

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
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Ben White

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Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION
AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM, ON TUESDAY,
MAY 3, 2016, AT THE CITY HALL AT 550 N 800 WEST**

6:00 PM – Work Session: Fiscal Year 2016/2017 Budget Development

7:30 PM – Regular Meeting:

Invocation/Thought – Mark Preece; Pledge of Allegiance – James Bruhn

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Final Plat Approval for a 2-Lot Subdivision for Jeff Olsen at 1752 N 1100 West.
4. Consider Resolution 388-16, A Resolution Naming the Chief of Police as the City Council Designee to Authorize Amplified Music in City Parks.
5. Consider Proclamation Declaring May 19, 2016 as Arbor Day in West Bountiful City.
6. Consider Ordinance 376-16 Creating a Planned Use Development for 9.13 acres of real property (previously known as “Pony Haven”) located within the City at approximately 690 West 1600 North.
7. Budget Officer Filing of Fiscal Year 2016/2017 Tentative Budget.
8. Consider Tentative Adoption of the Fiscal Year 2016/2017 Budget and Set Public Hearing.
9. Consider Motion to Adopt Employee Health Plans for Fiscal Year 2016/2017.
10. Engineering/Public Works Report.
11. Mayor/Council Reports.
12. Approve Minutes from the April 19, 2016 City Council Meeting.
13. Executive Session for the Purpose of Discussing Items Allowed, Pursuant to Utah Code Annotated 52-4-205.
14. Adjourn.

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

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on April 28, 2016.



West Bountiful City

Tentative Budget Message for Fiscal Year 2017

To the Honorable Mayor Romney, City Council, and residents of West Bountiful City:

Utah Code Annotated § 10-6-111 requires the budget officer to prepare and file with the City Council a tentative budget for the coming fiscal year on or before the first regularly scheduled City Council meeting in May. This budget message introduces a tentative budget for the July 1, 2016 – June 30, 2017 fiscal year.

After reviewing and making any changes it deems advisable, the City Council will adopt the tentative budget and set a public hearing to consider its final approval. The tentative budget adopted by the Council must be available to the public at least 10 days prior to the public hearing. The final budget must be approved before June 22, unless a truth-in-taxation process is initiated to consider an increase in property taxes.

TENTATIVE BUDGET SUMMARY

To organize and account for the several types of services provided, the budget is divided into several funds. Governmental funds are organized to show the revenues and expenses for services that are provided primarily through taxes. For West Bountiful City, these include the General Fund (administration, public safety, street maintenance, parks, community development, etc.), Recreation Arts & Parks (RAP) Tax Fund, Redevelopment Agency (RDA) Fund, Impact Fee funds, and various capital improvement funds. Enterprise funds represent services that are similar to commercial operations – these include the Water Fund, Golf Course Fund, Storm Water Fund, and Solid Waste Fund.

The sections below outline the proposed financial policies of the city, describing the reasons for important changes from the previous fiscal year in revenues and expenditures:

GENERAL FUND

Overall, the health of the General Fund continues to improve from the lows experienced since FY 2008. The tentative budget proposes modest increases in revenue projections and expenditures. In addition, this budget takes the approach of first expending the most restrictive funds (e.g. Class C Road Funding) so as to preserve the most flexible funds moving forward. Based on current projections and plans, the tentative budget has the General Fund end the year with a fund balance of \$811K, which is roughly 20% of revenue for a year.

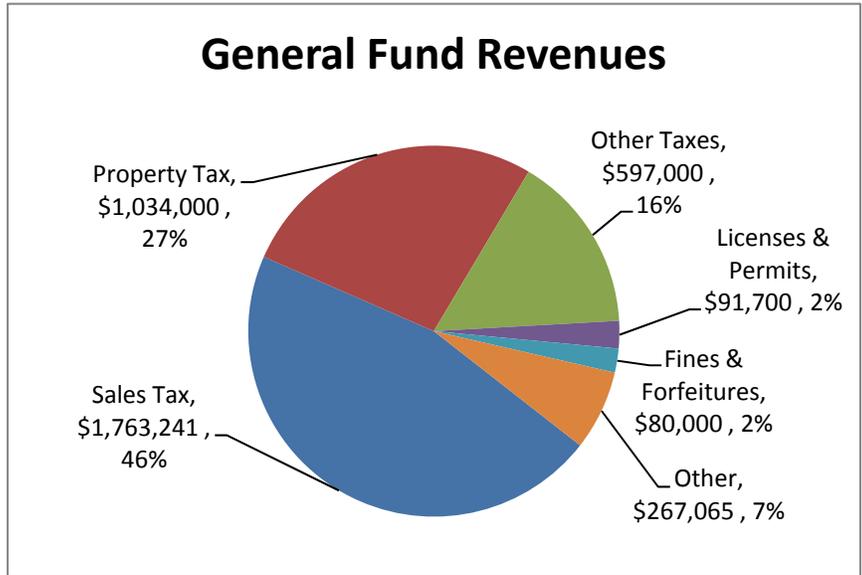
General Fund Revenues –

The FY 2017 tentative budget includes a conservative growth rate estimate of 2% for sales tax over the estimated collections of FY 2016.

The tentative budget does not propose an increase in property taxes or fee increases.

Revenues see significant increases based on the expiration of certain sales tax sharing with developments and the implementation of the Proposition One sales tax for transportation.

Total revenues are projected at \$3,833,006, with an additional \$64,475 coming from previous fund balance.



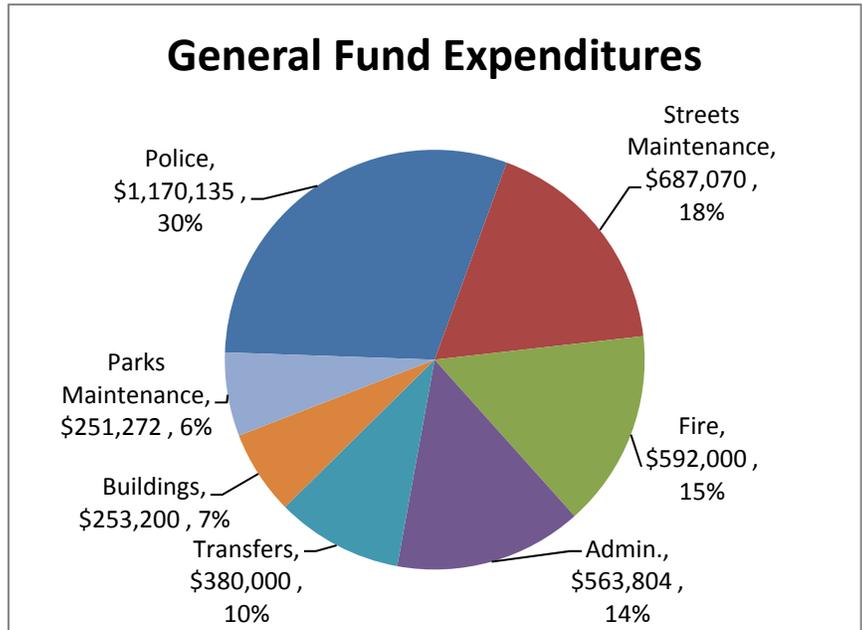
General Fund Expenditures –

This year’s tentative budget makes significant investments designed to improve long term efficiency and enhance the quality of services.

In terms of capital investments, the budget contemplates \$123K in increases for buildings and technology, \$201,900 for equipment.

In terms of human capital, the budget invests \$60K for an additional full-time employee for parks and facility maintenance. The budget also includes additions for a 1.5% increase in health premiums and the standard merit increases, combining for a total increase of \$10K.

Finally, the budget includes a 23% increase in Fire Service costs based on a higher than normal personal property taxes.



RAP TAX FUND

Collection of RAP Tax revenues continues to grow with standard sales tax inflation. The tentative budget includes investments in parks and trail improvements (\$23K), asphalt treatment for the Prospector Trail and City Park parking lot (\$37K), and a transfer to the Golf Fund for course improvements (\$100K). An additional \$66K will be retained in the RAP Fund for future year improvements, leaving a balance of \$171K.

IMPACT FEES & CAPITAL IMPROVEMENT FUNDS

To better account for projects that span multiple fiscal years, as well as to keep fluctuations in the General Fund to a minimum, the FY 2017 tentative budget includes several project-specific capital improvement funds. Designated resources from the Streets Capital Improvement Fund (property taxes designated for streets), Impact Fee funds, Storm Water Fund, and the Water Fund are allocated to specific projects. Any remaining balances at the conclusion of a project will be transferred back to their originating fund. Capital Improvement funds include:

- 1200 N Storm Water Improvements - closing out fund from FY 16 project.
- Pages Lane Improvements (water line replacement, sidewalk improvements, and street repair) – closing out fund from FY 16 project.
- New fund to save for a future Public Works Yard/Improvements.

WATER FUND

After the rate decrease in FY 2015, Water Fund revenues for FY 2017 are projected to be stable at \$1.37 million. The tentative budget includes increases for equipment, such as the fund's share for a loader and roller to assist with asphalt patching from water projects in streets. Capital improvement spending includes \$500,000 for the 500 South project and \$1 million set aside for a new culinary water well, which is in the planning stage.

GOLF FUND

The City has continued to experience revenue increases over the past few golf seasons. These increases are attributed to successful management, course improvements, and great weather. The proposed expenditures reflect a continued strategy of catching-up on deferred needs, including investments in a new tee mower (lease), exterior fencing, equipment for grounds crew and the driving range, chemical storage for the maintenance area, increased advertising, and improvements to the 11th tee.

OTHER FUNDS

The following bullet-points outline FY 2017 tentative budget highlights from other funds:

- *Redevelopment Fund* – A decrease in revenue and corresponding decrease in developer disbursements associated with the staggered expiration of the Gateway and Commons redevelopment projects.
- *Storm Water Utility Fund* – Funding for more technology to maximize employee time for reporting and inspections.

- *Solid Waste Fund* – A small increase to purchase additional replacement garbage and recycling cans.

Overall, the FY 2017 tentative budget is designed to make strategic investments with available funds while retaining the flexibility to pull back spending when required by fluctuations in future year revenues.

To conclude this tentative budget message, I extend gratitude for the hours invested by the Council and staff in carefully considering the best approaches to fulfill West Bountiful City's mission of serving residents and businesses. I also thank the residents who take interest in making West Bountiful such a wonderful community.

Respectfully,



Duane Huffman
City Administrator/Budget Officer
West Bountiful City

FY 2016/2017 TENTATIVE BUDGET

General Fund Water Fund Items

L FUND

Commons Sales Tax Sharing	380,000	0	
West Yard Fund Transfer	380,000	1	
Software/Server Update - Citywide	12,000	1	
Plotter/Scanner	9,000	1	
City Hall - Roof	10,000	1	
City Hall - Extra Maintenance/Lights	20,000	1	
City Hall - HVAC	14,000	1	
Continuing Education	-	0	
Historic Commission	1,500	1	
Police - Radios	72,000	1	
Police - Vehicles (previous year's)	30,000	1	
Police - Copier	6,200	1	
Streets - Crack Seal	5,000	1	
Street - Sweeping	10,000	1	
Streets - Box Scraper	3,600	0	
Streets - Welder	2,000	1	
Streets - Roller/trailer	17,500	1	split 50/50
Streets - Loader	63,500	1	split 50/50
Streets - Backhoe	900	1	
Streets - Pickup	15,000	1	
Streets - Salt Storage	50,000	1	GF Road Funding Available
Streets - Overlay	100,000	0	36,800
Streets - Additional Sidewalk Maint.	15,000	0	
Streets - Sidewalk Gap	25,000	1	Other Road Funds Available
Streets - 700 W	50,000	1	80,797
Streets - Jessi's Meadows	525,000	1	
Streets - 660 West	150,000	0	Total Road Funding Available
			117,597
Parks - Additional Full-time	57,678	1	
Parks - Volunteer Supplies	1,000	1	
Parks - Tree Maintenance	4,000	1	
Parks - Trail Weeds	3,300	1	
Parks - Hoist	1,000	1	
Parks - Bowery Maintenance	2,000	1	
Parks - Trail Cans	4,000	RAP	
Parks - Restroom Heater	4,000	RAP	
Parks - Security Cameras	15,000	RAP	
Storm Drain Project Transfer	-	0	
FUND			
Water - Additional Pump	2,500	1	
Water - Pogo Stick	3,000	1	
Water - Valve Lids	2,000	1	
Water - GPS	20,000	1	
Water - Backflow	10,000	1	
Water - Loader	63,500	1	
Water - Roller	17,500	1	
Storm - Tablet	1,500	1	

RAP Park Impact Funds Overview

		<u>RAP</u>	<u>Park Impact</u>
FY15 Beginning Balance		184,669	129,601
FY15 Total Revenues		222,288	21,510
Total Available FY15		406,957	151,111
FY15	Birnam Woods	34,689	
	Trail restroom	0	125,602
	Trees/Trail	18,921	
	RAP - General	24,434	
FY16 Beginning Balance		328,914	25,509
FY16 Projected Revenues		222,288	40,000
Total Available FY16		551,202	65,509
FY16	Birnam Woods	31,950	
	Trail Restroom	0	15,000
	Park/Playground	214,000	41,600
	Park/Volleyball	85,000	
	Park/Basketball	48,000	
	Golf Transfer - Cart Paths	45,000	
	Trail - Plowing	10,000	
	RAP - General	4,500	
FY17 Beginning Balance		112,752	8,909
FY17 Projected Revenues		224,000	40,000
Total Available FY17		336,752	48,909
FY17	B Woods Improvements		
	Trail Improvements	4,000	
	City Park Improvements	19,000	
	Charnell Park		
	Equipment		
	Golf Transfer	100,300	
	Asphalt Maintenance	37,200	
RAP - General	4,500		
FY17 Ending Balance		171,752	48,909

General Fund Overview

	Actual 2010-11	Actual 2011-12	Actual 2012-13	Actual 2013-14	Actual 2014-2015	BUDGET 2015-2016	ESTIMATE 2015-2016	1st Look 2016-2017	V.2 2016-2017	Tentative 2016-2017
OPENING FUND BALANCE	\$ 442,977	\$ 665,980	\$ 819,406	\$ 1,047,076	\$ 1,292,399	1,296,293	1,300,184	1,080,873	876,564	875,564
REVENUES										
Property Tax	591,494	1,068,194	1,008,091	1,021,561	708,193	1,034,069	1,414,000	1,034,000	1,034,000	1,034,000
Sales Tax	1,130,560	1,206,852	1,237,674	1,331,835	1,366,648	1,416,526	1,495,094	1,378,818	1,763,241	1,763,241
Other Taxes	426,049	416,848	456,275	486,370	501,146	437,000	428,000	597,000	597,000	597,000
License and Permits	73,384	89,972	206,553	101,861	119,965	91,250	136,450	93,200	93,200	93,200
Fines and Forfeitures	137,655	92,990	77,169	83,642	88,501	80,000	55,000	80,000	80,000	80,000
Other	377,328	265,196	431,470	446,515	278,679	239,700	246,700	253,941	253,900	253,900
Contributions and Transfers	13,189	33,837	2,294,769	33,251	17,544	11,665	(444,335)	7,165	11,665	11,665
Total Revenues	2,749,658	3,173,890	5,712,002	3,505,035	3,080,676	3,310,210	3,330,909	3,444,123	3,833,006	3,833,006
EXPENDITURES										
Personnel	1,173,362	1,081,025	1,260,226	1,283,783	1,286,452	1,419,748	1,423,148	1,426,498	1,432,359	1,488,122
Contract Services	177,241	194,216	188,611	176,386	186,149	189,843	201,243	197,643	203,300	203,300
Operating	568,528	807,228	513,992	654,258	655,086	766,898	748,998	718,997	771,960	773,960
Capital	117,423	51,767	572,065	488,902	27,915	90,200	90,200	-	352,100	304,100
Fire	329,774	371,762	398,817	416,408	435,345	480,029	480,029	504,031	504,000	592,000
Debt Service	160,328	162,628	2,128,951	153,502	153,443	156,000	156,000	156,000	156,000	156,000
Transfers Out	-	351,840	421,669	86,473	328,500	422,911	655,911	-	380,000	380,000
Total Expenditures	2,526,655	3,020,464	5,484,332	3,259,712	3,072,890	3,525,629	3,755,529	3,003,168	3,799,719	3,897,482
ENDING FUND BALANCE	665,980	819,406	1,047,076	1,292,399	1,300,184	1,080,873	875,564	1,521,827	909,852	811,088
Reserved for Class "C" Roads	146,798	(20,489)	79,896	109,689		-	-			-
Reserved for Debt Service	162,287	162,487	-							
Reserved for Other				12,478	24,511	12,478	12,478	172,478	12,478	49,278
Less Due from other Funds	449,924	449,924	452,250	456,149	457,117	456,149		456,149	-	
AVAILABLE FUND BALANCE	(93,029)	227,484	514,930	714,083	818,556	612,246	863,086	893,200	897,374	761,810
	-3%	7%	9%	20%	27%	18%	23%	26%	23%	20%
	24%	26%	31%	37%	42%	33%	23%	44%	24%	21%

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
GENERAL FUND										
TAXES										
10-31-110	CURRENT YEAR PROPERTY TAXES	963,719	975,605	647,913	974,069	1,350,000	974,000	974,000	974,000	(will likely increase before June)
10-31-111	PROPERTY TAXES - PY COLLECTIONS	-	3,975	18,271	15,000	19,000	15,000	15,000	15,000	
10-31-112	VEHICLE FEES	44,372	41,981	42,009	45,000	45,000	45,000	45,000	45,000	
10-31-130	SALES AND USE TAXES	1,737,445	1,851,033	1,919,472	1,978,630	1,919,472	1,957,862	1,957,862	1,957,862	2% Increase Forecasted
10-31-142	MUNICIPAL ENERGY SALES TAX	225,163	258,312	291,084	225,000	225,000	225,000	225,000	225,000	
10-31-144	FRANCHISE TAXES - NATURAL GAS	92,259	102,859	89,858	85,000	85,000	85,000	85,000	85,000	
10-31-146	MUNICIPAL TELECOMM TAX	120,769	108,310	103,519	110,000	100,000	110,000	110,000	110,000	
10-31-149	TRANSPORTATION SALES	-	-	-	-	-	160,000	160,000	160,000	
10-31-150	ROOM TAX	18,084	16,889	16,685	17,000	18,000	17,000	17,000	17,000	
TAXES Total		3,201,811	3,358,964	3,128,811	3,449,699	3,761,472	3,588,862	3,588,862	3,588,862	
LICENSES AND PERMITS										
10-32-210	BUILDING PERMITS	109,922	34,508	62,343	40,000	70,000	40,000	40,000	40,000	
10-32-211	PLAN CHECK FEES	61,564	22,480	22,499	20,000	33,800	20,000	20,000	20,000	
10-32-212	ELECTRICAL FEES	454	540	450	200	450	500	500	500	
10-32-216	MECHANICAL FEES	184	180	135	50	200	200	200	200	
10-32-220	BUSINESS LICENSE	27,824	28,377	27,466	28,000	27,000	28,000	28,000	28,000	
10-32-295	OTHER PERMITS - EXCAVATION	4,945	4,841	5,075	1,500	3,000	3,000	3,000	3,000	
LICENSES AND PERMITS Total		204,893	90,926	117,968	89,750	134,450	91,700	91,700	91,700	
INTERGOVERNMENTAL REVENUE										
10-33-310	CLASS 'C' ROAD FUNDS	179,899	171,853	181,241	172,000	172,000	211,241	211,200	211,200	
10-33-320	GRANTS - STATE	79,448	9,767	12,206	2,600	2,600	2,600	2,600	2,600	
10-33-340	GRANTS - FEDERAL	-	25,890	443	-	-	-	-	-	
10-33-345	GRANTS - COUNTY/OTHER	-	-	25,000	25,000	25,000	-	-	-	
10-33-380	STATE LIQUOR FUND ALLOTMENT	8,683	9,508	8,401	8,400	8,400	8,400	8,400	8,400	
INTERGOVERNMENTAL REVENUE Total		268,030	217,018	227,290	208,000	208,000	222,241	222,200	222,200	
CHARGES FOR SERVICES										
10-34-420	SUBDIVISION FEES	29,821	32,029	19,598	20,000	20,000	20,000	20,000	20,000	
10-34-440	PARK RESERVATION FEES	4,395	4,365	4,545	3,700	3,700	3,700	3,700	3,700	
10-34-460	SALE-COPIES, MAPS & OTHER	-	3	95	-	-	-	-	-	
10-34-465	POLICE REPORTS & OTHER REIMBRS	1,660	10,935	1,997	1,500	2,000	1,500	1,500	1,500	
CHARGES FOR SERVICES Total		35,875	47,332	26,235	25,200	25,700	25,200	25,200	25,200	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
FINES AND FORFEITURES										
10-35-510	FINES & FORFEITURES	77,169	83,642	88,501	80,000	55,000	80,000	80,000	80,000	May be too high based on current year
FINES AND FORFEITURES Total		77,169	83,642	88,501	80,000	55,000	80,000	80,000	80,000	
MISCELLANEOUS REVENUE										
10-36-600	INTEREST EARNED - GENERAL	5,240	4,180	10,861	5,000	5,000	500	5,000	5,000	
10-36-611	INTEREST EARNED - OTHER/TRUST	109	1,116	18	-	-	-	-	-	
10-36-630	YOUTH COUNCIL FUNDRAISER	3,759	100	78	-	-	-	-	-	
10-36-640	SALE OF FIXED ASSETS	-	14,500	-	-	-	-	-	-	
10-36-650	FACILITY RENTAL	50	160	50	-	1,000	-	-	-	
10-36-685	ADVERTISING REVENUE	240	160	40	-	-	-	-	-	
10-36-690	MISC. REVENUE	21,521	37,340	20,984	8,000	14,000	8,000	8,000	8,000	
MISCELLANEOUS REVENUE Total		30,919	57,556	32,031	13,000	20,000	8,500	13,000	13,000	
CONTRIBUTIONS AND TRANSFERS										
10-38-800	TRANSFERS FROM WATER FUND	-	-	-	-	-	-	-	-	
10-38-805	TXFR FROM CAPITAL IMPROVEMENT FUND	-	135,000	-	-	-	-	-	-	
10-38-810	JULY 4TH DONATIONS/FEES	5,000	6,000	6,000	-	-	-	-	-	
10-38-820	K-9 DONATIONS	475	-	-	-	-	-	-	-	
10-38-860	CONTRIBUTIONS - PRIVATE	98,181	-	-	-	-	-	-	-	
10-38-870	TXFR'S FROM RAP TAX FUND	1,600	14,200	4,500	4,500	4,500	4,500	4,500	4,500	Arts Council
10-38-894	TXFR'S FROM CAP PROJECTS	-	-	-	5,823	5,823	-	-	-	
10-38-895	TXFR'S FROM STREET IMPACT FEES	145,000	-	-	-	-	-	-	-	
10-38-896	TXFR'S FROM CAPITAL STREETS	-	7,500	-	-	-	-	-	-	
10-38-897	FROM POLICE FACILITIES FUND	4,020	2,165	2,165	2,165	2,165	2,165	2,165	2,165	
10-38-898	TRANSFERS FROM PARK IMPACT FEE	326,800	4,090	-	-	-	-	-	-	
10-38-899	CONTRIBUTIONS - FUND BALANCE	-	60,509	-	213,712	-	-	-	64,475	
10-38-900	CONTRIBUTIONS - CLASS C BALANCE	-	-	-	-	-	-	-	-	
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	1,812,000	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		2,393,076	229,464	12,665	226,200	12,488	6,665	6,665	71,140	
TOTAL GENERAL FUND REVENUE		6,211,773	4,084,902	3,633,595	4,091,849	4,217,110	4,023,167	4,027,627	4,092,102	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
LEGISLATIVE										
10-41-110	SALARIES & WAGES	26,264	26,034	32,792	37,270	37,270	37,270	37,270	37,270	
10-41-115	SALARIES & WAGES - CC MTGS	-	-	-	2,100	2,100	2,100	2,100	2,100	
10-41-132	WORKERS COMP INSURANCE	45	45	51	60	60	60	60	60	
10-41-133	FICA TAXES	2,147	2,116	2,646	2,851	2,851	2,851	2,851	2,851	
10-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	175	179	61	200	200	200	200	200	
10-41-230	TRAVEL	1,800	1,800	1,800	2,300	2,300	2,300	2,300	2,300	
10-41-330	SEMINARS & CONVENTIONS	2,084	2,319	2,857	2,500	2,500	2,500	2,500	2,500	
10-41-610	MISCELLANEOUS SUPPLIES	508	1,301	1,412	1,000	2,000	2,000	2,000	2,000	
LEGISLATIVE Total		33,022	33,794	41,620	48,281	49,281	49,281	49,281	49,281	
COURT										
10-42-110	SALARIES & WAGES	-	-	-	-	-	-	-	-	
10-42-113	OVERTIME-BAILIFF	-	-	-	-	-	-	-	-	
10-42-125	LONG TERM DISABILITY	3	4	-	-	-	-	-	-	
10-42-130	RETIREMENT	-	62	-	-	-	-	-	-	
10-42-131	GROUP HEALTH INSURANCE	64	17	-	-	-	-	-	-	
10-42-132	WORKERS COMP INSURANCE	12	52	-	-	-	-	-	-	
10-42-133	FICA TAXES	37	-	-	-	-	-	-	-	
10-42-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	-	-	-	-	-	-	-	-	
10-42-240	OFFICE SUPPLIES EXPENSE	-	-	-	-	-	-	-	-	
10-42-241	POSTAGE	-	-	-	-	-	-	-	-	
10-42-310	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	
10-42-311	LEGAL FEES	24,000	24,000	24,000	24,000	27,900	31,800	31,800	31,800	Public Defender
10-42-330	SEMINARS AND CONVENTIONS	-	-	-	-	-	-	-	-	
10-42-440	BANK CHARGES	-	-	-	-	-	-	-	-	
10-42-460	STATE SURCHARGES	-	-	-	-	-	-	-	-	
10-42-620	WARRANT SERVICES	-	-	-	-	-	-	-	-	
10-42-621	WITNESS FEES	351	438	533	500	500	500	500	500	
COURT Total		24,467	24,625	24,533	24,500	28,400	32,300	32,300	32,300	
ADMINISTRATIVE										
10-43-110	SALARIES & WAGES	120,818	103,977	115,264	132,612	132,612	136,038	136,038	136,038	
10-43-114	SALARIES & WAGES - TEMP/P-TIME	2,200	12,302	11,970	13,000	13,000	13,000	13,000	13,000	
10-43-125	LONG TERM DISABILITY	558	648	681	796	796	800	800	800	
10-43-130	RETIREMENT	17,296	20,820	20,164	25,952	25,952	24,055	24,055	24,055	
10-43-131	GROUP HEALTH INSURANCE	18,684	26,113	23,649	26,699	26,699	28,835	27,099	27,081	
10-43-132	WORKERS COMP INSURANCE	220	242	795	1,845	1,845	2,000	2,000	2,000	
10-43-133	FICA TAXES	9,185	9,176	9,668	11,139	11,139	11,401	11,401	11,401	

