

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Julie Thompson

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West Bountiful, Utah 84087

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City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, July 21, 2026, AT THE CITY OFFICES

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – Jenn Nielsen

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Report on a Contemplated Property Tax Increase for South Davis Metro Fire Service Area.
4. Resolution #595-26 – A Resolution Consenting to the Appointment of Tauna Sessions as the City Treasurer.
5. Purchase Approval for Fairway Mower.
6. Discussion on Land Use Appeal Authority.
7. Consider Employment Agreement for City Administrator Position.
8. Monthly Financial Report.
9. Meeting Minutes from June 16, 2026.
10. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
11. Mayor/Council Reports.
12. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

This agenda was posted on the State Public Notice website (Utah.gov/pmnp), the city website (WBCityut.gov), posted at city hall, and emailed to the Mayor and City Council on July 17, 2026.

South Davis Metro Fire Service Area

Proudly Serving the Communities of

Bountiful - Centerville - Davis County - North Salt Lake - West Bountiful - Woods Cross

Jeff Larsen, Fire Chief

Subject: South Davis Metro Fire Service Area Proposed Property Tax Increase

Author: Bryce Haderlie, Budget Officer

Date: June 9, 2026

Background

Under Utah Code § 17B-1-1003, when a special district proposes to increase its property tax revenue, the legislative body that appointed a member to that District's Board must be notified of the proposal. The City's appointed representative is required to submit a record of the proposed tax increase to the City Council and ensure it is placed on the City Council agenda within 40 days of receipt.

Subsection (3)(c)(i)-(ii) of the statute further provides that the City Council shall allow public and legislative comment regarding the proposed tax increase. The City's appointed board member can then report the public and legislative sentiment back to the South Davis Metro Fire Service Area Board.

The City Council's role is advisory and informational only. No formal vote or motion approving or denying the increase is required.

Analysis

South Davis Metro Fire Service Area proposes to increase its property tax rate from 0.000519 to 0.000603. For a residence with an average taxable value of \$342,650, the annual tax from South Davis Metro Fire would increase from \$177.72 to \$206.53, an increase of \$28.81 per year. A commercial property with an average taxable value of \$1,150,000 would increase from \$596.45 to \$693.14, an increase of \$96.69 per year.

If adopted, South Davis Metro Fire Service Area's property tax revenue would increase by approximately \$1,301,970, representing a 16.21% increase over the prior year's property tax revenue, excluding new growth.

South Davis Metro Fire Service Area's primary purpose of the proposed tax increase is to fund increases in salaries and benefits to remain competitive, fund a new Deputy Fire Chief position, and fund a small portion of increases in operating expenses due to inflation.

A public hearing on the proposed increase is scheduled for August 3, 2026, at 6:00 pm, at 255 South 100 West, Bountiful, Utah.

Significant Impacts

South Davis Metro Fire Service Area provides emergency and public services to the cities of Bountiful, Centerville, North Salt Lake, West Bountiful, Woods Cross and the unincorporated areas of South Davis County. Metro Fire's emergency services include fire, ambulance, paramedic, hazardous material and technical rescue response. Our public services include fire prevention, public education, CERT, first aid and CPR classes, business inspections, fire investigations, and much more. South Davis Metro Fire Service Area is your community fire department.

The City Council's obligation under Utah Code § 17B-1-1003(3)(c) is to:

1. Provide an opportunity for comment from the City Council and members of the public on the proposed tax increase; and
2. Ensure that the Council's sentiment regarding the increase is recorded and transmitted by the City's Appointed Board Member to the District Board.

This ensures transparency and communication between South Davis Metro Fire Service Area and the City while respecting the District's independent taxing authority.

Recommendation

Staff recommends that the City Council:

1. Receive and record South Davis Metro Fire Service Area's notice of proposed tax increase;
2. Allow public comment in accordance with Utah Code § 17B-1-1003(3)(c)(i); and
3. Record the Council's sentiment on the proposal for City's Appointed Board Member to convey to South Davis Metro Fire Service Area Board pursuant to Utah Code § 17B-1-1003(3)(c)(ii).

No formal vote or motion approving or denying the proposed tax increase is required.

Attachments

South Davis Metro Fire Service Area's "Notice of Proposed Tax Increase".



