

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
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Mark Preece

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
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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, SEPTEMBER 16th, 2025, AT THE CITY OFFICES

Invocation/Thought – James Ahlstrom; Pledge of Allegiance – Kelly Enquist

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Proclamation Designating September 17-23, 2025, as Constitution week in West Bountiful.
4. Public Hearing – Proposal to Vacate Portion of Public Utility Easement and Drainage Easement at 667 West 1815 North.
5. Ordinance 505-25 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Southern and Eastern Property Line at 667 West 1815 North.
6. Ordinance 506-25 – An Ordinance Amending the West Bountiful Municipal Code 17.24.050 Related to Rear Yard Setbacks in the R-1-10 Zone.
7. Consider Approval of UDOT Master Agreement – I-15 Project.
8. Consider Approval of Asset Management Agreement – Moreton Asset Management LLC.
9. Consider Approval of Purchase of Golf Netting System from JudgeNetting.
10. Monthly Finance Report.
11. Meeting Minutes from September 2nd, 2025.
12. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
13. Mayor/Council Reports.
14. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
15. 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 September 12th, 2025.



West Bountiful City

Proclamation

A PROCLAMATION DESIGNATING SEPTEMBER 17, 2025, THROUGH SEPTEMBER 23, 2025, AS CONSTITUTION WEEK IN WEST BOUNTIFUL

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW THEREFORE, I, Kenneth Romney, Mayor of West Bountiful City, on behalf of the City Council, do hereby proclaim September 17 through September 23, 2025, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Dated this 16th day of September 2025.

Mayor Kenneth Romney

Attest:

Remington Whiting, City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: September 12th, 2025

FROM: City Staff

RE: Request to Reduce a PUE and Drainage Easement at 667 W 1815 N – Matthew and Whitney Brady

Background

Matthew and Whitney Brady have submitted an application to reduce a portion of the public utility easement and drainage easement along the rear (southern) and side (eastern) property lines at 667 West 1815 North in order to build an accessory structure. The southern easement is proposed to be reduced from 10ft to 7ft and the eastern easement from 5ft to 3ft, as shown in the diagram.

Process

State code requires the city council to hold a public hearing and adopt an ordinance when granting changes to public utility easements.

Analysis

- The applicant is in the process of obtaining all necessary approvals and clearances from affected utilities. The release of easement agreement will not be recorded until all approvals are obtained by the city.
- The required public notice has been completed.
- Staff have reviewed the request and do not foresee any negative impact on the city by reducing the requested easements.
- A public hearing is scheduled as part of tonight's meeting prior to adoption of the proposed Ordinance.

Recommendation

Staff recommends the Council approve Ordinance 505-25 for the requested changes to the above-described public utility easements and authorize the mayor to sign the Change of Easement documents.



APPLICATION TO VACATE AN EASEMENT

West Bountiful City
PLANNING AND ZONING
550 N 800 West
West Bountiful, UT 84087
(801) 292-4486
Fax: (801) 292-6355

PROPERTY ADDRESS: 667 W 1815 N West Bountiful, UT 84087

PARCEL NUMBER: 064510211 **DATE OF APPLICATION:** 08-27-2025

APPLICANT NAME: Matthew and Whitney Brady

Applicant Address (if different than above): _____

Cell phone: [REDACTED]

E-mail address: [REDACTED]

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

We are looking to build a pole barn garage in the southeast corner of our property. We would like the structure to be built 3' from our east property line and 7' from our south property line. Attached is a site map of the building. The structure that would encroach on the easement is approximately 20x35 feet.

Release Letters Received: Comcast <u>X</u>	Century Link <u>X</u>
Rocky Mtn Power <u>X</u>	Questar <u>X</u>
So. Davis Sewer <u>X</u>	Weber Basin <u>X</u>
Other _____	Other _____

I hereby apply to Vacate an Easement in West Bountiful City in accordance with the provisions of Utah State Code 10-9a-609.5. I certify that the above information is true and correct to the best of my knowledge.

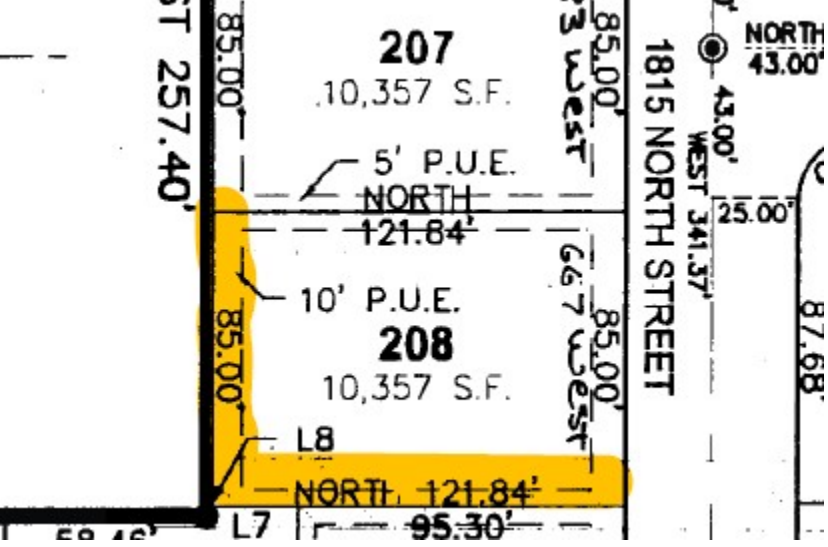
Date: 08-27-2025

Applicant Signature: 

FOR OFFICIAL USE ONLY

Application & **\$100 Fee** Received Date: _____ Public Hearing Date: _____
(see attached receipt)

City Council Approval: _____



WEST BOUNTIFUL CITY

ORDINANCE #505-25

AN ORDINANCE AUTHORIZING THE CITY MAYOR TO EXECUTE A CHANGE IN EASEMENT ALONG THE SOUTHERN AND EASTERN PROPERTY LINE AT 667 WEST 1815 NORTH

WHEREAS, West Bountiful City has been petitioned by the owners of the above-mentioned property to reduce from ten (10) feet to seven (7) feet on the southern (rear) and five (5) feet to three (3) feet the eastern (side) public utility and drainage easements so that an accessory structure can be built on the property; and

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

WHEREAS, on or before September 5th, 2025, proper notice was provided to neighbors, posted on the property, and posted on state and city websites; and

WHEREAS, a public hearing was held by the city council on September 16th, 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 CHANGE OF EASEMENTS for the property located at 667 West 1815 North, West Bountiful, Utah.

This ordinance shall become effective upon signing and posting.

ADOPTED September 16th, 2025.

By:

Kenneth Romney, Mayor

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

ATTEST:

Remington Whiting, Recorder

MEMORANDUM



TO: Planning Commission

DATE: September 12th, 2025

FROM: Staff

RE: Ordinance 506-25 – An Ordinance Amending the West Bountiful Municipal Code 17.24.050 Related to Rear Yard Setbacks in the R-1-10 Zone.

This memo introduces a text change amendment application from Weston and Sarah Roberts related to rear yard setback requirements for main structures in the R-1-10 zone (attached). An ordinance based on the planning commission's recommendation, which varies from the original proposal, is prepared for the council's consideration. The council may now approve, deny, further modify or continue to work on the proposal.

Application

On October 25th, 2024, Weston and Sarah Roberts submitted a text change application to change current setback regulations in the R-1-10 zone. The application requested to amend the current regulation of 30' down to 20'. The proposal stems from the applicant's desire to build an addition that would extend into their current rear yard setback.

Background

West Bountiful City has a 30' setback requirement in the rear yard for main structures in all residential zones. Over the last 5-10 years, the city has experienced increasing use of rear yards with large accessory structures, and has regularly had interest from residents to modify setbacks for main structures so that properties can be more fully utilized. The council last modified rear yard setback exceptions in January of 2025 in regards to homes in the R-1-10 in cul-de-sacs. Staff expect this pressure and requests from homeowners regarding setbacks to continue to increase.

Purpose of Setbacks

There are many reasons as to why rear yard setbacks in residential zones exist. Some of these reasons include: usable backyards; privacy; noise mitigation; safety and access in case of fires or other disasters; aesthetic and predictable development patterns.

On the other hand, setbacks limit the property rights of homeowners by constricting buildable space, and as land in the area has become limited and more valuable, property owners are increasingly looking for ways to maximize the use of their property.

While the rear setback from primary structures in residential zones is 30', many other structures may currently encroach in this area. Examples include:

- The setback for a fire-rated accessory structure is 3'.
- The setback for a small animal shelter is 6'.

- The setback for a deck or patio is 25', though only 200 sq. ft. of the deck (or patio roof) may encroach beyond the standard 30' requirement.
- No accessory structure or group of structures can cover more than 35% of the rear yard.
- There is no footprint size limitation on an accessory structure (other than 35% of rear yard), but the height of these structures is governed based on the rear yard setback.
- If all or a portion of a lot's front lot line is contiguous with the curve of a cul-de-sac, the main structure may encroach up to ten (10) feet into the rear yard setback as long as it meets each of the following requirements:
 - The encroachment does not exceed a total of 300 square feet of the rear yard setback area; and,
 - The encroachment maintains compliance with all setback requirements for side yards and street side yards; and,
 - The combination of the encroachment and any accessory structure(s) does not cover more than thirty-five percent (35%) of the rear yard, or on a corner lot, the combined rear yard and street side yard behind the main structure (see WBMC 17.24.050 (f)).

