REPAIRS	13,064	10,000	10,000	10,000	5,000	
53-40-310	PROFESSIONAL SERVICES	1,250	2,000	2,000	2,000	2,300	
53-40-330	EDUCATION AND TRAINING	0	500	500	1,500	1,500	
53-40-610	MISCELLANEOUS SUPPLIES	0	2,500	2,500	2,500	500	
53-40-730	CAPITAL OUTLAY - IMPROVEMENTS	0	11,900	11,900	11,900	0	
53-40-750	CAPITAL OUTLAY - IMPACT FEES	0	0	0	0	0	
53-40-751	TELEWISE AND FLUSH STORM DRAIN	0	15,000	15,000	15,000	20,000	
53-40-755	CAPITAL OUTLAY	92,608	0	0	0	0	
TOTAL EXPENDITURES*		162,256	109,500	110,900	111,900	108,600	
*At Year's End, Most Projects are Capitalized and Do Not Show as Expenditures							
STORM WATER UTILITY FUND OVERVIEW							
REVENUES		124,259	121,000	151,000	151,000	125,000	
EXPENDITURES		162,256	109,500	110,900	111,900	108,600	
REVENUES OVER EXPENDITURES		(37,997)	11,500	40,100	39,100	16,400	

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GOLF FUND - REVENUES							
OPERATING REVENUES							
54-30-010	ROUNDS - Greens Fees	642,745	455,600	600,000	600,000	600,000	
54-30-011	ROUNDS - Tournaments	57,161	27,700	40,000	40,000	40,000	
54-30-020	PUNCH PASSES -- ALL	4,500	5,000	5,000	5,000	5,000	
54-30-040	RENTALS - CARTS/CLUBS	299,924	217,600	280,000	280,000	280,000	
54-30-050	RANGE - ALL	195,788	121,800	140,000	140,000	140,000	
54-30-070	PRO SHOP MERCHANDISE SALES	219,238	150,000	150,000	150,000	150,000	
54-30-088	FACILITY LEASE	5,775	3,800	3,800	3,800	3,800	
TOTAL OPERATING REVENUES		1,425,131	981,500	1,218,800	1,218,800	1,218,800	
OTHER GOLF REVENUES							
54-33-340	FEDERAL GRANT	48,482	0	0	0	0	
54-36-600	INTEREST EARNED	28	100	100	100	100	
54-36-640	SALE OF FIXED ASSETS	0	0	0	0	0	
54-36-685	ADVERTISING REVENUES	0	500	500	500	500	
54-36-690	MISCELLANEOUS REVENUE	3,709	1,000	1,000	1,000	1,000	
54-36-695	MISCELLANEOUS - TOURNAMENT REV	0	2,500	2,500	2,500	2,500	
54-38-870	TRANSFERS IN - GENERAL FUND	0	0	0	0	0	
54-38-880	TRANSFERS IN - CAP IMPROV FUND	0	0	0	0	0	
54-38-890	TRANSFERS IN - RAP TAX FUND	31,500	0	0	0	0	
TOTAL OPERATING REVENUES		83,719	4,100	4,100	4,100	4,100	
GOLF FUND	TOTAL REVENUES	1,508,851	985,600	1,222,900	1,222,900	1,222,900	

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GOLF FUND - EXPENDITURES							
GOLF PROFESSIONAL & CLUBHOUSE							
54-81-110	SALARIES & WAGES	82,022	106,900	106,900	106,900	120,900	
54-81-114	SALARIES & WAGES - TEMP/P-TIME	95,209	74,000	74,000	74,000	87,000	
54-81-125	LONG TERM DISABILITY	648	600	600	600	600	
54-81-130	RETIREMENT	18,496	18,200	18,200	18,200	20,000	
54-81-131	GROUP HEALTH INSURANCE	29,866	30,900	30,900	30,900	31,500	
54-81-132	WORKERS COMP INSURANCE	2,351	2,500	2,500	2,500	2,900	
54-81-133	FICA TAXES	15,836	13,800	13,800	13,800	15,900	
54-81-134	EMPLOYEE BENEFITS - UNEMPLOY	0	500	500	500	500	
54-81-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	0	300	300	300	300	
54-81-240	OFFICE SUPPLIES & EXPENSE	1,745	2,200	2,200	2,200	2,000	
54-81-250	EQUIPMENT SUPPLIES & MAINT	507	0	0	0	0	
54-81-256	EQUIP MNT/REPAIR - GOLF CARTS	4,365	3,000	3,000	3,000	3,500	
54-81-260	BLDGS & GROUNDS - SUPPLIES/MNT	2,044	4,000	4,000	4,000	4,000	
54-81-270	UTILITIES	16,868	19,200	19,200	19,200	21,100	
54-81-280	TELEPHONE	1,075	0	0	0	0	
54-81-330	EDUCATION AND TRAINING	2,839	9,500	9,500	9,500	7,000	
54-81-440	BANK CHARGES - VISA	67,264	40,000	40,000	40,000	32,000	
54-81-610	MISCELLANEOUS SUPPLIES	84	1,500	1,500	1,500	1,600	
54-81-633	JUNIOR GOLF PROGRAM	195	2,500	2,500	2,500	2,500	
54-81-635	MISCELLANEOUS SERVICES	1,995	2,500	2,500	2,500	2,700	
54-81-636	EQUIPMENT EXPENSE	2,192	0	0	0	0	
54-81-638	ADVERTISING	4,399	8,600	8,600	8,600	8,500	
54-81-645	TOURNAMENT - EXPENSES	8	600	600	600	800	
54-81-740	EQUIPMENT - CARTS / MISC	0	0	0	0	0	
54-81-745	RENTAL CLUBS & BAGS	2,344	6,300	6,300	6,300	3,000	
TOTAL GOLF PROFESSIONAL & CLUBHOUSE		352,353	347,600	347,600	347,600	368,300	

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COURSE MAINTENANCE							
54-82-110	SALARIES & WAGES	115,470	119,800	132,800	132,800	174,800	New Full-time (FY22)
54-82-111	OVERTIME SALARIES & WAGES	0	0	0	0	0	
54-82-114	SALARIES & WAGES - TEMP/P-TIME	73,128	80,000	80,000	80,000	75,000	
54-82-125	LONG TERM DISABILITY	396	700	800	800	900	
54-82-130	RETIREMENT	16,682	21,000	23,200	23,200	29,400	
54-82-131	GROUP HEALTH INSURANCE	30,240	33,800	40,900	40,900	51,000	
54-82-132	WORKERS COMP INSURANCE	1,740	2,800	3,000	3,000	3,600	
54-82-133	FICA TAXES	11,724	15,300	16,300	16,300	19,500	
54-82-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	655	700	700	700	1,200	
54-82-240	OFFICE SUPPLIES & EXPENSE	0	300	300	300	300	
54-82-245	EQUIP MNT/RPR - TOILET RENTAL	2,095	1,800	1,800	1,800	2,200	
54-82-248	SUPPLIES - IRRIGATION	10,437	8,900	8,900	8,900	8,000	
54-82-250	EQUIPMENT SUPPLIES & MAINT	17,682	13,000	13,000	13,000	12,000	
54-82-253	EQUIPMENT LEASE	0	9,000	9,000	9,000	9,000	
54-82-255	FUEL	24,323	20,000	20,000	20,000	30,000	
54-82-260	BLDGS & GROUNDS - SUPPLIES/MNT	1,688	2,000	2,000	2,000	2,400	
54-82-262	BLDGS & GROUNDS - GROUND SUPP	3,836	2,500	2,500	2,500	3,000	
54-82-270	UTILITIES - ALL	41,668	48,000	48,000	48,000	50,000	
54-82-320	DISASTER CLEAN-UP	22,084	0	0	0	0	
54-82-322	SERVICES - TREE TRIMMING	655	3,000	3,000	3,000	3,000	
54-82-330	EDUCATION AND TRAINING	688	1,300	1,300	1,300	1,200	
54-82-472	UNIFORMS - PROTECTIVE OSHA	588	900	900	900	1,200	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	2,386	1,000	1,000	1,000	1,000	
54-82-620	MISCELLANEOUS SERVICES	1,221	1,000	1,000	1,000	1,200	
54-82-660	SUPPLIES - FERTILIZERS	19,017	20,000	20,000	20,000	24,000	

