

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCityut.gov

City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, JULY 15th, 2025, AT THE CITY OFFICES

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – Mark Preece

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Presentation from South Davis Recreation Center – Tif Miller
4. Consider Backup Public Defender Services Agreement with Murphy and Murphy LLC.
5. Consider Purchase Approval for Water Metering System for \$911,723.24 and Parks Mower for \$15,430.20.
6. Discuss Draft Administrative Code Enforcement Amendments.
7. Meeting Minutes from June 17th, 2025.
8. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
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/pmnn), the city website (WBCityut.gov), posted at city hall, and emailed to the Mayor and City Council on July 11th, 2025.

MEMORANDUM



TO: Mayor & Council

DATE: July 11, 2025

FROM: Duane Huffman

RE: **Backup Public Defender Services Agreement**

This memo introduces and recommends authorization for a professional services agreement for defense attorney services.

Background

West Bountiful City provides justice court services via contract with the City of North Salt Lake and their justice court. West Bountiful provides its own prosecutors and a public defender. On rare occasions, there is a need for a backup public defender. This happens maybe 1-2 times per year when there are two defendants in one case and there is a need for two defense attorneys. It could also be needed if our public defender is unable to serve due to a conflict or other reasons.

To facilitate how the court coordinates these services, the City of North Salt Lake arranged for and provided the attached contract with Murphy and Murphy Law LLC. The contract has been reviewed and modified by West Bountiful's legal counsel.

Recommendation

Staff recommend that the council adopt a motion authorizing the Mayor to execute the Professional Services Agreement for Public Defense Attorney Services with Murphy & Murphy Law, LLC.

Professional Services Agreement for Public Defense Attorney Services

This Professional Services Agreement (“Agreement”) is made between the City of North Salt Lake and West Bountiful City (“Cities”), and, Murphy & Murphy Law, LLC (“Contractor” or “Murphy & Murphy”). Murphy & Murphy is a law firm which may consist of attorneys including but not limited to Michael D. Murphy, Daniel F. Murphy, and Timothy E. Murphy. The Cities and Contractor (together “Parties”) are located and do business at the below addresses, which shall be valid for any notice required under this Agreement:

<p>Murphy & Murphy Law, LLC</p> <p>Michael D. Murphy; Daniel Murphy; Timothy Murphy 13 N. Main St. Kaysville, UT 84037 801-547-9274 michael@mdmurphylaw.com daniel@mdmurphylaw.com timothy@mdmurphylaw.com</p>	<p>City of North Salt Lake</p> <p>North Salt Lake City Office 10 E. Center St. North Salt Lake, UT 84054 801-335-8700</p> <p>West Bountiful City</p> <p>West Bountiful City Office 550 North 800 West Utah 84087 801-292-4486</p>
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The Parties agree as follows:

1. **TERM.** The term of this Agreement shall be for a period of five years commencing on March 1, 2025, and terminating on February 28, 2030 (“Term”). At the option of each City, this Agreement may be extended for an additional five year term to February 28, 2035, and may be extended for additional periods of time upon the mutual written agreement of the Parties. It is the intent of the Parties to create and ensure, if possible, continuity for future public defense services for the Cities.
2. **SERVICES.** The Contractor shall perform the services described below (the “Services”) in a manner consistent with the accepted professional practices for other similar services within the Second Judicial District in effect at the time those Services are performed. The Contractor warrants that each of its attorneys who provides the Services has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Contractor shall provide legal representation and counsel to any person who is appointed an Attorney by the North Salt Lake Justice Court or Second District Court.
3. **TERMINATION.**

