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CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORKSESSION
BEGINNING AT 6:00 PM AND A REGULAR MEETING BEGINNING AT 7:30 PM,
ON TUESDAY, DECEMBER 15, 2015 IN THE CITY OFFICES AT 550 N 800 WEST

6:00 pm Worksession

Discuss City Code Related to Planned Unit Developments (Section 17.68) and *The Cottages at Havenwood* PUD Request by Ovation Homes

7:30 pm Regular Meeting

Invocation/Thought –James Ahlstrom; Pledge of Allegiance – Debbie McKean

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Public Hearing Regarding a Request to Vacate an Easement on the Property at 331 N 750 West.
4. Consider Resolution 375-15, A Resolution Vacating Portions of a Side and Rear Easement on the Property of Mark and Dawn Peterson at 331 N 750 West.
5. Consider Resolution 376-15, A Resolution Adopting a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.
6. Police Report.
7. Engineering/Planning Commission Report.
8. Administrative Report.
 - a. Justice Court Services
9. Mayor/Council Reports.
10. Approve Minutes from the December 1, 2015 City Council Meeting.
11. Possible Executive Session for the Purpose of Discussing Items as Allowed, Pursuant to Utah Code Annotated 52-4-205.
12. 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 December 10, 2015.



MEMORANDUM

TO: Mayor and City Council

DATE: December 10, 2015

FROM: Ben White

RE: The Cottages at Havenwood PUD (Ovation Homes) at 680 W Pages Lane

Ovation Homes has requested a Planned Unit Development (PUD) designation for the 9.35 acre property commonly known as Pony Haven (690 W Pages Lane). City Code defines a PUD as “a residential development planned as a whole, single complex. It incorporates a definite development theme which includes the elements of usable open spaces, diversity of lot design or residential use, amenities, a well planned circulation system, and attractive entrances as part of the design.”

The Ovation Homes proposal varies from a standard subdivision in that it includes:

1. 37 single level residential homes (as opposed to the 30 lots that would fit on this land in a traditional development) requiring a bonus density of 24%;
2. Restrictive Living Community governed by covenants, conditions, and restrictions (CC&Rs), including limitations on the number of individuals that can reside on a property;
3. A Home Owners Association maintained front yard and open space landscaping;
4. 0.73 acre of open space area;
5. Reducing front yard setbacks to 20’ and rear yard setbacks to 15’;
6. Reducing the lot size and width of each lot below the minimum standard in the R-1-10 zone;

After several discussions of the concept of a PUD for the property, the Planning Commission held a Public Hearing on November 17th to receive input on Ovation’s request. Approximately 25 persons entered comments. There were some comments in support and others expressing concerns with the project, as well as a petition submitted that included individuals in favor. Mr. Mike Strand also commented that his family is still challenging through the court system the legality of the property sale that led to Ovation’s proposal.

As a PUD must be adopted by the City Council with an ordinance, the Planning Commission felt that many of the details of the proposal would be best handled at the Council level. After considering the public input and further discussion, the Planning Commission made a favorable

recommendation of the proposal to the City Council, also requesting that the Council consider the following points:

1. The need for standards for garages, off street parking and RV parking;
2. That a bonus density of 15 to 25% would be appropriate, though no specific recommendations were made in relation to how that bonus would be calculated as contemplated by the City Code;
3. Amenities and the parking related to the amenities be addressed for the proposed open space.

For the Council meeting on December 15th, a work session will be held to discuss Ovation's request. The first portion of the meeting will be used to review the City Code in relation to PUDs (enclosed with this memo), followed by a discussion of the specifics of the proposal (also enclosed).

17.68 Planned Unit Developments (PUDS)

17.68.010 Purpose And Intent

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17.68.010 Purpose And Intent

A Planned Unit Development ("PUD") is a residential development planned as a whole, single complex. It incorporates a definite development theme which includes the elements of usable open spaces, diversity of lot design or residential use, amenities, a well planned circulation system, and attractive entrances as part of the design.

Planned Unit Developments should be designed to encourage and provide means for effecting desirable and quality development which permit greater flexibility and design freedom than permitted under the basic zoning regulations, and to accomplish a well-balanced, aesthetically satisfying city and economically desirable development of building sites within the development. These developments are intended to permit and encourage diversification, variation and imagination in the relationship of uses, structures, open spaces and heights of structures for developments conceived and implemented as comprehensive and cohesive unified projects. They are further intended to encourage more rational and economic development with relationship to public services, and to encourage and facilitate the preservation of open lands.

West Bountiful City supports development that is creative and serves a purpose beyond the division of land. Planned Unit Developments should be of benefit to the City as well as the residents of the development. The purpose of a Planned Unit Development is not to increase density, but to increase the quality of life in the community. In order to increase the quality of life in West Bountiful City, the City is willing to allow clustering or additional density of dwelling units in exchange for appropriate amenities. Regulations are established to permit latitude in the development of the building site if such development is found to be in accordance with the purpose, spirit and intent of this Chapter and is found not to be 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.

The owner, or authorized agent, of a proposed Planned Unit Development shall apply for and secure approval of the proposed PUD in accordance with this Chapter before any contract is made for the sale of any part of the PUD, and before any permit for the erection of a structure in the PUD is granted. The requirements of this PUD Chapter are intended to be in addition to the other requirements of this Title, not to take the place of such regulations.

A Planned Unit Development may be allowed at the discretion of the City Council following a recommendation of the Planning Commission in any agricultural or residential zone. An application for approval of a PUD is a request by the applicant for additional density and flexibility than that allowed by the underlying zoning. An applicant will not be denied the right to develop property in the traditional manner by satisfying all of the requirements of Title 16 and all other chapters of this Title. Denial of a PUD shall not result in a takings claim against the City because no applicant shall be denied the right to develop property by satisfying all of the requirements of Title 16 and all other chapters of this Title. The City Council need not provide detailed findings or reasons for denial of a PUD since its decision is legislative.

The intent of this Chapter is to allow and encourage a flexible, efficient and imaginative development pattern. Planned Unit Developments can:

- A. Provide flexible development options where a standard lot pattern is not practical or desirable due to physical constraints.
- B. Promote attractive architectural design, creative lot configuration, provide open spaces, and ensure efficient delivery of services.
- C. Promote usable public and private recreation areas, parks, trails and open space with assurance of maintenance.
- D. Reduce development costs and ongoing maintenance costs.

Any development that satisfies the requirements of this Chapter may be considered for approval as a PUD regardless of whether the requirements of Title 16, Subdivisions, and the other requirements of Title 17, Zoning, are satisfied. In the case of conflicting requirements of this Chapter and Title 16, Subdivisions, and Title 17, Zoning, this Chapter shall govern.

There will be a presumption against approval of land development as a Planned Unit Development. The applicant bears the sole responsibility and burden of establishing, by a preponderance of the evidence presented, that the alternative development layout and other features of the proposed PUD, taken as a whole, are preferable to a traditional subdivision approved in accordance with Title 16 and all other requirements of this Title. Such preferability may be demonstrated, in part, by a showing that the proposed PUD is in accordance with the purpose, spirit and intent of this Chapter 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.

17.68.020 Development Description

A Planned Unit Development is a development containing residential lots, pads, or units in which some of the parcels may be reduced below the minimum lot size required by the zoning district. The regulations of the underlying zone may be negotiated and modified to allow flexibility and initiative in site and building design and location, in accordance with an approved PUD plan and requirements of this Chapter. Projects are planned to achieve a coordinated, functional and unified development pattern. A PUD allows greater flexibility in project layout while assuring that the character of the underlying district is maintained and the requirements of the Design Guidelines and Standard Specifications are satisfied. Applicants may be eligible for a density bonus based on provision of additional amenities in the development (see Section 17.68.120 for more). Planned Unit Developments are allowed in all residential zones of West Bountiful City.

Because the lot sizes in a PUD are flexible, a building footprint shall be indicated on each lot, identifying the buildable area of the lot and the required setback area for the lot. The City Council may require the buildable area of the lots to be increased if it is determined that an average size dwelling, in comparison with other dwellings in the general vicinity, cannot be constructed on the proposed lots.

Although flexibility in lot arrangement is a feature of a PUD, the lots in the development will be reviewed to ensure that the lots can be used for their

intended purpose. Each lot should accommodate a dwelling compatible with other dwellings in the development and access should be provided in a reasonable manner. Lots in a PUD should not be designed in a manner that creates odd-shaped lots and in particular to simply obtain additional lots.

17.68.030 Approval

Planned Unit Developments may be allowed in any agricultural or residential zoning district upon Planning Commission and City Council approval. No Planned Unit Development permit shall be granted unless the development meets the use limitations of the zoning district in which it is located and meets the density and other limitations of such districts, except as such requirements may be modified by this Chapter. Compliance with the regulations of this Chapter in no way excuses the developer from the applicable requirements of Title 16 and the other requirements of this Title, except as modifications thereof are specifically authorized in the approval of the application for the Planned Unit Development.

17.68.040 Base Density

The base density for each Planned Unit Development is the density that would be permitted in the zone in which the proposed development is located if the development were completed as a regular subdivision under Title 16 with each lot containing a minimum buildable area of thirty feet by fifty feet (30' X 50') ("Base Density"). The minimum lot size allowed for the purpose of determining the Base Density of a proposed Planned Unit Development in each residential zone of the City is as follows:

Zone	Minimum Lot Size Allowed
B-U	1 acre
A-1	1 acre
R-1-22	0.5 acre
R-1-10	0.2296 acre (10,000 square feet)

An applicant may present a flexible project layout for consideration by the City based on the Base Density described above. An applicant may also be eligible for a density bonus as described in Section 17.68.110.

17.68.050 Area

No Planned Unit Development shall have an area less than that approved by the Planning Commission as adequate for the proposed development, and in no case less than the minimum area requirements of Section 17.68.100.A.

17.68.060 Uses

A Planned Unit Development which will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning district and must be accompanied by an application for a zoning amendment.

Where a site is situated in more than one use district, the permitted uses applicable to such property in one district may be extended into the adjacent use districts.

17.68.070 Ownership

The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

17.68.080 Desirability

The proposed use of the particular location shall be shown as necessary or desirable, to provide a service or facility that will contribute to the general well being of the surrounding area. It shall also be shown that under the circumstances of the particular case, the proposed use will not be detrimental to the health, safety or general welfare of persons residing in the vicinity of the Planned Unit Development.

17.68.090 Design

The Planning Commission shall require such arrangements of structures and open spaces within the site development plan as necessary to ensure that adjacent properties will not be adversely affected.

- A. Density. Density of land use shall in no case be more than thirty-five (35) percent higher than allowed in the zoning district.
- B. Arrangement. Where feasible, the least height and density of buildings and uses shall be arranged around the boundaries of the development.
- C. Specific regulations. Lot area, width, yard, height, density and coverage regulations shall be determined by approval of the site development plan.

17.68.100 Minimum Standards

- A. General Regulations. A minimum of seven (7) acres of land in the A-1 zone, and four (4) acres in the R-1-22 and R-1-10 zone is required for a proposal to be developed as a PUD.
- B. Open spaces. Preservation, maintenance and ownership of required open spaces within the development shall be accomplished by either:
 - 1. Dedication of land as a public park or parkway system; or
 - 2. Creation of a permanent, open space easement on and over private open spaces to guarantee that the open space remain perpetually as open space or as an agricultural or recreational use, as the case may be, with ownership and maintenance being the responsibility of a corporation or other association established with articles of association and bylaws or similar rules, which are satisfactory to the Planning Commission.

The open space may be used to provide amenities in the development. Maintenance of the open space is the responsibility of the owner of the development, if held in single ownership, or a residential corporation or other association, if the dwelling units are sold separately, unless dedicated to the City and accepted by the City Council.

As part of the application for a Planned Unit Development, the applicant shall submit a detailed improvement plan indicating the landscaping, trails, facilities, and other amenities proposed in the development. Upon approval of the amenities package by the City Council, the applicant will be required to complete all improvements in accordance with the development approval. Furthermore, if any open space area is anticipated to be dedicated to West Bountiful City, the landscaping materials, sprinkling system and other improvements shall be completed in accordance with any design or improvement standards adopted by West Bountiful City.

- C. Parking – Garages and Parking Lots. Each dwelling unit in a Planned Unit Development shall include at least a two (2) car garage constructed in accordance with West Bountiful City building standards. In addition, every PUD shall provide for adequate offstreet parking of vehicles, including recreational vehicle parking.

All parking spaces, parking areas, and driveways shall be hard surfaced and properly drained. Large expanses of asphalt should be reduced and broken into smaller parking lots. Parking lots should include ample landscaping to buffer cars from neighboring properties.

D. Attractive Elevations – Variety and Architecture. Structures in the Planned Unit Development must include, at a minimum, the following design elements:

1. A variety of elevations, roof types (e.g., mansard, hip, gabled, traditional), colors, materials, and other architectural features must be incorporated into the housing units so as to eliminate or greatly reduce the impression of tract housing.
2. Garage doors must not be the most prominent feature of the structure. Side entry garages that do not face public streets, garage doors that are recessed from the front of the structure, or other creative solutions are highly encouraged.
3. Dwellings with the same or similar elevations (façade, exterior design, or appearance) must not be placed adjacent to each other or across the street from dwellings with the same or similar elevations except when the Planning Commission for good cause approves limited variation in the Planned Unit Development.
4. Any proposed nonresidential structures should be complementary to the surrounding and historic architecture in terms of scale, massing, roof shape, exterior materials, etc. Such structures should not create masses out of proportion to the residential structures in the development and surrounding neighborhoods, but should be scaled down into groupings of smaller attached structures.

Failure to incorporate these minimum design standards into the proposed structures in the development may result in denial of the request for a Planned Unit Development.

- E. Upgraded Materials. The materials used to construct the structures in a Planned Unit Development will represent an upgrade from typical construction practices. At a minimum, all residential structures within a Planned Unit Development will include at least eighty (80) percent hard surface exterior materials defined as brick, stucco, stone, stacked stone, simulated wood concrete siding, or similar materials. The applicant must present samples of proposed materials to the Planning Commission for review in connection with approval of the PUD.
- F. Vehicular and Pedestrian Access. Adequate vehicular and pedestrian access must be provided. A traffic impact study shall be required, as part of the preliminary PUD plan, to project auto and truck traffic generated by the uses proposed. The traffic impact study must be prepared by a registered traffic

engineer, unless otherwise expressly waived by the Planning Commission. The traffic study shall include an analysis of on-site circulation, capacities of existing streets, number of additional trips which will be generated, origin/destination studies and peak traffic generation movements.

- G. Connection with Trails. Any Planned Unit Development that is traversed by or connected to a city trail will be required to install the trail consistent with all applicable ordinances and improvement standards of West Bountiful City.
- H. Signage. Signage for any nonresidential buildings within the PUD should be part of a coordinated signage system for the entire PUD project. Signage should help unify the project and provide a positive image. Natural materials such as wood, stone, rock, and metal with external illumination are encouraged. The size, location, design and nature of signs, if any, and the intensity and direction of area or floodlighting shall be detailed in the application. The size and location of signage shall conform to the requirements and guidelines for monument signage from Chapter 17.48 of this Title.
- I. General Contributions. The Planning Commission, as part of the approval of a PUD, shall be permitted to require an applicant to make reasonable contributions to include, but not limited to any combination of the following:
 - 1. Dedication of land for public park purposes.
 - 2. Dedication of land for public school purposes.
 - 3. Dedication of land for public road right-of-way purposes.
 - 4. Construction of, or addition to, roads servicing the proposed project when such construction or addition is reasonably related to the traffic to be generated.
 - 5. Installation of required traffic safety devices.
 - 6. Preservation of areas containing significant natural, environmental, historic, archeological or similar resources.

