

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Debbie McKean
Mark Preece

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

***** AMENDED 1/30/2015 *****

CITY COUNCIL MEETING

THE CITY COUNCIL WILL HOLD A WORKSESSION AND REGULAR MEETING ON TUESDAY, **FEBRUARY 3, 2015** IN THE CITY OFFICES AT 550 N 800 WEST. THE WORKSESSION WILL BEGIN AT **6:30 pm**, THE REGULAR MEETING WILL BEGIN AT **7:40 pm**

6:30 pm WORK SESSION:

1. Discuss Future Site Locations for Amenities at the City Park.
2. Continue Review of Proposed Personnel Policy Re-Draft.

7:40 pm REGULAR MEETING:

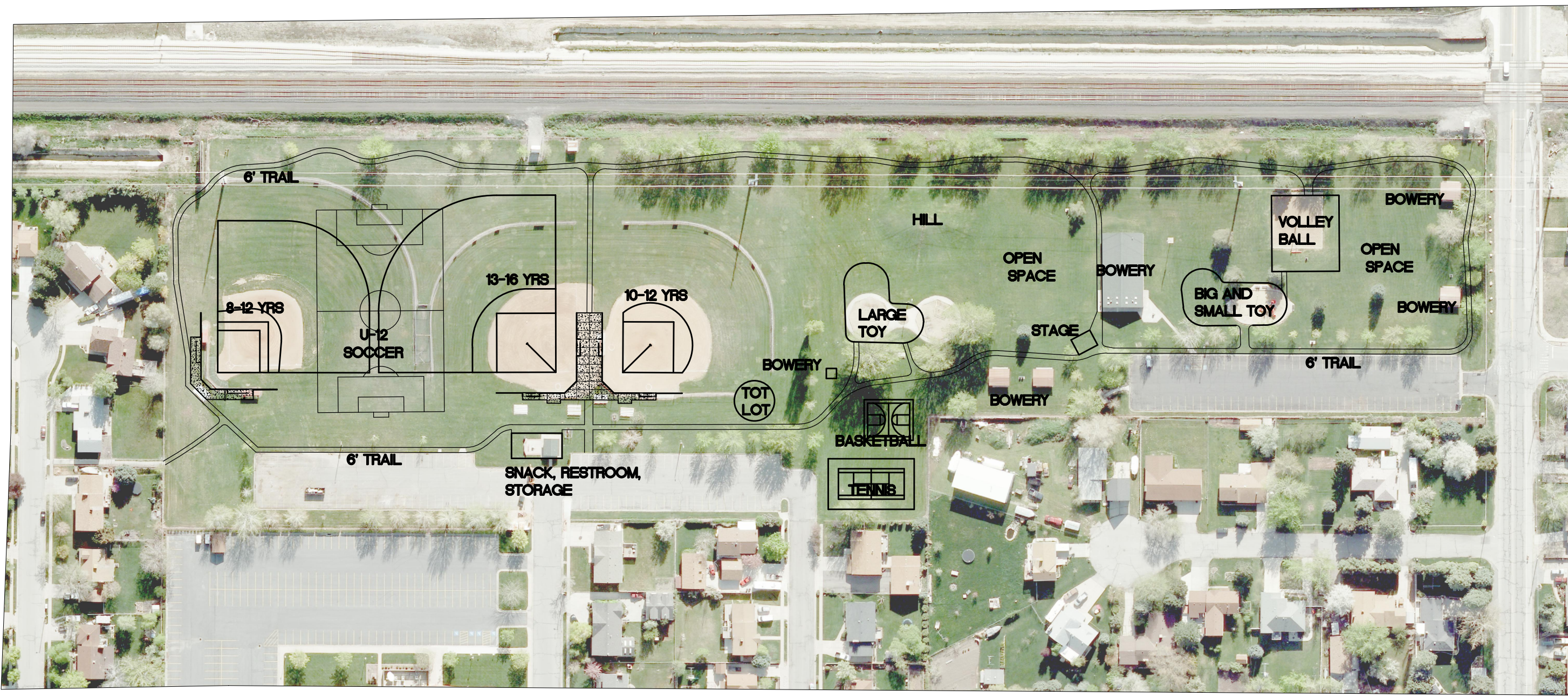
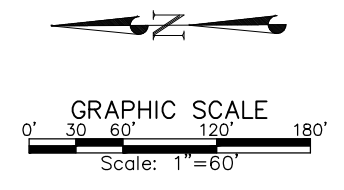
Invocation/Thought –Debbie McKean; Pledge of Allegiance – Kelly Enquist

1. Accept Agenda.
2. Public Comment (two minutes per person) or if a spokesperson has been asked by a group to summarize their comments, five minutes will be allowed.
3. Swearing In of New Police Officers, Angela Breeze, Eric Braegger, Quintin Grillone, Chamberlin Neff, Allen Van Wagoner, and Mark Zollinger.
4. Public Hearing to Receive Comments Regarding a Request to Vacate a Portion of a Rear Yard Public Utility Easement at 581 W 1890 N.
5. Consider Approval of Resolution 355-15, a Resolution Reappointing Denis Hopkinson and Terry Turner to the Planning Commission for Four Year Terms, and Reappointing Mr. Hopkinson as Chairman of the Commission.
6. Consider Ordinance 369-15, an Ordinance Amending Title 17 to Clarify Definitions Related to Density in Planned Unit Developments.
7. Consider Resolution 356-15, a Resolution Amending the Interlocal Agreement Between the City of West Bountiful and the Redevelopment Agency of West Bountiful City (the “Agency”) Which Diverts Certain Tax Increment Funds Within the West Bountiful Legacy CDA to the Agency, and Authorizes the Mayor to Sign the Amended Interlocal Agreement in its Substantially Final Form.
7. Consider Approval of Resolution 357-15, a Resolution Approving An Amended Interlocal Agreement Between the City of West Bountiful (the “City”), the Redevelopment Agency of West Bountiful City, and the Redevelopment Agency of Woods Cross City (the “Agencies”) Which Diverts Certain Tax Increment Funds Within the Joint Legacy CDA to the Agencies, and Authorizes the Mayor to Sign the Amended Interlocal Agreement in its Substantially Final Form.
8. Consider Award of Bid for Prospector Trail Fence.

9. Consider Options for Fence Material on 400 North/I-15 overpass.
10. Presentation of 2014 Lakeside Golf Course Report.
11. Consider Approval for Façade Improvements for Lakeside Golf Course cart barn.
12. Planning Commission/Engineering Report.
13. Mayor/Council Reports.
14. Approval of Minutes from the January 20, 2014 City Council Meeting.
12. Adjourn.

According to the American's with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should contact Cathy Brightwell, City Recorder, at (801) 292-4486.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on January 30, 2015.



NO.	DATE	REVISIONS

DRAWN BY:
BSW

FILE NAME:
PARK_MASTER_PLAN

DATE:
2-23-12

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



CITY PARK
600 WEST PAGES LANE

CONCEPT PLAN

PROJECT NO: 12014
SHEET NO: C-01
SCALE: 1"=60'
1 OF 1

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PUBLIC HEARING NOTICE

A public hearing will be held by the West Bountiful City Council on Tuesday, February 3, 2015 at 7:35 p.m. (or as soon thereafter as agenda allows) at the City offices, at 550 N 800 West.

The purpose of the hearing is to receive public comment regarding a request to vacate a portion of a rear yard public utility easement on the property located at 581 West 1890 North, West Bountiful, Utah.

All interested parties are invited to attend. Written comments may be submitted prior to the meeting.

Cathy Brightwell
City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: January 29, 2015

FROM: Staff

RE: **Vacate Easement at 581 W 1890 North**

The owner of the property, Dennis Parkin, wishes to construct an accessory structure in the rear yard of his home in a location where there is an existing public utility easement. Mr. Parkin went through the standard process of request letters of release from the major utility companies. One utility company (CenturyLink) has a buried utility in the vicinity. Their letter did not release the easement, but included mitigating design parameters.

Our code does not permit building on public utility easements even if the utility company with a utility in that easement grants permission. Staff has requested the property owner contact CenturyLink a second time and request a revised letter releasing claim on portions of the easement that are not encumbered. If we receive such a letter, this item will be added to a future City Council agenda for your consideration.

Staff felt the most efficient means for the property owner to proceed with his desired construction was to hold the public hearing now so the public hearing notice time would not further delay him in the future should he be successful with CenturyLink.

WEST BOUNTIFUL CITY

RESOLUTION #355-15

A RESOLUTION REAPPOINTING DENIS HOPKINSON AND TERRY TURNER TO THE WEST BOUNTIFUL PLANNING COMMISSION

WHEREAS, Utah Code Annotated 10-9a-301 requires each municipality to establish a planning commission by Ordinance; and,

WHEREAS, Chapter 2.36, Planning Commission, of the West Bountiful Municipal Code requires that members of the planning commission shall be appointed by the mayor, with the advice and consent of the city council; and,

WHEREAS, Planning Commission members shall be appointed to four-year terms of office, except that members may be appointed to shorter terms when necessary to ensure staggered terms of office.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that it consents to the Mayor's appointment of the following individuals and respective terms:

<u>Appointee</u>	<u>Office</u>	<u>Term Expires</u>
Denis Hopkinson	Chairman	December 31, 2018
Terry Turner	Commissioner	December 31, 2018

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

Passed and approved by the City Council of West Bountiful City this 3rd day of January, 2015.

Ken Romney, Mayor

Voting by the City Council: Aye Nay

Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember McKean	_____	_____
Councilmember Preece	_____	_____

ATTEST:

Cathy Brightwell, City Recorder

WEST BOUNTIFUL CITY

ORDINANCE #369-15

***AN ORDINANCE AMENDING THE WEST BOUNTIFUL CITY LAND USE
ORDINANCE TO CLARIFY DEFINITIONS RELATED TO DENSITY IN PLANNED
UNIT DEVELOPMENTS***

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

WHEREAS, the West Bountiful City Planning Commission held a public hearing on January 27, 2015 to consider clarification of how the base density in a Planned Unit Development is calculated; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council adoption of language that clarifies density definitions.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT SECTION 17.04.030 DEFINITIONS, AND CHAPTER 17.68 PLANNED UNIT DEVELOPMENT (PUD,) OF THE WEST BOUNTIFUL CITY CODE BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A:

This ordinance will become effective upon signing and posting.

By:

Ken Romney, Mayor

Voting by the City Council: Aye Nay

Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember McKean	_____	_____
Councilmember Preece	_____	_____

Attest:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor and City Council
DATE: January 29, 2015
FROM: Staff
RE: **Density Definition**

For the last couple months, the Planning Commission has been working to draft language that would clarify how the base density in a Planned Unit Development (PUD) application is calculated. The intent by the Planning Commission was to craft the language such that the intent and meaning of the base and bonus density calculations in a PUD application were simple to understand.

A Public Hearing was held on January 27, 2015 where no members of the public commented. The same night, the Planning Commission passed a motion recommending the proposed text changes to City Council.

Section 17.04.030 Definitions:

Not all the definitions included in the packet tonight have been changed. The changes are noted with red text on the "Redline" version. The other existing, unchanged definitions have been included for reference since they are used in the PUD section of the code. The most notable definition changes include a more clear definition of what "buildable area" means in West Bountiful. The density definition has been modified to reflect "lots" instead of "dwelling units". This is of particular note since the Accessory Dwelling Unit ordinance was passed a few years ago which allow properties to have two dwelling units in certain circumstances. Also, the use of "gross" and "net" became unnecessary with the proposed language, so it has been deleted.

Section 17.68.040 Base Density (PUD Code Section)

A clarification was made that the base density was to be the same lot size as if the development were proposed as a standard subdivision using Title 16. Since a "paper" layout would be required to determine how many lots could be achieved using the guidelines required by Title 16, a minimum 1500 square foot buildable area is required on each "paper" lot. The thought by the Planning Commission was that if a lot did not include at least 1500 square feet of "buildable area", then the lot and/or the layout really was not viable anyway.

