

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Andrew Williams

550 North 800 West
West Bountiful, Utah 84087

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

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING - **AMENDED**

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM, ON TUESDAY, NOVEMBER 15, 2016, AT THE CITY HALL, 550 N 800 WEST

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – James Ahlstrom

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Public Hearing Regarding the Vacation of a Public Utility Easement on the North Boundary of Lot 15, Heritage Pointe Subdivision, 871 N 800 West for Brandon Jones.
4. Consider Resolution 398-16, A Resolution Vacating a Public Utility Easement on the North Boundary of Lot 15, Heritage Pointe Subdivision, 871 N 800 West, for Brandon Jones.
5. *Consider Request by Brandon Jones to Remove Lot 15 of Heritage Pointe Subdivision, 871 N 800 West, from the West Bountiful Historic District.*
6. *Consider Final Plat Approval for Dirty Dog Subdivision, at 887 N 800 West for Brandon Jones.*
7. Consider Resolution 399-16, A Resolution Re-appointing Council Member Preece to the South Davis Sewer Board of Trustees.
8. Consider Resolution 400-16, A Resolution Approving the 2016 Interlocal Cooperation Agreement for the Davis Metro Narcotics Strike Force.
9. Consider Resolution 401-16, A Resolution Adopting the Davis County Natural Hazard Pre-Disaster Mitigation Plan As Required by the Federal Disaster Mitigation and Cost Reduction Act of 2000.
10. *Consider Ordinance 383-16, An Ordinance Modifying Title 17 to Remove Planned Unit Developments as a Conditional Use from Residential and Agricultural Districts.*
11. Public Works/Engineering Report.
12. Administrative Report.
13. Mayor/Council Reports.
14. Approve Minutes from the October 11, 2016, City Council Meeting.
15. Possible Closed Session for the Purpose of Discussing Items Allowed, Pursuant to Utah Code Annotated 52-4-205.
16. 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 November 10, 2016. **The Amended Agenda was re-posted on November 14, 2016.***

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NOTICE OF PUBLIC HEARING

A public hearing will be held by the West Bountiful City Council at its regular meeting on Tuesday, November 15, 2016 at the City offices, 550 N 800 West, beginning at 7:30 p.m., or as soon thereafter as dictated by the agenda.

The purpose of the hearing is to receive public comment regarding the vacation of a Public Utility Easement on the north boundary of Lot 15, Heritage Pointe, 871 N 800 West.

All interested parties are invited to participate in the hearing. Written comments may be submitted prior to the meeting.

Cathy Brightwell
City Recorder

MEMORANDUM



TO: Mayor and City Council
DATE: November 11, 2016
FROM: Ben White
RE: **Vacate Easement at 871 N 800 West**

BACKGROUND

Brandon Jones wishes to construct an addition on the south side of his house. There are two land use actions required to permit Mr. Jones to proceed. First is to join the current house property and the adjacent subdivided lot into one property. The second land use action is to vacate a public utility easement along the north boundary of the Heritage Point Lot 15. The City's consideration of the subdivision plat will be addressed separately.

VACATE EASEMENT

One stipulation of a building permit is that there are no utility easement conflicts with the proposed building. Mr. Jones 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.

Staff does not foresee any negative impacts to the City with vacating the fifteen foot wide side yard easement which is highlighted on the attached plat. Assuming the Dirty Dog subdivision is approved and recorded. A new seven foot wide easement will be granted on the south side of the property.

It is staff's recommendation that Resolution 398-16 be approved which would vacate the side yard easement at 871 N 800 West as described above.

WEST BOUNTIFUL CITY

RESOLUTION #398-16

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF A PORTION OF SIDE PUBLIC UTILITY EASEMENT LOCATED AT 871 NORTH 800 WEST, LOT 15 HERITAGE POINTE

WHEREAS, West Bountiful City has been petitioned by the owner of the above mentioned property to vacate a portion of the side yard public utility easement for the purpose of building an addition to his home; and

WHEREAS, a public notice was published on November 4, 2016 in the Salt Lake Tribune and Deseret News and posted on the Utah Public Notice website and City website; and

WHEREAS, a public hearing was held on November 15, 2016 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 attached RELEASE OF EASEMENT for the property located at 871 North 800 West.

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 November, 2016.

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember Preece	___	___
Councilmember Williams	___	___

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
871 North 800 West
Tax ID: 06-286-0045

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective _____, 2016 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and Brandon and Yvette Jones (collectively, “*Owner*”).

Owner owns certain real property located at 871North 800 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 described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No. 398-16, 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 ACKNOWLEDGMENTS. 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:

BRANDON JONES

YVETTE JONES

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2016, 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.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2016, Brandon Jones and Yvette Jones 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 15, HERITAGE POINTE SUBDIVISION. CONT. 0.24000 ACRES ALSO: BEG 43.39 FT S 0°19'34" E ALG THE W LINE OF A STR FR THE SE COR OF LOT 1, SUMMERTREE (AMD PLAT) AT A PT N 89°57' W 247.83 FT ALG THE SEC LINE & S 0°19'34" E 439.03 FT ALG SD STR FR THE N 1/4 COR OF SEC 24-T2N-R1W, SLM; & RUN TH W 180.0 FT; TH N 0°19'34" W 43.39 FT TO THE S LINE OF SD SUB; TH W 110.0 FT; TH S 0°19'34" E 93.39 FT; TH E 290.0 FT TO THE W LINE OF 800 WEST STR; TH N 0°19'34" W 50.0 FT ALG SD STR TO THE POB. CONT. 0.450 ACRES TOGETHER WITH & SUBJECT TO A DESC R/W. ALSO: BEG AT A PT 106.07 FT W FR THE SE COR OF LOT 8, SUMMERTREE AMD, PART OF THE NW 1/4 OF SEC 24-T2N-R1W, SLM; TH W 31.08 FT TO TH E LINE OF LOT 9, SD SUB; TH N 15°08'15" W 5.05 FT TO THE S'LY LINE OF A STR; TH E'LY 32.18 FT ALG THE ARC OF A 50 FT RAD CURVE TO THE LEFT; TH S 15°08'15" E 23.17 FT TO THE POB. COMMON AREA SUMMERTREE. CONT. 0.010 ACRES TOTAL ACREAGE 0.70 ACRES

EXHIBIT B
(Legal Description of the Easement)

Part of Lot 15 of the Heritage Pointe Subdivision located in the Northwest Quarter 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 North 89°58'11" West 10.00 feet along the north lot line from the northeast corner of Lot 15 of the Heritage Pointe Subdivision, West Bountiful City, Davis County, Utah thence

North 89°58'11" West 100.80 feet along the north lot line;

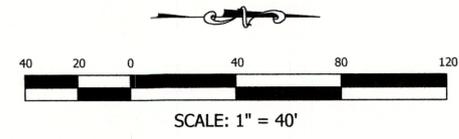
Thence South 00°00'00" East 15.00 feet;

Thence South 89°58'11" East 100.79 feet;

Thence North 00°02'13" East 15.00 feet to the point of beginning.