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10-43-134	ALLOWANCES - VEHICLE	1,600	2,200	2,400	2,400	2,400	2,400	2,400	2,400	
10-43-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	4,189	5,099	4,727	5,000	5,000	5,000	5,000	5,000	
10-43-240	OFFICE SUPPLIES & EXPENSE	4,744	4,920	4,362	5,000	5,000	5,000	5,000	5,000	
10-43-241	POSTAGE	1,589	1,878	1,729	2,000	2,000	2,000	2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	7,080	6,032	6,764	6,000	6,000	6,000	6,000	6,000	
10-43-311	CONSULTING SVCS - COMPUTER	10,206	10,691	8,803	12,500	12,500	12,500	12,500	12,500	
10-43-330	EDUCATION AND TRAINING	1,393	2,078	1,440	2,000	2,000	2,000	2,000	2,000	
10-43-440	BANK CHARGES	11,529	12,041	12,792	12,000	12,000	12,000	12,000	12,000	
10-43-620	MISCELLANEOUS SERVICES	-	1,030	-	2,200	2,200	2,200	2,200	2,200	
10-43-621	ADVERTISING	3,118	1,402	2,917	3,000	3,000	3,000	3,000	3,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	-	-	7,876	1,700	1,700	-	10,000	12,000	City Servers
10-43-741	CAPITAL OUTLAY - SOFTWARE	3,800	-	299	-	-	-	-	-	
ADMINISTRATIVE Total		218,421	220,649	236,302	265,843	265,843	268,229	276,493	278,475	
ENGINEERING										
10-46-110	SALARIES & WAGES	41,267	44,044	48,926	48,154	48,154	49,117	49,117	49,117	
10-46-125	LONG TERM DISABILITY	248	288	294	289	289	300	300	300	
10-46-130	RETIREMENT	7,448	9,252	10,010	9,535	9,535	8,779	8,779	8,779	
10-46-131	GROUP HEALTH INSURANCE	7,194	8,620	8,080	8,871	8,871	9,581	9,004	9,000	
10-46-132	WORKERS COMP INSURANCE	744	864	926	1,093	1,093	1,100	1,100	1,100	
10-46-133	FICA TAXES	3,118	3,701	3,774	3,684	3,684	3,757	3,757	3,757	
10-46-134	ALLOWANCES - VEHICLE	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	290	-	-	200	200	200	200	200	
10-46-330	SEMINARS AND CONVENTIONS	331	627	588	1,000	1,000	1,000	1,000	1,000	
10-46-610	MISCELLANEOUS SUPPLIES	1,621	1,924	998	1,000	1,000	1,000	1,000	1,000	
10-46-740	CAPITAL OUTLAY - EQUIPMENT	2,823	-	-	-	-	-	9,000	9,000	Plotter/Scanner
ENGINEERING Total		67,483	71,720	75,996	76,226	76,226	77,235	85,658	85,654	
NON-DEPARTMENTAL										
10-50-110	SALARIES & WAGES-EXITING EMPLOY	2,450	12,627	5,114	-	5,400	-	-	-	
10-50-282	TELEPHONE-CELL	2,707	5,841	5,335	5,000	5,500	5,000	5,000	5,000	
10-50-309	COMPUTER NETWORK SERVICES	5,977	19,580	19,569	22,400	22,400	22,400	22,400	22,400	
10-50-310	AUDITING FEES	9,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
10-50-311	ATTORNEY FEES	43,448	42,561	47,419	43,000	43,000	43,000	43,000	43,000	
10-50-312	AUTOMOBILE INSURANCE	7,386	8,653	7,783	7,800	8,400	7,800	7,800	7,800	
10-50-313	BUILDING INSPECTIONS	24,998	17,850	26,001	25,000	32,500	25,000	25,000	25,000	
10-50-509	PROPERTY INSURANCE	10,897	10,972	11,064	11,000	11,000	11,000	11,000	11,000	
10-50-510	LIABILITY INSURANCE	38,939	41,373	33,428	34,000	34,000	34,000	34,000	34,000	
10-50-511	INSURANCE BONDING	2,660	2,660	2,660	2,500	2,500	2,500	2,500	2,500	
10-50-608	EMERGENCY PREPAREDNESS CMTTE	8,346	13,297	8,383	3,000	3,000	3,000	3,000	3,000	

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10-50-610	EMERGENCY SUPPLIES	230	114	-	2,000	2,000	2,000	2,000	2,000	
10-50-611	ELECTION EXPENSES	-	5,812	-	8,400	5,400	-	-	-	
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	2,141	2,738	5,259	4,500	4,500	4,500	4,500	4,500	
10-50-614	CITY NEWSLETTER EXPENSES	7,863	6,639	6,069	5,500	6,000	5,500	5,500	5,500	
10-50-616	YOUTH COUNCIL EXPENSES	5,493	1,742	4,150	5,200	5,200	5,200	5,200	5,200	
10-50-618	HISTORICAL COMM PROJECTS	651	666	250	1,000	1,000	1,000	2,500	2,500	Increase for Computer/Printer
10-50-619	COMMUNITY ACTION PROGRAMS	2,672	10	-	500	500	500	500	500	
10-50-620	ANIMAL CONTROL	14,285	11,540	8,990	10,000	10,000	10,000	10,000	10,000	
10-50-622	DAVIS ART CENTER DONATION	-	500	-	500	500	500	500	500	
10-50-631	EMPLOYEE INCENTIVE	483	1,007	979	1,000	1,500	1,000	1,000	1,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	255	-	-	-	-	-	-	-	
10-50-741	CAPITAL OUTLAY - SOFTWARE	6,683	-	-	-	-	-	-	-	
NON-DEPARTMENTAL Total		197,562	216,182	202,453	202,300	214,300	193,900	195,400	195,400	
GENERAL GOVERNMENT BUILDINGS										
10-51-260	BLDGS & GROUNDS - SUPPLIES/MNT	16,580	18,283	22,298	42,800	42,800	22,298	42,000	42,000	Add. Maint/Lights/Windows
10-51-261	PAINT & REPAIRS	-	-	-	20,000	20,000	-	24,000	24,000	Roof \$10K; HVAC \$14K
10-51-270	UTILITIES	20,008	21,653	19,923	20,000	20,000	20,000	20,000	20,000	
10-51-280	TELEPHONE / INTERNET	7,024	6,924	6,814	7,000	7,000	7,000	7,000	7,000	
10-51-620	MISCELLANEOUS SERVICES	4,280	1,757	1,698	4,200	4,200	4,200	4,200	4,200	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	-	-	
GENERAL GOVERNMENT BUILDINGS Total		47,892	48,617	50,733	94,000	94,000	53,498	97,200	97,200	
PLANNING AND ZONING										
10-53-110	SALARIES & WAGES	32,064	35,176	20,777	23,824	23,824	24,260	24,260	24,260	
10-53-125	LONG TERM DISABILITY	-	194	192	131	131	200	200	200	
10-53-130	RETIREMENT	-	5,622	5,775	4,027	4,027	3,715	3,715	3,715	
10-53-131	GROUP HEALTH INSURANCE	-	6,277	5,464	3,508	3,508	3,789	3,561	3,557	
10-53-132	WORKERS COMP INSURANCE	80	70	65	63	63	100	100	100	
10-53-133	FICA TAXES	2,453	2,583	2,478	1,823	1,823	1,856	1,856	1,856	
10-53-330	EDUCATION & TRAINING	166	-	-	200	200	200	200	200	
10-53-610	MISCELLANEOUS EXPENSES	1,283	145	103	1,000	1,000	1,000	1,000	1,000	
10-53-620	COMMISSION FEES	3,126	3,500	2,660	5,760	5,760	5,760	5,760	5,760	
PLANNING AND ZONING Total		39,173	53,567	37,514	40,335	40,335	40,881	40,653	40,648	
POLICE DEPARTMENT										
10-54-110	SALARIES & WAGES	426,861	438,184	438,553	478,018	478,018	470,383	483,703	483,703	
10-54-111	OVERTIME SALARIES & WAGES	28,529	16,330	20,341	20,000	20,000	20,000	20,000	20,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	2,620	2,003	3,805	1,000	1,000	1,000	1,000	1,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	9,904	11,005	8,804	10,290	10,290	10,290	10,290	10,290	

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10-54-116	LIQUOR ENFORCEMENT SHIFTS	13,529	1,519	1,845	8,401	8,401	8,401	8,012	8,012	
10-54-125	LONG TERM DISABILITY	2,532	2,792	2,900	2,981	2,981	3,000	3,000	3,000	
10-54-130	RETIREMENT	114,275	133,583	128,975	139,685	139,685	131,659	135,623	135,623	
10-54-131	GROUP HEALTH INSURANCE	104,279	87,237	88,590	108,626	108,626	122,155	114,803	114,723	
10-54-132	WORKERS COMP INSURANCE	10,955	10,507	10,040	10,922	10,922	10,734	11,036	11,036	
10-54-133	FICA TAXES	35,412	38,075	31,999	39,513	39,513	38,929	39,948	39,948	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	356	477	469	435	435	435	400	400	
10-54-240	OFFICE SUPPLIES & EXPENSE	3,267	2,363	2,634	3,515	3,515	3,515	2,600	2,600	
10-54-241	PRINTING	1,096	700	1,157	850	850	850	1,400	1,400	
10-54-250	VEHICLE SUPPLIES & MAINT	9,169	10,477	7,361	13,800	13,800	13,800	12,800	12,800	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	40,261	49,622	103,899	51,520	51,520	51,520	54,900	54,900	
10-54-254	CONTRACT MECHANIC	5,386	-	-	-	-	-	-	-	
10-54-255	FUEL	34,955	35,198	17,522	38,400	12,000	38,400	26,400	26,400	Roll over FY 16 to pay for vehicles in FY 17
10-54-282	TELEPHONE - CELLULAR	7,145	9,789	9,485	10,500	10,500	10,500	10,500	10,500	
10-54-310	NARCOTICS ENFORCEMENT	3,949	3,949	3,949	3,950	3,950	3,950	4,700	4,700	
10-54-311	PROFESSIONAL SERVICES	16,077	17,191	17,817	16,890	16,890	16,890	18,500	18,500	
10-54-320	UCAN RADIO NETWORK FEES	6,806	6,630	6,867	8,484	8,484	8,484	8,500	8,500	
10-54-321	COUNTY DISPATCH FEES	21,216	21,216	21,852	21,853	21,853	21,853	21,900	21,900	
10-54-330	EDUCATION AND TRAINING	4,936	10,288	11,232	10,700	10,700	10,700	9,700	9,700	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	2,235	-	4,873	-	-	-	-	-	
10-54-450	SPECIAL DEPARTMENT SUPPLIES	7,313	5,735	3,376	5,225	5,225	5,225	3,300	3,300	
10-54-455	ALLOWANCES-UNIFORM	5,597	11,298	9,857	13,270	13,270	13,270	14,200	14,200	
10-54-460	FIREARMS & FIREARM TRAINING	3,734	7,592	9,506	11,124	11,124	11,124	10,600	10,600	
10-54-610	MISCELLANEOUS SUPPLIES	16	-	-	-	-	-	-	-	
10-54-622	MISCELLANEOUS - K-9	1,421	644	1,618	-	-	-	-	-	
10-54-625	FEDERAL/STATE GRANT EXP	4,999	7,537	7,372	-	-	-	-	-	
10-54-635	COMMUNITY POLICING	313	1,137	1,215	3,685	3,685	3,685	1,900	1,900	
10-54-740	CAPITAL OUTLAY - EQUIPMENT	33,235	26,000	12,000	-	-	-	108,200	108,200	Radios - \$75K; Vehicles \$30K; Copier \$6K
10-54-741	CAPITAL OUTLAY - COMPUTERS	5,839	-	-	-	-	-	-	-	
POLICE DEPARTMENT Total		968,217	969,078	989,911	1,033,638	1,007,238	1,030,751	1,137,914	1,137,835	
FIRE PROTECTION										
10-55-621	FIRE FIGHTING SERVICES	398,817	416,408	435,345	480,029	480,029	504,031	504,000	592,000	
FIRE PROTECTION Total		398,817	416,408	435,345	480,029	480,029	504,031	504,000	592,000	
STREETS										
10-60-110	SALARIES & WAGES	80,458	82,745	74,530	69,492	69,492	70,953	70,953	71,304	
10-60-111	OVERTIME SALARIES & WAGES	3,723	1,450	923	4,000	4,000	4,000	4,000	4,000	
10-60-114	SALARIES & WAGES - TEMP/P-TIME	1,890	2,893	-	2,000	-	2,000	2,000	-	
10-60-125	LONG TERM DISABILITY	485	530	453	441	441	441	441	441	

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10-60-130	RETIREMENT	14,390	16,519	14,765	14,499	14,499	13,356	13,356	13,421	
10-60-131	GROUP HEALTH INSURANCE	18,900	23,393	21,278	20,834	20,834	22,501	21,146	21,136	
10-60-132	WORKERS COMP INSURANCE	1,548	1,656	1,500	2,163	2,163	2,200	2,200	2,200	
10-60-133	FICA TAXES	6,335	6,799	5,637	5,500	5,500	5,887	5,887	5,914	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	6,854	2,748	3,429	4,500	4,500	4,500	4,500	4,500	
10-60-252	EQUIPMENT MAINTENANCE & REPRS	3,537	5,008	4,788	4,500	4,500	4,500	4,500	4,500	
10-60-xxx	CONTRACT MECHANIC	7,363	-	-	-	-	-	-	-	
10-60-255	FUEL	9,391	7,083	6,030	6,300	6,300	6,300	6,300	6,300	
10-60-270	STREET LIGHTS	46,197	46,964	61,177	50,400	50,400	50,400	50,400	50,400	
10-60-330	EDUCATION AND TRAINING	1,380	1,250	1,270	2,400	2,400	2,400	2,400	2,400	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	810	3,540	3,104	4,000	4,000	4,000	4,000	4,000	
10-60-412	STREET SIGNS & POSTS	3,307	2,963	3,712	4,000	4,000	4,000	4,000	4,000	
10-60-414	STREET SWEEPING	3,848	6,128	3,895	4,000	4,000	4,000	4,000	4,000	
10-60-455	UNIFORM	683	817	664	1,000	1,000	1,000	1,000	1,000	
10-60-620	SNOW REMOVAL	20,438	19,269	9,956	16,500	21,200	16,500	16,500	16,500	
10-60-630	TREE REMOVAL	725	81	1,356	1,000	1,000	1,000	1,000	1,000	
10-60-720	CAPITAL OUTLAY - GRANTS	-	25,000	-	-	-	-	-	-	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	144,482	219,933	500	25,000	25,000	-	50,000	50,000	Road Salt Storage
10-60-740	CAPITAL OUTLAY - EQUIPMENT	-	181,151	7,240	-	-	-	-	-	
STREETS Total		376,743	657,920	226,206	242,528	245,228	219,937	268,583	267,016	
CLASS "C" ROAD PROJECTS										
10-61-270	CLASS C STREET LIGHTS	-	-	-	-	-	-	-	-	
10-61-310	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	
10-61-410	ROAD REPAIRS	16,945	38,797	35,629	50,000	50,000	50,000	50,000	50,000	
10-61-413	STREET STRIPING	9,313	10,173	11,342	11,500	11,500	11,500	11,500	11,500	
10-61-625	SIDEWALK REPLACEMENT	7,875	3,517	777	14,000	14,000	14,000	14,000	14,000	
10-61-730	OVERLAY CITY STREETS	-	-	-	-	-	-	-	-	
10-61-731	CRACK SEALANT	10,000	8,200	10,050	10,000	10,000	10,000	10,000	10,000	
10-61-735	SLURRY SEAL	-	81,373	114,818	110,000	110,000	110,000	110,000	110,000	
10-61-740	CAPITAL OUTLAY	35,381	-	-	-	-	-	-	-	
CLASS "C" ROAD PROJECTS Total		79,514	142,060	172,615	195,500	195,500	195,500	195,500	195,500	
PROP. ONE TRANSPORTATION										
10-62-200	OPERATIONS	-	-	-	-	-	-	-	-	
10-62-410	ROAD REPAIRS/PATCHING	-	-	-	-	-	-	-	-	
10-62-413	STREET STRIPING	-	-	-	-	-	-	-	-	
10-62-414	STREET SWEEPING	-	-	-	-	-	10,000	10,000	10,000	Increase in sweeping
10-62-431	CRACK SEALANT	-	-	-	-	-	5,000	5,000	5,000	Increase in crack seals
10-62-510	TRAILS	-	-	-	-	-	-	-	-	
10-62-625	SIDEWALK IMPROVEMENTS	-	-	-	-	-	25,000	25,000	25,000	Gap Improvements
10-62-730	OVERLAY CITY STREETS	-	-	-	-	-	-	-	-	
10-62-740	CAPITAL OUTLAY - EQUIPMENT	-	-	-	-	-	98,900	98,900	98,900	Loader, Roller, Pickup, welder
10-62-742	CAPITAL OUTLAY - STREET IMPROVEMENTS	-	-	-	-	-	-	-	-	
PROP. ONE TRANSPORTATION Total							138,900	138,900	138,900	

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PARKS										
10-70-110	SALARIES & WAGES	45,839	32,308	51,965	55,508	55,508	56,618	56,618	87,569	Additional FTE
10-70-111	OVERTIME SALARIES & WAGES	1,903	1,899	1,371	4,500	4,500	4,500	4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	13,444	16,033	15,775	24,000	24,000	24,000	24,000	24,000	
10-70-125	LONG TERM DISABILITY	275	244	302	360	360	360	360	360	
10-70-130	RETIREMENT	8,252	7,837	10,224	12,099	12,099	11,125	11,125	16,290	Additional FTE
10-70-131	GROUP HEALTH INSURANCE	13,707	12,034	15,718	17,070	17,070	18,436	17,326	35,318	Additional FTE
10-70-132	WORKERS COMP INSURANCE	1,139	1,098	1,466	2,400	2,400	2,400	2,400	3,362	Additional FTE
10-70-133	FICA TAXES	4,444	4,184	5,048	6,121	6,121	6,206	6,206	8,573	Additional FTE
10-70-245	TOILET RENTAL	-	-	207	800	800	800	800	800	
10-70-250	EQUIPMENT SUPPLIES & MAINT	4,763	2,746	2,938	4,000	4,000	4,000	4,000	4,000	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	1,862	1,629	1,813	1,500	1,500	1,500	1,500	1,500	
10-70-xxx	CONTRACT MECHANIC	1,220	-	-	-	-	-	-	-	
10-70-255	FUEL	4,879	4,825	4,973	6,000	6,000	6,000	6,000	6,000	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MNT	11,138	14,803	13,471	15,000	15,000	15,000	17,000	17,000	
10-70-265	TRAIL MAINTENANCE					3,700	-	3,300	3,300	Trail Weeds
10-70-270	UTILITIES	1,823	1,695	1,578	3,080	3,080	3,080	3,100	3,100	
10-70-310	PROFESSIONAL & TECHNICAL SVC'S	1,155	-	-	-	-	-	4,000	4,000	Tree Maintenance
10-70-330	EDUCATION AND TRAINING	760	760	600	1,000	1,000	1,000	1,000	1,000	
10-70-455	UNIFORM	600	853	927	1,000	1,000	1,000	1,000	1,000	
10-70-610	MISCELLANEOUS SUPPLIES	130	60	171	-	-	-	1,000	1,000	Volunteer supplies
10-70-612	4TH OF JULY CELEBRATION EXPENSE	10,968	12,082	9,943	12,000	12,000	12,000	12,000	12,000	
10-70-613	PARKS SUPPLIES	8,207	10,139	9,707	10,000	10,000	10,000	10,000	12,000	
10-70-614	PARK IMPROVEMENTS	1,257	-	-	-	-	-	-	-	
10-70-615	HOLIDAY DECORATION & SUPPLIES	4,240	2,095	1,870	2,500	2,500	2,500	2,500	2,500	
10-70-620	LAWN MAINTENANCE	831	1,027	818	1,100	1,100	1,100	1,100	1,100	
10-70-730	CAPITAL OUTLAY - IMPROVEMENTS	330,484	-	-	50,000	50,000	-	-	-	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	9,083	32,727	-	13,500	13,500	-	1,000	1,000	Mower Hoist
PARKS Total		482,400	161,078	150,884	243,539	247,239	181,625	191,836	251,272	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
DEBT SERVICE										
10-85-815	PRINC.-SALES TX BOND-CITY HALL	127,000	112,000	115,000	115,000	115,000	115,000	115,000	115,000	
10-85-825	INT.-SALES TX BOND-CITY HALL	70,705	40,002	37,343	37,400	37,400	37,400	37,400	37,400	
10-85-836	DEFEASED BOND	1,760,000	-	-	-	-	-	-	-	
10-85-835	AGENT-SALES TX BOND-CITY HALL	171,246	1,500	1,100	3,600	3,600	3,600	3,600	3,600	
DEBT SERVICE Total		2,128,951	153,502	153,443	156,000	156,000	156,000	156,000	156,000	
TRANSFERS, OTHER										
10-90-800	TRANSFERS TO CIP FUND	94,169	-	-	-	-	-	380,000	380,000	West Yard
10-90-810	TRANSFERS TO CAPITAL STREETS	212,500	-	328,500	212,500	212,500	-	-	-	
10-90-815	TRANSFERS TO STREETS PROJECTS - PROP ONE	-	-	-	-	-	-	-	-	
10-90-820	TRANSFERS TO STORM UTILITY	-	-	-	17,000	50,000	-	-	-	Storm Projects
10-90-850	TRANSFERS TO GOLF FUND	115,000	86,473	-	193,411	393,411	-	-	-	
10-90-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
10-90-914	S/TAX PYMTS TO BTFL - COMMONS	108,949	113,423	122,215	122,678	122,678	127,585	127,585	127,585	4%
10-90-915	S/TAX PYMTS TO BTFL - GATEWAY	65,493	67,097	65,383	73,112	65,400	70,492	67,035	67,035	2.5%
10-90-916	S/TAX PYMTS TO DVPR: COMMONS	325,330	338,678	365,226	366,314	236,300	380,967	-	-	Agreement fulfilled
TRANSFERS, OTHER Total		921,440	605,671	881,324	985,015	1,080,289	579,044	574,620	574,620	
GENERAL FUND REVENUE TOTALS		6,211,773	4,084,902	3,686,756	4,091,849	4,217,110	4,023,167	4,027,627	4,092,102	
GENERAL FUND EXPENDITURE TOTALS		5,984,103	3,774,819	3,678,970	4,087,734	4,179,908	3,582,213	3,944,339	4,092,102	
INCREASE/(DECREASE) FUND BALANCE		227,670	310,083	7,786	4,115	37,203	440,955	83,288	(0)	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
JESSI'S MEADOWS ASSESSMENT FUND										
CHARGES FOR SERVICES										
13-10-000	Assessments	-	-	-	12,000	12,000	-	-	12,000	
CHARGES FOR SERVICES Total		-	-	-	12,000	12,000	-	-	12,000	
MISCELLANEOUS SERVICES										
13-36-600	INTEREST EARNED	-	-	24	25	90	-	-	100	
13-36-700	HOA CONTRIBUTION	-	-	12,175	-	-	-	-	-	
MISCELLANEOUS SERVICES Total		-	-	12,199	25	90	-	-	100	
CONTRIBUTIONS AND TRANSFERS										
13-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	-	-	
EXPENDITURES										
13-40-100	MAINTENANCE	-	-	590	10,000	8,000	-	-	12,100	
13-40-200	CAPTIAL	-	-	-	-	-	-	-	-	
13-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
13-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	2,025	4,090	-	-	-	
EXPENDITURES Total		-	-	590	12,025	12,090	-	-	12,100	
JESSI'S MEADOWS ASSESSMENT FUND REVENUES		-	-	12,199	12,025	12,090	-	-	12,100	
JESSI'S MEADOWS ASSESSMENT FUND EXPENDITURES		-	-	590	12,025	12,090	-	-	12,100	
NET GAIN/(LOSS)		-	-	11,609	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
STREETS IMPACT FEES FUND										
CHARGES FOR SERVICES										
21-34-430	DEVELOPMENT IMPACT FEES	195,759	50,988	29,993	40,000	70,000			40,000	
CHARGES FOR SERVICES Total		195,759	50,988	29,993	40,000	70,000	-	-	40,000	
MISCELLANEOUS SERVICES										
21-36-600	INTEREST EARNED	3,371	2,357	1,772	1,000	1,000			1,000	
MISCELLANEOUS SERVICES Total		3,371	2,357	1,772	1,000	1,000	-	-	1,000	
CONTRIBUTIONS AND TRANSFERS										
21-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-		209,000	127,000			-	
CONTRIBUTIONS AND TRANSFERS Total		-	-		209,000	127,000	-	-	-	
EXPENDITURES										
21-40-800	TRANSFERS TO OTHER FUNDS	145,000	-	326,390	250,000	198,000			-	
21-40-899	APPROP INCREASE - FUND BALANCE	-	-	-					41,000	
EXPENDITURES Total		145,000	-	326,390	250,000	198,000	-	-	41,000	
STREETS IMPACT FEES FUND REVENUES		199,130	53,345	31,765	250,000	198,000	-	-	41,000	
STREETS IMPACT FEES FUND EXPENDITURES		145,000	-	326,390	250,000	198,000	-	-	41,000	
NET GAIN/(LOSS)		54,130	53,345	(294,625)	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
STORM DRAIN FEES FUND										
CHARGES FOR SERVICES										
22-34-400	DEVELOPMENT IMPACT FEES	125,378	18,928	-	-	-	-	-	-	- Merged with the Storm Water Utility Fund
CHARGES FOR SERVICES Total		125,378	18,928	-	-	-	-	-	-	
MISCELLANEOUS INCOME										
22-36-600	INTEREST EARNED	755	628	-	-	-	-	-	-	
MISCELLANEOUS INCOME Total		755	628	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS										
22-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	-	-	
EXPENDITURES										
22-40-850	TRANSFER TO STORM UTILITY	15,750	-	-	-	-	-	-	-	
22-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	-	-	-	-	-	-	-	
TRANSFERS, OTHER										
22-90-850	TRANSFER TO OTHER FUNDS	-	-	-	-	-	-	-	-	
TRANSFERS, OTHER Total		-	-	-	-	-	-	-	-	
STORM DRAIN FEES FUND REVENUES		126,133	19,556	-	-	-	-	-	-	
STORM DRAIN FEES FUND EXPENDITURES		-	-	-	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
POLICE FACILITY FEES FUND										
CHARGES FOR SERVICES										
23-34-430	DEVELOPMENT IMPACT FEES	4,949	2,423	1,425	2,000	3,000	-	-	3,000	
CHARGES FOR SERVICES Total		4,949	2,423	1,425	2,000	3,000	-	-	3,000	
MISCELLANEOUS REVENUE										
23-36-600	INTEREST EARNED	24	271	14	15	20	-	-	20	
MISCELLANEOUS REVENUE Total		24	271	14	15	20	-	-	20	
CONTRIBUTIONS AND TRANSFERS										
23-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	-	-	
23-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	-	-	
EXPENDITURES										
23-40-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	-	-	
23-40-800	TRANSFERS TO OTHER FUNDS	4,020	2,165	2,165	2,015	3,020	-	-	3,020	Debt Service on Police Station
23-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
EXPENDITURES Total		4,020	2,165	2,165	2,015	3,020	-	-	3,020	
POLICE FACILITY FEES FUND REVENUES		4,973	2,694	1,439	2,015	3,020	-	-	3,020	
POLICE FACILITY FEES FUND EXPENDITURES		4,020	2,165	2,165	2,015	3,020	-	-	3,020	
NET GAIN/(LOSS)		953	529	(726)	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
PARK IMPACT FEES FUND										
CHARGES FOR SERVICES										
24-34-430	DEVELOPMENT IMPACT FEES	53,122	35,632	20,960	30,000	43,000	-	-	30,000	
CHARGES FOR SERVICES Total		53,122	35,632	20,960	30,000	43,000	-	-	30,000	
MISCELLANEOUS REVENUE										
24-36-600	INTEREST EARNED	2,232	530	551	500	500	-	-	500	
MISCELLANEOUS REVENUE Total		2,232	530	551	500	500	-	-	500	
CONTRIBUTIONS AND TRANSFERS										
24-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	-	-	
24-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	11,100	13,100	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	11,100	13,100	-	-	-	
EXPENDITURES										
24-40-310	PROF & TECH - PLANNING/IMP FEE	-	-	-	-	-	-	-	-	
24-40-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	125,602	41,600	56,600	-	-	-	Trail restroom, Park Improvements
24-40-800	TRANSFERS TO OTHER FUNDS	326,800	4,090	-	-	-	-	-	-	
24-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	30,500	
EXPENDITURES Total		326,800	4,090	125,602	41,600	56,600	-	-	30,500	
PARK IMPACT FEES FUND REVENUES		55,354	36,162	21,511	41,600	56,600	-	-	30,500	
PARK IMPACT FEES FUND EXPENDITURES		326,800	4,090	125,602	41,600	56,600	-	-	30,500	
NET GAIN/(LOSS)		(271,446)	32,072	(104,091)	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
CAPITAL IMPROVEMENT FUND/ NEW WEST YARD										
MISCELLANEOUS REVENUE										
31-36-600	INTEREST EARNED	2,630	3,312	69	-	-	-	-	-	
MISCELLANEOUS REVENUE Total		2,630	3,312		-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS										
31-38-870	TRANSFERS IN - GENERAL FUND	85,000	-	-	-	-	-	-	380,000	West Yard
31-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	5,823	5,823	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		85,000	-		5,823	5,823	-	-	380,000	
EXPENDITURES										
31-40-800	TRANSFERS TO GOLF FUND	-	29,000	-	-	-	-	-	-	
31-40-830	TRANSFERS TO STORM	-	-	-	5,823	5,823	-	-	-	
31-40-840	TRANSFERS TO GENERAL FUND	-	135,000	-	-	-	-	-	-	
31-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	380,000	
EXPENDITURES Total		-	164,000	-	5,823	5,823	-	-	380,000	
CAPITAL IMPROVEMENT FUND REVENUES		87,630	3,312	69	5,823	5,823	-	-	380,000	
CAPITAL IMPROVEMENT FUND EXPENDITURES		-	164,000	-	5,823	5,823	-	-	380,000	
NET GAIN/(LOSS)		87,630	(160,688)	69	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
STREETS CAP IMPROVEMENT FUND										
TAXES										
34-31-110	CURRENT YEAR PROPERTY TAXES	-		212,500	212,500	212,500	-	-	212,504	
TAXES Total		-	-	212,500	212,500	212,500	-	-	212,504	
MISCELLANEOUS REVENUE										
21-36-600	INTEREST EARNED	1,594	1,836	617	-	-	-	-	-	
MISCELLANEOUS REVENUE Total		1,594	1,836	617	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS										
34-38-870	TRANSFERS IN - GENERAL FUND	212,500	-	116,000	-	-	-	-	-	
34-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	428,500	428,500	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		212,500	-	116,000	428,500	428,500	-	-	-	
EXPENDITURES										
34-40-800	TRANSFERS TO OTHER FUNDS	-	300,000	149,540	525,000	525,000	-	-	-	
34-40-840	TRANSFERS TO GENERAL FUND	-	7,500	-	-	-	-	-	-	
34-40-850	CAPITAL EQUIPMENT/MAINTENANCE	-	-	-	116,000	116,000	-	-	-	
34-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	307,500	149,540	641,000	641,000	-	-	-	
STREETS CAP IMPROVEMENT FUND REVENUES		214,094	1,836	329,117	641,000	641,000	-	-	212,504	
STREETS CAP IMPROVEMENT FUND EXPENDITURES		-	307,500	149,540	641,000	641,000	-	-	-	
NET GAIN/(LOSS)		214,094	(305,664)	179,577	-	-	-	-	212,504	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

