

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
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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION
AT 6:30 PM AND A REGULAR MEETING AT 7:30 PM ON
TUESDAY, FEBRUARY 20, 2018 AT CITY HALL, 550 N 800 WEST**

Work Session at 6:30 pm

Consider Proposed Compensation Plan for West Bountiful City Employees.

Regular Meeting at 7:30 pm

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

1. Approve the Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Request by Brandon George to place a “Little Free Library” at City Park as part of his Eagle Scout Project.
4. Consider 3rd Amendment to the Development Agreement between Capital Reef Management, LLC and West Bountiful City dated May 3, 2016.
5. URMMA Council Training.
6. Consider Resolution 430-18, A Resolution Approving the Second Amendment to the 2016 Interlocal Cooperation Agreement Between Davis County and City of West Bountiful for Animal Control Services.
7. Consider Resolution 431-18, A Resolution Extending the 2016 Interlocal Cooperation Agreement for the Davis Metro Narcotics Strike Task Force.
8. Police Report.
9. Engineering/Public Works Report.
10. Administrative.
11. Mayor/Council Reports.
12. Approve Minutes from the February 6, 2018 City Council Meeting.
13. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.
14. Adjourn.

Those needing special accommodations for the meeting can contact Cathy Brightwell at 801-292-4486 24-hrs 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 February 16, 2018.



MEMORANDUM

TO: Mayor and City Council

DATE: February 16, 2018

FROM: Duane Huffman

RE: **Request for Third Amendment to Development Agreement for The Cottages at Havenwood Subdivision – Marketing Trailer and Model Home**

This memo introduces the developer's request for a marketing trailer and model home at the Cottages at Havenwood Subdivision.

Background

Capital Reef Management desires to install a trailer at the subdivision to host prospective home buyers and market their properties. These activities would transfer to a model home once built, and the trailer would be removed.

City code is silent regarding marketing trailers and model homes. The project is located in the R-1-10 zone, and none of the permitted or conditional uses of that zone are consistent with the commercial use of a marketing trailer. Marketing within a model home could perhaps be viewed as an accessory use and therefore allowed, but the city has never made a decision on that in the past.

Capital Reef has contested that either by way of accessory use or language in their CC&Rs that does not prohibit a sales office, they have a right to have a marketing trailer and eventual model home. They have provided a model ordinance from Layton City related to how these uses could be governed.

For the sake of time, the developer and city staff recognize that an amendment to the development agreement would be the fastest way to resolve this issue if the city council is amenable to the developer's request.

Draft Amendment

Attached to this memo are two different versions of an amendment:

- A. **Staff Version:** This version uses base language provided by Capital Reef Management and adds provisions from the Layton City Ordinance (also provided by Capital Reef Management) to govern both the trailer and the model home. Staff does not necessarily recommend an amendment at all, but if the council desires to grant the request, staff believes this to be the best option.

- B. Capital Reef Management Version: Upon review of the staff version, Capital Reef Management contested provisions related to off-street parking and the requirement that the model home cease its marketing use after 80% of the homes have been sold (see the e-mail from Mr. Jacobsen). Both these provisions came from the Layton City Ordinance provided by Capital Reef Management, and staff is not aware of any use within the city where a business or even a home is not required to provide off-street parking.

The developer will likely be at Tuesday's council meeting to further explain the need and desirability for a marketing trailer and model home as well as to answer questions. The council may (1) approve one of the versions of the amendment presented, (2) direct staff to return with a different amendment, or (3) decide not to act on the request.

Upon written application showing proof of need, the Community and Economic Development Director or designated person may issue a building permit and temporary certificate of occupancy for the use of land by temporary buildings under the conditions noted in Subsections (1), (2), and (3) below. Temporary - mobile construction offices may be allowed in any zoning district as uses by right provided that the temporary certificate of occupancy shall be valid for a period of six (6) months, subject to renewal for not more than three (3) successive six (6) month periods. Renewals may be granted only if construction is pursued with due diligence and completion of the project has been delayed by means not under the control of the developer/builder. Mobile construction offices as noted in Subsection (2) below, may include non-commercial concrete or asphalt batching plants and building materials/equipment storage areas which are both incidental and necessary for the construction of the immediate project, and are to be used only thereon.

1. **Mobile construction offices.** Mobile construction offices may be allowed in R-H, RM-1, R-2, R-1-6, R-1-8, R-1-10, R-S, and A zoning districts with the following requirements:
 - a. In single family zoning districts a permit for a mobile construction office may be issued only after the permit for the model home has been issued;
 - b. The mobile construction office will comply with the clear view requirements set forth in Section 19.16.080;
 - c. Mobile construction offices must comply with the setbacks for the individual zoning district in which it is located;
 - d. The mobile construction office will provide off-street parking for all employees that will work in the office; and
 - e. Mobile construction offices must be removed within fourteen (14) days of occupancy of the permanent building.
2. Mobile construction offices in commercial and industrial zoning districts may be allowed with the following requirements:
 - a. A maximum of three (3) mobile construction offices will be allowed per site where a construction permit has been issued;
 - b. Mobile construction offices must be located out of all clear view areas as set forth in Section 19.16.080;
 - c. Mobile construction offices will comply with setbacks for the individual zoning district in which it is located;
 - d. Mobile construction offices must supply off-street parking for all employees; and
 - e. Mobile construction offices must be removed within fourteen (14) days of occupancy of the permanent building.
3. **Model homes.** Model homes may be allowed as a permitted use in the R-MH, R-H, R-M1, R-2, R-1-6, R-1-8, R-1-10, R-S, and A zoning districts for the marketing of lots or structures in the subdivision in which they are located, with the following criteria:
 - a. The model home approval expires when the subdivision is more than eighty percent (80%) developed or has been occupied as a model home for three (3) years whichever comes first;
 - b. A minimum of three (3) off-street parking spaces are provided;
 - c. An exterior lighting plan is provided indicating the location, direction, and timing of all lighting on the site;
 - d. A signage plan is provided indicating the size and location of all signs consistent with Chapter 20.05 of this Code;

e. The model home may only operate daily between the hours of 10:00 a.m. and 7:00 p.m.;
and

f. A model home shall not be used as a general real estate office or construction management office for off-site developments.

