

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 BUDGET
WORK SESSION AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM
ON TUESDAY, APRIL 17, 2018 AT CITY HALL, 550 N 800 WEST**

6:00 p.m. Budget Work Session

7:30 p.m. Regular Meeting

Invocation/Thought – Andy Williams; Pledge of Allegiance – Kelly Enquist

1. Approve the Agenda.
2. Introduce and Conduct Oath of Office for Police Officer Kassie Cook.
3. Recognize and Thank Jim Child for his Display of Art in Council Chambers.
4. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
5. Consider Request from DEV Group, LLC, for Relief from the Temporary Regulations Restricting New Subdivision Applications Concerning Secondary Water.
6. Consider Authorization of Interlocal Agreement Between South Davis Sewer District and West Bountiful City for the purchase of a portion of land on 1200 N east of Legacy Parkway.
7. Consider Approval for Small Subdivision (2 parcel) for Land on 1200 N for Land Owned by the South Davis Sewer District and Being Purchased by West Bountiful City (Approximately 1410 W 1200 N).
8. Consider Ordinance 403-18, An Ordinance Establishing the West Bountiful City Youth Council.
9. Consider Ordinance 404-18, An Ordinance Amending WBMC Title 17 Clarifying Child Day Care and Nursery as Home Occupations in Residential Zones.
10. Police Report.
11. Public Works/Engineering Report.
12. Administrative Report.
13. Mayor/Council Reports.
14. Approve Minutes from the March 26, 2018 and April 3, 2018 City Council Meetings.
15. Executive Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
16. Adjourn.

Those needing special accommodations 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 April 12, 2018.

MEMORANDUM



TO: Mayor and City Council
DATE: April 12, 2018
FROM: Ben White
RE: DEV Group LLC - Relief from Temporary Restrictions

This memo briefly reviews a request for relief from the city's temporary restrictions on new subdivision applications.

Background

Bountiful Pasture, LLC has accepted an offer from DEV Group, LLC to purchase the 23.68-acre parcel of land just south of the proposed Kinross Subdivision and north of the DSB canal. DEV Group's intent is to subdivide the land for a residential development.

Ordinance 401-18 temporarily restricts new subdivision applications while the city works to clarify requirements for providing secondary water in new developments. The ordinance does allow potential developers to petition the city council to for relief from the restriction under certain conditions.

Petition

In seeking relief (or permission to apply for a residential subdivision), the developer has submitted the attached letter stating that their intention is to provide secondary water for the subdivision. Mr. Garza with DEV Group and Mr. Brodsky with Hamlet Homes share a past working relationship, and both parties have expressed to staff their expectation to work together to install a secondary water system. Staff expects the two parties to execute an agreement to this effect without the city's involvement.

In short, DEV Group is seeking relief from the temporary restriction to move forward, and staff supports the request under the following conditions;

1. As part of any subdivision, the developer must provide a public improvement design for both on-site and any necessary off-site improvements that will provide secondary water to each proposed lot;
2. Designs and construction of any necessary secondary water improvements will be in accordance with West Bountiful City and Weber Basin's standard construction requirements and practices.

With these conditions and a finding that the relief sought does not affect the potential recommendations of the City's Secondary Water Study, staff believes that the city council may be justified in granting this request for relief from the temporary restrictions placed by Ordinance 401-18.

**Bountiful Pastors, LLC
1862 North 1100 West
West Bountiful, UT 84087**

March 30, 2018

To Whom It May Concern:

Please accept this "Letter of Petition" as my request for relief from the temporary regulations concerning secondary water. I am the developer currently in contract with the land owner to purchase and develop his land. After discussions with Ben White, the city's engineer, we were informed that the city is currently under a moratorium preventing developments that don't propose secondary water. This letter is to inform you we fully intend to provide secondary water to the proposed development which coincides with the city's "Relief from Temporary Regulations." We are requesting relief from the moratorium due to the fact that our proposal does not interfere with the City potential recommendation of the City's Secondary Water Study.

Thanks,

Mark Garza

A handwritten signature in black ink, appearing to read "Mark Garza", written in a cursive style.