South Davis Metro Fire Service Area

Proudly Serving the Communities of

Bountiful - Centerville - Davis County - North Salt Lake - West Bountiful - Woods Cross

Jeff Larsen Fire Chief

Fiscal Year 2026-2027 Proposed Property Tax Impact Statement As of June 4, 2026

South Davis Metro Fire Service Area is proposing a property tax increase and will hold a Truth-in-Taxation hearing on August 3, 2026, at 6:00 pm at Station 81 located at 255 South 100 West, Bountiful, Utah, 84010.

The Interim Fiscal Year 2026-2027 General Fund Budget has a projected shortfall (expenses exceed revenue) of approximately \$1,898,276. To fund the shortfall, the Service Area is proposing to use approximately \$676,118 in general fund balance. The Service Area is also proposing to increase the current property tax rate of 0.000519 to 0.000603 (estimated) to collect an additional \$1,301,970 to balance the general fund budget.

The approximate percentage increase of 16.21% in tax revenue is based on the proposed tax rate levy of 0.000603 and would generate approximately \$1,301,970 in additional property tax revenue for the Service Area. The projected \$1,301,970 in additional property tax revenue is included in the presented Interim Fiscal Year 2026-2027 General Fund Budget. The proposed increase in tax levy is being proposed to fund the following:

1. Increases in Salaries and Benefits to remain competitive -	\$807,140
2. New Deputy Fire Chief Position -	\$238,853
3. Increase in Operating Expenditures -	<u>\$255,977</u>
Total New Property Tax Revenue	\$1,301,970

South Davis Metro Fire Service Area's Estimated Current Property Tax Rate	0.000519
South Davis Metro Fire Service Area's Estimated Current Property Tax Revenue (This is the "Auditor's Certified Rate Revenue" as of 5/27/2026)	\$8,031,169
South Davis Metro Fire Service Area's Estimated Proposed Property Tax Rate	0.000603
South Davis Metro Fire Service Area's Estimated Proposed Property Tax Revenue w/Tax Change	<u>\$9,333,139</u>
New Estimated Property Tax Revenue to South Davis Metro Fire Service Area	\$1,301,970

The estimated proposed property tax rate of 0.000603 (16.21%) would have the following impact on residential and commercial properties:

	2025 Average Property Value	2025 Taxable Property Value	Current Property Tax Levy 0.000519	Proposed 0.000603 Estimated Property Tax	Annual Increase
Resident	\$623,000	\$342,650	\$177.72	\$206.53	\$28.81
Business	\$1,150,000	\$1,150,000	\$596.45	\$693.14	\$96.69

South Davis Metro Fire Service Area's Detailed Proposed Property Tax Increases:

Affected	Proposed	Budget without Tax	Budget
<u>Department</u>	<u>Budget</u>	<u>Change</u>	<u>Change</u>
Administration	\$1,122,818	\$1,396,083	\$273,266

Impact of Tax Increase: The Administration Division will hire a Second Deputy Fire Chief. Also includes increases in employee benefits and training.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Operations	\$14,404,515	\$15,119,234	\$714,719

Impact of Tax Increase: The Operations Division increases are in employee salaries and benefits, as well as an anticipated increase in Liability Insurance (approximately \$41,369).

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Logistics	\$1,143,204	\$1,199,775	\$56,571

Impact of Tax Increase: The Logistics Division increases are in employee salaries and benefits, as well as an anticipated increases in Vehicle Maintenance, Fuel, Equipment Maintenance, Buildings Maintenance, and Utilities for all Fire Stations.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Communications	\$613,463	\$650,493	\$37,030

Impact of Tax Increase: The Communications Division increase includes a 5.6% increase in Dispatch Services, increase in phone services, and increases in computer support.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Fire Prevention	\$474,513	\$563,674	\$89,161

Impact of Tax Increase: The Fire Prevention Division increase includes taking two part-time Fire Inspector positions who had no benefits, into one full-time Fire Inspector position with benefits. Also, an increase to purchase a new camera for fire investigations.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Training	\$440,671	\$460,563	\$19,892

Impact of Tax Increase: The Training Division includes increases in employee salaries and benefits as well as an increase in recertification fees for all department employees.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Emergency Medical Services	\$871,390	\$925,095	\$53,705

Impact of Tax Increase: The Emergency Medical Services Division includes increases in employee salaries and benefits, an increase in Ambulance Transport Fees as well as an increase in the Department Bike Medic Program.

