

**MINUTES OF LAYTON CITY  
COUNCIL WORK MEETING**

**DECEMBER 1, 2016; 5:31 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,  
BRUCE DAVIS, TOM DAY, SCOTT FREITAG  
AND JOY PETRO**

**STAFF PRESENT:**

**ALEX JENSEN, GARY CRANE, TERRY COBURN,  
BILL WRIGHT, TIM WATKINS, WOODY  
WOODRUFF, DAVID PRICE, DAVE THOMAS,  
JOELLEN GRANDY AND THIEDA WELLMAN**

**The meeting was held in the Council Conference Room of the Layton City Center.**

Mayor Stevenson opened the meeting and turned the time over to Staff.

**AGENDA:**

**DISCUSSION – REPLACEMENT SEATING AT ED KENLEY AMPHITHEATER**

David Price, Parks and Recreation Director, said Staff wanted to present additional information about replacing the seats at the amphitheater. He said the seats were aging rapidly and were becoming a bit of a problem; several had broken. David said 30 seats had been replaced due to failure. He said Staff was requesting authorization to replace all 547 seats. The metal frames would be used, but the back and seat area would be replaced. David said City Staff would do the work; the cost would be \$54,982.

David said Staff was requesting additional funds to enlarge the mixer area where the sound and lighting systems were contained.

Alex Jensen, City Manager, said as Council would recall from a prior discussion, this was not budgeted in the current year. He said Staff would recommend that the work be done this spring before the Davis Arts Council season began in June. Alex said the money could come from fund balance. He said the main priority was to make sure the patrons were safe when they were there.

Councilmember Brown asked if there was money in the current year budget for the project.

David said Staff was requesting that the budget be amended in the current year.

Mayor Stevenson said he would approach the County to provide some funding.

Councilmember Petro asked how much it would cost to improve the mixer area.

David said it was about \$4,000; Staff would do the work.

Consensus was to move forward with the project in the current year.

Alex said there had been discussion about adding additional seats, and there had been a couple of options that had been analyzed; one was to add the seating at the back of the facility and one was to do an extension of the existing seating. Alex said Staff had some designs for the Council to review, but felt that that was a separate discussion for a separate time. He said Staff would send that information to the Mayor and Council for their review and discussion at a later time.

David indicated that the School District had selected the general contractor or project manager for the new junior high. He said Hughes was awarded the work and was narrowing in on the design. They were eager for a decision from the City on participation in the gymnasium.

Alex asked David if they had indicated when they would like to move forward with a decision from the City.

David said as they got closer to a final product, if they had to step back, it would impact the design. He said they were eager, but felt that they would be okay with a decision this month or very early next month.

Councilmember Brown suggested discussion and a decision at the next work meeting on December 15th.

### **DISCUSSION – INTERLOCAL COOPERATING AGREEMENT WITH WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE LAYTON SECONDARY IRRIGATION SYSTEM**

Woody Woodruff, City Engineer, said this was an agreement that had been discussed earlier about the City becoming a maintenance operator of Weber Basin's secondary irrigation system in the City. He identified the service area on a map, which was located on the east side of the City. Woody said this was an agreement Weber Basin had done with other communities. Weber Basin desired to be a wholesaler of water and allow the local community to maintain the system.

Woody said there were about 3,700 connections to Weber Basin secondary water in Layton. He said this was a step in a direction the City had never been involved in; the City hadn't been involved at all in secondary water in the past. Woody said the City had the Staff and ability to service the system. He said the agreement allowed for the City to exit the agreement if it chose to do that.

Woody said Weber Basin would pay the City for operation and maintenance of the system; all the funding would come from Weber Basin. He said the City would track time and materials to maintain the system and would be reimbursed by Weber Basin. Woody said the City would get involved in April of 2017.

Councilmember Day said as he read through the agreement it indicated that things would be done at the City's costs. He said there was a \$20,000 limit mentioned as well. Councilmember Day asked Woody to explain what that meant.

Woody said one of the challenges was that the City really didn't know what the costs would be to run the system. He said there was an estimate based on agreements Weber Basin had with other communities. Woody said the goal was to see what happened the first year and make adjustments in subsequent years. Woody said the City would have the ability to adjust the costs every year if needed.

Councilmember Brown said her understanding was that the first year Weber Basin would be billed each month based on costs. Payment for the next year would be in advance and would be based on the previous year; costs would be adjusted to actual at the end of each year.

Woody said that was correct. He said one concern the City had was with large pipelines or costs associated with infrastructure. Woody said there would be a cap and anything over that amount would involve payment by Weber Basin.

Councilmember Brown said the agreement also indicated that if a new subdivision opened up that Weber Basin could service, they would actually build the lines and the City would take over the maintenance.

Woody said that was correct. He said any new development would be constructed by the developer and or Weber Basin.

Councilmember Day asked if the most the City would be out was \$20,000 at any given time before it was reimbursed.

Woody said yes; anything above that amount in the year would be paid by Weber Basin.

Councilmember Petro asked if the City could leave the agreement at any time after the first trial year.

Woody said yes.