4. **Garage, Yard sale:** Any sale of personal belongings in residential zoning districts must be sold by a resident of the property. Garage Yard sales are not to occur more than four (4) days annually.

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 11-09, Amended, 3/17/2011

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 04-69, Recodified, 12/16/2004

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT**
The Cottages at Havenwood Subdivision

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (“*Amendment*”) is made and entered into effective February ____, 2018 (the “*Effective Date*”), by and between **CAPITAL REEF MANAGEMENT, LLC**, a Utah limited liability company (“*Developer*”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “*City*”).

RECITALS

A. The parties entered into a Development Agreement dated May 6, 2016 (the “*Agreement*”). Under the Agreement, the City granted Developer certain rights to develop approximately 9.13 acres of real property at approximately 690 West 1600 North, West Bountiful, Utah, as more particularly described in the attached **Exhibit A** (the “*Property*”), as a Planned Unit Development (“*PUD*”) pursuant to Chapter 17.68 of the West Bountiful Municipal Code, as amended (the “*Code*”), under the name of “*The Cottages at Havenwood*” (the “*Subdivision*”). The parties have amended the Agreement on two separate occasions.

B. Developer contends that the Agreement permits the use of a marketing trailer, as well as a model home to market the Subdivision. The City disagrees with Developer, and interprets the Agreement and the Code to prohibit retail and commercial uses within the Subdivision.

C. Without agreeing with each other’s position and without waiving any rights either party may otherwise have, the parties have determined that it would be in their mutual interest to amend the Agreement to expressly allow the use of a marketing trailer and model home at the Subdivision subject to certain conditions and restrictions, as set forth herein.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MARKETING TRAILER USE. Developer or its assignee who is marketing the Subdivision may utilize a marketing trailer under the following conditions and restrictions:

A. The marketing trailer is to be located on Lot 1 of the Subdivision. A site plan showing the location of the trailer, parking spaces, and any utility services is attached as **Exhibit A**. Developer will comply with all applicable ordinances, including clear view, setback, and applicable building permit requirements (if any), in connection with the marketing trailer.

B. The marketing trailer is to be used solely for the purpose of marketing residences in the Subdivision, and not as a general sales office for offsite developments.

C. The hours of operation for the marketing trailer (and later the model home) shall be limited to Monday through Saturday, from 10:00 a.m. to 6:00 p.m., with the exception of a pre-set appointment to meet with a specific prospective buyer.

D. Developer shall provide off-street parking on Lot 1 for employees, agents, and customers; provided, that no more than three vehicles may be parked on Lot 1 incident to marketing, except for pre-scheduled open houses and the Parade of Homes.

E. No vehicles incident to marketing may be parked other than on Lot 1, either within or outside the Subdivision, except for pre-scheduled open houses and the Parade of Homes.

F. Use of the marketing trailer will end and the marketing trailer will be removed from the Subdivision by the earlier of June 30, 2018 or fifteen (15) days after issuance of a certificate of occupancy for the Subdivision's model home.

2. MODEL HOME USE. Developer or its assignee who is marketing the Subdivision may utilize the home currently under construction on Lot 2 as a model home, subject to the same conditions and restrictions for Lot 2 as provided for Lot 1 in Section 1.B, C, D, and E, above, except that the model home may be open and utilized as an entry in the regularly scheduled Parade of Homes for the year 2018. The model home will be subject to the following additional restrictions:

A. Use of the model home will cease when 80 percent of the homes in the Subdivision have been sold, or three (3) years after the certificate of occupancy for the model home is issued, whichever occurs first.

B. Developer will submit an exterior lighting plan, subject to the City's approval, indicating the location, direction, and timing of all exterior lighting on Lot 2.

C. Developer will submit a signage plan, subject to the City's approval, indicating the size and location of all signs on Lot 2 consistent with the Code.

3. EFFECT OF AMENDMENT. The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement as previously amended will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

[Signatures on following page.]

DEVELOPER VERSION

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT *The Cottages at Havenwood Subdivision*

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (“*Amendment*”) is made and entered into effective February ____, 2018 (the “*Effective Date*”), by and between **CAPITAL REEF MANAGEMENT, LLC**, a Utah limited liability company (“*Developer*”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “*City*”).

RECITALS

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B. Developer contends that the Agreement permits the use of a marketing trailer, as well as a model home to market the Subdivision. The City disagrees with Developer, and interprets the Agreement and the Code to prohibit retail and commercial uses within the Subdivision.

C. Without agreeing with each other’s position and without waiving any rights either party may otherwise have, the parties have determined that it would be in their mutual interest to amend the Agreement to expressly allow the use of a marketing trailer and model home at the Subdivision subject to certain conditions and restrictions, as set forth herein.

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B. The marketing trailer is to be used solely for the purpose of marketing residences in the Subdivision, and not as a general sales office for offsite developments.

C. The hours of operation for the marketing trailer (and later the model home) shall be limited to Monday through Saturday, from 10:00 a.m. to 6:00 p.m., with the exception of a pre-set appointment to meet with a specific prospective buyer.

D. ~~Developer shall provide off street parking on Lot 1 for employees, agents, and customers; provided, that n~~No more than three vehicles may be parked ~~adjacent to~~ Lot 1 incident to marketing, except for pre-scheduled open houses and the Parade of Homes.

~~E. No vehicles incident to marketing may be parked other than on Lot 1, either within or outside the Subdivision, except for pre-scheduled open houses and the Parade of Homes.~~

~~EF.~~ Use of the marketing trailer will end and the marketing trailer will be removed from the Subdivision by the earlier of June 30, 2018 or fifteen (15) days after issuance of a certificate of occupancy for the Subdivision's model home.