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TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
54-82-667	SUPPLIES - SAND (ALL)	16,255	14,000	14,000	14,000	14,000	
54-82-668	SUPPLIES - SEED	4,670	5,000	5,000	5,000	7,500	
54-82-669	SUPPLIES - CART PATH	0	16,000	16,000	16,000	150,000	
54-82-670	SUPPLIES - GARDEN & FLOWERS	1,172	1,900	1,900	1,900	2,500	
54-82-677	SUPPLIES - CHEMICALS (ALL)	17,412	12,000	12,000	12,000	15,000	
54-82-732	CAPITAL OUTLAY - Grnds Improvmt		6,000	6,000	6,000	9,000	
54-82-735	CAPITAL OUTLAY - IMPROVEMENTS	25,700	60,000	60,000	60,000	0	Ditch
54-82-740	CAPITAL OUTLAY - EQUIPMENT		11,700	11,700	11,700	150,000	Mowers
TOTAL COURSE MAINTENANCE		463,613	533,400	557,000	557,000	851,900	
DRIVING RANGE							
54-83-250	EQUIPMENT SUPPLIES & MAINT	837	1,000	1,000	1,000	1,300	
54-83-610	MISCELLANEOUS SUPPLIES	0	0	0	0	0	
54-83-679	SUPPLIES - RANGE GOLF BALLS	5,550	5,000	5,000	5,000	5,000	
54-83-730	CAPITAL OUTLAY - IMPROVEMENTS		0	0	0	0	
TOTAL DRIVING RANGE		6,387	6,000	6,000	6,000	6,300	

**WEST BOUNTIFUL CITY -
FY 2022/2023
TENTATIVE**

		20/21 Actual	21/22 Original	21/22 1st Amend	21/22 2nd Amend	22/23 Tent v.2	Notes
BUILDING & CAFÉ							
54-84-250	EQUIPMENT SUPPLIES & MAINT	1,208	1,000	1,000	1,000	1,000	
54-84-260	BLDGS & GROUNDS - SUPPLIES/MNT	5,131	3,500	3,500	3,500	4,000	
54-84-400	MERCHANDISE PURCHASES- DIRECT	146,424	115,000	115,000	115,000	120,000	
54-84-740	CAPITAL OUTLAY	0	4,000	4,000	4,000	21,000	Carpet & Parking
TOTAL BUILDING & CAFÉ		152,763	123,500	123,500	123,500	146,000	
DEBT SERVICE							
54-85-811	PRINCIPAL - G.O. BOND '03		0	0	0	0	
54-85-816	LEASE PAYMENT - GOLF CARTS	39,032	41,900	41,900	41,900	41,900	
54-85-821	INTEREST - G.O. BOND '03		0	0	0	0	
54-85-831	AGENT FEES - '03 BOND		0	0	0	0	
54-85-899	INTEREST EXPENSE	6,280	7,500	7,500	7,500	7,500	
TOTAL DEBT SERVICE		45,312	49,400	49,400	49,400	49,400	
GOLF FUND							
TOTAL EXPENDITURES*		1,020,428	1,059,900	1,083,500	1,083,500	1,421,900	
GOLF FUND OVERVIEW							
	REVENUES	1,508,851	985,600	1,222,900	1,222,900	1,222,900	
	EXPENDITURES	1,020,428	1,059,900	1,083,500	1,083,500	1,421,900	
	REVENUES OVER EXPENDITURES	488,423	(74,300)	139,400	139,400	(199,000)	

PROPOSED FY 22/23 WEST BOUNTIFUL CITY PAY SCALE

	Begin							Mid Point												Max																
City Administrator	\$	48.12							\$	57.75												\$	67.37													
Police Chief	\$	44.55							\$	55.16												\$	65.82													
Public Works Director	\$	42.12							\$	50.54												\$	58.97													
Golf Director	\$	31.19							\$	37.44												\$	43.68													
		1	2	3	4	5	6/Mid Point		7	8	9	10	11	12	13	14	15	16	17/Max																	
City Engineer	\$	40.50	\$	42.00	\$	43.56	\$	45.17	\$	46.86	\$	48.60	\$	49.28	\$	49.97	\$	50.68	\$	51.40	\$	52.12	\$	52.86	\$	53.61	\$	54.37	\$	55.13	\$	55.91	\$	56.70		
Golf Superintendent	\$	28.57	\$	29.63	\$	30.73	\$	31.87	\$	33.06	\$	34.29	\$	34.76	\$	35.26	\$	35.76	\$	36.26	\$	36.77	\$	37.29	\$	37.82	\$	38.35	\$	38.89	\$	39.45	\$	40.00		
Watermaster	\$	25.49	\$	26.46	\$	27.46	\$	28.52	\$	29.60	\$	30.74	\$	31.19	\$	31.63	\$	32.09	\$	32.55	\$	33.02	\$	33.50	\$	33.98	\$	34.48	\$	34.97	\$	35.48	\$	35.99		
PW Maintenance Op II	\$	23.69	\$	24.58	\$	25.51	\$	26.48	\$	27.49	\$	28.54	\$	28.95	\$	29.36	\$	29.78	\$	30.21	\$	30.64	\$	31.07	\$	31.53	\$	31.98	\$	32.44	\$	32.91	\$	33.38		
Finance Specialist	\$	20.27	\$	21.11	\$	21.99	\$	22.90	\$	23.85	\$	24.84	\$	25.22	\$	25.61	\$	26.01	\$	26.41	\$	26.82	\$	27.23	\$	27.65	\$	28.08	\$	28.51	\$	28.96	\$	29.40		
Golf Assit Super	\$	18.53	\$	19.30	\$	20.09	\$	20.94	\$	21.80	\$	22.70	\$	23.05	\$	23.41	\$	23.77	\$	24.14	\$	24.51	\$	24.89	\$	25.27	\$	25.67	\$	26.07	\$	26.46	\$	26.87		
Recorder	\$	18.12	\$	18.88	\$	19.65	\$	20.47	\$	21.31	\$	22.20	\$	22.54	\$	22.89	\$	23.24	\$	23.60	\$	23.96	\$	24.34	\$	24.71	\$	25.09	\$	25.48	\$	25.88	\$	26.28		
PW Maint. Op I	\$	20.21	\$	20.95	\$	21.73	\$	22.55	\$	23.39	\$	24.26	\$	24.61	\$	24.96	\$	25.30	\$	25.67	\$	26.02	\$	26.40	\$	26.78	\$	27.15	\$	27.54	\$	27.93	\$	28.33		
Assit Golf Pro	\$	17.40	\$	18.12	\$	18.87	\$	19.65	\$	20.46	\$	21.31	\$	21.65	\$	21.98	\$	22.31	\$	22.65	\$	23.01	\$	23.36	\$	23.73	\$	24.09	\$	24.46	\$	24.84	\$	25.22		
Admin Assit	\$	17.18	\$	17.89	\$	18.63	\$	19.41	\$	20.21	\$	21.05	\$	21.37	\$	21.70	\$	22.03	\$	22.38	\$	22.72	\$	23.07	\$	23.43	\$	23.79	\$	24.16	\$	24.53	\$	24.91		
Treasurer	\$	16.94	\$	17.64	\$	18.37	\$	19.13	\$	19.93	\$	20.75	\$	21.07	\$	21.39	\$	21.72	\$	22.07	\$	22.40	\$	22.75	\$	23.10	\$	23.45	\$	23.82	\$	24.18	\$	24.56		
Parks/Facilities Maint Op	\$	19.24	\$	19.95	\$	20.68	\$	21.45	\$	22.26	\$	23.09	\$	23.41	\$	23.74	\$	24.07	\$	24.41	\$	24.75	\$	25.10	\$	25.46	\$	25.82	\$	26.19	\$	26.56	\$	25.86		
		1	2	3	4	5/Midpoint		6	7	8	9	10	11	12	13/Max																					
Assistant Chief	\$	37.77	\$	39.70	\$	41.73	\$	43.86	\$	46.10	\$	47.06	\$	48.05	\$	49.05	\$	50.08	\$	51.12	\$	52.19	\$	53.28	\$	54.39										
Sergeant	\$	33.55	\$	35.33	\$	37.11	\$	38.89	\$	40.65	\$	41.53	\$	42.42	\$	43.31	\$	44.20	\$	45.07	\$	45.96	\$	46.85	\$	47.73										
Police II	\$	29.37	\$	30.83	\$	32.28	\$	33.75	\$	35.22	\$	35.96	\$	36.68	\$	37.41	\$	38.12	\$	38.85	\$	39.59	\$	40.31	\$	41.03										
Police I	\$	26.04	\$	27.32	\$	28.55	\$	29.79	\$	31.03	\$	31.65	\$	32.26	\$	32.88	\$	33.52	\$	34.12	\$	34.74	\$	35.35	\$	35.97										