Section 17.68.110 Density Bonus Calculation

The table included in this section was deleted. It was determined to be redundant to the language included in the text paragraph. The use of the term "net" also became obsolete with the text changes.

Section 17.68.120 Amenity Density Bonus

The words "dwelling units" was exchanged for "lots" since the density is now being expressed in lots per acre instead of dwelling units per acre.

DENSITY DISCUSSION (Redline):

17.04.030 Definitions.

"**Buildable area**" means the portion of a lot remaining after ~~excluding wetlands, streams, drainage conveyance facilities, easements, setbacks, and~~ required yards ~~have been provided, except that land with an average slope exceeding fifteen (15) percent shall not be considered geotechnically buildable unless it is approved by conditional use permit.~~

"**Density**" is a measure of the number of ~~lots dwelling units~~ per acre of area. It shall be expressed as ~~lots dwelling units~~ per acre (~~lotsDU~~/acre).

~~(a) Density, Gross. This is the maximum density that may be permitted in any zoning district.~~

~~(b) Density, Net. This is the maximum density permitted on the buildable portion of the site and is calculated by dividing the total number of lots dwelling units meeting the minimum requirements for the zone by the total area of land by the net buildable site area. This density controls actual site capacity.~~

"**Lot**" means a parcel or portion of land, established for purposes of sale, lease, finance, division of interest or separate use, or separated from other lands by description on a subdivision map and/or parcel map, and having frontage upon a street.

"**Lot area**" means the area contained within the property lines of the individual parcels of land as shown on a subdivision plat or required by this title, excluding any area within an existing street right-of-way, or any area required as open space under this title, and including the area of any easements.

~~Lot Area per Dwelling Unit, Average. "**Average lot area per dwelling unit**" means the average lot area for all dwelling units of a single type. Individual lots may be smaller or larger than the average, provided that the average size is maintained and that all other standards of this title are met.~~

"**Wetlands**" means areas known as marshes, swamps or wetlands, including areas ~~greater than one quarter acre~~ where standing water is retained for a portion of the year and unique vegetation has adapted to the area, or those areas specifically so designed by the Army Corps of Engineers.

"**Yard**" means a required open space on a lot, other than a court, unoccupied and unobstructed from the ground upward, except as permitted elsewhere in this title.

Yard, Front. "**Front yard**" means a space on the same lot with a building, between the front line of the building and the front lot line, and extending across the full width of the lot. The "depth" of the front yard is the minimum distance between the front lot line and the front line of the building. (Note: On a corner lot there are two front yards.)

Yard, Rear. "**Rear yard**" means a space on the same lot with a building, between the rear line of the building and the rear lot line, and extending the full width of the lot. The "depth" of the rear yard is the minimum distance between the rear lot line and the rear line of the building.

Yard, Side. "**Side yard**" means a space on the same lot with a building, between the side line of the building and the side lot line and extending from the front yard to the rear yard. The "width" of the side yard shall be

the minimum distance between the side lot line and the side line of the building. (Note: Corner lots do not have two side yards.)

Chapter 17.68 Planned Unit Development (PUD)

17.68.040 Base Density.

The base density for each Planned Unit Development is the density that would be permitted in the zone in which the proposed development is located if the development were completed as a regular subdivision under Title 16 with each lot containing a minimum buildable area of thirty feet by fifty feet (30' X 50') ~~calculated by multiplying the units per acre allowed in the zone in which the proposed development is located by the total number of acres in the proposed project (the "Base Density")~~. The minimum lot size allowed number of units allowed for the purpose of determining the Base Density of a proposed Planned Unit Development in each residential zone of ~~West Bountiful~~the City ~~is~~are as follows:

<u>Zone</u>	<u>Units Per Acre</u>	<u>Minimum Lot Size Allowed</u>
B-U	1 acre	
A-1	1 (net acreage)	
R-1-22	0.5 acre	2 (one unit per one-half acre) (net acreage)
R-1-10	0.2296 acre	4.356 (one unit per 10,000 square feet) (net acreage)

An applicant may present a flexible project layout for consideration by the City based on the Base Density described above. An applicant may also be eligible for a density bonus as described in Section 17.68.110.

17.68.110 Density Bonus Calculation.

An applicant for a Planned Unit Development may be eligible for a density bonus based on amenities provided in the project. Density in excess of the Base Density may be considered for projects which satisfy the requirements of one or more of the density bonus amenities listed below. Each amenity is assigned a potential density bonus figured as a percentage increase in dwelling units. A density bonus shall not exceed thirty-five (35) percent above the Base Density. ~~The maximum allowed density in each zone is indicated in the table below.~~

<u>Zone</u>	<u>Base Density</u>	<u>Maximum Density</u>
<u>(Units Per Acre)</u>	<u>with 35% Density Bonus</u>	
A-1	1 (net)	1.35 (net)
R-1-22	2 (net)	2.70 (net)
R-1-10	4.356 (net)	5.88 (net)

17.68.120 Amenity Density Bonus.

The Planning Commission may recommend a density bonus for project amenities within a Planned Unit Development, which will be an increase over the Base Density of the applicable zoning district. Amenities for a particular project may vary from those of another project because of project type and market for which the project is being built. Types of amenities may include, but are not limited to, substantial landscaping; public tennis courts; trails; equestrian facilities; recreation facilities, areas and parks; permanent open space; common useable agricultural or farming open spaces; or other similar features. The City shall consider the total project and the proposed amenities, and determine the amount of density bonus, if any, a project may receive. When figuring total project density, the number of ~~lotsdwelling-units~~ will always be rounded down to the nearest ~~lotdwelling-unit~~.

A density bonus shall always be at the option of the Planning Commission. If the Commission determines that a density bonus is not appropriate in a certain area, the bonus will not be given. Additionally, the Commission may limit the number of additional ~~lotsunits~~ allowed in a certain project. In no case shall an amenity density bonus result in an increase of more than thirty-five (35) percent above the Base Density.

DENSITY DISCUSSION (Clean):

17.04.030 Definitions.

"**Buildable area**" means the portion of a lot remaining after excluding wetlands, streams, drainage conveyance facilities, easements, setbacks, and required yards.

"**Density**" is a measure of the number of lots per acre of area. It shall be expressed as lots per acre (lots/acre). The permitted density is calculated by dividing the total number of lots meeting the minimum requirements for the zone by the total area of land.

"**Lot**" means a parcel or portion of land, established for purposes of sale, lease, finance, division of interest or separate use, or separated from other lands by description on a subdivision map and/or parcel map, and having frontage upon a street.

"**Lot area**" means the area contained within the property lines of the individual parcels of land as shown on a subdivision plat or required by this title, excluding any area within an existing street right-of-way, or any area required as open space under this title, and including the area of any easements.

"**Wetlands**" means areas known as marshes, swamps or wetlands, including areas where standing water is retained for a portion of the year and unique vegetation has adapted to the area, or those areas specifically so designed by the Army Corps of Engineers.

"**Yard**" means a required open space on a lot, other than a court, unoccupied and unobstructed from the ground upward, except as permitted elsewhere in this title.

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Chapter 17.68 Planned Unit Development (PUD)

17.68.040 Base Density.

The base density for each Planned Unit Development is the density that would be permitted in the zone in which the proposed development is located if the development were completed as a regular subdivision under Title 16 with each lot containing a minimum buildable area of thirty feet by fifty feet (30' X 50') ("**Base**

Density”). The minimum lot size allowed for the purpose of determining the Base Density of a proposed Planned Unit Development in each residential zone of the City is as follows:

<u>Zone</u>	<u>Minimum Lot Size Allowed</u>
B-U	1 acre
A-1	1
R-1-22	0.5 acre
R-1-10	0.2296 acre (10,000 square feet)

An applicant may present a flexible project layout for consideration by the City based on the Base Density described above. An applicant may also be eligible for a density bonus as described in Section 17.68.110.

17.68.110 Density Bonus Calculation.

An applicant for a Planned Unit Development may be eligible for a density bonus based on amenities provided in the project. Density in excess of the Base Density may be considered for projects which satisfy the requirements of one or more of the density bonus amenities listed below. Each amenity is assigned a potential density bonus figured as a percentage increase in dwelling units. A density bonus shall not exceed thirty-five (35) percent above the Base Density.

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A density bonus shall always be at the option of the Planning Commission. If the Commission determines that a density bonus is not appropriate in a certain area, the bonus will not be given. Additionally, the Commission may limit the number of additional lots allowed in a certain project. In no case shall an amenity density bonus result in an increase of more than thirty-five (35) percent above the Base Density.

RESOLUTION NO. 356-15

A RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF WEST BOUNTIFUL APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST BOUNTIFUL AND THE REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of West Bountiful, Utah (the “City”) and the Redevelopment Agency of West Bountiful City (the “Agency”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an Amended Interlocal Agreement with the Agency whereby the City would remit to the Agency a portion of the property tax increment generated within the West Bountiful Legacy Community Development Project Area, (the “Project Area”) which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Bountiful City as follows:

1. The Interlocal Cooperation Agreement between the City and the Agency, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the City by the Mayor and City Recorder. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.

4. The City is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the City's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of West Bountiful, Utah this 3rd day of February, 2015.

Ken Romney, Mayor
West Bountiful City

Attest:

Cathy Brightwell, City Recorder

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

THIS AMENDMENT TO INTER-LOCAL AGREEMENT is made and entered into as of the ___ day of February 2015, by and between the **REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY**, a redevelopment agency created under Utah law (the “Agency”), and **WEST BOUNTIFUL CITY**, a political subdivision of the State of Utah (the “City”), in contemplation of the following facts and circumstances:

A. **WHEREAS** the Agency was created and organized pursuant the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §§ 17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (2006) (the “Act”), and is authorized and empowered there under to undertake various activities and actions pursuant to the Act;

B. **WHEREAS** the Inter-Local Agreement (the “Agreement”), which is attached hereto as Exhibit “A”, was executed by the City and the Agency on January 3, 2012;

C. **WHEREAS** the Agency has been diligently working with the property owners and developer to create a beneficial development for the citizens of West Bountiful City.

D. **WHEREAS** due to unforeseen complications that have risen from working with the property owners and developer, it has become necessary and desirable to amend the Interlocal Agreement dated January 3, 2012 and to modify, amend, and restate it as provided in the following amended sections of the original Interlocal Agreement.

All other sections that appeared in the original Interlocal Agreement remain in full force and effect. These Amended Interlocal Agreement sections, along with the remaining sections of the original Interlocal Agreement not addressed in this document are hereby designated as the official Interlocal Agreement, and hereby supersede the original Interlocal Agreement.

