

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

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West Bountiful, Utah 84087

Phone (801) 292-4486
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Finance Director
Heidi Voordeckers

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING **(amended March 3, 2014)**

NOTICE IS HEREBY GIVEN THAT THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION AND MEETING ON **TUESDAY, MARCH 4, 2014 AT 6:30 PM** – 550 NORTH 800 WEST, WEST BOUNTIFUL CITY.

Work Session Agenda (6:30 PM)

1. Discussion on culinary water rates

Invocation/Thought by Invitation;
Pledge of Allegiance-Debbie McKean

Meeting Agenda (7:30 PM)

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. Consider Motion to provide local consent to a request for Beer License for Carmack's Food Services located at Lakeside Golf Course
4. Consider Notice of Award to Kapp Construction and Development Co. Inc. for the 800 W Reconstruction Project in the amount of \$691,043.65.
5. Consider approval of 48-month lease of 20 - 2014 Yamaha YDRA "The Drive" Gasoline Golf Carts with an annual payment of \$15,342.60, and the trade-in of 17 city-owned golf carts (2008 and older) for \$15,600
6. Consider authorization of Mayor Romney to submit letter to the National Forest Service regarding the Uintah Express Pipeline on the behalf of West Bountiful City Council
7. Discuss draft ordinance adopting rules and procedures for West Bountiful City Council meetings
8. Mosquito Abatement Presentation (video)
9. Engineer's Report
10. Planning Commission Report
11. Administrative Report – Report on process for hiring Assistant Golf Pro
12. Mayor/Council Reports

13. Approval of Minutes from the February 18, 2014 City Council Meeting
14. 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 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 amended agenda has been posted on the State Public Notice website, emailed to the City Council, and sent to the Clipper Publishing Company on March 3, 2014.

MEMORANDUM



TO: Mayor and City Council

DATE: February 27, 2014

FROM: Staff

RE: Water Rate Discussion

The March 4th City Council meeting will begin with a work session at 6:30pm to continue discussions on the City's culinary water rate. Similar to the last discussion on the 3 year golf course budget projections, staff will have an interactive spreadsheet for the meeting that will allow the Council to see in real time the impact of making changes to assumptions on inflation, growth, desired capital funds, and capital expenditure levels.

To facilitate the discussion, the following three points briefly review the history of the water rates

1. 2008 Bond and Rate Increase – The City bonded nearly \$5 million dollars for water related projects. The City also raised the base residential water rates from \$20 per month to \$30 per month. After installing new water meters and reviewing the billing for a couple months, it became apparent that the \$30 per month was not enough money to cover the bond payment. The rate also did not include monies to replaced aged water lines beyond those included in the bond.
2. 2010 Rate Increase – The new rate included three components (1) \$22 for operations (2) \$18 to cover the bond payment (3) \$23 for additional needs. The resolution establishing the \$63 per month water rate also included the provision that the third part of the rate, \$23 for additional needs, was to sunset after four years unless the Council takes further action.
3. 2014 January Planning Meeting – The Council discussed the factors that have the largest influence on the water system costs:
 - a. Operations and Maintenance Inflation
 - b. Capital Construction Inflation
 - c. # of connections and # of new connections
 - d. Overall magnitude pending/needed work and the length of time to complete the work
 - e. Current available funds
 - f. Desirable minimum fund balance
 - g. Tolerance for future adjustments to the rate

MEMORANDUM



TO: Mayor and City Council

DATE: February 27, 2014

FROM: Ben White, City Engineer

RE: Notice of Award for 800 West Street Reconstruction Project

West Bountiful City received five bids on February 27, 2014 for the proposed reconstruction of the 800 West Street water line and asphalt surface. The project includes two different sections of 800 West. The section between 1600 N and 1970 N includes a water line replacement and full asphalt pavement section. The section between 2200 N and 2330 N includes replacing water fixtures and laterals (all the metal parts) but not the existing PVC water main; storm drainage and full asphalt section.

Kapp Construction and Development Co. Inc. was the lowest responsible bidder. This is the same company that we recently awarded the 900 West Street Reconstruction. Staff has reviewed Kapp's financial statements. They are capable of completing both projects as well as others for other clients. The construction on 900 West will begin in a couple of weeks. Staff would expect work on 800 West to begin as soon as 900 West is finished.

It was surprising that the City received fewer bids on 800 West than on 900 West. I had expected the opposite with 800 West being the bigger job. After speaking to a couple contractors who did not bid, the reasoning came down to two main points (1) there is a lot of work and a lot of projects to bid so the contractors need to choose where they believe the efforts will be most successful; (2) they got beat so bad on 900 West that they felt their chances were better bidding elsewhere.

Staff is recommending the City Council accept Kapp's bid as the recommended lowest responsible bidder with a bid of \$691,043.65 and authorize the Mayor to sign the Notice of Award and execute the contact.

Project: 800 West Street Reconstruction
Bid Open: 2/27/2014
Time: 10:00 AM

Contractor	Amount
1 <u>Lyndon Jones Const P.O.Box 95150 S. Jordan UT 84095</u>	<u>759,344</u>
2 <u>Kapp Companies 1595 W 3300 S. Ogden UT 84401</u>	<u>691,043⁶⁵</u>
3 <u>Morgan Asphalt Inc 1970 N Redwood Rd SLC UT 84116</u>	<u>996,465</u>
4 <u>Associated Brigham 75 N 900 W P.O.Box 578 Brigham City UT 84302</u>	<u>851,459</u>
5 <u>Hughes General Con P.O Box 540700 NSL UT 84054</u>	<u>695,436</u>
6 _____	_____
7 _____	_____
8 _____	_____
9 _____	_____
10 _____	_____
11 _____	_____
12 _____	_____
13 _____	_____
14 _____	_____
15 _____	_____
16 _____	_____

Notice of Award

Date: February 27, 2014

Contract: 800 West Street Reconstruction	
Owner: West Bountiful	Owner's Contract No.: 13024
Bidder: Kapp Construction and Development Co. Inc.	
Bidder's Address: 1595 West 3300 South, Ogden, UT 84401	

You are notified that your Bid dated February 27, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for *800 West Street Reconstruction*

The Contract Price of your Contract is Six Hundred Ninety-One Thousand Forty-Three and 65 /100 Dollars (\$691,043.65).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Documents the certificates of insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Article 5) and Supplementary Conditions (Paragraphs SC-5.04 and SC-5.06).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner/Owner's Agent: West Bountiful City

Authorized Signature: _____

Printed Name: Kenneth Romney

Title: Mayor

MEMORANDUM



TO: Mayor & Council

DATE: February 27, 2014

FROM: Duane Huffman

RE: **Meeting Procedures**

At the last City Council meeting, the Council discussed the requirements of Utah Code Ann. § 10-3-606, which requires that the City Council adopt rules of order and procedure to govern council meetings.

To begin to the current process of adopting rules of order and procedure, the by-laws of the Planning Commission were presented for review and discussion. Based on that discussion staff has created the attached draft. Many aspects of City Council meetings are addressed in Utah Code, and I recommend we include much of this language in the City's rules of order so as to minimize the need to constantly refer to State Code as well as our own ordinances. I have highlighted language that comes from State Code in **gray**.

After the Council's discussion and input at the March 4th meeting, we should be able to have a final draft ready for consideration at the subsequent meeting.

Denotes language from State Code

2.08.030 City Council Meetings

- A. Regular Meetings – Regular meetings of the City Council are generally held on the first and third Tuesday of each month at 7:30 p.m. at the West Bountiful City Hall. The Mayor has the discretion to call the meetings to begin at earlier or later times based on workload, and to cancel meetings for lack of quorum/business, and to cancel meetings that fall on national or state holidays. According to the Utah Code, at least one regular meeting must be held each month, and all meetings must comply with Open Meeting requirements.
- B. Special Meetings – The Mayor or two council members may order the convening of a special meeting. Each order convening a special meeting must be entered in the minutes of the council and provide at least three hours' notice (all Open Meeting notice requirement also apply). The Recorder must serve notice of the special meeting on each council member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode - the personal appearance by a council member at a special meeting of the council constitutes a waiver of this notice requirement.
- C. Mayor – The Mayor is the chair of the Council and presides at all council meetings. The Mayor only votes (i) in the case of a tie vote of the other council members present, (ii) when the Council is voting to appoint or dismiss a municipal manager, and (iii) when the Council is voting on an ordinance to enlarge or restrict the Mayor's powers, duties, and functions. If the Mayor is absent or unable or refuses to act, the Council may elect a member of the Council as mayor pro tempore, to preside at a council meeting; a council member acting as mayor pro tempore retains his/her right to vote on all issues before the Council.
- D. Quorum – Three (3) council members, excluding the Mayor, are required to constitute a quorum. The presence of a quorum is required to hold any meeting or take any action.
- E. Attendance – The Council may compel the attendance of individual council members at its meetings and provide penalties it considers necessary for the failure to comply with an exercise of the authority to compel attendance.
- F. Meeting Agenda – The Mayor determines the agenda for all Council meetings. Two council members may require any item to be placed on an agenda by providing the Mayor or Recorder a signed request.
- G. Reports – Council members must inform the City Recorder by noon of the Thursday preceding a regular meeting if:
 - 1. The council member has a specific issue on which to report during the meeting;
 - 2. The council member requests that a member of staff report on a specific issue.

