

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

UPDATED **CITY COUNCIL MEETING**

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING
BEGINNING AT 7:30 PM ON TUESDAY, **JULY 7, 2015** IN THE CITY OFFICES
AT 550 NORTH 800 WEST,

7:30 pm REGULAR MEETING

Invocation/Thought –James Ahlstrom
Pledge of Allegiance – Mark Preece

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Awarding Playground Equipment Proposal.
4. Consider Resolution #367-15, A Resolution Authorizing the Submission of an Opinion Question to West Bountiful City Residents Regarding the Imposition of a City Wide Option Recreational, Cultural, Botanical, and Zoological Sales and Use Tax.
5. Consider Resolution #368-15, A Resolution Authorizing an Interlocal Agreement for Justice Court Services with Farmington City.
6. Consider Community Development Block Grant Agreement for Sidewalk Improvement Project.
7. Consider Purchase Approvals for New Equipment Included in the Recently Adopted FY2016 Budget.
- 7. A Consider Award to Wind River Excavation for \$31,500 for Pages Lane Water Line Repair**
8. Engineering/Planning Commission Report.
 - Discuss Land Use Ordinances Related to Flag Lots.
9. Administrative Report.
10. Mayor/Council Reports.
11. Approve Minutes from the June 16, 2015 City Council Meeting.
12. Executive Session Pursuant to Utah Code Annotated 52-4-205(c), to Discuss Pending or Reasonably Imminent Litigation.
13. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801)292-4486 twenty-four hours prior to the meeting.

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 July 2, 2015.



MEMORANDUM

TO: Mayor and City Council

DATE: July 2, 2015

FROM: Duane Huffman and Ben White

RE: **Playground Equipment Award and Other Improvements Discussion**

In response to a request for proposals, the City received seven proposals from playground equipment suppliers and contractors. After review and evaluation of the proposals by the designated council members and staff, Big T Recreation is being recommended as the vendor who represents the best design and value to the City. The recommended design included with this memo, which has been modified from the originally submitted proposal, comes at a cost of \$134,559.96 installed.

Before the playground equipment is installed, there is some site work which needs to occur. Staff intends to have contractors who are independent from the playground contractor remove trees, existing concrete, and swings, and construct a new concrete border prior to the playground equipment being installed. In order to get all the work completed by this fall, we need to advertise a concrete package soon.

Staff's understanding is that upon approval of the playground equipment, the Council intends to move forward with issuing a request for proposals for the installation of the concrete work around the playground equipment. A bid package is being prepared with three bid schedules: playground, a new basketball court, and volleyball improvements. With the three schedules, the City Council can see the cost of each component separate from the others and make an award for one, two, or all three schedules. Before bidding the additional work, we want to confirm that: (1) these are the items we desire to construct this year; (2) we have correctly identified the appropriate locations; and (3) there is not anything else that should be included in a concrete package for this year.

Playground Equipment Proposals Summary

	BIG T 1	PLAY SPACE 1	Miracle Garrett 1	Buell	Lucky Dog1	Lucky Dog2	Sonntag	Great Western 1	Great Western 2
Footprint (sqft)	5,400	8,460	4,200	4,307	4,414	3,617	2,601	4,428	4,428
Equipment	\$116,662	\$128,425	\$108,000	\$87,720	\$93,251	\$127,152	\$86,500	\$129,024	\$114,161
Ground Cover									
Chip	\$5,600	\$7,614	\$3,360	\$9,518	\$5,429	\$3,751	\$3,823	\$9,299	\$9,963
Turf	\$68,850		\$42,000	\$58,015					
Rubber		\$92,975			\$27,896	\$22,859			
Poured	\$85,050	\$109,980	\$69,300	\$55,517	\$94,460	\$77,404	\$36,856	\$69,741	
Tile							\$33,605		\$110,700
Total Cost									
Chip	\$122,262	\$136,039	\$111,360	\$97,238	\$98,680	\$130,903	\$90,323	\$138,323	\$124,124
Turf	\$185,512		\$150,000	\$145,735					
Rubber		\$221,400			\$121,147	\$150,011			
Poured	\$201,712	\$238,405	\$177,300	\$143,237	\$187,711	\$204,556	\$123,356	\$198,765	
Tile							\$120,105		\$224,861



Big T Recreation
 949 E Pioneer Rd Ste. A-4
 Draper, UT 84020

(801)572-0782
 susan@bigtrec.com

Quote

Date	Quote #
07/02/2015	5442
Exp. Date	
	08/31/2015

Address
West Bountiful City 550 N 800 W West Bountiful, UT 84087

Quantity	Product	Description	Rate	Amount
1	Structure	<ul style="list-style-type: none"> • West Bountiful City Park Playground Equipment - Revision C • Playworld Systems Custom Option 1C Design #15-1875C 	96,015.00	96,015.00
1	Freight	<ul style="list-style-type: none"> • Freight 	6,144.96	6,144.96
1	Surfacing	<ul style="list-style-type: none"> • Up to 480 Cubic Yards of Engineered Wood Fiber To cover both play areas with 12" depth 	11,000.00	11,000.00
1	Services	<ul style="list-style-type: none"> • Installation of Playground and Wood Fiber 	21,400.00	21,400.00
			Total	\$134,559.96

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or susan@bigTrec.com.

We thank you for your business.

Accepted By _____

Accepted Date _____



West Bountiful City Park

West Bountiful, Utah



Sales Representative

Equipment Manufacturer





West Bountiful City Park

West Bountiful, Utah



Sales Representative

15-1875C.BTR

Equipment Manufacturer





West Bountiful City Park

West Bountiful, Utah



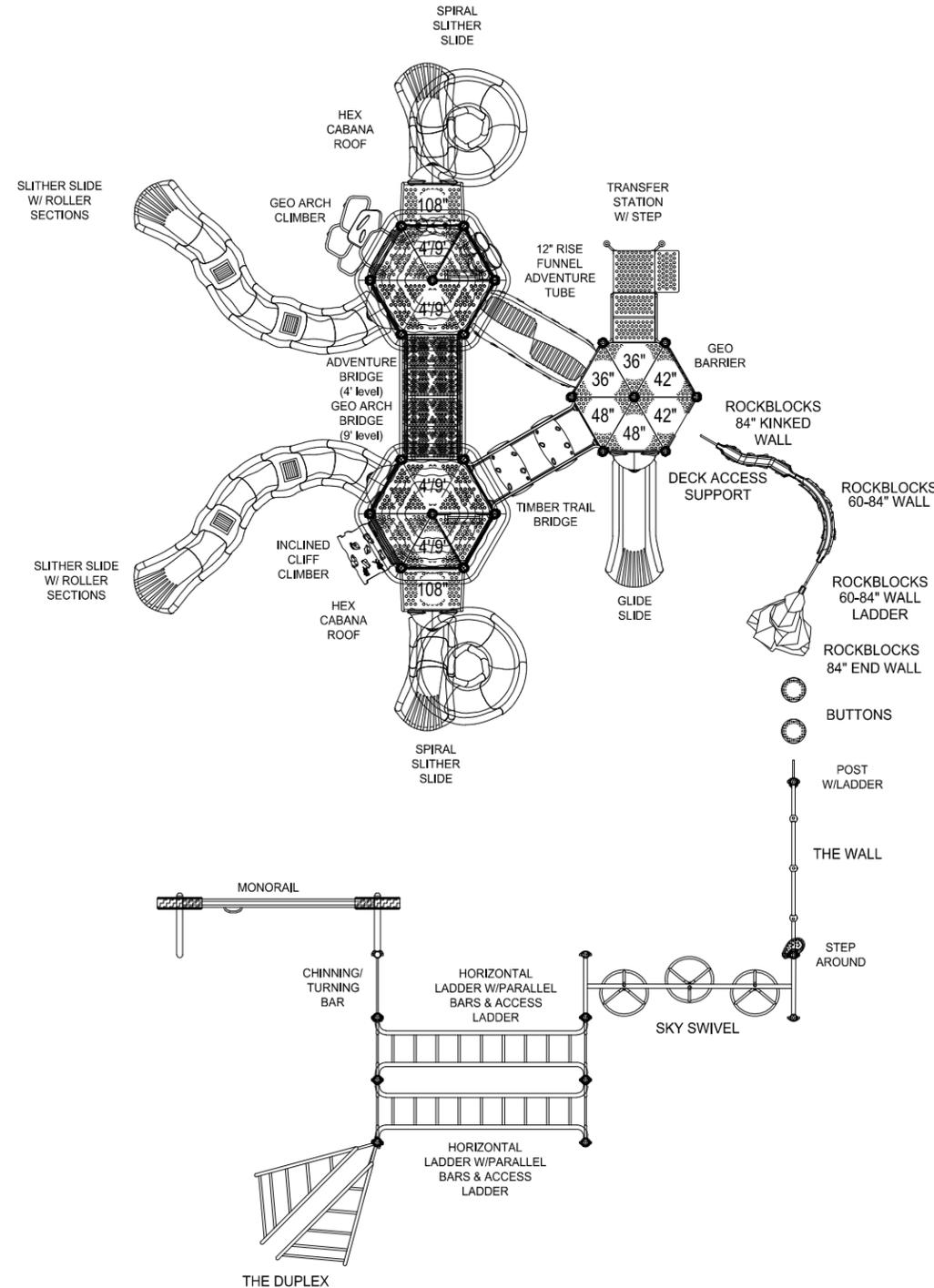
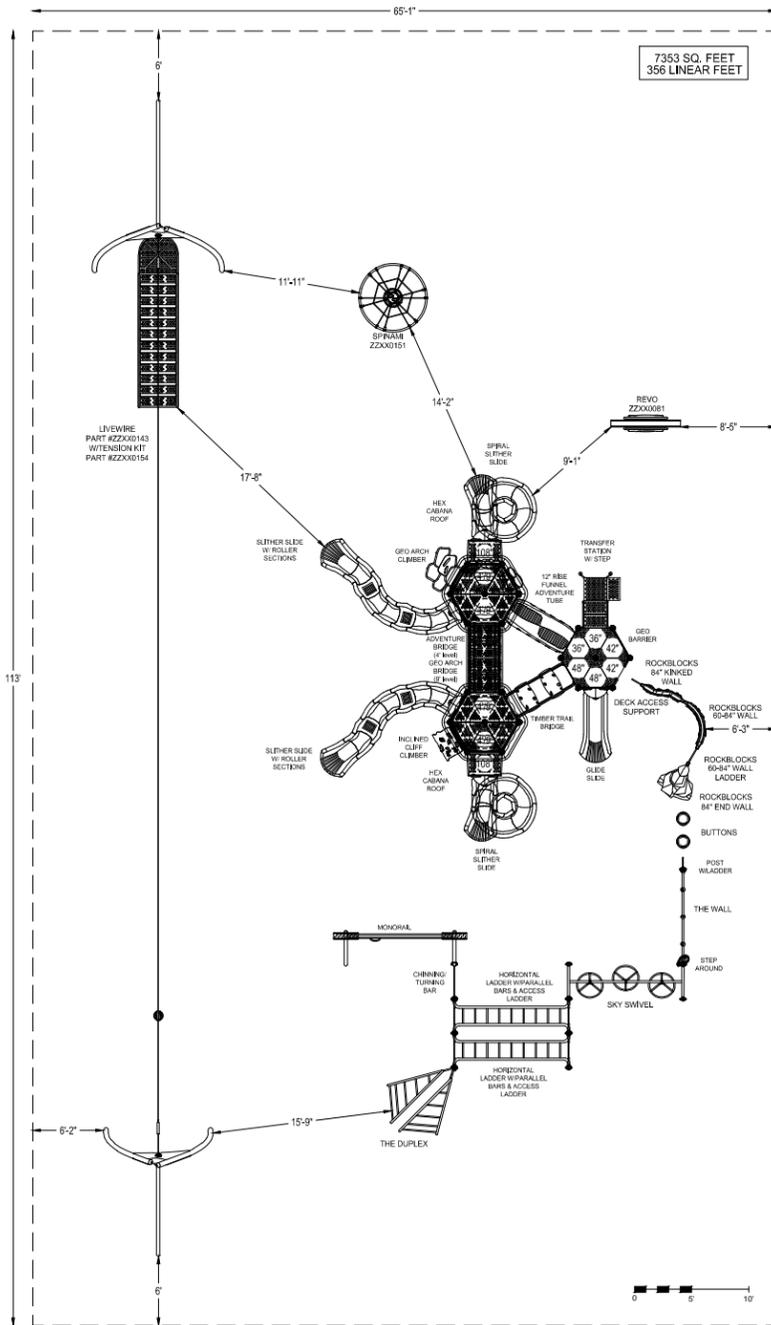
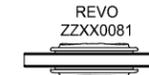
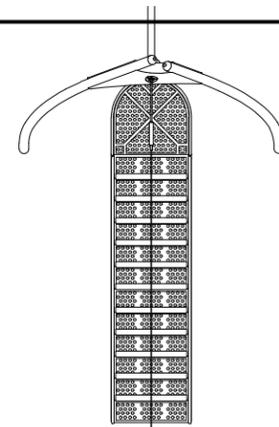
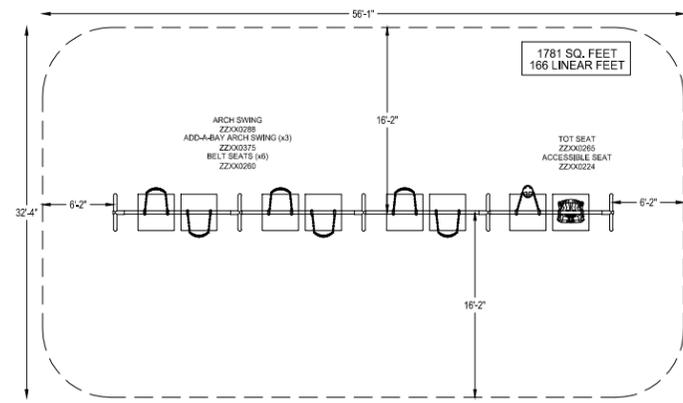
Sales Representative

