

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

Finance Director
Heidi Voordeckers

City Engineer
Ben White

Public Works Director
Steve Maughan

**** Amended 01/31/2014 ****

CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN THAT THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A CITY COUNCIL MEETING ON **TUESDAY, FEBRUARY 4, 2014 AT 7:30 PM** – 550 NORTH 800 WEST, WEST BOUNTIFUL CITY.

Invocation/Thought by Invitation
Pledge of Allegiance- James Bruhn

Agenda

1. Accept agenda.
2. Public Comment (two minutes per person) or if a spokesperson has been asked by a group to summarize their comments, five minutes will be allowed
3. Public hearing to receive public comments on a request to amend lot boundaries within the Hurdman Subdivision, located at 1051 West 440 North, 7:35 p.m. (or as soon thereafter as possible)
4. Consider approval of the Hurdman Subdivision
5. Consider approval of Alice Acres Subdivision, located at approximately 400 North 1100 West
6. Consider approval of interlocal agreement with Bountiful City to provide water service to West Bountiful City
7. Discussion and possible consideration of Ordinance 357-14, an Ordinance prohibiting Retail Tobacco Specialty Businesses from land use zones within West Bountiful City
8. Discussion and possible consideration of Ordinance 358-14, an Ordinance amending regulations in the residential zones in Title 17 (17.16, 17.20, and 17.24) related to setbacks, area restrictions, yard obstructions and other miscellaneous regulations
9. Consider approval of Resolution 330-14, a Resolution approving a Golf Concessions Agreement with Carmack's Food Services, Inc.
10. Consider approval of Resolution 326-14, a Resolution appointing James Bruhn to the Administrative Control Board of the Wasatch Integrated Waste Management District
11. Consider approval of Resolution 327-14, a Resolution appointing Mayor Ken Romney to the South Davis Recreation District
12. Consider approval of Resolution 328-14, a Resolution appointing Mayor Ken Romney to the South Davis Metro Fire Board

13. Consider approval of Resolution 329-14, a Resolution consenting to various assignments of council member duties as appointed by the Mayor.
14. Engineer's Report – Clarification on building permit process at Holly Refinery
15. Finance Report – December 2013 and Strategic Planning Meeting follow-up
16. Administrative Report
17. Mayor/Council Reports
18. Approval of Minutes from the January 7, 2014 City Council Meeting and the January 21, 2014 Strategic Planning Meeting
19. Possible closed session for reasons described in Utah Code 52-4-205.
20. Possible action following closed session.
21. Adjourn

According to the American's with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should contact Heidi Voordeckers, City Recorder, at (801) 292-4486. Any residents or property owners in West Bountiful City may request to offer a prayer or thought at the City Council Meetings. Please notify Heidi Voordeckers of this desire twenty-four (24) hours before the meeting.

This agenda has been posted and delivered to the City Council and sent to the Clipper Publishing Company on January 31, 2014.

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NOTICE OF PUBLIC HEARING

The West Bountiful City Council will hold a Public Hearing on Tuesday, February 4, 2014 beginning at 7:35 p.m., or as soon thereafter as possible, at 550 North 800 West, West Bountiful, Utah, 84087.

The purpose of the hearing is to receive public comment regarding a request to amend the lot boundaries within the Hurdman Subdivision located at 1051 West 440 North, West Bountiful, Utah.

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

Heidi Voordeckers
City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2014

FROM: Ben White, City Engineer

RE: Hurdman Subdivision Plat Amendment

Richard Fletcher and Robert Hurdman own the two lots in this subdivision. Their request is to modify the lot boundary between the two lots. Staff believes the request is in conformance with City Code and the request is not detrimental to any other property with the exception of one issue.

A 2000 square foot accessory structure will straddle the common lot line once the property line adjustment is recorded. The most logical ways to address this are:

1. Hold recording the amended plat until the accessory structure is removed.
2. Post a bond with the City adequate to cover the cost of the structure's demolition.
3. Record some sort of deed restriction which addresses the required removal of the structure.

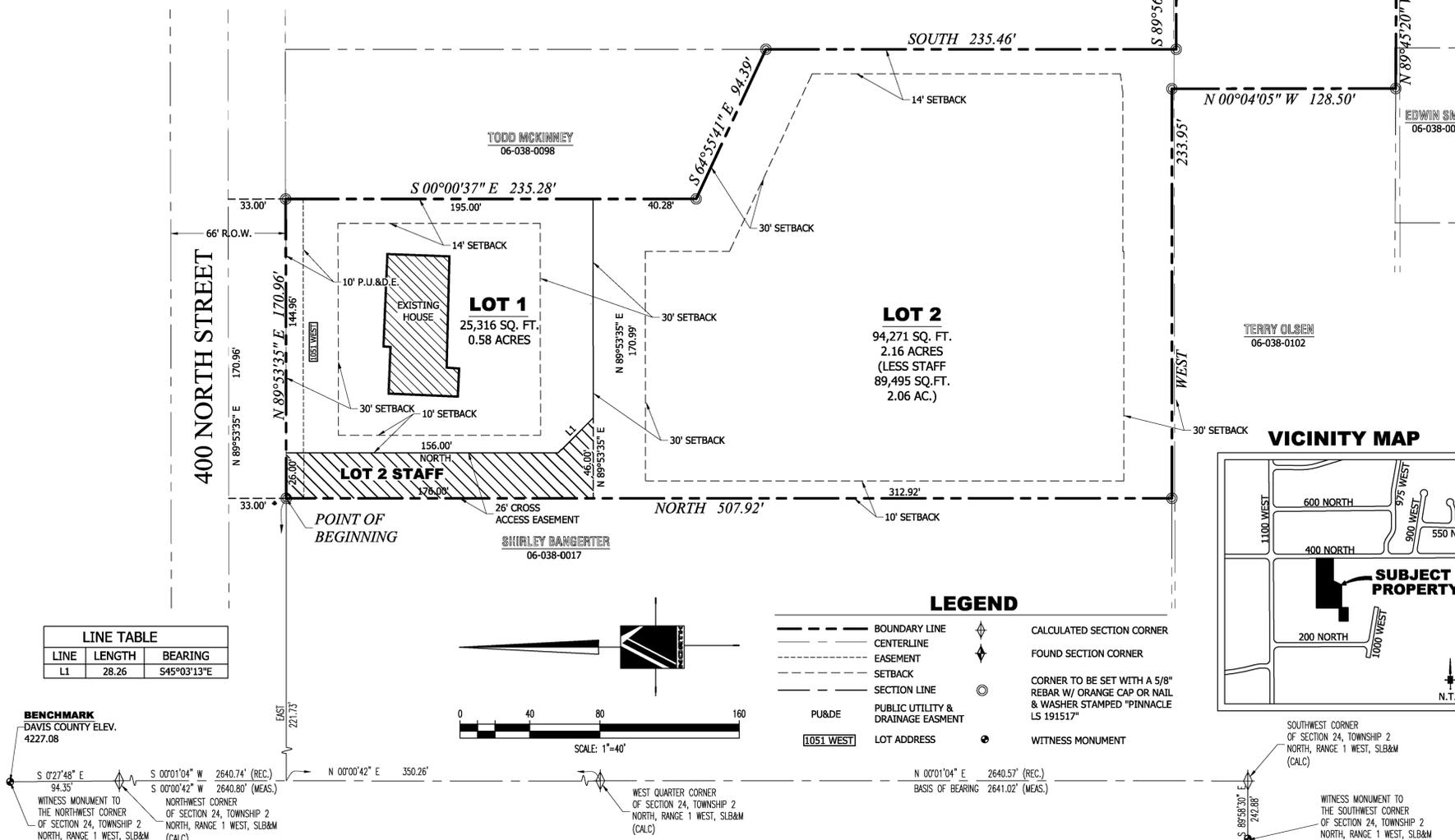
It is the intent of the property owner to remove the structure so a home may be constructed. It is staff's recommendation that City Council approve the requested plat amendment, but delay the recordation until such time that the accessory structure is removed.

HURDMAN SUBDIVISION

A PART OF THE WEST HALF OF SECTION 24,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
CURRENT ZONE: R-1-22

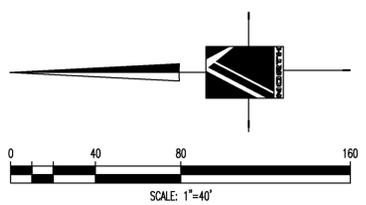
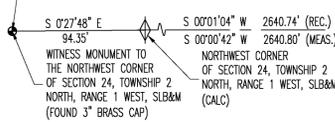
SETBACKS

- 30' FRONT YARD SETBACK
- 30' REAR YARD SETBACK
- 10'/14' SIDE YARD SETBACK
- 20' SIDE YARD SETBACK ON CORNER LOTS



LINE	LENGTH	BEARING
L1	28.26	S45°03'13"E

BENCHMARK
DAVIS COUNTY ELEV.
4227.08



- ### LEGEND
- BOUNDARY LINE (solid line with dashes)
 - CENTERLINE (dashed line)
 - EASEMENT (dotted line)
 - SETBACK (long dashed line)
 - SECTION LINE (short dashed line)
 - PUBLIC UTILITY & DRAINAGE EASEMENT (line with 'PU&DE')
 - LOT ADDRESS (line with '1051 WEST')
 - CALCULATED SECTION CORNER (diamond symbol)
 - FOUND SECTION CORNER (square symbol)
 - CORNER TO BE SET WITH A 5/8" REBAR W/ ORANGE CAP OR NAIL & WASHER STAMPED "PINNACLE LS 191517" (circle with crosshair)
 - WITNESS MONUMENT (circle with dot)



SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191517 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets and open space, hereafter to be known as HURDMAN SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

STEPHEN J. FACKRELL
CERTIFICATE NO. 191517

DATE: _____

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 400 NORTH STREET, SAID POINT ALSO BEING LOCATED NORTH 00°00'42" EAST 350.26 FEET AND EAST 221.73 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION, THE BASIS OF BEARING BEING NORTH 00°01'04" EAST BETWEEN THE SOUTH-WEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION, AND RUNNING:

THENCE NORTH 89°53'35" EAST ALONG SAID SOUTH LINE 170.96 FEET;
THENCE SOUTH 00°00'37" EAST 235.28 FEET;
THENCE SOUTH 64°55'41" EAST 94.39 FEET;
THENCE SOUTH 235.46 FEET;
THENCE SOUTH 89°56'12" EAST 64.96 FEET;
THENCE SOUTH 00°01'53" WEST 126.30 FEET;
THENCE NORTH 89°45'20" WEST 87.29 FEET;
THENCE NORTH 00°04'05" WEST 128.50 FEET;
THENCE WEST 233.95 FEET;
THENCE NORTH 507.92 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINS 119,588 SQ. FT. - 2.75 ACRES

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDER-SIGNED OWNER () OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PARCELS AND STREETS TO BE HEREAFTER KNOWN AS THE HURDMAN SUBDIVISION

AND DO HEREBY GRANT AND DEDICATE FOR PERPETUAL USE ALL EASEMENTS LABELED HEREON AS PUBLIC UTILITY AND DRAINAGE EASEMENTS AND DO ALSO GRANT AND DEDICATE A 26' CROSS ACCESS EASEMENT AS SHOWN HEREON FOR PRIVATE USE.

In witness whereof _____ have hereunto set _____ this day of _____ A.D., 20____.

ROBERT HURDMAN

ACKNOWLEDGMENT

STATE OF UTAH
County of Davis)

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of Davis in said State of Utah, the signer () of the above Owner's dedication, _____ in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

HURDMAN SUBDIVISION

A PART OF THE WEST HALF OF SECTION 24,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
CURRENT ZONE: R-1-22

PINNACLE
Engineering & Land Surveying Inc

1513 North Hillfield Rd., Suite #2
Layton, UT 84041

Phone: (801) 866-0676
Fax: (801) 866-0678

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE WEST BOUNTIFUL CITY ATTORNEY.

WEST BOUNTIFUL CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE WEST BOUNTIFUL CITY PLANNING COMMISSION.

CHAIRMAN, WEST BOUNTIFUL CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE _____ WEST BOUNTIFUL CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE CITY COUNCIL OF WEST BOUNTIFUL, UTAH THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____
WEST BOUNTIFUL CITY RECORDER

WEST BOUNTIFUL CITY MAYOR

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____ FILED
FOR RECORD AND RECORDED THIS _____ DAY
OF _____, 20____ AT _____ IN BOOK _____
OF OFFICIAL RECORDS PAGE _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2014

FROM: Ben White, City Engineer

RE: Alice Acres Subdivision Final Plat

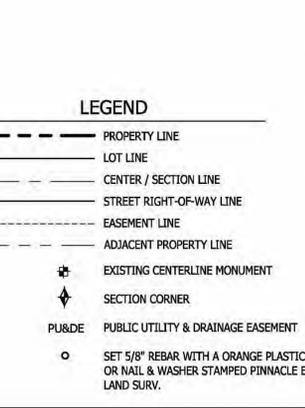
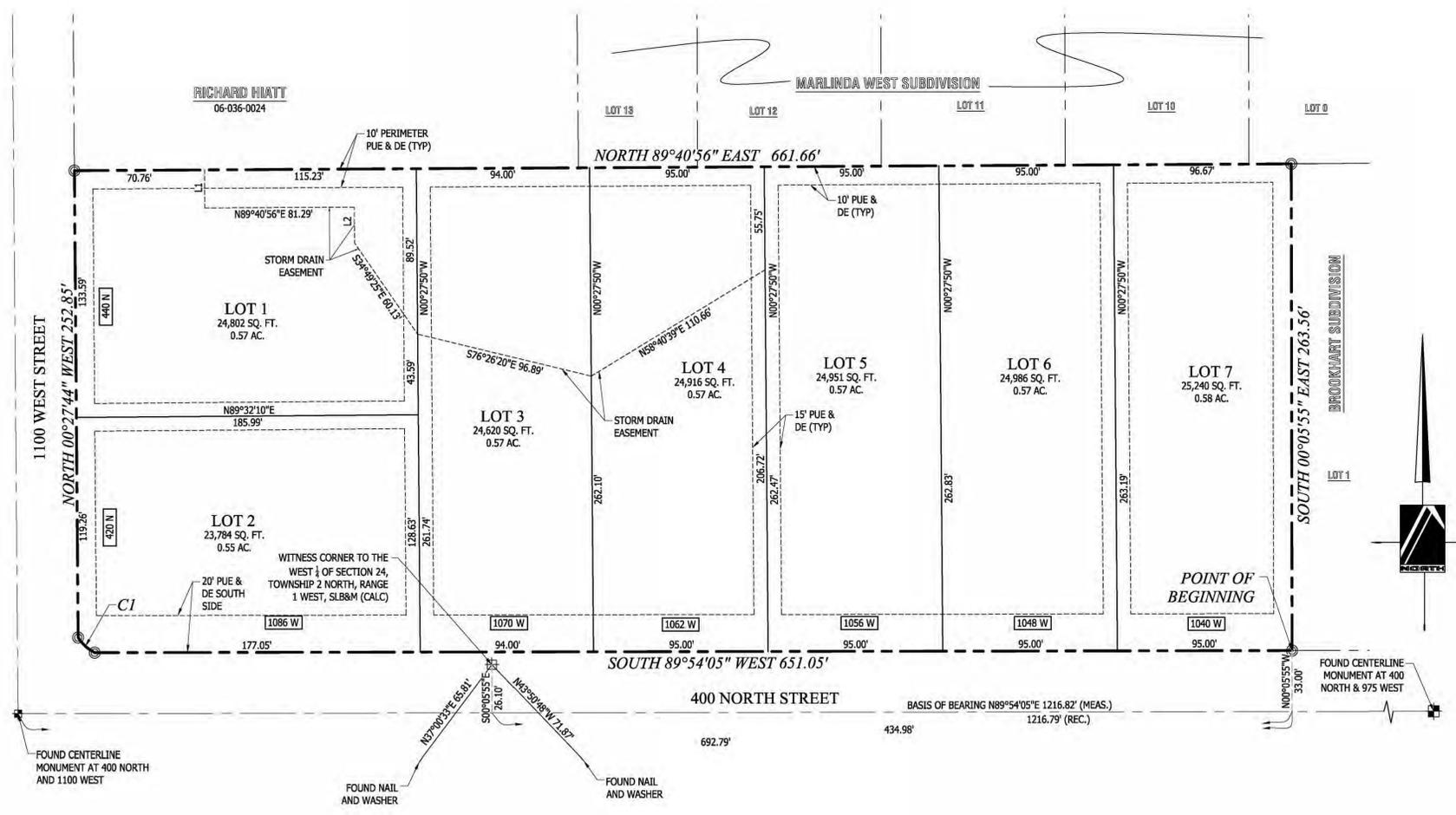
Alice Acres Subdivision is a 4 acre 7 lot residential development on the northeast corner of 1100 West and 400 North Streets. The proposed development has five one-half acre lots that front on to 400 North Street and two that front on to 1100 West. Each of the lots meets the minimum zoning requirements including the three times the depth to width ratio.

The proposed utility infrastructure is a little unusual. A new sanitary sewer pipe line is proposed to be constructed in the front yard to avoid cutting into the newly constructed 400 North Street for sewer service. Weber Basin secondary water pipeline will also be in the park strip or front yard. The only utility service that will require cutting into 400 North is the water service. The proposal is to cut three bore pits in the street and bore the required water laterals. The asphalt will then be patched with a seamless, thermal patch. The bore pits will be about 6' by 10' each. Cutting into 400 North is only with City Council approval too.

On-site drainage for this development is difficult. Currently, there are two ditches that extend diagonally through the property which collect and drain water from the site. The drainage proposal would do away with those ditches and require the runoff water to continue west. 1100 West Street is higher than the existing homes' and proposed homes' rear yard properties. Surface drainage is not an option, the only logical way to drain the properties is with a pump or a pipe. The piping options are limited by the depth of the storm drain in 1100 West Street. A storm drain pipe is proposed to extend east, along the rear lot line of Lot 1. This pipe will be essentially at the ground surface. Therefore, runoff water is expected to pond up to 15" deep during a heavy rain storm before it dissipates. A drainage easement is being placed on the plat to restrict grading and building in the area which is likely to be inundated with water during a heavy rain event.

Included with this memo are copies of bond agreements, the development agreement. Before recording the plat, the agreements will need to be executed, bonds posted, storm drain impact fee, water right fee and inspection fee paid.

ALICE ACRES SUBDIVISION
 LOCATED IN NORTHEAST QUARTER OF SECTION 23
 AND THE NORTHWEST QUARTER OF SECTION 24,
 TOWNSHIP 2 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN
 WEST BOUNTIFUL, UTAH



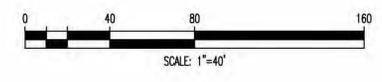
- NOTES:**
- APPROVAL OF THE DEVELOPMENT PLAN BY WEST BOUNTIFUL CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF THE SUB-SURFACE SOIL CONDITIONS NOR THE LOCATION OR DEPTH OF GROUND WATER TABLES.
 - INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE TO MAINTAIN DRAINAGE EASEMENTS, PRIVATE ON-SITE STORM DRAIN PIPING AND SURFACE DRAINAGE FROM THEIR LOTS. THE CITY IS NOT RESPONSIBLE FOR DRAINAGE FROM PRIVATE PROPERTY.
 - ALL FINISH FLOOR ELEVATIONS ON DWELLINGS CONSTRUCTED SHALL BE AT LEAST 12 INCHES ABOVE THE CURB EXCEPT WHERE OTHERWISE APPROVED BY THE CITY ENGINEER AND CITY COUNCIL.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
CI	12.31	23.00	30°39'23"	N47°49'01"W	12.16

LINE TABLE

LINE	LENGTH	BEARING
L1	20.61	S00°27'50"E
L2	19.36	S00°27'50"E



CITY ATTORNEY'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20____, BY THE
 WEST BOUNTIFUL CITY ATTORNEY.

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, 20____, BY THE WEST
 BOUNTIFUL CITY PLANNING COMMISSION.

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20____, BY THE WEST
 BOUNTIFUL CITY ENGINEER.

CITY COUNCIL APPROVAL

APPROVED THIS ____ DAY OF _____, 20____, BY THE WEST
 BOUNTIFUL CITY COUNCIL.

SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS: ALICE ACRES SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF BROOKHART SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID CORNER BEING ON THE NORTH LINE OF 400 NORTH STREET, SAID POINT BEING LOCATED NORTH 89°54'05" EAST ALONG THE CENTERLINE OF SAID STREET 692.79 FEET AND NORTH 00°05'55" WEST 33.00 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF 400 NORTH STREET WITH 1100 WEST STREET, SAID POINT BEING LOCATED SOUTH 00°05'55" EAST 33.00 FEET AND NORTH 89°54'05" EAST 434.98 FEET FROM THE WITNESS CORNER TO THE WEST QUARTER OF SAID SECTION 24 AND RUNNING THENCE SOUTH 89°54'05" WEST ALONG THE NORTH LINE OF SAID STREET 651.05 FEET; THENCE NORTHWESTERLY 12.31 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°39'23" (CHORD BEARS NORTH 47°49'01" WEST 12.16 FEET) TO THE EASTERLY LINE OF 1100 WEST STREET AS DESCRIBED ON THE MERLINDA SUBDIVISION PLAT, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE AND ROTATED TO THE MEASURED CENTERLINE OF 600 NORTH STREET; THENCE NORTH 00°27'50" WEST ALONG THE EAST LINE OF SAID STREET 252.85 FEET TO THE PROLONGATION OF THE SOUTHERLY LINE OF SAID MERLINDA SUBDIVISION; THENCE NORTH 89°40'56" EAST 661.66 FEET TO AND ALONG THE SOUTHERLY LINE OF SAID MERLINDA SUBDIVISION TO THE WESTERLY LINE OF SAID BROOKHART SUBDIVISION; THENCE SOUTH 00°05'55" EAST ALONG THE WESTERLY LINE OF SAID SUBDIVISION 263.56 FEET TO THE POINT OF BEGINNING.

CONTAINING: 173,300 SQ.FT. (3.99 ACRES)

DATE _____ STEPHEN J. FACKRELL
 LICENSE NO. 191517

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER() OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN, HEREAFTER KNOWN AS ALICE ACRES SUBDIVISION.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS ____ DAY OF _____ A.D. 20____.

ACKNOWLEDGMENT

STATE OF UTAH)
 COUNTY OF DAVIS)
 ON THE ____ DAY OF ____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER () OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 RESIDING IN DAVIS COUNTY

ALICE ACRES SUBDIVISION
 LOCATED IN NORTHEAST QUARTER OF SECTION 23,
 AND THE NORTHWEST QUARTER OF SECTION 24,
 TOWNSHIP 2 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN
 WEST BOUNTIFUL, UTAH

PINNACLE
 Engineering & Land Surveying, Inc.
 2720 North 350 West, Suite #108 Phone: (801) 773-1910
 LAYTON, UT 84041 Fax: (801) 773-1925

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
 PAID _____ FILED FOR RECORD
 AND RECORDED THIS ____
 DAY OF _____, 20____ AT
 _____ IN BOOK
 OF OFFICIAL RECORDS PAGE _____

DAVIS COUNTY RECORDER
 BY _____
 DEPUTY RECORDER

DEVELOPMENT AGREEMENT *ALICE ACRES SUBDIVISION*

This DEVELOPMENT AGREEMENT (“*Agreement*”) is made and entered into effective this _____ day of _____, 2014, by and between **DHI BUILDERS, LLC DBA CRESCENO HOMES**, a Utah Limited Liability Corporation (“*Developer*”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “*City*”).

RECITALS

A. Developer is the owner of approximately 3.99 acres of real property located in the City, which Developer proposes to subdivide pursuant to Title 16 of the West Bountiful Municipal Code, as amended (the “*Code*”), under the name of “*Alice Acres Subdivision*” (the “*Subdivision*”).

B. The City’s Planning Commission and City Council have approved, subject to certain requirements described below, the final plat for the Subdivision (the “*Final Plat*”), a copy of which is attached as **Exhibit A**.

C. The City’s approval of the Final Plat is subject to (1) the execution and recordation of this Agreement or a memorandum of this Agreement; (2) the execution of bond agreements acceptable to the City as security for the satisfactory completion and warranty of all onsite and offsite improvements required for the Subdivision (collectively, the “*Improvements*”); and (3) compliance with all requirements of the City’s land use ordinances and development regulations, including Title 16 of the Code.

D. Developer is willing to complete the Improvements and develop the Subdivision in harmony with the long-range goals and policies of the City’s general plan and in compliance with the Code and this Agreement.

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

1. DEVELOPMENT OF SUBDIVISION. The approved uses, density, intensity, and configuration of the components of the Subdivision are depicted in the Final Plat (**Exhibit A**) and the profile drawings prepared by Developer’s engineer, and approved by the City Engineer (collectively, the “*Construction Drawings*”), copies of which are attached as **Exhibit B**. Developer will develop all parcels within the Subdivision as a single project and in conformity with the requirements of the Final Plat and Construction Drawings.

2. OWNERSHIP OF SUBDIVISION. Prior to recordation of the Final Plat, Developer will provide the City appropriate evidence, including a preliminary title report, of Developer’s ownership of all real property within the Subdivision.

3. COMPLETION OF IMPROVEMENTS. Developer will provide, construct, and install the Improvements in a satisfactory manner in compliance with the requirements of this Agreement, the Code, the City’s subdivision standards and specifications, and all other applicable laws and requirements (collectively, the “*Subdivision Requirements*”). Developer will complete all of the Improvements within 18 months after the date of this Agreement; provided, that upon written application submitted prior to the expiration of the 18-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

4. SPECIFIC STANDARDS FOR IMPROVEMENTS. The Improvements will be constructed and installed in accordance with the following standards:

a. Scope of Improvements. The Improvements include all onsite and offsite improvements, both those intended for public dedication (the “*Public Improvements*”) and otherwise, described in the Construction Drawings.

b. Culinary Water. All culinary water lines within the Subdivision will be constructed and tied to the City’s existing culinary water main line in strict compliance with the Code and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water.

c. Secondary Irrigation Water. All pressurized secondary irrigation water lines within the Subdivision will be constructed and tied to the Weber Basin Water Conservancy District main trunk line in strict compliance with all applicable standards and engineering requirements of the Weber Basin Water Conservancy District.

d. Sanitary Sewer. All sanitary sewer lines within the Subdivision will be constructed and tied to the South Davis Sewer Improvement District’s main sewer trunk lines in strict compliance with all applicable standards and engineering requirements of the South Davis Sewer Improvement District.

e. Storm Drainage. Developer will construct and install adequate storm drainage collection systems, sub-surface collection systems and other surface and underground water drainage facilities in accordance with the Construction Drawings, and in strict compliance with the Code and all other applicable standards and engineering requirements of the City. Developer will obtain a UPDES permit from the State of Utah for storm water pollution prevention. Developer will maintain the permit in place until (1) all disturbed land within the Subdivision is stabilized (meaning paved and concreted, homes built and landscaping installed, or vegetation re-established); or (2) Developer’s construction is complete in accordance with this Agreement and all lots in the Subdivision have been conveyed to third parties, whichever occurs first.

f. Street Improvements. All street, parking, and hardscape improvements, including curb and gutter, sidewalk, street construction, road surfacing, drainage swales, drive approaches in drainage swales, bridges, trails, walking paths, and associated road improvement structures will be constructed and fully improved in strict compliance with the Code and all other applicable standards and engineering requirements of the City.

g. Construction Period. Developer will otherwise:

- (1) Develop the Subdivision in accordance with accepted development procedures;
- (2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;
- (3) Take reasonable steps to contain and abate dust resulting from construction activities;
- (4) Provide such road surface (if any), including road base and gravel, during construction as will render the streets and parking areas within the Subdivision reasonably accessible and conducive to travel by trucks and heavy equipment;

(5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the Subdivision;

(6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the Subdivision;

(7) Prevent and abate weeds on property within the Subdivision in accordance with the Code for as long as Developer owns such property; and

(8) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the Subdivision during development and construction; and repairing any such damage at Developer's own expense.

h. Unforeseen Circumstances. The City has provided certain drawings and other information to Developer with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the Subdivision or necessary for the development of the Subdivision. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Developer.

i. Diligent Prosecution of Work. Developer will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

j. Building Permit Prerequisites. The City will authorize the construction of any building within the Subdivision only after the following requirements have been satisfied:

(1) **Fire Protection.** The building will be located on a lot that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection.

(2) **Street and Parking Surfaces.** The building will be located on a lot served by a street surface and parking areas improved to the extent necessary to be passable for fire fighting and other emergency equipment and apparatus. Any such street surface that has not been improved on the date this Agreement is executed must be constructed the full width of the final street design, including curb and gutter. All street and parking surfaces must be constructed, at a minimum, with either an asphalt surface course or compacted gravel road base placed to the final finish elevation of the asphalt surface (additional thickness may be required if building construction is to begin during any month from October through March).