H. Electronic Meetings

1. Council members may participate in meetings electronically (phone, internet, or other similar technology) in accordance with the provisions of this section. Such participation must provide for open access which, at minimum, means that the member participating electronically must be able to make comments that can be heard by all in attendance and hear comments from those speaking.
 2. Three (3) members of the Council must be present in person at the meeting in order to form a quorum.
 3. No more than two (2) members of the Council may participate electronically at any meeting.
 4. If the Mayor is not physically present at a meeting and is participating electronically, the mayor pro-tempore shall preside over such meeting.
 5. If a member of the Council desires to participate electronically in a meeting such member must inform the City Recorder at least 48 hours before the meeting so that proper arrangements can be made. Agendas for meetings in which one or more members will participate electronically must provide a description of how the members will be connected to the meeting.
 6. Electronic participation should be allowed only under circumstances when it would be difficult, burdensome, or onerous for the member to be physically present. In order to prevent abuse of this privilege, no single member of the Council may participate electronically more than three (3) times in any one calendar year. The Mayor may deny a request by a member to participate electronically based on available equipment capability.
- I. Open Meetings - All meetings of the Council must be held in compliance with the applicable provisions of Utah Code Title 52, Chapter 4, Open and Public Meetings Act.
- J. Parliamentary Order and Procedure
1. General order for deliberative agenda items:
 - i. Mayor introduces each agenda item;
 - ii. City Staff is invited to present background on item and provide comments and/or recommendations;
 - iii. Petitioner, if applicable, is invited to present additional information, if necessary, and stands available to answer questions;
 - iv. Council members ask questions and seek clarification on issues presented;
 - v. Council members discuss and debate issue;

- vi. Mayor requests a motion;
 - vii. Upon motion and second, the Mayor may invite further discussion or call for a vote. As called, the council members vote on the proposal. Any council member may, prior to casting a vote, explain the basis for his or her vote. The Council may approve, deny, table, or approve with conditions, the issue before them.
2. Voting – A roll call vote must be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the City and in any other case at the request of any council member.
- i. Minimum Vote Required – The minimum number of yes votes required to pass any ordinance or resolution, or to take any action by the council, unless otherwise prescribed by law, is three (3).
 - a) Any ordinance, resolution or motion of the City Council having fewer favorable votes than required herein shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the City Council even though such a majority is less than that required herein.
 - b) A majority of the members of the City Council, regardless of the number, may fill any vacancy in the City Council as provided in Utah Code Annotated 20A-1-510.
 - ii. Motions
 - a) **Making Motions.** Any council member may make a motion.
 - b) **Seconding Motions.** A second to the motion is necessary before the motion may be discussed or a vote taken.
 - c) **Withdrawing a Motion.** The maker of the motion may withdraw the motion if no member of the Council objects to its withdrawal. If an objection is made, the Mayor may call for a vote regarding the withdrawal of the motion.
 - d) **Substitute Motions.** All amendments or substitute motions shall be offered as amendments to the main motion first made. The procedure for amendments shall be the same for any motion. Action is to be taken on the amendment first before any action is taken on the main motion.
 - e) **Non-debatable Motions.** A motion to adjourn, take a recess, or to retrieve an item from the table shall be voted upon without debate.
 - iii. Reconsideration
 - a) Any action taken by the Council may not be reconsidered or rescinded at any special meeting unless the number of members of the Council present at the special meeting is equal or greater than the number of members present at the meeting when the action was approved.

K. Civil Discourse

1. Rules of Decorum for the Public

- i. Members of the public must remain respectful and civil during all portions of a meeting. In general, cheering, applauding, scowling, muttering, and other disrespectful outburst are not considered to be appropriate. Members of the public invited to speak are not to make personal references or attacks on the reputation of other persons.
- ii. The Mayor or presiding officer shall at all times have the authority to conduct and maintain order in all public meetings.
- iii. Members of the public should wait to be recognized by the presiding officer and invited to speak before doing so.
- iv. Once recognized, the individual shall come to the podium and state his/her name for the record before beginning to make comments.
- v. Regular Council meetings include a "Public Comment" agenda item which is a portion of time for members of the public to address the Council for not more than three minutes or five minutes if the individual represents a group.
- vi. The Council may expel any person who is disorderly during a meeting with a two-thirds vote.

2. Rules of Decorum for Members of the Council

- i. Council members must remain respectful and civil during all portions of a meeting, and must support the Mayor in maintaining order.
- ii. The Council may fine or expel from a meeting any member for disorderly conduct on a two-thirds vote.

- L. Ethical Requirements – City Council members must comply with the Municipal Officers' and Employees' Ethics Act (Utah Code 10-3-1301 to 10-3-1312). These laws include requirements of when conflicts of interest or potential conflicts of interest must be verbally disclosed during public meetings.

~~2.08.030 Time and place of regular council meetings.~~

~~The city council shall conduct two regular meetings each month, which shall be held on the first and third Tuesdays of each month at the West Bountiful City Office, 550 North 800 West, West Bountiful, Utah, which meetings shall begin promptly at seven thirty p.m., during mountain standard time, and at the hour of seven thirty p.m. during mountain daylight time. Other meetings shall be held as necessary in accordance with state law. Any order for a special meeting must have at least three hours notice to each member of the governing body not signing the order. (Ord. 264-00 (part); prior code § 2-8-1)~~

~~2.08.040 Participation by Telephone~~

- A. ~~A member of the Governing Body may participate in meetings by telephone in accordance with the provisions of this section. Such participation must provide for open access to the public which, at minimum, means that the member participating by telephone must be able to hear comments from public participants in the meeting as well as other members and that public participants as well as other members must be able to hear comments from the member(s) participating by telephone.~~
- B. ~~Three (3) members of the City Council must be present in person at the meeting in order to form a quorum. Participation of a member by telephone shall not be included for the purpose of forming a quorum.~~
- C. ~~No more than two (2) members of the Governing Body may participate by telephone at any meeting of the Governing Body.~~
- D. ~~If the Mayor is not physically present at a meeting of the Governing Body and is participating by telephone, the mayor pro tempore shall act as chairman and preside over such meeting.~~
- E. ~~If a member of the Governing Body desires to participate in a meeting of the Governing Body by telephone such member must inform the City Recorder at least 24 hours before the meeting so that proper arrangements can be made for telephone participation.~~
- F. ~~Participation by telephone should be allowed only under circumstances when it would be difficult, burdensome, or onerous for the member to be physically present. In order to prevent abuse of this privilege, no single member of the Governing Body may participate by telephone more than three (3) times in any one calendar year.~~

MEMORANDUM



TO: Mayor and Council
DATE: February 27, 2014
FROM: Duane Huffman & Paul Holden
RE: **Golf Carts**

Staff was directed at a previous council meeting to return to the Council with more details and options related to the acquisition of golf carts for Lakeside Golf Course. Based on the number and age of our current fleet and a plan to develop an adequate fleet rotation program, our proposal at this time is to lease 20 new carts on a 4-year lease. The yearly payment for the lease is \$15,342. In addition, we propose to sell 17 older city-owned carts for a single payment of \$15,600.

Key Points:

- a) The cost per year per cart for a 5 year lease is \$681.85.
- b) The cost per year per cart for a 4 lease is \$767.13.
- c) We currently pay a total of \$20,718 for our 30 leased carts.
- d) The City currently has the following carts:
 - a. 20 city-owned 2008 carts
 - b. 7 city-owned "junk" carts
 - c. 4 city-owned utility carts
 - d. 10 leased 2009 carts (June 30, 2014)
 - e. 10 leased 2010 carts (June 30, 2015)
 - f. 10 leased 2012 carts (June 30, 2016)
- e) City-owned carts can be traded-in, and the value can be spread over the life of a new lease or used for up front annual payments.
- f) We need a minimum of 60 operable carts for normal use and up to 70 carts for a full tournament.
- g) The optimal age of carts is 3 years or less. In 2013, 40 of the City's 50 carts were over 3 years old.
- h) Staff believes that 5-year leases can be effectively used if (1) the carts are well maintained and (2) the majority of the fleet remains three years or younger.

