

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

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

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A
REGULAR MEETING AT 7:30 PM, ON TUESDAY,
DECEMBER 5, 2017, AT CITY HALL, 550 N 800 WEST**

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

1. Accept Agenda.
2. Presentation by Swanke Family of Donation of a Plaque Honoring Veterans.
3. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
4. Public Hearing Regarding a Request by Kendall Smith to Vacate a Public Utility Easement on the West Boundary of 952 W 1850 North.
5. Consider Resolution 424-17, A Resolution Vacating the West Public Utility Easement at 952 W 1850 North.
6. Public Hearing to Consider Proposal to Vacate the Public Street Known as 1200 North Street Beginning West of State Route 67 (Legacy Highway) and Continuing to its End.
7. Public Hearing to Consider a Proposal to Dispose of 1.368 Acres of Real Property Commonly Known as 1200 North Street Beginning West of State Route 67 (Legacy Highway) and Continuing to its End.
8. Consider Ordinance 398-17, An Ordinance Vacating a Portion of the Public Street Known as 1200 North Street, West Bountiful, and Authorizing Disposal of the Underlying Real Property.
9. Consider Authorizing a Real Property Purchase Agreement for 5.59 Acres of Real Property Located at Approximately 1410 West 1200 North, West Bountiful, UT.
10. Presentation of the Fiscal Year 2016/2017 Independent Audit of the City's Financial Statements.
11. Consider Written Variance Decision for Brian Olsen, 733 N 900 West, to Build an Accessory Structure.
12. Discussion of Business License Fees for Home Occupations.
13. Public Works/Engineering Report.
14. Administrative Report.
15. Mayor/Council Reports.
16. Approve Minutes from the November 21, 2017 City Council Meeting.
17. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.
18. Adjourn.

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

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on November 30, 2017.

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NOTICE OF PUBLIC HEARING

A public hearing will be held by the West Bountiful City Council at its regular meeting on Tuesday, December 5, 2017 at the City offices, 550 N 800 West, beginning at 7:30 pm, or as soon thereafter as dictated by the agenda.

The purpose of the hearing is to receive public comment regarding the vacation of a Public Utility Easement on the west boundary of 952 W 1850 North, West Bountiful.

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

Cathy Brightwell
City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: November 29, 2017

FROM: Ben White

RE: **Vacate Easement at 952 West 1850 North**

Kendall Smith wishes to construct an accessory structure in the southwest portion of his rear yard. A stipulation of a building permit is that there are no utility easement conflicts with the proposed building. Mr. Smith has obtained easement releases from the six major utilities (Sewer District, Weber Basin, Questar, Rocky Mountain Power, CenturyLink and Comcast).

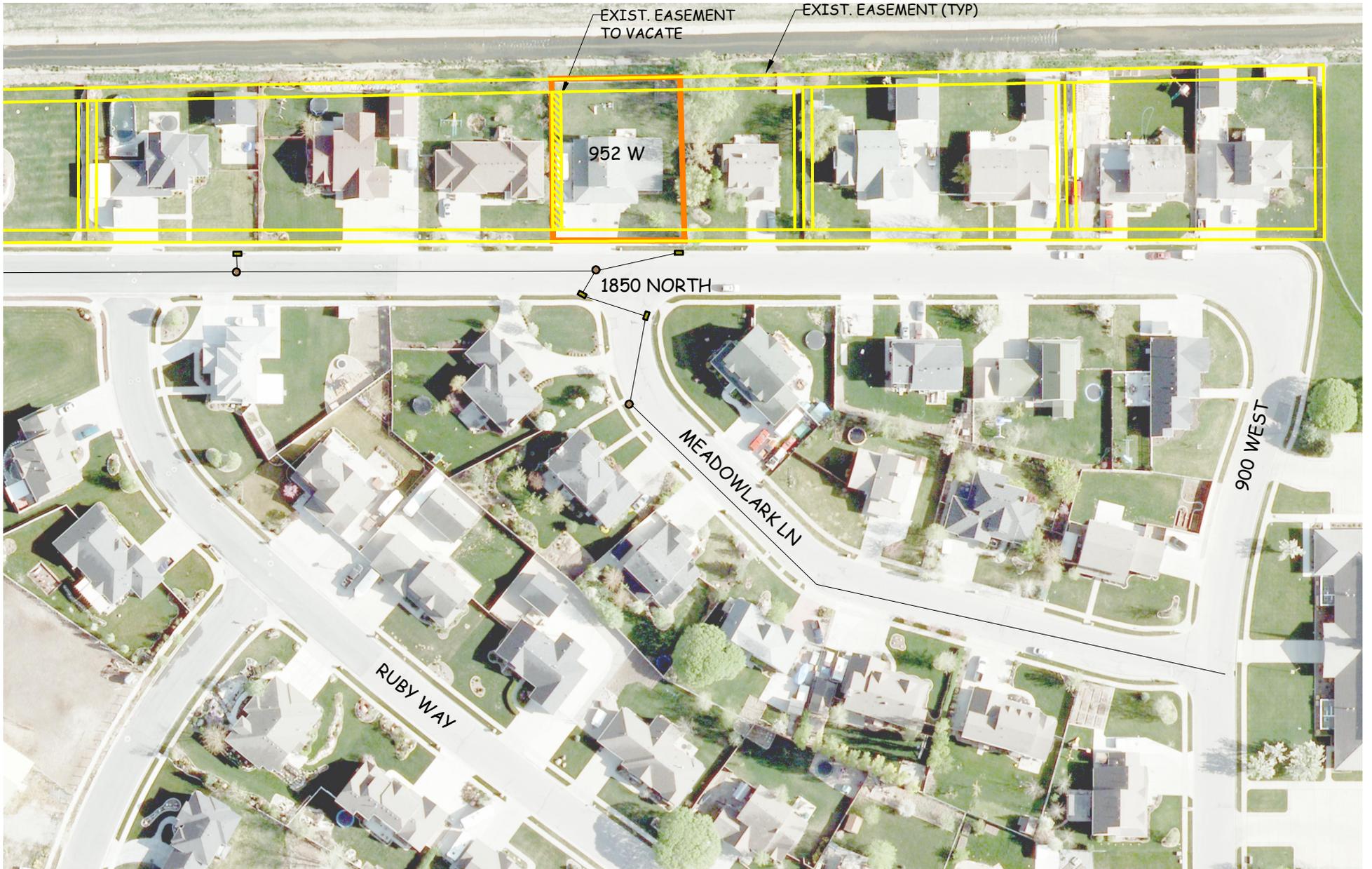
A Public Hearing is required prior to the city council acting on a request to vacate an easement.

Potential Impact

The council should consider potential impacts to future storm drain projects associated with this easement.

The best option to reduce the city's dependency on the storm water pump station at 1950 N 800 W is to extend a storm drain from 800 W west to 1850 North, along 1850 N, and ultimately connecting it into the DSB canal. The easement under consideration would be a prime candidate for this DSB connection, though the easement would need to be widened. The other option would be install a storm drain in the easement three properties to the west in lieu of acquiring a wider easement at this location.

There is no timeline for this potential storm water improvement, and given that this easement is not wide enough it is hard to say how likely it is to be used, but granting the current request to vacate will eliminate the option altogether in the future.