(3) **Sewer Connection.** The City has received an acceptance letter from South Davis Sewer District approving connection to the sanitary sewer system.

(4) **As-built Drawings.** Acceptable record/as-built drawings have been submitted to the City for review and acceptance.

k. Stop Work Order. In the event the City determines Developer is in violation of any provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon five (5) days' written notice to Developer, the City may shut down all

work on the Subdivision and prevent further construction or building activity until Developer remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

5. DEDICATION OF PUBLIC IMPROVEMENTS. Upon the satisfactory completion and final inspection of the Improvements, Developer will dedicate to the City all Public Improvements, including the culinary water system, storm drain lines, streets, and sidewalk, curb and gutter. Developer will continue to repair and replace the Public Improvements as necessary during the Warranty Period, as provided below.

6. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements and any improvements restored by Developer will comply with the Subdivision Requirements and will remain in good condition, free from all defects in workmanship or materials during the Warranty Period (as defined below), without charge or cost to the City. For purposes of this Agreement, “*Warranty Period*” means the one-year period beginning on the date the City provides Developer written acceptance of the completed Improvements in accordance with Section 16.16.030.N of the Code.

7. SECURITY FOR DEVELOPER’S OBLIGATIONS. To secure the satisfactory completion of the Improvements and Developer’s warranty obligations under the Code and this Agreement, Developer and the City will enter into a bond agreement or agreements in a form acceptable to the City (collectively, the “*Bond Agreement*”). Under the Bond Agreement, the City or a federally insured bank will hold in a separate escrow account or accounts (collectively, the “*Escrow Account*”) an amount of money specified in the Bond Agreement (collectively, the “*Proceeds*”), subject to authorized disbursements, pending expiration of the Warranty Period. The Proceeds represent 120 percent of the estimated cost of the Improvements, as itemized in the Bond Agreement. Developer will assign to the City all of its right, title, and interest in and to the principal amount of the Escrow Account as an independent guaranty for the satisfactory completion of the Improvements, and the City will be entitled to immediate access to the Proceeds, as provided in the Bond Agreement. Developer will remain fully liable to complete and warrant the Improvements and surface of the Subdivision property even if the Proceeds are inadequate to fully cover the cost to install, repair, or replace them.

8. FEES AND CHARGES. Developer will pay all fees and charges required by the Code, including public improvement inspection fees before the Final Plat is recorded; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

9. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) Failure to Complete Improvements. Developer fails to complete the Improvements according to the Subdivision Requirements within the time specified in this Agreement.

(2) Failure during Warranty Period. The City finds any of the Improvements to be substandard or defective during the Warranty Period and, after ten (10) days’ written notice of such failure, Developer has not repaired or replaced the substandard or defective Improvements at Developer’s own expense; or, if the failure is not capable of being cured within such time, Developer has not

commenced to cure the failure within such time and diligently completed the cure at its own expense within a reasonable time thereafter, as determined by the City in its sole discretion.

(3) Emergency Situation. The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City in its sole discretion.

(4) Other Failure. Developer otherwise substantially fails to perform its obligations under this Agreement and, after ten (10) days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed at any time before Developer's obligations under this Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any property within the Subdivision or such property is conveyed in lieu of foreclosure before Developer's obligations under this Agreement have been satisfied.

10. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Disbursement of Proceeds. The City will be entitled to withdraw some or all of the Proceeds from the Escrow Account upon written request, in accordance with the Bond Agreement. The City will utilize the withdrawn Proceeds for the purpose of satisfactorily completing, repairing, or replacing the Improvements. In the event the City receives Proceeds in excess of those required to complete, repair, or replace the Improvements, the City will pay the excess Proceeds plus interest to Developer upon final approval of the Improvements at the end of the Warranty Period.

b. Completion of Improvements by the City. The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of completing or remedying the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 10.f.

d. Suspension of Building Permits. The City may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City Council agrees to accept the substitute bond agreement; or (3) other arrangements acceptable to the City

Council have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may recover from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

11. INDEMNIFICATION.

a. Generally. Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as the Improvements have been finally completed, whether by Developer or by the City, and the Improvements have been approved and accepted by the City at the expiration of the Warranty Period, except to the extent of any actionable negligence or other fault attributable to the City.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

12. INSURANCE. Developer will maintain throughout the development of the Subdivision and the Warranty Period insurance in types and amounts reasonably acceptable to the City, covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or agent in the development of the Subdivision, including the installation or construction of the Improvements or the completion or repair of the Improvements by the City. Developer's indemnity obligations under Section 11, above, shall include any liability that exceeds the insurance policy limits. Developer will provide at least annually proof of the insurance required under this Agreement. If Developer fails to maintain insurance as required, the City, at its option, may obtain such insurance and collect from Developer the cost of insurance premiums as part of the City's recoverable costs, as described in Section 10.f. The City may suspend the issuance of any building permits until such insurance is in place.

13. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligation to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the other Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or part of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense

that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer's performance under this Agreement.

14. CONNECTION TO CITY SYSTEMS. The City will permit Developer to connect the Improvements to the City's water and storm drain systems upon Developer's performance of its obligations under this Agreement and compliance with the Subdivision Requirements, including payment of all connection, review, and inspection fees.

15. INSPECTION AND PAYMENT.

a. Inspection of Improvements. Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Developer or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Developer will pay any required connection fees, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Developer grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property within the Subdivision for the purpose of inspecting, completing, repairing, or replacing the Improvements and taking any other necessary remedial action, both before and during the Warranty Period.

c. Payment to Third Parties. Developer will timely pay all third parties for labor and materials provided for the Improvements. Developer will promptly remove all liens for labor and materials from the Subdivision property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens. The disbursement of Proceeds under the Bond Agreement will be conditioned on the waiver or satisfaction of all such liens.

16. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City's prior written consent. Notwithstanding the foregoing, the covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, assigns, agents, and legal representatives of Developer in the ownership or development of any portion of the Subdivision. The City may record this Agreement or a memorandum of this Agreement.

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

c. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

d. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this

Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

e. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

f. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

g. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

h. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

i. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO DEVELOPER: Dennis Higley
31 East 3600 West
Layton, UT

TO THE CITY: West Bountiful City
Attention: City Administrator
550 North 800 West
West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

j. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

k. Exhibits. All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

l. Joint and Several Liability. The obligations of Developer under this Agreement are joint and several.

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

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

DEVELOPER:

DHI BUILDERS, LLC dba CRESCENDO HOMES

Dennis Higley, President

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Heidi Voordeckers, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF _____)

On the _____ day of _____, 2014, appeared before me **Dennis Higley**, who, being duly sworn, did acknowledge that he is the **President of DHI Builders, LLC dba Cresceno Homes**, the Developer of **Alice Acres Subdivision** named in the foregoing Agreement, and that he signed the Agreement on behalf of Developer as duly authorized by a resolution of its members and acknowledged to me that LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2014, appeared before me **Kenneth Romney** and **Heidi Voordeckers**, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

EXHIBIT LIST

Exhibit A Final Plat

Exhibit B Construction Drawings

BOND AGREEMENT
FOR WARRANTY OF SUBDIVISION IMPROVEMENTS
Alice Acres Subdivision
(Cash Form)

This Bond Agreement is made and entered into effective as of _____, 2014, by and between **DHI BUILDERS, LLC DBA CRESCENO HOMES**, a Utah Limited Liability Corporation (“**Developer**”); and **WEST BOUNTIFUL CITY**, a municipal corporation organized and existing under the laws of the State of Utah (the “**City**”).

RECITALS

A. Section 16.16.030.K.1 of the West Bountiful Municipal Code, 2000, as amended (the “**Code**”), requires that prior to final subdivision plat approval and recordation, a developer must enter into a bond agreement acceptable to the City as security for the completion of all improvements required in the proposed subdivision. Subsection 16.16.030.K.2. of the Code provides that a deposit of cash held only by the City, along with an escrow agreement and account with a federally insured bank, is an acceptable form of bond agreement.

B. Developer has prepared and desires to record a final plat for a proposed subdivision of land in the City known as Alice Acres Subdivision (the “**Subdivision**”). Developer and the City have entered into a Development Agreement of even date governing the development of the Subdivision (the “**Development Agreement**”). Developer and the City have also entered into an escrow agreement (the “**Escrow Agreement**”) providing security for the satisfactory completion of all onsite and offsite improvements required by the City for the Subdivision (the “**Improvements**”).

C. The parties are willing to enter into this Agreement to satisfy the Code’s requirement that certain funds be held in an account, to be disbursed by the City only in accordance with the terms and conditions of this Agreement, to ensure the satisfactory completion of Developer’s warranty obligations with respect to the Improvement, consistent with the Code, the Development Agreement, and the Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SUBDIVISION ACCOUNT.

a. **Establishment of Subdivision Account.** Developer delivers with this Agreement a cashier’s check, made payable to the order of the City only, in the amount of **FIFTY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$54.55)** (the “**Proceeds**”). The City will deposit the Proceeds in a separate account (the “**Subdivision Account**”), and will hold the Proceeds subject to authorized disbursements, pending expiration of the Warranty Period, as defined below. The Proceeds represent ten percent (10%) of the estimated cost of the Improvements, as set forth in the attached **Exhibit A**. For purposes of this Agreement, “**Warranty Period**” means the one-year period beginning on the date the City provides Developer written acceptance of the completed Improvements, as provided in Section 16.16.030.N of the Code (“**City Acceptance**”).

b. **Assignment of Proceeds.** Developer hereby assigns to the City all of its right, title, and interest in and to the principal amount of the Proceeds as an independent guaranty for the satisfactory completion of the Improvements. The City will be entitled to immediate access to the Proceeds as provided in this Agreement, but Developer will remain fully liable to warrant the

Improvements irrespective of whether the Proceeds are adequate to fully cover the cost to repair or replace them.

2. COMPLETION OF IMPROVEMENTS. Within 18 months after the date of this Agreement, Developer will satisfactorily complete all Improvements in accordance with the Development Agreement, the Code, the City's subdivision standards and specifications, and all other applicable laws and requirements (collectively, the "*Subdivision Requirements*").

3. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements will meet the Subdivision Requirements, and will remain in good condition, free from defects in workmanship or materials during the Warranty Period, without charge or cost to the City. Developer will remain fully liable for any substandard, defective, or damaged Improvements irrespective of whether the Proceeds are adequate to cover the cost to repair or replace them.

4. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) Failure during Warranty Period. The City finds any of the Improvements to be substandard or defective during the Warranty Period and, after ten (10) days' written notice of such failure, Developer has not repaired or replaced the substandard or defective Improvements; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City Engineer in his sole discretion.

(2) Emergency Situation. The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City Engineer in his sole discretion; provided, however, that such emergency situation results from Developer's failure to comply with its obligations under this Agreement or the Subdivision Requirements.

(3) Other Failure. Developer otherwise substantially fails to perform its obligations under this Agreement, the Escrow Agreement, or the Development Agreement and, after ten (10) days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City Engineer in his sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed before Developer's obligations under this Agreement, the Escrow Agreement, or the Development Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any portion of the Subdivision property or any such property is conveyed in lieu of foreclosure before Developer's

obligations under this Agreement, the Escrow Agreement, or the Development Agreement have been satisfied.

5. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Use of Proceeds. The City may use the Proceeds to complete, repair, or replace the Improvements upon written certification from the City Engineer that Developer is in default of its obligations under this Agreement and the Proceeds are required to pay costs and expenses incurred in completing, repairing or replacing the Improvements. In the event the City receives Proceeds in excess of those required for the City to complete, repair, or replace the defective Improvements, the City will pay Developer any such excess Proceeds plus applicable interest upon the City Council's final approval of the Improvements at the end of the Warranty Period.

b. Completion of Improvements by the City. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of remedying or replacing the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice including documentation reasonably supporting costs incurred, Developer will compensate the City for all costs the City incurs as a result of Developer's default to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 5.f.

d. Suspension of Building Permits. The City Administrator may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City agrees to accept the substitute bond agreement; or (3) other arrangements acceptable to the City have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may collect from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

6. INDEMNIFICATION.

a. Generally. Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as

the Improvements have been finally completed, whether by Developer or by the City, and approved and accepted by the City at the expiration of the Warranty Period.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

7. INSURANCE. In the event the City elects to complete, repair, or replace the Improvements, Developer will pay the premium of an insurance policy covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or agent the City retains to complete or remedy the Improvements, in accordance with the following: (a) the City, in its sole discretion, will determine the extent and scope of insurance coverage; (b) Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants, and contractors, from and against all liability that exceeds the insurance policy limits; (c) if Developer fails to pay the premium, the City, at its option, may use the Proceeds as necessary to pay the premium as part of the costs described in Section 5.f; and (d) the City will suspend the issuance of any building permits until the premium has been paid and a bond is in place to secure the payment of future premiums.

8. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or portion of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer's performance under this Agreement.

9. TERMINATION OF SUBDIVISION ACCOUNT.

a. Procedure for Closing Subdivision Account. As provided in Section 16.16.030.N of the Code, at the end of the Warranty Period, the Proceeds remaining in the Subdivision Account will be disbursed to Developer and the Subdivision Account will be closed, according to the procedure outlined in this subsection. Upon written request from Developer, the City will conduct a final on-site review of all Improvements. Upon written verification that (a) all Improvements have been completed in compliance with the Subdivision Requirements; (b) the City has been reimbursed for all of its costs and expenses incurred in connection with the completion, repair, or replacement of Improvements; and (c) all contractors, subcontractors, laborers and materialmen who have provided services and material in connection with the completion of the Improvements have been fully paid and discharged and all mechanic's liens have been released, the City engineer will submit the matter to the City Council for final approval. Upon the City Council's approval, the City will disburse to Developer, or its designee, all Proceeds and any other funds remaining in the Subdivision Account (including interest), and then close the Subdivision Account.

b. Distribution of Interest. To the extent required by Utah Law, Developer is solely responsible to ensure that any interest accrued on the Proceeds is distributed to all subcontractors on a pro-rata basis according to the work performed by each subcontractor during construction and installation of the Improvements. Any interest not required by law to be so disbursed shall be held or disbursed as part of the Proceeds as set forth in this Agreement.

10. CITY'S RIGHTS AND OBLIGATIONS. The City acknowledges, understands, and agrees as follows:

a. Disbursement of Proceeds. The City will continue to hold the Proceeds indefinitely until such time as the City disburses the Proceeds according to the provisions of this Agreement.

b. Permitted Assumptions. The City acts as a depository under this Agreement, and is not liable for the sufficiency, correctness, genuineness, validity, form, or execution of any instrument deposited with it; or the identity, authority, or rights of any person executing or depositing the instrument. The City will not incur any liability in acting upon any notice, request, waiver, consent, receipt, or other paper or document the City reasonably believes to be genuine and to be signed by the proper party or parties.

c. Disputes. The City may consult with legal counsel in the event of any dispute over the interpretation or enforcement of this Agreement or the City's duties under this Agreement. In the event of any dispute resulting in adverse claims or demands with respect to the Proceeds, the City will be entitled, at its option, to refuse to comply with any such claim or demand as long as the dispute continues. The City will not be liable to Developer for its refusal to comply with the adverse demands, and will be entitled to continue so to refrain from complying until: (i) the rights of the adverse claimants have been finally adjudicated in a court having jurisdiction of the parties and the Proceeds involved in the dispute; or (ii) the City receives written instructions from the parties involved in the dispute that all differences shall have been resolved by agreement. In the event of any such dispute, the City will also be entitled to file an interpleader action and recover from Developer and any non-prevailing party all costs and expenses incurred in connection with such action, including reasonable attorney's fees.

d. Fees. The City will be entitled to reimbursement of all out-of-pocket expenses reasonably incurred in performing its obligations under this Agreement, including reasonable attorney fees.

11. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City's prior written consent, except as otherwise provided in this Agreement. The covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land; accordingly, the City may record this Agreement or a memorandum of this Agreement. The covenants contained in this Agreement will be binding upon Developer's agents, legal representatives, successors in interest, and assigns. Upon final approval of the Improvements at the end of the Warranty Period, the City will execute and deliver such documents as shall be required to release any recording of this Agreement as an encumbrance against the land.

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

c. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

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

e. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

f. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

g. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

h. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

i. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO DEVELOPER: Dennis Higley
31 East 3600 West
Layton, UT

TO THE CITY: West Bountiful City
Attention: City Administrator
550 North 800 West
West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

j. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

k. Joint and Several Liability. If Developer consists of more than one person or entity, the obligations of Developer under this Agreement are joint and several.

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

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

DEVELOPER:

DHI BUILDERS, LLC dba CRESCENDO HOMES

Dennis Higley, President

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Heidi Voordeckers, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF _____)

On the _____ day of _____, 2014, appeared before me **Dennis Higley**, who, being duly sworn, did acknowledge that he is the **President** of **DHI Builders, LLC dba Cresceno Homes**, the Developer of **Alice Acres Subdivision** named in the foregoing Agreement, and that he signed the Agreement on behalf of Developer as duly authorized by a resolution of its members and acknowledged to me that LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2013, appeared before me **Kenneth Romney** and **Heidi Voordeckers**, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

EXHIBIT A

Estimated Cost of Improvements

BOND AGREEMENT
FOR COMPLETION OF SUBDIVISION IMPROVEMENTS
Alice Acres Subdivision
(Escrow Form)

This Bond Agreement is made and entered into effective this ____ day of _____, 2014, by and among **DHI BUILDERS, LLC DBA CRESCENO HOMES**, a Utah Limited Liability Corporation, (“**Developer**”); _____, a federally insured bank (“**Escrow Agent**”); and **WEST BOUNTIFUL CITY**, a municipal corporation organized and existing under the laws of the State of Utah (the “**City**”).

RECITALS

A. Section 16.16.030.K.1 of the West Bountiful Municipal Code, 2000, as amended (the “**Code**”), requires that prior to final subdivision plat approval and recordation, a developer must enter into a bond agreement acceptable to the City as security for the completion of all improvements required in the proposed subdivision. Subsection 16.16.030.K.2.b of the Code provides that an escrow agreement with a federally insured bank, together with a separate cash bond agreement held by the City, is an acceptable form for the bond agreement.

B. Developer has prepared and desires to record a final plat for a proposed subdivision of land in the City known as *Alice Acres Subdivision* (the “**Subdivision**”). Developer and the City have entered into a development agreement of even date governing the development of the Subdivision (the “**Development Agreement**”).

C. The parties are willing to enter into this Agreement to satisfy the Code’s requirement that certain funds be held in an escrow account in order to ensure the satisfactory completion, consistent with the Development Agreement, of all onsite and offsite improvements required by the City for the Subdivision, including the improvements itemized in the cost estimate attached as **Exhibit A** (collectively, the “**Improvements**”). Developer and the City will enter into a separate cash bond agreement (the “**Cash Bond Agreement**”) as security for Developer’s warranty obligations.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ESCROW ACCOUNT.

a. Establishment of Escrow Account. Developer and Escrow Agent will establish a separate escrow account (the “**Escrow Account**”). The Escrow Agent will hold **EIGHT HUNDRED DOLLARS AND FIVE CENTS (\$800.05)** (the “**Proceeds**”) in the Escrow Account, subject to authorized disbursements, pending the City’s final on-site review and written acceptance of the completed Improvements, as provided in Section 16.16.030.N of the Code (“**City Acceptance**”). The Proceeds represent one hundred twenty percent (110%) of the estimated cost of the Improvements.

b. Assignment of Proceeds. Developer hereby assigns to the City all of its right, title, and interest in and to the principal amount of the Proceeds as an independent guaranty for the satisfactory completion of the Improvements. The City will be entitled to immediate access to the Proceeds as provided in this Agreement, but Developer will remain fully liable to complete and warrant the Improvements irrespective of whether the Proceeds are adequate to fully cover the cost to install, repair, or replace them.

2. COMPLETION OF IMPROVEMENTS. Within 18 months after the date of this Agreement, Developer will satisfactorily complete all Improvements in accordance with the Development Agreement, the Code, the City's subdivision standards and specifications, and all other applicable laws and requirements (collectively, the "*Subdivision Requirements*").

3. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements will meet the Subdivision Requirements and will remain in good condition, free from defects in workmanship or materials, for a period of one year following City Acceptance of the Improvements (the "*Warranty Period*"), without charge or cost to the City.

4. REDUCTION OF PROCEEDS. During construction of the Improvements, portions of the Proceeds may be disbursed in accordance with the procedure outlined in this section as Improvements are completed. Upon written request from Developer, made no more than once every 30 days, the City will inspect the completed Improvements. If the City finds the completed Improvements comply with the Subdivision Requirements, the City will give the Escrow Agent written instructions to disburse Proceeds not exceeding the value of the completed Improvements. Proceeds will be disbursed only upon Developer's compliance with the requirements for disbursement set forth in the construction loan agreement between Developer and the Escrow Agent and the City's written instructions. The parties agree that this section contemplates disbursements during the course of the construction of Improvements in the nature of "Progress Payments" made to permit interim payments to contractors, subcontractors or suppliers for costs and expenses incurred in the construction of such improvements.

5. CASH BOND. Notwithstanding any disbursement of Proceeds under this Agreement, the City will retain a ten percent (10%) cash bond under the Cash Bond Agreement until the expiration of the Warranty Period. Developer will remain fully liable for any substandard, defective, or damaged Improvements irrespective of whether the cash bond is adequate to cover the cost to repair or replace them.

6. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) Failure to Complete Improvements. Developer fails to complete the Improvements according to the Subdivision Requirements within the time specified in this Agreement.

(2) Emergency Situation. The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City Engineer in his sole discretion; provided, however, that such emergency situation results from Developer's failure to comply with its obligations under this Agreement or the Subdivision Requirements.

(3) Other Failure. Developer otherwise substantially fails to perform its obligations under this Agreement, the Cash Bond Agreement, or the Development Agreement and, after ten (10) days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and

diligently completed the cure within a reasonable time thereafter, as determined by the City Engineer in his sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed before Developer's obligations under this Agreement, the Cash Bond Agreement, or the Development Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any portion of the Subdivision property or any such property is conveyed in lieu of foreclosure before Developer's obligations under this Agreement, the Cash Bond Agreement, or the Development Agreement have been satisfied.

7. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Disbursement of Proceeds. The Escrow Agent will disburse the Proceeds to the City upon written request from the City, which request will certify to Escrow Agent that Developer is in default of its obligations under this Agreement and that the Proceeds are required to pay costs and expenses incurred in completing, repairing or replacing the Improvements. The City will utilize the Proceeds (or such lesser amount as the City may require) for the purpose of satisfactorily completing, repairing, or replacing the Improvements. If the request for disbursement is made before the beginning of the Warranty Period, Developer will promptly replace the disbursed Proceeds. In the event the City receives Proceeds in excess of those required for the City to complete, repair, or replace the defective Improvements, the City will pay Developer any such excess Proceeds plus interest upon City Acceptance of the Improvements.

b. Completion of Improvements by the City. The City may elect to complete, repair, or replace the Improvements as it deems necessary. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of completing or remedying the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. Upon delivery to Escrow Agent of documentation which reasonably supports costs incurred, the amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon City Acceptance of the Improvements.

c. Deficiency. Upon written notice that includes documentation which reasonably supports costs incurred, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 7.f.

d. Suspension of Building Permits. The City Administrator may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City agrees to accept the substitute bond agreement; or (3) other arrangements acceptable to the City have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may collect from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

8. INDEMNIFICATION.

a. Generally. Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as the Improvements have been finally completed, whether by Developer or by the City, and approved and accepted by the City at the expiration of the Warranty Period.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

9. INSURANCE. In the event the City elects to complete, repair, or replace the Improvements, Developer will pay the premium of an insurance policy covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or agent the City retains to complete or remedy the Improvements, in accordance with the following: (a) the City, in its sole discretion, will determine the extent and scope of insurance coverage; (b) Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants, and contractors, from and against all liability that exceeds the insurance policy limits; (c) if Developer fails to pay the premium, the City, at its option, may use the Proceeds as necessary to pay the premium as part of the costs described in Section 7.f; and (d) the City will suspend the issuance of any building permits until the premium has been paid and a bond is in place to secure the payment of future premiums.

10. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or portion of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer to perform, its obligations under this Agreement.

11. TERMINATION OF ESCROW ACCOUNT.

a. Procedure for Closing Escrow Account. Upon City Acceptance of the Improvements, the Proceeds remaining in the Escrow Account will be disbursed to Developer and the Escrow Account will be closed, according to the procedure outlined in this subsection. Upon written request from Developer, the City will conduct a final on-site review of all Improvements. Upon written verification that (a) all Improvements have been completed in compliance with the Subdivision Requirements; (b) the City has been reimbursed for all of its costs and expenses incurred in connection with the completion, repair, or replacement of Improvements; and (c) all contractors, subcontractors, laborers and materialmen who have provided services and material in connection with the completion of the Improvements have been fully paid and discharged and all mechanic's liens have been released, the City will give written instructions to the Escrow Agent to disburse to Developer, or its designee, all Proceeds and any other funds remaining in the Escrow Account (including interest), and then close the Escrow Account.

b. Distribution of Interest. To the extent required by Utah Law, Developer is solely responsible to ensure that any interest accrued on the Proceeds is distributed to all subcontractors on a pro-rata basis according to the work performed by each subcontractor during construction and installation of the Improvements. Any interest not required by law to be so disbursed shall be held or disbursed as part of the Proceeds as set forth herein. Developer shall be entitled to instruct Escrow Agent to deposit the Proceeds in an interest bearing account so long as the terms of such account shall not conflict with the terms of this Agreement.

12. ESCROW AGENT'S OBLIGATIONS. The Escrow Agent acknowledges, understands, and agrees as follows:

a. Disbursement of Proceeds. The Escrow Agent will disburse the Proceeds only in compliance with the terms of this Agreement. It will continue to hold the Proceeds indefinitely until such time as the City, by written instruction, either requests the Proceeds be disbursed to the City or otherwise releases the Escrow Agent from its obligations to hold the Proceeds, according to the provisions of this Agreement.

b. Independence of Escrow Agent. The Escrow Agent is not a member of, or otherwise affiliated with, Developer. The Escrow Agent is not expected or required to be familiar with the provisions of the Code or other Subdivision Requirements, except this Agreement, and will not be charged with any responsibility or liability in connection with the observance or non-observance of any such provisions or requirements.

c. Permitted Assumptions. The Escrow Agent acts under this Agreement as a depository only, and is not liable for the sufficiency, correctness, genuineness, validity, form, or execution of any instrument deposited with it, or the identity, authority, or rights of any person executing or depositing the instrument. The Escrow Agent will not be bound by any notice of default or be required to take any action upon a default unless Developer or the City gives written notice as provided in this Agreement. The Escrow Agent will not incur any liability in acting upon any notice, request, waiver, consent, receipt, or other paper or document the Escrow Agent reasonably believes to be genuine and to be signed by the proper party or parties.

d. Disputes. The Escrow Agent may consult with legal counsel in the event of any dispute over the interpretation or enforcement of this Agreement or the Escrow Agent's duties under this Agreement. In the event of any dispute resulting in adverse claims or demands with respect to the Proceeds, the Escrow Agent will be entitled, at its option, to refuse to comply with any such claim or demand as long as the dispute continues. The Escrow Agent will not be liable to the other parties for its refusal to comply with the adverse demands, and will be entitled to continue so to refrain from complying until: (i) the rights of the adverse claimants have been finally adjudicated in a court having jurisdiction of

the parties and the Proceeds involved in the dispute; or (ii) the Escrow Agent receives written instructions from the parties involved in the dispute that all differences have been resolved by agreement. In the event of any such dispute, the Escrow Agent will also be entitled to file an interpleader action and recover from the non-prevailing party all costs and expenses incurred in connection with such action, including reasonable attorney's fees.

e. Payment of Costs upon Default. In the event the Escrow Agent fails to timely perform its obligations under this Agreement or as required by law, the Escrow Agent will be liable to the City for all costs incurred by the City in completing, repairing, or replacing the Improvements or enforcing this Agreement, including all costs described in Section 7.f.

f. Fees. The fees for the Escrow Agent's ordinary services under this Agreement are set forth in the Fee Schedule attached as **Exhibit B**. The Escrow Agent will be entitled to reimbursement of all out-of-pocket expenses reasonably incurred in performing its obligations under this Agreement, including reasonable attorney fees. The Escrow Agent will have a first lien on the Proceeds for fees and expenses reasonably incurred in the performance of the Escrow Agent's obligations under this Agreement; nevertheless, Developer is solely responsible for payment of such fees and expenses in addition to the Proceeds.

g. Independent Obligations. The Escrow Agent's obligations under this Agreement (i) are independent of any obligation of the City, express or implied; (ii) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or portion of the Subdivision; and (iii) are independent of any other remedy available to the City to secure the satisfactory completion of the Improvements. The Escrow Agent may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve the Escrow Agent of its duty to perform, or preclude the City from requiring the Escrow Agent to perform, its obligations under this Agreement.

13. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Neither Developer nor the Escrow Agent will assign any rights or delegate any obligations under this Agreement without the City's prior written consent, except as otherwise provided in this Agreement. The covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land; accordingly, the City may record this Agreement or a memorandum of this Agreement. The covenants contained in this Agreement will be binding upon the agents, legal representatives, successors in interest, and assigns of Developer and the Escrow Agent. Upon final approval of the Improvements at the end of the Warranty Period, the City will execute and deliver documents required to release any recording of this Agreement as an encumbrance against the land.

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

c. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

d. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this

Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

e. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

f. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

g. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

h. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

i. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO DEVELOPER: Dennis Higley
31 East 3600 West
Layton, UT

TO ESCROW AGENT: _____
Attention: _____

TO CITY: West Bountiful City
Attention: City Administrator
550 North 800 West
West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

j. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

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

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

DHI BUILDERS, LLC dba CRESCENDO HOMES

Dennis Higley, President

[Insert Bank Name]

[Insert name and title]

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Heidi Voordeckers, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF _____)

On the _____ day of _____, 2014, appeared before me **Dennis Higley**, who, being duly sworn, did acknowledge that he is the **President** of **DHI Builders, LLC dba Cresceno Homes**, the Developer of **Alice Acres Subdivision** named in the foregoing Agreement, and that he signed the Agreement on behalf of Developer as duly authorized by a resolution of its members and acknowledged to me that LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF _____)

On the _____ day of _____, 2014, appeared before me **[insert name of bank representative]**, who, being duly sworn, did acknowledge that she[**he**] is the **[insert title]** of **[insert bank name]** (the "**Bank**"), and Escrow Agent named in the foregoing Agreement, and that she[**he**] signed the Agreement in behalf of the Bank under authority of its board of directors and that the Bank duly executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2014-, appeared before me Kenneth Romney and Heidi Voordeckers, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

EXHIBIT A

Estimated Cost of Improvements

EXHIBIT B

Escrow Agent's Fee Schedule

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2014

FROM: Ben White, City Engineer

RE: Bountiful City Water Purchase Agreement

Attached is the current draft Water Purchase Agreement with Bountiful City. This draft version has been reviewed by legal counsel of both cities and is now being presented to both City Councils. In summary the terms of the agreement include:

1. West Bountiful will take water during the off-peak season October 15 – April 15 with exceptions for emergencies.
2. Bountiful will bill annually for the water we used, unlike our Weber Basin contract where we pay for all 750 acre-feet of water whether we use it or not.
3. 15 year initial term with 5 year extensions after that. Contract cannot be cancelled in the first 5 years. This clause is to protect our capital investment to connect to Bountiful's system.
4. City may purchase up to 200 acre feet annually.
5. Initial rate is \$200 per acre foot. We pay Weber Basin \$152 and \$211 per acre foot for the water we purchase from them.
6. Bountiful City also purchases water from Weber Basin. The proposed escalation rate is equal to what Weber Basin raises. The theory from Bountiful is that they are passing their increased cost on to us.
7. If we use water during the peak season (April 15 – October 15) we will pay double the normal rate. Bountiful is not anxious for us to take any water during this period. The reason this agreement is attractive to them is because they can sell water when they have excess available. During the peak season, excess water is not readily available. The only times we should need to take water during the peak season is when Weber Basin is off line, water break on 500 South, major fire or other disaster.
8. We will take the water at our 400 North water tank.

WATER PURCHASE AGREEMENT

Bountiful City & West Bountiful City

This Water Purchase Agreement (“*Agreement*”) is entered into as of _____, 2014 (the “*Effective Date*”), by and between **BOUNTIFUL CITY**, a Utah municipal corporation (“*Seller*”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (“*Buyer*”).

Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, certain quantities of culinary water in accordance with the terms of this Agreement. This Agreement is authorized by Utah Code Section 11-13-212.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SALE AND PURCHASE OF WATER. Buyer hereby purchases from Seller, and Seller hereby sells and agrees to provide to Buyer, culinary water in the quantities provided in the attached **Exhibit A**. Seller’s obligation to provide such water is subject only to the terms of this Agreement. All water sold under this Agreement will be delivered at the delivery point(s) specified in **Exhibit A**. In the event of drought, natural disaster, or other acts of God which are beyond Seller’s control, Seller’s obligation to deliver water under this Agreement will be subject to reasonable availability. In the event of any such cause, Seller will make commercially reasonable efforts to perform its obligations under this Agreement to the fullest extent possible.

2. TAKING OF WATER. Buyer will take the water sold under this Agreement during the off-peak season (October 15 to April 15). Nevertheless, Buyer may take water, if available in Seller’s reasonable opinion, at other times during the year in case of Emergency at the agreed upon rate. For purposes of this Agreement, “*Emergency*” means a fire, broken transmission line, Weber Basin Water Conservancy District’s inability to deliver water or other similar event.

3. PAYMENT.

a. Rates and Payment Terms. Buyer will pay Seller for culinary water at the rates provided in **Exhibit A**. Seller shall invoice annually and Buyer shall pay within thirty (30) days thereafter. The parties may modify **Exhibit A** from time to time by written agreement. Water prices will be established annually for the coming off peak season per **Exhibit A**.

b. Late Payment. Any late payment will bear interest at the prime rate established by Zions Bank or any successor financial institution as its prime lending rate, as adjusted from time to time. If Buyer fails to pay for estimated or actual usage within sixty (60) days after payment is due, Seller may shut off delivery of water until payment is made.

4. TERM AND TERMINATION.

a. Initial Term and Renewal Terms. This Agreement will commence on the Effective Date and will continue in effect, unless sooner terminated in accordance with this Agreement, for a period of fifteen (15) years following the Effective Date (the “*Initial Term*”). Upon written mutual agreement of the parties, this Agreement may be renewed thereafter in five (5) year increments.

b. Termination. Notwithstanding the foregoing, either party may terminate this agreement upon written notice given three (3) years prior to the effective date of such termination; provided, that neither party may terminate this Agreement, other than for the other party's default, during the first five (5) years following the Effective Date.

5. WATER QUALITY. Seller will monitor the quality of the water delivered under this Agreement, and will maintain the quality of the water at or in excess of the drinking water requirements of the Utah Department of Environmental Quality, Division of Drinking Water; the Davis County Health Department; and any other agency with jurisdiction over the water delivered under this Agreement.

6. BUYER'S FACILITIES. At its own expense, Buyer will construct, operate and maintain the facilities necessary to receive, measure, and convey water delivered under this Agreement, including all facilities necessary to connect to Seller's water system at the delivery points specified in **Exhibit A**. Buyer will allow Seller to inspect all such connection facilities before they are put into operation.

7. REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that Seller has the ability and capacity to provide water in the quantities and of the quality required by this Agreement and to otherwise perform Seller's obligations under this Agreement.

8. INDEMNITY. Each party (the "**Indemnifying Party**") will indemnify, defend, and hold harmless the other party and its agents, officers, directors, employees, attorneys, successors, and assigns (collectively, the "**Indemnified Party**") from and against any action, obligation, liability, claim, demand, damage, or cost (including reasonable attorney fees) incurred by the Indemnified Party to the extent arising out of any misrepresentation, negligence, omission, wrongful conduct, breach of contract, breach of warranty, infringement, or other fault attributable to the Indemnifying Party or its employees or agents.

9. DEFAULT AND REMEDIES.

a. Seller's Default. Seller will be in default if, through no fault of Buyer, Seller fails to perform any obligation or breaches any representation or warranty under this Agreement. In the event of default, Buyer will be entitled, upon thirty (30) days' written notice, to pursue any or all remedies allowed under this Agreement, at law, or in equity.

b. Buyer's Default. Buyer will be in default if, through no fault of Seller, Buyer fails to perform any obligation or breaches any representation or warranty under this Agreement. Subject to Section 3.b, in the event of default, Seller will be entitled, upon 30 days' written notice, to pursue any or all remedies allowed under this Agreement, at law, or in equity.

10. MISCELLANEOUS PROVISIONS.

a. Notice. All notices required to be given under this Agreement shall be in writing and shall be hand delivered, or sent via facsimile or United States mail, postage prepaid, to each party at the addresses set forth by the party's signature below. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first. Each party may designate a different address upon written notice to the other parties.

b. Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective permitted successors, agents and assigns. No modification of this Agreement shall be valid or binding unless made in writing and signed

by all parties. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

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

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

e. No Partnership. Neither party is an employee, partner, owner, or joint venturer of the other party; and neither party has authority to bind the other party to any agreement with or obligation to any third party.

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

g. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties. No other person or entity, including residents of either party, shall have any interest under this Agreement or be classified as a third-party beneficiary of this Agreement.

h. Attorney Fees. In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the party or parties against which it prevails its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

i. Counterparts. This Agreement may be executed in one or more counterparts, including by fax or electronic means followed by an original hard copy. Each counterpart will be deemed the original, and all counterparts together will constitute but one and the same document.

j. Warranty of Authority. Each person signing below on behalf of a party represents that the person has been duly authorized to do so, and that this Agreement is binding upon the party.

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

IN WITNESS WHEREOF, the parties execute this Agreement in duplicate as of the Effective Date.

SELLER:

BUYER:

BOUNTIFUL CITY

WEST BOUNTIFUL CITY

Randy Lewis, Mayor
790 South 100 East
Bountiful, Utah 84010

Kenneth Romney, Mayor
550 North 800 West
West Bountiful, Utah 84087

ATTEST:

ATTEST:

City Recorder

Heidi Voordeckers, City Recorder

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM AND CONTENT:

Bountiful City Attorney

West Bountiful City Attorney

EXHIBIT A

Details of Water Purchase Agreement

Quantity of Water Purchased: Buyer will purchase up to 200 acre-feet of culinary water annually from Seller. Normal flow required by Buyer will be between 500 and 700 gpm.

Water Rates: Seller will sell water to Buyer at the initial off-peak season (October 15 to April 15) rate of \$200 per acre-foot. Such rate will increase during the term of this Agreement at the same rate as the annual increase used by Weber Basin Water Conservancy District for operations and maintenance increases. Seller will sell water to Buyer during peak season (April 16 to October 14) Emergencies at a rate two times the prevailing off-peak season rate.

Delivery Point: The delivery point will be at a six inch water meter located at approximately 55 North 600 East, Bountiful, Utah.

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2014

FROM: Cathy Brightwell/Ben White

RE: Retail Tobacco Specialty Business Recommendation

The City Council adopted Ordinance 356-13 on December 3, 2013 establishing temporary restrictions regarding land use applications in connection with Retail Tobacco Specialty Businesses (RTSP) so it could conduct a Retail Tobacco Specialty Business Study. The responsibility for the study was given to Planning Commission.

Over 3 meetings, the issue was discussed at length and research documents were reviewed and the unanimous consensus of planning commission was to have staff prepare language that would prohibit these businesses from operating in all zones of the City. A public hearing was held on January 28, 2014. Two people testified in favor of allowing e-cigarette businesses in the City. They recognized that e-cigarettes are included with traditional tobacco products and expressed the desire that the City code be modified so they were allowed while still restricting traditional tobacco products. Written information was also reviewed from the Davis County Health Department that showed a significant increase in the level of e-cigarette experimentation in teenagers.

Ultimately, the planning commission approved language prohibiting these businesses in West Bountiful and recommends approval of the attached Ordinance.

The revisions to the City's non-residential zone use restrictions add RTSB's as prohibited uses. It was not necessary to list them in the residential zones as State law clearly prohibits them within 600 feet of a residential or agricultural use. A definition has been added to Title 17 referencing the State's definition of RTSBs.

Staff would like to raise an additional issue not recognized until after planning commission's approval and subsequent conversations with Mr. Doxey. The language used in each zone describing what uses are prohibited said, "*Prohibited uses in the xxx district include **but are not limited to the following:***" We suggest the sentence end after *include*. Prohibited uses will be specifically listed as they are enacted by the city council. The additional language is not necessary and may provide an opportunity for broad interpretation in the future.

A housekeeping clarification has also been included that lists Sexually Oriented Businesses as a permitted use in the L-I zone. Chapter 17.64 –Sexually Oriented Businesses states that these businesses are permitted in the L-I zone, but they had not been specifically listed in that section of the code. Because these businesses are only allowed in the L-I zone, we have added them to the Prohibited Use section of each of the other zones.

WEST BOUNTIFUL CITY
ORDINANCE No. 357-14

AN ORDINANCE PROHIBITING RETAIL TOBACCO SPECIALTY BUSINESSES WITHIN WEST BOUNTIFUL.

WHEREAS, pursuant to Ordinance 356-13 and as directed by the City Council, the Planning Commission conducted a study of the impacts of retail tobacco specialty businesses, as defined in *Utah Code Ann.* § 10-8-41.6, as amended, including those that market vapor or e-cigarettes (the “*Study*”); and

WHEREAS, the Study examined impacts on the public safety, health, and welfare; the general desirability of retail tobacco specialty businesses in various locations within the City limits; and any restrictions that may promote the public safety, health, and welfare with respect to retail tobacco specialty businesses; and

WHEREAS, the Planning Commission held a hearing on January 28, 2014 to receive public input from property owners, business owners, and residents; and

WHEREAS, based on its findings, the Planning Commission recommended to the City Council that retail tobacco specialty businesses be prohibited in all districts of the City; and

WHEREAS, after considering the recommendation of the Planning Commission, the City Council agrees with the Planning Commission’s findings and concludes that prohibiting these businesses promotes the public safety, health, and welfare of the City’s residents and the general community.

WHEREAS, as a housekeeping matter, the current regulation of Sexually Oriented Businesses has been more clearly designated in the districts in which such businesses are permitted and prohibited.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF WEST BOUNTIFUL CITY, UTAH, THAT THE FOLLOWING SECTIONS OF TITLE 17 BE AMENDED AS INDICATED BELOW:

17.04.030 Definitions

“**Retail Tobacco Specialty Business**” means a business as defined in *Utah Code Ann.* § . 10-8-41.6, as amended.

Chapter 17.28 NEIGHBORHOOD COMMERCIAL DISTRICT, C-N

Sections:

- 17.28.010 Purpose.
- 17.28.020 Permitted uses.
- 17.28.030 Conditional uses.
- 17.28.XXX Prohibited Uses
- 17.28.040 Area and frontage regulations.
- 17.28.050 Yard regulations.
- 17.28.060 Height regulations.
- 17.28.070 Off-street parking.
- 17.28.080 Development standards.

17.28.0XX Prohibited uses.

The following uses are prohibited in the C-N neighborhood commercial district:

- A. Retail Tobacco Specialty Businesses
- B. Sexually Oriented Businesses

Chapter 17.32 GENERAL COMMERCIAL DISTRICT, C-G

Sections:

- 17.32.010 Purpose.
- 17.32.020 Permitted uses.
- 17.32.030 Conditional uses
- 17.32.0XX Prohibited uses.
- 17.32.040 Area and frontage regulations.
- 17.32.050 Yard regulations.
- 17.32.060 Height regulations.
- 17.32.070 Off-street parking.
- 17.32.080 Development standards.
- 17.32.090 Location of gasoline pumps.

17.32.0XX Prohibited uses.

The following uses are prohibited in the C-G commercial general district:

- A. Retail Tobacco Specialty Businesses
- B. Sexually Oriented Businesses

Chapter 17.34 HIGHWAY COMMERCIAL DISTRICT, C-H

Sections:

- 17.34.010 Purpose.
- 17.34.020 Permitted uses.
- 17.34.030 Conditional uses.
- 17.34.040 Prohibited uses.
- 17.34.050 Area and frontage regulations.

- 17.34.060 Yard regulations.
- 17.34.070 Height regulations.
- 17.34.080 Off-street parking.
- 17.34.090 Development standards.
- 17.34.100 Location of gasoline pumps.

17.34.040 Prohibited Uses.

The following uses are prohibited in the C-H highway commercial district:

- A. Salvage yards;
- B. Parts yards;
- C. Residential dwelling units;
- D. Motor vehicle warehousing, salvage, or storage (whether indoor or outdoor);
- E. Recycling centers/recycling collection areas;
- F. Rehabilitation/treatment centers, transitional housing, residential facilities for elderly persons, residential facilities for persons with a disability, boarding homes, and any other facility subject to the regulations of Chapter 17.84 of this title;
- G. Schools and churches;
- H. Storage of petrochemicals, not for retail sales;
- I. Correctional facilities or facilities with similar uses;
- J. Sexually oriented businesses;
- K. Retail Tobacco Specialty businesses; and
- L. Single retail unit space over seventy-five thousand (75,000) square feet.

Chapter 17.36 LIGHT INDUSTRIAL DISTRICT, L-I

Sections:

- 17.36.010 Purpose.
- 17.36.020 Permitted uses.
- 17.36.030 Conditional uses.
- 17.36.XXX Prohibited uses.
- 17.36.040 Area and frontage regulations.
- 17.36.050 Yard regulations.
- 17.36.060 Height regulations.
- 17.36.070 Off-street parking.
- 17.36.080 Development standards.

7.36.020 Permitted uses.

The following uses are permitted in light industrial L-I districts:

- A. Appliance and small equipment repair, including shoe repair;
- B. Equipment sales, service and repair;

- C. Printing and publishing;
- D. Research and development;
- E. Offices, business and professional;
- F. Warehousing and storage facilities;
- G. Public and quasi-public institutions;
- H. Retail commercial uses, and
- I. Sexually oriented businesses.

17.36.0XX Prohibited uses.

The following uses are prohibited in the L-I light industrial district:

- Retail Tobacco Specialty Businesses

Chapter 17.40 GENERAL INDUSTRIAL DISTRICT, I-G

Sections:

- 17.40.010 Purpose.
- 17.40.020 Permitted uses.
- 17.40.030 Conditional uses.
- 17.40.XXX Prohibited uses
- 17.40.040 Area and frontage regulations.
- 17.40.050 Yard regulations.
- 17.40.060 Height regulations.
- 17.40.070 Off-street parking.
- 17.40.080 Development standards.

17.40.0XX Prohibited uses.

The following uses are prohibited in the IG general industrial district:

- A. Retail Tobacco Specialty Businesses;
- B. Sexually Oriented Businesses.

Effective Date. This Ordinance shall become effective upon signing and posting.

ADOPTED this 4th day of February, 2014.

By:

Ken Romney, Mayor

Attest:

Heidi Voordeckers, City Recorder

Voting by the City Council: Aye Nay

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

2012 Utah State Code

10-8-41.6. Regulation of retail tobacco specialty business.

(1) As used in this section:

(a) "Community location" means:

(i) a public or private kindergarten, elementary, middle, junior high, or high school;

(ii) a licensed child-care facility or preschool;

(iii) a trade or technical school;

(iv) a church;

(v) a public library;

(vi) a public playground;

(vii) a public park;

(viii) a youth center or other space used primarily for youth oriented activities;

(ix) a public recreational facility; or

(x) a public arcade.

(b) "Retail tobacco specialty business" means a commercial establishment in which:

(i) the sale of tobacco products accounts for more than 35% of the total annual gross receipts for the establishment;

(ii) food and beverage products, excluding gasoline sales, is less than 45% of the total annual gross receipts for the establishment; and

(iii) the establishment is not licensed as a pharmacy under Title 58, Chapter 17b, Pharmacy Practice Act.

(c) "Tobacco product" means:

(i) any cigar, cigarette, or electronic cigarette as defined in Section 76-10-101;

(ii) a tobacco product as defined in Section 59-14-102, including:

(A) chewing tobacco; or

(B) any substitute for a tobacco product, including flavoring or additives to tobacco; and

(iii) tobacco paraphernalia as defined in Section 76-10-104.1.

(2) The regulation of a retail tobacco specialty business is an exercise of the police powers of the state, and through delegation, to other governmental entities.

(3) (a) Except as provided in Subsection (7), and beginning July 1, 2012, a municipality shall require an entity to be licensed as a retail tobacco specialty business to conduct business as a retail tobacco specialty business in a municipality.

(b) A municipality may issue a retail tobacco specialty business license to an entity if the entity complies with the provisions of Subsection (5).

(4) Except as provided in Subsection (7), and beginning July 1, 2012, a business entity that conducts a retail tobacco specialty business in a municipality shall be licensed by the municipality as a retail tobacco specialty business.

(5) (a) A municipality may not issue a license to a retail tobacco specialty business if it is located within:

(i) 1,000 feet of a community location;

(ii) 600 feet of another retail tobacco specialty business; or

(iii) 600 feet from property used or zoned for:

(A) agriculture use; or

(B) residential use.

(b) For purposes of Subsection (5)(a), the proximity requirements shall be measured in a straight line from the nearest entrance of the retail tobacco specialty business to the nearest property boundary of the community location, or agricultural or residential use, without regard to intervening structures or zoning districts.

(6) (a) Nothing in this section:

(i) requires a municipality to issue a business license to a retail tobacco specialty business; or

(ii) prohibits a municipality from adopting more restrictive requirements on a tobacco specialty business than provided for in this section.

(b) A municipality may revoke a business license issued under this section:

(i) if a licensee engages in a pattern of unlawful activity under Title 76, Chapter 10, Part 16, Pattern of Unlawful Activity Act;

(ii) if a licensee violates the regulations restricting the sale and distribution of cigarettes and smokeless tobacco to protect children and adolescents issued by the United States Food and Drug Administration, 21 C.F.R. Part 1140; or

(iii) under other provisions of state law or local ordinance.

(7) (a) In accordance with Subsection (7)(b), a retail tobacco specialty business that has a business license and is operating lawfully in a municipality on or before May 8, 2012, is exempt from Subsections (4) and (5).

(b) A retail tobacco specialty business may maintain an exemption under Subsection (7)(a) if:

(i) the business license is renewed continuously without relapse or permanent revocation;

(ii) the retail tobacco specialty business is not closed for business or otherwise suspends the sale of tobacco products for more than 60 consecutive days;

(iii) the retail tobacco specialty business does not substantially change the business premises or its business operation; and

(iv) the retail tobacco specialty business maintains the right to operate under the terms of other applicable laws, including zoning ordinances, building codes, and the business license issued prior to May 8, 2012.

Enacted by Chapter 154, 2012 General Session

E-Cigarette Public Health Concerns

(This document was prepared by the Utah Dept. of Health and Utah's 12 local Health Depts.)

E-CIGARETTE MARKETING ATTRACTS CHILDREN

- With a total lack of restriction, e-cigarette companies are advertising heavily across mass media.
- For the first time since 1970, Big Tobacco is once again airing TV ads.¹
- They have re-introduced the highly stylized ads of the mid-century era, featuring celebrity endorsements and thinly veiled false claims reverting the dialog back to the golden age of cigarette marketing.²
- Awareness and positive perceptions of e-cigarettes are high among youth and young adults.³
- Due to lack of enforcement of youth access restrictions, youth have easy access to e-cigarettes from sources such as specialty retail shops, regular stores, or the Internet.⁴
- Due to widespread marketing and early adoption of these products, youth are being exposed to e-cigarettes in such large numbers that public health officials are concerned this may "renormalize" smoking-behaviors and cigarette use.⁵

LACK OF CONTROL OVER WHAT IS IN E-CIGARETTES

- The Davis County Health Department found that amounts of nicotine in e-juice were as much as three times higher than the labeled amount. E-juice labeled as zero nicotine were also found to contain nicotine.
- Secondhand vapor exhaled from the e-cigarette user exposes non-users to nicotine.^{6 7}
- Due to a lack of regulation of these products and varying ingredients from one to the next, it is impossible to make sweeping statements about what may or may not be in secondhand vapor.
- E-cigarette vapor includes detectable levels of volatile organic compounds indoors.⁸

INADEQUATE INFORMATION ABOUT THE HEALTH RISKS OF E-CIGARETTES

- Nicotine is a highly addictive drug. The tobacco industry has a history of making false and misleading public statements regarding their control of the nicotine content and delivery of their products.⁹
- Youth are highly sensitive to nicotine and can feel dependence earlier than adults.¹⁰
- Nicotine may have potential negative impact on adolescent brain development.¹¹
- Nicotine has the following health effects: raises blood pressure and cholesterol, increasing the likelihood of a heart attack or stroke, accelerates growth of existing cancers and produces central nervous cell damage.
- Several incidents of nicotine poisoning have resulted from children consuming bottles of e-cigarette nicotine solution; one such incident has already led to the death of a child.¹²
- The physical characteristics of nicotine delivery systems can affect their toxicity and addictiveness. Therefore, new nicotine delivery systems should be evaluated independently for their toxic and addictive effects.¹³

UNSUBSTANTIATED HEALTH CLAIMS MISLEAD CONSUMERS

- Scientific evidence of electronic cigarettes as an effective tobacco cessation aid is inconclusive.
- There is some indication that they may alleviate the desire to smoke¹⁴ and can produce short-term cessation^{15 16 17} however well-designed safety and efficacy studies are lacking.
- To date, the only randomized clinical trial that compared them with conventional nicotine patches found no statistically significant difference in the ability of smokers to quit when they used e-cigarettes or nicotine patches.¹⁸
- Research has shown that most e-cigarette users are "dual users," meaning that they still continue to smoke conventional cigarettes.¹⁹ This is of concern because smoking-related cardiovascular and cancer risks depend more on how long people smoke than on how much they smoke. Dual users are unlikely to gain significant health benefits from smoking a few less traditional cigarettes each day.²⁰

¹ <http://money.cnn.com/2013/06/11/news/companies/e-cigarette-tv/>

² 7 Ways E-Cigarette Companies Are Copying Big-Tobacco's Playbook [blog post]. (October 2, 2013). Campaign for Tobacco Free Kids. Retrieved from:

² http://www.tobaccofreekids.org/tobacco_unfiltered/post/2013_10_02_ecigarettes

³ Choi K. et al. Young Adults' Favorable Perceptions of Snus, Dissolvable Tobacco Products, and Electronic Cigarettes: Findings From a Focus Group Study. *Am J Public Health*. 2012; 102:2088–2093.

⁴ E-Cigarettes and Youth: An Examination of the Public Health and Policy Concerns Over Increased Rates of Youth Use and Exposure to E-Cigarettes. Respiratory Health Association. Tobacco White Paper Series. November 2013. Retrieved from <http://www.lungchicago.org/site/files/487/148613/490314/681?42/null>.

⁵ E-Cigarettes [fact sheet]. (October 2013). American Academy of Pediatrics – Julius B. Richmond Center of Excellence. Retrieved from: http://www2.aap.org/richmondcenter/pdfs/ECigarette_handout.pdf

⁶ <http://ntr.oxfordjournals.org/content/early/2013/12/10/ntr.ntt203.abstract.html>

⁷ <http://www.ncbi.nlm.nih.gov/pubmed/23363041>

⁸ Schripp T., Markewitz D., Ehde E., Salthammer T. (2013). Does e-cigarette consumption cause passive vaping?

⁸ *Indoor Air*, 23: 25-31.

⁹ How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General. Chapter 4 Nicotine Addiction: Past and Present, page 5--Tobacco Control Legal Consortium, The Verdict Is In: Findings From United States v. Phillip Morris, Nicotine Levels (2006). Full text of the Court's 1700pg Final Opinion is available at: <http://www.tobaccolawcenter.org/dojlitigation.html>

¹⁰ How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General. Chapter 4 Nicotine Addiction: Past and Present, page 3.

¹¹ How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General. Chapter 4 Nicotine Addiction: Past and Present, page 9.

¹² Winer S. (May 29, 2013). Police investigating toddler's death from nicotine poisoning. *The Times of Israel*.

¹² Retrieved from: <http://www.timesofisrael.com/police-investigating-toddler-death-from-nicotine-overdose/>; Shawn L, Nelson L. (2013). Smoking Cessation Can be Toxic To Your Health. *Emergency Medicine*, 45(1):7-9, 19.

¹³ Surgeon General's Report, "Nicotine Addiction". 1988. Retrieved from <http://profiles.nlm.nih.gov/ps/access/NNBBZD.ocr>

¹⁴ Bullen, C., McRobbie, H., Thornley, S., Glover, M., Lin, R., & Laugesen, M. (2010). Effect of an electronic nicotine delivery device (e cigarette) on desire to smoke and withdrawal, user preferences and nicotine delivery: Randomised cross-over trial. *Tobacco Control*, 19, 98–103. doi:10.1136/tc.2009.031567

¹⁵ (*Am J Prev Med* 2011;40(4):472– 475) © 2011 American Journal of Preventive Medicine

¹⁶ Caponnetto P, Campagna D, Cibella F, Morjaria JB, Caruso M, et al. (2013) Efficiency and Safety of an eLectronic cigAreTte (ECLAT) as Tobacco Cigarettes Substitute: A Prospective 12-Month Randomized Control Design Study. *PLoS ONE* 8(6): e66317. doi:10.1371/journal.pone.0066317

¹⁷ Polosa, R., Caponnetto, P., Morjaria, J., Papale, G., Campagna, D., & Russo, C. (2011). Effect of an electronic nicotine delivery device (e-cigarette) on smoking reduction and cessation: A prospective 6-month pilot study. *BMC Public Health*, 11, 786. doi:10.1186/1471-2458-11-786

¹⁸ Bullen C et al. *Lancet*. 2013;382[9905]:1629-1637.