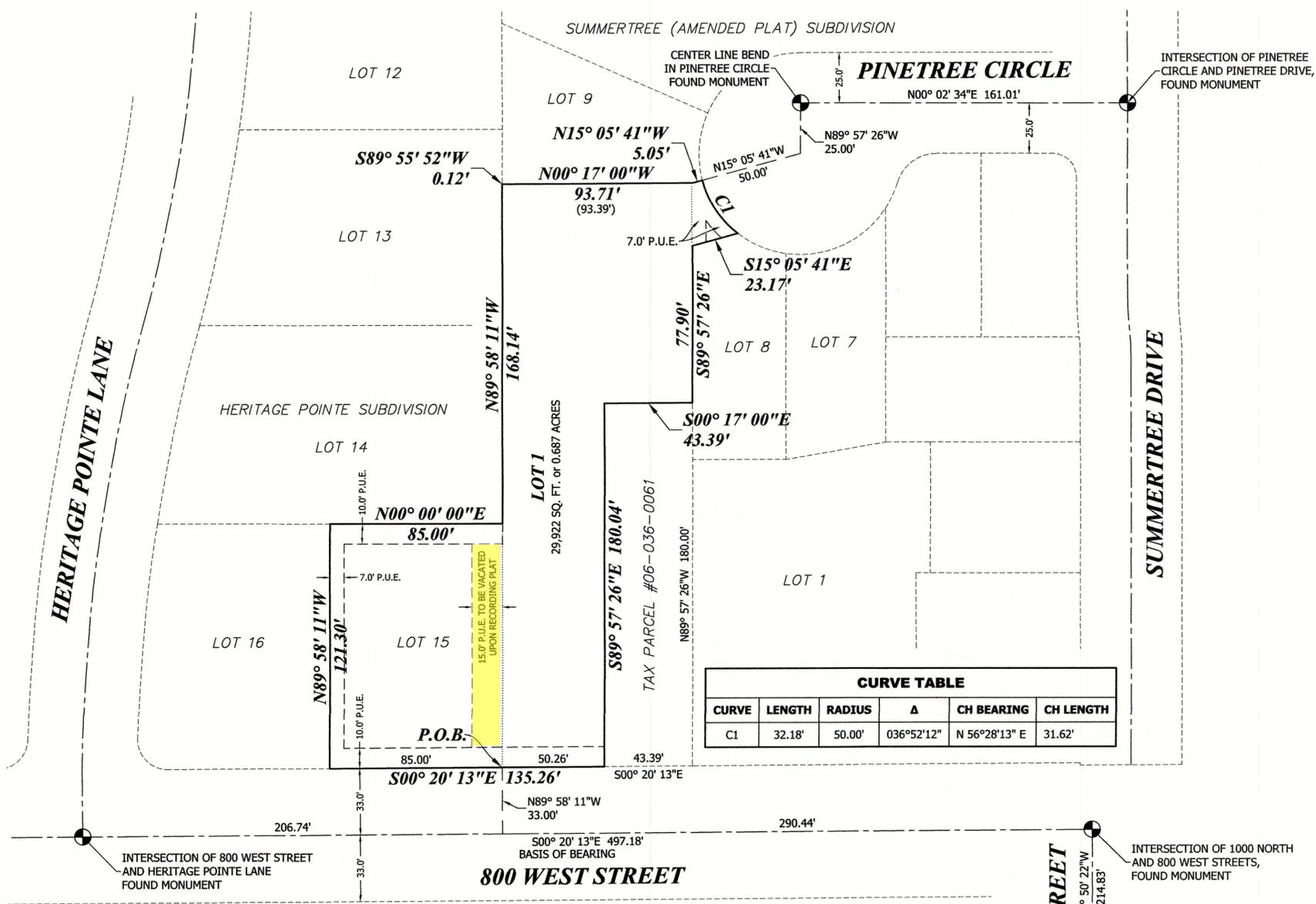
DIRTY DOG SUBDIVISION

ALL OF LOT 15, HERITAGE POINTE SUBDIVISION, AND ALL OF THE COMMON AREA BETWEEN LOTS 8 & 9, SUMMERTREE (AMENDED PLAT) SUBDIVISION, AND AN ADDITIONAL PARCEL LOCATED IN THE NORTHWEST 1/4 OF SECTION 24, T.2N., R.1W., S.L.B.&M. WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
OCTOBER 2016



LEGEND

PROPERTY LINE	—————
LOT LINE	-----
ADJACENT PROPERTY	-----
ROAD CENTERLINE	-----
SECTION LINE	-----
TIE TO MONUMENT	-----
EASEMENT LINE	-----
RECORD CALLS ()	()
SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○



- NOTES:**
1. ALL DIMENSIONS ARE IN US SURVEY FEET.
 2. EASEMENTS ARE 10.0 FEET WIDE FOR FRONT AND REAR YARDS AND 7.0 FEET SIDE YARDS, AS SHOWN, UNLESS OTHERWISE NOTED.
 3. APPROVAL OF THIS DEVELOPMENT PLAT BY WEST BOUNTIFUL CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF THE SUB-SURFACE SOIL CONDITIONS NOR THE LOCATION OR DEPTH OF GROUND WATER TABLES.
 4. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT.
 5. INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR SURFACE DRAINAGE FROM THEIR LOTS. THE CITY IS NOT RESPONSIBLE FOR DRAINAGE FROM PRIVATE PROPERTY. THE CITY WILL ENFORCE GRADING PROVISIONS TO THE BUILDING CODE.

SURVEYOR'S CERTIFICATE

I, VON R. HILL DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 166385 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THE PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS:

DIRTY DOG SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: 25 OCT 2016
 PROFESSIONAL LAND SURVEYOR No. 166385
 VON R. HILL
 HILL & ARGYLE, INC.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF 800 WEST STREET, SAID POINT BEING SOUTH 00°02'54" EAST 197.96 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 89°50'22" WEST 214.83 FEET ALONG THE CENTER LINE OF 1000 NORTH STREET TO A CENTERLINE MONUMENT AND SOUTH 00°20'13" EAST 290.44 FEET ALONG THE CENTERLINE OF 800 WEST STREET AND NORTH 89°58'11" WEST 33.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 00°20'13" EAST 85.00 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 16, HERITAGE POINTE SUBDIVISION; THENCE NORTH 89°58'11" WEST 121.30 FEET ALONG THE NORTH LINE OF LOT 16 TO THE EAST LINE OF LOT 14, HERITAGE POINTE SUBDIVISION; THENCE NORTH 00°00'00" EAST 85.00 FEET ALONG THE EAST LINE OF LOT 14 TO THE NORTH LINE OF HERITAGE POINTE SUBDIVISION; THENCE NORTH 89°58'11" WEST 168.14 FEET ALONG SAID NORTH LINE; THENCE SOUTH 89°55'52" WEST 0.12 FEET ALONG SAID NORTH LINE TO THE EXTENSION OF THE EAST LINE OF LOT 9, SUMMERTREE (AMENDED PLAT) SUBDIVISION; THENCE NORTH 00°17'00" WEST 93.71 FEET ALONG SAID EAST LINE AND EXTENSION TO THE LOT CORNER; THENCE NORTH 15°05'41" WEST 5.05 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PINE TREE CIRCLE AT A POINT ON A 50.00-FOOT-RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 32.18 FEET ALONG SAID SOUTH LINE AND CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", CHORD BEARS NORTH 56°28'13" EAST 31.62 FEET, TO A CORNER OF LOT 8 OF THE SUMMERTREE (AMENDED PLAT) SUBDIVISION; THENCE SOUTH 15°05'41" EAST 23.17 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE SOUTH LINE OF THE SUBDIVISION; THENCE SOUTH 89°57'26" EAST 77.90 FEET ALONG SAID SUBDIVISION LINE; THENCE SOUTH 00°17'00" EAST 43.39 FEET; THENCE SOUTH 89°57' 26" EAST 180.04 FEET TO THE WEST LINE OF 800 WEST STREET; THENCE SOUTH 00°20'13" EAST 50.26 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINS 29,922 SQ. FT. OR 0.687 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

