

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Mark Preece

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City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
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THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, OCTOBER 1st, AT THE CITY OFFICES

Invocation/Thought – Mark Preece; Pledge of Allegiance – Jenn Nielsen

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Update from South Davis Recreation District – Tiff Miller, Executive Director.
4. Update and Discussion on 660 W Capital Project Design.
5. Interlocal Cooperation Agreement Between South Davis Sewer District and West Bountiful City For Inspection Services.
6. Ratification of Hearing Officer Appointment.
7. Meeting Minutes from September 17, 2024.
8. Staff Reports–Police, Public Works, Engineering, Community Development, Admin.
9. Mayor/Council Reports.
10. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
11. Adjourn.

The above agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCity.org), posted at city hall, and emailed to the Mayor and City Council on September 27th, 2024.



MEMORANDUM

TO: Mayor and City Council

DATE: September 27, 2024

FROM: Staff

RE: **660 W Capital Project Discussion**

This memo is intended to follow-up on the design of the 660 W water line and road project, which is planned to begin in early 2025.

Background

The FY 25 budget includes funding for a major capital improvement project on 660 W from 400 N to 1000 N, including replacing the main water line, rebuilding the road, and the installation of storm water and curb/sidewalk improvements that are not currently on the road.

The scope and potential impacts of these improvements necessitated significant engineering design work to find workable options. Based on options presented in the spring of 2024, the city council directed staff to design the project to include sidewalk on just one side of the road.

Current Design

Based on previous discussions, staff has designed the project with the following goals:

- Improve pedestrian safety;
- Limit impacts to properties;
- Use road funds wisely.

To this end, the latest draft ready for presentation and discussion includes the following:

1. The installation of 6' sidewalk on the west side of the road.
2. No sidewalk on the east side of the road.
3. No park strip on either side of the road.
4. The installation of curb and gutter on both sides of the road.
5. The asphalt width will be uniformly 29' (currently between 24-29')
6. The installation of storm drain pipe beginning at approx. 550 N.
7. Driveway and landscape repairs where necessary.

At the council meeting on Oct 1, staff will review these improvements overlaid onto current satellite images.

Moving Forward

After the council has a chance to review, discuss, and confirm this option, staff will schedule a neighborhood meeting with residents to get additional input on design options. A bid package prepared for the project to begin in early 2025.

MEMORANDUM



TO: Mayor and City Council

DATE: September 27, 2024

FROM: Staff

RE: **Interlocal Agreement – South Davis Sewer District Building Permit Fees**

This memo introduces a proposed interlocal agreement between the South Davis Sewer District and the city for building permit services and fees related to their North Plant Project.

Background

The city's fee schedule uses a commonly accepted practice of basing the building permit fee on values and square footage. These formulas generally do a good job of creating a fee associated with the review and inspection services provided for residential and commercial construction.

However, industrial construction presents challenges because the facilities being reviewed and inspected often are unique. To address these challenges with past industrial projects at the refinery, the city used an agreement that essentially billed the project for the costs associated with the building permit services.

Proposed Interlocal Agreement

For the industrial elements of the North Plant Project building permit, city staff has proposed the attached agreement that will bill the district for the services provided by the city's contracted inspectors plus 20% for the city's internal services.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SOUTH DAVIS SEWER DISTRICT AND WEST BOUNTIFUL CITY
FOR INSPECTION SERVICES**

This Interlocal Cooperation Agreement for Inspection Services is made and entered into by and between SOUTH DAVIS SEWER DISTRICT, a body corporate and politic of the state of Utah (“**SDSD**”), and WEST BOUNTIFUL CITY, a municipal corporation of the state of Utah (the “**City**”).

Recitals

A. SDSD proposes to construct improvements to its facilities located within the City boundaries (collectively, the “**Improvements**”).

B. The City has jurisdiction to issue a building permit or permits for the Improvements, and to conduct inspections to ensure the Improvements are constructed according to plans submitted to the City and applicable laws (collectively, the “**Inspection Services**”).

C. The parties anticipate that construction and inspection of the Improvements will occur over the course of approximately three (3) years.

D. The parties desire to simplify the billing process associated with the Inspection Services.

E. The Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, of the Utah Code, as amended (the “**Act**”), to enter into this Agreement.

