CITY COUNCIL MEETING – 2ND AMENDMENT

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM, ON TUESDAY, NOVEMBER 21, 2017, AT CITY HALL, 550 N 800 WEST

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

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
5. Consider Request for Correction of Water Bill for the Cox Family.
6. Consider Request from Brian Olsen for a Variance to Build an Accessory Structure on his Property at 733 N 900 West.
7. Consider Final Plat Approval for The Manors at McKean Meadows at 1065 N 800 West.
8. Consider Ordinance #396-17, An Ordinance Removing all but Lot 1 of The Manors at McKean Meadows Subdivision, 1065 N 800 West, from the Historic Overlay District.
9. Consider Request from Ovation Homes to Suspend Excavation Restriction on Pages Lane for Cottages at Havenwood Power Supply Potholing.
11. Consider Authorization of UDOT Cooperative Agreement for Pages Lane Bike Lanes.
12. Consider Authorization of UDOT Cooperative Agreement for Pages Lane Pedestrian Access.
13. Consider Ordinance #397-17, An Ordinance Amending the West Bountiful Municipal Nuisance Code related to appeal authority.
14. Consider Adoption of Arbor Day Proclamation.
17. Administrative/Finance Report.
18. Mayor/Council Reports.
19. Approve Minutes from the October 17 and October 26, 2017 City Council Meetings.
20. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.

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

This amended agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council on November 20, 2017.
MEMORANDUM

TO: Mayor and City Council Members

DATE: November 16, 2017

FROM: Duane Huffman, Cathy Brightwell

RE: 2017 General Election – Canvass of Returns

Pursuant to Utah Code 20A-4 Part 3 (enclosed), the Mayor and City Council are the board of municipal canvassers for the City. Following each municipal election, the board must meet to canvass the election returns no sooner than seven days after the election and no later than 14 days after the election. “Canvass” is defined as reviewing the election returns and making an official declaration of the results.

At the canvass meeting, the board will:

1. Publicly open the returns and determine from them (a) the votes of each voting precinct for each person voted for, and (b) the votes for and against each ballot proposition voted upon at the election.

2. Declare “elected” those candidates that have the highest number of votes.

3. Declare “approved” ballot propositions that had more "yes" votes than "no" votes and were submitted only to the voters within the board’s jurisdiction.

4. Declare "rejected" those ballot propositions that had more "no" votes than "yes" votes or an equal number of "no" votes and "yes" votes and were submitted only to the voters within the board’s jurisdiction.

5. Certify the vote totals for persons and for and against ballot propositions that were submitted to voters within and beyond the board’s jurisdiction and transmit those vote totals to the lieutenant governor.

6. Review and sign the election report.

This year’s municipal general election was to fill one Mayoral seat and two city-wide seats on the City Council; therefore, the three candidates receiving the highest number of city-wide votes are those who will be elected.

A draft copy of the official report will be available for your review at the meeting on November 21 once the results are open. The official poll books are also available for your review to confirm ballot counts.
Ms. Kathy Lovoi at 831 W Pages Lane submitted the attached request for the council to consider a correction to her recent water bill due to a broken water pipe. Per West Bountiful Municipal Code 13.04.040, the city council acts as the board of equalization for water rates to “hear complaints and make corrections of any assessments alleged to be illegal, unequal, or unjust.”

For context, the following table shows Ms. Lovoi’s water usage and billings for the last six months.

<table>
<thead>
<tr>
<th>Month</th>
<th>Gallons</th>
<th>Water Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>3,000</td>
<td>$50.00</td>
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<tr>
<td>June</td>
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<tr>
<td>October</td>
<td>43,000</td>
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</table>

Based on her standard usage, it can be reasonably determined that the amount of water associated with Ms. Lovoi water line leak was about 295,000 gallons and overage charges of $315.64 above her normal base payments.

Ms. Lovoi states in her letter that her lack of experience with water line was the main reason she did not take action sooner. Acknowledging that an “error in judgement,” Ms. Lovoi is requesting that the city “forgive a position of the excessive water bill.”

The last two times such requests came before the city council (2014 and 2017), the council adjusted the full overage amount from residents’ bills on 660 W and on 800 W due to circumstances related to travel or medical incidents that prevented homeowners from repairing leaks in a more timely manner. The city does not track or necessarily know how many leaks occur each year, but it is safe to say that there are several, and generally residents/businesses simply pay for the extra use.
An estimated actual cost to the City to purchase the water lost in this leak is roughly $184.38 – this a subjective amount and does not account for everything needed to deliver water within the system.

The following are three options that the Council may be inclined to consider reducing Ms. Lovoi’s water charges by the following amounts:
1. $315.64 (the full overage costs)
2. $157.82 (half of the overage costs)
3. $131.27 (the portion of overage after the costs of the water is charged)
4. Some other reasonable adjustment.
5. Require full payment.
Mayor Ken Romney  
550 North 800 West  
West Bountiful UT 84087  
October 17, 2017  

Dear Mayor Romney and City Council,

My name is Kathy Loooi and I live at 831 West Pages Lane in West Bountiful. Sometime during the summer months of 2017, the waterline coming into my property was leaking resulting in a much larger than normal water bill. I didn’t realize it until a good portion of my front lawn was soggy with water at which time I took steps to repair it. I’m contacting you to see if West Bountiful would consider forgiving a portion of the water bill during this time period. I don’t remember the exact time-line of events when I noticed the first warning sign, but I’d like to explain what happened.

I first observed my lawn was very wet by the sidewalk. I thought I had a broken sprinkler line so I turned off Weber Water believing this would solve the problem until I could get someone to fix it, but because of the rain, I didn’t need to water and I forgot about it.

My bill consistently is $69.25 each month but in September 2017 my bill was $127.05. I meant to call and see why my bill was so high thinking possibly there was a meter reading error. I get home from work around 7pm, which is after-hours for West Bountiful City, so I wasn’t able to call about my bill. My intent was to call from work; however, while at work I would get distracted and forget to call. I paid $150 expecting a credit on my next bill.

I don’t walk on my lawn very often; however, when I went to pull some weeds and later when my lawn was mowed, I then realized I had a water problem not related to a broken sprinkler line.

This is the first time I’ve encountered a broken water line and I didn’t recognize the warning signs and assumed it was a sprinkler problem. I certainly didn’t realize how much water was leaking. I called my friend from the Bountiful City Water Department and he assessed the problem for me. It was after my water line was repaired that I received my next bill of $270.47, much larger than the previous one.

I realize this was a costly mistake and an error in my judgement, but I’m requesting the city forgive a portion of the excessive water bill. I would appreciate any help I could get.

Please call me at your convenience with any questions you may have.

Sincerely,

Kathy Loooi  
801-200-4442
## Utility Bill

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<th>BILLING DATE</th>
<th>ACCOUNT NO.</th>
<th>DUE DATE</th>
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<td>3.1605.2</td>
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<th>METER READINGS</th>
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</tr>
</tbody>
</table>

PB 127.05
CR 150.00 CR AD
WA274.17
GA 11.00
SD 3.75
RC 4.50

Payments made after 5pm on 09/30/17 not shown.
Fall clean-up October 14-21. Bins located in the north parking lot of City Park.

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>ACCOUNT NO.</th>
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KATHY LOVOI
831 W PAGES LANE
WEST BOUNTIFUL UT 84087

831 W PAGES LANE
TO: Mayor & Council

DATE: November 16, 2017

FROM: Duane Huffman

RE: Request for Water Bill Correction - Cox

The Cox family purchases water for property outside of city limits at 1298 W 1200 N and has submitted the attached request for the council to consider a correction to their recent water bill due to a broken water pipe. Per West Bountiful Municipal Code 13.04.040, the city council acts as the board of equalization for water rates to “hear complaints and make corrections of any assessments alleged to be illegal, unequal, or unjust.”

For context, the following table shows water usage on the Cox property and billings for the last six months.

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<td>$79.17</td>
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<td>$77.58</td>
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<td>October</td>
<td>352,000</td>
<td>$920.90</td>
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</table>

Based on the property’s standard usage, it can be reasonably determined that the amount of water associated with the water line leak was about 338,400 gallons and overage charges of $843.96 above normal payments.

The request states that the family worked immediately to stop the leak once discovered, but it also states that it may have taken up to 2 weeks before the leak was stopped. Acknowledging that the water usage is the families responsibility, they request that “at least of portion of it be forgiven.”

The last two times such requests came before the city council (2014 and 2017), the council adjusted the full overage amount from residents’ bills on 660 W and on 800 W due to circumstances related to travel or medical incidents that prevented homeowners from repairing leaks in a more timely manner. The city does not track or necessarily know how many leaks occur each year, but it is safe to say that there are several, and generally residents/businesses simply pay for the extra use.
An estimated actual cost to the City to purchase the water lost in this leak is roughly $211.50 – this a subjective amount and does not account for everything needed to deliver water within the system.

The following are three options that the Council may be inclined to consider reducing water charges by the following amounts:
1. $843.96 (the full overage costs)
2. $421.98 (half of the overage costs)
3. $632.46 (the portion of overage after the costs of the water is charged)
4. Some other reasonable adjustment.
5. Require full payment.
To whom it may concern,

My siblings and I are requesting a review of the bill for account 1.2105.1, which is billed in the name of Robert D Cox. We are Bob's grandchildren, and own a portion of the land that is billed under this account. We received this land from our Father's estate, as it was his land at the time of his passing.

We learned towards the end of September, beginning of October that there had been a water line break, and worked immediately to stop the water. Within a couple of weeks 2 of us went out and completed the repair, shutting off all water that is run to that portion of the land. None of my siblings or I are there much, and grandpa's widow can't see the land from her property, unless she goes out specifically to see it (which she would have no responsibility, or need to).

We are asking for your consideration in regards to lowering this unexpected bill. We fully understand and agree that it is our responsibility, but were hoping that at least a portion of it can be forgiven.