INTERLOCAL COOPERATION AGREEMENT
Between
SOUTH DAVIS SEWER DISTRICT
And
WEST BOUNTIFUL CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and executed this ____ day of _____, 2018, by and between the SOUTH DAVIS SEWER DISTRICT, a local district of the State of Utah located at 1800 West 1200 North, West Bountiful, Utah 84087 (“**District**” or “**Seller**”) and WEST BOUNTIFUL CITY, a municipal corporation of the State of Utah located at 550 North 800 West, West Bountiful, Utah 84087 (“**City**” or “**Buyer**”). District and City are referred to collectively as the “**Parties**,” and each of them is a “**Party**.”

RECITALS

A. Utah Code Ann. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as Utah Code Ann. §§ 11-13-101, *et seq.*) (the “**Act**”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. The District and the City are public agencies for purposes of the Act.

C. District owns approximately 5.59 acres of real property located in West Bountiful, Utah, as more particularly described below and in attached **Exhibit “A”** (the “**Property**”).

D. The City, as the owner of the portion of 1200 North Street in West Bountiful City, Utah situated immediately west of SR-67 (Legacy Parkway) and continuing west until the street terminates (the “**Vacated Street**”), has adopted Ordinance #398-17 vacating the Vacated Street and authorizing disposal of the underlying real property to the District as the only owner of land with access to the Vacated Street.

E. The District is willing to sell the Property to the City for such consideration, including the conveyance of the Vacated Street to the District, as provided in this Agreement, and the City desires to purchase and acquire from Seller all of Seller’s right, title and interest in and to the Property in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and legal 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 attached **Exhibit “A,”** together with all appurtenant water rights, mineral

rights, fixtures, permits, licenses, easements, and rights of way owned and held by the District, if any. Buyer is acquiring the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**, without any representation or warranty from Seller except as otherwise specifically provided in this Agreement.

2. Consideration.

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

b. As additional consideration, the City has irrevocably conveyed to the District the Vacated Street, which is described in the attached **Exhibit “B.”**

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 17c**, or on such other date as the Parties may agree in writing (the “**Closing Date**”). At the Closing:

a. Buyer and Seller will sign and deliver to each other all documents, in recordable form as appropriate, required by this Agreement, written escrow instructions, or applicable law;

b. Buyer will deliver to Seller any monies Buyer is required to pay at Closing under this Agreement in the form of collected or cleared funds; and

c. Buyer will pay the fees charged by an Escrow Agent, if any; for the issuance of title insurance as required by this Agreement; and for any services provided by Escrow Agent in the Closing process.

Taxes and assessments for the current year, rents, and interest on assumed obligations, if any, will be prorated as of the Closing Date, unless the Parties otherwise agree in writing.

4. Title Insurance. Buyer shall obtain at Closing, at Buyer’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, including but not limited to exceptions for easements and/or rights of way, mineral reservations, water rights and/or any other exception or condition that is recognized in this Agreement (“Permitted Exceptions”). Buyer may elect to obtain, also at Buyer’s expense, an ALTA extended coverage title insurance policy and such endorsements to the Policy as Buyer may require and the Escrow Agent is willing to issue.

5. Title Matters.

a. Quit Claim Deed to the Property. Seller will convey the Property to Buyer by quit claim deed substantially in the form of **Exhibit “C”** attached hereto.

b. 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, but Seller makes no representation or warranty respecting the existence of any appurtenant water rights.

6. Seller Disclosures. On or before the Seller Disclosure Deadline referenced in **Section 17a**, Buyer will obtain, at Buyer’s expense, a commitment for a title insurance policy; and Seller will disclose to Buyer in writing any adverse conditions, including environmental conditions, actually known to Seller with respect to any of the Property. On or before the Seller Disclosure Deadline, Seller will provide Buyer copies of any 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, if any; 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 about 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 17b**, 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 damage to the Property arising from the Inspections.