Affected <u>Department</u>	Proposed <u>Budget</u>	Budget without Tax <u>Change</u>	Budget <u>Change</u>
Transfers & Fund Balance	\$1,770,925	\$1,778,550	\$7,625

Impact of Tax Increase: Transfers to debt service increased due to increased principal payments being made on the bonds.
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Total General Fund Change	(\$1,301,970)
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If South Davis Metro Fire Service Area Board of Commissioners decides to proceed with a property tax increase, there will be a public hearing on August 3, 2026, at 6:00 pm, at which members of the public will be able to address the Board of Commissioners. A public notice of this meeting will be provided.

This notice as well as South Davis Metro Fire Service Area's Interim Fiscal Year 2026-2027 General Fund Budget can be found on our website at www.sdmetrofire.gov and is also available at Station 81 located at 255 South 100 West, Bountiful, Utah.

Board of Trustees: *Kate Bradshaw – Clark Wilkinson – Bob Stevenson – Brian Horrocks – Ken Romney – Ryan Westergard*

P.O. Box 1547 • Bountiful, Utah 84011 • 801-677-2400 • Fax 801-677-0166

MEMORANDUM



TO: Mayor and City Council

DATE: July 17, 2026

FROM: Duane Huffman, City Administrator

RE: **Appointment of City Treasurer**

This memo recommends the adoption of Resolution 595-26, by which the council would consent to the appointment of Tauna Sessions as City Treasurer.

Background

The City Treasurer position is created by state statute. The statutory duties of the treasurer are generally found in UCA 10-6-141 through UCA 10-6-146. They include:

- **Safeguard city assets:** Act as custodian of all city money, bonds, and other securities.
- **Manage cash and investments:** Determine the city's cash needs and invest available funds in compliance with the State Money Management Act.
- **Receive and account for revenues:** Receive public funds and money owed to the city, including taxes, licenses, fines, and intergovernmental revenue.
- **Issue payment evidence:** Provide each payer a receipt or other proof of payment identifying the date and account, and file supporting documentation with the city.
- **Control check disbursements:** Sign checks prepared by the city finance clerk. Before signing, confirm that sufficient money is on deposit in the correct city bank account.
- **Deposit and protect public money:** Promptly deposit city funds into the appropriate city bank accounts.

UCA 10-3-916 provides that "the mayor, with the advice and consent of the city council, shall appoint [...] a qualified person to the office of city treasurer" and that "the mayor and city council shall use best efforts to ensure the office of [...] city treasurer is not vacant."

The City's current Treasurer, Mindi Tullis, has announced her retirement after 25 years of dedicated service.

Recommend Appointment

The City Administrator is charged with supervising a recruitment process for finding a qualified individual to recommend for appointment. Based on her current service to the city, her past work experience, and qualifications, I have recommended the appointment of Tauna Sessions.

Mayor Romney now makes the formal appointment and requests the advice and consent of the City Council through Resolution 595-26.

WEST BOUNTIFUL CITY

RESOLUTION #595-26

A RESOLUTION CONSENTING TO THE APPOINTMENT OF TAUNA SESSIONS AS THE CITY TREASURER

WHEREAS, Utah Code Annotated 10-3-916 provides that the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Treasurer; and,

NOW THEREFORE, BE IT RESOLVED that City Council of West Bountiful City consents to the Mayor's appointment of Tauna Sessions as the City Treasurer.

EFFECTIVE DATE. This resolution and appointment shall take effect August 3rd, 2026.

Passed and approved by the City Council of West Bountiful City this 21st day of July 2026.

Kenneth Romney, Mayor

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

ATTEST:

Remington Whiting, City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: July 17, 2026

FROM: Duane Huffman

RE: **Expenditure Approvals – Golf Course Fairway Mower**

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

1. Fairway Mower - \$40,000

This year's newly adopted budget (FY 26/27) includes \$107,000 in the Golf Fund for the replacement of two reel and bed knife grinders. Staff is requesting to instead use a portion of this funding to move up the purchase of a Fairway Mower (scheduled for FY 27/28). The city has the opportunity to purchase a used Fairway Mower (year 2022, service hours 1500) for significantly less than a new mower. This would leave enough funding for the eventual purchase of one grinder (unless used grinders can also be found).

If the council consents to this purchase, a simple motion authorizing the expense is sufficient.

MEMORANDUM



TO: City Council

DATE: July 15th, 2026

FROM: City Staff

RE: **Appeal Authority Options Following SB 284**

The purpose of this memo is to provide the city council with an overview of the recent changes regarding land use appeal authorities and to summarize how neighboring Davis County municipalities have designated their appeal authority.

Staff seek to receive input from the council in terms of questions or proposals. Using the council's initial feedback, this issue will then go the planning commission for a formal recommendation from that body.