DIRTY DOG SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

BRANDON JONES

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, BRANDON JONES, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____
 RESIDENCE: _____
 MY COMMISSION EXPIRES: _____

H&A Entellus
 181 North 200 West, Suite #4
 Bountiful, Utah 84010
 Phone 801-298-2236
 Fax 801-298-5983
 PROJ #1359001
 OCT 2016

RECOMMENDED FOR APPROVAL
 APPROVED THIS _____ DAY OF _____
 A.D., 20____.
 WEST BOUNTIFUL CITY ENGINEER

RECOMMENDED FOR APPROVAL
 APPROVED THIS _____ DAY OF _____
 A.D., 20____ BY THE PLANNING COMMISSION OF WEST
 BOUNTIFUL CITY.
 WEST BOUNTIFUL CITY ATTORNEY

RECOMMENDED FOR APPROVAL
 APPROVED THIS _____ DAY OF _____
 A.D., 20____.
 WEST BOUNTIFUL CITY ATTORNEY

WEST BOUNTIFUL CITY COUNCIL
 APPROVED THIS _____ DAY OF _____ A.D.,
 20____ BY THE WEST BOUNTIFUL CITY COUNCIL.
 CITY RECORDER ATTEST _____
 MAYOR: _____

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

MEMORANDUM



TO: Mayor and City Council

DATE: November 14, 2016

FROM: Ben White

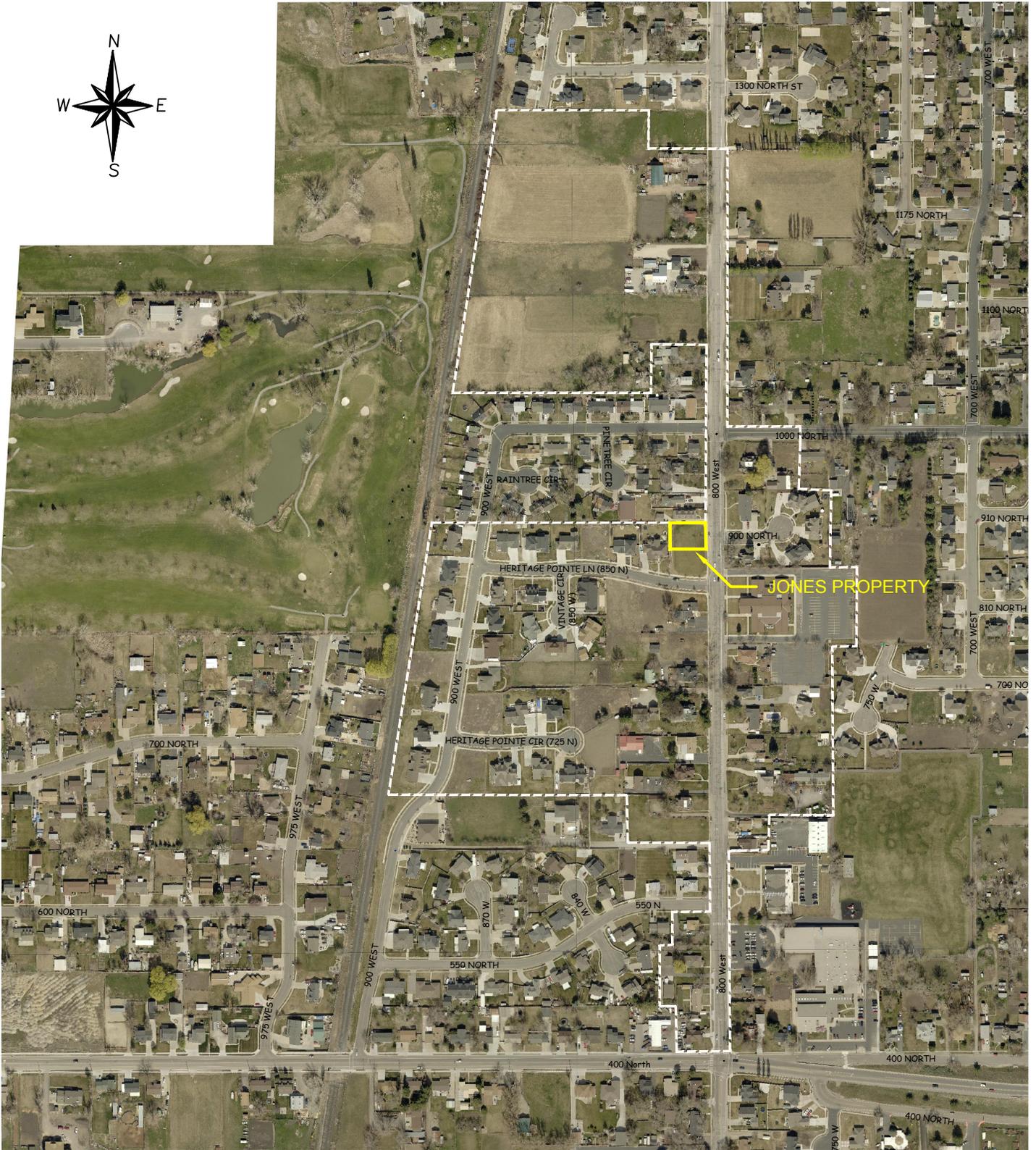
RE: Request to remove the property at 871 N 800 W from the Historic District

Brandon Jones desires to construct an addition on to the south side of his home at 887 N 800 West. In order for staff to process the building permit application, the addition must be constructed on the same lot as the existing house.

The existing Jones residence is not in the Historic District. But the Heritage Pointe lot 15 which is being combined to his existing house parcel is in the District. Mr. Jones is requesting that the entire property in the Dirty Dog Subdivision not be included in the Historic District since his plan is to construct an addition on to an existing house which is not subject to the Historic District requirements.

The recommendation by the Planning Commission to the City Council is to amend the Historic District boundary to exclude what is currently Heritage Pointe Subdivision Lot 15 from the Historic District.

WEST BOUNTIFUL HISTORIC DISTRICT MAP



MEMORANDUM



TO: Mayor and City Council

DATE: November 14, 2016

FROM: Ben White

RE: Dirty Dog Subdivision at 887 N 800 W

Brandon Jones desires to construct an addition on to the south side of his home at 887 N 800 West. In order for staff to process the building permit application, the addition must be constructed on the same lot as the existing house.

The home addition would be predominately constructed on the Heritage Pointe lot 15 and connect to an existing house outside of the subdivision. A new subdivision plat must be prepared to properly join the properties into one.

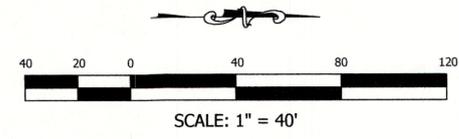
A public hearing was held on November 10th. Following the public hearing the Planning Commission recommended plat approval to the City Council is for Final Plat.

The Planning Commission discussed whether the applicant should be responsible for the construction of concrete curb along the 800 West frontage or not. The Planning Commission did not recommend the Jones' be responsible for curb construction because the installation of curb along 800 West was originally a requirement of the Heritage Pointe Subdivision. Then somewhere in the Historic District discussions, the developer was released from the requirement to construct curb along 800 West. The Jones purchased an improved subdivision lot where the expectation is that the developer had already constructed all the required public improvements.

Staff believes the plat meet the minimum requirements for approval.