EXIST. EASEMENT
TO VACATE

EXIST. EASEMENT (TYP)

952 W

1850 NORTH

MEADOWLARK LN

RUBY WAY

900 WEST

WEST BOUNTIFUL CITY

RESOLUTION #424-17

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF THE WEST PUBLIC UTILITY EASEMENT LOCATED AT 952 W 1850 NORTH

WHEREAS, West Bountiful City has been petitioned by the above mentioned property owner to vacate and relocate a portion of the west public utility easement; and

WHEREAS, a public notice was published in the November 22, 2017 Davis Clipper Newspaper; and

WHEREAS, a public hearing was held on December 5, 2017 to receive public comment concerning the vacation of the easement.

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

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT for the property located at 952 W 1850 North.

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

Passed and approved by the City Council of West Bountiful City this 5th day of December, 2017.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

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

RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT
952 West 1850 North
Tax ID: 06-131-0032

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective _____, 2017 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and KENDALL SMITH (“*Owner*”).

Owner owns certain real property located at 952 W 1850 North, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the “*Property*”). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No.424-17, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner’s agreement to indemnify the City in accordance with the terms of this Agreement.

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

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

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

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

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

5. MISCELLANEOUS.

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

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

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

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

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

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

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

OWNER:

KENDALL R. SMITH

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2017, Kenneth Romney and Cathy Brightwell appeared before me and, being by me duly sworn, did acknowledge that they are the Mayor and City Recorder, respectively, of West Bountiful City, and that they executed the foregoing instrument as duly authorized representatives of the City.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2017, Kendall Smith appeared before me and, being duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument and that they executed the foregoing instrument as the Owners' duly authorized representative.

Notary Public

EXHIBIT A
(Legal Description of the Property)

ALL OF LOT 32, OLSEN FARM ESTATES PLAT C SUBDIVISION, WEST BOUNTIFUL CITY,
DAVIS COUNTY, UTAH CONTAINING 0.292 ACRES

EXHIBIT B
(Depiction and Legal Description of the Easement)

Part of Lot 32 of the Olsen Farm Plat 3 Subdivision located in Section 13, Township 2 North Range 1 West, Salt Lake Base and Meridian on file in the Davis County Recorder's Office, being more particularly described as

Beginning at point North 0°04'20" West 10.00 feet along the west lot line from the southwest corner of Lot 32 of the Olsen Farm Plat 3 Subdivision, West Bountiful City, Davis County, Utah thence

North 0°04'20" West 106.38 feet along the lot line;

Thence North 89°00'33" East 7.00 feet;

Thence South 0°04'20" East 106.51 feet;

Thence South 89°55'40" West 7.00 feet to the point of beginning.

MEMORANDUM



TO: Mayor & Council
DATE: November 30, 2017
FROM: Duane Huffman
RE: **Proposal to Purchase 5.59 Acres of Property at Aprox. 1410 W 1200 N from the South Davis Sewer District**

West Bountiful City has tentatively offered to purchase 5.59 of real property on the north side of 1200 N east of Legacy Highway from the South Davis Sewer District (SDSD) for the purpose of providing a new location for a public works yard and eventual shop. The terms that have been accepted by the SDSD are as follows:

1. The city will purchase 5.59 acres of property.
2. The city will pay \$113,300 cash for the purchase.
3. As a condition of the sale, the city will also vacate and dispose to the district the portion of 1200 N that is west of the Legacy Parkway.
4. The city will to provide the district a first-right-of-refusal option to re-purchase the property in the unlikely event that the city needs to dispose of it. In that case, the district will be able to re-purchase the property by taking the current purchase price and adding 4% a year increase plus a 10% administrative fee.

The December 2nd city council meeting has the required public hearings, ordinances, and agreements necessary to complete this transaction.

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NOTICE OF PUBLIC HEARING

A public hearing will be held by the West Bountiful City Council at its regular meeting on Tuesday, December 5, 2017 at the city offices, 550 N 800 West, beginning at 7:30 pm, or as soon thereafter as dictated by the agenda.

The purpose of the hearing is to consider a proposal to dispose of real property. The property under consideration is 1.368 acres known commonly as 1200 North Street beginning west of State Route 67 (Legacy Parkway) and continuing west until it ends.

All interested parties are invited to participate in the hearing.

Cathy Brightwell
City Recorder

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NOTICE OF PUBLIC HEARING

The West Bountiful City Council will hold a public hearing at its regular meeting on Tuesday, December 5, 2017 at the city offices, 550 N 800 West, beginning at 7:30 pm, or as soon thereafter as dictated by the agenda.

The purpose of the hearing is to consider a proposal to vacate the public street known as 1200 North Street starting just west of State Route 67 (Legacy Parkway) and continuing west until it ends.

All interested parties are invited to participate in the hearing.

Cathy Brightwell
City Recorder

WEST BOUNTIFUL CITY

ORDINANCE #398-17

AN ORDINANCE VACATING A PORTION OF THE PUBLIC STREET KNOWN AS 1200 NORTH STREET, WEST BOUNTIFUL, UTAH, AND AUTHORIZING DISPOSAL OF THE UNDERLYING REAL PROPERTY

WHEREAS, the South Davis Sewer District (the “*Sewer District*”) and Utah Department of Transportation (“*UDOT*”) have submitted a petition requesting the City to vacate a portion of 1200 North Street situated immediately west of SR-67 (Legacy Highway) and continuing west until the street terminates, depicted as Parcel 1 in the Record of Survey Plat attached as **Exhibit A** (the “*Public Street*”);

WHEREAS, *Utah Code Ann.* § 10-9a-609.5 authorizes the City’s governing body to vacate the Public Street after a public hearing and upon appropriate findings;

WHEREAS, on December 5, 2017, the City Council held a public hearing on the proposed street vacation;

WHEREAS, on December 5, 2017, the City Council also held a public hearing on the proposed conveyance of the land underlying the Public Street to the Sewer District;

WHEREAS, the City Council finds that good cause exists to vacate the Public Street because the Sewer District is the only owner of land with access to the Public Street and there is no compelling reason for the Public Street to remain public. Consequently, neither the public interest nor any person will be materially injured by vacation of the Public Street. The City Council finds, therefore, that it is in the best interest of the City and its residents to vacate the Public Street and convey the underlying land to the Sewer District;

WHEREAS, the City desires to abandon the water line located within the Public Street (the “*Water Line*”), but retain its right to install, monitor, repair and replace water meters associated with the Water Line.

NOW, THEREFORE, BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT A PORTION OF 1200 NORTH STREET, DEPICTED AS PARCEL 1 IN THE RECORD OF SURVEY PLAT ATTACHED AS EXHIBIT A, BE VACATED AND THAT THE CITY CONVEY ITS INTEREST, IF ANY, IN THE LAND UNDERLYING THE VACATED STREET TO THE SOUTH DAVIS SEWER DISTRICT. THIS VACATION AND CONVEYANCE SHALL NOT AFFECT THE FRANCHISE RIGHTS OF ANY PUBLIC UTILITY. THE CITY HEREBY ABANDONS ITS INTEREST IN THE WATER LINE, BUT RETAINS ITS RIGHT TO INSTALL, MONITOR, REPAIR AND REPLACE WATER METERS ASSOCIATED WITH THE WATER LINE. THE SEWER DISTRICT WILL

NOTIFY THE CITY OF ANY NEW OR MODIFIED CONNECTIONS TO THE WATER LINE, AND WILL INSTALL WATER METERS AS NECESSARY TO MEASURE USAGE FROM THE WATER LINE.

This ordinance will become effective upon signing and posting.

ADOPTED this 5th day of December, 2017.

