

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, JULY 19, 2022, AT THE CITY OFFICES

Invocation/Thought – By Rod Wood; Pledge of Allegiance – By Mark Preece

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if speaking on behalf of a group.
3. Public Hearing - Plat Amendment and Vacating Easement for Property at 679 W 700 North – Lindsey.
4. Ordinance 456-22, An Ordinance Approving a Plat Amendment and Vacating Easement for Property at 679 W 700 North – Austin Lindsey.
5. Ordinance 457-22, An Ordinance Rezoning Certain Property to WBMC 17.46 Outdoor Vehicle Storage Overlay in Parcel 06-033-0069 owned by Onion Patch Securities, LLC.
6. Resolution 523-22, A Resolution Authorizing a Development Agreement Between West Bountiful City, Onion Patch Securities, LLC, and Manheim Remarketing, Inc.
7. Resolution 524-22, A Resolution Authorizing an Interlocal Cooperation Transportation Reimbursement Agreement with Davis County for the DSB Canal Trail Project.
8. Award of the 2022 High Density Mineral Bond Project to Holbrook Asphalt.
9. Meeting Minutes from June 21, 2022.
10. Staff Reports – Police, Public Works, Engineering/Community Development, Administration.
11. Mayor/Council Reports.
12. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. 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 July 15, 2022, by Cathy Brightwell, City Recorder.

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NOTICE OF PUBLIC HEARING

Plat Amendment, 679 W 700 North

The West Bountiful City Council will hold a public hearing on Tuesday, July 19, 2022, at 7:30 pm, or as soon as agenda permits, at the city offices, 550 N 800 West.

The purpose of the hearing is to receive public comment regarding a request by Austin and Amy Lindsey to consolidate two properties which are currently designated as Lot 211 Moss Farm Estates Plat B and Eggett Acres Lot 4. The existing public utility easement that runs east and west through the center of the properties will be vacated and a new easement will be dedicated along the new rear property line.

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

Cathy Brightwell
City Recorder
801-292-4486 x 103

MEMORANDUM



TO: Mayor and City Council

DATE: July 15, 2022

FROM: Kris Nilsen, Cathy Brightwell

RE: Plat Amendment/Vacate Easement, 679 W 700 North - Lindsey

Summary

Austin and Amy Lindsey own two lots at 679 W 700 North (Lot 211 Moss Farm Estates Plat B and a portion of Lot 4 Eggett Acres). They have requested to combine plat boundaries to form a new property designated as Moss Farm Estates Plat F. The County Recorder joined the two lots into one parcel, but the plats were never properly amended to form a single legal lot. The Lindsey's have submitted a building permit for an addition on the back of their home so it is important to combine the lots so that the center property line between the two plats can be eliminated to meet setbacks.

The east/west public utility and drainage easement between the two properties needs to be vacated. Staff believes there is a value to the city to create an easement along the rear of the new lot and dedicate a public utility easement along the entire lengths of both sides of the new lot.

Process

Utah State Code Section 10-9a-608 annotated outlines a process whereby a municipal land use authority may amend or vacate a subdivision plat. Staff has provided the required notice of the proposed amendment and easement changes.

Analysis and Proposed Changes

1. No new lots are created with this amendment; instead, 2 lots are combined into 1 lot.
2. The combined lot meets the minimum requirements for the R-1-10 zone at .87 acres.
3. A public utility/drainage easement along the rear of the new lot will be created.
4. New public utility easements will be dedicated along the full length of each side property line of the new lot.

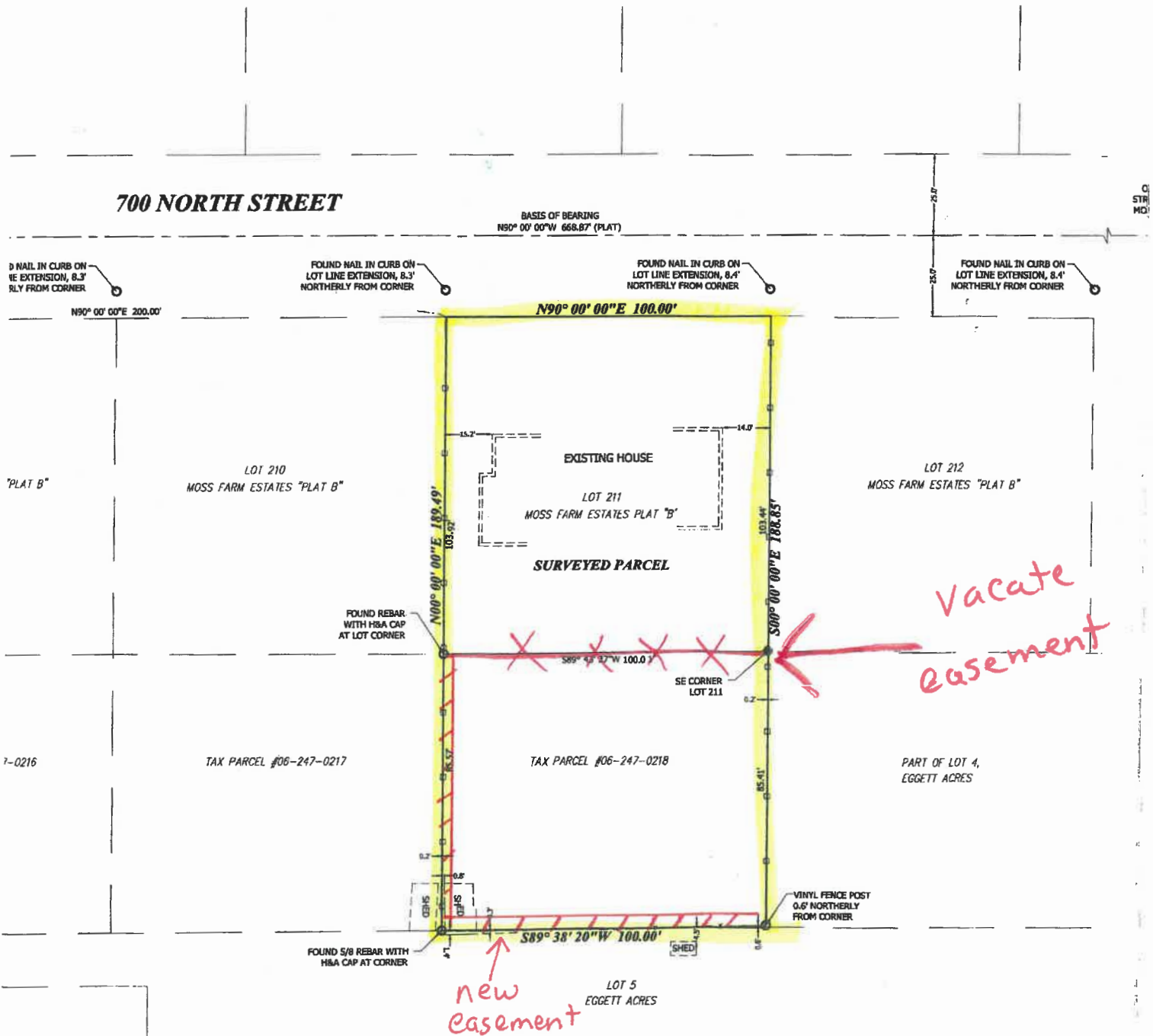
Recommendation

Staff is recommending approval of Moss Farm Estates Plat "F" subject to the following:

- Review and approval by city attorney of current title report; and
- Review and approval of final plat by city attorney, city engineer, and county recorder; and
- Payment of county recording fees.

LINDSEY - 679 W 700 North

Combine 2 adjacent lots, vacate center (east/west easement), create new easement along new rear property line



WEST BOUNTIFUL CITY

ORDINANCE #456-22

AN ORDINANCE AUTHORIZING THE CITY MAYOR TO EXECUTE A RELEASE OF THE EAST/WEST EASEMENT THROUGH THE CENTER OF THE PROPERTY AT 679 W 700 NORTH (06-247-0218)

WHEREAS, West Bountiful City has been petitioned by the owners of the above-mentioned property to consolidate two properties which are designated as Lot 211 and 218 of Moss Farm Estates Subdivision and to vacate the public utility and drainage easement that runs east and west through the center of their property; and

WHEREAS, proper Notice was sent to affected entities, and posted on the property and on state and city websites on July 7, 2022; and

WHEREAS, releases have been received from all major public utility agencies; and

WHEREAS, a public hearing was held by the city council on July 19, 2022 to receive public comment concerning the requested release of easements.

NOW THEREFORE, BE IT ORDAINED by the City Council of West Bountiful that the City Mayor is authorized to execute the RELEASE OF EASEMENT for the property located at 679 W 700 North, West Bountiful, Utah.

This ordinance shall become effective upon signing and posting.

ADOPTED July 19, 2022.

By:

Kenneth Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

MEMORANDUM



TO: Mayor and City Council
DATE: July 15, 2022
FROM: Staff
RE: Onion Patch Securities/Manheim Remarketing Inc. Land Use Requests

This memo introduces a rezone to the newly created Outdoor Vehicle Storage Overlay and approval of a development agreement for 6.7 acres of vacant land directly north of the Manheim property.

Background

Onion Patch Securities, LLC and Manheim Remarketing, Inc. have petitioned the city to allow Onion Patch to lease 6.7 acres of vacant land to Manheim Remarketing for outdoor vehicle storage for ten years. Manheim will exchange the lease for 3.32 acres of residential property fronting 1450 West to Onion Patch Securities. Manheim needs additional land to park overflow vehicles and this temporary arrangement will allow them to meet their needs for outside vehicle storage and allow Onion Patch to fill in the gap on 1450 West with residential lots as part of the Highgate Estates development.