8. Due Diligence. On or before the Due Diligence Deadline referenced in **Section 17b**, 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 specifically 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 to the Property occurs prior to Closing, Buyer, at its option, may either terminate this Agreement or waive the right to terminate and accept the Property in its then condition. 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 Limited Warranties. Seller represents and warrants as follows as of the Effective Date and the Closing:

(1) **Title.** Respecting Seller's marketable title to the Property, Buyer will rely on the title insurance policy issued to Buyer by Escrow Agent as part of the Closing. Notwithstanding the foregoing sentence, however, Seller represents that Seller has not knowingly assigned, transferred, pledged, or otherwise encumbered its title to the Property, in whole or in part, other than as reflected in the Title Report dated November 20, 2017 issued by Stewart Title. Seller is aware of no claims, demands, investigations, audits, or litigation pending or threatened against the Property.

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

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

(4) **Environmental Liability.** Seller has not conducted any testing or investigation of the Property and can make no warranty concerning the presence or absence of contamination within the Property or any threat 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. Seller has no affirmative knowledge respecting the Property having been subject to any investigation by a governmental agency relative to environmental hazards. The fill material located on the Property consists of random spoil materials about which Seller makes no representation or warranty whatsoever respecting compaction or any other matter.

(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 the Closing.

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

b. Buyer's Acknowledgment. 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. Each individual signing below on behalf of a Party represents that the said individual has been duly authorized to do so by the respective named Party.

11. Indemnity.

a. By Seller. Seller agrees to indemnify, defend and hold harmless Buyer and its officers and officials, agents, and permitted successors and assigns from and against any debt, claim, liability, or obligation arising out of the ownership of the Property during the Seller's period of ownership of the Property, up to the Closing Date.

b. By Buyer. Buyer agrees to indemnify, defend and hold harmless Seller and its officers and officials, agents and permitted successors and assigns, from and against any debt, claim, liability, or obligation arising out of the ownership of the Property on and after the Closing Date.

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 the Property 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, except that the terms and conditions of the

conveyance shall be no more favorable to the Party receiving the conveyance than the terms and conditions available or offered to the Seller.

c. If Seller exercises its right to repurchase, the repurchase price will be equal to the lesser of (i) the Purchase Price plus an annual increase of four percent (4%) after Closing, plus a ten percent (10%) administrative fee or (ii) a price which Buyer is willing to accept from another entity or individual. Seller will pay the repurchase price in cash or by wire transfer at closing, which will occur within thirty (30) days after Seller exercises its right to repurchase; otherwise, subject to Paragraph b immediately above, the right to repurchase will expire and will not be revived for any subsequent conveyance to a third Party.

13. Covenants Regarding Vacated Street. In connection with Buyer's vacation of the Vacated Street, Buyer intends to abandon to Seller a municipal culinary water line located under the Street (the "**Water Line**"). For valuable consideration, Seller hereby agrees:

a. Seller will not make or permit to be made any new or modified connections to, or disconnections from, the Water Line without Buyer's prior written approval, which approval will not unreasonably be withheld, delayed or conditioned;

b. Seller will permit Buyer access to Seller's property for the purpose of installing, monitoring, repairing and replacing water meters as necessary to measure usage from the Water Line.

14. 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 or submitted sufficient documentation to refute the claimed failure or breach.

15. Remedies.

a. **Buyer's Default.** In the event of Buyer's default before Closing, Seller may (i) terminate this Agreement by written notice, and neither Party will have any further rights or obligations under this Agreement except that the Parties shall continue to be obligated to perform as provided in Section 13 above, which obligation shall survive such termination; or (ii) seek damages for any default by Buyer.

b. **Seller's Default.** In the event of Seller's default before Closing, Buyer may (i) terminate this Agreement by written notice, whereupon neither Party will have any further rights or obligations under this Agreement except that the Parties shall continue to be obligated to perform as provided in Section 13 above; or (ii) exercise all rights and remedies available under this Agreement, at law, and in equity, including specific performance or damages.

16. Costs of Transaction. Except as may otherwise be provided in this Agreement, each Party will pay its own legal fees and other costs incurred in connection with the transactions contemplated under this Agreement. Each Party represents and warrants that there are no brokerage fees, finder's fees, or similar fees due in connection with this transaction, except as have been previously disclosed to the other Party in writing. Each Party will indemnify, defend, and hold harmless the other Party and its officers, officials and agents from and against any claim for brokerage fees, finder's fees, or similar fees not previously disclosed as provided above that arise as a result of any act of the indemnifying Party.