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REDEVELOPMENT AGENCY FUND										
TAXES										
25-31-110	TAX INCREMENT - PROPERTY	573,137	522,583	496,674	500,000	492,272	-	-	490,000	
TAXES Total		573,137	522,583	496,674	500,000	492,272	-	-	490,000	
MISCELLANEOUS REVENUE										
25-36-600	INTEREST EARNED	1,205	358	280	200	200	-	-	200	
MISCELLANEOUS REVENUE Total		1,205	358	280	200	200	-	-	200	
CONTRIBUTIONS AND TRANSFERS										
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	-	-	
EXPENDITURES										
25-40-110	SALARIES & WAGES	46,240	46,611	46,877	52,930	51,300	-	-	52,930	
25-40-115	BOARD MEETING COMPENSATION	-	-	-	450	450	-	-	450	
25-40-125	LONG TERM DISABILITY	249	293	280	318	308	-	-	318	
25-40-130	RETIREMENT	10,812	13,382	13,574	14,530	14,460	-	-	14,530	
25-40-131	GROUP HEALTH INSURANCE	7,636	10,096	9,350	10,073	9,950	-	-	10,067	
25-40-132	WORKERS COMP INSURANCE	633	744	829	906	875	-	-	906	
25-40-133	FICA TAXES	3,452	3,692	3,573	4,049	3,950	-	-	4,049	
25-40-230	TRAVEL	1,200	1,200	1,200	1,200	1,200	-	-	1,200	
25-40-310	LEGAL FEES	-	-	-	3,600	3,600	-	-	3,400	
25-40-312	OTHER PROFESSIONAL FEES	9,000	3,000	7,200	15,000	19,000	-	-	5,000	
25-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	246	-	-	-	-	
25-40-915	RDA TAX PYMTS TO DVPR: GATEWAY	270,124	226,087	217,381	176,757	222,570	-	-	222,549	
25-40-920	RDA TAX PYMTS TO DVPR: COMMONS	200,996	194,958	180,558	222,056	174,800	-	-	174,800	
EXPENDITURES Total		550,342	500,063	480,823	502,115	502,463	-	-	490,200	
REDEVELOPMENT AGENCY FUND REVENUES		574,342	522,941	496,954	500,200	492,472	-	-	490,200	
REDEVELOPMENT AGENCY FUND EXPENDITURES		550,342	500,063	480,823	502,115	502,463	-	-	490,200	
NET GAIN/(LOSS)		24,000	22,878	16,131	(1,915)	(9,991)	-	-	0	

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RAP FUND										
TAXES										
26-31-110	RAP TAX	184,761	213,851	218,444	224,334	226,075	-	-	230,597	2%
TAXES Total		184,761	213,851	218,444	224,334	226,075	-	-	230,597	
MISCELLANEOUS REVENUE										
26-36-600	INTEREST EARNED	1,183	2,723	2,221	1,000	1,700	-	-	1,000	
26-36-690	MISCELLANEOUS REVENUE	-	-	1,623	-	-	-	-	-	
MISCELLANEOUS SERVICES Total		1,183	2,723	3,844	1,000	1,700	-	-	1,000	
CONTRIBUTIONS AND TRANSFERS										
26-38-800	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-	-	-	-	
26-38-860	CONTRIBUTIONS - PRIVATE	21,319	-	-	-	25,000	-	-	-	
26-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	210,675	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		21,319	-	-	-	235,675	-	-	-	
EXPENDITURES										
26-40-260	BLDGS & GROUNDS - SUPPLIES/MNT	-	-	7,272	-	-	-	-	-	
26-40-290	IMPROVEMENTS-MAIN PARK	-	22,617	2,666	-	-	-	-	-	
26-40-291	CAPITAL OUTLAY - PARKING LOT	-	39,220	-	-	-	-	-	37,200	
26-40-292	CAPITAL OUTLAY - IRRIGATION	-	84,865	34,689	-	31,950	-	-	-	
26-40-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	200,000	372,000	-	-	23,000	Trail Trash Cans, Heater, Security Camera
26-40-740	CAPITAL OUTLAY - EQUIPMENT	-	-	9,995	-	10,000	-	-	-	
26-40-791	CAP PROJ: PROSPECTOR TRAIL PROTECTION	-	3,400	18,921	-	-	-	-	-	
26-40-792	CAP PROJ: DSB TRAIL RESTROOM	-	-	-	-	-	-	-	-	
26-40-800	TRANSFERS TO GENERAL FUND	31,600	14,200	4,500	4,500	4,500	-	-	4,500	Arts Council
26-40-850	TRANSFERS TO GOLF FUND	-	185,000	-	-	45,000	-	-	100,300	Golf Course Improvements
26-40-899	APPROP INCREASE - FUND BALANCE	-	-	-	20,834	-	-	-	66,597	
EXPENDITURES Total		31,600	349,302	78,043	225,334	463,450	-	-	231,597	
RAP FUND REVENUES		207,263	216,574	222,288	225,334	463,450	-	-	231,597	
RAP FUND EXPENDITURES		31,600	349,302	78,043	225,334	463,450	-	-	231,597	
NET GAIN/(LOSS)		175,663	(132,728)	144,245	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
WATER FUND										
MISCELLANEOUS REVENUE										
51-36-600	INTEREST EARNED	23,705	21,290	17,626	15,000	18,381	-	15,000	15,000	
51-36-640	SALE OF MATERIALS	(389,089)	-	-	-	-	-	-	-	
51-36-642	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	-	
51-36-690	MISC REVENUE/RECONNECTIONS	1,071	7,057	25,487	3,000	8,062	-	5,000	5,000	
51-36-710	WATER IMPACT FEE	155,550	92,864	58,040	80,000	140,703	-	8,000	80,000	
51-36-720	WATER RIGHTS FEE	-	-	19,560	5,000	13,550	-	5,000	5,000	
51-36-730	OTHER MISC REVENUE	-	-	-	-	-	-	-	-	
MISCELLANEOUS REVENUE Total		(208,763)	121,211	120,713	103,000	180,696	-	33,000	105,000	
UTILITY REVENUE										
51-37-700	WATER SALES	1,431,706	1,465,285	1,234,277	1,245,073	1,259,082	-	1,271,673	1,271,673	1% increase
51-37-710	WATER CONNECTION FEES	14,973	7,840	1,150	500	3,800	-	1,000	1,000	
UTILITY REVENUE Total		1,446,679	1,473,125	1,235,427	1,245,573	1,262,882	-	1,272,673	1,272,673	
CONTRIBUTIONS AND TRANSFERS										
51-37-801	Contributions Other Funds	-	-	-	-	-	-	-	-	
51-38-860	CONTRIBUTIONS - OTHER	-	-	-	1,000,000	500,000	-	500,000	500,000	Holly Water Agreement
51-38-900	INTER-FUND LOAN REPAYMENT	-	-	-	193,411	193,411	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	1,193,411	693,411	-	500,000	500,000	
EXPENDITURES										
51-40-110	SALARIES & WAGES	118,007	136,458	177,585	183,814	183,468	-	202,029	202,951	
51-40-111	OVERTIME SALARIES & WAGES	4,645	1,558	5,936	6,000	6,000	-	6,000	6,000	
51-40-114	SALARIES & WAGES - TEMP/P-TIME	1,723	463	-	-	-	-	-	-	
51-40-125	LONG TERM DISABILITY	752	804	1,088	1,212	1,112	-	1,212	1,218	
51-40-130	RETIREMENT	22,442	25,722	33,160	33,672	33,525	-	33,672	33,809	
51-40-131	GROUP HEALTH INSURANCE	36,374	38,396	54,975	59,410	59,410	-	59,382	59,382	
51-40-132	WORKERS COMP INSURANCE	1,719	1,790	3,064	4,899	4,106	-	4,899	4,927	
51-40-133	FICA TAXES	9,408	9,874	13,379	15,455	13,879	-	15,455	15,526	
51-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,518	1,687	1,696	1,700	1,700	-	1,700	1,700	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
51-40-241	POSTAGE/SUPPLIES	7,215	7,244	7,849	7,200	7,208	-	7,200	7,200	
51-40-249	CONTRACT MECHANIC	1,218	-	-	-	-	-	-	-	
51-40-250	VEHICLE MAINTENANCE & REPAIR	4,676	5,341	2,199	4,500	4,500	-	4,500	4,500	
51-40-251	TRACTOR MAINTENANCE & REPAIRS	-	-	-	-	-	-	-	-	
51-40-252	EQUIPMENT MAINTENANCE & REPRS	10,733	9,451	7,944	24,500	24,500	-	20,000	20,000	
51-40-253	WATERLINE MAINTENANCE & REPAIR	41,093	42,996	43,321	40,000	72,662	-	45,000	45,000	Amend FY16
51-40-254	WATERTANK MAINTENANCE & REPAIR	3,479	2,524	80	2,600	2,000	-	2,600	2,600	
51-40-255	FUEL	5,625	5,319	7,430	7,500	5,206	-	7,000	7,000	
51-40-260	EQUIPMENT REPLACEMENT FUND	-	-	-	-	-	-	-	-	
51-40-270	PUMPING ELECTRICITY	4,963	13,339	1,967	15,000	2,500	-	20,000	20,000	
51-40-330	EDUCATION AND TRAINING	2,669	2,603	3,710	4,000	4,000	-	4,000	4,000	
51-40-455	UNIFORM	678	940	1,631	1,700	1,700	-	1,700	1,700	
51-40-610	MISCELLANEOUS EXPENSE	3,979	5,870	4,859	8,000	7,500	-	5,000	5,000	
51-40-611	WATER PURCHASES-CULINARY	126,973	131,878	144,549	136,650	143,722	-	145,000	145,000	
51-40-612	WATER DEPT SUPPLIES-METERS/ETC	(36,317)	9,543	9,559	10,000	9,700	-	22,000	22,000	Valve Lids 2K; Backflow valves 10K
51-40-620	MISCELLANEOUS SERVICES	2,510	2,478	1,887	8,000	2,500	-	3,500	3,500	
51-40-621	WATER READING SERVICES	-	-	-	-	-	-	-	-	
51-40-623	STONE CREEK WELL MAINTENANCE	3,378	10,412	2,978	10,000	3,500	-	10,000	10,000	Potential to need more
51-40-740	CAPITAL OUTLAY - EQUIPMENT	29,207	11,043	4,700	14,000	14,000	-	25,500	25,500	Pump, Pogo Stick, GPS
51-40-741	FLUORIDE EQUIP	-	-	646	2,000	1,000	-	1,000	1,000	
51-40-810	DEBT SERVICE - PRINCIPAL	190,000	195,000	200,000	200,000	200,000	-	200,000	200,000	
51-40-811	LESS - BOND PRINCIPAL PAYMENTS	(190,000)	-	-	-	-	-	-	-	
51-40-820	DEBT SERVICE - INTEREST	164,654	151,840	146,062	148,990	150,140	-	150,000	150,000	
51-40-840	AGENT FEES - 2009 SERIES BOND	1,500	1,650	1,650	1,500	1,650	-	1,650	1,650	
51-40-850	COST OF ISSUANCE - 2009 SERIES	-	-	-	-	-	-	-	-	
51-40-950	Depreciation	-	-	-	-	-	-	-	-	
EXPENDITURES Total		574,822	826,223	883,903	952,302	961,189	-	999,999	1,001,162	
TRANSFERS, OTHER										
51-90-870	TRANSFER TO CAPITOL PROJECTS	-	-	650,000	825,000	478,000	-	-	-	
TRANSFERS, OTHER Total		-	-	650,000	825,000	478,000	-	-	-	
CAPITAL PROJECTS										
51-95-730	CAPITAL OUTLAY-HYDRANTS	19,270	21,955	23,093	22,000	7,500	-	23,000	23,000	Flush Station 5.5K
51-95-740	CAPITAL OUTLAY-EQUIPMENT	(454,255)	-	91,807	25,000	20,818	-	81,000	81,000	Loader, Roller
51-95-756	WATERLINE - 1100 W 400 N-1600 N	-	-	-	-	-	-	-	-	
51-95-765	WATER LINE - 500 SOUTH	-	-	1,594	800,000	-	-	500,000	500,000	
51-95-770	WATERLINE - PORTER LANE	-	-	-	-	-	-	-	-	
51-95-771	WATERLINE - I15	-	-	669,079	-	-	-	-	-	
51-95-772	BOUNTIFUL CONNECTION	-	-	98,447	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
51-95-775	WATERLINE - 1000 NORTH	-	-	-	-	-	-	-	-	
51-95-778	WATERLINE - 700 WEST	253,576	25,044	-	-	-	-	-	-	
51-95-780	WATERLINE - 400 NORTH	3,570	11,721	-	-	-	-	-	-	
51-95-785	STONE CREEK WELL REHAB	52,425	-	-	-	-	-	-	-	
51-95-790	2009 METER REPLACEMENT	-	-	-	-	-	-	-	-	
51-95-795	NEW WELL	37,311	12,718	-	1,000,000	-	-	1,000,000	1,000,000	
51-95-796	Pension Prior Period Adjust									
CAPITAL PROJECTS Total		(88,103)	71,438	884,020	1,847,000	28,318	-	1,604,000	1,604,000	
WATER FUND REVENUES		1,237,917	1,594,336	1,356,140	2,541,984	2,136,990	-	1,805,673	1,877,673	
WATER FUND EXPENDITURES		(486,718)	(897,661)	(2,417,923)	(3,624,302)	(1,467,507)	-	(2,603,999)	(2,605,162)	
NET GAIN/(LOSS)		751,198	696,675	(1,061,783)	(1,082,318)	669,483	-	(798,326)	(727,489)	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
SOLID WASTE FUND										
MISCELLANEOUS REVENUE										
52-36-600	INTEREST EARNED	838	1,047	995	850	996	-	1,000	1,000	
MISCELLANEOUS REVENUE Total		838	1,047	995	850	996	-	1,000	1,000	
UTILITY REVENUE										
52-37-700	GARBAGE PICK UP SALES	336,721	341,445	372,414	371,398	375,263	-	372,000	372,000	
UTILITY REVENUE Total		336,721	341,445	372,414	371,398	375,263	-	372,000	372,000	
CONTRIBUTIONS AND TRANSFERS										
52-38-899	CONTRIBUTIONS - FUND SURPLUS	-	-	-	-	-	-	-	-	
52-38-900	INTER_FUND LOAN REPAYMENT	-	-	-	10,000	200,000	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	10,000	200,000	-	-	-	
EXPENDITURES										
52-40-110	SALARIES & WAGES	5,581	4,052	5,196	7,869	7,614	-	8,869	8,869	
52-40-114	SALARIES & WAGES - TEMP-P-TIME	-	62	44	-	-	-	-	-	
52-40-125	LONG TERM DISABILITY	28	30	31	53	50	-	53	53	
52-40-130	RETIREMENT	798	948	975	1,553	1,275	-	1,553	1,553	
52-40-131	GROUP HEALTH INSURANCE	1,014	1,171	1,429	2,474	2,500	-	2,473	2,473	
52-40-132	WORKERS COMP INSURANCE	100	93	107	266	245	-	266	266	
52-40-133	FICA TAXES	410	381	384	266	587	-	678	678	
52-40-241	POSTAGE/SUPPLIES	300	500	350	500	400	-	500	500	
52-40-250	GARBAGE CAN REPAIR/MAINT	-	-	-	-	-	-	-	-	
52-40-620	GARBAGE PICKUP SERVICE	165,405	180,940	159,207	155,000	155,000	-	161,200	161,200	
52-40-621	TIPPING/FLAT RATE - BURN PLANT	137,614	138,980	139,071	145,000	145,000	-	150,800	150,800	
52-40-623	SPRING & FALL CLEANUP	7,667	6,161	6,118	42,000	7,000	-	8,000	8,000	
52-40-625	ADDITIONAL GARBAGE CANS	12,180	9,959	11,969	12,000	11,997	-	15,000	15,000	Additional Cans
52-40-950	DEPRECIATION	3,321	2,873	-	-	-	-	-	-	
52-40-960	FIXED ASSET ADD'NS/DELETIONS	1,657	-	-	-	-	-	-	-	
52-40-990	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
EXPENDITURES Total		336,075	346,150	324,879	366,981	331,668	-	349,393	349,393	
SOLID WASTE FUND REVENUES		337,559	342,492	373,410	382,248	576,259	-	373,000	373,000	
SOLID WASTE FUND EXPENDITURES		(336,075)	(346,150)	(324,879)	(366,981)	(331,668)	-	(349,393)	(349,393)	
SOLID WASTE FUND TOTALS		1,483	(3,658)	48,530	15,267	244,592	-	23,607	23,607	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
STORM DRAIN UTILITY FUND										
MISCELLANEOUS REVENUE										
53-34-400	IMPACT FEES	-	-	33,655	20,000	33,000	-	20,000	20,000	
53-36-600	INTEREST EARNED	(88)	75	833	-	-	-	-	-	
53-36-690	MISC REVENUE	-	-	-	-	125,000	-	-	-	
MISCELLANEOUS REVENUE Total		(88)	75	34,488	20,000	158,000	-	20,000	20,000	
UTILITY REVENUE										
53-37-700	UTILITY SALES	56,355	58,545	97,698	97,000	97,004	-	97,000	97,000	
UTILITY REVENUE Total		56,355	58,545	97,698	97,000	97,004	-	97,000	97,000	
CONTRIBUTIONS AND TRANSFERS										
53-38-810	TRANSFERS FROM IMPACT FEES	15,750	-	-	-	-	-	-	-	
53-38-870	TRANSFERS IN - GENERAL FUND	-	-	-	17,000	50,000	-	-	-	
53-38-899	CONTRIBUTION - FUND SURPLUS	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		15,750	-	-	-	50,000	-	-	-	
EXPENDITURES										
53-40-110	SALARIES & WAGES	11,106	12,766	23,820	21,630	20,678	-	21,630	21,905	
53-40-111	OVERTIME SALARIES & WAGES	142	-	-	-	-	-	-	-	
53-40-125	LONG TERM DISABILITY	54	76	142	101	125	-	101	103	
53-40-130	RETIREMENT	1,623	2,452	4,267	3,768	3,500	-	3,768	3,814	
53-40-131	GROUP HEALTH INSURANCE	1,438	2,487	4,621	7,876	7,900	-	7,873	7,873	
53-40-132	WORKERS COMP INSURANCE	165	230	486	649	530	-	649	657	
53-40-133	FICA TAXES	663	940	1,745	1,655	1,600	-	1,655	1,676	
53-40-252	EQUIPMENT MAINTENANCE & REPRS	-	4,740	-	1,000	1,000	-	1,000	1,000	
53-40-253	STORM SYSTM MAINT AND REPAIRS	550	400	1,112	2,500	1,000	-	1,000	1,000	
53-40-310	PROFESSIONAL SERVICES	1,505	1,805	2,850	6,000	2,000	-	3,000	3,000	
53-40-330	EDUCATION AND TRAINING	-	-	150	500	200	-	500	500	
53-40-610	MISCELLANEOUS SUPPLIES	35	1,354	165	1,000	200	-	2,500	2,500	SWPPs Tablet
53-40-751	"TV STORM DRAIN AND JET WASH"	17,000	19,993	9,242	20,000	20,000	-	20,000	20,000	
53-40-755	CAPITAL OUTLAY	-	-	109,748	255,000	180,000	-	-	-	
53-40-990	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	-	
EXPENDITURES Total		50,032	47,243	163,965	321,679	238,733	-	63,675	64,027	
TRANSFERS, OTHER										
53-90-850	TRANSFER TO CAPITOL PROJECTS	-	-	-	-	-	-	-	-	
TRANSFERS, OTHER Total		-	-	-	-	-	-	-	-	
STORM DRAIN FUND REVENUES		72,017	58,620	132,186	117,000	305,004	-	117,000	117,000	
STORM DRAIN FUND EXPENDITURES		(50,032)	(47,243)	(163,965)	(321,679)	(238,733)	-	(63,675)	(64,027)	
STORM DRAIN FUND TOTALS		21,986	11,377	(31,779)	(204,679)	66,271	-	53,325	52,973	