Equipment Manufacturer



1/16" = 1'-0" SCALE

1/8" = 1'-0" SCALE



BIG T RECREATION
 949 East Pioneer Rd, Suite A4
 Draper, UT 84020

EQUIPMENT SIZE:
54'6" x 33'10" x 18'

USE ZONE:
SEE DWG

AREA:
SEE DWG

PERIMETER:
SEE DWG

FALL HEIGHT:
9 Ft.

USER CAPACITY:
137

AGE GROUP:
5-12

ADA SCHEDULE	Total Elevated Play Activities: 18	
	Accessible Elevated Activities	Accessible Ground-Level Play Types
Required	9	3
Provided	10	7

✓ ASTM F1487-11
 ✓ CPSC #325



PROJECT NO:
15-1875C.BTR

SCALE:
SEE DWG

DRAWN BY:
R. DIEFFENBACH

Paper Size

DATE:
1-JUL-2015

B

*PLAYGROUND SUPERVISION REQUIRED

WEST BOUNTIFUL CITY PARK OPTION 1

WEST BOUNTIFUL, UT



MEMORANDUM



TO: Mayor & Council
DATE: July 2, 2015
FROM: Duane Huffman
RE: **RAP Ballot Question**

In July 2008, Resolution 233-08 authorized and approved the submission of a RAP Tax opinion question to residents of West Bountiful for the November 2008 election. Following a majority vote (1,307 to 948, or 58% to 42%) on the issue, the Council adopted Ordinance 306-08 imposing the 0.10% tax and adopting Chapter 3.10 implementing the RAP tax for a period of 8 years. The imposition of the RAP tax took effect April 1, 2009 and will expire in 2017.

To reauthorize the tax, the City Council must use the process outlined in UCA 59-12-1402, as follows:

1. Provide notice to the Davis County Commission of the City's intent to submit the opinion question to the residents of the city - UCA 59-12-1402(6)(a)(i). **DONE**
2. Receive a written resolution passed by the County Commission that the county is not seeking to impose a county-wide RAP Tax - UCA 59-12-1402(6)(a)(ii). **DONE**
3. Approve a resolution at least 75 days prior to the election authorizing an opinion question on the ballot for the 2015 municipal election (or the general election in 2016) – UCA 59-12-1402(1)(a).
4. The City will also provide notices and a voter information pamphlet as required by law.

To proceed, the City Council must now approve a resolution prior to August 20th that authorizes an opinion question on this fall's ballot. UCA 59-12-1402(1)(b) requires that the ballot question read as follows:

""Shall (insert the name of the city or town), Utah, be authorized to impose a .1% sales and use tax for (list the purposes for which the revenues collected from the sales and use tax shall be expended)?"

Allowable purposes for the RAP Tax include:

- A. To finance cultural facilities, recreational facilities, and zoological facilities within the city.
- B. To finance ongoing operating expenses of:
 - a. Recreational facilities described above within the city or town, and

- b. Botanical organizations, cultural organizations, and zoological organizations within the city.

It is staff's understanding that the purposes listed in the ballot question can be more specific than the allowable purposes listed in the state code, but they cannot expand beyond the allowable purposes. The two examples that follow show a broad approach and a specific approach.

Broad Example:

"Shall West Bountiful City, Utah, be authorized to impose a .1% sales and use tax to finance cultural facilities, recreational facilities, and zoological facilities within the city and to finance ongoing operating expenses of recreational facilities and botanical organizations, cultural organizations, and zoological organizations within the city."

More Specific Example (language used by Bountiful City in 2014):

"Shall West Bountiful City, Utah, be authorized to impose a .1% sales and use tax to fund parks improvements, recreational improvements, and cultural facilities and organizations."

For the July 7th City Council meeting, staff has prepared for consideration a resolution authorizing a ballot question. The form of this question may be discussed, refined, or sent back for additional work.

WEST BOUNTIFUL CITY

RESOLUTION #367-15

A RESOLUTION CALLING FOR, AUTHORIZING, AND DIRECTING THE SUBMISSION OF AN OPINION QUESTION TO WEST BOUNTIFUL CITY RESIDENTS REGARDING THE IMPOSITION OF A CITY OPTION RECREATIONAL, CULTURAL, BOTANICAL, AND ZOOLOGICAL SALES AND USE TAX.

WHEREAS, the West Bountiful City Council finds it is in the best interest of West Bountiful City (“City”) to submit to residents of the City an opinion question, so that each resident may express an opinion on the imposition of a local sales and use tax of 0.1% on the transactions described in Utah Code Ann. § 59-12-103(1) located within the City, to fund recreational, cultural, botanical, and zoological organizations and or facilities and to finance ongoing operating expenses of recreational facilities and cultural organizations within the City (“RAP Tax”); and

WHEREAS, the residents of the City approved a RAP tax in the 2008 general election that took effect April 1, 2009 and will expire in 2017; and

WHEREAS, the City Council believes it is beneficial to the residents of the City to reauthorize the 0.1% tax for ten years, pursuant to Utah Code Ann. § 59-12-1402(4)(b)(ii), and

WHEREAS, under Utah Code Ann. § 59-12-1402(6)(a), the City Council has given notice to Davis County of its intent to submit the RAP Tax opinion question to residents of the City; and

WHEREAS, in response, Davis County, through its Board of County Commissioners, has adopted Davis County Resolution No. 2015-171, declaring Davis County’s intent not to impose a county option tax for funding botanical, cultural, recreational and zoological organizations or facilities; and

WHEREAS, having complied with the requirements of Utah Code Ann. § 59-12-1402(6), the City now desires to submit to City residents at the next regular general election the opinion question on the RAP tax issue;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes and approves the submission of the following question on the RAP Tax issue to residents of the City at the next regular general election, and authorizes and directs the City staff to submit the opinion question in accordance with the procedures outlined in Utah Code Ann. § 59-12-1402.

Question: "Shall West Bountiful City, Utah, be reauthorized to impose a 0.1% sales and use tax to fund recreational and cultural organizations and or facilities and to finance ongoing operating expenses of recreational facilities and cultural organizations within the City?"

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

Adopted and approved by the City Council of West Bountiful City this 7th day of July, 2015.