17.68.110 Density Bonus Calculation

An applicant for a Planned Unit Development may be eligible for a density bonus based on amenities provided in the project. Density in excess of the Base Density may be considered for projects which satisfy the requirements of one or more of the density bonus amenities listed below. Each amenity is assigned a potential density bonus figured as a percentage increase in dwelling units. A density bonus shall not exceed thirty-five (35) percent above the Base Density.

17.68.120 Amenity Density Bonus

The Planning Commission may recommend a density bonus for project amenities within a Planned Unit Development, which will be an increase over the Base Density of the applicable zoning district. Amenities for a particular project may vary from those of another project because of project type and market for which the project is being built. Types of amenities may include, but are not limited to, substantial landscaping; public tennis courts; trails; equestrian facilities; recreation facilities, areas and parks; permanent open space; common useable agricultural or farming open spaces; or other similar features. The City shall consider the total project and the proposed amenities, and determine the amount of density bonus, if any, a project may receive. When figuring total project density, the number of lots will always be rounded down to the nearest lot.

A density bonus shall always be at the option of the Planning Commission. If the Commission determines that a density bonus is not appropriate in a certain area, the bonus will not be given. Additionally, the Commission may limit the number of additional lots allowed in a certain project. In no case shall an amenity density bonus result in an increase of more than thirty-five (35) percent above the Base Density.

The following list of amenities shall be considered by the Planning Commission for a density bonus in a Planned Unit Development. Each amenity contains a percentage bonus which a project may receive. If a project receives a density bonus, the Base Density will be multiplied by the percentage attached to the amenity to determine the additional units. In order to determine total project density, the Planning Commission shall add all additional units to the Base Density.

In order to qualify for a density bonus, the amenity shall add value to the project and result in a more desirable project for the community. Developers are expected to provide amenities beyond those found in typical subdivisions in order to receive a bonus.

A. Building and Project Design (0-5%)

The Planning Commission will consider and give comprehensive and critical attention to architectural design and style, including unit types, architectural theme, building materials and colors, fence and wall treatment, solar considerations, project entrances, orientation of buildings

to amenities within the development, neighborhood design elements and visual appearance of the development from outside the project.

B. Innovative Site Plan (0-5%)

The Planning Commission will consider an innovative site plan which is in harmony with the topography and other natural features of the site. An innovative site plan could also include a variety of lot sizes, setbacks, dwelling unit types, clustered development patterns, and natural resource protection.

C. Substantial Public Benefit (0-10%)

The Planning Commission will consider this amenity bonus if substantial public benefit through the provision of public facilities (such as park dedication, trail system, or other recreational facilities), that are both unusual in character and serve the needs of an area greater than the immediate development, is provided by the project. No density increase for substantial public benefit may be approved unless the public facilities provided are in excess of the typically required street improvements, sidewalks or trails, public recreational amenities, utilities and drainage facilities.

D. Provision, Protection and Maintenance of Open Space (0-10%)

The Planning Commission will consider the provision, protection and maintenance of permanent common open space or agricultural open space which is distinguishable from a standard subdivision by its quantity or quality. The open space should be readily accessible to the residents of the development, when appropriate. Consideration will be given for innovative clustering designs that maximize open space and preserve the scenic views and beauty of the community. Open space placed in conservation easements in perpetuity will be valued highly in the PUD process. In order to gain a larger density bonus, the developer must provide a plan for the ongoing maintenance of the open space by means of a homeowners association or other entity which does not encumber the City.

E. Interior Amenities and Landscaping (0-5%)

The Planning Commission will consider the provision of private

recreational facilities such as tennis courts, equestrian facilities, recreational centers, jogging paths, trails, water features, parks and similar facilities which are accessible to the residents of the development. Additionally, the Commission will consider overall streetscape, including street and sidewalk treatment, street trees, overall landscaping, signs, graphics, mail boxes, lighting, garage placement, car port screening, and dwelling entrances.

17.68.130 Relationship Of PUD To This Title And Other Development Ordinances Of West Bountiful City

This Chapter is intended to be supplementary to the other provisions of this Title. Unless specifically indicated in this Chapter, all requirements of this Title and any and all other development ordinances of West Bountiful City must be satisfied with the following exceptions:

- A. The sideyard setback requirements must be consistent with those of the underlying zoning district for all structures within the Planned Unit Development.
- B. The frontage and lot area requirements may be allowed to be modified for all lots, pads, or parcels within the Planned Unit Development except those located directly across a public street from a development that satisfies the frontage requirements of Title 17, Zoning.
- C. The density of the development shall be equal to the total project density in accordance with Sections 17.68.110 and 17.68.120, whether consistent with the other requirements of Title 17, Zoning, or not.

17.68.140 Phasing

All residential subdivisions with more than ten (10) lots, pads, parcels, or units shall include a phasing plan that specifies the timing of public improvements and residential construction. This plan must be submitted to the Planning Commission at or before the submission of the Preliminary Plan.

The phasing plan shall include the number of units or parcels to be developed in each phase; the approximate timing of each phase; the timing of construction of public improvements and subdivision amenities to serve each phase, whether onsite or offsite; and the relationship between the public improvements in the Planned Unit Development and contiguous land previously subdivided and yet to be subdivided. A developer may request a revision of the phasing plan, which may be necessary due to conditions such as changing market conditions, inclement weather or other factors.

17.68.150 Landscaping

Landscaping, fencing and screening regulated to the uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented to the Planning Commission for approval, together with other required plans for the development. A planting plan showing proposed tree and shrubbery plantings shall be prepared for the entire site to be developed. A grading and drainage plan shall also be submitted to the Planning Commission with the PUD application.

17.68.160 Guarantees And Covenants

Adequate guarantees shall be provided for permanent retention and maintenance of all open space areas created, before final plan approval can be granted.

- A. Open Space Guarantees: The city shall require the preservation, maintenance and ownership of all open space through one, or a combination of the following:
1. Dedication of the land as a public park or parkway system.
 2. Dedication of the land as permanent open space on the recorded plat.
 3. Granting the city a permanent open space easement on the private open spaces to guarantee that the open space remain perpetually in recreation or agricultural use, with ownership and maintenance being the responsibility of a residential corporation or association.
 4. Through compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Annotated, Title 57, as amended, which provides for the payment of common expenses for the upkeep of common areas and facilities.

In the event the common open space and other facilities are not maintained in a manner consistent with the approved final PUD plan, the city may at its option cause such maintenance to be performed and assess the costs to the affected property owners or responsible corporation or association.

- B. Performance Guarantee: In order to ensure that the Planned Unit Development will be constructed to completion in an acceptable manner, the applicant shall post performance guarantees as outlined in the subdivision ordinance. The letter of credit or escrow account shall include the completion of offsite improvements, including, among other things, landscaping, sprinkling or irrigation systems, drives, storm drains, street

surfacing, parking areas, sidewalks, curbs and gutters.

C. Covenants, Conditions and Restrictions:

1. The applicant for any Planned Unit Development shall, prior to the conveyance of any unit, submit to the Planning Commission a declaration of covenants, conditions and restrictions relating to the project, which shall become part of the final development plan and shall be recorded to run with the land. The declaration shall include management policies which shall set forth the quality of maintenance that will be performed, and shall specify the party responsible for such maintenance within the development. The declaration shall also contain, at a minimum, the following:
 - a. The establishment of a corporation or other association responsible for all maintenance, which shall levy the cost thereof as an assessment to each unit owner within the development.
 - b. The establishment of a management committee, with provisions setting forth the number of persons constituting the committee, the method of selection, and the powers and duties of the committee; and including the person or entity with property management expertise and experience who shall be designated to manage the maintenance of the common areas and facilities in an efficient and quality manner.
 - c. The method of calling a meeting of the members of the corporation or other association, with the members thereof that will constitute a quorum authorized to transact business.
 - d. The manner of collection from unit owners for their share of common expenses, and the method of assessment.
 - e. The establishment of an initial reserve fund for the corporation or other association, to adequately cover maintenance and operation expenses until such time as the corporation or association is fully operational and self-sustaining.
 - f. Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to rebuild, repair and restore or sell property in the event of damage or destruction of all or part of the project.
 - g. The method and procedure by which the declaration may be amended.
2. The declaration required herein, amendments, and any instrument affecting the property or any unit therein, are subject to approval by the City Attorney and the Planning Commission and must be recorded

with the County Recorder.

17.68.170 Considerations

In carrying out the intent of this Chapter, the Planning Commission shall consider the following principles:

- A. It is the intent of this Chapter that site and building plans for a PUD shall be prepared by a designer or team of designers having professional competence in urban planning as proposed in the application. The Commission shall be permitted to require the applicant to engage such professional expertise as a qualified designer or design team.
- B. It is not the intent of this Chapter that control of the design of a PUD by the Planning Commission is so rigidly exercised that individual initiative be stifled and substantial additional expense incurred; rather, it is the intent of this Chapter that the control exercised be the minimum necessary to achieve the purposes of this Chapter.
- C. The Planning Commission shall be authorized to recommend approval of, or deny, an application for PUD. The City Council shall be authorized to grant final approval or denial of an application for a PUD.

In the recommendation for approval or in the final approval, the Planning Commission and City Council shall be permitted to attach such conditions as they deem necessary to secure compliance with the purposes set forth in this Chapter. The denial of an application for a PUD by the Planning Commission may be appealed to the West Bountiful City Council in accordance with applicable law.

17.68.180 Approval

The Planning Commission shall have the authority to require that the following conditions for a Planned Unit Development (among others it deems appropriate) be met by the applicant:

- A. That construction starts within 1 year of either the approval of the project or of any necessary zoning district change, whichever occurs last; and that the construction, or approved stages thereof, be completed within 4 years after the date construction begins.
- B. That the development be planned as one complex land use rather than as an aggregation of individual and unrelated buildings and uses.

17.68.190 Limitations On Application

- A. Upon approval of a PUD, construction shall proceed only in accordance with

the plans and specifications approved by the City Council and in conformity with any conditions attached by the Council as to its approval.

- B. Amendment to approved plans and specifications for a PUD shall be obtained only by following the procedures here outlined for first approval.
- C. The code official shall not issue any permit for any proposed building, structure or use within the project unless such building, structure or use is in accordance with the approved development plan and with any conditions imposed in conjunction with its approval.

11/5/2015



Request for Planned Unit Development On 9.13 acres located on 690 West 1600 North.

In response to the input we received from the Planning Commission work session and neighborhood meeting held in September we hereby formally request the Planning Commission forward to the City Council a positive recommendation for the following PUD.



Ovation requests that the Planning Commission and the City Council use its legislative discretion to apply the PUD proposal in the context of this site. This site is not a 300 acre master plan where clustering, wetlands, the preservation of scenic views are the focus or reason a PUD is preferred over a straight R-1-10 zone. This is a 9.13 acres site more than twice the required 4 acres specified in the code for a PUD. It faces different constraints and requires different flexibility than a 300 acre master plan which fortunately is within the power of the City Councils to approve under the PUD ordinance. We ask in addition to consider this PUD request in the context of the active adult buyer who wants and needs a place in West Bountiful city where they don't have to climb stairs or maintain large yards.

Specifics of what we are requesting in the Planned Unit Development.

In response to the input we received from the Planning Commission work session held in September we hereby formally request the Planning Commission forward to the City Council a positive recommendation for the following PUD.

1. **Lot Count.** We are requesting 39 units with lots that range in size from 6923 to 9181 sqft. This is a 2 lot reduction from our previous meeting.
2. **Density.** This equates to 4.27 units per acre. The two lot reduction from the September meeting is attributable to the addition of a park in the center entry and an increase in the overall size of the lots.
3. **Parks** The PUD has 3 open space parks. Two on each side of the entry one in the middle of the community and one in the north west corner of the community where it is planned to have a storm water lift station. The specific design of these parks will be part of the PUD negotiation and will subsequently have a mutually agreed upon landscape design. The design of these parks will be specifically agreed to as part of the PUD process.
4. **House Height.** The homes in the PUD will be restricted to all ramblers with a maximum roof height of 19' to 25' depending up on the plan model home selected.
5. **Architectural Upgrades.**
 - a. **Garage door types.** Doors will have architectural features that vary throughout the community. These features include, windows, Decorative Hinges, Variations in colors and textures. They will also include a specific requirement whereby the garage doors must not be the same in the two houses next to each other in color nor can they have the same elements such as windows or trellises.
 - b. **Hard Surface Exterior Material Requirement.** Ovation will meet the 80 percent hard surface requirement required by the PUD code. This means brick, stone, Stucco and Cementous siding will be used and vinyl and aluminum siding will not be used.
 - c. **Extra Landscaping.** One street tree per lot 1.5" caliper, then Sod for front and back, then 3 large 3 gallon shrubs and 3 1 gallon shrubs all installed upfront with the construction of the house weather permitting.
6. **Fencing.** All fencing will be installed with the landscaping and have a common theme of Tan Vinyl. The return fencing will be placed at the back corner of the house to maximize the openness of the side yards.
7. **Home Placement.** Each home will be placed on the lot in context of the windows of the lot adjacent to it. This is commonly done through not pairing the driveways of each home in relationship to the home next to it. The only exceptions to this rule is houses on corners will have their driveways placed away from the corner.
8. **Home Owners Association.** A home owner association will be set up in accordance with the laws of the state of Utah.
 - a. Maintaining the 4 parks within the subdivision and all of the front and side landscaping within the subdivision in perpetuity.
 - b. Restrict side and front yard parking requirements
9. **Side Yard Setbacks.** 10 foot minimum with a combined 24 foot side yard requiring no ordinance change.
10. **Front and Rear setbacks.** Worst case lots would be 20' front from back of sidewalk with a 15' rear for a combined 35' setback. Best case would have a combined 55' front and rear setback. Ovation is willing to look at each lot on a case by case basis to come up with a solution with the aid of the planning commission and the city council that everyone can agree with.

11. **Storm System Improvements.** Ovation will size the storm system to accommodate as much as possible the area affected by flood waters to the west.

A brief note on the difference between a PUD and a regular R-1-10 Zone.

In our discussions with the residents in the area the question has often come up “*Why don’t you just do what the guys down the street did? Or why don’t you just do a traditional R-1-10 zone?*” The discussion below is our attempt to explain why we are asking for a PUD with the associated setback reductions and why some subdivisions in the area that are considered ideal will not work in this site. This discussion assumes in the event that a PUD request is denied, a builder would maximize the utility of the site and apply for a 31 lot site plan that conforms to the R-1-10 zone despite its less than ideal constraints.



Many residents may not realize the key difference between a PUD and a straight R-1-10 zone. A PUD is legislative and an R-1-10 is judicial. What this means is that the governing body of the city when reviewing an R-1-10 application is acting as a judge interpreting if the applicant is meeting all the requirements of the zoning ordinance. Experienced builders like Ovation homes treat the standard ordinance as a fallback position as they know it cannot be denied by a City Council if the applicant meets all the requirements of the zone. This is essentially what the page 2 paragraph 4 from the West Bountiful Planned Unit Development Code is saying.