Golf Fund Overview

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Actual 2014-2015	Budget 2015-2016	Estimated 2015-2016	V2 2016-2017	TENTATIVE 2016-2017
REVENUES								
Greens Fees	449,711	445,499	438,378	478,440	475,000	469,113	475,000	475,000
Carts/Rentals	180,175	176,832	186,060	204,091	185,000	183,388	185,000	185,000
Range	92,660	90,946	93,512	98,204	95,000	95,264	95,000	95,000
Merchandise	104,929	75,035	83,132	100,971	117,000	121,711	117,000	117,000
Misc.	50,040	8,588	11,187	12,628	9,050	11,775	11,550	11,550
Contributions and Transfers	35,540	154,169	300,473	-	193,411	393,411	-	100,300
Total Revenues	913,055	951,068	1,112,742	894,334	1,074,461	1,274,662	883,550	983,850
EXPENDITURES								
Personnel	377,307	390,429	411,337	438,270	473,370	467,590	482,118	482,086
Merchandise	75,569	78,550	63,969	61,138	75,000	68,000	75,000	75,000
Operating	174,162	208,909	186,456	181,585	221,100	237,225	221,220	233,120
Capital	44,673	188,279	31,132	137,166	62,500	53,840	53,000	141,400
Debt Service	274,138	279,406	282,710	51,933	43,560	43,560	43,560	43,560
Transfers Out	-	-	-	-	203,411	393,411	-	-
Total Expenditures	945,849	1,145,573	975,604	870,091	1,078,941	1,263,626	874,898	975,166
NET GAIN/(LOSS)	(32,795)	(194,504)	137,138	24,242	(4,480)	11,036	8,652	8,684

FY 2016/2017

GOLF COURSE		Golf Fund
Tee Signs	14,000	1
Exterior Fence	30,000	1
Tee Mower (annual)	6,000	1
Maintenance	6,900	1
Picker - Mule	10,000	1
Rain gutter	2,000	1
Backhoe	900	1
Chemical Room	12,200	1
Gator	6,700	1
Sand Storage	15,000	0
Advertising	5,000	1
11th Tee	6,600	1
RAP Transfer	100,300	1
General Fund Transfer	-	0

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
GOLF FUND										
OPERATING REVENUE										
54-30-010	ROUNDS - ALL (FORMER 9 HOLE)	358,670	377,882	434,478	420,000	415,423	-	420,000	420,000	
54-30-013	ROUNDS - JUNIOR - ASSOCIATION	-	4,524	500	5,000	5,000	-	5,000	5,000	
54-30-020	PUNCH PASSES -- ALL	86,829	55,972	43,462	50,000	48,690	-	50,000	50,000	
54-30-040	RENTALS - ALL (WAS CARTS 9)	176,832	186,060	204,091	185,000	183,388	-	185,000	185,000	
54-30-050	RANGE - ALL (WAS SMALL BUCKET)	90,946	93,512	98,204	95,000	95,264	-	95,000	95,000	
54-30-070	PRO SHOP MERCHANDISE SALES	75,035	83,132	100,971	117,000	121,711	-	117,000	117,000	
54-30-088	FACILITY LEASE	5,102	5,903	7,813	7,000	6,936	-	7,000	7,000	
OPERATING REVENUE Total		793,414	806,985	889,519	879,000	876,412	-	879,000	879,000	
MISCELLANEOUS REVENUE										
54-36-600	INTEREST EARNED	(414)	40	94	50	25	-	50	50	
54-36-640	SALE OF FIXED ASSETS	-	1,400	-	-	-	-	-	-	
54-36-685	ADVERTISING REVENUES	-	800	450	-	-	-	-	-	
54-36-690	MISCELLANEOUS REVENUE	3,899	544	1,771	2,000	2,314	-	2,000	2,000	
54-36-695	MISCELLANEOUS - TOURNAMENT REV	-	2,500	2,500	-	2,500	-	2,500	2,500	
MISCELLANEOUS REVENUE Total		3,485	5,284	4,815	2,050	4,839	-	4,550	4,550	
CONTRIBUTIONS AND TRANSFERS										
54-38-870	TRANSFERS IN - GENERAL FUND	124,169	86,473	-	193,411	393,411	-	-	-	
54-38-880	TRANSFERS IN - CAP IMPROV FUND	-	29,000	-	-	-	-	-	-	
54-38-890	TRANSFERS IN - RAP TAX FUND	30,000	185,000	-	-	-	-	-	100,300	
CONTRIBUTIONS AND TRANSFERS Total		154,169	300,473	-	193,411	393,411	-	-	100,300	
GOLF PROFESSIONAL AND CLUB HOUSE										
54-81-110	SALARIES & WAGES	93,533	64,319	85,872	105,083	106,187	-	105,585	105,585	
54-81-111	OVERTIME	-	-	-	-	-	-	-	-	
54-81-114	SALARIES & WAGES - TEMP/P-TIME	55,226	60,552	49,344	43,815	44,135	-	43,815	43,815	
54-81-115	SALARIES & WAGES - SPEC DEPT	-	-	-	-	-	-	-	-	
54-81-116	SALARIES/WAGES-INCENTIVE PAY	-	-	-	-	-	-	-	-	
54-81-125	LONG TERM DISABILITY	394	95	319	621	522	-	634	634	
54-81-130	RETIREMENT	13,491	12,321	18,622	20,142	17,591	-	18,562	18,562	
54-81-131	GROUP HEALTH INSURANCE	9,722	17,381	24,448	25,461	25,008	-	36,729	36,712	
54-81-132	WORKERS COMP INSURANCE	3,164	1,621	1,068	1,998	1,854	-	2,026	2,026	
54-81-133	FICA TAXES	12,740	9,138	9,942	11,461	11,091	-	11,620	11,620	
54-81-134	EMPLOYEE BENEFITS - UNEMPLOY	-	814	111	1,500	-	-	1,500	1,500	
54-81-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,155	121	440	800	800	-	500	500	
54-81-230	TRAVEL	-	-	-	-	-	-	-	-	
54-81-240	OFFICE SUPPLIES & EXPENSE	2,698	2,773	1,999	2,000	2,000	-	2,000	2,000	
54-81-250	EQUIPMENT SUPPLIES & MAINT	-	-	-	-	-	-	-	-	
54-81-251	CONTRACT MECHANIC	4,500	-	-	-	-	-	-	-	
54-81-255	FUEL	11,627	9,554	10,521	11,000	8,706	-	11,000	11,000	
54-81-256	EQUIP MNT/REPAIR - GOLF CARTS	4,559	6,499	3,111	5,000	6,000	-	5,000	5,000	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
54-81-260	BLDGS & GROUNDS - SUPPLIES/MNT	4,397	3,653	2,781	7,200	7,200	-	7,200	7,200	
54-81-270	UTILITIES	10,352	9,289	10,960	13,920	13,500	-	13,920	13,920	
54-81-280	TELEPHONE	2,352	2,555	2,846	4,000	4,000	-	3,000	3,000	
54-81-310	PROFESSIONAL SERVICES	1,225	85	1,334	1,000	1,000	-	1,000	1,000	
54-81-330	EDUCATION AND TRAINING	-	-	-	3,200	3,000	-	3,200	3,200	
54-81-440	BANK CHARGES - VISA	14,568	15,036	18,195	20,000	19,325	-	20,000	20,000	
54-81-610	MISCELLANEOUS SUPPLIES	3,308	1,929	2,051	2,000	2,000	-	2,000	2,000	
54-81-631	EMPLOYEE INCENTIVE	199	-	-	-	-	-	-	-	
54-81-633	JUNIOR GOLF PROGRAM	-	1,271	2,301	2,000	2,000	-	2,000	2,000	
54-81-635	MISCELLANEOUS SERVICES	2,337	2,568	1,808	2,000	2,000	-	2,000	2,000	
54-81-636	EQUIPMENT EXPENSE	140	-	-	-	-	-	-	-	
54-81-638	ADVERTISING	112	2,310	2,097	2,000	2,000	-	2,000	7,000	
54-81-645	TOURNAMENT - EXPENSES	260	416	1,570	800	8,000	-	800	800	
54-81-720	CAPITAL OUTLAY - BUILDINGS	-	-	-	-	-	-	-	32,000	Fencing \$30K; Rain Gutters \$2K
54-81-740	EQUIPMENT - CARTS/MISC	750	-	-	-	-	-	-	-	
54-81-745	RENTAL CLUBS & BAGS	702	-	1,896	2,000	2,000	-	2,000	2,000	
GOLF PROFESSIONAL AND CLUB HOUSE Total		253,511	224,300	253,636	289,000	289,919	-	298,090	335,072	
COURSE & EQUIP MAINTENANCE & REPAIRS										
54-82-110	SALARIES & WAGES	59,604	106,120	89,497	106,377	104,430	-	98,999	98,999	
54-82-111	SALARIES & WAGES - OVERTIME	-	99	461	500	460	-	-	-	
54-82-114	SALARIES & WAGES - TEMP/P-TIME	79,436	58,728	77,201	76,000	72,672	-	76,000	76,000	
54-82-116	SALARIES/WAGES-INCENTIVE PAY	-	-	-	-	-	-	-	-	
54-82-125	LONG TERM DISABILITY	372	580	605	629	589	-	594	594	
54-82-130	RETIREMENT	11,138	17,970	14,088	20,229	19,029	-	16,358	16,358	
54-82-131	GROUP HEALTH INSURANCE	14,189	19,906	23,108	21,644	21,536	-	28,307	28,293	
54-82-132	WORKERS COMP INSURANCE	3,314	3,796	2,817	2,528	2,431	-	2,447	2,447	
54-82-133	FICA TAXES	10,778	12,387	12,663	13,830	13,283	-	13,387	13,387	
54-82-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	745	490	505	500	50	-	500	500	
54-82-230	TRAVEL, EDUCATION, TRAINING	125	-	-	-	-	-	-	-	
54-82-240	OFFICE SUPPLIES & EXPENSE	101	307	292	300	300	-	300	300	
54-82-245	EQUIP MNT/RPR - TOILET RENTAL	1,680	2,145	805	2,000	2,000	-	1,000	1,000	
54-82-248	SUPPLIES - IRRIGATION	6,808	13,193	9,283	10,000	10,000	-	10,000	10,000	
54-82-250	EQUIPMENT SUPPLIES & MAINT	16,007	17,281	12,036	14,000	14,000	-	14,000	14,000	
54-82-252	CONTRACT MECHANIC	10,313	-	-	-	-	-	-	-	
54-82-253	EQUIPMENT LEASE	620	440	440	1,000	1,000	-	1,000	1,000	
54-82-254	EQUIP MNT/RPR - TIRES & BODY	-	-	-	-	-	-	-	-	
54-82-255	FUEL	19,128	13,973	13,740	15,000	12,694	-	15,000	15,000	
54-82-258	EQUIP MNT/RPR - MOWER SHARPEN	2,375	3,464	820	4,000	4,000	-	4,000	5,500	Additional Sharpening \$1.5K
54-82-259	EQUIP MNT/RPR - MISC RPR PARTS	(44)	-	83	-	-	-	-	-	
54-82-260	BLDGS & GROUNDS - SUPPLIES/MNT	5,087	1,907	1,270	2,300	2,300	-	2,300	2,300	
54-82-261	PAINT & REPAIRS	-	-	-	-	-	-	-	-	
54-82-262	BLDGS & GROUNDS - GROUND SUPP	2,543	8,893	3,121	3,000	3,000	-	3,000	3,000	
54-82-270	UTILITIES - WATER	15,706	17,835	18,253	18,200	18,200	-	24,700	24,700	
54-82-275	UTILITIES - ELECTRICAL POWER	-	-	-	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
54-82-279	UTILITIES - WEBER WATER PURCH	-	-	-	-	-	-	-	-	
54-82-280	TELEPHONE	-	-	-	-	-	-	-	-	
54-82-322	SERVICES - TREE TRIMMING	1,750	3,400	3,545	3,400	3,800	-	3,400	3,400	
54-82-330	EDUCATION AND TRAINING	-	-	671	500	500	-	500	500	
54-82-412	SIGNS AND POSTS	-	-	-	-	400	-	-	-	
54-82-472	UNIFORMS - PROTECTIVE OSHA	-	79	-	400	200	-	400	800	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	2,585	1,145	1,117	1,000	1,000	-	1,000	1,000	
54-82-620	MISCELLANEOUS SERVICES	2,975	3,278	4,166	4,080	4,000	-	2,000	2,000	
54-82-631	EMPLOYEE INCENTIVE	210	-	-	-	-	-	-	-	
54-82-660	SUPPLIES - FERTILIZERS	21,047	10,074	11,955	12,000	12,000	-	12,000	17,000	Additional Fert \$5k
54-82-661	SUPPLIES - WEED-KILLERS	-	-	-	-	-	-	-	-	
54-82-662	SUPPLIES - ROUNDUP	-	-	-	-	-	-	-	-	
54-82-663	SUPPLIES - POND-CHEMICALS	-	-	-	-	-	-	-	-	
54-82-664	SUPPLIES - SOIL PENETRANTS	-	-	-	-	-	-	-	-	
54-82-665	SUPPLIES - INSECTICIDES	-	-	-	-	-	-	-	-	
54-82-666	SUPPLIES - FUNGICIDES	-	-	-	-	14,000	-	-	-	
54-82-667	SUPPLIES - TOP DRESSING SAND	6,471	5,883	5,944	14,000	14,000	-	14,000	14,000	
54-82-668	SUPPLIES - SEED	1,519	2,591	2,263	3,500	3,500	-	3,000	3,000	
54-82-669	SUPPLIES - CART PATH	-	384	7,426	8,000	8,000	-	8,000	8,000	
54-82-670	SUPPLIES - GARDEN & FLOWERS	-	-	-	-	-	-	-	-	
54-82-672	SUPPLIES - RAKES	1,482	-	-	-	-	-	-	-	
54-82-673	SUPPLIES - GREEN CUPS & FLAGS	-	-	-	-	500	-	-	-	
54-82-674	SUPPLIES - TREE STAKES & ROPES	-	-	332	500	500	-	-	-	
54-82-675	PROJECT COMPLETIONS	-	-	1,614	-	-	-	-	-	
54-82-677	SUPPLIES - MISC CHEMICALS	5,833	10,330	9,094	11,000	11,000	-	11,000	11,000	
54-82-735	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	840	-	-	18,800	Chemical Room \$12K, 11th Tee \$6.6K
54-82-740	CAPITAL OUTLAY - EQUIPMENT	164,903	31,132	75,691	53,000	53,000	-	53,000	66,600	Mower \$6K, Backhoe \$900, Gator \$6.7K
COURSE & EQUIP MAINTENANCE & REPAIRS Total		468,801	367,810	404,905	423,416	429,214	-	420,194	459,480	
DRIVING RANGE										
54-83-111	OVERTIME SALARIES & WAGES	-	-	-	250	-	-	250	250	
54-83-114	SALARIES & WAGES - TEMP/P-TIME	21,189	23,206	25,741	19,000	24,397	-	23,000	23,000	
54-83-132	WORKERS COMP INSURANCE	519	549	395	549	550	-	549	549	
54-83-133	FICA TAXES	1,621	1,755	1,969	1,755	1,825	-	1,755	1,755	
54-83-250	EQUIPMENT SUPPLIES & MAINT	1,333	1,768	1,169	2,500	2,500	-	1,000	1,000	
54-83-610	MISCELLANEOUS SUPPLIES	-	528	1,284	500	500	-	1,000	1,000	
54-83-631	EMPLOYEE INCENTIVE	87	-	-	-	-	-	-	-	
54-83-679	SUPPLIES - RANGE GOLF BALLS	-	2,717	2,717	3,000	3,000	-	3,000	3,000	
54-83-730	CAPITAL OUTLAY - IMPROVEMENTS	23,376	-	12,555	-	-	-	-	14,000	Tee signs
54-83-740	CAPITAL OUTLAY - EQUIPMENT	-	-	5,595	-	-	-	-	10,000	Picker Tractor
DRIVING RANGE Total		48,125	30,523	51,424	27,554	32,772	-	30,554	54,554	
PRO SHOP & CAFÉ										
54-84-250	EQUIPMENT SUPPLIES & MAINT	986	64	1,511	1,250	1,250	-	1,250	1,250	
54-84-260	BLDGS & GROUNDS - SUPPLIES/MNT	16,038	6,228	2,220	6,250	5,500	-	6,250	6,250	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
54-84-400	MERCHANDISE PURCHASES- DIRECT	78,550	63,969	61,138	75,000	68,000	-	75,000	75,000	
54-84-500	NON INVENTORY PURCHASES	157	-	-	-	-	-	-	-	
54-84-740	CAPITAL OUTLAY	-	-	43,325	9,500	8,000	-	-	-	
PRO SHOP & CAFÉ Total		95,730	70,261	108,193	92,000	82,750	-	82,500	82,500	
DEBT SERVICE										
54-85-811	PRINCIPAL - G.O. BOND '03	210,000	225,000	-	-	-	-	-	-	
54-85-816	LEASE PAYMENT - GOLF CARTS	20,717	34,142	36,078	36,060	36,060	-	36,060	36,060	
54-85-821	INTEREST - G.O. BOND '03	40,172	9,107	-	-	-	-	-	-	
54-85-831	AGENT FEES - '03 BOND	500	500	-	-	-	-	-	-	
54-85-840	INTERFUND LOAN	-	-	-	203,411	393,411	-	-	-	
54-85-899	INTEREST EXPENSE	8,016	13,961	15,855	7,500	7,500	-	7,500	7,500	
DEBT SERVICE Total		279,406	282,710	51,933	246,971	436,971	-	43,560	43,560	
GOLF FUND REVENUES		951,068	1,112,742	894,334	1,074,461	1,274,662	-	883,550	983,850	
GOLF FUND EXPENDITURES		(1,230,852)	(1,065,867)	(870,091)	(1,078,941)	(1,271,626)	-	(874,898)	(975,166)	
NET GAIN/(LOSS)		(279,784)	46,875	24,242	(4,480)	3,036	-	8,652	8,684	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
CAP PROJECT - 900 W										
CONTRIBUTIONS AND TRANSFERS										
71-38-800	CONTRIBUTIONS - WATER FUND	-	-	-	-	-	-	-	-	
71-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-	-	-	-	-	-	-	-	
71-38-900	CONTRIBUTIONS - STREETS TAX	-	-	-	-	-	-	-	-	
71-38-909	CONTRIBUTIONS - STREETS IMPACT FEE	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	-	-	-	-	-	
CAPITAL PROJECTS										
71-70-730	CAPITAL OUTLAY - WATER	-	52,667	-	-	-	-	-	-	
71-70-770	CAPITAL OUTLAY - STREETS	-	736	-	-	-	-	-	-	
71-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	53,403	-	-	-	-	-	-	
CAP PROJECT - 900 W FUND REVENUES										
		-	-	-	-	-	-	-	-	
CAP PROJECT - 900 W FUND EXPENDITURES										
		-	53,403	-	-	-	-	-	-	
NET GAIN/(LOSS)										
		-	(53,403)	-	-	-	-	-	-	
CAP PROJECT - 800 W										
CONTRIBUTIONS AND TRANSFERS										
72-38-800	CONTRIBUTIONS - WATER FUND	-	-	-	-	-	-	-	-	
72-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-	-	-	-	-	-	-	-	
72-38-900	CONTRIBUTIONS - STREETS TAX	-	-	-	-	-	-	-	-	
72-38-910	CONTRIBUTIONS - STREETS IMPACT FEE	-	-	703,902	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	703,902	-	-	-	-	-	
CAPITAL PROJECTS										
72-70-730	CAPITAL OUTLAY - WATER	-	-	347,645	-	-	-	-	-	
72-70-770	CAPITAL OUTLAY - STREETS	-	91	326,840	-	-	-	-	-	
72-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	91	674,485	-	-	-	-	-	
CAP PROJECT - 800 W FUND REVENUES										
		-	-	703,902	-	-	-	-	-	
CAP PROJECT - 800 W FUND EXPENDITURES										
		-	91	674,485	-	-	-	-	-	
NET GAIN/(LOSS)										
		-	(91)	27,441	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
CAP PROJECT - 725 W										
73-36-600	Interest Earned			8	-	-	-	-	-	
73-36-630	Resident Sidewalk Part			5,167	-	-	-	-	-	
				5,175	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS										
73-38-800	CONTRIBUTIONS - WATER FUND	-	-	-	-	-	-	-	-	
73-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-	-	-	-	-	-	-	-	
73-38-900	CONTRIBUTIONS - STREETS TAX	-	-	419,962	-	-	-	-	-	
73-38-909	CONTRIBUTIONS - STREETS IMPACT FEE	-	-	-	-	-	-	-	-	
	CONTRIBUTIONS AND TRANSFERS Total	-	-	419,962	-	-	-	-	-	
73-40-610	Misc Supplies	-	-	216	-	-	-	-	-	
		-	-	216	-	-	-	-	-	
CAPITAL PROJECTS										
73-70-730	CAPITAL OUTLAY - WATER	-	-	277,447	-	-	-	-	-	
73-70-770	CAPITAL OUTLAY - STREETS	-	-	147,474	-	-	-	-	-	
73-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
	EXPENDITURES Total	-	-	424,920	-	-	-	-	-	
CAP PROJECT - 725 W FUND REVENUES		-	-	425,137	-	-	-	-	-	
CAP PROJECT - 725 W FUND EXPENDITURES		-	-	(425,136)	-	-	-	-	-	
NET GAIN/(LOSS)		-	-	1	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
CAP PROJECT - PAGES LANE										
CONTRIBUTIONS AND TRANSFERS										
74-38-800	CONTRIBUTIONS - WATER FUND	-	-		225,000	278,000	-	-	-	
74-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-	-		200,000	200,000	-	-	-	
74-38-900	CONTRIBUTIONS - STREETS TAX	-	-		175,000	175,000	-	-	-	
74-38-910	CONTRIBUTIONS - STREETS IMPACT FEE	-	-	2,066	250,000	198,000	-	-	-	
74-38-911	CONTRIBUTIONS - STORM WATER FUND	-	-	-	-	197,000	-	-	-	
74-38-999	CONTRIBUTIONS - UDOT GRANT	-	-		150,000	150,000	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	2,066	1,000,000	1,198,000	-	-	-	
74-40-620	Misc Service			2,066						
CAPITAL PROJECTS										
74-70-730	CAPITAL OUTLAY - WATER	-	-	-	425,000	478,000	-	-	-	
74-70-770	CAPITAL OUTLAY - STREETS	-	-	-	575,000	373,000	-	-	-	
74-70-771	CAPITAL OUTLAY - STORM WATER	-	-	-	-	197,000	-	-	-	
74-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	-		1,000,000	1,048,000	-	-	-	
CAP PROJECT - PAGES LANE FUND REVENUES		-	-	2,066	1,000,000	1,198,000	-	-	-	
CAP PROJECT - PAGES LANE FUND EXPENDITURES		-	-	(2,066)	1,000,000	1,198,000	-	-	-	
NET GAIN/(LOSS)		-	-	-	-	-	-	-	-	

WEST BOUNTIFUL CITY TENTATIVE BUDGET FY 2016/2017

Acct	Acct.Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	TENTATIVE 2016-17	Note
CAP PROJECT - 660 W										
CONTRIBUTIONS AND TRANSFERS										
75-38-800	CONTRIBUTIONS - WATER FUND	-	-	-	200,000	-	-	-	-	
75-38-810	CONTRIBUTIONS - WATER IMPACT FEE	-	-	-	200,000	-	-	-	-	
75-38-900	CONTRIBUTIONS - STREETS TAX	-	-	-	350,000	-	-	-	-	
75-38-909	CONTRIBUTIONS - STREETS IMPACT FEE	-	-	-	-	-	-	-	-	
75-38-999	CONTRIBUTIONS - UDOT GRANT	-	-	-	-	-	-	-	-	
CONTRIBUTIONS AND TRANSFERS Total		-	-	-	750,000	-	-	-	-	
CAPITAL PROJECTS										
75-70-730	CAPITAL OUTLAY - WATER	-	-	-	400,000	-	-	-	-	
75-70-770	CAPITAL OUTLAY - STREETS	-	-	-	350,000	-	-	-	-	
75-40-800	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-	-	
EXPENDITURES Total		-	-	-	750,000	-	-	-	-	
CAP PROJECT - PAGES LANE FUND REVENUES		-	-	-	750,000	-	-	-	-	
CAP PROJECT - PAGES LANE FUND EXPENDITURES		-	-	-	750,000	-	-	-	-	
NET GAIN/(LOSS)		-	-	-	-	-	-	-	-	

MEMORANDUM



TO: Planning Commission

DATE: February 18, 2016

FROM: Ben White

RE: Olsen Farms 5A Subdivision (Jeff Olsen) @ 1752 N 1100 West

Mr. Jeff Olsen is seeking final plat approval for a one acre parcel of ground situated between 1100 West Street and Eagle Glenn Circle. The Planning Commission recommended final plat approval in February.

Minimum Standards

The property is located in an R-1-22 zone which requires each lot be at least one-half acre (21,780 sq.ft.) in size. Each lot must also be a minimum of 85 feet wide, and have street frontage. The proposed subdivision meets these minimum criteria. There are existing utilities which encumber parts of the property but do not render the property unbuildable.

Improvements

Curb and sidewalk do not exist in front of the proposed Lot 1 on 1100 West, and as the improvements exist adjacent to Lot 1 on 1100 West and immediately across the street, staff recommends requiring these improvements be constructed as part of the subdivision. At the time the Olsen Farms 5 subdivision was constructed, the curb and sidewalk improvements were installed in front of the proposed Lot 2 on Eagle Glen Circle, and utilities were stubbed to the property.

Recommendation

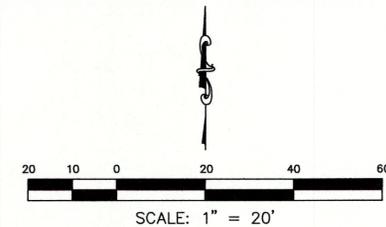
A Public Hearing was held before the Planning Commission on February 23rd. No substantive comments were received during the hearing. The Planning Commission made a recommendation to the City Council that the subdivision be approved with the condition that curb and sidewalk are extended along the 1100 West street frontage.