Planning Commission Review and Recommendation

The planning commission discussed the application on August 11th, 26th, and September 9th with a public hearing being held on August 26th. Ultimately, the commission reviewed the pros and cons of the following options:

- A. Changing the standard rear yard setback from 30' to 20' in the R-1-10 zone.
- B. Expanding the exception from January 2025 that allows a portion of the main structure to encroach into the setback with size limitations.
- C. Changing the setback only for properties adjacent to "undevelopable land".
- D. Expanding exceptions for "gore" lots or other irregular shaped lots.

After some discussion, the commission concluded to not recommend the original application/proposal, but to amend a previous code from January of 2025 (option B above). This adopted code change allowed for partial encroachment into the rear yard setback, as long as a portion of the lot's front lot line was contiguous with the curve of a cul-de-sac, along with certain other requirements. The planning commission forwarded a positive recommendation to strike the cul-de-sac requirement out of the existing code. In making this recommendation, commission members expressed a belief that this is the direction that the city council would want.

Other justifications for this policy could include: this creates more equity between the use of accessory structures and main structures; it allows more flexibility for property owners; and the size limitations should protect the desirable aspects associated with rear yards.

Proposed Ordinance

As drafted, the attached ordinance allows a portion of a main structure in the R-1-10 zone to encroach into the rear yard setback under the following circumstances and conditions:

- The encroachment does not exceed a total of 300 square feet of the rear yard setback area
- The encroachment maintains compliance with all setback requirements for side yards and street side yards.
- The combination of the encroachment and any accessory structure does not cover more than thirty-five percent (35%) of the rear yard, or on a corner lot, the combined rear yard and street side yard

behind the main structure (see WBMC 17.24.050.F).

Council Action

An ordinance based on the planning commission's recommendation is prepared for the council's consideration. The council may now approve, deny, further modify or continue to work on the proposal.



APPLICATION TO REZONE/CHANGE TEXT

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

PROPERTY ADDRESS: 842 W 2400 N West Bountiful DATE OF APPLICATION: 7/21/2025

PARCEL NUMBER: 062450317 CURRENT ZONE: R-1-10 PROPOSED ZONE: R-1-10

LEGAL DESCRIPTION ATTACHED: YES NO

Applicant Name(s): Weston and Sarah Roberts

Applicant Address (if different than above): _____

Primary phone: _____

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

See attached document.

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

Date: 7/21/2025 Applicant Signature: Sarah Roberts

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Application & \$150 Fee Received Date: _____ Public Hearing Date: _____

Letters sent to affected neighbors: _____ Public Notice Sign Placed _____

Planning Commission Approval: _____ City Council Approval: _____

Describe in detail the request being made and the reasons why the change will benefit the people of West Bountiful.

We respectfully propose a change to the rear yard set back regulations in R-1-10 Zones. Our proposed change is to reduce the minimum rear set back of 30 feet to 20 feet for main structures in R-1-10 zones.

We believe this change will benefit the people of West Bountiful for the following reasons:

- It will give opportunities for owners to better utilize their properties.
Current housing market strains and increased land values are causing people to stay where they are. In West Bountiful specifically, listings are sparse. This 10 feet can help people to maximize their property's potential and benefit from the land they own and live on.

- A change to the rear setback only, allows people to utilize their properties while still maintaining West Bountiful's unique rural feel.

West Bountiful's current zoning regulations maintain conservative front and side setbacks, allowing a great distance between homes and protecting the community's open spacious feel. Adjusting the rear set back only, while maintaining the current front and side set backs will provide the right balance between utilizing personal property without compromising the visual openness that residents cherish.

- This change will allow for owners to build off main living structures instead of resorting to detached accessory structures close to the home or property line.

Current zoning regulations permit large accessory structures to be built within feet of property lines. Some of these accessory structures are larger than main structure additions. A modest 10 foot reduction would allow for equitable use of property and people to build from main structures instead of resorting to a detached structure that encroaches far into the rear set back. These large accessory structures create a denser overcrowded look than home additions do.

- A general adjustment of 30 to 20 feet will allow for opportunities of people with unique property situations to make equitable changes.

Angled property lines, cul-de-sacs, curves from the streets, mixed with conservative set back rules are limiting certain properties from making changes they desire to their homes while neighboring properties have more freedom. This modest adjustment would allow for properties in these unique situations to better utilize their land without the need to make specific ordinance and zone request changes.

WEST BOUNTIFUL CITY

ORDINANCE #506-25

AN ORDINANCE AMENDING THE WEST BOUNTIFUL MUNICIPAL CODE 17.24.050 RELATED TO REAR YARD SETBACKS IN THE R-1-10 ZONE

WHEREAS, West Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the West Bountiful City Code; and

WHEREAS, the West Bountiful City Council desires to maintain land use regulations that meet the needs of its residents; and

WHEREAS, it was determined that there was need for modifications to West Bountiful City Code related to rear yard setbacks in the R-1-10 zone; and

WHEREAS, the West Bountiful Planning Commission held a public hearing on August 26th, 2025, to consider the proposed modifications, and forwarded a positive recommendation to the City Council on September 9th.

NOW THEREFORE, BE IT ORDAINED by the City Council of West Bountiful that the West Bountiful Municipal Code be modified as shown in exhibit A.

This Ordinance shall take effect immediately upon signing and posting.

Adopted September 16, 2025.

By:

Ken Romney, Mayor

Voting by the City Council:	<u>AYE</u>	<u>NAY</u>
Councilmember Ahlstrom	_____	_____
Councilmember Butterfield	_____	_____
Councilmember Enquist	_____	_____
Councilmember Nielsen	_____	_____
Councilmember Preece	_____	_____

ATTEST:

Remington Whiting, City Recorder

17.24.050 Yard Regulations

4. Rear yard.

- a. The minimum rear yard setback for all main structures is thirty (30) feet, except as otherwise allowed in this section.
- b. ~~If all or a portion of a lot's front lot line is contiguous with the curve of a cul-de-sac, t~~
The main structure may encroach up to ten (10) feet into the rear yard setback as long as it meets each of the following requirements:
 - 1) The encroachment does not exceed a total of 300 square feet of the rear yard setback area; and,
 - 2) The encroachment maintains compliance with all setback requirements for side yards and street side yards; and,
 - 3) The combination of the encroachment and any accessory structure(s) does not cover more than thirty-five percent (35%) of the rear yard; or, on a corner lot, the combined rear yard and street side yard behind the main structure (see WBMC 17.24.050.F(~~f~~)).

MEMORANDUM



TO: Mayor and City Council

DATE: September 12, 2025

FROM: Staff

RE: **UDOT Master Agreement – I-15 Project**

This memo recommends authorization for the attached master agreement with the Utah Department of Transportation for potential utility relocations associated with the upcoming I-15 project.

Background

UDOT is moving forward with major improvements to I-15 that will affect portions of West Bountiful. In preparation, UDOT has requested that the City enter into a master agreement that establishes the terms and responsibilities for the adjustment, relocation, and protection of city utility facilities located within UDOT rights-of-way during the I-15 reconstruction. This is a standard procedure for state projects.