Ken L. Romney, Mayor

<u>VOTING:</u>	<u>AYE</u>	<u>NAY</u>
Mark Preece	___	___
James Bruhn	___	___
Kelly Enquist	___	___
Debbie McKean	___	___
James Ahlstrom	___	___

ATTEST:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor & Council

DATE: July 2, 2015

FROM: Duane Huffman

RE: **Justice Court Services**

As has been discussed at previous City Council meetings, Davis County has selected to discontinue their operation of a Justice Court. Though the City was originally informed that the County would terminate services as of January 2017, the County updated their notice to terminate as of January 2016.

Upon learning of the County's intent to discontinue their court, the cities currently contracting with the County (West Bountiful, Farmington, Kaysville, Fruit Heights, and West Point) have met to discuss options for a continued partnership. In addition, West Bountiful staff has had preliminary discussions about new partnerships with other neighboring cities that currently operate courts.

Farmington City is now proposing to essentially take over the County's function of operating a justice court in the same location and with the same caseload. Farmington City would be responsible for the court, including staffing and facilities. Under the proposal, West Bountiful would maintain the current arrangement of providing for the prosecution of our caseload, and would continue to divide any available revenue 50/50 with the entity that operates the court.

Though it is somewhat attractive to consider a new option closer to the City, staff ultimately recommends moving forward with Farmington City. This transition should be the most undisruptive, and there is value in terms of public awareness and coordination with prosecutors of holding court at the present facilities located in Farmington. I am also of the opinion that Farmington City will operate the court in a professional and customer service oriented manner.

WEST BOUNTIFUL CITY

RESOLUTION #368-15

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES WITH FARMINGTON CITY

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann.* §11-13-101, *et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, Davis County has provided notice to West Bountiful City of its intent to terminate a previously agreed upon and functioning interlocal agreement to provide justice court services; and,

WHEREAS, *Utah Code Ann.* §78A-7-102 allows Farmington City to create and operate a Justice Court for public convenience; and

WHEREAS, the West Bountiful City Council met in a regular session on July 7, 2015 to consider, among other things, entering into a new interlocal cooperation agreement between Farmington City and West Bountiful City for justice court services; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to execute, upon final legal review, an interlocal agreement for justice court services with Farmington City that is substantively equally in terms and conditions to Exhibit A of this Resolution.

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

Passed and approved by the City Council of West Bountiful City this 7th day of July, 2015.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember McKean	___	___
Councilmember Preece	___	___

ATTEST:

Cathy Brightwell, Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

June 19, 2015

Mayor Kenneth Romney and
Honorable City Council
West Bountiful City
550 N. 800 W.
West Bountiful, Utah 84087

Re: Justice Court – Farmington City

Dear Mayor Romney and City Council,

We write to thank you for your time and energy spent on working with the City of Farmington on this matter. I write to give you an update and provide you with a draft of the proposed interlocal agreement for justice court services for the yet to be formed justice court operated by the City of Farmington.

We will have attached a draft interlocal agreement for your review. We will be providing the same agreements to the other participating municipalities at the same time. We are also in the middle of our financial analysis to ensure our ability to provide and operate the justice court. We need this agreement approved by the City Council and back to us no later than July 14, 2015 so that we can stay in compliance with the notice deadlines.

We have attempted to make this transition as smooth as possible and our intentions are be as efficient as we can within the parameters of the law. We are working through leasing matters with the Administrative Office of the Courts and continue our financial analysis to ensure our ability to provide and operate the justice court.

We have requested an additional 30 days to work through the process of getting these agreements finalized with the participating cities and Davis County. We wanted to provide you with the necessary time to work through the approval process of the interlocal agreement and request that process be complete by July 23, 2015 to give us the time to complete our analysis by the end of July.

We are anticipating the participation of West Bountiful, West Point, Fruit Heights, Kaysville, and Davis County. We anticipate a final approval from the Judicial Council and Farmington's City Council by the end of July.

We appreciate your patience and will keep you informed if anything changes.

Sincerely,

Dave Millheim
City Manager

Cc: Mayor Jim Talbot
Todd Godfrey
Keith Johnson

**INTERLOCAL AGREEMENT FOR
JUSTICE COURT SERVICES**

This Agreement made and entered into this ___ day of _____, 2015 by and between the City of Farmington (“Farmington”) and West Bountiful City (“West Bountiful”), each a municipal corporation of the State of Utah.

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102, allows Farmington to create and operate a Justice Court for public convenience. Accordingly, Farmington has determined it is in the best interests of the residents of Farmington to establish a Justice Court.
- B. Davis County determined that it will dissolve its Justice Court by or before January 1, 2016, subject to approval of the Judicial Council of the State of Utah.
- C. Davis County previously assumed jurisdictional responsibility for the prosecution of misdemeanor and small claims court cases within the jurisdiction of the cities of West Bountiful, West Point and Kaysville.
- D. West Bountiful hereby desires to amend its method of handling its justice court matters by entering into this Agreement with Farmington and to adjudicate all matters within the jurisdiction of the West Bountiful City in the Farmington City Justice Court as more particularly provided herein.
- E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court Services.
- F. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
- G. Farmington is willing to enter into this Agreement and thereby assume responsibility for the operation of a Justice Court and other related services covered in this agreement.

- H. West Bountiful hereby reserves its rights to amend its method of administering its local responsibility in the future in the event that this Agreement is terminated for any reason.
- I. Farmington reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between Farmington and such municipalities; provided however, that such other contracts shall not interfere with the Farmington's performance of the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Scope of Services to be Provided.** Pursuant to *Utah Code Ann. §78A-7-102*, et seq., Farmington agrees to furnish all court services to West Bountiful reasonably necessary to enforce and adjudicate, within the territorial jurisdiction of West Bountiful City for Class B Misdemeanors and lesser offenses, West Bountiful City ordinances and all applicable federal and state laws. The court services provided by Farmington shall include, without limitation, the following:
 - a. All related court transport and bailiff services inside the Courtroom;
 - b. A court operation with trained judge(s), indigent defendant defense counsel services, necessary interpreter services, and staff approved and certified under the Utah Judicial Council standards and policies;
 - c. Daily court operations, including traffic school;
 - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
 - e. Secure holding facilities for defendants transported from the jail or prison;
 - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of Davis County as maintained by CORIS case management system;
 - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning West Bountiful City Cases from other jurisdictions handled by the Court and dissemination to West Bountiful of all such information and data;

- h. CORIS case management system;
- i. Specialty court program for domestic violence; and
- j. Alcohol related incidents statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports to entitle West Bountiful to its share of periodic distributions of state-administered liquor tax attributable to its Alcohol Related Incidents.

2. Territorial Jurisdiction

The jurisdiction of the Court shall extend into all of the unincorporated territory of the County, the territory within the corporate limits West Bountiful City, the territory within the corporate limits of Farmington, such other territory as authorized by law, and any other territory authorized and approved by the Utah Judicial Council.

3. Court Jurisdiction

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann.* §78A-7-106. The Court shall have the authority to enforce West Bountiful's City Ordinances.

4. Justice Court Judge Authority

The judge of the Court shall have such authority as is granted by State law and applicable rules including those enumerated in *Utah Code Ann.* §78A-7-106.

5. Court Location

- a. The Court will be held, subject to negotiation of a lease for the court, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.
- b. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

6. Certification

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann.* §78A-7-103.

7. Justice Court Judge

- a. The Judge shall be appointed and confirmed in accordance with state law.

- b. In accordance with *Utah Code Ann. §78A-7-203*, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court Judge must meet the requirements specified in *Utah Code Ann. §78A-7-201* for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid in accordance with *Utah Code Ann. §78A-7-207*.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The initial appointment and any subsequent vacancy shall be addressed pursuant to *Utah Code Ann. §78A-7-202*.

8. Court Hours and Facilities

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located within the territorial jurisdiction of the Court as may be deemed appropriate by Farmington.
- c. The Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

9. Copies of Ordinances and Materials

Farmington shall provide the Court with current copies of *Motor Vehicles Laws of the State of Utah*, *Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. West Bountiful shall be responsible to supply the Court with current copies of its ordinances.

10. Employment Status and Expenses and Performance Standards

- a. Replacement or Addition of Key Personnel.

The transfer of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Counsel and/or the Administrative Office of the Courts.

12. Prosecution

The prosecution of all cases brought before the Court in which West Bountiful is a party or in which the violation of West Bountiful ordinances is an issue shall be the responsibility of West Bountiful.

13. Budget

- A. Farmington shall review, determine and approve the budget for the court as part of its annual budgeting process.
- B. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann.* §10-6.
- C. The fiscal year for the court shall be from July 1 to June 30 of each year.

14. Distribution of Gross Revenues

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of Farmington and West Bountiful in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the court shall be determined and made monthly on the following basis:
 - i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court, if such court continued to exist and receive cases, shall be allocated and distributed to Farmington.
 - ii. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to West Bountiful.

- b. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties should be made quarterly to the parties.
- c. In those cases which are opened in the Davis County Justice Court belonging to West Bountiful and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty (50%) per cent to Farmington and Fifty (50%) per cent to West Bountiful.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann. §51-9-4 et seq.*
- e. Farmington shall not be obligated to pay, nor is West Bountiful entitled to receive, any interest on the share of the gross revenues allocated and distributed to West Bountiful.

15. Reports

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to West Bountiful and Farmington. The report shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Justice Court Judge shall appear before the West Bountiful City Council, if requested to do so, for the purpose of making a report of the Court and its activities as they pertain to West Bountiful and to respond to any inquiries of the West Bountiful City Council.

16. Effective Date

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts.

17. Transition

- a. The parties desire to commence the transition of cases from Davis County Justice Court to the Farmington City Justice Court as efficiently and as timely as possible. Subject to final approval by the Utah Judicial Council and the

Administrative Office of the Courts, the parties desire to start transitioning new cases from the Davis County Justice Court on January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court and to close the Davis County Justice Court as soon as possible.

- b. Subject to the terms and conditions of Subsection A, all new citations issued on or after January 1, 2016, which would be cited into the Davis County Justice Court, will be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection A, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. The Davis County Justice Court shall close and be deemed dissolved on _____ 2016, or as soon thereafter as is approved by the Utah Judicial Council and the Administrative Office of the Courts.
- e. It is anticipated that Davis County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

18. Termination

- a. This Agreement shall continue in effect until terminated by:
 - i. The mutual consent of the parties; or
 - ii. The submission by either party, with or without cause, of a written notice six (6) months prior to the end of the Farmington's fiscal year.
- b. The termination shall take effect at the end of the Farmington's fiscal year.
- c. In no event shall the term of the Agreement exceed fifty (50) years.