Staff recommends that the Olsen Farm 5a subdivision be granted final plat approval by the City Council with the following items to be completed prior to plat recordation.

1. Developer provides a current title report with no objectionable entries.
2. An improvement bond agreement be executed, and the required improvement bond be provided.
3. Payment of the storm drain impact fee for the newly created lot.

OLSEN FARM ESTATES 5A SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 14 AND THE NW 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
FEBRUARY 2016



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES 5A SUBDIVISION.



VON R. HILL

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 0°32'10" WEST 163.21 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH 89°47'11" WEST 110.42 FEET TO THE EAST LINE OF 1100 WEST STREET; THENCE ALONG SAID EAST LINE NORTH 22°17'47" EAST 164.54 FEET TO THE SOUTH LINE OF LOT 505, OLSEN FARM ESTATES PLAT 5; THENCE LEAVING SAID EAST LINE AND RUNNING ALONG THE SOUTH LINE OF SAID LOT 505 NORTH 89°47'11" EAST 263.05 FEET TO THE WEST LINE OF EAGLE GLEN CIRCLE; THENCE ALONG SAID WEST LINE SOUTH 0°32'10" EAST 152.00 FEET; THENCE SOUTH 89°47'11" WEST 216.48 FEET TO THE POINT OF BEGINNING. CONTAINING 1.029 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES 5A SUBDIVISION, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

SIGNED THIS ____ DAY OF _____, 20__.

L.L.C. ACKNOWLEDGMENT

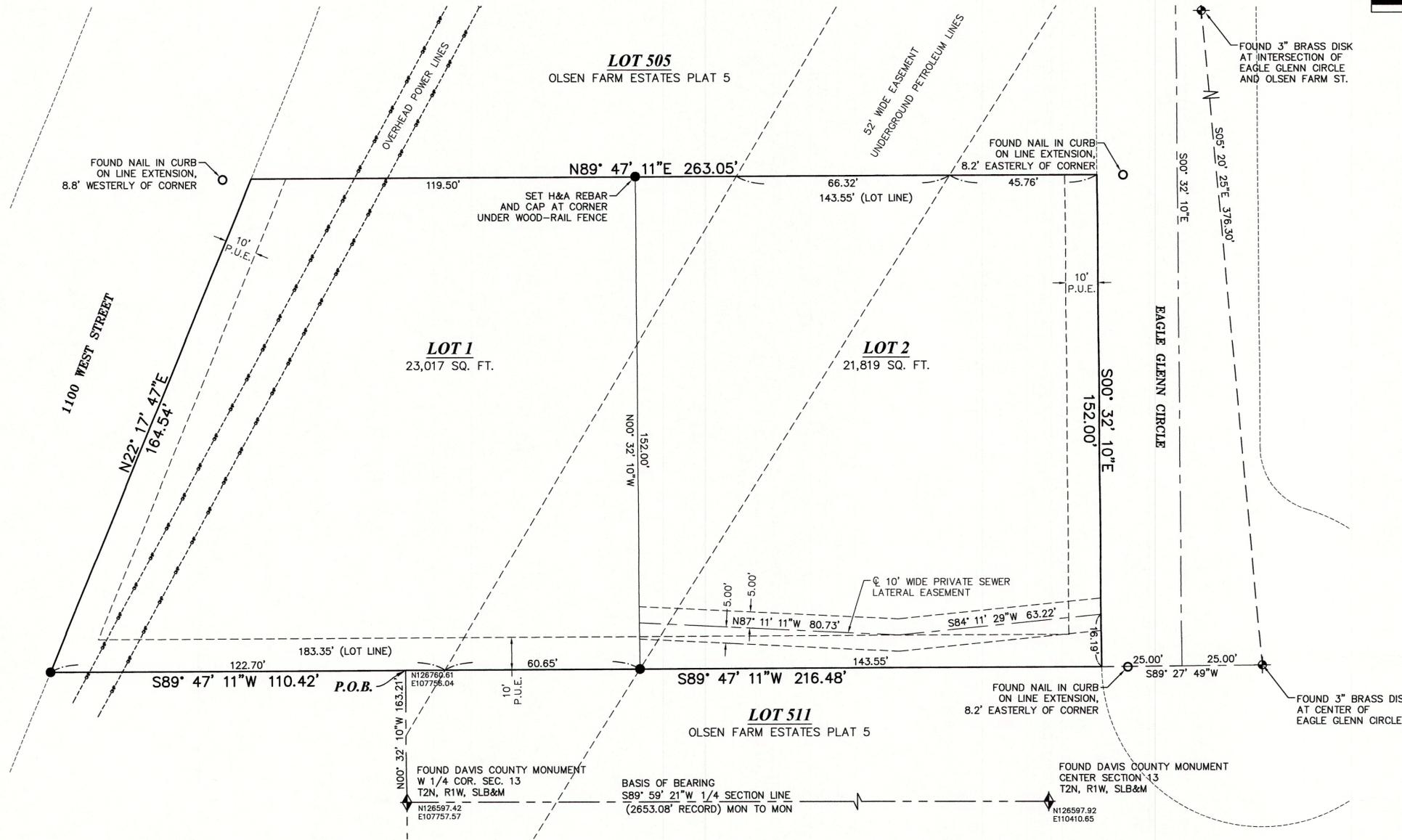
ON THE ____ DAY OF _____, 20__ THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____

WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS A MEMBER OF OLSEN RANCHES, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____



GENERAL NOTES

1. ALL FRONT AND REAR LOT EASEMENTS SHOWN ARE 10.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED. INSIDE PERIMETER OF SUBDIVISION IS A 10.0' WIDE EASEMENT.
2. ALL SIDE EASEMENTS 7.00' WIDE.
3. ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
4. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.
5. WETLAND AREAS ARE NOT TO BE DISTURBED

LEGEND

- SUBDIVISION LINE _____
- LOT LINES _____
- ROAD CENTERLINE _____
- SECTION LINES _____
- TIE TO MONUMENT _____
- PUBLIC UTILITY EASEMENT (P.U.E.) _____
- SET 5/8" REBAR AND H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●
- FOUND PROPERTY MARKER (AS NOTED) ○

181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Fax 801-298-5983

PROJ# 1194001 (14-329)
12/23/2015
01/26/2016
02/22/2016

RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____, 20__
WEST BOUNTIFUL CITY ENGINEER

RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____, 20__ BY THE
PLANNING COMMISSION OF WEST BOUNTIFUL CITY.
CHAIRMAN: _____

WEST BOUNTIFUL CITY COUNCIL
PRESENTED TO THE CITY COUNCIL OF WEST BOUNTIFUL, UTAH THIS
DAY OF _____, 20__ AT WHICH TIME THIS SUBDIVISION
WAS APPROVED AND ACCEPTED.
MAYOR: _____
CITY RECORDER ATTEST: _____

RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____, 20__
WEST BOUNTIFUL CITY ATTORNEY

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20__ AT _____
IN BOOK _____ OF _____
COUNTY RECORDER _____
BY _____ DEPUTY

WEST BOUNTIFUL CITY

RESOLUTION #388-16

A RESOLUTION NAMING THE CHIEF OF POLICE AS THE CITY COUNCIL DESIGNEE TO AUTHORIZE AMPLIFIED MUSIC IN CITY PARKS

WHEREAS, West Bountiful City supports the general policy of making its facilities, including the Park Boweries available to the public for certain types of activities and events; and,

WHEREAS, the City Council adopted Resolution 306-12 on December 4, 2012 modifying the 2005 West Bountiful City Community Center and City Hall Use Policy and added to it policies governing the rental of its Park Boweries; and,

WHEREAS, Section E.3. of the 2012 Facility Use Policy states amplified music is not permitted without prior written consent of the City Council, or its designee.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that it names the Chief of Police as the City Council designee to authorize amplified music in city parks.

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

Passed and approved by the City Council of West Bountiful City this 3rd day of May, 2016.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, City Recorder



West Bountiful City

Proclamation

A PROCLAMATION OF THE WEST BOUNTIFUL CITY COUNCIL DECLARING MAY 19, 2016 AS ARBOR DAY IN WEST BOUNTIFUL CITY

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs by moderating the temperature, produce oxygen and clean the air, and provide habitat for wildlife, and

WHEREAS, trees, properly planted and cared for, are a source of community environment that assist in mental and peaceful renewal, and

WHEREAS, having beautiful trees planted in our community is an important matter to our citizens.

NOW THEREFORE, I, Kenneth L. Romney, Mayor of West Bountiful City, on behalf of the City Council, do hereby proclaim May 19, 2016 as Arbor Day in West Bountiful City and urge all citizens to support efforts to protect our trees and woodlands, and further, we encourage all citizens to plant trees and promote the well being of present and future generations.

Dated this 3rd day of May, 2016.

Mayor Kenneth L. Romney

Attest:

Cathy Brightwell - City Recorder

WEST BOUNTIFUL CITY

ORDINANCE NO. 376-16

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT FOR 9.13 ACRES OF REAL PROPERTY (PREVIOUSLY KNOWN AS “PONY HAVEN”) LOCATED WITHIN THE CITY AT APPROXIMATELY 690 WEST 1600 NORTH

WHEREAS, Chapter 17.68 of the West Bountiful Municipal Code (the “*Code*”) authorizes the City Council, in its discretion and as a legislative decision following a recommendation from the Planning Commission, to allow a parcel of property to be developed as a Planned Unit Development (“*PUD*”);

WHEREAS, under appropriate circumstances a PUD may permit greater flexibility and design freedom than permitted under basic zoning regulations to accomplish a well-balanced, aesthetically satisfying city and economically desirable development of building sites within a development;

WHEREAS, as part of PUD approval, the City Council may grant a density bonus based on amenities provided or other reasonable contributions of a project;

WHEREAS, a developer has requested approval of a PUD for approximately 9.13 acres of real property located at approximately 690 West 1600 North in West Bountiful, Utah, as more particularly described in the attached **Exhibit A** (the “*Property*”), in order to develop a subdivision known as The Cottages at Havenwood;

WHEREAS, the developer has requested a density bonus of thirty percent (30%) (the “*Density Bonus*”), or nine (9) lots more than would be allowed if the Property were developed according to traditional subdivision regulations, for a total density on the Property of thirty-nine (39) lots;

WHEREAS, the developer is willing to develop the Property in a manner that will benefit the community at large, including by making a payment to the City in lieu of certain amenities in the amount of \$157,380.00;

WHEREAS, the City and the developer are willing to memorialize terms of the PUD development in a Development Agreement in substantially the form attached as **Exhibit B**;

WHEREAS, following execution of the Development Agreement the subdivision will still be subject to approval in accordance with Titles 16 and 17 of the Code;

WHEREAS, the West Bountiful Planning Commission has recommended approval of the PUD with a density bonus;

WHEREAS, after considering the recommendation of the Planning Commission, the City Council concludes that the features of the proposed PUD, taken as a whole, are preferable to

a traditional subdivision approved in accordance with Titles 16 and 17 of the Code. This conclusion is based in part on a showing that the proposed PUD is in accordance with the purpose, spirit and intent of Chapter 17.68 of the Code and is not hazardous, harmful, offensive or otherwise adverse to the environment, property values, the character of the neighborhood, or the health, safety and welfare of the community;

WHEREAS, the City Council concludes that approving a PUD with the Density Bonus on the Property promotes the public health, safety, and welfare, and is in the best interest of the City and its residents and the general community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY, UTAH, THAT THE PROPERTY MAY BE DEVELOPED AS A PUD WITH THE DENSITY BONUS, SUBJECT TO ALL APPLICABLE LAWS AND ORDINANCES AND IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT ATTACHED AS EXHIBIT B. THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY.

This ordinance will become effective upon signing and posting.

Adopted this 3rd day of May, 2016.

By:

Kenneth Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

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

EXHIBIT A

Legal Description of the Property

PARCEL 1:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE NORTH 18.79 CHAINS; THENCE WEST 3.885 CHAINS; THENCE SOUTH 18.79 CHAINS; THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE SOUTH 4.80 CHAINS, THENCE WEST 3.885 CHAINS, THENCE NORTH 4.80 CHAINS, THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE WESTERLY 3.29 FEET OF LOT 206, BIRNAM WOODS PHASE 2, WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH.

EXHIBIT B

Development Agreement

DEVELOPMENT AGREEMENT

The Cottages at Havenwood Subdivision

This DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into effective _____, 2016 (the “**Effective Date**”), by and between **CAPITAL REEF MANAGEMENT, LLC**, a Utah limited liability company (“**Developer**”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “**City**”).

RECITALS

A. Developer owns approximately 9.13 acres of real property (previously known as “Pony Haven”) located within the City at approximately 690 West 1600 North, and as more particularly described in the attached **Exhibit A** (the “**Property**”). Developer proposes to subdivide the Property as a Planned Unit Development (“**PUD**”) pursuant to Chapter 17.68 *et seq.* of the West Bountiful Municipal Code, as amended (the “**Code**”), under the name of “**The Cottages at Havenwood**” (the “**Subdivision**”).

B. Developer desires to develop the Property as an active adult community, targeted to a demographic of the population that desires smaller lots and single-level living, maintained by a home owner’s association (the “**HOA**”).

C. If developed as a standard subdivision within the applicable R-1-10 zoning district, the Property would yield a maximum of thirty (30) lots. Under the City’s PUD ordinance, Developer desires a density bonus for the Property of thirty percent (30%) (the “**Density Bonus**”). The Density Bonus would yield an additional nine (9) lots, for a total of thirty-nine (39) lots in the Subdivision, as depicted in the site plan attached as **Exhibit B** (the “**Site Plan**”). After due consideration, the West Bountiful City Council has directed the preparation of this Agreement and an ordinance for approval of a PUD on the Property with the Density Bonus.

D. Following the execution of this Agreement, Developer intends to submit to the City’s Planning Commission and City Council for approval a preliminary plat and final plat (the “**Final Plat**”) for the Subdivision consistent with the Site Plan (**Exhibit B**).

E. The City’s approval of the Final Plat is subject to (1) the execution of this Agreement; (2) the delivery of security acceptable to the City for the satisfactory completion and warranty of all onsite and offsite improvements required for the Subdivision (collectively, the “**Improvements**”); and (3) compliance with the requirements of this Agreement and the City’s zoning ordinances and development regulations, including Titles 16 and 17 of the Code.

F. Developer is willing to complete the Improvements and develop the Subdivision in harmony with the long-range goals and policies of the City’s general plan and in compliance with the Final Plat, the Code and this Agreement. The City is willing by this Agreement to grant Developer certain development rights subject to the requirements of this Agreement, the Code, the City’s subdivision standards and specifications, and all other applicable laws and requirements (collectively, the “**Subdivision Requirements**”).

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

1. DEVELOPMENT OF SUBDIVISION. The approved uses, density, intensity, and configuration of the components of the Subdivision are depicted and described in the Site Plan

(**Exhibit B**); the drawings attached as **Exhibits C, D, and E**, (collectively, the “**Drawings**”); and the Declaration of Covenants, Conditions and Restrictions attached as **Exhibit F** (the “**CC&Rs**”). In particular, the approved limits on modifications to standard lot size, setback, and density requirements are depicted in the Site Plan (**Exhibit B**). Developer will develop the Subdivision in conformity with the requirements of the Final Plat (which must be consistent with the Site Plan), the Drawings, and the CC&Rs.

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

3. COMPLETION OF IMPROVEMENTS. Developer will provide, construct, and install the Improvements in a satisfactory manner in compliance with the Subdivision Requirements. Developer will complete all of the Improvements within 18 months after the date the Final Plat is recorded; provided, that upon written application submitted prior to the expiration of the 18-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

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

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

b. Culinary Water. All culinary water main lines within the Subdivision will be constructed and tied to the City’s existing culinary water system in strict compliance with the Code and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water. Before connecting such culinary water lines to the City’s culinary water system, Developer will reimburse the City for its actual cost of installing a lateral from the City’s main line in Pages Lane to the Subdivision, which cost shall not exceed \$7,000.00.

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

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

e. Storm Drainage. Developer will construct and install an adequate storm drainage collection system, sub-surface collection system and other surface and underground water drainage facilities in accordance with the Drawings, and in strict compliance with the Subdivision Requirements. In particular, Developer will provide rear yard drains and drain lines in accordance with the Grading and Drainage Plan attached as **Exhibit C** and the Subdivision Requirements. Developer will also provide adequate pump facilities in accordance with the Pump Facilities Design attached as **Exhibit D** and the Subdivision Requirements, subject to City approval. Developer will install a 48-inch bypass storm drain line at 800 West Street subject to approval of the City and Davis County. Developer will obtain a UPDES permit from the State of Utah for storm water pollution prevention. Developer will maintain the permit in place until (1) all disturbed land within the Subdivision is stabilized (meaning paved and

concreted, with homes built and landscaping installed, or vegetation re-established); or (2) Developer's construction is complete in accordance with this Agreement and all lots in the Subdivision have been conveyed to third parties, whichever occurs first.

f. Pump Facilities. Developer will provide 7,000 to 8,000 square feet of open space and pump facilities, as depicted in the Site Plan (**Exhibit B**) and in accordance with the Pump Facilities Design (**Exhibit D**) and applicable Subdivision Requirements, subject to City approval. The HOA will own and maintain the open space. The City will own and maintain the pump facilities.

g. Amenity Contribution. In lieu of certain amenities, Developer will provide the City a payment of ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (\$157,380.00) upon recordation of the Final Plat. Of that amount \$42,500 is identified for storm water enhancements, but may be used for other purposes at the City's discretion. The City will use the remaining \$114,880 at its discretion for community amenities.

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

i. Landscape Improvements. Developer will provide landscape improvements to the Subdivision, including front-, side- and rear-yard landscaping of individual lots, in accordance with the Landscape Plan attached as **Exhibit E**. In particular, Developer will plant at least one tree in the park strip for each lot and provide fencing as specified in the Landscape Plan, and all side-yard fencing shall be at least 30 feet back from the front line of the improved lots. Perimeter fencing will be installed at the time the remaining Improvements are installed. The HOA will maintain all front- and side-yard landscaping and perimeter fencing.

j. Architectural Standards. All dwellings in the Subdivision will be single-story buildings with a maximum height of twenty-five (25) feet and a minimum square footage of 1500 square feet of living area (not including the garage). Each dwelling shall use the following types of exterior construction materials: brick, rock, stone, stucco, or hardy cementitious siding. The front, or street-facing façade of each dwelling, shall have at least 50% brick, stone, or rock masonry. Vinyl siding shall not be allowed. All dwellings shall include an attached two-car garage as a minimum. No detached garages will be allowed. A dwelling may be built next to a dwelling with the same plan, but the exterior material colors used on such adjacent dwellings, as well as the garage element design and color, must be different. All dwellings shall further comply with the provisions of the CC&Rs (**Exhibit F**).

5. COVENANTS, CONDITIONS AND RESTRICTIONS. Developer will record covenants, conditions and restrictions against the Property in substantially the same form as the CC&Rs attached as **Exhibit F**. No amendment to the CC&Rs or termination of the CC&Rs may be made without the City's prior written approval. The City will be an intended third-party beneficiary of the CC&Rs for purposes of enforcing architectural standards required under the CC&Rs.

6. CONSTRUCTION.

a. Construction Period. Developer will:

- (1) Develop the Subdivision in accordance with accepted development procedures;

(2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;

(3) Take reasonable steps to contain and abate dust resulting from construction activities;

(4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the Subdivision reasonably accessible and conducive to travel by trucks and heavy equipment;

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

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

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

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

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

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

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

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

(2) **Street and Parking Surfaces.** The building will be located on a lot served by a street surface and parking areas improved to the extent necessary to be passable for fire fighting and other emergency equipment and apparatus. The street surface must be constructed the full width of the final street design, including curb and gutter. All street and parking surfaces must be constructed, at a minimum, with either an asphalt surface course or compacted gravel road base placed to the final finish elevation of the asphalt surface (additional thickness may be required if building construction is to begin during any month from October through March).

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

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

e. **Stop Work Order.** In the event the City determines Developer is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon five (5) days' written notice to Developer, the City may shut down all work on the Subdivision and prevent further construction or building activity until Developer remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

7. DEDICATION OF PUBLIC IMPROVEMENTS. Upon the satisfactory completion and final inspection of the Improvements, Developer will dedicate to the City all Public Improvements, including the culinary water system, storm drain lines (except for the rear yard drain lines), pump station, streets, sidewalk, curb and gutter. The owner of each lot in the Subdivision will own and maintain the rear yard drain and that portion of the rear yard drain lines within the lot's boundaries. The HOA will own and maintain the detention basin. Developer will continue to repair and replace the Public Improvements as necessary during the Warranty Period, as provided below.

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

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

10. FEES AND CHARGES. Developer will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, public improvement inspection fees, and water rights fees (if Developer does not dedicate water rights to the City), before the Final Plat is recorded; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

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

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

b. Failure to Perform.

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

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

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

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

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

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

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

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

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

Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 12.f.

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

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

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

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

13. INDEMNIFICATION.

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

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

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

14. INSURANCE. Developer will maintain during the development of the Subdivision and the Warranty Period insurance in types and amounts reasonably acceptable to the City, covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or other agent of Developer in the development of the Subdivision, including the installation or construction of the Improvements or the completion or repair of the Improvements by the City. Developer's indemnity obligations under this Agreement shall include any

liability that exceeds the insurance policy limits. Developer will provide at least annually proof of the insurance required under this Agreement. If Developer fails to maintain insurance as required, the City, at its option, may obtain such insurance and collect from Developer the cost of insurance premiums as part of the City's recoverable costs, as described in Section 12.f. The City may suspend the issuance of any building permits until such insurance is in place.

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

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

17. INSPECTION AND PAYMENT.

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

b. Right to Enter Subdivision. Developer grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property within the Subdivision for the purpose of inspecting, completing, repairing, or replacing the Improvements and taking any other necessary remedial action, both before and during the Warranty Period and for ninety (90) days thereafter.

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

18. MISCELLANEOUS PROVISIONS.

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

b. Expiration. This Agreement will expire without further notice to either party if Developer does not record the Final Plat within twelve (12) months after the Effective Date; provided, that upon written application submitted prior to the expiration of the 12-month period, the City, through its City Council, may extend the time for recording the Final Plat for up to an additional six months for good cause shown.

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

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

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

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

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

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

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

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

TO DEVELOPER:	Capital Reef Management, LLC 893 Marshall Way, Suite A Layton, Utah 84041
---------------	---

TO THE CITY:

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER:

CAPITAL REEF MANAGEMENT, LLC

Brad Frost, Manager

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2016, appeared before me **Brad Frost**, who, being duly sworn, did acknowledge that he is the **Manager** of **Capital Reef Management, LLC**, the Developer of **The Cottages at Havenwood** named in the foregoing Agreement, and that he signed the Agreement as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2016, appeared before me **Kenneth Romney** and **Cathy Brightwell**, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

EXHIBIT LIST

- Exhibit A** Legal Description of the Property
- Exhibit B** Site Plan
- Exhibit C** Grading and Drainage Plan
- Exhibit D** Pump Facilities Design
- Exhibit E** Landscape Plan
- Exhibit F** Covenants, Conditions and Restrictions

EXHIBIT A

Legal Description of the Property

PARCEL 1:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE NORTH 18.79 CHAINS; THENCE WEST 3.885 CHAINS; THENCE SOUTH 18.79 CHAINS; THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE SOUTH 4.80 CHAINS, THENCE WEST 3.885 CHAINS, THENCE NORTH 4.80 CHAINS, THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE WESTERLY 3.29 FEET OF LOT 206, BIRNAM WOODS PHASE 2, WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH.