2. MODEL HOME USE. Developer or its assignee who is marketing the Subdivision may utilize the home currently under construction on Lot 2 as a model home, subject to the same conditions and restrictions for Lot 2 as provided for Lot 1 in Section 1.B, C, D, ~~and E,~~ above, except that the model home may be open and utilized as an entry in the regularly scheduled Parade of Homes for the year 2018. The model home will be subject to the following additional restrictions:

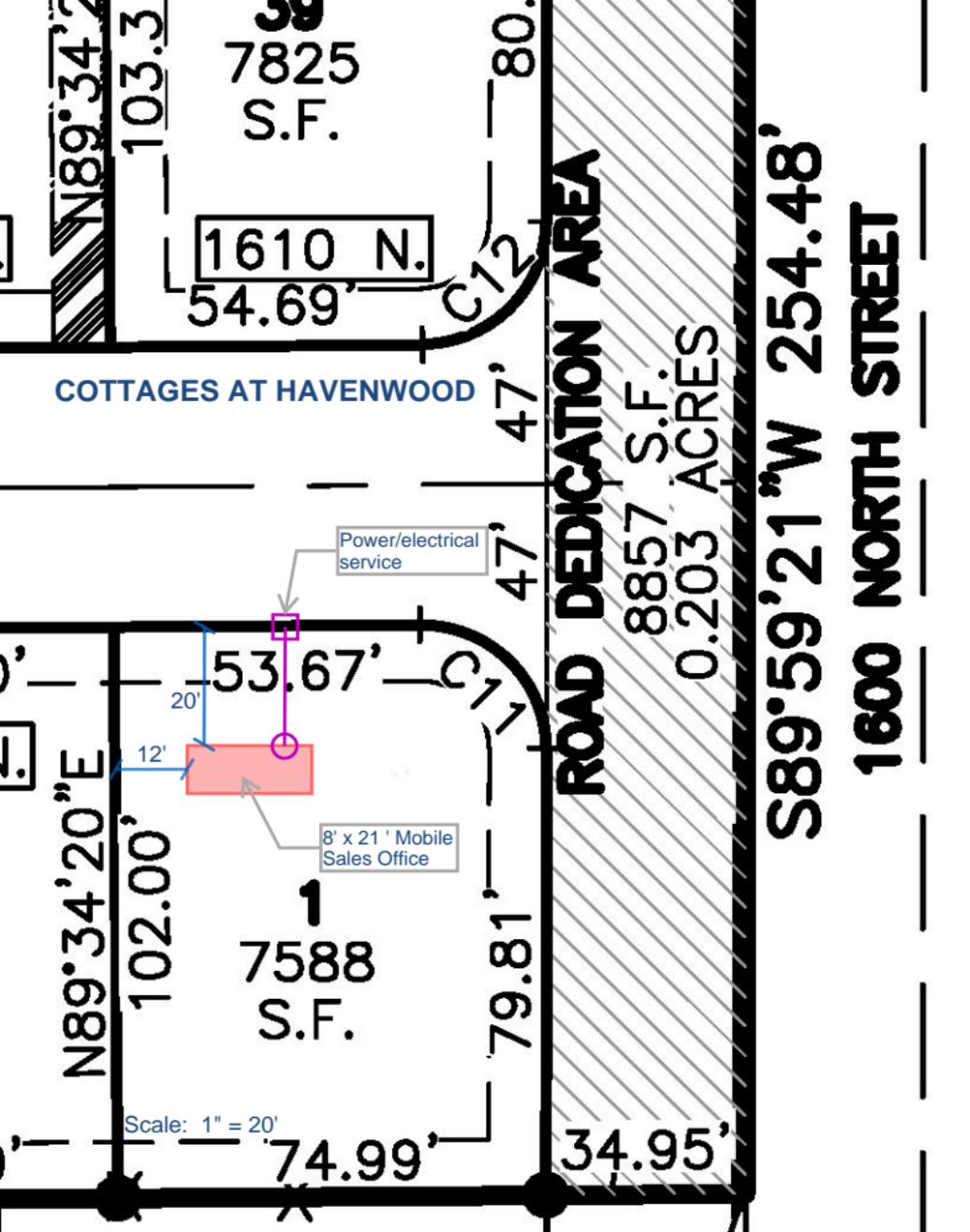
A. Use of the model home will cease ~~when 80 percent of the homes in the Subdivision have been sold, or~~ three (3) years after the certificate of occupancy for the model home is issued, ~~whichever occurs first.~~

B. Developer will submit an exterior lighting plan, subject to the City's approval, indicating the location, direction, and timing of all exterior lighting on Lot 2.

C. Developer will submit a signage plan, subject to the City's approval, indicating the size and location of all signs on Lot 2 consistent with the Code.

3. EFFECT OF AMENDMENT. The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement as previously amended will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

[Signatures on following page.]



MEMORANDUM



TO: Mayor & Council
DATE: February 15, 2018
FROM: Duane Huffman
RE: **Animal Control Agreement Amendment**

In July of 2016 the City adopted a new interlocal agreement for animal control services with Davis County. The new agreement contemplated annual payment adjustments based on costs, city use, and capital needs.

The attached resolution is for the cost amendment for the 2018 calendar year. The table below compares the costs from 2016 to 2017.

Animal Control Costs			
	2016	2017	2018
General Animal Control	\$7,236.31	\$9,153.70	\$11,197.88
Wildlife	\$1,519.25	\$1,184.50	\$1,210.25
Capital Needs	\$590.10	\$646.64	\$741.84
Total	\$9,345.66	\$10,984.84	\$13,149.97

Despite the cost increase, staff continues to recommend participation with the County as the most cost efficient method of providing animal control, and hence recommends the adoption of the amendment.

WEST BOUNTIFUL CITY

RESOLUTION #430-17

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE 2016 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

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

WHEREAS, the parties previously entered into a 2016 Interlocal Cooperation Agreement for Animal Control Services, which is labeled Davis County Contract No. 2016-256, and by which the County agreed to provide animal services to the City, the term of which shall run f through December 31, 2020; and,

WHEREAS, the West Bountiful City Council met in a regular session on February 20, 2018 to consider, among other things, amending the interlocal cooperation agreement between Davis County and West Bountiful City:

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that Amendment No. 2 found in Exhibit A is hereby adopted and amends said sections of Davis County Contract No. 2016-256.