We appreciate your time in reviewing this situation, and hearing out our request. If you have any questions, you can reach me at 801.231.9063

Thank You,
Greg Cox
Mr. Brian Olsen applied for a variance for his property at 733 N 900 W the week of November 6th, 2017. The purpose of the variance is to allow the property owner to construct a 420 square foot carport (accessory structure) 1’ foot away from his home but connected at the roof line and 3’ off of the property line without being fire rated, which conflicts with the following sections of West Bountiful Municipal Code:

17.24.050(A)(2)(a) - The minimum side yard setback for all main structures is ten (10) feet for any one side, with a combined total of twenty-four (24) feet for both sides.

17.24.050(B) - Distance between main structures and accessory buildings. The minimum distance between all main structures and accessory use buildings shall be ten (10) feet, unless otherwise approved by the planning commission as a conditional use.

17.24.050(A)(2)(c) - Accessory structures may be erected within three (3) feet of the street side lot line if:
   (1) The accessory structure is set back from the front lot line farther than the rear line of the main structure;
   (2) Is two hundred (200) square feet or less;
   (3) Has a maximum height of nine (9) feet measured from the lowest finish ground level to the highest part of the roof; and
   (4) Complies with other requirements of this Code

This staff report will (1) briefly review state and city laws related to variances, and (2) analyze Mr. Olsen’s request in light of these laws.

**Variances**

A variance is a waiver or modification of the requirements of a land use ordinance as applied to property, and it runs with the land. The city council acts as the Appeal Authority in determining whether an applicant meets the mandated criteria, and its decision is effective when it issues a written decision, including findings.
The standard for obtaining a variance under state law is very high. The appeal authority may grant a variance only if:

1. Literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the land use ordinances.
   a. The unreasonable hardship must be located on or associated with the property and come from circumstances peculiar to the property, not from conditions that are general to the neighborhood. An unreasonable hardship may not be self-imposed or economic.

2. There are special circumstances attached to the property that do not generally apply to other properties in the same zone;
   a. The Special circumstances must relate to the hardship complained of and deprive the property of privileges granted to other properties in the same zone.

3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;

4. The variance will not substantially affect the general plan and will not be contrary to the public interest; and

5. The spirit of the land use ordinance is observed and substantial justice done.

If the applicant fails to prove all five requirements, the variance must be denied. In granting a variance, the city council may impose additional requirements on the applicant that will mitigate any harmful effects of the variance, or serve the purpose of the standard or requirement that is waived or modified.

Olsen Analysis
The following sections provide staff’s opinion of how the facts as presented by Mr. Olsen may or may not apply to the outlined criteria that must be met for a variance to be granted. This is made difficult by the fact that Mr. Olsen’s request did not specifically address the points that are required by law.

1. Literal enforcement of the ordinance would cause unreasonable hardship for Mr. Olsen that is not necessary to carry out the general purpose of the ordinance.

Mr. Olsen does not specifically state what would be the specific unreasonable hardship, but it can be assumed that it would be his inability store his boat on the desired location. However, Mr. Olsen has not provided evidence suggesting that his circumstances are peculiar to the property, not from conditions that are general to the neighborhood. Nor has he shown that this hardship is not be self-imposed or economic.

2. There are special circumstances attached to the Olsen property that do not generally apply to other properties in the same zone.

Mr. Olsen has not provided any information on special circumstances attached to his property that do not generally apply to other properties.
3. Granting the variance is essential to the enjoyment of a substantial property right enjoyed by other property in the same zone.

Mr. Olsen asks the council to consider past variance approvals and the placement of accessory structures throughout the city. Unfortunately, other structures, even those placed illegally without the city’s consent, do not constitute a property right for others in the community.

4. The variance will not substantially affect the general plan or be contrary to the public interest.

Mr. Olsen states that a structure built in good taste and appearing to be connected to the main house will be more appealing to the community than other ways he could store his boat.

However, staff believes that granting an exception to the ordinance under these specific set of circumstances would result in uneven standards that run contrary to the general plan and public interest. And, if other properties were able to obtain a similar variance, the standard would go away entirely. The public is interested in principled development according to the general plan and the land use ordinance—even if a particular accessory structure may add to the subjective aesthetics of the property.

5. The spirit of the land use ordinance is observed and substantial justice done.

In asking the council to consider past variance approvals and the placement of accessory structures throughout the city, Mr. Olsen may be inferring that it would be unjust to deny his request.

While staff is sympathetic to Mr. Olsen’s observations, we cannot understand how these circumstances could justify a departure from the letter and even spirit of the land use ordinance.

Conclusion
Staff does not believe that Mr. Olsen has presented evidence sufficient to suggest a variance is justified.

If the council determines to grant the variance, it should consider imposing conditions to mitigate the harmful effects of the variance and serve the purposes of set back and accessory building requirements.

Per law, the decision on this variance requires a written decision to be prepared and adopted by the council. Staff recommends that the council directs legal counsel to prepare a decision denying this variance request. Staff also recommends that the council consider at a future time establishing a variance application fee to offset the costs associated with the review and decision preparation.
Proposed location of carport
October 30, 2017

Ashley and Brian Olsen
733 N 900 West
West Bountiful, UT 84087

RE: Building Permit #865-2017

The City received a building permit application to construct an attached carport. The building permit is being denied for the following reasons.

Municipal Code Section 17.24.050 requires:
1. All main structures to meet a 10 feet minimum setback requirement. The setback on the submitted plan is three feet (3').
2. Even if the setback requirement were modified for main structures, a six feet setback is required for all structures that are not fire rated. The setback requirement for all non-fire rated structures is six feet.

Since your home is in the Historic Overlay District, if a design which meets the setback requirements were developed, the design would still require review by the Historic Architectural Review committee to determine its appropriateness within the zone per Municipal Code Section 17.24.110.

If you believe that city staff has incorrectly interpreted city code, a staff decision can be appealed to City Council. Municipal Code section 17.08.12 outlines the procedures required to make such an appeal including a ten (10) day limit for filing the appeal. The city code can be found on the city website at wbcity.org.

If you would like to discuss this issue in more detail, I can be reached at city hall during business hours.

Sincerely,

Ben White
City Engineer/Zoning Administrator
VARIENCE REQUEST FOR AN
ACCESSORY STRUCTURE

REQUESTED BY BRIAN OLSEN
733 N 900 W
West Bountiful UT 84087
To the Planning comity:

This is a request to submit a variance for an accessory structure placement and permit approval. I would like to build an awning to store my boat for the winter. This will have 4 open walls separating the house from the structure.

The variance I would like to request is allowing my accessory structure to be built next to my house as a separate structure. The structure will be 1’ away from the exterior wall of the main structure, but will rest against the roof line (please see submitted plans). I am also requesting a Variance to build this 3’ off the property line. This will allow the structure to be 12’ wide allowing the ability to back my boat into it with the angled approach (please see attached building plans). The dimensions of the structure will be 35x12 at 11’6” in height on the north side and 10’6” on the south side. Also to note that all water shed will fall within my property.

The structure will be built in good taste and will look as if it connects to the house seamlessly. Keeping a tasteful look maintaining the rich quality of the historical district. The structure will be built to look as it belongs with the house and has always been there. This will be much more appealing to thru traffic instead of using a metal shelter or some other way to cover my boat.

Please take into consideration past variance approvals and placements of Accessory structures throughout the city. My hopes are to have this approved as soon as possible in order to beat the winter snow that is coming.

Please let me know if there is any further information you will need from me. I look forward to working with you to get this resolved.

Brian Olsen
801-686-0633
733 N 900 W
West Bountiful UT 84087
MEMORANDUM

TO: Mayor and City Council

DATE: November 16, 2017

FROM: Ben White, City Engineer

RE: The Manors at McKean Meadows

Summary
Wright Development is proposing a 13-lot subdivision at approximately 1100 North and 800 West. The property contains 5.3 acres and is in the R-1-10 zone. The property is also within the Historic District Overlay Zone (pending the zone change request).

- All 13 lots conform to the R-1-10 zoning requirements.
- The length of the dead-end road is within Code limits. A turnaround (cul-de-sac type bubble) is provided.
- Water, sewer, storm drain and secondary water utilities are consistent with standard design practices and utility agency requirements.

Pedestrian Access
City staff has contacted UTA regarding a pedestrian access to the Prospector Trail. UTA has granted conceptual approval for the access and is drafting an amendment to the City’s agreement to allow the access. The Planning Commission felt that the trail access would be a desired asset to the community and is recommending it be included. City municipal code section 16.12.05 (below) addresses block lengths and access. There is not an easterly access to the Prospector Trail along the 4600 foot stretch between 400 North and Pages Lane. This development is exactly midway between the two roads.

16.12.050 Blocks.
The maximum length of blocks generally shall be one thousand two hundred (1,200) feet and the minimum length of blocks shall be five hundred (500) feet. In blocks over eight hundred (800) feet in length there may be required a dedicated walkway through the block at approximately the center of the block. Such a walkway shall be not less than ten (10) feet in width. The width of blocks generally shall be sufficient to allow two tiers of lots. Blocks intended for business or industrial use shall be designated specifically for such purposes with adequate space set aside for off-street parking and delivery facilities.

If the decision is left to the developer, he would rather not have the trail access.

Irrigation Water
The property currently includes a small well and is irrigated with water from Barton Creek. The Developer intends to deed the water rights associated with a small well and the Barton Creek rights to satisfy the water right dedication requirement (refer to attached November 15, 2017 letter). The
process with the State Engineer’s office to transfer water rights often takes some time. The developer is also asking that the city bear the cost to abandon the existing well.