Proposal

To accomplish this proposal, several steps are necessary. On April 27, 2022, Onion Patch and Manheim submitted the following requests. Action taken by the city is highlighted.

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.
On June 7, 2022, the city council adopted Ordinance 453-22 creating WBMC 17.46 Outdoor Vehicle Storage Overlay
 - b. Amend the Outdoor Storage code to be consistent with the new OVSO zone.
On June 7, 2022, the city council adopted Ordinance 454-22 amending WBMC 17.92 Outdoor Storage and Outdoor Merchandising to be consistent with OVSO.
2. Application for Conditional Use for Outdoor Vehicle Storage in the OVSO.
The planning commission approved a conditional use permit on June 21, 2022, with conditions (see attached).
3. Application for Rezone to apply the new OVSO zone to the specific leased property.
Ordinance 457-22 is presented for consideration to rezone the specific 6.7 acres to OVSO.
4. Draft Development Agreement to cover details of the lease of vacant ground to Manheim.
Resolution 523-22 is presented for consideration to approve the Development Agreement between West Bountiful City, Onion Patch Securities, and Manheim Remarketing.



CONDITIONAL USE PERMIT

West Bountiful City

550 N 800 West
West Bountiful, UT 84087
Phone: (801) 292-4486
www.wbcity.org

CUP #: 22-05

Planning Commission Approval Date: 06/14/2022

PROPERTY LOCATION: West of 1450 West and South of Wellington Ave. (See attached legal description.)

PARCEL NUMBER: 06-033-0069

ZONE: B-U/OVSO

Applicant Name: Onion Patch Securities, LLC

Applicant Address: 1343 Granada Circle, Bountiful, UT 84010

Primary phone: 801-548-2817

E-mail address: toddwiley15@gmail.com

This Permit is granted for Outdoor Vehicle Storage subject to the following conditions:

1. A perimeter fence will be installed around the leased property. The fence will be a minimum of 8 feet in height and be a maximum of 20% open.
2. Dust will be controlled to an acceptable level.
3. Weeds within and around the fenced area will be maintained.
4. Operating hours will match those of the existing operation.
5. Any lighting on the property will be directed downward onto the site.
6. No vehicle access will be permitted to the property except from Manheim's property to the south.
7. Proper approval of zone change, and development agreement by city council.
8. Conditional Use Permit shall continue in full force and effect for the lesser of a) the duration of the ground lease, or b) ten years after the effective date of the Development Agreement and Conditional Use Permit, whichever comes first.

June 17th

Date

Alan Malan
Alan Malan, Chairman-Planning Commission

I have previously applied for a Conditional Use Permit from West Bountiful City pursuant to Title 17, West Bountiful Municipal Code. I understand that approval of this Permit is subject to the conditions listed above and I agree to comply with said conditions

July 15th

Date

Todd Wiley
Onion Patch Securities, LLC

FOR OFFICIAL USE ONLY

Application Date: 4/27/2022

Application Fee Received: 4/27/2022

WEST BOUNTIFUL CITY

ORDINANCE #457-22

AN ORDINANCE REZONING CERTAIN PROPERTY TO 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 land use ordinances.

WHEREAS, a need has been shown for temporary outdoor vehicle storage use within a specified area in the Blended Use (B-U) zone.

WHEREAS, the City has adopted Chapter 17.46 of the West Bountiful Municipal Code, Outdoor Vehicle Storage Overlay (OVSO), which allows outdoor vehicle storage under certain circumstances.

WHEREAS, Onion Patch Securities, LLC, has requested that a specific portion of its property in Parcel 06-033-0069, as described in the attached EXHIBIT A, be rezoned OVSO under Chapter 17.46 of the West Bountiful Municipal Code.

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

WHEREAS, the Planning Commission recommends the property described in EXHIBIT A be rezoned OVSO.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY THAT THE PROPERTY DESCRIBED IN EXHIBIT A BE AND HEREBY IS REZONED TO OUTDOOR VEHICLE STORAGE OVERLAY UNDER CHAPTER 17.46 OF THE WEST BOUNTIFUL MUNICIPAL CODE.

This ordinance will become effective upon signing and posting.

Adopted this 19th day of July 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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED TO OVSO

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.

WEST BOUNTIFUL CITY

RESOLUTION #523-22

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT AMONG WEST BOUNTIFUL CITY, ONION PATCH SECURITIES, LLC, AND MANHEIM REMARKETING, INC.

RECITALS

WHEREAS, West Bountiful City (the “**City**”), Onion Patch Securities, LLC, a Utah limited liability company (“**Developer**”), and Manheim Remarketing, Inc., a Delaware corporation (“**Ground Lessee**”), desire to enter into a development agreement pursuant to the powers granted by *Utah Code Ann.* § 10-9a-102(2), as amended.

WHEREAS, Developer owns certain undeveloped real property in the City, located at approximately 1450 W and Wellington Avenue (the “**Property**”), which it desires to 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**”).

WHEREAS, on July 14, 2022, the Planning Commission approved Conditional Use Permit 22-05 for Outdoor Storage consistent with the site plan for the Property, subject to City Council approval rezoning the Property to Outdoor Vehicle Storage Overlay and a development agreement.

WHEREAS, on July 19, 2022, the City Council approved rezoning the Property to Outdoor Vehicle Storage Overlay pursuant to Ordinance 457-22.

WHEREAS, the Council finds that the development agreement in the form attached as **Exhibit A** (the “**Agreement**”) will advance the health, safety, and welfare of the community and the policies, goals, and objectives of the City governing development in the area.

WHEREAS, Developer and Ground Lessee agree to the terms of the Agreement and acknowledge their respective obligation to develop and use the Property pursuant to the Agreement, as such obligations are more fully articulated in the Ground Lease.

NOW THEREFORE, BE IT RESOLVED that the City Council of West Bountiful approves the Agreement and authorizes the Mayor to execute the Agreement on behalf of the City.

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

[Signatures on following page.]

Passed and approved by the City Council of West Bountiful City this 19th day of July 2022.

Kenneth 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

EXHIBIT A (Resolution 523-22)

Development Agreement

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.

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 457-22 approving the rezone to Outdoor Vehicle Storage Overlay
Exhibit B	Site Plan
Exhibit C	Conditional Use Permit 22-05 for Outdoor Storage
Exhibit D	Resolution 523-22 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 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.

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: Kris Nilsen
 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.

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.

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

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

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 #457-22

**AN ORDINANCE REZONING CERTAIN PROPERTY TO 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 land use ordinances.

WHEREAS, a need has been shown for temporary outdoor vehicle storage use within a specified area in the Blended Use (B-U) zone.

WHEREAS, the City has adopted Chapter 17.46 of the West Bountiful Municipal Code, Outdoor Vehicle Storage Overlay (OVSO), which allows outdoor vehicle storage under certain circumstances.

WHEREAS, Onion Patch Securities, LLC, has requested that a specific portion of its property in Parcel 06-033-0069, as described in the attached EXHIBIT A, be rezoned OVSO under Chapter 17.46 of the West Bountiful Municipal Code.

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

WHEREAS, the Planning Commission recommends the property described in EXHIBIT A be rezoned OVSO.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY THAT THE PROPERTY DESCRIBED IN EXHIBIT A BE AND HEREBY IS REZONED TO OUTDOOR VEHICLE STORAGE OVERLAY UNDER CHAPTER 17.46 OF THE WEST BOUNTIFUL MUNICIPAL CODE.

This ordinance will become effective upon signing and posting.

Adopted this 19th day of July 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:

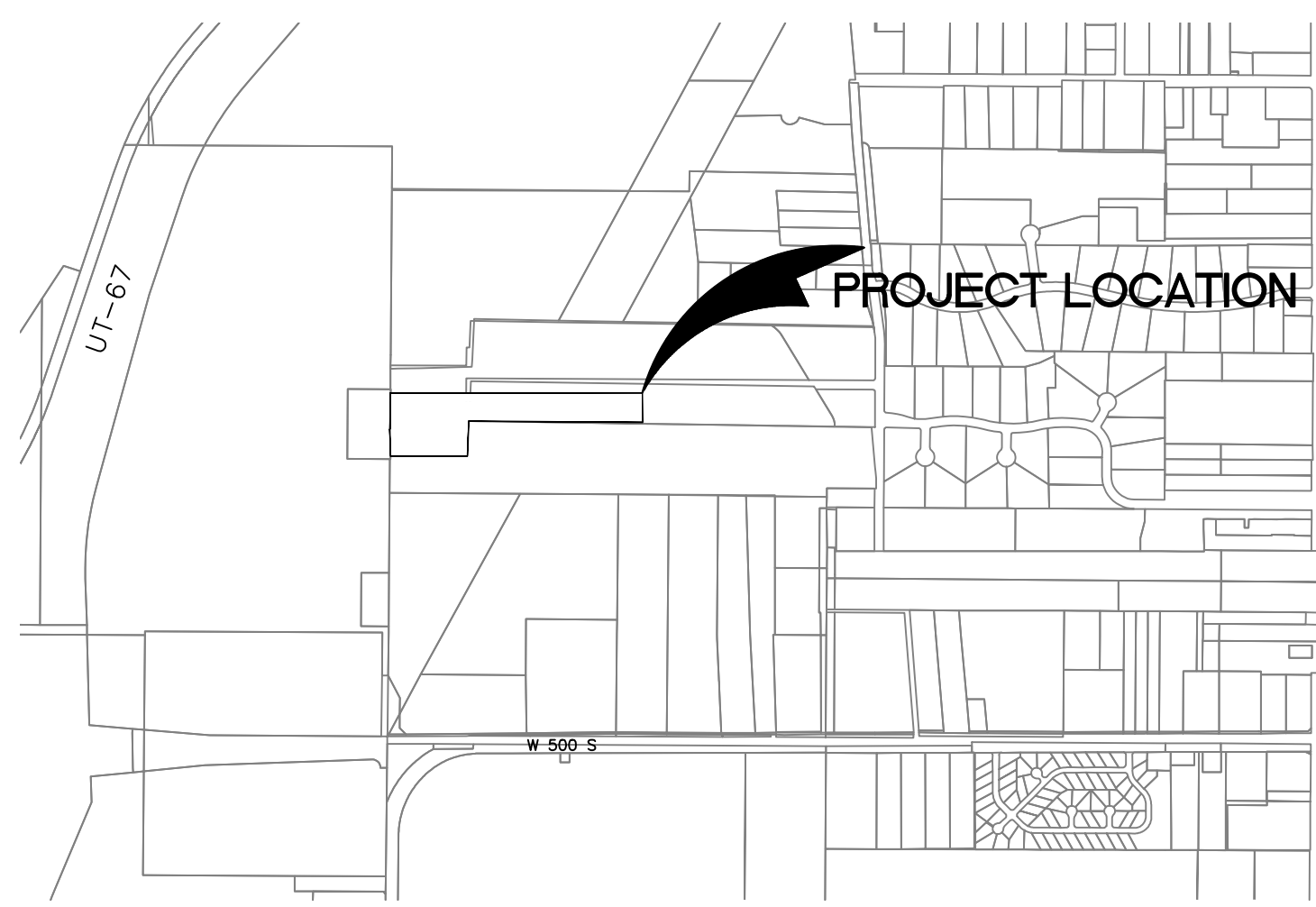
Cathy Brightwell, City Recorder

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED TO OVSO

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.

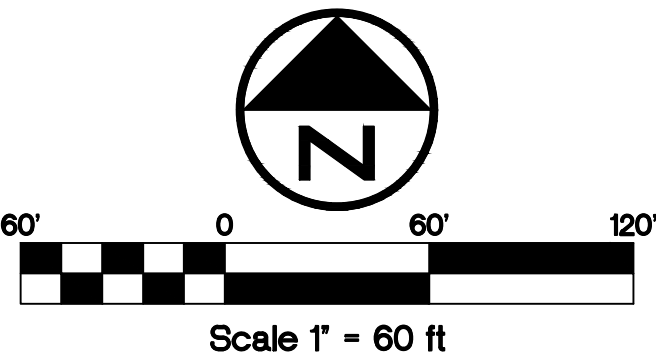


SITE PLAN

ONION PATCH-MANHEIM PARCEL EXCHANGE

6.73 ACRE PARCEL

EXHIBIT B (Development Agreement)

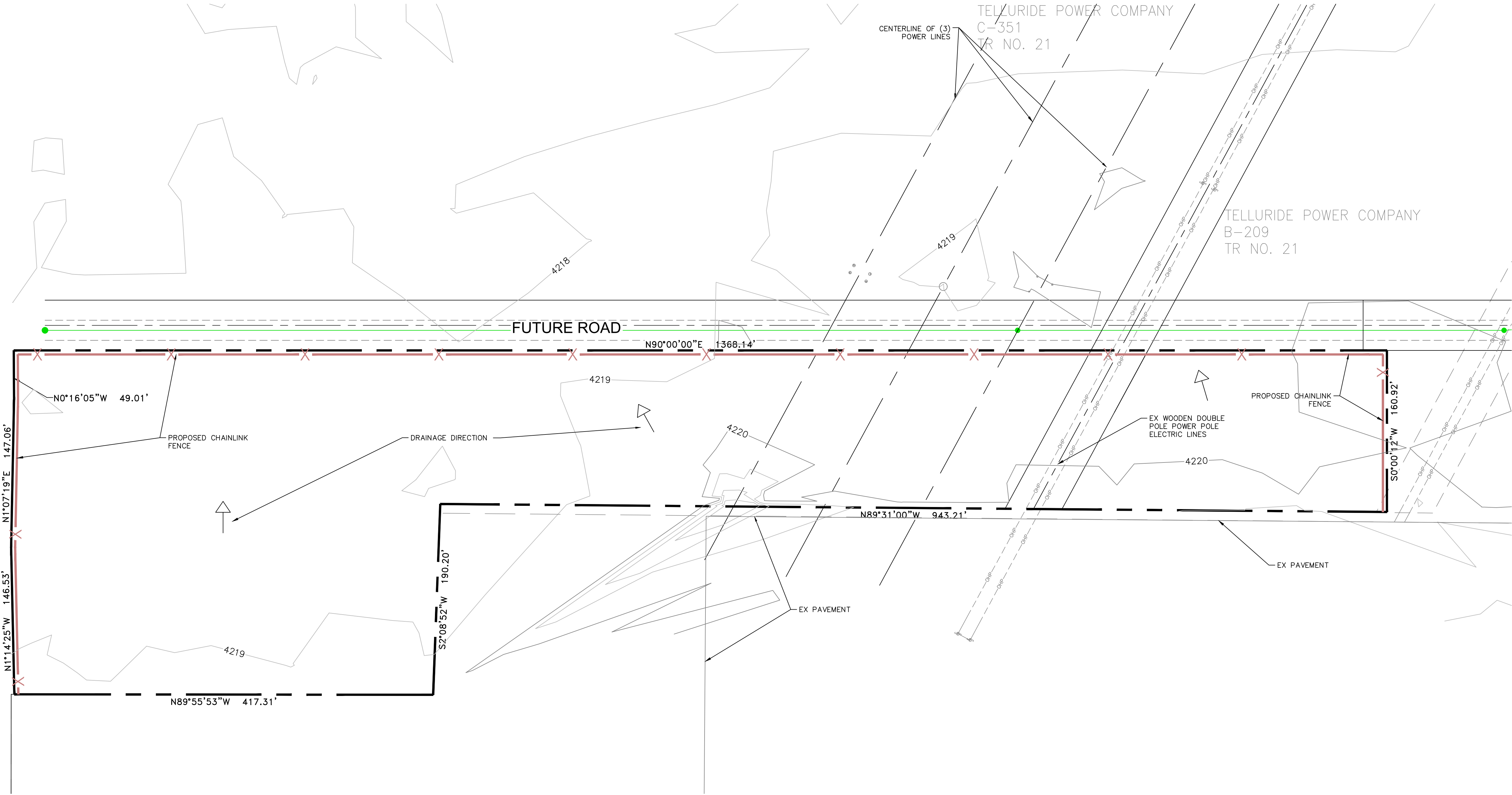


WILDING

ENGINEERING

14721 SOUTH HERITAGE DREIST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

- DRAWING NOTES:
1. VEGETATION TO BE REMOVED, INCLUDING RUSSIAN OLIVE TREES.
 2. ENTIRE AREA TO HAVE A GRAVEL SURFACE, 4 INCHES OF WELL GRADED CRUSHED GRAVEL, 1" MINUS. A SWPPP IS NOT NEEDED.
 3. ARROWS SHOW DRAINAGE DIRECTION.
 4. SITE IS ACCESSIBLE ALONG ENTIRE SOUTH BOUNDARY.
 5. SITE IS TO BE USED FOR PARKING CARS. NO STRUCTURES ARE TO BE BUILT ON SITE.
 6. THERE WILL BE NO UTILITIES TO THE SITE.
-NO FIRE PROTECTION IS PLANNED FOR THE SITE.
-NO LANDSCAPING IS PLANNED FOR THE SITE.
-NO DUMPSTERS OR SIGNING IS PLANNED FOR THE SITE.
-NO LIGHTS ARE PLANNED FOR THE SITE.
 7. A 7 FOOT TALL CHAIN-LINK FENCE WITH BARBED WIRE AT THE TOP WILL BE CONSTRUCTED ALONG THE EAST, NORTH, AND WEST BOUNDARIES.
 8. SITE IS CURRENTLY ZONED BU (BLENDED USE) AND WILL BE REZONED TO OVSO (OUTDOOR VEHICLE STORAGE).



NAME AND ADDRESS OF OWNER

ONION PATCH
1403 S. 600 W. SUITE I, WOODS CROSS, UT 84010

NAME AND ADDRESS OF OPERATOR

MANHEIM
1650 W. 500 S. WOODS CROSS, UTAH 84010

BOUNDARY DESCRIPTION

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°31'00" 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 293,344 SQUARE FEET OR 6.73 ACRES, MORE OR LESS.

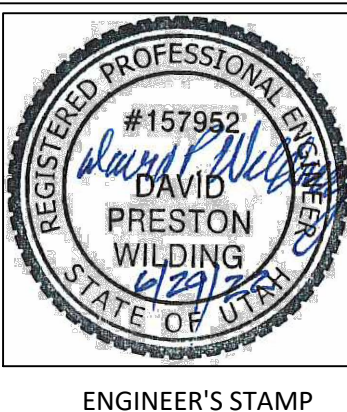
PROJECT INFORMATION

SITE PLAN

ONION PATCH-MANHEIM PARCEL EXCHANGE 6.73 ACRE PARCEL

WEST BOUNTIFUL CITY, UTAH

DRAWN	CHECKED	PROJECT #
KCW	DPW	22256



DATE
6/29/2022
SCALE
1" = 60'
SHEET
1 OF 1



CONDITIONAL USE PERMIT

West Bountiful City

550 N 800 West
West Bountiful, UT 84087
Phone: (801) 292-4486
www.wbcity.org

CUP #: 22-05

Planning Commission Approval Date: 06/14/2022

PROPERTY LOCATION: West of 1450 West and South of Wellington Ave. (See attached legal description.)