17. Deadlines. The following deadlines apply to this Agreement:

- | | | |
|----|----------------------------|----------------|
| a. | Seller Disclosure Deadline | April 20, 2018 |
| b. | Due Diligence Deadline | April 20, 2018 |
| c. | Closing Deadline | April 30, 2018 |

18. Duration and Termination.

This Agreement shall take effect as stated in Section 20 below and, subject to Paragraph q of Section 21, unless terminated earlier as provided in this Agreement, shall terminate on the earlier of (a) one (1) year after the date of this Agreement, (b) on a date which is mutually agreed to in writing by the Parties, or (c) the date when the Closing has occurred and the Buyer and Seller have otherwise fully performed under this Agreement.

19. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:

a. **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

b. **Joint Board.** As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the District's designee and the City's designee, as constituted from time-to-time. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be on the basis of one vote per Party, and not weighted.

c. **Budgeting.** The District shall be responsible for formulating and approving its annual budget and the City shall be responsible for formulating and approving its annual budget.

d. **Attorney Review.** This Agreement has been reviewed as to proper form and compliance with applicable law by the authorized attorneys for the District and the City, respectively, in accordance with Utah Code Ann. § 11-13-202.5.

e. **Filing.** Since this Agreement cannot take effect under the Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party pursuant to Utah Code Ann. § 11-13-209.

f. **Manner of Acquiring, Holding or Disposing of Property.** From and after the Closing, the Property shall belong exclusively to the City and the Vacated Street shall belong exclusively to the District. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property. Consequently, there shall be no real or personal property to be disposed of or alienated upon the partial or complete termination of this Agreement.

g. **Binding Effect.** Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Act, which failure would cause this Agreement to fail to be effective under the Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Act.

20. **Effective Date.** This Agreement shall be effective upon the last of the following events to occur: (i) approval of the Agreement as provided in Utah Code Ann. § 11-13-202.5(1) and (2); (ii) delivery of the Agreement to an attorney representing the City and an attorney representing the District for review as to proper form and compliance with applicable law; and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties,

21. **General Provisions.** The following provisions are integral parts of this Agreement:

a. **Entire Agreement.** 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 all Parties.

b. **Interpretation.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.

c. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed to be an original.

d. Severability. The provisions of this Agreement are severable and, should any provision hereof be held to be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect any other provision of this Agreement.

e. Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other must be in a writing signed by the Party waiving the breach, and shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

f. Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively and, except as otherwise specifically provided in this Agreement, none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

g. Time of Essence. Time is the essence in this Agreement.

h. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICTS OF LAWS PROVISION, EXCEPT AS UTAH LAW MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES OF AMERICA. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY OR SALT LAKE COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

i. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be hand delivered; sent by confirmed facsimile; or sent via certified mail, return receipt requested, postage prepaid, to each Party at the addresses set forth in the preamble, above. Notice will be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first. Each Party may designate a different address upon written notice to the other Party.

j. Exhibits and Recitals. The Recitals set forth above and all Exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth in their entirety within the body of this Agreement.

k. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “**Immunity Act**”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent act which it commits or which is committed by its agents, officials, or employees. Neither Party waives any defense or limit of liability otherwise available under the Immunity Act and/or any other applicable law, and both Parties maintain all

privileges, immunities, and other rights granted by the Immunity Act and/or any other applicable law.

l. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Subject to this limitation on assignment, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and permitted assigns.

m. No Partnership. The transactions contemplated under this Agreement are a secure purchase of certain Property only, and do not constitute a partnership, joint venture, or other association between the Parties.

n. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties. No other person or entity will have any interest under this Agreement or be classified as a third-Party beneficiary to this Agreement.

o. 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 Party the prevailing Party's costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

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

q. Survival. Notwithstanding any provision of this Agreement to the contrary, Sections 10 through 13, 16 and 18 of this Agreement are intended to survive the Closing and will not be merged into the quit claim deeds delivered at Closing.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals, if applicable, as of the day and year first above written.