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

Passed and approved by the City Council of West Bountiful City this 20th day of February 2018.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 2 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 2”) is made and entered into as of January 1, 2018, by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 2 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-256 (the “Agreement”); and
- B. The Parties, through this Amendment No. 2, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 2, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2018 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2018 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,680,578
	Operating:	\$340,070
	Capital Equipment:	\$40,500
	Allocations:	+ 151,671
	Total Expenditures:	\$2,212,819
Projected 2018 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$49,672
	Donations:	+ \$11,500
	Total Revenues:	\$516,172
Projected 2018 Expenditures Less Projected 2018 Revenues:		\$2,212,819
		- \$516,172
		\$1,696,647
Combined Cities’ 50% Obligation:		\$1,696,647
		x 0.50
		\$848,324
Average of the City’s Total Billable Calls for 2016 and 2017:		136.50
Average of Combined Cities’ Total Billable Calls for 2016 and 2017:		10,363
The City’s 2017 Usage Rate:		136.50/ <u>10,363</u> 1.32%
The City’s 2018 Calendar Year Obligation to the County:		\$11,197.88

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2018 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2017:	47
Cost to City for Each Wildlife Call in 2017:	\$25.75
The City's 2018 Calendar Year Obligation to County for Wildlife Calls:	\$1,210.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2018 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2018 Obligation of the Combined Cities:	\$56,200.00
The City's 2017 Usage Rate:	1.32%
The City's 2018 Calendar Year Obligation to the County:	\$741.84

8The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 2, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p> <p>_____ Davis County Clerk/Auditor Date: _____</p> <p>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Davis County Attorney's Office Date: _____</p>	<p>WEST BOUNTIFUL CITY</p> <p>By: _____ Mayor Date: _____</p> <p>ATTEST:</p> <p>_____ City Recorder Date: _____</p> <p>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p>_____ City Attorney Date: _____</p>
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WEST BOUNTIFUL CITY

RESOLUTION #431-18

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

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

WHEREAS, the West Bountiful City entered into a interlocal cooperation agreement for Davis Metro Narcotics Strike Force with Davis County and various municipalities; and,

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

WHEREAS, the parties desire to extend the 2016 Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the 2016 INTERLOCAL COOPERATION AGREEMENT DAVIS METRO NARCOTICS STRIKE FORCE is hereby authorized to be extended through June 2019.

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

Passed and approved by the City Council of West Bountiful City this 20th day of February 2018.

Ken 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, Recorder

WEST BOUNTIFUL CITY POLICE DEPARTMENT

Todd L. Hixson
Chief of Police

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

Kenneth Romney
Mayor

West Bountiful City Council Report February 20, 2018

Statistics are from January 2018; the other information reported is collected between council meetings.

Crossing Guards

Doing a great job.

Personnel

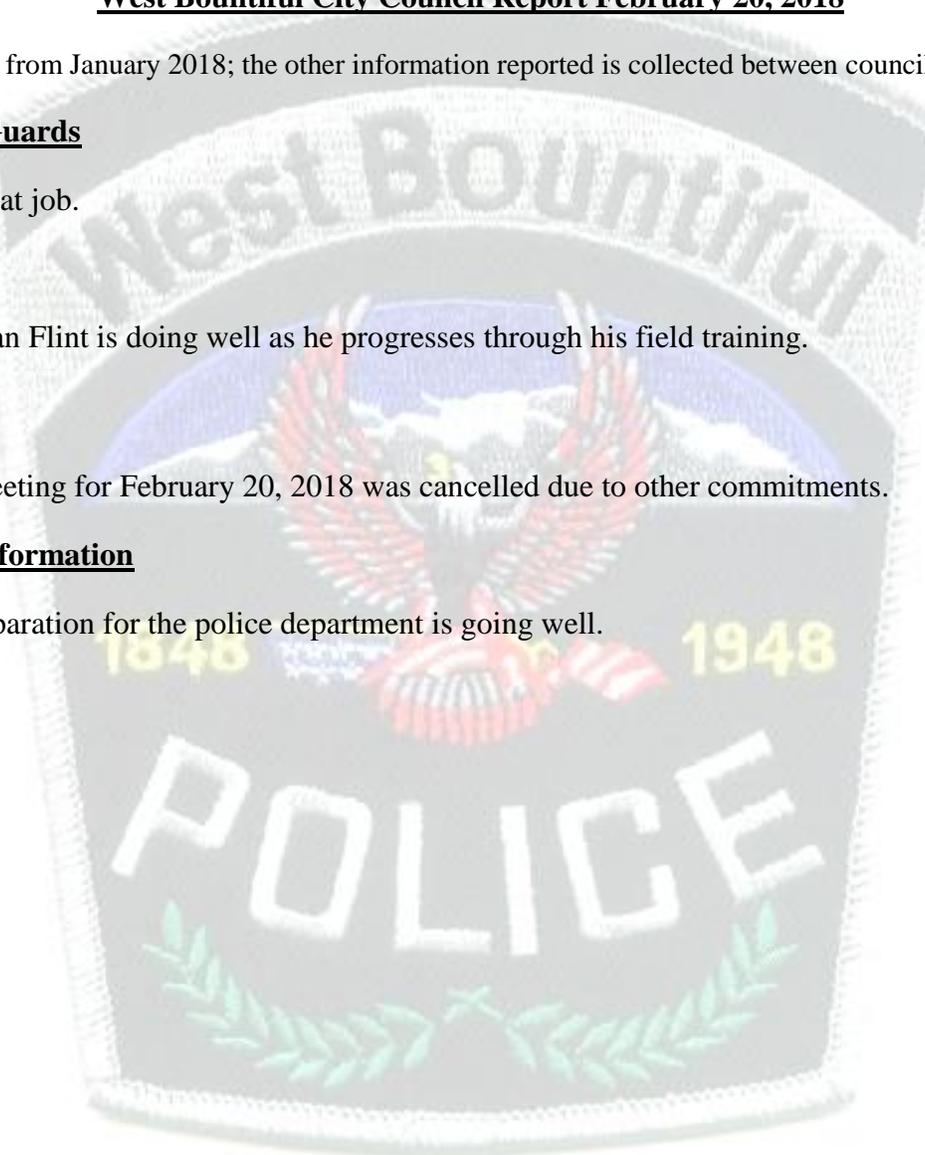
Officer Brian Flint is doing well as he progresses through his field training.