PARCEL NUMBER: 06-033-0069

ZONE: B-U/OVSO

Applicant Name: Onion Patch Securities, LLC

Applicant Address: 1343 Granada Circle, Bountiful, UT 84010

Primary phone: 801-548-2817

E-mail address: toddwiley15@gmail.com

This Permit is granted for Outdoor Vehicle Storage subject to the following conditions:

1. A perimeter fence will be installed around the leased property. The fence will be a minimum of 8 feet in height and be a maximum of 20% open.
2. Dust will be controlled to an acceptable level.
3. Weeds within and around the fenced area will be maintained.
4. Operating hours will match those of the existing operation.
5. Any lighting on the property will be directed downward onto the site.
6. No vehicle access will be permitted to the property except from Manheim's property to the south.
7. Proper approval of zone change, and development agreement by city council.
8. Conditional Use Permit shall continue in full force and effect for the lesser of a) the duration of the ground lease, or b) ten years after the effective date of the Development Agreement and Conditional Use Permit, whichever comes first.

June 17th

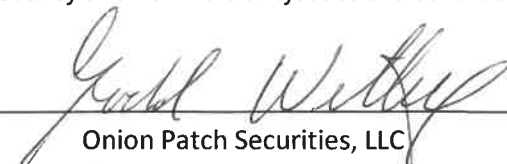
Date


Alan Malan, Chairman-Planning Commission

I have previously applied for a Conditional Use Permit from West Bountiful City pursuant to Title 17, West Bountiful Municipal Code. I understand that approval of this Permit is subject to the conditions listed above and I agree to comply with said conditions

July 15th

Date


Onion Patch Securities, LLC

FOR OFFICIAL USE ONLY

Application Date: 4/27/2022

Application Fee Received: 4/27/2022

WEST BOUNTIFUL CITY

RESOLUTION #523-22

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT AMONG WEST BOUNTIFUL CITY, ONION PATCH SECURITIES, LLC, AND MANHEIM REMARKETING, INC.

RECITALS

WHEREAS, West Bountiful City (the “**City**”), Onion Patch Securities, LLC, a Utah limited liability company (“**Developer**”), and Manheim Remarketing, Inc., a Delaware corporation (“**Ground Lessee**”), desire to enter into a development agreement pursuant to the powers granted by *Utah Code Ann.* § 10-9a-102(2), as amended.

WHEREAS, Developer owns certain undeveloped real property in the City, located at approximately 1450 W and Wellington Avenue (the “**Property**”), which it desires to 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**”).

WHEREAS, on July 14, 2022, the Planning Commission approved Conditional Use Permit 22-05 for Outdoor Storage consistent with the site plan for the Property, subject to City Council approval rezoning the Property to Outdoor Vehicle Storage Overlay and a development agreement.

WHEREAS, on July 19, 2022, the City Council approved rezoning the Property to Outdoor Vehicle Storage Overlay pursuant to Ordinance 457-22.

WHEREAS, the Council finds that the development agreement in the form attached as **Exhibit A** (the “**Agreement**”) will advance the health, safety, and welfare of the community and the policies, goals, and objectives of the City governing development in the area.

WHEREAS, Developer and Ground Lessee agree to the terms of the Agreement and acknowledge their respective obligation to develop and use the Property pursuant to the Agreement, as such obligations are more fully articulated in the Ground Lease.

NOW THEREFORE, BE IT RESOLVED that the City Council of West Bountiful approves the Agreement and authorizes the Mayor to execute the Agreement on behalf of the City.

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

[Signatures on following page.]

Passed and approved by the City Council of West Bountiful City this 19th day of July 2022.

Kenneth 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: 7-15-22

FROM: Duane Huffman

RE: **Onion Parkway Trail (DSB Canal) Grant Agreement with Davis County**

This memo recommends the approval of Ordinance 456-22, an interlocal agreement with Davis County granting the city \$37,097.85 towards the completion of the Onion Parkway Trail (along the county owned DSB Canal) to 600 W.

Background

For several years the city has worked towards the completion of the trail that currently terminates at approximately 680 W, including the purchase of property. The project is included in the current 600 W water line/road project.

The city applied to Davis County for Prop 1 transportation funding. The county reviewed the project, including engineering and expenses already made by the city for the purchase of land, and awarded 50% of the total costs - \$37,097.85.

The agreement associated with the grant includes basic terms, such as the city operating and maintaining the trail.

WEST BOUNTIFUL CITY

RESOLUTION NO. 524-22

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION TRANSPORTATION REIMBURSEMENT AGREEMENT WITH DAVIS COUNTY FOR THE WEST BOUNTIFUL DSB CANAL TRAIL COMPLETION PROJECT

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

WHEREAS, Davis County (the “County”) allows the cities located within Davis County, the Utah Department of Transportation, and the Utah Transit Authority to submit applications on a rolling basis for a limited portion of the County’s 2022 Fourth Quarter Proposition One transportation sales tax revenue to be used for qualifying transportation projects; and

WHEREAS, West Bountiful (the “City”) submitted a Davis County Prop One Funding Application to the County for the West Bountiful – DSB Canal Trail Completion, attached as Exhibit A; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as set forth in the attached Agreement; and

WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of West Bountiful that the Mayor is authorized to execute the attached interlocal agreement.

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

ADOPTED by the City Council of West Bountiful City, Utah, this 19th day of July 2022.

Kenneth 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, Recorder

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, the County allows the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications on a rolling basis for a limited portion of the County’s 2022 Fourth Quarter Proposition One transportation sales tax revenue to be used for qualifying transportation projects; and

C. WHEREAS, the City, on or about April 28, 2022, submitted a *Davis County Prop One Funding Application* (the “Application”) to the County for the West Bountiful – DSB Canal Trail Completion (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

D. WHEREAS, on May 24, 2022, the County Transportation Planner sent a *Grant Application Approval Request* (the “Request”) to the Davis County Commission requesting approval, a copy of the Request is attached as Exhibit B to this Agreement, incorporated into this Agreement by this reference, and made part of this Agreement, and such request was approved by the County Commission on May 24, 2022; and

E. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

F. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.
 - a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and
 - b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and
 - c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project; and

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 50% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$37,097.85, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> West Bountiful City Attention: City Administrator 550 N 800 W West Bountiful, UT 84087	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, 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 this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. 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 Annotated*, 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. No separate legal entity is created by this Agreement.

11. Approval. 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 Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. 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 insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. 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. County 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. 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. Waivers or Modification. 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. Binding Effect; Entire Agreement; Amendment. 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 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. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. 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.

18. Choice of Law; Jurisdiction; Venue. 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. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. 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.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. 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.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

WEST BOUNTIFUL CITY

Mayor Kenneth Romney

Dated: _____

ATTEST:

West Bountiful City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Bountiful City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division

Dated: _____

EXHIBIT A

Davis County Prop One Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:

Date:

APPLICATION INFORMATION

Project Sponsor: West Bountiful City

Contact Person: Duane Huffman

Title: City Administrator

Address: 550 N 800 W, West Bountiful

ZIP: 84087

Phone: 801-292-4486

Mobile: 435-899-9441

Email: dhuffman@wbcity.org

PROJECT INFORMATION

Project Title: DSB Canal Trail Completion

Project Location: DSB Canal - From aprox 685 W to 600 W

Facility Length: 457

Brief Project

Description:

The DSB Canal trail in West Bountiful runs from the Legacy Parkway Trail east until it terminates in a residential cul-de-sac. This project would extend it to 600 W, which is a primary corridor in West Bountiful. This will make it much easier for residents, commuters, and visitors to connect to the regional trail system and nearby park. This would continue the partnership between Davis County and West Bountiful City. This will also provide Davis County better access to the canal.

Have an y public information or community meetings been held?

Yes

Yes / No

Describe public and private support for the project.

(Examples: petitions, written endorsements, resolutions, etc.):

The homeowner sold that last needed portion of land to the city for the connection. No opposition in city council meetings discussing this trail extension.

Project Description

Project Name: DSB Canal Trail Completion

(A location map with aerial view must be attached)

Project Termini- Begin: 40°54'39.7"N 111°53'51.8"W

End: 40°54'39.7"N 111°53'45.8"W

Functional Classification

Trail

Other

State / Local Roadway or Other

Average Daily Users

NA

Existing

NA

2040 Forecast

Scope of Work (Attach conceptual plans if available):

[Projected 2040 Average Weekday Traffic Link](#)

Plan and estimate attached. Place 3" asphalt and chain link fence along open canal (approx. 367') (Davis County property). Place 6" concrete for last 90' across former backyard (West Bountiful City Property).

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

Extension of easement along Davis County DSB Canal needed

Describe any project work phases that are currently underway or have been completed.

Two previous sections of the trail are complete (Legacy Parkway to 800 W, 800 W to 680 W). West Bountiful City recently purchased land to connect Davis County property to 600 W. West Bountiful City has also provided engineering and design of project.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The project requires an extension of an easement from Davis County along the DSB Canal (approx 367'). West Bountiful purchased and was deeded the last 90' needed to connect to 600 W (now parcel 060160116).

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/ NA

The project requires an extension of an easement from Davis County along the DSB Canal (approx 367'). Davis County will retain ownership of property.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

25 to 50 %

Project Details

Does the project accommodate Transit
(Turning Radii, Bus Stop, etc.)