By:

Kenneth Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

EXHIBIT A

Record of Survey Plat

REAL PROPERTY PURCHASE AGREEMENT

This REAL PROPERTY PURCHASE AGREEMENT (“*Agreement*”) is entered into as of December 5, 2017 (the “*Effective Date*”), by and between the SOUTH DAVIS SEWER DISTRICT, a Utah local improvement district located at 1800 West 1200 North, West Bountiful, Utah 84087 (“*Seller*”); and WEST BOUNTIFUL CITY, a Utah municipal corporation located at 550 North 800 West, West Bountiful, Utah 84087 (“*Buyer*”).

Seller owns approximately 5.59 acres of real property in West Bountiful, Utah, as more particularly described below and in the attached **Exhibit A** (the “*Property*”). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller’s right, title, and interest in and to the Property in accordance with the terms of this Agreement.

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

1. SALE AND PURCHASE OF PROPERTY. At Closing (as defined below), Seller will sell and convey to Buyer, and Buyer will purchase and accept from Seller, all of Seller’s right, title, and interest in and to the Property. As used in this Agreement, “*Property*” means the real property described in **Exhibit A**, together with all appurtenant water rights, mineral rights, fixtures, permits, licenses, easements, and rights of way.

2. PURCHASE PRICE. Buyer will pay Seller the principal sum of ONE HUNDRED THIRTEEN THOUSAND AND NO/100 DOLLARS (**\$113,000.00**) (the “*Purchase Price*”) as full consideration for the purchase of the Property. The Purchase Price will be paid in cash or by wire transfer at Closing.

3. CLOSING. The closing of the transaction contemplated under this Agreement (the “*Closing*”) will occur no later than the Closing Deadline referred to in **Section 16(c)**, or on such other date as the parties may agree in writing (the “*Closing Date*”). The Closing will be administered by _____ located in _____ (the “*Escrow Agent*”). At the Closing:

- a. Buyer and Seller will sign and deliver to each other or to the Escrow Agent all documents required by this Agreement, written escrow instructions, or applicable law;
- b. Buyer will deliver to Seller or the Escrow Agent any monies Buyer is required to pay at Closing under this Agreement in the form of collected or cleared funds; and
- c. Seller will deliver to Buyer or the Escrow Agent any monies Seller is required to pay under this Agreement in the form of collected or cleared funds.

Seller and Buyer will each pay one-half (1/2) of the fees charged by the Escrow Agent for its services in the Closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations will be prorated as of the Closing Date, unless the parties otherwise agree in writing.

4. TITLE INSURANCE. Seller shall obtain at Closing, at Seller’s expense, a standard form ALTA owner’s title insurance policy (the “*Policy*”) issued through the Escrow Agent, insuring marketable fee simple title to Buyer in the full amount of the Purchase Price and containing no exceptions

other than standard form ALTA exclusions and conditions. Buyer may elect to obtain, at Buyer's expense, an ALTA extended coverage title insurance policy and such endorsements to the Policy as Buyer may require other than endorsements required to cure any objections to the title commitment raised by Buyer under **Section 8**.

5. TITLE MATTERS.

a. Warranty Deed. Seller will convey the Property to Buyer by general warranty deed, and such title will be warranted to be free and clear of all leases, liens, encumbrances, easements, restrictions, covenants and other rights and interests, except for customary utility easements and any other interests that Buyer specifically approves in writing.

b. Title Policy. Seller will pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

c. Water Rights. Seller will reasonably cooperate in the transfer of any appurtenant water rights to Buyer, including by providing at Closing any necessary deeds, assignments or other conveyance or transfer documents.

6. SELLER DISCLOSURES. On or before the Seller Disclosure Deadline referenced in **Section 16(a)**, Seller will provide Buyer, at Buyer's expense, a commitment for title insurance policy; and Seller will disclose to Buyer in writing any adverse conditions, including environmental conditions, known to Seller with respect to any of the Property. On or before the Seller Disclosure Deadline, Seller will provide Buyer copies of all surveys, site plans, studies, engineering reports, environmental studies, agreements pertaining to any water rights or supply, and other similar materials prepared for Seller, in Seller's possession and relating to the Property; and will disclose in writing any other reports of which Seller is aware. If this Agreement is terminated, each party will return to the other party the originals and all copies of any written information provided by the other party under this Agreement. Each party shall disclose to the other party any material changes with respect to any information contained in this Agreement of which the party becomes aware prior to Closing.

7. RIGHT OF ENTRY AND INSPECTION. At any time prior to the Due Diligence Deadline referenced in **Section 16(b)**, at Buyer's sole expense, Buyer or its authorized agents may enter upon the Property for any lawful purpose, including making Inspections (as defined below). "**Inspections**" means tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property, including tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards. Buyer will repair any material physical damages to the Property arising from the Inspections.

8. DUE DILIGENCE. On or before the Due Diligence Deadline referenced in **Section 16(b)**, Buyer may (a) provide Seller written notice of objections to Seller's disclosures under **Section 6** or the results of any Inspections under **Section 7**; or (b) terminate this Agreement by written notice to Seller. If Buyer provides written objections to Seller, Buyer and Seller will have seven (7) calendar days after Seller's receipt of Buyer's objections (the "**Response Period**") in which to agree in writing upon the manner of resolving Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections by the end of the Response Period, Buyer may terminate this Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. If Buyer does not provide notice of objections or terminate this Agreement as provided in this section, Buyer's due diligence will be deemed approved and Buyer's right to terminate this Agreement for failure of any matter disclosed under **Section 6** will be deemed waived. Notwithstanding the foregoing, this waiver will not apply to any matter Seller warrants under this Agreement.

9. RISK OF LOSS AND CONDEMNATION. Until Closing, Seller has the risk of loss or damage to the Property. If any loss or damage occurs prior to Closing, Buyer, at its option, may either terminate this Agreement accept the Property with the Purchase Price reduced by the cost of replacement or repair. If all or any part of the Property is condemned or any condemnation action or proceeding is commenced prior to Closing, Buyer, at its option, may either terminate this Agreement or complete the purchase, with all condemnation proceeds and claims being assigned to Buyer.

10. REPRESENTATIONS AND WARRANTIES.

a. Seller's Warranties. Seller represents and warrants as follows as of the Effective Date and the Closing:

(1) **Title.** Seller has good and marketable title to the Property, and has not assigned, transferred, pledged, or otherwise encumbered them, in whole or in part. There are no leases, liens, encumbrances, easements, restrictions, covenants or other rights or interests against the Property, except for customary utility easements and any other interests Buyer has specifically approved in writing. There are no claims, demands, investigations, audits, or litigation pending or threatened against the Property. Seller has full authority to convey the Property to Buyer free and clear of all liens and encumbrances.

(2) **Authorized Use.** Seller has no knowledge of any violation of city, county, state, or federal building, land use, fire, health, safety, environmental ordinance, regulation, or other applicable law with respect to the Property, or any lands adjacent to the Property.

(3) **Liabilities.** Seller is current on all monetary obligations, including property tax obligations, with respect to, or in any way affecting, the Property. Seller will not transfer, and Buyer will not assume, any obligation or liability of Seller, except as otherwise specifically provided in this Agreement.

(4) **Environmental Liability.** To Seller's knowledge, the Property is not contaminated with, or threatened with contamination from outside sources by, any hazardous substance to which exposure is prohibited, limited or regulated by applicable law or which is known to pose a hazard to health and safety; and the Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances; nor is the Property subject to any wetlands or other environmental limitations. The Property has not been subject to any investigation by a governmental agency relative to environmental hazards, nor is any such investigation pending or threatened.