19. Resolutions of Approval

This interlocal cooperation Agreement shall be conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5,

20. Attorney Opinions

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

21. Authorization

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

22. Notice

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Farmington: Farmington City
Attn: City Manager
160 S Main St,
Farmington, UT 84025

With a copy to: Todd J. Godfrey
Hayes Godfrey Bell, P.C.
2118 E. 3900 S. #300
Holladay, UT 84124

West Bountiful City: West Bountiful City
Attn: Duane Huffman
550 North 800 West
West Bountiful, UT 84087

23. Integration

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning Court Services.

24. Severability

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. Applicable Law

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

[Signature page to follow]

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

Farmington City
A Utah municipal corporation

Attest:

By: _____
H. James Talbot, Mayor

City Recorder

Approved as to form:

Attorney for Farmington City

Agency: West Bountiful City
A Utah municipal corporation

Attest: _____
City Recorder

By: _____
Ken Romney, Mayor

Secretary

Approved as to form:

Attorney for West Bountiful City



MEMORANDUM

TO: Mayor and City Council
DATE: July 2, 2015
FROM: Ben White
RE: **CDBG Agreement with Davis County**

In 2013, the City submitted a \$65,000 funding request to Davis County for CDBG funds to construct sidewalk along the west side of 800 West Street, south of Pages Lane. The City received \$25,000 from that application which completed the sidewalk to about 1300 North. City funds contributed about \$6400 for a total project cost of \$31,400.

The City submitted a \$30,000 application for CDBG funding this year to complete the 800 West sidewalk all the way to Pages Lane. The City has been awarded the full \$30,000 request. The attached agreement with Davis County is for those monies.

The work will not be completed until next year due to some conflicts with Rocky Mountain Power which will need to be addressed first.

**DAVIS COUNTY UTAH
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
WEST BOUNTIFUL CITY
SIDEWALK IMPROVEMENT PROJECT
2015-2016 PROGRAM YEAR**

This Davis County Utah Community Development Block Grant Agreement West Bountiful City Sidewalk Improvement Project 2015-2016 Program Year (this "Agreement") is made by and between **DAVIS COUNTY**, a body corporate and politic of the State of Utah, hereinafter "County," and **WEST BOUNTIFUL CITY**, a municipal corporation of the state of Utah, hereinafter "Subgrantee," and is dated the date that the County Clerk/Auditor attests the applicable County signature (which date shall be the recordation date). County and Subgrantee may be collectively referred to herein as the "Parties."

WHEREAS, the Parties are desirous of entering into an agreement pursuant to the regulations of the U.S. Department of Housing and Urban Development', hereafter (HUD), Community Development Block Grant, 24 CFR Part 570, hereinafter "CDBG"; and

WHEREAS, the Parties are desirous of providing certain grant monies to Subgrantee for qualified activities under the CDBG program to benefit low- and moderate-income residents of County;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, covenants, and/or considerations contained in this Agreement, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties agree to the following:

1. **PURPOSE:** The purpose of this Agreement is to provide funding for infrastructure improvements to the sidewalk of 800 West Street (between 1347 N and 1600 North).
2. **TERM:** The term of this Agreement shall commence on July 1, 2015, and shall, with the exception of all warranties, promises of indemnification, defense, hold harmless, releases, waivers, guarantees of workmanship, or as otherwise expressly set forth herein, terminate on December 31, 2016, unless extended or terminated earlier pursuant to the terms of this Agreement. All services performed by Subgrantee under this Agreement shall be performed within the dates of this term in order to be reimbursable by County.
3. **SCOPE OF SERVICES:** Subgrantee shall provide those services and allocate funds accordingly as set forth in Exhibit "A," which is attached hereto and by this reference incorporated herein, and report accomplishments on a quarterly basis.
4. **BUDGET:** County shall provide an amount not to exceed thirty thousand dollars (\$30,000) as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "B," which is attached hereto and by this reference incorporated herein.
5. **NOTICES:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COUNTY: Grants Auditor c/o Davis County Clerk/Auditor
61 South Main Street, Room 102
PO Box 618
Farmington, UT 84025

SUBGRANTEE: Kenneth Romney, Mayor
West Bountiful City
550 N 800 West
West Bountiful, Utah, 84087

6. GENERAL CONDITIONS:

A. GENERAL COMPLIANCE: Subgrantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the United States Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subgrantee does not assume County's environmental responsibilities described in 24 CFR 570.604 and (2) Subgrantee does not assume County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subgrantee also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subgrantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subgrantee is an independent contractor.

C. INDEMNIFICATION, DEFENSE, HOLD HARMLES, WAIVER, AND RELEASE. Subgrantee, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of Subgrantee (collectively, the "Subgrantee Representatives"), agrees and promises to indemnify, defend, save and hold harmless County, as well as County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise to the extent it arises from, is in connection with, or relates in any way to the performance of Subgrantee's obligations under this Agreement and/or the acts or omissions, negligent or otherwise, of Subgrantee or the Subgrantee Representatives (collectively, the "Claims"), whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Subgrantee, for itself, and on behalf of the Subgrantee Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which County or the County Representatives would otherwise be obligated to pay, shall be paid in full by Subgrantee within thirty (30) calendar days after County provides Subgrantee with documents evidencing such costs, expenses, or otherwise. Subgrantee, for itself, and on behalf of the Subgrantee

Representatives, further agrees and promises to waive, release, and discharge County and the County Representatives from and against any and all of the Claims that Subgrantee or the Subgrantee Representatives may have against County or the County Representatives to the extent they arise from, are in connection with, or relate in any way to the performance of Subgrantee's obligations under this Agreement and/or the acts or omissions, negligent or otherwise, of Subgrantee or the Subgrantee Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance required under this Agreement, shall limit or waive any liability Subgrantee may have arising from, in connection with, or relating to this Agreement and/or Subgrantee or the Subgrantee Representatives acts or omissions, negligent or otherwise.

D. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS: During the Term of this Agreement, Subgrantee for itself, and on behalf of the Subgrantee Representatives affirms and agrees that Subgrantee and the Subgrantee Representatives shall not engage in any activity or conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Subgrantee understands, acknowledges, and agrees that it is Subgrantee's responsibility to understand and comply with the relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies. Prior to and continuing through the Term of this Agreement, Subgrantee agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Subgrantee agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to this Agreement. Subgrantee further agrees to post any required bonds, which might be required to provide the services required under this Agreement. Failure to comply with this section is grounds for County, in its sole discretion, to immediately terminate this Agreement and pursue any remedy under this Agreement or at law, equity, or otherwise against Subgrantee.

E. LIMITED ENGLISH PROFICIENCY: Subgrantee shall prepare, maintain, and implement a Language Assistance Plan to ensure meaningful access to its programs and activities by limited English proficient persons in compliance with the Department of Housing and Urban Development "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice" in the Federal Register on January 22, 2007.

F. AMENDMENTS: Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

G. TERMINATION: County may terminate this Agreement at any time, with or without cause, by giving Subgrantee thirty (30) days' written notice of termination by certified mail.

H. PERFORMANCE MEASUREMENTS: Subgrantee shall comply with all reporting requirements established by the federal government for HUD to ensure County has access to the data necessary to meet the standards of the Government Performance and Results Act (GPRA) of 1993 that holds all federal agencies accountable for establishing goals and objectives and measuring achievements. Subgrantee shall meet this requirement through the submission of quarterly performance and/or progress reports to County as outlined in Paragraph 7(C)(3) of this Agreement.

I. INFORMATION: County and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

J. GRANTOR RECOGNITION: Subgrantee shall insure recognition of the role of HUD funds in providing services through this Agreement. All activities, facilities and items funded under this Agreement shall be prominently labeled as HUD being the funding source. In addition Subgrantee shall reference the HUD support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS:

A. FINANCIAL MANAGEMENT:

1) ACCOUNTING STANDARDS: Subgrantee agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) COST PRINCIPLES: Subgrantee shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING:

1) RECORDS TO BE MAINTAINED: Subgrantee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
- c) Appropriate records detailing activities as identified in the Scope of Services (Exhibit A);
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) RETENTION: Subgrantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of County’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, or if there are claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) CLIENT DATA: Subgrantee shall maintain records demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4) DISCLOSURE: Subgrantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subgrantee's responsibilities with respect to services provided under this Agreement, is prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5) CLOSE-OUTS: Subgrantee's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subgrantee has control over CDBG funds, including program income.

6) AUDITS AND INSPECTIONS: All Subgrantee records with respect to any matters covered by this Agreement shall be made available to County, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subgrantee within 30 days after receipt by Subgrantee. Failure of Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subgrantee shall, no later than ninety (90) days after the end of Subgrantee's fiscal year, provide County with a copy of their most recent financial audit. Said audit shall be prepared by an independent auditor in compliance with guidelines for financial and compliance audits of federally assisted programs as contained in OMB Circulars A-122 and A-133.

C. REPORTING AND PAYMENT PROCEDURES:

1) PROGRAM INCOME: Program income received by Subgrantee is to be returned to County or retained by Subgrantee in accordance with provisions enumerated in 24 CFR section 570.503 and 570.504(c). Where program income is to be retained by Subgrantee, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A"–Scope of Services of the Agreement and all provisions of the written Agreement shall apply to the specified activities. When Subgrantee retains program income, transfer of grant funds by County to Subgrantee shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to County as required by 24 CFR section 570.503(b)(8).

- a) Subgrantee shall meet the requirements set forth in 24 CFR 570.504(c). At the end of the program year, County requires remittance of all interest earned on program income balances (including investments thereof) held by Subgrantee as required by the provisions at 570.500(b).

