

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
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City Recorder
Remington Whiting

City Engineer
Kris Nilsen

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THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM ON TUESDAY, OCTOBER 6TH, 2026, AT THE CITY OFFICES

Agenda

6:00: Work Session – Presentation on Updated Development Concepts by Ivory Homes and Cirrus Group

7:30: Regular Meeting

Invocation/Thought – Jenn Nielsen; Pledge of Allegiance – Dell Butterfield

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Consider Grazing Lease – Jessi's Meadows Open Space.
4. Consider Purchase Approval for Used Golf Course Rough Mower.
5. Meeting Minutes from September 15th, 2026.
6. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
7. Mayor/Council Reports.
8. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
9. Adjourn.

This agenda was posted on the State Public Notice website (Utah.gov/pmnn), the city website (WBCityut.gov), posted at city hall, and emailed to the Mayor and City Council on October 2nd, 2026.

MEMORANDUM



TO: Mayor and City Council

DATE: October 2, 2026

FROM: Duane Huffman, City Administrator

RE: **Grazing Lease – Jessi’s Meadows Open Space**

This memo introduces a proposed lease for grazing on city-owned land in the Jessi’s Meadows subdivision.

Background

The City owns Lot A, a 4.11 acre piece undeveloped park in the Jessi’s Meadows subdivision (direction west of 855 N Jess’s Meadows Dr and 815 N Jessi’s Meadows Dr). In 2014 and 2016, the city leased this land to neighboring property owners for farm animal grazing.

The city was recently approached by the owner of 855 N Jessi’s Meadows Dr to again lease this property for farm animal grazing.

Proposed Lease

Highlights of the proposed lease include:

- A 1-year term with options for renewals;
- The city may terminate the lease 60 days’ notice;
- The tenant must have the city’s permission for any alterations to the property.
- The tenant is required to maintain insurance and indemnify the city.

Motion

If the council finds that this lease is in the best interest of the city, it may pass a motion authorizing the mayor to execute the lease.

LEASE

This Lease is entered into as of _____, 20__ (the “**Effective Date**”), by and between WEST BOUNTIFUL CITY, a Utah municipal corporation with its principal place of business at 550 North 800 West, West Bountiful, Utah 84047 (“**Landlord**”); and _____, an individual residing at _____, West Bountiful, Utah 84047 (“**Tenant**”).

Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 4.11 acres of raw land located at approximately 860 N Jessi’s Meadows Drive, West Bountiful City, Utah 84047, as depicted in the attached Exhibit A (the “**Property**”), on the terms provided in this Lease.

1. TERM. Unless sooner terminated as provided in this Lease, the initial term of this Lease will be one year, commencing on the Effective Date (the “**Initial Term**”). At the Landlord’s option, the Tenant may renew this Lease for successive one-year terms by providing Landlord written notice of its intent to renew not less than 180 days before the expiration of the Initial Term or any renewal term, as applicable, provided Tenant is not in default at the time it gives notice of its intent to renew or at the expiration of the Initial Term or renewal term. During any such renewal term, rent will increase \$50.00 above the Initial Term or last renewal term. All other terms and conditions of this Lease will apply during any such renewal term.

2. RENT. Tenant will pay Landlord rent for the use and occupancy of the Property, in advance, on or before the Effective Date and the first day of any renewal term. Tenant will pay all rent and other charges due under this Lease at the address specified in this Lease, unless Landlord designates another address to receive rentals. Any payment made more than ten days after it is due shall be subject to a ten percent (10%) late charge. Rent will be \$1,000 per year.

3. EARLY TERMINATION. Notwithstanding any provision of this Lease to the contrary, Landlord may terminate this Lease at any time during the initial term or any renewal term by giving Tenant 60 days’ written notice of Landlord’s election to terminate this Lease. In the event of such termination, Landlord’s sole liability to Tenant will be to refund any portion of the rent paid that would have otherwise applied to the Lease term following the effective date of such termination.