(5) **Continuing Condition.** Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the Effective Date until Closing.

(6) **Accuracy of Information.** All information Seller has provided to Buyer is true and correct in all material respects. Seller has not omitted to provide information that would materially affect a reasonable buyer's decision to purchase the Property or make any information provided to Buyer misleading.

b. Buyer's Acknowledgments and Warranties. Buyer acknowledges that Buyer has been given a full and fair opportunity to inspect the Property to Buyer's satisfaction.

c. Warranties of Both Parties. In completing this transaction, each party has relied solely upon the party's own attorneys, accountants and other professionals, and is not relying upon any such

advice from another party or his or its attorneys or agents. Each party acknowledges that the party has received a copy of this Agreement, has read this Agreement carefully, and has signed this Agreement of the party's own free will with the intent to be bound thereby. Each party has the authority and capacity to enter into the transactions contemplated under this Agreement. The persons signing below on behalf of each party has been duly authorized to do so.

11. INDEMNITY. Seller will indemnify, defend and hold harmless Buyer and its principals, agents, affiliates, successors, and assigns from and against any debt, claim, liability, or obligation arising out of the ownership of the Property on or before the Closing Date, including any warranty obligations, environmental liabilities, tax liabilities, and other obligations.

12. RIGHT OF REPURCHASE. Notwithstanding any provision of this Agreement to the contrary, in the event Buyer seeks to dispose of all or any portion of the Property during the first ten (10) years after the Closing, Seller will have a one-time right to repurchase the Property on the following terms:

a. Buyer will notify Seller in writing of its intent to dispose of the Property before conveying the Property to a third party; and any such conveyance will be subject to the provisions of this section.

b. Seller may exercise its right to repurchase by written notice to Buyer within ten (10) days after receiving Buyer's notice of intent to convey. If Seller fails to provide such notice within that timeframe, Seller's right to repurchase will expire and Buyer will be free to convey the Property without restriction.

c. If Seller exercises its right to repurchase, the repurchase price will be equal to the Purchase Price plus an annual increase of four percent (4%) after Closing, plus a ten percent (10%) administrative fee. Seller will pay the repurchase in cash or by wire transfer at closing within thirty (30) days after Seller exercises its right to repurchase; otherwise, the right to repurchase will expire and will not be revived for any subsequent conveyance to a third party.

13. DEFAULT. A party will be considered to be in default if (i) the party has substantially failed to perform the party's obligations or has breached a warranty under this Agreement through no fault of the other party; and (ii) after twenty (20) days' written notice from the non-defaulting party of such substantial failure to perform or breach of warranty, the defaulting party has not cured the failure or breach.

14. REMEDIES.

a. Buyer's Default. In the event of Buyer's default, Seller may (i) terminate this Agreement by written notice, and neither party will have any further rights or obligations under this Agreement; or (ii) seek damages for any breach of warranty by Buyer.

b. Seller's Default. In the event of Seller's default, Buyer may (i) terminate this Agreement by written notice, whereupon neither party will have any further rights or obligations under this Agreement; or (ii) exercise all rights and remedies under this Agreement, at law, and in equity, including specific performance and damages.

15. COSTS OF TRANSACTION. Each party will pay its own legal fees and other costs incurred in connection with the transactions contemplated under this Agreement. Each party represents that there are no brokerage fees, finder's fees, or similar fees due in connection with this transaction,

h. Attorney Fees. In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute will be entitled to recover from the other parties his, her, or its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

i. Further Documentation. The parties will cooperate in executing and delivering any further documents required by law or this Agreement to carry out the terms of this Agreement.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

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

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

SELLER:

SOUTH DAVIS SEWER DISTRICT

By: _____

Its: _____

BUYER:

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

EXHIBIT A

Legal Description

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 of Section 14, T.2 N., R. 1W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, which point is 1175.99 feet N.0°37'03"W. along the Quarter Section line from the South Quarter Corner of said Section 14; and running thence S.89°55'58"W. 202.11 feet to the southeasterly right of way and no-access line of State Route 67 (Legacy Parkway); thence N.54°36'24"E. 246.05 feet along said southeasterly right of way and no-access line to the northeast corner of said entire tract; thence S.0°37'03"E. 142.28 feet along said easterly boundary line to the point of beginning. The above described parcel of land contains 14,377 square feet or 0.330 acre.

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 of Section 14, T.2 N., R. 1W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at southeast corner of said entire tract, which point is 439.93 feet N.0°37'03"W. along the Quarter Section line from the South Quarter Corner of said Section 14; and running thence S.89°59'37"W. 325.00 feet along the southerly boundary line of said entire tract; thence N.0°37'03"W. 649.21 feet to the southeasterly right of way and no-access line of State Route 67 (Legacy Parkway); thence N.54°36'24"E. 149.60 feet along said southeasterly right of way and no-access line; thence N.89°55'58"E. 202.11 feet to the easterly boundary line of said entire tract; thence S.0°37'03"E. 736.06 feet along said easterly boundary line to the point of beginning. The above described parcel of land contains 233,835 square feet or 5.368 acres of which 4,716 square feet or 0.108 acre lies within the existing right of way of 1200 North Street. Balance 229,119 square feet or 5.260 acres.

Note: Basis of bearing, N.0°37'03"W. along the Quarter Section line, as per Davis County Survey's published data. Rotate above bearings 0°04'02" clockwise to equal record deed bearings.



MEMORANDUM

TO: Mayor & Council

DATE: November 29, 2017

FROM: Duane Huffman, Cathy Brightwell

RE: Business License Fees for Home Occupations

This memo provides (1) home occupation licensing background and an explanation of legislative changes affecting business license fees for home occupations, and (2) options for the council's consideration for how to implement the new state law.

Background

West Bountiful Municipal Code 5.28 requires that all business conducted within a dwelling in a residential zone obtain a home occupation license. Generally, individuals with home occupations seek out a license for tax purposes, and licensing such activity helps the city ensure land use codes are followed and protect residential areas. The city currently licenses 112 home occupations, representing about 1/3 of all business licenses. Current fees for home occupation business permits are set in the city's Consolidated Fee Schedule at \$20.00/year.

2017's Senate Bill 81 prevents the city from charging a business license fee for home occupations "unless the combined offsite impact of the home-based business and the primary residential use materially exceeds the offsite impact of the primary residential use alone."

As this is a new law and home occupation business licensing varies widely in each jurisdiction, there remains a high level of confusion regarding how to correctly implement the new law. Due to this confusion, additional changes are likely in 2018.

Implementation Options

As January marks the beginning of business licensing renewal season, staff is seeking input from the council on how to handle business license fees for home occupations.

- A. Remove Business License Fees for all Home Occupations – As the city code goes to significant length to prevent home occupations from impacting residential areas, an argument could be made that all current home occupations fall under the provisions of the new state law.
- B. Require Home Occupations to Self-Designate As Falling Under the State Law - Some cities are requiring businesses to submit a request if they believe they are exempt from business license fees under the state law.

- C. Develop a List of Home Occupation Types That Require a Fee – Some cities are developing lists of business types that they believe create enough of an impact to not fall under the state law, e.g. daycares, salons, engine repair, any business that is required to have a fire inspection due to possible hazardous storage or activities, etc.
- D. Discontinue Home Occupation Licensing To Businesses that Fall Under The New State Law – In this scenario, if a home occupation falls under the state law, they are no longer licensed by the city, unless they request to be licensed and pay a fee (see attached letter from North Salt Lake).
- E. Discontinue All Home Occupation Licensing – Some cities are either considering or have gone as far so as to cease offering licensing services to all home occupations.