Drainage
The Developer discussed drainage at the City Council’s October 3rd meeting. The Developer has agreed to the City Council requirements which include an underground drainage system for the subdivision including rear yard drains with most of the storm water directed to an existing culvert south of the development. There will be two irrigation turnouts on 800 West so the City can divert water from 800 West to the north or south portions of the golf course. In lieu of the developer constructing improvements on the golf course, a $13,400 contribution for golf course drainage improvements on the golf course to minimize negative effects of the additional water is also being provided.

The Planning Commission was also concerned about the drainage ditch going north on the UTA property. City staff has brought the item to the attention of UTA. It is the historic drainage path.

Street Cross Sections
Staff is proposing an 8’ wide park strip with a 5’ wide concrete sidewalk (sidewalk already exists) be constructed on 800 West. This design is consistent with other sections of 800 West farther south in the historic district.

Street Lighting
Street lights located in the “bubble” and where the group mailbox is to be located.

Geotechnical Study
A soils report has been provided.

Minor Engineering Clarifications
Staff had some minor corrections to the plans that are easily remedied.

Possible Motions
A motion to approve the Final Plat or a motion to table until more information is provided as a minimum should include:

1. City Council position relative to Prospector Trail access;
2. Provide a title report with no objectionable entries;
3. Payment of Inspection fee and storm water impact fee;
4. Post the appropriate improvement bonds;
5. Execute an Improvement Agreement with the City;
6. City Council position relative to water right timing and abandonment of the well
7. Minor clarifications on engineering drawings
November 15, 2017

West Bountiful City  
C/O Ben White  
550 North 800 West  
West Bountiful, Utah 84087

RE: Water right dedication for the Manors @ McKean Meadow subdivision.

Dear Ben,

We are excited about our new residential community in West Bountiful City. Additionally, we look forward to working with you on completing the final plat approval with the city council.

We are working through some logistical items with the State Engineer’s office regarding the water rights for the property. We will be dedicating two water rights to West Bountiful City as part of the subdivision approval process. The rights that pertain to the property are as follows:

31-1536 – Well serving the property
31-1122 – Irrigation right for 5.1 acres, which is connected to Barton Creek

The submittal of these two rights provides more than enough water to cover the development. We anticipate the city will bear the costs of the well abandonment as we are giving the right to the city with no purchase cost.

Sincerely,

Phil Holland  
Wright Development Group
## THE MANORS AT MCKEAN MEADOW SUBDIVISION

**Located in the SW 1/4 of Section 13, and the NW 1/4 of Section 24, T.21 N., R.11 W., S.L.B.M., West Bountiful City, Davis County, Utah**

**November 2017**

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### Surveyor’s Certificate

*Gary M. Wright – President – GMW Development, Inc.*

I, Von R. Hill, do hereby certify that I am a professional land surveyor and that I hold certificate No. [insert certificate number]. I further certify that I have personally supervised the performance of this survey and have carefully examined the field data and recorded notes. The survey was conducted with due care and attention to detail, and the resultant plan is complete and accurate to the best of my knowledge and belief.

**Date:** A.D., 20[___]

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### Boundary Description

Beginning at a point on the east line of 800 West Street, said point being north 0°12'23" east 295.48 feet from an established point on the south line of 800 West Street, and thence south 89°59'03" west 638.12 feet along the south line of 800 West Street and the north line of 1000 North Street, thence west 99.94 feet along the line of 1000 North Street, thence north 0°12'23" east 295.48 feet along the 1/4 section line to the north line of 800 West Street, thence north 89°59'03" west 166.39 feet along the north line of 800 West Street to the point of beginning.

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### Owner's Dedication

In witness whereof, I hereby dedicate the following premises for the use and purpose for which they are herein described and to be used for the development, improvement, and sale of lots and streets as herein shown.

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### Corporate Acknowledgment

*Gary M. Wright – President – GMW Development, Inc.*

I, Gary M. Wright, personally appeared before me, a notary public, and acknowledged that I executed the instrument attached to this certificate, and I further declare that the same is a true and correct copy of the instrument executed by me. I further declare that I am the duly authorized representative of the corporation whose seal is attached to this certificate.

**Date:** A.D., 20[___]

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### Public Utility Easements

PUBLIC UTILITY EASEMENTS

1. 10' P.U.E. along West streets
2. 10' P.U.E. along North streets
3. OTHER P.U.E. as shown

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### Legend

- **ARCHITECTURAL PROPERTY**
- **PUBLIC UTILITY EASEMENT OF U.E.**
- **ROAD CENTERLINE**
- **TIE TO MONUMENT**
- **SUNKEN BRIDGE STREET CENTERLINE**
- **W.P. & C.O.P.**
- **W.P. & C.O.P. REMARKED TO BE REMARKED**

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### Curve Table

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<th>Curve</th>
<th>Length</th>
<th>Distance</th>
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<tr>
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<td>006°50'46&quot;</td>
<td>N 00°00'57&quot; E</td>
<td>Lot 7, S. 10°00'03&quot; E 320.78'</td>
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<td>2</td>
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<td>017°43'19&quot;</td>
<td>N 00°00'57&quot; W</td>
<td>Lot 6, S. 17°51'43&quot; W 35.40'</td>
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<td>3</td>
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<td>033°46'01&quot;</td>
<td>N 00°00'57&quot; W</td>
<td>Lot 5, S. 17°51'43&quot; W 35.40'</td>
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<tr>
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<td>10.00'</td>
<td>059°23'25&quot;</td>
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<td>Lot 1, S. 17°51'43&quot; W 35.40'</td>
</tr>
</tbody>
</table>

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### Total Area

**SUMMARY**

- **11,200 sq.ft.**
- **33,007 sq.ft.**
- **14,913 sq.ft.**
- **13,007 sq.ft.**
- **13,721 sq.ft.**
- **23,025 sq.ft.**

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### Notes

1. All dimensions are in feet.
2. Approvals of this development plat by West Bountiful City do not constitute approval of the development by the City of West Bountiful. The City is not responsible for drainage from private property. The City Council. See West Bountiful Municipal Code Section 15.08.020(E).
3. The City Council has determined the adequacy of the surface soil conditions of the area and has approved the plat. The City is not responsible for any representation as to the adequacy of the subsurface soil conditions nor any representation as to the location or depth of ground water tables.
TO: Mayor and City Council  
DATE: November 16, 2017  
FROM: Ben White  
RE: Rezone Request 1065 N 800 West

The McKean family has entered a contract with Wright Development to purchase property on 800 West. The property is in the Historic Overlay District. The Historic Overlay District is a zoning subsection to the R-1-10 zone. Besides the standard requirements for the entire R-1-10 zone, properties within the Historic District must also comply with specific architectural requirements.

Wright Development has requested that the property, except for Lot 1, be removed from the Historic District. The developer supports the City’s desire to preserve the historic character of the homes that front 800 West Street and are proposing to leave Lot 1 in the District.

There was no public input in favor of or opposition to the rezone request during the public hearing held by Planning Commission on October 24, 2017. The Planning Commission is recommending the property be rezoned as requested by the Developer.

The attached map identifies the area included in the rezone request.
WEST BOUNTIFUL CITY

ORDINANCE #396-17

AN ORDINANCE AMENDING THE WEST BOUNTIFUL ZONING MAP TO REMOVE ALL BUT LOT 1 OF THE PROPERTY PROPOSED AS THE MANORS AT McKean MEADOWS LOCATED AT 1065 N 800 W FROM THE HISTORIC DISTRICT OVERLAY

WHEREAS, Utah Code Annotated § 10-9a-101 et seq., 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 Maps and Subdivision Ordinances; and,

WHEREAS, the West Bountiful Planning Commission held a public hearing on October 24, 2017, to consider removing all but Lot 1 of the proposed Manors at McKean Meadows subdivision located at 1065 N 800 W from the historic district overlay; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council adoption of an amendment to the City’s Zoning Map that removes all but lot 1 of the property located at 1065 N 800 W from the historic district overlay; and,

WHEREAS, the City Council finds that removal of this property from the historic district overlay is in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT THE ZONING MAP IS AMENDED TO REMOVE ALL BUT LOT 1 OF THE PROPERTY PROPOSED AS THE MANORS AT McKean MEADOWS LOCATED AT 1065 N 800 W FROM THE HISTORIC DISTRICT OVERLAY.

This ordinance will become effective upon signing and posting.

Adopted this 21st day of November, 2017.

By:

________________________________________
Ken Romney, Mayor

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

Attest: ___________________________________
Cathy Brightwell, City Recorder
MEMORANDUM

TO: Mayor & Council

DATE: November 20, 2017

FROM: Duane Huffman

RE: Excavation Permit – Pages Lane at Cottages at Havenwood

The developers of the Cottages at Havenwood have requested to be on the agenda of the Nov. 21 council meeting to request a suspension of the excavation restriction to the newly reconstructed Pages Lane road. In order to bore under the road to supply the new subdivision with power, contractors need to pothole (create 10” diameter holes) to check for existing utilities in order to bore under the road to supply the new subdivision with power.

The developers provided the enclosed communication explaining that at the time of the Pages Lane construction they could not have reasonably known that an underground power supply crossing the road would be needed. They have also supplied a letter for Rocky Mountain Power (RMP) stating that the best source for power comes from south of Pages Lane.

Staff followed-up with RMP and now believes that there is an existing overhead line crossing Pages on the east side of the property that can supply the needed power.

Staff recommends that the council consider the following two options:

1. **Require the developer to use the existing power source crossing Pages Lane**
   As this was a recently developed option, staff does not know how the developer feels about it. Staff recognizes that overhead power lines are less reliable and more prone to damage than underground power. This option also goes against the spirit of the city’s franchise agreement that seeks to limit new services off of overhead power lines.