- a. Termination for Just Cause. Prior to the expiration of the Term, this Agreement may be terminated with just cause by the Cities or the Contractor. Just cause shall be defined to mean the failure of either party to perform its obligations as described in this Agreement, including any violation of the Rules of Professional Conduct by any employee or agent of the Contractor, when such failure has not been corrected to the reasonable satisfaction of the Cities or Contractor, respectively, in a timely manner after notice of breach has been provided to the other party. Notwithstanding the foregoing, just cause shall include, and the Cities may terminate this Agreement immediately, if the Contractor, employee, or designee fails to adequately represent defendants, willfully disregards the defendant's interests, or fails to maintain required insurance policies, or breaches confidentiality under this Agreement.
- b. Termination without Cause. Any Party may terminate this Agreement at any time upon ninety (90) days' written notice to the other Parties.
- c. Effect of Termination or Expiration. In the event of termination or upon expiration of the Agreement, the Contractor shall continue to represent those clients who have already been assigned to the Contractor, including especially those cases currently set for trial; provided, however, that, after termination or completion of the Agreement, in the event of a conflict or significant dispute, pursuant to Court rules and the Rules of Professional Conduct, the Contractor may withdraw from a particular case by notice of intent and motion to withdraw and by order of the Court; provided further, however, that the Contractor shall have no further obligation for any representation of indigent defendants beyond three months from the date of termination, except for cases set for trial where the Court does not allow withdrawal or as otherwise ordered by the Court. In matters that are post sentencing, however, Contractor shall have no further obligation beyond six weeks after termination or expiration of the Agreement.

4. COMPENSATION. The Cities agrees to pay Contractor the following amounts:

Basis for Amount	Amount
Pre-adjudicative non-evidentiary hearings	\$110 per appearance
Evidentiary hearings	\$110 per hour
Post-adjudicative proceedings such as Order to Show Causes (contract does not include appeals)	\$50 per appearance

- a. The above rates will each increase modestly for the next couple years as follows, after which the parties will revisit the rate:
 - i. March. 1, 2025 to Feb. 28, 2026- \$110 per appearance and evidentiary hearings;

- ii. March. 1, 2026 to Feb. 28, 2027- \$130 per appearance and evidentiary hearings;
- iii. March. 1, 2027, to Feb. 29, 2028- \$150 per appearance and evidentiary hearings.

b. Method of Payment. On a monthly basis, the Contractor shall submit an invoice to the Cities. The invoice shall include the name of each case assigned during that reporting period and an itemization of fees for each case.

- 5. CONTRACTOR INDEMNIFICATION. The Contractor agrees to release, indemnify, defend, and hold the Cities, their elected officials, officers, employees, agents, representatives, insurers, Contractors, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, Contractor's fees, attorney fees, witness fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the Cities' sole negligence.
- 6. SURVIVAL. The provisions of Section 5 regarding indemnification shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- 7. INSURANCE. The Contractor agrees to carry adequate malpractice insurance for incidents which may arise from or in connection with the performance of the Services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination.
- 8. CONFIDENTIALITY. All information regarding the Cities obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor will be grounds for immediate termination.
- 9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the Cities being interested only in the competent representation of indigent defendants and results obtained under this Agreement. The Cities shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the Cities, regardless of whether such may provide a secondary or incidental benefit to the

Contractor, shall not be deemed to convert this Agreement to an employment contract. Even though Contractor is an independent contractor, the work must meet the approval of the Cities and shall be subject to the Cities' general right of inspection to secure satisfactory completion.

10. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the Cities. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. **GENERAL PROVISIONS.**

- a. **Interpretation and Modification.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any other communication outside this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.
- b. **Assignment and Beneficiaries.** Neither the Contractor nor the Cities shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.
- c. **Enforcement.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's

performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement, unless a Party gives notice under this Agreement of a change of address. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the Cities at law, in equity or by statute. The failure of the Cities to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the Cities to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the Cities to declare one breach or default does not act as a waiver of the Cities' right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Utah. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Second Judicial District, Davis County, Utah, unless the Parties agree in writing to an alternative process. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and Contractor's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Cities' right to indemnification under Section 5 of this Agreement.

IN WITNESS whereof the parties hereto have signed this agreement on this 25th day of June, 2025.