NOW, THEREFORE, for valuable consideration, including the mutual terms set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. THE CITY’S OBLIGATIONS. Following the issuance of a building permit or permits, the City will conduct inspections of the Improvements as and when required during the course of construction. The City anticipates that the Inspection Services will be performed by third-party inspectors hired by the City. The City will invoice SDSD for the Inspection Services at the City’s actual cost, plus a twenty percent (**20%**) fee for administrative and engineering costs. The City will submit invoices to SDSD annually, on the anniversary of the Effective Date of this Agreement.

2. SDSD’S OBLIGATIONS. SDSD will cooperate with the City’s inspectors and allow them reasonable access to SDSD’s facilities so that each required inspection may be performed safely and efficiently. SDSD will pay each invoice from the City for Inspection Services within thirty (30) days after receipt.

3. EFFECTIVE DATE. The Effective Date of this Agreement will be the earliest date on which this Agreement satisfies the requirements of the Act (the “**Effective Date**”).

4. TERM OF AGREEMENT. This Agreement will commence on the Effective Date and continue in effect, unless sooner terminated in accordance with this Agreement, until 30 days after the City's final invoice for Inspection Services has been paid. This Agreement may be terminated by the mutual written agreement of the parties or by either party upon written notice after a material breach of this Agreement.

5. INDEMNIFICATION. Each party will indemnify the other party, its elected and appointed officials, agents, representatives, employees, and volunteers for and from any liability, cost, or expense arising from any action, cause of action, claim for relief, demand, damages, expense, cost, fee, or compensation that arises out of the acts or omissions of the indemnifying party or its representatives, agents, contractors, officers, officials, members, employees, or volunteers under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6. GOVERNMENTAL IMMUNITY ACT. SDSD and the City are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7, *et seq.* of the Utah Code (the "**Governmental Immunity Act**"). Consistent with the terms of the Governmental Immunity Act, each party shall be responsible for its own wrongful or negligent acts committed by its agents, officials, representatives, or employees. Neither party waives any defense otherwise available under the Governmental Immunity Act, nor does either party waive any limit of liability provided by the governmental Immunity Act. Each party will notify the other party of the receipt of any notice of claim under the Governmental Immunity Act for which one party may have an obligation to defend, indemnify, and hold harmless the other party within thirty (30) days of receiving the notice of claim. Each party will notify the other party of any summons and/or complaint served upon the party, if the other party may have an obligation to defend, indemnify, and hold harmless the first party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

7. NO SEPARATE LEGAL ENTITY. No separate legal entity is created by this Agreement.

8. ATTORNEY REVIEW. 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 Act. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with the Act.

9. INDEPENDENT PARTIES. Each party acknowledges that its representatives are not in any manner employees of the other party and shall have no right to any benefits or other compensation, including workers compensation, withholding, salary, and insurance, from the other party.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No amendment to this Agreement will be effective unless it is in writing and signed by both parties. No waiver of any provision or obligation under this Agreement will be effective unless it is writing and signed by the party waiving the provision or obligation.

11. 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 its obligations under this Agreement, then performance of such obligations 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.

12. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of both parties.

13. GOVERNING LAW. This Agreement will be interpreted and enforced according to the laws of the State of Utah.

14. SEVERABILITY. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

15. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.

16. 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.

17. TIME OF ESSENCE. Time is of the essence of all provisions of this Agreement.

18. 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 of which taken together will constitute one and the same Agreement. Digital signatures will have the same force and effect as original signatures.

[Signatures on following page.]

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

SOUTH DAVIS SEWER DISTRICT

By: _____

Its: _____

Date: _____

Reviewed and approved as to proper form and
compliance with applicable law:

Attorney for South Davis Sewer District

WEST BOUNTIFUL CITY

Duane Huffman, *City Administrator*

Date: _____

Reviewed and approved as to proper form and
compliance with applicable law:

Stephen B. Doxey
Attorney for West Bountiful City

MEMORANDUM



TO: Mayor and City Council

DATE: September 27, 2024

FROM: Duane Huffman, City Administrator

RE: **Ratification of Hearing Officer Appointment – Reasonable Accommodation Process**

The city has received an application for accommodations from any of the provisions of the zoning ordinance or any of the city's rules, policies, practices, or services in accordance with West Bountiful Municipal Code 17.84.020. Per the process, the city is required to appoint a neutral hearing officer with demonstrated experience as a hearing officer and knowledge of the federal Fair Housing Act, Title II of the American's with Disabilities Act, the Rehabilitation Act, and the Utah Fair Housing Act to review the request for accommodation.