Proposal:

- Lease 20 new carts on a 4-year lease at the beginning of the year to get our fleet up to 60. Yearly payments will be \$15,342.60, with trade-in value applied to the first year.
- Trade in 17 city-owned carts (10 2008's and 7 "Junk") for \$15,600, and apply this amount to the first year (2014) lease payment. The other 10 2008's will be traded in mid 2015.
- As currently scheduled, replace the ten 2008 leased carts with ten new carts in July on a 5-year lease.
- Plan for the proposed rotation schedule on the following chart.

Golf Cart Leases: 5-Year Leases

Fiscal Years Golf Seasons	FY 13/14 2013	FY 14/15 2014	FY 15/16 2015	FY 16/17 2016	FY 17/18 2017	FY 18/19 2018	FY 19/20 2019	FY 20/21 2020	FY 21/22 2021	FY 22/23 2022	FY 23/24 2023	FY 24/25 2024
2008	20	10										
2009	10											
2010	10	10										
2011												
2012	10	10	10	10								
2013												
2014		30	30	30	30	10						
2015			20	20	20	20	20					
2016				5	5	5	5	5				
2017					15	15	15	15	15	15		
2018						20	20	20	20	20	20	
2019							10	10	10	10	10	10
2020								20	20	20	20	20
2021									5	5	5	5
2022										15	15	15
2023											20	20
2024												10
Total	50	60	60	65	70							
Estimated Cost	\$20,718	\$36,061	\$42,617	\$46,026	\$49,435	\$47,730						
Trade In		(\$15,600)	?									
Cart Age 3 or less	10	40	50	55	40	40	45	50	35	45	40	45
Greater than 3	40	20	10	10	30	30	25	20	35	30	30	25

Cart Models

This includes the new 20 on a 4-year lease and the replacement of 10 carts on a 5-year lease from the expiring



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

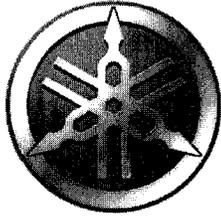
YAMAHA COMMERCIAL CUSTOMER FINANCE

02/27/2014 WEST BOUNTIFUL CITY, UTAH

YAMAHA CONDITIONAL SALE DOCUMENTATION

DOCUMENTS TO BE COMPLETED BY MUNICIPALITY

- CONDITIONAL SALE - MASTER AGREEMENT**
Authorized City Official signs as "Lessee" on page 4.
- EXHIBIT A - EQUIPMENT SCHEDULE NO. 108054**
Authorized City Official signs as "Purchaser".
- AMORTIZATION SCHEDULE**
To be initialed by the Authorized City Official signing the documents.
- GOVERNMENT PURCHASE ORDER**
If the city requires the use of Purchase Orders, please have them provide one with the documents. However, if they are not r
please include a signed statement on official city letterhead stating that a purchase order will not be required for this
transaction.
- CERTIFICATE OF ACCEPTANCE**
To be completed by course after cars are delivered. Attach a list of equipment serial numbers.
- INSURANCE LETTER**
To be completed by Purchaser. Letter is to be forwarded to Insurance Agent and a copy of the letter forwarded to Yamaha.
This letter is needed to assist the insurance agent in providing a certificate of insurance to Yamaha
showing the required coverage needed under our lease agreement.



YAMAHA

Commercial Customer Finance

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of February 27, 2014 by and between Yamaha Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and WEST BOUNTIFUL CITY, UTAH (hereinafter call "Purchaser") having its principal office and place of business at 550 N. 800 WEST, WEST BOUNTIFUL, UT 84087

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on the Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of The Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. **OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES**

OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or the Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to the Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and the Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or the Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or the Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or the Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in the Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. The Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

WEST BOUNTIFUL CITY, UTAH

YAMAHA MOTOR CORPORATION, U.S.A.

By: _____

By: _____

Print Name: _____

Print Name: Kim Ruiz

Title: _____

Title: Vice President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Conditional Sale Agreement dated as of February 27, 2014, _____, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

Secretary

SEAL

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 108054

Dated February 27, 2014

1. This Schedule covers the following property ("Equipment"):

20 YDRA EFI GOLF CARS

2. Location of Equipment:

LAKESIDE GOLF COURSE

1201 N. 1100 W.

WEST BOUNTIFUL, UT 84047

3. The Terms for the Equipment described herein shall commence on April 01, 2014 and shall consist of 48 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

4 MONTHLY PAYMENTS IN THE AMOUNT OF \$15,342.60 (APPLICABLE TAXES TO BE BILLED).

STARTING JULY 2014 AND ENDING JULY 2017. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jul-14 \$15,342.60 Jul-15 \$15,342.60 Jul-16 \$15,342.60 Jul-17 \$15,342.60

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$30,925.28

7. Other Terms:

Interest Factor: 3.4 %

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of this contract. Service is the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Master Agreement shall not relieve Purchaser of the responsibility under the Master Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated February 27, 2014

All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

WEST BOUNTIFUL CITY, UTAH

YAMAHA MOTOR CORPORATION, U.S.A.

✓ By _____
Signature

By _____
Signature

✓ Name: _____
Type or Print

Name: Kim Ruiz
Type or Print

Title: _____

Title: Vice President



Lakeside Country Club

Initialed By: _____

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: Lakeside Country Club
EQUIPMENT SCHEDULE # 108054**

Yield: 3.400%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	84,870.00
1	04/01/14	0.00	232.51	-232.51	85,102.51
2	05/01/14	0.00	233.14	-233.14	85,335.65
3	06/01/14	0.00	233.78	-233.78	85,569.43
4	07/01/14	15,342.60	234.42	15,108.18	70,461.25
5	08/01/14	0.00	193.03	-193.03	70,654.29
6	09/01/14	0.00	193.56	-193.56	70,847.85
7	10/01/14	0.00	194.09	-194.09	71,041.94
8	11/01/14	0.00	194.62	-194.62	71,236.56
9	12/01/14	0.00	195.16	-195.16	71,431.72
10	01/01/15	0.00	195.69	-195.69	71,627.41
11	02/01/15	0.00	196.23	-196.23	71,823.64
12	03/01/15	0.00	196.77	-196.77	72,020.40
13	04/01/15	0.00	197.30	-197.30	72,217.71
14	05/01/15	0.00	197.84	-197.84	72,415.55
15	06/01/15	0.00	198.39	-198.39	72,613.94
16	07/01/15	15,342.60	198.93	15,143.67	57,470.27
17	08/01/15	0.00	157.44	-157.44	57,627.71
18	09/01/15	0.00	157.87	-157.87	57,785.59
19	10/01/15	0.00	158.31	-158.31	57,943.90
20	11/01/15	0.00	158.74	-158.74	58,102.64
21	12/01/15	0.00	159.18	-159.18	58,261.81
22	01/01/16	0.00	159.61	-159.61	58,421.42
23	02/01/16	0.00	160.05	-160.05	58,581.47
24	03/01/16	0.00	160.49	-160.49	58,741.96
25	04/01/16	0.00	160.93	-160.93	58,902.89
26	05/01/16	0.00	161.37	-161.37	59,064.25
27	06/01/16	0.00	161.81	-161.81	59,226.06
28	07/01/16	15,342.60	162.25	15,180.35	44,045.72
29	08/01/16	0.00	120.67	-120.67	44,166.38
30	09/01/16	0.00	121.00	-121.00	44,287.38
31	10/01/16	0.00	121.33	-121.33	44,408.71
32	11/01/16	0.00	121.66	-121.66	44,530.37
33	12/01/16	0.00	121.99	-121.99	44,652.36
34	01/01/17	0.00	122.33	-122.33	44,774.69
35	02/01/17	0.00	122.66	-122.66	44,897.35
36	03/01/17	0.00	123.00	-123.00	45,020.35
37	04/01/17	0.00	123.34	-123.34	45,143.69
38	05/01/17	0.00	123.67	-123.67	45,267.36
39	06/01/17	0.00	124.01	-124.01	45,391.37
40	07/01/17	15,342.60	124.35	15,218.25	30,173.13
41	08/01/17	0.00	82.66	-82.66	30,255.79
42	09/01/17	0.00	82.89	-82.89	30,338.67
43	10/01/17	0.00	83.11	-83.11	30,421.79
44	11/01/17	0.00	83.34	-83.34	30,505.13
45	12/01/17	0.00	83.57	-83.57	30,588.70
46	01/01/18	0.00	83.80	-83.80	30,672.50
47	02/01/18	0.00	84.03	-84.03	30,756.53
48	03/01/18	0.00	84.26	-84.26	30,840.79
Totals:		61,370.40	7,341.19	54,029.21	

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 108054
dated February 27, 2014 to the Conditional Sale Agreement dated
February 27, 2014 between Yamaha Motor Corporation, U.S.A.
(the "Seller") and WEST BOUNTIFUL CITY, UTAH
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
20	YDRA EFI GOLF CARS	see attachment	NEW	LAKESIDE GOLF COURSE 1201 N. 1100 W. WEST BOUNTIFUL, UT 84047

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

WEST BOUNTIFUL CITY, UTAH

as Purchaser

By: _____
Name: _____
Title: _____

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

February 27, 2014

UTAH LOCAL GOVERNMENTS

ADDRESS: 55 SOUTH HIGHWAY 89

suzie@utahtrust.gov

Please Reference our Quote# **108054**

NORTH SALT LAKE, UT 84054

PHONE: (801) 936-6400

FAX: (801) 9360300

RE: LAKESIDE GOLF COURSE

(Customer) Account # _____

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

20 YDRA EFI GOLF CARS

WEST BOUNTIFUL CITY, UTAH

(Name of Debtor)

Equipment Location:

1201 N. 1100 W.



By: _____

(Signature of Authorized Officer)

WEST BOUNTIFUL, UT 84047



Title: _____

1 **West Bountiful City** **PENDING** **February 25, 2013**
 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 February 21, 2013 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
 7 **February 25, 2013, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Vice Chair Terry Turner, Alan Malan,
 12 Mike Cottle, and Laura Charchenko, Corey Sweat (alternate).