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. City’s Agreement and Consent.

b. Agreement and Consent Regarding Payment of Tax Increment to Agency. Pursuant to Utah Code Ann. § 17C-4-201 (2)(b) and § 11-13-215, the City hereby agrees and consents that the Agency shall be paid 40% of the City’s share of the tax increment for the Project Area (the “City’s Share”) for fifteen (15) consecutive tax years, starting with the first tax year regarding which the Agency requests and receives tax increment from the Project Area, which first tax year shall not be later than tax year 2017. The City’s Share of tax increment paid to the Agency shall be used by the Agency for the purposes set forth in Utah Code Ann. § 17C-4-201(1), for the purpose of providing funds to the Agency to carry out the Project Area Plan, and for the Agency to assist potential developers in offsetting costs and expenses which will be necessary to construct and install certain Municipal Improvements which include but are not limited to the construction and installation of certain public on and off-site improvements for or relating to the Project Area, including sanitary sewer lines, culinary water lines, storm water lines, public roads, curb, gutter, sidewalk and such other improvements as required by the City (the “**Municipal Improvements**”) and other development related costs needed to serve the Project Area. If the Agency receives in less than the specified fifteen (15) years tax increment from the Project Area sufficient to accomplish the purposes set forth above, including but not limited to retiring, paying, or otherwise satisfying all of the related payment obligations of the Agency with regard to the same, including debt service on any bonds issued to finance related costs, then the Agency will cease collecting the City’s Share under this Agreement, the Agency shall give notice thereof to the City and thereafter the City’s Share shall remain with the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: West Bountiful City
a political subdivision of the State of Utah

Attest:

By: _____
Ken Romney
Mayor, West Bountiful

Cathy Brightwell, City Recorder

Approved as to form:

Attorney for West Bountiful

Agency: REDEVELOPMENT AGENCY OF WEST BOUNTIFUL
CITY,
a municipal agency of the state of Utah

By: _____
Ken Romney, Chair
Redevelopment Agency of West Bountiful Board

Attest:

Cathy Brightwell, Secretary

Approved as to form:

Attorney for Agency

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into as of the 3rd day January, 2012, by and between the **REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY**, a community development and renewal agency created under Utah law (the “**Agency**”), and the **WEST BOUNTIFUL CITY**, a political subdivision of the State of Utah (the “**City**”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated (“**UCA**”), has operated under the replacement act known as the Utah Redevelopment Agencies Act, UCA § 17A-2-1201 *et seq.* (2000), and currently continues to operate under the provisions of the extant successor statute, the Community Development and Renewal Agencies Act, Title §17C Chapters 1 through 4, UCA (2006) (the “**Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Act; and

B. **WHEREAS**, the Agency has been formed, among other purposes, to assist the City in the development of certain properties the development of which will advance the policies, goals and objectives of the City’s general plan, preserve and maintain the natural environment desired by the citizens of the City, contribute to capital improvements which substantially benefit the City, create economic benefits to the City and improve the public health, safety and welfare of its citizens; and

C. **WHEREAS**, pursuant to the Act, on August 3, 2010 the Agency established the West Bountiful Legacy Community Development Project Area, the boundaries of which are described in Exhibit “A” (the “**Project Area**”), through adoption of the Community Development Project Area Plan for the West Bountiful Legacy Community Development Project Area and

D. **WHEREAS**, the Agency has also adopted the related Project Area Budget to govern the use of tax increment funds within the Project Area and surrounding areas; and

E. **WHEREAS**, the development of the Project Area will require significant public infrastructure costs and expenses in order to develop the Project Area and the Agency desires to assist in providing public infrastructure to spur development of the Project Area and surrounding areas of the community; and

F. **WHEREAS**, pursuant to interlocal agreements with taxing entities the Act authorizes funding of community development project areas and plans, such as the Project Area and Plan, with property tax increment, and Section 17C-4-201 of the Act authorizes a taxing entity to “consent to the [A]gency receiving the taxing entity’s tax increment . . . for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

G. **WHEREAS**, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

H. **WHEREAS**, the City is willing to consent that the Agency receive a portion of the City’s tax increment revenues attributable to the Project Area in accordance with the terms of this Agreement; and

I. **WHEREAS**, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”); and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc. to provide a feasibility analysis of the potential development of the Project Area and confirm the justification of the use of tax increment revenue, and a copy of said analysis is included in the Project Area Plan, Exhibit "B"; and

K. **WHEREAS**, the Agency has requested the City, Davis County (the "**County**"), and other special service districts/taxing entities to provide tax increment funds for the development of the Project Area by consenting and agreeing that the County, pursuant to the provisions of the Act, remit to the Agency for a specified period of time specified portions of the increased real and personal property tax revenues which will be generated by future development within the Project Area; and

L. **WHEREAS**, the City is willing to consent and agree that the County remit such payments to the Agency in order to permit the Agency to provide assistance for the development of the Project Area; and

M. **WHEREAS**, the Parties desire to set forth their agreement in writing.

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

1. **District's Agreement and Consent**

a. **Base Year and Base Taxable Value.** The Parties agree that for purposes of calculation of the City's share of tax increment from the Project Area to be paid by the City to the Agency pursuant to this Agreement, the base year shall be 2010, and the base taxable value shall be the 2010 assessed taxable value of all real and personal property within the Project Area, which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. Based upon review of Davis County and Utah State Tax Commission records, the Parties estimate that the 2010 base taxable value of the Project Area will be approximately \$3,870,232.

b. **Agreement and Consent Regarding Payment of Tax Increment To Agency.** Pursuant to Utah Code Ann. § 17C-4-201(2)(b) and § 11-13-215, the City hereby agrees and consents that the Agency shall be paid 40% of the City's share of the tax increment from the Project Area (the "**City's Share**") for fifteen (15) consecutive tax years, starting with the first tax year regarding which the Agency requests and receives tax increment from the Project Area, which first tax year shall not be later than tax year 2014. The City's Share of tax increment paid to the Agency shall be used by the Agency for the purposes set forth in Utah Code Ann. § 17C-4-201(1), for the purpose of providing funds to the Agency to carry out the Project Area Plan, and for the Agency to assist potential developers in offsetting costs and expenses which will be necessary to construct and install certain Municipal Improvements which include but are not limited to the construction and installation of certain public on and off-site improvements for or relating to the Project Area, including sanitary sewer lines, culinary water lines, storm water lines, public roads, curb, gutter, sidewalk and such other improvements as required by the City (the "**Municipal Improvements**") and other development related costs needed to serve the Project Area. If the Agency receives in less than the specified fifteen (15) years tax increment from the Project Area sufficient to accomplish the purposes set forth above, including but not limited to retiring, paying, or otherwise satisfying all of the related payment obligations of the Agency with regard to the same, including debt service on any bonds issued to finance related costs, then the Agency will cease collecting the City's Share under this Agreement, the Agency shall give notice thereof to the County and thereafter the City's Share shall be paid by the County to the City.

c. **Calculation and Payment of Annual Tax Increment.** The calculation of the annual tax increment shall be made as required by Utah Code Ann. § 17C-1-102(44)(a), using the City's then current tax levy rate. The County shall pay directly to the Agency the City's Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.b. above.

2. **Agreements with Developers.** The Agency is authorized to enter into an agreement or agreements with the potential developers which shall provide for the payment of certain amounts to potential developers based upon the potential developers' meeting of certain performance measures as outlined in said agreement(s). Such agreement(s) shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to potential developers that the potential developers, or their approved successors in title as owners of property within the Project Area, shall pay any and all taxes and assessments which shall be assessed against such property in accordance with levies made by applicable taxing entities in accordance with the laws of the state of Utah applicable to such levies.

3. **County Collection Costs Excluded.** Any component of real and personal property taxes retained by the County pursuant to law as payment for costs incurred in the collection of real and personal property taxes is excluded from the calculation of tax increment to be paid by the City to the Agency pursuant to this Agreement.

4. **Authority to Bind.** Each Party represents and warrants that the individual executing this Agreement on behalf of such Party is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

5. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

6. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and sent by facsimile transmission to the facsimile number indicated, or delivered to an officer or duly authorized representative of the other Party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

If to City: West Bountiful City
Attn: Mayor
550 N 800 W
West Bountiful, UT 84087
Facsimile: (801) 292-4486

If to Agency: The Redevelopment Agency of West Bountiful City
Attn: Board Chair
550 North 800 West
West Bountiful, UT 84087
Facsimile: (801) 381-1872

Any Party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above.

7. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

8. **No Third Party Benefit.** The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. There are no intended third Party beneficiaries to this Agreement.

9. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

11. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the Parties hereto.

12. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the Parties hereto agree to submit to the jurisdiction of such court.

14. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot consent that the City pay, or declares that the City cannot pay, and/or that the Agency cannot receive, payments of the tax increment as contemplated by this Agreement, declares that the Agency cannot pay tax increment to the potential developers, or takes any other action which has the effect of eliminating or reducing the payments of tax increment received by the Agency, the Agency's obligation to pay the tax increment payments to the potential developers shall be reduced or eliminated accordingly. The Agency and the City agree to take such steps as are reasonably required to not permit the payment and/or receipt of the subject tax increment to be declared invalid.

15. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

16. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

17. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

18. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency and the Mayor of the City are hereby designated the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the City's Share for the 15-year period referred to above has been paid to and disbursed by the Agency as provided for herein, but in any event unless amended this Agreement shall terminate a later than January 1, 2032;

f. Immediately after execution of this Agreement by both Parties, the Agency shall cause to be published on behalf of both Parties a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the Parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day specified above.

[SIGNATURES FOLLOW]

City: West Bountiful City
a political subdivision of the State of Utah

Attest:


Recorder

By: 
Its: Mayor

Attorney Review for West Bountiful City:

The undersigned, as counsel for the District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for West Bountiful City



Agency: THE REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY
a political subdivision of the state of Utah

Attest:


Secretary

By: 
Ken Romney
Its: Chair

Attorney Review for the Agency:

The undersigned, as counsel for the Redevelopment Agency of West Bountiful City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for Redevelopment Agency of
West Bountiful City



EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of the Project Area

The following described real property is located in Davis County, Utah:

A parcel of land located in the Southeast and Southwest Quarters of Section 14, Southeast and Northeast Quarters of Section 22, Northeast, Southwest and Northwest Quarters of Section 23 Township 2 North Range 1 West Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at point North 0° 05' 15" East 761.31 from the Southeast Corner of Section 22 Township 2 North Range 1 West Salt Lake Base and Meridian and running thence North 0° 05' 15" East 179.00 feet; thence North 90° 00' 00" West 231.00 feet; thence North 0° 05' 15" East 379.60 feet; thence North 90° 00' 00" East 231.00 feet; thence North 0° 05' 15" East 1318.09 feet along the Section Line to the Section Corner; thence South 89° 56' 55" West 1454.54 feet along the Section Line to the west Right of Way line of the Legacy Highway and said point being located on a 2285.76 foot radius curve to the right (Chord Bearing North 31° 31' 45" East Chord Length 705.15 feet); thence (1) 707.98 feet along the arc of said curve; thence (2) North 40° 28' 06" East 1683.83 feet to the north Right of Way line of 1200 North Street; thence along said Right of Way line North 89° 56' 26" East 1230.27 feet; thence South 01° 06' 38" West 60.02 feet; thence South 05° 00' 46" East 394.47 feet along the west boundary of Parcel 06-027-0086; thence North 89° 59' 41" East 174.47 feet; thence North 0° 37' 03" West 15.85 feet; thence South 89° 52' 30" East 712.06 feet; thence South 0° 05' 53" West 412.93 feet; thence South 89° 31' 43" West 475.13 feet; thence South 10° 24' 12" East 470.11 feet; thence North 88° 41' 44" West 417.49 feet; thence South 04° 52' 55" East 1066.03 feet; thence South 04° 33' 58" East 320.18 feet; thence South 0° 24' 54" East 27.54 feet to a monument located in the 400 North and 1450 West Streets intersection; thence South 04° 55' 56" East 1010.43 feet; thence South 05° 02' 17" East 114.21 feet to a monument located in the Millbridge Lane and 1450 West Streets intersection; thence North 89° 57' 03" East 41.08 feet to a point on the Section 23 Quarter Section line; thence South 0° 02' 57" East 1755.59 feet along said Quarter Section to a point on the West Bountiful City boundary; thence following the City boundary the following three (3) courses (1) North 89° 52' 57" West 265.33 feet; thence (2) North 0° 04' 22" East 618.07 feet; thence (3) South 89° 59' 27" West 2376.69 feet to the point of beginning.

Parcel contains 320.40 acres more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan including the required Cost/Benefit Economic Analysis

RESOLUTION NO. 357-15

A RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF WEST BOUNTIFUL APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST BOUNTIFUL AND THE REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY AND THE REDEVELOPMENT AGENCY OF WOODS CROSS CITY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of West Bountiful, Utah (the “City”) and the Redevelopment Agency of West Bountiful City and the Redevelopment Agency of Woods Cross City (the “Agencies”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an Amended Interlocal Agreement with the Agencies whereby the City would remit to the Agencies a portion of the property tax increment generated within the Joint Legacy Community Development Project Area, (the “Project Area”) which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the City as follows:

1. The Interlocal Cooperation Agreement between the City and the Agencies, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the City by the Mayor and City Recorder. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.