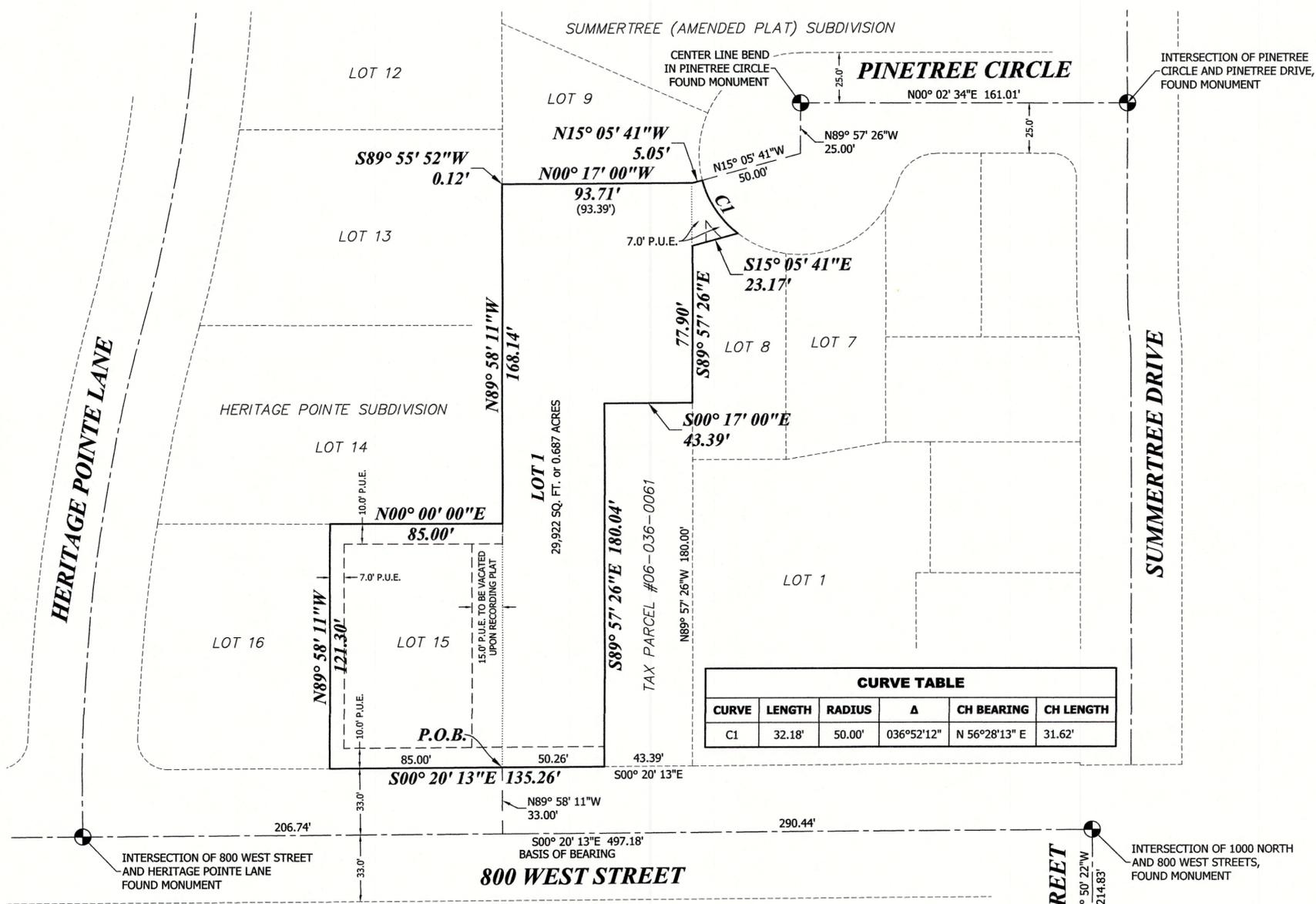
DIRTY DOG SUBDIVISION

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OCTOBER 2016



LEGEND

PROPERTY LINE	—————
LOT LINE
ADJACENT PROPERTY	-----
ROAD CENTERLINE	-----
SECTION LINE	-----
TIE TO MONUMENT	-----
EASEMENT LINE	-----
RECORD CALLS ()	()
SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○



CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	32.18'	50.00'	036°52'12"	N 56°28'13" E	31.62'

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SURVEYOR'S CERTIFICATE

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DIRTY DOG SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

25 OCT 2016
DATE
No. 166385
VON R. HILL
PROFESSIONAL LAND SURVEYOR
HILL & ARGYLE, INC.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF 800 WEST STREET, SAID POINT BEING SOUTH 00°02'54" EAST 197.96 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 89°50'22" WEST 214.83 FEET ALONG THE CENTER LINE OF 1000 NORTH STREET TO A CENTERLINE MONUMENT AND SOUTH 00°20'13" EAST 290.44 FEET ALONG THE CENTERLINE OF 800 WEST STREET AND NORTH 89°58'11" WEST 33.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 00°20'13" EAST 85.00 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 16, HERITAGE POINTE SUBDIVISION; THENCE NORTH 89°58'11" WEST 121.30 FEET ALONG THE NORTH LINE OF LOT 16 TO THE EAST LINE OF LOT 14, HERITAGE POINTE SUBDIVISION; THENCE NORTH 00°00'00" EAST 85.00 FEET ALONG THE EAST LINE OF LOT 14 TO THE NORTH LINE OF HERITAGE POINTE SUBDIVISION; THENCE NORTH 89°58'11" WEST 168.14 FEET ALONG SAID NORTH LINE; THENCE SOUTH 89°55'52" WEST 0.12 FEET ALONG SAID NORTH LINE TO THE EXTENSION OF THE EAST LINE OF LOT 9, SUMMERTREE (AMENDED PLAT) SUBDIVISION; THENCE NORTH 00°17'00" WEST 93.71 FEET ALONG SAID EAST LINE AND EXTENSION TO THE LOT CORNER; THENCE NORTH 15°05'41" WEST 5.05 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PINE TREE CIRCLE AT A POINT ON A 50.00-FOOT-RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 32.18 FEET ALONG SAID SOUTH LINE AND CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", CHORD BEARS NORTH 56°28'13" EAST 31.62 FEET, TO A CORNER OF LOT 8 OF THE SUMMERTREE (AMENDED PLAT) SUBDIVISION; THENCE SOUTH 15°05'41" EAST 23.17 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE SOUTH LINE OF THE SUBDIVISION; THENCE SOUTH 89°57'26" EAST 77.90 FEET ALONG SAID SUBDIVISION LINE; THENCE SOUTH 00°17'00" EAST 43.39 FEET; THENCE SOUTH 89°57' 26" EAST 180.04 FEET TO THE WEST LINE OF 800 WEST STREET; THENCE SOUTH 00°20'13" EAST 50.26 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINS 29,922 SQ. FT. OR 0.687 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

DIRTY DOG SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

BRANDON JONES

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, BRANDON JONES, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

H&A Entellus
181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Fax 801-298-5983
PROJ #1359001
OCT 2016

RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____
A.D., 20____.
WEST BOUNTIFUL CITY ENGINEER

RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____
A.D., 20____ BY THE PLANNING COMMISSION OF WEST
BOUNTIFUL CITY.
WEST BOUNTIFUL CITY ATTORNEY