- b) Subgrantee must track all interest earned on program income balances. The total amount of interest earned must be reported to County as of June 30 of each year. Funds must be maintained in a separate account in the event return of said funds must be remitted to HUD as per 570.504(b)(2)(iii). Subgrantee is liable for any funds required to be remitted to HUD under 570.504(b)(2)(iii).
- 2) **BILLINGS**: Subgrantee shall submit a billing to County not more often than monthly. Each billing shall include documentation of all expenses to be reimbursed by County (i.e., employee time sheets showing hourly distribution of time spent according to activities outlined in Exhibit "A," vouchers, invoices, and receipts). Additionally, verification that disbursements have been made must be provided (i.e., canceled checks or bank statements). Subgrantees will have thirty (30) days from the expiration date of this Agreement to submit a final billing for reimbursement. No billings received after January 31, 2017 will be processed.
- 3) **INELIGIBLE EXPENSES**: Subgrantee expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, or because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to Subgrantee shall be immediately refunded to County. Subgrantee further agrees that County shall have the right to withhold any or all subsequent payments under this Agreement to Subgrantee until the recovery of overpayments or ineligible payments is made. If Subgrantee fails to timely reimburse County for ineligible expenses, Subgrantee shall be liable for County's attorney's fees and costs associated with County's actions to collect said reimbursements.
- 4) **PUBLIC INFORMATION**: Except as identified in writing and expressly approved by County, Subgrantee agrees that the original application, Agreement and related sales orders, invoices, and other expense documentation will be public documents and may be available for public distribution in accordance with the Utah State Government Records Access and Management Act.
- 5) **REPORTS**: Subgrantee shall submit to County performance/progress reports with each request for disbursement on forms acceptable to County. Subgrantee shall also maintain records and submit four quarterly reports plus an annual report. The quarterly reports shall be due to County no later than October 31, 2015, January 31, 2016, April 30, 2016, July 31, 2016, and October 31, 2016. In addition to the quarterly reports, the contract term final report shall also be due no later than January 31, 2017. These reports shall include data on performance measurements, income and racial origin, the location of households assisted, on-site inspections made to determine compliance with housing codes and any other pertinent information as required under this Agreement. County, at its discretion, may withhold payments if Subgrantee does not submit its quarterly performance reports on time.
- D. **PROCUREMENT**:
- 1) **COMPLIANCE**: Subgrantee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2) OMB STANDARDS: Unless specified otherwise within this Agreement, Subgrantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

E. USE AND REVERSION OF ASSETS: Subgrantee must meet the provisions of 24 CFR 570.503(b)(8) regarding the reversion of assets and/or return of excess funds, including any accounts receivable attributable to CDBG funds, and requirements regarding the post-close-out use of real property acquired or improved with CDBG funds in excess of \$25,000. The property must be used to meet one of the national objectives set forth in 24 CFR 570.208 for five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by County; or Subgrantee shall repay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT: Subgrantee agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirement of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subgrantee shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subgrantee also agrees to comply with applicable local ordinances, resolutions and policies concerning the displacement of persons from their residences.

9. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES: Subgrantee represents that it has not: (1) provided an illegal gift or payoff to a County officer or employee or former County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA); or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a County officer or employee or former County officer or employee to breach any of the requirements set forth in Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA).

10. PERSONNEL AND PARTICIPANT CONDITIONS:

A. CIVIL RIGHTS:

1) COMPLIANCE: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) FAIR HOUSING: Subgrantee agrees to comply with 24 CFR 570.601, Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; and Executive Order 11063.

3) LIMITED ENGLISH PROFICIENT PERSONS: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1, including Title VI prohibition against national origin discrimination affecting limited English proficient persons.

4) NONDISCRIMINATION: Subgrantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

5) LAND COVENANTS: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6) SECTION 504: Subgrantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and implementing regulations when published for effect [24 CFR Part 8], which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. AFFIRMATIVE ACTION: Subgrantee agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

1) WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE): Subgrantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

2) ACCESS TO RECORDS: Subgrantee shall maintain thorough records of all business transactions and shall give County and HUD, through any authorized representatives, access to and the right to examine all records, books, papers or documents to all Subgrantee operations funded in whole or in part under this Agreement for a period of three (3) years following the termination of this Agreement.

3) EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION (EEO/AA) STATEMENT: Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of Subgrantee, state that it is an Equal Opportunity or Affirmative Action employer.

4) SUBCONTRACT PROVISIONS: Subgrantee will include the provisions of paragraph 11, section A, Civil Rights, and section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS:

1) PROHIBITED ACTIVITY: Subgrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) LABOR STANDARDS: Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

a) Subgrantee agrees to comply with the labor standards requirements as set forth in section 110(a) of the Act (40 U.S.C. 327 *et seq.*) and HUD regulations issued to implement such requirements at 24 CFR part 570.603 for non-volunteer labor and 24 CFR Part 70 for volunteer labor. Subgrantee agrees to comply with the requirements of 24 CFR 570.609 regarding the prohibition of use of debarred, suspended or ineligible contractors or Subgrantees in any contract.

3) SECTION 3 CLAUSE: Subgrantee agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Subgrantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. Subgrantee further agrees to comply with the following Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

a) "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subgrantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of

lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, where feasible.

D. CONDUCT:

1) NON-ASSIGNABILITY: Subgrantee shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of County thereto. Subgrantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of County prior to the execution of such agreement.

2) HATCH ACT: Subgrantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3) CONFLICT OF INTEREST: Subgrantee shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Subgrantee shall disclose to County any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of County or Subgrantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Subgrantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) Subgrantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of Subgrantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their

tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of County, Subgrantee, or any designated public agency.

4) **LOBBYING**: No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87].

5) **RELIGIOUS ACTIVITIES**: Subgrantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. **ENVIRONMENTAL CONDITIONS**:

A. Subgrantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1) Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended; and

4) Subgrantee agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

B. **ENERGY EFFICIENCY STANDARDS**: Subgrantee agrees to comply insofar as they apply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163] [24 CFR 85-36(i)(13)]. See also 24 CFR Part 39].

C. **FLOOD DISASTER PROTECTION**: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subgrantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. **LEAD-BASED PAINT**: Subgrantee agrees to comply insofar as they apply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4821-4846.]. Subgrantee shall comply with said regulations implemented at 24 CFR 570.608.

E. **HISTORIC PRESERVATION**: Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory

Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

12. SEVERABILITY: If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

13. WAIVERS OR MODIFICATION: No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

14. BINDING EFFECT; ENTIRE AGREEMENT: This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties with respect to its subject matter, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

15. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the remote event that HUD should, for any reason, reduce or eliminate County's funding under the CDBG Agreement, County reserves the right to renegotiate the amount of compensation due Subgrantee for the activities funded as provided herein, or to terminate this Agreement at County's discretion. Further, County reserves the right to reduce the amount of the grant allocation hereunder or to terminate this Agreement at County's discretion when County's fiscal monitoring indicates Subgrantee's rate of expenditure will result in unspent funds at the end of the program year.

16. SETOFF: Notwithstanding any provision appearing to the contrary, Subgrantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Subgrantee. County may withhold payment of compensation to Subgrantee for the purpose of setoff until such time as the exact amount of damage incurred by County that would be due from Subgrantee is determined and paid. Such damages may include HUD's disqualification of activities funded because of Subgrantee's failure to properly administer the same.

17. NO THIRD PARTY BENEFICIARIES: Subgrantee's obligations are solely to County and HUD and County's obligations are solely to Subgrantee and HUD. This Agreement shall confer no third party rights whatsoever other than those between the Parties hereto and HUD.

18. SUCCESSORS: Subgrantee covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.
19. AMBIGUITY: The parties jointly participated in drafting this Agreement, and no ambiguity in this Agreement shall be construed against either party as drafter.
20. ENFORCEMENT OF THE AGREEMENT: In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Subgrantee materially fails to comply with any of the terms of this Agreement. County may require Subgrantee to repay funds disbursed to Subgrantee if it is determined Subgrantee has breached the provisions of this Agreement. County may permit the Agreement to be terminated for convenience in accordance with 24 CFR 85.44.
21. CHOICE OF LAW; JURISDICTION; VENUE: This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.
22. RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
23. TIME OF ESSENCE: Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
24. RECITALS INCORPORATED: The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
25. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.
26. INSURANCE: Prior to beginning the service(s) set forth in this Contract and throughout the entire term of this Contract, Subgrantee agrees and warrants that it will obtain and maintain, at Subgrantee's expenses, the following types of insurance:
- A. A valid occurrence form commercial general liability insurance policy, which either covers contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as the indemnification, defense, and hold harmless provision set forth in this Contract or whereby "Davis County" is endorsed by the Insurer as an "additional insured" to the insurance policy, with minimum limits as follows:

- (1) Each occurrence - \$1,000,000.00;
 - (2) Personal & Adv Injury - \$2,000,000.00;
 - (3) General aggregate - \$2,000,000.00;
 - (4) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that covers any auto with a combined single limit for each accident of at least \$1,000,000.00; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of Service Provider where the Workers Compensation and Employers' Liability insurance has been waived.

At any time prior to or during the term of this Contract, County may request Service Provider, Service Provider's insurance agent(s), or Service Provider's Insurer(s), to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein. If Service Provider fails to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein within two (2) business days of County's request, County may immediately terminate this Contract. In the event that County terminates this Contract because Service Provider either fails to timely provide County with a Valid Certificate of Liability Insurance or Service Provider fails to have the insurance as required herein, the Parties agree that Service Provider shall, notwithstanding any other provision of this Contract, not be entitled to any further compensation from County, and Service Provider shall be fully liable for any and all costs, expenses, damages, or otherwise that County incurs to complete this Contract.

IN WITNESS WHEREOF, the Parties are signing this Agreement as of the date stated in the introductory clause.

DAVIS COUNTY, UTAH:

P. Bret Millburn, Chair
Board of Davis County Commissioners
DATE: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
DATE: _____

APPROVED AS TO FORM:

Davis County Attorney's Office

WEST BOUNTIFUL CITY

BY: _____
Kenneth Romney
Mayor

DUNS Number: 09-203-1020

STATE OF UTAH)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Kenneth Romney, the Mayor of West Bountiful City, a municipal corporation of the state of Utah.

NOTARY PUBLIC, Residing in
_____ County, Utah

WEST BOUNTIFUL CITY**Exhibit “A” – Scope of Services****Purpose and Nature of Services**

Subgrantee is a municipal corporation that will construct sidewalk improvements, including ADA ramps to 800 West Street (between 1347 N and 1600 North) in West Bountiful that benefits LMI persons.