4. The City is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the City's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of West Bountiful, Utah this ___ day of February, 2015.

Ken Romney, Mayor,
West Bountiful City

Attest:

Cathy Brightwell, City Recorder

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO INTER-LOCAL AGREEMENT

THIS AMENDMENT TO INTER-LOCAL AGREEMENT is made and entered into this ____ day of February 2015, by and between the **REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY**, a community development and renewal agency created under Utah law, the **REDEVELOPMENT AGENCY OF WOODS CROSS CITY** a community development and renewal agency created under Utah law, (the “Agencies”), and **WEST BOUNTIFUL CITY**, a political subdivision of the State of Utah (the “City”), in contemplation of the following facts and circumstances:

A. **WHEREAS** the Agencies were created and organized pursuant the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §§ 17A-2-1201 *et seq.* (2000), and continue to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (2006) (the “Act”), and is authorized and empowered there under to undertake various activities and actions pursuant to the Act;

B. **WHEREAS** the Inter-Local Agreement (the “Agreement”), which is attached hereto as Exhibit “A”, was executed by the City and the Agencies on November 15, 2011;

C. **WHEREAS** the Agencies have been diligently working with the property owners and developer to create a beneficial development for the citizens of Woods Cross City and West Bountiful City (the “Cities”).

D. **WHEREAS** due to unforeseen complications that have risen from working with the property owners and developer, it has become necessary and desirable to amend the Interlocal Agreement dated November 15, 2011 and to modify, amend, and restate it as provided in the following amended sections of the original Interlocal Agreement.

All other sections that appeared in the original Interlocal Agreement remain in full force and effect. These Amended Interlocal Agreement sections, along with the remaining sections of the original Interlocal Agreement not addressed in this document are hereby designated as the official Interlocal Agreement, and hereby supersede the original Interlocal Agreement.

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. **City’s Agreement and Consent.**

b. **Agreement and Consent Regarding Payment of Tax Increment to Agency.** Pursuant to Utah Code Ann. § 17C-4-201 (2)(b) and § 11-13-215, the City hereby agrees and consents that the Agencies shall be paid 75% of the City’s share of the tax increment for the Project Area (the “City Share”) for twenty (20) consecutive tax years, starting with the first tax year regarding which the Agencies requests and receives tax increment from the Project Area, which first tax year shall not be later than tax year 2017. The City’s Share of tax increment paid to the Agencies shall be used by the Agencies for the purposes set forth in Utah Code Ann. § 17C-4-201(1), for the purpose of providing funds to the Agencies to carry out the Project Area Plan, and for the Agencies to assist potential developers in offsetting costs and expenses which will be necessary to construct and install certain Municipal Improvements which include but are not limited to the construction and installation of certain public on and off-site improvements for or relating to the Project Area, including sanitary sewer lines, culinary water lines, storm water lines, public roads, curb, gutter, sidewalk and such other improvements as required by the Cities (the “**Municipal Improvements**”) and other development related costs needed to serve the Project Area. If the Agencies receives in less than the specified twenty (20) years tax increment from the Project Area sufficient to accomplish the purposes set forth above, including but not limited to retiring, paying, or otherwise satisfying all of the related payment obligations of the Agencies with regard to the same, including debt service on any bonds issued to finance related costs,

then the Agencies will cease collecting the City's Share under this Agreement, the Agencies shall give notice thereof to the City and thereafter the City's Share shall remain with the City.

18. **Interlocal Cooperation Act.**

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the County Share for the 20-year period referred to above has been paid to and disbursed by the Agencies as provided for herein, but in any event unless amended this Agreement shall terminate no later than January 1, 2037.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day specified above.

City: WEST BOUNTIFUL CITY,
a political subdivision of the State of Utah

Attest:

By: _____
Ken Romney
Mayor, West Bountiful City

Cathy Brightwell, City Recorder

Approved as to form:

Attorney for City

Agency: REDEVELOPMENT AGENCY OF WEST BOUNTIFUL
CITY,
a political subdivision of the state of Utah

Attest:

By: _____
Ken Romney, Chair
Redevelopment Agency Board

Cathy Brightwell, Secretary

Approved as to form:

Attorney for Agency

Agency: REDEVELOPMENT AGENCY OF WOODS CROSS
CITY,
a political subdivision of the state of Utah

Attest:

By: _____
Rick Earnshaw, Chair of the Redevelopment Agency
Board

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
AMENDMENT TO AMENDED INTER-LOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into as of the 15th day of November, 2011, by and among the **REDEVELOPMENT AGENCY OF WOODS CROSS CITY**, a community development and renewal agency created under Utah law, the **REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY**, a community development and renewal agency created under Utah law (the “**Agencies**”), and **WEST BOUNTIFUL CITY**, a political subdivision of the State of Utah, in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agencies were created and organized pursuant to the provisions of the former Utah Neighborhood Development Act, Utah Code Annotated (“**UCA**”), has operated under the replacement act known as the Utah Redevelopment Agencies Act, UCA § 17A-2-1201 *et seq.* (2000), and currently continues to operate under the provisions of the extant successor statute, the Community Development and Renewal Agencies Act, Title §17C Chapters 1 through 4, UCA (2006) (the “**Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Act; and

B. **WHEREAS**, the Agencies have been formed, among other purposes, to assist Woods Cross City and West Bountiful City (the “**Cities**”) in the development of certain properties the development of which will advance the policies, goals and objectives of the Cities’ general plan, preserve and maintain the natural environment desired by the citizens of the Cities, contribute to capital improvements which substantially benefit the Cities, create economic benefits to the Cities and improve the public health, safety and welfare of the citizens of the Cities; and

C. **WHEREAS**, pursuant to the Act, on August 3, 2010 the Agencies established the West Bountiful/Woods Cross Joint Legacy Gateway Community Development Project Area, the boundaries of which are described in Exhibit “A” (the “**Project Area**”), through adoption of the Community Development Project Area Plan for the West Bountiful/Woods Cross Joint Legacy Gateway Community Development Project Area; and

D. **WHEREAS**, the Agencies have also adopted the related Project Area Budget to govern the use of tax increment funds within the Project Area and surrounding areas; and

E. **WHEREAS**, the development of the Project Area will require significant public infrastructure costs and expenses in order to develop the Project Area and the Agencies desire to assist in providing public infrastructure to spur development of the Project Area and surrounding areas of the community; and

F. **WHEREAS**, pursuant to interlocal agreements with taxing entities the Act authorizes funding of community development project areas and plans, such as the Project Area and Plan, with property tax increment, and Section 17C-4-201 of the Act authorizes a taxing entity to “consent to the [A]genc[ies] receiving the taxing entity’s tax increment . . . for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

G. **WHEREAS**, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

H. **WHEREAS**, West Bountiful City is willing to consent that the Agencies receive a portion of West Bountiful City’s tax increment revenues attributable to the Project Area in accordance with the terms of this Agreement; and

I. **WHEREAS**, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as

amended (the “**Cooperation Act**”); and

J. **WHEREAS**, the Agencies have retained Lewis Young Robertson & Burningham, Inc. to provide a feasibility analysis of the potential development of the Project Area and confirm the justification of the use of tax increment revenue, and a copy of said analysis is included in the Project Area Plan, Exhibit “B”; and

K. **WHEREAS**, the Agencies have requested the Cities, Davis County (the “**County**”) and other special service districts/taxing entities to provide tax increment funds for the development of the Project Area by consenting and agreeing that the County, pursuant to the provisions of the Act, remit to the Agencies for a specified period of time specified portions of the increased real and personal property tax revenues which will be generated by future development within the Project Area; and

L. **WHEREAS**, West Bountiful City is willing to consent and agree that the County remit such payments to the Agencies in order to permit the Agencies to provide assistance for the development of the Project Area; and

M. **WHEREAS**, the Parties desire to set forth their agreement in writing.

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

1. **District’s Agreement and Consent.**

a. **Base Year and Base Taxable Value.** The Parties agree that for purposes of calculation of West Bountiful’s share of tax increment from the Project Area to be paid by the County to the Agencies pursuant to this Agreement, the base year shall be 2010, and the base taxable value shall be the 2010 assessed taxable value of all real and personal property within the Project Area, which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. Based upon review of Davis County and Utah State Tax Commission records, the Parties estimate that the 2010 base taxable value of the Project Area will be approximately \$539,852.

b. **Agreement and Consent Regarding Payment of Tax Increment To Agencies.** Pursuant to Utah Code Ann. § 17C-4-201(2)(b) and § 11-13-215, West Bountiful City hereby agrees and consents that the Agencies shall be paid 75% of West Bountiful City’s share of the tax increment from the Project Area for twenty (20) consecutive tax years, starting with the first tax year regarding which the Agencies requests and receives tax increment from the Project Area, which first tax year shall not be later than tax year 2014. The West Bountiful City Share of tax increment paid to the Agencies shall be used by the Agencies for the purposes set forth in Utah Code Ann. § 17C-4-201(1), for the purpose of providing funds to the Agencies to carry out the Project Area Plan, and for the Agencies to assist potential developers in offsetting costs and expenses which will be necessary to construct and install certain Municipal Improvements which include but are not limited to the construction and installation of certain public on and off-site improvements for or relating to the Project Area, including landscaping, trail improvements, sanitary sewer lines, culinary water lines, storm water lines, public roads, curb, gutter, sidewalk and such other improvements as required by the Cities (the “**Municipal Improvements**”) and other development related costs needed to serve the Project Area. If the Agencies receive in less than the specified twenty (20) years tax increment from the Project Area sufficient to accomplish the purposes set forth above, including but not limited to retiring, paying, or otherwise satisfying all of the related payment obligations of the Agencies with regard to the same, including debt service on any bonds issued to finance related costs, then the Agencies will cease collecting the West Bountiful City Share under this Agreement, the Agencies shall give notice thereof to the County and thereafter the West Bountiful City Share shall be paid by the County to West Bountiful City.

c. **Calculation and Payment of Annual Tax Increment.** The calculation of the annual tax increment shall be made as required by Utah Code Ann. § 17C-1-102(44)(a), using the West Bountiful City's then current tax levy rate. The County shall pay directly to the Agencies the West Bountiful City share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.b. above.

2. **Agreements with Developers.** The Agencies are authorized to enter into an agreement or agreements with the potential developers which shall provide for the payment of certain amounts to potential developers based upon the potential developers' meeting of certain performance measures as outlined in said agreement(s). Such agreement(s) shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to potential developers that the potential developers, or their approved successors in title as owners of property within the Project Area, shall pay any and all taxes and assessments which shall be assessed against such property in accordance with levies made by applicable taxing entities in accordance with the laws of the state of Utah applicable to such levies.

3. **County Collection Costs Excluded.** Any component of real and personal property taxes retained by the County pursuant to law as payment for costs incurred in the collection of real and personal property taxes is excluded from the calculation of tax increment to be paid by the County to the Agencies pursuant to this Agreement.

4. **Authority to Bind.** Each Party represents and warrants that the individual executing this Agreement on behalf of such Party is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

5. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

6. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and sent by facsimile transmission to the facsimile number indicated, or delivered to an officer or duly authorized representative of the other Party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

If to City: West Bountiful City
Attn: Mayor
550 North 800 West
West Bountiful, UT 84087
Facsimile: (801) 292-6355

If to Agencies: The Redevelopment Agency of Woods Cross City
Attn: Board Chair
1555 South 800 West
Woods Cross, UT 84087
Facsimile: (801) 292-2225

The Redevelopment Agency of West Bountiful City
Attn: Board Chair
550 North 800 West
West Bountiful, UT 84087
Facsimile: (801) 292-6355

Any Party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after

mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above.

7. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

8. **No Third Party Benefit.** The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. There are no intended third Party beneficiaries to this Agreement.

9. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

11. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the Parties hereto.

12. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the Parties hereto agree to submit to the jurisdiction of such court.

14. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that West Bountiful City cannot consent that West Bountiful City pay, or declares that West Bountiful City cannot pay, and/or that the Agencies cannot receive, payments of the tax increment as contemplated by this Agreement, declares that the Agencies cannot pay tax increment to the potential developers, or takes any other action which has the effect of eliminating or reducing the payments of tax increment received by the Agencies, the obligation of the Agencies to pay the tax increment payments to the potential developers shall be reduced or eliminated accordingly. The Agencies and West Bountiful City agree to take such steps as are reasonably required to not permit the payment and/or receipt of the subject tax increment to be declared invalid.

15. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

16. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

17. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

18 **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agencies, respectively, and the Mayor of West Bountiful City are hereby designated the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the West Bountiful City Share for the 20-year period referred to above has been paid to and disbursed by the Agencies as provided for herein, but in any event unless amended this Agreement shall terminate no later than January 1, 2035;
- f. Immediately after execution of this Agreement by the Parties, the Agencies shall cause to be published on behalf of the Parties a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the Parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day specified above.

[SIGNATURES FOLLOW]

City: West Bountiful City
a political subdivision of the State of Utah

Attest:


Secretary

By:


Its: Mayor

Attorney Review for the City:

The undersigned, as counsel for West Bountiful City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for City



Agency: THE REDEVELOPMENT AGENCY OF WOODS CROSS CITY
a political subdivision of the state of Utah

Attest:


Gary Uresk, Executive Director

By:


Kent M. Parry, Chairman



Attorney Review for the Agency:

The undersigned, as counsel for the Redevelopment Agency of Woods Cross City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for Redevelopment Agency of
Woods Cross City

Agency: THE REDEVELOPMENT AGENCY OF WEST BOUNTIFUL CITY
a political subdivision of the state of Utah

Attest:


Secretary

By:


Ken Romney
Its: Chair

Attorney Review for the Agency:

The undersigned, as counsel for the Redevelopment Agency of West Bountiful City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for Redevelopment Agency of
West Bountiful City



EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of the Project Area

The following described real property is located in Davis County, Utah:

Part of the North half of Section 27 and part of the South East Quarter of Section 22, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Woods Cross City, Davis County, Utah, and being described as follows:

Beginning the Southeast Corner of said Section 22 thence as follows:

N 00°05'15" E 761.31 feet to the current North boundary line of Woods Cross City; thence
N 00° 05'15" E 179.00 feet along the section line and the current West boundary line of West Bountiful City; thence
N 90°00'00" W 231.00 feet along the current South Boundary line of West Bountiful City; thence
N 00°05'15" E 379.60 feet along the current West Boundary Line of West Bountiful City; thence
N 90° 00'00" E 231.00 feet along the current North Boundary line of West Bountiful City; to the Section line thence
N 00°05'15" E 1318.09 feet along the section line to the section corner; thence
S 89°56'55" W 1454.54 feet along the Section line to the West line of Legacy Highway; thence along the said Legacy Highway, the following 9 courses:
Southwesterly 174.01' feet along a curve to the Left (R=2285.76', T=87.05, CHB= S20°27'04"W, CH=173.96');
S 18°16'13" W 1218.96 feet;
Southwesterly 361.05 feet along a curve to the Right (R=2083.33', T=180.98' CHB= S23°14'06"W, CH=360.59');
S 28°11'59" W 680.67 feet;
Southwesterly 399.28 feet along a curve to the Right (R=2082.99', T=200.25, CHB= S33°41'25"W, CH=398.67');
S 39°10'54" W 295.03 feet;
S 17°00'54" W 102.83 feet;
Southwesterly 163.21 feet along a curve to the Left (R=524.93', T=82.27', CHB=S08°06'29"W, CH=162.55');
S 00°47'56"E 232.04 feet; thence
N 89°12'09" E 2811.31 feet along centerline of 500 South Street to a point on the section line; thence
N 00°19'54" E 627.62 feet along the section line to the point of beginning.

Containing: 6,847,332.47 sq. ft. 157.19 acres more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan including the required Cost/Benefit Economic Analysis



MEMORANDUM

TO: Mayor and City Council
DATE: January 29, 2015
FROM: Staff
RE: **Prospector Trail Fence**

The need for a protective fence between the golf course and the Prospector Trail significantly increased this past year when Bountiful Power removed all of the mature trees between the course and the trail. The trees had previously provided a buffer between errand golf balls and persons on the trail.

The original plan was to fence only sections of the trail that had the highest potential for errand golf balls. This concept is reflected in the project's current \$50,000 budget. Upon a more in depth evaluation, the concept of intermittently starting and stopping the fence did not make sense. The design which was released to contractors for pricing includes a fence the entire frontage of the golf course with an option to be ten feet and an option for twelve feet high. The proposal is to construct the fence four feet off the asphalt trail.

The City received proposals from six contractors. Depending on which height option is chosen, will determine which contractor represents the best value to the City. The bid summaries are as follows:

<u>Contractor</u>	<u>10' Fence</u>	<u>12' Fence</u>
American Fence	\$101,641	\$115,597
Vinyl Industries	\$ 95,261	\$118,618
Mountain States Fence	\$ 95,533	\$116,458
Custom Fence	\$101,700	\$120,675
Brimhall's Fence Co.	\$101,850	\$126,000
England Construction	\$127,075	\$143,031

The cost is about 12% higher than what was quoted to staff last fall. It is not clear whether that the cost is a result of a formal bid process, UTA requirements or construction cost escalations. Based on these higher costs, staff will continue exploring alternatives for discussion in preparation for Tuesday's meeting.

The \$50,000 currently budgeted for this project is from the RAP Tax fund. Staff is suggesting that if the City Council approves a contract for either fence option, the funding source be changed from RAP tax to Park Impact Fees. If the 10 foot fence option were selected, staff is recommending Vinyl Industries be selected. If the 12' option is chosen, American Fence represents the best value to the City.

MEMORANDUM



TO: Mayor and City Council
DATE: January 29, 2015
FROM: Staff
RE: **400 North UDOT Overpass Fence Options**

The design for the 400 North overpass replacement is now complete and construction is scheduled to begin in about 30 days. In a recent meeting with UDOT, they presented the city with the costs for various fence options. The UDOT construction budget includes the replacement cost of a 6' high 2" galvanized mesh chain link fence over I-15, but not the replacement of the fence over the railroad tracks. So there will be a point in UDOT's design where a new chain link fence butts into the old, existing chain link fence. UDOT also has \$22,000 for aesthetic treatments for the 400 North overpass project. Uses for this money could include landscape upgrades, fencing upgrades, etc.

The City has some input as to how the aesthetic money is used. If any aesthetic treatments exceed \$22,000, the City is responsible for the difference. If the new fence along the overpass is chain link, UDOT will maintain it. If the fence is any other material, the City is responsible for the maintenance. The anticipated costs for the various fence options are:

- | | |
|---|--|
| 1. 2" Galvanized Chain Link over I-15 | \$0 |
| 2. 2" PVC Coated Chain Link over I-15 | \$7000 (estimated) |
| 3. 1" PVC Coated Chain Link over I-15 | \$14,800 |
| 4. Rod Iron over I-15 | \$19,600 |
| 5. 2" Galvanized Chain Link over Railroad | \$30,000 (Estimated. New fence over R/R must be 10') |
| 5. 1" PVC Coated Chain Link over Railroad | \$38,400 (In addition to I-15 fencing costs) |

Any aesthetic money not used on the 400 North overpass, can be transferred to 500 South and used for aesthetic upgrades there.



LAKESIDE GOLF COURSE

2014 SEASON REPORT

January 2015

Section 1: Introduction

Section 2: Financials

Section 3: Play

Section 4: Facilities

Section 5: Next Season

Section 1: Introduction

The 2014 season was a big step in the right direction for Lakeside Golf Course. Improvements to the facilities, extraordinary golf course conditions, and superb spring/fall weather helped Lakeside have one of its most successful years. Management strongly believes that the continued combination of excellent customer service and prudent updates will elevate Lakeside to among the best municipal golf courses in the state and a superb asset to the City.

In 2014, it was clear that golfers, leagues, and tournament organizers all recognized West Bountiful City's investments from the last few years. This recognition was evidenced most strongly by the increase in private tournaments. The season also saw the resurgence of a youth league and growth in the seniors' league. Overall, **the course saw a year-over-year revenue increase of over \$100K and its highest grossing season in 5 years.**

To continue and build upon 2014's success, management plans to focus on the following areas from the upcoming season:

- Continue emphasis on customer service;
- Increase membership in all leagues, specifically the men's and youth leagues;
- Retain tournaments from last season while scheduling an additional 15 new tournaments;
- Add flexibility to pricing and promotions to maximize weekly revenue figures;
- Continue making targeted course/amenity improvements that will deliver returns on investment;
- Begin paying down obligations to other city funds;

Management would like to thank the City Council, city staff, residents, and golfers for the successful year. There remain several areas for improvement at Lakeside, and the continued potential for growth is exciting.

Finally, as note to this year's report, Lakeside has struggled in the past to consistently track the same information year-over-year. One of the primary purposes of this report is to establish a solid foundation and benchmark to measure against as we continue down our path towards excellence.

Paul Hold, Golf Director

5 YEAR GROSS REVENUE COMPARISON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	\$1,633	\$15,651	\$66,753	\$82,618	\$111,660	\$131,963	\$109,398	\$114,088	\$89,569	\$75,722	\$40,931	\$23,369	\$863,357
2013	\$59	\$121	\$47,537	\$76,396	\$107,041	\$124,174	\$107,427	\$105,930	\$75,669	\$59,089	\$40,799	\$9,613	\$753,856
2012	\$7,505	\$6,825	\$59,395	\$81,174	\$113,853	\$127,503	\$113,913	\$106,693	\$87,528	\$57,184	\$37,770	\$7,643	\$806,986
2011	\$2,483	\$12,567	\$35,313	\$62,788	\$74,224	\$122,853	\$127,288	\$124,734	\$98,390	\$62,714	\$23,668	\$13,431	\$760,453
2010	\$331	\$12,881	\$64,219	\$88,361	\$93,403	\$124,012	\$113,217	\$118,696	\$103,972	\$66,277	\$30,029	\$14,659	\$830,057

DETAILED REVENUE YEAR-OVER-YEAR COMPARISON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Greens Fees													
2014	-\$193	\$6,496	\$30,840	\$37,074	\$51,991	\$63,091	\$54,178	\$55,094	\$46,513	\$36,609	\$17,643	\$14,510	\$413,846
2013	\$53	\$103	\$18,783	\$32,611	\$49,988	\$56,540	\$51,812	\$51,357	\$38,485	\$28,169	\$19,651	\$3,632	\$351,185
Punch Passes													
2014	\$249	\$1,792	\$5,760	\$6,069	\$7,746	\$9,465	\$4,981	\$6,721	\$2,622	\$1,693	\$553	\$1,121	\$48,773
2013	\$0	\$0	\$5,488	\$6,483	\$8,386	\$7,841	\$5,487	\$6,388	\$3,091	\$2,570	\$1,670	\$1,520	\$48,925
Rentals													
2014	\$0	\$1,803	\$12,361	\$18,073	\$26,357	\$31,189	\$28,742	\$29,976	\$19,334	\$13,859	\$6,018	\$4,033	\$191,744
2013	\$0	\$0	\$9,243	\$15,338	\$23,919	\$29,847	\$27,940	\$27,897	\$19,086	\$12,426	\$8,224	\$705	\$174,623
Range													
2014	\$0	\$2,518	\$11,330	\$11,876	\$16,181	\$15,816	\$10,379	\$11,920	\$8,240	\$5,080	\$2,447	\$684	\$96,471
2013	\$0	\$0	\$12,614	\$13,594	\$15,817	\$15,625	\$11,676	\$10,734	\$6,746	\$4,448	\$2,105	\$82	\$93,441
Merchandise													
2014	\$1,097	\$3,044	\$6,458	\$6,596	\$7,780	\$11,258	\$9,202	\$9,086	\$11,456	\$17,653	\$13,776	\$2,375	\$99,783
2013	\$0	\$0	\$1,381	\$5,876	\$8,907	\$11,941	\$10,390	\$8,452	\$5,737	\$9,518	\$9,168	\$3,632	\$75,002
Lease													
2014	\$473	\$0	\$0	\$381	\$636	\$1,144	\$1,462	\$1,194	\$1,310	\$703	\$389	\$115	\$7,808
2013	\$0	\$0	\$0	\$0	\$0	\$1,363	\$0	\$1,028	\$1,756	\$484	\$0	\$0	\$4,632
Other													
2014	\$7	-\$2	\$4	\$2,549	\$970	-\$2	\$452	\$97	\$93	\$125	\$105	\$531	\$4,930
2013	\$6	\$18	\$28	\$2,494	\$24	\$1,017	\$121	\$74	\$769	\$1,472	-\$19	\$43	\$6,047