¹⁹ Regan AK., et al. *Tob Control* 2013; 22[1]:19-23; Vickerman KA., et al. *Nicotine Tob Res.* 2013;15[10]:1787-1791; Pearson JL., et al. *AM J Public Health*. 2012;102[9]:1758-1766

²⁰ Bjartveit K, Tverdal A. *Tob Control*. 2005;14[5]:315-320.

MEMORANDUM



TO: Mayor and City Council

DATE: January 30, 2014

FROM: Ben White, Cathy Brightwell

RE: Title 17 – Miscellaneous setback and yard regulation changes

After researching and debating these issues since last Spring and holding two public hearings, the planning commission recommends approval of Ordinance #358-14 with the attached changes to Title 17 in the R1-10, R1-22 and A-1 zones. A chart comparing West Bountiful's current regulations with similar cities and outlining the proposed changes is provided for your review.

In summary, the following changes were made.

- The lot depth to width ratio (3 to 1) was deleted
- Percent coverage of accessory buildings to rear yard was increased from 25% to 35%
- Decks may encroach into a rear setback up to 10 ft with a conditional use permit subject to certain criteria (see chart – footnote 6)
- Heights of both main and accessory buildings in the A-1 zone can increase from 35 to 40 ft subject to certain criteria (see chart – footnote 5)
- Existing sections that allowed exceptions approved by the planning commission were clarified that such approval would be in the form of a conditional use permit
- Section H. under Yard Regulations was re-written in an attempt to clarify the previous “open to the sky” language and eliminate similar or redundant language.

ZONING COMPARISON CHART

	BOUNTIFUL	WOODS CROSS	NORTH SALT LAKE	CENTER- VILLE	LAYTON	WEST POINT	WBC	PLNG COMM. RECOMMENDS:
	R1/R3/R4	R1-10/A-1	R1-10/R1-12	R-M/R-H	R1-10/A	R-2/A-40	R1-10,22/A-1	
Lot Width @ Setback	70/80/100	85/100	80/90	60/100	80/100	85/100	85	no change
Lot Depth to Width Ratio	-	-	-	-	-	-	max 3 to 1	Delete
% accessory bldgs to rear yard	15% ¹	30% / na	35% ¹	60% ²	60% ² / na	75% ² / na	25%	35%
Front Yard - Main structure	25'	30'	25'	25'	30	25-30 ³ /30	30'	no change
Rear Yard - Main structure	20'	30'	25	20	30	25-30 ³ /30	30'	no change
Rear Yard - corner lot	20'	30	20	20	25 / 30	-	30'	no change
Rear Yard - decks	10' ⁷	-	-	-	20'	-	30'	20' w/ CUP ⁶
Side Yard - Main Structure	8-16'	8-18	8-20	8-18/12-24	10-20/10-24	10-20	10-24'	no change
Side Yard - Main Structure - corner lot	8-20	8-28		8-28/12-32	10-30	10-30	10-30'	no change
Height - Main structure	35'	35	35	35	30 / 35	40 ⁴	35'	A1 - 40 ⁵
Height - Accessory Structure	20'	25	25	20	18 / 25	30 ⁴	20/20/35	A1 - 40 ⁵
Distance Accessory from Main structure	5'	3	6	-	6	10	10'	no change

¹ % max structure coverage of lot/parcel

² % max hard surface of lot/parcel

³ If front setback is 25 rear must be 30, or if front is 30 rear can be 25

⁴ For every foot of height above 35 for main and 20 for accessory structures, an additional one foot of setback is required

⁵ For every foot of height between 35 and 40, an additional foot of setback on front and each side is required; if over 35, accessory cannot exceed height of main structure

⁶ 20 ft from rear property line; cannot encroach more than 200 sf; cannot be higher than highest finished floor of main; railing 48 in. max and < 25% non-transparent

⁷ Decks with permanent roof or canopy, open on 3 sides, not longer than 1/2 the width of main dwelling

WEST BOUNTIFUL CITY

ORDINANCE No. 358-14

AN ORDINANCE AMENDING TITLE 17 OF THE WEST BOUNTIFUL MUNICIPAL CODE AS DESCRIBED BELOW.

WHEREAS, the West Bountiful City Council recognizes the need for regular review of the City's land use ordinance; and

WHEREAS, the West Bountiful City Council desires to allow property owners more property use flexibility, while balancing the desires of neighbors to continue to enjoy their properties; and

WHEREAS, the West Bountiful City Planning Commission held public hearings, after proper notice, on June 25, 2013 and January 28, 2014, and received no objection to the proposed changes;

WHEREAS, the West Bountiful City Planning Commission has recommended that the proposed changes be adopted, and the West Bountiful City Council accepts such recommendation and concludes that the proposed changes are in the best interest of the public health, safety, and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF WEST BOUNTIFUL CITY, UTAH, THAT THE ATTACHED SECTIONS OF TITLE 17 BE AMENDED AS INDICATED BELOW.

This ordinance will become effective upon signing and posting.

Adopted this 4th day of February, 2014.

By: _____
Ken Romney, Mayor

Attest:

Heidi Voordeckers, City Recorder

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember McKean	_____	_____
Councilmember Preece	_____	_____

PLANNING COMMISSION DRAFT 1/30/2014

The following regulations apply in the residential district **R-1-10, R1-22, A-1**:

Area and frontage regulations. 17.16.040, 17.20.050, 17.24.050)

- C. Any ~~lot~~ legally ~~held in separate ownership~~ **created lot** at the time of adoption of this zoning code, which ~~lot~~ is below the requirements for lot area or lot width for the district in which it is located and on which ~~lot~~ a dwelling would be permitted if the lot met the area requirements of the zoning code may be used for a single family dwelling if such a lot is located in the (A-1, R1-10, R1-22) zoning district. The width of each of the side yards for such a dwelling may be reduced to a width which is not less than the same percentage of the lot width as the required side yard would be of the required lot width; provided that in no case shall the smaller of the two side yards be less than five (5) feet nor shall the total width of the two side yards be less than thirteen (13) feet.

Yard Regulations. (17.24.050, 17.20.050, 17.16.050)

- A. Setbacks for structures and accessory buildings will be measured from the property line to the nearest foundation or column. **For main structures**, a maximum two foot cantilever that does not extend to the ground, such as a bay window or chimney, is allowed in the setback area.
1. **Front yard.** The minimum front yard setback for all structures shall be thirty (30) feet.
 2. **Side yard.**
 - a. The minimum side yard setback for all main structures shall be ten (10) feet for any one side, with a combined total of twenty-four (24) feet for both sides.
 - b. On corner lots, the side yard facing the street shall be not less than twenty (20) feet.
 - c. The minimum side yard setback for accessory structures shall be six (6) feet, or three (3) feet if built to fire code standards, unless otherwise approved **as a conditional use** by the planning commission.
 3. **Rear yard.**
 - a. The minimum rear yard setback for all main structures shall be thirty (30) feet.
 - b. The minimum rear yard setback for accessory structures shall be six (6) feet, or three (3) feet if built to fire code standards, unless otherwise approved **as a conditional use** by the planning commission.
 - c. ***A deck may encroach into a rear yard setback only with a conditional use permit meeting the following criteria:***
 - i. ***The entire deck is at least twenty (20) feet from the rear property line;***
 - ii. ***The deck does not encroach more than 200 square feet into the setback;***
 - iii. ***The floor of the deck is no higher than the highest finished floor of the main structure;***
 - iv. ***The portion of the deck that extends into the rear yard setback cannot be covered;***

- v. *The railing cannot be more than forty-eight (48) inches high and must be less than twenty-five (25%) non-transparent; and*
- vi. *The deck satisfies other conditions required by the planning commission.*

- B. **Distance between main structures and accessory buildings.** The minimum distance between all main structures and accessory use buildings shall be ten (10) feet, unless otherwise approved by the planning commission as a conditional use.
- C. **No building on recorded easements.** Main structures and permanent accessory buildings shall not be built on or over any recorded easements (i.e., public utility easements, etc.)
- D. **Lot standards and street frontage.** Except as otherwise provided in this title, every lot ~~presently existing or~~ hereafter created or modified shall have such area, width and depth as is required by this title for the district in which such lot is located and shall have frontage upon a public street or upon a private street or right-of-way approved by the planning commission, before a building permit may be issued; ~~provided, that no lot containing three acres or less shall be created which is more than three times as long as it is wide.~~
- E. **Yard space for one building only.** No required yard or other open space around an existing building or which is hereafter provided around any building for the purpose of complying with the provisions of this title shall be considered as providing a yard or open space for any other building. Nor shall any yard or other required open space on an adjoining lot be considered as providing a yard or open space on a lot where building is established.
- F. **Area of structure and accessory building.** No structure or accessory building or group of structures or accessory buildings in any residential district shall cover more than ~~twentythree~~ twentythree-five percent (~~2535~~%) of the rear yard.
- G. **Sales or lease of space.** No space needed to meet the width, yard, area, coverage, parking or other requirements of this title for a lot or building may be sold or leased away from such lot or building
- H. **Other Building and Structure Restrictions.** No structure, including any structure exempt from a building permit, shall be allowed in any part of a required front yard setback, rear yard or side yard, except that:
 - Permitted accessory structures shall be allowed in the side and rear yards.
 - Architectural projections of sky lights, sills, chimneys, and other ornamental features which project into a yard not more than two (2) feet shall be allowed in the front, side, and rear yards. Architectural projections are those projections not intended for occupancy which extend beyond the face of a building or structure.
 - Landscape enhancements, such as trellises and arbors, shall be allowed in the front, side, and rear yards subject to other applicable regulations. Any such landscape enhancement in the front yard shall be limited to a gross area of ten (10) square feet or less, a width no greater than sixty (60) inches, and a height no greater than ninety-six (96) inches and shall be subject to applicable fence and site triangle areaheight restrictions.
 - Fences, retaining walls, and access walkways may be placed or constructed within any front yard or corner lot side yard, subject to applicable fence requirements.

~~H.I. **Yards to be unobstructed — exceptions.** Every part of a required front yard, rear yard or side yard shall be open to the sky, unobstructed except for permitted accessory structures, including buildings, in a rear yard; ordinary architectural projections of sky lights, sills, belt courses, cornices, chimneys, flues; and other ornamental features which project into a yard not more than two and one half (2½) feet; open or lattice enclosed fire escapes; and fireproof outside stairways and balconies opening upon fire towers projecting into a yard no more than five (5) feet. Architectural projections are those projections not intended for occupancy which extend beyond the face of a building or structure. Landscape enhancements, including but not limited to arbors, ponds, decorative walkways and retaining structures, with a gross area of 120 square feet or less and a height of twenty four (24) inches or less (except arbor or trellis openings width not greater than sixty (60) inches, depth not greater than twenty four (24) inches and height no greater than ninety six (96) inches shall be allowed within any front yard, side yard or rear yard setback area. Structures identified as exempt from a building permit, with the exception of fences, retaining walls, and access walkways or driveways, shall not be placed or constructed within any front yard or corner street side setback area.~~

A-1 (17.16.060) Height regulations.

- A. **Maximum height of structures.** No structure shall be erected to a height greater than thirty-five (35) feet as measured from the lowest finished ground level to the highest part of the roof, except as otherwise provided in this section. Accessory buildings shall not be higher than the principal building.
- B. **Additional height allowed.** Public buildings and quasi-public buildings may be erected to a height greater than thirty-five (35) feet when approved as a conditional use by the planning commission.
- C. **Exceptions to height limitations.**
 - 1. The height of a main structure in this district may be increased to a maximum of forty (40) feet if, for every foot of height in excess of thirty-five (35) feet, an additional foot of setback beyond the minimums required in this chapter is provided on the front and each side of the structure.
 - 2. The height of an accessory structure in this district may be increased to a maximum of forty (40) feet subject to the same requirements listed in subsection C.1. of this section as long as the height of the accessory structure does not exceed the height of the main structure.
 - 3. Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limits herein prescribed, but no space above the height limit shall be allowed for the purpose of providing additional floor space, and such increased height is subject to all other ordinances and regulations of the city.
- D. **Minimum height of dwellings.** No dwelling shall be erected to a height less than one story above grade.

R1-22 & R1-10 (17.20.060, 17.24.060)

- A. **Maximum Height of Structures.** No main structure shall be erected to a height greater than thirty-five (35) feet as measured from the lowest finished ground level to the highest **part of the roof structure including chimney structures.** Accessory buildings shall not be erected to a height greater than one story or twenty (20) feet whichever is lower, or be higher ~~or contain greater square foot floor area~~ than the principal building ~~to which is accessory~~ unless otherwise approved **as a conditional use** by the planning commission.

- B. **Additional height allowed.** Public buildings and quasi-public buildings may be erected to a height greater than thirty-five (35) feet when approved **as a conditional use** by the planning commission.

- C. **Exceptions to height limitations.** Penthouse or roof structures for the housing of elevators, stairways, tanks ventilating fans or similar equipment required to operate and maintain the building; and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limits herein prescribed, but no space above the height limit shall be allowed for the purposes of providing additional floor space and such increased height is subject to all other ordinances and regulations of the city.

- D. **Minimum height of dwellings.** No dwelling shall be erected to a height less than one story above grade.

WEST BOUNTIFUL CITY

RESOLUTION #326-14

A RESOLUTION APPOINTING A REPRESENTATIVE FROM WEST BOUNTIFUL CITY TO THE ADMINISTRATIVE CONTROL BOARD FOR THE WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT.

WHEREAS, the City of West Bountiful is a member of the Wasatch Integrated Waste Management District (formerly known as the Davis County Solid Waste Management and Recovery Special Service District); and

WHEREAS, each member municipality of the Wasatch Integrated Waste District has the power to appoint one member to the Administrative Control Board of the District; and

WHEREAS, *Title 17B-1-304(1)* requires the appointment to be by resolution and;

WHEREAS, the municipal appointees to the Administrative Control Board need not be qualified electors of the district pursuant to *Utah Code Annotated 17A-2-1326(1)(b)(iii) as amended*; and

WHEREAS, pursuant to Davis County Resolution 84-226, each member appointed to the Administrative Control Board serves a four year term; and

WHEREAS, the City Council now desires to appoint a representative to the administrative Control Board for the Wasatch Integrated Waste Management District.

NOW THEREFORE, be it resolved by the City Council of West Bountiful, Utah as follows:

Section 1. MEMBER APPOINTED. James Bruhn is hereby appointed to serve as the West Bountiful City representative to the Administrative Control Board of the Wasatch Integrated Waste Management District, which term shall be deemed and ratified to have commenced on **January 1, 2014 and shall expire on December 31, 2017.**

Section 1. COPY OF RESOLUTION TO BE PROVIDED TO DISTRICT. A Copy of this resolution, once approved, will be provided to the Wasatch Integrated Waste Management District.

Section 3. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 4th day of February, 2014.

Ken L. Romney, Mayor

VOTING:

Mark Preece	Yea _____	Nay _____
James Bruhn	Yea _____	Nay _____
Kelly Enquist	Yea _____	Nay _____
Debbie McKean	Yea _____	Nay _____
James Ahlstrom	Yea _____	Nay _____

ATTEST:

Heidi Voordeckers, City Recorder

WEST BOUNTIFUL CITY

RESOLUTION #327-14

A RESOLUTION APPOINTING A REPRESENTATIVE TO THE SOUTH DAVIS RECREATION DISTRICT ADMINISTRATIVE BOARD.

WHEREAS, the City of West Bountiful is a member of the South Davis Recreation District and has the power to appoint one member to the Administrative Board of the South Davis Recreation District; and

WHEREAS, the City Council now desires to appoint Mayor Kenneth L. Romney to the Administrative Board of the South Davis Recreation District.

NOW THEREFORE, be it resolved by the City Council of West Bountiful, Utah as follows:

Section 1. Mayor Kenneth L. Romney is hereby appointed as West Bountiful City's member of the South Davis Recreation District Administrative Board.

Section 2. COPY OF RESOLUTION TO BE PROVIDED TO SOUTH DAVIS RECREATION DISTRICT. A copy of Resolution #327-14, once adopted shall be provided to the South Davis Recreation District.

Section 3. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 4th day of February, 2014.

Ken L. Romney, Mayor

VOTING:

Mark Preece	Yea _____	Nay _____
James Bruhn	Yea _____	Nay _____
Kelly Enquist	Yea _____	Nay _____
Debbie McKean	Yea _____	Nay _____
James Ahlstrom	Yea _____	Nay _____

ATTEST:

Heidi Voordeckers, City Recorder

WEST BOUNTIFUL CITY

RESOLUTION #328-14

A RESOLUTION APPOINTING A REPRESENTATIVE FROM WEST BOUNTIFUL CITY TO THE SOUTH DAVIS METRO FIRE AGENCY BOARD OF DIRECTORS.

WHEREAS, the City of West Bountiful is a member of the South Davis Metro Fire Agency through interlocal agreement; and

WHEREAS, each member municipality of the South Davis Metro Fire Agency has the power to appoint one member to the Board of Directors; and

WHEREAS, each member appointed to the Board of Directors shall serve a term of four years.

NOW THEREFORE, be it resolved by the City Council of West Bountiful, Utah as follows:

Section 1. MEMBER APPOINTED. Ken Romney is hereby appointed to serve as the West Bountiful City representative on the South Davis Metro Agency Board of Directors, which term shall be deemed and ratified to have commenced on **January 1, 2014 and shall expire on December 31, 2017.**

Section 2. COPY OF RESOLUTION TO BE PROVIDED TO DISTRICT. A copy of this resolution, once adopted, shall be provided to the South Davis Metro Fire Agency.

Section 3. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 4th day of February, 2014.

Ken L. Romney, Mayor

Mark Preece	Yea _____	Nay _____
James Bruhn	Yea _____	Nay _____
Kelly Enquist	Yea _____	Nay _____
Debbie McKean	Yea _____	Nay _____
James Ahlstrom	Yea _____	Nay _____

ATTEST:

Heidi Voordeckers, City Recorder

WEST BOUNTIFUL CITY

RESOLUTION #329-14

A RESOLUTION CONSENTING TO VARIOUS ASSIGNMENTS OF COUNCIL MEMBER DUTIES

WHEREAS, the West Bountiful is an active and vibrant community; and

WHEREAS, West Bountiful City has various boards, commissions, and activities; and

WHEREAS, U.C.A 10-3b-104 grants the Mayor the authority to appoint members of the City Council to various assignments and functions, with the advice and consent of the Council.

NOW THEREFORE, be it resolved by the City Council of West Bountiful, Utah that the body consents to the following assignments of council members as made by the Mayor:

Assignment	Council Member
Arts Council	Debbie McKean
Planning Commission	Kelly Enquist
Historic Commission	Debbie McKean
Youth Council	Mark Preece
Wasatch Front Regional Council	James Ahlstrom
Davis Unified Economic Development Group (DUED)	James Ahlstrom
Emergency Preparedness Advisory Committee	Mark Preece

This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 4th day of February, 2014.

Ken L. Romney, Mayor

VOTING:

Mark Preece Yea _____ Nay _____
James Bruhn Yea _____ Nay _____
Kelly Enquist Yea _____ Nay _____
Debbie McKean Yea _____ Nay _____
James Ahlstrom Yea _____ Nay _____

ATTEST:

Heidi Voordeckers, City Recorder

**West Bountiful City
Planning Commission**

January 14, 2014

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful City website, and sent to Clipper Publishing Company on January 10, 2014 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, January 14, 2014, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Chairman Denis Hopkinson, Terry Turner, Alan Malan, Mike Cottle, and Corey Sweat (alternate).

MEMBERS/STAFF EXCUSED: Laura Charchenko.

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

VISITORS: Dennis Higley, Stephen Fackrell and Councilmember Enquist.

The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman Hopkinson. Corey Sweat offered a thought and expressed thanks for being invited to be part of this commission, then Chairman Hopkinson offered a prayer.

I. Accept Agenda

Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as presented. Alan Malan seconded the motion. Voting was unanimous in favor among members present.

Business Discussed:

II. Consider final plat approval for Alice Acres Subdivision at 400 North and 1100 West requested by Destiny Homes

Commissioner's packets included a memorandum dated January 10, 2014 from Ben White/City Engineer in regards to Alice Acres Subdivision Final Plat with an attachment of several pages

from the developer regarding the details of the development. Information in the memorandum included the following:

- Alice Acres Subdivision is a 4 acre, 7 lot residential development on the northeast corner of 1100 West and 400 North. Five lots front onto 400 North and 2 lots front onto 1100 West. Lots meet the minimum half acre zoning requirement including 3 times the depth to width ratio.
- Utility infrastructure is unusual for this development. Sanitary sewer pipeline is proposed to be in the front yard to avoid cutting into the newly constructed road. One utility service (water) will need to make a cut in the road but will use bore pits and then patch with a seamless, thermal patch.
- Drainage for this area is difficult. Their drainage proposal would do away with the two current ditches that extend diagonally through the property which would require the runoff water to continue to the west. Piping seems to be the logical way to drain the property but the options to do so are limited by the depth of the storm drain in 1100 West.
- Staff suggests a minimum construction and grading restriction be placed on the area that would be inundated with water.

Chairman Hopkinson invited Dennis Higley, the representative from Destiny Homes to take the stand. Stephen Fackrell took the stand as the project engineer. Mr. Hopkinson pointed out the concerns they have regarding the property.

- Drainage issues.
- Sanitary Sewer pipe proposed to run along the front property lines which will alleviate a cut in the new road.

Mike Cottle inquired how far back the pipes will be for the sewer. Mr. Fackrell replied they will be 15 feet behind the sidewalk. In regards to drainage ditches that currently drain to 400 North in the rear yards, Mr. Cottle asked if they will be filled in. Mr. Fackrell replied to the positive.

Corey Sweat asked questions regarding drainage for lots 1, 2, and 3. Mr. Fackrell explained how the drainage system will be constructed and noted that all water will not flow to Lot 1 but along each lot. Mr. White noted that the east side of Lot 1 is located a foot lower than the curb and the grade cannot be changed much. He explained that all backyards will drain to the east and drainage has been properly addressed with the developer. Homes will be higher than the drains and water will be collected before it reaches the existing homes.

Terry Turner's issues were addressed with Commissioner Cottle and Commissioner Sweat's questions.

Mr. Hopkinson requested a restriction be placed on the plat to prevent any structure from being built that would be damaged by water. Mr. Dennis Higley agreed to do so. Chairman Hopkinson would like the far end drainage system to have a grate or face on it to prevent critters from clogging the drain. Steve Fackrell felt that doing that would cause a maintenance issue in the future.

Alan Malan was concerned if the drainage plan is enough or should more be done considering the experiences our city has with water. Mr. White would like to do more, but there is nothing more than can be done. Drainage has been addressed to the fullest extent.

ACTION TAKEN:

Alan Malan moved to approved final plat for Alice Acres Subdivision as engineered, with Lot # 3 and #4 having a grading and building restriction recorded on the deed. Mike Cottle seconded the motion and voting was unanimous in favor.

Mike Cottle made a friendly amendment to the prior motion that the grading restrictions recorded on the plat be per the city engineer's recommendation and approval. Terry Turner seconded the amendment and voting was unanimous in favor.

III. Discuss possible restrictions on Retail Tobacco Specialty Businesses pursuant to Ordinance 356-13

Commissioner's packets included a memorandum dated January 10, 2014 from Cathy Brightwell regarding the City's Retail Tobacco Specialty Business (RTSB) study with a copy of the permitted, conditional, and prohibited uses in each of the West Bountiful's non-residential zoning districts. Information in the memorandum included:

- City Council adopted Ordinance 356-13 on December 3, 2013 establishing temporary restrictions regarding land use applications in connection with Retail Tobacco Specialty Businesses in order to conduct a study of the issues. The Planning Commission is responsible for the study and will make a recommendation to the City Council.
- A public hearing has been scheduled for January 28, 2014.
- As directed by Planning Commission, staff prepared language to prohibit Retail Tobacco Specialty businesses from all zoning districts in the City. As a housekeeping issue, Sexually Oriented Businesses were added to the Prohibited Use section of all zones except Light Industrial (L-1) as the prohibition was stated in a different section of the Code (17.64.020) but had never been specifically listed in each zone.

Chairman Hopkinson introduced the information in the commissioner's packet and proposed to have a discussion regarding what restrictions we want to put on RTSB's in West Bountiful and to discuss language updates to the current ordinances regarding sexually oriented business. Ms. Brightwell explained this housekeeping effort would clarify where the businesses could be located and make it easier for people to find in the Code.

Cathy Brightwell explained her understanding of the situation recently reported in the news about Bountiful's RTSB's. She said that Bountiful recently discovered the locations of these previously licensed businesses violate state law. They have given the business owners one year to find new locations. Ms. Brightwell also reported that she spoke with the business owner proposing to place the RTSB in West Bountiful to keep her updated on the City's efforts and to make sure she is aware of the public hearing. Due to the Bountiful situation, the business owner feels we will have additional interest in having RTSB's locate in our City.

Chairman Hopkinson took a poll of Commissioners to find out their positions on the issue.

Mike Cottle does not want this type of business in our city.

Terry Turner agrees with the other commissioners. He wants to promote business but also believes the public/community of West Bountiful does not want this type of business in our city. Mr. Turner polled many citizens over the past several weeks and 100 % support prohibiting these types of businesses.

Corey Sweat agrees that this type of business will expand into other things and does not want to see it in our city.

Alan Malan does not like to regulate business but does not want these businesses to be in a shopping area. He would prefer to allow it in the L-1 zone only.

Chairman Hopkinson agrees with all the commissioners. He directed staff to prepare the proposed ordinance changes for the public hearing to be held on January 28th, 2014.

Mike Cottle requested a zoning map of our city. Ben White issued copies to each of the commissioners to keep in their packets.

IV. Discuss Title 17 - yard regulations including setbacks, decks, area restrictions and yard obstructions; area and frontage regulations; and height regulations in residential zones.

Commissioner's packets included a memorandum dated January 10, 2014 from Ben White/Cathy Brightwell in regards to Title 17 - Miscellaneous setback and yard regulation changes. In addition, there was a draft copy of proposed changes to sections of 17.24., 17.20., and 17.16., and a zoning comparison chart.

Chairman Hopkinson turned the time over to Cathy Brightwell to explain the draft document of the proposed Title 17 changes. She walked the commissioner's through the whole document addressing each proposed change. See redlined draft dated 1/13/14 with the proposed changes.

Chairman Hopkinson reviewed past discussions with Commissioner Sweat to bring him up to speed on this issue.

Upon reviewing the draft the following suggested changes were made:

- Alan Malan noted that the height of 48 inches for the deck railing needs to be added in Yard Regulations, Rear Yard, c.
- Alan Malan questioned the "Open to the Sky Regulations" in H. Cathy informed the commission that "open to the sky language" will be deleted in the final document and noted that they are still working with Steve Doxey on this section.
- Mr. Malan wants the last sentence in H 3., Other Building and Structure restrictions to be deleted. Language can be found in other areas of the code to limit this restriction.
- Mr. Malan suggested that under height regulations on page 3, the "highest roof structure" be changed to read "highest part of the roof."
- Corey Sweat had no suggested changes.
- Terry Turner would like A-1 zone discussion on height regulations on Page 3.
- Mike Cottle does not like "open to the sky" language and supports deleting it.

- Chairman Hopkinson - page 1, Rear yard, c.iii. – height of deck. He noted that we have homes with their main grade on the second level. This creates a really high deck that could have views into a neighboring property that may be a rambler style home. This will create view issues. He does not want to see this turned into a nightmare for the city. Mr. Turner agrees this may warrant discussion.

Some discussion took place regarding the conditional use process for increasing the height of an allowable deck. Further discussion took place regarding whether a restriction should be placed on a deck built off of a second story. Mr. Cottle asked if we could look at those on a case by case because of the conditional use. Ms. Brightwell explained that it would be very difficult to deny a conditional use application for a deck if it meets the criteria listed, including the height criteria in c.iii. If they want to look at height on a case by case basis, c.iii should be deleted from the list. Mr. Malan and Mr. Sweat do not see height as being an issue. Mr. Turner does not like telling property owners what they can do on their property unless necessary. Mike Cottle liked the idea of deleting C.3. if there was a concern about deck heights. It was decided to leave it in.