13

14 **MEMBERS/STAFF EXCUSED:** Chairman Denis Hopkinson.

15

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

18

19 **VISITORS:** Councilmember Enquist, Judy Bradshaw, Heather
 20 Cox, Matthew Cox, and Ryan Wilson.

21

22 The Planning Commission meeting was called to order at 7:30 p.m. by Vice Chairman Turner.
 23 Mike Cottle offered a prayer.

24 **I. Accept Agenda**

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

28 **Business Discussed:**

29 **II. Consider Conditional Use Application from Judy Bradshaw for a Home Occupation**
 30 **Business, Resurrection Day Spa, located at 1847 North 725 West**

31 Commissioner packets included a memorandum from Cathy Brightwell dated February 20, 2014
 32 regarding the CUP for Home Occupation – Resurrection Day Spa, a Conditional Use Permit
 33 application and Home Occupation permit from Judy Bradshaw along with a site plan.

34

35 Cathy Brightwell introduced the application for a home occupation business for Rezurrection
 36 Day Spa located at 1847 North 725 West. She stated that there are two applications for separate
 37 services from Heather Cox and Judy Bradshaw (agenda items 2 and 3), a mother and daughter
 38 living at the same residential location. Mrs. Bradshaw's business will be for esthetician services
 39 such as facials, waxing and body treatments. Ms. Brightwell noted that in their packet was a
 40 notice with signatures from 4 neighbors that were all notified of this application and she pointed
 41 out that there is plenty of parking on an RV pad at side of the house. Mrs. Bradshaw is in the
 42 process of completing the testing for her state license and staff proposes the commission consider
 43 her application tonight but delay issuing the permit until she submits a copy of her state license.
 44 Staff included affirmative findings along with their recommendations for conditions.

45 Vice Chairman Turner invited the applicant, Judy Bradshaw to the stand to address questions the
 46 Commissioners had.

- 47 • **Mike Cottle** inquired about the hours of business which Ms. Bradshaw responded would
 48 be 10:00 a.m. - 6:00 p.m.
- 49 • **Laura Charchenko** stressed the importance of keeping the parking condition
 50 compliance.
- 51 • **Alan Malan** recommended the language on the conditions read "clients will park on the
 52 property" instead of "on the driveway" or in front of the property.
- 53 • **Terry Turner and Corey Sweat** supported the applications as submitted.

54 **ACTION TAKEN:**

55 **Corey Sweat moved to approved the Conditional Use Permit and Home Occupation**
 56 **Permit for Judy Bradshaw/Rezurrection Day Spa located at 1847 North 725 West,**
 57 **West Bountiful with the following conditions: a copy of Mrs. Bradshaw's Utah**
 58 **Master Esthetician license will be submitted prior to issuance of permit; clients will**
 59 **park on the property or directly in front of the property; and no external signage**
 60 **will be allowed. A friendly amendment to add affirmative findings was requested by**
 61 **Laura Charchenko which are as follows: the proposed use is desirable to provide a**
 62 **service that will contribute to the general well-being of the neighborhood and**
 63 **community; will not be detrimental to the health, safety, or general welfare of**
 64 **persons residing in the vicinity, or injurious to property in the vicinity; shall not**
 65 **inordinately impact the streets in the area; and will comply with the regulations**
 66 **specified in the R-1-10 zoning ordinance. Cory Sweat accepted the friendly**
 67 **amendment and the motion was seconded by Alan Malan and voting was**
 68 **unanimous in favor.**

69

70 **III. Consider conditional use application from Heather Cox for a Home Occupation**
 71 **business, Heather Cox Cosmetology, located at 1847 North 725 West.**

72 Commissioner packets included a memorandum from Cathy Brightwell dated February 20, 2014
 73 regarding the CUP for Home Occupation business located at the same address as Rezurrection

74 Day Spa, a Conditional Use Permit application, and Home Occupation application from Heather
75 Cox/Cosmetologist. A site plan was also attached to the applications/permits.

76
77 Cathy Brightwell introduced the application and noted that Heather Cox will be working with her
78 mother, who was the previous applicant, in the capacity of a cosmetologist/hair dresser. The two
79 will work together at the same location. Ms. Cox is moving her existing business from Bountiful
80 to her home. Staff recommends the approval of this application with similar conditions as Ms.
81 Bradshaw's application. Ms. Brightwell noted that Heather Cox can be granted approval today
82 with no delay because she has an active state license which has been provided to staff.

83 Terry Turner invited Heather Cox to the stand to address the Commissioners.

- 84 • Alan Malan inquired about what type of business she would be doing. Ms. Cox
85 responded that she would be doing haircuts and styles.
- 86 • Laura Charchenko asked how often her license is due for renewal. Heather Cox
87 responded that her license needs to be renewed every two year. Mrs. Charchenko
88 reminded her that she needs to keep a current license on file while doing business.
- 89 • Corey Sweat and Mike Cottle had no comments/questions.

90

91 **ACTION TAKEN:**

92 **Laura Charchenko move to approve Heather Cox's Conditional Use Permit and**
93 **Home Occupation license located at 1847 North 725 West, West Bountiful with the**
94 **following affirmative findings: the proposed use is desirable to provide a service that**
95 **will contribute to the general well-being of the neighborhood and community; will**
96 **not be detrimental to the health, safety, or general welfare of persons residing in the**
97 **vicinity, or injurious to property in the vicinity; shall not inordinately impact the**
98 **streets in the area; and will comply with the regulations specified in the R-1-10**
99 **zoning ordinance, and with the following conditions: a current copy of Ms. Cox's**
100 **state cosmetology license, clients will park on the property or directly in front of the**
101 **property, and no external signage will be allowed. The motion was seconded by**
102 **Mike Cottle and voting was unanimous in favor.**

103

104 **IV. Consider conditional use application from Ryan Wilson for a 2 foot cantilever off the**
105 **rear of the house at 1894 North 800 West**

106 Commissioner packets included a memorandum from Ben White dated February 20, 2014
107 regarding a Conditional Use Request for Ryan Wilson, the conditional use application, and a
108 copy of the site plan.

109 Ben White introduced the applicant and informed the Commission that this application was
110 initially received late last summer. The application was denied by staff due to a conflict with the
111 City's ordinance and Mr. Wilson has been patiently waiting for a decision to be made regarding
112 a change to the city ordinances that would possibly allow his application to be in compliance
113 with city code. Mr. Wilson's application is in compliance with the recent code modification,
114 adopted February 4, 2014, allowing an accessory structure to occupy 35% of the rear yard. A

115 portion of the rear of the home will be 8' 4" from the unattached garage. A 10 foot distance
 116 between a main structure and an accessory building is required but with a conditional use permit
 117 the applicant can qualify for less. The cantilever is located in the kitchen area and does not make
 118 the footprint of the house any larger as it does not require any footings. Mr. Wilson is requesting
 119 to have an 8'4" setback instead of the required 10 foot.

- 120 • Terry Turner and Mike Cottle asked if there would be a problem with not having the 10
 121 foot required setback. Ben White responded that 10 feet is the requirement but 8 feet can
 122 be approved if conditions are found favorable. Mr. White stated that requirements and
 123 mandates can change from City Council to City Council. He feels that Mr. Wilson's
 124 request is safe and reasonable.
- 125 • Mr. Cottle had no problems with the permit if the 8 ft. setback was acceptable to staff.
- 126 • Corey Sweat revisited the size and location of the request and sees no issues.
- 127 • Laura Charchenko offered a friendly forewarning to the applicant that less footage would
 128 create a greater risk for a fire hazard. As long as Mr. Wilson understood that she was fine
 129 with granting the permit.
- 130 • Alan Malan questioned the height of the garage and if a fire truck would be able to gain
 131 access to the back of the property. In response to his inquiry, it was explained that there
 132 is a 14' gravel driveway with 10 foot side yard clearance which would be ample for fire
 133 safety access and the garage height meets requirements being between 24 and 25 feet
 134 high.