YEAR-OVER-YEAR GROSS EXPENDITURE COMPARISON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	\$35,631	\$43,822	\$55,852	\$76,015	\$74,229	\$91,117	\$107,407	\$79,364	\$58,517	\$97,417	\$54,149	\$33,412	\$806,932
2013	\$29,815	\$27,652	\$68,893	\$74,572	\$98,410	\$136,368	\$78,367	\$378,520	\$59,748	\$137,114	\$79,052	\$26,079	\$1,194,590

DETAILED REVENUE YEAR-OVER-YEAR COMPARISON

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Pro-Shop													
2014	\$8,915	\$28,593	\$37,730	\$28,555	\$33,596	\$30,118	\$31,209	\$29,976	\$29,396	\$31,828	\$21,767	\$12,780	\$324,463
2013	\$11,676	\$16,028	\$54,734	\$36,336	\$35,931	\$79,825	\$20,750	\$27,748	\$18,210	\$22,990	\$23,825	\$13,634	\$361,688
Course Maintenance													
2014	\$13,098	\$14,497	\$16,122	\$28,960	\$35,503	\$26,186	\$45,530	\$29,976	\$24,476	\$45,671	\$30,557	\$13,486	\$324,063
2013	\$13,232	\$10,828	\$12,055	\$21,273	\$48,106	\$31,667	\$50,107	\$33,005	\$36,684	\$30,278	\$38,860	\$11,472	\$337,567
Range													
2014	\$0	\$0	\$1,227	\$2,076	\$4,340	\$4,790	\$3,918	\$2,712	\$4,645	\$4,352	\$1,101	\$473	\$29,634
2013	\$0	\$0	\$1,333	\$1,997	\$4,502	\$3,484	\$6,350	\$3,450	\$3,114	\$2,534	\$2,192	\$186	\$29,142
Capital/Debt													
2014	\$12,801	\$0	\$0	\$0	\$0	\$0	\$0	\$16,700	\$0	\$0	\$0	\$0	\$29,501
2013	\$0	\$0	\$0	\$14,168	\$9,208	\$0	\$0	\$313,549	\$960	\$64,894	\$13,349	\$0	\$416,128
Equipment													
2014	\$817	\$732	\$773	\$16,424	\$790	\$30,024	\$26,751	\$0	\$0	\$15,566	\$723	\$6,672	\$99,272
2013	\$4,907	\$796	\$770	\$799	\$662	\$21,391	\$1,161	\$769	\$780	\$16,417	\$826	\$787	\$50,066

GROSS REVENUES

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	\$1,633	\$15,651	\$66,753	\$82,618	\$111,660	\$131,963	\$109,398	\$114,088	\$89,569	\$75,722	\$40,931	\$23,369	\$863,357
2013	\$59	\$121	\$47,537	\$76,396	\$107,041	\$124,174	\$107,427	\$105,930	\$75,669	\$59,089	\$40,799	\$9,613	\$753,856

GROSS EXPENDITURES

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	\$35,631	\$43,822	\$55,852	\$76,015	\$74,229	\$91,117	\$107,407	\$79,364	\$58,517	\$97,417	\$54,149	\$33,412	\$806,932
2013	\$29,815	\$27,652	\$68,893	\$74,572	\$98,410	\$136,368	\$78,367	\$378,520	\$59,748	\$137,114	\$79,052	\$26,079	\$1,194,590

Section 3: Play

Lakeside has struggled to consistently track the same information year-over-year, especially regarding play statistics. To help correct this problem, the course made a change in its point-of-sale system (the second such change over the last few years). The new system will allow the course to better track many aspects of play; however, the new system came on-line June 21, 2014, adding to the difficulty of accurately showing the play statistics for the year.

Nevertheless, management believes that it is important to start somewhere in establishing benchmarks. These statistics are thus provided with the knowledge that they are not as accurate as we would like.

ROUNDS (9-hole equivalent)

Total Rounds	43,069	
Open Play	32,515	75.5%
Tournament	4,550	10.6%
Men's League	3,000	7.0%
Barter	1,014	2.4%
Employee	880	2.0%
Birthday Promotion	500	1.2%
Ladies' League	460	1.1%
Juniors' League	150	0.3%

CARTS (9-hole equivalent)

Total Carts	30,206
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DRIVING RANGE (small bucket equivalent)

Total Buckets	34,000*
Pass - Individual	7
Pass - Family	7
Pass - Corporate	3
Barter	1,014

*This figure represents a best-guess estimate

TOURNAMENTS

Total Tournaments	34
New	13
Returning	21
Non-Returning	3

Section 4: Facilities

Lakeside completed the following improvements during the 2014 season:

- Hole #17 – New tee boxes, cart path, creek crossing
- Hole #18 – New tee boxes and creek crossing
- Hole #16 – Added black tee box
- Hole #2 – Reshaped fairway and added trees (efforts to protect trail)
- Landscaping in front of clubhouse
- Improved/remodeled café/restrooms in clubhouse
- Completed back of driving range extension
- Updated golf cart and mower fleet

The following sections outline short-term and long term facility/amenity needs at Lakeside:

Short Term

- Tables/Chairs for tournaments - \$2,500
- Merchandise Displays - \$2,000
- Directional Signs around Clubhouse - \$1,200
- Tournament Computer - \$600
- Range Ball Picker - \$2,500
- Replace Ice Machine - \$4,000
- Repair asphalt on west side of clubhouse (root damage) - TBD
- Gas can storage - \$350
- Cart Staging Area - TBD
- Chemical storage - TBD
- Golf Course Restrooms - \$100,000
- 2 Fairway Mowers- \$45,000 each (annual cost will be less through lease)
- Maintenance Utility Vehicle - \$10,000
- Fence for 1100 West - TBD

Long Term

- Area to host tournaments and events - TBD
- Mechanic - TBD
- #11 Tee Box -TBD
- Cart Paths (additional paving) - TBD

- Grinder (to sharpen mower blade) - \$40,000
- Irrigation Filter - \$15,000
- Pave Maintenance Yard - TBD
- Sand Pit Bins – TBD
- Pro-shop counter display - \$6,000
- Concrete out maintenance storage building - TBD

Section 5: Next Season

Management is excited for the potential ahead in 2015. We hope to enhance profit and rounds played by strategic advertising, creating new tournaments, improvements to existing tournaments and various promotions during slow times of the year.

Advertising

- Enhance Lakeside's image with our community's involvement in the Long Drive event by putting together a long drive committee.
- Ads in Utah's Book of Golf. Utah's Book of Golf is distributed to golfers at all golf courses in the state. It has a list of all the golf courses and a calendar with all the year's tournaments.
- Golf Now - Commercials on NBC and Golf Channel
- UGA - Utah Golf Association email blast
- Demo Days - Give Customers the opportunity to try the latest and greatest golf equipment from Titleist, TaylorMade, Ping, Nike, and Callaway.
- Raise course awareness from increased Social Media traffic with contests, news and updates.

New Tournaments

- Visit Salt Lake area/local businesses
- Paul's Tournament Contact list
- Lakeside 1-Man Scramble
- Lakeside Father/Son

Improvements to Existing Tournaments

- Moved West Bountiful Amateur to maximize profitability.
- Lakeside 2-Man Scramble moved for weather.
- West Bountiful Family Scramble moved for weather.
- UGA Handicap system for Men's Association.

Rates and Promotions

- More emphasis on up-selling smart cards
- More Member/Guest events for Men's Association tournaments
- Lakeside Clubs for kids
- Adjusting terms for birthday promotions
- Adjust range passes to align with normal season

- Bounce Back Card for corporate tournaments
- Utah Golf Association Discount Card
- Golf & Lunch Specials
- PGA Golf Pass
- 2 For 1 Green Fees on Sunday Afternoon
- Contests and deals via Social Media promotions

MEMORANDUM



TO: Mayor & Council
DATE: January 29, 2015
FROM: Duane Huffman
RE: **Lakeside Cart Barn**

In the spring of 2014, staff was directed to move forward on several projects at Lakeside Golf Course, including repairing/addressing the façade of the cart barn. As total costs on this project may exceed \$10K, this memo presents various options for the Council's consideration.

Background

The cart barn at Lakeside currently houses all of the golf carts used by patrons of the course, and it is at capacity with 64 carts¹. While the barn does not currently appear in good condition from the outside, the building is structurally sound and had its roof replaced in 2012 after the large wind storm. Staff believes that this structure will be in use for the foreseeable future², and because of its prominent position, its appearance has a large impact on public's perception of Lakeside.

Current Conditions

To improve the appearance of the cart barn, the following items need to be addressed (see attached photos):

- Rotted siding on the south west portion of the building
- Rotted siding on the bottom 3 feet surrounding the building
- Several rotted patched areas on the north wall
- No siding on the old door on the south wall
- Damaged framing on the north/west and south/east corner
- The entire building needs to be painted

Options

To address the poor conditions, staff has explored the following options:

1. Contractor repair of damaged siding/framing.
 - a. Contractor cost for repairs: \$9,086
 - b. City would be responsible for paint (community paint day in spring).

¹ If the fleet is increased, additional storage capacity is available in the maintenance yard shed.

² Staff can only see significantly altering or moving the cart barn if the current clubhouse building is replaced.

2. Contractor replace all siding with new vinyl siding.
 - a. Contractor cost (including framing repairs)^{3/4}: \$12,150
 - b. New paint would not be needed. This would have an immediate positive impact on the appearance of the course, the material may hold-up better against weather/sprinklers, and should be easy to repair if damaged by errant balls.

3. City staff performs prep work
 - a. For either of the contractor options, city staff (public works and golf) could perform some of the work, such as the repairs to the framing or removal of old siding
 - b. For the vinyl option, this could decrease the cost to \$8,400

4. City staff performs all work
 - a. For either siding repair or vinyl installation, city staff has the ability to perform the work. This would result in significant cash savings, but if the city's cost for labor is added in, the city vs. contractor cost are comparable.



³ This was not an option requested by the City, so only one contractor included it in a quote.

⁴ Staff originally misread this quote.

1 **West Bountiful City** **PENDING** **January 27, 2015**
2 **Planning Commission**

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
4 website and the West Bountiful City website, and sent to Clipper Publishing Company on
5 January 23, 2015 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
7 **January 13, 2015, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan
12 Malan, Mike Cottle, Laura Charchenko, Terry Turner and Corey
13 Sweat (Alternate). Councilmember Kelly Enquist.

14

15 **STAFF PRESENT:** Ben White (City Engineer), Cathy
16 Brightwell (City Recorder), and Debbie McKean (Secretary).

17

18 **VISITORS:** Mayor Ken Romney and Steve Croft.