Background

The West Bountiful City Council has served as the appeal authority for land use decisions for many years.

See the attached "Role of An Appeal Authority" created by the Land Use Academy of Utah for more information on what the appeal authority does.

Per 2026's SB 284, most municipalities may no longer designate the city council as the appeal authority for land use decisions. Instead, cities are required to establish one or more independent appeal authorities to hear:

- Requests for variances from land use ordinances;
- Appeals from land use decisions applying a land use ordinance; and
- Appeals from certain land use fees.

Research of Neighboring Municipalities

Staff have reviewed the land use codes for several neighboring Davis County cities to determine how they currently administer land use appeals.

City	Appeal Authority
North Salt Lake	Hearing Officer – The Hearing Officer is appointed by the mayor with the advice and consent of the city council and is authorized to hear appeals of administrative land use decisions, variance

	requests, and applicable land use fee appeals. (10-2-2)
Bountiful	Administrative Law Judge - The Administrative Law Judge shall hear and decide appeals from: Decisions on variance requests from the terms of the land use ordinances, and Decision's interpreting and applying land use ordinances. (14-2-109)
Woods Cross	Hearing Officer – The Hearing Officer will hear and decide appeals from decisions applying the City's land use ordinance, requests for variances from the terms of the land use ordinance, and appeals from any fee imposed by the City. (12-4-103)
Centerville	Board of Adjustments – 1. Hear and decide appeals from zoning decisions, 2. Hear and decide appeals from Planning Commission decisions regarding conditional use permits, 3. Hear and decide appeals from Planning Commission decisions regarding site plans, 4. Hear and decide appeals from Planning Commission decisions regarding special exceptions, 5. Hear and decide variances, 6. Hear and decide appeals regarding the existence, expansion, or modification of nonconformities. (12-20-060)
Farmington	Hearing Officer – See 3-7-010 of Farmington Municipal Code

The Role of an Appeal Authority

First and foremost, an appeal authority serves as the final arbiter of issues involving the interpretation or application of land use ordinances. [10-9a-701\(1\)\(b\)](#); [701\(3\)\(a\)\(ii\)](#). Only a decision in which a land use authority has applied a land use regulation to a particular land use application, person, or parcel may be appealed to an appeal authority. [10-9a-707\(6\)](#).

An appeal authority is also designated by state law as the entity that is to hear variance requests. [10-9a-701\(1\)\(a\)](#). More about that later.

A newer assignment for an appeal authority is to hear appeals from the assessment of certain fees for reviewing development plans, processing land use applications, and hooking up utility systems. [10-9a-701\(1\)\(c\)](#) and [10-9a-510](#). Someone who disagrees with what they were charged is now clearly entitled to file an appeal and challenge the fees before the appeal authority. Fees charged by municipalities are subject to this appeal. [10-9a-510](#). Also, fees charged by non-municipal culinary or secondary water providers can be brought to the appeal authority to justify the fees assessed for hookup charges and other fees. [10-9a-510\(7\)](#). The fees can reflect only the reasonable estimated cost of regulation, processing an application, issuing a permit, or delivering the service for which the owner paid the fee. [10-9a-510\(5\)\(c\)](#).

An appellant cannot be required to pursue duplicate or successive appeals before the same or separate appeal authorities as a condition of exhausting administrative remedies. [10-9a-701\(4\)\(d\)](#).

This summary is part of the Utah Land Use Library, prepared by the Utah Land Use Institute and associated with the Land Use Academy of Utah. The Office of the Property Rights Ombudsman has provided funding for this training program from the 1% surcharge on all building permits in the State of Utah.

Land use law is evolving. Please verify that no more recent legislation or court opinions have modified the legal conclusions described here. The ULUI compilations, narratives and summaries aim to provide useful information. This should not be confused with legal advice. While the editors endeavor to have the information in this material be accurate and complete, neither the ULUI nor its editors and authors warrant that the information is complete or accurate and disclaim all liability to any person for any loss caused by errors or omissions in this collection of information. Comments and suggestions are welcome. Please contact us at library@utahlanduse.org.

MEMORANDUM



TO: Mayor and City Council

DATE: July 17, 2026

FROM: Duane Huffman, City Administrator

RE: **Employment Agreement – City Administrator**

This memo introduces a proposed Employment Agreement for the current city administrator. Similar agreements were authorized in 2013, 2016, 2019, and 2022. This memo briefly reviews the key provisions of the agreement and lists the benefits for the city.