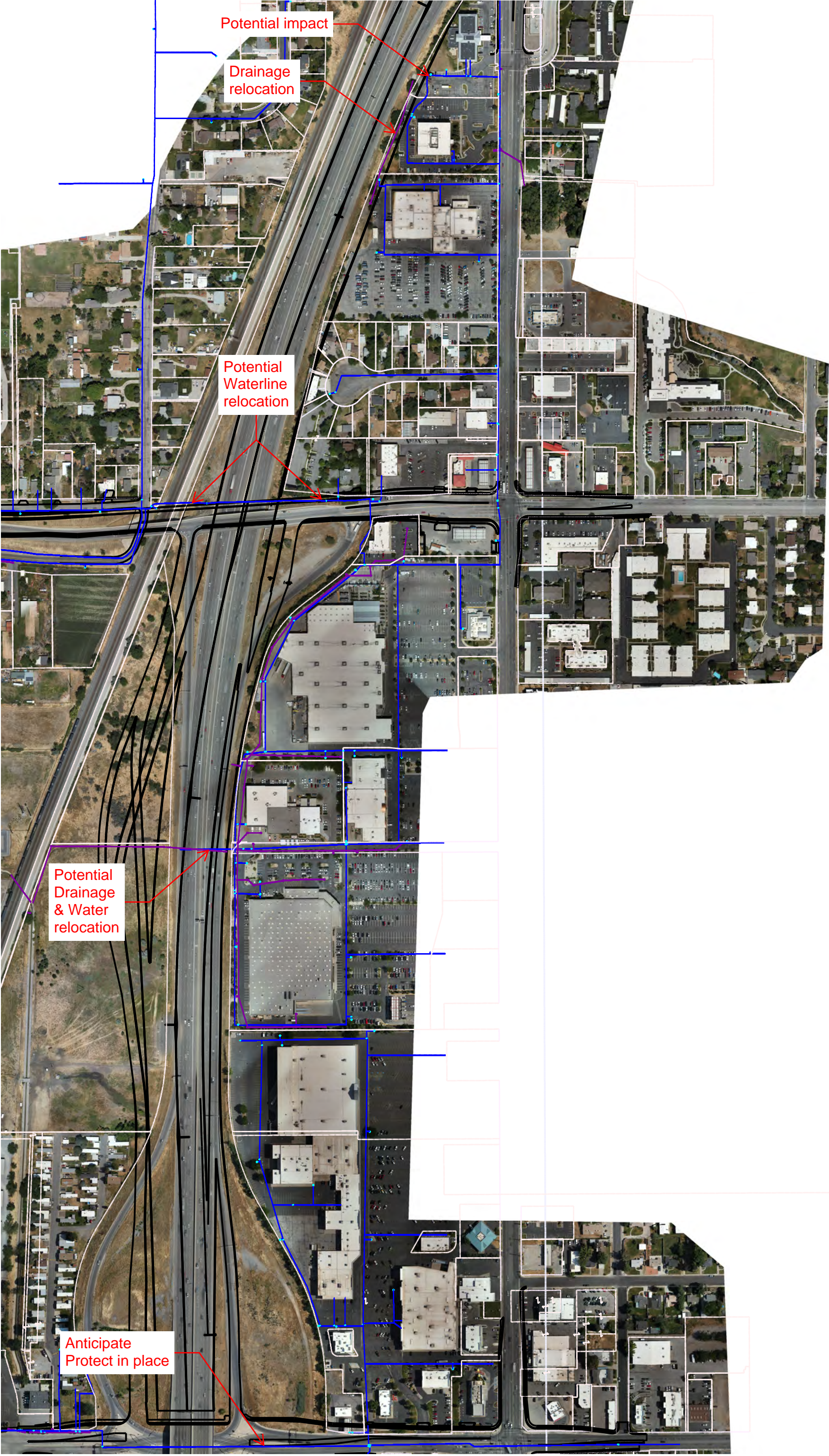
Key Provisions

- Scope: Covers city utilities that may be impacted by the I-15 project.
- Responsibilities: City retains ownership and operation of utilities; UDOT provides notice and coordination on project elements impacting those facilities.
- Cost Allocation: Establishes how relocation or adjustment costs will be shared, consistent with Utah Code and UDOT policy.
- Process Efficiency: A standing agreement avoids the need to negotiate separate terms as each phase of the I-15 project advances.

Recommendation

Staff recommends approval of the UDOT Master Utility Agreement. This agreement provides clear expectations, protects the city's interests, and ensures West Bountiful can coordinate effectively with UDOT during the I-15 project.

West Bountiful - Potential Utility Conflicts



WEST BOUNTIFUL CITY MASTER AGREEMENT UT-42

THIS MASTER AGREEMENT is made by and between the **Utah Department of Transportation**, (“UDOT”), and **West Bountiful City**, a political subdivision of the State of Utah, (“City”). Each as party, (“Party”), and together as parties, (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R199(343), I-15 Reconstruction; Farmington to Salt Lake City in Davis and Salt Lake Counties, Utah (“Project”); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project (“Design-Builder”); and

WHEREAS, UDOT has identified City facilities (“Facility or Facilities”) within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities (“Third-Party Work”); and

WHEREAS, the City desires for UDOT to design and perform the Third-Party Work on the Facilities necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursement, the Parties are entering into this Master Agreement with the understanding that future Supplemental Agreements to this Agreement will be entered into covering the specific Third-Party Work to be accomplished by UDOT for each specific impact location.

THIS AGREEMENT is made to set out the terms and conditions for the Third-Party Work that shall be performed.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, the Parties agree as follows:

1. PROJECT RESPONSIBLE FOR COST

UDOT is responsible for 100% of the cost of the Third-Party Work if consistent with Utah Code § 72-6-116(3)(a) and Utah Administrative Code R930-8.

2. CONTACT INFORMATION

UDOT's Project Representative is John Bangle, Utility and Railroad Leader, telephone number (801) 867-6764, and e-mail jbangle@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, and e-mail tbeck@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative is Brad Williams, telephone number (801) 232-6314, and e-mail brad.williams@hdrinc.com, or their designated representative, as assigned.

City's contact person is Kris Nilsen, telephone number (801) 292-4486 ext. 108, and e-mail knilsen@wbcity.org, or their designated representative, as assigned.

After awarding the Project, UDOT will provide the City with the Design-Builder contact information ("Design-Builder Project Representative").

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and City requirements for inclusion in this Agreement and the Project Request for Proposals, UDOT gave the City authorization for preliminary design engineering on July 1, 2025.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.

5. PROJECT COORDINATION

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided.

If Third-Party Work is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work. The City will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Resident

Engineer will be responsible for coordinating with other third-parties as it relates to Facilities.

6. CITY REQUIREMENTS

UDOT will comply with the following City requirements:

- a. For UDOT-performed Third-Party Work:
 - i. 2 weeks to provide comments on over the shoulder design/concept reviews.
 - ii. 2 weeks to provide comments on 60%, 90%, and 100% design milestone reviews.
 - 1. 1 week to review updated design plans and close comments.
 - 2. 2 weeks for final design approval.
- b. For Supplemental Agreements:
 - i. 4-weeks for agreement review and to provide comments.
 - ii. 4-weeks for agreement approval and signature.
 - 1. City Council meetings are typically held on the first and third Tuesdays of each month.
 - 2. Approved items for inclusion on the City Council agenda must be provided to the City 10 calendar days prior to the meeting.
- c. Shutdown schedules must be coordinated, in advance, with the City and approved, in writing.
- d. UDOT will supply as-constructed plans, in PDF format, upon completion of any required Third-Party Work.

7. UDOT TO DESIGN AND CONSTRUCT THIRD-PARTY WORK

UDOT will schedule and meet with the City to review the design and scheduling of the Third-Party Work to ensure maximum lead time for advance order of materials and workforce scheduling.

- a. UDOT will design the Third-Party Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment. In the event of a conflict between UDOT and City standards, the higher standard will be applied. The City standards in effect at the time of the signing of this Agreement shall be the standards required for this Project. The City's applicable standards are:
 - i. City 2019 Construction Standards and Specifications

1. <https://cdn.townweb.com/wbcityut.gov/wp-content/uploads/2021/12/Construction-Design-Standards.pdf>

- b. UDOT will secure permits required for Third-Party Work.
- c. UDOT will notify the City at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements, to allow the City time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

8. **RIGHT-OF-WAY**

The City shall submit to UDOT all conveyances, vesting documents, or other evidence of title to real property related to the potential relocation of Facilities as early as reasonably practicable.

Any easements or replacement right-of-way required in conjunction with the Third-Party Work will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

9. **BETTERMENT WORK**

If the City desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work provided the difference in costs between the functionally equivalent required Third-Party Work and the City's desired betterment work shall be at the sole cost of the City, and the betterment work can reasonably be accommodated without delaying the Project. UDOT has the sole discretion to determine whether the betterment work will be included in the Project. Betterment work, including details and costs for accommodating the betterment work, will be addressed by a separate local government betterment agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work not previously requested will be negotiated directly with the Design-Builder and UDOT.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. UDOT will provide design plans and Third-Party Work schedules for review and approval as part of the Supplemental Agreement. A copy of the format of the proposed Supplemental Agreement is marked Exhibit "A" that is incorporated by reference.

The City will review and provide comments within 4 weeks of receiving the Supplemental Agreement. UDOT will process for signature, the approved final Supplemental Agreement **within 4 weeks thereafter**.

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by a Supplemental Agreement,

a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the changes or additions.

11. CITY TO NOTIFY UDOT

The City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. The City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. INSPECTION

The City shall provide on-call engineering support by the City engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the Facilities installed by UDOT.

- a. The City engineer and/or inspector shall work with and through UDOT's Project Representative and Field Representative, and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work on Facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications that are approved by the Parties.
- b. The City shall immediately notify UDOT's Project Representative and Field Representative of any deficiencies in the Third-Party Work on the Facilities. The City shall follow up with written detail to UDOT's Project Representative and Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to City concerns within 24-hours of written notification.
- d. The City, through its inspection of the Third-Party Work, will provide UDOT's Project Representative and Field Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the City of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.

13. DAILY RECORDKEEPING

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager, and provided by UDOT Resident Engineer. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement.

14. REIMBURSEMENT

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a Supplemental Agreement for the cost of the services will be executed, at which time the City may procure outside services through appropriate procurement. The City shall determine any need for outside professional services prior to providing estimates and include these costs in the estimates. UDOT will not reimburse for any testing, as UDOT will perform the required testing.

15. SUBMITTAL OF ITEMIZED BILLS

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Supplemental Agreements to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project number, Supplemental Agreement number, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement and be submitted to UDOT within **6 months** following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

16. SALVAGED MATERIALS

All materials from existing Facilities which are recovered by UDOT while performing the Third-Party Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties.

17. RIGHT TO AUDIT

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should

this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outside services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

18. ACCEPTANCE AND MAINTENANCE

UDOT will provide notification to the City for acceptance of the Third-Party Work upon completion of the final inspection. City will have **60 days** to respond in writing to UDOT with any additional comments in regards to the Third-Party Work. If no response from the City is received, by the end of those 60 days, UDOT will take the no response as the City's acceptance of the Third-Party Work. Upon acceptance of the Third-Party Work, the City will, own, and maintain Facilities, unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof.