SOUTH DAVIS SEWER DISTRICT

By _____
Dee Hansen, Board Chair

ATTEST:

Mark Katter, Clerk

Approved as to Form and Compliance
with Applicable Law:

By _____
Mark H. Anderson, Attorney for the District
Date: _____

WEST BOUNTIFUL CITY

By _____
Kenneth Romney, Mayor

ATTEST:

By _____
Cathy Brightwell, City Recorder

Approved as to Form and Compliance
with Applicable Law:

By _____
Stephen B. Doxey, Attorney for West Bountiful City
Date _____

EXHIBIT "A"
(Legal Description of the Property)

PARCEL 2

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. 1 W., 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, more or less.

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.

PARCEL 3

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. 1 W., 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 acres lies within the existing right of way of 1200 North Street, **which area lying within the existing right of way of 1200 North Street is specifically excluded from Parcel 3 and from this conveyance.** Balance 229,119 square feet or 5.260 acres, more or less, which is being conveyed.

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.

EXHIBIT "B"

(Legal Description of Vacated 1200 North Street)

A parcel of land, being part of the existing right of way of 1200 North Street, West Bountiful, Utah, situate in the SW1/4 of Section 14, T.2.N., R. 1 W., S.L.B&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly right of way line of said 1200 North Street and the northwesterly right of way and no-access line of State Route 67 (Legacy Parkway), which point is N.0°37'03"W. 439.93 feet along the Quarter Section line and S. 89°59'37"W. 1620.22 feet from the South Quarter Corner of said Section 14; and running thence S.40°23'22"W. 78.78 feet along said northwesterly right of way and no-access line to the southerly right of way line of said 1200 North Street; thence S.89°59'37"W. 967.42 feet along said southerly right of way line to the westerly boundary line of said Southwest Quarter of Section 14; thence N.0°02'54"W. 60.00 feet along said section line to the northerly right of way line of said 1200 North Street; thence N.89°59'37"E. 1018.52 feet along said northerly right of way line to the point of beginning. The above described parcel of land contains 59,577 square feet or 1.368 acres, more or less.

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.

EXHIBIT “C”

(Quit Claim Deed)

WHEN RECORDED, MAIL TO:

West Bountiful City
550 North 800 West
West Bountiful, Utah 84087

QUIT CLAIM DEED

Tax Parcel Nos. 06-026-0059 and 06-026-0090

SOUTH DAVIS SEWER DISTRICT, a Utah improvement district located in Davis County, State of Utah, **Grantor**, hereby quit-claims to **WEST BOUNTIFUL CITY**, a Utah municipal corporation located in Davis County, State of Utah, **Grantee**, whose address is stated above, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tracts of land in Davis County, State of Utah:

See attached Exhibit A, which is incorporated herein by this reference (the “subject real property”)

Together with all of grantor’s right, title, and interest in appurtenant rights, including mineral rights and water rights, but SUBJECT TO easements, restrictions, reservations, and rights of way appearing of record or enforceable in law or equity.

And further subject to all restrictions, reservations, conditions and requirements stated in that certain Quit Claim Deed from the Utah Department of Transportation (“UDOT”) as Grantor to South Davis Sewer District (the “District”) as Grantee dated September 1, 2010 and recorded with the Davis County, Utah Recorder on September 2, 2010 as Entry No. 2550417 in Book 5101 at Pages 76-78 of Official Records, including: 1. This conveyance is subject to UDOT’s perpetual easement and right of way to maintain drainage ditches on a portion of the real property conveyed by UDOT to the District, which may include part of the subject real property. 2. Signs, billboards, outdoor advertising structures, or advertising of any kind as defined in 23 United States Code, Section 136, shall not be erected, displayed, placed or maintained upon the subject real property, EXCEPT signs to advertise the sale, hire or lease of the subject real property or the principal activities conducted on the subject property. 3. UDOT reserved rights to use the abutting state property for highway purposes and excluded from any grant of the subject property any rights to air, light, view and visibility over and across the abutting state

property and, due to present or future construction on the adjacent highway, including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way, air, light, view and visibility may be restricted or obstructed on the subject property. 4. Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the subject real property.

DATED _____, _____, 2018.

SOUTH DAVIS SEWER DISTRICT

By: _____
Dee Hansen, Board Chair

ATTEST:

Mark Katter, Clerk

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, _____, 2018, Dee Hansen and Mark Katter personally appeared before me and duly acknowledged to me that they are the Board Chair and Clerk, respectively, of SOUTH DAVIS SEWER DISTRICT, the Grantor named in the foregoing instrument, and that they signed the foregoing instrument as authorized by a resolution or motion of the South Davis Sewer District Board of Trustees.