135 **ACTION TAKEN:**

136 **Alan Malan moved to approve the Conditional Use Permit which satisfied the criteria**
 137 **listed in 17.060.040 and in City Code 17.24.050 which allows the main structure to encroach**
 138 **within the applicant's request of 8' 4" of the existing detached garage. Mike Cottle**
 139 **seconded the motion and voting was unanimous in favor.**

140

141 **V. Discuss establishing processes for the following items:**

142 **a. Basements (Title 15) and**

143 **b. Flag lots (Title 16)**

144

145 Commissioner's packets included two separate memorandums dated February 20, 2014 from
 146 Ben White in regards to basements and flag lots.

147 Ben White noted that in the last meeting discussion took place regarding various land use
 148 processes the city uses. It was decided to take it a step at a time and so tonight he would like the
 149 Commissioners to discuss the process in applying for basements and flag lots.

150 **Basements**

151 Mr. White referred the Commission to a Resolution he found made in 1980 establishing floor
 152 elevations for buildings constructed in West Bountiful. The resolution (#2-80) sets *all finished*

153 *floor elevations at 12 inches above the curb, street or proposed street level adjacent to the*
 154 *building except where otherwise approved by the City Engineer and City Council.*

155 Ben White noted that he has not been seeing requests for 6 to 8 feet deep basements but more
 156 like 7 – 19 inches. While he likes options to be given he informed the Commissioners that
 157 minimum requirements were hard to come up with regarding the process of basements. He did
 158 not like having a checklist that even when met, may still not have favorable outcomes to the
 159 property owner's ability to have a basement, as each situation is different. He suggested that the
 160 language stays the same for basements and did not see any additional reliable criteria to use for a
 161 checklist.

- 162 • Alan Malan clarified the language regarding crawl space area. He did not see any need
 163 for changes.
- 164 • Laura Charchenko was unaware that property owner's could not use their crawl space for
 165 storage. She is okay with the language as long as the engineer understands the language
 166 and requirements.
- 167 • Corey Sweat feels maybe the language should be changed regarding the floor elevations
 168 because it is confusing. Ben White explained that although the language is a bit
 169 confusing, it is understood that the requirement is 12 inches above backside of curb.
- 170 • Mike Cottle had no comment.

171

172 **Flag Lots**

173 Ben White noted that establishing minimum criteria for flag lots is easier than basements.

174 In West Bountiful there are a lot of deep properties that could accommodate more than one
 175 building on the lot. He suggested that flag lot language be included in Title 16 because a
 176 property subdivision is required to create a flag lot and it appears to be the most logical place.
 177 He felt that there were some criteria that could be used to evaluate the basic application. Flag
 178 lots will still require a Conditional Use even after the minimum requirements are met.

- 179 • **Alan Malan** would like to discuss only one flag lot from a single staff. Not sure he likes
 180 counting the staff as part of the criteria. Ben White noted that it is 20 foot clear for fire
 181 code with a 16 foot gate. Ben White stated that fire code will always be in place. Alan
 182 is not sure that the fire code clearance should be part of the equation of the flag lot.
 183 Would like that language to be clarified as to where the lot begins and ends. Alan Malan
 184 would like to see stricter language in #1.
- 185 • **Mike Cottle** asked if flag lots need to meet the zoning requirement in which it is on.
 186 Ben White answered to the affirmative.
- 187 • **Laura Charchenko** reminded everyone that this is just a checklist to see if it would be
 188 worth their time to come to Planning Commission for the Conditional Use Permit.
- 189 • **Terry Turner** would like to see staff have a tool that would make their job easier as well
 190 as the citizen's life to see if they meet the criteria to come to Planning Commission.
- 191 • **Mike Cottle** agrees that a basic list of criteria would be helpful to both staff and citizens.
 192 Alan Malan agreed. Mr. Malan feels all of our ordinance should be clear.

- 193 • **Laura Charchenko** wonders if this has to be put into code, or if we just do a trial run for
 194 6 months. Ben White stated there is a bigger list of criteria. This list just seems to be the
 195 most important to consider. This procedure will help staff to direct the citizen as to
 196 whether or not to continue the process to go before Planning Commission.
- 197 • **Terry Turner** asked how many lots in West Bountiful would fall under this criteria.
 198 Ben White stated that off hand, there could be upwards of 30 lots that could be
 199 considered for flag lots.
- 200 • **Corey Sweat** asked if Ben would put together a map that would locate some possible
 201 lots that would qualify for a flag lot for them to study. Ben White noted that all along
 202 800 West there is a lot of potential flag lots.
- 203 • **Terry Turner** stated that the economy could create a lot of demand for cutting corners
 204 to putting multiple homes on narrow properties.

205 There was some discussion on studying the General Plan, but Mr. White stated that it would not
 206 be helpful, as the General Plan just has to do with zoning. It was also noted that there are a few
 207 lots that exceed the 250 feet limit. Property owners would need to agree to pay for a fire hydrant
 208 and be able to build farther than 250 feet.

209

210 **ACTION ITEM:**

211

212 Staff will work on drafting language from the suggestions and comments heard from the
 213 Commissioners tonight. Ben will bring some maps and fire code data to the next meeting.

214

215 **VI. Staff Report- BenWhite/Cathy Brightwell**

216

217 Ben White reported:

- 218 • Woodhaven trailer park will come before the commission at the next meeting to share
 219 their desired plans to rezone the property.
- 220 • Received new set of construction drawings for Olsen Farms 7. A for sale sign has been
 221 placed on the property.
- 222 • James Bruhn and other Chase property will be coming forward in the near future.
- 223 • Working with Holly for a site plan for their expansion.

224 Cathy Brightwell reported:

- 225 • That they will likely see an application for a Conditional Use for a Car Dealership at the
 226 next meeting.

227

228 **VII. Consider Approval of Minutes of February 11, 2014**

229

230 **ACTION TAKEN:**

231 **Alan Malan moved to approve of the minutes dated February 11, 2014 as presented. Laura**
232 **Charchenko seconded the motion and voting was unanimous in favor among those**
233 **members present.**

234

235 **VI. Adjournment**

236

237 **ACTION TAKEN:**

238 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting.**
239 **Laura Charchenkno seconded the motion. Voting was unanimous in favor. The meeting**
240 **adjourned at 8:35 p.m.**

241

242

MEMORANDUM



TO: Mayor & Council

DATE: February 27, 2014

FROM: Paul Holden, Duane Huffman, Heidi Voordeckers

RE: Golf Course Assistant Pro Recruitment

At the last council meeting, the importance of the assistant golf pro position at Lakeside Golf Course was discussed. Since this position was left vacant in October 2011, we have seen a decline in both league and tournament play, resulting in decreased revenues. It was informally agreed to pursue re-establishing this position in the current budget year in preparation for the 2014 golf season.

In anticipation of the recruitment process, staff has prepared the attached timeline and job description for your review. A draft job announcement will be distributed at Tuesday night's meeting. The anticipated starting salary range is \$30K-\$35K.

The timeline proposes advertising the opening locally and through the Utah PGA beginning March 6, 2014. Once the position closes, a hiring committee made up of the Mayor and four staff members will screen the applications, determining the top four to five applicants. These candidates will be brought in for a formal interview with the committee. Once these are narrowed to the top two candidates, we suggest a second round of interviews that will include a level of practical tests/activities. With the proposed timeline, it is expected that the committee will come to the Council with a final recommendation by mid-to-late April with an anticipated start date of May 5, 2014.

DATE	EVENT	RESPONSIBLE PARTY	STATUS
* Tuesday, March 4, 2014	Selection Process Presented	City Administrator	
March 6, 2014	Position Open/Advertised	City Recorder	
March 27, 2014	Position Closes	City Recorder	
April 1, 2014	Copies of Applications distributed to Selection Committee members for individual review	City Recorder/ City Administrator	
April 4, 2014	Selection Committee to discuss applications and determine top 4-5 candidates for interview	Hiring Committee	
April 10-11, 2014	Interviews of 4-5 candidates and narrow down to 2	Hiring Committee	
April 11, 2014	Background Checks of top 2 candidates	Police Chief, City Recorder	
April 15, 2014	Interview of top 2 candidates	Hiring Committee	
April 18, 2014	Conditional offer made	Golf Pro	
May 5, 2014	Estimated Start Date		

Proposed Dates and Times are subject to change at the request of the West Bountiful City Mayor and City Council

DRAFT Job Description

(The purpose of this draft is to focus on the day to day functions of the position. The final Job Description will include essential abilities, qualifications, FLSA status, etc)

Assistant Professional

Under the direction of the Director of Golf

Responsibilities: achieving sales targets through providing excellent customer service at all times, giving advice and up selling products and services, taking responsibility for the golf shop being tidy and professionally presented at all times, proactively promoting and merchandising the stock, stock control and where required, assisting with the ordering of stock and services, organize and deliver coaching for individuals and groups, assist in organizing and running competitions.