19. ACCESS FOR MAINTENANCE

Access for maintenance and servicing of Facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT. The City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the City shall coordinate access with the UDOT Resident Engineer.

20. INDEMNIFICATION

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

21. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and

conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.

- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

West Bountiful City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller Office

Title: Contract Administrator

Date: _____

**EXHIBIT A
WEST BOUNTIFUL CITY
SUPPLEMENTAL AGREEMENT**

**WEST BOUNTIFUL CITY
SUPPLEMENTAL AGREEMENT NO. UT42-XX**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **West Bountiful City**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered into a Master Agreement (MA) dated _____, UDOT Finance No. _____. All the terms of the MA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA:
 - a. Plan sheets depicting the Third-Party Work are shown in Exhibit "A" that is incorporated by reference and are described as:
 - b. The City special provisions described in Paragraph 6 of the MA – City Requirements, are modified as follows:
 - c. Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B" that is incorporated by reference.
 - d. As-builts to be provided in accordance with the MA.
 - e. Total estimated cost of Third-Party Work is shown in Exhibit "C" that is incorporated by reference.

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT UT42-XX	\$0.00
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TOTAL ESTIMATED COST OF CITY BETTERMENT WORK	\$0.00
--	--------

TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATION @ 100%	\$0.00
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TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 0%	\$0.00
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2. UDOT will notify the City's contact person Kris Nilsen, telephone number (801) 292-4486 ext. 108, and e-mail knilsen@wbcity.org at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. Third-Party will notify UDOT's Field Representative, XXX XXX, telephone number (XXX) XXX-XXX, and e-mail XXX@utah.gov, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein. The Design-Builder Project Representative is Name, telephone number (xxx) xxx-xxxx, and e-mail xxx@xx.com.

4. The date of this Agreement is the date this Agreement is signed by the last Party.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

West Bountiful City

Title: _____

Date: _____

Title: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Date: _____

Title: Project Director

Date: _____

Comptroller's Office

Title: Contract Administrator

Date: _____



MEMORANDUM

TO: Mayor and City Council

DATE: September 12, 2025

FROM: Staff

RE: **Asset Management Agreement with Moreton Asset Management, LLC**

This memo recommends for approval an agreement with Moreton Asset Management for investment management services.

Background

The City has historically invested its reserves in the Utah Public Treasurers' Investment Fund (PTIF), consistent with the Utah Money Management Act (Utah Code Title 51, Chapter 7). As balances have grown, the City has explored diversification options to safeguard principal, remain compliant, and improve long-term returns.

At the August 19th meeting, the council adopted an Investment Policy Statement to outline investment objectives, define allowable investments, and set other standards related to potential investments activities.

Asset Management

Staff has negotiated an Asset Management Agreement with Moreton Asset Management, LLC, a registered investment adviser in Salt Lake City. Moreton specializes in discretionary municipal portfolio management and will operate under the City-approved Investment Policy Statement. Under the agreement, Moreton will:

- Provide continuous supervision and management of City investment accounts, consistent with the City's financial objectives and risk tolerance.
- Retain investment discretion within the limits of the City's adopted Investment Policy Statement and state law.
- Ensure all assets are held with a qualified custodian (U.S. Bank, unless otherwise directed).
- Provide monthly and quarterly reporting, in addition to custodial account statements.

The standard Moreton fee schedule ranges from 15 bps (0.15%) down to 10 bps depending on assets under management. These fees include trade execution costs and represent a competitive arrangement compared to market benchmarks.

Implementation

After opening the account, it will take approximately 45-60 days to fully invest. Funds will be deployed using dollar-cost averaging and a laddered bond structure, providing steady market entry and long-term stability.

Staff intends to closely monitor fund balances, cash flows, and expected expenditures to decide the appropriate amount to invest in the portfolio and how much to retain in the PTIF. A good estimate now would be \$10 million to invest in the portfolio, and this memo includes a sample portfolio structure.

Recommendation

If the council remains interested in investment options outside the PTIF, staff recommends the council authorize execution of the Asset Management Agreement with Moreton Asset Management, LLC and direct staff to proceed in accordance with the Investment Policy Statement. This action will diversify City investments, maintain legal compliance, and prudently position the City for long-term returns.

Moreton Asset Management, LLC
Discretionary Asset Management Agreement



This Asset Management Agreement (“Agreement”) is entered into between and agreed to by _____ (“Client”) and Moreton Asset Management, LLC (“Moreton”), a registered investment adviser located at 101 South 200 East, Suite 300, Salt Lake City, UT 84111. By executing this Agreement, Client retains Moreton to provide the services described in this Agreement.

1. **Asset Management Services.** The asset management services of Moreton are provided to the account(s) of Client. Client shall deliver funds to a qualified Custodian, which shall be placed in, and hereafter referred to as the (“Account”). The asset management services involve Moreton providing Client with continuous and ongoing supervision over the Account. Client will appoint Moreton as its investment adviser of record of the Account. The Account will consist only of separate account(s) held by qualified custodian under the name of Client. The qualified custodian will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the qualified custodian, but rather represents a direct and beneficial interest in the securities which comprise the Account. At least quarterly, Client will receive an account statement from the qualified custodian of the Account detailing transactions in the Account.

Upon appointment as an investment adviser of the Account, Moreton will obtain from Client information to determine Client’s financial situation, investment objectives and risk tolerance. A specific Investment Policy Statement (IPS) is crafted for Client and focuses on Client’s specific goals and objectives. As described in the IPS, Client may impose reasonable restrictions on the management of the Account, including the ability to instruct Moreton not to purchase certain securities on behalf of Client. The Account will be managed by Moreton, in accordance with the instructions listed in the IPS, on the basis of Client’s financial and tax situation, investment objectives and risk tolerance. Moreton will actively monitor the Account and provide advice to Client regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

Client will timely notify Moreton of any changes to Client’s financial situation or investment objectives or if Client wants to impose and/or modify any reasonable restrictions on the management of Client’s Account. At least annually, Moreton will contact Client to determine whether Client’s financial situation, investment objectives or risk tolerance have changed, or if Client wants to impose and/or modify any reasonable restrictions on the management of Account. Moreton will be reasonably available to consult with Client relative to the status of the Account. Client understands that the asset management services provided under this Agreement do **not** include financial planning, consulting or any other similar services.

2. **Investment Discretion & Trading Authority.** Client grants Moreton authority to buy, sell or hold securities, cash or other investments for the Account in accordance with the terms of Investment Policy Statement (IPS). Client also grants Moreton the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes Moreton to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of Moreton’s authority under this Agreement.
3. **Brokerage Practices.** Moreton does not maintain custody of client assets. Custody of Client assets shall be maintained by a Custodian of Moreton's choosing. Unless indicated otherwise by Client in Addendum I, Client will establish and maintain Account at U.S. Bank N.A., and Moreton will settle trades through US Bank as the qualified custodian.

Client authorizes Moreton to select brokers and dealers to execute Client's securities transactions. If required by a regulatory body to which Client is subject, Moreton will only use brokers and dealers on the Certified Dealers list required by such regulating body in effecting securities transactions in the Client's Account. Moreton will not be responsible for losses of any type caused by reason of acts of omissions of any broker or dealer.

4. **Block Trading Policy.** Moreton is authorized in its discretion (but is not obligated) to aggregate, batch or

combine purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of Moreton. Moreton will endeavor to process all Account transactions in a timely manner, but Moreton neither represents nor warrants that any such transaction will be processed or effected by the qualified custodian or broker-dealer on the same day as requested.

5. **Reports.** Client will receive statements of Account from the qualified custodian at least quarterly. Additionally, Moreton may provide position or performance reports for the Account each month and upon Client's request. Such statements will be provided online via a login ID and password.

Client is strongly urged to compare any reports received from Moreton against Client's Account statements received from the qualified custodian. If there is ever a discrepancy between the online statement Moreton provides, and the statement the custodian provides, the custodial statement will serve as the official statement. Discrepancies between reports received from Moreton and the statements received from the qualified custodian should be reported immediately to Moreton and the qualified custodian.

6. **Cash Management.** Temporary cash balances in accounts administered by qualified custodian may be invested automatically each day in a short-term investment alternative ("Sweep Vehicle") such as a Money Market Fund, consistent with an account's investment objectives and IPS. Client acknowledges receipt of the Sweep Vehicle's most current fund prospectus.

7. **Fees.** Investment advisory fees of Moreton are charged based on a percentage of assets under management, billed in arrears on a monthly basis and calculated based on the average daily balance of the Account during the previous billing period. Fees are prorated based on the number of days service is provided during each billing period. If asset management services are commenced in the middle of the billing period, then at the start of the next calendar month, Account will be charged the prorated fee for the remainder of the billing period.

Fees charged by Moreton may vary among its clients based on such factors as: referring source, the type of client (corporation, municipality, individual, etc), the complexity of the client's situation, the composition of the client's account, pre-existing relationships, related accounts, competitive environment, market conditions, the potential for additional account deposits, custody location, the total amount of Client assets under management, and other reasons Moreton deems appropriate.