Key Provision of Proposed Agreement

1. Employment responsibilities and duties are clearly defined.
2. The agreement is for a 5-year term, at which point employment becomes at-will. Previous agreements have had terms of 3 or 4 years.
3. If the city administrator ends employment before the end of the term, he agrees to provide notice of at least 30 days, and provide consulting services for 60 days after he leaves employment.
4. If the city ends the employment “without cause,” the administrator will receive a sum equal to 6 months’ salary as a severance.

Benefits to the City

The International City/County Management Association recommends employment agreements between city administrators and cities. Some of the reasons/benefits include:

- A. The stable working situation created by an agreement helps to attract and keep top-flight administrators in a generally mobile profession.
- B. The safety net of an agreed-upon severance gives the city administrator the ability to make necessary decisions and provide potentially unwelcome advice to the council.
- C. If the mayor and council ever feel a change in the position is necessary, there are no questions or need to argue about the terms of a separation.
- D. If the city administrator ever feels a change is necessary, the agreement assists in creating a process for a smooth transition.

On a personal note, I consider it a privilege and honor to work with the West Bountiful City staff and council as we have served the community these last thirteen years, and I very much desire to continue in this position. Thank you for the opportunity and your consideration.

WEST BOUNTIFUL CITY Employment Agreement

THIS EMPLOYMENT AGREEMENT is made and entered into as of August 6, 2026 (the “*Effective Date*”), by and between WEST BOUNTIFUL CITY, a Utah corporation located at 550 North 800 West, West Bountiful, Utah 84087 (the “*City*”); and DUANE HUFFMAN, an individual residing in North Salt Lake, Utah (“*Employee*”).

The City has employed Employee in the position of City Administrator under Employment Agreements dated August 6, 2013, August 6, 2016, August 6, 2019, and August 6, 2022. The City desires to continue employing Employee, and Employee is willing to continue working for the City, in accordance with the provisions of this Agreement and Chapter 2.12 of the West Bountiful Municipal Code, as amended (the “*Code*”).

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

1. EMPLOYMENT AND DUTIES. The City employs Employee in the position of City Administrator. Employee’s duties will be as provided in Chapter 2.12 of the Code, and as otherwise directed by the City Council in its sole discretion; provided, that any change of Employee’s position from that of the City’s Chief Administrative Officer will be deemed Termination without Cause (as defined below). Employee will devote substantially all of Employee’s time and attention to promoting the City’s business, and will be considered a full-time, exempt employee of the City.

2. COMPLIANCE WITH CITY POLICIES. In performing his duties, Employee will comply with the Code and other applicable law, as well as all policies and rules of the City as adopted from time to time, including those contained in the City’s Personnel Policies and Procedures Manual, as amended (the “*Policy Manual*”). The provisions of this Agreement will govern to the extent of any inconsistency between this Agreement and the Policy Manual.

3. PERFORMANCE EVALUATION. Employee’s employment will be subject to performance evaluations to be conducted under the direction of the Mayor and City Council at least annually. The parties will keep the performance evaluations confidential in accordance with applicable law.

4. COMPENSATION. Employee will be entitled to receive compensation in the form of salary and benefits as set forth in the attached **Exhibit A**. Employee’s compensation will be subject to periodic review and adjustment by the City Council in its sole discretion.

5. TERM AND TERMINATION. Unless sooner terminated as provided below, this Agreement will commence on the Effective Date and will continue for a term of five (5) years. Unless the parties negotiate a written renewal of this Agreement, any employment relationship extending beyond the term of this Agreement will be on an at-will basis.

a. Termination without Cause. *Notwithstanding any provision of this Agreement or the Policy Manual to the contrary, either party may terminate this Agreement for any reason or for no reason at all upon written notice. The remedies provided in this Agreement for Termination without Cause (as defined below) are intended to be exclusive and supersede any other available remedy Employee may have in connection with his employment or the termination of his employment.* If the City terminates Employee’s employment without cause (“*Termination without Cause*”), it will pay Employee a severance benefit as described in **Exhibit A**. If Employee terminates his employment without cause, Employee will give the City thirty (30) days’ prior written notice of the termination and will provide the City, at its option, consulting services for sixty (60) days following the effective date of termination. Employee will provide

such consulting services without compensation for the purpose of assisting the City to transition to a new city administrator.