2. **Allow an underground bore and allow up to 4 potholes to check utilities, requiring that the potholes be repaired as directed.**
   If the council finds that the developers could not have reasonably anticipated the need for an underground power source and that suspending the excavation restriction is in the city’s best interest, staff recommends that it suspend the restriction with the following provisions:
   a. A maximum of 4 potholes of 10” diameter are allowed.
   b. Repair requires each hole be vac’ed out, filled with flowable fill, tacked, filled withl 6 inches of new asphalt, and crack sealed.
RED: EXISTING OVERHEAD POWER SOURCE
BLUE: PROPOSED BORED UNDERGROUND LINE
From: Craig Jacobsen <craig@ovationhomesutah.com>
Sent: Monday, November 20, 2017 2:05 PM
To: Steve Maughan; Ben White; Duane Huffman; Charlie Cearley
Cc: Ken Romney
Subject: Fwd: The Cottages at Havenwood in West Bountiful
Attachments: Letterhead #2.doc

Gentlemen:

I am forwarding the communication and letter that I just barely received from Jared Mietchen of Rocky Mountain Power. I am not completely sure of what the current status is with respect to the request to bore under Pages Lane, as I have received some of my information from Charlie Cearley at Thurgood Excavating, rather than directly from the city. However, I also have had a conversation with Steve Maughan on this matter.

To summarize my understanding, Charlie or somebody from Thurgood has had discussions with Steve regarding a bore under Pages Lane in order to bring power across the street. Our experience and understanding is that a bore does not violate the moratoriums imposed by various jurisdictions with respect to cutting newly finished streets. Our engineer, Nate Reeve, stated to me that the general policy followed by UDOT and others is that a bore with the two or three potholes necessary to ensure that the bore does not strike any existing utility is fairly common practice when a moratorium is otherwise in place. In speaking with Jared Mietchen, he indicated to me that although he has encountered moratoriums, he has never experienced a situation in which a city refused to permit a bore.

With that background in mind, I am providing the letter from Rocky Mountain Power that I understand was requested from the city. In speaking with Charlie, I was told that Steve (or somebody from the city) indicated to Charlie that if we could get the letter to you today, we could be put on the city council agenda for tomorrow evening to discuss this matter. Charlie would plan to attend the meeting with me to discuss the proposed bore and the ways to minimize any impact on Pages Lane.

I can tell you with personal knowledge, because I was present, that we had a meeting with Jared on the project site early on and he told us that he thought we could access power from north of Pages Lane. The problem is that the utility companies are now taking the position that they will not draw the plans in the conceptual or preliminary stages of a project (the current policy is that plats must be recorded before Rocky Mountain Power will open a case number), so we could not have reasonably verified the plan until after the city's work on Pages Lane was completed.

Could somebody let me know if we can discuss this at the city council meeting tomorrow evening? We are hoping to be able to get the power in as soon as possible to facilitate home construction.

Thanks,

Craig Jacobsen

---------- Forwarded message ----------
From: Mietchen, Jared <jared.mietchen@rockymountainpower.net>
Date: Mon, Nov 20, 2017 at 12:40 PM
Subject: RE: The Cottages at Havenwood in West Bountiful
To: Craig Jacobsen <craig@ovationhomesutah.com>
Cc: "NORM FROST (norm@ovationhomesutah.com)" <norm@ovationhomesutah.com>
Craig, attached is a letter for you. Let me know if it doesn't work.

Jared Mietchen
Estimating Department
Salt Lake / Metro Operations
801-220-7297
Jared.mietchen@rockymountainpower.net

From: Craig Jacobsen [mailto:craig@ovationhomesutah.com]
Sent: Monday, November 20, 2017 11:50 AM
To: Mietchen, Jared <Jared.Mietchen@rockymountainpower.net>
Cc: NORM FROST (norm@ovationhomesutah.com) <norm@ovationhomesutah.com>
Subject: [INTERNET] The Cottages at Havenwood in West Bountiful

** STOP. THINK. External Email **

Jared:

Thank you for speaking with me this morning. As I mentioned, West Bountiful City has indicated an unwillingness to permit us to bore under Pages Lane in order to place conduit for power to our project. There is a city council meeting tomorrow evening and we have been asked to provide evidence from Rocky Mountain Power that this is the only feasible means to get power into the project.

As per your request, this is the type of language that we need in an email or letter to us:

I have spoken with Norm Frost regarding the power plan for the project called "The Cottages at Havenwood." We met onsite prior to final approval of the project and during the meeting, we discussed alternatives. At that time, I mentioned that it might be feasible to bring power from an existing source on the north side of Pages Lane, but that we would need to see the final plans as approved by the city before we could make a determination.
It is our opinion now that the only legitimate means to bring power into the project is from the source available on the south side of Pages Lane. Going overhead is not something that we would want to consider. There may also be a theoretical possibility of getting power from the east side, but such a plan would require obtaining an easement from a private land owner.

As I understand it, the developer desires not to cut the asphalt with trenches to lay conduit, but to bore under Pages Lane. Safety precautions would require a few potholes to ensure that the boring does not strike existing utility lines/pipes. In my experience, I have never seen a municipality consider boring under a street to violate general moratoriums on excavations that impact the overlay of newly constructed streets.

Jared, the above language is the type of thing the city is asking us to have you provide. I am not trying to put words in your mouth, so please feel comfortable in whatever you feel is appropriate to communicate. If we can get something from you early afternoon, we may be able to get this on the city council agenda for tomorrow evening and avoid another two week delay. I know you have been out and are probably buried, so I would be extremely grateful for whatever help you can give us.

Please call me at the number below if you have questions or would like to discuss this matter further.

Thanks,

Craig

--

Craig Jacobsen
General Counsel
Director of Strategic Development

(801) 953-9501

498 North Kays Drive, Suite 230

Kaysville, UT 84037


Craig Jacobsen  
General Counsel  
Director of Strategic Development  
(801) 953-9501  
498 North Kays Drive, Suite 230  
Kaysville, UT 84037

--
Cottages at Havenwood project:

Craig, per our conversation by telephone on the morning of 11-20-2017 it was brought to my attention that West Bountiful City was seeking another option for a power source to your subdivision development.

All of the current power sources reside on the South side of 1600 North in West Bountiful. You would have to reconstruct an existing 2 phase line into single phase and receive an underground easement from the customer at 674 1600 North in order to provide power to your subdivision.

Due to our requirements of looping any subdivision over 300 KVA it is best that the power source comes from across 1600 North. The purpose of the loop is to provide a back feed in case of an outage.

There is also the possibility that you might not receive an underground easement which would put you back in the current situation.

Thank you.

Jared Mietchen
Rocky Mountain Power
801-220-7297
MEMORANDUM

TO: Mayor & Council
DATE: November 16, 2017
FROM: Duane Huffman
RE: Cell Tower Easement – Rocky Mountain Power

In association with this year’s lease for a cell tower on the city-owned land known as the undeveloped Jessi’s Meadows Park, Verizon and Rocky Mountain Power (RMP) have requested an easement for RMP so that they can supply power to the facility. While the city’s lease agreement allows for the installation of power and fiber lines in the easement granted to Verizon, RMP has requested their own easement so that as additional carriers are added to the tower they can more easily accommodate several accounts.

Staff and legal counsel worked with RMP to ensure that the proposed easement will include only underground equipment and will hug the property line so as not to interfere with any future use of the land (it is common for the property line to include utility easements).
UNDERGROUND RIGHT OF WAY EASEMENT

For value received, West Bountiful City, a Municipal Corporation, and West Bountiful City ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp, and its successors and assigns ("Grantee"), a nonexclusive easement for a right of way 12 feet in width and 745 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable underground accessories and underground appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor, under the surface of the real property of Grantor in Davis County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING NORTH 89°59'38" EAST 2421.24 FEET ALONG SECTION LINE AND SOUTH 410.31 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER BEING SOUTH 00°32'10" EAST 94.35 FEET AND SOUTH 89°59'38" WEST 5275.46 FEET FROM A FOUND WITNESS MONUMENT TO THE NORTHEAST CORNER OF SECTION 23) AND RUNNING THENCE NORTH 17°40'47" EAST 18.24 FEET; THENCE SOUTH 00°28'48" EAST 17.33 FEET, TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA; THENCE RETRACING PREVIOUS CALL, NORTH 00°28'48" WEST 17.33 FEET; THENCE NORTH 89°35'54" EAST 673.09 FEET; THENCE SOUTH 59°06'24" EAST 21.92 FEET, MORE OR LESS, TO NORTH RIGHT-OF-WAY LINE OF JESSI'S MEADOW DRIVE (1255 WEST); THENCE RETRACING PREVIOUS CALL, NORTH 59°06'24" WEST 21.92 FEET; THENCE NORTH 89°35'54" EAST 28.52 FEET; THENCE SOUTH 65°53'45" EAST 27.34 FEET, MORE OR LESS, TO THE NORTH LINE OF JESSI'S MEADOW, P.U.D. AND TERMINATING.

CONTAINS: 0.210 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No. 06-031-0031, 06-032-0079, 06-032-0080, 06-032-0092, 06-192-0041

Together with the right of access to the right of way from adjacent public rights of way for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities as authorized by this easement.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way...
way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _______ day of ___________________, 20___.