Staff Recommendation: As the primary benefit to the community of home occupation licenses is the protection of residential neighbors, and as the total annual fees collected by home occupations are not significant (\$2,000 - \$2,500), and as creating a new way of figuring out who should be charged the fee and who shouldn't be would be burdensome without much value, staff recommends Option A – continue to license all home occupations but cease charging a fee.

3

4 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice website
5 and on the West Bountiful City website on November 21, 2017 per state statutory requirement.

6

7 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, November 28,**
8 **2017 at West Bountiful City Hall, Davis County, Utah.**

9

10 **Those in Attendance:**

11 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan Malan, Laura Charchenko, Corey Sweat, Mike
12 Cottle, and Council member Kelly Enquist

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

14 **VISITORS:** Gary Jacketta, Mike Brodsky, Zach Brodsky, Mark Preece, Nick Mingo, Chelsey Berg, Mike
15 George, Lynne George, Chris Jenson, and Rob Jenson.

16 The regular Planning Commission Meeting was called to order at 7:30 pm by Chairman Denis Hopkinson.
17 Mike Cottle offered a prayer.

18

19 **1. Accept Agenda**

20 Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as presented.
21 Corey Sweat seconded the motion. Voting was unanimous in favor among members present.

22 **2. Consider Planned Unit Development for Kinross Estates at Porter Lane and 1100 West by**
23 **Hamlet Homes**

24 Commissioner packets included a memorandum dated November 21, 2017 from Ben White regarding
25 Kinross Estates PUD Application with attached diagrams and the development agreement.

26 Ben White noted that this new proposal from the Hamlet Development for a Planned Unit Development
27 (PUD) still includes 34 lots on 23 acres in the R-1-22 zone. Their previous proposal was denied at the last
28 meeting. He noted there have been some alterations made which are listed below.

- 29
- 30 • 4 lots proposed on Porter have been reduced to 3 lots all over 20,000 sq.ft.
 - 31 • Some lots have been reconfigured and the subdivision still is proposing 34 lots consisting of
32 5 lots - 11,000 to 15,000 sq. ft., 14 lots - 15,000 to 20,000 sq. ft., and 15 lots over 20,000 sq. ft.
33 Note: a half acre is 21,700 sq. ft.
 - 34 • 3 acres of open space remain.
 - 35 • CCRs include the city's farm animal ordinance.
 - Operable vehicles can be stored on property.

- 36
- Lots cannot be further subdivided.
- 37
- All required studies have been concluded and are available at City Hall for review.

38 **Commission Comments:**

39 **Alan Malan** is still bothered by the 1700 ft. dead-end road. He asked about fencing around the
40 contaminated area. The fencing is proposed to be a rail fence along street and a square field fence
41 around the balance of the area. Mr. Malan is still opposed to the number of small lots and would
42 prefer the lots on the west be extended to the road.

43 **Laura Charchenko** identified an inconsistency between the development agreement and CCRs
44 regarding construction and sales trailers and asked that it be fixed. Preliminary plat easement for
45 the open space needs to be in writing. She stated that if all the studies meet engineering standards
46 and pass legal she supports them. The three-way agreement needs to be settled.

47 **Corey Sweat** for the most part supports the PUD but suggests that 2 lots need to be removed in
48 order to better comply to the half-acre standard. He does not want to see any quarter acre lots and
49 proposed some options to enlarge them. He wants to make sure that lots close to half acre are not
50 decreased in size to make the smaller lots larger. Elimination of 2 lots would help fix the problem.

51 **Mike Cottle** does not want smaller lots; he may be okay with a couple third acre lots.

52

53 **Michael Brodsky** took the stand and apologized for the frequency that he has burdened them with
54 this development. He is torn trying to make this development financially viable for the developer
55 and seller and appease the Commission with the open space feel. He further explained the
56 challenges of the property to create a subdivision. He feels that they have tried to make a
57 reasonable trade off in maintaining a rural feel along 1100 West with open space and along Porter
58 Lane with larger lots. He stated that there will be a production trailer on site during construction
59 but there will be no sales trailer; he will correct the difference between the development agreement
60 and the CCR's.

61 Mr. Brodsky said the 1700 ft. dead-end road will be resolved when the property to the south is
62 developed and the stub roads are completed. If the commission prefers to break up the open space
63 and run the road out to 1100 West, he is willing to do that but needs direction from them.
64 Commissioners were polled and there is only one Commissioner that has issues with the length of
65 the road.

66 **Corey Sweat** likes the open space parcel but the power easements will dictate that the space
67 remains open anyway even with individual owners. Mr. Brodsky stated that one benefit may be that
68 individual property owners will collect debris on the lots which will not be allowed on a single open
69 space parcel.

70 **Chairman Hopkinson** does not like extending lots to make them longer as he considers them too
71 narrow already. Long skinny lots can be problematic. He is concerned with the east side of the
72 development and feels that by removing lot # 4 and spreading it to lot 5 and 6 would make them
73 closer to the ½ acre. **Alan Malan** feels all the lots on the west side need to be ½ acres.

74 Some discussion took place regarding some possible realignments of lots to increase their size.

75 **Mr. Brodsky** stated that they may be able to shift the main road to the west enough to increase the
76 size of lots along its east side. He said they are willing to make the smaller lots closer to 15,000 sq.ft,
77 and will commit to still have fifteen lots over 20,000 sq.ft. He asked the commission to consider
78 approving the PUD based on this commitment and he will bring back the drawings once they are
79 complete.

80 **Chairman Hopkinson** reminded the Commissioners of the feedback they have received from letters
81 of citizen's and the public hearing. The half-acre zone should be adhered to as best as possible,
82 although the reason for the PUD is for exceptions from the zone and in this case, give the developer
83 some flexibility with the many challenges this area presents. Chairman Hopkinson proposed that
84 the redraw be in front of them before approving the Preliminary Plat.

85 **Laura Charchenko** was concerned that moving the road would create a domino effect to some of
86 the other lots. She feels it is important to have the physical drawings in front of us to review.

87 **Kelly Enquist** questioned the benefit the city is receiving to approve this as a PUD. He is also
88 concerned with the egress and ingress of the development.

89 **Mike Cottle** inquired what the benefit is of this PUD to the City. Chairman Hopkinson responded
90 that it is no real benefit to the City but gives the developer some flexibility and therefore allows the
91 area to be improved by developing it.

92 **Mr. Brodsky** noted that if a PUD is not approved then the City gives up control of the development
93 agreement and such so they could be at liberty to develop anyway they want on half acre lots.

94 **Chairman Hopkinson** encouraged Mr. Brodsky to be patient as they are close to having something
95 that they can approve. All the legal documents are in order up to this point. Discussion will be only
96 on the lot sizes at the next meeting.

97 **Corey Sweat** asked if Staff could provide a side by side comparisons of the two site plans for Kinross
98 Estates for the next meeting. Staff committed to do their best to provide them with the
99 documentation. **Mike Cottle** wants to review the letters from public hearing.

100 **ACTION TAKEN:**

101 ***Corey Sweat moved to table the approval of the PUD until a current plat plan as discussed, this***
102 ***evening. Alan Malan seconded the motion and voting was unanimous in favor.***

103

104 **6. Staff Report**

105 **Ben White:**

- 106
 - Noted that there will be some Code language proposals brought before them regarding
- 107 side yards after the first of the year.