A Planned Unit Development may be allowed at the discretion of the City Council following a recommendation of the Planning Commission in any agricultural or residential zone. An application for approval of a PUD is a request by the applicant for additional density and flexibility than that allowed by the underlying zoning. An applicant will not be denied the right to develop property in the traditional manner by satisfying all of the requirements of Title 16 and all other chapters of this Title. Denial of the PUD shall not result in a takings claim against the City because no applicant shall be denied the right to develop property by satisfying all the requirements of Title 16 and all other chapters of this title. The City Council need not provide detailed finding or reasons for denial of a PUD since its decision is legislative.

Unlike the Judicial process of a strait R-1-10 whereby if the applicant meets all the requirements of the zone the application must be approved, the City Council is free to make its determination of the elements requested in a PUD as these decisions are legislative in nature. This freedom is contained in all matters relating to the project. It is this legislative discretion that allows the City Council the Flexibility to weigh the proposed aspects of the project against the guidelines of the PUD ordinance and their own personal preference. For example, the City Council person may or may not stringently follow all the guide lines of the PUD ordinance. Members of the Council may deem in their legislative discretion that some aspects of the PUD ordinance do not apply and some aspects do apply to the subject property. They may choose to vote for or against the project based on their personal considerations that do not fall within the PUD code at all. The beauty of the PUD ordinance is the that the City Council does not have to act in a judicial capacity, and look for exact compliance with the PUD code. The PUD ordinance is deliberately written for flexibility. Exact compliance would be tough if not impossible to accomplish when you consider that the PUD ordinance is designed to accommodate a project as large as a 300 acre master plan or as small as a 4 acre project. The Council may take a dicressionary or flexible approach according to what they think is best for the city. Then as the

ordinance quoted above states The City Council need ***not provide detailed finding or reasons for denial of a PUD since its decision is legislative.*** Conversely the City Council need not provide detailed findings or reason for approval or Justification of a PUD since its decision is legislative.

The Bigger Question of Precedent

Ovation Homes is merely attempting to convey in this document why a PUD designed for West Bountiful aging population is better than the fall back of the R-1-10 zone that is most common in the city. The much tougher questions of precedent we leave to the representatives of the City Council to grapple with in future meetings as the city grows and ages. The question of: ***If we grant Ovation homes reduced setbacks will we have to grant everyone in the city reduced setbacks?*** Legally the answer is no. legislative decisions are just that legislative and can be different according to different parts of the city being considered and different applications from different applicants. Ovation does not pretend to fully answer the larger debates that will inevitably take place in the future years of the city.

The debate over restricting lots to a certain size is often at odds with the debate that too big of lots will result in a slew of future flag lot applications. The debate to grant or not grant a single resident a setback reduction so they can expand and renew their home to add a main floor master is often at conflict with the cities desire to preserve the lower density character of a certain area of the city. Every situation is different and the City council has the power to approve that which they feel makes sense and deny that which they feel does not make sense.

We understand that the desire to keep things the same is often at odds with the another desire all cities have to keep the existing housing stock vital and renewed. For example, Provo city recently granted unlimited density in a large area within the core of the city. After years of efforts by Provo city to preserve the existing character of this older portion of the city they deemed that the decay of the older homes was so great that it would take a dramatic rezone to an unlimited density to bring the necessary capital to revitalize this old area.

Holliday city has not let the decay get to the level Provo city has. Holliday is experiencing a renewing process whereby its large lots neighborhoods built in the 40's and 50's are being replaced by small lot infill homes.



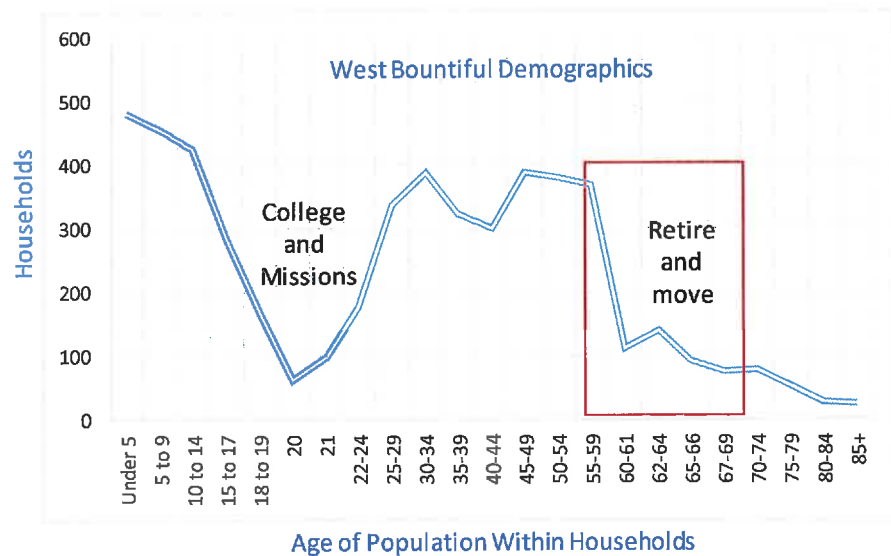
Ovation cannot answer these bigger policy questions. Will older residents be enticed to stay if they can modify their homes to add main floor masters? If they do add main floor masters will it require setback reductions? These setback reductions may be desired if it means a renewal of the home or it may not be preferred.

In our case we believe that a more flexible treatment of setbacks will attract new subdivisions like we are proposing for retires and a less flexible policy will push them away.

Census data supports the need for more housing stock that meets the retirees needs.

The graph to the right shows the number of households on the Y axis and the age of those households on the X axis.


The red box shown on the chart shows the decline in the number of residents living in the city beginning at the age 55 + This decline in the number of residents living in the city is partially attributable to the shortage of housing that meets the needs of residents in this age category.



Female Population.	2,624	Male Population	2,641	5,265
Under 5 years:	247	Under 5 years:	235	482
5 to 9 years:	227	5 to 9 years:	228	455
10 to 14 years:	196	10 to 14 years:	228	424
15 to 17 years:	138	15 to 17 years:	147	285
18 and 19 years:	84	18 and 19 years:	83	167
20 years:	30	20 years:	33	63
21 years:	47	21 years:	54	101
22 to 24 years:	82	22 to 24 years:	97	179
25 to 29 years:	169	25 to 29 years:	169	338
30 to 34 years:	190	30 to 34 years:	199	389
35 to 39 years:	168	35 to 39 years:	157	325
40 to 44 years:	162	40 to 44 years:	139	301
45 to 49 years:	198	45 to 49 years:	191	389
50 to 54 years:	203	50 to 54 years:	176	379
55 to 59 years:	184	55 to 59 years:	185	369
60 and 61 years:	50	60 and 61 years:	63	113
62 to 64 years:	70	62 to 64 years:	71	141
65 and 66 years:	46	65 and 66 years:	47	93
67 to 69 years:	32	67 to 69 years:	46	78
70 to 74 years:	40	70 to 74 years:	41	81
75 to 79 years:	26	75 to 79 years:	30	56
80 to 84 years:	18	80 to 84 years:	12	30
85 years and over:	17	85 years and over:	10	27

<https://suburbanstats.org/population/utah/how-many-people-live-in-west-bountiful>

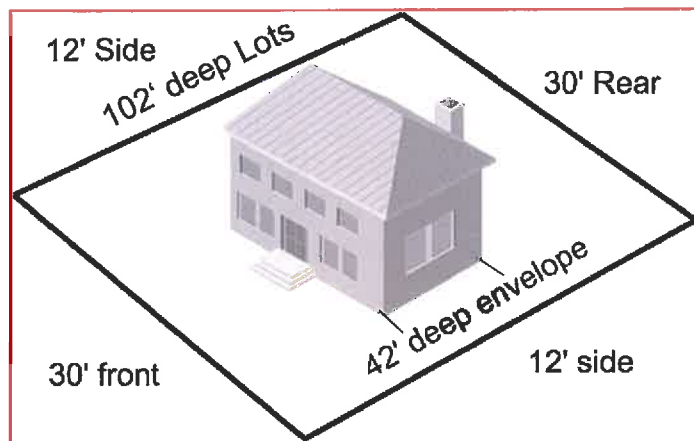
Weighing the options of Ovations PUD vs R-1-10

	R-1-10	Proposed PUD by Ovation Homes
Lot Size	10,000 = 31 lots	lots that range in size from 6923 to 9181 sqft
Minimum Lot Width at Front Setback Line	85 Feet	63 feet is the smallest with four parks
Min Front and rear yard setback	30 Feet	Worst case lots would be 20' front from back of sidewalk with a 15' rear for a combined 35' setback. Best case would have a combined 55' front and rear setback
Side Yard Setback	10 Foot Minimum combined total 24 Feet.	10 Foot Minimum combined total 24 Feet.
Height Restrictions	35' maximum	19' to 25'
Maximum Density	4.3 units per acre	4 27 Units Per Acre
Architectural Requirements	R-1-10 Zone does not specify architectural requirements.	The PUD allows the city and developer to agree on large variety of architectural requirements in exchange for the density and setback reductions proposed.
Garage Door Variety	R-1-10 Zone does not specify architectural requirements.	Garage doors will be required to have a feature such as a window or trellis or have a specialty color. Houses will be required to vary their garage elements so as to avoid redundancy and enhance the look of the community.
Parks and Open space	None in R-1-10	Parks and opens space are part of the PUD request 3 parks are provided.
RV and Boat Parking	Allowed	Not Allowed under CC&R's
Street Tree Planting Plan	Not Required	Required
Storm System Improvements	Only that which is required to protect our own lots	System will be upsized to service neighbors to the west.

The R 1 -10 setback requirements results in a building envelope that is very wide and not very deep. This type of building envelope works for Two story plans and not ramblers.

This lack of depth in the building envelope makes the option of the R-1-10 less than Ideal because it will inevitably force the homes to be two story homes instead of ramblers.

Site Dimensional constraints under R 1-10 zone force the builder into lots that are 96' wide but only 102' at its shallowest and 108' deep at its deepest. This is due to the project site being long and narrow. On 1600 north the bottom width of the subdivision rectangle is 254' feet wide. On the North the top portion of the rectangle is 266 feet wide. When you subtract 50 feet, the width of a public road you are left with 102 feet deep lots that grow to average 108' as you move north.



When you subtract R-1-10 side yard setback of 24' minimum from the 96' width you are left with a very workable 72' in width. However, when you take the front 30' and rear 30' setbacks you are left with a 42' deep building envelope which becomes the problem. This depth generally only works for smaller two story plans not for ramblers who require a bigger foot print.

The choice
Ramblers VS Two Story Plans?
Active adults VS Traditional Residents?



In contrast the PUD proposed by Ovation Homes calls for an all rambler community through a reduction of the front rear and side yard setbacks



This is an example of a two story neighborhood in Bluffdale that we are trying to avoid. These houses are actually on average 5' too deep to fit on the Pony Haven property lots under a straight R-1-10 zone.

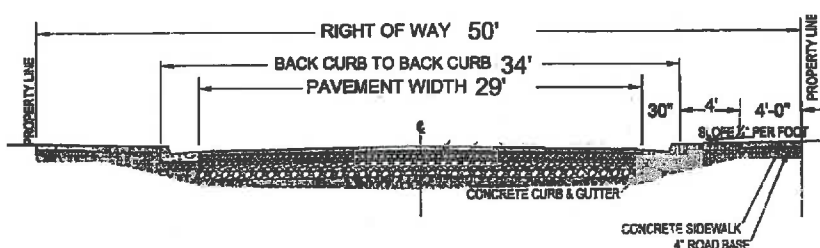
There are many great looking subdivisions within the city of West Bountiful. A more careful examination of these communities via aerial technology reveals that the 42' deep depth of the building envelope would not fit many of the rambler style houses seen in other subdivisions. By studying the dimensions of a potential R-1-10 subdivision nearby it is clear that the proposed subdivisions is wider and shallower than many of the other subdivisions within West Bountiful. It is very difficult for most traditional builder's single story product to fit on lots like these. For example, Ivory homes catalog has the largest of the plan offerings in the Wasatch front. Under the 42' deep scenario only 6 of the 42 plans investigated fit. These are 6 of their smallest two story plans. None of their ramblers fit this dimension. Richmond American and Fieldstone Homes plans were also investigated and it was found that none of their plans both two story and ramblers fit a building envelope that is only 42' deep.



The PUD proposed by Ovation Homes calls for very specifically defined rambler plans that are designed for active adult residents. Depending upon what plan is selected by the residents the height of the plan will be between 19' to 25' at the peak of the roof. The homes to the west average 28' to 35' in height with the main hip of the roof running long ways from north to south. The homes to the east average 30 to 35'.

A deeper look at Ovations proposed setbacks in the PUD.

Front Yard Setback. It is important to consider the width of the road section when considering the front setbacks. The sidewalk is 4' wide and the planter strip is 4' wide making the house 28' from back of curb if the front setback from sidewalk is set at 20'. It is assumed that all homes built will be brought forward to the 28' from back of curb or 20' from back of sidewalk line.



Rear Yard Setback. The rear setback is proposed to be at a minimum of 15'. But will get bigger as the lots get bigger as you move north with the lots. This minimum setback is only needed for a few of the plans proposed by Ovation homes. Ovation Homes plans vary in depth providing additional setback depth when selected. Additionally, the project lots get deeper the further north the lot is. Because of these two factors the average depth of the rear setback is a very reasonable 23'. Ovation is willing to get very specific with the plans it proposes on the lots that are the shallowest so as to maximize the setbacks in the community as much as possible.

Side Yard Setbacks When you consider the side yard setbacks you have to remember that the combined 24' setback where one side is 10' and the other side is 14' are only when a larger plan is selected with a three car garage. When you consider that the 3 car option is only selected 50% of the time by our residents and that many of the plans vary in width. This means that the distance between lot could be much greater than 24' because some buyers may not select a third car garage.

RV and Boat Parking is restricted on the side yard.

The Truck, RV and Boat Parking shown to the left will not be allowed via the stipulations of the development agreement that accompanies the plat as well as the CC&R's that govern the community. The variance of two car and three car garages and the variance in the width of many of the plans combined with the no side yard parking restriction make for a much wider looking and more aesthetically pleasing side yard than a traditional neighborhood.

Traditional Neighborhood



Ovation Example



Answers to Specific Code Points brought up in the PUD ordinance.

17.68.090 Design *The Planning Commission shall require such arrangements of structures and open spaces within the site development plan as necessary to ensure that adjacent properties will not be adversely affected.*

A. Density. *Density of land use shall in no case be more than 35% higher than allowed in the zoning district.*

Under the R-1-10 zone the 9.13 acre site yields 31 lots 10,000 square foot in size. A 35 percent increase from this number would yield 41.85. Ovation is asking for only 39 units.

B. Arrangement where feasible, the least height and density of buildings and uses shall be arranged around the boundaries of the development.

Ovation is proposing an all rambler community where the average heights of the buildings are much lower than a two story structure built in the straight R-1-10 zone. Ovation building heights vary from 19' to 25' tall at the top peak of the gable. In homes are oriented so that the long side of the roof peaks run east to west which provides a much smaller view obstruction that would we expected with traditional product running north to south.

C. Specific Regulations. *Lot area, Width, yard, height, density and coverage regulations shall be determined by approval of the site development plan.*

- Lot range in size from 6923 to 9181 sqft.
- The lots are 70' wide and 65' wide. The shallowest lots go from 102' in depth to 118.8'
- The Density of 39 units is 4.27
- Plan heights vary from 19' to 25' tall depending upon the plan type.