The annual fee for asset management services under this Agreement is based upon the fee schedule listed below. Clients are charged a flat (not tiered) fee based on the amount of assets under management. The following is our standard annual fee schedule:

<u>Amount of Assets Under Management</u>	<u>Annual Fees</u>
\$0 - \$5,000,000	0.150%
\$5,000,001 - \$10,000,000	0.125%
\$10,000,001 - \$20,000,000	0.10%

If Account is to be charged fees on a fee schedule other than described above, Client will initial below:

_____ **Customized Fee Schedule.** Moreton will charge management fees using the fee schedule found in Addendum I. The reason for the customized fee schedule will be described and acknowledged by Client and Moreton. Fees charged by Moreton under this Agreement will not be based on the capital gains or the capital appreciation of Client's Account(s). Moreton believes that its annual fee is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. However, Moreton's annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs.

Client grants Moreton the authority to have fees automatically deducted from the Account by the qualified custodian. Management fees (as described above) will be reported in the monthly statement. Billing statements will be supplied by Moreton upon request from Client. At least quarterly, Client will receive account statements from the qualified custodian of Account detailing transactions in Account, including investment advisory fees charged. Client should review the Account statements received from the qualified custodian(s) and verify that

appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Client is not separately charged for transaction charges associated with trade execution. All transaction ticket fees charged by the qualified custodian for the Account will be included in the fee for asset management services charged by Moreton. Transaction ticket fees are charged directly to Moreton by the qualified custodian for the Account.

Moreton will not receive any portion of such commissions or fees from the qualified custodian or Client. In addition, Client may incur certain charges imposed by third parties other than Moreton in connection with investments made through the Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by Moreton are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment company security's prospectus.

8. **Solicitor Arrangement.** If Client was introduced to Moreton through an unaffiliated solicitor ("Solicitor"), Moreton may pay that Solicitor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940 and any applicable state law.

The referral fee will be paid solely from the compensation of Moreton as defined in this Agreement, and will not result in any additional charge to Client. Solicitor is compensated to refer Client to Moreton in accordance with the approved practices of Moreton, distribute to Client all required disclosures, review and complete all necessary forms and applications with Client, obtain all appropriate Client signatures, and provide continuing contact to Client concerning investment advisory services of Moreton. Solicitor does **not** have authority to accept investment advisory agreements on behalf of Advisor, to collect or receive payment in his own name for any investment advisory agreement nor provide investment advice or manage assets on behalf of Moreton. All investment advisory agreements related to services provided by Moreton are subject to acceptance by Moreton.

If Client was introduced to Moreton through Solicitor, Client hereby acknowledges receipt of Solicitor's Disclosure Statement which disclosed the terms of the solicitor arrangement between Moreton and Solicitor and the compensation to be received by Solicitor from Moreton.

9. **Account Valuation.** For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ at the closing price will be valued on the valuation date, on the principal market where the securities are traded. Other securities or investments in the Account will be valued in a manner that Moreton believes in good faith reflects the fair market value.

10. **Client's Responsibilities.** Client recognizes the value and usefulness of the services of Moreton will depend upon the accuracy and completeness of the information that Client provides to Moreton, upon Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide Moreton all requested information and required documents that Moreton may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. Moreton will not be responsible for the verification of the information and documentation provided by Client. Client will notify Moreton in writing of any material change to Client's circumstances or investment objectives.

11. **Non-Exclusive Relationship.** Client acknowledges and agrees that Moreton may manage investments for other clients and may give other clients advice or take actions for them, for Moreton accounts, or for accounts of persons related to Moreton that is different from the advice Moreton gives Client or actions Moreton takes for Client. Moreton is not obligated to buy, sell, or recommend for Client any security or other investment that Moreton may buy, sell, or recommend for any other clients, for Moreton's accounts or for the accounts of persons related to Moreton.

Conflicts may arise in the allocation of investment opportunities among accounts that Moreton manages. Moreton will seek to allocate investment opportunities believed appropriate for Client's account and other accounts advised by Moreton among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to Moreton's attention will be allocated in any particular manner. If Moreton obtains material, non-public information about a security

or its issuer that Moreton may not lawfully use or disclose, Moreton will have no obligation to disclose the information to Client or use it for Client's benefit.

12. **Basis of Advice.** Client acknowledges that Moreton obtains information from a wide variety of publicly available sources. Moreton does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Moreton are based upon the judgment of Moreton. Moreton cannot guarantee the results of its recommendations.
13. **Risk.** Moreton cannot guarantee the future performance of the Account, promise any specific level of performance or promise that Moreton's investment decisions, strategies or overall management of the Account will be successful. The price of securities can and will fluctuate. Securities held in the Account are not deposits or obligations of, or guaranteed by Moreton or any of its affiliates; nor federally insured by the FDIC, the Federal Reserve Board or any other federal, state, or municipal governmental entity.

The investment recommendations and any decisions of Moreton on behalf of Client are subject to investment risk, various market, currency, economic, political and business risks, including the possible loss of principal. Additional risks may include trading or execution-related risks (such as illiquidity or wide bid/ask spreads within the bond market when buying or selling), bond structure characteristics (such as calls and puts, which may lead to early retirement or extension of an issue), convexity (the risk that the life expectancy of a bond may change in response to interest rate fluctuations). In supervising the Account, Moreton will not consider any other securities, cash or other investments of Client unless Client has told Moreton to do so in Client's written instructions to Moreton. Client acknowledges that the Account is designed for long-term investments and that asset withdrawals may impair achievement of Client's investment objectives.

Except as may otherwise be provided by law, Moreton will not be liable to Client for any loss (i) that Client may suffer as a result of Moreton's good faith decisions or actions where Moreton exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use, (ii) caused by following Client's instructions, or (iii) caused by the qualified custodian, any broker or dealer to which Moreton directs transactions for the Account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws. Client acknowledges and understands the above-stated risks.

14. **Proxy Voting.** Moreton will vote proxies on behalf of Client unless Client indicates in writing that it will handle the voting of proxies. Moreton is not required to communicate or deliver to Client any notices to stockholders, proxies, financial statements or other literature received in connection with any asset placed in the Account, unless directed by Client in writing.
15. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.
16. **Client Conflicts.** If this Agreement is between Moreton and related or joint clients (i.e. husband and wife, life partners, etc.), Moreton's services will be based upon the joint goals communicated by Client to Moreton. Moreton will be permitted to rely upon instructions from either party with respect to disposition of the Account, unless and until such reliance is revoked in writing to Moreton. Moreton will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients. Client affirms that any securities placed under Moreton's management are and will remain free from any lien, charge or other encumbrance unless Moreton is notified in writing. Client agrees to indemnify Moreton against any claim or liability, including attorney's fees Moreton may incur in acting in reliance upon these representations and warranties.
17. **Confidentiality.** Unless otherwise agreed to in writing or as required by regulation, Moreton will exercise due diligence and care with respect to keeping confidential all Client information, including nonpublic personal information. Moreton may use companies that are not Moreton affiliates to perform services on behalf of clients. These companies may be given client information in any manner other than to provide products and services requested by Moreton clients. Moreton and its members will maintain and use such confidential information in accordance with Moreton's Privacy Policy, which has been provided to Client.

Client understands that Moreton is allowed to share nonpublic personal and financial information with its affiliate companies to provide financial products and services to Client unless otherwise directed by Client in writing. Moreton may share Client's nonpublic personal and financial information with affiliates in order to perform the investment advisory services as agreed upon by Client.

18. **Client Death or Disability.** Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Moreton.
19. **Termination.** The services will terminate within 30 days of either party providing written notice of termination to the other party. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Moreton to you.
20. **Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, faxed, sent by telecopy or e-mail, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Moreton should be sent to the main address of Moreton. All notices or communications to Client will be sent to the address last provided by Client.

Client's verbal instructions or notices to Moreton are deemed acceptable if either: Client sends Moreton a written confirmation of the verbal instructions within one business day of Moreton's receipt of such verbal instruction, OR Client fails to object to Moreton's own written (email, fax, or mail) confirmation of the verbal instruction or notice within five business days of Moreton's receipt of such verbal instructions. Furthermore, Moreton's recorded entry of any written or verbal instructions from Client or Client's Authorized Representative shall be considered proof of giving such instructions.

21. **Applicable Law.** This Agreement will be construed under the laws of the State of Utah. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 or the Utah Securities Act, or any rule thereunder. If Client is subject to any state-specific regulations or Acts, Moreton agrees that all investments must adhere to the requirements of such regulation or Act. Client accepts responsibility to notify Moreton that Account is subject to such regulation.
22. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.
23. **Amendments.** Moreton will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective upon Client's mutual agreement.
24. **Representations.** Moreton represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit this Agreement.
25. **Counterparts.** This agreement may be executed in one or more counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
26. **Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client acknowledges receipt of the Form ADV Part 2A Disclosure Brochure of Moreton and the Schedule H Wrap Fee Brochure. The appropriate disclosure documents were delivered to Client at least 48 hours prior to Client entering into any written advisory contract with Moreton, OR such disclosure documents were delivered to Client at the time of entering into the Agreement, in which case, Client has the right to terminate this contract without penalty within five business days after entering into this contract. For purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, any other provision of this contract notwithstanding. Client also acknowledges receipt of the Privacy Policy Notice of Moreton as required by the

Gramm-Leach-Bliley Act of 1999 and the Moreton Asset Management Business Continuity Plan. Client acknowledges that in order to comply with the PATRIOT Act and other governmental regulations, Moreton will ask Client for copies driver's licenses, social security numbers, and other identifying documentation.