_____________________________________
Mayor Ken Romney
West Bountiful City
GRANTOR

ATTEST:

_____________________________________
Cathy Brightwell, City Recorder
Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF UTAH )
              ) ss.
County of Davis )

On this ___ day of ____________, 20___, before me, the undersigned Notary Public in and for said State, personally appeared Ken Romney and Cathy Brightwell, known or identified to me to be the persons whose names are subscribed as Mayor and City Recorder, respectively, of West Bountiful City and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

__________________________________________________
(notary signature)

NOTARY PUBLIC FOR __________________ (state)
Residing at: __________________________ (city, state)
My Commission Expires: ____________ (d/m/y)
Property Description
Quarter: NW  Section: 23  Township: 2N  Range: 1W
County: Davis  State: Utah
Parcel Numbers: 06-031-0031, 06-032-0079, 06-032-0080, 06-032-0092, 06-192-0041

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

Landowner Name: West Bountiful City
Drawn by: TAEC

EXHIBIT A
MEMORANDUM

TO: Mayor and City Council
DATE: November 16, 2017
FROM: Ben White
RE: UDOT Funding Agreements for Pages Lane Project

Two separate grant applications were submitted for funding assistance to construct bike lanes and pedestrian sidewalks along Pages Lane from 800 West to 1100 West. More specifically, these monies are for drainage improvements, widening the asphalt street, curb, sidewalk and private property improvements such as drive approaches, driveway connections and landscaping repair necessitated by the project. The intent is that Pages Lane from 800 West to 1100 West will look just like Pages does east of 800 West when the project is complete. The combined grant total is for $510,000 with a city match of $100,000.

Legal Counsel had three comments on the Agreements. UDOT is addressing the two minor comments. The third comment is related to Paragraph XI in both agreements. In short, the City has until December 2018 to complete the work or we could be subject to forfeiture of the entire grant. UDOT requires this paragraph to remain as written. Since the grant is a reimbursement agreement, the City must first complete the entire project before we are eligible to submit a request for the grant money.

As a side note, city staff continues to pursue other funding sources for the project. One source will be a $40,000 contribution by Dominion Energy. Staff has requested that Dominion pay the City the equivalent amount of money they would spend on an asphalt overlay related to their recent gas line work on Pages Lane. Staff would rather place an asphalt overlay over the entire road next year rather than parts of the road in two different years. The $40,000 can also be used toward the City’s $100,000 match.
State of Utah
Department of Transportation

Cooperative Agreement
Converted TAP Funds
for Local Agency

Project Description: Pages Lane; 800 W to SR-67, Bike Lane
Local Agency: West Bountiful City

Charge ID No. 54842

Pin: 14855
Job/ Project: F-LC11(72)

Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “UDOT”, and West Bountiful City, a political subdivision of the State of Utah, hereinafter referred to as the “Local Agency.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Bike Lane in West Bountiful described as a bike path constructed on 800 W to SR-67; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 17% Local, 83% State match basis with a maximum State participation of $375,000.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The Local Agency with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The Local Agency is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The Local Agency will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region One Utility and Railroad Coordinator, telephone number 801-620-1635 or ldalley@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The Local Agency will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region One Environmental Manager, telephone number 801-620-1687 for assistance with any environmental compliance requirements.

IV. All construction work performed by the Local Agency or its contractor within UDOT highway right-of-way shall conform to UDOT’s standards and specifications. For work performed within UDOT’s right-of-way, the Local Agency shall submit plans to UDOT for review and approval prior to starting construction. The Local Agency shall comply with Utah Administrative Code R930-6 if performing any
work within UDOT's right-of-way. Any inspection by UDOT does not relieve the Local Agency of its obligation to meet the standards and specifications. Local Agency's construction may conform to local standards if they are equal to or greater than UDOT's standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The Local Agency will participate at a minimum of 17% of the total project. Local Agency's participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including Local Agency's participation is as follows:

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<th>Amount</th>
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<tr>
<td>UDOT Funds</td>
<td>$375,000.00</td>
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<tr>
<td>Local Agency's</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Total Project</td>
<td>$450,000.00</td>
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VIII. Upon completion of construction and final inspection by UDOT, and upon request of the Local Agency, UDOT will deliver to the Local Agency a lump sum amount of $375,000.00 or 100% of UDOT's funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of UDOT's contribution. If the project should overrun the estimated project amount contained herein, the Local Agency shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and UDOT will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IX. The Local Agency will furnish to UDOT a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. UDOT shall have the right to audit all cost records and accounts of the Local Agency pertaining to this project. Should the audit disclose that UDOT's share of the total cost should be less than the lump sum payment made to the Local Agency under this Agreement, the Local Agency will promptly refund to UDOT the identified overpayment. For purpose of audit, the Local Agency is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the Local Agency agrees to complete the construction by December 31, 2018. If for any reason, the Local Agency cannot complete construction by December 31, 2018], the Local Agency must request, in writing before July 1, 2018, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. UDOT will review the request and inform the Local Agency, in writing, whether or not the request has been approved. Reasons for which UDOT will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the Local Agency's control. If the request is not approved the Local Agency will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the Local Agency modifies its project and the modification affects the work, the Local Agency will notify UDOT. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the Local Agency shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.
XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney’s fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

<table>
<thead>
<tr>
<th>[Enter Local Agency Name here]</th>
<th>Utah Department of Transportation</th>
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<tbody>
<tr>
<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Title/Signature of Official</td>
<td>[UDOT Officer Name &amp; Title]</td>
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<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Title/Signature of additional official if required</td>
<td>Region Director [or second signature verification]</td>
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<tr>
<td>By Date</td>
<td>By Date</td>
</tr>
<tr>
<td>Title/Signature of additional official if required</td>
<td>Comptroller Office</td>
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By Date
**State of Utah**  
**Department of Transportation**

## Cooperative Agreement

**Converted TAP Funds for Local Agency**

**Project Description:** Pages Lane Pedestrian Access  
**Local Agency:** West Bountiful  
**Charge ID No.:** 72672  
**Pin:** 15713  
**Job/ Project:** S-1426(1)0  
**Date Executed:**

---

**THIS COOPERATIVE AGREEMENT**, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “UDOT”, and **WEST BOUNTIFUL CITY**, a political subdivision of the State of Utah, hereinafter referred to as the “Local Agency.”

### RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a bike/pedestrian access on 1600 North street from 800 W to 1100 W. described as a bike/pedestrian access project to link East side of Bountiful and Centerville with the Legacy Trail Corridor; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 15.6% Local, 84.4% State match basis with a maximum State participation of $135,000.00; and

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions where the work shall be performed.

### AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. **The Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. **The Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region One Utility and Railroad Coordinator, telephone number 801-620-1635 or ldalley@utah.gov for assistance in preparing the Reimbursement Agreement.

III. **The Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region One Environmental Manager, telephone number 801-620-1687 for assistance with any environmental compliance requirements.
IV. All construction work performed by the Local Agency or its contractor within UDOT highway right-of-way shall conform to UDOT’s standards and specifications. For work performed within UDOT's right-of-way, the Local Agency shall submit plans to UDOT for review and approval prior to starting construction. The Local Agency shall comply with Utah Administrative Code R930-6 if performing any work within UDOT’s right-of-way. Any inspection by UDOT does not relieve the Local Agency of its obligation to meet the standards and specifications. Local Agency's construction may conform to local standards if they are equal to or greater than UDOT's standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The Local Agency will participate at a minimum of 15.6% of the total project. Local Agency's participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including Local Agency's participation is as follows:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>UDOT Funds (Allocated Amount)</td>
<td>$135,000.00</td>
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<tr>
<td>Local Agency’s Funds (Participation Amount)</td>
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<tr>
<td><strong>Total Project</strong></td>
<td><strong>$160,000.00</strong></td>
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VIII. Upon completion of construction and final inspection by UDOT, and upon request of the Local Agency, UDOT will deliver to the Local Agency a lump sum amount of $135,000.00 or 100% of UDOT’s funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of UDOT’s contribution. If the project should overrun the estimated project amount contained herein, the Local Agency shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and UDOT will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IX. The Local Agency will furnish to UDOT a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. UDOT shall have the right to audit all cost records and accounts of the Local Agency pertaining to this project. Should the audit disclose that UDOT’s share of the total cost should be less than the lump sum payment made to the Local Agency under this Agreement, the Local Agency will promptly refund to UDOT the identified overpayment. For purpose of audit, the Local Agency is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the Local Agency agrees to complete the construction by December 31, 2018. If for any reason, the Local Agency cannot complete construction by December 31, 2018, the Local Agency must request, in writing before July 1, 2018, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. UDOT will review the request and inform the Local Agency, in writing, whether or not the request has been approved. Reasons for which UDOT will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the Local Agency’s control. If the request is not approved the Local Agency will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the Local Agency modifies its project and the modification affects the work, the Local Agency will notify UDOT. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.
XIII.  Upon completion of the work covered by this Agreement, the Local Agency shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV.  UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney’s fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV.  Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI.  The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII.  This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII.  Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

<table>
<thead>
<tr>
<th>West Bountiful City</th>
<th>Utah Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>Date</td>
</tr>
<tr>
<td>Municipality</td>
<td>Mayor Kenneth Romney</td>
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<tr>
<td>By</td>
<td>Date</td>
</tr>
<tr>
<td>[UDOT Project Manager David Alger]</td>
<td>Comptroller Office</td>
</tr>
<tr>
<td>By</td>
<td>Date</td>
</tr>
<tr>
<td>Region One Director Kris Peterson</td>
<td>Comptroller Office</td>
</tr>
<tr>
<td>By</td>
<td>Date</td>
</tr>
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</table>
November 28, 2016

Kris T. Peterson
UDOT Region One Director
166 West Southwell Street
Ogden, UT 84404

RE: Letter of Intent - Transportation Alternatives Program Funding Request
Pages Lane Pedestrian Access from 800 West to 1100 West

Dear Mr. Peterson:

Please accept this Letter of Intent from West Bountiful City requesting available Transportation Alternative Program funding for Fiscal Year 2017. Through TAP, West Bountiful City seeks assistance to complete Phase II of its regional objective to connect the state-owned Legacy Parkway corridor to communities to the east (Bountiful and Centerville). Specifically, this project would construct missing pedestrian facilities on Pages Lane between the Legacy corridor and the neighboring communities. Funding for the completion of bike lanes along the same route is already in place, and this award through the UDOT TAP would allow all improvements to be completed simultaneously.