17.68.100 Minimum Standards

A. General Regulations. *A minimum of 7 acres of land in the A-1 zone, and **four 4 acres** in R-1-22 and R-1-10 zone is required for a proposal to be developed as a PUD.*

The Pony Haven site meets the acreage requirement for a PUD. The site is 9.13 acres more than twice that required by the PUD code.

B. Open Spaces. *Preservation, maintenance and ownership of required open spaces within the development shall be accomplished by either:*

1. *Dedication of land as a public park or parkway system; or*
2. *Creation of a permanent, open space easement on and over private open spaces to guarantee that the open space remain perpetually as open space or as an agricultural or recreational use, as the case may be, with ownership and maintenance being the responsibility of a corporation or other association established with articles of association and bylaws or similar rules, which are satisfactory to the Planning Commission.*

Ovation is willing to dedicate the parks as permanent open space and insure their long term care and maintenance through and HOA.

- C. Parking – Garages and Parking Lots.** *Each dwelling unit in a Planned Unit Development shall include at least two (2) car garage constructed in accordance with West Bountiful City building standards. In addition, every PUD shall provide for adequate off street parking of vehicles, including recreational vehicle parking.*

On average we have over 50% of our homes are selected with a 3 car garage. All our plans are either 3 car or 2 car garages.

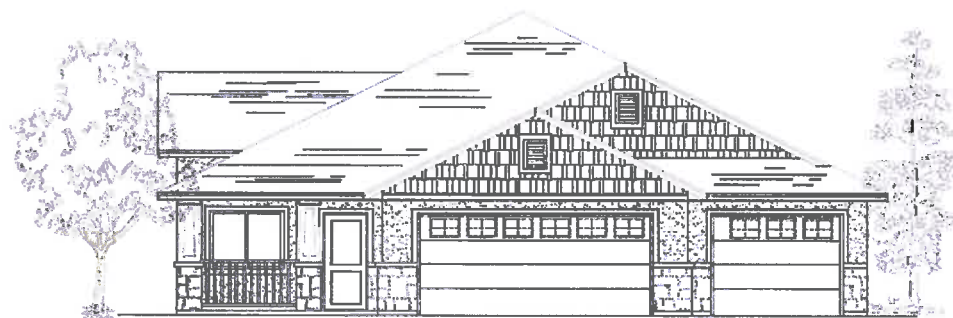
- D. Attractive Elevations Variety and Architecture.** *Structures in the Planned Unit Development must include, at a minimum, the following design elements.*

- 1. A variety of elevations, roof types (e.g., mansard, hip, gabled, traditional), colors, materials, and other architectural features must be incorporated into the housing units so as to eliminate or greatly reduce the impression of tract housing.*

Ovation homes goes to the extra expense deliberately designing home plans with a variety of roof styles. Except for Mansard which is the roof style of a barn and is vary rarely used for homes. Ovation uses hips and gabels to reduce the overall massing of the roof while at the same time adding variety and flavor to the home. In the examples below there is not one massive front gable over the entire home but rather the use of smaller gables combined with hip roofs make for a more decorative and smaller over all mass.



The Evergreen Model



The Kingston Plan



Havenwood Plan



Hamilton Plan

2. *Garage doors must not be the most prominent feature of the structure. Side entry garages that do not face Public streets, garage doors that are recessed from the front of the structure, or other creative solutions are highly encouraged.*

In 20 years of working with city governments on subdivisions we have learned two very important lessons. The first is that we cannot change the width of roundabouts that a city has. Most roundabouts have a diameter of 100' or 85' of asphalt in most cities. This dimension has become a sacred feature of subdivision design. As a developer we have learned to just accept these large circles as a necessary part of our society. Developers see them as highly space consuming but cities and the residents that drive on them find them convenient. They allow residents both old and young room to turn without great difficulty and provide a factor of safety for fire departments.

The second lesson we have learned is that a turned garage does not work on any lot smaller than a ½ acre. Ironically the reasons they do not work are the same reasons roundabouts do work. Roundabouts have room to turn and side yard garages on lots smaller than ½ acre do not have room to turn. Code requires 25' from the side property line to the front of the garage door in order to have a turned garage. Under the requirement of a turned garage the side yard setbacks for these lots would be 25' + 10' making a combined 35' of side yard setback. Such a huge side yard dimension entirely destroys the reason we are requesting a PUD.



The key feature that a ½ acre lots has that a ¼ acre lots do not have is width and depth. In the example below. In the first example the garage is moved in front and over the main house to provide the necessary turning radius to get into the garage. In the second example the lot is much smaller and there is not

sufficient depth to allow the garage to come to the front and move over. The only way to make the turned garage in this instance work is to sacrifice main floor living space which is so vitally needed for the senior resident we are targeting. Therefore, a turned garage scenario is a two story scenario. This example to the left is a two car garage turned away from the street. This house sits on a ½ acre lot which has the building envelope depth and width to move the garage forward and over towards the front door. By doing this the house meets the 25' code requirement from the sideyard yard property line to the face of this garage door. This 25' however, is not sufficient for the owner to make the turn into



the two car garage with his truck. In an effort to make turning into the two car garage easier the owner plans to concrete over the grass between the property line and his driveway. This is the exposed dirt that he currently runs over as he tries to get in and out of his driveway. He worries about running over the light pole and the mail box when he adds even more concrete. His wife insists on using the one car garage bay as she hates turning and likes to drive straight in and straight out of the one car garage that faces the street. The boat is rarely parked in back of the yard but put either directly adjacent to the property line on the driveway which is aesthetically ugly and annoys his neighbor because it makes them feel encroached upon. Generally, the boat is left parked out front which is against the city ordinance and compromises the entire reason for the turned two car garage which was to not have a garage door centric view from the street. Instead the neighbors cannot see the house due to the boat being parked in front of it.

The aerial image to the left shows this same ½ lot in yellow outline. The blue line shows what our lots would look like. Please remember that this house is designed for a large family and our houses and lots are designed for retirees.

As we all age, our driving skills begin to decline. Navigating tight turns become more difficult. The active adult community we propose in this application write up request garages where the residents are able to drive straight in and straight out as this is easier.

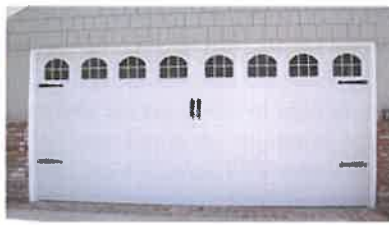
Ways of Mitigating Garage Centric neighborhoods in an Automobile centric society.

With some intelligent use of color, windows, and trellises we can significantly reduce the feel of track housing and enhance the overall beauty of the neighborhood. Here are some examples on how we can go about that. The following requirements can help make a better looking over all community.

- No home garage elements can be the same as each home on each side of it or directly across the street.
- Each houses garage door must have a feature. These features include, a window configuration, a specialty paint or stain color. A trellis over the door



Window Example



Window Example



Specialty Stain Example



Specialty Paint Example



Trellis example



Specialty paint and window example.

3. *Dwellings with the same or similar elevations (façade, exterior design, or appearance) must not be placed adjacent to each other or across the street from dwellings with the same or similar elevations except when the Planning Commission for good cause approves limited variation in the Planned Unit Development.*

Similar to the garage door requirements Ovation proposes the following requirements. To promote variety in the community.

The same plan may be built next to another plan but the exterior materials used must be different as well as the garage element design and color. For example, if one house has a tan stucco as its base with brick and it is proposed that the house next to be the same plan it must employ a different primary material color of stucco or use Hardy Cementous Siding, In addition, It must have a different garage door elements such as the color and the house must use stone in lieu of the brick that was employed next door.

- E. ***Upgraded Materials*** *The materials used to construct the structures in a Planned Unit Development will represent an upgrade from typical construction practices. At a minimum all residential structures within a Planned Unit Development will include at least eighty (80) percent hard surface exterior materials defined as brick stucco, stone, stacked stone, simulated wood concrete siding, or similar materials. The applicant must present samples of proposed materials to the Planning commission for review in connection with approval of the PUD.*

Ovation agrees with this requirement and will not use aluminum or vinyl siding on any of its homes. This combined with the variety of exterior rules proposed above will result in an upgraded look and feel for the community.

F. *Vehicular and Pedestrian Access.*

A traffic study will be completed. No traffic related problems are expected, as the community has four accesses leading to significantly different collectors.

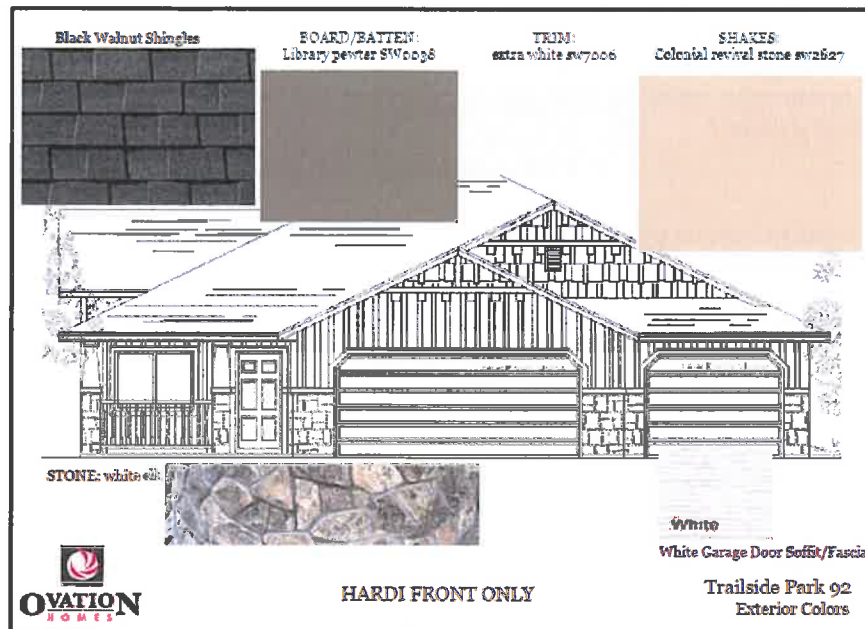
G. *Connection with Trails*

Pony Haven will have full sidewalks on both sides of the street and on 1600 north. There is no trails available to connect Pony Haven to.

H. *Signage*

Signage will be upgraded to permanent stone or block as desired by the city.

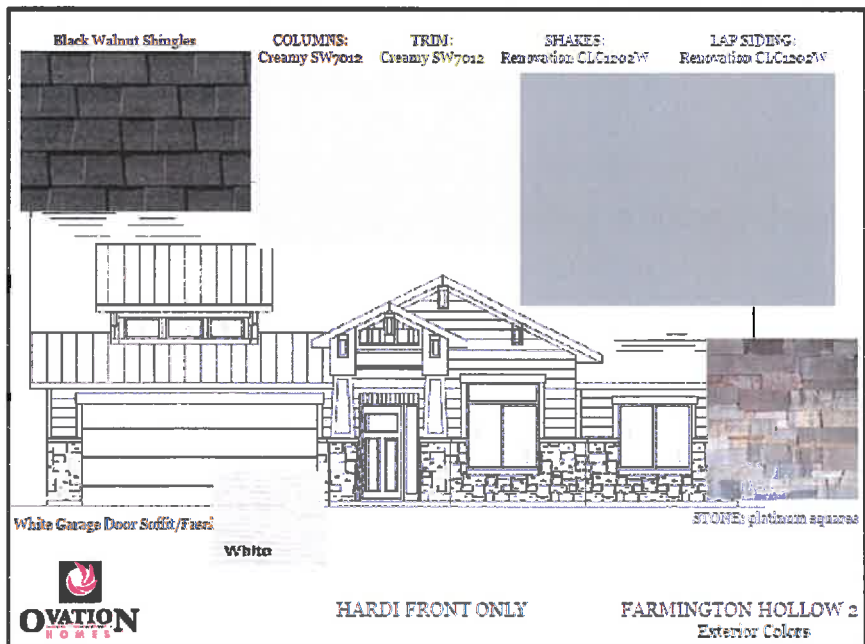
Process for Insuring Exterior Material Variety Requirements



With each building permit application Ovation will provide an exterior material sheet like the two shown here.

With these sheets the building official at the City can quickly compare the proposed plan against the lots directly adjacent to it to insure that the garage doors and exterior materials vary according to the requirements described above

This type of system is commonly used by cities to insure variation of material colors and the materials themselves as required in a PUD prior to the issuance of the building permit.



Density Bonus Considerations From The PUD Code.

17.68.120 A Building and Project Design 5%

The planning Commission will consider and give comprehensive and critical attention to architectural design and style, including unit types, architectural theme, building materials and colors, fence and wall treatment, solar considerations, project entrances, orientation of buildings to amenities within the development, neighborhood design elements and visual appearance of the development from outside the project.

Architectural Design and Style.

The major design element of all of Ovation homes plans are that of Ramblers designed in their entirety for retirees. Many of these plans come with front porches and back or side yard patio's.



Unit Types

The unit type is that of single family detached ramblers without basements. No attached product is proposed with this PUD.

Building materials are low maintenance and chosen in our design center by the customer.

Ovations customers are very particular about the type of materials they are willing to accept on the exteriors of their homes. Ovations customers tend to avoid building materials that will require extra effort to maintain like exposed wood beams or trims that require frequent painting. Stucco is highly desired as it requires the least amount of maintenance. Ovation customers have the opportunity to make their exterior color and material selections in the design center. This insures a broad selection of materials as our sales agents and designers deliberately guide the owners away from color and material schemes that are similar to nearby homes.



Fence and wall treatment



Fences are chosen by the developer and are installed throughout the community generally around the time that landscaping is installed. Placement of these fences are placed at the back of the lot so as to promote the openness of the community. Retaining walls in this community are expected to be very minimal do to the flat terrain. Unlike many builders, the installation of fencing is not left to the home owner but is installed by the developer.

Solar Considerations

No Solar panels are to be placed on any of the homes within the community as governed by the developer and the CC&R's restricting the community in perpetuity.

Project Entrances

Ovation is going above and beyond a normal project entrances. On 1600 north there will be two parks off the street leading into the community. Signage will be provided along with upgraded landscaping,

benches and rockery that is designed for the purpose of picture taking and quiet enjoyment of the area. The third park will be placed in the back of the community and will have dual use as a detention basin and a pump house. There will be landscaping around the perimeter of the detention basin.



Orientation of building amenities to development. The park amenities will be at the front middle and back of the community.

Neighborhood design elements and visual design elements from outside the project. The four parks will provide and upgraded feel to those looking in from outside of the community.

For these reasons described here and throughout the document we feel a full 5% is appropriate for building and project design.

A. Innovative Site Plan 5%

The planning commission will consider an innovative site plan which is in harmony with the topography and other natural features of the site. An innovative site plan could also include a variety of lot sizes, setbacks, dwelling unit types, clustered development patterns, and natural resource protection.

17.68.120 B

The proposed project with its 3 parks is as geometrically as innovative as the site shape and topography will allow. The lot sizes do vary to allow for more variety of Ovation Homes plans.

Please remember that if this were a 300 acre master plan making application under the PUD ordinance. The developer would propose several different product types that would meet the needs of the different consumers in the market. If this were a 300 acre PUD application it would be considered wanting if it did not include a segment of land to be dedicated towards senior housing. In like manner, if you consider the 300 acres that surround the Pony Haven Property it should be appropriate and completely within the discretion of the City Council to approve a project to meet the needs of seniors.