Yes

This trail completion would be an good spot for a future bus stop.

(Provide details of the transit accommodations.):

Does the project accommodate Pedestrian Traffic
(Cross Walks, Side Walks, Lighting, etc.)

Yes

Trail ideal for pedestrian traffic

(Provide details of the pedestrian accommodations.):

Does the project accommodate Bike Traffic
(with Signing, Striping, or Separate lane)

Yes

Trail ideal for bike traffic, especially connecting to regional trail system.

(Provide details of the bike traffic accommodations.):

Does the project help implement one of the Corridors,
Communities or Centers identified in the WC2040
Vision?

NA

This would improve what is currently shown as the Base Bike Network.

(Provide details as to what is being implemented.):

[Click Here to Access the WC 2040 Vision Brochure](#)

Project Provides
Access to:
(Select All that Apply)

Elementary Schools

Transit Stations

Work

Yes

Trails/ Parks

Yes

High Schools

Shopping

Junior High Schools

Community Centers

Other: __

List other Destinations here

To what extent does the
project fill a gap or
complete a connection?

Completes the DSB Canal Trail to 600 W (it currently terminates in a residential cul-de-sac).

Project Proximity to
(Existing Distance in Miles):
Enter All that Apply

Elementary Schools

1.500

Transit Stations

2.800

Work

Trails/ Parks

0.000

High Schools

Shopping

Junior High Schools

1.900

Community Centers

Other: __

List other Destinations here

How does the project
improve access to an
employment center?

Connects to regional trail system (Legacy Parkway, DNRG Trail)

Desired Upgrades to Traffic
Control Devices
Enter All that Apply

School Signs

Bike Lane Markings

Pedestrian Signals

Traffic Signals

Wayfinding Signs

Other: __

List other Traffic Devices here

Discuss what safety
improvements are
included in this project.

Fencing to provide safety from DSB Canal.

Estimated delay reduction
(Provide documentation)

[Click Here to Access the WFRG RTP
Interactive Map](#)

Project is a RTP highway or transit
project, or is on the Regional
Priority Bicycle Network

How many access management
improvements are included?
(Provide documentation)

Estimated reduction in
vehicle miles traveled.
(Provide documentation)

Total number of
crashes on this facility
or parallel roadway
during the previous
three years

How many signal phasing, timing,
and other improvements are
included
(Provide documentation)

Number of Intelligent
Transportation System (ITS)
elements included
(Provide documentation)

Percent of
Freight Traffic

[Annual Average Daily
Traffic & Truck Traffic
Map/Information](#)

Number of Intersection
Improvements?
(Provide documentation)

Other Project Benefits
not yet listed?

Project Implementation Information

Project phases included in funding request:

☐	Planning Activities
☐	Project Development & Environment Study
☐	Preliminary Engineering/ Final Design Plans
☒	Construction
☐	Construction Engineering & Inspection

Project Cost and Contributions:

\$ 96,179.00	Total Estimated Project Cost
\$ 66,100.00	Davis County Prop One Funding Request
\$ 30,079.00	Local Funds
\$ 14,000.00	In-Kind Donations (Dollar Value)
\$ -	Other Funding Contributions

Eligible
Match

**** NOTE **** A minimum of 30% match is required

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed. (A detailed project cost estimate must be attached to this application.)

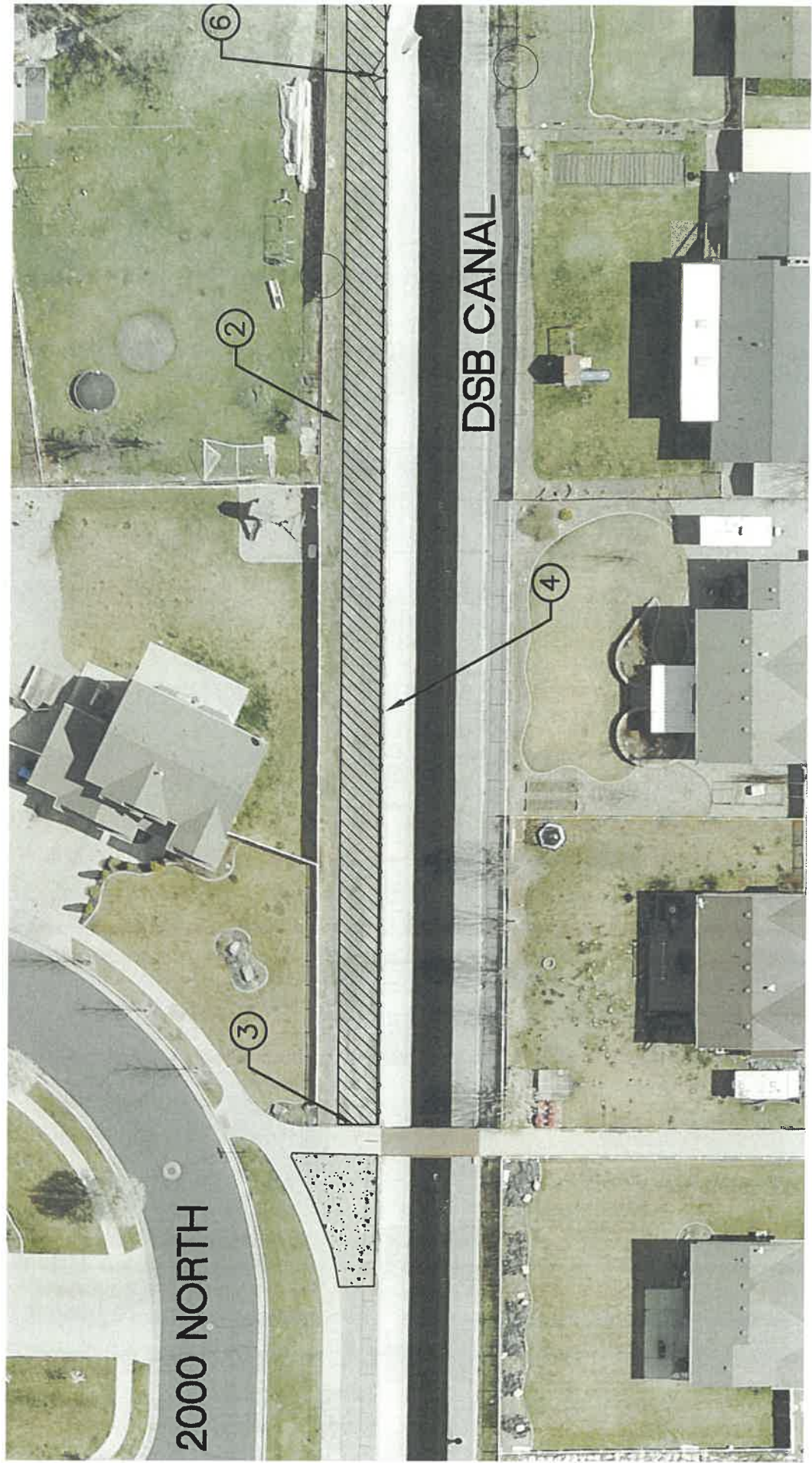
<u>Planning Activities</u>	\$ -	(enter estimate)
<u>Project Development & Environment Study</u>	\$ -	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$ 14,000.00	(enter estimate)
<u>Right of Way</u>	\$ 10,079.00	(enter estimate)
<u>Construction</u>	\$ 54,555.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$ -	(enter estimate)
<u>Mobilization</u>	\$ 5,000.00	(enter estimate)
<u>Subtotal</u>	\$ 83,634.00	
<u>Contingency (15 % of Subtotal)</u>	\$ 12,545.10	
<u>Utilities</u>	\$ -	(enter estimate)
<u>Miscellaneous</u>	\$ -	(enter estimate)
<u>Total Construction Cost</u>	\$ 96,179.10	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$ 12,503.28	(enter estimate)
<u>Other (Describe)</u>	\$ -	(enter estimate)
<u>Total Project Cost</u>	\$ 108,682.38	

Project Notes

PART 3 PRICE SCHEDULES

3.1 BASE BID SCHEDULE "B"

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization	1	Lump Sum	\$ 1,000	\$ 1,000
2	Traffic Control	1	Lump Sum	\$ 1,000	\$ 1,000
3	Excavation , Haul and dispose for Concrete Trail (Existing Grass Area)	122	Square Yard	\$ 15.75	\$ 1,921.50
4	Excavation , Haul and dispose for Asphalt Trail and Concrete Pad (Existing Base Coarse Area)	486	Square Yard	\$ 3.50	\$ 1,701
5	Fine Grade and Compact Existing Base Coarse	486	Square Yard	\$ 1.95	\$ 947.70
6	6" Thick Base Coarse (Import, Place, Grade and Compact).	34	TON	\$ 33.75	\$ 1,147.50
7	6" Concrete Flat Work Trail and Pad	1,470	Square Foot	\$ 6.90	\$ 10,143
8	3" Thick Asphalt Trail	3,840	Square Foot	\$ 1.90	7,296
9	4' High Chain Link Fence	360	Lineal Foot	\$ 42.50	\$ 15,300
10	6' Wide Opening Single swing gate 4' high chain-link	1	EA	\$ 795	\$ 795
11	14' Wide Opening Double Swing 7' Gates 4' high chain-link	1	EA	\$ 1,590	\$ 1,590
12	10' Wide Opening Double Seeing 5' Gates 4' High Chain Link	1	EA	\$ 1,325	\$ 1,325
13	Landscape Repair	200	Square foot	\$ 4.25	\$ 850
14	Removable Bollard	2	Each	\$ 1,700	\$ 3,400
15	Raise Manhole Rim/Lid to Grade	2	Each	\$ 850	\$ 1,700
BASE BID TOTAL				\$ 50,116.70	