EMPAC

EmPAC meeting for February 20, 2018 was cancelled due to other commitments.

General Information

Budget preparation for the police department is going well.



West Bountiful Police Department

Department Summary

1/1/2018 to 1/31/2018

Arrests

12

Adult	12	100.0%
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Activities

1,397

Admin	245	17.5%
Assist	131	9.4%
Community Relations	9	0.6%
Deaths	1	0.1%
Investigation	77	5.5%
Patrol	137	9.8%
Property	4	0.3%
Security	404	28.9%
Service Call	63	4.5%
Suspicious Activity	29	2.1%
Traffic	286	20.5%
Vehicle Accident	11	0.8%

Shift Time and Percent Accounted

2245 hr. 56 min. 30.9%

Reports

267

CITATION REPORT	96	36.0%
INCIDENT REPORT	105	39.3%
OFFICER INFORMATION	62	23.2%
POLICE VEHICLE IMPOUND	4	1.5%

Department Summary

Crime Offenses

52

ASSAULT	2	3.8%
CITY CODES	1	1.9%
DAMAGE PROPERTY	2	3.8%
DANGEROUS DRUGS	9	17.3%
FAMILY OFFENSE	3	5.8%
PRIVACY VIOLATIONS	1	1.9%
PUBLIC PEACE	2	3.8%
THEFT	8	15.4%
TRAFFIC OFFENSE	18	34.6%
WARRANT SERVICE	6	11.5%

Accidents

9

Citation Violations

136

Fix it	16	11.8%
Misdemeanor	17	12.5%
Traffic	77	56.6%
Warning	26	19.1%

1 **West Bountiful City**
2 **Planning Commission**

PENDING

FEBRUARY 13, 2018

3
4
5 *Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website and on the*
6 *West Bountiful City website on February 9, 2018 per state statutory requirement.*

7
8 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, February**
9 **13, 2018 at West Bountiful City Hall, Davis County, Utah.**

10
11 **Those in Attendance:**

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

15
16 **STAFF PRESENT:** Ben White (City Engineer), Cathy Brightwell (Recorder), Debbie McKean
17 (Secretary)

18
19 **MEMBERS/STAFF EXCUSED:**

20
21 **VISITORS:** Gary Jacketta, Michael Hensley, Cameron Till, Rick and Alex Jackson, Zach and Mike
22 Brodsky, Ironwood Development representative

23
24
25 The Planning Commission Meeting was called to order at 7:30 pm by Chairman Denis Hopkinson. Laura
26 Charchenko offered a prayer.

27
28 **1. Accept Agenda**

29
30 Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as presented. Corey
31 Sweat seconded the motion. Voting was unanimous in favor among members present.

32
33 **2. Public Hearing for Preliminary Plat for Kinross Estates at 1100 West and Porter Lane**

34
35 Chairman Hopkinson introduced the Kinross Estate Preliminary Plat and invited the Public to share their
36 views on this topic.

37
38 **ACTION TAKEN:**

39 *Laura Charchenko moved to open the Public Hearing for comment for Preliminary Plat for Kinross*
40 *Estates at 1100 West and Porter Lane at 7:35 pm. Corey Sweat seconded the motion and voting was*
41 *unanimous in favor.*

42
43
44 **PUBLIC COMMENT:**

- 45
46 • **Cathy Brightwell** read a letter from a resident in the neighborhood who said they were unable to
47 attend the hearing. The resident asked to remain anonymous. Chairman Hopkinson stated the
48 letter will be treated as invalid without a name associated with it.

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- **Michael Hensley** apologized for his emotions on this subject. He reviewed the various hearings that have taken place over the last year and commented that he believes 50 percent of the lots in the development are under half acre. He feels that track homes will decrease value of the surrounding properties that have quality custom built homes. He asked why West Bountiful changed their values and ideas on the things they are allowing to be developed.

Chairman Hopkinson corrected some of the misinformation that Mr. Hensley had received regarding lot sizes. Commissioner Charchenko explained that the City requested the smaller lots on five of the eight lots that are under ½ acre to better accommodate the detention basin for the project.

ACTION TAKEN:

Corey Sweat moved to close the Public Hearing at 7:40 pm. Alan Malan seconded the motion and voting was unanimous in favor.

3. Consider Preliminary Plat for Kinross Estates at 1100 West and Porter Lane

Commissioners received a packet including a memorandum from Ben White dated February 9, 2018 regarding the Kinross Estates PUD Preliminary Plat Public Hearing and attached preliminary site plans.

Mr. White informed the Commissioners that the PUD application along with the Development Agreement were approved by the City Council at their January 16th meeting. The Development Agreement, WBMC Titles 16 and 17 are now the subdivision and zoning codes that the Subdivision will be subject to while reviewing the plat.

This PUD subdivision consists of thirty-four lots. The three largest deviations from a typical subdivision included in the Development Agreement are: 1) varying lot sizes with eight lots smaller than 0.5 acres (five of these lots were reduced in size to accommodate a larger detention basin on the west open parcel); 2) a dead-end street that exceeds the city standard; and 3) deed restrictions on certain lots until environmental issues are resolved.

The southwest corner has a dead-end street with a temporary bubble. When the road to the south adjacent property is completed, the city will remove the bubble with funds contributed by the developer. Property owners will be responsible for their own landscaping.