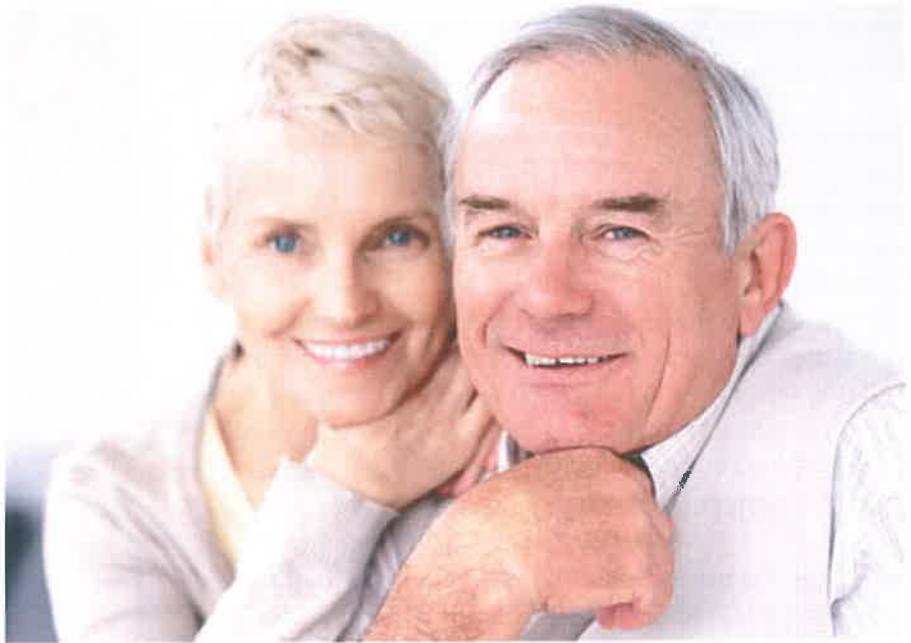


In 5 years this project will be built either as a PUD designed for active adult residents that do not currently have housing provided for them in the city or it will be built as and R-1-10 subdivision that will be the same as every other R-1-10 subdivision in West Bountiful. If built as a R-1-10 subdivision residents walking by in 5 years will not say anything because the subdivision will not be different than the subdivisions around it that were also R-1-10 subdivisions. If however, the proposed PUD is selected the residents walking by in 5 years will definitely notice a difference. It is Ovation's Belief that the city will be able to confidently say to those questioning in the future "that this community was an Innovation by the city and the developer to provide housing for its senior residents through the PUD ordinance. For this reason, the full percentage points ought to be awarded.

B. Substantial Public benefit 10%

The Planning Commission will consider this amenity bonus if substantial public benefit through the provision of public facilities. (such as park dedication, trail system, or other recreational facilities), that are both unusual in character and serve the needs of an area greater than the immediate development, is provided by the project. No density increase for substantial public benefit may be approved unless the public facilities provided are in excess of the typically required street improvements, sidewalks or trails, public recreational amenities, utilities and drainage facilities. 17.68.120 C

If there is any prior areas under the PUD code where it is not felt that Ovation Homes does not deserve the full density bonus they are asking for this area is where Ovation makes up for it and then some. Please remember that a PUD is legislative which means it is at the discretion of the Commissioners to move percentage points around from one area to another to justify a decision in their minds to do what they feel is in the best interest of the city.



In terms of physical benefits to the city, it is envisioned that the parks that are placed at the entries will be available for the enjoyment of the Pony Haven residents as well as other residents within the city to enjoy. These items are what is traditionally thought of as meeting a substantial public benefit. They are sufficient for Ovation to get the full percentage points toward the density requested in the PUD.

It is understandable, for a city to want to maintain a certain way of life through certain types of neighborhoods with housing that meets traditional zoning parameters. The bigger and broader question this document hopes will be asked is... **Does tradition and heritage come from bricks and mortar alone? Does tradition and heritage also come from the aging residents who want to stay residents in the city?** The demographic chart on page 6 seems to indicate that the city is losing its seniors. No matter how much we try to deny it, all of us get old and the stairs get difficult and the lawn is too large to mow. The “Substantial Public Benefit” of this project is that it enables these seniors to stay with us longer. This is where the extra credit comes from. This is where Ovation should get more than 10%

C. Provision, Protection and Maintenance of Open Space 10%

The planning commission will consider the provision, protection and maintenance of permanent common open space or agricultural open space which is distinguishable from a standard subdivision by its quality. The open space should be readily accessible to the residents of the development, when appropriate. Consideration will be given for innovative clustering designs that maximize open space and preserve the scenic views and beauty of the community. Open space placed in conservation easements in perpetuity will be valued highly in the PUD process. In order to gain a larger density bonus, the developer must provide a plan for the ongoing maintenance of the open space by means of a homeowner's association or other entity which does not encumber the City. 17.68.120 D

Ovation homes utilizes a Home Owners Association to maintain the common areas in the project. They also utilize the HOA to maintain the yards of the residents in the HOA. Within the HOA there will be an Architectural Control Committee that will enforce the provisions of the Architectural standards of the community. We expect that these Architectural standards will be developed with the Planning Commission and City Council of West Bountiful in conjunction with the PUD approval.

Ovation takes the longevity of its HOA's seriously. For example, Ovation has kept the streets public so as to avoid putting the burden of street replacement and maintenance on the HOA. In addition, Ovation has not put the burden of a club house on the residents within the community. We feel the best use of the residents monthly HOA dues is in maintaining their yards and landscaping as well as maintaining the parks they use. This includes snow removal in the winter and maintenance and renewal of the landscaping in the summer. Things that the residents highly value.



D. Interior Amenities and Landscaping 5%

The planning Commission will consider the provision of private recreational facilities such as tennis courts, equestrian facilities, recreational centers, jogging paths, trails, water features, parks and similar facilities which are accessible to the residents of the development. Additionally, the Commission will consider overall streetscape, including street and sidewalk treatment, street trees, overall landscaping, signs, graphics, mail boxes, lighting, garage placement, car port screening, and dwelling entrances.

17.68.120 E

- **Extra Landscaping.** One street tree per lot 1.5" caliper, then Sod for front and back, then 3 large 3 gallon shrubs and 3 1 gallon shrubs all installed upfront with the construction of the house weather permitting.
- **Park Landscaping.** A detailed Landscape plan of the 3 parks will be created and approved by the Developer and approved by the city council.



Conclusion

Ovation Homes humbly requests that the Planning Commission forward to the City Council this PUD request with a positive recommendation. The PUD is a great vehicle for this type of application because it affords the City Council the flexibility and discretion to make an application like this work. Ultimately this application comes down to the legislative will of the City Council to allow a community designed specifically for active adults. The PUD application comes with many benefits we have described above that do not come with a straight R-1-10 application. We feel these benefits are commensurate to the request for increased density. We further feel that there is a real demand and need for this housing type in West Bountiful. Through this product the longtime residents of West Bountiful do not need to move to other cities to find housing without the burden of stairs and yard maintenance.

We strongly believe that in 5 years' residents will walk by this project and see what Ovation homes has built and remark how great the project looks. We believe that existing residents that do not live in this neighborhood will be happy to have this project in the city because it is well maintained, because it provides a place for the seniors they love to live in, and because it is a grand example of how a city and a developer can work together to come up with an innovative project that meets the needs of its residents.



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'	26.53'	26.51'	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.

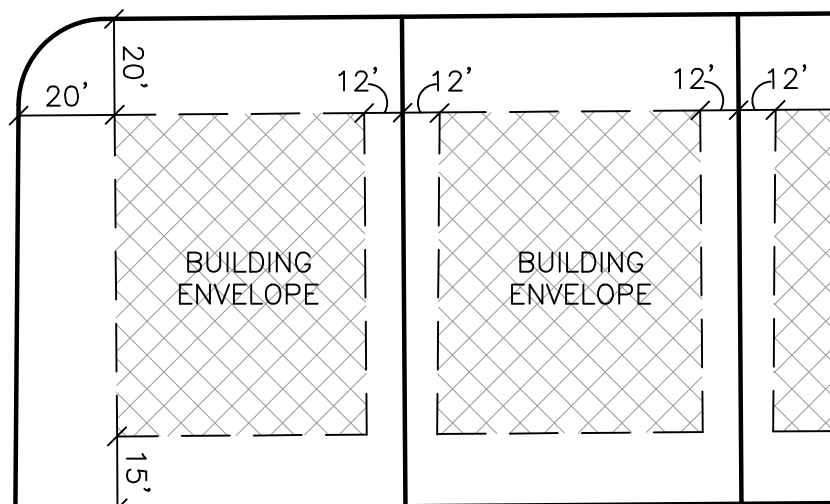
CONTAINING 407362 SQUARE FEET OR 9.352 ACRES

NOTE:

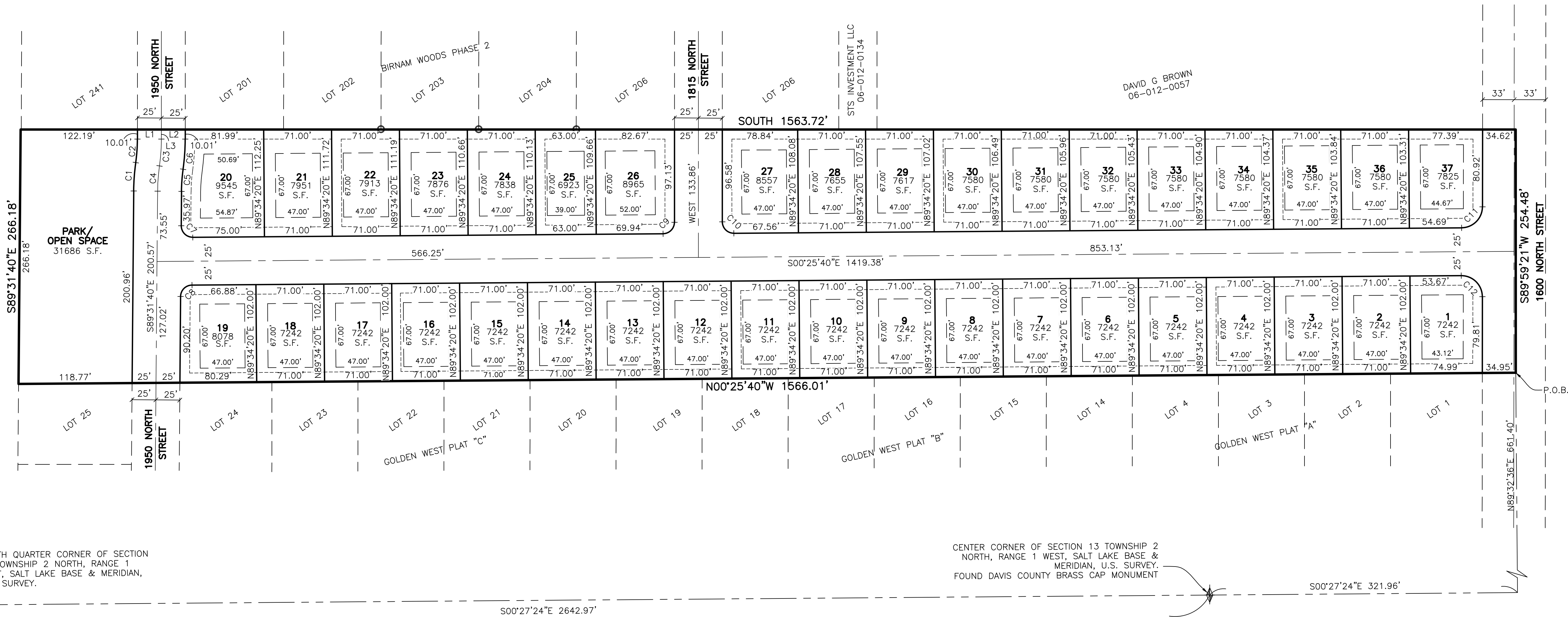
- EXISTING BUILDINGS WILL BE REMOVED
- PROPERTY IS NOT IN A FEMA FLOOD ZONE

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



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

Developer:

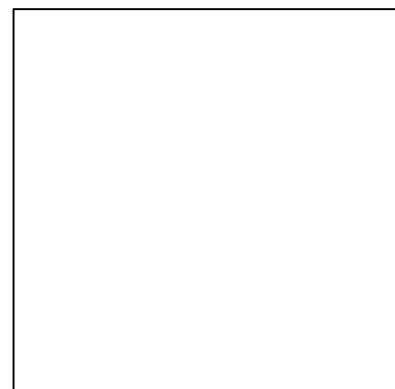
Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898



REVISIONS	DESCRIPTION
DATE	

Nupetco Property
PART OF THE NE 1/4 OF SECTION 13, T.2N., R.1W., S.11B. & M., U.S. SURVEY
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Preliminary Plan



Project Info.	
Engineer:	N. Reeve
Designer:	C. Cave
Begin Date:	September 14, 2015
Name:	NUPETCO PROPERTY
Number:	5061-B50

Sheet	2
1	Sheets

Revised: Nov. 12, 2015

The Cottages at Havenwood

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

West Bountiful City, Davis County, Utah

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

PUBLIC HEARING NOTICE

A public hearing will be held by the West Bountiful City Council on Tuesday, December 15, 2015 at 7:35 p.m. at the City offices, at 550 N 800 West.

The purpose of the hearing is to receive public comment regarding a request to vacate a side yard easement along the south border of the property located at 331 N 750 West, West Bountiful, Utah.

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

Cathy Brightwell
City Recorder



MEMORANDUM

TO: Mayor and City Council

DATE: December 10, 2015

FROM: Ben White

RE: **Vacate Easement at 331 N 750 West**

The owner of the property, Mark Peterson, wishes to construct an accessory structure in the south portion of his rear yard. A stipulation of a building permit is that there are no utility easement conflicts with the proposed building. There are utilities in the north side yard but not in the south and west easements which are the subject of this request. Mr. Peterson has obtained easement releases from the six major utilities (Sewer District, Weber Basin, Questar, Rocky Mountain Power, CenturyLink and Comcast).

A Public Hearing is required prior to the City Council acting on items such as this.

Surface storm water drainage was specifically addressed as part of the subdivision to prevent drainage from this property on to the western properties. Staff believes this can still be achieved without requiring the full ten foot easement. Staff does not foresee any negative impacts to the City with reducing the ten foot wide south side yard easement to three feet and reducing the ten foot rear yard easement to six feet. Maintaining the reduced easements would provide a measure of protection in the future should a storm water dispute arise more than simply vacating the entire easement.

It is staff's recommendation that Resolution 375-15 be approved which would vacate the easements at 331 N 750 West as described above.

WEST BOUNTIFUL CITY

RESOLUTION #375-15

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF A PORTION OF THE SOUTH AND WEST PUBLIC UTILITY EASEMENTS LOCATED AT 331 NORTH 750 WEST

WHEREAS, West Bountiful City has been petitioned by the owner of the above mentioned property to vacate a portion of the south and west public utility easement for the purpose of building an accessory structure in the south portion of his rear yard; and

WHEREAS, a public notice was published on December 4, 2015 in the Salt Lake Tribune and Deseret News and posted on the Utah Public Notice website; and

WHEREAS, a public hearing was held on December 15, 2015 to receive public comment concerning the vacation of a portion of the easement.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City as follows:

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT for the property located at 331 North 750 West as requested above.

EFFECTIVE DATE. This resolution shall take effect immediately upon receipt of releases from the public utility agencies.