Tasks

Subgrantee will use the CDBG funds it receives, as outlined in Exhibit “B” Budget, for the following items/services:

- Sidewalk construction: construct new concrete sidewalk (including ADA ramps) to 800 West Street (between 1347 N and 1600 North) in West Bountiful.

Level of Services

Subgrantee anticipates providing services to 40 eligible persons who reside in areas of the Urban County included in the Davis CDBG program, which includes North Salt Lake, Woods Cross, Bountiful, West Bountiful, Centerville, Farmington, Kaysville, Syracuse, West Point, Clinton, Sunset and the unincorporated area of County with the funds it receives from County. Excluded are the cities of Layton, Clearfield, Fruit Heights and South Weber.

Performance Schedule

Program services will be performed within the terms of this Agreement: July 1, 2015 to December, 2016.

The programs address the following national objective of the CDBG program: they benefit low and moderate-income persons on the basis of limited clientele activities [24 CFR 570.208(a)(2)].

The eligible activity(s) for these programs is/are public facilities and improvements [24 CFR 570.201(c)].

Exhibit “B” – Budget

Davis County will contribute an amount not to exceed thirty thousand dollars (\$30,000) from its 2015-2016 Community Development Block Grant allocation as follows:

800 West Sidewalk Construction Expenses

Davis County portion	\$30,000
----------------------	----------

TOTAL	<u>\$ 30,000</u>
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WEST BOUNTIFUL CITY

Exhibit “A” – Scope of Services

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800 West Sidewalk Construction Expenses

Davis County portion	\$30,000
----------------------	----------

TOTAL	<u>\$ 30,000</u>
-------	------------------

MEMORANDUM



TO: Mayor & Council
DATE: July 1, 2015
FROM: Duane Huffman
RE: **Purchase Approvals**

The recently adopted FY 2016 budget included funding for new equipment for use by the Public Works and Golf Departments. The City's procurement code requires that purchases of \$10,000 or more first be approved by the City Council.

All of the prices for equipment listed below fall under state-negotiated contracts.

1. Toro Reelmaster 5410-D (fairway mower) - \$52,301.86 (to be financed)
2. John Deere 5075E (tractor for roadside mowing) - \$29,623.47
3. John Deere CX15 (mower deck for roadside mowing) - \$13,105.85
4. Hustler Z Diesel 932699 (mower for parks) - \$13,066.27

All of this equipment is vital to our current day-to-day operations, and if the purchased are approved, it is important for us to have the equipment delivered and in operation as soon as possible.



TURF EQUIPMENT
& IRRIGATION INC.

Turf Equipment & Irrigation, Inc.
1630 South Gladiola Street
Salt Lake City UT 84104

Lakeside G. C.

Prepared for:
Marc Fenton



Proposal Date: 06/12/2015
Expiration Date: 07/12/2015
Quote ID: 1912133

Utah State Contract MA2188

Prepared by:
Scott Allen
scott.allen@turfequip.com

Qty	Model Number	Description	Unit Price	Extension
1	03672	Reelmaster 5410-D - 36.8 hp Tier 4-compliant Diesel	\$52,301.86	\$52,301.86
5	03694	8 Blade Cutting Unit		
5	107-2993-03	WIEHLE SCRAPER ASM		
5	107-3280	REAR ROLLER SCRAPER KIT- RM5010/RM6000		
1	110-8860	2 POST ROPS KIT- RM5010 SERIES		
1	30349	Universal Sunshade (White)		
1	115-4754	MYTURF WIRELESS HOUR METER ASSEMBLY		

TOTALS	
Equipment Total	\$52,301.86
Total	\$52,301.86



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Quote Summary

Prepared For:

West Bountiful City
550 N 800 W
W Bountiful, UT 84087
Business: 801-298-1658

Delivering Dealer:

Stotz Equipment
Chris Gambling
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
cgambling@stotzeq.com

Quote ID: 10955867
Created On: 17 February 2015
Last Modified On: 17 February 2015
Expiration Date: 31 March 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5075E Cab Utility Tractor (57 PTO hp) Contract: STATE OF UTAH - Grounds Maintenance Equipment MA2184 Price Effective Date: February 17, 2015	\$ 40,916.40	\$ 29,623.47 X	1 =	\$ 29,623.47
JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 5 Wheels Contract: STATE OF UTAH - Grounds Maintenance Equipment MA2184 Price Effective Date: February 17, 2015		\$ 13,105.85 X	1 =	\$ 13,105.85

Equipment Total **\$ 42,729.32**

Trade In Summary	Qty	Each	Extended
1991 CASE IH 495	1	\$ 2,353.12	\$ 2,353.12
PayOff			\$ 0.00
Total Trade Allowance			\$ 2,353.12

Trade In Total **\$ 2,353.12**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 42,729.32
Trade In	\$ (2,353.12)
SubTotal	\$ 40,376.20
Total	\$ 40,376.20
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____



Estimate

02/18/2015

UNITED SERVICE & SALES, INC.

UNITED SERVICE & SALES, INC.
 2808 S MAIN ST
 SALT LAKE CITY, UT 84115
 Phone: (801) 485-5770
 Fax: 801-485-5774
 Email: sales@unitedserviceandsales.com

S29978



Bill To:

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

Ship To:

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

Customer: WEST BOUNTIFUL CITY

Contact: ROCKY 801 381 1868

Notes

ROCKY, ALL OF THESE LAWN MOWERS ARE ON UTAH STATE CONTRACT #MA2190.
 PLEASE GIVE ME A CALL WITH ANY QUESTIONS OR TO SET UP A DEMO.

THANK YOU!!!!!!

Wayne A. Howcroft 801 455 6006 (Cell).

Seller	Payment Terms	FOB Point	Shipping Terms	Carrier	Ship Service	Requester
wayne	NET 30	Origin	Prepaid & Billed	Delivery		02/18

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	932699 - HUSTLER Z DIESEL, 72" XR7 DECK, 25HP SHIBARU DIESEL	\$ 13,066.27	1 ea	\$ 13,066.27
2	Sale	74274 - TORO Z-MASTER 7000 25HP KUBOTA, 72" TORBO FORCE DECK	\$ 12,832.40	1 ea	\$ 12,832.40
3	Sale	STT72V 25KBD SCAG TURF TIGER, 72" VELOCITY DECK, 25HP KUBOTA DIESEL	\$ 14,566.50	1 ea	\$ 14,566.50

Subtotal:	\$ 40,465.17
Sales Tax:	\$ 0.00
Total:	\$ 40,465.17
Paid:	\$ 0.00
Balance Due:	\$ 40,465.17

Approval: _____ Date: _____
 ALL RETURNS SUBJECT TO 20% RESTOCK FEE
 OVERDUE INVOICES ARE SUBJECT TO LATE CHARGES

WIND RIVER EXCAVATION

2133 West 2425 South
Woods Cross, UT 84087
Phone: (801) 521-3005
Fax: (801) 532-5544

To:	Wind River Excavation	Contact:	
Address:	2133 West 2425 South Woods Cross, UT 84087 US	Phone:	(801) 521-3005
		Fax:	(801) 532-5544
Project Name:	West Bountiful Waterline Repair - Legacy Highway	Bid Number:	1
Project Location:	500 South Legacy Highway, West Bountiful, UT	Bid Date:	7/2/2015

Item Description	Estimated Quantity	Unit
Mobilization	1.00	LS
All SWPPP By GC; Includes NOI's, Inspections, Maintenance, Etc.	0.00	LS
All Permits By Others	0.00	LS
Dewatering	5.00	DY
Safety And Administration	1.00	LS
Excavate To Expose Waterline	30.00	CY
Pull Out Existing Waterline; Leave On-Site	600.00	LF
Fuse DR-11 - 6"	600.00	LF
Install Fused Pipe In Existing Casing	600.00	LF
Connect To Existing Waterline	2.00	EACH
2" Blow-off Assembly	1.00	EACH
Pressure Test Waterline	1.00	LS
Remove And Patch Pedestrian Walkway	1.00	EACH
Total Price for above Items:		\$31,500.00

Total Bid Price: \$31,500.00

Notes:

- Wind River Excavation may use automated GPS equipment to verify existing and proposed grades as we progress through the project as compared to the bid set of the plans. To effectively use GPS, Wind River would need 5 control points provided by the GC or GC's surveyor (these can be the same property corner points used by the GC).
- This proposal does not include any potholing through the highway to access the pipe part way through the casing.
- This proposal does not include cleaning the existing casing. This proposal is based on no sand or debris in the casing. Any cleaning required to pull the pipe out and install new pipe will be an additional cost.
- Trench drains and dewatering of any kind are excluded. Proposal does not include a frac tank.
- Snow, frost, and mud removal is not included as part of this contract. If snow, frost, and mud removal is done by Wind River Excavating it will be charged on an hourly basis. Furnishing or installing insulation blankets for any purpose is not included.
- Permits, Fees, Testing, Inspections, Layout and Construction Staking are by others.
- Unless noted otherwise, trench backfill will be with native material. No import of trench backfill is included in this quotation. All on-site material is considered suitable for site backfill.
- Any Additional loads of gravel for track out pads, laydown areas or site trailers will be extra.
- Street sweeping and dust control for Wind River's work only is included. This will be done while Wind River is on site.
- Construction water will be provided at the site, at no charge, by others including the hydrant meter provided by the city.
- SWPPP installation and maintenance will be done by others unless specifically provided for in the bid items.
- Backfill of voids or holes caused by demolition of existing structures is excluded unless specifically provided for in the bid items above.
- All asphalt patching and paving is by others unless specifically provided for in the bid items.
- Delay charges stemming from lost time and production due to time waiting for answers, work area not ready when promised or other contractors encroaching in our assigned area will be billed at a rate of \$500.00 per hour for each crew idled.
- Estimate is based on reasonable weather and site conditions. No inclement weather work including frost protection, removal of snow, muddy or frozen materials or replacement of said materials with suitable material. Additional or differing materials required due to unforeseen weather or site conditions will be billed to the owner.
- Actual quantities installed will be measured and billed at the above unit prices.
- Power trenching is excluded from this quotation unless specifically provided for in the bid items
- All unpaid invoices will be subject to a 2% per month finance charge on the unpaid balance of the invoice(s).