4. AUTHORIZED USES. Tenant may use the Property for purposes of grazing and keeping farm animals (as defined by the West Bountiful City Municipal Code), and not for any other purpose without the prior written consent of Landlord. Tenant will comply with all applicable federal, state, and local laws, ordinances, and restrictions in its use of the Property. Tenant will not keep, use, or sell, or allow to be kept, used, or sold on the Property any material that is prohibited by law or constitutes an environmental hazard. Tenant will not use the Property in any manner that constitutes waste, nuisance, or unreasonable annoyance to occupants of adjacent or nearby properties. In particular, Tenant will be solely responsible to enclose and contain any animals Tenant maintains on the Property.

5. MAINTENANCE OF PROPERTY. Tenant has inspected the Property and accepts the Property **AS-IS**. At its own expense, Tenant will maintain the Property and any improvements located on the Property in good repair, and will keep the Property neat and clean and free from litter and graffiti. At the end of the Lease term or upon the sooner termination of this Lease, Tenant will immediately return the Property and any improvements on the Property to Landlord in their original condition, reasonable wear and tear excepted.

6. ALTERATIONS TO PROPERTY. Tenant will not make any alterations to the Property, including any temporary or permanent fencing and any alteration of or interference with any wetlands on the Property, without Landlord’s prior written approval. Other than temporary fencing as approved by the Landlord in writing, any alterations or improvements to the Property will become Landlord’s property upon the expiration or sooner termination of this Lease. Landlord hereby reserves the right at any time to make

changes, alterations or additions to the Property. In such event, Tenant shall not be entitled to terminate this Lease or recover damages for injury or inconvenience occasioned thereby.

7. CONDEMNATION. If all or any portion of the Property is acquired or taken by condemnation so as to render the Property unsuitable for Tenant's use, this Lease will terminate as of the date Tenant loses possession of the Property. Tenant will not be entitled to, and expressly waives all claim to, any condemnation award. As used in this section, "condemnation" means any action or proceeding in which any interest in the Property is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by transfer under threat of condemnation.

8. INSURANCE. During the term of this Lease, Tenant will maintain comprehensive general liability insurance on any activity conducted on or from the Property. Such insurance will be subject to Landlord's reasonable approval, will name Landlord as an additional insured, and will have coverage limits of not less than \$1 million per occurrence and \$1 million in the aggregate. Tenant will also maintain insurance in reasonable amounts on all personal property located on the Property. Each policy shall provide by its terms that it is non-cancelable except upon 30 days' prior written notice to Landlord. Tenant will provide to Landlord annually, and otherwise upon reasonable request, a certificate evidencing the insurance coverage required under this section.

9. LIENS. Tenant will promptly pay all liens or assessments against the Property imposed or asserted through no fault of Landlord. At a minimum, Tenant will not permit any such lien to remain against the Property for a period of more than 30 days. If any such lien is not released or discharged within that time, Landlord, at its option, may elect to pay or discharge the lien and any taxes, assessments, or other charges against the Property that Tenant is obligated to pay under this Lease and that may become a lien on the Property. Tenant will repay upon demand as additional rent any such sums paid by Landlord, together with interest at 12 percent annually from the date such payment is made.

10. HOLDOVER. If Tenant holds over following the expiration of the term of this Lease or any extension of this Lease, such tenancy will be from month to month only and upon all the terms, covenants and conditions of this Lease, except that rent will increase to 150 percent of the rent at the expiration of this Lease.

11. INDEMNITY. Tenant will indemnify, defend, and hold harmless Landlord from and against all damages, losses, liabilities, claims, or costs (including reasonable attorney fees) arising out of any act or omission of Tenant, its employees, licensees, or invitees, or any subtenant, in connection with the use or occupancy of the Property, including any Environmental Claim (as defined below). For purposes of this Lease, "**Environmental Claim**" means a notice, claim, demand, investigation, or complaint from any third party or government agency with jurisdiction for remediation or for the payment of damages, costs, or expenses for the presence, emission or release from the Property of any hazardous substance or other environmental contamination present as a result of Tenant's use of the Property. Tenant's obligations under this section will survive the expiration or termination of this Lease.