b. Termination for Cause. The City may terminate this Agreement upon written notice for Cause, as defined below. For purposes of this Agreement, “*Cause*” means any of the following: (1) willful, knowing, grossly negligent, or negligent breach of or continued failure to substantially perform Employee’s duties under this Agreement (other than any failure resulting from disability); (2) willfully engaging in conduct that is demonstrably and materially injurious to the City’s business; (3) habitual and unexplained absenteeism, chronic alcoholism or drug addiction; (4) engaging in conduct involving a crime (other than minor traffic violations) or other act of moral turpitude; (5) gross insubordination; and (6) any willful, knowing, grossly negligent or negligent misapplication or misuse by Employee of public funds or other property owned by or entrusted to the City or any related agency. In the event of termination for cause, Employee will not be entitled to any severance benefit, and the City will be entitled to pursue any remedy available under this Agreement, at law, or in equity, including recovery of the City’s costs and reasonable attorney fees, both before and after judgment. The City’s remedies will be cumulative.

c. Retirement. This Agreement will terminate upon the retirement, adjudicated incompetency, or death of Employee.

d. Effect of Termination. Upon termination of the parties’ employment relationship for any reason:

(1) The City will be liable to compensate Employee for services and any accrued leave or vacation only through the effective date of termination;

(2) The City will be entitled to offset any unaccrued vacation, time off, or sick leave Employee may have taken against any amount owing for Employee’s final paycheck;

(3) The City will make available to Employee any other benefits required by law; and

(4) The provisions of this Agreement, other than those specifically related to the rights and obligations of the parties during the period of employment, will survive termination of the employment relationship.

6. DELIVERY OF CITY PROPERTY. Employee shall hold as the City’s property all keys, access codes, user names, passwords, memoranda, books, papers, forms, letters, data and other City documents or property that relate in any way to the City’s business, whether maintained electronically or otherwise, whether made by Employee or otherwise coming into Employee’s possession; and shall deliver all originals and copies, including electronic copies, of such documents and materials to the City upon the termination of Employee’s employment.

7. REPRESENTATIONS AND WARRANTIES. Employee represents and warrants that the fulfillment of Employee’s duties under this Agreement or as an employee of the City will not violate or breach any agreement or understanding with any third party, including any former employer of Employee.

8. MISCELLANEOUS PROVISIONS.

a. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given either at the time of delivery if personally delivered or sent by fax or other electronic means, or three (3) days after the time of mailing first class, postage prepaid, and addressed to the party at the address listed in the preamble of this Agreement or, in Employee’s case, the last known

address listed in Employee's personnel file, or such other address as the party designates in writing by notice in accordance with the provisions of this subsection.

b. Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement shall be valid or binding unless made in writing and signed by all parties. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

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

d. No Partnership. The transaction contemplated under this Agreement is an employment relationship only, and does not constitute a partnership, joint venture, or other association between the parties. This Agreement does not confer any authority on Employee to bind the City other than as provided in the Code or by direction of the City Council.

e. Assignment. This Agreement will not be assignable by any party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement will be binding upon and shall inure to the benefit of the parties' respective successors, heirs, and assigns.

f. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICTS OF LAWS PROVISIONS, EXCEPT AS UTAH LAW MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH OR THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

g. Further Documentation. The parties will cooperate in executing and delivering any further documents required by law or this Agreement to carry out the terms of this Agreement.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE CITY:

EMPLOYEE:

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

DUANE HUFFMAN

ATTEST:

Remington Whiting, *City Recorder*

EXHIBIT A

Compensation

Employee will be compensated as follows:

1. Salary. Employee will receive a gross annual salary at the level in effect as of the Effective Date, and thereafter as set by the City Council; provided, that any decrease in Employee's gross annual salary from its then current level without Employee's consent will be deemed Termination without Cause unless the parties agree otherwise in writing. Employee's salary will be payable every two weeks, net of applicable withholdings, in accordance with the City's regular payroll policies. Notwithstanding any provision of this Agreement, the Policy Manual, or any other City policy to the contrary, Employee will not be entitled to overtime pay or compensatory time off.