Operations

- To carry out opening and closing procedures following standard operating procedures for till reconciliation, site security, etc.
- To collect fees and process payments in line with Club procedures, including shop purchases and green fees.
- To assist in organizing and running tournaments, and other events, to help make them a success, in line with golf course policy.
- To organize and control play ensuring that customers receive the best service and enjoyment during their day.
- To organize and control the practice facilities ensuring that customers are able to practice according to the guidelines laid down by the club or operator.
- To organize and control the hire of all relevant equipment rentals.
- To offer the opportunity for customers of the golf course to play in a variety of formats, at the course and/or in tournament play.

Teaching

- To organize and deliver effective coaching for individuals and groups, ensuring that participants' needs are identified, coaching sessions are planned and delivered to develop participants' performance and the effectiveness of sessions is evaluated and reviewed.
- To assist with organizing and promoting junior golf.
- To deliver junior development courses that maximizes student progress and enjoyment in the game.

- To work on own initiative to build up client base for coaching.

People

- To act as onsite supervisor when the Director of Golf is not on duty.
- To prepare and allocate duties for golf shop staff when acting as shift supervisor.
- To promote positive customer relations, supporting other staff as needed.
- Under the guidance of the Director of Golf, to provide orientation and induction training for new staff.
- To establish and maintain effective working relationships with other employees, City Council Members / City staff, guests and visitors.

Retailing

- To supervise the daily operation of the golf shop under the direction of the Director of Golf.
- To offer specialist advice using product knowledge, recommend products and services to meet customer requirements.
- To achieve sales targets.
- To provide excellent customer service at all times.
- To ensure that the golf shop is clean, orderly, well-stocked and professionally presented at all times.
- To monitor and regularly update sales display areas, including window displays and merchandise in hot spots.
- To assist in organizing promotions to stimulate golf shop sales.
- To assist with stock control and ordering, pricing and bar-coding.
- To follow all established shop procedures, including those for payment processing, handling, customer complaints, opening and closing, Health and Safety, Security, etc.

Financial

- To complete cashing up and banking procedures when acting as shift supervisor.
- To complete daily reports, under the direction of the Director of Golf.

Marketing and Customer Service

- To provide excellent customer service at all times.
- To promote all golf course activities and services, acting as an ambassador for the facility.
- To assist with organizing corporate tournaments.

1 Minutes of the West Bountiful City Council meeting held on **Tuesday, February 18, 2014** at West
2 Bountiful City Hall, 550 N 800 West, Davis County, Utah.

3
4 Those in attendance:

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

12
13 **VISITORS:** Alan Malan, Corey Sweat, Renate Allen, Ron Dunlop, Wendy Green, Jason
14 Meservy, Conrad Jenson, Trisha Davis, Josh Davis, Ron Crandall, Mark Larson

15
16
17
18 Mayor Pro-Tem Mark Preece called the meeting to order at 7:32 pm. Scout Josh Davis gave the
19 scout oath, and the Pledge of Allegiance was led by Council Member Enquist.

20
21 **1. Accept Agenda**

22
23 **MOTION:** James Bruhn moved to approve the agenda as written. Debbie McKean
24 seconded the Motion which **PASSED** by unanimous vote of all members
25 present.

26
27 **2. Public Comment**

28
29 Corey Sweat (1078 W 600 N) commented on agenda item 9, the discussion on a three-year
30 budget plan for Lakeside Golf Course. Mr. Sweat has attended several council meetings and
31 reviewed the presentations on golf course operations. He expressed the desire to see future planning
32 of golf capital expenditures taken from net profit from the course now that the bond is paid off. He
33 would like the golf course to repay the City, but only after some reinvestment has been made into the
34 course for carts and other items that have been neglected.

35
36 **3. Expansion Presentation by Holly Frontier –Conrad Jenson**

37 Mr. Jenson presented a power point to the city council and members of the community
38 regarding the Holly modernization project that began in 2008. The goal of the presentation was to
39 illustrate the long range planning at the refinery, particularly for the newer council members. Holly
40 last presented an update in 2012, and had expected that the project would be completed by winter of
41 2014. Due to permitting issues, the completion date has now been pushed out to October 2015.

42
43 The modernization project consists of two phases. Phase 1 increases production from 31,000 barrels
44 per day of wax crude to 45,000 barrels per day. The project is underway and involves installing a
45 new crude unit, an FCC Unit, and a poly unit. In addition, the frozen earth propane storage unit was

1 closed last month and additional tanks and loading bays will be constructed this spring. Mr. Jenson
2 presented a plot map of the additions and changes to the refinery infrastructure that are part of the
3 first phase. He explained that, while there will be upgrades to the water treatment facility, Holly
4 anticipates having a neutral impact on water discharge rates.
5

6 Phase 2 includes the addition of smaller tanks so the refinery can take advantage of the lube oil
7 market. The product would be a high quality synthetic-like lube. The refinery is also reviewing the
8 potential for adding a hydrogen facility. The second phase would increase production of wax crude
9 from 45,000 barrels per day to 60,000 barrels per day.
10

11 Mr. Jenson displayed profile pictures of the new infrastructure, including views of the improvements
12 from the NE, E, and SE. Of particular interest was a new pipe rack and cooling tower, which will
13 emit water vapor/steam. These improvements are related to new emissions control regulations from
14 the state and will provide two systems so there will be some redundancy in emissions control.
15

16 Construction trailers are now beginning to show up on the refinery property, and there is increased
17 activity in the north east corner as they are digging and creating a staging area. The dirt is being
18 tested as it is moved and they have not found any hydrocarbon contamination. It will be used to
19 create sound berms. They have also started modifying the tanks on the east tank farm where they
20 process crude. Conrad has been working closely with Ben White and Duane Huffman on permitting
21 for this project.
22

23 Council member Enquist asked if there was a rail spur connected to the west side, which Mr. Jenson
24 confirmed.
25

26 Council member Ahlstrom questioned if the refinery owned the dirt road between 800 and 1100, just
27 north of Millcreek. Conrad explained that they do not have a road that connects 800 and 1100 in
28 their facility.
29

30 Council member Enquist then requested an explanation of how the project would reduce particulate
31 matter and SO₂. Mr. Jenson explained that both NO_x and SO₂ would be reduced by retrofitting
32 older sections of the refinery as well as the addition of new sulfur reducing equipment. Mr. Enquist
33 questioned whether the refinery has air monitoring equipment onsite, and Mr. Jenson responded that
34 they do monitor onsite and then send the results to the state.
35

36 There was some discussion on the total height of the new structure. Conrad explained new
37 flares/stacks will be about 150 feet, 70 feet shorter than their tallest stack. The stack at the scrubber
38 unit will be about 200 feet. Council member Enquist asked if the refinery has enough water to run
39 the new equipment, and Conrad explained that they are doing internal studies with the plan of being
40 net even on water impact.
41

42 **4. Annual Training for Open Meetings Act**

43 Duane Huffman presented a power point reviewing Utah open meeting requirements. He
44 expressed appreciation to the City Council for placing the item early on the agenda so that EmPAC
45 members could participate.

1
2 Mr. Huffman explained that the meetings of any public body are intended to conduct the business of
3 the people. State law requires that deliberations and actions be taken openly so that members of the
4 public are included in the process. The Open Meetings Act applies to all bodies created by statute or
5 ordinance, consisting of two or more people that are funded by tax revenue. Mr. Huffman presented
6 a list of all of the public bodies in West Bountiful.

7
8 A quorum is a meeting of three or more council members, in person or electronically, where city
9 business is discussed. This does not mean a chance meeting at a social event or similar circumstance.

10
11 All public meetings must be properly noticed (agendized) and recorded. Electronic meetings may be
12 allowed if approved by ordinance, however noticing requirements still apply. West Bountiful
13 currently allows electronic participation by telephone, and may want to consider updating the
14 ordinance to include new technologies, such as Skype.

15
16 A meeting may be closed in order to discuss specific items, as defined by state statute. The public
17 body requires a 2/3 vote of its members in order to go into a closed meeting. While in the closed
18 meeting, members may not stray from allowed stated purpose of discussion.

19
20 In addition, violations of the Open Meetings Act may void any action taken at the meeting and make
21 the City subject to any attorney/legal fees.