27. **Electronic Delivery.** Client authorizes Moreton to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from Moreton, via electronic mail and/or via Moreton's website www.MoretonAdvisors.com. Updated filings and notices are available at the bottom of the home page of Moreton's website via the link 'Privacy Policy/Filings'. Information and documents provided by Moreton will include, but are not necessarily limited to, Form ADV updates and offers, Moreton's annual Privacy Policy Notice, and other written communications from Moreton. Moreton may receive, via electronic means, Client's consent to assignment of this Agreement. When using electronic delivery, Moreton will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may notify Moreton in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.
28. **Litigation and Arbitration.** Client may select the forum and method of dispute resolution, including arbitration, mediation, or litigation in any state or federal court.
29. **Tax Certification.** Client certifies that: 1) Client's correct Taxpayer or Employer Identification Number is as stated below, or 2) Client is not subject to backup withholding as Client is exempt, or has not been notified to the contrary by the Internal Revenue Service (IRS) because of failure to report all interest or dividends, or the IRS has notified Client that he/she is no longer subject to backup withholding.
30. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This agreement becomes effective on the date Moreton receives and accepts an executed copy of this Agreement signed by Client and will remain in effect until terminated as described in this Agreement.

ACCEPTED BY: Client

ACCEPTED BY: Moreton Asset Management

Client Signature

Advisor Signature

Client Name and Title

Andy Robbins

Advisor Name

Date

Date

Addendum I
Accounts Under Management

In accordance with the Asset Management Agreement ("Agreement") executed on the date indicated below, Client hereby instructs Moreton to provide asset management services for the Account. If the assets of the Account are to be custodied with an agent other than U.S. Bank N.A., OR if the advisory fees to be charged are calculated using a non-standard fee schedule, Client will indicate below.

Custodian other than US Bank: Client assets are to be custodied with, and Moreton is required to settle trades to the Custodian as described below:

<u>Client Account Name</u>	<u>Account Number</u>	<u>Name & Address of Qualified Custodian</u>
_____	_____	_____

Customized (non-standard) Fee Schedule: Moreton will charge investment management fees based upon the fee schedule described below:

*Describe reason for customized fee schedule _____

* * * * *

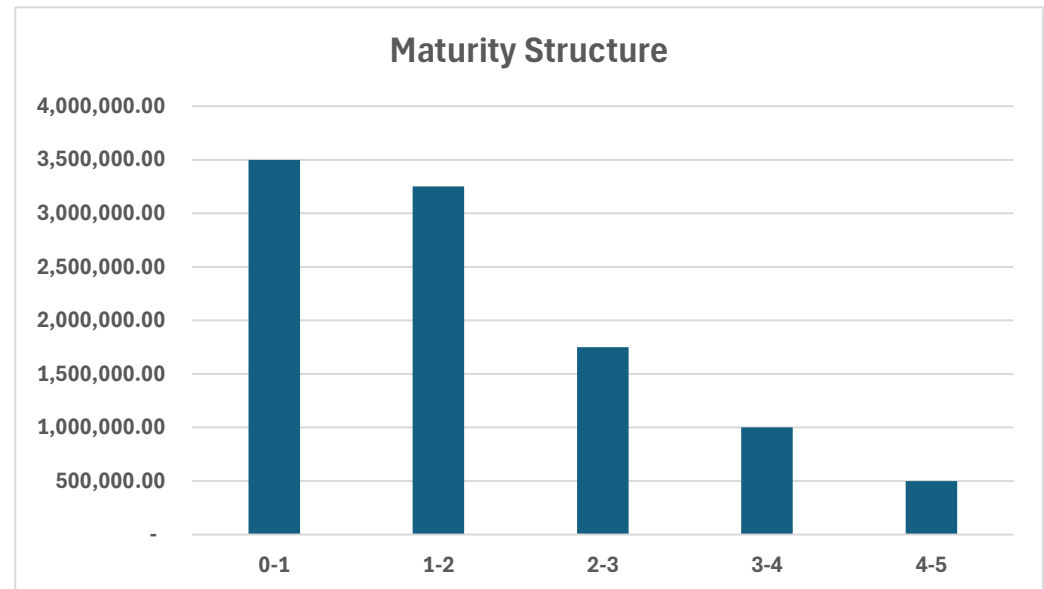
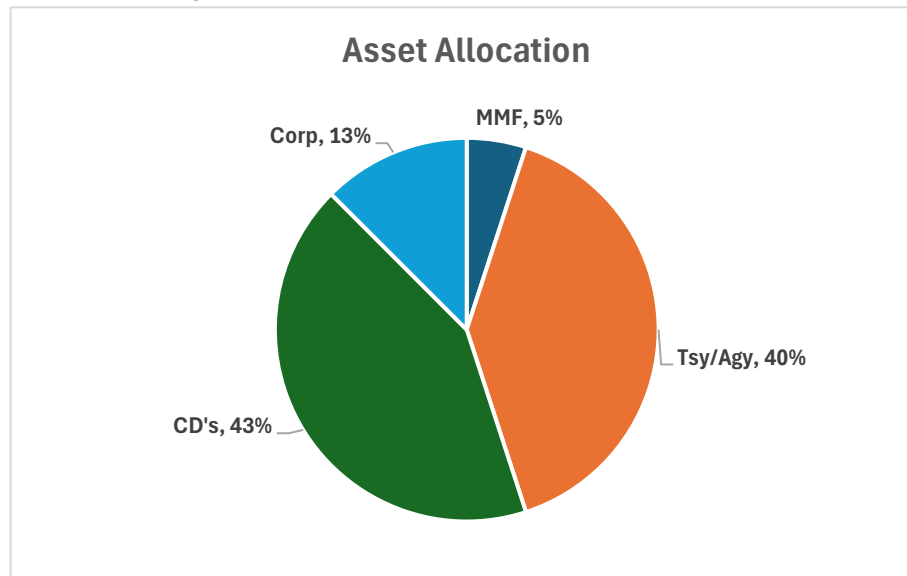
CERTIFICATIONS

Client Signature: _____ Date: _____

Advisor Signature: _____ Date: _____

Sample Portfolio										
	MMF Allocation	Rate	Tsy Allocation	Rate	CD's	Rate	Corporate Allocation	Rate	Total	Weighted Avg Rate
0-3m	500,000.00	4.20%							500,000.00	4.20%
3-6m			1,000,000.00	3.98%					1,000,000.00	3.98%
6-9m			1,000,000.00	3.74%					1,000,000.00	3.74%
9-12m			1,000,000.00	3.69%					1,000,000.00	3.69%
0-1	500,000.00	4.20%	3,000,000.00	3.80%					3,500,000.00	3.86%
1-2			500,000.00	3.70%	2,000,000.00	3.85%	750,000.00	4.80%	3,250,000.00	4.05%
2-3			250,000.00	3.52%	1,000,000.00	3.80%	500,000.00	4.90%	1,750,000.00	4.07%
3-4			250,000.00	3.54%	750,000.00	3.75%			1,000,000.00	3.70%
4-5					500,000.00	3.75%			500,000.00	3.75%
	500,000.00		4,000,000.00		4,250,000.00		1,250,000.00		10,000,000.00	3.94%

*Figures are estimates as of 9/9/25



INVESTMENT POLICY STATEMENT

I. PURPOSE OF THE INVESTMENT POLICY STATEMENT

This Investment Policy Statement (IPS) sets forth the guidelines that the City has adopted to make investment-related decisions with respect to its assets. The policy identifies the investment goals and objectives of the City, and sets out parameters for selecting investments. The IPS will be used by the Investment Manager, as the basis for investing the City's assets, and will itself be reviewed, at least annually, by the City and Investment Manager.

II. ROLES, RESPONSIBILITIES, AND PROCEDURES

Defined Roles. The parties involved in the management of the City's assets include, but are not limited to:

- a. City: The City shall make all decisions regarding the selection and retention of asset classes and investment options available in the Investment Policy Statement. Accordingly, the City shall have authority make decisions regarding changes to the IPS, the selection of investment managers, performance analysis, investment monitoring etc.
- b. Investment Manager. The Investment Manager is delegated responsibility, by the City, to invest and manage the City's assets in accordance with this IPS and applicable laws and regulations. The Investment Manager will strive to invest with the judgment and care that prudent individuals would exercise in the execution of their own affairs.

III. INVESTMENT PHILOSOPHY AND OBJECTIVES

Investment options allowed under the IPS shall be selected in order to achieve the following objectives: 1) maintain the safety of principal; 2) provide sufficient liquidity to meet the City's needs; 3) maximize returns within reasonable and prudent levels of risk; and 4) provide fiduciary control of all investments.

The City shall select a diverse range of asset classes and investment vehicles to allow for diversification within the portfolio.

The City and Investment Manager shall review the IPS no less frequently than annually, in order to determine the continuing suitability of the language and investment options allowable under the IPS.