2. Benefits. The City will provide Employee the following benefits:

a. Car Allowance. The City will pay Employee \$200.00 per month as an allowance for automotive expenses. Employee will not be entitled to reimbursement for any other automotive expense.

b. Retirement. The City will contribute to the Utah Retirement System on Employee's behalf all amounts required by law. Upon written notice to the City, Employee may opt out of the Utah Retirement System and direct that such contributions be made to Employee's 401k plan, IRA, or other qualified retirement plan. In such event, the City will make the required contributions to the designated plan or account and will have no further obligation to contribute to the Utah Retirement System on Employee's behalf.

d. Personal Time Off. Employee will accrue leave and vacation time at the rate of six hours per pay period commencing as of the Effective Date. This leave and vacation time will be in lieu of any overtime pay, compensatory time off, or other paid leave, except for sick leave as allowed under the Policy Manual. Employee will schedule leave with the Mayor in advance.

e. Professional Development. The City will pay Employee's dues for membership in the Utah City Managers Association (UCMA), International City Managers Association (ICMA), and Utah League of Cities and Towns (ULCT). The City will pay for Employee to attend the annual ICMA conference bi-annually unless the City's budgetary circumstances do not so allow. Reimbursement for travel to other meetings or conferences held by any of these organizations will be determined by the City Council on a case-by-case basis and in accordance with the City budget.

f. Severance. In the event Employee receives a Termination without Cause as provided in **Section 5.a** of the Agreement, the City will pay Employee a lump-sum severance benefit, conditioned upon Employee's execution of a release of all claims against the City and the expiration of any waiting period required by law, in an amount equivalent to six (6) months of Employee's salary at the time of termination, net of applicable withholdings.

g. Other Benefits. Employee will be entitled to other benefits, not inconsistent with this Agreement, as provided in the Policy Manual or as required by applicable law.

3. Expenses. Except as otherwise provided in this Agreement, the City will reimburse Employee's expenses incurred to further the City's business as approved by the City Council on a case-by-case basis.

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **June 16th, 2026**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen, and Julie Thompson

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

PUBLIC: Alan Malan, Richmond Thornley, Simon Mortensen, Ryan Parker, Brian Garner

EXCUSED:

Regular Meeting

Mayor Romney called the meeting to order at 7:30 pm. Julie Thompson gave an Invocation, and the Pledge of Allegiance was led by Kelly Enquist.

1. Approve Agenda

MOTION: *Jenn Nielsen made a motion to approve the agenda. Julie Thompson seconded the Motion which PASSED by unanimous vote of all members present.*

2. Oath of Office for Officers Erika Wood and Nate Garner.

3. Public Comment.

No Comment

4. Presentation – Davis County Permanent Supportive/Transitional Housing

Ryan Parker introduced himself and the members of the County's community economic development team. He presented information regarding the annual point-in-time count for homelessness, including trends from 2021 through 2025. Mr. Parker explained the concepts of transitional housing and permanent supportive housing, and discussed the distinctions between the "Housing First" and "Housing Only" approach. He reviewed the benefits of providing housing for individuals experiencing chronic homelessness and highlighted the economic benefits associated with affordable housing projects.

Council members asked questions regarding the number of individuals who re-enter housing programs after previously leaving them, as well as strategies for addressing residents' concerns related to crime. A question was also raised regarding the county's preferred location

for a potential housing project. Mr. Parker responded that the county is seeking a location near the center of the county.

5. Ordinance 512-26 – An Ordinance Amending Title 17 of the West Bountiful Municipal Code Related to Building Restrictions in the Street Side Yards of Corner Lots.

Duane explained that during a previous City Council meeting, the Council directed staff to prepare an ordinance that would allow residents to construct accessory structures that require a permit within the street side yard, but outside of the street side yard setback.

MOTION: *James Ahlstrom made a motion to adopt Ordinance 512-26 – An Ordinance Amending Title 17 of the West Bountiful Municipal Code Related to Building Restrictions in the Street Side Yards of Corner Lots. Jenn Nielsen seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Julie Thompson – Aye

Dell Butterfield – Aye
Jenn Nielsen – Aye

6. Resolution 593-26 – A Resolution Enacting a 2nd Amendment to the Fiscal Year 2025-2026 Budget.

Duane presented the budget amendments that were discussed at previous city council meetings and a public hearing, along with additional adjustments including items related to solid waste, increased utility costs at the golf course, drug testing, equipment supplies and maintenance, and the purchase of a rough mower. The Council discussed the increase in drug testing costs.

MOTION: *James Ahlstrom made a motion to adopt Resolution 593-26 – A Resolution Enacting a 2nd Amendment to the Fiscal Year 2025-2026 Budget. Kelly Enquist seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
Kelly Enquist – Aye
Julie Thompson – Aye

Dell Butterfield – Aye
Jenn Nielsen – Aye

7. Resolution 594-26 – A Resolution Adopting the West Bountiful City Budget and Property Tax Rate for the Fiscal Year 2026-2027.