City of North Salt Lake

Murphy & Murphy Law, LLC

By:

[Signature]

By:

[Signature]

Its:

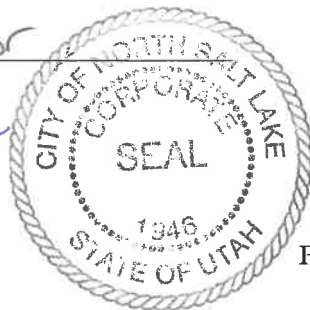
Mayor

By:

[Signature]

Attest: Wendy Page

Its: City Recorder



By:

[Signature]

West Bountiful City

By: _____

Its: _____

MEMORANDUM



TO: Mayor and City Council

DATE: 7-11-25

FROM: Duane Huffman

RE: **Expenditure Approvals**

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

1. Water Metering System - \$911,723.24

The FY budget includes \$911,800 for the purchase and installation of new water metering system (meters, radios, associated equipment). As discussed in the budget process, staff recommends moving forward with a local company called Meterworks. Staff recommends moving forward immediately not to exceed \$911,723.24. Quotes attached.

2. Parks Mower - \$71,600

The FY 26 budget includes \$20,000 in the RAP for the purchase of mower for the parks. Staff recommends the purchase of a 61" DECK SCAG TURF TIGER II. Quote attached.

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1199 W 850 N
Centerville, UT 84014
www.neptunetq.com
Meter Company:



No. of Pages: 1

Date: 03/04/25

Prices Valid Until:

PRICE QUOTATION

Customer

Company: West Bountiful
Address: 550 North 800 West, West Bountiful Ut 84087
Attn: Steve Maughan
Phone: (801)-381-1870
Email: smaughan@wbountifulcity.gov

Project

Job/City: West Bountiful N360 Software & Meters
Bid Number: N/A
Bid Date: N/A

Quantity	Product Description	Unit Price	Total
Neptune Reading Equipment			
2	R900 Gateway V4e (Cellular) Neptune will run a propagation study free of charge to determine coverage	\$ 17,500.00	\$ 35,000.00
1	**Includes Free Samsung Tablet**	No Charge	No Charge
Software & Hosting Fees (New Neptune 360 AMI)			
1,929	Neptune 360 AMI Software <u>Annual</u> fee includes Software and Hosting (This Price Covers you up to 2,500 connections)	\$ 3.71	\$ 7,156.59
1	<u>One Time</u> Set Up Fee	\$ 1,545.00	\$ 1,545.00
1	Neptune 360 Mapping Services(<u>First Year Free!!</u>)	\$ 515.00	No Charge
Billing, Training, Service, Maintenance Fees			
1	There are no other fees. MeterWorks will service, retrain, trouble shoot, send in any warranty items, and work with billing, all at no cost.	No Charge	No Charge
Neptune Meters			
1729	5/8" x 3/4" T-10 Neptune Meter w/ R900i Pit Register w/ 6' Antenna	\$ 356.44	\$ 616,284.76
134	1" Mach-10 Meter w/ R900i Register and 6' Antenna	\$ 461.51	\$ 61,842.34
17	1.5" Mach-10 Meter w/ R900i Register and 20' Antenna	\$ 941.64	\$ 16,007.88
39	2" Mach-10 Meter w/ R900i Register and 20' Wire	\$ 1,113.21	\$ 43,415.19
7	3" Mach-10 Meter 17" Lay Length w/ R900i Register and 20' Antenna	\$ 3,107.55	\$ 21,528.85
3	6" Mach-10 Meter 24" Lay Length w/ R900i Register and 20' Antenna	\$ 6,499.71	\$ 19,499.13
TOTAL			\$ 822,279.74

Notes

If you have any questions, please give me a call.