19

20 The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman Hopkinson.
21 Chairman Hopkinson gave a prayer.

22 **I. Accept Agenda.**

23 Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as
24 presented. Terry Turner seconded the motion. Voting was unanimous in favor among members
25 present.

26 **Business Discussed:**

27 **II. Public Hearing to Receive Comments Regarding Proposed Changes to Title 17,**
28 **Clarifying Definitions Related to Density in Planned Unit Developments.**

29 Chairman Hopkinson introduced the proposed changes to Title 17 regarding clarifying
30 definitions related to density in PUDs. Ben White pointed out a correction that needed to
31 be made changing 30 X 50 square feet to 30' X 50'.

32

33 **ACTION TAKEN:**

34 **Alan Malan moved to open the public hearing at 7:35 pm to receive public input regarding**
35 **proposed changes to Title 17, clarifying definitions related to density in PUDs (Planned**
36 **Unit Developments). Laura Charchenko seconded the motion and voting was unanimous**
37 **in favor.**

38 **PUBLIC COMMENT:**

39 **No public comment.**

40 **ACTION TAKEN:**

41 **Terry Turner moved to close the public hearing at 7:38 pm. Alan Malan seconded the**
42 **motion and voting was unanimous in favor.**

43

44 **III. Consider Conditional Use Application for a Commercial Business License for a**
45 **HVAC/Gas Fireplace Repair and Maintenance Business in the Commercial Neighborhood**
46 **District.**

47 Included in the Commissioner's packets was a memorandum from Cathy Brightwell, dated
48 January 23, 2015 regarding Conditional Use Application for Steve Croft Service Co., 2232 North
49 640 West. The memorandum stated that Mr. Croft would like to open a HVAC repair and
50 maintenance business with most of his work taking place in the field. Customers will come by
51 appointment only. A site plan was included with his application.

52 Staff stated in their memorandum that this business falls under Contractor: general, electric,
53 mechanical and plumbing, which is considered a conditional use in the C-N zone. Staff has
54 reviewed the application and believes that it satisfies the requirements of Chapter 17.60 and
55 recommends approval subject to the affirmative findings with the following recommendations.

- 56
 - Fire Inspection approval
- 57
 - No outdoor storage allowed

58 Cathy Brightwell stated that all information was included in the Commissioner's packet and
59 noted that 99% of the business will be off site. She added that the condition for Fire Inspection
60 approval has been met.

61 Chairman Hopkinson invited Steve Croft to the stand. He introduced himself and explained his
62 background in HVAC and fireplace repair. He does mostly service and a little installation. The
63 backup generator is on display because he is a Briggs and Stratton authorized dealer as well and
64 would like to have a demo on display, but the main focus is for fireplace repair.

65 Commissioner's Comments included:

- 66 • Alan Malan asked about the standby generator display. Mr. Croft responded that he is a
67 Briggs and Stratton Dealer and would like to have a display to show those who may want
68 to see one before purchasing, although it will be by appointment only.
- 69 • Laura Charchenko, Mike Cottle and Corey Sweat had no concerns.
- 70 • Terry Turner reiterated that he would mostly do service and not sales.

71 **ACTION ITEM:**

72 **Laura Charchenko moved to approve the Conditional Use Permit for Steve Croft Service**
73 **Co. located at 2232 North 640 West as allowed in Chapter 17.60 with the following**
74 **affirmative findings, the proposed use is desirable to provide a service that will contribute**
75 **to the general well-being of the neighborhood and community, will not be detrimental to**
76 **health, safety, or general welfare of persons residing in the vicinity, or injurious to**
77 **property in the vicinity, shall not inordinately impact schools, utilities, and streets in the**
78 **area, will provide for proper parking and traffic circulation and be in harmony with the**
79 **area, and will comply with the regulations specified in the C-N zoning ordinance, and meet**
80 **the condition that no outdoor storage is allowed. Terry Turner seconded the motion and**
81 **voting was unanimous in favor.**

82 Mr. Croft wanted clarification on outdoor storage. He informed them that he has a few trailers
83 that may be parked on site. Mr. Hopkinson saw no problem as long as he used the designated
84 parking stalls for his business.

85

86 **IV. Consider Clarifications in Title 17 Related to Definitions of Density in PUDs**

87 A copy of proposed Density Definition language was included in the Commissioner's packet.
88 Mr. Hopkinson asked the Commission to make comments on the language change and noted the
89 only item to change would be the 30' X 50' language noted by Mr. White earlier in the meeting.

90 Commissioner Comments:

91 All the Commissioners gave their approval on the document. The document has been approved
92 by city legal counsel.

93

94 **ACTION TAKEN:**

95 **Alan Malan moved to approve the language in Title 17 for Density Definitions and forward**
96 **the recommendation to the City Council for their review and approval. Mike Cottle**
97 **seconded the motion and voting was unanimous in favor.**

98

99 **V. Discuss Proposed Language Changes in Title 17 to Address Modification to**
100 **Nonconforming Structures.**

101 Commissioner's received a memorandum dated January 23, 2015 from Cathy Brightwell and
102 Ben White regarding nonconforming structures. The memo explained that residents, Clint and
103 Christy Straatman, requested a variance for property they own at 688 W 400 North that would
104 allow them to have a setback of nine feet instead of our ten feet minimum for an addition they

105 are building attached to the rear of their home. The couple appeared before the City Council last
106 week asking for a variance to be able to accommodate their needs. Their Request did not qualify
107 under the variance ordinance so they are not allowed to do this. City Council thought that there
108 may be a way to review our nonconforming ordinance to allow requests meeting certain criteria.
109 Steve Doxey drafted some language incorporating the ideas suggested from the City Council.

110 Chairman Hopkinson expressed his desire for all the Commissioners to have reviewed the old
111 and new parts of this document. He explained the document was straight forward as it is. He
112 explained that what needs to be considered is opening up a way that would allow conditional use
113 to be approved.

114 **Commissioner's Comments:**

- 115 • Corey Sweat likes things to be clear and have no gray areas in the language or
116 understanding of the document. He does not like to change code for one individual.
- 117 • Mike Cottle disagrees with changing the ordinance to accommodate one individual, and
118 Terry Turner agreed.
- 119 • Laura Charchenko felt that the language does not need to be changed but she is fine either
120 way.
- 121 • Alan Malan explained that the situation that brought this to their attention is an existing
122 non conforming issue. He noted that the City Council did not think that it was a big deal
123 changing the language. He explained that he thinks we will probably have more than one
124 situation that this will affect and it would be good to be able to deal with them, but he felt
125 that coming up with the right language could be difficult.
- 126 • Chairman Hopkinson reminded the Commission about a previous request from a resident
127 not long ago that was similar in principle. He feels as long as the language stays in the
128 nonconforming section only he is okay to make a change that could work and make the
129 document more understandable.

130

131 Ben White explained the difference in each situation. The one request was conforming while
132 this recent request is non-conforming. Zoning Codes did not exist when the current home was
133 constructed 125 years ago. The resident only needed an extra six inches to a foot to make an
134 addition to their home work. He noted that the City Council was very understanding but legally
135 could not use the variance as a vehicle to grant that permission. They felt that the language is not
136 real clear in the current ordinance and could use some changes to clarify and make conditions
137 that could be considered for approval.

138 Mr. White noted that we need to be careful what we include and do not include in the document
139 because both will matter greatly. Some discussion took place regarding the development of the
140 property when it was first built. Ben White informed the Commission that the County recorder
141 even had a hard time distinguishing the property lines.

142 Mayor Romney commented that he does not know of any City in the area that allows less than 8
143 feet for a side setback without being a PUD situation, and wondered if setting a minimum
144 distance, such as 8 feet, would be an easier way to handle it. He asked if we know how many
145 properties this could potentially affect. Mr. White responded that there could be a lot of

146 properties that could fit into the 8 foot setback on their property that are not 100 year old homes
147 and older.

148 Chairman Hopkinson thought it was very important that a minimum value be included in the
149 language and that it is clear the changes are only for nonconforming properties.

150 Chairman Hopkinson tasked the Staff with doing a bit more research from other cities and bring
151 that information and research back to them for review along with any other suggestions that they
152 feel need to be changed.

153 Alan Malan noted that it is important to include a requirement for a public hearing in these
154 situations.

155

156 **Staff Report**

- 157 • Von Hill visited with Ben White regarding the Wild Property for development. Mr.
158 White noted the different opinions of the Police and Public Works department regarding
159 two versions of proposed set ups of the subdivision (flag lot or cul-de-sac option). He
160 asked which option would be preferred among those present tonight. Most were in favor
161 of the cul-de-sac plan or had no recommendation either way. Mr. White pointed out that
162 this is a nine lot subdivision with the existing home to remain on the ninth lot. There will
163 a public hearing scheduled for the next meeting.
- 164 • 400 North overpass closure is still scheduled for the end of February or first part of
165 March and will last 90 days.
- 166 • Economic development will be a City Council item in the near future with the
167 announcement that Shopko is closing.
- 168 • The development owner is still planning to replace the Burger King and Wingers
169 buildings. It appears to be held up because of terms in the lease agreements with existing
170 tenants giving them a say in how the area is designed and when construction can occur.
- 171 • Holly Refinery has a Phase I and Phase II in their expansion plan. Due to lower oil prices,
172 they may delay at least parts of the Phase II development. They have had a surprise high
173 sulfur laden oil delivery to the refinery through a pipeline. The high sulfur content fouled
174 equipment resulting in problems this past month that they are still working through.
175 They were actually shut down for a few weeks as a result.

176

177 **VI. Approval of Minutes for January 13, 2015**

178

179 **ACTION TAKEN:**

180 **Alan Malan moved to approve of the minutes dated January 13, 2015 as presented. Mike**
181 **Cottle seconded the motion and voting was unanimous in favor among those members**
182 **present.**

183

184

185 **VI. Adjournment**

186

187 **ACTION TAKEN:**

188 **Laura Charchenko moved to adjourn the regular session of the Planning Commission**
189 **meeting at 8:35 pm. Terry Turner seconded the motion. Voting was unanimous in favor.**

190

191

192

193 The foregoing was approved by the West Bountiful City Planning Commission on January 27, 2015, by
194 unanimous vote of all members present.

195

196 _____

197 Cathy Brightwell - City Recorder

198

199

200

1 *The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful*
2 *City website, and sent to Clipper Publishing Company on January 15, 2014 per state statutory requirement.*

3 Minutes of the West Bountiful City Council meeting held on **Tuesday, January 20 , 2015** at West
4 Bountiful City Hall, 550 N 800 West, Davis County, Utah.

5
6 Those in attendance:

7
8 **MEMBERS:** Mayor Kenneth Romney, Council members James Ahlstrom (by phone),
9 James Bruhn, Kelly Enquist, Debbie McKean, Mark Preece

10
11 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Todd Hixson
12 (Police Chief), Paul Holden (Golf Director), Steve Maughan (Public Works Director), Cathy
13 Brightwell (City Recorder/ Secretary)

14
15 **VISITORS:** Alan Malan, Fire Chief Jeff Bassett, Clint and Christy Straatman, Jason
16 Meservy, Luke Sowby, Zachary Staples, Zane Romero, Jaden Jensen, Kyler Turner, Cayden
17 Wooton, Derek Jensen,

18
19
20 Mayor Romney called the meeting to order at 7:32 pm. Troop 219 – Zach Staples gave the Scout
21 Pledge, Cayden Wooton recited the Scout Oath, and Jaden Jensen led the Pledge of Allegiance.