BACKGROUND

In 2007, the Legacy Parkway and associated asphalt trail opened. In 2009, the historic D&RG Railroad Right of Way became a paved trail which now extends throughout Davis County. These trails provide fantastic transportation and recreational opportunities to bicyclists, joggers, walkers, skaters and equestrian.

Parrish Lane, Pages Lane, 400 North and 500 South Streets all cross the I-15 corridor in the West Bountiful vicinity. Of the four, Pages Lane is the only street that is not a signalized interchange with Interstate 15. Pages Lane also has direct access to the D&RG Trail and a dedicated trailhead to the Legacy Trail. For these reasons, Pages Lane has become very popular and the safest route with bicyclists and pedestrians to the Legacy Parkway corridor.

In 2014, West Bountiful City received a $150,000 grant from UDOT to construct bike lanes along Pages Lane from 400 East in Bountiful to 800 West in West Bountiful. This project was completed this year, and constitutes phase I of connecting the surrounding communities to the active transportation corridor. In addition to the construction of the bike lanes, the City elected to fund the construction of missing sidewalk within the project area pushing the total construction cost over $600,000.

CHALLENGES

Recently improved pedestrian access on Pages Lane between Bountiful/Centerville and 800 W has increased the awareness the burden gaps create to pedestrians where sidewalks are missing while accessing
the Legacy corridor. The Legacy and D&RG trails already have an incredibly high user volume. However, the most limiting factor for the trail network is access. There are limited safe, efficient east-west connections to the north-south Legacy and D&RG trails, especially for residents from Bountiful and Centerville.

PROPOSED ASPHALT STREET EXPANSION

West Bountiful City is seeking funding assistance to construct pedestrian sidewalks in the gap areas between 800 West and 1100 West. The City has already secured $450,000 between internal funding and Wasatch Front Regional Council’s TAP program to construct bike lanes along this same corridor. UDOT TAP monies would allow pedestrian access to be constructed simultaneously with the bike lanes. West Bountiful City will contribute at least $25,000 toward the project and is requesting $135,000 of TAP funding.

Thank you for your consideration for funding to improve pedestrian access in south Davis County.

Sincerely,

Kenneth Romney
Mayor

Attachments:

Cost Estimate
Schematic Design
Typical Street Cross Section
Active Transportation Plan
NOTE:
APPROXIMATELY 50% OF THE CONCRETE CURB CURRENTLY EXISTS. THE CITY HAS FUNDING THROUGH WFRC TAP FUNDS TO CONSTRUCT THE REMAINING CURB TO COMPLETE THE BIKE LANES. THE FUNDING REQUEST FOR THIS PROJECT IS TO CONSTRUCT PEDESTRIAN SIDEWALKS WHERE IT IS CURRENTLY MISSING AND CONSTRUCT LANDSCAPING AND DRIVEWAY TRANSITIONS.

PAGES LANE
800 WEST TO 1100 WEST
TYPICAL STREET CROSS SECTION
NOTE: BIKE LANE CONSTRUCTION FOR PHASE 2 HAS RECEIVED WFRC ADMINISTERED TAP FUNDING

PHASE 2
REQUESTED PEDESTRIAN ACCESS FUNDING

PHASE 1 CONSTRUCTION COMPLETED 2016

PAGES LANE PEDESTRIAN ACCESS PHASE 2
800 WEST TO LEGACY
West Bountiful City

ACTIVE TRANSPORTATION PLAN

November 1, 2016

West Bountiful City
550 North 800 West
West Bountiful, Utah 84087
(801) 292-4486
1.0 General

The United States has experienced demographic shifts in recent decades. These shifts have directly and indirectly impacted housing, employment and transportation patterns along with other evolving social trends. These social trends affecting transportation include increased demand for more walkable communities and shifts toward environmentally friendly transportation modes such as public transportation and bicycles.

Active Transportation refers to any form of human-powered transportation such as walking or biking. It is often used in connection with multi-modal forms of transportation such as walking or biking in connection with public transportation. The public infrastructure necessary for bicyclists, pedestrian and equestrian users are the principal improvements contemplated by the City when addressing active transportation needs.

1.1 General Plan

The City’s General Plan includes the following active transportation goals:

- Create connected bicycle and pedestrian facilities on major routes accessing the commuter rail station in Woods Cross;
- Examine areas with high pedestrian volumes, and evaluate the need and possibility for added crosswalks or other types of pedestrian crossing treatments;
- Prioritize completion of missing sidewalk sections by identifying heavily used school routes, recreational paths, and transit access routes;
- Ensure that pedestrian facilities accommodate the needs of people of all physical abilities.

The goals included in the General Plan remain. However, the construction of the Legacy and Prospector Rail Trail, and the shifting demographic mentioned above, highlight the need for better pedestrian and bicycle access beyond the goals noted in the General Plan.

1.2 Benefits of Active Transportation

The Davis County Health Department and other governmental and quasi-governmental agencies have been promoting the following benefits of engaging in active transportation.

- Provides a fun and safe physical activity for families;
- Provides options that are accessible and affordable for all users;
- Lowers obesity rates and increases overall health by increasing physical activity;
- Provides for cleaner air than utilizing motorized transportation;
- Reduces traffic congestion.
2.0 Existing Infrastructure

2.1 Pedestrian Sidewalks

It is the City’s general policy that all newly constructed streets provide pedestrian sidewalks on both sides of the street. The sidewalk is typically concrete and separated from motorized vehicles by a park strip and concrete curb. Unique circumstances have resulted in deviations from the standard such as no park strip or a wider walk only on one side rather than a sidewalk on each side.

The majority of the City’s street system includes sidewalk on at least one side of the street. In recent years, the City has constructed sidewalk on significant portions of 400 North, 800 West and Pages Lane. The City has also provided annual funding to upgrade existing aged and failing sidewalks and to construct sidewalk in “gap” areas.

2.2 Off-Street Multi-Use Facilities (Trails)

Since 2006, the Legacy Trail, Prospector Trail (D&RG R/R right of way) and the Onion Parkway (DSB Canal right of way) have been constructed. All three trails contain asphalt surfaces for bicycles, pedestrians and other users. The Legacy trail has become a very popular commuter and recreational route due to its limited interaction with motor vehicles and its connection to other trails. In 2016, it is now possible to ride a bicycle from Brigham City to Provo on asphalt trails that are separated from motor vehicle streets.

The Legacy and Onion Parkway trails allow for equestrian use but the Prospector Trail does not.

2.3 On-Street Multi-Use Facilities

Portions of 800 West and 1100 West have been constructed without curb or sidewalk. In these areas the asphalt street surface has been widened beyond what would be required for motorized vehicles to create a multi-use lane. The multi-use lane accommodates pedestrian, bicycles and equestrian uses. On-street multi-use facilities are anticipated to be limited to 800 West and 1100 West.

2.4 On-Street Share the Road and Bike Lanes

The number of commuter and avid recreational bicycle riders is increasing along with the necessity for safer bicycle facilities. The majority of the city’s collector street right of ways are at least sixty-six feet wide. These streets are wide enough to accommodate vehicular traffic, on-street parking and either dedicated bike lanes or “share the road” widened travel lanes. Pages Lane between 800 West and I-15 is an example where street reconstruction has allowed for the creation of dedicated bike lanes. The reconstruction of 400 North between 800 West and 1100 West created travel lanes wide enough for a shared vehicle and bicycle lane together with on-street parking.
3.0 Master Plan

Figure 1 identifies the City’s collector streets, trails, existing and proposed on street bike facilities.

3.1 Pedestrian Sidewalks

The City will continue to require new development to construct pedestrian facilities as part of new construction. The City is also committed to replacing aged and damaged sidewalks city wide as funds will allow. A recently adopted sidewalk ordinance provides guidelines regarding who is responsible to bear the cost burden for damaged sidewalk.

3.2 Trails

The City recognizes the value of bicycle and pedestrian facilities which are physically removed from motorized vehicles. The City expects that when property abutting the Legacy Trail develops, additional trail connections to be constructed. Other trail corridors such as the Rocky Mountain Power overhead electrical lines and the Mill Creek alignment are also valuable options.

3.3 On-Street Share the Road and Bike Lanes

The construction of on-street bicycle facilities is a priority for the City along their collector roadways. Dedicated bike lanes will be constructed where road widths will accommodate. Share the Road signs, striping and decals will be placed in other places.
ACTIVE TRANSPORTATION PLAN

FIGURE 1

NOTE: ALL NEW STREETS TO BE CONSTRUCTED WITH PEDESTRIAN SIDEWALKS

- FREeways AND ARTERIAL STREETS
- MAJOR COLLECTOR STREETS
- MINOR COLLECTOR STREETS
- EXIST. OFF STREET TRAILS
- EXIST. ON STREET BIKE FACILITIES
- PROPOSED ON STREET BIKE LANES
- PROPOSED TRAILS
MEMORANDUM

TO: Mayor & Council
DATE: November 16, 2017
FROM: Duane Huffman
RE: Proposed Amendment to Nuisance Appeals

The November 21st council agenda includes a proposed code amendment that designates the city council as the appeal authority for nuisance citations in the absence of an appointed hearing officer.

Currently, the code only has provisions for a legally trained individual appointed by the mayor to act as a hearing officer on nuisance citation appeals. While I originally drafted this language and still believe that it makes sense to have a 3rd party handle appeals in general, I now recognize that based on the number and level of appeals received, it makes sense practically for the city council to handle these issues.