Councilmember Day said the agreement indicated that the City couldn't back out in the middle of a year; the year had to be completed.

Alex said that was correct. He said the agreement wasn't structured to be a money maker for the City. It was meant to take on the service for the City's residents and to be in a position to make sure the services were provided well. There were also provisions that the City shouldn't be subsidizing Weber Basin; each party would be treated fairly.

Councilmember Petro said she understood that Weber Basin would continue to do the billing and collections.

Alex said that was correct.

Council Petro asked if it was only for reimbursement of costs; there wouldn't be any profit.

Gary Crane, City Attorney, said Weber Basin was under the same restrictions as any governmental entity in the State; they couldn't make a profit. Any additional revenues had to be set aside for future development. They could only bill for actual costs and future improvements. Gary said the City would be paid for administrative costs, employee time and benefits, and all materials and equipment. Gary said this wouldn't be a profit maker for either party.

Woody said the City would be maintaining the pipelines and the lines, not the detention facilities.

Councilmember Day said he was a little confused on some of the ponds; Weber Basin would be maintaining all of those.

Woody said yes.

Alex said the City wouldn't be responsible for the big distribution lines, just the residential scale pipes. The large infrastructure items would still be maintained by Weber Basin. Alex said the City would be reimbursed for all costs. It was never intended for the City to subsidize Weber Basin in any way.

Councilmember Day asked what would happen if there was a catastrophic failure of a mainline. Would the City do those repairs?

Terry Coburn, Public Works Director, said he doubted that any of the lines in the subdivisions were larger than 4 or 6 inches. He said the larger distribution lines would remain the responsibility of Weber Basin.

Councilmember Day said the agreement mentioned an operations committee that would be established and that the committee could change the procedures agreement. He asked what the role of the Council would be relative to that committee.

Alex said if there was some type of substantive change to the agreement, not day to day operation decisions, it would be brought back to the Council and the Weber Basin Board.

Mayor Stevenson said it would take some flexibility from both parties to figure out how to make this

work. He said this would come back to the Council on December 15th for approval, once the Weber Basin Board had approved it.

Councilmember Day asked Terry if he had any concerns with the agreement.

Terry said no.

There was discussion about a meeting next week between all of the secondary water supply companies.

Woody said on September 15th there had been a discussion about the Water Master Plan. The consultant was at a point to move forward relative to a secondary water system. He said the City was at a point of determining if the City wanted to identify a Master Plan for a secondary water system within Layton City. Woody said this was a concept the consultant had prepared for the City; they had not done a detailed analysis or provided costs associated with a secondary system. He said there had been discussion about having one system and then who would manage that system. Woody said there had been discussion about the City being a part of that versus having the irrigation companies coming together and managing that. He said Staff wanted to get consensus from the Council relative to moving forward with respect to getting a plan and a cost associated with that so that there could be further discussion and look at the alternatives. In the past there had been discussion about looking toward secondary water, and the Council had made that decision, but Staff wanted to further explore the details of the costs associated with that.

Councilmember Day mentioned a meeting he had with Staff to discuss some of his concerns. He said he thought Staff should move forward. Councilmember Day said he didn't think it would hurt to get the four irrigation companies together, but he didn't think there would any consensus from the group until there was a plan brought forward by the consultants. He said there was a lot of discussion that needed to take place. Councilmember Day said he would have some real reservations about the City taking over some of their older systems.

Councilmember Brown said it was a different situation with Weber Basin where they were going to reimburse the City for the costs.

Councilmember Day said he would recommend moving forward with the plan but he thought there needed to be a lot of discussion about the City's involvement and the irrigation companies' involvement.

Woody said the consultant would look at costs associated with a secondary system. He said the City would want to generate impact fees based on those costs to fund future projects, similar to the culinary water system.

**ANNEXATION AGREEMENT, ANNEXATION AND REZONE REQUEST – REDFORD/HUSKY REAL ESTATE – A TO R-S – APPROXIMATELY 1875 WEST 1000 SOUTH – RESOLUTION 16-70 AND ORDINANCES 16-43 AND 16-44**

Bill Wright, Community and Economic Development Director, said this was a fairly straightforward annexation and rezone. He said there would be a public hearing on the regular meeting agenda. The Planning Commission reviewed this on November 8th and there were no comments from the public. Bill said the rezone would be R-S to accommodate a single family subdivision. He said there was a requirement in the annexation agreement for the development to install a storm drain line along 1000 South over to 2200 West. Bill said there would be a payback agreement put in place so that when the property to the north developed, the drainage from that property would connect to this line. He said the property owner was in a feasibility study process to determine the timing of this development knowing the additional costs associated with the storm drain line, and not knowing the timing of the payback.

Councilmember Day said the Nature Conservancy District approached him with their concerns about water that came onto their property from 3200 West, not necessarily with this project, but the entire area. He said they were concerned with how to manage the water and trash that came onto their property and

into their ponds. Councilmember Day said he understood that there were agreements with the City to maintain the pond on 3200 West, but the City wasn't doing that. He said they were concerned with those types of things being looked at.