Annual
\$13,643
\$7,422

City Council
Mayor

MEMORANDUM



TO: Mayor and City Council

DATE: June 3, 2022

FROM: Staff

RE: Onion Patch Securities/Manheim Remarketing Inc. Land Use Requests

This memo describes a proposal from Onion Patch Securities, LLC and Manheim Remarketing, Inc. that would allow Onion Patch to lease 6.75 acres of vacant land to Manheim Remarketing for ten years in exchange for 3.32 acres of residential property fronting 1450 West.

Background

At the March 15, 2022, City Council meeting, Onion Patch Securities and Manheim Remarketing explained that Manheim is in need of additional land to park overflow vehicles. Onion Patch has proposed to temporarily lease a portion of their adjacent vacant land to Manheim in exchange for 3.32 acres of residential land adjacent to Highgate Estates. Onion Patch pointed out that the auto auction vehicles are being parked farther east than ever before and the proposed agreement would move them to the west and away from the residential area. They suggested another advantage is that the agreement will contain the auto auction for ten years and allow Onion Patch to fill in the gap on 1450 West to eliminate the eyesore visible from Highgate Estates. After discussion about potential complications, it was suggested the parties come up with a mechanism to proceed and present a proposal to planning commission.

Proposal

On April 27, 2022, Onion Patch and Manheim submitted the following:

1. Application for Text Change to:
 - a. Create a new Outdoor Vehicle Storage Overlay (OVSO) zone in which outdoor vehicle storage is a conditional use.
 - b. Amend the Outdoor Storage code to be consistent with the new OVSO zone.
2. Application for Rezone to apply the new Overlay zone to the specific leased property
3. Application for Conditional Use for Outdoor Vehicle Storage in the OVSO.
4. Draft Development Agreement to cover details of the lease of vacant ground to Manheim.

Planning Commission reviewed the proposal over several meetings, made some modifications to the draft documents, held a public hearing, and forwarded to city council with a positive recommendation. They chose not to consider the conditional use application until the city council makes a decision on the full proposal.



APPLICATION

TO

REZONE

TEXT CHANGE

West Bountiful City

PLANNING AND ZONING

550 N 800 W, West Bountiful, UT 84087

(801) 292-4486

www.WBCity.org

PROPERTY ADDRESS: approx. 1450 W + Wellington Ave DATE OF APPLICATION: 4/27/22

PARCEL NUMBER: 060330069 CURRENT ZONE: PROPOSED ZONE:

LEGAL DESCRIPTION ATTACHED: YES NO

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817 E-mail address: toddwilley15@gmail.com

Describe in detail the request for which this application is being submitted and the reasons why the change will benefit the people of West Bountiful. A separate sheet with additional information may be submitted if necessary.

This is a proposed Code text amendment to add a new Outdoor Vehicle Storage in Certain Commercial Areas Overlay. Attached is the proposed overlay ordinance.

(OVSD)

and - Amend WBmc 17.92 Outdoor Storage

I hereby apply to rezone the property identified above in accordance with the provisions of Utah State Code 10-9a-503. I certify that the above information is true and correct to the best of my knowledge.

Date: 4-27-22

Applicant Signature:

Todd Willey

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 4/27/22

Public Hearing Date: 5/24/22

Letters sent to affected neighbors: 5/11/22 and 5/18/22

17.46 Outdoor Vehicle Storage Overlay - OVSO

17.46.010 Purpose

The purpose of this chapter is to introduce temporary outdoor vehicle storage uses within specified areas.

17.46.020 Applicability

The Outdoor Vehicle Storage Overlay (OVSO) shall be applied only to the Blended Use (B-U) zone. Approval of the OVSO constitutes a rezone, which may be approved or denied in the City Council's sole discretion. The OVSO includes the uses currently allowed in the underlying zone, plus outdoor storage of motor vehicles as described in this chapter. Except as modified by the OVSO, all of the regulations of the underlying zone apply, subject to the more specific or restrictive requirements of this chapter.

17.46.030 Development Agreement

All applicants receiving OVSO approval shall be required to enter into a development agreement with the City to assure that the development negotiated and defined during the rezone process and required by this chapter is reflected in the actual construction and maintenance of the project.

17.46.040 Uses

In addition to the uses allowed in the underlying zone, outdoor vehicle storage shall be a conditional use in the OVSO pursuant to the requirements and procedures of this chapter.

17.46.050 Signs

Signs in the OVSO shall be governed by Chapter 17.48, except all illuminated signs shall have downward directed and shielded lighting.

17.46.060 Application Process

An application for the OVSO is considered a rezone application subject to the rezone process provided in this chapter.

- A. General Requirements. The applicant shall submit to the City a complete application for a rezone and conditional use permit, accompanied by the appropriate fees as listed in the Consolidated Fee Schedule, a site plan (which may serve as the project master plan for purposes of the B-U zone), and a draft development agreement. The application, development agreement template, and their associated requirements are available on the city website and at the city offices.
- B. Pre-application Conference. The applicant is required to have a pre-application conference with city staff to ascertain the appropriate scope of the project and any additional information or reports that may be required in connection with the application and development agreement. The applicant is also encouraged to meet with the building official and the fire marshal to be advised of how building and fire code requirements may affect the proposed development.
- C. Complete Application. For all proposed rezones and associated development plans, a complete application, as determined by city staff, is required before authorization to proceed to the Planning Commission.

D. Planning Commission Review of Initial Rezone Application; Preparation of Proposed Development Agreement:

1. The initial application shall be referred to the Planning Commission for review and comment.
2. The City shall mail notice of an initial public hearing to owners of property within 300 feet of the proposed project.
3. The Planning Commission shall make a recommendation to the City Council of approval, approval with modifications, or denial. Such recommendation shall include any recommended modifications to the draft development agreement. Any approval of the conditional use permit application shall be subject to the City Council's approval of the rezone.
4. If approval with modifications is recommended, the city staff, with the assistance of the city attorney and the concurrence of the applicant, shall prepare a second draft of the development agreement for submission to the City Council. If denial is recommended, the application, development agreement, and related documents will be submitted to the City Council as-is.

E. City Council Review:

1. Rezone Application. The initial application, additional information, and Planning Commission recommendation, together with the proposed development agreement and the complete submission of all other related, project-specific information requiring approval of the City Council, shall constitute a final application for rezone. The City Council will consider the application for rezone at a public meeting, except as provided in Subsection E.2.
2. City Council Public Hearing. If city staff and the applicant cannot agree on the terms of the development agreement after the Planning Commission recommendation, the applicant may prepare and submit its own proposed development agreement, addressing all the required information and any proposed changes inconsistent with the Planning Commission recommendation. Upon the submission of such a development agreement (and all other documents requiring approval of the City Council), the rezone application shall be scheduled and noticed for public hearing before the City Council. The City shall mail notice of the public hearing to owners of property within 300 feet of the proposed project.
3. City Council Approval. If the City Council approves the rezone application and development agreement, the applicant may proceed with any remaining administrative site plan process. If a subdivision is required, the applicant may proceed with an administrative subdivision process.

17.92 Outdoor Storage And Outdoor Merchandising

17.92.010 Requirements Generally

In addition to requirements found elsewhere in this code and laws of the state, all outdoor storage and outdoor merchandising shall be done under the requirements of this chapter.