The proposed amendment still includes the option of having an individual appointed as a hearing officer if at any point the council finds it beneficial to do so.
WEST BOUNTIFUL CITY
ORDINANCE #397-17

AN ORDINANCE AMENDING THE WEST BOUNTIFUL CITY NUISANCE CODE

WHEREAS, Utah Code Annotated § 10-8-84 and 10-8-60, 1953, as amended, allows the City to exercise certain police powers and nuisance abatement powers; and,

WHEREAS, Utah Code Annotated §10-11-1, et seq, authorizes the City to conduct inspection and cleaning of certain property and nuisances;

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT “CHAPTER 8.12 NUISANCES” BE AMENDED AS FOLLOWS:

8.12.040 Definitions
“Hearing Officer” means a person OR BODY designated to hear appeals pursuant to this ordinance. The Hearing Officer shall EITHER: (A) Be appointed by the Mayor and with the consent of the City Council; unless the Mayor directs otherwise for good cause, the appointee should be an administrative law judge or other legally trained professional who resides outside the City. OR (B) BE THE CITY COUNCIL IF NO OTHER HEARING OFFICER IS APPOINTED OR AVAILABLE.

The provisions of the code shall be severable, and if any provision thereof, or the application of such provision under any circumstance is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This ordinance will become effective upon signing and posting.

Adopted this 21st day of November, 2017.

By:

______________________________________
Ken Romney, Mayor

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

Attest:

______________________________________
Cathy Brightwell, City Recorder
A PROCLAMATION OF THE WEST BOUNTIFUL CITY COUNCIL
RECOGNIZING JUNE 7, 2017 AS ARBOR DAY IN WEST BOUNTIFUL CITY

WHEREAS, Arbor Day is now observed throughout the nation and the world, and
WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs by moderating the temperature, produce oxygen and clean the air, and provide habitat for wildlife, and
WHEREAS, trees, properly planted and cared for, are a source of community environment that assist in mental and peaceful renewal, and
WHEREAS, having beautiful trees planted in our community is an important matter to our citizens.

NOW THEREFORE, I, Kenneth L. Romney, Mayor of West Bountiful City, on behalf of the City Council, do hereby proclaim that June 7, 2017 was celebrated as Arbor Day in West Bountiful City. We urge all citizens to support efforts to protect our trees and woodlands, and further, we encourage all citizens to plant trees and promote the well being of present and future generations.

Dated this 21st day of November, 2017.

______________________________
Mayor Kenneth L. Romney

Attest:

______________________________
Cathy Brightwell - City Recorder
West Bountiful Police Department

Department Summary

10/1/2017 to 10/31/2017

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## Department Summary

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Minutes of the West Bountiful City Council meeting held on Tuesday, October 17, 2017 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, and Mark Preece

EXCUSED: Council member Andy Williams

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

GUESTS: Alan Malan, Gary Jacketta, Denise Montgomery, Eric Eastman, Craig Jacobsen, Brad Frost, Floyd Meads, Ashley Scribner, Gary Merrell

Mayor Romney called the worksession to order at 6:07 pm.

Compensation Plan study

Duane Huffman summarized activities to date on the compensation study. The City’s current step and grade system is of a type implemented historically by the federal government; Pros include predictability, easy transparency, and it limits “compression.” Cons include inflexibility, and it can sometimes award mediocrity and longevity over high performance and value.

Another option is to have pay ranges with policy guidance utilizing internal job value and market conditions to set minimum, mid-point, maximum rates. To be successful a good policy is important. Pros include flexibility to the market in good times and bad, and it awards performance. Cons are that employees do not have a guaranteed path, supervisors must provide more direction and make hard decisions, and compression is more likely to occur.

Mr. Huffman said he is a strong believer that the City’s success is the result of the Council putting the right people in the right place. The ability to attract and retain a qualified and high performing staff is the highest indicator of success. A good proposal shifts the city’s pay philosophy from “lagging the market” to being “competitive.” Our goal should not be to lead the market or be at the bottom, but to be in the ballpark.

Staff’s two-part proposal was discussed.

Modified Step and Grade for police officers. Compression is more of a problem in police organizations due to the high value placed on experience and leadership. Higher growth in pay the first 4 years recognizes that value grows faster in these years and puts the city in a good position for retention.

Modified Pay Range for everyone else, including police leadership. The goal of this plan is to have performing employees at mid-point around years five and six. After an employee hits mid-
point, there are no more automatic merit increases. Adjustments will only be A) inflation adjustments (range update), and B) upon supervisor recommendation and council approval (performance). A good policy must provide guidance for increases; performance reviews are vital.

There was discussion about how to keep great employees - super stars - when they are not eligible for increases. What incentivizes them to stay? Should there be annual increases or would the position need to be adjusted? Although Council can address individual cases, there is danger to this type of setup that could lead to arbitrary claims, the need for good justification and documentation.

Mayor Romney commented that these proposals will require careful consideration, more council involvement, and more management. Mr. Huffman added that while difficult in large organizations, he believes these proposals are workable in an organization of our size.

There was discussion about why the police department still needs the biggest increases after receiving good size raises two years ago. Chief Hixson explained that the increases are necessary to keep the pay levels where they need to be to be competitive in the market. He added that new employees will be hired as Officer 1 and if they are doing a good job, will automatically move to Officer 2 after 3 full years.

Duane will bring back draft policies and long-term cost projections at a future meeting.

Adjourned work session at 6:55

Mayor Romney called the regular meeting to order at 7:33 pm.

James Ahlstrom offered a prayer; Mark Preece led the Pledge of Allegiance.

1. Accept Agenda.

   MOTION: James Bruhn Moved to Accept the Agenda; Mark Preece 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).

   Gary Merrill, 855 Jessi’s Meadow Way, stated he didn’t know this was taking place until today because the Public Notice box was posted in the middle of the construction zone on 400 North. He suggested the City find a better way to provide notice in the future.

   Denise Montgomery, 535 N Jessi’s Meadow, believes the Public Notice sign was visible.

3. Public Hearing on Potential Sale of 0.05 Acres of PUD Open Space Land Known as Lot D in Jessi’s Meadow Subdivision.

   Duane Huffman provided background on the issue. When Jessi’s Meadow HOA terminated, maintenance responsibility for this and two other small parcels were turned over to the City. Attempts were made to find buyers for the properties but as only adjacent property owners could purchase
them, nothing was done. Recently, an adjacent neighbor Denise Montgomery, offered to purchase
the property known as Lot D in Jessi’s Meadow subdivision for $2,000.00, which the staff believes is
reasonable. This transaction benefits the city as it will no longer need to maintain it and it may make
it possible to eventually readjust the assessment to Jessi’s Meadow homeowners.

MOTION:  James Ahlstrom Moved to go into public hearing; Mark Preece Seconded the
Motion which PASSED by Unanimous Vote of all Members Present.

Gary Merrill, Jessi’s Meadow resident, is here representing himself and several neighbors.
They are in favor of this sale especially with the change in maintenance responsibilities and the
possibility to reduce assessment fees.
Denise Montgomery, 535 Jessi’s Meadow, is the proposed purchaser. She stated she will
have her landscaper maintain the parcel to her standards, which will be an improvement over the
current maintenance. She plans to add rocks, plant flowers and trees. There was discussion about
weber water and water shares.

MOTION:  Kelly Enquist Moved to close the public hearing; James Bruhn Seconded the
Motion which PASSED by Unanimous Vote of all Members Present.

4. Consider Resolution 423-17, A Resolution Authorizing the Sale of 0.05 Acres of PUD
Open Space Land Known as Lot D in the Jessi’s Meadow Subdivision.

MOTION:  James Ahlstrom Moved to Approve Resolution 423-17, A Resolution
Authorizing the Sale of 0.05 Acres of Open Space Land Known as Lot D in
the Jessi’s Meadow Subdivision with an Agreement to maintain the property
and Verify any Weber Basin Water Requirements Transfer with the
Property; James Bruhn 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 – Absent

5. Cottages at Havenwood

Duane explained that the development agreement and CCRs for Cottages at Havenwood
includes language that require at least 50% of each home’s front façade to be stone or brick. It was
recently discovered that there is a difference in interpretation of front façade between the city and the
developer, so the developer is asking for clarification in an amendment to the development agreement.

Four options were discussed.

**Option 1:** “At least 50% of the front or street-facing façade of each dwelling, from the top of the foundation to the lowest eave (exclusive of windows and doors) shall be of brick, rock, or stone masonry.”

**Option 2:** “At least 20% of the front or street-facing façade of each dwelling (exclusive of windows and doors) shall be of brick, rock, or stone masonry.”

**Option 3:** “The front or street-facing façade of each dwelling shall have a wainscot at least four feet high made of brick, rock, or stone masonry.”

**Option 4:** “The front or street-facing façade of each dwelling shall include brick, rock, or stone masonry.”

Craig Jacobsen and Brad Frost of Ovation Homes offered some comments. They said the front elevation pictures they have shared with the city from the beginning have not changed. The fifty-percent number was based on how other jurisdictions have interpreted it. Mr. Frost said that they try to stay on top of designs and if too much rock or stone is added it would change designs to older styles which are not as attractive to buyers. They said they also take brick along the sides which most builders do not. He added that some of the buyers were livid when told they may not be able to select the finishes they want. There are currently twenty-one homes under contract for $400 - $500k. They are planning to begin curb and gutter next week and are concerned about delays.

Mr. Huffman commented that the city has never dictated how the homes are to be built; they are just enforcing the clear language of the development agreement, which was proposed by the developer.

There was some discussion on definitions of front façade and the three options presented in the proposed amendments to the development agreement.

While several council members stated they did not have issues with the exact percentage of stone/brick on the front facade and they want the developer to have some flexibility to deal with buyers’ wants and needs, there was concern that as a PUD some upgraded architectural standards are required.

Mr. Jacobsen said that when they are finished with this project, they leave their brand which is important to them. They are trying to build high quality homes that meet the demands of our buyers.

**MOTION –** Mark Preece Moved to Amend the Development Agreement to Adopt Option 2 at 15%. *At least 15% of the front or street-facing façade of each dwelling (exclusive of windows and doors) shall be of brick, rock, or stone masonry excluding cementitious board.*

James Ahlstrom seconded the Motion which passed 3 to 1.