108

109

110

111 **Cathy Brightwell:**

112 • Announced that Christmas on Onion Street will be this next Monday. Newsletter will be
113 out by Friday.

114 • She asked if they wanted to hold the meeting scheduled on December 26th.
115 Commissioners will likely cancel the December 26th meeting.

116

117 **7. Consider Approval of Minutes from November 14, 2017.**

118 **ACTION TAKEN:**

119 *Laura Charchenko moved to approve of the minutes of the November 14, 2017 meeting as corrected.*

120 *Corey Sweat seconded the motion and voting was unanimous in favor.*

121

122 **8. Adjournment**

123 **ACTION TAKEN:**

124 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at 8:40 p.m.*

125 *Laura Charchenko seconded the motion. Voting was unanimous in favor.*

126

127

128

129 *The foregoing was approved by the West Bountiful City Planning Commission on December 12, 2017, by*
130 *unanimous vote of all members present.*

131

132 _____

133 *Cathy Brightwell – City Recorder*

134

1
2 **Minutes of the West Bountiful City Council meeting held on Tuesday, November 21, 2017 at**
3 **West Bountiful City Hall, 550 N 800 West, Davis County, Utah.**
4

5 Those in attendance:

6
7 **MEMBERS:** Mayor Romney, Council members James Ahlstrom, James Bruhn, Kelly
8 Enquist, Mark Preece, and Andy Williams
9

10 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Sergeant
11 Wilkinson, Cathy Brightwell (City Recorder), Ben White (City Engineer), Steve Maughan
12 (Public Works Director), Paul Holden (Director of Golf)
13

14 **GUESTS:** Alan Malan, Gary Jacketta, Eric Eastman, Craig Jacobsen, Chris Jensen, Mason
15 Erickson, Toby Winget, Josh Huggins
16

17 -----
18

19 Mayor Romney called the meeting to order at 7:30 pm.
20

21 Boy scouts from Troop 1039 opened the meeting. Mason Erickson recited the Scout Oath, Toby
22 Winget recited the Scout Law, and Josh Huggins led the Pledge of Allegiance.
23

24
25 **1. Accept Agenda.**

26 **MOTION:** *Mark Preece Moved to Accept the Agenda; James Bruhn Seconded the*
27 *Motion which PASSED by Unanimous Vote of all Members Present.*
28

29 **2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a**
30 **group).**
31

32 Eric Eastman, resident, said he appreciates the opportunity to speak; many cities do not allow
33 open public comment. He talked about the election results and the remarkable turnout. He hopes that
34 means that the public is aware of what is going on even if they do not attend meetings. He asked the
35 council to make sure they are prepared so the best decisions can be made.
36

37 Chris Jensen, resident, asked if the city was planning to band together with other cities to fight
38 against allowing large trucks on Legacy Highway. Mayor Romney responded that there is a group
39 beginning to have conversations about the issue, but as a council, we have not discussed it or made a
40 decision yet. He explained that the restriction on large trucks will automatically sunset unless the
41 legislature takes action to stop it.
42

43 **3. Canvass Votes for the West Bountiful 2017 Municipal General Election.**

44
45 The mayor and council make up the board of municipal canvassers for the city and are
46 required to canvass the election returns and certify the election results.

47 The final count of votes from the municipal general election held on November 7, 2017 was
48 as follows. For mayor, Kenneth Romney was elected with 995 votes; Brady Tracy received 191
49 votes. For city council, Mark Preece and Kelly Enquist were elected with 614 votes and 745 votes
50 respectively; Heather Gardner received 521 votes and Alan Malan received 346 votes.

51
52 **MOTION:** *James Ahlstrom made a motion to accept the canvass of votes and certify the*
53 *Election. Andy Williams seconded the Motion which PASSED by unanimous*
54 *vote of all members present.*

55
56
57 **4. Consider Request for Correction of Water Bill for Kathy Lovoi.**

58
59 Ms. Kathy Lavoι submitted a request for the council to consider a correction to her recent
60 water bill due to a broken water pipe on her property at 831 W. Pages Lane. Her recent water bills
61 show that there was a significant increase in August and September compared to her regular water
62 bills. She states that her lack of experience with water lines and error in judgement were the main
63 reasons she did not take action sooner and asks that the city forgive a portion of the excessive water
64 bill.

65 Mr. Huffman provided a rough estimate of the cost to the City to purchase the water lost in
66 this leak as \$184.38.

67 There was discussion about problems created by the city when forgiving amounts that are no
68 fault of the city. There were questions about ways the bills might be flagged when amounts are
69 excessive.

70
71 **MOTION:** *James Ahlstrom made a motion to forgive \$131.27, the overage amount that*
72 *exceeds the estimated cost of the water, with the option to spread payments*
73 *out over a period of time not to exceed one year. James Bruhn seconded the*
74 *Motion which PASSED by unanimous vote of all members present.*

75
76
77 **5. Consider Request for Correction of Water Bill for the Cox Family.**

78
79 The Cox family inherited land at 1298 W 1200 North from their grandfather when he passed
80 away. They do not occupy the property and did not know there was city water run to the back of the
81 property until they went out and found a lot of water from a broken pipe. They immediately capped it
82 off when they found it so it won't happen again.

83 A request has been submitted to consider a reduction to their recent water bill due to the
84 broken water pipe. They acknowledge the water usage is their responsibility but request that at least
85 a portion of the bill be forgiven. Based on the property's standard usage, it appears that the amount of
86 water associated with the water line break was about 338,400 gallons and charges of \$843.96 above
87 normal payments.

88
89 **MOTION:** *Kelly Enquist made a Motion to forgive \$632.46, the overage amount that*
90 *exceeds the estimated cost of the water, plus any similar additional amounts*
91 *not yet billed in November, with the option to spread payments out over a*
92 *period of time not to exceed one year. James Ahlstrom seconded the Motion*
93 *which passed by unanimous vote of all members present.*

94
95
96 **6. Consider Request from Brian Olsen for a Variance to Build an Accessory Structure on**
97 **his Property at 733 N 900 West.**

98
99 Brian Olsen applied for a variance for his property at 733 N 900 West to allow the
100 construction of a 420-square foot carport that is one foot away from his home but connected at the
101 roof line and three feet off the property line without being fire rated, which conflicts with West
102 Bountiful Municipal Code.

103 Duane Huffman explained the standards for obtaining a variance under state law are very high
104 and listed the specific criteria to be met. He added that if the applicant fails to prove all five
105 requirements, the variance must be denied, and any decision needs to be writing.

106 Staff's analysis after reviewing each standard is that Mr. Olsen has not presented evidence
107 sufficient to suggest a variance is justified.

108 There was discussion about the specifics of Mr. Olsen's request and how granting a variance
109 impacts the entire city. In addition to normal setback standards, this property is in the historic district
110 which carries more restrictions.

111 Mr. Olsen said he believed the setback requirements applied only to closed structures, not to
112 open structures such as a boat shelter. It has been a learning curve but they are \$1,200 into the
113 construction. He said they have lived here for five years and love West Bountiful. He provided
114 pictures of properties in the area that have similar non-compliant structures and asked why his
115 situation is different and why we are not going after the other residents. Mayor Romney responded
116 that we do track and address illegal structures. In some cases, we have put notices on their deeds
117 which can make properties difficult to sell.