22
23

24 **1. Accept Agenda**

25
26

27 Mayor Romney announced the city attorney is on his way and would like to hold item 3 until he
28 arrives.

29
30

31 **MOTION:** *Debbie McKean moved to approve the agenda holding item 3 until Mr.*
32 *Doxey arrives. James Bruhn seconded the Motion which PASSED by*
33 *unanimous vote of all members present.*

34
35

36 **2. Public Comment**

37
38

39 No comment.

40
41

42 **3. Consider Approval of a Setback Variance for Property at 688 W 400 N.**

43
44

45 Mark Preece recused himself explaining the applicant is his nephew. Ben White summarized
46 issue.

47
48

49 *Steve Doxey arrived.*

50

43 Clint and Christy Straatman own the home in question. Mr. Straatman distributed pictures
44 showing the limited distance to the garage on east side of the home, the narrow side yard and the
45 window in the rear that prevents them from bringing in the addition any further. He explained the
46 home was built 125 years ago before building restrictions were in place.

47 Council members Enquist, McKean and Bruhn stated that, if possible, their preference would
48 be to grant the Straatman request; the property is already non-conforming and is not encroaching on
49 the neighbor's home.

50 Duane Huffman explained that the Council wears different hats. One is legislative which
51 consists of passing ordinances, etc.; the second is Administrative, making sure requirements are met;
52 and the third is Quasi Judicial which consists of considering things like variances. Decisions must
53 be based on state law. Steve Doxey stated that when state law is examined, it is clear that several of
54 the criteria have been met, but not all. He added that in his judgment the variance should not be
55 granted. There was discussion about what options might exist so that the Straatman's could build
56 their addition. Mr. Doxey explained that if the Council wants to change the setback requirements,
57 they certainly have the discretion to do so.

58 Council member Ahlstrom concurred. He said the variance criteria are difficult to meet, and
59 in this case the request does not qualify. He added that he believes strongly in property rights and
60 hates to see this denied when we're only talking about missing the setback requirement by inches,
61 and agreed that the Council should probably re-visit the setback requirements.

62 Mayor Romney summarized the discussion stating there is concern about granting the
63 variance, but it is possible to modify the ordinance to give the City discretion to act in similar
64 situations, like adding a trigger whereby a conditional use permit can be used.

65 Duane Huffman explained that if they want to change the ordinance, it must first go to
66 planning commission and a public hearing must be held. He suggested they look at Section
67 17.56.030 – Nonconforming Uses rather than changing the setback requirements in specific zones.

68 Mr. Straatman said this is a very unique situation and if it looks like there is a way to make it
69 work by changing the Ordinance, they are okay waiting a month and a half if that's what it takes.

70 **MOTION:** *Debbie McKean moved to deny the Straatmans' request for a variance based*
71 *upon the following findings:*

- 72 *1. The applicants have not shown that literal enforcement of the setback*
73 *ordinance would cause them unreasonable hardship in the manner*
74 *required by the variance statute and ordinance. Any such hardship is*
75 *self-imposed or economic;*
76
77 *2. The applicants have not demonstrated special circumstances attached to*
78 *their property that deprive the property of privileges granted to other*
79 *properties in the same zoning district; and*
80
81 *3. The applicants have not established that granting the variance is*
82 *essential to the enjoyment of a substantial property right enjoyed by*

83 *other property in the same zoning district.*

84 *Kelly Enquist seconded the Motion which PASSED.*

85

86 The vote was recorded as follows:

87 James Ahlstrom – Aye – by phone

88 James Bruhn – Aye

89 Kelly Enquist – Aye

90 Debbie McKean– Aye

91 Mark Preece – Recused

92

93 **4. Consider Approval of Ordinance 368-15, An Ordinance Implementing Snow Removal**
94 **Requirements.**

95 Duane Huffman explained that following the discussion at the last meeting regarding snow
96 removal, staff found that the Ordinance believed to be in effect did not exist. New language has
97 been drafted in the sidewalk/streets section of the Code, with the penalty for noncompliance an
98 infraction, which is the least severe penalty.

99 **MOTION:** *Debbie McKean moved to approve Resolution 368-15, An Ordinance*
100 *Implementing Snow Removal Requirements. James Bruhn seconded the*
101 *Motion which PASSED.*

102

103 The vote was recorded as follows:

104 James Ahlstrom – Aye by phone

105 James Bruhn – Aye

106 Kelly Enquist – Aye

107 Debbie McKean– Aye

108 Mark Preece – Aye

109

110 **5. Discuss 2015 Construction Projects.**

111

112 725 West is going to bid next week and should be presented to City Council in February.

113 Pages Lane project includes the replacement of the water main, service laterals, valves and
114 fire hydrants; mill the entire asphalt surface and a new asphalt overlay; new curb and gutter on both
115 sides of the road where it is not currently. We will proceed with sidewalk on the south side, and talk
116 about the north side later. This project will not be constructed this budget year due to the timing of
117 UDOT's reconstruction of the 400 North overpass. The budget shortfall from what is currently
118 planned is over \$100k. Questar may want to replace gas lines while our project is underway.

119 800 W/Porter Lane storm drain project includes the installation of 425 feet of 36" pipe to
120 cover the ditch and increase capacity under the Prospector Trail. We will have to tear out existing
121 curb to replace the storm drain. This project will go to bid next week.

122 1100 W storm drain will not go to bid this fiscal year. This project still needs to be better
123 defined and potholing completed. We also cannot shut off irrigation tail water, so it is more efficient

124 to construct during the non-irrigation season. We should be able to bid mid-summer with
125 construction in the fall.

126 1200 N storm drain project includes the installation of a new storm drain along the north
127 side of the City's property on 1200 North. The wetlands were mapped along our storm drain
128 alignment and not cover the entire property. Wetlands studies are considered accurate and viable for
129 a finite time period. Over time, any area may become wetlands and the opposite is also true. This
130 project will be half funded by UDOT. The funding source for the City's portion of the project has
131 not been identified. The total cost of the project is expected to be approximately \$240k. The City's
132 portion would be \$115k. Other planned projects will spend the storm impact fee fund. Staff believes
133 this is a priority project. Funding options will be discussed at the upcoming Retreat.

134 Prospector Trail Fence is out to bid now. A decision needs to be made on whether we go
135 with 10' or 12' high fencing. It is currently budgeted from RAP tax, but it also qualifies for park
136 impact fees.

137 Trail/Golf course restrooms – An architect is working on the design. Water and power will
138 come from the golf course maintenance building and will be installed by city staff. We need to
139 begin soon if we want it ready for golf season. It is expected to cost approximately \$100k to build
140 the building. Council Member McKean is very concerned about public intrusion onto the golf
141 course from the trail. There was discussion about options in light of her concern and the police
142 department's concern about the building being isolated. A time for a site visit will be scheduled to
143 go look at the area. Mayor Romney believes the proposed site is a good location that is very visible
144 and away from golf balls. Duane Huffman asked if the Council was comfortable with staff
145 beginning to lay utility lines to avoid delays.

146 Mayor Romney asked the Council for their thoughts. Council member Preece is in favor of
147 doing it right away. Council member Bruhn agrees. Council member McKean prefers to wait for
148 more information, but agreed that laying utility lines would be okay as the rest of the project could
149 be put on hold if needed. Council member Enquist is not in favor of building the restrooms due to
150 funding issues. Council member Ahlstrom would like to see it done now, especially because we
151 have the money to do it. Based on the poll, Staff has the green light to begin preparations for laying
152 utilities. Duane will get more budget information for the next meeting.

153 Park play equipment will be discussed in more detail at the next worksession. We will talk
154 about big picture items, for example, do we want two play areas, etc.? There was discussion about
155 whether it had been approved last year and Duane Huffman confirmed it was not in the FY 2105
156 budget. He added that money is available, but it was not included in the budget. Council member
157 Bruhn suggested getting a community group together of different ages to give us ideas about what
158 they would like to see in the Park.

159 Ben White concluded the 2015 Construction Projects discussion and asked if there is
160 anything else Council would like to see done. Council member McKean replied that this is a lot to
161 bite off, and she believes the City is proceeding at a good pace.

162
163 *Steve Doxey left meeting. Mayor thanked him for all the work he did on the variance.*

164
165 **6. Police Report.**

166 Chief Hixson reported on new officers, Eric Braegger, a part-time alcohol officer, Quintin
167 Grillone and Mark Zollinger, two new patrol officers. They are great additions to the department.

168 He added that the department's K-9 program has been suspended indefinitely. It was very valuable
169 to the department but we are unable to sustain it with current staffing issues.

170 The Chief reported on trips to New York City that he, Sgt. Erekson, Officer Wilkinson, and
171 Officer Jacobson made to attend the funerals of the slain New York officers, Ramos and Liu. He
172 said it was a very humbling experience, and a letter was sent to Jet Blue thanking them for providing
173 the free transportation.

174 Chief Hixson has been named President of Davis County Law Enforcement Administrator's
175 Association (DCLEAA).

176 He also reported that the department is being audited by the Bureau of Criminal
177 Identification. This is standard protocol, done every three years to ensure agencies are not abusing
178 or incorrectly using the information from the BCI database.

179 **7. Planning Commission/Engineering Report**

180 Ben White reported that the planning commission has been working to clarify the base
181 density definition and a public hearing will be held next week. He said he believes the new language
182 cleans it up and is easy to understand. It will come to city council at the next meeting.

183 He said boring continues under 400 North and I-15 to lay our new water line. He added that
184 he got fencing costs back from UDOT for the overpass. The original plan was to use 1" PVC-coated
185 chain link. Centerville is doing rod iron which is attractive for not a large cost difference. He
186 reminded council that UDOT is not replacing the fence of the railroad tracks and the City would be
187 responsible for the entire cost if we chose to replace it. If we use rod iron, we would be responsible
188 to maintain it; UDOT will maintain the chain link fencing if the city selects that material. In
189 response to the question, Ben said he thought the 1" PVC coated chain link fencing was \$15k more
190 than 2" galvanized fence. Ben explained that 0.75% of the total cost of the structure is dedicated for
191 aesthetics, which covers 1" PVC coated chain link; we can use whatever is left toward the 500 South
192 off ramp. There was discussion about the pros and cons of 1" versus 2" chain link, and galvanized
193 versus PVC coated.

194 **8. Finance/Administrative Report**

196 Duane Huffman presented the Finance report. He said he researched items of question from
197 the last meeting. Revenues are higher than budgeted, and expenses are lower. The golf course is
198 doing better than last year, due in part to the long fall season. There was discussion of certain line
199 items in the report.

200 Duane said we are in the process of drafting an RFP for waste collection and will have it
201 ready for review soon.

202 Shopko has announced it intends to close in April. The re-development of the Wingers and
203 Burger King site has been delayed due to a requirement that certain other tenants have to buy-off on
204 the proposal.

205 Duane added that he is working on putting together a Retreat, and asked for available dates,
206 and locations. It was determined that it will be held at the golf course.

207
208
209

210 **9. Mayor/Council Reports**

211

212 James Ahlstrom – no report

213

214 Mark Preece – no report

215

216 James Bruhn reported that at the last Wasatch Integrated meeting they contemplated raising
217 fees; the last increase was in 1995. For the most part the increase won't impact cities except for bi-
218 annual clean-ups. They are planning to put in a new waste energy facility to remove green waste.
219 There was discussion about adding green cans but once the new facility is in place, they will be able
220 to handle loads containing both normal garbage and green waste so the cans will not be necessary.

221

222 Debbie McKean is working on the newsletter.

223

224 Kelly Enquist - no report

225

226 Mayor commented that in general, construction costs are going up. He also reported that the
227 cities involved in the current I-15 project have decided to use earth tone colors for the work
228 on the overpasses.

229

230 **10. Approval of Minutes from the January 6, 2015 City Council Meeting.**

231

232 **MOTION:** *Debbie McKean moved to approve the minutes from the January 6, 2015*
233 *meeting as presented. James Bruhn seconded the Motion which PASSED*
234 *by unanimous vote of all members present.*

235

236 **11. Adjourn**

237

238 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*
239 *Council at 9:38 pm. Debbie McKean seconded the Motion which PASSED*
240 *by unanimous vote of all members present.*

241

242

243

244 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
245 *present on Tuesday, February 3, 2015.*

246

247

248

249 _____
Cathy Brightwell (City Recorder)