Bill said that had more to do with the entire storm drain system.

Councilmember Day said that was correct. He said the City hadn't maintained the pond on 3200 West.

Alex asked Councilmember Day who he was meeting with.

Councilmember Day said Ashley Thoman, Staff Engineer; Tyler Webster, Public Works Supervisor; and Mike Kolendrianos with the Nature Conservancy District. He said Mr. Kolendrianos wasn't particularly concerned with the water that came off of City property but how it was handled; the City ought to maintain that. Councilmember Day said Mr. Kolendrianos expressed that the ponds were getting more expensive to maintain and the City should look at providing some funds for that or help them maintain the ponds because it was the City's water that was coming into the ponds.

Alex said the City could do all of that, but the City actually built those ponds for the Nature Conservancy District because they wanted the water. He said it was all agreed to in the past about who would do what; it was done to help their environment. Alex said Staff could look into the details, but it seemed a little bit interesting that now they were coming back saying they wanted the City to pick up additional costs.

Councilmember Day said he wouldn't say additional costs; the agreement indicated that the City would maintain the pond at 3200 West, but the City hadn't done that.

Alex suggested that Councilmember Day have Mr. Kolendrianos call him. Alex said he had had many conversations with Mr. Kolendrianos and had indicated that if there was a problem he should call him to get it resolved. Alex said he had never heard about this.

Councilmember Day said it wasn't a big issue; it was just an issue Mr. Kolendrianos wanted him to bring up.

Alex said Staff would get it addressed.

### **SEXUAL HARASSMENT TRAINING**

Gary indicated that URMMA required that the City provide annual sexual harassment, conflicts of interest, and open meetings training. He said State Code, through the Open Meetings Act, placed responsibility on the Mayor to make sure that training for open meetings was provided to the Council annually.

Gary provided training on sexual harassment. He said violation could be quite costly for the City. Gary shared some examples of sexual harassment cases and the costs associated with that. He reviewed information about quid pro quo and hostile work environments. Gary cautioned everyone to avoid any form of sexual harassment including jokes, gestures, touching, etc. He said the City had a zero tolerance policy relative to sexual harassment. Gary said any type of harassment should be reported and he reviewed who that information could be reported to.

Gary showed a short video of an example of sexual harassment in an office setting.

Mayor Stevenson asked if new employees were given a policy manual and if someone went through the manual with the employee.

Gary said yes. He said the City also provided employee training during department meetings and for supervisor training events. Gary cautioned the Mayor and Council that they had responsibility to report

any harassment as well.

### **CONFLICT OF INTEREST TRAINING**

Gary reviewed information about conflicts of interest. He indicated that the Mayor and Council wore a lot of different hats, and cautioned them of the things they could not do when wearing the government officer hat. Gary said the Mayor and Council couldn't use their position to secure special privilege or money. He said the Mayor and Council shouldn't take any gifts from anyone.

Gary said the Mayor and Council should file a conflict of interest form disclosing any conflicts they may have. He mentioned that the Council and Mayor should excuse themselves from a meeting if an item they were involved in was being discussed.

Mayor Stevenson said relative to the Water Master Plan, he and several members of the Council had shares in the various water companies. Would that be a conflict?

Gary said the more broad the issue, the less the conflict. He said if there was a direct pecuniary benefit it would be a conflict. Gary gave examples of a direct benefit that would be a conflict. Gary said if it was something that was of general interest to everyone, it wasn't a conflict.

Councilmember Day asked how often the Council should file a declaration of a conflict.

Gary said if nothing had changed since the last filing, then it wasn't necessary to file another declaration. He said if anything changed, it needed to be updated.

Councilmember Day said he understood that the declaration form should be filed yearly.

Gary said URMMA liked it filed every year because things did change. He said if there were no changes, it didn't need to be filed every year.

Gary cautioned the Mayor and Council to avoid the very appearance of a conflict.

### **OPEN AND PUBLIC MEETINGS ACT TRAINING**

Gary said the public's business should be done in the public. He cautioned the Mayor and Council about texting during a meeting to each other or to anyone about an item that was being discussed at the meeting. Gary said any text between the Council during a meeting was a violation of the law.

Council and Staff discussed issues with group emails and discussing the public's business. They discussed issues with having a quorum discussing an issue outside of a meeting.

Gary said the City Council and Mayor, the Planning Commission, and the Board of Adjustment were subject to the open meetings law. He said any administrative, advisory, executive or legislative body that spent public funds or decided the public's business was subject to the law.

Gary reviewed information about what constituted a meeting and what a meeting was not. He reviewed information about closed meetings and the purposes for closing a meeting. Gary said the Planning Commission could not close a meeting.

Councilmember Davis said he had been cautioned to only discuss in a closed meeting those items that were intended to be discussed. Very often other issues were brought up that did not warrant a closed meeting.

Gary said that was correct. He said discussion in a closed meeting should not become a free-for-all discussion. Gary reviewed information about the penalties for violating the open meetings law. He

reviewed the guidelines for closing a meeting.

**The meeting adjourned at 6:59 p.m.**

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Thieda Wellman, City Recorder