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, June 16, 2015 at West**
2 **Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

3
4 Those in attendance:

5
6 **MEMBERS:** Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Kelly
7 Enquist, Debbie McKean, Mark Preece

8
9 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Chief Todd
10 Hixson, Ben White (Engineer), Steve Maughan (Public Works Director), Paul Holden (Golf
11 Director), Cathy Brightwell (City Recorder/Secretary), Patrice Twitchell (Finance),
12

13 **VISITORS:** Alan Malan, James Behunin
14
15

16 Mayor Romney called the work session to order at 6:37 pm.
17

18 1. **Review and Discuss Scope of Future Pages Lane Improvements between 800 West and**
19 **550 West.**
20

21 Duane Huffman opened the discussion by explaining that staff is in the design stage of the
22 Pages Lane project from 800 West to 550 West. Currently, there are plans for a bike path on both
23 sides and room for parking. Existing sidewalk is in pretty good shape and will remain where it is.
24 Ben White explained that the plan is to mill about 3 inches of the road and then overlay.

25 Based on previous Council discussions, staff has worked on a design to install sidewalk only
26 *on the south side. There was discussion about doing it on the north side as well and some members*
27 *believe if we don't do it now, it will never get done. A sidewalk will provide better access to the*
28 *City Park and help alleviate safety concerns with people walking along the roadway.*

29 The budget for the Project is \$850k, plus \$150k from UDOT. The money is proposed to
30 come from the water fund, streets capital fund, and street impact fees. Because we will be adding
31 curb and sidewalk where it does not currently exist, this project will have additional expenses
32 compared to our most recent water line and street reconstruction projects. Added expenses include
33 necessary tree removal, drainage changes, driveway modifications, landscape disturbance and a
34 small amount of land acquisition. Power poles and utility boxes will need to be moved. The intent
35 is to construct new accesses to every existing driveway wherever we construct new curb/gutter/
36 sidewalk.

37 On the south side of Pages Lane there are elevation issues which will require the sidewalk to
38 be about 18 inches higher than some properties. Ben added that the storm drain is undersized
39 between 675 West and 700 West and we will need to upsize it to get better drainage.

40 Staff needs additional direction from Council for design and cost estimates. For example,
41 will the city pay to have fences, sprinklers, and landscaping moved and/or replaced, even if they are
42 currently placed in street right-of-way? Discussion followed as these items were addressed. Mayor
43 Romney commented that we are improving the value of properties and not asking them to contribute
44 to the cost of the street improvements.

45 There was general consensus regarding the extent to which the city participates when work
46 impacts private property. For example, if a fence or hedge is currently located in the right-of-way,

47 we will remove it and it will be the homeowner's responsibility to replace it. Ben explained that
48 sprinklers are a problem as they are connected throughout the entire front of the property and can be
49 difficult to fix. Duane suggested we could explore giving property owners a per foot price for
50 reimbursement or set a maximum price.

51 Following the discussion there was consensus to: proceed with the design for the sidewalk on
52 the north as well as south side of the road; proceed with property acquisition; and, plan to remove
53 fences and leave for homeowner. Ben confirmed that staff will meet with each property owner to
54 address specific issues related to their properties. He will get a price for sod and irrigation
55 reimbursement, and update cost estimates and bring them back to Council before the project is
56 released to be reviewed by the public or to contractors.

57

58 *The Work session adjourned at 7:27 pm.*

59

60

61 Mayor Romney called the Regular meeting to order at 7:45 pm. Kelly Enquist offered a prayer and
62 the Pledge of Allegiance was led by James Ahlstrom.

63

64 **1. Accept Agenda**

65

66 **MOTION:** *James Bruhn moved to approve the agenda as posted, which includes an*
67 *executive session, except to delete Item 7 as it was discussed in the earlier*
68 *work session and is redundant. Mark Preece seconded the Motion which*
69 *PASSED by unanimous vote of all members present.*

70

71 **2. Public Comment.**

72

73 No comments.

74

75 **3. Consider Approval of Resolution 363-15, a Resolution Amending the Fiscal Year 2014-**
76 **2015 Budget.**

77

78 Duane Huffman presented the Fiscal Year 2014-2015 Budget and reviewed the changes
79 made since the last meeting. Changes include the following:

80

81 - Non-departmental – increase in Salaries for unemployment costs and EmPAC adjustment to
properly handle previously unspent funds.

82

83 - Police Department – changes based on grant funding, with no impact to city.

84

85 - Fire Protection – reduced because increases will hit in the next fiscal year.

86

87 - Jessi's Meadow Assessment – better estimate for landscape maintenance; trail maintenance is
88 budgeted for next year.

89

90 - RAP Fund – reflects updated revenue forecast; removes restroom expenses, includes Jessi's
Meadow trail maintenance and park repairs which include the fixing the electrical system at
the snack shack, corrected budget error for park equipment, and Birnam Woods irrigation
improvements. Total spending is \$4k more than previously anticipated.

91 Council member Enquist asked that the reference to DSB trail netting be renamed to
92 Prospector trail protection and re-label the Prospector Trail restroom. There was discussion about
93 whether it would be clear in the future what the notes mean and Duane noted that the names would
94 be corrected and assured him the notes to the side of the document will remain with the document.

95 **MOTION:** *James Bruhn moved to Approve Resolution 363-15, a Resolution Amending*
96 *the Fiscal Year 2014-2015 Budget. James Ahlstrom seconded the Motion*
97 *which PASSED.*
98

99 The vote was recorded as follows:

100 James Ahlstrom – Aye
101 James Bruhn – Aye
102 Kelly Enquist – Aye
103 Debbie McKean– Aye
104 Mark Preece – Aye
105

106 **4. Consider Approval of Resolution 364-15, a Resolution Adopting the Fiscal Year 2015-**
107 **2016 Budget and Certified Tax Rate of .001806.**
108

109 Duane Huffman presented the Fiscal Year 2015-2016 Budget and reviewed changes made
110 from the tentative budget.

- 111 - A significant change that affects employees across all departments is a 4% merit increase.
112 The tentative budget included 2% for regular employees and 4% for sworn officers, now all
113 will get 4%, with additional funding for strategic adjustments for specific employees.
- 114 - Page 5 includes \$50k in the general fund for monument signs.
- 115 - Page 6 includes a \$193k transfer from general fund to golf fund, and the same transfer
116 amount from golf fund to water fund leaving a remaining golf debt of \$200k to solid waste.
- 117 - In golf fund, account 54-84-740 includes merchandise displays, tables, chairs, ice machine,
118 and a tournament computer.
- 119 - Updates to projected costs for the Pages Lane project and 660 West Project.
120

121 Council member Bruhn suggested that the individual salary increases be changed back to the
122 previous 2%/4% method, but leaving money available to provide the ability to make strategic
123 changes on an individual basis.

124 **MOTION:** *James Bruhn moved to Approve Resolution 364-15, a Resolution Adopting*
125 *the Fiscal Year 2015-2016 Budget and Certified Tax Rate of .001806, with*
126 *salary changes of 2% for all employees other than police officers, who will*
127 *get a 4% salary increase. Mark Preece seconded the Motion which*
128 *PASSED.*
129

130 The vote was recorded as follows:

131 James Ahlstrom – Aye

132 James Bruhn – Aye
133 Kelly Enquist – Aye
134 Debbie McKean– Aye
135 Mark Preece – Aye
136

137 **5. Consider Approval of Resolution 365-15, a Resolution Encouraging the Davis County**
138 **Commission to Submit to the Voters the Proposal to Authorize a 0.25% Local Option**
139 **General Sales Tax dedicated to Transportation, and Encouraging Voters to Carefully**
140 **Consider the Proposal.**
141

142 Duane Huffman explained that 2015’s House Bill 362 allows counties to place a local option
143 sales tax increase for transportation on the ballot. Prior to making a decision about this year’s ballot,
144 Davis County wants to know, by Resolution, which cities are supportive of it being on the ballot.

145 There was discussion about what other counties are doing and how having multiple tax and
146 bond initiatives on the ballot may affect the outcome. Salt Lake County is on the fence partly
147 because they would have to override a law that prohibits them from putting tax issues on municipal
148 elections.

149 If passed, West Bountiful is expected to get about \$160k. There was discussion about
150 whether some of the money could be used to lower property taxes, and Duane explained that the
151 legislative intent is to prohibit using this to offset other revenue sources; it can’t be used to reduce
152 budgeted spending on road maintenance.

153 James Behunin, 1360 N 950 West, agrees we need money for streets but it seems like there
154 should be a better way to get it. Why we don’t raise money through a gas tax rather than sales tax
155 which we have to share?

156 In response to questions, Mr. Huffman explained that the new gas tax enacted earlier this
157 year was a separate Bill and we are projected to get an increase (b&c roads) in addition to this tax.

158
159 **MOTION:** *James Bruhn moved to Approve Resolution 365-15, a Resolution*
160 *Encouraging the Davis County Commission to Submit to the Voters the*
161 *Proposal to Authorize a 0.25% Local Option General Sales Tax. Debbie*
162 *McKean seconded the Motion which PASSED.*
163

164 The vote was recorded as follows:

165 James Ahlstrom – Aye
166 James Bruhn – Aye
167 Kelly Enquist – Aye
168 Debbie McKean– Aye
169 Mark Preece – Aye
170

171 **6. Consider the Cross Access and Joint Maintenance Agreement for Stringham Farm**
172 **Subdivision Flag Lots # 4 and #5.**

173 Duane Huffman presented a draft agreement and there was discussion about several portions
174 to ensure everything necessary was included. He explained that it is not ready to be signed as they
175 are waiting to hear what legal names the developer wants to include. Steve Doxey added that is very
176 important to include the Conditional Use Permit as part of the Agreement and recommends making
177 this Agreement a Resolution.