- For deck railings it was decided that a maximum height of 48 inches be included in c.5.
- Regarding 3F – area of structure and accessory building. Chairman Hopkinson wants to leave it at 25%. The remaining commissioners agreed to change it to 35%.
- H. Change “open to the sky” language as legal/staff propose.
- Page 3, Height regulations. Ben White was asked if the measuring requirements were ok or should be changed. Mr. White described how other jurisdictions measure building heights and said he hasn’t had any problems with the way we do it. He likes the language we have but would also consider a %. It was decided to leave as is except to change “the highest roof structure” to “the highest part of the roof.”
- Height regulations for A-1 accessory structures. Should they be allowed additional height the same as main structures? After discussion it was decided that language will include “main structure *and* accessory building.”

Chairman Hopkinson asked staff to get the draft updated, distributed for review and on the website available for public review as soon as possible. Cathy agreed.

V. Staff Report

- Ben White informed the commission that they are seeing interest in development on the west side of the city.
- Mr. White reported they met with UDOT regarding construction on the I-15 project. It has been awarded to W.W.Clyde and the project will included HOV lanes from NSL to Farmington on both north and south sides of the highway. In addition, 4 bridges will be replaced along that stretch, with work completed in 2014. Mr. White briefly explained how the construction will be done.
- Legacy Project- UDOT committed \$120,000 to fix drainage issues on 1200 North.

- A special request was made by Steve Fackrell to plow the Rail trail at the last City Council meeting.
- Cathy Brightwell reminded the Commission that there will be two Public Hearings on the 28th, for Retail Tobacco Specialty businesses and Title 17 setback and yard regulations.
- She told them pictures of the Planning Commission will be taken on that date as well.
- Cathy Brightwell asked that each commissioner update the Conflict of Interest disclosure and turn it into her as soon as possible.

VI. Approval of Minutes of dated December 10th, 2013.

ACTION TAKEN:

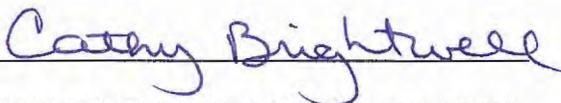
Terry Turner moved to approve of the minutes dated December 10th, 2013 as corrected. Alan Malan seconded the motion and voting was unanimous in favor among those members present.

VII. Adjournment

ACTION TAKEN:

Alan Malan moved to adjourn the regular session of the Planning Commission meeting. Mike Cottle seconded the motion. Voting was unanimous in favor. The meeting adjourned at 9:25 p.m.

The foregoing was approved by the West Bountiful City Planning Commission by unanimous vote of all members present on Tuesday, January 28, 2014.


CATHY BRIGHTWELL (DEPUTY CITY RECORDER)



1 **West Bountiful City**

DRAFT

January 28, 2014

2 **Planning Commission**

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
4 website and the West Bountiful City website, and sent to Clipper Publishing Company on
5 January 24, 2014 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
7 **January 28, 2013, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Chairman Denis Hopkinson,
12 Commissioners Terry Turner, Alan Malan, Mike Cottle, and Laura
13 Charchenko, and Corey Sweat, alternate.

14

15 **MEMBERS/STAFF EXCUSED:**

16

17 **STAFF PRESENT:** Ben White (City Engineer), Cathy
18 Brightwell (Deputy Recorder), Steve Doxey (City Attorney), and
19 Debbie McKean (Secretary).

20

21 **VISITORS:** Natalie Hogge, Sandy Herrera, Mark and Yvonne
22 Preece, Gary Jacketta, Mayor Romney, Wayne and Julie Eckman,
23 Ivy Sales, Kelly Enquist, and Ryan Wilson.

24

25 The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman. Mike Cottle
26 offered a prayer.

27 **I. Accept Agenda**

28 Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as
29 presented. Alan Malan seconded the motion. Voting was unanimous in favor among members
30 present.

31 **Business Discussed:**

32 **II. Public Hearing to discuss possible restrictions for Retail Tobacco Specialty Businesses**

33

34 **ACTION TAKEN:**

35 **Laura Charchenko moved to open the public hearing for Retail Tobacco Specialty**
 36 **Businesses at 7:37 p.m. Terri Turner seconded the motion and voting was**
 37 **unanimous in favor.**

38 Chairman Hopkinson invited the public to make comments.

39 **Public Comment:**

- 40 • Natalie Hogge lives in West Bountiful stated that vapor stores are included in the
 41 State's Tobacco language and does not feel that is fair. She believes there is a
 42 need for vapor stores. She noted that vapor devices help people to get off of
 43 tobacco products. Lots of people enjoy them. She informed the Commission that
 44 there will be four (4) businesses in Bountiful that will be shutting down in the
 45 next year and that would drive business into West Bountiful. She encourages the
 46 city to consider allowing them to do business in West Bountiful.
- 47 • Sandy Herrera, owner of Vapor Royale, is desiring to move her Tobacco
 48 Specialty business to West Bountiful. She knows of the concerns they have but
 49 assured them that her stores are different from other vapor stores. They follow
 50 age restrictions and sell only safe products. She would appreciate the city to
 51 consider and support her business. She was willing to give them some impressive
 52 income figures.

53

54 **ACTION TAKEN:**

55 **Terry Turner moved to close the public hearing for Retail Tobacco Specialty**
 56 **Businesses at 7:42 p.m. Mike Cottle seconded the motion and voting was unanimous**
 57 **in favor.**

58

59 **III. Public Hearing to consider changes to Title 17 including setbacks, decks, yard**
 60 **obstructions, area and frontage regulations, and height regulations in residential zones.**

61 **ACTION TAKEN:**

62 **Alan Malan moved to open the public hearing for Title 17 at 7:43 p.m. Laura**
 63 **Charchenko seconded the motion and voting was unanimous in favor.**

64 Chairman Hopkinson briefly introduced the changes in language for Title 17 and welcomed
 65 public comment in that regard.

66 **Public Comment:**

67 *No public comment was made.*

68 **ACTION TAKEN:**

69 **Laura Charchenko moved to close the public hearing for Title 17 at 7:44 p.m. Alan**
 70 **Malan seconded the motion and voting was unanimous in favor.**

71

72 **IV. Consider possible restrictions for Retail Tobacco Specialty Businesses**

73 Commissioner packets included a memorandum dated January 24, 2014 from Cathy Brightwell
74 regarding Retail Tobacco Specialty Business Study. Attached was a copy of Chapter 17.28,
75 17.32, 17.34, 17.36, and 17.40 with proposed redline changes for discussion and a copy of the
76 Utah State Code (2012 10-8-41.6 Regulation of retail tobacco specialty business.

77 Memorandum included the following information:

- 78 • Responsibility for a study regarding Retail Tobacco Specialty Businesses was given to
79 the Planning Commission after the City Council adopted Ordinance 356-13 on December
80 3, 2013 establishing temporary restrictions regarding land use application.
- 81 • Discussions took place at two meetings of the Planning Commission with the unanimous
82 consensus to have staff prepare language that would prohibit these businesses from
83 operating in all zones of the City. A public hearing was set for January 28, 2014.
- 84 • A housekeeping clarification has also been included that lists Sexually Oriented
85 Businesses as a permitted use in the L-1 zone and were added to the Prohibited Use
86 section of each of the other zones.

87 Chairman Hopkinson mentioned the task given the Commission to look at pros and cons of
88 having a Retail Tobacco Specialty Business in West Bountiful. The State has some regulations
89 in their regards. Chairman Hopkinson spoke from a document issued by Davis County Health
90 regarding tobacco uses of various ages in Utah and the percentages of use between tobacco and
91 e-cigarettes. It points out the youth are the ones that are using the product. E-cigarettes are
92 addictive and long term uses and affects of the product are unknown. There are toxins in the
93 product. Chairman Hopkinson noted that there are some health issues that are yet to be
94 determined.

95 Chairman Hopkinson referred to the State code and the Ordinances in these regards for each
96 zone that was received in their packet. He invited each Commissioner to voice their comments:

- 97 • **Alan Malan** feels with the State Code defining vapor devices as a tobacco product, we
98 would need to allow all tobacco products if the seller so chooses.
- 99 • **Steve Doxey** noted that we need to add a reference to the State's definition to our City
100 code in order to be consistent with the State code. Mr. Doxey pointed out that there may
101 not be a place in West Bountiful currently that would legally allow this type of business
102 within our city boundaries. He noted that these products can be sold in convenient stores,
103 but specialty stores are restricted. A specialty store is one that sells over 35 % of a
104 certain type product.
- 105 • **Chairman Hopkinson** pointed out that many of our convenient stores already sell e-
106 cigarettes.
- 107 • **Cathy Brightwell** asked Mr. Doxey if we have authority to separate e-cigarettes from
108 tobacco products in our city ordinance. Steve Doxey confirmed that we do not have the
109 authority to separate the two.

110

111

112 **ACTION TAKEN:**

113 **Alan Malan moved to make the noted changes regarding the reference to State code in our**
 114 **definitions and other noted changes then forward the document to City Council for further**
 115 **review and approval. Terry Turner seconded the motion and voting was unanimous in**
 116 **favor.**

117 Chairman Hopkinson directed staff to make the changes and forward them to the City Council.
 118 He would like to see the final copy before it is sent to the Council.

119

120 **V. Consider conditional use application for home occupation business, *Time for Healing,***
 121 **therapeutic massage located at 701 West 2350 North.**

122

123 Commissioner packets included a memorandum dated January 24, 2014 from Cathy Brightwell
 124 regarding a Conditional Use Permit Application for in home Therapeutic Massage services and a
 125 Home Occupation Business License Application from Julie Eckman; *Time for Healing,*
 126 signatures from required neighbors, active license from the State, and a site plan of her business
 127 area.

128 Memorandum included the following information:

- 129 • Julie Eckman 701 W 2350 North filed a Home Occupation Business License application
 130 and Conditional Use Permit application to open a therapeutic massage business in her
 131 home.
- 132 • She will run the business out of a spare bedroom in her basement. Customers will enter
 133 through the front door – there is no separate entrance. Appointments will be scheduled
 134 between 1:30 p.m. - 9:30 p.m. Monday through Saturday. Customers will park in the
 135 driveway located on the east side of her home. Signatures have been obtained from ten
 136 of her neighbors with no objections to her application.
- 137 • Staff's Affirmative Findings and Recommendations

138 **Introduction:**

139 Chairman Hopkinson reviewed the documents received for the application and invited Julie
 140 Eckman to take the stand. He invited all the Commissioners to voice their comments. No
 141 comments were made as all were in approval of this application.

142 Cathy Brightwell noted that the Chief sometimes has had concerns with massage businesses
 143 from home occupations but stated that he approves this one.

144 **ACTION TAKEN:**

145 **Alan Malan moved to approve the Conditional Use permit for Julie Eckman for a**
 146 **therapeutic massage business in her home at 701 West 2350 North, meeting the affirmative**
 147 **findings in 17.60.040.D that the proposed use is desirable to provide a service that will**
 148 **contribute to the general well-being of the neighborhood and community; the proposed use**
 149 **will not be detrimental to the health, safety, or general welfare of persons residing in the**
 150 **vicinity, or injurious to property in the vicinity; the proposed use shall not inordinately**
 151 **impact the streets in the area; and the proposed use will comply with the regulations**

152 specified in the R-1-10 zoning ordinance. Terry Turner seconded the motion. A friendly
 153 amendment was made by Laura Charchenko to include the recommended conditions for
 154 the application which include clients will park on the east side of the driveway or directly in
 155 front of the property, no external signage will be allowed, and no employees will be
 156 allowed. Terry Turner accepted the friendly amendment and Mike Cottle seconded the
 157 motion and voting was unanimous in favor.

158

159 **VI. Consider changes to Title 17- yard regulations including setbacks; decks; yard**
 160 **obstructions; area and frontage regulations; and height regulations in residential zones.**

161 Commissioner's packets included a Zoning Comparison Chart, a draft copy of Chapter 17
 162 changes in the R-1-10, R2-22 and A-1 Zones, and a clean copy showing the changes.

163

164 Chairman Hopkinson stated he was pleased with the final product of this document. He
 165 addressed Mayor Romney informing him of the language changes to Title 17 that they
 166 recommend.

- 167 • Alan Malan questions the arbor size restrictions in Section H of Yard Regulations. He
 168 suggested 5 ft X 5ft so it could be more stable. He does not like the fencing language in
 169 H. He believes that it conflicts with our fence ordinance. He noted that an arbor is not
 170 bigger than a tree or bush. He does not feel the regulations work out well in reality. He
 171 would like language clarified so that it is understood in this ordinance and they don't
 172 have to jump to another ordinance to figure it out.
- 173 • **Laura Charchenko** agreed with Alan's suggestions/comments.
- 174 • **Terry Turner** agreed with Alan's suggestions/comments.
- 175 • **Mike Cottle** had no further comments.
- 176 • **Corey Sweat** had no comments.
- 177 • **Steve Doxey** commented that we do not want to obstruct view too close to the street, but
 178 sees the inconsistency. He felt the language could be refined a bit.
- 179 • **Chairman Hopkinson** agreed there could be a problem with the language as it is written.
 180 He is okay having to refer to the fence coding, but desires all inconsistency be cleared up.

181 Some discussion took place regarding possible ways to make changes to the current language in
 182 "H". It was decided to add language that references "see definitions in Chapter 17" and strike
 183 the words "fence and" from language.

184

185 **ACTION TAKEN:**

186 **Alan Malan** moved to approve the changes to Title 17 with the additional changes made
 187 this evening in section H striking the word "*fence*" and "*and*" and adding "*See definitions*
 188 *in Chapter 17*", and then send the document to the City Council for review and approval.
 189 **Laura Charchenko** seconded the motion and voting was unanimous in favor.

190

191 **VII. Staff Report**

- 192 • Mr. White reported that the owner of Wood Haven Trailer Park has been approached
193 from a developer to buy it out and place apartments there. Ben noted that this would
194 involve a zoning or text change in order to consider the request. This property is in the
195 CG zone. Chairman Hopkinson is concerned with the additional traffic that this would
196 create in this area especially considering its difficult access issues. He requested Ben to
197 inform them of that situation.
- 198 • Alan Malan inquired about Holly's Expansion. Mr. White informed him that Holly will
199 be giving a report at City Council on February, 18th. He noted that they have received
200 their permit from the EPA.
- 201 • Cathy Brightwell needs disclosure statements from a few. She also informed the
202 Commissioners that Duane Huffman will be coming to the next meeting to do an Open
203 Meetings training.

204

205 **VIII. Approval of Minutes of dated January 14, 2014**

206

207 **ACTION TAKEN:**

208 **Mike Cottle moved to approve of the minutes dated January 14, 2014 as presented. Alan**
209 **Malan seconded the motion and voting was unanimous in favor among those members**
210 **present.**

211

212 **VI. Adjournment**

213 **ACTION TAKEN:**

214 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting.**
215 **Laura Charchenko seconded the motion. Voting was unanimous in favor. The meeting**
216 **adjourned at 8:40 p.m.**

217

218

MEMORANDUM



TO: Mayor, City Council
DATE: January 30, 2014
FROM: Heidi Voordeckers
RE: December 2013 Finance Report

Please find attached the financial report for the period ended December 31, 2013. With 50% of the fiscal year elapsed, the General Fund recognizes revenues at 43% collected and expenses at 46% disbursed. Net year to date (loss)/gain for the General Fund for the year is (\$126,727) compared to \$264,441 last year.

Below are additional highlights reflecting the health of the General Fund. Taking a look at the half-year mark gives us a general idea of what changes we can expect in fund balance at year end. By breaking down expenses into the categories below (Personnel, Operating, Capital, Debt Service, and Transfers), the efforts of policy implementation (specifically improvements to the City's infrastructure) are recognized. Detailed information on the other funds may be found in the attached reports.

- General Fund Revenues have shown year-to-date increases in the following areas:
 - Property Tax - up 5%
 - Sales Tax - up 4%
 - Energy, Natural Gas, and Room Tax - up 7%
 - Fines and Forfeitures - up 12%
- General Fund Expenditures:

Type	July-Dec 2011	July-Dec 2012	July-Dec 2013
Personnel	\$634,367	\$634,435	\$666,235
Operating	\$721,318	\$581,762*	\$773,743
Capital	\$5,782	\$209,493	\$326,285
Debt Service	\$47,314	\$45,646	\$21,501
Transfers (tax sharing)	\$239,710	\$255,878	\$266,722
TOTAL	\$1,648,491	\$1,727,214	\$2,054,485

* B and C Road Funds projects were not expended July-Dec 2012, making it look like operating expenses were less than other years.

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FY 2014 General Fund Summary
for period ending December 31, 2013
50% of Fiscal Year has Elapsed

<i>Revenues</i>	2013	2014	Prior Year Comparison	FY 2014 Budget	Prior Year Diff	70 Earned / Spent
Sales Tax	906,895	941,509	34,614	1,790,000	4%	53%
Property Tax	464,328	489,603	25,274	846,771	5%	58%
Other Taxes	233,829	251,132	17,303	472,500	7%	53%
Licenses & Permits	144,503	54,093	(90,410)	94,710	-63%	57%
Intergovernmental	169,631	97,869	(71,762)	216,300	-42%	45%
Charges for Services	15,222	13,579	(1,644)	9,580	-11%	142%
Fine & Forfeitures	37,338	41,987	4,650	80,000	12%	52%
Misc. Revenue	4,855	37,987	33,132	76,000	683%	50%
Contributions	15,055	-	(15,055)	913,309	-100%	0%
	1,991,655	1,927,758	(63,897)	4,499,170	-3%	43%

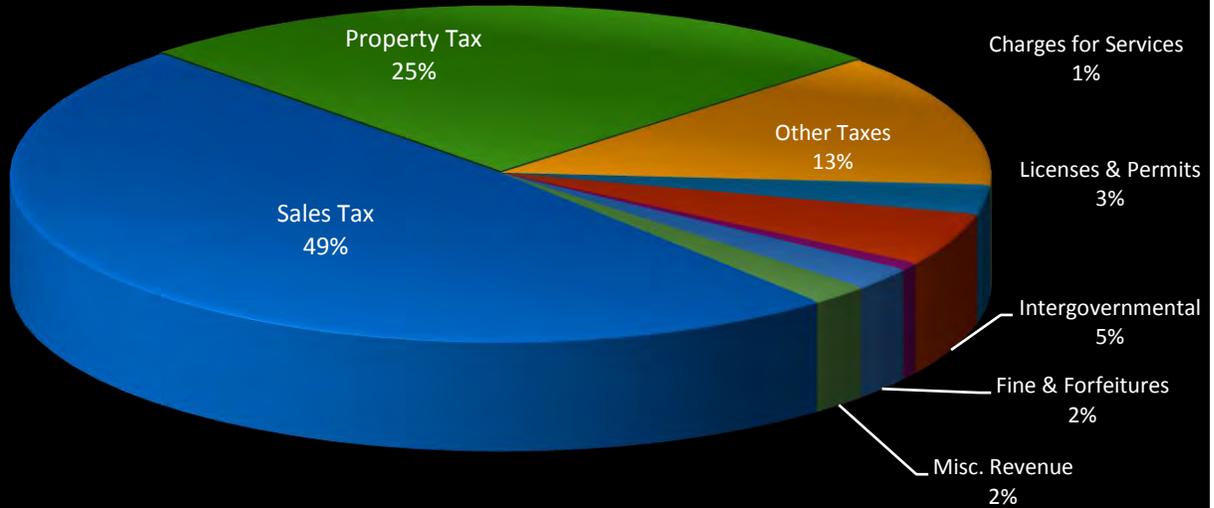
<i>Expenses</i>	2013	2014	Prior Year Comparison	FY 2014 Budget	Prior Year Diff	Earned / Spent
Legislative	16,170	16,216	46	35,305	0%	46%
Court	12,362	12,394	32	24,500	0%	51%
Administration	116,851	105,422	(11,428)	232,990	-10%	45%
Engineering	37,841	38,433	593	68,620	2%	56%
Non-Departmental	120,447	153,920	33,473	214,088	28%	72%
Buildings	20,303	19,077	(1,226)	50,000	-6%	38%
Planning and Zoning	16,615	32,098	15,483	54,505	93%	59%
Police Department	485,012	525,759	40,747	975,262	8%	54%
Fire Protection	195,628	203,190	7,562	443,900	4%	46%
Streets	145,007	380,364	235,358	1,175,915	162%	32%
Class 'C' Roads	61,293	127,643	66,350	175,000	108%	73%
Parks	198,163	151,745	(46,418)	298,155	-23%	51%
Debt Service (Bonds)	45,646	21,501	(24,145)	155,602	-53%	14%
Transfers	255,878	266,722	10,844	595,328	4%	45%
	1,727,214	2,054,485	327,271	4,499,170	19%	46%

YTD Net Rev over Exp \$ 264,441 \$ (126,728) **\$ (391,169)**

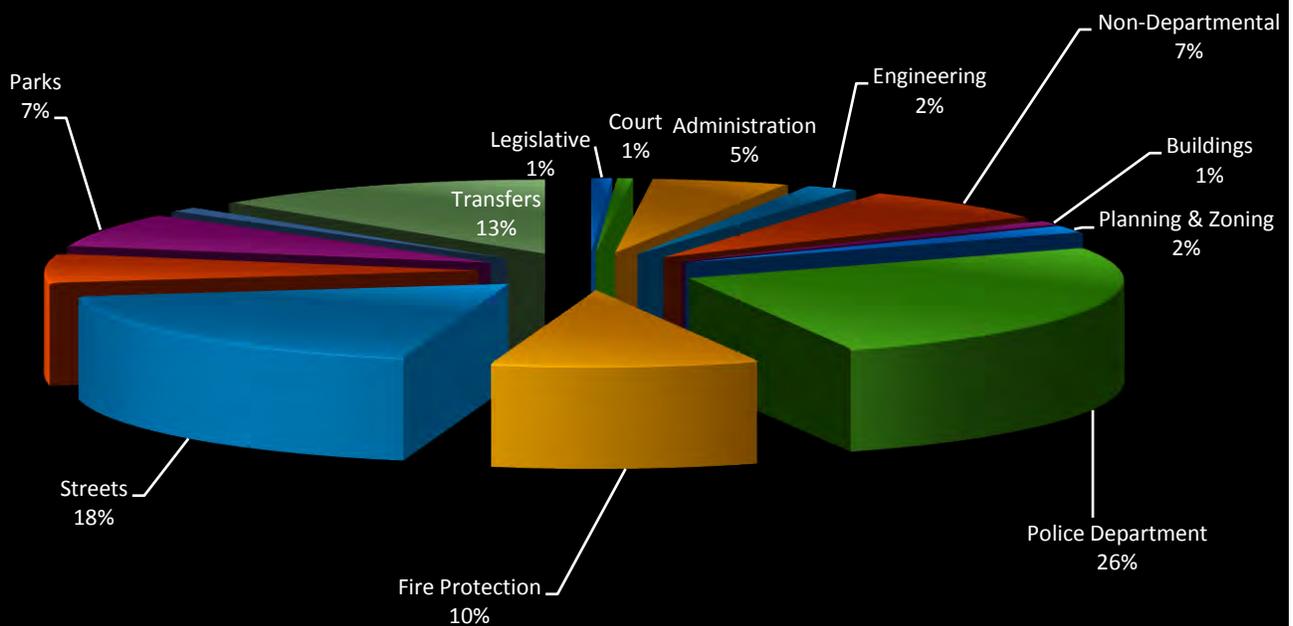
Notes:

FY 2014 General Fund Summary
for period ending December 31, 2013
50% of Fiscal Year has Elapsed

General Fund Revenues



General Fund Expenses



FY 2014 Cash Allocation
for period ending December 31, 2013
50% of Fiscal Year has Elapsed

COMBINED CASH ACCOUNTS

	Dec-11	Dec-12	Dec-13	Difference
US Bank (Operating)	\$ 450,760	\$ 278,126	\$ 492,780	\$ 214,654
PTIF (Savings)	\$ 1,567,547	\$ 3,480,458	\$ 3,712,984	\$ 232,526
Operating Clearing	\$ 11,877	\$ 18,231	\$ 25,420	\$ 7,188
US Bank Seized Monies	\$ 7,257	\$ 9,845	\$ 9,662	\$ (182)
	\$ 2,037,441	\$ 3,786,660	\$ 4,240,846	\$ 454,186

CASH ALLOCATION

General Fund	\$ 324,927	\$ 591,821	\$ 417,026	\$ (174,795)
Streets Impact Fees Fund	\$ 425,555	\$ 602,238	\$ 522,017	\$ (80,221)
Storm Drain Impact Fees	\$ 45,150	\$ 134,904	\$ 137,496	\$ 2,592
Police Impact Fees	\$ 1,395	\$ 4,751	\$ 3,640	\$ (1,111)
Park Impact Fees	\$ 340,652	\$ 400,488	\$ 118,739	\$ (281,749)
RDA	\$ (31,175)	\$ (960)	\$ 25,966	\$ 26,925
RAP Tax	\$ 96,006	\$ 210,944	\$ 390,207	\$ 179,263
CIF	\$ 1,814	\$ 79,933	\$ 168,210	\$ 88,277
Streets Capital Improvement Fund	\$ -	\$ 213,566	\$ 427,595	\$ 214,029
Water Fund	\$ 999,234	\$ 1,664,092	\$ 2,369,677	\$ 705,585
Solid Waste	\$ 8,542	\$ 21,846	\$ 27,986	\$ 6,139
Storm Drain Utility	\$ (47,065)	\$ (17,480)	\$ 16,462	\$ 33,942
Golf Course	\$ (127,594)	\$ (119,484)	\$ (384,174)	\$ (264,691)
	\$ 2,037,441	\$ 3,786,660	\$ 4,240,846	\$ 454,186

FY 2014 Golf Fund Summary
for period ending December 31, 2013
50% of Fiscal Year has Elapsed

<i>Revenues</i>	Dec-10	Dec-11	Dec-12	Dec-13	FY 2014 Budget	% Earned / Spent
Operating Revenue	446,853	450,227	410,732	396,067	827,000	48%
Miscellaneous Revenue	7,939	5,416	1,152	2,460	7,150	34%
Contributions	-	-	-	-	235,673	--
	454,792	455,643	411,884	398,527	1,069,823	37%

<i>Expenses</i>	Dec-10	Dec-11	Dec-12	Dec-13	FY 2014 Budget	% Earned / Spent
Golf Pro and Clubhouse	155,653	126,075	108,147	107,495	211,210	51%
Golf Maintenance	202,734	182,813	170,148	215,972	380,025	57%
Driving Range	9,566	11,989	13,433	17,826	21,150	84%
Pro Shop & Café	29,949	22,325	19,933	183,494	202,500	91%
Debt Service	217,590	214,739	221,327	234,112	254,938	92%
	615,493	557,941	532,988	758,898	1,069,823	71%

YTD Net Rev over Exp	\$ (160,701)	\$ (102,298)	\$ (121,104)	\$ (360,370)	\$ -
----------------------	--------------	--------------	--------------	--------------	------

164,000 less parking lot construction

Notes: \$ (196,370)

** \$164K in construction costs for golf course parking lot reconstruction

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
10-31-110	CURRENT YEAR PROPERTY TAXES	464,328.47	318,579.11	489,602.67	846,771.00	357,168.33 57.8
10-31-111	VEHICLE FEES	24,931.64	2,560.62	22,017.79	45,000.00	22,982.21 48.9
10-31-130	SALES AND USE TAXES	906,894.69	136,863.57	941,509.06	1,790,000.00	848,490.94 52.6
10-31-142	MUNICIPAL ENERGY SALES TAX	124,624.41	19,718.62	141,529.93	210,000.00	68,470.07 67.4
10-31-144	FRANCHISE TAXES - NATURAL GAS	18,100.02	6,203.06	20,357.12	92,500.00	72,142.88 22.0
10-31-146	MUNICIPAL TELECOMM SALES TAX	57,059.21	6,437.46	55,074.70	110,000.00	54,925.30 50.1
10-31-150	ROOM TAX	9,113.46	2,680.91	12,151.99	15,000.00	2,848.01 81.0
	TOTAL TAXES	1,605,051.90	493,043.35	1,682,243.26	3,109,271.00	1,427,027.74 54.1
<u>LICENSES AND PERMITS</u>						
10-32-210	BUILDING PERMITS	80,244.02	3,486.80	23,788.72	45,000.00	21,211.28 52.9
10-32-211	PLAN CHECK FEES	45,922.07	1,643.26	11,927.03	20,000.00	8,072.97 59.6
10-32-212	ELECTRICAL FEES	319.00	.00	315.00	175.00 (	140.00) 180.0
10-32-214	PLUMBING FEES	94.00	.00	.00	.00	.00 .0
10-32-216	MECHANICAL FEES	90.00	90.00	135.00	35.00 (	100.00) 385.7
10-32-220	BUSINESS LICENSE	14,119.32	15,028.21	15,927.37	28,000.00	12,072.63 56.9
10-32-295	OTHER PERMITS - EXCAVATION	3,715.00	.00	2,000.00	1,500.00 (	500.00) 133.3
	TOTAL LICENSES AND PERMITS	144,503.41	20,248.27	54,093.12	94,710.00	40,616.88 57.1
<u>INTERGOVERNMENTAL REVENUE</u>						
10-33-310	CLASS 'C' ROAD FUNDS	87,874.27	.00	87,218.00	175,000.00	87,782.00 49.8
10-33-320	GRANTS - STATE	73,073.60	682.65	1,142.84	31,300.00	30,157.16 3.7
10-33-380	STATE LIQUOR FUND ALLOTMENT	8,682.81	9,507.73	9,507.73	10,000.00	492.27 95.1
	TOTAL INTERGOVERNMENTAL REVEN	169,630.68	10,190.38	97,868.57	216,300.00	118,431.43 45.3
<u>CHARGES FOR SERVICES</u>						
10-34-420	LAND USE AND SUBDIVISION FEES	13,347.00	10,049.50	11,756.50	4,380.00 (	7,376.50) 268.4
10-34-440	PARK RESERVATION FEES	955.00	.00	1,355.00	3,700.00	2,345.00 36.6
10-34-460	SALE-COPIES, MAPS & OTHER	.00	.00	2.00	.00 (	2.00) .0
10-34-465	POLICE REPORTS & OTHER REIMBRS	920.00	60.00	465.00	1,500.00	1,035.00 31.0
	TOTAL CHARGES FOR SERVICES	15,222.00	10,109.50	13,578.50	9,580.00 (	3,998.50) 141.7
<u>FINES AND FORFEITURES</u>						
10-35-510	FINES & FORFEITURES	37,337.62	7,437.33	41,987.33	80,000.00	38,012.67 52.5
	TOTAL FINES AND FORFEITURES	37,337.62	7,437.33	41,987.33	80,000.00	38,012.67 52.5