- A. Outdoor storage facilities for "automobile graveyards," "tow yards," "salvage yards," "junk," "junk dealers," "scrap metal processors" and "junkyards" are prohibited.
- B. Except for agricultural products, outdoor storage facilities for raw materials, parts and products shall be enclosed by a fence or wall at least six (6) feet in height and impervious to sight, adequate to conceal such facilities, materials, parts, and products from adjacent properties and the street unless expressly exempted elsewhere in this code. No items may be stacked higher than the fence or wall of the enclosure.
- C. No material or waste shall be deposited or stored upon any property in such form or manner that may be easily transferred off such property by natural causes or forces such as wind and rain. All materials or wastes which, in the opinion of the city, cause excessive fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors.
- D. No yard or other open space around a building shall be used for the storage of junk, building materials, debris, inoperable vehicles or commercial equipment, and no other land shall be used for such purposes except as specifically permitted herein.
- E. Open storage of hay or other agricultural products shall be located not less than thirty (30) feet from a public street.
- F. Outdoor Merchandising may include provisions for off-site, temporary vehicle parking, where the parking is controlled by an access gate and the term of the parking shall not exceed five consecutive days without the vehicle being removed from the site. ~~Notwithstanding the foregoing, outdoor wholesale merchandising of motorized vehicles or vehicle parts (other than boats), as well as the outdoor storage of such vehicles or parts, is prohibited.~~
- G. ~~Within the Outdoor Vehicle Storage Overlay Zone ("OVSO"), outdoor storage of motor vehicles may include provisions for temporary vehicle parking where the parking is controlled by an access gate.~~
- H. Seasonal outdoor merchandising shall be limited to the specific seasonal duration approved by the planning commission through a conditional use permit. All materials, displays, fencing, lighting and other facilities associated with the outdoor merchandising function shall be precluded at all other times.
- I. Outdoor merchandising shall be consistent with the nature and use of the associated business or as provided by the planning commission under a conditional use permit.

17.92.020 Storage/Merchandising/Zoning Permitted And Conditional Use Matrix

The number(s) in the restrictions column refer to the restrictions at the end of the matrix. "C" represents Conditional Use; "P" represents Permitted Use. If a block is blank, outdoor storage and/or outdoor merchandising is not allowed.

	Outdoor Vehicle Storage Overlay		CN Zone		CG Zone		LI Zone		IG Zone		CH Zone	
	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions
Public or quasi-public uses			C	1	C	1	C	1	P		C	7
General merchandise sale (retail or wholesale) less than 2000 sq. ft.			P	2	P	2					C	2
Convenience stores												
Learning studios					C	3	C	3				
Custom woodworking			C	2, 3					P	1, 9	C	2, 3
Sheet metal			C	3					P	1, 9		
Contractor — general, electrical, mechanical, plumbing, HVAC			C	1, 9					P	1	C	1, 9
Fabrication, welding and other industrial equipment and materials									P	1, 6	C	1, 9
Manufacturing, compounding, processing, milling and packaging of products1									P	6		
Printing and publishing							C		C			
Lawn and yard care			C						P	1, 6	C	1, 6
Businesses and uses which are similar to 17.28.020 and 17.28.030 (C-N)			C									
Motor vehicle retail sales and service					C	1, 5	C	5	C	5	C	5

Grocery store					C							
Lumber and other building material, retail sales					C	4	C	4	C	4	C	1, 6
Marine and aircraft retail sales and accessories					C	5					C	5
Commercial schools					C	3						
Businesses and uses which are similar to 17.34.020 and 17.34.030 (C-N)											C	1, 6
Other retail businesses which are similar to 17.32.020 and 17.32.030 (C-G)					C	1, 3, 7						
Research and development							C		C			
Warehouse and storage facilities							C	1, 3	C	1, 4	C	1, 6
Automotive parts and accessories — not tires or batteries							C	4	P	1, 4		
Steel structural members and related products							C	1, 4	P	1, 4		
Lumber and wood products (other than for retail sale)							C	1, 4	P	1, 4		
Apparel and other textile products									P	4		
Paper and allied products									P	6		
Electronic and electrical products							C	6	P	6		
Rubber and plastic products							C	6	P	6		
Other uses similar to 17.36.020 and 17.36.030 (L-I)							C		C			

Storage of inflammable and inflammable bulk liquids									C	6		
Outdoor storage of merchandise or equipment									C	1, 8	C	1
Outdoor storage of motor vehicles	C	4										
Other uses and businesses similar 17.40.020 and 17.40.030 (I-G)									C			

Provide for visual screening and security as determined by the City (the zoning administrator for permitted uses and the planning commission for conditional uses).Restrictions:

1. Merchandise to be stored indoors after business hours.
2. Storage not to exceed seven days, with a minimum of thirty (30) days between storage events.
3. Storage to be accomplished within a three-sided, roofed building or structure.
4. Merchandise shall be displayed in an orderly fashion and shall make up the majority of the business revenue or activity. All merchandise shall be of such a nature as to allow for immediate sale and use.
5. Storage shall meet appropriate state and/or federal requirements for environmental protections.
6. Seasonal merchandise.
7. Materials or equipment used in manufacturing.
8. Equipment exceeding 20 feet in height that will be visible from outside the perimeter of the property must be stored indoors; all materials that will be visible from outside the perimeter of the property must be stored indoors or within a three-sided, roofed building or structure.



APPLICATION TO REZONE

West Bountiful City
PLANNING AND ZONING
550 N 800 W, West Bountiful, UT 84087
(801) 292-4486
www.WBCity.org

PROPERTY ADDRESS: approx. 1450 W and Wellington AVE

DATE OF APPLICATION: 4/27/22
5/18/22 Corrected

PARCEL NUMBER: 060330069

CURRENT ZONE: B-U

PROPOSED ZONE: ~~OTHER~~ OVSO

LEGAL DESCRIPTION ATTACHED: YES ☒ NO ☐

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817

E-mail address: toddwilley15@gmail.com

Describe in detail the request for which this application is being submitted and the reasons why the change will benefit the people of West Bountiful. A separate sheet with additional information may be submitted if necessary.

This change will allow for expansion of existing businesses in the vicinity of this property.

BEGINNING AT A POINT WHICH IS NORTH 00°04'07" EAST ALONG THE SECTION LINE A DISTANCE OF 960.30 FEET AND SOUTH 89°55'53" EAST 3.11 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°14'25" WEST 146.53 FEET; THENCE NORTH 01°07'19" EAST 147.06 FEET; THENCE NORTH 00°16'05" WEST 49.01 FEET; THENCE EAST 1368.14 FEET; THENCE SOUTH 00°00'12" WEST 160.92 FEET; THENCE NORTH 89°13'00" WEST 943.21 FEET; THENCE SOUTH 02°08'52" WEST 190.20 FEET; THENCE NORTH 89°55'53" WEST 417.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 293,347 SQUARE FEET OR 6.734 ACRES, MORE OR LESS.

I hereby apply to rezone the property identified above in accordance with the provisions of Utah State Code 10-9a-503. I certify that the above information is true and correct to the best of my knowledge.

Date: 5-18-22

Applicant Signature: [Signature]

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 4/27/22 Public Hearing Date: 5/26/22

Letters sent to affected neighbors: 5/18/22 + 5/11/22

Planning Commission Approval: 5/24/22 City Council Approval: _____



CONDITIONAL USE PERMIT APPLICATION

West Bountiful City

PLANNING AND ZONING

550 N 800 W, West Bountiful, UT 84087

Phone: (801) 292-4486

Fax: (801) 292-6355

www.wbcity.org

PROPERTY ADDRESS: approx. 1450 W and Millbridge Lane

PARCEL NUMBER: 060330069

ZONE: B-U

DATE OF APPLICATION:

Name of Business: Onion Patch Securities, LLC

Applicant Name: Onion Patch Securities, LLC

Applicant Address: 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817

Fax Number: _____

E-mail address: toddwilley15@gmail.com

Describe in detail the conditional use for which this application is being submitted. Attach a site plan which clearly illustrates the proposal. A separate sheet with additional information may be submitted if necessary.