FOB West Bountiful
TERMS NET 30
DELIVERY

METERWORKS

Name Terrick Sheffield
Title Sales Representative
Address 1199 West 850 North
Centerville, UT 84014
Phone (801) 389-4779
Email terricks@meterworks.net

WE APPRECIATE THE OPPORTUNITY
TO PROVIDE PRICING ON THE
PRODUCTS LISTED AND LOOK
FORWARD TO SERVING YOU



1199 W 850 N
Centerville, UT 84014
www.neptunetg.com
Meter Company:



No. of Pages: 1

Date: 04/29/25

Prices Valid Until:

PRICE QUOTATION

Customer

Company: West Bountiful
Address: 550 N 800 W, West Bountiful UT 84087
Attn: Steve Maughan
Phone: (801) 381-1870
Email: smaughan@wbountifulcity.gov

Project

Job/City: West Bountiful
Bid Number: N/A
Bid Date: N/A

Quantity	Product Description	Unit Price	Total
Water Meter Installation			
1863	Install 1" or smaller Neptune water meter w/ Antenna	\$ 36.50	\$ 67,999.50
17	Install 1.5" Neptune water meter w/ Antenna	\$ 369.00	\$ 6,273.00
39	Install 2" Neptune water meter w/ Antenna	\$ 389.00	\$ 15,171.00
*	Installation of meters 3" and larger - By others		
Cut holes in lids, if needed			
1	2" Hole cut into existing lid for Antenna (If Needed)	\$ 9.00	
1	2" Hole cut into existing manhole lid (If Needed)	\$ 48.00	
1	Install New Worm Gear on lid (If Missing) (Optional)	\$ 13.50	
<p>Note: Prices for installation are based on all meters and shut off valves being readily accessible. Meters must be able to fit into a standard AWWA meter lay length; in a meter setter, meter horn, or meter yoke.</p> <p>MeterWorks has no control over the conditions of existing pipes; Hence, MeterWorks will not be held responsible for any damage due to a broken pipe including the replacement of any broken pipe. However, they will turn the water off (if possible) and notify the city immediately.</p>			
TOTAL			\$ 89,443.50

Notes

If you have any questions, please give me a call.

FOB West Bountiful
TERMS NET 30
DELIVERY

METERWORKS

Name Ken Sheffield
Title Sales Representative
Address 1199 West 850 North
Centerville, UT 84014
Phone (801) 309-6612
Email ken.sheffield@meterworks.net

WE APPRECIATE THE OPPORTUNITY
TO PROVIDE PRICING ON THE
PRODUCTS LISTED AND LOOK
FORWARD TO SERVING YOU

I N V O I C E

PAGE: 1

Mountainland Power Equipment
PO Box 127
Orem, UT 84059 USA
Phone #: (801)485-5770

PHONE #: (385)424-8588
CELL #: (385)424-8588
FAX #:
P.O.#: Parks
TERMS: NET 30
SALES ORDER#: 110883
SALES TYPE: Sales
CP: Chase
SALES REP: Chase

DATE: 7/10/2025 11:18:58 AM
INVOICE #: 179735
CUSTOMER#: 100789
LOCATION: 1

BILL TO 100789

WEST BOUNTIFUL CITY
550 NO. 800 W.
WEST BOUNTIFUL, UT 84087

SHIP TO

WEST BOUNTIFUL CITY
550 NO. 800 W.
WEST BOUNTIFUL, UT 84087

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	NET	TOTAL
SCA	STTII-61V-40BV-EFI	842D SCAG TURF TIGER II 61" DECK 40HP VANGUARD EFI 842D	1	0	\$14,999.20	\$14,999.20
		S/N: Z3001436				
SCA	9285	61" HURRICANE PLUS MULCH SYS.	1	0	\$431.00	\$431.00

Kindly update your records with the new remit address and Accounts Receivable contact information:

Remit payments to:

PO Box 127, Orem, UT 84059-0127

Accounts Receivable Contact:

Phone: 385-236-5641 | Email: ar@mountainland.com

No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days. Thank you for your business!