EXHIBIT B

Site Plan



Vicinity Map
SCALE: 1" = 500'

LINE TABLE

LINE	BEARING	DISTANCE
L1	SOUTH	25.00'
L2	SOUTH	25.00'
L3	WEST	10.01'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	225.00'	29.85'	29.83'	14.95'	N85°43'37"W	7°36'05"
C2	175.00'	24.66'	24.64'	12.35'	N85°57'47"W	8°04'25"
C3	200.00'	28.18'	28.16'	14.11'	S85°57'47"E	8°04'25"
C4	200.00'	28.18'	28.16'	13.29'	S85°43'37"E	7°36'05"
C5	175.00'	23.22'	23.20'	11.63'	S85°43'37"E	7°36'05"
C6	225.00'	31.71'	31.68'	15.88'	N85°57'47"W	8°04'25"
C7	12.00'	19.04'	17.10'	12.19'	N45°01'20"E	90°54'00"
C8	12.00'	18.66'	16.84'	11.81'	S44°58'40"E	89°06'00"
C9	12.00'	18.76'	16.91'	11.91'	N45°12'50"W	89°34'20"
C10	12.00'	18.94'	17.03'	12.09'	S44°47'10"W	90°25'40"
C11	22.00'	34.06'	30.76'	21.51'	N45°35'00"W	88°42'22"
C12	22.00'	34.75'	31.25'	22.19'	S44°49'05"W	90°29'29"

BOUNDARY DESCRIPTION

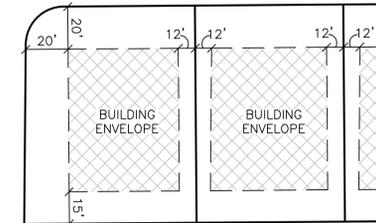
PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE RIGHT-OF-WAY OF 1600 NORTH STREET, SAID POINT BEING S00°27'24"E 321.96 AND N89°32'36"E 661.40 FEET FROM THE CENTER OF SAID SECTION 13; THENCE N00°25'40"W 1566.01 FEET; THENCE S89°31'40"E 266.18 FEET; THENCE SOUTH 1563.72 FEET; THENCE S89°59'21"W 254.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 407,362 SQUARE FEET OR 9.352 ACRES

LEGEND

- = SECTION CORNER
- = FOUND REBAR & CAP
- = PUBLIC UTILITY EASEMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE



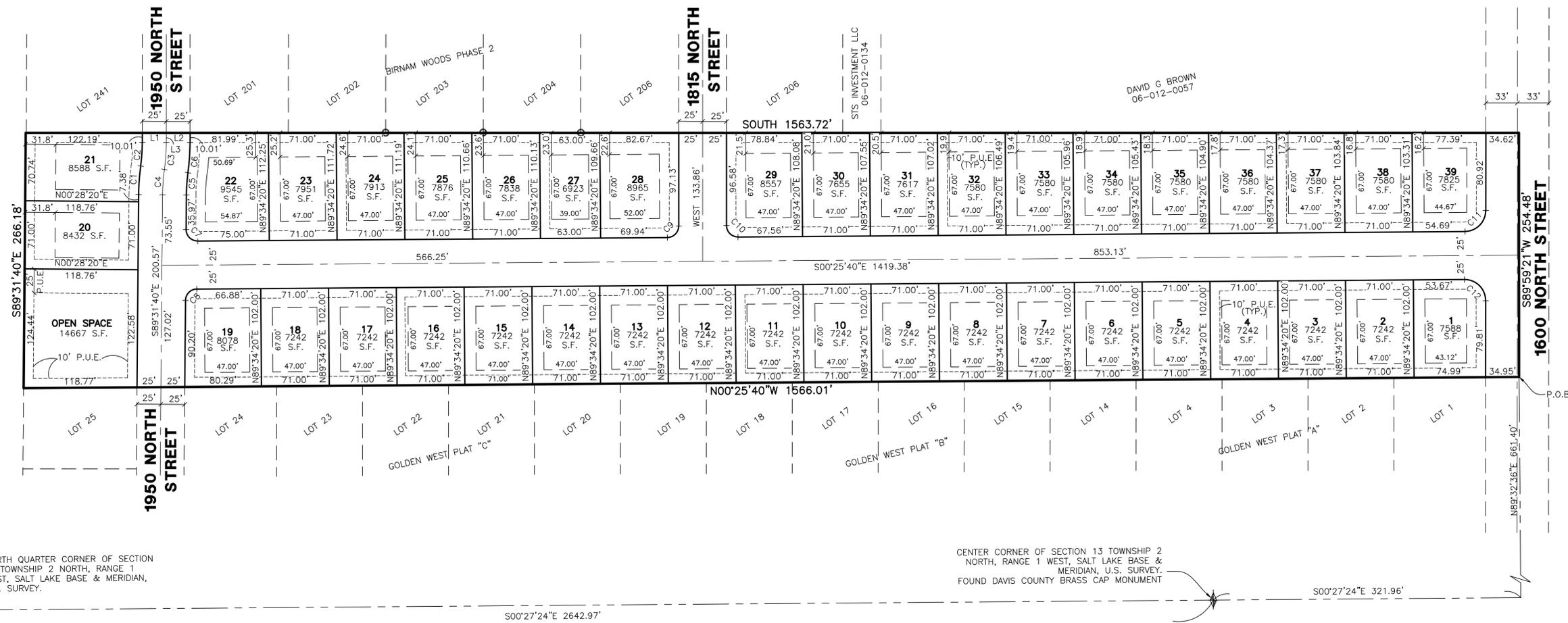
REQUESTED SET-BACK EXHIBIT
SCALE: NONE

NOTES:

- PROPERTY IS NOT IN A FEMA FLOOD ZONE
- ALL HOUSES WILL FRONT RIGHT OF WAY
- 6" VINYL FENCE TO BE INSTALLED AROUND PERIMETER OF DEVELOPMENT. SEE SHEET 4

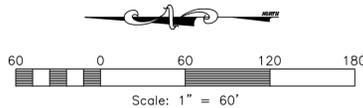
SHEET INDEX

- Sheet 1 - Preliminary Plat
- Sheet 2 - Preliminary Grading/Drainage & Utility Plan
- Sheet 3 - Preliminary Well Pump Detail
- Sheet 4 - Preliminary Typical Home Landscape Plan
- Sheet 5 - Exhibit - Davis County Public Works Stream Improvements



NORTH QUARTER CORNER OF SECTION 13 TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY.

CENTER CORNER OF SECTION 13 TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND DAVIS COUNTY BRASS CAP MONUMENT



The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

Developer:

Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898

Reeve & Associates, Inc.
320 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 WWW.REEVE-ASSOCIATES.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
INTEGRATIVE DESIGNERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
4-19-16	CITY COMMENTS
4-20-16	CITY COMMENTS

The Cottages at Havenwood
PART OF THE NE 1/4 OF SECTION 13, T.2N., R.1W., S.L.B. & M., U.S. SURVEY
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Preliminary Plat
"Not to be Recorded"

Project Info.

Engineer:	N. Reeve
Designer:	C. Cove
Begin Date:	September 14, 2015
Name:	The Cottages at Havenwood
Number:	5061-850

Sheet	5
1	Sheets

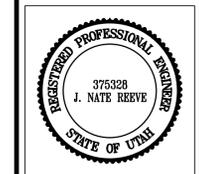
EXHIBIT C

Grading and Drainage Plan

REVISIONS	DESCRIPTION
DATE	CITY COMMENTS
04-19-16	
04-20-16	

The Cottages at Havenwood
 WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Preliminary Grading/Drainage & Utility Plan
 "Not to be Recorded"

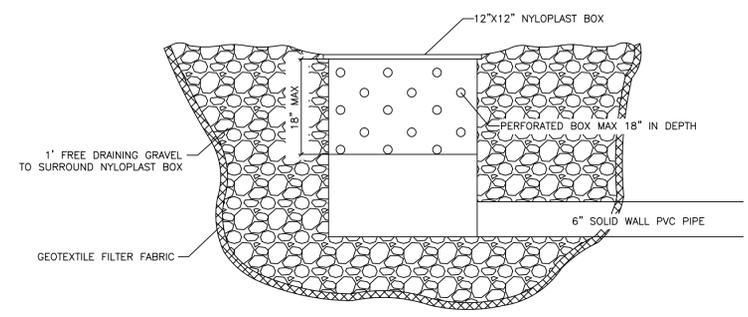


Project Info.
 Engineer: J. NATE REEVE
 Drafter: C. KINGSLEY
 Begin Date: 2-24-2016
 Name: The Cottages at Havenwood Subdivision
 Number: 5061-B50

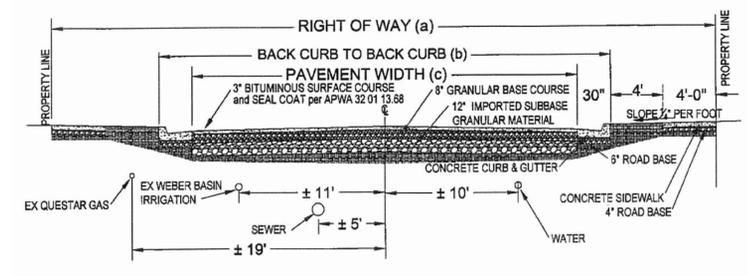
Sheet	5
2	Sheets

LEGEND

- = BOUNDARY LINE
- - - = LOT LINE
- - - = ADJOINING PROPERTY
- SS/8 = PROPOSED 8" SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- IRR = PROPOSED IRRIGATION WATER LINE
- EX.IRR = EXISTING IRRIGATION LINE
- W/8 = PROPOSED 8" CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- [] = EXISTING BUILDINGS
- P.D.E. = PRIVATE DRAINAGE EASEMENT
- ⊙ = EXISTING FIRE HYDRANT
- = PROPOSED FIRE HYDRANT
- = PROPOSED SANITARY SEWER/STORM DRAIN MANHOLE
- = EXISTING SANITARY SEWER/STORM DRAIN MANHOLE
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = AIR-VAC ASSEMBLY
- = PROPOSED STREET LIGHT
- SD— = PROPOSED STORM DRAIN (SIZE VARIES)
- EX.SD = EXISTING STORM DRAIN
- YD/12— = PROPOSED 12" YARD DRAIN

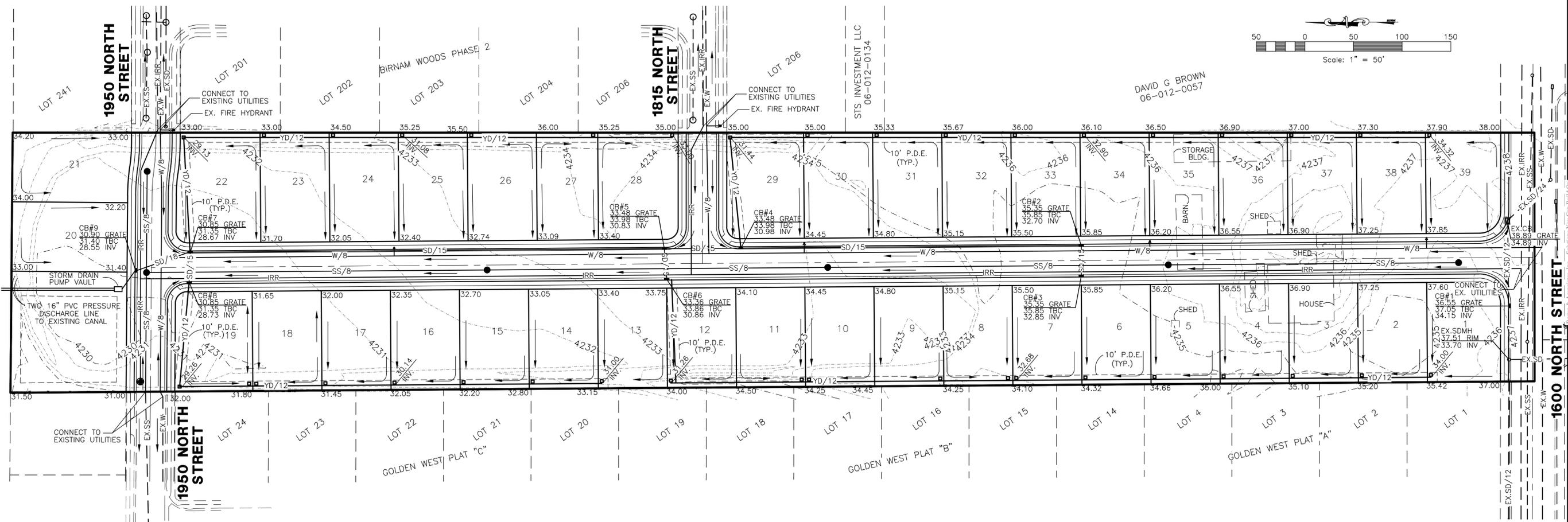
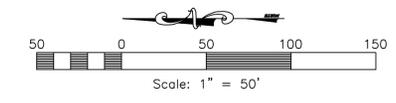


YARD DRAIN PIPE DETAIL



R.O.W. (a)	(b)	(c)
50'	34'	29'
66'	50'	45'

STREET SECTION
 SCALE: NONE



NOTES:

- EXISTING BUILDINGS WILL BE REMOVED
- CONTOURS ARE SHOWN IN ONE FOOT INTERVALS.

The Cottages at Havenwood
 Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

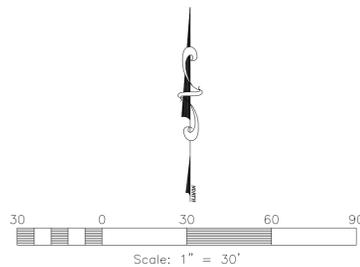
Developer:

Ovation Homes
 Brad Frost
 893 N. Marshall Way, #A
 Layton City, UT. 84041
 (801) 564-3898

West Bountiful City, Davis County, Utah



Vicinity Map
SCALE: 1" = 500'



The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

Developer:

Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898



REVISIONS	DATE	DESCRIPTION	CITY COMMENTS
	4-21-16		

The Cottages at Havenwood
PART OF THE NE 1/4 OF SECTION 13, T.2N., R.1W., S.4LB & M., U.S. SURVEY
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

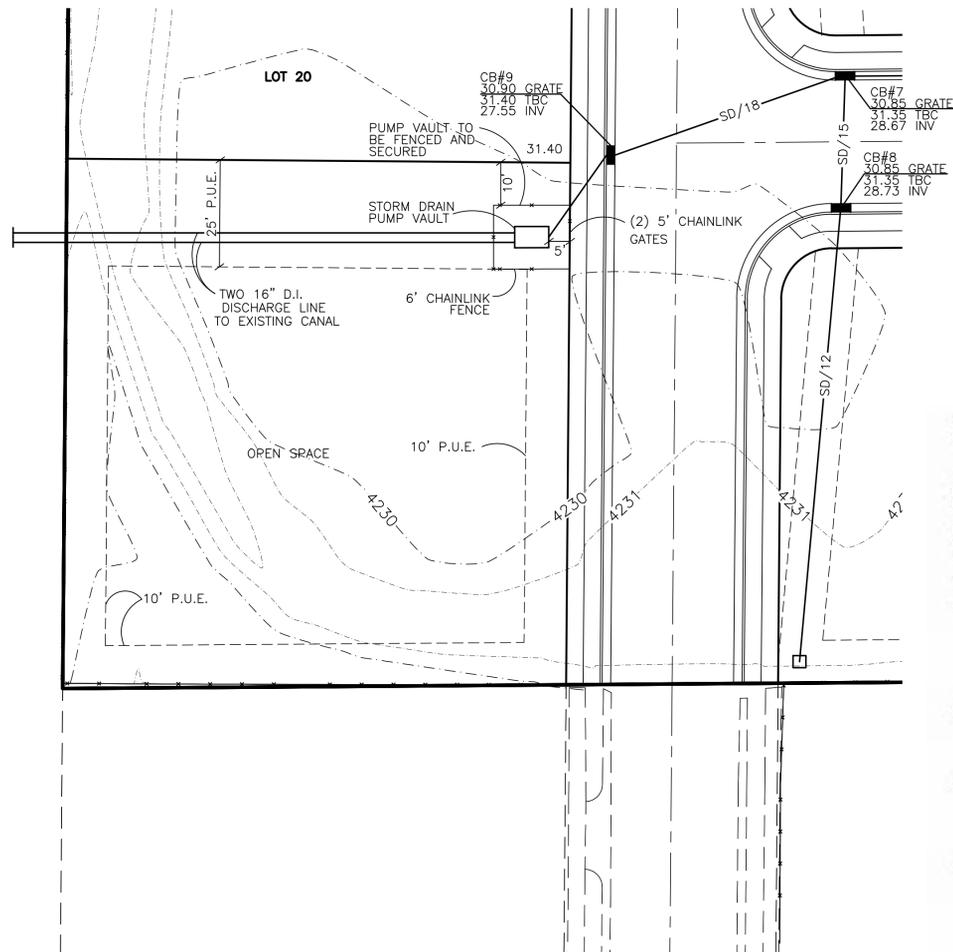
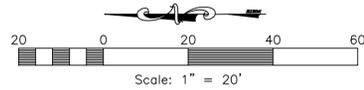
Exhibit
Davis County Public Works Stream Improvements

Project Info.

Engineer:	N. Reeve
Designer:	C. Cave
Begin Date:	September 14, 2015
Name:	The Cottages at Havenwood
Number:	5061-B50

EXHIBIT D

Pump Facilities Design



Storm Runoff Calculations
The Cottages at Havenwood

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the West Bountiful, UT area taken from data provided by Ben White with the City of West Bountiful, UT.

Pipe capacity has been calculated to provide adequate volume for a 10-year storm event; while the Wet Well, pumps and discharge outfall lines have been sized for a 100-year storm event.

The calculations are as follows:

- Drainage Area:**

Runoff Coefficients		
Paved Area	88,625	C = 0.90
Landscaped Area	179,377	C = 0.20
Roof	139,360	C = 0.90
Weighted Runoff Coefficient		C = 0.59
- Time of Concentration:**

Using Storm Water Run-Off "Overland Flow Time"

$T_c = 30$ minutes
- Rainfall Intensities:**

Rainfall Intensities were obtained from the Rainfall - Intensity - Duration Frequency Curve provided by Ben White with the city of West Bountiful, UT.

Rainfall intensity for a 30 minute Time of Concentration: 2.90 in/hr
- Peak Run-off:**

Runoff Coefficient	C = 0.59
Rainfall Intensity	i = 2.90 IN./HR.
Acreage	A = 9.35 ACRES
Runoff Quantity	Q = CIA
Q₁₀₀ (total)	Q = 16.05 cfs (maximum cfs for a 100-yr storm)
- Allowable Discharge:**

Per Davis County Public Works, a direct release can be utilized for the storm water which means the Allowable Discharge is equal to Q₁₀₀

Allowable Discharge =	Q = 16.05 cfs
	Q = 7203 gpm

The Wet Well will be equipped with two alternating pumps that each discharge their own 16" PVC pipe. Each pump will have the capacity to convey 3601 gpm

6. Wet Well Pump Sizing

A maximum pumping rate of 7203 gpm and per pump specs, the minimum cycle time between pump starts is 6 minutes.

The equation to determine the minimum volume of the wet well is:

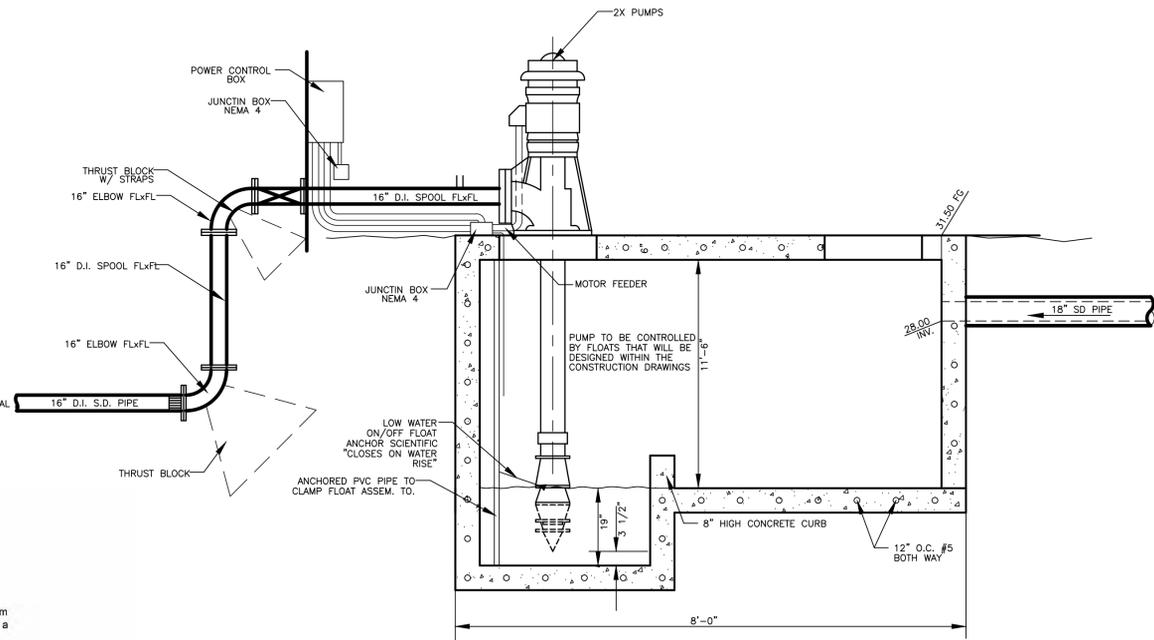
$$V_t = Q_p t_c (4N)$$

where: V_t = total cycling storage volume, cf
Q_p = total capacity of all pumps, cfs
t_c = minimum allowable cycle time, s (= 3,600/max. starts per hour)
N = total number of equal-size pumps

Q_p = 16.05 cfs
t_c = 360 s (6 min cycle)
N = 2 pumps

$$V_t = 722 \text{ cubic feet}$$

Summary:
Two pumps that combine for a discharge of 7203 gpm
Wet Well Volume is 722 cubic feet.



Storm Drain Pump Vault

SCALE: NONE

NOTE:
1) THE WET WELL PUMP VAULT WILL BE EQUIPPED WITH TWO GRUNDFOS REDUNDANT PUMPS THAT ARE CAPABLE OF DISCHARGING 3500 GPM EACH FOR A COMBINED DISCHARGE OF 7000 GPM.
2) SCADA CONNECTION IS REQUIRED FOR THE WET WELL PUMP VAULT.

The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

Developer:

Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898



REVISIONS	DATE	DESCRIPTION
	04-19-16	City Comments
	04-20-16	City Comments

The Cottages at Havenwood
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
Preliminary Well Pump Detail
"Not to be Recorded"

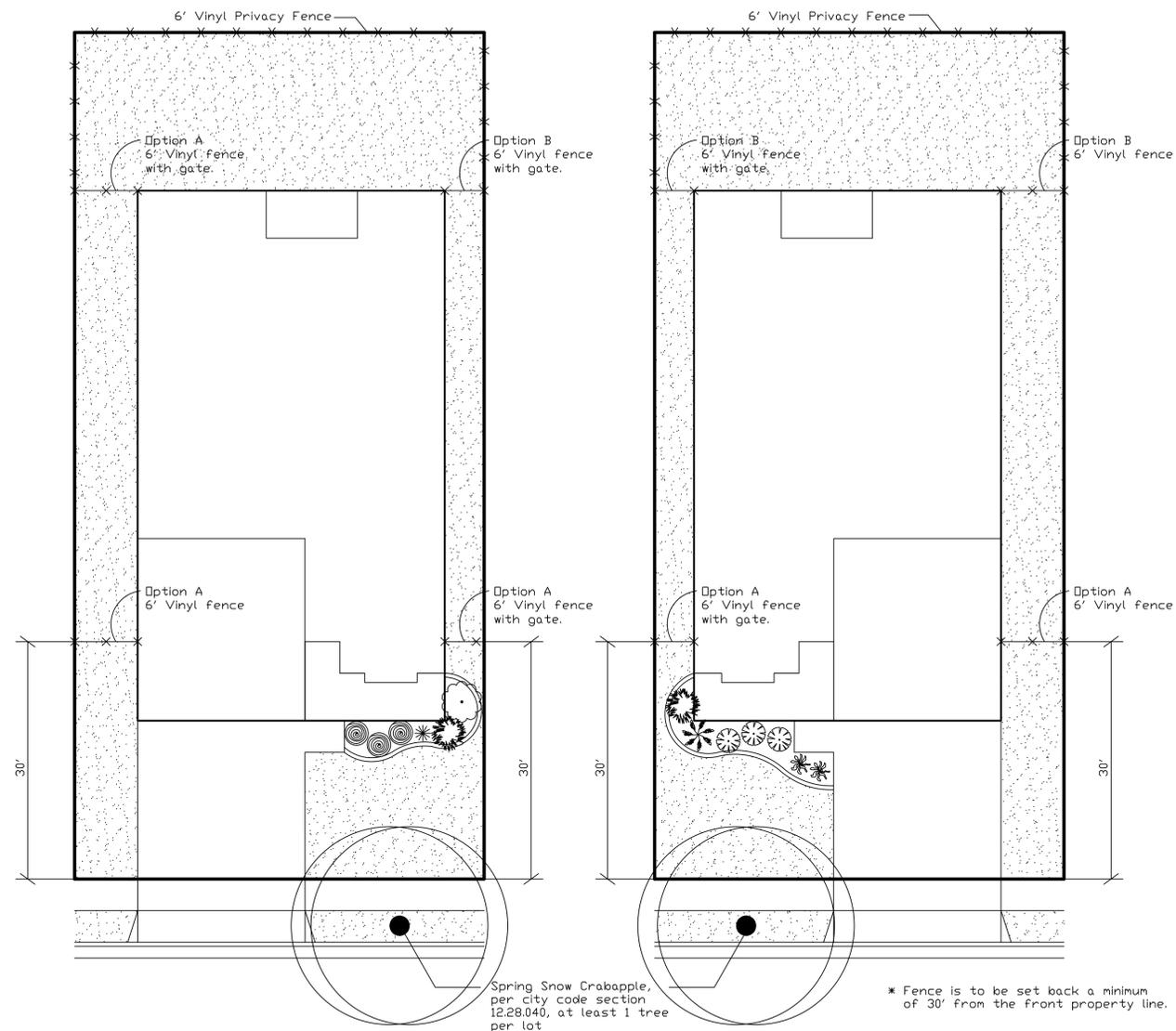


Project Info.
Engineer: J. NATE REEVE
Drafted: C. KINGSLEY
Begin Date: 2-24-2016
Name: The Cottages at Havenwood Subdivision
Number: 5061-B50

Sheet **5**
3 Sheets

EXHIBIT E

Landscape Plan

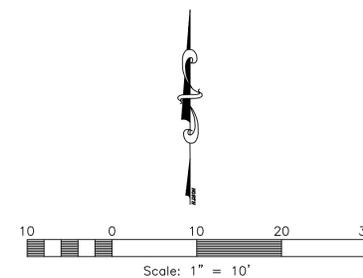
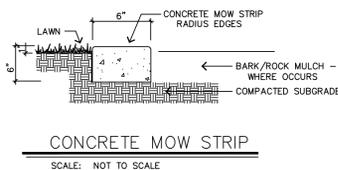
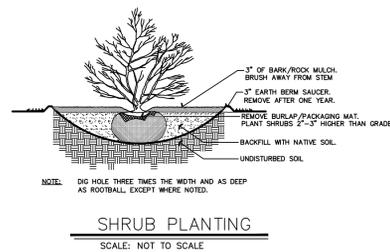
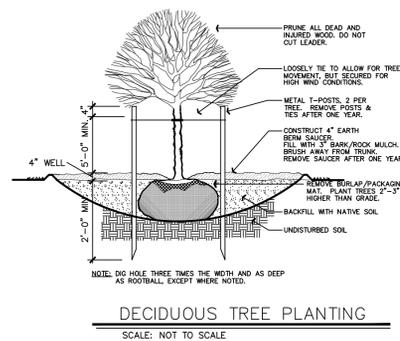


Plant Table

Symbol	Scientific Name	Common Name	Planting Size
*TREES			
⊙	Malus 'Spring Snow'	Spring Snow Crabapple	2" cal.
SHRUBS			
⊙	Euonymus alatas 'Compacta'	Dwarf Burning Bush	5 gal.
⊙	Pinus mugo 'Pumilio'	Dwarf Mugo Pine	5 gal.
⊙	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.
⊙	Rosa noatrum	Flower Carpet Rose	5 gal.
PERENNIALS			
⊙	Calamagrostis 'Karl Foerster'	Karl Foerster Grass	5 gal.
⊙	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
⊙	Iris pallida 'Variegata'	Variegated Sweet Iris	1 gal.

⊙ Turf Grass - To be sodded.