12. DEFAULT AND REMEDIES. Tenant will be in default if: (a) Tenant fails to pay rent within ten days after it is due; (b) Tenant substantially fails to perform under this Lease through no fault of Landlord, and does not cure the failure after 15 days' written notice or, if cure is not possible within 15 days, does not commence to cure the failure within the 15-day period and diligently complete the cure thereafter; or (c) Tenant abandons the Property or manifests a clear intention to discontinue performance of its obligations under this Lease. In the event of Tenant's default as defined in this section, Landlord will be immediately entitled to: (i) terminate this Lease (ii) re-enter and take possession of the Property and any personal property located on the Property, and dispose of such personal property in a commercially

reasonable manner and apply the proceeds toward any amounts owing under this Lease; (iii) collect default interest on all amounts owing under this Lease at the rate of 12 percentm per annum; and (iv) with or without terminating the Lease, take any other action or pursue any other remedy allowed under this Lease, at law, or in equity, including specific performance and injunctive relief. Landlord's remedies under this Lease are cumulative.

13. SIGNS. Tenant may not place any signs on the Property without Landlord's prior written approval.

14. LANDLORD'S RIGHT OF ENTRY. Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times and upon reasonable notice (except that reasonable notice shall not be required in cases of emergency).

15. QUIET ENJOYMENT. Upon paying the rents and observing and performing all of its obligations under this Lease, Tenant shall peaceably and quietly enjoy the Property for the term of this Lease.

16. MISCELLANEOUS PROVISIONS.

a. Notice. All notices required to be given under this Lease shall be in writing and shall be hand delivered, or sent via registered or certified United States mail, postage prepaid, to each party or its authorized representative at its address set forth above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first. Each party may designate a different address upon written notice to the other party.

b. Entire Agreement, Modification and Waiver. This Lease 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 Lease shall be valid or binding unless made in writing and signed by all parties. No waiver of any provision of this Lease shall be valid unless made in writing and signed by the party waiving the provision.

c. Assignment and Sublease. Tenant may not assign its rights under this Lease or sublease the Property without the prior written consent of Landlord. Subject to this limitation, this Lease will be binding upon and will inure to the benefit of the parties respective successors, heirs and assigns.

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

e. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Utah, irrespective of any conflict of laws provisions, 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 Lease.

f. No Partnership. The transactions contemplated under this Lease constitute a lease of raw land only, and do not constitute a partnership, joint venture, agency relationship, or other association between the parties.

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

h. No Recording. Tenant shall not record this Lease or any memorandum or notice of this Lease without Landlord's prior written consent.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be delivered by fax, email, or other electronic means.

j. Attorney Fees. In the event either party is required to take any action to enforce its rights under this Lease, the non-defaulting party shall be entitled to recover from the defaulting party its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

IN WITNESS WHEREOF, the parties execute this Lease as of the date first written above.

LANDLORD:

TENANT:

WEST BOUNTIFUL CITY

ATTEST:

Remington Whiting, *City Recorder*

5
EXHIBIT A

Depiction of the Property

Jessi's 1, 2, & 3as depicted below.



MEMORANDUM



TO: Mayor and City Council

DATE: October 2, 2026

FROM: Duane Huffman

RE: **Expenditure Approvals – Used Golf Course Rough Mower**

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

1. Fairway Mower - Toro 3500 Sidewinder- \$20,000

This year's newly adopted budget (FY 26/27) includes \$107,000 in the Golf Fund for maintenance equipment replacement. Earlier this year, the city used \$40,000 of this to purchase a used fairway mower. Staff now requests approval to use \$20,000 to purchase a used Rough mower (a Toro 3500 Sidewinder with 1,500 hours of use).

This mower is needed to get into Rough areas that are too small for the larger Rough mower, and staff estimates that it has 10-15 years of useful life

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

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **September 15th, 2026**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

CITY COUNCIL: Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen, and Julie Thompson

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

PUBLIC: Alan Malan, Corey Sweat, Judy Barking, Belinda Barking, Christine Schultz, Sally Tanner, Scott Thompson, Lisa Nichols, Richmond Thornley, Bret Millburn

EXCUSED: Mayor Kenneth Romney, Steve Maughan (Public Works Director)

Regular Meeting

Mayor Pro-Tem James Ahlstrom called the meeting to order at 7:30 pm. Kelly Enquist gave a thought, and the Pledge of Allegiance was led by Jenn Nielsen.