Exempt ID: 12002321-003

SUBTOTAL:	\$15,430.20
TAX:	\$0.00
INVOICE TOTAL:	\$15,430.20
AMOUNT DUE:	\$15,430.20

Picked Up By: _____



MEMORANDUM

TO: Mayor & Council

DATE: July 11, 2025

FROM: Duane Huffman

RE: **Discussion – Draft Administrative Code Enforcement**

City staff and legal counsel have been at work re-drafting portions of the West Bountiful Municipal Code as it relates to enforcement provisions. Legal counsel intends to have a draft for city council review in time for a presentation at the July 15 meeting (but not in time for this packet). Highlights of the draft will include:

- Administrative Notices (minor violations) – civil fines.
- Administrative Violation (major violations) – civil fines, may lead to administrative abatement, permit withholding, or other legal remedies.
- Emergency Abatement for imminent life safety hazards.
- Administrative Abatement - city abates violation directly and bills the responsible person.
- Recordation of Notices – violations recorded with the Davis County Recorder.
- Code Enforcement Tax Liens – to collect unpaid fines or costs.
- Criminal Prosecution
- Civil Judicial Proceedings - Includes injunctions to compel compliance.
- Writ of Execution or Garnishment - post-judgment remedies for collecting unpaid penalties or costs.
- Performance Bonds
- Appeal rights and processes, making use of an outside hearing officer

The intent of these changes is to create a toolbox the city can use depending on the severity of violations. Violations could include those related to nuisance, land use noncompliance, business licensing, and generally any other aspect of the municipal code.

Staff will take feedback from the council on this matter and follow-up with a final draft for consideration.

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, June 17th, 2025**, 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, Kelly Enquist, and Mark Preece

STAFF: Duane Huffman (City Administrator), Brandon Erikson (Chief of Police), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), Steve Doxey (City Attorney), and Remington Whiting (City Recorder)

PUBLIC: Alan Malan, Richmond Thornley, Simon Mortensen, Dave Ryan and David Goudy

EXCUSED: Council member Jenn Nielsen

Mayor Romney called the meeting to order at 7:31 pm. James Ahlstrom gave an invocation, and the Pledge of Allegiance was led by Kelly Enquist.

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

David Gowdy – 693 W 2300 N – Mr. Gowdy explained that the street adjacent to his property has a long-standing puddle. His neighbors have complained about it because of mosquitoes. Council asked staff to review it for a potential fix which had been done previously. Staff stated how difficult it would be to resolve because there is no storm drain nearby.

Alan Malan – Mr. Malan discussed how the proposed PUD by Ivory Homes could potentially have problems with mosquitoes because of the drainage swells.

Dave Ryan – 660 W – Mr. Ryan stated that the current project on 660 W had caused the neighborhood to be very dusty.

3. Resolution 572-25 – A Resolution Enacting an Amendment to the Fiscal Year 2024-2025 Budget.

Duane stated that there have been no changes to the proposed FY 2024-2025 budget amendment since the last presentation at the city council meeting on June 3rd, 2025.

MOTION: *Kelly Enquist made a motion to adopt Resolution 572-25 – A Resolution Enacting an Amendment to the Fiscal Year 2024-2025 Budget. Mark Preece seconded the motion.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Mark Preece - Aye

4. Resolution 573-25 – A Resolution Adopting the West Bountiful City Budget and Property Tax Rate for the Fiscal Year 2025-2026.

Duane briefly reviewed the proposed 2025-2026 FY Budget. Highlights from the budget as well as additional items based on direction from the city council on June 3rd, 2025 were discussed. The council briefly discussed the golf fund balance, the education reimbursement program, the current status of a water bond and additional funds for planning commission training at Utah League of Cities and Towns conferences.

MOTION: *Dell Butterfield made a motion to adopt Resolution 573-25 – A Resolution Adopting the West Bountiful City Budget and Property Tax Rate for the Fiscal Year 2025-2026 with the addition of the \$5000 increase to the Educational Fund for the planning commission. James Ahlstrom seconded the motion.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Mark Preece - Aye

5. Ordinance 502-25 – An Ordinance Adopting an Update Employee and Official Compensation Schedule.

Duane reviewed the proposed updates to the city's pay scale beginning on July 1st, 2025. He then explained that state law now requires a separate public hearing, which was held at the previous meeting, and an ordinance for the city's pay scale.