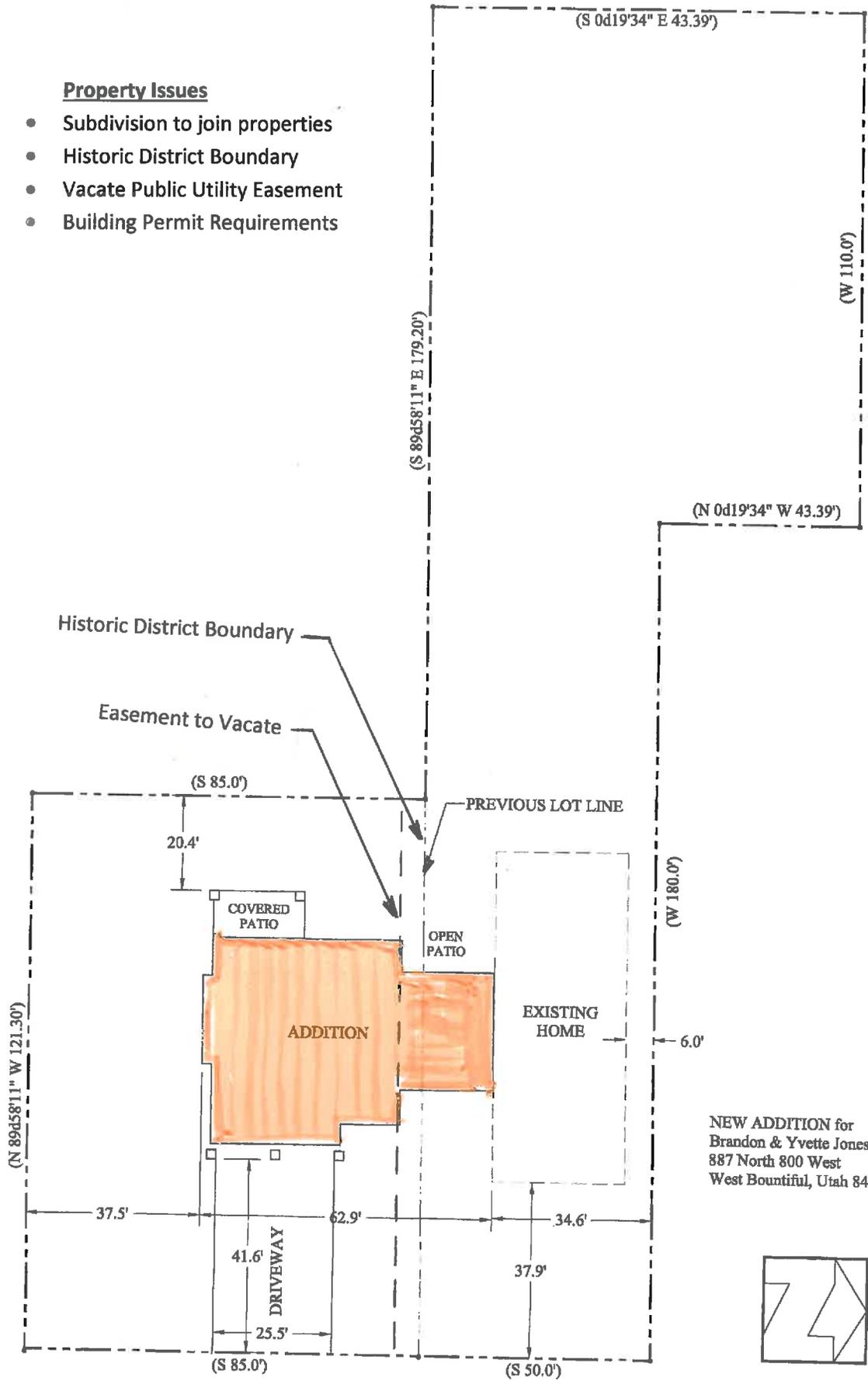
RECOMMENDED FOR APPROVAL
APPROVED THIS _____ DAY OF _____
A.D., 20____.
WEST BOUNTIFUL CITY ATTORNEY

WEST BOUNTIFUL CITY COUNCIL
APPROVED THIS _____ DAY OF _____ A.D.,
20____ BY THE WEST BOUNTIFUL CITY COUNCIL.
CITY RECORDER ATTEST _____
MAYOR: _____

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

Property Issues

- Subdivision to join properties
- Historic District Boundary
- Vacate Public Utility Easement
- Building Permit Requirements



NEW ADDITION for
Brandon & Yvette Jones
887 North 800 West
West Bountiful, Utah 84087



SITE PLAN

SCALE: 1" = 20'

WEST BOUNTIFUL CITY

RESOLUTION #399-16

A RESOLUTION RE-APPOINTING COUNCIL MEMBER PREECE TO THE SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES

WHEREAS, West Bountiful City is entitled to appoint a member of the Board of Trustees of the South Davis Sewer District for the purpose of representing the interests of the City on said Board; and

WHEREAS, the West Bountiful City council appointed Council Member Preece to the Board of Trustees for the term commencing January 2, 2013 and concluding January 4, 2017, who has been a capable and conscientious representative for the interests of West Bountiful City.

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

Section 1. Appointment. The governing body of West Bountiful City hereby re-appoints Mark Preece to the South Davis Sewer District Board of Trustees to serve for a term commencing January 4, 2017 and concluding January 4, 2021. The appointed representative shall make reports to the governing body regarding the activities of the South Davis Sewer District as requested by the governing body.

Section 2. Effective Date. This Resolution shall become effective immediately upon its passage and the appointment herein set forth shall be deemed effective January 4, 2017.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY, STATE OF UTAH, ON THIS 15TH DAY OF NOVEMBER, 2016.

Ken Romney, Mayor

VOTING:

James Ahlstrom	Yea _____	Nay _____
James Bruhn	Yea _____	Nay _____
Kelly Enquist	Yea _____	Nay _____
Mark Preece	Yea _____	Nay _____
Andrew Williams	Yea _____	Nay _____

ATTEST:

Cathy Brightwell, City Recorder

WEST BOUNTIFUL CITY

RESOLUTION #400-16

A RESOLUTION APPROVING THE 2016 INTERLOCAL COOPERATION AGREEMENT FOR THE DAVIS METRO NARCOTICS STRIKE FORCE

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the West Bountiful City Council met in a regular session on November 15, 2016 to consider, among other things, entering into a new interlocal cooperation agreement with Davis County and various municipalities; and,

WHEREAS, all of the parties have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that INTERLOCAL COOPERATION AGREEMENT DAVIS METRO NARCOTICS STRIKE FORCE found in Exhibit A is hereby adopted.

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

Passed and approved by the City Council of West Bountiful City this 15^h day of November, 2016.

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember Preece	___	___
Councilmember Williams	___	___

ATTEST:

Cathy Brightwell, Recorder

RESOLUTION 400-16 EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

- A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

- A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.
- B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the

Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
 - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
2. The duties of the Executive Board shall be:
 - a. Review and coordinate the activities of the Strike Force generally.
 - b. Select a Strike Force Commander.
 - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
 - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
 - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
 - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
 - (5) The Commander shall perform such other duties as required by the Executive Board.
 - c. Establish by-laws and operating policy as needed.
 - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
 - (2) Operating policy is acted upon as provided by the By-Laws.
3. Designation of Lead Agency.
 - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
 - b. The Lead Agency will remain in place for a term determined by the Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice (“CCJJ”) requires a minimum of a four-year commitment from the Lead Agency.
 - c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction’s policies and procedures.
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the

incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.

- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

- A. Parties or participants to this agreement shall consist of two categories:
1. Manpower participants are those agencies that supply personnel to the Strike Force.
 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.
- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.
- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined appropriate by the Executive Board.