* A 6' vinyl privacy fence will be installed along the perimeter of project site



The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

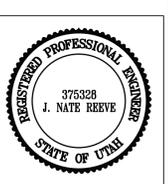
Developer:

Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898



REVISIONS	DESCRIPTION
DATE	

The Cottages at Havenwood
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
Preliminary Typical Home Landscape Plan
'Not to be Recorded'



Project Info.
Engineer: J. NATE REEVE
Drafted: D. REYNOLDS
Begin Date: 2-24-2016
Name: The Cottages at Havenwood Subdivision
Number: 5061-B50

EXHIBIT F

Covenants, Conditions and Restrictions

When recorded mail to:

Craig Jacobsen, Esq.
893 North Marshall Way, Suite A
Layton, Utah 84041

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
For The Cottages at Havenwood,
a PUD Subdivision and Adult Community
West Bountiful, Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Cottages at Havenwood, a PUD subdivision and adult community (the "Declaration") is made and executed on this __ day of _____, 2016, by Capital Reef Management, LLC, a Utah limited liability company (hereinafter "Declarant").

RECITALS:

A. This Declaration will take effect on the date recorded at the office of the Davis County Recorder (the "Effective Date").

B. Declarant is the owner of certain real property located at approximately 690 West 1600 North, West Bountiful, in Davis County, Utah and more particularly described as follows (the "Property"):

PARCEL 1:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE NORTH 18.79 CHAINS; THENCE WEST 3.885 CHAINS; THENCE SOUTH 18.79 CHAINS; THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE SOUTH 4.80 CHAINS, THENCE WEST 3.885 CHAINS, THENCE NORTH 4.80 CHAINS, THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE WESTERLY 3.29 FEET OF LOT 206, BIRNAM WOODS
PHASE 2, WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH.

The project is intended primarily to be operated as housing for persons, 55 years of age or older, pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995, with over 80% of the Lots being occupied by at least one person 55 years of age or older. The Board must approve all new owners so as to ensure compliance with the above-stated ratio with respect to the desired age restrictions, which approval requires that the new Owner or occupant certify that at least one person occupying the lot is 55 years of age or older. Absent express approval of the Board, no persons under the age of 18 are permitted to visit for a period longer than one month. Nevertheless, the Board reserves the right to make, in its sole discretion, limited exceptions to the one month limit for extenuating circumstances.

C. Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et seq.* Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. The Common Areas are those areas so depicted in the recorded Plat(s), as amended, and as described in this Declaration.

D. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and collect and disburse the assessments and charges provided for in this Declaration and otherwise administer and enforce the provisions of this Declaration. For such purposes, contemporaneously with the recording of this Declaration, Declarant will register with the Utah Department of Commerce The Cottages at Havenwood Homeowners Association, Inc. (the "Association").

E. The Association is governed by the terms of this Declaration, the Articles of Incorporation for The Cottages at Havenwood Homeowner's Association, Inc., and the Bylaws for The Cottages at Havenwood Homeowner's Association, Inc., which are attached hereto as Exhibit "A" and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration.

F. Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and

equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by any Owner and its successors in interest and by the Association.

G. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements, (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; and (4) assignment of Declarant's rights under this Declaration in whole or part. This Declaration shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner of a Lot within the subdivision on the Property.

COVENANTS, CONDITIONS AND RESTRICTIONS

DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et seq.*

(B) "Architectural Review Board" or "ARB" shall mean the architectural review board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

(E) "Association" shall mean THE COTTAGES AT HAVENWOOD HOMEOWNERS ASSOCIATION, INC. and as the context requires, the officers and directors of that Association.

(F) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of THE COTAGES AT HAVENWOOD HOMEOWNERS ASSOCIATION, INC.

(G) “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit “A.”

(H) “City” shall mean West Bountiful City, Utah and its appropriate departments, officials and boards.

(I) “County” shall mean Davis County, Utah and its appropriate departments, officials and boards.

(J) “Common Areas” shall mean all property, including the Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of the Detention Basin(s), as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Areas.

(K) “Common Expenses” means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or other applicable laws and ordinances.

(L) “Declarant” shall mean and refer to Capital Reef Management, LLC, a Utah limited liability company, and to its successors or assigns.

(M) “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for the Cottages at Havenwood, a PUD Subdivision and Adult Community, together with any subsequent amendments or additions.

(N) “Dwelling” shall mean the single family residence built or to be built on any Lots, including the attached garage.

(O) “Family” shall mean one household of persons related to each other by blood, adoption or marriage consisting of not more than three persons in a two-bedroom dwelling and not more than four persons in a three-bedroom dwelling.

(P) “Governing Documents” shall mean this Declaration, Bylaws, Articles,

Rules and any other documents or agreements binding upon an Owner.

(Q) “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(R) “Lot” shall mean any numbered building Lot shown on any official and recorded Plat(s) of all or a portion of the Subdivision.

(S) “Manager” shall mean any entity or person engaged by the Board of Directors to manage the Project.

(T) “Member” shall mean and refer to every person who holds membership in the Association, including an Owner and the Declarant as set forth herein.

(U) “Plat(s)” shall mean an official and recorded plat of The Cottages at Havenwood, a PUD Subdivision and Adult Community, when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(V) “Property” shall have the meaning set forth in the recitals.

(W) “Rules” mean any instrument adopted by the Board to govern the Association.

(X) “Subdivision” shall mean all phases of The Cottages at Havenwood, a PUD Subdivision and Adult Community and all Lots, and other property within the Subdivision as shown on the Plat(s) covering the Property.

(Y) “Subdivision Improvements” shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

ARTICLE I

EASEMENTS

1.1 Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise

alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access and utility easements for use in common with others.

1.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to govern by Rules the use of the Common Areas for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;
- (b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.
- (c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service; and
- (d) The right of the Association to dedicate or transfer any part of the Common Areas to any third party for such purposes and subject to such conditions as may be agreed to by unanimous vote of the Board, subject to West Bountiful City's written consent.

1.3 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access, and utilities (including but not limited to electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be

exercised in such manner so as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

1.4 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

1.5 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for (a) the construction of dwellings on Lots; (b) to maintain sales offices, management offices and models through the Project; (c) to maintain one or more advertising signs on the Common Area, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners; and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways and other facilities, planned for dedication to appropriate governmental authorities.

1.6 Easement in Favor of Association. The Lots, Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots, Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Areas;
- (c) For correction of emergency conditions on one or more Lots or on

portions of the Common Areas;

- (d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association or Board to exercise and discharge during reasonable hours their respective rights, powers and duties; and
- (e) For inspection during reasonable hours of the Lots, Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE II

COMMON AREAS

2.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to appropriate access by governmental authorities, including all law enforcement and fire protection authorities.

2.2 The Common Areas consist of areas designated on the recorded Plat(s), including the Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of the Detention Basin(s), together with any rights or way and utilities, as shown on the recorded Plat(s).

2.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Subdivision shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving a perpetual, nonexclusive easement for ingress and egress and development access across, under, over and upon such roads, rights of way and utilities located on the Property to and from any real property both (i) owned by the Declarant and (ii) located adjacent to or in the same area of the Property. Said easement being reserved to the Declarant, its successors and assigns, is intended hereby to run with the land in perpetuity to burden the Property for the benefit of Declarant's real property located near or adjacent to the Property, subject to the payment of a prorata share of the costs of maintenance thereof. The Association shall maintain the Common Areas.

ARTICLE III

OWNERS

3.1 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is

sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner.

ARTICLE IV

MEMBERSHIP

4.1 One (1) membership in the Association shall be granted per Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) membership in the Association per Lot owned. In the event the Owner of a Lot is more than one (1) Person, voting rights and rights of use and enjoyment shall be exercised as provided by this Declaration and as agreed amongst such interest holders. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Bylaws. Notwithstanding the foregoing, the Declarant, as owner of the Undeveloped Land, shall also be granted voting rights as a Class "B" Member, as defined below.

ARTICLE V

VOTING

5.1 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

- (A) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" membership shall be entitled to one (1) equal vote for each Lot in which they are an Owner. There shall be only one (1) vote per Lot. In any situation where an Owner is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Board, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.
- (B) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive ten (10) votes for each recorded Lot owned by Declarant. The

Class “B” membership shall also be entitled to appoint the members of the Board of Directors during the Class “B” Control Period.

ARTICLE VI

CONTROL PERIOD

6.1 The Class "B" Member Control Period runs until the first of either (1) When the total number of votes for the Class B Member is less than the total number of votes for the Class A Members; or (2) When, at its discretion, the Class B member so determines.

ARTICLE VII

HOMEOWNERS ASSOCIATION

7.1 The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in the name of the Association, and the power to retain professional services needed for the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner’s Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) terminate an Owner’s right to utilize Common Area and/or amenities; and (5) any other action or remedy allowed by the Governing Documents or Utah law. The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) personally to enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances or other matters of general application and interest to the Owners. Owners may appear individually. The Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Lot, an Owner or Owners to enforce the Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation against the lot(s) or Owner(s) in question. The Board of Directors shall be afforded discretion to utilize its

reasonable judgment to determine whether and how to impose fines, record liens, pursue legal action, otherwise enforce the Governing Documents and when/how to settle/compromise claims/disputes.

7.3 Maintenance of Yard, Common Areas by the Association. The Association shall

(1) maintain the front yard areas (excluding driveways) and the side yard areas adjacent to dedicated streets in the Subdivision and (2) maintain and operate the Detention Basin(s), including any structures related to the operation or maintenance of the Detention Basin(s), and any other Common Areas shown on the Plat or acquired by the Association. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

- (A) Snow Removal. The maintenance performed by the Association shall include the removal of snow from all sidewalks and driveways within the Subdivision and any other Common Area requiring snow removal. The costs for said snow removal shall be a common expense and borne by all Lot Owners.

7.4 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. An equal assessment shall be levied against all Lots, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

- (A) All such amounts shall be, constitute and remain: (1) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (2) the personal, joint and several obligations of the Owner(s) of such Lot when the assessment becomes due. No Owners may exempt themselves or their Lot from liability for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.
- (B) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not

reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a special meeting called for that purpose or upon the written consent of a majority of Owners.

- (C) In addition, the Association may levy a special assessment (1) on every Lot, the Owner or occupant of which causes any damage to the Common Areas necessitating repairs, and (2) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.
- (D) The Association may levy a reserve fund assessment, as set forth in this article.
- (E) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.5 Budget. The Board of Directors is authorized and required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of the budget or adoption of a revised budget. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously anticipated. The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories. Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments. The Association shall not borrow money without the approval of at least 67% of a quorum of Owners who attend a meeting to vote on the issue or 67% of all Owners if the vote is completed by written ballot provided to all Owners.

7.6 Reserve Fund Analysis. Following the Class B Control Period, the Board of Directors shall cause a reserve analysis to be conducted no less frequently than

every five (5) years to analyze the cost of repairing, replacing or restoring Common Area that has a useful life of three years or more and a remaining useful life of less than 30 years. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (A) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.7 Reserve Fund Account Creation. Based on the results of the reserve analysis, the Board shall create a reserve fund account that is separate and distinct from the Association's general account, into which the Board shall cause to be deposited those Common Area assessments collected from Owners. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners, which assessment shall be collected on the same terms and conditions as other common expenses, in an amount sufficient to fund the reserve fund according to the findings of the reserve analysis.

7.8 Transfer Fee. The Board shall have power to levy a one-time transfer fee when a change in ownership of a Lot occurs in an amount to be determined by the Board, but no more than a maximum fee of \$450.00

7.9 Date of Commencement of Assessments on Improved Lots. The assessments provided for herein shall commence as to each fully improved Lot (having received a certificate of occupancy) on the first day of the first month following: (i) the date of conveyance of the Lot to the Owner; or (ii) the effective date of the first budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board may provide.

7.10 Assessments on Unimproved Lots. Until a Lot has been fully improved with a completed Dwelling and occupied for the first time for residential purposes, the periodic assessment applicable to such Lot shall be five percent (5%) of the periodic assessment which would otherwise apply to such Lot.

7.11 Fines. The Association shall have the power to assess a fine against an Owner (or a Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

7.12 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner or Lot.

7.13 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) other matters concerning the use and enjoyment of the Property and the conduct of residents; and additional architectural guidelines, as deemed necessary by the Board. Any rules promulgated by the Board may not contradict the Governing Documents. All rules adopted by the Board shall be provided to all Owners within thirty (30) days of their adoption.

7.14 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts now shown on the statement. The Association may charge a fee, not to exceed \$50.00 for providing such statements.

7.15 Availability of Documents. The Board may adopt a record retention or other document management policy.

7.16 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

7.17 Election. The elections for members of the Board of Directors, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

7.18 Notice of Election, Notice of Meeting. Notice of any meeting for the election of members to the Board of Directors or for any other purpose shall be sent to

the Owners at their last known address provided to the Board or Declarant. If an Owner has failed to provide such information, there shall be no obligation on the part of the Board or the Declarant to search for a contact address. Notice will be mailed not less than 21 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if 51% of the voting rights are present. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board will give notice of any meetings, and will chair meetings of the Owners.

7.19 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called by the Board of Directors or by 10% of the Lot owners in the Subdivision. No business may be conducted at a special meeting without a full quorum of the 51% voting rights of the Lots being present in person or by written proxy.

7.20 Number of Board, Officers, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be three members of the Board of Directors, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Directors is named, which may be by appointment by the Declarant or by election from among the Members, the Directors will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association. The Declarant may appoint not only the first Board of Directors, but also the officers, who shall be Board members and shall consist of a President, Vice-President and Secretary/Treasurer. Once appointed or elected, that officer shall serve in that capacity for the duration of his/her term as a Director.

7.21 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and Officers to maintain accurate financial records of the Association.

7.22 Professional Management. The Board or Declarant may also retain the services of a professional property manager to assist in any and all aspects of management that otherwise would be performed by the Board or Declarant.

ARTICLE VIII

NON-PAYMENT OF ASSESSMENTS AND REMEDIES

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges and Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the tenth of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges related to collection.

8.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

8.4 Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner, the respective Lot, and/or other obligees jointly and severally.

8.6 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

8.7 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a- 4022 to Craig T. Jacobsen, Esq., a licensed member of the Utah State Bar, or his duly qualified designee, with power of sale, any Lot and all improvements thereon for the purpose of securing payment of

Assessments under the terms of this Declaration..

ARTICLE IX

SUBORDINATION OF THE LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first or second Mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X

USE RESTRICTIONS AND MAINTENANCE OBLIGATIONS

10.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. “Single Family” shall mean one household of persons related to each other by blood, adoption or marriage consisting of not more than three persons in a two bedroom Dwelling and not more than four persons in a three bedroom Dwelling.

10.2 Zoning Regulations/ Ordinances. The lawfully enacted zoning regulations and ordinances of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any applicable statute, law or ordinance.

10.3 Licensed Contractor. Unless the Architectural Review Board gives a

written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.4 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

10.5 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100 % of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his/her Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

10.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any Lot. "Control," for the above purposes shall mean that the animal is kept on a leash or lead, within a vehicle, within the residence of the Owner, or within fenced confines on the premises of the Owner. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. The Board of Directors is empowered to order the removal of any animal that is deemed to be dangerous or vicious, and may levy a recurring penalty upon an Owner who does not comply with such order.

10.7 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

10.8 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

10.9 Automobiles and Other Vehicles. No automobiles, trailers, boats, R.V.'s,

or other vehicles are to be parked or stored on the front street, side street, driveway, or anywhere else on the Lot. With the exception of a single car that may remain in the driveway, any other vehicle must be stored within the garage on the Lot.

10.10 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or construction equipment; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

10.11 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

10.12 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

10.13 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.14 No Fuel Storage. No fuel oil, gasoline, propane (except one propane tank that is part of an outdoor gas barbecue grill), or other non-portable fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

10.15 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

10.16 Restriction on Signs. The Subdivision may be identified by permanent

signs to be installed by Declarant or at Declarant's direction. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect signs and other advertising material at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Architectural Review Board.

10.17 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

10.18 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of the Dwelling on the Lot.

10.19 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

10.20 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.21 Drainage. No Owner shall alter the direction of natural drainage from his/her Lot without first using reasonable means to dissipate the flow energy. The Owners shall be responsible to maintain their rear yard drains and drain lines so as to ensure proper drainage of both their privately owned property and Common Areas. If necessary at a future date to maintain proper drainage of Common Areas, the Association will be entitled to seek permission to connect to or extend the rear yard drains, which permission shall not be unreasonably refused, provided that the Association pays for all related work and restoration.

10.22 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

10.23 No Re-Subdivision. No Lot may be re-subdivided.

10.24 Combination of Lots. No Lot may be combined with another Lot.

10.25 Construction. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the Architectural Review Board. Declarant is exempt from this restriction.

10.26 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner of each Lot shall maintain his Lot, including the rear yards, those side yards that are not adjacent to a street or private lane, and the driveway to each such Lot, and the improvements on the Lot in a good state of repair and in an attractive, safe and healthy condition.

10.27 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages or pursuant to the rights provided the Association in the Governing Documents. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the rate of 18% per annum or 1.5% monthly.

10.28 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Review Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Architectural Review Board.

10.29 Repair Following Damage. In the event of casualty loss or damage to the

improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XI

INSURANCE

11.1 Casualty Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction to the Common Areas and Limited Common Areas from any insured hazard.

11.2 Liability Insurance. The Board, or its duly authorized agent, shall also obtain a public liability policy covering the Common Areas and Limited Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, their invitees, guest, successor or assigns. The public liability policy shall be in an adequate amount as determined by the Board from time to time.

11.3 Premiums. Premiums for all insurance on the Common Areas and Limited Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment.

11.4 Name of the Association. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in below. Such insurance shall be governed by the provisions hereinafter set forth:

- (A) All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and

is assigned a financing size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

(B) All policies on the Common Areas and Limited Common Areas shall be for the benefit of the Association, its Members, and Mortgagees providing construction financing on the Common Areas and Limited Common Areas.

(C) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(D) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees.

(E) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction along the Wasatch Front, State of Utah area.

(F) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled,

subject to non- renewal on account of the conduct of any Trustee, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or any Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non- renewal.

11.5 Worker's Compensation. In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; the Board's and officers' liability coverage, if reasonably available, a fidelity bond or bonds on the Board, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

ARTICLE XII

DAMAGE & DESTRUCTION

12.1 Claims of Adjustment. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and Limited Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

12.2 Repairs Mandatory. Any damage or destruction to the Common Areas and Limited Common Areas shall be repaired or reconstructed unless the Members, representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct, and

West Bountiful City approves such decision in writing. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

12.3 Unrepaired Common Area. In the event, that it should be determined that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XIII

DISBURSEMENT OF PROCEEDS

13.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and the Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

ARTICLE XIV

REPAIR AND RECONSTRUCTION ASSESSMENT

14.1 If the damage or destruction to the Common Areas and Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XV

CONDEMNATION

15.1 Whenever all or any part of the Common Areas and Limited Common Areas shall be taken (or conveyed in lieu of a taking) or is under threat of condemnation by any authority having the power of condemnation/eminent domain, the Board, acting on the written direction of Members representing at least seventy five (75%) percent of the total Association vote, is entitled to act on behalf of the Association to defend or settle the taking proceeding. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the common areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Members representing at seventy-five percent (75%) of the total vote of the Association shall otherwise agree (and West Bountiful City approves such decision in writing), the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XVI

WEST BOUNTIFUL CITY AS THIRD-PARTY BENEFICIARY

West Bountiful City is an intended third-party beneficiary to all provisions of this Declaration and shall have all of the benefits and rights of the Association, the Board of Directors and any Owner to enforce all provisions of this Declaration. Nevertheless, West Bountiful City is not a party to this Declaration, and may not be held liable for any provision of this Declaration or for the enforcement or lack of enforcement thereof.

ARTICLE XVII

ARCHITECTURAL REVIEW BOARD

17.1 Purpose. It is the intention and purpose of this Declaration to impose architectural standards on the improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby

establishes the Architectural Review Board, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

17.2 Architectural Review Board Created. The Architectural Review Board (“ARB”) will consist of three members, at least two of whom shall be members of the Board of Directors of the Association. The initial ARB will consist of three people appointed by the Declarant, who do not need to be Owners. At the time that all Lots on the Property have been built on, all of the members of the ARB will be elected by the Owners; however, the ARB may wish and is authorized to retain a qualified planning, design or architectural professional to handle the day to day work of the ARB.

17.3 Approval by ARB Required. No Improvements of any kind will be made on any Lot without the ARB’s prior written approval. Approval of the ARB will be sought in the following manner:

- (A) Plans Submitted. Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the ARB for review. In the case of an addition or modification of an existing Dwelling, the ARB may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.
- (B) Review. Within 30 days from receipt of a complete submission, the ARB will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the ARB will approve the plans. The ARB may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The ARB will review preliminary plans, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the ARB will sign a copy of the plans, one of which shall be left with the ARB. No construction that is not in strict compliance with the approved plans will be permitted.
- (C) Failure to Act. If the ARB has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the ARB’s failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the ARB that if the plans are not either approved or disapproved, as submitted, within 15 days

from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the ARB fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by the Governing Documents.

17.4 Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot, provided, however, that any variance granted is consistent with the intent of the Governing Documents. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

17.5 General Design Review. The ARB will use its best efforts to provide a consistent pattern of development, and consistent application of standards of the Governing Documents. These standards are, of necessity, general in nature, and it is the ARB's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

17.6 Declarant, Board and ARB not Liable. The Declarant, the members of the Board of Directors, and the ARB members shall not be liable to the applicant or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the ARB for review. Each Owner has an equal right to enforce these covenants against every other Owner, and may independently seek redress against another Owner if he/she believes such Owner has failed to comply with Governing Documents.

17.7 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

17.8 Exclusion of Declarant. Neither Declarant nor its assign/designated builder are subject to any review or conditions imposed upon other Lot owners by the ARB. Declarant and its designated builder need not receive any approval from the ARB

ARTICLE XVIII

ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

18.1 Number of Dwellings. Only one Dwelling may be constructed on any Lot.

18.2 Attached Garage. All Dwellings shall have an attached garage for at least two cars and a maximum of four cars, unless prior written approval of the ARB is first obtained. No detached garages will be allowed.

18.3 Architectural Standards. All Dwellings in the Subdivision will be single-story buildings with a maximum height of twenty-five (25) feet and a minimum square footage of 1500 square feet of living area (not including the garage). Each Dwelling shall use the following types of exterior construction materials: brick, rock, stone, stucco, or Hardy cementitious siding. The front, or street-facing façade of each home, shall have at least 50% brick, stone or rock masonry. Vinyl siding shall not be allowed. A Dwelling may be built next to a Dwelling with the same plan, but the exterior color materials used on such adjacent Dwellings, as well as the garage element design and color, must be different.

18.4 Out Buildings. No storage building, out building, or habitable structure may be permitted on any Lot unless prior written approval of the ARB is first obtained.

18.5 Construction Completion. When construction has started on any residence or other structure, work thereon must be completed within twelve months, weather permitting.

18.6 Windows. All windows must be of at least double pane. No mirrored or reflective glass may be used.

18.7 Antennas. All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots or streets. Solar panels will be permitted only with the consent of the ARB, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

18.8 No Used or Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No prefabricated housing may be installed or maintained on any Lot.

18.9 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. However, as required by other sections of this Declaration, only one (1) automobile is allowed to be parked in the driveway. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written approval of the ARB is first obtained.

18.10 Finished Lot Grading. Lot owners and builders are responsible to complete the final grading of the entire Lot so that the finish grading complies with City ordinance, lender requirements and proper water control, as well as any applicable master grading plan for the entire Development, as opposed to a slope plan determined solely for that particular Lot.

18.11 All Dwelling Construction is Subject to Prior Approval by the Architectural Committee. Prior to construction, all dwelling plans must be reviewed and approved by the ARB, as set forth in Article XVII, above, and all dwelling construction must meet Architectural restrictions and architectural guidelines and the other requirements of these Covenants.

18.12 Landscaping. All landscaping for the Development shall conform to the Development Agreement executed with West Bountiful City and the landscape plan attached as Exhibit E, thereto. In particular, each Lot shall have at least one tree in the park strip. Each Lot shall have vinyl perimeter fencing. All side-yard fencing shall be set at least 30 feet back from the front line of the improved Lot. The HOA will maintain all front and side yard landscaping and perimeter fencing.

ARTICLE XIX

ANNEXATION

19.1 Annexation. Additional phases of the Cottages at Havenwood may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

19.2 Annexation by Declarant. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of contiguous land that currently is undeveloped or not zoned for PUD.

19.3 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of any additional land in any particular way or according to any particular time schedule. No land other than the Property, as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

ARTICLE XX

OTHER PROVISIONS

20.1 Violation Deemed a Nuisance. Any violation of these Covenants which is

permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

- (A) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.
- (B) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (C) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (D) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

20.3 Limited Liability. Neither the Declarant, the Board, the ARB nor its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

20.4 Amendment. After their recording, no modifications or amendments may be made to this Declaration or any covenants set forth herein without the written approval of West Bountiful City. Subject to the foregoing, during the Class B Control Period, the Declarant can modify the covenants set forth herein without a vote of other Members; thereafter, these covenants can be modified by the affirmative vote of the Members representing sixty-seven (67%) percent of the total votes of the Association.

20.5 Constructive Notice. All persons who own, occupy or acquire any right, title or interest in any Lot in the Subdivision are conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against their Lot, whether or not there is any reference to this Declaration in the instrument by which they acquire their interest in any Lot.

20.6 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

20.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

20.8 Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Executed on the date stated above

Capital Reef Management, LLC
A Utah limited liability company

By: _____ Brad Frost
Its: Managing Member

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this ___ day of _____, 2016, personally appeared before me Brad Frost, who being by me duly sworn, did say that he is a Managing Member of Capital Reef Development, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority and said member duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public

Residing at:

My Commission Expires:_____

MEMORANDUM



TO: Mayor & Council
DATE: April 28, 2016
FROM: Duane Huffman
RE: **Annual Employee Health Plan**

To allow for an enrollment period prior to July 1, it is necessary for the City to select health plans for the coming fiscal year prior to the final adoption of the budget. This year I am proposing that the City offer employees three options: (1) our traditional plan - 1.5% year-over-year increase; (2) a high deductible plan – 1.5% year-over-year increase; and (3) an opt-out option – 50% savings.

If the Council is comfortable with the this proposal, I recommend a motion approving the health plans options at the May 3rd City Council meeting, but if necessary, approval can be pushed back to the May 17th meeting. The following sections briefly explain the proposed options.