Some things to note regarding the Preliminary Plat are:

- Lot layout is approved per the Development Agreement;
- City minimum standards are met for the right of way of street cross sections, widths, and construction of curb and sidewalk along 1100 West and Porter Lane frontage;
- Provision in the Development Agreement for the Developer to contribute \$10,000 for the future removal of the temporary turn around to construct a standard road cross section; the turnaround on the east side is permanent;
- Street lights will be included throughout the development including street corners;

- 94 • Both culinary and secondary water utility designs are consistent with general design guidelines
95 and a new secondary water line extending east on Porter Lane to the Birnam Woods subdivision
96 is being proposed;
- 97 • Sanitary Sewer design is consistent with standard design practices and the existing sewer lift
98 station control panels and electrical services located approximately at 1100 West and Porter Lane
99 corner will need to be relocated because of installation of curb, gutter and sidewalk;
- 100 • There will be underground piping along 1100 West and Porter Lane in the front yards with
101 private rear yard drains and piping in the proposed streets. Due to the shallowness of the existing
102 drainage system, it is not possible to cover the pipe in the paved street area;
- 103 • An old well has been identified and will not be used in the development;
- 104 • Other documents available for review along with the Development Agreement are the
105 Geotechnical study, wetland delineation, environmental reports and project CCR's.

106 **Commissioner Comments:**

107 **Alan Malan** inquired about the drainage in the area. Mr. White informed him that homes will be built
108 above the flood plain level. Mr. Malan had some issues with the prior Development Agreement but
109 those have been resolved to his satisfaction.

110

111 **Corey Sweat** asked if the ditch will remain open on Porter Lane and Ben White answered that it will be
112 piped in, although there will be a small section on adjoining properties that will not be piped. Other
113 drainage issues on abutting properties will become the individual property owners' responsibility.

114

115 **Laura Charchenko** asked if the old well will be active. Ben White answered that it will not be used in
116 the development.

117

118 **Mike Cottle** commented that he thought there were only three lots under ½ acre. He did not remember
119 approving the lots for the detention basin use. Ben White explained that Commissioners asked to move
120 the lot line boundaries to accommodate the detention basin so it could be in the open parcel and not part
121 of 5 different lots. Laura Charchenko explained their reasoning including that it will make clean out
122 much easier for the Public Works crew.

123

124 **Council member Kelly Enquist** informed the Commission that the vote to approve the Kinross Estates
125 PUD by City Council passed by a vote of 3 to 2.

126

127 **ACTION TAKEN:**

128 *Corey Sweat moved to approve Kinross Estates per the executed Development Agreement and the ten*
129 *items listed in the memorandum from Ben White. Laura Charchenko seconded the motion and voting*
130 *was unanimous in favor among those members present. A Roll call vote was taken:*

131

Denis Hopkinson- Nay

132

Mike Cottle- Nay

133

Corey Sweat- Aye

134

Laura Charchenko- Aye

135

Mike Cottle- Aye

136

137 **4. Discuss Conceptual Plat for Proposed Bountiful Pastures Subdivision by Ironwood**
138 **Development at approximately 2000 North 1100 West.**
139

140 Commissioner packet included a memorandum dated February 9, 2018 from Ben White regarding the
141 Bountiful Pasture Subdivision Concept Plan with an attached site plan. He showed the conceptual plans
142 of the developer and noted that there is nothing to approve at this point.
143

144 This development is zoned half acre, has 23.68 acres and is located north of the DSB canal at
145 approximately 2000 North extending to the east and west from D&RG right of way to 1100 West. This
146 property abuts Kinross Estates to the north and cannot be developed without the development of the
147 Kinross Estates; we cannot grant final on this development until Kinross moves forward.
148

149 Mr. White commented on several aspects of the proposal for the Commission to consider. He pointed out
150 a sharp knuckle in the road on the east side and made suggestions regarding radius to make a less sharp
151 corner to things more driver friendly through the development. He also mentioned a slight weave to road
152 on the west end coming from the Kinross development. He suggested it be straightened out some to not
153 look like a mistake. He also noted that some drainage issues have been pointed out to the Developer
154 including the need for a way to retain storm water.
155

156 The property is located in the R-1-22 (1/2 acre zone) and includes 35 lots that meet the minimum size
157 and frontage requirement of the zone. Mr. White pointed out other points of interest in his memorandum
158 which included:
159

- 160 • Challenges due to overhead and underground easements are present;
- 161 • Connections to the Kinross development reduce the northeasterly dead-end street to just under
162 1000 feet. The project cannot meet city requirements without the Kinross Development in place;
- 163 • A temporary turn around will be required on the northeast dead-end;
- 164 • Road design could be adjusted to be friendlier
 - 165 ○ All curves of road must be a minimum of 150-foot center line radius
 - 166 ○ Review options for the “knuckle” abutting Lot 20;
- 167 • Storm water needs to be better defined before preliminary plat is considered;
- 168 • A wetland study should be prepared prior to submitting the preliminary plant.
169

170 **Corey Sweat** likes the design of the development with the few suggested changes mentioned this
171 evening. He is happy with the half acre proposal.
172

173 **Mike Cottle** concurred.
174

175 **Laura Charchenko** does not mind the knuckle and concurs with Corey Sweat’s comments.
176
177

178 **5. Staff Report**
179

180 **Ben White:**

- 181 • UDOT is working on a traffic light at 10th North and 5th West by Country Inn & Suites. There
182 has been some concern with how that will affect traffic in the area. They may also be addressing
183 some issues in the Costco area on 5th West due to congestion and accidents.
- 184 • The Pages Lane project was awarded to MC Green Company and is expected to start sometime in
185 June.