Section 7. Termination Provisions

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 1. The mutual written agreement of the Parties;
 - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
 - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

- A. Each party and participant hereby represents and warrants that:
 - 1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
 - 2. It is duly authorized to execute and perform this Interlocal Agreement; and
 - 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.
- L. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WEST BOUNTIFUL CITY

RESOLUTION #401-16

A RESOLUTION ADOPTING THE DAVIS COUNTY NATURAL HAZARD PRE-DISASTER MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Pre-Disaster Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency post-disaster funds; and,

WHEREAS, the Davis County Natural Hazard Pre-Disaster Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, West Bountiful City is within Davis County and participated in the update of the multi-jurisdictional Plan, the Natural Hazard Pre-Disaster Mitigation Plan; and,

WHEREAS, West Bountiful City is a local unit of government that has afforded its citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and,

WHEREAS, West Bountiful City is concerned about mitigating potential losses and has determined that it would be in the best interest of the community to adopt the Davis County Natural Hazard Pre-Disaster Mitigation Plan;

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Davis County Natural Hazard Pre-Disaster Mitigation Plan be adopted as West Bountiful City's Multi-Hazard Mitigation Plan as shown as Exhibit A.

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

Passed and approved by the City Council of West Bountiful City this 15th day of November, 2016.

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Williams	_____	_____
Councilmember Preece	_____	_____

ATTEST:

Cathy Brightwell, City Recorder

Resolution 401-16 Exhibit A

West Bountiful City's Portion of the Davis County Natural Hazard Pre-Disaster Mitigation Plan



Background Information

West Bountiful was first located in 1848 when pioneers made their way into the territory. It was incorporated as a town on January 28, 1949. The City is located about eight miles north of Salt Lake City and twenty-nine miles south of Ogden.

West Bountiful is a City of the fifth class and operates under a six-council member form of government, with an elected Mayor and five Council Members. The day-to-day operations are delegated to a City Administrator, who works hand-in-hand with the Mayor to ensure all city operations are well-run. City operations include a 24-7 police department, water, garbage/recycling, streets, storm water, snow removal, community development, and an Arts Council.

West Bountiful City is part of the South Davis Fire District which provides fire protection. Emergency management and pre-disaster mitigation responsibilities are coordinated by the West Bountiful City Police Department in partnership with local citizens that are appointed to the Emergency Preparedness Advisory Committee (EmPAC). Sanitary Sewer services are provided by the South Davis Sewer District. Animal Care and Control services are provided by Davis County.

The 5,300 residents enjoy a quiet, rural, equestrian life style. Many opportunities for cultural events are provided through a monthly concert series and arts displays. Major events include 4th of July celebration, Founders' Day celebration, and special activities for Halloween, Easter and Christmas. The City benefits from a vibrant commercial district along 500 West between 400 North and 500 South, with a variety of goods and services from restaurants and deli's to home improvement and savings club businesses.

The FrontRunner commuter rail has been running since April 2008, and the Legacy Parkway was opened in 2008. These were built to help alleviate the traffic load on Interstate 15 through the West Bountiful area. West Bountiful is a gateway community to Salt Lake County for travelers going south on I-15 and Legacy Parkway.

Specific Community Hazards

- **Earthquake.** West Bountiful's proximity to the mountains and the Wasatch Fault puts it at high risk of earthquake damage.
- **Flooding.** West Bountiful is located along the Wasatch Mountain Front. City facilities, trails, and homes sustained significant damage during the 1983 flooding disaster.
- **High Winds.** West Bountiful is subject to high winds. December, 2011 West Bountiful was subjected to extreme winds that caused significant damage to houses, trees, and other infrastructure.

Critical Facilities and Infrastructure

FACILITY	HAZARD/RISK	MITIGATION
500 South Water Tank	Water contamination, flooding, tank failure	New main line connection into tank. New main line from tank into West Bountiful
400 North Water Tank	Water contamination, flooding, tank failure	New main line from tank into West Bountiful
Bountiful Water Connection	Line Failure	

City Buildings and Facilities

FACILITY	HAZARD/RISK	MITIGATION
City Offices	Loss of vital city records; communication vehicles; day to day functions	Transfer paper records to digital and secondary back up off site. Update heavy equipment.
Police Department	Loss of vital police records; impact to day to day functions	Update servers and security.
Public Works Building	Loss/damage to response equipment	Developing plans to construct a new maintenance yard.
IT Network and Server	Loss of communications, Cyber Attacks	Enhance security, Contract with professional IT Services, new servers.
EOC	Loss of operability for EOC	Equip EOC; Preplanned secondary EOC and mobile EOC Trailer with equipment
Main Generator for City Office	Loss of power for critical operations	Enhance security and maintenance.
South Metro Davis Fire - Station #81	Loss/damage to response apparatus/personnel	Enhance structural earthquake resiliency
South Metro Davis Fire - Station #82	Loss/damage to response apparatus/personnel	Enhance structural earthquake resiliency
South Metro Davis Fire - Station #83	Loss/damage to response apparatus/personnel	Enhance structural earthquake resiliency
South Metro Davis Fire - Station #84	Loss/damage to response apparatus/personnel	Enhance structural earthquake resiliency
South Metro Davis Fire - Station #85	Loss/damage to response apparatus/personnel	Enhance structural earthquake resiliency

Stormwater Infrastructure

Storm Water Ditches	Flooding	Dredge and de-silt
Storm Water Lines	Flooding	New lines in many areas of city

Main Arterial Roads

	HAZARD/RISK	MITIGATION
500 South	Destruction, evacuation and response concerns	Maintain
400 North	Destruction, evacuation and response concerns	New road from 800 West to 1100 West
1100 West	Destruction, evacuation and response concerns	Proper maintenance, chip seal etc
800 West	Destruction, evacuation and response concerns	New areas a road and proper maintenance.
Pages Lane	Destruction, evacuation and response concerns	New road, curb and gutter, and below ground infrastructure
I-15	Destruction, evacuation and response concerns	State Road

Mitigation Strategies Implemented since the 2009 Plan

- Updating the City Emergency Operations Plan (EOP).
- Created the Emergency Preparedness Advisory Committee (EmPAC).
- Assigned the city’s emergency planning to the police department.
- Purchased a mobile trailer that was converted into a mobile command trailer.
- Purchased new vehicle and handheld police radios to replace outdated equipment and making bringing the radios into compliance with projected UCA changes.
- Purchased secondary radios for police, public works, and CERT.
- Started to store water and food supplies for city incident command.
- Increased emergency preparedness training, e.g., Spontaneous Volunteer Management.
- Participate in emergency drills, e.g., The Utah Great Shake Out.
- City CERT works in conjunction with the city government and has a representative on the EmPAC board.
- Purchased a new backhoe and loader that will be used in the event of a disaster.

Holly Frontier Refinery

Problem Identification: Fire, Explosion, Chemical Leak.

Goal: Continue a good working relationship with Holly to include quality communication and collaboration on projects that affect the city.

Objective (Priority HIGH): Mitigate potential fire and explosion damage.

Action: *Replace main waterline on 500 South to improve water flow to refinery in the event of fire or explosion*

Time Frame: Compete by October, 2016

Funding: Holly Refining

Estimated Cost: \$500,000

Staff: City Administration, Public Works, Engineer, etc.

Jurisdictions: West Bountiful City

Flooding

Problem Identification: West Bountiful City is traversed by several canals which may be subject to flooding in severe storm events. These canals overtopped their banks in the 1983 flood disaster, resulting in thousands of dollars in damages. Significant funding following the 1983 flood greatly reduced flood vulnerability in those areas. Ongoing maintenance of these floodways by the county will continue to mitigate this threat.