KEY NOTES:

1. 6" THICK BY 10' WIDE CONCRETE
2. 10.5' WIDE ASPHALT TRAIL
3. MATCH EXISTING SIDEWALK OR TRAIL ELEVATION

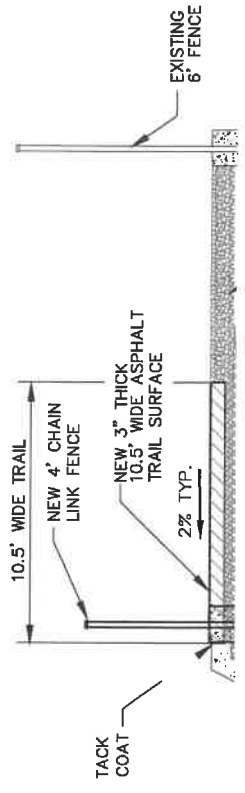


EXHIBIT B



Kent G. Andersen
Director

Community and Economic Development

Davis County Administration Building, 61 South Main Street, P.O. Box 618,
Suite 304, Farmington Utah 84025
Telephone: (801) 451-3279 - Fax: (801) 451-3281

Proposition 1 County Option Sales Tax for Transportation West Bountiful Grant Application Approval Request

May 18, 2022

Bartly Mathews, Transportation Planner

West Bountiful – DSB Canal Trail Completion

Project location: 700 West to 600 West @ 2000 North, West Bountiful, UT
Date of submission: April 28, 2022
Action requested: Grant Application Approval by the County Commission

Summary

The Deuell-Stone-Burton (DSB) Storm Drain Canal Trail in West Bountiful runs from the Legacy Parkway Trail eastward until it terminates at a residential cul-de-sac near 700 West and 2000 North in West Bountiful. This project completes a connectivity gap by extending the trail eastward along the canal from the cul-de-sac terminus near 700 West to the primary corridor of 600 West. Residents, commuters, and visitors will have easier access to the regional trail system and West Bountiful's city park. It also provides the county easier canal maintenance access.

The project is approximately 475-feet long of which nearly 365-feet are in the county owned right-of-way parallel to the canal. The city has purchased the remaining 110-feet of right-of-way to connect the trail to 600 West. The city requests that the county extend its existing trail easement to include the portion of trail within the county owned right-of-way.

The trail is 10'-6" wide and will be paved with 3-inches of asphalt on the county owned segment and 6-inches of concrete on the city owned segment. Chain link fence will be installed at 4-feet tall to protect those who use the trail from the canal. The fence will include a 14'-0" wide gated opening for maintenance vehicles and a 6'-0" wide gated opening for pedestrians.

County staff is of the opinion that this is a good project since it improves mobility by completing the connectivity of an active transportation facility. The city purchased the lacking right-of-way for \$10,079 and completed final plan design and engineering for \$14,000. The city submitted a base bid construction cost estimate of \$50,116.70 making the total project cost, including the city's contributions, \$74,195.70.

Recommendation

Staff recommends the county extend the trail easement and reimburse the city with Proposition 1 funds for 50% of the total project cost in the amount of \$37,097.85.

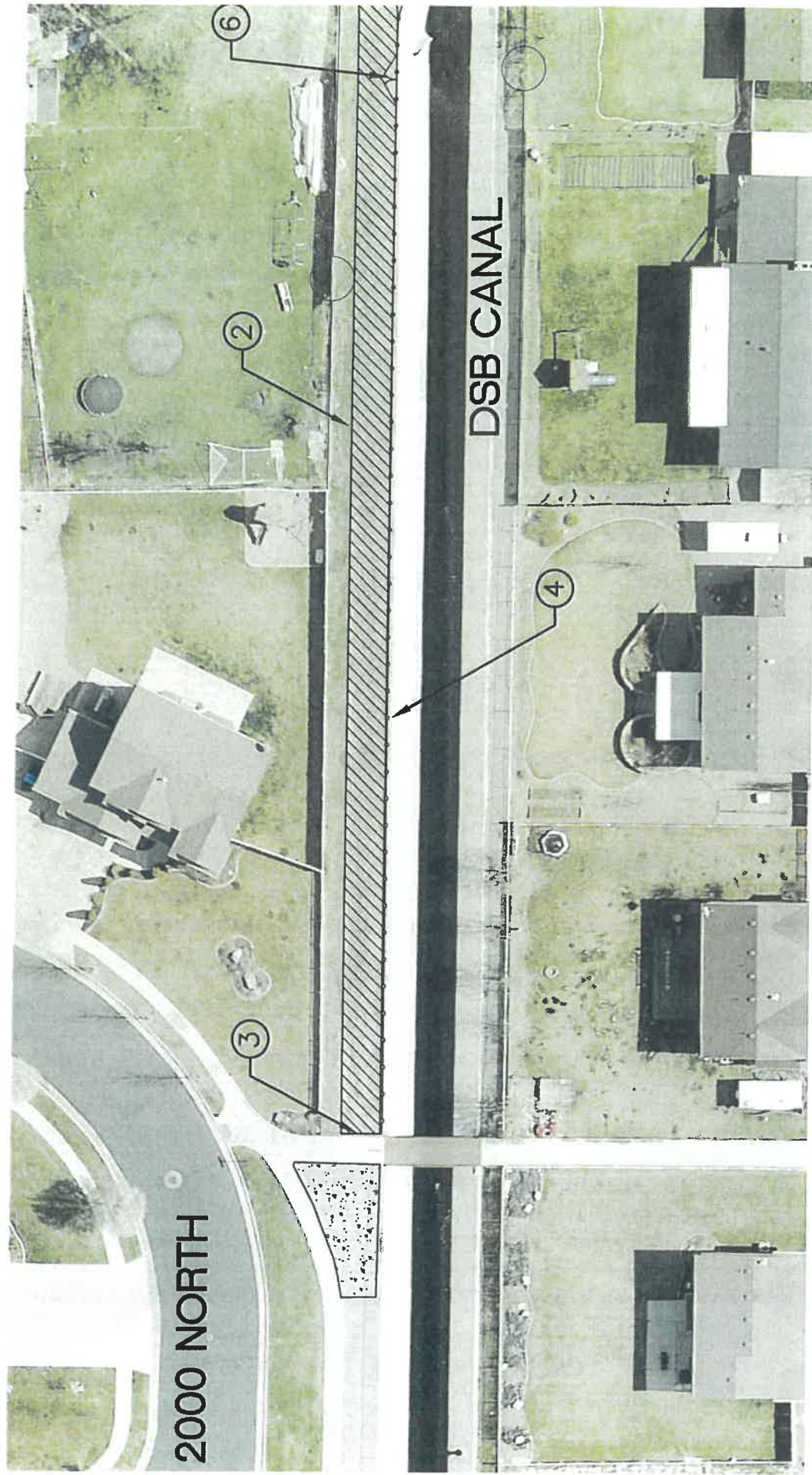
2022 - 231

Connects. You.

PART 3 PRICE SCHEDULES

3.1 BASE BID SCHEDULE "B"

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
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14	Removable Bollard	2	Each	\$ 1,700	\$ 3,400
15	Raise Manhole Rim/Lid to Grade	2	Each	\$ 850	\$ 1,700
BASE BID TOTAL				\$ 50,116.70	



KEY NOTES:

1. 6" THICK BY 10' WIDE CONCRETE
2. 10.5' WIDE ASPHALT TRAIL
3. MATCH EXISTING SIDEWALK OR TRAIL FIFVATION

Signature Page

Contracting Entity: West Bountiful City

Contract No: 2022-231

Contract Nature: Grant Application request to use Proposition 1 Transportation Funds to complete
teh DSB Canal Trail from apprcimately 700 West to 600 West

DAVIS COUNTY

By:  Date: 5-24-22
Randy B. Elliott, Chair
Board of Davis County Commissioners

ATTEST:


Curtis Koch
Davis County Clerk/Auditor



MEMORANDUM

TO: Mayor & Council

DATE: July 15, 2022

FROM: Duane Huffman

RE: **Award of High Density Mineral Bond Project – Holbrook Asphalt**

This memo recommends that the city council award Holbrook Asphalt the 2022 High Density Mineral Bond Project to Holbrook Asphalt for an amount not to exceed \$100,000.

Procurement

West Bountiful Municipal Code 3.20.070(D)(2) explains that expenditures for goods or services which can be purchased only from a single source may be deemed “exempt expenditures” and awarded without the formal bidding process.

City staff recommends the purchase and application of HA-5 High Density Mineral Bond for asphalt preservation. The city has used this product for many years now, and it pleased with its performance. Staff is also pleased with the application performed by Holbrook Asphalt and the accompanying warranty. The attached letter from Integrated Pavement Solutions confirms that Hoolbrook Asphalt is the sole source of a warrantied application of this product.

It is staff’s opinion that the requirements of city code have been satisfied sufficiently to make this award.

Project

The attached map illustrates the streets currently planned for the HA-5 treatment. The attached cost estimate is for a total of 38,673.92 square yards. Roughly \$7,300 of the overall award will be funded by subdivision development. The remaining amount is budgeted to come from Class C road funds.