MOTION: *Mark Preece made a motion to adopt Ordinance 502-25 – An Ordinance Adopting an Update Employee and Official Compensation Schedule. Kelly Enquist seconded the motion.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Mark Preece - Aye

6. Resolution 574-25 – A Resolution Calling for, Authorizing, and Directing the Submission of, an Opinion Question to West Bountiful City Residents Regarding the Continued

Imposition of a City Option Recreational, Cultural, Botanical, and Zoological Sales and Use Tax.

Duane explained the process for re-authorizing the RAP tax and that it was now time to develop a question to place on the ballot. He explained that a RAP Tax is a special sales and use tax of 0.01% that can only be used to fund cultural/recreational facilities and activities. It was clarified that the wording of the question would allow the funding of outside facilities and organizations if an interlocal agreement was created.

MOTION: *James Ahlstrom made a motion to adopt Resolution A Resolution Calling for, authorizing, and Directing the Submission of, an Opinion Question to West Bountiful City Residents Regarding the Continued Imposition of a City Option Recreational, Cultural, Botanical, and Zoological Sales and Use Tax with the addition of “to continue to” between “be authorized” and to “impose”. Dell Butterfield seconded the motion.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Mark Preece - Aye

7. Presentation of FY 2025 Fraud Risk Assessment.

Duane explained that the current level is a VERY LOW risk. A perfect score code potentially be achieved as the city continues to improve.

8. Open Meeting Training.

Duane presented the open meeting training.

9. Meeting Minutes from June 3rd, 2025.

MOTION: *Mark Preece made a motion to approve the meeting minutes from June 3rd, 2025. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members presents.*

10. Staff Reports

Police – Brandon Erikson

- Demo EV was received for a trial. The vehicle is a Chevy Blazer PP.

Public Works – Steve Maughan

- 660 W has begun grading in preparation for curb and gutter. The water test did not pass so it will have to be done again this week.
- Underground utility work is the priority.

- 1100 W project – working on concrete and almost all curb and sidewalk are done. Driveways will be complete.
- Dead trees on trail between 400 N and Pages Lane were removed yesterday.
- Elora turned in her notice of departure. She will be leaving in mid-July.

Engineering – Kris Nilsen

- Continues to work with Steve on projects.
- Ivory Homes submitted a 3-lot subdivision.

Administration – Duane Huffman

- Councilwoman Nielsen requested Duane to ask Councilmember Butterfield and Ahlstrom to run the eating contest at the Independence Day Carnival. They agreed.
- Staff is tentatively planning on having a meeting on July 1st. Council confirmed that they would be available.
- There has been some controversy surrounding the lights at the city park, but the issue should be resolved with a schedule.

11. Mayor/Council Reports

Ken Romney:

- New director at Wasatch Integrated Waste Management facility.
- Announced to the residents that they can contact mosquito abatement and request them to spray by their house.

James Ahlstrom:

- Reminder that Centerpointe Theatre unveiling of the second stage will take place tomorrow at 1pm.

Dell Butterfield:

- Planning Commission is working on classifying new and unclassified businesses.
- South Davis Rec Center has a 22% participation increase this year.

Kelly Enquist:

- Presented Mosquito Abatement Spray numbers for the month of May.
- There is a proposed tax increase for the mosquito abatement. But once the bond is paid off, it has historically dropped taxes.

Mark Preece:

- Will have Sewer District meeting this Thursday.
- Thanked Steve and the public works for trimming the trees on the trails.

12. Closed Session, for the Purpose of Discussing Items Allowed Pursuant to UCA 52-4-205 and Adjourn.

MOTION: *Mark Preece made a motion to go into closed session to discuss the sale, exchange, or purchase of real property in the Police Training Room and to have the adjournment of that meeting be the adjournment of the regular meeting. Dell Butterfield seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

188 Kelly Enquist – Aye Mark Preece - Aye
189
190 -----
191
192 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
193 *present on July 1st, 2025.*
194
195
196
197 _____
Remington Whiting, City Recorder