- 186 • 640 West road project (Porter to the Centerville round-about) will be done this summer. Curb
187 and Gutter will be added on both side of the road in West Bountiful and on the east side in
188 Centerville. There may be a week where the road will be completely closed.
189

190 **Cathy Brightwell:**

- 191 • **No Report**
192
193

194 **6. Consider Approval of Minutes from January 23, 2018.**
195

196 **ACTION TAKEN:**

197 *Laura Charchenko moved to approve of the minutes of the January 23, 2018 meeting as presented.*
198 *Corey Sweat seconded the motion and voting was unanimous in favor.*
199

200 **7. Adjournment**
201

202 **ACTION TAKEN:**

203 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at 8:15 pm.*
204 *Laura Charchenko seconded the motion. Voting was unanimous in favor.*
205

206
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208 *The foregoing was approved by the West Bountiful City Planning Commission on February 13, 2018 by*
209 *unanimous vote of all members present.*
210

211 _____
212 *Cathy Brightwell – City Recorder*
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PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held at 7:30 p.m. on **Tuesday, February 6, 2018** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Bruhn, Kelly Enquist, Mark Preece, Andy Williams

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

EXCUSED: James Ahlstrom

VISITORS: Alan Malan, Eric & Lucile Eastman, Denis Hopkinson, Gary Jacketta, Michael Jensen, Steven Child, Joe Child, Pam Heschler

Mayor Romney called the meeting to order at 7:31 pm. Andy Williams gave an Invocation, and the Pledge of Allegiance was led by Kelly Enquist.

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

No public comment.

2. Consider Resolution 428-18, A Resolution Reappointing Eric Eastman, Lucile Eastman and Dianne Smith, and Appointing AnJanette Broderick, Emily Holmgren and Shelly Murphy to the West Bountiful Arts Council.

Mayor Romney introduced the new members and announced that Shelly and Ron Murphy have agreed to chair the Independence Day parade committee.

MOTION: *James Bruhn made a motion to approve Resolution 428-18 as presented. Andy Williams seconded the Motion which PASSED 4-0.*

The vote was recorded as follows:

James Ahlstrom – Absent

James Bruhn – Aye

Kelly Enquist – Aye

Mark Preece – Aye

Andy Williams - Aye

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3. Public Hearing on Tentative Amendments to the FY 2017-2018 Budget

Duane Huffman again reviewed the proposed first amendments for the Fiscal Year 2017-2018 budget; no changes have been made from previous version discussed at the last city council meeting. He asked if there were any questions. Council member Williams asked about municipal energy tax refund. Mr. Huffman explained that Bountiful City remitted too much by error, so we will need to refund \$73,800 this year and the same amount next year.

MOTION: *James Bruhn made a motion to open the public hearing. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

No public comment.

MOTION: *James Bruhn made a motion to close the public hearing. Andy Williams seconded the Motion which PASSED by unanimous vote of all members present.*

7. Consider Resolution 429-18, A Resolution Enacting the First Amendment to the Fiscal Year 2017-2018 Budget.

MOTION: *Kelly Enquist made a motion to approve Resolution 429-18 enacting the first amendment to the FY 2017-2018 Budget as presented. James Bruhn seconded the Motion which PASSED 4-0.*

The vote was recorded as follows:

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

5. Overview of Transportation Funding.

Duane Huffman provided an overview of the projected available funding for the Pages Lane II, 640 West and other future transportation projects.

The total expected cost for the Pages Lane II project is \$710k. The primary source of funding are two UDOT grants which total \$510k, and the remaining funds will come from Dominion energy (\$40k), WBC General fund (\$20k), WBC Water fund (\$33k), and WBC Street Impact fees (\$107k). We plan to stub utilities to undeveloped residential properties and the Sewer District will reimburse the city for their lines.

The 640 West project is more difficult to estimate as its scope is still under consideration. Current estimates and options are provided. For the portion 2325 North to the City boundary, funding includes Davis County Prop One Grant (\$70k), UTA Grant (\$95k), and WBC Street Impact fees

95 (\$107k). If it is decided to overlay/rebuild the portion from Porter Lane to 2325 North, the total of
96 \$75k could come from WBC Class C Funds.

97 The Child's, who own the property on 640 West at the north end of the city, have requested
98 utilities be run to their property as part of the project. Currently their water and storm water facilities
99 come from the west side of their property through the pocket park on 680 West. It is estimated that the
100 cost to do this will be approximately \$75k. The request is tied to the city's moratorium restricting
101 construction which impacts the asphalt on newly built roads for five years.

102 Mr. Huffman reviewed available dedicated transportation funding which after the above
103 projects is projected for the end of FY 18 to be at: Class C - \$59,125; Prop One - (-\$1,933); Streets
104 Fund - \$567,647; and Impact fees - \$160,017.

105 He then discussed additional future projects. Jessi's Meadow (road only) planned for next
106 year at approximately \$550K. 800 West from Pages Lane to 400 North (could be broken up into
107 multiple projects) - road portion only including curb, gutter, sidewalk is estimated to be approximately
108 \$1.2m. 660 West - limited improvements may be possible to push out a couple years and is estimated
109 to cost approximately \$600k.

110 Mayor Romney asked about the general fund balance. Duane responded that if any of these
111 projects need to be expedited, we could go to the General Fund which is approximately \$1.2m, but we
112 will need some for Pages Lane storm drain.

113
114 **6. Consider Bid Award to M.C. Green for the Pages Lane Road Project for \$699,611.52.**

115
116 *James Bruhn declared a conflict of interest as he is a property owner on Pages Lane and will*
117 *be impacted by this project. Mayor Romney declared a possible conflict of interest, although he is not*
118 *a voting member of the Council, as his employer works closely with M.C. Green.*

119
120 Ben White explained that the city received eight bids for the Pages Lane II road project to
121 construct bike lanes, add curb and sidewalk where needed, and asphalt work. Water and sewer laterals
122 will be stubbed into vacant property where development is likely and it is expected that the city will
123 be reimbursed for the construction of the water and sewer laterals. Grants will cover the majority of
124 the cost, leaving the city responsible for approximately \$160k.

125
126 **MOTION:** *Kelly Enquist made a motion to award the Pages Lane Road project to M.C.*
127 *Green \$699,611.52. Andy Williams seconded the Motion which PASSED.*

128
129 The vote was recorded as follows:

130 James Ahlstrom – Absent
131 James Bruhn – Aye
132 Kelly Enquist – Aye
133 Mark Preece – Aye
134 Andy Williams - Aye

135
136 **7. Discuss 640 West Road Project Scope**

137
138 **a. Review of grants for sidewalk, curb, asphalt from 2325 N to city boundary.**

139
140 Duane Huffman explained there is increasing pedestrian use along this road and currently large
141 gaps between existing sidewalk. Working with Centerville, we contacted UTA and Davis County and

142 achieved grants that will fund sidewalk, and missing asphalt on both sides of the road in West
143 Bountiful, and on the east side in Centerville. To make it work, we need to rebuild a portion of the
144 road.