Outdoor vehicle storage on vacant raw land.

The Applicant(s) hereby acknowledges that they have read and are familiar with the applicable requirements of Title 17.60 of the West Bountiful City Code, pertaining to the issuance of Conditional Use Permits. If the applicant is a corporation, partnership or other entity other than an individual, this application must be in the name of said entity, and the person signing on behalf of the Applicant hereby represents that they are duly authorized to execute this Application on behalf of said entity.

Fee must accompany this application - \$20 for Residential Zone, \$50 for Business Zone

I hereby apply for a Conditional Use Permit from West Bountiful City in accordance with the provisions of Title 17, West Bountiful Municipal Code. I certify that the above information is true and correct to the best of my knowledge. I understand the information on this application may be made available to the public upon request.

Date: 4-27-22

Applicant Signature: *Todd Willey*

FOR OFFICIAL USE ONLY

Application Received Date: 4/27/22

Permit Number: _____

Application Fee Received Date: 4/27/22

Fire Inspection Date: _____

Permit Approval: _____

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among West Bountiful City (“**City**”), Onion Patch Securities, LLC (“**Developer**”), a Utah limited liability company, and Manheim Remarketing, Inc., a Delaware corporation (“**Ground Lessee**”). This Agreement shall terminate on the date specified in Section 3.3 of this Agreement.

RECITALS

- A.** City enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.
- B.** Developer owns certain real property in the City, located at approximately 1450 W and Wellington Avenue (the “**Property**”), which it desires to ground lease for outdoor vehicle storage purposes to Ground Lessee pursuant to a ground lease dated on or about the date of this Agreement (the “**Ground Lease**”).
- C.** The West Bountiful City Council (the “**Council**”) approved rezoning the Property to Outdoor Vehicle Storage Overlay on [DATE], pursuant to Ordinance _____ attached hereto as **Exhibit A**.
- D.** The Planning Commission approved a Conditional Use Permit for Outdoor Storage consistent with the Site Plan attached hereto as **Exhibit B** on [DATE], attached hereto as **Exhibit C**.
- E.** The City Council has authorized the negotiation and adoption of this Agreement as advancing the health, safety, and welfare of the community and the policies, goals, and objectives of the City governing development in the area.
- F.** Developer and Ground Lessee agree to the terms of this Agreement and acknowledge their respective obligation to develop and use the Property pursuant to this Agreement, as such obligations are more fully articulated in the Ground Lease.
- G.** Consistent with the foregoing, and the provisions of Utah State law and the West Bountiful City Code, the Council has authorized execution of this Agreement by Resolution _____ attached hereto as **Exhibit D**.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Exhibits. The exhibits attached hereto are likewise incorporated herein by this reference:

Exhibit A	Ordinance Approving the rezone to Outdoor Vehicle Storage Overlay
Exhibit B	Site Plan
Exhibit C	Conditional Use Permit for Outdoor Storage
Exhibit D	Resolution Authorizing Execution of the Agreement

2. Vested Rights and Reserved Legislative Powers.

2.1 Zoning; Vested Rights. The Property is zoned Blended-Use (B-U) with the Outdoor Vehicle Storage Overlay (OVSO), a zone which accommodates and allows the development and use of the Property contemplated by this Agreement pursuant to the Conditional Use Permit.

2.1.1 Rights to Develop. To the maximum extent permitted both at law and in equity, the parties intend that this Agreement grant Developer and Ground Lessee all rights to develop the Property in fulfillment of this Agreement, subject to the Conditional Use Permit.

2.1.2 Vested Rights. The parties specifically intend that this Agreement grant to Developer and the Ground Lessee “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, and other development standards proposed by the Developer are approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan. Developer and Ground Lessee shall have the vested right to develop and use the Property for outdoor vehicle storage pursuant to the Conditional Use Permit.

2.2 Reserved Legislative Powers. Developer and Ground Lessee acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations to that power set forth herein are intended to reserve to the City all of the police power that cannot be so limited.

2.2.1 Modification to Developer’s Vested Rights. Notwithstanding the retained power of the City to enact such legislation under its police powers, such legislation shall only be applied to modify Developer’s and Ground Lessee’s vested rights where City finds, on the record, demonstrable by clear and convincing evidence, that such modification is necessary to prevent physical harm to a third party, which harm did not exist at the time of the execution of this

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Agreement, and which, if not addressed, would jeopardize a compelling, countervailing public interest as contemplated in Utah Code § 10-9a-509(1)(a)(ii)(A).

2.2.2 General Application. Any proposed change affecting Developer's or Ground Lessee's vested rights, pursuant to Section 2.2.1 hereof, shall be of general application to all development activity in City, and, unless City, in good faith, declares an emergency, Developer and Ground Lessee shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Term.

3.1 Effective Date. This Agreement shall take effect upon the date of its execution by both parties.

3.2 Recordation. Upon its execution, this Agreement shall be recorded in the office of the Davis County Recorder and shall run with the land for the term hereof.

3.3 Duration. This Agreement and the Conditional Use Permit shall continue in full force and effect for the lesser of: (a) the duration of the Ground Lease; or (b) 10 years after the Effective Date. Prior to the expiration of this Agreement, the City may re-evaluate the use of the Property for outdoor vehicle storage pursuant to the Conditional Use Permit and may, in its sole and absolute discretion, extend the term of this Agreement and the Conditional Use Permit; provided, however, this Agreement and the Conditional Use Permit shall only be renewed or otherwise extended upon mutual written agreement of the City, Developer and Ground Lessee. Upon expiration or sooner termination of this Agreement, the OVSO shall be deemed to have been automatically removed from the Property and neither the Developer nor the Ground Lessee shall oppose any action by the City to formally designate such removal of the OVSO from the Property on the City's zoning map and in the applicable provisions of the City's land use ordinances.

4. General Provisions.

4.1 Governing Law. (a) The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. (b) Venue for any action in connection with this Agreement shall be proper only in Davis County, Utah, and the parties waive any objection thereto.

4.2 Remedies. In any action brought in connection with this Agreement, (a) the non-defaulting party shall be entitled to all remedies available at law and in equity, and (b) the prevailing party shall be entitled to reasonable attorney's fees and court costs.

4.3 Waiver. A delay in the exercise of any right or remedy shall not constitute a waiver thereof, nor shall a party's waiver of a breach of any provision of this Agreement be construed as a waiver of any other breach of this Agreement.

4.4 Headings. The headings in this Agreement are for convenience only; they shall not be read to control or affect the meaning of any of its provisions.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

4.5 Integration. This Agreement, including the exhibits, constitutes the entire agreement between the parties hereto and supersedes all prior written or oral agreements.

4.6 Amendment. This Agreement may be amended by the mutual written consent of the parties or their successors or assigns. Such an amendment shall take effect upon its execution by both parties and shall be recorded with the Davis County Recorder. The Ground Lease term shall not be extended beyond the term of this Agreement without City's prior written consent.

4.7 Severability. Should any provision of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect; provided, that in the event such severance defeats either the fundamental purpose of this Agreement or Developer's or Ground Lessee's ability to use the Property as contemplated by this Agreement, Developer or Ground Lessee may terminate this Agreement by written notice.

4.8 Communication between the Parties. Notice, consent, approval, and other communication between the parties, provided for herein or given in connection herewith, shall be validly served if made in writing and delivered **(a)** in person or by either **(b)** nationally recognized overnight courier, or **(c)** by registered or certified U.S. mail, return receipt requested, addressed as follows:

If to City: West Bountiful City
 Attn: _____
 550 N 800 West
 West Bountiful, UT 84087

If to Developer: Onion Patch Securities, LLC

If to Ground Lessee: Manheim Remarketing, Inc.

or to such other addresses as either party may from time to time designate serve in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective.

4.9 Effective Date of Service. Service in person or by nationally recognized overnight courier shall be deemed delivered upon receipt. Service by mail shall be deemed delivered 72 hours following deposit in the U.S. mail.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

4.10 Consent Not Unreasonably Withheld. If any plan or action of either party requires the approval or consent of the other, such approval or consent shall not be unreasonably withheld.