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Nay
Kelly Enquist – Aye
6. Consider Impact Fee Agreement with South Davis Metro Fire Agency.

Mayor Romney explained that in the past the city enacted, collected, and contributed to the fire agency impact fees for fire and emergency medical services. Recently, the newly created entity now known as the South Davis Metro Fire Service Area enacted these impact fees on their own behalf, but because they have no efficient way to collect the fees at the time building permits are issued, the city will collect and remit the fees. The Agreement formalizes this practice.

**MOTION:**  
*James Ahlstrom Moved to Approve the Impact Fee Agreement with South Davis Metro Fire; Kelly Enquist 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 – Absent

6. Approve Poll Workers for November 7 General Election.

**MOTION:**  
*Mark Preece Moved to Approve the Poll Workers Submitted by Davis County for the November 7 General Election; James Bruhn Seconded the Motion which PASSED.*


Chief Hixson said they are evaluating crossing guard changes. The 400 North/1100 West crossing has only a small number of kids using the crossing, so they will continue to monitor to determine whether it needs to stay; and, they may move the 550 North/800 West crossing to 400 North/800 West which will help with vehicle traffic coming into the school.

Today is the Chief’s six-year anniversary with the city; he thanked Council for this fantastic experience.

The hunt for a new officer is still underway. He added that they have extremely high standards and are very thorough in the evaluation and background checking process.

No-Shave-November is underway. This gives officers an opportunity to grow facial hair during the month and then donate money to a good charitable organization. He said that in the past they usually raise between $800-$1200.

Ben White
- Currently reviewing seven house plans for Ovation Homes.

Steve Maughan
- Fall clean-up ends this week. We had a busier Saturday than normal.
- Snack shack has been winterized along with restrooms behind city hall. The Park restrooms will stay open until it gets colder.
- Weber water is off; they finished draining today.
- Water leak on 800 West in front of the south entrance of school; two months ago there was a leak at the north entrance. It was repaired and will be paved this week.
- Ovation Homes construction is going well. Most utilities are in, they are tying in rear yard drains, and plan to install curb and gutter this week if their water samples pass.
- Dominion Energy is working on clean-up. The pipelines through the city have been installed and they will be back in the Spring to work on Porter Lane. Paving patchwork has been done, but they may need to overlay some streets.


Duane Huffman
- Finance report: the auditors’ field work was completed last week; we expect their final report early December.
- Destination Homes will be here next week. A combined Stakeholder meeting is scheduled for Monday, an Open house on Wednesday, and Thursday will be a joint city council/planning commission meeting to hear their final presentation.
- Recreation Master plan presentation will be made to Planning Commission on November 14, an Open house on November 16, and a joint city council/planning commission meeting on December 5.
- A Pages Lane neighborhood meeting is scheduled for November 1 to discuss upcoming construction.
- The first Tuesday in November is election day, so the next regular city council meeting will be on November 21. If necessary, a special meeting may be called.

10. Mayor/Council Reports.

James Ahlstrom – The Youth Council retreat was good. He was impressed with the outstanding youth that participated and complemented the Chief on his presentation. He said it was a great group and rewarding experience.
Mark Preece – No report.

James Bruhn – No report

Kelly Enquist – Mosquito Abatement recently completed 75 tests; the West Bountiful City Park had the only negative results for West Nile.

Mayor Romney agreed with Council member Ahlstrom that the Youth City Council retreat was very good. He believes the kids learned a lot.

11. Approve Minutes from the October 3, 2017 City Council Meetings.

MOTION: James Ahlstrom Moved to Accept the October 3, 2017 Minutes as Presented. Mark Preece seconded the Motion which PASSED by Unanimous Vote of All Members Present.

9. Executive Session for the Purpose of Discussing the Purchase, Exchange, or Lease of Real Property Allowed Pursuant to UCA 52-4-205(d).

MOTION: James Ahlstrom Moved to go into Executive Session at 9:24pm in the Police Training Room for the Purpose of Discussing the Purchase, Exchange or Lease of Real Property Pursuant to UCA 52-4-205(d); James Bruhn 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 – Absent

MOTION: James Ahlstrom Moved to Close the Executive Session at 9:42 p.m. James Bruhn Seconded the Motion Which Passed by Unanimous Vote of All Members Present.

MOTION:  James Bruhn Moved to Adjourn this Meeting of the West Bountiful City Council at 9:45 p.m. James Ahlstrom seconded the Motion which PASSED by Unanimous Vote of all Members Present.

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The foregoing was approved by the West Bountiful City Council on Tuesday, November 9, 2017.

Cathy Brightwell (City Recorder)
Minutes of the West Bountiful Joint City Council/Planning Commission meeting held on Thursday, October 26, 2017 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

**CITY COUNCIL MEMBERS:** Mayor Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, and Andy Williams

**PLANNING COMMISSION MEMBERS:** Chairman Denis Hopkinson, Commissioners Alan Malan, Laura Charchenko, Mike Cottle

**EXCUSED:** Commissioner Corey Sweat

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

**GUESTS:** Kim Neuschwander, Jim Neuschwander, Joyce Price, Kevin & E’Lane Arbuckle, Kim Christensen, Gary Merrell, Peter Christensen, Trent Vest, Taalon Huber, Nate Ellis, Amanda Webb-Ellis, Shelley Bruhn, Dan & Trisha Davis, Chris Jenson, Jeff Dunn, Debra Marshall, Daniel VanOtten, Dell Butterfield, Bryce Allen,

**PRESENTERS:** Destination Homes - Brad Wilson, John Warnick; Urban Design Assoc. – Eric Osth, Terry Welsh, Christopher Latimer, Dave Csont

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1. **Welcome.**

Mayor Romney welcomed members of the city council and planning commission, staff and public at 6:05 pm. He explained this meeting is being held for a presentation by Destination Homes and their consultants. Once a formal filing is made, there will be plenty of opportunity for public hearings.

2. **Presentation by Destination Homes on Proposed West Side Land Planning.**

Brad Wilson, Destination Homes, said they have enjoyed working with the people of West Bountiful and were impressed to see how passionate they are about their city. He said while Destination Homes is the developer of the project, the property is owned by Gardner & Plum. Destination Homes hired Urban Design Associates (UDA), to help create a vision plan for this property, and to help them work with the City and residents to design a development that works for the community and the owner.

Eric Osth, with UDA, thanked city officials, staff and citizens for their involvement. He noted this has been a different process than used by most developers as this is the sixth public meeting and
the formal process has not even started yet. He said they love to see the passion seen here the past few weeks. He summarized the information received at the public meetings in response to three questions – things they like about West Bountiful, things they don’t like about West Bountiful, and opportunities for the project site. He shared opportunities based on this information that include a desire for variety in architecture, no “cookie-cutter” development (unique homes with character and variety), winding streets, one-acre lots, public parks, trail connections, open space feel, and a plan to discourage future Redwood Rd. traffic through the site. They met with Landmark Design, the company currently working on the City’s Parks, Trails and Open Space Master Plan to see how they can work together to incorporate some their plans.

Based on the feedback they received, Mr. Osth said three options are being explored. All lots will have similar front and side setbacks as surrounding neighborhoods, so you get the same open feel. He asked the public to provide feedback via email (Land@DestinationHomes.com) and/or a Facebook page specific for this project (www.facebook.com/BrooksideRanchDH/).

Proposal A is a mix of lots: 69 lots one-third acre to one-half acre; 89 lots one-half acre to three-fourths acre; and 10 lots one acre or larger, for a total of 168 lots. The larger lots would be closer to the community and the smaller lots closer to Legacy Highway. The average house price would run between $500k – $1.2m and include amenities such as trails, internal open spaces and an equestrian park open to the entire city.

Proposal B offers uniform lots with a buffer: 140 lots one-half to three-fourths acre; and 8 lots one acre or larger, for a total of 148 lots. The average price of these homes would run between $600k and $1.2m and be phased in from the south with trails and internal open spaces but no equestrian park.

Proposal C is two separate communities: 42 lots one-third to one-half acre; 76 lots one-half to three-fourths acre; and 30 lots one acre or larger, for a total of 148 lots. The average price of these homes would likely run between $600k and $2m, and will include amenities such as trails and internal open space. Destination Homes would likely not build the larger homes.

Mayor Romney asked for comments from commissioners and council members. Most felt it has been a good process with a lot of public involvement, but will need some time to digest the proposals. There are still concerns about traffic, egress and the limited number of one acre lots. There was general discussion about how best to mitigate traffic issues, how to include a network of trails and neighborhood parks, and the desire to integrate this project with the city’s property to the north. Destination Homes said they are committed to conduct a full traffic study, and will include two points of egress as required.

Mayor Romney explained the city must recognize the owner has an entitlement to develop his property under current zoning laws. We would have little to say if they came in with a regular
subdivision that meets zoning requirements. However, in this process and with these proposals for a planned unit development, we will have more involvement and control in what they can and cannot do. We may be able to get something that is better overall for the city and the west side than straight development. He said it has been a great process and the city will push for public input as we move forward.

Resident, Rob Knighton was given an opportunity to comment. He said we have a lot of 4H kids in West Bountiful and one of the reasons you see horses walking up and down the street is because there is no other place for them to go. He said if he had to compromise, he believes there is a greater benefit to have equestrian trails and facilities even if the development has fewer large lots. This would be valuable for our kids.

Duane Huffman explained the entitlement process – to have an entitlement as the term is commonly used a complete application under the current zoning laws must be made with the city. The standard process includes review by the planning commission, public hearings, and approval of the city council. There is no clear entitlement at this point. He thanked the presenters and suggested the public follow the city website and social media accounts for future activity.

3. Adjourn.

MOTION: James Bruhn Moved to Adjourn this Meeting of the West Bountiful City Council at 7:00 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 9, 2017.

Cathy Brightwell (City Recorder)