1. Traditional Plan

This is our standard plan through PEHP that the City has offered for many years. Rates are increasing 1.5%, and after pricing other plans, it is clearly the best valued traditional plan available to the City (we cannot obtain a plan with the same benefits through a provider such as SelectHealth or BlueCross). The following table summarizes the costs:

Traditional Plan				
	FY 16 Rates Annual	FY 17 Rates Annual	Employee Payroll Annual Cost	City Annual Cost
Single	\$6,278	\$6,372	\$0	\$6,372
Double	\$12,995	\$13,190	\$681	\$12,508
Family	\$17,578	\$17,842	\$1,146	\$16,695

2. High Deductible Plan with HSA

This plan would also be through PEHP (same networks and administration), but it would offer employees a new opportunity to have lower out-of-pocket maximums or build a balance in a Health Savings Account (HSA) if they use little health services over the year. I propose that the City would deposit the monthly premium savings into an HSA to offset the higher deductible and remain cost-neutral for the City. The following table summarizes how this would work.

High Deductible/HSA Option					
	FY 17 Traditional Rates Annual	FY 17 HSA Rates Annual	Deposited to Employee HSA	Employee Payroll Annual Cost	Cost to City
Single	\$6,372	\$5,288	\$1,084	\$0	\$6,372
Double	\$13,190	\$10,945	\$2,020	\$457	\$12,508
Family	\$17,842	\$14,805	\$2,732	\$843	\$16,695

3. OPT-OUT/HRA

The final option allows employees that have health coverage through another source, generally a spouse’s plan, to opt-out. If an employee can verify they have coverage and voluntarily elects to not enroll in a health plan through the City, I propose that the City deposit a portion of the savings into a health Reimbursement Account for the employee. An HRA is a special account that the employee can use to pay for qualified health expenses, such as the deductible or office visits through their spouse’s health plan. The following table summarizes this option:

OPT-OUT/HRA Option			
	FY 17 Standard Cost to City	HRA Deposit	City Savings
Single	\$6,372	\$2,000	\$4,372
Double	\$12,508	\$4,000	\$8,508
Family	\$16,695	\$4,000	\$12,695

1 **West Bountiful City**
2 **Planning Commission**

PENDING

April 26, 2016

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice website
4 and the West Bountiful City website, and sent to Clipper Publishing Company on April 22, 2016 per state
5 statutory requirement.

6

7 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
8 **April 26, 2016, at West Bountiful City Hall, Davis County, Utah.**

9

10 **Those in Attendance:**

11

12 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Vice Chairman Terry
13 Turner, Alan Malan, Mike Cottle, Laura Charchenko, Corey Sweat, and Council
14 member Andy Williams.

15

16 **MEMBERS/STAFF EXCUSED:**

17

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

20

21 **VISITORS:** Gary Spillman, Craig Jacobsen, Norm Frost, Jeff Wilkinson, and
22 Gary Jacketta.

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

25 **I. Accept Agenda**

26 Chairman Hopkinson reviewed the agenda.

27 **Mike Cottle moved to accept the agenda as presented amending Item #3 as a**
28 **discussion only item due to not having a signed development agreement before them this**
29 **evening. Alan Malan seconded the motion. Voting was unanimous in favor among**
30 **members present.**

31 **Business Discussed:**

32 **II. Public Hearing Regarding *The Cottages at Havenwood* Subdivision**

33 **ACTION TAKEN:**

34 **Corey Sweat moved to open the public hearing regarding *The Cottages at***
35 ***Havenwood* Subdivision at 7:37 pm. Mike Cottle seconded the motion and voting was**
36 **unanimous in favor.**

37 **Introduction:**

38 Ben White highlighted the important information regarding this proposed PUD project
39 and development agreement. There will be 9 additional homes in this development than what
40 would be in the traditional R-1-10 subdivision. He noted the setbacks, drainage, home height,
41 and pump station for storm drainage. Location of street lights still need to be determined.

42 Chairman Hopkinson inquired about the need for the catch basin to meet the 50 year
43 flood requirement. Ben White replied that this is still in discussion and yet to be determined. He
44 described briefly how the individual lot surface drainage will be managed.

45 **Public Comment:**

- 46 • Gary Spillman representing Golden West Subdivision located west of the Pony Haven
47 property took the stand and read a letter that represented the feelings of those residents
48 that reside on the west side of the Pony Haven Property (see attached). He has lived in
49 that area for 45 years. The primary concern is the problems created by underground water
50 to the area. Their neighborhood was in hopes that this development would fix all the
51 problems they have had for years regarding ground water. In short, the city needs to
52 make sure that there is a proper drainage system put into place to alleviate any further
53 problems and help with existing problems. He said he will make sure that those people
54 purchasing lots in the new development know about the drainage issue before they build
55 and will not stand by and let others experience the miserable conditions created by
56 ground water that his neighborhood has had to deal with. Not allowing basements will
57 help with the problem but will not solve the problem completely. Mr. Spillman asked the
58 Commission to please think about how they would feel if they lived there and had to deal
59 with that situation.

60 **ACTION TAKEN:**

61 **Corey Sweat moved to close the Public hearing regarding *The Cottages at***
62 ***Havenwood* Subdivision at 8:10 pm. Laura Charchenko seconded the motion and voting**
63 **was unanimous in favor.**

64 Some discussion took place among the Commissioners and Staff in regards to managing
65 the drainage issues. Ben White assured the public and Commission that these concerns and
66 issues will be addressed to very best of our ability, but at best still will not alleviate all the
67 ground water problems. The City Council is making sure that anyone on the west side that wants
68 to connect their rear yard drainage will have the opportunity to do so as development takes place.

69
70 **III. Consider Preliminary Plat for *The Cottages at Havenwood* Subdivision**

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Included in the Commissioner's packets was a copy of Ordinance # 376-16, An Ordinance creating a Planned Unit Development for 9.13 Acres of Real Property (Previously known as "Pony Haven") located within the City at approximately 690 West 1600 North) and a copy of the Development Agreement, Preliminary Plat Plans, Declaration of Covenants and Restrictions with definitions.

Ben White noted that the grading plan still needs a bit of work as well as some work on the fire hydrant spacing. Street lights need to be discussed and decided upon. He pointed out some possibilities for placement but it will depend on how much light the developer wants to put in place. Norm Frost took the stand and addressed the issue. He said they will include very nice street lights on the three corners, including the Pages Lane entrance. He noted that most older people keep their porch lights on during the night, so he feels there would be plenty of light on the street.

Ben White reported that the landscape plan includes one park strip tree per home and side yard fencing will be set back a minimum of 30 feet from the front of the street. The developer will place shrubs and sod in the front yards and sod only in the backyards. The front yards will be maintained by the HOA; backyards will be maintained by each individual owner.

Ben explained that the city council will likely approve the Ordinance including the development agreement and CCR's at its May 3, 2016 meeting pending an agreement to the outstanding drainage issues.

IV. Staff Report

Ben White reported:

- Jeff Olsen subdivision will probably be up for final approval by the city council on May 3.
- Terry Olsen is planning to subdivide his property on Pages Lane and we may be scheduling a public hearing for the next planning commission meeting.
- Construction is full bore on Pages Lane.
- The sidewalk is being constructed on the west side of 800 West as part of the CDBG grant.

Cathy Brightwell reported:

- That she would appreciate if the Commissioners would keep the paperwork for Ovation Homes in their packets so we can use it at the next meeting. She does believe there will many changes to the document.
- She reminded the Commission that June 28th is the Primary Election so there will be no Planning Commission meeting.

113 **V. Approval of Minutes of April 12, 2016.**

114

115 **ACTION TAKEN:**

116 **Laura Charchenko moved to approve of the minutes dated April 12, 2016. Alan Malan**
117 **seconded the motion and voting was unanimous in favor among those members present.**

118

119 **VI. Adjournment**

120

121 **ACTION TAKEN:**

122 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting.**
123 **Laura Charchenko seconded the Motion. Voting was unanimous in favor. The meeting**
124 **adjourned at 8:27 p.m.**

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128 The foregoing was approved by the West Bountiful City Planning Commission on May 10, 2016, by
129 unanimous vote of all members present.

130

131 _____

132 Cathy Brightwell – City Recorder

133

134

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, April 19, 2016 at West**
2 **Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

3
4 Those in attendance:

5
6 **MEMBERS:** Mayor Ken Romney, Council members James Ahlstrom, James Bruhn,
7 Kelly Enquist, Mark Preece, and Andrew Williams

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

12
13 **VISITORS:** Alan Malan, Craig Jacobsen, Brad Frost, Debbie McKean, Gary Edmonds,
14 Curtis Jones, Devin Jones, Laura Jones, Sierra Jones

15
16
17 Mayor Romney called the work session to order at 6:20 pm.

18
19 - **Fiscal Year 2016/2017 Budget Development**

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21 Duane Huffman distributed budget binders for Fiscal Year 2016/2017 development.
22 Tonight's discussion will cover the General Fund and Golf Fund drafts.

23 He reviewed the budget requests/significant changes listed below. Most are included in
24 the budget draft unless otherwise noted.

25
26 **GENERAL FUND:**

- 27 - The Commons sales tax sharing amount of \$380k is not included in the draft– the same
- 28 amount has been transferred to the public works west yard fund, which is included in the draft.
- 29 - Software/Server Update – our computer servers are full and out of date - \$10k .
- 30 - Large plotter/scanner to print and scan out construction documents - \$9k
- 31 - City Hall roof needs to be replaced - \$10k.
- 32 - City Hall misc. - extra maintenance/lights (LED) and add windows for P.D. - \$20k.
- 33 - City Hall - two HVAC units need to be repaired/replaced - \$14k.
- 34 - Additional administrative training - \$0 for now
- 35 - Historic Commission would like printer/scanner to work on new historic book - \$1,500 .
- 36 - Replace all Police radios (handheld and vehicles) moving from analog to digital- \$72k.
- 37 - Police vehicles - renew leases and purchase one. Leases are not up until later in year so would
- 38 transfer to capital fund to use when leases expire - \$30k.
- 39 - Police needs new copier/scanner - \$6,200 purchase.
- 40 *Budget reflects a net decrease of \$11k for police department operations*
- 41 - Streets - increase crack seal \$5k for total of \$15k
- 42 - Street sweeping \$10k increase.
- 43 - Streets - welder \$2k.
- 44 - Streets roller/trailer so we can do more of our own asphalt patching. Will be split 50/50
- 45 between water and general fund - \$17,500.

- 46 - Streets loader so we can load salt onto plows and materials into dump trucks. It will also be
- 47 split 50/50 - \$63,500.
- 48 - Streets backhoe - \$900 through a one-year buy-back program.
- 49 - Streets pick-up truck – would sell 2012 truck to get new one for an estimated difference of
- 50 \$15k. The goal is to turn the trucks over before they lose value.
- 51 - Streets Salt Storage – we have SWPPS issue and a problem with the salt crusting over. We are
- 52 looking at something to protect the salt and still be able to move to a new location in the
- 53 future, if necessary - \$50k.
- 54 - Streets Overlay - \$100k additional, not included in draft.
- 55 - Streets – additional sidewalk maintenance - \$15k, not included in draft.
- 56 - Streets – fill in sidewalk gaps - \$25k.
- 57 - 700 West is not technically the general fund but we need to repair the road. \$15k - \$50K.
- 58 - Jessi’s Meadow roads are failing - \$525k.
- 59 *Additional Streets funding sources include GF Road funding rolled over from this year -*
- 60 *\$36,800, other road funds left over after the last two projects - \$115,797 for total Road*
- 61 *funding available of \$152,597.*
- 62 - Parks – we are beginning to look at adding an additional full time employee to work in the
- 63 parks and city facilities. Staff will provide a full list of what the position would do. Park use
- 64 has increased dramatically. All the great things we are doing at the Park cause a need for more
- 65 maintenance. Unlike most other requests in this list, this would be an ongoing commitment.
- 66 \$61k, not included in draft.
- 67 - Park volunteer supplies for things like eagle scout and community service projects - \$1k.
- 68 - Park tree maintenance primarily for City Park would enable us to have trees treated and pruned
- 69 to increase life expectancy - \$4k.
- 70 - Trail weeds - to contract out sterilization of weeds on the trail - \$3300.
- 71 - Parks hoist for mowers to be more efficient on maintenance - \$1k.
- 72 - Parks bowery maintenance - \$2k.
- 73 - Trail garbage cans with an attached dog bag dispenser - \$4k (RAP).
- 74 - Restroom heaters so we can open earlier and close later without pipes freezing. Would put in
- 75 center room and duct into each side. \$4k (RAP).
- 76 - Security cameras – we are getting bids for good quality and good coverage \$15k is low (RAP).
- 77 - Storm drain project transfer –placeholder if we decide there is something we want to do.
- 78

79 Mr. Huffman asked the Council to provide questions or requests for additional
80 information. There was discussion about some of the specific items including the need for a new
81 park/facility employee. The employee would be a full time laborer and also help out with building
82 facilities but would not be shared with water or other funds.

83
84 **GOLF FUND:**

85 (See pg 11 of the v.2 budget summary) Revenues minus standard costs leave us approximately
86 \$9k in the black. Duane reviewed a list of requests for the coming year.

87 A frank assessment of the golf course is that in most years we expect to end up in the black
88 but depending on weather it could be very close. If the City intends to catch up on the years of
89 deferred maintenance or other items, additional funding sources will be needed, such as the RAP
90 Fund or General Fund. He went over some items on the list in more detail. A chemical room is a
91 critical need; currently we store chemicals in an unventilated area under the stairs. This has shown

92 up on our safety inspection for several years. The proposal is for a fire-rated outside storage pod
93 for \$12,200.

94 Mr. Huffman proposed we come up with a 5-10 year plan for RAP money. We are
95 expecting about \$220/yr and need to know what we want and need to do with it. There was
96 discussion that the golf course be considered a big park and get a percentage of RAP dollars just
97 like the other parks do.

98 Mayor Romney commented that we need to keep in mind that the golf course will have
99 some tight years and some good years, but we still need to have longer term plans. For example,
100 the exterior fence reflects poorly on the City. A white rail fence would look good. He added that
101 we have planned to spend money at the Course in the past but it ended up covering itself so we
102 didn't need the outside funds.

103 Mr. Huffman explained that the tentative budget will be presented at the first meeting in
104 May. He suggested a special meeting next week to further discuss the budget.

105
106 Mayor Romney closed the work session at 7:30 pm.

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110 Mayor Romney called the regular meeting to order at 7:45 pm.

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112 James Ahlstrom shared a thought; the Pledge of Allegiance was led by Boy Scout Devon Jones.

113
114

1. Accept Agenda.

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MOTION: *James Bruhn moved to approve the agenda as posted. Andy Williams
117 seconded the Motion which PASSED by unanimous vote of all members
118 present.*

119
120

2. Public Comment.

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No comments.

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124

3. Update by Debbie McKean and Gary Edmonds Regarding Historic Preservation.

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Mayor Romney explained that an informal group will take on the task of updating West
Bountiful City's history (blue) book. Debbie McKean has agreed to help out and she introduced
Gary Edmonds who will head up the project.

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Debbie said it has been difficult to find anyone who would commit to work on the book
and she is happy to have found Gary. He is excited about the project and has already gone through
the historic documents at city hall and organized them. She said they are asking for \$2,500 for a
computer and scanner to begin work on the project, and they have talked about looking into grants
to help with the cost of the book.

134
135

Gary Edmonds said he was born and raised in West Bountiful and raised his children here.
He has a Degree from BYU in History and English. He is excited to do this project and would

136 really like to see a book that sparkles; with color pictures rather than just black and white. He
137 explained the plan is to make an addendum to the blue book beginning at 1988 and coming
138 forward.

139 There was discussion about the desire to collect information from resources we might soon
140 be losing to help cover periods before 1988. Mr. Edmonds asked Council to let them know if
141 there are specific things they would like to include. He said they are hoping to get information
142 from lots of people, and everything will need to be edited. They will spend as much time as
143 possible on it but at this point it is difficult to say how long the project will take.

144

145 **4. Update by Debbie McKean Regarding Independence Day Activities.**

146

147 Debbie McKean reviewed her handout regarding the 2016 Independence Day celebration.
148 Friday, July 1st will include the Safety fair, concert, and fireworks. She said she looked into
149 changing to a laser show but it is not possible due to the proximity to the airport. She said she also
150 talked to Lantis about a longer show and found out we can get 3 more minutes for \$1k which
151 would take it to \$7k. She commented that our show is great already and we may not need the
152 additional time but it is something to consider.

153 On Saturday, July 2nd, the parade will begin at 10am. Leslie Leger will chair the parade
154 this year. She added that we are not competing with Centerville this year so it will be interesting
155 to see if we have more or fewer entries.

156 Also on Saturday there will be the celebration at the Park following the parade. The talent
157 fair is almost filled. The Park is great.

158 Ms. McKean asked that each council member to make arrangements for their own vehicle
159 for the parade and commented that Larry Miller is good to work with. Each member will also
160 need to sign up as an entry in the parade; the registration form is on the website. She added that 2
161 boxes of candy will be provided to each council member although they can pay for more if they
162 choose. She requested the following assignments:

- 163 - James Ahlstrom - 2 people to cover each of the three bouncy toys for 3 hours on Saturday,
- 164 - James Bruhn - build the stage for the Friday night concert.
- 165 - Kelly Enquist - staff the ticket booth with 2-3 people to stamp hands and pass out 8-10
- 166 tickets per child. Also support the public works team.
- 167 - Mark Preece - take care of the watermelons and pies and help with CERT.
- 168 - Andy Williams - set up 100 chairs in front of the stage for the talent fair and get water, and
- 169 help the Chief with safety fair on Friday night.

170

171 Debbie said she plans to meet with the Youth Council soon to ask for their participation
172 covering games. Council member Preece said they are planning to help and will have a float and
173 sell t-shirts.

174 The flag raising ceremony will be held at 7 am on Monday, July 4th. Mayor Romney will
175 make arrangements for a speaker.

176

177 **5. Consider Bid Award For 500 South Water Line Replacement Project to MC Green**
178 **for \$498,328.06.**

179

180 Duane Huffman reviewed the 500 South water line project and explained that Bountiful
181 City has asked us to push the project out to the fall so as not to interfere with the Tour of Utah
182 event. Ten bids were received for the project with the lowest bidder withdrawing; the next lowest
183 bidder was MC Green.

184

185 **MOTION:** *James Ahlstrom moved to award to MC Green the 500 South Water Line*
186 *Replacement project for \$498,328.06. Mark Preece seconded the Motion*
187 *which PASSED.*

188

The vote was recorded as follows:

189

James Ahlstrom – Aye

190

James Bruhn - Aye

191

Kelly Enquist – Aye

192

Mark Preece – Aye

193

Andrew Williams - Aye

194

195 **6. Consider Ordinance 376-16, An Ordinance Creating a Planned Use Development for**
196 **9.13 acres of real property (previously known as “Pony Haven”) located within the**
197 **City at approximately 690 West 1600 North.**

198

199 Mayor Romney explained that staff and the developers have been trying to get some things
200 wrapped up, and Steve Doxey and Ben White are working on language that we may want to
201 consider tonight.

202

203 As review, Duane Huffman stated that in 2015 Ovation Homes requested a planned unit
204 development for the Pony Haven property; an active adult community with smaller lots and
205 modifications to front and rear setbacks. Ovation’s request went through a thorough process with
206 planning commission and the city council, and based on previous direction, staff has been working
207 on a development agreement. He reminded Council that this is a discretionary development.

208

209 Mr. Huffman added that we have been working with the developer on storm drain issues
210 but there is still work to be done. The issues have to do with the high level of ground water, the
211 detention basin, and finding a way to discharge water directly into the canal. Brad Frost

212

213 commented that Ovation and the City met with Davis County earlier today and believes there is a
214 win/win/win solution to build a bypass line under 800 West to create a safer situation.

215

216 Mr. Huffman pointed out there is a five-year moratorium on cutting into 800 West as it is a
217 new road. If we allow them to cut into it, we generally charge a higher fee, but this could be
218 waived. They may be asking to waive storm water impact fees as well in connection with placing
219 the pipe under 800 West.

220

221 Steve Doxey joined the meeting and explained they have been making modifications to the
222 Development agreement but are still missing an exhibit. He suggested that if Council feels the

223

218 exhibit is critical, they should not approve it tonight. If it is not critical, there is a version that
219 could be approved that replaces the exhibit with text explaining what will be needed.

220 There was a discussion about what risks may be involved with approving the agreement as
221 it stands tonight. Mr. Doxey believes there is some risk to the developer but little risk to the City.
222 Following the discussion Mr. Frost, Mr. White and Mr. Doxey left the room to go over the
223 modified proposal.

224 Mr. Huffman commented that most everything but the storm drain issue is ready to go,
225 although there were some questions about what, if any, restrictions should be included regarding
226 architectural designs, exterior materials, colors, differences between homes next to each other,
227 number of park strip trees per lot, entry signage, etc.

228

229 **MOTION:** *James Bruhn moved to suspend the order of the agenda and move to Item*
230 *8 to give the parties an opportunity to discuss the amendments. James*
231 *Ahlstrom seconded the Motion which PASSED by unanimous vote of all*
232 *members present.*

233

234 Mr. Doxey returned and provided an update on the changes just discussed. Ovation
235 Homes also agreed to a maximum twenty-five foot roof height, and to install at least 1 tree per lot
236 – residents could add more if they like. Sections 4e (Storm Drainage) and 4f. (Pump Facilities)
237 still have not been finalized.

238 Brad Frost added that the Pages Lane entrance will have some basic landscaping with the
239 name of the subdivision. He also commented that he has thirty reservations for homes so far.

240

241 Mayor Romney asked council members their thoughts on the proposal and if they want to move
242 forward or wait until they have documents.

- 243 - Council member Ahlstrom said he still had some questions but based on Mr. Doxey's
244 comments he is ok moving forward tonight.
245 - Council member Preece is also ok moving forward.
246 - Council member Bruhn had questions about drainage issues and how the properties to the
247 west will be affected. Ben White responded that the developer is required to take care of
248 drainage for his property only. If a neighbor requests a drain, the City will handle the
249 request. The developer is not responsible but it may be his contractor that does it. Council
250 member Bruhn also had questions about architectural design and landscaping, and asked
251 about Ovation's earlier offer to provide golf passes to new residents. Mr. Frost responded
252 that they still plan to do it as part of a purchase incentive but does not see a need to add it
253 to the development agreement.
254 - Council member Enquist said he would like to review the new language being proposed
255 before approving it and proposed next Tuesday night at 7:00 pm.

256

257 On behalf of planning commission, Alan Malan requested a change to the ninth 'Whereas'
258 in the proposed Ordinance to reflect that the Commission approved the proposal with "a" density
259 bonus, rather than with "the" density bonus as it was different than what the city council
260 approved.

261 **MOTION:** *James Ahlstrom moved to approve Ordinance 376-16 creating a Planned*
262 *Use Development for 9.13 acres of real property (previously known as*

263 *“Pony Haven”*) at approximately 690 West 1600 North, to include
264 *amendments agreed to today to the development agreement and CC& R’s*
265 *which include a maximum 25 ft building height, clarification that there*
266 *will be at least one tree per lot, and landscaping will be provided in the*
267 *front and back yards, also a change to the 9th Whereas in the Ordinance*
268 *language as requested by planning commission. Mark Preece seconded*
269 *the Motion.*

270 **DISCUSSION:** There was discussion about all the proposed changes and that it may be
271 better to wait until all the language has been finalized. Council member Bruhn said he
272 would prefer to see a clean exhibit before approval. Steve Doxey described the documents
273 that were included in the packet compared to the amended documents which have been
274 described to Council but they have not seen. Duane Huffman indicated he would also be
275 more comfortable reviewing the final language prior to approval of the Ordinance and
276 making sure all related exhibits are properly reviewed. Council member Ahlstrom said
277 that based on staffs’ comments he would also prefer to wait a week for approval.

278 The vote was recorded as follows:
279 James Ahlstrom – Nay
280 James Bruhn - Nay
281 Kelly Enquist – Nay
282 Mark Preece – Nay
283 Andrew Williams - Nay

284 Mayor Romney asked that a clean document including the pump exhibit be distributed by
285 Friday so members could review it before the special meeting next Tuesday. A waiver request for
286 impact fees should be included if possible or at least before final plat approval.

287
288 **7. Engineering/Public Works Report.**

289
290 Ben White provided a construction update. Pages Lane – the water line is in and being
291 tested. Century Link and Questar are still working on their lines. CDBG sidewalk is being
292 installed on 800 West south of Pages Lane. The Path to the new restroom from the Prospector
293 trail has been installed.

294 The new basketball court ribbon cutting will be held in May. Once the surfacing goes on
295 the court it will need to sit for 5 days before it is ready to use.

296
297 **8. Police Report**

298
299 Chief Hixson summarized his monthly police report. He is trying to fill the vacant officer
300 position and is currently running background checks on a candidate. He talked about the activities
301 planned for Thursday’s Great Utah Shakeout to educate employees about what to do in case of an
302 earthquake. He also reported that all city secondary radios (police, public works, and CERT) have
303 been updated to include all West Bountiful frequencies.

304 In response to questions, the Chief talked about tasers, pepper spray and gas and how they
305 affect people.

306
307 **9. Mayor/Council Reports.**

308
309 James Ahlstrom - no report.

310
311 Mark Preece - no report.

312
313 James Bruhn – no report.

314
315 Andy Williams reported on last week’s planning commission meeting.

316
317 Kelly Enquist asked about the status of a sidewalk on 1100 west by Holly. Duane Huffman
318 responded that a lot of our attention has been focused on Pages Lane, but we will begin
319 working on the 1100 West project soon.

320
321 Mayor Romney – no report.

322
323

324 **10. Approval of Minutes from the April 5, 2016 City Council Meeting.**

325
326 **MOTION:** *James Ahlstrom moved to approve the minutes from the March 15,*
327 *meeting. James Bruhn seconded the Motion which PASSED by*
328 *unanimous vote of all members present.*

329
330

330 **11. Adjourn.**

331
332 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*
333 *Council at 9:55 p m. James Ahlstrom seconded the Motion which*
334 *PASSED by unanimous vote of all members present.*

335
336

337
338

The foregoing was approved by the West Bountiful City Council on Tuesday, May 3, 2016.

339
340

341
342 _____
Cathy Brightwell (City Recorder)