Objective (Priority HIGH): Maintain identified flood threat areas.

Action: *Annually inspect and remove debris in stream channels and debris basins.*

Time Frame: Annually

Funding: City

Estimated Cost: Minimal

Staff: City Administration, Public Works, Engineer, etc.

Jurisdictions: West Bountiful City

Earthquake

Problem Identification: Critical facilities do not meet seismic standards. Water tanks supplying water to city.

OBJECTIVE (Priority High): Replace main water line from 500 South water tank to city. Replace aging waterlines supplying water to the city. Replace Questar gas lines that supply gas to the city.

Action 1: *Replace main water line from 500 South water tank to city*

Time Frame: Completed 2016

Funding: City funds/Holly Refinery

Estimated Cost: \$1million

Staff: City Administration, Public Works, Engineer, etc.

Jurisdictions: West Bountiful City

Action 2: *Replace aging high pressure gas lines which serve a large portion of West Bountiful City (by Questar Gas). These gas lines cross several fault traces, and are subject to failure in the event of fault movement or a reasonably expected seismic event.*

Time Frame: Ongoing

Funding: Minimal

Estimated Cost: Unknown

Staff: City/Questar Gas

Jurisdictions: West Bountiful City

Action 3: *West Bountiful City has an ongoing, annual program of replacing aging cast iron culinary water pipe, which is very susceptible to earth movement, with flexible PVC pipe, which is better able to withstand earth movement caused by a seismic event.*

Time Frame: Ongoing

Funding: City

Estimated Cost: \$500,00/year

Staff: City Administration, Public Works, Engineer, etc.

Jurisdictions: Bountiful City

Multi-Hazards

Problem Identification: West Bountiful City's emergency operations plan is in the process of being updated.

OBJECTIVE (Priority HIGH): Improve communications, mitigate the impacts of and be prepared for emergency situations and hazards.

Action 1: *Update Emergency Operations Plan*

Time Frame: 2017

Funding: Federal and Local

Estimated Cost: Unknown

Staff: City Administration, Police, Public Works, Engineer, EmPAC, etc.

Jurisdictions: West Bountiful City

Action 2: *Enhance IT Network and Server Security*

Time Frame: Unknown, depending on funding

Funding: Local and State

Estimated Cost: Unknown

Staff: City Administration, Police Department

Jurisdictions: West Bountiful City

WEST BOUNTIFUL CITY

ORDINANCE #383-16

AN ORDINANCE AMENDING THE WEST BOUNTIFUL MUNICIPAL CODE TO REMOVE PLANNED UNIT DEVELOPMENTS AS A CONDITIONAL USE FROM RESIDENTIAL AND AGRICULTURAL DISTRICTS

WHEREAS, Utah Code Annotated § 10-9a, also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Zoning and Subdivision Ordinances; and,

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

WHEREAS, the West Bountiful Planning Commission held a public hearing on November 10, 2016, to consider removing Planned Unit Developments as a conditional use in residential and agricultural districts and received no objection to the proposed changes; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council adoption of language that removes Planned Unit Developments as a conditional use in the R-1-10, R-1-22, and A-1 districts.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT SECTIONS 17.16.030, 17.20.030, AND 17.24.030 OF THE WEST BOUNTIFUL CITY CODE BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A:

Adopted this 15th day of November, 2016. This ordinance will become effective upon signing and posting.

By:

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

Attest:

Cathy Brightwell, City Recorder

Chapter 17.16 AGRICULTURAL DISTRICT A-1

17.16.030 Conditional Uses.

The following uses are conditional in the agricultural district A-1:

- A. Equestrian facilities, commercial stables;
 - B. Public or quasi-public uses;
 - C. Child day care or nursery;
 - D. Flag lots;
 - E. Natural resource extraction;
 - ~~F.~~ ~~Planned unit development (PUD);~~
 - ~~G.~~ ~~F.~~ Residential facility for elderly persons;
 - ~~H.~~ ~~G.~~ Kennels;
 - ~~I.~~ ~~H.~~ Residential facility for a disabled family member;
 - ~~J.~~ ~~I.~~ Restricted Lots (see definitions, Section 17.04.030); and
 - ~~K.~~ ~~J.~~ Accessory Dwelling Units (ADU).
-

Chapter 17.20 RESIDENTIAL DISTRICT R-1-22

17.20.030 Conditional uses.

The following uses are conditional in the residential district R-1-22:

- A. Child day care or nursery;
 - B. Flag lot;
 - ~~C.~~ ~~Planned unit development;~~
 - ~~D.~~ ~~C.~~ Public, quasi-public uses;
 - ~~E.~~ ~~D.~~ Residential facility for elderly persons ;
 - ~~F.~~ ~~E.~~ Accessory Dwelling Units (ADU); and
 - ~~G.~~ ~~F.~~ Restricted lots (see Definitions - Section 17.04.030).
-

Chapter 17.24 RESIDENTIAL DISTRICT, R-1-10

17.24.030 Conditional uses.

The following uses are conditional in the residential district R-1-10:

- ~~A.~~ ~~Planned unit developments.~~
- ~~B.~~ ~~A.~~ Public, quasi-public uses.
- ~~C.~~ ~~B.~~ Residential facility for elderly persons.
- ~~D.~~ ~~C.~~ Accessory Dwelling Units (ADU).
- ~~E.~~ ~~D.~~ Restricted lots, (see Definitions (Section 17.04.030)).
- ~~F.~~ ~~E.~~ Flag Lots;
- ~~G.~~ ~~F.~~ Child day care or nursery.

Minutes of the West Bountiful City Council meeting held on Wednesday, November 1, 2016 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom (beginning with Agenda Item #4), Kelly Enquist, James Bruhn, Mark Preece, and Andrew Williams

STAFF: Duane Huffman (City Administrator) and Steve Doxey (City Attorney), Police Chief Todd Hixson, Ben White (City Engineer), Cathy Brightwell (City Recorder)

GUESTS: Mr. and Mrs. Russell Baker, Alan Malan

Mayor Romney called the meeting to order at 7:32 pm

Invocation/Thought – Andy Williams offered a prayer; Kelly Enquist led the Pledge of Allegiance.

1. Accept Agenda.

MOTION: *James Bruhn Moved to Accept the Agenda with the following changes: Switch Item #4 and Item #3 and Follow #3 with a Closed Session to Discuss Pending Litigation. Andy Williams Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).

No public comments were offered.

3. Consider Resolution 397-16, A Resolution Adopting An Active Transportation Plan for West Bountiful City.

Ben White explained that the City is exploring funding opportunities that require an Active Transportation Plan be in place. Active transportation includes such things as walking, cycling, or skating, and is being touted in today's society as a means to improve health, reduce obesity, provide recreational opportunities, and improve air quality. The proposed plan is intended to be a guiding document when considering future transportation projects.

Mr. White reviewed the map included in the proposed Plan pointing out that it attempts to provide infrastructure focusing on major collector streets, such as 800 West, 1100 West, Pages Lane, and 400 North.

MOTION: Andy Williams made a Motion to Adopt Resolution 397-16 as described above. James Bruhn seconded the Motion which passed.

The vote was recorded as follows:

James Ahlstrom – Absent
James Bruhn – Aye
Kelly Enquist – Aye
Mark Preece – Aye
Andy Williams – Aye

Following discussion, Council member Bruhn asked about a section of 800 West between Pages Lane and the canal that currently has no striping. Ben responded that the City has had some difficulty replacing the former striping contractor but he will pass along the information to Public Works.