118 Council member Ahlstrom added that using other non-compliant structures as an argument
119 does not get them where they want to be. Given the law, they cannot grant the variance but he
120 appreciates someone that tries to work with the city to meet requirements and suggested he talk with
121 Mr. Huffman to see if any changes can be made to the law.

122 Mrs. Olsen asked what their options are. She said it doesn't seem fair that there appear to be
123 many non-compliant properties within one mile of them. Their structure looks good and was built
124 well. What would be the consequences if they completed the building? Mr. Huffman responded that
125 the structure would be red-tagged which prohibits any contractor from working on it. Additionally, a
126 notice would be put on the deed making the home difficult to sell.

127
128 **MOTION:** *James Ahlstrom made a Motion to direct staff to prepare a written decision*
129 *denying the variance finding that insufficient evidence was presented to meet*
130 *the requirements. Mark Preece Seconded the Motion which PASSED.*
131

132 The vote was recorded as follows:

133 James Ahlstrom – Aye
134 James Bruhn – Aye
135 Kelly Enquist – Aye
136 Mark Preece – Aye
137 Andy Williams – Aye
138

139
140 **7. Consider Final Plat Approval for The Manors at McKean Meadows at 1065 N 800 West.**
141

142 *Council member Ahlstrom disclosed he is on an interest list for purchasing a lot in this*
143 *proposed subdivision, which will not affect his vote.*
144

145 Ben White provided a summary of the 5.3 acre thirteen-lot subdivision at approximately 1100
146 North and 800 West, which has a positive recommendation from planning commission.

147 All 13 lots conform to the R-1-10 zoning requirements; the length of the dead-end street is
148 within Code limits; a turnaround bubble is provided; and water, sewer, storm drain, and secondary
149 water utilities are consistent with standard design practices and utility agency requirements. The
150 sidewalk on 800 West will match the historic district with five-foot park strip and sidewalk.

151 There was discussion about a proposed path to Prospector Rail Trail. Mr. Huffman explained
152 that trail connections are highly valued in the community as will be shown in the parks master plan.
153 Phil Holland, the developer, said he understands the value to residents, and although there is no
154 financial value to him, he is indifferent. He estimates it will cost approximately \$4,600 to build a
155 trail to the back of lot. A fence requirement was not included in the planning commission's
156 recommendation. Mr. Huffman proposed having the developer provide the easement as shown on the
157 plat, but have the city reimburse the developer for the construction of the cement path.

158 Drainage will meet earlier council requests and includes money to the city to complete the
159 golf course portion.
160

161 **MOTION:** *Andy Williams Moved to Approve the final plat for The Manors at McKean*
162 *Meadows with the city reimbursing the developer for the construction of*

163 *the path to the Rail Trail property and pending the following conditions*
164 *are met: 1) Provide a title report with no objectionable entries; 2) Payment*
165 *of Inspection fee and storm water impact fee; 3) Post the appropriate*
166 *improvement bonds; 4) Execute an Improvement Agreement with the City;*
167 *5) Water rights will be deeded to the city pursuant to the November 15,*
168 *2017 letter from Phil Holland, and the city will pay the cost to abandon the*
169 *well; and 6) Minor clarifications on engineering drawings per city staff;*
170 *James Bruhn Seconded the Motion which PASSED.*

171
172 The vote was recorded as follows:
173 James Ahlstrom – Aye
174 James Bruhn – Aye
175 Kelly Enquist – Aye
176 Mark Preece – Aye
177 Andy Williams – Aye

180 **8. Consider Ordinance #396-17, An Ordinance Removing all but Lot 1 of The Manors at**
181 **McKean Meadows Subdivision, 1065 N 800 West, from the Historic Overlay District.**

182
183 Ben White explained that the Manors at McKean Meadows is currently included in the
184 Historic Overlay District which is a zoning subsection to the R-1-10 zone. Homes built in this
185 District are required to comply with specific historic architectural requirements. The developer has
186 requested that the property, except for Lot 1, be removed from the Historic District. They support the
187 city’s desire to preserve the historic character of the homes that front 800 West and are proposing to
188 leave Lot 1 in the District.

189 Following a public hearing by the planning commission where no opposition was presented,
190 they recommend the property be rezoned as requested by the developer. There was discussion about
191 the existing historic district and how some parts of it came to be included.

192
193 **MOTION:** *James Bruhn made a motion to remove all but Lot 1 from the historic*
194 *overlay district. Andy Williams Seconded the Motion which PASSED.*

195
196 The vote was recorded as follows:
197 James Ahlstrom – Aye
198 James Bruhn – Aye
199 Kelly Enquist – Aye
200 Mark Preece – Aye
201 Andy Williams – Aye

202
203

204 **9. Consider Request from Ovation Homes to Suspend Excavation Restriction on Pages**
205 **Lane for Cottages at Havenwood Power Supply Potholing.**
206

207 Duane Huffman explained that the developers of the Cottages at Havenwood have requested a
208 suspension of the excavation restriction to the newly constructed Pages Lane road. In order to bore
209 under the road to supply the new subdivision with power, contractors need to pothole (create 10”
210 diameter holes) to check for existing utilities. They state that at the time of the Pages Lane
211 construction they could not have reasonably known that an underground power supply crossing the
212 road would be needed. They also provided a letter from Rocky Mountain Power (“RMP”) stating
213 that the best source for power comes underground from south of Pages Lane.

214 Mr. Huffman proposed two options for consideration, 1) require the developer to use the
215 existing overhead power lines crossing Pages Lane, or 2) allow an underground bore and allow no
216 more than four potholes, requiring that the potholes be repaired as directed. Staff recommends option
217 2 which is consistent with the city’s policy to limit new services from overhead power lines.

218 There was discussion about the pros and cons of each option.

219 Craig Jacobsen, representing the developer, thanked the council for considering this request
220 on short notice. He said they have talked with RMP and while they can probably make it work from
221 the overhead lines, they won’t know for sure and their preference, as well as RMP’s is to go
222 underground.

223
224 **MOTION:** *Kelly Enquist made a motion to approve Option #2 allowing a maximum of*
225 *four potholes of 10” diameter, and repair of the holes requires each hole to*
226 *be vacuumed out, filled with flowable fill, tacked, filled with 6” of new*
227 *asphalt, and crack sealed. Andy Williams seconded the Motion which passed*
228 *with unanimous vote of all members present.*
229

230 **10. Consider Authorization of Rocky Mountain Power Easement.**
231

232 Duane Huffman reviewed the request by Rocky Mountain Power and Verizon for an easement
233 associated with the cell tower on city-owned land known as Jessi’s Meadow Park so they can provide
234 power to the cell tower leased to Verizon by the City. The proposed easement will include only
235 underground equipment and will hug the property line so as not to interfere with any future use of the
236 land.

237
238 **MOTION:** *James Bruhn made a motion to approve the Cell Tower Easement for Rocky*
239 *Mountain Power. Kelly Enquist seconded the Motion which passed by*
240 *unanimous vote of all members present.*
241
242

243 **11. Consider Authorization of UDOT Cooperative Agreement for Pages Lane Bike Lanes.**
244

245 *Council member Bruhn disclosed he is a property owner on Pages Lane impacted by the*
246 *projected associated with the agreement.*
247

248 Ben White described two separate grant applications that were submitted for funding
249 assistance to construct bike lanes and pedestrian sidewalks along Pages Lane from 800 West to 1100
250 West. These monies are for drainage improvements such as drive approaches, driveway connections
251 and landscaping repair necessitated by the project. The combined grant total is for \$510,000 with a
252 city match of \$100,000.