Given the timelines required by the code, the mayor will need to make an appointment prior to the council meeting on Oct 1, and it is anticipated that this appointment will be brought to the city council for ratification.

FY25 - AUGUST FINANCIAL UPDATE

(estimates - for informational purposes only)

		2024-25	2024-25	2024-25
	Current Month	Current YTD	Current Yr Budget	% Budget
	August			
GENERAL FUND				
TAXES	759,868	1,007,733	5,058,300	20%
LICENSES AND PERMITS	6,424	20,303	83,700	24%
INTERGOVERNMENTAL REVENUE	14,556	27,822	290,300	10%
CHARGES FOR SERVICES	2,810	4,748	17,000	28%
FINES AND FORFEITURES	6,282	11,646	75,000	16%
MISCELLANEOUS REVENUE	13,559	29,450	116,600	25%
CONTRIBUTIONS AND TRANSFERS	0	0	391,800	0%
	803,500	1,101,702	6,032,700	18%
LEGISLATIVE	5,647	12,198	77,500	16%
COURT	2,950	5,900	45,900	13%
ADMINISTRATIVE	31,854	76,794	462,100	17%
ENGINEERING	7,185	15,932	98,100	16%
NON-DEPARTMENTAL	16,521	82,535	266,600	31%
GENERAL GOVERNMENT BUILDINGS	5,447	10,920	65,100	17%
PLANNING AND ZONING	5,552	12,459	89,900	14%
POLICE DEPARTMENT	194,151	513,212	2,157,600	24%
FIRE PROTECTION	0	174,425	697,700	25%
PW Bldg	2,645	4,445	8,000	56%
STREETS	19,434	44,144	252,200	18%
CLASS 'C' ROAD PROJECTS	80,588	82,788	450,000	18%
PROP 1 TRANSPORTATION TAX	3,880	3,880	210,200	2%
PARKS	28,996	63,202	412,900	15%
DEBT SERVICE	0	0	213,300	0%
TRANSFERS, OTHER	0	20,219	525,600	4%
	404,849	1,123,054	6,032,700	19%
WATER FUND				
MISCELLANEOUS REVENUE	14,711	35,276	155,000	23%
UTILITY REVENUE	121,273	254,073	1,373,270	19%
CONTRIBUTIONS AND TRANSFERS	0	0	0	0%
	135,984	289,349	1,528,270	19%
EXPENDITURES	58,240	101,724	1,338,250	8%
CAPITAL PROJECTS	0	0	1,138,000	0%
	58,240	101,724	2,476,250	4%
GOLF COURSE				
OPERATING REVENUE	257,451	502,643	1,422,000	35%

MISCELLANEOUS REVENUE	661	1,323	4,100	32%
	258,112	503,966	1,426,100	35%
CONTRIBUTIONS AND TRANSFERS	0	0	0	0%
GOLF PROFESSIONAL & CLUBHOUSE	36,705	86,595	434,100	20%
COURSE & EQUIP MAINT & REPAIRS	112,972	197,632	759,580	26%
DRIVING RANGE	42	42	10,300	0%
PRO SHOP & CAFE	8,894	36,487	150,100	24%
DEBT SERVICE	2,352	25,598	46,527	55%
	160,965	346,353	1,400,607	25%

FY25 - AUGUST FINANCIAL UPDATE

(estimates - for informational purposes only)