178
179 **MOTION:** *James Bruhn moved to approve the Cross Access and Joint Maintenance*
180 *Agreement for Stringham Farm Subdivision flag lots # 4 and #5. Mark*
181 *Preece seconded the Motion which PASSED.*

182
183 The vote was recorded as follows:
184 James Ahlstrom – Aye
185 James Bruhn – Aye
186 Kelly Enquist – Aye
187 Debbie McKean – Aye
188 Mark Preece – Aye

189
190 **7. Discuss the Scope of Pages Lane Project.**

191
192 Discussed in earlier Work Session

193
194 **8. Engineering Report.**

195 Ben White – An asphalt overlay is scheduled for 1100 West at Olsen Ranches next week.
196 Gas lines were stubbed in this week. The roadway drainage will be improved with the asphalt
197 overlay.

198 800West/Porter Lane storm drain project is nearly finished; we are still waiting to pave.

199 500 South Waterline Project - we will wait to bid the project as it will not be done until next
200 spring and we would pay a lot more if we did it now. The intent is to get it done early next year so
201 Bountiful can chip seal the road.

202 We received a letter from Questar regarding their plans to replace the 25 mile high pressure
203 line that runs through town in 2017. They advised that we may notice people working in the area as
204 they complete the planning for the project.

205 We are working on the I-15/500 South monument with Bountiful, UDOT will give us the
206 money. Agreements with UDOT and Bountiful are forthcoming.

207 Steve Maughan was asked to give a report on the Birnam Woods drainage project. He
208 explained there is an open section of ditch on the northwest side of the trail. Public Works staff took
209 a 36 inch pipe and cut it in half to form a concrete lined ditch. Tomorrow contractors will grind the
210 asphalt trail, Thursday do the finish grade, and plan to pave on Saturday. After asphaltting, there is a
211 little fence repair; pulling and cutting some Russian Olive trees before the project is complete. It will
212 take awhile for grass to grow.

213
214
215
216
217

218 **9. Administrative Report.**

219
220 a. Review of process to create Fire District.
221 Mr. Huffman explained that work is underway on a proposal to transition the South Davis
222 Metro Fire Agency to a taxing district. The proposal is to move forward by the end of the current
223 calendar year so they are ready to go a year from now. To begin the process, every current member
224 entity will have to adopt a resolution stating the intent and design of new the district and send it out
225 to the public. In designing the new district, thought has been given on ways to oversee the entities
226 tax authority. These include potentially limiting the property tax to capital/debt, providing a very low
227 initial tax rate, and creating a formal board made up of city managers to oversee the budget
228 preparation process. There is still a fair amount of work to be done to refine these ideas. If it appears
229 that there is enough momentum to move forward, a resolution to start the process will come forward
230 in July.

231 We will likely have playground equipment information for consideration at the next city
232 council meeting on July 7.

233 Seven candidates have filed for our three open city council seats – James Ahlstrom, James
234 Bruhn, Alan Malan, Debbie McKean, Scott Strong, Brady Tracy, and Andrew Williams. A primary
235 election will be held on August 11.

236
237 **10. Mayor/Council Reports.**

238
239 James Ahlstrom commented that a friend of his recently participated in a Knights of
240 Columbus golf tournament at Lakeside and they loved their experience. Good job, Paul.

241
242 Mark Preece will attend a South Davis Sewer board meeting this week where they will enter
243 into a contract to reclaim food stuffs into gas. The food stuffs will come from restaurants, schools,
244 etc., and brings in a lot of revenue streams.

245 The mini-newsletter will be ready on Thursday.

246
247 James Bruhn attended a Wasatch Integrated meeting last week. They hope to have the first
248 furnace back-up running by the middle of July.

249 The Arts Council Polynesian concert last week was great.

250
251 Debbie McKean continues to work on Independence Day activities.

252
253 Kelly Enquist participated in a meeting last week with the playground vendor. They will
254 come back with the changes we requested next week. He also commented that the lawns at the Park
255 look better than they have in long time.

256 He said he has been attending a Wild Fire Policy group with ULCT to discuss funding
257 mechanisms for wild fires.

258 Mr. Enquist asked the status of the Holly berm. Duane Huffman responded that they
259 promised to clear the weeds this week. They sprayed with natural seed and currently have no other
260 plans for landscaping.

261
262
263

1 **West Bountiful City**

PENDING

June 23, 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 June
5 18, 2015 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
7 **June 23, 2015, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan
12 Malan, Laura Charchenko, Councilmember Kelly Enquist.

13

14 **MEMBERS EXCUSED:** Vice Chairman Terry Turner, Mike
15 Cottle and Corey Sweat (Alternate).

16

17 **STAFF PRESENT:** Ben White (City Engineer), Cathy
18 Brightwell (City Recorder), and Debbie McKean (Secretary)

19

20 **VISITORS:** none

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

23 **I. Accept Agenda.**

24 Chairman Denis Hopkinson reviewed the agenda. Laura Charchenko moved to accept the
25 agenda with the change of postponing item 4 Open Meeting Training until the next meeting.
26 Alan Malan seconded the motion. Voting was unanimous in favor among members present.
27

28 **Business Discussed:**

29 **II. Discuss General Zoning**

30 Included in the Commissioner packets was the current zoning map and a copy of Chapter 17.16,
31 17.20, 17.24, 17.26, 17.28 and 17.30, 17.32, 17.34, 17.36 and 17.40 to assist Commissioners in
32 this discussion.

33 Chairman Hopkinson explained the need to review the land use in our city and discuss the needs
34 and concerns within our city. He desired the Commissioners to become familiar with the
35 different zones. Chairman Hopkinson reviewed each of the zones and presented possible
36 locations that could be developed within a short period of time and the impact it has within our
37 city.

38 **R-1-10** Zone (shaded yellow on map) has a buildable minimum of 85 ft. frontage and 10,000
39 square foot total property (quarter acre). There are not a lot of vacant lots but still a lot of vacant
40 properties. The purpose is to provide for low density, single family residential neighborhoods of
41 spacious and un-crowded character. The regulations provide for single family dwellings and,
42 with proper concern for potential impact, special residential developments, and certain public
43 and quasi-public activities that will serve the needs of families, and are intended to preserve and
44 enhance residential character and lifestyle.

45 **R-1-22** Zone (shaded orange on map) has a buildable minimum of 21,780 square feet (half acre)
46 with 85 foot frontage. The purpose is to provide for low density, single family residential
47 neighborhoods of spacious and un-crowded character. The regulations provide for single family
48 dwellings and, with proper concern for potential impact, special residential developments, and
49 certain public and quasi-public activities that will serve the needs of families, and are intended to
50 preserve and enhance residential character and lifestyle.

51 **A-1** Zone (shaded green on map) has a buildable minimum of 43,560 square feet (one acre) and
52 85 ft wide. The purpose is to promote and preserve in appropriate areas conditions favorable to
53 agriculture and to maintain greenbelt open spaces. The district is intended to include activities
54 normally and necessarily related to the conduct of agriculture and to protect the district from the
55 intrusion of uses harmful to the continuance of agricultural activity. It is also intended to allow
56 and promote conditions favorable to large-lot family life, the keeping of animals, and reduced
57 requirements for public utilities. This is very important to preserving our city and the General
58 Plan.

59 **B-U** - Blended Use (shaded blue on map) is on the table to be developed. Recent inquiries have
60 been made on available properties in this zone.

61 C-N – Commercial Neighborhood (shaded dark blue on map)

62 C-G – Commercial General (shaded dark pink on map)

63 L-I – Light Industrial (shaded light pink on map)

64 I-G – Industrial General (shaded red on map)

65 C-H – Commercial Highway (shaded salmon on map)

66 Ben White informed the Commission that he and Duane Huffman met with some developers that
67 would like to build storage units on the same property that had been proposed for them a few
68 years ago. It would require a zone change from R-1-10 to the L-I zone.

69 **III. Discussion Flag Lots.**

70 Commissioner's packet included a memorandum from Ben White and Cathy Brightwell
71 regarding Title 16 Subdivision-Flag Lots with an attachment, City Code 16.12.060 Lots.

72 The memorandum included the following information regarding the concerns over application
73 for flag lots within the city. Mayor and Staff would like the Planning Commission to study the
74 impacts that flag lots have on the health, safety, and welfare of the city, determine where flag lots
75 are appropriate and if appropriate develop a minimum set of mandatory criteria that must be met
76 before a flag lot is considered.

77 The memorandum continued to explain that for discussion purposes, staff assumed that the
78 creation of flag lots is an appropriate development application in at least some areas of our city,
79 that they would remain a Conditional Use, and has drafted some possible minimum mandatory
80 criteria that must be met for a flag lot application to be considered.

81 Attached to the memorandum was a draft of Chapter 16.12.060 suggesting possible changes.

82 Chairman Hopkinson would like all the Commissioners here for this discussion. The reason to
83 address this issue is because of concerns from Mayor Romney. Staff would like to have some
84 minimum requirements in place so they can reject applications not meeting that minimum.
85 Chairman Hopkinson would like to keep citizen's rights in place and feels our current ordinance
86 allows that. He does not feel there needs to be changes to it.

87

88 **IV. Annual Open Meeting Training**

89 This item was postponed until next meeting due to absent Commission members.

90

91 **V. Staff Report**

92 **Ben White reported:**

- 93 • Lots of interest in developing vacant properties in the city.
- 94 • Stringham Farm developer has retained Legal Counsel.
- 95 • Pending building permit for the old Winger's building.
- 96 • Shopko has had serious offers to occupy that space. Roof repairs have to be made first.

97 **Cathy Brightwell reported:**

- 98 • Seven candidates for Council. Primary on August 11th.
- 99 • RAP tax will be on the ballot for our city.
- 100 • City has supported ideas for putting transportation tax on the ballot.

101

102 **VI. Approval of Minutes for May 12, 2015**

103 **ACTION TAKEN:**

104 **Alan Malan moved to approve of the minutes dated May 12, 2015 as corrected. Laura**
105 **Charchenko seconded the motion and voting was unanimous in favor among those**
106 **members present.**

107

108 **VII. Adjournment**

109 **ACTION TAKEN:**

110 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting at**
111 **8:17 pm. seconded the motion. Voting was unanimous in favor.**

112

113

114

115 The foregoing was approved by the West Bountiful City Planning Commission on July 14, 2015, by
116 unanimous vote of all members present.

117 _____

118 Cathy Brightwell - City Recorder

119

120