253 There was discussion about a requirement to complete the work by December 2018 or be
254 subject to forfeiture of the entire grant. Since the grant is a reimbursement agreement, the city must
255 first complete the entire project before we are eligible to submit a request for the grant money. Mr.
256 White said he has no concern with the timetable.

257 Ben added that staff continues to pursue other funding sources for the project. One source
258 will be a \$40,000 contribution by Dominion Energy. This is the equivalent amount of money they
259 would spend on an asphalt overlay related to their recent gas line work on Pages Lane. Staff would
260 rather place an asphalt overlay over the entire road next year rather than parts of the road in two
261 different years. This money can also be used toward the City's \$100,000 match.
262

263 **Motion:** *Andy Williams made a motion to authorize a UDOT Cooperative Agreement*
264 *for Pages Lane Bike Lanes. Mark Preece seconded the Motion which passed*
265 *by unanimous vote of all members present.*
266
267

268 **12. Consider Authorization of UDOT Cooperative Agreement for Pages Lane Pedestrian**
269 **Access.**
270

271 **Motion:** *James Ahlstrom made a Motion to authorize a UDOT Cooperative*
272 *Agreement for Pages Lane Pedestrian Access. Mark Preece seconded the*
273 *Motion which passed by unanimous vote of all members present.*
274
275

276 **13. Consider Ordinance #397-17, An Ordinance Amending the West Bountiful Municipal**
277 **Nuisance Code related to appeal authority.**
278

279 Duane Huffman explained that the current city nuisance code only has provisions for a legally
280 trained individual appointed by the mayor to act as hearing officer on nuisance citation appeals.
281 While having a 3rd party handle appeals makes sense, he recognizes that based on the number and

282 level of appeals received, it is more practical for the city council to have the option of handling these
283 appeals. The proposed amendment still includes the option of having an individual appointed as a
284 hearing officer if at any point the council finds it beneficial to do so.

285 He said that the city has not had any formal citations up to this time, but may have some in
286 near future.

287 **MOTION:** *Andy Williams Moved to approve Ordinance 397-17, An Ordinance*
288 *Amending the West Bountiful Nuisance Ordinance related to appeal*
289 *authority. James Bruhn seconded the Motion which PASSED.*

290 The vote was recorded as follows:

291 James Ahlstrom – Aye
292 James Bruhn – Aye
293 Kelly Enquist – Aye
294 Mark Preece – Aye
295 Andy Williams – Aye
296
297
298

299 **14. Consider Adoption of Arbor Day Proclamation.**
300

301 **MOTION:** *James Ahlstrom Moved to Adopt the Arbor Day Proclamation for 2017.*
302 *Andy Williams Seconded the Motion which PASSED.*
303

304 The vote was recorded as follows:

305 James Ahlstrom – Aye
306 James Bruhn – Aye
307 Kelly Enquist – Aye
308 Mark Preece – Aye
309 Andy Williams – Aye
310
311

312 **15. Public Works/ Engineering Report.**

313 Ben White –

- 314 • Plans to put the Pages Lane project out to bid December/January with 12 weeks to
315 complete the project. This will not be nearly as intrusive as Page’s 2016 project.
316 • Planning Commission tabled consideration of Hamlet Homes’ PUD request at 1100 W
317 and Pages Lane.
318 • Ovation poured their first two footings and plan to move pretty aggressively. We are
319 working with Geotech engineers taking samples as they put in footings; they are going
320 pretty deep.
321
322

- 323 Steve Maughan -
- 324 • Ovation has a lot of work going on. Utility conduits are in for all utilities. They still need
- 325 to move dirt and weather permitting they can bring it out on Pages Lane.
- 326 • Dominion is still doing clean-up and finishing up landscaping. There are some additional
- 327 areas they need to grade and compact on Pages Lane.
- 328 • There was a main line water break on 800 West at about 200 North. It was a 12” cast iron
- 329 line that was sheared clean. Pipe is brittle with three breaks in the last three months.
- 330 • Installed the new school flashing light. It is solar powered and has been programmed out
- 331 two years.
- 332 • Stringham Farm path – the fence has been cut, concrete on church portion has been
- 333 poured, our side is gravel now. There are some elevation issues.
- 334

335 **16. Police Report.**

- 336 • Brian Flint, new officer, starting in December immediately after he graduates from POST.
- 337

338 **17. Administrative/Financial Report.**

339 Duane Huffman

- 341 • Finance - we reviewed the draft by our new auditors and was pleased with their report.
- 342 They provided some ideas for improvement but overall, they were pleased with how we
- 343 are doing things. They will make their presentation to council in December.
- 344 • The fire board adopted a change to member assessments which will affect West Bountiful.
- 345 As personal property is no longer counted towards new growth for property taxes we will
- 346 no longer be punished for changes in values. The administrative committee is working
- 347 well.
- 348 • Verizon lease has been executed, with the \$10k signing amount received.
- 349 • PEHP returned approximately \$10k in unneeded premiums for long term disability.
- 350 • The Sewer Board agreed to sell property on 1200 North to the city, and we will move
- 351 forward with the process to vacate property on the west side (1200 North). Public hearings
- 352 to vacate the street will be held in December.
- 353

354 **18. Mayor/Council Reports.**

355

356 James Ahlstrom – recently became aware of a flooding issue in Lowe’s parking lot and asked

357 what causes it and what can be done. Steve Maughan has talked with Lowe’s and suggested

358 they discuss the issue with property owner, Thackeray, to see if they can correct the drainage.

359

360 Mark Preece – the Sewer Board agreed to sell the land requested by the City at a good price.

361 He added that the South plant in North Salt Lake has a lot of activity as they create algae to

362 sell. They have received an offer from a group that wants to buy from here rather than China,
363 80,000 pounds/day. They should be online in a year.

364
365 James Bruhn – asked if we have talked with UDOT about installing the bus stop at 800 West
366 and Pages Lane that was relocated during the Pages Lane construction. Ben White will bring
367 it up to them after consideration of our pending grants.

368
369 Andy Williams – youth council is working hard on Christmas on Onion Street and will
370 continue revamping their bylaws after the first of the year.

371
372 Kelly Enquist – surrounding cities have complained about issues with trains honking through
373 the area. He also heard reports of thunder noises from Holly and asked if there was a way for
374 them to time their bird cannons so that animal owners could prepare their animals.

375
376 Mayor Romney – thanked staff for their good work with grants, recent fire board decisions,
377 and sewer district purchase.

378
379 **19. Approve Minutes from the October 17 and October 26, 2017 City Council Meetings.**

380
381 **MOTION:** *James Ahlstrom Moved to Accept the October 17 and October 26, 2017*
382 *Minutes as Presented. Kelly Enquist seconded the Motion which PASSED*
383 *by Unanimous Vote of All Members Present.*

384
385 **20. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code**
386 **Annotated 52-4-205.**

387
388 No Executive Session was held.

389
390 **21. Adjourn.**

391
392 **MOTION:** *Mark Preece Moved to Adjourn this Meeting of the West Bountiful City*
393 *Council at 9:45 p.m. Andy Williams seconded the Motion which PASSED by*
394 *Unanimous Vote of all Members Present.*

395
396 -----
397

398 *The foregoing was approved by the West Bountiful City Council on Tuesday, December 5, 2017.*

399
400
401 _____
402 Cathy Brightwell (City Recorder)