	Current Month August	2024-25 Current YTD	2024-25 Current Yr Budget	2024-25 % Budget
JESSE MEADOWS ASSESSMENT FUND				
JESSE MEADOWS ASSESSMENT FUND Revenue Total:	707.56	1,415.14	12,100.00	12%
JESSE MEADOWS ASSESSMENT FUND Expenditure Total:	0	0	12,100.00	0%
STREETS IMPACT FEES FUND				
STREETS IMPACT FEES FUND Revenue Total:	961.12	4,921.52	165,000.00	3%
STREETS IMPACT FEES FUND Expenditure Total:	0	0.00	165,000.00	0%
PARK IMPACT FEES FUND				
PARK IMPACT FEES FUND Revenue Total:	386.36	2,868.72	30,500.00	9%
PARK IMPACT FEES FUND Expenditure Total:	0	0	30,500.00	0%
REDEVELOPMENT AGENCY FUND				
REDEVELOPMENT AGENCY FUND Revenue Total:	1,386.81	2,773.62	293,000.00	1%
REDEVELOPMENT AGENCY FUND Expenditure Total:	7,105.28	16,655.30	293,000.00	6%
RAP TAX FUND				
RAP TAX FUND Revenue Total:	29,699.55	55,417.17	453,400.00	12%
RAP TAX FUND Expenditure Total:	288.58	358.51	453,400.00	0%
CAPITAL IMPROVEMENT FUND				
CAPITAL IMPROVEMENT FUND Revenue Total:	23,682.61	46,909.61	372,400.00	13%
CAPITAL IMPROVEMENT FUND Expenditure Total:	0.00	0.00	372,400.00	0%
STREETS CAP IMPROVEMENT FUND				
STREETS CAP IMPROVEMENT FUND Revenue Total:	4,040.91	8,081.82	1,000,000.00	1%
STREETS CAP IMPROVEMENT FUND Expenditure Total:	0	0	1,000,000.00	0%
SOLID WASTE FUND				
SOLID WASTE FUND Revenue Total:	38,782.05	77,539.98	440,000.00	18%
SOLID WASTE FUND Expenditure Total:	39,384.17	79,968.76	522,100.00	15%
STORM DRAIN UTILITY				
STORM DRAIN UTILITY Revenue Total:	8,714.00	17,443.00	103,000.00	17%
STORM DRAIN UTILITY Expenditure Total:	7,252.42	14,083.81	234,200.00	6%

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 17, 2024**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Jenn Nielsen, Mark Preece

STAFF Duane Huffman (City Administrator), Steve Doxey (City Attorney), Brandon Erekson (Chief of Police), Kris Nilsen (City Engineer), and Remington Whiting (City Recorder)

PUBLIC: Alan Malan, Cindy Toone, Jill Dewsnup, Christine Schultz, Colleen Eggett, Ron Wheelwright, Rebecca Wheelwright, Judy Barking, Belinda Barking, Dave Ryan, Staci Shilling, Dustin Schilling, Meghan Heller, Blake Heller, Teresa Call, Sally Tanner, Simon Mortenson

EXCUSED: Council member Kelly Enquist

Mayor Romney called the meeting to order at 7:31 pm. Mayor Romney gave an Invocation, and the Pledge of Allegiance was led by Mark Preece.

1. Approve Agenda

MOTION: *Mark Preece made a motion to approve the agenda. Dell Butterfield seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

No Comment

3. Proclamation Designating September 17-23, 2024, as Constitution Week in West Bountiful.

Christine Schultz presented herself and The Daughters of the American Revolution. She gave a brief presentation on the constitution, its origin, and its importance. The organization expressed appreciation to the city council and the community.

MOTION: *James Ahlstrom made a motion to approve the Proclamation Designating September 17-23, 2024, as Constitution Week in West Bountiful. Jenn Nielsen seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen– Aye
Mark Preece – Aye	

4. Rear Yard Setback Variance Request – Heritage Pointe Lot 31 – 850 W Heritage Pointe Circle.

Mayor Romney explained the variance process. Dustin and Staci Schilling then introduced themselves and expressed their intent to amend their variance request. They said that they wanted to extend their garage by only 60ft and not 78ft, which means they would only encroach upon the rear yard setback by 2ft. The historic overlay district and the possibility of differing setback requirements were discussed within said district. Duane said that he would research the history of the subdivision and the implications of the historic district.

City staff and the council clarified that a variance would still be required if the building encroached 2ft into the rear yard setback. Duane explained that the best course of action would be a code change regarding setbacks. He also restated that he would research the historic overlay setback requirements.

MOTION: *James Ahlstrom made a motion to table the Schilling Rear yard Setback Variance Request until the next city council meeting or when the information has been gathered and that the city council acknowledges that the applicant has modified the variance request to encroach upon the rear setback from 20ft to 2ft. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members present.*

5. Storm Water Drainage Impact Fee Waiver Request – South Davis Sewer District – North Plant Project, 1200 N Shoreland Drive.