Passed and approved by the City Council of West Bountiful City this 15th day of December, 2015.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

When Recorded Return to:
West Bountiful City
550 North 800 West
West Bountiful, UT 84087

RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT

331 North 750 West

Tax ID: 06-320-0004

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT ("**Agreement**") is entered into effective _____, 2015 (the "**Effective Date**"), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the "**City**"), and MARK M. AND DAWN S. PETERSON (collectively, "**Owner**").

Owner owns certain real property located at 331 North 550 West, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the "**Property**"). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the "**Easement**"). At Owner's request, the City has adopted Resolution No. 375-15, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner's agreement to indemnify the City in accordance with the terms of this Agreement.

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

1. RELEASE OF EASEMENT. The City disclaims, relinquishes, and releases any right, title, or interest it may have in and to the Easement, conditioned on the performance of Owner's obligations under this Agreement.

2. OWNER'S ACKNOWLEDGEMENTS. Owner acknowledges that certain public utilities may have interests in the Easement, and that the City's release of the Easement does not automatically extinguish those interests. Owner is solely responsible for the use of that portion of the Property which was subservient to the Easement, as depicted and described in **Exhibit B** (the "**Easement Property**"), and will use the Easement Property at Owner's own risk.

3. RELEASE AND INDEMNIFICATION. To the fullest extent allowed under applicable law, Owner hereby releases, and agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assigns from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, costs, and expenses (including reasonable attorney and expert fees), arising out of: (a) Owner's breach of this Agreement; (b) Owner's use of the Easement Property; or (c) any act or occurrence on the Easement Property. With respect to Owner's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner's sole cost and expense.

4. DISCLAIMER OF WARRANTIES. The City makes no representations or warranties as to the availability of the Easement Property for any use intended by Owner, except to the extent of the release of the City's interest in the Easement. The City will not be responsible for any injury to persons or property as a result of the design, installation, use, maintenance, or possession of improvements on the Easement Property.

5. MISCELLANEOUS.

a. Covenants Run with the Land. The covenants contained in this Agreement are covenants with respect to real property and will run with the land. Such covenants will be binding upon Owner's successors, assigns, agents, and legal representatives in the ownership or development of the Property. Owner, at Owner's expense, will record this Agreement or a memorandum of this Agreement with the Davis County Recorder.

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

c. 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.

d. No Third-party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective officers, employees, agents, attorneys, successors, heirs, and assigns. No other person or entity will have any interest under this Agreement or be classified as a third-party beneficiary.

e. Enforcement. In the event any party is required to bring a legal action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to recover the party's costs and reasonable attorney fees.

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

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

OWNER:

MARK M. PETERSON

DAWN S. PETERSON

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2015, Kenneth Romney and Cathy Brightwell appeared before me and, being by me duly sworn, did acknowledge that they are the Mayor and City Recorder, respectively, of West Bountiful City, and that they executed the foregoing instrument as duly authorized representatives of the City.

Patrice Twitchell, Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2015, Mark M. Peterson and Dawn S. Peterson appeared before me and, being duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners' duly authorized representative.

Notary Public

EXHIBIT A
(Legal Description of the Property)

ALL OF LOT 4, GREEN HOUSE CIRCLE SUBDIVISION, WEST BOUNTIFUL CITY,
DAVIS COUNTY, UTAH CONTAINING 0.34 ACRES

EXHIBIT B
(Depiction and Legal Description of the Easement)

Part of Lot 4 of the Green House Circle Subdivision located in the North Half of Section 24, Township 2 North Range 1 West, Salt Lake Base and Meridian on file in the Davis County Recorder's Office, being more particularly described as

Beginning at point South 89°10'58" East 3.00 feet and North 0°12'47" West 3.00 feet from the southwest corner of Lot 4 of the Green House Circle Subdivision, West Bountiful City, Davis County, Utah; thence

North 0°12'47" West 94.24 feet;

Thence North 89°53'16" East 7.00 feet;

Thence South 0°12'47" East 87.34 feet;

Thence South 89°10'58" East 74.01 feet;

Thence North 65°01'11" East 40.34 feet to a point on 60.00' radius curve to the left with a central angle of 6.73°;

Thence 7.04 feet along the arc of said curve;

Thence South 65°01'11" West 42.67 feet;

Thence North 89°10'58" West 82.47 feet to the point of beginning.

MEMORANDUM



TO: Mayor & Council

DATE: December 10, 2015

FROM: Duane Huffman

RE: **Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management**

For the December 15th City Council meeting, staff is recommending that the Council consider the approval of an interlocal agreement for public works emergency mutual aid.

The agreement is sponsored by the Utah Chapter of the American Public Works Association (APWA), and is intended to facilitate public works entities helping each other in case of emergencies. The agreement creates no obligation that West Bountiful request help or respond to requests for help, but it does set procedures, including reimbursement responsibilities, if and when help occurs.

As the agreement is intended for adoption by entities across the state, we are not able to make modifications. However, legal counsel has reviewed the agreement and has found nothing within that would lead to a recommendation not to adopt it.

Included with this memo is a Frequently Ask Questions document that goes into more detail on the agreement and its goals.

FAQs

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

What is the purpose of this Agreement?

The purpose of this Agreement is to assist local governments in helping one another in times of need. It provides a method whereby a local government or agency that has sustained damage from a natural or man-made disaster can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other participating agencies.

What does the Agreement do?

The Agreement provides procedures for assistance and reimbursement of expenses, and supports and compliments the Utah Mutual Aid Agreement (UAC R704-2).

Are we obligated to help if another agency requests our assistance?

No. Each Participating Agency in the Alliance is not required to render assistance to another Participating Agency in the time of need. Every Participating Agency maintains their right of refusal for whatever reason they may have.

Has this Agreement had legal reviews?

Yes. Attorneys from Salt Lake County, Salt Lake City, Utah County, along with other local attorneys have reviewed and provided assistance in the preparation of this document.

Can we make changes to the Agreement before we sign it?

No, not at this time. In order to ensure the timely implementation of this Agreement with multiple partners, this Agreement needs to be approved as is. However, the Agreement does include provisions for making changes in the future. It should be noted that the UTWARN Agreement (Utah Water, Wastewater Response Network) was used as a basis for this Agreement. The

UTWARN Agreement has been accepted by over 85 participating agencies throughout the state.

Who should sign this Agreement?

All local government agencies, service districts, and state agencies that can provide, or would require public works assistance, after a natural or man-made disaster should sign this Agreement.

After we have signed, what's next?

We encourage all Participating Agencies in the Alliance to continue to be active supporters of the Agreement by organizing annual Emergency Management training exercises, making sure that all equipment lists are current, ensuring that you have a representative attend our annual meeting at the APWA Fall Conference, and being ready to assist each other in the event of flooding, severe weather, fires, earthquakes and other natural or manmade emergencies.

How do I get more information?

Please view our website at <http://utah.apwa.net/MenuHomepage/292/Emergency-Management> or contact the APWA Utah Chapter Emergency Management Committee.

M. Leon Berrett, P.E. – Chair
Operations Associate Director
Salt Lake County Public Works
(385) 468-6129
LBerrett@slco.org

Tim Peters – Vice Chair
Public Services Manager
City of West Jordan Public Works
(801) 569-5722
timp@wjordan.com

WEST BOUNTIFUL CITY

RESOLUTION No. 376-15

A RESOLUTION ADOPTING A MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

WHEREAS, the West Bountiful City Council desires to participate in the Public Works Emergency Management Alliance mutual aid program whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance from other Agencies; and

WHEREAS, the attached agreement is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement according to Utah Administrative Code, R704-2, State Wide Mutual Aid Activation.

NOW, THEREFORE, BE IT RESOLVED BY THE WEST BOUNTIFUL CITY COUNCIL THAT THE MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT BE ADOPTED AS INCLUDED IN EXHIBIT A.

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

ADOPTED and **APPROVED** by the City Council of West Bountiful City this 15th day of December, 2015.

Kenneth Romney, Mayor

Voting by the City Council: Aye Nay

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

ATTEST:

Cathy Brightwell, Recorder

MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, by _____ and the other Participating Agencies as described herein.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

ARTICLE II. DEFINITIONS

- A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.
- B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.
- C. APWA - American Public Works Association
- D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.
- F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.
- H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.
- I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.
- L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

- A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).
- B. Maintain a data base of information.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.
- D. Maintain a web site to track Participating Agencies. (Currently, this website is located at <http://utah.apwa.net/>)
- E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.
- F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

- A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.
- B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.
- D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.
- E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.
- F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.
- G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.
- H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

- I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.
- L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.
- N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. **PERSONNEL** – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

- B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency’s equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.
- C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency’s personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.
- E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.
- F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
- B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

- C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this _____ day of _____ 20____.

Agency _____

By: _____ By: _____

Title _____ Title: _____

Approved as to form and legality

By: _____
Agency's Attorney



MEMORANDUM

TO: Mayor & Council

DATE: April 17, 2015

FROM: Duane Huffman

RE: **Council Travel to Rural Water Rally 2016**

As the recent recipient of *Best Water in Utah*, West Bountiful City has the unique opportunity to participate in the Rural Water Rally 2016 in Washington D.C. this coming February 8-11. The Rally includes a general education session, meetings with congressional representatives encouraging them to support water issues, and the national finals for best tasting water.

The Rural Water Association of Utah (RWAU) will sponsor the attendance (airfare, hotel, etc.) for two individuals from West Bountiful. However, as this is such a rare and unique opportunity, it may be beneficial for the City to have additional individuals participate. This memo outlines details about the Rally, estimated costs, and potential budget resources. Though not designed for this type of circumstance, a copy of the Travel Policy in the current *Personnel Policies and Procedures* is included.

RALLY

The main purpose of the Rally is to lobby those in Washington D.C. to support water issues, as well as celebrate the best tasting water award winners. The Rally includes the following:

- A general session with speakers related to the topic of "What Congress Needs to Know about Rural Water."
- An orientation for First Time Attendees (presumably to help prepare them for meetings with congressional representatives).
- A luncheon for the water taste test finals.
- Meetings with members of Utah's congressional delegation:
 - Meetings are generally 15 minutes in length;
 - Meeting attendees have very specific talking points to cover in the short timeframe;
 - There will only be enough space for 2-3 city officials in each meeting;
- Due to the nature of the Rally, the largest group the RWAU has had attend in the past is 3 representatives from a city/district; however, nothing precludes West Bountiful from having more attend. If more than three go, they will likely need to trade off who visits congressional offices.

COST OF TRIP

The following are estimates for the cost of an individual to attend:

Airfare	\$450
Hotel (Sat-Friday)	\$995
Conference	\$400
Local Transportation	\$30
Meals	\$136
Total	\$2,011

Based on an initial response, RWAU has booked flights for 6 West Bountiful attendees (2 to be paid by RWAU and 4 to be paid by the City) and 5 spouses (to be paid fully by employee/council member). If plans change, the City/employee/council member will be responsible to pay \$450 per ticket, and they will have a credit with Southwest Airlines for 1 year.

BUDGET OPTIONS

The idea of sending additional City representatives to the Rally was not originally contemplated as part of the current FY 2015/2016 budget. As the purpose of the Rally is to support the water system, the Water Fund should be the primary source of funding; however, the City's General Fund could also be used. The following resources are in the current budget. If they are used for this trip, the budget would need to be opened in the future to allow for the trainings originally planned.

		Budgeted	Available
Fund	<u>Water Fund</u>		
Department	Water		
Account	Education/Training	\$4,000	\$3,600
Account	Miscellaneous	\$8,000	\$6,698
Fund	<u>General Fund</u>		
Department	Legislative		
Account	Seminars/Conventions	\$2,500	\$1,215
Account	Travel	\$2,300	\$1,550
Department	Administrative		
Account	Education/Training	\$2,000	\$893
Department	Engineering		
Account	Seminars/Conventions	\$1,000	\$1,000
		Total	\$14,956



Dear Friends,

As we gather together February 8-10, for our Rural Water Rally in Washington, D.C., let our voices unite to carry the message of Rural Water to our elected officials. By your participation, you are exercising one of the freedoms your forefathers provided thru representation and the right to free speech.

There is always change going on in D.C.; changes on the hill, new people in new positions, people we need to meet and establish working relationships with!

Powerful legislative and regulatory changes continue to challenge rural America in providing clean, safe and affordable water. When you join with other rural water and wastewater professionals at our nation's capitol, you're contributing to positive outcomes on critical issues facing our industry. Rural Water's voice heightens the importance of our agenda before Congress, assuring continued support of our important programs that benefit so many utilities.

The 2016 Rally will be informative and educational. You'll learn about trends within our industry and then you'll be able to carry that message forward to your elected officials. Our grassroots movement is the hallmark of our efforts and the benchmark of our success.

Your dedication to Rural Water makes a difference!

I look forward to seeing you in Washington, D.C.

Sincerely,

Charles A. Hilton

Charles A. Hilton
NRWA President

SPONSORED BY



REGISTER ON-LINE!

www.nrwa.org/rally

Registration \$399

**Please
pre-register before
January 18, 2016**

**For more
information or
registration assistance
call 800-332-8715**

Federal law prohibits us from accepting fixed registration forms.



RALLY LOCATION

Hyatt Regency Washington on Capitol Hill
400 New Jersey Avenue NW, Washington, D.C. 20001
Phone 202-737-1234 Fax 202-942-1576

AGENDA

This is a preliminary agenda and subject to change. Final agenda will be provided at the Rally.

Monday, Feb. 8

1:00 p.m.-5:30 p.m.

Registration

5:30 p.m.-6:30 p.m.

Welcome Social

Tuesday, Feb. 9

7:30 a.m.-11:00 a.m.

Registration

8:00 a.m.

Opening Session

What Congress Needs to Know
About Rural Water

**Congressional/Agency
VIP Speakers**

First Time Attendees Orientation
(immediately following Opening Session)

10:30 a.m.

Congressional Appointments

Wednesday, Feb. 10

8:00 a.m.-5:00 p.m.

Congressional Appointments

12:00 Noon

**Lunch &
Water Taste Test
National Finals**

5:00 p.m.-6:30 p.m.

Rural Water Social

Thursday, Feb. 11

Congressional Appointments
(as needed)

LET YOUR VOICE BE HEARD!

SECTION XVI: REIMBURSABLE EXPENSES

1. **GENERAL POLICY.** With prior approval of the Department Director or City Administrator, legitimate expenses will be reimbursed by West Bountiful City to the employee. Receipts shall be required to reimburse the employee. Reimbursement may be in the form of petty cash, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received and for what items.
2. **TRAINING AND CONFERENCES.** If required to attend training seminars, conferences, briefings, or gather information; an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1 ½) times their regular work day pay for hours worked exceeding forty (40) hours in that week.
3. **TRAVEL POLICY.**
 - A. All travel outside of the West Bountiful City limits during West Bountiful City work hours shall be authorized by the Mayor or designee. A log of all such travel exceeding a thirty (30) mile radius of West Bountiful City shall be kept. This log shall include the reason for the trip, the time the employee departed, the time the employee returned, and vehicle used.
 - B. Travel for legitimate West Bountiful City purposes in West Bountiful City vehicles may be authorized when the use of the vehicle does not detract from the operational needs of West Bountiful City. Overnight use of West Bountiful City vehicles for travel purposes shall be authorized by the Mayor or designee.
 - C. If travel is outside the range of service of West Bountiful City's repair shop, travel costs in conjunction with the use of West Bountiful City vehicles shall be paid by the employee with receipts being kept for reimbursement.
 - D. All hotel or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, West Bountiful City shall reimburse to the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into West Bountiful City by the employee as a verification of attendance no matter what form of payment.
 - E. Use of an employee's personal vehicle may be authorized when circumstances warrant. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to the Mayor or designee based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Services travel deductions. In lieu of reimbursement for mileage and the assignment of West Bountiful City vehicles, specific West Bountiful City

employees may be authorized a monthly travel allowance, according to regulations approved by the City Council.