22
23 Council member Ahlstrom noted that it is expressly stated in Utah Code that members of a public
24 body may email each other without violating the Open Meetings Act, but should avoid deliberating
25 electronically.

26
27 **5. Discussion on Draft Meeting Procedures**

28 Mr. Huffman reviewed a memo explain that state law requires that the City Council adopt
29 rules and procedures for meetings. These must include parliamentary order, ethical behavior, and
30 civil discourse. Planning commission adopted bylaws a few years back that provided a fairly good
31 set of procedures, which Mr. Huffman summarized with the intent of getting council feedback.

32
33 Council member Ahlstrom commented that he would like the council to have some input on setting
34 the agenda. They typically do not see the agenda until it is already posted. Circulation of a draft
35 agenda and individual ability for council members to request agenda items would be helpful. He
36 also commented that the planning commission's requirement for recusal if there is a conflict of
37 interest is stricter than state statue. Council members McKean and Preece agreed that recusal isn't a
38 necessary requirement, and suggested that they abide by the provisions of the Municipal Officers
39 and Employees Ethics Act.

40
41 Mr. Huffman asked if the council was interested in making the public comment period an official
42 part of the meeting by way of these rules. Right now it is the practice, but they could make it a
43 formal element of future meetings. Council member McKean responded that she liked the idea of
44 making it a required part of the meeting.

45

1 Council was then asked how often and at what level they would like staff reports to be part of the
2 meeting. Council member Ahlstrom suggested that facts and findings be included with staff reports
3 when appropriate when a decision is brought before them. Steve Doxey explained that as a practical
4 point, staff reports would need additional time for his review if we were to change the format. Mr.
5 Huffman will look at some different options for staff reports.
6

7 Other points of discussion included electronic participation, and whether the council desired a
8 quorum to be physically present in order to hold a meeting. Mr. Huffman will draft a set of meeting
9 rules and procedures for discussion at a future meeting, including some options for presentation of
10 staff reports.

11
12 **6. Consider approval of interlocal agreement with Bountiful City to provide water service**
13 **to West Bountiful City**
14

15 Ben White explained that staff has incorporated the clarifications that were suggested at the
16 last meeting. The agreement involves West Bountiful purchasing up to 200 acre feet of water from
17 Bountiful City during the off season (October through April). Bountiful would like to keep the cap
18 at 200 annually because they are only interested in selling their excess capacity. Mr. White has
19 spoken with Bountiful and Weber Basin regarding the possibility of running water purchased from
20 Weber Basin through Bountiful pipes and into our tank. It seems that this is a viable option for the
21 City; however, Bountiful did not want to include it as part of this agreement. There are some finer
22 points to work out as far as how the water would be metered.

23 Council member Ahlstrom has reviewed the agreement and is recommending a few other items of
24 clarification that will be easy to incorporate, subject to review by the City Attorney.
25

26
27 **MOTION:** Debbie McKean moved to approve an interlocal agreement with Bountiful
28 City to provide water service to West Bountiful City subject to review by
29 City Attorney. James Bruhn seconded the Motion which **PASSED**.

30 The vote was recorded as follows:

31 James Ahlstrom – Aye
32 James Bruhn – Aye
33 Kelly Enquist – Aye
34 Debbie McKean – Aye
35 Mark Preece – Aye
36

37 **7. Consider Notice of Award to Kapp Construction & Development Inc. for the 900 W**
38 **Reconstruction Project in the amount of \$322,781.75, and set a Project Budget of**
39 **\$350,000**

40 Mr. White presented a memorandum recommending Kapp Construction as the lowest
41 responsible bidder on the 900 West reconstruction project. Council member Preece asked which

1 projects Kapp has done for us in the past. Mr. White responded that they completed a storm drain
2 project on 400 North in 2012, and privately constructed the Ranches at Lakeside Subdivision, and
3 has also worked on the subdivision in Bountiful City right below our water tank.

4
5 Council member Enquist suggested approving the project for the bid amount only, excluding any
6 overage. He feels it sends the wrong message to contractors and that the City Council meets often
7 enough that any change orders can be approved at the next meeting.

8
9 Mr. White explained that if we add anything to the project (asphalt square footage or a hydrant, for
10 example) the cost will change. We don't always know what is underground and sometimes have to
11 loop around, using additional fittings and parts. Oftentimes things come up while the project is under
12 construction.

13
14 Council member Ahlstrom recommended a smaller contingency, with a project budget of \$330,000
15 or \$335,000.

16
17 Council member Preece had no issues with the \$350,000 requested by staff.

18
19 Council members Enquist and McKean stated that staff should not be overlooking items during the
20 bid process. Mr. Huffman explained that it would be far more expensive to have bid specs
21 engineered to the level of detail that would guarantee no small changes, and Steve Maughan
22 commented that you would have to pot hole every service to be exact.

23
24 Council member Enquist agreed that a 5% contingency, or a \$335,000 project budget, is more
25 appropriate.

26
27 **MOTION:** James Ahlstrom moved to award to Kapp Construction & Development
28 Inc. the 900 West Reconstruction Project in the amount of \$322,781.75
29 and set a Project Budget of \$335,000. Debbie McKean seconded the
30 Motion which **PASSED**.

31 The vote was recorded as follows:

32 James Ahlstrom – Aye
33 James Bruhn – Aye
34 Kelly Enquist – Aye
35 Debbie McKean – Aye
36 Mark Preece – Aye
37

38 **8. Discussion on Draft Grazing Policy on City Property**

39 Mr. Huffman gave a brief history and explained the request from city council to review
40 leasing City properties for grazing. There are currently three potential areas the City could lease:
41 along 1200 N, non-developed portions near Birnam Woods Park, and the nature park at Jessi's
42 Meadows. There is some difficulty with the way the properties are designated on the subdivision
43 plats (specifically with the designation of the Jessi's Meadow park).
44

1 Council member Bruhn questioned how the City would determine when the policy applied, and if
2 there are other potential areas the City should consider leasing. He also considered the possibility of
3 leaving the property open to the public even though it is leased.

4
5 Council member suggested leasing preference be given to adjoining property owners. Mr. Huffman
6 recommended that the City use an equal opportunity process by providing some type of inexpensive
7 advertisement (newsletter, marquee, etc.). He also suggested that it be limited to West Bountiful
8 residents only as it's not primarily a revenue generating proposition.

9
10 There was some discussion on how the bid process would work. Would it be an all or nothing
11 proposition regarding acreage? Would the City allow multiple owners to lease the same parcel?
12 Council member Ahlstrom recommended that the city administrator determine bidding units based
13 on his discussion with interested lessees.

14
15 Council member Enquist felt that the Birnam Woods property does not qualify/fit this type of use.
16 Because it is next to a park it might not be appropriate to have animals grazing. Mr. Huffman
17 explained that there are already some interested property owners in Birnam Woods, and they would
18 like to see grazing for weed control. Council member McKean reminded the Council that those
19 property owners were promised that the City would come up with a solution for maintaining the
20 property. Council member Bruhn stated that we still need to grade and fill the area, whether or not
21 we decide to lease it.

22
23 Council member Bruhn questioned who would own the fencing and if it is removable. Mr. Huffman
24 responded that these issues could be addressed in the lease document. Council member Bruhn's
25 main concern is that the property could be left in worse condition than when it was leased.

26
27 Mr. Huffman stressed that he recommends the process be as simple as possible. Rent would need to
28 be paid in advance and the lessee would be required to comply with animal and nuisance ordinances.
29 In addition, the agreement should contain a clause that the property must be vacated with thirty days
30 notice from the City. Council member Ahlstrom suggested that in addition to the lessee
31 indemnifying the City that there also be insurance requirements, and Steve Doxey agreed. Staff will
32 take tonight's comments into consideration and prepare a draft resolution for recommendation at the
33 next city council meeting.

34
35 **9. Discussion on Draft 3-year Budget Plan for Lakeside Golf Course**

36 Mr. Huffman presented options for a 3 year budget for the golf course for fiscal years 2015,
37 2016, and 2017. Bottom line figures were calculated using revenue projects of 2% growth, which is
38 conservative but above average for the last 15 years. Operating expenses include minimal inflation
39 for fuel, employees, etc. If the City did not make investments or repay any debt over the next three
40 years, golf course net profit is estimated at \$144,000, \$150,000, and \$156,000 respectively.

41
42 Paul Holden and Marcus Fenton prepared a list of upcoming golf course needs, including carts, an
43 assistant pro position, a mechanic position, gates, updates to the cart staging area, irrigation,
44 maintenance equipment, cart paths, and trees. Three payback options were listed as well.

45

1 Using the spreadsheet, Mr. Huffman illustrated how different payback options would impact the
2 bottom line. He then plugged in Golf Course Staff's operating and capital recommendations for the
3 next three years and the council reviewed what the bottom line would look like (prior to any
4 payback).