NOTARY PUBLIC

EXHIBIT A
(Legal Description for Quit Claim Deed)

EXHIBIT A
(Legal Description for Quit Claim Deed)

4818-0075-8366, v. 3

MEMORANDUM



TO: Mayor and City Council

DATE: April 12, 2018

FROM: Ben White

RE: New West Yard Subdivision

With South Davis Sewer District agreeing to sell West Bountiful City approximately half of their property at approximately 1410 West 1200 North approval of the land subdivision is in order.

The land parcel is currently 11.22 acres. The City is purchasing 5.37 acres of this parcel plus a 0.33 acre parcel in unincorporated Davis County. The 0.33 acre parcel (Parcel 2 on the Record of Survey) is already a standalone parcel. The subdivision only applies to the 5.37 acre parcel (Parcel 3 on the Record of Survey).

Since this is a subdivision, a public hearing was held before the Planning Commission in January of this year. In place of a subdivision plat, the attached Record of Survey together with the certification will be submitted to Davis County for recordation.

Similar to other small subdivisions, it would be appropriate to include in a motion the deferral of public improvements such as curb and sidewalk to a future date when the city council determines they are desirable.

WHEN RECORDED, RETURN TO:
West Bountiful City Corporation
Attn: City Recorder
550 North 800 West
West Bountiful, Utah 84087

WEST BOUNTIFUL CITY

LAND USE AUTHORITY'S CERTIFICATE OF WRITTEN APPROVAL OF SMALL SUBDIVISION WITHOUT A PLAT

In accordance with Utah Code Ann. § 10-9a-605, as amended, "Exemptions from plat requirement," and West Bountiful Municipal Code § 16.16.020(F), as amended, "Waiver for Minor or Small Subdivisions," the City Council of West Bountiful City (the "City"), acting as the City's land use authority, hereby certifies that the proposed subdivision of the property located at approximately 1410 West 1200 North, West Bountiful, Utah, referred to in the attached record of survey map (the "Property"), has met the following requirements:

1. The City has provided notice as required by ordinance.
2. The proposed subdivision is not traversed by the mapped lines of a proposed street as shown in the West Bountiful General Plan and does not require the dedication of any land for street or other public purposes.
3. The proposed subdivision has been approved by the culinary water authority and the sanitary sewer authority.
4. The proposed subdivision is located in a zoned area.
5. The proposed subdivision conforms to all applicable land use ordinances or has properly received a variance from the requirements of an otherwise conflicting and applicable land use ordinance.

The City Council, as land use authority, hereby approves and authorizes the subdivision of the Property as outlined in the attached metes and bounds description of the Property.

DATED this ____ day _____, 20__.

WEST BOUNTIFUL CITY

Mayor

Attest:

City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
County of Davis)

On the _____ day of April, 2018, personally appeared before me _____ and _____ who, being duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of West Bountiful City, and that they signed the foregoing instrument on behalf of the City by authority of the City Council.

Notary Public

EXHIBIT A

Property 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 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.

WEST BOUNTIFUL CITY

ORDINANCE #403-18

**AN ORDINANCE ESTABLISHING THE
WEST BOUNTIFUL YOUTH CITY COUNCIL**

WHEREAS, Utah Code Annotated § 10-8-84 grants authority to the West Bountiful City Council to adopt all ordinances necessary and proper to provide for the safety and preserve the health of its residents; and

WHEREAS, the City Council recognizes that city youth benefit from the opportunity to serve and such service develops leadership skills and abilities;

WHEREAS, establishing a Youth City Council will provide these opportunities.

NOW, THEREFORE BE IT ORDAINED by the City Council of West Bountiful that Title 2 of the West Bountiful Municipal Code is amended by adding a new section, "Youth City Council," as indicated in the attached Exhibit A.

This ordinance will become effective upon signing and posting.

Adopted this 17th day of April, 2018.