Duane presented the proposed budget, noting that it had previously been presented and discussed at City Council meetings in May and a public hearing in June. He reviewed two proposed changes - the first updating revenues to match the provided certified tax rate, and the second was a reduction in expenditures associated with the removal of a proposed code enforcement officer position that would have been shared with Centerville City.

Duane also reviewed several budget highlights, including funding for improvements at 700 North and 975 West, as well as the purchase of two new police vehicles.

MOTION: *Dell Butterfield made a motion to adopt Resolution 594-26 – A Resolution Adopting the West Bountiful City Budget and Property Tax Rate for the Fiscal Year 2026-2027. Kelly Enquist seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Jenn Nielsen – Aye

Julie Thompson – Aye

8. Ordinance 514-26 – An Ordinance Adopting an Update Employee and Official Compensation Schedule.

Duane explained that the proposed ordinance would amend the city's pay scale with an increase of 2.7%.

MOTION: *Kelly Enquist made a motion to adopt Ordinance 514-26 – An Ordinance Adopting an Update Employee and Official Compensation Schedule. Dell Butterfield seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Jenn Nielsen – Aye

Julie Thompson – Aye

9. Ordinance 513-26 – An Ordinance Temporarily Suspending Chapter 2.34 of the West Bountiful Municipal Code and All Associated Youth City Council Bylaws for a Period Six Months; Establishing Interim Operating Standards for the Youth City Council.

Council member Nielsen explained that, with the restructuring of the Youth City Council, it is best to redo the bylaws to avoid any conflicts.

MOTION: *Jenn Nielsen made a motion to adopt Ordinance 513-26 – An Ordinance Temporarily Suspending Chapter 2.34 of the West Bountiful Municipal Code and All Associated Youth City Council Bylaws for a Period Six Months; Establishing Interim Operating Standards for the Youth City Council. James Ahlstrom seconded the motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Jenn Nielsen – Aye

Julie Thompson – Aye

10. Presentation of Annual Fraud Risk Assessment.

Duane presented the Annual Fraud Risk Assessment. West Bountiful scored 365 out of 395 points, which indicates a very low risk level.

11. Annual Open Meeting Training

Duane conducted the annual open meeting training with the council.

12. Monthly Financial Report.

Duane presented the Monthly Financial Report.

13. Meeting Minutes from June 2nd, 2026.

MOTION: *James Ahlstrom made a motion to approve the meeting minutes from June 2nd, 2026. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members present.*

14. Staff Reports

Police Department – Brandon Erikson

- Two new officers were sworn in today. They are both in FTO.

Public Works Department – Steve Maughan

- Pavement project is nearly complete. 1450 N was paved today.
- Continuing to paint the fire hydrants for the 250th Anniversary.
- Child's Park project will begin soon.
- The fence material on 1000 N will be galvanized steel.

Engineering – Kris Nilsen

- Belmont, Highgate and Pope subdivisions are nearing final approval.
- Trico has turned in a final pay request that is being reviewed by staff.

Community Development/Administration – Duane Huffman

- Met with UTA in relation to the double track project to discuss utilities. They will affect the waterline on 500 S. The storm drain canal at Pages Lane will also be affected. This might cause the closure of Pages Lane for 6-8 weeks.
- The mulch fire on 500 S was never fully extinguished, and the owner is working on slowly uncovering it so that it will fully burn.

15. Mayor/Council Reports

James Ahlstrom

- Could not participate in the last city council meeting but was able to listen.

Dell Butterfield:

- The South Davis Recreation Center is working to align its values and goals, specifically as the Flag Football program continues to grow.
- Councilmember Nielsen shared some concern over the step equipment in the aerobic class and the possibility of an injury due to their condition.

Kelly Enquist:

- Mosquito Abatement continues to spray for mosquitos.
- Arts Council will host a Friday Night on September 11th for the America 250 celebration.

Jenn Nielsen:

- Many entries for the parade have enquired about instructions, and this is being resolved.
- YCC BBQ was successful. The advisors are excited about next year.
- Wasatch Integrated meeting last week. The Weber transfer station is closing on July 1st which may cause some problems.

Julie Thompson:

- The challenge coins have been ordered, and the shirts will be ordered soon. The banner, fire hydrant designs, and the proposed mural were discussed.

Kenneth Romney:

- Shared appreciation for everybody.

16. Adjourn.

MOTION: *James Ahlstrom made a motion to adjourn the meeting of the West Bountiful City Council. Jenn Nielsen seconded the motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on July 7th, 2026.

Remington Whiting, City Recorder