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
10-36-600	INTEREST EARNED - GENERAL	2,709.49	326.93	2,122.46	6,500.00	4,377.54 32.7
10-36-611	INTEREST EARNED - OTHER/TRUST	.00	.00	284.78	1,000.00	715.22 28.5
10-36-630	YOUTH COUNCIL FUNDRAISER	409.10	.00	100.00	2,500.00	2,400.00 4.0
10-36-640	SALE OF FIXED ASSETS	.00	.00	.00	23,000.00	23,000.00 .0
10-36-650	FACILITY RENTAL	250.00	.00	50.00	.00 (50.00)	.0
10-36-685	ADVERTISING REVENUES	40.00	40.00	40.00	.00 (40.00)	.0
10-36-690	MISC. REVENUE	1,445.91	25.00	35,389.67	43,000.00	7,610.33 82.3
	TOTAL MISCELLANEOUS REVENUE	4,854.50	391.93	37,986.91	76,000.00	38,013.09 50.0
<u>CONTRIBUTIONS AND TRANSFERS</u>						
10-38-805	TXFR'S FROM CAPITAL PROJECTS	.00	.00	.00	135,000.00	135,000.00 .0
10-38-810	JULY 4TH DONATIONS/FEES	5,000.00	.00	.00	5,000.00	5,000.00 .0
10-38-820	K-9 DONATIONS	55.00	.00	.00	.00	.00 .0
10-38-860	CONTRIBUTIONS - PRIVATE	10,000.00	.00	.00	.00	.00 .0
10-38-870	TXFR'S FROM RAP TAX FUND	.00	.00	.00	114,200.00	114,200.00 .0
10-38-895	TXFR'S FROM STREET IMPACT FEES	.00	.00	.00	358,000.00	358,000.00 .0
10-38-896	TXFR'S FROM CAPITAL STREETS	.00	.00	.00	203,500.00	203,500.00 .0
10-38-897	TXFR'S FROM POLICE IMPACT FEES	.00	.00	.00	2,165.00	2,165.00 .0
10-38-899	CONTRIBUTIONS - FUND SURPLUS	.00	.00	.00	95,444.00	95,444.00 .0
	TOTAL CONTRIBUTIONS AND TRANSF	15,055.00	.00	.00	913,309.00	913,309.00 .0
	TOTAL FUND REVENUE	1,991,655.11	541,420.76	1,927,757.69	4,499,170.00	2,571,412.31 42.9
<u>LEGISLATIVE</u>						
10-41-110	SALARIES & WAGES	12,731.78	4,307.05	12,906.78	28,560.00	15,653.22 45.2
10-41-132	WORKERS COMP INSURANCE	22.40	6.72	22.40	60.00	37.60 37.3
10-41-133	FICA TAXES	1,042.87	340.96	1,056.24	2,185.00	1,128.76 48.3
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	175.00	.00	179.00	200.00	21.00 89.5
10-41-230	TRAVEL	900.00	150.00	900.00	1,800.00	900.00 50.0
10-41-330	SEMINARS & CONVENTIONS	1,050.00	.00	720.00	2,000.00	1,280.00 36.0
10-41-610	MISCELLANEOUS SUPPLIES	247.85	52.99	431.79	500.00	68.21 86.4
	TOTAL LEGISLATIVE	16,169.90	4,857.72	16,216.21	35,305.00	19,088.79 45.9

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COURT</u>						
10-42-125 LONG TERM DISABILITY	2.06	.79	2.46	.00	(2.46)	.0
10-42-131 GROUP HEALTH INSURANCE	21.46	6.43	32.16	.00	(32.16)	.0
10-42-132 WORKERS COMP INSURANCE	8.37	3.23	10.06	.00	(10.06)	.0
10-42-133 FICA TAXES	25.28	10.09	30.93	.00	(30.93)	.0
10-42-311 LEGAL FEES	12,000.00	2,000.00	12,000.00	24,000.00	12,000.00	50.0
10-42-621 WITNESS FEES	305.03	113.87	318.69	500.00	181.31	63.7
TOTAL COURT	12,362.20	2,134.41	12,394.30	24,500.00	12,105.70	50.6
<u>ADMINISTRATIVE</u>						
10-43-110 SALARIES & WAGES	63,871.43	7,973.36	48,918.62	103,000.00	54,081.38	47.5
10-43-114 SALARIES & WAGES - TEMP/P-TIME	1,100.00	200.00	1,100.00	12,720.00	11,620.00	8.7
10-43-125 LONG TERM DISABILITY	363.60	47.84	293.54	625.00	331.46	47.0
10-43-130 RETIREMENT	10,925.39	5,650.69	9,431.50	20,000.00	10,568.50	47.2
10-43-131 GROUP HEALTH INSURANCE	11,276.58	(1,869.92)	12,491.75	28,000.00	15,508.25	44.6
10-43-132 WORKERS COMP INSURANCE	131.53	16.53	100.32	230.00	129.68	43.6
10-43-133 FICA TAXES	4,874.56	626.08	3,814.12	9,015.00	5,200.88	42.3
10-43-134 ALLOWANCES - VEHICLE	1,200.00	200.00	1,000.00	2,400.00	1,400.00	41.7
10-43-210 BOOKS, SUBSCRIPT, MEMBERSHIPS	4,378.13	.00	4,429.33	4,000.00	(429.33)	110.7
10-43-240 OFFICE SUPPLIES & EXPENSE	2,721.55	631.98	2,697.15	5,000.00	2,302.85	53.9
10-43-241 POSTAGE	896.04	419.58	1,139.16	2,000.00	860.84	57.0
10-43-250 EQUIPMENT SUPPLIES & MAINT	3,412.66	875.04	2,747.96	6,000.00	3,252.04	45.8
10-43-311 CONSULTING SVCS - COMPUTER	3,114.00	788.00	5,963.00	12,500.00	6,537.00	47.7
10-43-330 EDUCATION AND TRAINING	30.00	.00	3,325.06	9,000.00	5,674.94	37.0
10-43-440 BANK CHARGES	5,597.26	933.26	5,990.41	11,000.00	5,009.59	54.5
10-43-610 MISCELLANEOUS SUPPLIES	96.24	.00	.00	.00	.00	.0
10-43-620 MISCELLANEOUS SERVICES	.00	.00	1,030.00	1,000.00	(30.00)	103.0
10-43-621 ADVERTISING	1,420.28	785.00	950.36	3,000.00	2,049.64	31.7
10-43-741 CAPITAL OUTLAY - SOFTWARE	1,441.44	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATIVE	116,850.69	17,277.44	105,422.28	232,990.00	127,567.72	45.3
<u>ENGINEERING</u>						
10-46-110 SALARIES & WAGES	21,906.72	2,628.03	24,079.57	43,360.00	19,280.43	55.5
10-46-125 LONG TERM DISABILITY	131.41	15.77	144.44	260.00	115.56	55.6
10-46-130 RETIREMENT	3,949.84	506.74	4,642.53	8,360.00	3,717.47	55.5
10-46-131 GROUP HEALTH INSURANCE	3,978.19	618.68	4,281.11	7,820.00	3,538.89	54.8
10-46-132 WORKERS COMP INSURANCE	394.39	47.31	433.49	900.00	466.51	48.2
10-46-133 FICA TAXES	1,652.02	207.58	1,859.71	3,320.00	1,460.29	56.0
10-46-134 ALLOWANCES - VEHICLE	1,200.00	200.00	1,200.00	2,400.00	1,200.00	50.0
10-46-210 BOOKS, SUBSCRIPT, MEMBERSHIPS	190.00	.00	.00	200.00	200.00	.0
10-46-330 SEMINARS AND CONVENTIONS	.00	.00	.00	1,000.00	1,000.00	.0
10-46-610 MISCELLANEOUS SUPPLIES	1,615.31	.00	1,792.54	1,000.00	(792.54)	179.3
10-46-740 CAPITAL OUTLAY - EQUIPMENT	2,822.94	.00	.00	.00	.00	.0
TOTAL ENGINEERING	37,840.82	4,224.11	38,433.39	68,620.00	30,186.61	56.0

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

{SEGTITLE[F FUND]}

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>						
10-50-110 SALARIES & WAGES-EXITING EMPLOY	1,502.64	.00	9,949.38	10,538.00	588.62	94.4
10-50-282 TELEPHONE-CELL	1,370.52	564.17	2,893.98	5,000.00	2,106.02	57.9
10-50-309 NETWORK SERVICES	.00	1,350.39	11,195.09	17,400.00	6,204.91	64.3
10-50-310 AUDITING FEES	9,000.00	100.00	10,000.00	10,000.00	.00	100.0
10-50-311 ATTORNEY FEES	19,614.00	2,475.00	21,193.00	48,000.00	26,807.00	44.2
10-50-312 AUTOMOBILE INSURANCE	7,127.66	(764.12)	7,177.25	7,500.00	322.75	95.7
10-50-313 BUILDING INSPECTIONS	14,701.00	1,369.00	12,129.00	20,000.00	7,871.00	60.7
10-50-509 PROPERTY INSURANCE	10,896.61	.00	11,203.28	11,000.00	(203.28)	101.9
10-50-510 LIABILITY INSURANCE	38,939.00	.00	41,373.00	40,000.00	(1,373.00)	103.4
10-50-511 INSURANCE BONDING	1,634.00	.00	1,634.00	2,500.00	866.00	65.4
10-50-608 EMERGENCY PREPAREDNESS CMTTE	.00	3,182.68	5,812.53	3,000.00	(2,812.53)	193.8
10-50-610 EMERGENCY SUPPLIES	100.00	.00	113.75	2,000.00	1,886.25	5.7
10-50-611 ELECTION EXPENSES	.00	25.44	5,812.28	7,000.00	1,187.72	83.0
10-50-612 WEST BOUNTIFUL ARTS COUNCIL	2,104.43	.00	2,362.18	4,000.00	1,637.82	59.1
10-50-614 CITY NEWSLETTER EXPENSES	2,545.05	.00	2,915.21	6,500.00	3,584.79	44.9
10-50-616 YOUTH COUNCIL EXPENSES	702.80	346.67	575.15	5,200.00	4,624.85	11.1
10-50-618 HISTORICAL COMM PROJECTS	.00	.00	466.10	450.00	(16.10)	103.6
10-50-619 COMMUNITY ACTION PROGRAMS	496.78	.00	9.60	500.00	490.40	1.9
10-50-620 ANIMAL CONTROL	6,606.00	1,059.70	6,358.20	12,000.00	5,641.80	53.0
10-50-622 DAVIS ART CENTER DONATION	.00	.00	.00	500.00	500.00	.0
10-50-631 EMPLOYEE INCENTIVE	466.50	683.35	746.94	1,000.00	253.06	74.7
10-50-740 CAPITAL OUTLAY - EQUIPMENT	254.54	.00	.00	.00	.00	.0
10-50-741 CAPITAL OUTLAY - SOFTWARE	2,385.00	.00	.00	.00	.00	.0
TOTAL NON-DEPARTMENTAL	120,446.53	10,392.28	153,919.92	214,088.00	60,168.08	71.9
<u>GENERAL GOVERNMENT BUILDINGS</u>						
10-51-260 BLDGS & GROUNDS - SUPPLIES/MNT	7,528.91	528.32	4,799.46	20,000.00	15,200.54	24.0
10-51-270 UTILITIES	8,022.84	2,290.16	9,477.69	20,000.00	10,522.31	47.4
10-51-280 TELEPHONE / INTERNET	3,293.42	555.56	3,502.32	7,000.00	3,497.68	50.0
10-51-620 MISCELLANEOUS SERVICES	1,457.45	.00	1,297.05	3,000.00	1,702.95	43.2
TOTAL GENERAL GOVERNMENT BUILI	20,302.62	3,374.04	19,076.52	50,000.00	30,923.48	38.2
<u>PLANNING AND ZONING</u>						
10-53-110 SALARIES & WAGES	12,653.00	3,434.15	22,808.05	34,450.00	11,641.95	66.2
10-53-125 LONG TERM DISABILITY	.00	14.96	97.24	195.00	97.76	49.9
10-53-130 RETIREMENT	.00	432.48	2,811.14	6,250.00	3,438.86	45.0
10-53-131 GROUP HEALTH INSURANCE	.00	523.11	3,138.66	6,100.00	2,961.34	51.5
10-53-132 WORKERS COMP INSURANCE	41.20	6.94	46.10	70.00	23.90	65.9
10-53-133 FICA TAXES	967.99	256.82	1,706.62	2,640.00	933.38	64.6
10-53-330 EDUCATION & TRAINING	165.60	.00	.00	200.00	200.00	.0
10-53-610 MISCELLANEOUS EXPENSES	1,273.99	34.10	64.10	1,000.00	935.90	6.4
10-53-620 COMMISSION FEES	1,513.17	853.24	1,426.51	3,600.00	2,173.49	39.6
TOTAL PLANNING AND ZONING	16,614.95	5,555.80	32,098.42	54,505.00	22,406.58	58.9

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>						
10-54-110 SALARIES & WAGES	208,426.03	33,117.58	217,704.90	433,885.00	216,180.10	50.2
10-54-111 OVERTIME SALARIES & WAGES	6,887.59	1,467.58	11,504.20	15,000.00	3,495.80	76.7
10-54-112 ALCOHOL ENFORCEMENT OVERTIME	1,913.91	407.12	1,085.67	1,000.00	(85.67)	108.6
10-54-115 SALARIES & WAGES - CROSS GUARD	5,502.45	.00	4,401.96	10,290.00	5,888.04	42.8
10-54-116 LIQUOR ENFORCEMENT SHIFTS	7,319.22	145.75	633.25	8,500.00	7,866.75	7.5
10-54-125 LONG TERM DISABILITY	1,310.85	208.69	1,486.77	2,470.00	983.23	60.2
10-54-130 RETIREMENT	55,847.24	10,159.23	67,704.87	135,185.00	67,480.13	50.1
10-54-131 GROUP HEALTH INSURANCE	52,492.16	7,949.14	47,451.63	103,200.00	55,748.37	46.0
10-54-132 WORKERS COMP INSURANCE	5,262.14	797.23	5,350.35	9,000.00	3,649.65	59.5
10-54-133 FICA TAXES	16,853.47	2,637.48	17,629.98	35,980.00	18,350.02	49.0
10-54-210 BOOKS, SUBSCRIPT, MEMBERSHIPS	236.00	127.00	277.00	565.00	288.00	49.0
10-54-240 OFFICE SUPPLIES & EXPENSE	1,418.45	59.29	359.76	2,600.00	2,240.24	13.8
10-54-241 PRINTING	496.45	100.00	300.00	400.00	100.00	75.0
10-54-250 VEHICLE SUPPLIES & MAINT	5,185.61	998.37	4,338.74	12,000.00	7,661.26	36.2
10-54-253 POLICE VEHICLE LEASE/PURCHASE	40,260.60	49,621.74	63,096.81	49,540.00	(13,556.81)	127.4
10-54-254 CONTRACT MECHANIC	2,400.00	.00	.00	.00	.00	.0
10-54-255 FUEL	18,521.80	2,095.14	19,206.04	40,800.00	21,593.96	47.1
10-54-282 TELEPHONE - CELLULAR	3,573.92	775.26	5,115.08	10,140.00	5,024.92	50.4
10-54-310 NARCOTICS ENFORCEMENT	3,948.75	.00	3,948.75	3,950.00	1.25	100.0
10-54-311 PROFESSIONAL SERVICES	14,023.90	90.00	14,592.50	16,345.00	1,752.50	89.3
10-54-320 UCAN RADIO NETWORK FEES	2,285.50	558.00	2,840.00	8,484.00	5,644.00	33.5
10-54-321 DISPATCH FEES	10,608.00	.00	10,608.00	21,216.00	10,608.00	50.0
10-54-330 EDUCATION AND TRAINING	1,572.05	.00	4,341.11	13,602.00	9,260.89	31.9
10-54-340 LIQUOR DISTRIBUTION GRANT EXP	2,235.02	.00	.00	.00	.00	.0
10-54-450 SPECIAL DEPARTMENT SUPPLIES	2,784.54	9.59	3,828.30	6,305.00	2,476.70	60.7
10-54-455 ALLOWANCES-UNIFORM	4,415.07	1,103.22	7,110.76	7,570.00	459.24	93.9
10-54-460 FIREARMS & FIREARM TRAINING	2,605.80	.00	2,873.29	7,935.00	5,061.71	36.2
10-54-622 MISCELLANEOUS - K-9	491.83	.00	.00	.00	.00	.0
10-54-625 FEDERAL / STATE GRANT EXPENSES	.00	.00	6,880.37	5,300.00	(1,580.37)	129.8
10-54-635 COMMUNITY POLICING	294.75	63.81	1,088.92	1,000.00	(88.92)	108.9
10-54-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	.00	13,000.00	13,000.00	.0
10-54-741 CAPITAL OUTLAY - COMPUTERS	5,838.93	.00	.00	.00	.00	.0
TOTAL POLICE DEPARTMENT	485,012.03	112,491.22	525,759.01	975,262.00	449,502.99	53.9
<u>FIRE PROTECTION</u>						
10-55-621 FIRE FIGHTING SERVICES	195,627.50	.00	203,189.50	443,900.00	240,710.50	45.8
TOTAL FIRE PROTECTION	195,627.50	.00	203,189.50	443,900.00	240,710.50	45.8

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>						
10-60-110 SALARIES & WAGES	43,862.30	12,315.43	48,311.62	55,750.00	7,438.38	86.7
10-60-111 OVERTIME SALARIES & WAGES	1,606.08	747.80	930.36	6,000.00	5,069.64	15.5
10-60-114 SALARIES & WAGES - TEMP/P-TIME	1,800.00	.00	2,858.63	2,000.00	(858.63)	142.9
10-60-125 LONG TERM DISABILITY	255.29	78.38	295.44	370.00	74.56	79.9
10-60-130 RETIREMENT	7,686.99	2,470.93	9,237.06	10,750.00	1,512.94	85.9
10-60-131 GROUP HEALTH INSURANCE	9,675.07	3,629.66	13,373.46	16,890.00	3,516.54	79.2
10-60-132 WORKERS COMP INSURANCE	844.27	235.17	951.32	920.00	(31.32)	103.4
10-60-133 FICA TAXES	3,473.17	968.18	3,881.93	4,750.00	868.07	81.7
10-60-250 VEHICLE SUPPLIES & MAINTENANCE	4,446.68	468.35	1,424.48	4,500.00	3,075.52	31.7
10-60-252 EQUIPMENT MAINTENANCE & REPRS	1,257.35	607.83	1,738.29	4,500.00	2,761.71	38.6
10-60-254 CONTRACT MECHANIC	2,400.00	.00	.00	.00	.00	.0
10-60-255 FUEL	1,191.56	725.45	2,952.99	6,000.00	3,047.01	49.2
10-60-270 STREET LIGHTS	23,343.11	3,879.10	23,809.71	50,400.00	26,590.29	47.2
10-60-330 EDUCATION AND TRAINING	205.00	.00	149.50	2,425.00	2,275.50	6.2
10-60-410 SPECIAL DEPARTMENT SUPPLIES	356.64	168.62	3,216.48	3,060.00	(156.48)	105.1
10-60-412 STREET SIGNS & POSTS	836.52	.00	2,684.08	3,500.00	815.92	76.7
10-60-414 STREET SWEEPING	.00	2,137.50	2,707.50	7,600.00	4,892.50	35.6
10-60-455 UNIFORM	683.30	281.16	817.29	1,000.00	182.71	81.7
10-60-620 SNOW REMOVAL	345.00	10,677.47	10,695.65	15,000.00	4,304.35	71.3
10-60-630 TREE REMOVAL	.00	6.00	81.22	1,000.00	918.78	8.1
10-60-720 CAPITAL OUTLAY - GRANTS	.00	.00	.00	25,000.00	25,000.00	.0
10-60-730 CAPITAL OUTLAY - IMPROVEMENTS	40,738.40	.00	221,659.47	416,000.00	194,340.53	53.3
10-60-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	28,588.00	180,500.00	151,912.00	15.8
10-60-750 CAPITAL OUTLAY-IMPACT FEES	.00	.00	.00	358,000.00	358,000.00	.0
TOTAL STREETS	145,006.73	39,397.03	380,364.48	1,175,915.00	795,550.52	32.4
<u>CLASS 'C' ROAD PROJECTS</u>						
10-61-410 ROAD REPAIRS	15,667.00	16,788.30	38,984.86	40,000.00	1,015.14	97.5
10-61-413 STREET STRIPING	9,313.00	.00	10,173.00	11,000.00	827.00	92.5
10-61-625 SIDEWALK REPLACEMENT	932.00	(3,751.25)	(2,887.45)	14,000.00	16,887.45	(20.6)
10-61-731 CRACK SEALANT	.00	.00	.00	10,000.00	10,000.00	.0
10-61-735 SLURRY SEAL	.00	.00	81,373.00	100,000.00	18,627.00	81.4
10-61-740 CAPITAL OUTLAY	35,381.19	.00	.00	.00	.00	.0
TOTAL CLASS 'C' ROAD PROJECTS	61,293.19	13,037.05	127,643.41	175,000.00	47,356.59	72.9

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>						
10-70-110 SALARIES & WAGES	23,335.97	1,842.13	19,059.93	51,475.00	32,415.07	37.0
10-70-111 OVERTIME SALARIES & WAGES	1,459.14	.00	1,433.01	4,500.00	3,066.99	31.8
10-70-114 SALARIES & WAGES - TEMP/P-TIME	6,610.25	.00	10,610.69	16,000.00	5,389.31	66.3
10-70-125 LONG TERM DISABILITY	138.47	11.06	120.89	340.00	219.11	35.6
10-70-130 RETIREMENT	4,148.64	355.15	3,881.89	9,925.00	6,043.11	39.1
10-70-131 GROUP HEALTH INSURANCE	6,897.66	301.69	5,030.50	16,425.00	11,394.50	30.6
10-70-132 WORKERS COMP INSURANCE	580.47	33.17	598.55	1,060.00	461.45	56.5
10-70-133 FICA TAXES	2,271.40	132.66	2,297.30	5,500.00	3,202.70	41.8
10-70-245 TOILET RENTAL	.00	.00	.00	800.00	800.00	.0
10-70-250 EQUIPMENT SUPPLIES & MAINT	317.26	39.99	870.69	2,000.00	1,129.31	43.5
10-70-252 VEHICLE REPAIRS & MAINTENANCE	1,167.16	.00	1,474.86	1,500.00	25.14	98.3
10-70-254 CONTRACT MECHANIC	2,400.00	.00	.00	.00	.00	.0
10-70-255 FUEL	2,897.17	162.12	2,884.45	5,500.00	2,615.55	52.4
10-70-260 BLDGS & GROUNDS - SUPPLIES/MNT	6,992.42	.00	9,379.54	19,250.00	9,870.46	48.7
10-70-270 UTILITIES	757.11	130.18	922.70	2,000.00	1,077.30	46.1
10-70-330 EDUCATION AND TRAINING	35.00	200.00	215.00	1,000.00	785.00	21.5
10-70-455 UNIFORM	488.44	337.16	781.58	1,000.00	218.42	78.2
10-70-610 MISCELLANEOUS SUPPLIES	73.82	.00	.00	.00	.00	.0
10-70-612 4TH OF JULY CELEBRATION EXPENS	10,967.95	.00	11,008.31	12,000.00	991.69	91.7
10-70-613 PARKS SUPPLIES	1,558.39	27.61	3,042.77	9,720.00	6,677.23	31.3
10-70-615 HOLIDAY DECORATION & SUPPLIES	4,239.68	.00	2,095.00	2,100.00	5.00	99.8
10-70-620 LAWN MAINTENANCE	195.68	.00	.00	1,060.00	1,060.00	.0
10-70-730 CAPITAL OUTLAY - IMPROVEMENTS	120,630.92	.00	39,219.75	100,000.00	60,780.25	39.2
10-70-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	32,726.98	35,000.00	2,273.02	93.5
10-70-750 CAPITAL OUTLAY - IMPACT FEES	.00	.00	4,090.78	.00	(4,090.78)	.0
TOTAL PARKS	198,163.00	3,572.92	151,745.17	298,155.00	146,409.83	50.9
<u>DEBT SERVICE</u>						
10-85-815 PRINC.-SALES TX BOND-CITY HALL	.00	.00	.00	112,000.00	112,000.00	.0
10-85-825 INT.-SALES TX BOND-CITY HALL	45,145.88	.00	20,000.95	40,002.00	20,001.05	50.0
10-85-835 AGENT-SALES TX BOND-CITY HALL	500.00	500.00	1,500.00	3,600.00	2,100.00	41.7
TOTAL DEBT SERVICE	45,645.88	500.00	21,500.95	155,602.00	134,101.05	13.8
<u>TRANSFERS, OTHER</u>						
10-90-850 TRANSFERS TO GOLF FUND	.00	.00	.00	86,473.00	86,473.00	.0
10-90-914 S/TAX PYMTS TO BTFL - COMMONS	56,195.68	8,490.31	58,886.36	110,615.00	51,728.64	53.2
10-90-915 S/TAX PYMTS TO BTFL - GATEWAY	31,906.58	4,957.19	32,194.24	68,015.00	35,820.76	47.3
10-90-916 S/TAX PYMTS TO DVPR: COMMONS	167,775.81	25,390.75	175,641.19	330,225.00	154,583.81	53.2
TOTAL TRANSFERS, OTHER	255,878.07	38,838.25	266,721.79	595,328.00	328,606.21	44.8
TOTAL FUND EXPENDITURES	1,727,214.11	255,652.27	2,054,485.35	4,499,170.00	2,444,684.65	45.7

WEST BOUNTIFUL CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GENERAL FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
NET REVENUE OVER EXPENDITURES	264,441.00	285,768.49	(126,727.66)	.00	126,727.66	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

STREETS IMPACT FEES FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CHARGES FOR SERVICES</u>						
21-34-430 DEVELOPMENT IMPACT FEES	163,666.23	5,998.56	29,992.80	45,000.00	15,007.20	66.7
TOTAL CHARGES FOR SERVICES	163,666.23	5,998.56	29,992.80	45,000.00	15,007.20	66.7
<u>MISCELLANEOUS REVENUE</u>						
21-36-600 INTEREST EARNED	1,852.10	196.45	1,174.70	1,000.00	(174.70)	117.5
TOTAL MISCELLANEOUS REVENUE	1,852.10	196.45	1,174.70	1,000.00	(174.70)	117.5
<u>CONTRIBUTIONS AND TRANSFERS</u>						
21-38-899 CONTRIBUTIONS - FUND SURPLUS	.00	.00	.00	312,000.00	312,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	312,000.00	312,000.00	.0
TOTAL FUND REVENUE	165,518.33	6,195.01	31,167.50	358,000.00	326,832.50	8.7
<u>EXPENDITURES</u>						
21-40-800 TRANSFERS TO OTHER FUNDS	.00	.00	.00	358,000.00	358,000.00	.0
TOTAL EXPENDITURES	.00	.00	.00	358,000.00	358,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	358,000.00	358,000.00	.0
NET REVENUE OVER EXPENDITURES	165,518.33	6,195.01	31,167.50	.00	(31,167.50)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