4.11 Conferring regarding Denials. Should the City staff recommend denial of any development application by Developer, City and Developer shall meet within 10 business days thereafter to resolve the issues raised in the recommendation.

4.12 Authority. The parties represent **(a)** that they have full power and authority to enter into this Agreement, **(b)** that all necessary actions have been taken to give full force and effect thereto, and **(c)** that the individuals executing this Agreement are authorized and empowered to bind the parties on whose behalf each is signing.

4.13 Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors in interest, and assigns.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

4.15 No Agency Created. This Agreement creates no partnership, joint venture, or agency relationship between the parties.

4.16 Assignment. Developer may assign its rights and obligations hereunder, in whole with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Developer shall give City notice of any proposed assignment at least 30 days prior to the effective date thereof.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

WEST BOUNTIFUL CITY

A political subdivision of the state of Utah

KENNETH ROMNEY, MAYOR

ATTEST:

CATHY BRIGHTWELL, CITY RECORDER

APPROVED AS TO FORM:

STEPHEN DOXEY, CITY ATTORNEY

STATE OF UTAH)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me Kenneth Romney, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of West Bountiful City, who acknowledged to me that he executed the foregoing instrument on behalf of the City.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Developer:

Onion Patch Securities, LLC, a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me _____, personally known to me or identified on the basis of satisfactory evidence to be the _____ of Onion Patch Securities, LLC, who acknowledged to me that he executed the foregoing instrument on behalf of Onion Patch Securities, LLC.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC
FOR REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Ground Lessee:

Manheim Remarketing, Inc., a Delaware corporation

By: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me _____, personally known to me or identified on the basis of satisfactory evidence to be the _____ of Manheim Remarketing, Inc., a Delaware corporation, who acknowledged to me that he executed the foregoing instrument on behalf of Manheim Remarketing, Inc.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

WEST BOUNTIFUL CITY

ORDINANCE #453-22

**AN ORDINANCE CREATING WBMC 17.46
OUTDOOR VEHICLE STORAGE OVERLAY**

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

WHEREAS, a need has been shown for temporary outdoor vehicle storage uses defined within specified areas.

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on May 24, 2022, and received no objection to the proposed changes.

WHEREAS, the Planning Commission recommends the creation of a new Outdoor Vehicle Storage Overlay.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY THAT CHAPTER 17.46 OF THE WEST BOUNTIFUL MUNICIPAL CODE BE CREATED AS SHOWN IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 7th day of June 2022.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

WEST BOUNTIFUL CITY

ORDINANCE #454-22

AN ORDINANCE AMENDING WBMC CHAPTER 17.92 - OUTDOOR STORAGE AND OUTDOOR MERCHANDISING

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

WHEREAS, the West Bountiful City Council recognizes that regulations of outdoor storage and merchandising are designed to provide a safe and suitable environment for those commercial uses that provide service to the surrounding community; and

WHEREAS, the Outdoor Storage and Merchandising regulations and Matrix require updating to include a recently added Outdoor Vehicle Storage Overlay zone; and

WHEREAS, the West Bountiful City Planning Commission held a properly noticed public hearing on May 24, 2022, and received no objection to the proposed changes.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY THAT CHAPTER 17.92 OF THE WEST BOUNTIFUL MUNICIPAL CODE BE AMENDED AS INDICATED IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 7th day of June 2022.

By: _____
Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor & Council
DATE: June 3, 2022
FROM: Duane Huffman
RE: **FY 22 Fraud Risk Assessment**

This memo presents the city's self-completed Fraud Risk Assessment for the fiscal year ending June 30, 2022.

Background

The completion and presentation of the Fraud Risk Assessment is required by Auditor Alert 2020-01 issued by the Office of the State Auditor. This is the third year the city has completed the report.

FY 22 Report

For FY 22, West Bountiful City scored of 345 out of 395 available points which places the city in the "Low" risk level as defined by the Office of the State Auditor. The city was also in the low risk bracket for FY 21 with a score of 320. This year's improvement comes from the adoption of a travel policy and the addition of a CPA as part of the city's management team (our accounting consultant).

Included with this memo is the completed assessment.

Fraud Risk Assessment

Continued

*Total Points Earned: 345/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?		5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?		5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	Yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: West Bountiful City

*Completed for Fiscal Year Ending: 2022 *Completion Date: 6-3-22

*CAO Name: Duane Huffman *CFO Name: P Twitchell

*CAO Signature: [Signature] *CFO Signature: [Signature]

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

WEST BOUNTIFUL CITY

RESOLUTION #517-22

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR PLACEMENT OF 24-HOUR VIDEO SURVEILLANCE OF UNATTENDED BALLOT DROP BOX

WHEREAS, the Davis County Clerk, as an election officer, is required to designate at least one ballot drop box in each municipality located in the jurisdiction to which the election relates¹;

WHEREAS, the Davis County Clerk, as an election officer, is required to provide 24-hour video surveillance of each unattended ballot drop box²;

WHEREAS, the Davis County Clerk, as an election officer, is required to post a sign on or near each unattended ballot box indicating that the ballot drop box is under 24-hour video surveillance³;

WHEREAS, the County desires to obtain the licenses identified in this agreement from the City;

WHEREAS, the City desires to grant the licenses identified in this agreement to the County; and

WHEREAS, the parties are authorized by law to enter into this agreement.⁴

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

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

¹ Utah Code Ann. § 20A-5-403.5 (a) (2022).

² Utah Code Ann. § 20A-5-403.5 (d) (2022).

³ Utah Code Ann. § 20A-5-403.5 (e) (2022).

⁴ Utah Code Ann. §§ 11-13-101, *et seq.*, and 20A-5-400.1.

**INTERLOCAL COOPERATION AGREEMENT
(24-Hour Video Surveillance of Unattended Ballot Drop Boxes)**

This agreement is between Davis County, a political subdivision of the State of Utah (the "County"), and the City of West Bountiful, a municipal corporation of the State of Utah (the "City").

The parties therefore agree as follows:

1. The City grants the County a nonexclusive license for the duration of this agreement for the purposes of permitting the County, and its officers, employees, representatives, and contractors:
 - 1.1. Ingress and egress to the real property owned or occupied by the City and located at 550 North 800 West, West Bountiful, UT (the "Property");
 - 1.2. To place one or more cameras and related video surveillance systems at the Property to provide 24-hour video surveillance of each unattended ballot drop box at the Property;
 - 1.3. Access to power, network connections, and other resources necessary to install and operate the cameras and related video surveillance systems to provide 24-hour video surveillance of each unattended ballot drop box at the Property; and
 - 1.4. To repair, maintain, and replace the cameras and related video surveillance systems to ensure 24-hour video surveillance relating to each unattended ballot drop box at the Property.
2. The County agrees to provide or pay for the cameras and related video surveillance systems referenced in Section 1 of this agreement, and the costs associated with the installation, repair, maintenance as well as replacement of the cameras and related video surveillance systems referenced in Section 1 of this agreement.
3. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Utah Interlocal Cooperation Act (the "Effective Date").
4. The term of this agreement shall begin upon the Effective Date of this agreement and shall, with the exception of any and all warranties, promises of indemnification, guarantees, or as otherwise expressly set forth herein, automatically terminate 50 calendar years after the Effective Date of this agreement (the "Term"), unless terminated earlier pursuant to the terms and/or provisions of this agreement.
5. This agreement may be terminated by any of the following actions:
 - 5.1. The mutual written agreement of the parties;
 - 5.2. By either party after any material breach of this agreement by the other party;
 - 5.3. By either party, with or without cause, upon giving 90 days' written notice to the other party; or
 - 5.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE PARTY'S OBLIGATIONS UNDER THIS

AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

6. The parties acknowledge, understand, and agree that, for the duration of this agreement, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
7. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of the City and/or the City Representatives in relation to the subject matter of this agreement, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
8. The County, for itself, and on behalf of the County Representatives, agrees and promises to indemnify, save and hold harmless the City, as well as the City Representatives, from and against any Claims that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of the County and/or the County Representatives in relation to the subject matter of this Agreement, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
9. The parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act.
10. No separate legal entity is created by this agreement.
11. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Termination of this agreement shall not extinguish or prejudice either party's right to enforce this agreement, or any term, provision, or promise under this agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this agreement.
13. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. The County's employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. The City employees, while providing or performing services

under or in connection with this agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
15. This agreement is binding upon the parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties related to such subject matter that are not set forth herein. Unless otherwise set forth herein, this agreement supersedes and cancels all prior agreements, negotiations, and understandings between the parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this agreement. Neither this agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally; rather, this agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.
16. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
17. This agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this agreement, or its formation or validity. The parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above.
18. If any part or provision of this agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this agreement which are not invalid, prohibited, or unenforceable shall remain in full force and effect.