The district is updating their north treatment facility and administrative building and requested that the storm impact fees be waived. City staff determined that no surface or underground drainage from the site flows into any part of the city storm drain system and that all storm water is maintained on their site. Staff recommended that the city waive the storm water impact fees. Duane clarified that the Sewer District would still pay water and street impact fees. Mayor Romney inquired if a sewage impact fee existed. Duane confirmed that the district does charge a sewer impact fee.

MOTION: *Mark Preece made a motion to waive the Storm Water Drainage Impact Fees for the South Davis Sewer District North Plant Project according to the findings of the city engineer. Jenn Nielsen seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
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Kelly Enquist – Aye
Mark Preece – Aye

Jenn Nielsen– Aye

6. Centerville Flex Condominium Plat Approval.

In 2023, the city entered into an interlocal agreement with Centerville City for the land use approval process of the Centerville Flex Project which crosses city boundaries. Per the agreement, Centerville City conducted the review process and granted approval according to applicable standards for the entire project. The Davis County Records Officer are now requiring signatures from West Bountiful City on the final plat. Legal counsel advised that regular planning commission and city council votes are the best way to authorize these signatures. The planning commission reviewed the plat and recommended approval at their meeting on September 10, 2024.

Recently, Centerville City and West Bountiful City became aware of an environmental covenant on the property, and both cities want to ensure that the covenant does not negatively affect cities' waterline easements. An additional environmental note will be added to the plat.

MOTION: *James Ahlstrom made a motion to approve the Centerville flex plat upon final review with the environmental note. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Mark Preece – Aye

Dell Butterfield – Aye
Jenn Nielsen– Aye

7. Meeting Minutes from September 3rd, 2024.

MOTION: *Jenn Nielsen made a motion to approve the minutes from September 3rd, 2024. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members present.*

8. Staff Reports

Police – Brandon Erikson

- No report

Engineering – Kris Nilsen:

- The asphalt project on 1200 North will begin tomorrow. The shoulder will be excavated first and then milling will begin on the 19th.
- The public works department are placing the base course for the playground at City Park. The concrete pour will begin next week, with an additional week to cure. Installation of the playground will begin after the concrete is cured.
- A proposed design for 660 W will be ready for the next city council meeting.

Public Administration/Community Development – Duane Huffman

- Additional PUD applications documents have been submitted by Ivory Homes. City staff continue to review the materials. They will not go before the planning commission until they have submitted a complete packet.
- An application for a group home was submitted. This will not come before the city council, but a hearing officer that is appointed by the mayor.
- Garrett Reid wants to hold an event on his property, and staff are working with him to ensure he is compliant with his conditional use permit.
- Attended a training with the UCLT, and wanted to remind everyone that public funds (including email accounts) cannot be used to influence people on how to vote on ballot measures or for candidates.
- Met with UDOT today and their record of decision for the I-15 EIS is targeted for the first week of October. UDOT continues to make minor changes to their designs.

9. Mayor/Council Reports

James Ahlstrom –

- Nothing to report

Dell Butterfield –

- Was not able to attend the Planning Commission meeting last Tuesday.
- There will be a recreation district meeting tomorrow to discuss pool floaters.

Jenn Nielsen –

- YCC will be participating in Trunk or Treat with the police department.
- Christmas on Onion Street will take place on December 7 from 1pm - 3pm. She asked for clarification on the YCC budget.
- Asked about the reasoning behind the lack of garbage cans at the pickleball court.

Mark Preece –

- Nothing to report

Mayor Romney –

- The South Davis Fire District has hired a new fire chief. His name is Greg Stewart, and he is an internal hire.
- Presented the idea of having a campaign to encourage property owners to better maintain their yards.

10. Closed Session for the Purpose of Discussing Items Allowed Pursuant Utah Code 52-4-205.

MOTION: *James Ahlstrom made a motion to go into closed session to discuss the character, professional competence, or mental health of an individual in the police training room and to have the adjournment of that meeting be the adjournment of this meeting. Mark Preece seconded the motion which PASSED by unanimous vote of all members present.*

188
189 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
190 *present on October 1st, 2024.*
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Remington Whiting, City Recorder