By:

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, City Recorder

TITLE 2 ADMINISTRATION AND PERSONNEL

Chapter 2.04	FORM OF GOVERNMENT
Chapter 2.08	CITY COUNCIL
Chapter 2.12	CITY ADMINISTRATOR
Chapter 2.16	CITY OFFICERS
Chapter 2.20	OFFICERS' BONDS
Chapter 2.28	ELECTIONS
Chapter 2.30	BOARDS
Chapter 2.32	ARTS COUNCIL
Chapter 2.34	YOUTH CITY COUNCIL
Chapter 2.36	PLANNING COMMISSION
Chapter 2.44	HISTORIC PRESERVATION COMMISSION
Chapter 2.48	POLICE DEPARTMENT
Chapter 2.52	PUBLIC WORKS DEPARTMENT
Chapter 2.56	GOVERNMENT RECORDS MANAGEMENT AND ACCESS
Chapter 2.60	ADMINISTRATIVE HEARINGS

2.34 YOUTH CITY COUNCIL

2.32.010 Purpose and Creation.

2.32.020 General Organization.

2.32.030 Duties.

2.34.010 Purpose and Creation

The West Bountiful Youth City Council (YCC) is created to give youth residents a structured opportunity to serve, develop leadership abilities and skills, and grow to become educated and responsible citizens.

All activities and programs of the West Bountiful youth city council shall be supervised by one or more duly appointed adult advisors and conducted in accordance with bylaws of the youth city council.

2.34.020 General Organization

A. Members.

1. With the advice and consent of the city council, the Mayor shall appoint no more than twenty members to the youth council each year based on recommendations from youth advisors. Appointments will include a Youth-Mayor, Youth-Mayor Pro Tem, Youth-Recorder, Youth-Secretary, Youth Treasurer, and any other officer positions included in the bylaws of the youth city council.
2. All members must reside in the city and be in good academic standing.
3. Age requirements and minimum attendance requirements will be in accordance with the bylaws of the youth city council.
4. Term length is one year beginning in June. Members must re-apply each year.

B. Youth Advisors.

1. With the advice and consent of the city council, the Mayor shall appoint youth advisors to assist with efforts of the YCC.
2. Youth advisors serve without compensation but may be reimbursed for reasonable expenses incurred in the performance of their duties.
3. Youth advisors must be at least eighteen years old and pass a background check.
4. Youth advisors will be appointed to four-year terms and can be reappointed for consecutive terms.
5. Upon notice to the city council, the Mayor may remove youth advisors at any time.
6. The Mayor may also designate a city council liaison as a youth advisor.

C. The youth council will follow the requirements of the Open and Public Meetings Act, Utah Code Annotated § 52-4-101, *et seq.*, as amended.

D. The youth council may adopt bylaws detailing rules and procedures, not inconsistent with this chapter and applicable law, by which it conducts its business. Adoption and changes to these bylaws must be approved by the city council.

2.34.030 Duties

The duties and responsibilities of the Youth City Council shall be to:

- A. Initiate, recommend, plan and implement activities and programs authorized by the city council which promote and enhance youth citizenship and volunteerism within West Bountiful City.
- B. Assist in organizing and promoting community-centered events such as Easter Egg Scramble and Independence Day celebrations.
- C. Any other such duties as the city council may from time to time prescribe.

MEMORANDUM



TO: Mayor and City Council
DATE: April 12, 2018
FROM: Ben White
RE: **Conditional Uses in Residential Zones**

This memo briefly reviews a proposal to clarify city code related to child care in residential zones being allowed only as a home occupation.

Background

Each zone within the city's land use code has lists allowed permitted and conditional uses. Staff and the planning commission are in the process of reviewing all uses listed to ensure they are sufficiently clear and in line with the city's intent for each zone. Currently, "child day care or nursery" is listed in each of the city's residential zones (A-1, R-1-10, R-1-22).

Proposal

Staff and the planning commission believe that it would be prudent to add clarifying language to code stating that the child care use in the residential zones is only appropriate as a home occupation. This recommendation is intended to be a "stop gap" while the planning commission continues to review and make recommendations for other uses in zones throughout the city.

A public hearing to receive input regarding clarifying certain conditional uses as allowable home occupations was held on April 10th. An example of the proposed language change is underlined text below.