1. Approve Agenda

MOTION: *Julie Thompson made a motion to approve the agenda with the swap of item 2 and 3. Jenn Nielsen seconded the Motion which PASSED by unanimous vote of all members present.*

2. Proclamation Designating September 17-23, 2026, as Constitution week in West Bountiful.

Christine Schultz, a Representative from the Daughters of the American Revolution introduced the group and explained the organization's purpose. She provided a brief history of the Constitution and discussed the purpose and significance of Constitution Week.

MOTION: *Kelly Enquist made a motion to adopt a Proclamation Designating September 17-23, 2026, as Constitution week in West Bountiful. Julie Thompson seconded the motion which PASSED.*

The vote was recorded as follows:

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

Dell Butterfield – Aye
Jenn Nielsen – Aye

3. Public Comment.

Bret Millburn – Resident of Centerville – Stated that he was previously a resident of West Bountiful and that he was running for County Commissioner. He also provided reasons for his candidacy.

Corey Sweat – 1078 W 600 N – Shared that the Planning Commission had unanimously supported its recommendation regarding the Detached Accessory Dwelling Units ordinance. He explained the specific reasons for the Planning Commission’s recommendation and the reasoning behind the provisions included in the proposed code.

Richmond Thornley – 2160 N 520 W – Agreed with Mr. Sweat’s comments and stated that the intent of the proposed code was to start with lower-impact regulations, which could be adjusted to become less restrictive in the future if appropriate.

4. Ordinance 515-26 – An Ordinance Amending Title 17 of The West Bountiful Municipal Code Related to Accessory Dwelling Units.

Duane Huffman introduced the proposed code by providing background regarding previous discussions and state requirements. Highlights of the Planning Commission’s proposed code included a minimum lot size of 10,000 square feet, a minimum DADU size of 201 square feet, a maximum DADU size of 35% of the backyard, required parking spaces, required rear-yard setbacks of 20ft and 30ft based on the underlying zone, and height regulations governed by the primary structure requirements in the underlying zone.

Duane then presented select alternative language, which included an 11,000-square-foot minimum lot size, different minimum and maximum square-footage requirements, and different setback requirements. He reviewed the alternatives and explained that they were prepared based on previous city council direction that DADUs focus on being “accessory” in nature to the primary dwelling.

Councilmember Thompson expressed her appreciation to the Planning Commission and staff for their work on the proposed code. She expressed concern about the potential number of DADUs that could be constructed. She stated that she would support limiting the size of DADUs.

Duane presented information regarding the estimated needed square footage for DADUs based on the number of rooms.

There was discussion regarding the difference between an accessory structure and a dwelling unit.

Councilmember Enquist expressed concern regarding the 35% backyard rule and stated that he would like to see a maximum size restriction.

Councilmember Nielsen expressed her desire to see a maximum DADU size of 1,000 square feet. She also expressed concern regarding the proposed setbacks.

95
96 **MOTION:** *Jenn Nielen made a motion to adopt Ordinance 515-26– An Ordinance*
97 *Amending Title 17 of The West Bountiful Municipal Code Related to*
98 *Accessory Dwelling Units with the selected alternative language to include:*
99 *“the minimum lot square footage be 11,000”; “the maximum size be 50% of*
100 *the square footage footprint of the primary structure or 1,000 square feet;*
101 *whichever is less”; and striking the provision requiring the unit’s sewer line*
102 *to connect to the main structure’s sewer line. Kelly Enquist seconded the*
103 *motion which PASSED.*

104
105 The vote was recorded as follows:

106 James Ahlstrom – Aye

Dell Butterfield – Aye

107 Kelly Enquist – Aye

Jenn Nielsen – Aye

108 Julie Thompson – Aye

109
110 **5. Ordinance 516-26 – An Ordinance Amending Title 16 and Title 17 of the West Bountiful**
111 **Municipal Code Related to Appeal Authorities.**

112
113 Duane explained that state law no longer allows the City Council to serve as the land use
114 appeal authority. He presented the proposed code, and the Council asked questions regarding
115 how hearing officers would be selected and vetted. Minor spelling errors were identified and
116 will be corrected before publication.