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

WHEREFORE, the parties have signed this agreement on the dates set forth below.

DAVIS COUNTY

Randy B. Elliott, Chairman,
Board of Davis County Commissioners
Date:_____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

The undersigned attorney, who is authorized to represent Davis County, has reviewed this agreement as to proper form and compliance with applicable law.

Print Name:_____
Title:_____
Date:_____

CITY of West Bountiful

Print Name: Kenneth Romney

Title: Mayor

Date: _____

ATTEST:

Print Name: Cathy Brightwell

Title: Recorder

Date: _____

The undersigned attorney, who is authorized to represent West Bountiful City, has reviewed this agreement as to proper form and compliance with applicable law.

Print Name: Stephen B Doxey

Title: City Attorney

Date: _____

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, May 17, 2022, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

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

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), Chief Erikson, Cathy Brightwell (City Recorder), and Patrice Twitchell (Finance Specialist) via zoom

PUBLIC: Alan Malan, Richmond Thornley, Aleya Mason, Conor Orozo, Alison LaPlaca

Mayor Romney called the regular meeting to order at 7:31 pm. James Ahlstrom offered a prayer and James Bruhn led the Pledge of Allegiance.

1. Approve the Agenda.

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

2. Oath of Office – West Bountiful Police Officer Wil Harris

The city's newest police officer, Wil Harris, was given the oath of office. He graduated from the police academy in April and started work with the city a couple of weeks ago. Following his swearing in, his mother, Alison LaPlaca, pinned on his badge.

3. Public Comment – Two Minutes Per Person, or Five Minutes if Speaking on Behalf of a Group.

No Public Comment.

4. Pickleball Court Regulations.

The four new pickleball courts to the south of city hall have attracted a lot of people and in good weather are in use from early morning until the lights go out at 10 pm. The noise reportedly has caused some concern with neighbors.

The city code regarding parks (WBMC 12.24) does not set specific hours. The City Park has posted hours of 6 am to 10:30 pm. The pickleball lights have been set to work from 6 am to 10 pm since they were installed.

There was discussion about how setting consistent hours as the Park might impact neighbors and what other options may exist. Planting trees on the south side of the courts might help but the drought is making that difficult. The issue of loud music was also discussed.

It was decided that more information is needed before making a decision. Duane will talk with the neighbor and check with other cities to see how they handle hours and noise and bring back some options.

5. Final Plat – Doug’s Corner Subdivision, 550 West 1000 North

Doug Coon’s Construction, LLC has applied for a 3-lot subdivision located on the west side of 550 West Street and the north side of 1000 North. The property is within the R-1-10 zone and consists of 0.694 acres. Each lot meets the requirements for zoning and frontage.

Kris Nilsen summarized his review of the application. Existing structures will be demolished prior to any building permits being issued, and this will be enforced as part of the subdivision bond. The frontage will have curb, gutter, sidewalk, and visibility will improve significantly with homes sitting back 30 feet from the road once the shrubs and trees are removed. The driveway on the corner lot will be on the far north or far west sides of the lot. Most of the drainage will run to the street but rear drainage will go to a retention area in the northwest corner

Outstanding items include approval from Weber Basin of the construction plans for secondary water.

MOTION: *Rod Wood made a Motion to table this item until the city receives approval from Weber Basin and the city engineer and public works director sign off. Kelly Enquist seconded the Motion which passed unanimously as reflected below.*

James Ahlstrom – aye

James Bruhn – aye

Kelly Enquist – aye

Mark Preece – aye

Rod Wood - aye

6. Ordinance 450-22, An Ordinance Amending WBMC 15.08.050 and 16.20.020 Clarifying Public Improvements Required for Building Permit Approval.

Duane Huffman provided background on the proposed ordinance. The city council previously reviewed a recommendation by the planning commission to update the city’s code regarding when and what public improvements are required of an individual property owner as a condition of building permit approval.

The current interpretation of WBMC 15.08.050 requires as a condition of a building permit the property owner to install curb, gutter, sidewalks, and other associated public improvements such as asphalt extensions, piping or covering drainage culverts and to move conflicting utility infrastructure such as poles and boxes along a lot on which a building is to be constructed or remodeled when the construction is proportionate to the improvements. The code could be clearer in defining the improvements required as well as a standard defining what level of building permit triggers the requirement.

At city council's request, staff has provided options to modify the planning commission's proposal. Both proposals include requiring curb, gutter, sidewalk, and storm drain improvements, and exclude relocating conflicting utility infrastructure.

The differences in proposals: Planning commission recommends a trigger of a 100% increase of footprint or floorspace and excludes road widening/asphalt extension. Staff recommends a trigger of a 50% increase of footprint or floor space, and limits road widening to 3-4 feet.

Planning Commissioner Corey Sweat was unable to attend the meeting so sent an email to Mayor and Council providing reasoning for the commission's recommendation. Chairman Malan summarized the reasons that include concern about placing an undue burden on homeowners. They were also concerned about negatively impacting the few properties in the community who are less likely to be able to afford home improvement and discourage such activity due to the public improvement costs.

There was discussion about who should pay. It's clear that developers should pay when subdivisions are created but for individuals is it appropriate for the costs to be on the property owner or the entire community? Several locations in the city without improvements were discussed as well as the impact of deferrals. The biggest issue of controversy is the extension of the width of the road. Limiting the property owner's responsibility seems to be a fair way to share the expense. Kris Nilsen explained that 3-4 ft is the smallest amount that can be done and still make good improvements. It was also noted that deferrals of some or all the improvement can be requested.

Mayor Romney commented that it is a difficult balance, but it should not fall on city residents to pay when the individual will benefit from the improvements including increased property value.

MOTION: *Mark Preece Made a Motion to Adopt Ordinance 450-22 to include changing the percentage of increased footprint or floorspace to 50% in Section 15.08.050.A.2. and A.3. and limiting the property owner's responsibility to widen the road to meet curb and gutter to 3 to 4 feet in Section B.2. Rod Wood Seconded the Motion which PASSED 4-1 as reflected below.*

James Ahlstrom – aye

James Bruhn – aye

Kelly Enquist – nay

Mark Preece – aye

Rod Wood - aye

7. Discuss Draft Transportation Map.

Duane Huffman explained that the city is currently in the process of updating capital facilities plans and impact fees facilities plans. He reviewed a draft transportation map showing future street needs that came from engineers doing research for impact fee changes. The focus is on roads designated as "collectors" – connecting local roads eventually to arterials. He asked for direction about what streets on the map should be included in the proposal.

There was discussion about arterials 500 South and 500 West and future collector roads that connect to them. Additional collectors would spread out future burdens on city roads.

There was also discussion about possible future improvements to 1100 W between 400 North and 500 South, 660 West between 400 North and 1000 North, and 400 North between 1450 West and 1100 West. There was agreement to add 400 North west of 1100 W to the map. The 1450 West southerly extension is shown on future maps and was anticipated by UDOT when 500 South was improved several years ago by including a break in the median and turn lanes. It would need to be done by Woods Cross as the south portion of the connection is in their city.

These changes will drive impact fee schedules, but they must be designated, or the fees can't be collected.

The discussion was a good start as work on the capital facilities and impact fees facilities plans continue.

8. Resolution 516-22, A Resolution Amending the West Bountiful City Employment Policies and Procedures Manual Regarding Travel.