STORM DRAIN FEES FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CHARGES FOR SERVICES</u>						
22-34-400 DEVELOPMENT IMPACT FEES	117,501.07	1,007.01	9,811.09	19,875.00	10,063.91	49.4
TOTAL CHARGES FOR SERVICES	117,501.07	1,007.01	9,811.09	19,875.00	10,063.91	49.4
<u>MISCELLANEOUS REVENUE</u>						
22-36-600 INTEREST EARNED	412.56	51.74	311.43	150.00	(161.43)	207.6
TOTAL MISCELLANEOUS REVENUE	412.56	51.74	311.43	150.00	(161.43)	207.6
TOTAL FUND REVENUE	117,913.63	1,058.75	10,122.52	20,025.00	9,902.48	50.6
<u>EXPENDITURES</u>						
22-40-899 APPROP INCREASE - FUND BALANCE	.00	.00	.00	20,025.00	20,025.00	.0
TOTAL EXPENDITURES	.00	.00	.00	20,025.00	20,025.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	20,025.00	20,025.00	.0
NET REVENUE OVER EXPENDITURES	117,913.63	1,058.75	10,122.52	.00	(10,122.52)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

POLICE FACILITY FEES FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CHARGES FOR SERVICES</u>						
23-34-430 DEVELOPMENT IMPACT FEES	3,484.01	285.04	1,425.20	2,150.00	724.80	66.3
TOTAL CHARGES FOR SERVICES	3,484.01	285.04	1,425.20	2,150.00	724.80	66.3
<u>MISCELLANEOUS REVENUE</u>						
23-36-600 INTEREST EARNED	13.10	1.37	7.12	15.00	7.88	47.5
TOTAL MISCELLANEOUS REVENUE	13.10	1.37	7.12	15.00	7.88	47.5
TOTAL FUND REVENUE	3,497.11	286.41	1,432.32	2,165.00	732.68	66.2
<u>EXPENDITURES</u>						
23-40-800 TRANSFERS TO OTHER FUNDS	.00	.00	.00	2,165.00	2,165.00	.0
TOTAL EXPENDITURES	.00	.00	.00	2,165.00	2,165.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	2,165.00	2,165.00	.0
NET REVENUE OVER EXPENDITURES	3,497.11	286.41	1,432.32	.00 (	1,432.32)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

PARK IMPACT FEES FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CHARGES FOR SERVICES</u>						
24-34-430 DEVELOPMENT IMPACT FEES	30,295.20	4,192.00	20,960.00	31,035.00	10,075.00	67.5
TOTAL CHARGES FOR SERVICES	30,295.20	4,192.00	20,960.00	31,035.00	10,075.00	67.5
<u>MISCELLANEOUS REVENUE</u>						
24-36-600 INTEREST EARNED	1,217.69	44.69	249.78	1,500.00	1,250.22	16.7
TOTAL MISCELLANEOUS REVENUE	1,217.69	44.69	249.78	1,500.00	1,250.22	16.7
TOTAL FUND REVENUE	31,512.89	4,236.69	21,209.78	32,535.00	11,325.22	65.2
<u>EXPENDITURES</u>						
24-40-899 APPROP INCREASE - FUND BALANCE	.00	.00	.00	32,535.00	32,535.00	.0
TOTAL EXPENDITURES	.00	.00	.00	32,535.00	32,535.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	32,535.00	32,535.00	.0
NET REVENUE OVER EXPENDITURES	31,512.89	4,236.69	21,209.78	.00 (	21,209.78)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

REDEVELOPMENT AGENCY FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>TAXES</u>						
25-31-110 TAX INCREMENT - PROPERTY	.00	.00	.00	573,137.00	573,137.00	.0
TOTAL TAXES	.00	.00	.00	573,137.00	573,137.00	.0
<u>MISCELLANEOUS REVENUE</u>						
25-36-600 INTEREST EARNED	372.70	9.77	223.20	.00	(223.20)	.0
TOTAL MISCELLANEOUS REVENUE	372.70	9.77	223.20	.00	(223.20)	.0
TOTAL FUND REVENUE	372.70	9.77	223.20	573,137.00	572,913.80	.0
<u>EXPENDITURES</u>						
25-40-110 SALARIES & WAGES	23,863.61	3,667.43	23,382.78	50,295.00	26,912.22	46.5
25-40-125 LONG TERM DISABILITY	143.20	22.01	140.34	300.00	159.66	46.8
25-40-130 RETIREMENT	6,016.84	1,738.86	6,500.90	13,650.00	7,149.10	47.6
25-40-131 GROUP HEALTH INSURANCE	4,609.20	131.89	4,948.85	11,730.00	6,781.15	42.2
25-40-132 WORKERS COMP INSURANCE	336.71	57.05	370.42	630.00	259.58	58.8
25-40-133 FICA TAXES	1,794.94	278.17	1,770.25	3,850.00	2,079.75	46.0
25-40-230 TRAVEL	600.00	100.00	600.00	1,200.00	600.00	50.0
25-40-310 LEGAL FEES	.00	.00	.00	5,000.00	5,000.00	.0
25-40-312 OTHER PROFESSIONAL FEES	6,000.00	.00	3,000.00	15,000.00	12,000.00	20.0
25-40-899 APPROP INCREASE - FUND BALANCE	.00	.00	.00	362.00	362.00	.0
25-40-915 RDA TAX PYMTS TO DVPR: GATEWAY	.00	.00	.00	270,124.00	270,124.00	.0
25-40-920 RDA TAX PYMTS TO DVPR: COMMONS	.00	.00	.00	200,996.00	200,996.00	.0
TOTAL EXPENDITURES	43,364.50	5,995.41	40,713.54	573,137.00	532,423.46	7.1
TOTAL FUND EXPENDITURES	43,364.50	5,995.41	40,713.54	573,137.00	532,423.46	7.1
NET REVENUE OVER EXPENDITURES	(42,991.80)	(5,985.64)	(40,490.34)	.00	40,490.34	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

RAP TAX FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>TAXES</u>						
26-31-110 RAP TAX REVENUE	103,993.60	15,543.41	107,232.69	206,440.00	99,207.31	51.9
TOTAL TAXES	103,993.60	15,543.41	107,232.69	206,440.00	99,207.31	51.9
<u>MISCELLANEOUS REVENUE</u>						
26-36-600 INTEREST EARNED	527.39	262.01	1,395.56	850.00	(545.56)	164.2
TOTAL MISCELLANEOUS REVENUE	527.39	262.01	1,395.56	850.00	(545.56)	164.2
<u>CONTRIBUTIONS AND TRANSFERS</u>						
26-38-899 CONTRIBUTIONS - FUND SURPLUS	.00	.00	.00	64,910.00	64,910.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	64,910.00	64,910.00	.0
TOTAL FUND REVENUE	104,520.99	15,805.42	108,628.25	272,200.00	163,571.75	39.9
<u>EXPENDITURES</u>						
26-40-800 TRANSFERS TO GENERAL FUND	.00	.00	.00	114,200.00	114,200.00	.0
26-40-850 TRANSFER TO GOLF FUND	.00	.00	.00	158,000.00	158,000.00	.0
TOTAL EXPENDITURES	.00	.00	.00	272,200.00	272,200.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	272,200.00	272,200.00	.0
NET REVENUE OVER EXPENDITURES	104,520.99	15,805.42	108,628.25	.00	(108,628.25)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

CAPITAL IMPROVEMENT FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>MISCELLANEOUS REVENUE</u>						
31-36-600 INTEREST EARNED	1,051.91	273.31	1,699.17	1,600.00	(99.17)	106.2
TOTAL MISCELLANEOUS REVENUE	1,051.91	273.31	1,699.17	1,600.00	(99.17)	106.2
<u>CONTRIBUTIONS AND TRANSFERS</u>						
31-38-899 CONTRIBUTIONS - FUND SURPLUS	.00	.00	.00	162,400.00	162,400.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	162,400.00	162,400.00	.0
TOTAL FUND REVENUE	1,051.91	273.31	1,699.17	164,000.00	162,300.83	1.0
<u>EXPENDITURES</u>						
31-40-800 TRANSFERS TO GOLF FUND	.00	.00	.00	29,000.00	29,000.00	.0
31-40-840 TRANSFERS TO GENERAL FUND	.00	.00	.00	135,000.00	135,000.00	.0
TOTAL EXPENDITURES	.00	.00	.00	164,000.00	164,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	164,000.00	164,000.00	.0
NET REVENUE OVER EXPENDITURES	1,051.91	273.31	1,699.17	.00	(1,699.17)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

STREETS CAP IMPROVEMENT FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>MISCELLANEOUS REVENUE</u>						
34-36-600 INTEREST EARNED	<u>1,066.00</u>	<u>160.92</u>	<u>1,000.42</u>	<u>.00</u>	<u>(1,000.42)</u>	<u>.0</u>
TOTAL MISCELLANEOUS REVENUE	<u>1,066.00</u>	<u>160.92</u>	<u>1,000.42</u>	<u>.00</u>	<u>(1,000.42)</u>	<u>.0</u>
<u>CONTRIBUTIONS AND TRANSFERS</u>						
34-38-899 CONTRIBUTIONS - FUND SURPLUS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>203,500.00</u>	<u>203,500.00</u>	<u>.0</u>
TOTAL CONTRIBUTIONS AND TRANSF	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>203,500.00</u>	<u>203,500.00</u>	<u>.0</u>
TOTAL FUND REVENUE	<u>1,066.00</u>	<u>160.92</u>	<u>1,000.42</u>	<u>203,500.00</u>	<u>202,499.58</u>	<u>.5</u>
<u>EXPENDITURES</u>						
34-40-840 TRANSFERS TO GENERAL FUND	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>203,500.00</u>	<u>203,500.00</u>	<u>.0</u>
TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>203,500.00</u>	<u>203,500.00</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>203,500.00</u>	<u>203,500.00</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u><u>1,066.00</u></u>	<u><u>160.92</u></u>	<u><u>1,000.42</u></u>	<u><u>.00</u></u>	<u><u>(1,000.42)</u></u>	<u><u>.0</u></u>

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>MISCELLANEOUS REVENUE</u>						
51-36-600 INTEREST EARNED	9,099.05	964.58	8,791.97	18,000.00	9,208.03	48.8
51-36-690 MISC REVENUE/RECONNECTIONS	459.00	126.00	2,120.00	3,000.00	880.00	70.7
51-36-710 WATER IMPACT FEE	97,510.00	11,608.00	58,040.00	87,060.00	29,020.00	66.7
TOTAL MISCELLANEOUS REVENUE	107,068.05	12,698.58	68,951.97	108,060.00	39,108.03	63.8
<u>UTILITY REVENUE</u>						
51-37-700 WATER SALES	730,842.34	119,747.52	735,418.98	1,370,000.00	634,581.02	53.7
51-37-710 WATER CONNECTION FEES	7,904.00	230.00	3,550.00	575.00	(2,975.00)	617.4
TOTAL UTILITY REVENUE	738,746.34	119,977.52	738,968.98	1,370,575.00	631,606.02	53.9
<u>CONTRIBUTIONS AND TRANSFERS</u>						
51-38-860 CONTRIBUTIONS - BOND PROCEEDS	.00	.00	.00	470,000.00	470,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	470,000.00	470,000.00	.0
TOTAL FUND REVENUE	845,814.39	132,676.10	807,920.95	1,948,635.00	1,140,714.05	41.5

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
51-40-110 SALARIES & WAGES	61,357.05	7,367.99	63,414.67	137,000.00	73,585.33	46.3
51-40-111 OVERTIME SALARIES & WAGES	642.65	.00	22.50	6,000.00	5,977.50	.4
51-40-114 SALARIES & WAGES - TEMP/P-TIME	1,196.00	.00	462.63	.00	(462.63)	.0
51-40-125 LONG TERM DISABILITY	357.11	44.21	380.57	860.00	479.43	44.3
51-40-130 RETIREMENT	10,627.34	1,416.02	12,165.21	24,910.00	12,744.79	48.8
51-40-131 GROUP HEALTH INSURANCE	18,598.04	2,656.02	19,022.91	38,300.00	19,277.09	49.7
51-40-132 WORKERS COMP INSURANCE	831.13	84.47	833.62	1,600.00	766.38	52.1
51-40-210 FICA TAXES	4,571.00	539.74	4,689.67	10,940.00	6,250.33	42.9
51-40-233 BOOKS, SUBSCRIPT, MEMBERSHIPS	109.00	38.00	263.10	1,600.00	1,336.90	16.4
51-40-241 POSTAGE/SUPPLIES	3,537.14	666.20	3,590.71	6,600.00	3,009.29	54.4
51-40-249 CONTRACT MECHANIC	4,800.00	.00	.00	.00	.00	.0
51-40-250 VEHICLE MAINTENANCE & REPAIR	1,238.89	.00	2,161.24	8,600.00	6,438.76	25.1
51-40-252 EQUIPMENT MAINTENANCE & REPRS	201.37	89.80	1,302.78	24,500.00	23,197.22	5.3
51-40-253 WATERLINE MAINTENANCE & REPAIR	18,368.03	613.28	25,261.48	40,000.00	14,738.52	63.2
51-40-254 WATERTANK MAINTENANCE & REPAIR	79.12	.00	484.01	2,000.00	1,515.99	24.2
51-40-255 FUEL	3,622.89	345.85	2,435.06	7,500.00	5,064.94	32.5
51-40-270 PUMPING ELECTRICITY	2,654.71	330.42	6,561.95	20,000.00	13,438.05	32.8
51-40-330 EDUCATION AND TRAINING	690.00	.00	.00	4,000.00	4,000.00	.0
51-40-455 UNIFORM	505.86	406.93	923.77	1,000.00	76.23	92.4
51-40-610 MISCELLANEOUS EXPENSE	2,510.11	281.44	843.66	6,000.00	5,156.34	14.1
51-40-611 WATER PURCHASES-CULINARY	129,766.40	.00	133,988.70	133,016.00	(972.70)	100.7
51-40-612 WATER DEPT SUPPLIES-METERS/ETC	4,125.12	.00	6,386.33	10,000.00	3,613.67	63.9
51-40-620 MISCELLANEOUS SERVICES	968.00	432.00	1,804.00	8,000.00	6,196.00	22.6
51-40-623 STONE CREEK WELL MAINTENANCE	357.64	90.00	2,024.89	10,000.00	7,975.11	20.3
51-40-740 CAPITAL OUTLAY - EQUIPMENT	28,045.77	.00	4,249.46	12,000.00	7,750.54	35.4
51-40-741 FLORIDE EQUIP	.00	.00	.00	2,000.00	2,000.00	.0
51-40-810 DEBT SERVICE - PRINCIPAL	.00	.00	.00	195,000.00	195,000.00	.0
51-40-820 DEBT SERVICE - INTEREST	79,307.50	.00	76,932.50	153,865.00	76,932.50	50.0
51-40-840 AGENT FEES - 2009 SERIES BOND	.00	.00	.00	1,500.00	1,500.00	.0
51-40-850 COST OF ISSUANCE - 2009 SERIES	.00	.00	.00	1,500.00	1,500.00	.0
TOTAL EXPENDITURES	379,067.87	15,402.37	370,205.42	868,291.00	498,085.58	42.6
<u>CAPITAL PROJECTS</u>						
51-95-730 CAPITAL OUTLAY - PROJ/HYDRANTS	.00	.00	21,955.00	20,000.00	(1,955.00)	109.8
51-95-740 CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	60,000.00	60,000.00	.0
51-95-778 WATERLINE - 700 W	.00	.00	21,043.99	.00	(21,043.99)	.0
51-95-779 WATERLINE - 900 W	.00	.00	.00	170,000.00	170,000.00	.0
51-95-780 WATERLINE - 400 NORTH	3,570.00	.00	11,369.52	.00	(11,369.52)	.0
51-95-781 WATERLINE - 725 W	.00	.00	.00	300,000.00	300,000.00	.0
51-95-795 NEW WELL	34,589.82	3,670.00	4,018.00	.00	(4,018.00)	.0
51-95-990 APPROP INCREASE-FUND BALANCE	.00	.00	.00	530,344.00	530,344.00	.0
TOTAL CAPITAL PROJECTS	38,159.82	3,670.00	58,386.51	1,080,344.00	1,021,957.49	5.4
TOTAL FUND EXPENDITURES	417,227.69	19,072.37	428,591.93	1,948,635.00	1,520,043.07	22.0

WEST BOUNTIFUL CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

WATER FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
NET REVENUE OVER EXPENDITURES	428,586.70	113,603.73	379,329.02	.00	(379,329.02)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

SOLID WASTE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
52-36-600 INTEREST EARNED	276.00	85.80	525.04	550.00	24.96	95.5
TOTAL MISCELLANEOUS REVENUE	276.00	85.80	525.04	550.00	24.96	95.5
<u>UTILITY REVENUE</u>						
52-37-700 GARBAGE PICK UP SALES	167,865.57	28,461.25	170,274.95	335,000.00	164,725.05	50.8
TOTAL UTILITY REVENUE	167,865.57	28,461.25	170,274.95	335,000.00	164,725.05	50.8
<u>CONTRIBUTIONS AND TRANSFERS</u>						
52-38-899 CONTRIBUTIONS - FUND SURPLUS	.00	.00	.00	7,075.00	7,075.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	7,075.00	7,075.00	.0
TOTAL FUND REVENUE	168,141.57	28,547.05	170,799.99	342,625.00	171,825.01	49.9
<u>EXPENDITURES</u>						
52-40-110 SALARIES & WAGES	2,082.79	185.82	1,915.33	9,700.00	7,784.67	19.8
52-40-111 OVERTIME SALARIES & WAGES	.00	.00	361.32	.00	(361.32)	.0
52-40-114 SALARIES & WAGES - TEMP/P-TIME	456.00	.00	56.25	.00	(56.25)	.0
52-40-125 LONG TERM DISABILITY	10.11	1.11	13.62	60.00	46.38	22.7
52-40-130 RETIREMENT	284.95	32.87	427.49	1,870.00	1,442.51	22.9
52-40-131 GROUP HEALTH INSURANCE	285.17	.00	443.91	3,130.00	2,686.09	14.2
52-40-132 WORKERS COMP INSURANCE	44.93	3.35	42.33	145.00	102.67	29.2
52-40-133 FICA TAXES	184.47	13.88	173.34	740.00	566.66	23.4
52-40-241 POSTAGE/SUPPLIES	200.00	50.00	250.00	500.00	250.00	50.0
52-40-620 GARBAGE PICKUP SERVICE	81,738.82	13,965.96	84,948.29	164,480.00	79,531.71	51.7
52-40-621 TIPPING/FLAT RATE - BURN PLANT	68,891.81	11,539.50	69,395.99	140,000.00	70,604.01	49.6
52-40-623 SPRING & FALL CLEANUP	3,243.32	.00	3,033.42	12,000.00	8,966.58	25.3
52-40-625 ADDITIONAL GARBAGE CANS	9,359.50	.00	9,958.80	10,000.00	41.20	99.6
TOTAL EXPENDITURES	166,781.87	25,792.49	171,020.09	342,625.00	171,604.91	49.9
TOTAL FUND EXPENDITURES	166,781.87	25,792.49	171,020.09	342,625.00	171,604.91	49.9
NET REVENUE OVER EXPENDITURES	1,359.70	2,754.56	(220.10)	.00	220.10	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

STORM DRAIN UTILITY

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
53-36-600 INTEREST EARNED	(59.03)	6.20	21.70	.00	(21.70)	.0
TOTAL MISCELLANEOUS REVENUE	(59.03)	6.20	21.70	.00	(21.70)	.0
<u>UTILITY REVENUE</u>						
53-37-700 UTILITY SALES	28,111.25	4,893.75	29,180.83	58,500.00	29,319.17	49.9
TOTAL UTILITY REVENUE	28,111.25	4,893.75	29,180.83	58,500.00	29,319.17	49.9
TOTAL FUND REVENUE	28,052.22	4,899.95	29,202.53	58,500.00	29,297.47	49.9
<u>EXPENDITURES</u>						
53-40-110 SALARIES & WAGES	4,531.97	739.13	5,995.01	11,780.00	5,784.99	50.9
53-40-125 LONG TERM DISABILITY	27.18	4.43	35.76	70.00	34.24	51.1
53-40-130 RETIREMENT	815.77	142.51	1,147.94	2,270.00	1,122.06	50.6
53-40-131 GROUP HEALTH INSURANCE	578.60	115.46	1,096.24	2,660.00	1,563.76	41.2
53-40-132 WORKERS COMP INSURANCE	81.59	13.30	108.18	175.00	66.82	61.8
53-40-133 FICA TAXES	330.45	54.26	442.73	900.00	457.27	49.2
53-40-252 EQUIPMENT MAINTENANCE & REPRS	.00	.00	.00	7,000.00	7,000.00	.0
53-40-253 STORM SYSTM MAINT AND REPAIRS	550.00	.00	.00	.00	.00	.0
53-40-310 PROFESSIONAL SERVICES	1,505.00	.00	1,805.00	1,505.00	(300.00)	119.9
53-40-610 MISCELLANEOUS SUPPLIES	34.75	.00	1,353.92	1,000.00	(353.92)	135.4
53-40-751 TELEVISE AND FLUSH STORM DRAIN	16,000.00	.00	1,800.00	20,000.00	18,200.00	9.0
53-40-990 APPROP INCREASE - FUND BALANCE	.00	.00	.00	11,140.00	11,140.00	.0
TOTAL EXPENDITURES	24,455.31	1,069.09	13,784.78	58,500.00	44,715.22	23.6
TOTAL FUND EXPENDITURES	24,455.31	1,069.09	13,784.78	58,500.00	44,715.22	23.6
NET REVENUE OVER EXPENDITURES	3,596.91	3,830.86	15,417.75	.00	(15,417.75)	.0

WEST BOUNTIFUL CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GOLF COURSE FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>OPERATING REVENUE</u>						
54-30-010 ROUNDS - ALL (FORMER 9 HOLE)	200,590.90	3,631.70	193,106.61	400,000.00	206,893.39	48.3
54-30-020 PUNCH PASSES -- ALL	27,690.59	1,519.70	20,726.08	55,000.00	34,273.92	37.7
54-30-040 RENTALS - ALL (WAS CARTS 9)	98,485.51	704.50	96,277.20	180,000.00	83,722.80	53.5
54-30-050 RANGE - ALL (WAS SMALL BUCKET)	33,295.50	81.61	35,790.81	85,000.00	49,209.19	42.1
54-30-070 PRO SHOP MERCHANDISE SALES	46,930.59	3,632.42	46,897.73	100,000.00	53,102.27	46.9
54-30-088 FACILITY LEASE	3,739.31	.00	3,268.57	7,000.00	3,731.43	46.7
TOTAL OPERATING REVENUE	410,732.40	9,569.93	396,067.00	827,000.00	430,933.00	47.9
<u>MISCELLANEOUS REVENUE</u>						
54-36-600 INTEREST EARNED	18.13	1.98	719.57	150.00 (	569.57)	479.7
54-36-610 INTEREST EARNED - TRUSTEE ACTS	.04	.00	.04	.00 (	.04)	.0
54-36-640 SALE OF FIXED ASSETS	.00	.00	1,400.00	2,100.00	700.00	66.7
54-36-685 ADVERTISING REVENUES	.00	.00	.00	3,000.00	3,000.00	.0
54-36-690 MISCELLANEOUS REVENUE	1,133.68	41.41	340.72	2,000.00	1,659.28	17.0
54-36-695 MISCELLANEOUS - TOURNAMENT REV	.00	.00	.00	2,000.00	2,000.00	.0
TOTAL MISCELLANEOUS REVENUE	1,151.85	43.39	2,460.33	9,250.00	6,789.67	26.6
<u>CONTRIBUTIONS AND TRANSFERS</u>						
54-38-870 TRANSFERS IN - GENERAL FUND	.00	.00	.00	86,473.00	86,473.00	.0
54-38-880 TRANSFERS IN - CAP IMPROV FUND	.00	.00	.00	29,000.00	29,000.00	.0
54-38-890 TRANSFERS IN - RAP TAX FUND	.00	.00	.00	158,000.00	158,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	273,473.00	273,473.00	.0
TOTAL FUND REVENUE	411,884.25	9,613.32	398,527.33	1,109,723.00	711,195.67	35.9

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GOLF COURSE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF PROFESSIONAL & CLUBHOUSE</u>						
54-81-110 SALARIES & WAGES	29,681.64	5,128.61	26,314.81	70,650.00	44,335.19	37.3
54-81-111 OVERTIME	.00	.00	.00	2,500.00	2,500.00	.0
54-81-114 SALARIES & WAGES - TEMP/P-TIME	25,994.38	514.25	32,254.89	43,815.00	11,560.11	73.6
54-81-125 LONG TERM DISABILITY	176.07	3.00	31.44	425.00	393.56	7.4
54-81-130 RETIREMENT	5,287.18	988.78	4,580.30	13,620.00	9,039.70	33.6
54-81-131 GROUP HEALTH INSURANCE	3,740.33	(117.67)	6,601.05	10,000.00	3,398.95	66.0
54-81-132 WORKERS COMP INSURANCE	1,299.64	14.68	907.23	1,700.00	792.77	53.4
54-81-133 FICA TAXES	4,237.45	412.42	4,399.32	8,950.00	4,550.68	49.2
54-81-134 EMPLOYEE BENEFITS - UNEMPLOY	.00	.00	.00	1,500.00	1,500.00	.0
54-81-210 BOOKS, SUBSCRIPT, MEMBERSHIPS	928.71	120.60	120.60	1,000.00	879.40	12.1
54-81-240 OFFICE SUPPLIES & EXPENSE	1,367.67	.00	898.90	2,000.00	1,101.10	44.9
54-81-251 CONTRACT MECHANIC	3,600.00	.00	.00	.00	.00	.0
54-81-255 FUEL	7,126.18	.00	4,608.34	11,000.00	6,391.66	41.9
54-81-256 EQUIP MNT/REPAIR - GOLF CARTS	2,979.81	33.12	5,733.61	5,100.00 (	633.61)	112.4
54-81-260 BLDGS & GROUNDS - SUPPLIES/MNT	1,755.67	58.85	2,221.19	2,500.00	278.81	88.9
54-81-270 UTILITIES	3,803.90	858.10	4,446.53	12,000.00	7,553.47	37.1
54-81-280 TELEPHONE	1,572.17	219.52	1,206.48	4,000.00	2,793.52	30.2
54-81-310 PROFESSIONAL SERVICES	85.00	.00	85.00	.00 (	85.00)	.0
54-81-440 BANK CHARGES - VISA	10,156.70	670.88	9,413.93	15,000.00	5,586.07	62.8
54-81-610 MISCELLANEOUS SUPPLIES	2,916.00	.00	1,191.68	2,000.00	808.32	59.6
54-81-631 EMPLOYEE INCENTIVE	198.50	.00	940.51	.00 (	940.51)	.0
54-81-633 JUNIOR GOLF PROGRAM	.00	.00	.00	1,000.00	1,000.00	.0
54-81-635 MISCELLANEOUS SERVICES	1,128.96	.00	799.00	2,000.00	1,201.00	40.0
54-81-638 ADVERTISING	111.50	.00	557.75	1,500.00	942.25	37.2
54-81-645 CHARITY TOURNAMENT - EXPENSES	.00	.00	182.00	800.00	618.00	22.8
54-81-745 RENTAL CLUBS & BAGS	.00	.00	.00	250.00	250.00	.0
TOTAL GOLF PROFESSIONAL & CLUBHOUSE	108,147.46	8,905.14	107,494.56	213,310.00	105,815.44	50.4