4. Consider Request for Water Impact Fee Waiver/Adjustment from Russell Baker.

The Baker's are interested in connecting their existing home located at 1308 N 550 West, which has been on a well since 1966, to the municipal water system, and they are requesting a cash reduction in the impact fee due by way of exchanging water rights. The City's current water impact fee of \$5,804 for a ¾" connection was intended to have new development activity pay its proportionate share of costs to public facility improvements. City Code 3.22.060 allows the City to consider a fee waiver for development activity it "determines to be of such benefit to the community as a whole to justify the exemption or adjustment. Such development activity may be attributable to tax-supported agencies, low income housing, or facilities of a temporary nature."

Duane Huffman reviewed three issues. 1) New Development – Impact fees are only required for development activity within the City; 2) Financial hardship – The Code does not address waiving or adjusting the fee based on financial hardship. If this is something Council is interested in, standards need to be developed to fairly establish what constitutes a hardship; and 3) Exchange in Value – The Code allows the city to waive or adjust a fee based on benefits to the community but the question is whether the proposed exchange of water rights constitutes a sufficient public benefit. Developers pay impact fees and dedicate their existing water rights or purchase sufficient rights for the new demand. Based on this principle, the City may want to consider amending the Code so that it is consistent for all new or upgraded connections. Also, the City experiences costs in transferring private water rights which will likely meet or exceed the listed value of the rights. He concluded by saying that for the above reasons, staff cannot recommend the

exchange as proposed as a sufficient public benefit to adjust the impact fees. He added that this may become a regular issue in the future as more residents find the need to connect to city water.

Mr. Baker addressed the Council. The key is what is a benefit to the community? Water rights have always been a major factor in the West, especially as we continue a long drought cycle. He said his home was built in 1966 and the homeowner paid fees appropriate to that time. The former owner chose not to hook up to city water even though fees were paid. They are concerned that if they have to pay again, they would be double paying. When the property was purchased they had an attorney handle the transfer of water rights, and they believe it will benefit city to own these water rights. In conclusion they said they believe their request is fair and represents a true value and benefit to the city.

There was discussion about the proposal. The Bakers were asked if they had a receipt showing the fees were paid to which they replied they did not. Mr. Baker added that a meter setter had been installed when the new water lines were installed several years ago.

Ben White commented that impact fees were not charged at that time. He explained that the City cannot just transfer the water rights at the State. Besides changing the ownership name, the point of diversion will need to change to a city well. The use will also change from domestic, agricultural and irrigation to municipal use. This will most likely result in a reduction in the water right quality. Further, a 1966 water right is not as valuable, for instance, as a 1896 water right.

Mr. Baker stated that even with changes, whatever is left would go to the City which is still a value.

Duane Huffman offered a potential solution. New homes include the price of impact fees in their overall costs which are financed over long periods of time; existing homes are not able to do that. The City may want to consider spreading the payments out over time to lessen the impact to these residents.

Council members commented on the proposal. Council member Williams understands it is a huge financial burden. Council member Bruhn suggested the Baker's try to sell the water rights on the open market to get best price. Mr. Baker responded that it is a long, laborious process, and not the preferable route they want to take. Council member Ahlstrom commented that it is a fair and logical request, but it is hard to determine the true benefits to the City. If they connect, it is development activity so under the Code the City could confiscate their water rights.

Duane Huffman pointed out that development activity defined for impact fees is different than development activity in a subdivision so it doesn't fit. The question is whether the value of water rights is sufficient to grant the waiver. He added that the City does not necessarily need the water rights based on current estimates.

There was discussion about similar situations including a property owner who recently connected to city water and paid impact fees.

Mayor Romney suggested that the Bakers' pay the fee and the City buy the water rights but determining the value will be difficult. What is value to city? Mr. Huffman commented buying and selling small amounts is challenging. For new subdivisions, the City charges \$2,400 per acre foot

for domestic use when no water rights are available, which is the only thing that may be appropriate for calculating a baseline.

Council member Ahlstrom offered three options. 1) Charge impact fees and they keep their water rights, 2) Use \$2,400 as the value of the water rights and credit it from the impact fees, or 3) If it can be found that they paid fees in 1966 and should have received a connection, we can waive the entire fee.

Ben White found that the building fee was \$6 in 1965. Does that mean a neighbor received a water connection for the same price? Duane pointed out that even if it did, Mr. Baker's property did not pay into enterprise funds over the decades. Impact fees are used to cover future development. They do not pay for maintenance but cover impacts to the system as development continues.

MOTION: *James Ahlstrom moved to credit the value of water rights based on current fee schedule, (\$2400), from the impact fee, and allow the Baker's to connect to city water. Supporting Findings show there is a benefit to the City that satisfies WBMC 3.22.060.A. Andy Williams seconded the Motion which passed with a vote of 3-2. Council members Bruhn and Enquist voted against the Motion.*

Council member Enquist commented following the vote that he is not sure what the true value of a water right is and he does not want to set a precedent.

5. Closed Session for the Purpose of Discussing Pending Litigation, Pursuant to Utah Code Annotated, 52-4-205(c).

MOTION: *James Ahlstrom Moved to go into Closed Session at 8:25pm in the Police Training Room to discuss pending litigation. Mark Preece seconded the Motion which passed.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Mark Preece – Aye
Andy Williams - Aye

MOTION: *Kelly Enquist moved to close the executive session at 9:55 pm. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

5. Public Works/Engineering Report (Ben White)

- 500 South Water Project – the road work is complete; we are now digging under the floor of the tank to make connections.
- 700 West – we have begun excavating soft spots in the road and trying to determine the cause of the problems. It appears it was not built the way we thought regarding depth of base and thickness of asphalt.
- After the addition of sidewalk on 800 West earlier this year, we have a couple properties with drainage issues. The Beyer's have water puddling issues now where water used to run into the neighboring field.

6. Administrative Report (Duane Huffman).

- Looking into Recreation, Arts, Parks, and Trails master plan; will bring back options to review.
- In the near future Duane will be sending a new structure for pay scales; he is interested in Council member's philosophies as we look at restructuring.
- It is time to get back with Century Link regarding sidewalk on 1100 West.
- The City continues to have discussions with Questar regarding our pipeline franchise ordinance and their current plan to use city street right-of-way.

7. Mayor/Council Reports.

Kelly Enquist – nothing to report.

Andy Williams – The youth council retreat last Friday night went well; Julie Thompson gave a great presentation.

James Bruhn – Wasatch Integrated meeting is tomorrow; sale of the landfill is complete. They are looking into a possible \$2/can/month rate hike with the new system. They are also still offering to set up a meeting and tour of the new facilities for elected officials. He added he has served on the executive board as secretary for several years but that there may be possible changes. A couple of street light ballasts are out – 937 Meadowlark and Pages Lane/Olsen Way).

Mark Preece – Special Sewer District convention is this week. Bonds (\$18M) for methane recovery project should be issued by year end.

James Ahlstrom – nothing to report.

Mayor Romney – nothing to report.

8. Approve Minutes from the October 18, 2016, City Council Meeting.

MOTION: *James Bruhn Moved to Approve the Minutes from the October 18, 2016 City Council Meeting. Mark Preece seconded the Motion which PASSED by Unanimous Vote of All Members Present.*

11. Adjourn.

MOTION: *James Bruhn moved to adjourn this meeting of the West Bountiful City Council at 10:15 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, November 15, 2016.

Cathy Brightwell (City Recorder)