IV. SELECT AND MONITOR INVESTMENT OPTIONS

The City and Investment Manager shall evaluate the makeup and results of the existing investments at least annually. The City and Investment Manager shall monitor and consider factors that include, but are not limited to: changes in investment approach, risk tolerances, and liquidity requirements. Due to maturities, withdrawals and deposits of cash, market value fluctuations, and other factors, the portfolio will be monitored regularly by the Investment Manager to determine if asset classes

need to be rebalanced. The City reserves the right to amend this investment policy statement at any time and from time to time as it deems necessary or appropriate. This investment policy statement shall remain in effect until modified by City and acknowledged by the Investment Manager.

V. ALLOWABLE INVESTMENTS

The portfolio may be invested in the following types of assets and asset classes

- a. US Government and Agency Securities
 - i. Direct obligations of the US Government
 - ii. Government Agency Obligations (FNMA, FHLB, FHLMC, FFCB, GNMA, SLMA)
- b. Corporate Debt Securities
 - i. Notes and Bonds
 - ii. Commercial Paper
- c. Municipal Securities
 - i. Notes and Bonds
 - ii. Commercial Paper
- d. Money Market Funds

VI. INVESTMENT PARAMETERS

- a. The maximum maturity for individual securities will not exceed 5 year(s). For floating rate corporate bonds, the max maturity is 3 years, and for fixed rate corporate bonds, the max maturity is 15 months.
- b. The minimum credit ratings for individual securities at the time of purchase are:
 - i. LONG-TERM RATINGS: A-/A3/A-/A- (S&P/Moodys/Fitch/DBRS)
 - ii. SHORT-TERM RATINGS: A-1/P1/F-1/R-1 (S&P/Moodys/Fitch/DBRS)
- c. Investments are subject to the most recent revision of the Utah Money Management Act. If any discrepancies between this document and the State Money Management Act exist, the Act will supersede.

VII. ACKNOWLEDGEMENT OF RISK

The City and Investment Manager acknowledge that all assets and the portfolio as a whole are subject to risks that include, but are not limited to: loss of principal, price volatility, illiquidity, default of cash payments, declines in market value, and credit rating downgrades. The City acknowledges that Investment Manager obtains information from a wide variety of publicly available sources. Investment Manager does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Investment Manager are based upon the judgment of Investment Manager. Investment manager cannot guarantee the results of its recommendations.

MEMORANDUM



TO: Mayor and City Council

DATE: September 12, 2025

FROM: Staff

RE: **Driving Range Net Purchase Approval**

This memo introduces for approval the purchase of a replacement netting system for the between the driving range and hole #9 at Lakeside Golf Course.

Background

The city's procurement policy requires that certain purchases be approved by the city council. The current FY 26 budget includes \$330,000 in the Golf Fund for the purchase and installation of a replacement net and poles along the course's driving range, including increasing the length by 100', bringing all sections up to 50' in height, and placing a new baseboard.

Purchase

The course developed this new replacement system with Judge Netting, and has secured the attached contract for an agreed to amount of \$323,000. Staff believe that this purchase meets the code's criteria for a sole source purchase based on the specialized expertise and limited regional availability of comparable systems. It should also be noted that this contracted amount is significantly lower than staff's estimates from prior years' research.

Recommendation

Staff recommends approval of this purchase from Judge Netting for \$323,000.



Ecker Netting Inc. dba: Judge Netting Mountain West
2904 S 2000 W Syracuse, UT 84075
Office (801)-388-4178 Toll Free (855)-Hang-Net
www.judgenettingmountainwest.com

UTAH CONTRACTORS LICENSE: 11994873-5501

PROPOSAL & CONTRACT

July 22, 2025

Dallas Green – Director of Golf
Email: Dgreen@wbcityut.gov
Phone: 801-541-8155
Lakeside Golf Course
1201 N 1100 W,
West Bountiful, UT 84087

SCOPE OF WORK

We propose to supply the material, labor, and equipment necessary to demo and install a new netting barrier on the driving range at Lakeside Golf Course. The new netting barrier will be 50' tall x 800' long.

INCLUDES

- Includes (1) mobilization.

POLES

- (17) Steel poles
- Poles installed at 50' on center spacing.
- Poles will be painted black.
- Poles will have a welded top and bottom cap.
- Includes shipping, unloading, and handling of all poles.

DRILLING/EXCAVATION

- Drilling or excavation of pole footings at engineered embedment depth and diameter

NETTING

- New netting will be UV-treated polyester with sewn rope borders.
- Netting will be black.
- Netting comes with a 7-year manufacturer's warranty.

CABLE AND HARDWARE

- Includes all hardware and cable necessary for installation.
- New cable will be 3/8" or 5/16" extra-high-strength, galvanized.
- Hardware will be 5/8" or 3/4" diameter, heavy-duty, galvanized.

ENGINEERING

- Includes engineering package

EXCLUSIONS

- Inspection fees or special inspection fees.
- Permit Fees
- Rock Drilling. If auger refusal is encountered due to unforeseen rock or buried obstructions, there will be added costs from the driller based on added time and material.
- Field or turf protection (plywood, mats, labor, etc.)
- Trash or dumpster removal services for the old poles and netting (dumpster services priced separately)
- Excludes hauling off of dirt spoils. All dirt spoils will be left onsite.
- Prevailing Wages

PRICING	(please initial)
New Poles and Netting (50' tall x 800' long)	\$285,000 _____
- Includes demo of existing system	
Baseboard - 12" Pressure Treated lumber at bottom of netting (recommended) (helps prevent damage from mowers, ball pickers, rodents, etc)	\$27,000 _____
Roll off Dumpsters	\$11,000 _____
- Roll off dumpsters for old poles and netting	
- Includes labor to load dumpsters	
Total	\$323,000

All applicable taxes are included in this proposal.

PAYMENT TERMS

All invoices NET 30

- 30% deposit due upon acceptance of contract.
- 25% due upon mobilization.
- 45% due upon completion.

Invoices not paid when due are subject to a service charge of 1-1/2% per month. This is an annual percentage rate of 18%. Should a suit be instituted to enforce the provisions of this Proposal and Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court or other tribunal hearing the matter. Visa, MasterCard, and Discover are accepted with a convenience fee of 3.5% with a maximum charge amount of \$20,000.

STANDARD ASSUMPTIONS

- Pricing firm for acceptance for a period of 30 days.
- Necessary access "to," "from," and "at" work site during construction.
- Normal activities may require alteration during construction to provide a safe working environment for our employees and equipment.
- Mobilization costs included in our proposal are based on one move-on and move-off. Any cessation of work due to lack of permits or any reason by the client will require a \$3,000 re-mobilization charge with all work and materials invoiced to date.
- We are a non-union company and, as such, will not become a signatory to any labor agreement.
- If, during the performance of this contract, the price of the contractor's materials increases more than 10%, the price of said materials shall be equitably adjusted by the owner to account for said increase.

STANDARD EXCLUSIONS

- Bonding, engineering, or prevailing wages, unless otherwise stated in this proposal.
- Indemnification: Judge Netting Mountain West will not indemnify any additional Owners, Architects, Contractors, or Agents.
- This proposal does not include any permit fees or related costs involved in securing permits except as noted in this proposal. If Judge Netting is not contracted to pull permits, the client is responsible for acquiring all permits and any costs relating to permit requirements. Should a government agency require changes, additional construction costs will be assumed by the client.
- Damage to driveways, parking lots, tennis courts, irrigation systems, or sod, which may be caused by our equipment.
- Subsurface or latent physical conditions at the site differing from those indicated.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- The owner shall promptly investigate the conditions, and if it finds that conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order in the amount of contractor's expenses incurred plus 10%.
- Judge Netting Mountain West makes no warranty, either expressly or implied, as to the protective capabilities of netting or structures, including height requirements and/or repairs to or performance of any existing material or material used during construction.

Judge Netting's liability under this contract shall not exceed the price identified above.

Cancellation: Upon execution by both parties, this Proposal and Contract is non-cancellable. Any cancellation by Purchaser shall entitle Judge Netting at its discretion, to collect any fees or charges it has incurred in preparation for delivery of the work outlined above.

We appreciate the opportunity to present this proposal and look forward to working with you.

Please contact us at kirt@jn-mw.com or 801-388-4178 with questions or concerns.

JUDGE NETTING MOUNTAIN WEST

By: _____

Date: 7/28/25

ACCEPTED BY:

By: _____

Dallas J. Green
Signer is authorized to approve contract.

Date: 7/28/25

* Judge Netting Mountain West acknowledges the indemnification and insurance provisions provided by West Bountiful City. See signed agreement below (9/12/2025)

JudgeNetting
MOUNTAIN WEST

INDEMNIFICATION AND INSURANCE PROVISIONS

Indemnification

To the fullest extent permitted by law, Vendor shall indemnify, hold harmless, and defend West Bountiful City, and its officers, employees, volunteers, and agents ("Indemnified Parties") from and against any and all claims, causes of action, liabilities, obligations, losses, damages (including punitive damages), settlement payments, costs and expenses (including attorney's fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to:

- i. Vendor's services;
- ii. Any breach or alleged breach of any of the warranties, representations, or agreements herein, any reliance by West Bountiful City upon any such warranties, representations, or agreements, or any exploitation of the rights granted to West Bountiful City hereunder;
- iii. Any act or omission by Vendor or any person whose services or facilities shall be furnished by Vendor in connection with the services; or
- iv. The use of goods, equipment or services furnished by Vendor

In the event that an entity shall make any claim or initiate any suit or proceeding alleging any facts, which if true, would constitute a breach by Vendor of any warranty, representation, or agreement herein made, Vendor shall give written notice to West Bountiful City within seven (7) days. Vendor may also undertake, at its own cost and expense, defense thereof by retaining competent counsel to defend any suit or proceeding on behalf of Vendor. West Bountiful City shall have the right to select counsel of its choice to defend West Bountiful City against such a claim, suit, or proceeding and Vendor will pay all costs and expenses, including legal fees, of such counsel, consistent with the terms of this Agreement. This provision shall survive the termination of this Agreement.