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GOLF COURSE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COURSE & EQUIP MAINT & REPAIRS</u>						
54-82-110 SALARIES & WAGES	30,298.00	7,112.60	48,837.53	107,920.00	59,082.47	45.3
54-82-111 OVERTIME SALARIES & WAGES	.00	.00	99.00	500.00	401.00	19.8
54-82-114 SALARIES & WAGES - TEMP/P-TIME	42,935.64	.00	42,455.18	76,000.00	33,544.82	55.9
54-82-125 LONG TERM DISABILITY	176.61	42.66	292.94	650.00	357.06	45.1
54-82-130 RETIREMENT	5,292.69	1,321.43	9,086.43	20,800.00	11,713.57	43.7
54-82-131 GROUP HEALTH INSURANCE	6,887.73	1,237.46	10,002.62	28,000.00	17,997.38	35.7
54-82-132 WORKERS COMP INSURANCE	1,714.80	164.32	2,152.50	2,520.00	367.50	85.4
54-82-133 FICA TAXES	5,543.06	535.66	6,948.02	14,110.00	7,161.98	49.2
54-82-210 BOOKS, SUBSCRIPT, MEMBERSHIPS	380.00	.00	.00	500.00	500.00	.0
54-82-240 OFFICE SUPPLIES & EXPENSE	59.62	.00	145.53	.00	(145.53)	.0
54-82-245 EQUIP MNT/RPR - TOILET RENTAL	1,050.00	210.00	1,260.00	2,000.00	740.00	63.0
54-82-248 SUPPLIES - IRRIGATION	4,378.09	.00	12,526.80	4,800.00	(7,726.80)	261.0
54-82-250 EQUIPMENT SUPPLIES & MAINT	9,135.75	1.44	7,159.10	17,500.00	10,340.90	40.9
54-82-252 CONTRACT MECHANIC	8,400.00	.00	.00	.00	.00	.0
54-82-253 EQUIPMENT LEASE	620.00	.00	440.00	.00	(440.00)	.0
54-82-255 FUEL	11,111.92	.00	7,591.61	15,000.00	7,408.39	50.6
54-82-258 EQUIP MNT/RPR - MOWER SHARPEN	.00	.00	1,374.16	4,000.00	2,625.84	34.4
54-82-259 EQUIP MNT/RPR - MISC RPR PARTS (	46.30)	.00	.00	.00	.00	.0
54-82-260 BLDGS & GROUNDS - SUPPLIES/MNT	1,283.02	129.12	1,080.25	3,500.00	2,419.75	30.9
54-82-262 BLDGS & GROUNDS - GROUND SUPP	1,295.58	.00	8,235.93	4,000.00	(4,235.93)	205.9
54-82-270 UTILITIES - ALL	11,986.65	717.05	13,840.49	18,225.00	4,384.51	75.9
54-82-322 SERVICES - TREE TRIMMING	1,750.00	.00	3,400.00	2,400.00	(1,000.00)	141.7
54-82-472 UNIFORMS - PROTECTIVE OSHA	.00	.00	78.99	400.00	321.01	19.8
54-82-482 SPEC DEPT SUPP - SHOP/SM TOOLS	964.40	.00	1,145.00	1,000.00	(145.00)	114.5
54-82-620 MISCELLANEOUS SERVICES	2,328.00	.00	2,858.00	2,500.00	(358.00)	114.3
54-82-631 EMPLOYEE INCENTIVE	210.00	.00	91.29	.00	(91.29)	.0
54-82-660 SUPPLIES - FERTILIZERS	12,108.60	.00	4,484.00	12,000.00	7,516.00	37.4
54-82-667 SUPPLIES - SAND (ALL)	4,992.36	.00	5,883.47	7,000.00	1,116.53	84.1
54-82-668 SUPPLIES - SEED	925.00	.00	1,463.50	1,500.00	36.50	97.6
54-82-672 SUPPLIES - BUNKER SAND & RAKES	1,482.48	.00	.00	.00	.00	.0
54-82-677 SUPPLIES - CHEMICALS (ALL)	2,883.92	.00	7,436.44	7,000.00	(436.44)	106.2
54-82-740 CAPITAL OUTLAY - EQUIPMENT	.00	.00	15,602.85	29,000.00	13,397.15	53.8
TOTAL COURSE & EQUIP MAINT & REF	170,147.62	11,471.74	215,971.63	382,825.00	166,853.37	56.4
<u>DRIVING RANGE</u>						
54-83-111 OVERTIME SALARIES & WAGES	.00	.00	.00	250.00	250.00	.0
54-83-114 SALARIES & WAGES - TEMP/P-TIME	12,122.00	169.13	13,289.31	15,000.00	1,710.69	88.6
54-83-132 WORKERS COMP INSURANCE	296.67	4.14	325.28	700.00	374.72	46.5
54-83-133 FICA TAXES	927.40	12.94	1,016.55	1,200.00	183.45	84.7
54-83-250 EQUIPMENT SUPPLIES & MAINT	.00	.00	275.00	1,500.00	1,225.00	18.3
54-83-610 MISCELLANEOUS SUPPLIES	.00	.00	203.00	500.00	297.00	40.6
54-83-631 EMPLOYEE INCENTIVE	87.00	.00	.00	.00	.00	.0
54-83-679 SUPPLIES - RANGE GOLF BALLS	.00	.00	2,716.56	2,000.00	(716.56)	135.8
TOTAL DRIVING RANGE	13,433.07	186.21	17,825.70	21,150.00	3,324.30	84.3

WEST BOUNTIFUL CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2013

GOLF COURSE FUND

	<u>PRIOR YTD</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>PRO SHOP & CAFE</u>						
54-84-250 EQUIPMENT SUPPLIES & MAINT	870.55	.00	.00	1,250.00	1,250.00	.0
54-84-260 BLDGS & GROUNDS - SUPPLIES/MNT	368.78	.00	475.46	6,250.00	5,774.54	7.6
54-84-400 MERCHANDISE PURCHASES- DIRECT	18,693.34	4,728.89	18,598.99	60,000.00	41,401.01	31.0
54-84-740 CAPITAL OUTLAY	.00	.00	164,419.48	170,000.00	5,580.52	96.7
TOTAL PRO SHOP & CAFE	<u>19,932.67</u>	<u>4,728.89</u>	<u>183,493.93</u>	<u>237,500.00</u>	<u>54,006.07</u>	<u>77.3</u>
<u>DEBT SERVICE</u>						
54-85-811 PRINCIPAL - G.O. BOND '03	210,000.00	.00	225,000.00	225,000.00	.00	100.0
54-85-816 LEASE PAYMENT - GOLF CARTS	.00	.00	.00	20,500.00	20,500.00	.0
54-85-821 INTEREST - G.O. BOND '03	7,481.25	.00	3,937.50	3,938.00	.50	100.0
54-85-831 AGENT FEES - '03 BOND	500.00	.00	500.00	500.00	.00	100.0
54-85-899 INTEREST EXPENSE	3,345.80	787.12	4,674.29	5,000.00	325.71	93.5
TOTAL DEBT SERVICE	<u>221,327.05</u>	<u>787.12</u>	<u>234,111.79</u>	<u>254,938.00</u>	<u>20,826.21</u>	<u>91.8</u>
TOTAL FUND EXPENDITURES	<u>532,987.87</u>	<u>26,079.10</u>	<u>758,897.61</u>	<u>1,109,723.00</u>	<u>350,825.39</u>	<u>68.4</u>
NET REVENUE OVER EXPENDITURES	<u>(121,103.62)</u>	<u>(16,465.78)</u>	<u>(360,370.28)</u>	<u>.00</u>	<u>360,370.28</u>	<u>.0</u>

1 Minutes of the West Bountiful City Council meeting held on **Tuesday, January 7, 2014** at West
2 Bountiful City Hall, 550 N 800 West, Davis County, Utah.

3
4 Those in attendance:

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

8
9 **STAFF:** Duane Huffman (City Administrator), Heidi Voordeckers (Finance
10 Director/Recorder), Ben White (City Engineer), Chief Todd Hixson, Paul Holden (Golf
11 Director), Steve Maughan (Public Works Director), Cathy Brightwell (Deputy Recorder/
12 Secretary), Mindi Tullis (Treasurer)

13
14 **VISITORS:** Alan Malan, Corey Sweat, Renate Allen, Jacqueline Romney, Stephen
15 Fackrell, Travis Godfrey, Timothy Preece, Heather Preece, Yvonne Preece, Megan Helgesen,
16 CeCe Bangerter, Ann Marie Thurgood, Jone Sun, Derek Williams, Erica Christensen,
17 Michael Christensen, Carla Lane, Doug Lane

18
19
20 Mayor Romney called the meeting to order at 7:30 pm. James Bruhn gave an Invocation, and the
21 Pledge of Allegiance was led by Mark Preece.

22
23 **1. Swearing in of newly elected officials.**

24
25 Newly elected officials Mayor Kenneth Romney and council members Kelly Enquist and
26 Mark Preece were sworn in by Heidi Voordeckers, City Recorder.

27
28 **2. Accept Agenda**

29
30 **MOTION:** Debbie McKean moved to approve the agenda as written. James Bruhn
31 seconded the Motion which **PASSED** by unanimous vote of all members
32 present.

33
34 **3. Public Comment**

35
36 Steve Fackrell inquired about having the city begin plowing the City's trail system. He
37 reported that the county recently began plowing Legacy trail and it would be nice to have the City's
38 trails plowed as well. Having clear trails provides a great opportunity for residents. He said he was
39 primarily interested in the Prospector Rail trail. The Mayor explained we hire out cul-de-sacs to be
40 plowed and could possibly have the same contractor handle the trails once they finish. He said he
41 will have staff look into it and to expect it to come up on a future agenda.

42
43 **4. Community Council recognition of crossing guard, Marion Borschel**

44
45 The Mayor turned time over to Derek Williams from the Community Council. Mr. Williams
46 explained that Utah schools wanting to apply for trust lands money must have Community Councils

1 organized and in place to qualify for the funding. Their role is to review proposed budgets with
2 faculty and the principal and to be involved in any other issues that affect children such as safety and
3 policy changes. The Council is made up of parents and faculty with double the number of parents as
4 faculty required. The City Administrator and Police Chief also participate. Members of the council
5 include Mr. Williams as Chair, Michael Whitten as the Vice Chair, Principal Jone Sun, Melanie
6 Miller, Lisa Endo, Michelle Strong, Jenn Thornley, Ann Marie Thurgood, Emily Ashby, CeCe
7 Bangerter, Travis Godfrey, Michele Mc Donald, Chief Hixson, and Duane Huffman. The Council is
8 here tonight to recognize Marion Borschel. Ms. Borschel has been a crossing guard in front of City
9 Hall for 29 years. Her friendly smile is a common site as residents travel 800 West. The Council
10 thanked her for her service and dedication to community and children. She received a letter and a
11 small gift from the Council, a letter from the district superintendent and faculty, and a signed poster
12 from many children.

13
14 **5. Consider approval of Resolution 322-14, a resolution appointing Corey Sweat as an**
15 **alternate commissioner on the West Bountiful Planning Commission**

16
17 The Mayor recommended Corey Sweat to fill the alternate commissioner vacancy on the
18 planning commission.

19
20 **MOTION:** James Bruhn moved to approve Resolution 322-14 appointing Corey Sweat as
21 an alternate commissioner on the West Bountiful Planning Commission with a
22 term to end December 31, 2017. Debbie McKean seconded the Motion which
23 **PASSED.**

24
25 The vote was recorded as follows:

26 James Ahlstrom – excused
27 James Bruhn – Aye
28 Kelly Enquist – Aye
29 Debbie McKean – Aye
30 Mark Preece – Aye
31

32 **6. Consider approval of Resolution 323-14, a resolution appointing Renate Allen and Alan**
33 **Malan to the West Bountiful City Emergency Preparedness Advisory Committee.**

34
35 The Mayor recommended the appointments of Renate Allen and Alan Malan to the West
36 Bountiful Emergency Preparedness Advisory Committee.

37
38 **MOTION:** Debbie McKean moved to approve Resolution 323-14 appointing Renate
39 Allen and Alan Malan to the West Bountiful City Emergency Preparedness
40 Advisory Committee with terms to end December 31, 2016. James Bruhn
41 seconded the Motion which **PASSED.**

42
43 The vote was recorded as follows:

44 James Ahlstrom – excused
45 James Bruhn – Aye
46 Kelly Enquist – Aye

1 Debbie McKean – Aye
2 Mark Preece - Aye
3

4 **7. Consider approval of Resolution 324-14, a resolution approving the 2014 City Council**
5 **meeting schedule.**
6

7 Debbie McKean asked members if they would be interested in changing the beginning time
8 of meetings to 7:00 p.m. The majority of members preferred the current 7:30 p.m. start time.
9

10 **MOTION:** James Bruhn moved to approve Resolution 324-14 approving the 2014 City
11 Council meeting schedule. Kelly Enquist seconded the Motion which
12 **PASSED.**
13

14 The vote was recorded as follows:

15 James Ahlstrom – excused
16 James Bruhn – Aye
17 Kelly Enquist – Aye
18 Debbie McKean– Aye
19 Mark Preece – Aye
20

21 **8. Consider approval of Resolution 325-14, a resolution appointing Heidi Voordeckers as**
22 **the West Bountiful City Recorder, and Mindi Tullis as the West Bountiful Treasurer.**
23

24 **MOTION:** Debbie McKean moved to approve Resolution 325-14 re-appointing Heidi
25 Voordeckers as the West Bountiful City Recorder and Mindi Tullis as the
26 West Bountiful City Treasurer. Mark Preece seconded the Motion which
27 **PASSED.**
28

29 The vote was recorded as follows:

30 James Ahlstrom – excused
31 James Bruhn – Aye
32 Kelly Enquist – Aye
33 Debbie McKean – Aye
34 Mark Preece - Aye
35

36 **9. Discussion on complimentary golf policy.**
37

38 Paul Holden, Director of Golf, referred to the memo included in council packets dated
39 January 2, 2014 regarding Complimentary Golf Policy. He explained there is a desire to update and
40 clarify the complimentary golf policy for employees and city officials. Paul said there is confusion
41 about what the policy is and a problem with pro shop staff knowing who gets free golf and who
42 doesn't, and how much golf temporary and volunteer employees get. Paul called other courses to
43 find out what they do. Duane Huffman proposed that it is better to hire individuals as part time
44 employees rather than having regular volunteers who expect complimentary golf. Volunteering is
45 okay in certain situations and bartering can be okay as long as there are parameters around it. Duane
46 said he and Paul have put together this broad draft as a starting point and need to fill in the holes

1 based on direction from the Council. A future draft will include family members and planning
2 commissioners who currently have privileges but were left out of the current draft. There is
3 currently no process in place to know who is golfing and how often they are golfing. An important
4 part of the new policy will be to have better tracking. Mayor Romney agrees any comp golf should
5 be logged. Kelly Enquist asked what the current policy was. Paul said it was very confusing
6 because different policies have been used over the years and it isn't clear what agreements have been
7 made in the past. Debbie McKean recalled that at one point employees were given a punch pass.
8 Duane clarified that currently full time employees golf at will with immediate family members but
9 part time golf employee benefits are all over the board. He said a punch pass would be a departure
10 and may be difficult to track as far as who uses the pass. James Bruhn likes the parameters
11 suggested in the memo. He said the current policy for full time employees has worked well and
12 benefits should not be decreased. The emphasis of a new policy should be on volunteers and part
13 time employees, and implementing new tracking processes. The Mayor agreed and suggested Paul
14 be given authority to oversee complimentary golf and be able to turn employees away when the
15 course is too busy. Debbie McKean likes that employees would begin paying for carts as it is
16 revenue to the city. James Bruhn said he has no heartburn over including carts as part of the benefit.
17 Mark Preece agrees with James and suggests they be left in for now. Paul and Duane will draft up a
18 policy based on these comments and bring it back in resolution form for approval.
19

20 **10. Consider approval of improvement deferral agreement for the property located at 321**
21 **N 1100 West.**
22

23 Ben White explained that the Christensen's plan to build a home at 321 N 1100 W.
24 Typically when new homes are built, the City requires curb and gutter to be installed. The
25 Christensen's would prefer to defer the construction of curb and sidewalk in front of their property
26 until such time as curb is placed in front of neighboring properties. Ben said he is a proponent of
27 putting in the improvements at the time of construction when money available, but agrees in this
28 case it may look odd as there is no other curb gutter adjacent to this property. Kelly Enquist asked
29 how a deferral agreement is handled. Ben explained it is recorded on the plat with the county so
30 future owners are aware of it.
31

32 There was discussion about how long before the agreement comes back for review. Steve Doxey
33 explained that the current agreement is 10 years or whenever the City requires the improvements,
34 whichever comes first. He said the property owner can request an extension.
35

36 **MOTION:** Debbie McKean moved to approve a deferral agreement for the property
37 located at 321 N 1100 West. The agreement will have a ten year term and
38 will be recorded with property. Kelly Enquist seconded the Motion which
39 **PASSED.**
40

41 The vote was recorded as follows:
42 James Ahlstrom – excused
43 James Bruhn – Aye
44 Kelly Enquist – Aye
45 Debbie McKean – Aye
46 Mark Preece – Aye

1 **11. Engineers Report**
2

3 Ben White described a history with Trinity Steel having problems with discoloration
4 occurring in several areas caused from exhaust in the air. He said he has received complaints again.
5 He attempted to contact Department of Air Quality (“DAQ”) to see if they have any recent
6 information that may explain the complaints but so far has been unable to talk with anyone. Mark
7 Preece said there seems to be more “steam” coming from the building recently and wondered if we
8 could get Centerville involved as well. Mayor Romney said that in the past Trinity took great steps
9 to control the exhaust and that testing showed no issues for quite awhile. Ben will continue to make
10 calls to DAQ.

11
12 UDOT selected W.W. Clyde for the I-15 project. They will meet next week to share the
13 details of the project with cities. UDOT reported that they got everything they asked for with money
14 left over.

15
16 As a result of negotiations by the Mayor and Councilmember James Ahlstrom, UDOT has
17 agreed to participate with the City to address drainage issues on 1200 North and will put up
18 \$120,000 for the project.

19
20 A proposed amendment for the Hurdman subdivision will require Council approval. A
21 public hearing will be scheduled for the first meeting in February
22

23 **12. Administrative Report**
24

25 Duane Huffman – City office hours changed yesterday. We are now open during the lunch
26 hour and will close at 3 pm on Fridays.
27

28 A 2014 strategy meeting will be held in two weeks in place of the next City Council meeting.
29 The meeting will be held at the golf course beginning at 6:00 pm with dinner provided for members.
30 The meeting will be open to the public.
31

32 Utah League of Cities and Towns is holding newly elected official training in Salt Lake on
33 February 8. The training is good even for those who have been on council for awhile. Let Duane
34 know if you are interested in attending.
35

36 The RFP for golf course concessions is due next Friday. We are optimistic about the results.
37

38 **13. Mayor/Council Reports**
39

40 Debbie McKean – Arts Council will meet this Thursday. The newsletter will be back from
41 printing on Friday. She was asked if it includes warnings about no parking on the street. She
42 confirmed that it did. Mark Preece said he sees illegally parked vehicles every night causing a lot of
43 problems for snow plowing. The Chief said they have been handing out flyers, and may begin
44 towing if warnings are ignored. Steve Maughan explained that parked cars prevent the plows from
45 going to the curb and then the snow freezes up. James Bruhn commented that if offenders aren’t
46 ticketed, they will continue to ignore warnings. He is concerned about the City’s liability if a plow

1 hits a car and about general safety issues. Debbie McKean asked Steve Maughan how plowing has
2 been going because she has received some comments. Steve replied that they are still down a plow,
3 a blade went out, and now a sander went out so there will only be one truck with a sander for this
4 week's upcoming storms. He said it has been a struggle. During the last storm the contractor had
5 two trucks break so cul-de-sacs weren't done. The new truck should be here in February. The goal
6 is to push all snow back to the gutters but trees and parked cars are a problem. Even trees that are
7 okay in the summer become too low with snow weighing down branches.
8

9 Kelly Enquist – Thanked everyone for welcoming him to City Council. He said it will be a
10 challenge but he's excited for the opportunity. He welcomed Corey Sweat to planning commission.
11

12 James Bruhn – Asked Ben White if we were closer to a deal with Bountiful. Ben responded
13 that he's not sure where we'll end up. James asked him to keep working on it. James reported that
14 he was again appointed secretary/treasurer for Wasatch Integrated Waste Management.
15

16 Mark Preece – Reported on the EmPAC meeting. He said the trailer is coming along and
17 they will train members on invoicing, etc.
18

19 Mayor Romney – Thanked everyone for last year and appreciates what everyone is doing.
20 He said we have a great council going forward and we're still on an upswing. He reported that a
21 meeting was held with UDOT on drainage issues and they may accommodate a road from the west
22 side to 400 North through city property.
23

24 **14. Approval of Minutes from the December 17, 2013 City Council Meeting.**

25
26 **MOTION:** James Bruhn moved to approve the minutes from the December 17, 2013
27 meeting as presented. Debbie McKean seconded the Motion which **PASSED**
28 by unanimous vote of all members present.
29

30 **12. Adjourn**

31
32 **MOTION:** Mark Preece moved to adjourn this meeting of the West Bountiful City
33 Council at 8:50 p.m. James Bruhn seconded the Motion which **PASSED** by
34 unanimous vote of all members present.
35

36 -----
37
38 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all*
39 *members present on Tuesday, February 4, 2014.*
40

41
42
43
44 _____
45 HEIDI VOORDECKERS (CITY RECORDER)

1 Minutes of the West Bountiful City Council Strategic Planning meeting held on **Tuesday, January**
2 **21, 2014** at Lakeside Golf Course, West Bountiful, Davis County, Utah.

3
4 Those in attendance:

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

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

12
13 **VISITORS:** Alan Malan, Wendy Green, James Behunin, Jeff Bennion, Corey Sweat

14
15
16 Mayor Romney called the meeting to order at 6:10 pm.

17
18 **1. Team Building Activities/Dinner**

19
20 Attendees enjoyed dinner as Duane Huffman reviewed the personality trait types from the
21 test completed prior to the meeting.

22
23 **2. Water Rates Discussion**

24
25 Mr. Huffman led a discussion on the history of water rates beginning with bonding of \$4.8M
26 in 2008. Shortly after bonding, the City realized the amount was not sufficient revenue to cover the
27 debt expense while also planning for the additional capital needs. So, in 2009, water rates were
28 increased to recover the following: operating budget \$22, bond repayment \$18, capital projects \$23
29 for a total base rate of \$63. A four year sunset on the capital portion was included forcing a review
30 of the rate in spring 2014.

31
32 Answers to the following questions will enable Staff to prepare the information Council needs to
33 move forward with the review of the rate. What process should be used to deliberate? What
34 assumptions would you like to see? What level of reserve would you like on hand? How often
35 would you be willing to bond? Is there a way to plan out needs? How do you want to handle
36 emergencies? How often do you want to change rates?

37
38 Discussion followed.

39
40 Staff can bring back 3 sets of assumption options.

41
42 Mayor Romney – what feasibly is the capital program and duration of improvement program? For
43 example, should we replace 40,000 ft. of old pipe over 10, 20 or 30 years? 15-20 yr. is probably the
44 best.

45

1 Bonding? Councilmember McKean would prefer to be self-sufficient. The Mayor agrees but wants
2 to be bondable for major emergencies.

3
4 Reserve? We can run between \$500K – \$2M.

5
6 Rate changes? The farther we adjust the rate down, the sooner a future increase will be needed.
7 Councilmember Bruhn prefers a steady decline. Councilmember Ahlstrom said we need to be
8 careful how much we reduce so we don't have to make arguments to the public again to
9 justify/explain another increase. Make sure you won't have to increase. Duane commented that if
10 there is a low tolerance for a future increase, we need to be more conservative now. Mr. Bruhn said
11 we will need to look at the 15-20 year plan.

12
13 If forced to adjust rates, how often would you want to do it? Base it on Reserve – we could set a cap
14 and when it reaches a certain amount, we will give money back.

15
16 Process? A public hearing is not required, although the Mayor thinks a hearing is a good idea after
17 the council has a draft proposal it is interested in. Mr. Ahlstrom suggested another item for
18 consideration is future sun setting provisions.

19
20 Examples of assumptions were given by Ben White with a rate increase in 10 yr and reserve of \$1-
21 2M, or increase in 20 yr with same reserve. Staff will build some scenarios based on these
22 assumptions for discussion at a future meeting.

23 24 **3. Policy Prioritization Discussion**

25
26 Mr. Huffman passed out a Policy Prioritization Activity list. He briefly discussed each item
27 and asked for additional items to add to the list. Council and Staff were each asked to prioritize the
28 list of 15 issues. Duane then shared the compilation of results and discussion followed about how to
29 proceed. The top five issues, in priority order, for Council were: Personnel Policies, Enforcement
30 Policies, Economic Development, Land Use Processes Ordinance, and Nuisance Definitions. The
31 top five issues, in priority order, for Staff were: Enforcement Policies, Personnel Policies, Economic
32 Development, Nuisance Definitions, and Trail Maintenance. Staff's efforts take into account this
33 prioritized list as we move forward.

34 35 **4. Presentation and Discussion on Initial Look at Fiscal Year 2014/2015 Budgets**

36
37 Mr. Huffman discussed a proposed budget schedule. A suggested departure from past years'
38 will be the replacement of a finance committee in the draft budget process. We will have department
39 heads work as a team throughout March to put together a draft that highlights key issues of the
40 budget. We will then schedule two work sessions in April with a tentative budget ready in May.
41 The benefit is that the full council gets the full budget rather than just a couple committee members.
42 The group agreed.

43
44 Duane proceeded to give an explanation of Governmental and Enterprise Funds. The general fund is
45 part of the Governmental Fund and is usually made up of taxes. He then reviewed the "first look"

1 budget. There was some desire to allocate salaries associated with certain capital projects – pros and
2 cons were discussed.

3
4 Issues:

5 Personnel/projects, employee allocations, employee compensation/benefits/retention – city wide and
6 department wide. Mr. Ahlstrom doesn't like West Bountiful being a revolving door with other
7 cities taking our employees. He would like to see comparisons/discrepancies with surrounding
8 cities. There was discussion regarding exit interviews being helpful to find out why people leave.
9 Chief Hixson explained retention is tough in the police department; not just for money but
10 opportunity also plays a big part. We need to change the culture that we're not a training ground.

11
12 Public Works – What should the level of service be? Items listed included project management,
13 proper maintenance of systems – valves, hydrants, etc., and park maintenance.

14
15 Capital Projects – What projects would you like to see and when? There was discussion that future
16 well siting, and playground upgrades including benches should be added to the list. The previous
17 park plan should be revisited to review earlier priorities. There was discussion about RAP tax and
18 how to prioritize funds. Netting to protect the trail is a high priority along with adding new
19 restrooms on the trail/golf course. Also to be added to the list is adequate street lighting and Birnam
20 Woods drainage issues.

21
22 Golf - Duane reviewed the golf spreadsheet showing historical revenues and expenses, and also
23 pointed out that a prior resolution has the Course beginning to repay other funds next fiscal year at
24 15% of gross revenues. Should it be 15% payback, changed to flat number based on term years,
25 change the term to build some cash reserve before paying it back, or change which funds receive
26 payback and in what order? Mr. Ahlstrom asked the Council to consider forgiving some of the fund
27 debts, or have the general fund pay back the enterprise funds.

28
29 The Mayor stated they need to revisit the issue soon, probably with a combination of payback
30 options. Fifteen percent may not be the right number. Mr. Ahlstrom wants to let the Course make a
31 profit and not be saddled with all the debt. When the value of land is considered, it is a huge asset to
32 the city. There was also concern voiced about not paying back the debt.

33
34 Duane said he would be uncomfortable entering a lease for additional carts under the current
35 payback requirements. Mr. Ahlstrom said we need to consider basic maintenance. The condition of
36 our carts (seats and straps) is an embarrassment.

37
38 Staff will return to Council with plans/needs for the course over the next few years as well as various
39 scenarios for repayment.

40 41 **5. Council Assignments and Council/Staff Relations Discussion**

42
43 Council Assignments – Mr. Huffman referred to a chart of committees and council appointments
44 from last year. Certain entities exist that need representation, and some committees exist that were
45 established informally and may or may not need to continue. The Mayor explained that initially
46 committees and sub-committees were established because there was a need to share information or

1 gather public input, for example the Parks and Trails committee and Golf committee, but they may
2 not be needed in that form any longer. If there is a need, we should establish a formal committee
3 legislatively. Currently the only committees that have been established legislatively are the Historic
4 Preservation Commission, Planning Commission, Youth Council, and Emergency Preparedness
5 Advisory Committee. There was discussion about the need to formally establish the Arts Council
6 especially as they have city budget dollars assigned to them.

7
8 The Mayor indicated he would review the current council assignments on existing committees and
9 Boards and make new assignments in the near future.

10
11 Staff Relations - There is a high level of trust with staff but good communication will ensure that the
12 pendulum doesn't swing too far in the other direction.

13
14 How is the relationship now? Mr. Ahlstrom described the relationship as being very good now with
15 all the right people in the right jobs. Ms. McKean agreed. Duane asked what level of access the
16 council wants with staff. Discussion followed that the Council felt very comfortable communicating
17 with staff. Mr. Ahlstrom wants to stay out of the way but also wants to be available to help when
18 needed. It was felt that the management team minutes have been a good way to keep everyone in the
19 loop so communication continues. Duane shared that he has asked staff to let him know when there
20 is communication between a councilmember and the staff so he can also stay in the loop.

21
22 **6. Adjourn**

23
24 **MOTION:** Mark Preece moved to adjourn this meeting of the West Bountiful City
25 Council at 9:59 pm. JB seconded the Motion which **PASSED** by
26 unanimous vote of all members present.

27
28 -----
29
30 *The foregoing was approved by the West Bountiful City Council on Tuesday, February 4, 2014 by*
31 *unanimous vote of all members present.*

32
33
34
35 _____
36 HEIDI VOORDECKERS (CITY RECORDER)