July 11th, 2022

City of West Bountiful, Utah
Attn: Steve Maughan
550 North 800 West
West Bountiful, UT 84087

Subject: HA5 – Sole Source

Mr. Maughan,

This letter serves as documentation that Holbrook Asphalt is the only approved contractor authorized and qualified by Integrated Pavement Solutions to install HA5 High Density Mineral Bond in the Utah market.

HA5 High Density Mineral Bond is a sole source product and the only product meeting the rigorous specification of a High Density Mineral Bond established by engineering professionals.

Holbrook Asphalt has invested in all the necessary equipment and trained crews to successfully complete High Density Mineral Bond projects.

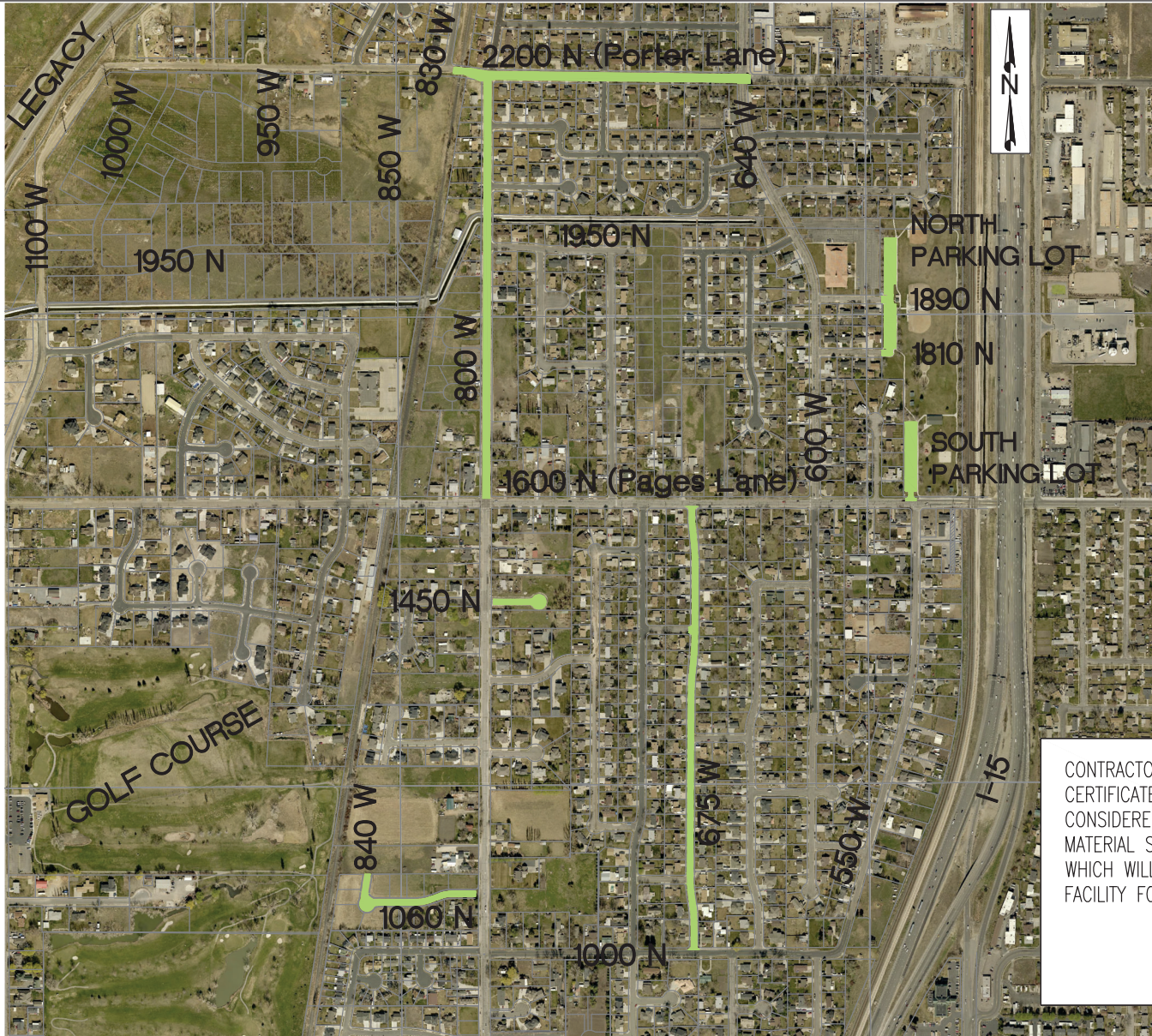
Why Sole Source? A High Density Mineral Bond requires specific emulsification properties processed with distinct components for time-tested performance results. The differentiator is the durability of the product and its effectiveness at reducing the deterioration of the asphalt binder as demonstrated over the previous 20 years in various climate types around the U.S.

If you would like a High Density Mineral Bond specification, or have questions about it, please contact me at (435) 668-0985.

Warm Regards,

A handwritten signature in blue ink, appearing to read "CJ Davis", with a stylized flourish at the end.

CJ Davis
Vice President
Integrated Pavement Solutions (IPS)



KEY NOTES:

1. HIGH DENSITY MINERAL BOND (HDMB) SEAL SHALL BE PER DEPARTMENT OF TRANSPORTATION HIGH DENSITY MINERAL BOND SPECIFICATION.
2. CRACK FILL SHALL BE COMPLETED AS NEEDED PRIOR TO PLACEMENT OF HDMB.
3. CLEAN EXISTING ASPHALT PRIOR TO HDMB SEAL COAT
4. TRIM TREES BELOW 14' HIGH HANGING OVER ROAD AS NEEDED
5. TRAFFIC CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. NOTIFICATION TO AFFECTED PROPERTY OWNERS IS REQUIRED.
7. PAVEMENT STRIPING IS NOT REQUIRED
8. TAPE ENDS OF APPLICATION FOR A STRAIGHT CUTOFF LINE.
9. CLEAN RUNOFF OFF OF CONCRETE SURFACES AND EXCESS AGGREGATE.
10. CONTRACTOR TO COORDINATE WITH OWNER TO AVOID CONFLICT WITH GARBAGE PICK UP (MONDAY OR TUESDAY).
11. WORK IS TO BE COMPLETED BY AUGUST 27, 2022
12. MAYBE
13. MAYBE

HIGH DENSITY MINERAL BOND SEAL
HDMB SEAL —————

CONTRACTOR WILL BE REQUIRED TO SUBMIT A WARRANTY CERTIFICATE PER THE SPECIFICATIONS AS A CONDITION TO BE CONSIDERED FOR AWARD. MATERIAL DATA SHEETS AND MATERIAL SAMPLES MAY BE REQUESTED BY THE OWNER WHICH WILL BE SUBMITTED TO AN INDEPENDENT TESTING FACILITY FOR QUALITY ASSURANCE VERIFICATION.

NO.	DATE	REVISIONS	DRAWN BY:
			KN
			FILE NAME:
			HA-5-202
			DATE:
			7-14-2022

WEST BOUNTIFUL CITY

550 North 800 West
West Bountiful, UT 84087
Office: 801.292.4486 Fax: 801.292.6355
www.westbountiful.utah.gov

ASPHALT HDMB SEAL COAT
WEST BOUNTIFUL CITY, UTAH

EXHIBIT A

PROJECT NO:	22-028
SHEET NO.	C-01
SCALE:	1:300
	1 OF 1

Asphalt Street Surface Maintenance 2022 - Area and Cost Estimate at 0.28 Cents per SF (\$2.62 per SY)

	DESCRIPTION	START	STOP	AREA SY	UNIT COST	UNIT	CITY PERCENT	CITY COST	DEVELOPER COST WARRANTY WORK	PROJECT COST
1	800 West	South side of 2200 N (Porter Lane)	North side of 1600 N (Pages Lane)	10,218.00	\$2.52	SY	100.00%	\$25,749.36		\$25,749.36
2	675 West	North side of 1000 North	South side of Pages Lane interstction	8,528.34	\$2.52	SY	100.00%	\$21,491.42		\$21,491.42
2	840 West	North end of dead end	East side of bubble on 1060 North	979.28	\$2.52	SY	0.00%		\$2,467.78	\$2,467.78
3	1060 North	West side of 800 West	East side of bubble on 1060 North	1,901.47	\$2.52	SY	0.00%		\$4,791.70	\$4,791.70
4	2200 North	East side of 830 West	East side of 640/600 West	8,273.91	\$2.52	SY	100.00%	\$20,850.25		\$20,850.25
5	1450 North Cul-de-sac.	East side of 800 West	East end of Cul-de-sac	1,254.26	\$2.52	SY	100.00%	\$3,160.73		\$3,160.73
6	South Parking Lot at City Park	North end of Parking lot	Intersection at North side of Pages Lane	3,001.74	\$2.52	SY	100.00%	\$7,564.37		\$7,564.37
7	North Parkin Lot at City Park	South side of 1810 North	North end of parking lot	4,516.93	\$2.52	SY	100.00%	\$11,382.66		\$11,382.66
	DESCRIPTION	START	STOP	TOTAL AREA SY	UNIT COST	UNIT	CITY PERCENT	CITY COST	DEVELOPER COST	PROJECT COST
	TOTALS			38,673.92				\$90,198.79	\$7,259.48	\$97,458.27

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, June 21, 2022, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

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

EXCUSED: Council member James Bruhn, City Attorney Steve Doxey

STAFF: Duane Huffman (City Administrator), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), Chief Erikson, and Cathy Brightwell (City Recorder)

PUBLIC: Alan Malan, Gary Jacketta, Eric & Lucile Eastman

Mayor Romney called the regular meeting to order at 7:33 pm. Kelly Enquist offered a thought and Rod Wood led the Pledge of Allegiance.