Insurance Provisions

A. Required Coverage. Vendor shall obtain and maintain insurance coverage during the term of this Agreement at least as broad as outlined below:

1. Workers Compensation Insurance – As required by statute, including the Utah Waiver of Subrogation Endorsement or equivalent.
2. Employers Liability Insurance with limits of not less than: \$1,000,000
Employers Liability - Each Accident, \$1,000,000
Employers Liability Disease - Each Employee, \$1,000,000
Employers Liability Disease – Policy Limit.
3. Commercial General Liability ("CGL") – ISO Form CG 00 01 (12/07) or equivalent

occurrence policy which will provide primary coverage to the "additional insureds" (West Bountiful City) in the event of any occurrence, claim, or suit with:

a. Limits of the greater of Vendor's actual coverage amounts or the following:

1) Each Occurrence	\$1,000,000
2) Personal and Advertising Injury	\$1,000,000
3) General Aggregate	\$4,000,000
4) Fire Damage (any one fire)	\$50,000
5) Medical Expense (any one person)	\$50,000
6) Products – Comp/OPS Aggregate	\$2,000,000

b. Endorsements attached thereto, including the following or their equivalent:

- (1) ISO Form CG 20 10 (07/04), Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization, naming West Bountiful City as "additional insured",
or
ISO Form CG 20 26 (07/04), Additional Insured – Designated Person or Organization, naming West Bountiful City as "additional insured";
and
- (2) ISO Form CG 20 01 (04/13), Primary and Noncontributory, in favor of West Bountiful City.

4. Commercial Automobile Liability with:

- a. Limits of not less than \$1,000,000 Combined Single Limit each accident; and Coverage applying to "Any Auto" or equivalent to all owned autos, hired autos and non-owned autos.

5. Umbrella or Excess Liability to follow form and with coverage at least as broad as the underlying commercial general liability insurance, commercial automobile liability insurance, and employers' liability insurance policies described above. The limits of this insurance will be the greater of Vendor's actual coverage or \$1,000,000 per occurrence and in the aggregate. West Bountiful City is to be included as "additional insured" under this umbrella policy.

B. Certificates. Prior to the commencement of any event, activity, occupancy, service, etc. contemplated by this Agreement, Vendor must provide to West Bountiful City a Certificate of Insurance on ACORD 25 (2010/05) or equivalent, certifying the insurance coverage required by this Agreement, and including the following:

1. Listing West Bountiful City as "Certificate Holder", and listing West Bountiful City as "Additional Insured" on a Primary and Non-contributory basis on the commercial general liability policy and any umbrella policy or excess liability policies;
2. Attaching Endorsements as listed above, including "Additional Insured" and "Primary and Non-contributory" on the commercial general liability and waiver of subrogation on the workers' compensation (Copies of all endorsements are to be included with the Certificate of Insurance);
3. Indicating that the insurance provider will endeavor to provide West Bountiful City with advanced notice of cancellation or nonrenewal of the insurance coverage required herein;
4. Listing insurance companies providing coverage. All companies listed must be rated "A-", "VII" or better in the current edition of A.M. Best Company's Key Rating Guide; and
5. Identifying the name, address, and telephone number of the producer. This certificate is to bear the signature of the authorized representative of the producer.

C. In the event of a loss or upon request by West Bountiful City, Vendor will provide West Bountiful City with a copy of required insurance policies listed above.

D. West Bountiful City reserves the right to reject any insurance company, policy, endorsement, or Certificate of Insurance with or without cause.

E. West Bountiful City may, in writing and its sole discretion, modify the insurance requirements.

F. Waiver of Subrogation: To the maximum extent permitted by law, Vendor hereby waives all rights of subrogation against West Bountiful City.


G. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Vendor maintains broader coverage and/or higher limits than the minimums shown above, West Bountiful City requires and shall be entitled to the broader coverage and/or higher limits maintained by Vendor.

H. Vendor acknowledges and agrees that any actual or alleged failure of West Bountiful City to inform Vendor of non-compliance with any requirement under this Section imposes no additional obligations on West Bountiful City, nor does it waive any of the right of West Bountiful City under this Section.

I. The liability of all equipment and supplies shall remain the sole responsibility of the Vendor. Under no circumstances shall West Bountiful City incur any liabilities

whatsoever for damages, pilferage, acts of violence, fire, theft, or other fault.

ACCEPTANCE

Vendor:	Judge Netting Mountain West	City:	
Name:	Kirt Ecker President	Name:	
Signature:		Signature:	
Date:	9/2/2025	Date:	

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 2nd, 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, Jenn Nielsen and Mark Preece

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

PUBLIC: Alan Malan, Melissa Morley, Jocilyn May, Emily May, Eleanor Curtis, Bo Bartholomew, Joel Bartholomew, BrynLee Bartholomew, Braxton Bartholomew, Cee Bartholomew, Richmond Thornley, Melodi Farley, Jill Sundstrom, Steve Sundstrom, Ej Sundstrom, Valerie Sundstrom, Haven Dickson, Julie Thompson, Matt Rodabough, Lanita Rodabough, Ella Rodabough, Esly Rodabough, Jamie Wilkins, James Wilkins, Simon Mortenson

EXCUSED: Kris Nielsen (City Engineer), Steve Doxey (City Attorney),

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

1. Approve Agenda

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

2. Youth City Council Swearing In – 2025-2026 Term

Mayor Romney swore in Bo Bartholomew as Mayor of the YCC. He then presented the members of the council and their assignments. Bo Bartholomew then swore in the remaining members of the YCC.

3. Public Comment

No Comment.

4. Lakeside Golf Course Report

Josh Virostko

Mr. Virostko highlighted some of the changes that are taking place on the golf course such as the driving range concrete pad, renovations to hole 13, bunker renovation and staffing. He expressed his appreciation for the new assistant superintendent and his seasonal employees.

Dallas Green

Mr. Green highlighted the changes to the pro shop such as a new assistant and the management of the café. The café process was explained, and he stated that the café is currently showing a 30% margin of growth so far this year. The idea of passing the responsibility to a kitchen manager in the future was discussed. He also reviewed the continued growth of the golf course leagues.

5. Meeting Minutes from August 19th and August 26th, 2025.

MOTION: *James Ahlstrom made a motion to approve the meeting minutes from August 19th and August 26th, 2025. Jenn Nielsen seconded the motion which PASSED by unanimous vote of all members presents.*

6. Staff Reports

Police Department – Brandon Erikson

- 2 positions for the department are advertised which include part-time admin assistant and an officer position.
- The department is reviewing adding a new crossing guard on 1000 N due to the high volume of students using that area.

Public Works – Steve Maughan

- Meter upgrade project continues. Around 750 meters have been installed so far.
- Road seal projects will begin in the middle of September.
- 660 W project continues. Good progress is being made, and the curb should be mostly completed by tomorrow. The current schedule is to lay asphalt on the 18th and 19th of September.

Administration/Community Development – Duane Huffman

- Sales tax remittance has been doing well over the last 2 months.
- Working with UDOT on I-15 project, Frontrunner double-track project, and Legacy Highway project.
- In conjunction with the South Davis Sewer District north plant expansion, an odor study was conducted, and the city is reviewing the findings/recommendations.
- Founder's Day is scheduled for September 13th. Great Harvest has offered to donate loaves of bread for the 5k.
- Resident's Day at the rec center will be on October 2nd.
- Meet the Candidates Night will take place on October 1st.

7. Mayor/Council Reports

Ken Romney:

- Shared his appreciation to the youth city council and their leaders.
- South Davis Metro Fire will host an open house on September 10th.

- The fire department is almost fully staffed.
- The new manager at Wasatch Integrated Waste is doing well.

James Ahlstrom:

- Nothing to report.

Dell Butterfield:

- Planning Commission has requested more information regarding a rear yard setback code change.
- Recreation Center Board will meet next week.

Kelly Enquist:

- Founder's Day will take place on September 13th and will include a 5k, entertainment and a speech by the mayor.
- The YCC will serve water for the 5k.
- Mosquito abatement continues to try to spray with the increase of West Nile Virus.

Jenn Nielsen:

- Expressed her appreciation to the Youth city council.
- YCC retreat has been scheduled and the Trunk or Treat is still being planned.
- Working on getting a chairperson for next year Independence Day Parade.
- Pedestrian safety at 400 N and 800 W. Duane will follow-up with options.

Mark Preece:

- Sewer District board met last week. Upgrade continues.
- Gas production is going well and has been more successful than in the past.
- Asked Steve about weeds there were growing out of the canal onto the trail.

8. Adjourn

MOTION: *James Ahlstrom made a motion adjourn the meeting of the West Bountiful City Council. Kelly Enquist 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 September 16th, 2025.

Remington Whiting, City Recorder