- F. All approved registration fees, will be paid in advance by check. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees, etc. after presentation of a valid receipt in conjunction with previously authorized travel.
- G. The amount of thirty dollars (\$30.00) shall be granted as the maximum daily per diem allowance for West Bountiful City employees engaged in travel on West Bountiful's behalf. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense (please note: The Mayor, however may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee). Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.
- H. Travel that requires less than a full day shall be compensated by the following specific per diem allowances:
 - (1) Breakfast: Six dollars (\$6.00) maximum, when departing before 7:00 a.m.
 - (2) Lunch: Eight dollars (\$8.00) maximum.
 - (3) Dinner: Sixteen dollars (\$16.00) maximum, when returning after 7:00 p.m.
 - (4) These amounts may be either advanced after submission and approval of travel request, or reimbursed after presentation of receipts.
- I. Cost of out-of-state rental car expenses when required by the facilities or business situation.

WEST BOUNTIFUL CITY POLICE DEPARTMENT

550 North 800 West
West Bountiful, Utah 84087
Office 801- 292-4487/Fax 801 – 294-3590

Todd L. Hixson
Chief of Police

Kenneth Romney
Mayor

West Bountiful City Council Report December 15, 2015

Statistics are from November, 2015; the other information reported is collected between council meetings.

Reserve Officer Program

No new information

Alcohol Officer Program

No new information

Crossing Guards

Our crossing guards continue to do a great job serving the community.

Personnel

Tyler Horstman continues to do well in field training. He has approximately one month remaining.

EMPAC

There will be no meeting in December. The next meeting will be held on January 20, 2015 at 5:30 pm.

General Information

Duane and I met with the Community Council. We discussed the location of the crossing guards. Several suggestions were made in regarding the school crossing location in front of city hall as well as adding additional crossing lights on 400 North. Duane and I both agreed until the future plans of the elementary are know we should not consider making any changes.

West Bountiful Police Department

Department Summary

11/1/2015 to 11/30/2015

Arrests	12	
Adult	10	83.3%
Juvenile	2	16.7%

Activities	1,197	
Admin	186	15.5%
Assist	95	7.9%
Community Relations	7	0.6%
Deaths	1	0.1%
Investigation	49	4.1%
Patrol	106	8.9%
Property	4	0.3%
Security	530	44.3%
Service Call	57	4.8%
Suspicious Activity	34	2.8%
Traffic	120	10.0%
Vehicle Accident	8	0.7%

Shift Time and Percent Accounted	1076 hr. 22 min.	63.0%
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Reports	179	
CITATION REPORT	52	29.1%
INCIDENT REPORT	87	48.6%
OFFICER INFORMATION	37	20.7%
POLICE VEHICLE IMPOUND	3	1.7%

Department Summary

Crime Offenses

42

BURGLARY	5	11.9%
DAMAGE PROPERTY	2	4.8%
DEATH/INJURY	1	2.4%
EXPLOITATION	1	2.4%
FAMILY OFFENSE	4	9.5%
FOUND/LOST PROPERTY	1	2.4%
FRAUD	3	7.1%
JUVENILE STATUS OFFENSES	1	2.4%
MISC SERVICES	1	2.4%
OBSTRUCTION POLICE	1	2.4%
PRIVACY VIOLATIONS	3	7.1%
SEX ASSAULT	1	2.4%
THEFT	6	14.3%
TRAFFIC OFFENSE	10	23.8%
WARRANT SERVICE	2	4.8%

Accidents

9

Citation Violations

79

DUI	2	2.5%
Fix it	2	2.5%
Misdemeanor	14	17.7%
Traffic	33	41.8%
Warning	28	35.4%

West Bountiful City

PENDING APPROVAL

November 24, 2015

Planning Commission

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful City website, and sent to Clipper Publishing Company on November 20, 2015 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, November 24, 2015, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Chairman Denis Hopkinson, Vice Chairman Terry Turner, Laura Charchenko, Mike Cottle, and Alan Malan, and Corey Sweat, Councilmember Kelly Enquist

MEMBERS EXCUSED:

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

VISITORS: Gary Jacketta, Brad Frost, Mr. Frost (Brad's Father), Gail Zesiger, Jeff and Kathy Wilkinson, Gary Bohman, Wes Morley, Shelley and James Bruhn, Floyd Meoed, Julie Jensen, Gary Spilman, Kevin Ingram, Ron and Joan Littlefield, Mike Strand, Cari Allen, Jeff Sidwell, Jay Barton, Mark McCleery, Doug Parrish, Greg Argyle, Scott and Roxann Burningham, Richard Johnson, Terry Johnson, Teresa Thomas, Paul Maloy, Michelle Carpenter, Renee Lewis, Chris and Heather Fenhaur, Terrance Wall.

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

I. Accept Agenda.

Chairman Hopkinson reviewed the agenda. Laura Charchenko moved to accept the agenda as posted. Terry Turner seconded the motion and voting was unanimous in favor.

Business Discussed:

II. Public Hearing for Ovation Homes' P.U.D. Request for *The Cottages at Havenwood at 690 West Pages Lane*

Included in the Commissioner's packet was the Public Notice for the hearing and a memorandum dated November 19, 2015 from Ben White regarding The Cottages at Havenwood P.U.D. (Ovation Homes) at 680 West Pages Lane and a copy of the proposed project.

The memorandum included the following information:

Ovation Home's proposal for a Planned Unit Development includes:

- An active adult community governed by CCR's,
- 37 single level living homes,
- H.O.A. maintained front yard and open space landscaping,
- 0.73 acre open space area.

As part of the P.U.D. submittal, Ovation Homes is requesting the City to consider:

- Reducing front yard setbacks to 20' and rear yard setbacks to 15',
- Reducing the lot size and width of each lot,
- Granting a combined bonus density of 24 %.

Planning Commission is to consider public input, review the information submitted by applicant, and make a recommendation to the City Council to either deny the request, or approve the request with statements including the terms of the approval, recommended bonuses, and satisfied findings from Chapter 17.68. (listed on the back of the memorandum).

ACTION TAKEN

Terry Turner moved to open the public hearing for Ovation Homes' P.U.D. at 7:35 pm. Mike Cottle seconded the motion and voting was unanimous in favor.

Public Hearing was introduced by Chairman Hopkinson and the public was invited to make comments by taking the stand and stating their name before making their comments.

Public Comments:

Jeff Wilkinson is a 16 year resident and desires to stay in West Bountiful for the rest of his life. Currently they live in a split entry home and are nearing the time in their life when it will need to be exchanged for a one level. He and his wife strongly support the proposed development and believe it adds the needed diversity in housing for the active adult community. He understands the setback impact on the adjacent home owner. He took the time to personally visit with each of the neighbors abutting the east side of the development. Each of those six neighbors is in support of the one level homes of this project. He presented the Commission with a petition of names supporting the proposed development, although he was unable to contact all home owners in that area.

69 Regarding the rest of the community, he and his wife have spoken with many throughout the city
70 and found that many are in favor of this development. He pointed out that currently in West
71 Bountiful approximately 6.5 % of our citizen's would benefit from this type of community.

72 **Chad Fenhaur** stated that he is not opposed to the proposal as a whole but is concerned that the
73 zoning ordinance for our city is different than what is proposed. He felt that this will set a
74 precedent for future developers. He added he is concerned is high density that does not lend
75 itself to the rural community and is concerned with more traffic with the higher density and
76 taking away open space.

77 **Heather Fenhaur** grew up in West Bountiful and loves this community and the feel of it. She is
78 opposed to the number of units being proposed. She loves this quiet, peaceful city and does not
79 want it disrupted.

80 **Renee Lewis** lives at the north end of proposed project. She understands that the property will
81 be developed but is not in support of this particular plan. She does not feel it is the right place
82 for this type of development. She pointed out that there are a lot of children around this area and
83 does not feel it fits into this area of the city. She stated that there are a lot of City activities in
84 this area that may not be conducive to this type of community. She would like to see larger
85 family homes so that those that have outgrown their existing homes in the area will have a place
86 to build and remain in the area. Renee feels there are better areas that could be developed in
87 West Bountiful with this type of development. She stated that many of her neighbors around her
88 feel the same.

89 **Mike Strand** is one of the previous owners of Pony Haven. He informed the Commission that
90 the 10 acre property, which included the home, was stolen from his family for \$35,000. He
91 explained they are still in litigation and have been fighting this battle in court for ten years and
92 would like to get the property back and keep it as horse pasture. He claimed that valuable
93 personal items have disappeared and also pointed out that he has lost his oil field in Wyoming
94 that contained approximately \$10.5 million in oil.

95 **Brad Frost** took the stand and clarified the statements Mr. Strand made concerning the sale of
96 the property. Mr. Frost stated that the property has been cleared and there are no legal rights for
97 Mr. Strand. Ovation Homes is now the legal owner the property. He also informed everyone
98 that they paid substantially more than \$35,000 for the property from a third party.

99 **Gail Zesiger** lives on the west side of the property. She has lived there 40 years and her home
100 was one of the first built. She would love to see the drainage fixed no matter what development
101 may occur. She would also love to not have the weed problem and standing pools of water and
102 mosquitoes. She is in support of whatever development would fix these problems.

103 **Ron Littlefield** is a 40 year resident of West Bountiful. He stated that he has enjoyed the horses
104 but realizes all things must change. He and his wife give 100% approval. He also supported
105 Gail Zesiger's statements regarding the drainage issues that need to be addressed.

106 **Terry Wall** has lived in West Bountiful for 13 years. He and his wife like the idea of this project
107 but have a few concerns. He feels there needs to be some secure facility for RV's and boats to
108 keep them off the street. He is concerned that the park at the north end of the street, which
109 doubles as a storm water retention pond, may not be a useable space for residents.

110 **Chad Sidwell** lives in Bountiful and has been watching the property for 5 years. He would like
111 to move to West Bountiful but would be disappointed to see the property developed as proposed
112 by Ovation Homes. He feels the area should house younger people to raise families.

113 **Kathy Wilkinson** informed the Commission that she contacted a lot of community members that
114 were in favor of this development. She felt it is the perfect opportunity to diversify our
115 community and keep good citizens that have lived here all their life but who need a place like
116 this to live. She stated that our community is great and will keep being great even if this type of
117 development is built. In response to earlier claims of added traffic, she pointed out that there
118 would be more traffic with typical family homes than in a senior development of this nature
119 because seniors do not drive as much. She feels this type of development would make it more
120 welcoming to all people.

121 **Gary Spilman** reviewed the plans and feels it is a great idea but would like the number of homes
122 to be reduced. He has lived here for 40 years and has seen the City change a lot. He feels we
123 need to have places for the young and old alike. He informed them that Pony Haven has a lot of
124 underground springs on the property and supports the ideas that have been shared to fix the
125 drainage problems. He feels strongly that there must be a reliable drainage system put in place.

126 **Greg Argyle** does not border the property but is concerned with the density that has been
127 proposed. He feels this will set precedence for future developers. He does not like the setbacks
128 that are proposed. He stated that he had requested to encroach 4 foot into the setback on his own
129 property but was denied because it did not follow the Code. He understands PUD's are different
130 but is concerned about the crowded conditions.

131 **Jerry Carpenter** stated that his backyard abuts Pony Haven. He bought his home 7 years ago
132 when the previous owners had to move into a single level home. He favors the development and
133 believes there is great demand for it but would like to see a bit less density. He realizes there is a
134 great need for this type of development in our City. As a whole, he feels the proposed PUD
135 would bring quality residents to the area. He stated his concerns with drainage and wants that
136 addressed. He would also like to see the property maintained until it is developed.

137 **Weston Morley** lives on the east side of proposed project. He has lived here 12 years and has
138 loved the horses and ponies in his back yard. He realizes that this property needs to be

139 developed and has thought about what type of neighbors he would like to have. He feels that this
140 type of development would bring good things. He stated that one level homes bring security and
141 well maintained yards. He would like lower density but realizes that there are more pros than
142 cons to this type of development.

143 **Jay Burton** lives on lot 204 on the map. He is a five year resident who loves the horses but
144 realizes change must take place. He supports the development and likes the one level unit
145 proposal. Density is a concern but he would personally like more small homes than fewer of the
146 larger homes.

147 **Paul Maloy** is looking forward to a through street being completed. His first thought when he
148 reviewed the plans was that there would be an affordable community for his he and his wife to
149 move into. He has lived here for two years but his extended family has been long time citizens
150 of West Bountiful. He is not opposed to the higher density. He feels that there should be a
151 benefit to those paying HOA fees but he is not seeing any recreation facilities, pool, or such. He
152 stated that the greatest things in our community are children and is not sure if we should exclude
153 younger families in this development. He is attracted to this because he is nearing the years that
154 it would benefit him. He feels the prices seem to be out of range for the average home buyer of
155 that age. He inquired whether property values would increase or decrease with this development.
156 Mike Cottle feels it would add value to the existing homes in the area.

157 **Gary Jacketta** asked about the drainage pumps and who will pay for the drainage. Ben White
158 stated that most likely the developer would bear the cost. Gary was concerned about the PUD
159 wanting the city to take over maintenance in the future like the Jessi's Meadow situation.

160 **Scott Burningham** agrees with Gary Jacketta's statements and supported that fact that we have
161 to take care of the water that is underground.

162 **Richard Johnson** lives one house away from the development. He stated that other than
163 mosquitoes, West Bountiful is a great place to live. He said there is not much available for older
164 people in the City and he feels like this development would serve our city well. He does not like
165 the density but loves the single level home instead of the two story homes so would rather have
166 the one level homes. He has visited other Ovation Homes projects and feels they are well built
167 and look good. They keep their projects nice and that would be a great asset to our city.

168 **Gary Spilman** pointed out that we need to consider that 37 new homes bring 74 more people
169 and cars. This would cause more problems with traffic. He thinks we should reconsider the
170 density, but supports the development.

171 **Jeff Wilkinson** stated that regarding yard size, if he lived in this type of development he would
172 not want a larger yard to take care of; it defeats the purpose. He pointed out that our community
173 offers a lot of housing with RV parking and there are only 37 houses that this would not be

174 available for. More houses, fewer people, less traffic, and no impact to schools are great benefits
175 of the project.

176 **Gail Zesiger** asked if this new development will have Weber Water. Ben White responded that
177 it most likely will.

178 **Shannon Wainwright** supports the development as proposed.

179 **A written petition and written comments were submitted by some who could not be present**
180 **this evening. Comments were read into the recorded minutes and summarized below.**

181 Cathy Brightwell presented a petition signed by 19 people in favor of the development. She then
182 read letters for the record. A letter from **Jacqui Volland**, 686 W 2000 North, was read and stated
183 that she does not believe this new subdivision proposal meets the overall goals of the community
184 and that this property is not the right place for a senior living community situated in the middle
185 of a quiet family subdivision. She would prefer to see family homes with decent size yards.