1. Approve the Agenda.

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

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

Eric Eastman pointed out the artwork of the Vandegrift's on the council chamber walls and commented that it is nice to have good art to enjoy again. Doug and Laurie Vandegrift are accomplished artists and will host the October Arts Council program.

3. Resolution 518-22, A Resolution Appointing New Arts Council Members Ronda & Brad Turnblom, and Reappointing Eric and Lucile Eastman and Dianne Smith.

Mayor Romney thanked the returning members for the great work they have done and looks forward to the contribution from the Turnblom's.

MOTION: *Rod Wood Made a Motion to Adopt Resolution 518-22 As Described. James Ahlstrom Seconded the Motion which PASSED as Reflected Below.*

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

4. Resolution 519-22, A Resolution Adopting the West Bountiful City Budget and Property Tax Rate for Fiscal Year 2022-2023.

Mayor Romney noted that there has been some disagreement from past meetings about the proposed \$15,000 Centerpoint Theater donation from the General Fund. He asked that a straw poll be done to see where everyone stands and give members an opportunity to put their position on the record before considering the budget as a whole. James Ahlstrom disclosed that he is on the Board of Directors for Centerpoint Theater.

Duane Huffman said there are a couple updates he would like to review and suggested they go through all the changes first.

The new certified tax rate has been provided by Davis County. The rate went down significantly based on property value growth. The only new revenue is on new construction and equates to roughly \$40,000.

Mr. Huffman highlighted several items in the budget and budget amendment.

- ARPA (federal stimulus) funds of \$344k for each of fiscal years 2022 and 2023 will be used on the public works facility and are now reflected to show the funding being used in the year it is received.
- There is now a proposed transfer from the General Fund to the Capital Projects fund of up to \$200,000.
- Pay scale increase to 7% for all non-police full-time employees. Police officers received up to 25% earlier this year and will see a 2% pay scale increase with the new budget year.
- Centerpoint donation of \$15,000.
- New play equipment for the south playground at city park is planned for RAP tax; will check to see if it qualifies for Park Impact fees.
- Awaiting quote for lights at city park. Agreed to put in a placeholder of \$50,000.
- Capital Projects: 560 West cul-de-sac, east end of 2200 North, 1810 N/1890 N loop, and increase sidewalk repairs to \$100,000.

Mayor Romney opened the discussion of the Centerpoint Theater donation and asked each member their position. He said that James Bruhn could not make the meeting tonight but is not in favor of the contribution. Kelly Enquist stated he is also not in favor of the donation. Residents voted against dedicating RAP funding to Centerpoint and their votes should be respected. Mark Preece supports the donation. Rod Wood supports it and believes the city is better off making smaller donations than a larger ongoing contribution which was voted down by residents. James Ahlstrom is in favor of the donation and believes it is a benefit to this community.

Mayor Romney thanked them for their opinions and for respecting the opinions of others. He also thanked Duane Huffman for all the work he put into the budget.

MOTION: Rod Wood Made a Motion to Adopt Resolution 519-22 as Described Above. James Ahlstrom Seconded the Motion which PASSED as reflected below.

James Ahlstrom – aye Rod Wood – aye
James Bruhn – excused Mark Preece – aye
Kelly Enquist – nay (due to the Centerpoint donation)

5. Resolution 520-22, A Resolution Enacting the Second Amendment to Fiscal Year 2021-2022 Budget.

Same as above discussion

MOTION: *Mark Preece Made a Motion to Adopt Resolution 520-22 As Described. Rod Wood Seconded the Motion which PASSED as reflected below.*

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

6. Resolution 521-22, A Resolution Updating 2022 Watering Restrictions.

Duane Huffman explained that Weber Basin recently changed their watering restrictions, so staff is proposing that the city update its standards to match. The biggest change is that Weber Basin has doubled the amount of time watering can occur by changing from one day a week to two days a week.

MOTION: *Rod Wood Made a Motion to Adopt Resolution 521-22 As Described. Mark Preece Seconded the Motion which PASSED as reflected below.*

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

7. Ordinance 455-22, An Ordinance Creating a New Water Efficient Landscape Ordinance.

Cathy Brightwell summarized the changes proposed by planning commission from the draft previously presented to and denied by city council for being too narrow and stringent. Neighboring cities have recently had ordinances approved by Weber Basin for the Flip Your Strip rebate program that are more flexible than earlier versions, so a new draft was proposed.

The planning commission's proposal changed the earlier draft to have most standards be discretionary by changing 'shall' to 'should' throughout the document and changing the title to Water Efficient Guidelines instead of Water Efficient Requirements.

While most of the ordinance is discretionary, there are still several requirements included, such as limited watering hours and restrictions on using culinary water for irrigation, so staff and Mr. Doxey recommend changing the title from 'Guidelines' to 'Regulations' or 'Standards' to make it clear that it is not fully optional.

Weber Basin has reviewed the draft and agreed to qualify West Bountiful as a Flip Your Strip city if it made two changes to the proposal, 1) Prohibit turf in park strips for applicable properties, primarily new construction, and 2) turf on non-residential properties must be limited to twenty percent.

MOTION: *James Ahlstrom Made a Motion to Adopt Ordinance 455-22 with the three noted changes.*

- 1. The Chapter Title will be 'Water Efficient Landscape Standards;'*
- 2. 12.28.050.B.2 – Turf area shall not exceed 20% of the total landscaped area on non-residential or mixed-use properties...; and*
- 3. 12.28.050.B.3 – No turf will be planted in parks strips, areas less than 8 ft wide, parking lot landscaping, ...*

Kelly Enquist Seconded the Motion which PASSED as reflected below.

James Ahlstrom – aye

James Bruhn – excused

Kelly Enquist – aye

Mark Preece – aye

Rod Wood - aye

8. Open Meeting Review for Fiscal Year 2022.

Duane Huffman conducted perhaps the best training ever of the Utah Open and Public Meetings Act, UCA 52-4-201-210.

9. Meeting Minutes from June 7 & June 9, 2022.

MOTION: *Mark Preece Made a Motion to Adopt the Meeting Minutes from June 7 & June 9, 2022, as corrected. Rod Wood Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

10. Staff Reports

Police – Chief Erikson

- There have been complaints of off-road vehicles, motorcycles, 4-wheelers, etc., driving around the city by juveniles. The department will educate parents that vehicles and drivers need to be licensed and parents can be held liable.
- Sgt. Smith and K-9 Goose received their K-9 certification this week and had their first apprehension.

Public Works – Steve Maughan

- 600 W construction update – the project is nearing completion on the water phase. All homes are connected to the new line, and we are almost done taking the old line out of service. Concrete crews are expected the end of this week. Preparing the road for the 4th of July parade. The extension of Onion Parkway trail is being paved and fencing is going up.
- 400 N well – the generator is in place. We have been running the well for 4 hours a day but cannot use fluoride until we get the new parts. Stone Creek well is currently running full time.

- Weber Basin had a water leak in 800 W.
- Public Works Facility – contractors are working on footings; poured over 200 yards of concrete and another 75 yards are coming.

Engineering– Kris Nilsen

- Working on a draft Water Conservation Plan that is due mid-July.
- Submitted a grant request for Davis County funding for the 1100 W sidewalk project.
- Planning Commission gave Preliminary Plat approval for Belmont Farms (Ivory) 9-lot subdivision.
- Still awaiting outstanding information for Olsen Farms 8 and Doug’s Corner subdivisions.

Community Development – Cathy Brightwell

- We have a building permit for tenant improvements for a poke bowl restaurant to go in next to Cubby’s. Have been contacted by a contractor about a restaurant going into the old Café Rio space but the lease is not yet signed.

Administration – Duane Huffman

- We typically do not hold a city council meeting the Tuesday after July 4. Both Council members Ahlstrom and Preece said they will not be available on July 5.
- Meeting tomorrow with the I-15 design team for updates on their survey. 400 N and 500 W interchanges will be issues at some point.
- Reminder that when the water rates were extended last year for further review, we extended them through 2024 so nothing is needed this year. The study is underway now with the water engineers.
- Golf Course water plan for the driving range: It is on the dormant schedule which means watering once per week. If we water less than that, it would become very dusty. The natural area on the corner of 1100 W and 1200 N will be mowed monthly to limit fire hazard.
- Terri Hensley (part-time police secretary) is now working more aggressively on weed complaints.

13. Mayor / Council Reports

James Ahlstrom – The new Youth Council held a welcome get together on June 9. They also helped the Rotary Club with the annual car show supporting Coats for Kids. There was a good turn-out all 4 days.

He added that a resident asked him about converting the grass area between 900 W and the Prospector Trail just north of 400 N to a parking lot for people coming to the trail. Currently, they park on 400 N or along 900 W. Staff will look into it.

Kelly Enquist – suggested the city work with local restaurants in promoting West Bountiful as a two-time winner for having the best tasting water in the state. Possibly come up with stickers they could post in their restaurants.

Preece – no report.

Rod Wood – no report.

Mayor Romney – The fogger appears to be helping with mosquitoes at the golf course. They are scheduled to spray at the Park on July 3rd in preparation for the July 4th celebration.

12. Closed Session, if needed

MOTION: *James Ahlstrom Made a Motion to Move into Closed Session for the Purpose of Discussing the Character, Professional Competence, or Physical or Mental Health of an Individual. The Regular Meeting Will Adjourn upon Adjournment of the Closed Session. Mark Preece Seconded the Motion which PASSED as reflected below.*

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

15. Adjourn.

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

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, July 19, 2022.

Cathy Brightwell, City Recorder