117
118 **MOTION:** *Dell Butterfield made a motion to adopt Ordinance 516-26– An Ordinance*
119 *Amending Title 16 and Title 17 of the West Bountiful Municipal Code*
120 *Related to Appeal Authorities with the noted corrections. Kelly Enquist*
121 *seconded the motion which PASSED.*

122
123 The vote was recorded as follows:

124 James Ahlstrom – Aye

Dell Butterfield – Aye

125 Kelly Enquist – Aye

Jenn Nielsen – Aye

126 Julie Thompson – Ay

127
128
129 **6. Lakeside Golf Course Report.**

130 Dallas Green presented a report on the 2026 season. Highlights included significant
131 increases in participation in the ladies’, junior and men’s leagues. He explained that one of
132 the course’s goals is to increase online traffic and noted that approximately 50% of non-
133 league fees are currently being paid online. He also reported a 20% increase in tournaments.
134 The current state of the café was also discussed.

135
136 Duane clarified that although the revenue for the course had gone up, inflationary
137 expenditures had as well.

138
139 **7. Consider Purchase Approval for Driving Range Equipment.**

140 Duane explained that the FY 27 budget included \$15,000 for a new picker for the driving
141 range.

MOTION: *Dell Butterfield made a motion to approve the purchase of the driving range picker equipment for \$16,247. Julie Thompson seconded the motion which PASSED by unanimous vote.*

8. Monthly Financial Report.

Duane reviewed the monthly finance report.

9. Meeting Minutes from September 1st, 2026.

MOTION: *Kelly Enquist made a motion to approve the meeting minutes from September 1st, 2026. Jenn Nielsen seconded the motion which PASSED by unanimous vote of all members present.*

10. Staff Reports

Police Department – Brandon Erikson

- Officer Moran has submitted his 2-week notice. His last day will be next Friday. There is a candidate from the previous hiring pool that is in the background check phase.

Engineering – Kris Nilsen

- Seal coat project has been completed throughout the city.
- Concrete has been installed at Childs Park, and the playground equipment is expected to be installed shortly.
- The Sewer District installed a meter vault today.
- Continues to design 700 N and 975 W projects.
- Mountain Shadow Subdivision is still under review.
- Belmont 2A plat is being reviewed by the county. Building permits will be reviewed and approved shortly after.

Community Development/Administration – Duane Huffman

- Had a meeting with UDOT and UTA regarding the Pages Lane tracks. with the current timeline they have provided for the project which is estimated to be from October to February. He will be meeting with UDOT leadership on Thursday to discuss the timeline.
- City employee/official appreciation BBQ will take place next Friday.

11. Mayor/Council Reports

James Ahlstrom:

- Nothing to report.

Dell Butterfield:

- A Rec Center meeting took place last night where they worked on finalizing the upcoming year's budget.

Kelly Enquist:

- Mosquito Abatement has reported 5 cases of West Nile Virus in the county.
- Thanked everybody for participating in the Founders Day Arts Council Concert.

Jenn Nielsen:

- Will be attending ARCON conference in St Louis with Wasatch Integrated Waste Management.

- 188 • YCC had their first meeting last week and their first activity will take place next week.
189 Julie Thompson:
190 • Community Mural project will take place on September 19th. They have reached out to the
191 Governor's office to see if he would like to participate.
192

193 **12. Closed Session.**
194

195 **MOTION:** *James Ahlstrom made a motion to go into closed session to discuss the sale,*
196 *use or purchase of property in the police training room and to have the*
197 *adjournment of that meeting be the adjournment of this meeting. Julie*
198 *Thompson seconded the motion which PASSED.*
199

200 The vote was recorded as follows:

201 James Ahlstrom – Aye
202 Kelly Enquist – Aye
203 Julie Thompson – Aye
204

Dell Butterfield – Aye
Jenn Nielsen – Aye

205 -----
206
207 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all*
208 *members present on October 6th, 2026.*
209
210

211
212 _____
Remington Whiting, City Recorder