145 We are still trying to determine needs for street lighting and have contacted Rocky Mountain
146 Power about the potential of using their poles for lighting, and possibly adding a light at the city
147 limits.

148

149 **b. Request by Joe Child for utility extensions.**

150

151 Joe Child's mother, Pam Heschler, owns the house and commercial property on the west side
152 of 640 West at the very north end of the city. They are concerned about the planned construction
153 moratorium's potential impact on the property's development options. To avoid the need to cut into
154 the street in the future, Mr. Child is asking that the city extend new water and storm drain pipes in the
155 street to the property and stub service laterals into the property for future use. The current water line
156 is believed to end just north of 2300 North. City staff estimates the costs would be \$20k for water and
157 \$55k for storm water.

158 Mr. Huffman explained that the city generally does not run main lines prior to development.
159 As this property is zoned for commercial use, it is difficult to know what size pipes to stub.
160 Developers usually support the costs for extension of utilities, as well as street improvements.
161 However, wanting to preserve the road is important. He reminded the Council that the moratorium
162 does not prohibit cutting into the road but requires city council approval and generally costs more.

163 Ben White requested direction on whether to include the water and storm drain portion in the
164 bid documents he is preparing. There was discussion about the request and the reluctance to spend
165 extra money when it is not clear when or how the property may develop in the future.

166 Council members prefer to waive the moratorium in this case and a resolution will be prepared
167 for a future meeting. Mr. Child requested that he be able to explore the idea of self-performing the
168 extension of the water line in conjunction with the project, and staff agreed to help him explore that
169 option.

170

171 **c. Discuss extent of road improvements from Porter Lane to 2325 N.**

172

173 The portion of this Project covered by grants ends at the southern end of the Child's property.
174 Asphalt is in poor condition from there to Porter Lane so staff has looked at extending the asphalt
175 work to Porter.

176 There was discussion about whether to overlay or rebuild. It was decided to rebuild to 2300
177 North and overlay the road from 2300 North to Porter Lane. Each piece makes up half of the \$75k
178 estimated cost.

179 Mayor Romney commented that he appreciates the way Ben and Duane have gone after grants
180 to help us with our road projects.

181 Duane Huffman added that there will be a time when the road will need to be completely
182 closed.

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189 **8. Engineering/Public Works Report**

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191

Ben White –

192

- UDOT is considering a traffic light at 1000 North and 500 West in front of Country Inn & Suites. They are also pursuing options to deal with a lot of congestion and accidents between 500 S and 400 N.

193

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195

- 1100 W sidewalk – Holly expects to begin the project in about a month

196

197

- Three developers have been in this week to discuss the 26-acre property south of the new Hamlet subdivision.

198

199

- Wasatch Front Regional Council is holding an open house tomorrow night at Centerville to discuss their ideas for our area.

200

201

Steve Maughan –

202

- Using our loader and dump trucks to help the golf course dig out the new pond; hope to wrap up the first section tomorrow.

203

204

- There have been several water leaks on 800 West recently. Most were associated with the valves going to hydrants that were installed 1995-96. The fittings were not stainless steel, so bolts and fittings rotted out. There are only two hydrants that have not been done and the water line appears to be ok.

205

206

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- 1237 W 400 N – hydrant was hit by a car. There was a spiral break splitting the pipe.

208

209

- We moved the hydrant on the south end of 1100 West in preparation for sidewalk.

210

211

- Arbor Day will be held in April. Holly is donating trees – 15 will go to the golf course, and 5 will go to Parks. They want to help us plant them.

212

213

- Spring Clean-up will be held March 24-31.

214

215

9. Administrative/Finance Report

216

217

Duane Huffman

218

- Participating in ULCT's weekly legislative meetings at the Capitol. A few bills are concerning, e.g., oversight of cities and land use for affordable housing. They expect something to pass regarding affordable housing this year.

219

220

221

- We will schedule work sessions for the next two city council meetings - February 20 will be for compensation policy; March 6 will be the Parks and Rec study.

222

223

- Illegal structures – Duane reviewed the on-going process for contacting residents related to illegal structures – mostly carports. The issue came to a head recently based on the denial of certain building permits/variances, as well as some residents that have knowingly continued work after being advised that their structure was not permitted. To ensure fair treatment, staff has started at the northern portion of the city and worked south identifying properties with illegal structures. Residents can provide information showing that their structure was permitted when built, they may appeal staff's decision, or remove the offending structure. If a structures remains without being permitted or shown as legal-non-conforming (grandfathered), a document will be filed with the county against the property noting the existence of an illegal structure. Duane committed to working closely with the council on future compliance actions of this size and scope.

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10. Mayor/Council Reports

James Ahlstrom – absent.

Mark Preece – The South Davis Sewer plant project is going well. They are on budget but behind schedule slightly. They are planning to hire a full-time electrician.

James Bruhn – Arts Council was grateful some new members were able to show up. They would like to raise their annual budget to \$5k.

Andy Williams – Youth Council completed its new draft for bylaws and will present to city council in a few weeks. Their new year will run June to June rather than be limited to school year. They are also looking to add several service projects.

Kelly Enquist – Planning commission is running well.

Mayor Romney – the new federal forest service law enforcement ranger that covers the Wasatch front recently moved in by the Mayor. He suggested Chief Hixson meet with him.

11. Approval of Minutes from the January 16, 2018 morning and evening City Council Meetings.

MOTION: *James Bruhn made a motion to approve the January 16, 2018 city council minutes as presented. Andy Williams seconded the Motion which PASSED by unanimous vote of all members present.*

20. Adjourn

MOTION: *James Bruhn made a motion to adjourn this meeting of the West Bountiful City Council at 9:05 pm. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, February 20, 2018.

CATHY BRIGHTWELL (City Recorder)