186 **Laurie Orchard**, 577 W 2125 North, supports this type of single level living homes and
187 believes it would be a great opportunity for those who would desire a single level home and still
188 want to live in West Bountiful. **Dr. Brett and Stephanie Burrell**, 757 N 900 West, were
189 delighted to hear about the new development proposal. They lived just east of Pony Haven at
190 1950 N 600 West for eight years. They believe this will bring a lot of diversitry to the city by
191 adding single family homes for those desiring a new home but without the need for a lot of
192 space; ideal for families downsizing as their children get older or in retirement. The property has
193 remained vacant for a number of years and appeared swampy and not very well kept at times.
194 Nice new homes with well-kept yards would be great. They feel an adjustment to current city
195 ordinances for smaller lots would be well worth it

196 **ACTION TAKEN**

197 **Laura Charchenko moved to close the public hearing for Ovation Homes' P.U.D. at 8:50**

198

199 *Chairman Hopkinson called a 5 minute break.*

200

201 **III. Consider Ovation Homes' P.U.D. Request for the Cottages at Havenwood**

202 Chairman Hopkinson brought the meeting back to order and thanked the public for their
203 comments and noted that they will not go unheard. He reviewed where our city has been and
204 where it has come over the years with development. Chairman Hopkinson noted the plans for
205 future development that may take place. He insured the citizens that the changing of land use
206 ordinances is not taken lightly by the Commission and City Council.

207 Chairman Hopkinson summarized the development proposal. He pointed out that this
 208 development has downsized to 37 homes from 41 homes originally requested. Staff will address
 209 the drainage issues and the commitment to fix those problems.

210 He invited Brad Frost to the stand to comment on the Public Hearing. Mr. Frost stated that he
 211 has fallen in love with the community and the people. He has tried to make adjustments to the
 212 development as requested from those he has visited within the community. He explained the
 213 need he feels in West Bountiful for this type of community. He informed the Commission and
 214 public that currently 65% of seniors move from this community. He added that just because the
 215 city accepts this type of development, does not mean they have to accept future developments of
 216 this kind.

217 Mr. Frost addressed the following concerns from citizens responding in the Public Hearing.

- 218 • Density issue.
- 219 • Setbacks have been adjusted.
- 220 • He explained the type of homes that will be built and that it is different than R-1-10 but
 221 that can be a good thing that keeps people in our community.
- 222 • Traffic would be greater with traditional family homes by about 60%.
- 223 • No impact to school system.
- 224 • HOA is created in this development to maintain yards and fence. Fee approximately
 225 \$90/mo.
- 226 • No open space for city to have to take over.
- 227 • No RV parking is a benefit to the community and is a safety issue and gives open space
 228 and a clean look to the development.
- 229 • Price/value of this community will add value to surrounding homes.
- 230 • He has visited the neighborhood door to door and addressed many of their issues on the
 231 east and west side of the development.
- 232 • Themed landscaping with A and B plans and alternating fronts. Propose hazelnut maple
 233 trees aligning both sides of street that grow to about 50 feet tall.
- 234 • Compared some differences to R-1-10 vs. the PUD with pros and cons. Pointed out that
 235 it brings diversity to the area.
- 236 • Discussed their openness to develop a Park area on the north side of the project that
 237 contains about 7,000 square feet.

238 In conclusion he pointed out that he is asking for a 25% bonus density and feels he is justified in
 239 doing so.

240 **Questions from Public:**

241 **Chad Fenhaur** wants to understand about the density created for this PUD and how it can be
 242 allowed. Mr. Frost explained how it works.

243 **Terry Wall** asked if Ovation Homes would build a different type of development if they could
244 not build what they have proposed. Mr. Frost stated that they would likely sell out to another
245 developer.

246 **Ranee Lewis** inquired how the HOA would work in regards to the restrictions and limitations
247 and how they would be managed. Mr. Frost responded to her concerns.

248 **Gary Jacketta** asked about grandparents that raise grandchildren - is this allowed? No, it would
249 not be. Mr. Frost responded that the HOA governs itself by its people, but typically households
250 are limited to a certain number of people based on the size of the home, rather than an age
251 restriction.

252 Further drainage issues were addressed and briefly discussed.

253 Chairman Hopkinson reviewed the memorandum from Ben White and the criteria needed to
254 meet the PUD requirements. He appreciates Ovation Home's efforts to modify their request with
255 the comments made by the City and its citizens.

256 Chairman Hopkinson invited comments from the Commissioners in regards to Amenity Density
257 Bonus, Minimum standards, etc.

258 **Alan Malan** spoke about the minimum standard for the RV parking.

259 **Corey Sweat** asked Mr. Frost about how the park would be a substantial benefit. He did not feel
260 that just having open space is much of a value. He wants to see some parking in that area. Mr.
261 Frost stated they have put in small parking areas in some of their other projects and it was later
262 removed because there was not a need and the HOA did not want to maintain it. He said he is
263 willing to work with their ideas to design what is desirable to the city. He feels that there would
264 be adequate parking for the use of the park.

265 **Terry Turner** disagrees with the effect it will have to the neighborhood. He supports the idea of
266 this type of development but does not like it in this area.

267 **Laura Charchenko** feels this is great development and appreciates Ovation leaving the side
268 yard setbacks in place. She sees the need for this type of community. She stated that she
269 believes the benefits of this PUD far outweigh a R-1-10 development. She pointed out that
270 neighborhood views will not be impacted. She is in favor of granting the PUD with some
271 wrinkles to be ironed out.

272 **Alan Malan** believes that in concept it is fine, but the implementation has problems. He feels
273 HOA is too restrictive and could cause neighborhood problems. The bonuses he would give
274 them are taken away with other things the development is trying to restrict or not comply with.

275 **Chairman Hopkinson** explained the process and how the City Council can put together a
276 development agreement without changing the ordinances. City Council is the land use ordinance

277 in this particular situation. He emphasized that the agreement does not make change to any
278 ordinances.

279 **ACTION TAKEN**

280 **Laura Charchenko moved to grant the PUD request as proposed by Ovation Homes at 690**
281 **West Pages Lane per the proposed plans, with the change that adequate garage and off-**
282 **street parking be addressed. The Motion failed for lack of a second.**

283 **Alan Malan moved to deny the PUD request for Ovation Homes because it does not meet**
284 **minimum requirements or minimum standards and does not provide substantial public**
285 **benefit. Mike Cottle seconded the motion. Some discussion took place.**

286 **Roll Call vote**

287 **Mike Cottle- Aye**

288 **Terry Turner- Nay**

289 **Denis Hopkinson- Nay**

290 **Laura Charchenko- Nay**

291 **Alan Malan- Aye**

292 **Motion failed with a vote of three against and two in favor**

293 **ACTION TAKEN:**

294 **Laura Charchenko moved to grant the PUD for Cottages at Havenwood as outlined in the**
295 **memorandum dated November 19, 2015 from Ben White with the following conditions:**
296 **that City Council appropriately address Section 17.68.100, including minimum standards**
297 **for garage and off street parking and RV parking, and address Section 17.68.120 to grant**
298 **density bonus between 15 to 25 %. Terry Turner seconded the motion and some discussion**
299 **took place.**

300 **A friendly amendment was made by Alan Malan to include a condition that the open space**
301 **include a specific agreed upon amenity along with parking. Laura Charchenko accepted**
302 **the friendly amendment and Terry Turner seconded the motion.**

303 **Roll Call Vote was taken:**

304 **Mike Cottle- Aye**

305 **Terry Turner- Aye**

306 **Denis Hopkinson- Aye**

307 **Laura Charchenko- Aye**

308 **Alan Malan- Nay**

309 **Motion Passed with a four to one vote in favor.**

310

311 **IV. Staff Report**

312 Ben White reported:

- 313 • Ben received a phone call from Ivory Homes for the Equestrian Center and the City can
- 314 expect them to come before us in the next few months to address the blended use
- 315 language.
- 316 • Chairman Hopkinson instructed the Commission to review the blended use ordinance that
- 317 has specific language stating what the city intends for that area.
- 318 • Ordinance approved to codify our city code at the last meeting of City Council. New
- 319 code on city website and is very user friendly.
- 320 • At Home will occupy the old Shopko building.
- 321 • Restaurant of some type will be housed in the Burger King building
- 322 • Day Spa in Winger Area with two more available units for rent.

323 **VI. Approval of Minutes for October 13, 2015**

324 **ACTION TAKEN:**

325 **Alan Malan moved to approve the minutes dated November 10, 2015 as presented. Laura**

326 **Charchenko seconded the motion and voting was unanimous in favor among those**

327 **members present.**

328 **VII. Adjournment**

329 **ACTION TAKEN:**

330 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting at**

331 **10:20 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.**

332

333

334 The foregoing was approved by the West Bountiful City Planning Commission on December 8, 2015, by

335 unanimous vote of all members present.

336

337 Cathy Brightwell - City Recorder

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

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom, Kelly Enquist, Debbie McKean, and Mark Preece

EXCUSED: Council member James Bruhn

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Ben White (City Engineer), Todd Hixson (Police Chief), Steve Maughan (Public Works Director), Cathy Brightwell (City Recorder/Secretary)

VISITORS: Alan Malan, Andy Williams, Robert Bruhn, Randy Mansfield, Dick Wheelock, Edward Kluivis, Will VanderToolen, EmmyLou VanderToolen, Neil Rowley, Londi Rowley, Marty Holmes

Mayor Romney called the regular meeting to order at 7:34 pm.

Invocation/thought – Mark Preece; Pledge of Allegiance – Mayor Romney

1. Accept Agenda

Item #5 is changed to read, *Consider Resolution 374-15 regarding a request to vacate a side yard easement on the property at 1704 N 600 West.*

MOTION: *Debbie McKean moved to approve the agenda as corrected. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

Marty Holmes asked the Council to consider adopting a Resolution showing gratitude to our local police force. Mayor Romney asked him to speak with Duane Huffman about putting something together.

3. Presentation by the Dion J. Stephenson Marine Corp League to Chief Hixson for the Local DARE Program.

Commandant Robert Bruhn, representing the Dion J. Stephenson Marine Corp League, provided some history about the organization and explained that they donate to several worthy causes; they then presented Chief Hixson with a \$300 donation to the local DARE program.

Both Mayor Romney and the Chief thanked them for their generosity.

47
48 **4. Public Hearing Regarding a Request by William VanderToolen to Vacate A Side**
49 **Yard Easement on the Property at 1704 N 600 West.**

50
51 Ben provided short summary of the request.

52
53 **MOTION:** *Kelly Enquist moved to open the public hearing to receive public*
54 *comments on the request to vacate a side yard easement at 1704 N 600*
55 *West. Debbie McKean seconded the Motion which PASSED by*
56 *unanimous vote of all members present.*
57

58 Will VanderToolen explained that he intends to build a garage on the south portion of
59 property and he has received clearance from all affected utilities.
60

61 Alan Malan asked for clarification on the size of the easement and said he has no problem
62 with the request.
63

64 **MOTION:** *Mark Preece moved to close the public hearing. James Ahlstrom seconded*
65 *the Motion which PASSED by unanimous vote of all members present.*
66

67 **5. Consider Resolution 374-15, To Vacate a Side Yard Easement On The Property At**
68 **1704 N 600 West.**

69
70 No further discussion.

71 **MOTION:** *James Ahlstrom moved to approve the request by William VanderToolen*
72 *to vacate a side yard easement on his property at 1704 N 600 West. Mark*
73 *Preece seconded the Motion which PASSED.*

74 The vote was recorded as follows:

75 James Ahlstrom – Aye

76 Kelly Enquist – Aye

77 Debbie McKean– Aye

78 Mark Preece – Aye
79

80 **6. Discuss Sidewalk Repair/Replacement Policies.**

81 Duane Huffman explained that staff has been working to develop a systematic plan to
82 address damaged sidewalk throughout the City and needs input on policy issues and potential
83 ordinance concepts.
84

85 To begin, the plan is for damaged sidewalk repair/replacement on the north side of the City
86 and work south as the northern portion of the City has the highest concentration of damaged
87 sidewalk. Staff proposes to divide the budget assigned to sidewalk repair into sidewalk trip hazard
88 grinding and sidewalk replacement. He reviewed the budget available this year which includes:

89 a. Sidewalk Repair - \$14k from Class C road money,
90 b. Sidewalk Gaps - \$25k from General Fund (tentatively planned for 1000 N 550 W),
91 c. Unspent Class C road money from last year's budget - \$13k, available to be re-budgeted
92 for sidewalk or purposes.

93
94 He added that future funding sources of about \$200k/year dedicated to streets/sidewalks/
95 transportation will come from Proposition 1 and the new gas tax.

96
97 There was discussion of the various options of owner participation presented in the staff
98 memo and it was suggested that staff draft language using Option A – owner pays 100% for tree
99 removal when it causes damage to sidewalk and 50% for the sidewalk repair/replacement when
100 caused by trees, sprinkler/sewer, salt, or weight. When damage is of an unknown cause or from
101 natural wear/tear, the City will be responsible for 100% of the repairs. Staff was also asked to put
102 something together for a Hardship program.

103
104 While the ordinance drafting begins, staff will begin this year with work where owner
105 participation is not needed.

106
107 **7. Engineering/Planning Commission Report.**

- 108
109
 - Playground at the Park is now complete, with a final walkthrough this coming Thursday.
 - Planning Commission made a favorable recommendation to city council of the PUD
110 request for the Cottages at Havenwood by Ovation Homes and asked them to address
111 several issues of concern. Ovation Homes has asked for a work session so they can bring
112 information forward informally. Mr. Huffman suggested a work session be held on
113 December 15 prior to the next city council meeting.

114
115
116 **10. Finance/Administrative Report.**

117
118 Duane Huffman reviewed the finance report included in the meeting packet. As expected,
119 the City received large payments of property taxes and \$500k from Holly Frontier per their water
120 agreement with the City; we will get the second half when the water line is complete on 500
121 South. He added that building permits and plan check revenues are up.

122
123 Chief Hixson, Duane and Patrice met with North Salt Lake City last week to discuss
124 justice court. So far staff has been impressed with their professionalism and is looking at possible
125 new arrangements to replace the current 50/50 split; e.g., pay a proportionate amount of our case
126 load.

127
128 **11. Council Reports.**

129
130 Kelly Enquist-

131 He commented that last week's planning commission meeting was very interesting. There
132 was a very good turn-out.

He asked about the timing of curb, gutter, and sidewalk on 1100 West from 500 South to Millcreek. Ben White responded that he is working with Century Link to remove overhead lines, but it is not going well.

Debbie McKean-

Arts council would like the July 4th events on Friday, July 1 and Saturday, July 2. After some discussion, the dates were thought to be ok.

She said the Prospector trail looks nice after the UTA clean-up, and there was some discussion about how the City plans to maintain the trail.

Mark Preece –

Youth council is excited for Christmas on Onion St, Monday, December 7. The Sewer board is working on its budget, and is going ahead with methane recovery.

James Ahlstrom –

Nothing to report.

Mayor Romney-

Reported that a yield sign in front of school was changed to a stop sign; neighbors appreciate it.

12. Approval of Minutes from the November 13, 2015 and November 17, 2015 City Council Meetings.

MOTION: *James Ahlstrom moved to approve the minutes from the December 1, 2015 meeting. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

13. Possible Executive Session for the Purpose of Discussing Items as Allowed, Pursuant to Utah Code Annotated 52-4-205.

There was no need for an Executive session.

14. Adjourn

MOTION: *Kelly Enquist moved to adjourn this meeting of the West Bountiful City Council at 9:15 p.m. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council on Tuesday, December 15, 2015.

Cathy Brightwell (City Recorder)