Duane Huffman explained that the city has not had a formal policy about travel and per diem reimbursements. This proposed policy requires that departments budget for planned travel activities; requires city vehicles be used for travel with some exceptions; allows a reimbursement of 50% of the lowest total cost of the conference sponsored hotel rate when staying with friends and family out of town; ties the per diem rate to the State of Utah; and ties mileage to the IRS approved rate so the updates occur automatically.

Council member Ahlstrom inquired about the rationale for reimbursing fifty percent of hotel rates rather than some other amount including the lowest cost hotel rate. He said the policy did not make sense to him and suggested removing it from the proposal.

MOTION: *James Ahlstrom Made a Motion to Adopt Resolution 516-22 as presented except to remove the proposal to reimburse employees a percentage of the hotel rate when staying with friends or family. Rod Wood Seconded the Motion which PASSED as reflected below.*

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

9. Fiscal Year 2022/2023 Tentative Budget for All City Funds.

Duane Huffman reviewed the 2022/2023 Tentative Budget and asked for input. He noted that a public hearing will be scheduled for the June 7 meeting and the city has until the end of June to adopt the budget.

- Sales tax is currently increasing by 10%, budgeted for 6% - *Yes*.
- Total ARPA funds of \$688,00 to Public Works facility - *Yes*.
- Pay scale – 7% for admin, council, golf, and now public works. Police now at 2%. based on the large increase earlier this year - *Yes*.

- 187 • New Community Development position is an ongoing cost. \$90,000 includes salary, benefits,
188 computer, etc. – *Yes*.
- 189 • Centerpoint Theatre (James Ahlstrom disclosed he is on the Centerpoint Board) requested \$20,000
190 as part of its \$200,000 carpet project. We gave \$15,000 2 years ago and \$0 in the current year.
191 Councilman Ahlstrom recommended continued support as it is a regional theatre in our backyard.
192 James Bruhn said it is a big ask for taxpayer's money. Kelly Enquist commented that they get a lot
193 of donations and our city voted not to support them so why are we giving them money? Straw poll
194 for support: Enquist-no, Bruhn-no, Preece-ok, Wood-ok, Ahlstrom-ok. – *Yes to \$15,000 donation*.
- 195 • 975 W trail connection to Prospector trail by golf course – \$123,000 was not included in Tentative
196 Budget but up for discussion again. Cost includes fencing due to the proximity to the green on hole
197 #2. MP-not worth the money. Park Impact fees of \$92,000 can be used for trails and \$844,000 is
198 currently in RAP. *Straw poll – 4 against, better to wait another year*.
- 199 • Replace old toy at city park and repair parking lot? Councilman Enquist recommends new lighting
200 on the west side by parking lot. Duane will bring back estimates.
- 201 • Cart path budget at \$12,000 but previous discussion suggested more. Can come up with a
202 placeholder number now or design a plan and come back with a budget amendment. Mayor
203 Romney suggested \$120-\$150,000 is needed to improve the cart paths with the goal of keeping
204 golfers. Our cart paths are the golf course's biggest deficiency.
- 205 • Capital Projects– group 3 small projects together (560 W cul-de-sac, 1810/1890 Loop, East Porter
206 Lane) – *Yes*.
- 207 • Sidewalk repairs/replacement is budgeted at \$50,000. Should it be increased to \$100,000?
208 Discussion that the problem is trees that residents are responsible for. Mayor asked if it is a public
209 safety issue, can the city help with the tree removal costs? Steve Maughan will put a list together
210 and prioritize based on risk, hazard, and safety. If we increase to \$100,000, it leaves us with
211 \$475,000 for next year and \$13,000 from Impact fees

212
213 Council member Bruhn said he would like power at the Park so we can have Christmas lights.
214

215 **10. Fiscal Year 2021/2022 Budget Amendment.**
216

217 Duane Huffman reviewed the 2021/2022 Budget Second Amendment. He noted that a public hearing
218 will be scheduled for the June 7 meeting.
219

- 220 • Revenue adjustment for fireworks.
- 221 • Justice Court records – paid temporary employees \$6000 to go through old files.
- 222 • New city website cost less than expected so reduce by \$3400.
- 223 • Increased utilities and telephone expenses.
- 224 • Increased fuel costs for Police and Streets. Departments.
- 225 • Police dispatch fees will go down.
- 226 • Adjust Capital outlay for computers that didn't happen this year.
- 227 • Adjust Capital outlay for equipment because we cannot get the Loader.
- 228 • Slurry seal increase paid by developers.
- 229 • Reduction in debt service.
- 230 • Street impact fee changes.
- 231 • Park impact fees – close out pickleball project.
- 232 • Water – move well money (increase) to close out project.

- Increase storm water training.
- Golf – merchandise placeholder.

11. Meeting Minutes from May 3, 2022.

MOTION: *James Ahlstrom made a Motion to Adopt the Meeting Minutes from May 3, 2022, as presented. Rod Wood Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

12. Staff Reports

Police – Chief Erikson

- National Law Enforcement Week. The department has been receiving requests for supplies for ballistic equipment for Ukraine. The city has old vests and helmets that can be donated to a charity group in UT trying to send supplies to Ukraine. Council members commented that it was a good idea.

Public Works – Steve Maughan

- 600 West road construction update – there is 400 ft of water main left to lay. Bacteria and pressure testing from the canal to Porter Lane passed, will start making tie-ins next week on the north end. We expect water to be completed by the end of June, then complete the road rebuild.
- Final 400 N well start-up tomorrow. Stone Creek well has been running for about three weeks.
- Still looking for seasonal help at park, paying \$13-\$15 to start. Age requirement is 16 but they need to be 18 to drive a truck.
- Aquaphor meeting with surrounding cities scheduled for tomorrow.

Engineering – Kris Nilsen

- Working on miscellaneous city projects – water conservation plan is due end of June.
- Olsen Farms-8 subdivision is being reviewed and details are being worked out.

Community Development – Cathy Brightwell

- The Planning Commission considered the request from city council to look into adopting a minimum home size and after discussion decided it was not necessary. Council member Ahlstrom asked Chairman Malan if the planning commission would object if someone wanted to build a 200 sf home. Mr. Malan responded that the planning commission would not have a problem with it. They do not want to tell someone what they can build on their property. There was discussion about some subdivision CCRs requiring a minimum size which is fine. The planning commission did not object but does not believe the city should set a size limit.

Administration – Duane Huffman

- We will get about \$38,000 from the County for extension of the Onion Parkway trail (Eastman) as part of the 600 West project.
- Google Fiber is in the design phase. Their biggest priority is 600 W so they can get facilities in during construction. Another potential provider, Syringa, who the council approved several years ago wants to renegotiate now that their agreement has expired.

- We are getting a lot of resident calls about water including several instances of complaints so we gave out the Weber Basin complaint line.
- South Davis Metro Fire board – Duane is this year’s budget officer. The tentative budget was presented to the board, and it went smoothly.

13. Mayor / Council Reports

James Ahlstrom – Youth council has fifteen applications for the upcoming term. Interviews will be scheduled next week.

Inquired about water conservation at the golf course, specifically the driving range.

James Bruhn – No report.

Kelly Enquist – Residents are confused about watering restrictions. They don’t know which restrictions apply because they’re getting differing information through the mail and media.

Have we ever thought about holding a summer recreation program? Duane Huffman commented that personnel would be the biggest factor.

Mosquito Abatement District is still short staffed. They worked out an arrangement to get a fogger. Now working to get it calibrated so then will just need chemicals to run it. It should help with golf courses to handle areas away from the streets. They will spray trails if they can get access. Only one West Bountiful request for spraying so far.

Mark Preece – No report.

Rod Wood – No report.

Mayor Romney – No Report.

14. Closed Session

MOTION: *Rod Wood Made a Motion to Move into Closed Session in the police conference room for the purpose of discussing the character, professional competence, or physical or mental health of an individual, pursuant to UCA 52-4-205(1)(a). The regular meeting will adjourn with the adjournment of the closed meeting. James Ahlstrom Seconded the Motion which PASSED by unanimous vote of all members present.*

15. Adjourn.

MOTION: *James Ahlstrom made a Motion to Adjourn the Meeting. Rod Wood Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

324 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
325 *present on Tuesday, June 7, 2022.*
326

327
328 _____
 Cathy Brightwell, City Recorder