5
6 Council member Ahlstrom asked if we had properly assessed all of the outstanding needs at the
7 course, and also if there was a portion of the debt that the Council would consider forgiving. Council
8 member McKean questioned what projects would have to be given up in the other funds while the
9 funds loaned to the golf course are tied up.

10
11 Mr. Huffman explained that the most pressing item on the list was the golf carts. Decisions on the
12 other items could wait until the budget process, and the repayment resolution redrafted at a later
13 time.

14
15 Council member Ahlstrom asked Council members Preece and Bruhn how the payback resolution
16 was drafted. For example, how did they select a percentage of gross revenues as opposed to other
17 methods? He prefers a process that would delay repayment to allow the golf course to resuscitate and
18 then consider an option that is a percentage of net profit. Council member Bruhn explained that the
19 decision was made to use gross revenues as a basis because there hasn't always been a net profit. If
20 managed improperly the course could still lose money. He does not feel that the expenditure
21 recommendations made by Paul are overly aggressive.

22
23 Council member Bruhn asked Paul if expenditures would be lower at the end of three years, or
24 would they continue at the same level for the next few years. Mr. Holden explained that some of the
25 items are one-time expenditures, and others are ongoing.

26
27 Council member McKean questioned the need for a mechanic if we have newer equipment and a
28 shorter lease rotation on the carts.

29
30 Council member Enquist stated he is concerned that we are already a little behind for the upcoming
31 season and that we really need an assistant pro down there. Council member Preece agreed.

32
33 Council member Ahlstrom said that, considering the outstanding needs, it would make sense to give
34 the golf course a three-year reprieve on pay back. Council member Preece supported that and
35 Council member Bruhn wouldn't be opposed some level of a reprieve so long as he understands the
36 spending. Council member Enquist suggested the repayment be delayed by a year and revisited once
37 we have a year under Paul's management and appropriate staffing levels.

38
39 Mr. Huffman explained that a recommendation for the carts and position could be presented at the
40 next meeting, which would still leave a margin of \$68k to allocate as part of the budget process. In
41 addition, the one year repayment reprieve could be included in the 2015 budget resolution, leaving
42 the current agreement intact but delayed.

43
44 Council member Bruhn expressed concern with the budget impact of ordering the carts now. Mr.
45 Huffman explained that it would be budget neutral this year because we would trade in some old
46 carts against the first year's payment; however, there would be the ongoing cost of the lease. The

1 question would be how we would hire and pay for an assistant before July 1 (the money would have
2 to be transferred from somewhere). Council member Ahlstrom suggested the money could come
3 from RAP tax. Alternately, the budget could be amended to increase the subsidy to the golf course
4 from the General Fund for the current year. Heidi Voordeckers stated that the cost for bringing the
5 position on in April could be estimated at an additional \$15,000 this year.
6

7 Mr. Huffman wrapped up by explaining he would bring forward a cart lease proposal for approval at
8 the first meeting in March, as well as a proposal for hiring an assistant pro (with the assumption that
9 we would hold a public hearing in the near future and amend the budget). Last, we would look at
10 options for providing a one-year repayment reprieve on the outstanding golf course debt as part of
11 the FY 15 budget process.
12

13 **10. Engineers Report**

- 14
- 15 - Ben White - The owners of the Wood Haven trailer park have come to the City
16 requesting a change in zoning to some-type of mixed use. We are not yet sure what
17 mixed use means to them. Council member Preece asked how many trailers there are in
18 the park and Mr. White responded that there are less than 100. Council member Bruhn
19 questioned how far the property is from the refinery and the blast zone. Council member
20 Ahlstrom stated that additional density would not fit what the refinery has requested (low
21 traffic, low density).
22
- 23 - The agreement between the City and UDOT for improvements to the drainage at 1200 N
24 will come before the City Council at a future meeting, totaling \$125,000. The amount
25 was determined by figuring the amount of pipe that was required from point A to point B.
26
- 27 - We have received a request from South Davis Sewer District to vacate a portion of 1200
28 N street where it was bisected by Legacy Highway on the west side. They have included
29 documentation on who paid for the road and waterline and how the road became the
30 city's property. Council member Bruhn questioned whether or not the City would be
31 compensated for releasing the road. Mr. Huffman stated that if the council wished, he
32 would begin negotiations with the district. We do get the benefit of no longer having to
33 service that portion of the road. Steve Maughan had some concerns with the City's
34 waterline being in the road, though we wouldn't necessarily have to give up the easement
35 to our line. It is a main line with a fire hydrant on it so we need to be careful how we
36 approach it.
37

38 **11. Planning Commission Report**

39

40 The planning commission is now caught up with their review of various ordinances. Staff has
41 suggested that they now look at processes for rezone requests, vacating easements, and lot-line
42 adjustments as the City currently refers to State code to handle these processes. Council member
43 Ahlstrom indicated that council might not want to require additional regulation of some of these
44 issues. Lot line adjustments, for example, are not required to come before city council per state code.
45 The Planning Commission also discussed basements and flag lots. Right now flag lots are a
46 conditional use but no criteria has been set for approval.

1
2 **12. Police Report**
3

- 4 - Todd Hixson - The reserve officer program is in gear and the department is looking to
5 open up a few more reserve positions now that we are fully staffed. The department only
6 has one reserve officer now. The program is great because we get more guys on the street
7 and it gives our officers the opportunity to teach. We are also looking for alcohol
8 enforcement officers.
9
10 - Our crossing guards are incredible and the most reliable around.
11
12 - Officer Wilkinson and Jacobson have both been released off of FTO.
13
14 - The EMPAC board has now filled all open seats. They are learning the budget process
15 and will be working on it at tomorrow night's meeting. They talked about touring some
16 emergency operation centers as part of their last meeting, but that has been difficult to
17 arrange.
18
19 - The vehicle use policy was implemented February 1st. In addition, the newly leased
20 vehicles are in and the trades have been returned.
21
22 - Chief Hixson expressed appreciation for the Council presence and support at the police
23 officer swearing in last week. Council members responded that they felt it was a nice
24 event and enjoyed being a part of it.
25

26 **13. Finance Report – January 2014**
27

28 Heidi Voordeckers presented the budget report for January. Revenues and expenditures are
29 in-line with expectations and there is little change from last meeting's report. She explained
30 that the budget process is well under way and much effort has been put in to getting feedback
31 from all of the departments. The golf course will begin hiring seasonal help shortly, requiring
32 additional HR time.
33

34 **14. Administrative Report**
35

36 Duane Huffman had no additional items to report.
37

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

40 Debbie McKean – The arts council is looking for a new chair person and has requested the
41 mayors help in recruiting someone. They would like to see if Carmack's would be our vendor
42 at the Fourth of July celebration. We are still waiting to hear if the Youth Council will be
43 running the games in the park – they did a great job last year. Mr. Huffman is working on
44 making the arts council official and meeting with them on March 6th. The spring newsletter
45 has been delayed as we are trying to pare down to five issues a year. Debbie is also working
46 on gathering names for the historic commission – she is hoping to gather ten total members.

1 There is some interest in including former long-time residents as part of the commission. She
2 went to the mosquito abatement conference in Seattle and she would like 10 minutes on the
3 next agenda to show a video. She would also like to include some information for scouts on
4 citizenships in the community related to West Bountiful on the City website.
5

6 Kelly Enquist – Attended the DUED meeting today. The discussion focused on Layton city
7 with a presentation by commercial realtors. He attended the Planning Commission meeting
8 as well.
9

10 James Bruhn – Attended the Wasatch Integrated Waste board meeting. Nine of their 19
11 members are new this term. They have a board retreat coming up where they will be
12 receiving open meeting training. They reviewed the Waste District budget and everything is
13 in line.
14

15 Mark Preece – Attended a sewer board meeting and youth city council meeting.
16

17 James Ahlstrom – Attended a Wasatch Front Regional Council meeting. They presented a
18 couple of proposals that might be of interest to West Bountiful. He will forward info to both
19 Mr. White and Mr. Huffman.
20

21 **11. Approval of Minutes from the February 4, 2014 City Council Meeting.**
22

23 **MOTION:** James Bruhn moved to approve the minutes from the February 4, 2014
24 meeting as presented. James Ahlstrom seconded the Motion which
25 **PASSED** by unanimous vote of all members present.
26

27 **12. Adjourn**
28

29 **MOTION:** James Bruhn moved to adjourn this meeting of the West Bountiful City
30 Council at 10:35 pm. Kelly Enquist seconded the Motion which **PASSED**
31 by unanimous vote of all members present.
32

33 -----
34
35 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all*
36 *members present on Tuesday, March 4, 2014.*
37

38
39 _____
40 HEIDI VOORDECKERS (CITY RECORDER)