17.16.030 Conditional Uses

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

- A. Equestrian facilities, commercial stables;
- B. Public or quasi-public uses;
- C. Child day care or nursery (*pursuant to Chapter 5.28 Home Occupations*);
- D. Flag lots;
- E. Natural resource extraction;
- F. Residential facility for elderly persons;
- G. Kennels;
- H. Residential facility for Elderly Persons;
- I. Restricted Lots (see definitions, Section 17.04.030); and
- J. Accessory Dwelling Units (ADU).

WEST BOUNTIFUL CITY

ORDINANCE #404-18

AN ORDINANCE AMENDING WBMC TITLE 17 CLARIFYING CHILD DAY CARE OR NURSERY AS HOME OCCUPATIONS IN RESIDENTIAL ZONES

WHEREAS, Utah Code Annotated §10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Zoning Ordinances; and

WHEREAS, the West Bountiful Planning Commission regularly reviews the city’s land use code, including permitted and conditional uses in its residential zones, and determined that an amendment is necessary to clarify child day care and nurseries should be limited to home occupations in these zones, and

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on April 10, 2018, to consider and receive public input on necessary and appropriate modifications; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council adoption of amendments to the A-1, R-1-22, and R-1-10 residential districts.

NOW THEREFORE BE IT ORDAINED by the City Council of West Bountiful that Sections 17.16.030, 17.20.030, and 17.24.030, be modified as shown in attached Exhibit A.

This ordinance will become effective upon signing and posting.

Adopted this 17th day of April, 2018.

By:

Ken Romney, Mayor

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

Attest:

Cathy Brightwell, City Recorder

17.16.030 Conditional Uses

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

- A. Equestrian facilities, commercial stables;
- B. Public or quasi-public uses;
- C. Child day care or nursery (***pursuant to Chapter 5.28 Home Occupations***);
- D. Flag lots;
- E. Natural resource extraction;
- F. Residential facility for elderly persons;
- G. Kennels;
- H. Residential facility for Elderly Persons;
- I. Restricted Lots (see definitions, Section 17.04.030); and
- J. Accessory Dwelling Units (ADU).

17.20.030 Conditional Uses

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

- A. Child day care or nursery (***pursuant to Chapter 5.28 Home Occupations***);
- B. Flag lot;
- C. Public, quasi-public uses;
- D. Residential facility for elderly persons;
- E. Accessory Dwelling Units (ADU); and
- F. Restricted lots (see Definitions - Section 17.04.030)

17.24.030 Conditional Uses

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

- A. Public, quasi-public uses;
- B. Residential facility for elderly persons;
- C. Accessory Dwelling Units (ADU);
- D. Restricted lots, (see Definitions (Section 17.04.030));
- E. Flag lots; and
- F. Child day care or nursery (***pursuant to Chapter 5.28 Home Occupations***).

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 April 17, 2018

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

Crossing Guards

No incidents to report.

Personnel

- Officer Brian Flint has completed his field training and is on his own. He is doing well and should continue to grow quickly at this point.
- Officer Kassie Cook is doing well with field training.

EMPAC

I would like City Councils feed back on changing EmpPAC meeting from monthly to quarterly before I talk to the EmpPAC Committee about it.

The Great Shake Out is on April 17th. It is uncertain at this time if we will be able to hold the meeting due to other commitments.

Centerville City sent a thank you letter to us for the help that Jason Meservy and Mark Larsen provided during a natural gas leak they had at the apartments near the theaters.

Commitments for the CERT Trailer(s).

- March 13th – The command trailer was at the Bountiful Preparedness Committee District and Area leader training at the Church, 500 west 2600 south Bountiful.
- March 19th – The safety cones from the Command trailer were used (along with 3 of us) by Centerville supporting the natural gas leak evacuation at the Apartments by the Megaplex. The Command trailer was not needed, so we did not bring it over, just the cones.
- March 27th – The command trailer was at the Bountiful Preparedness Committee Preparedness Seminar at South Davis Jr High.

- March 31st – The command trailer will be at the Grand Opening of Emergency Essentials new store in Centerville.
- April 19th – Bountiful will have their Shakeout for volunteers in the evening – I have asked if they want me to bring the trailer to help support but no answer yet.
- April 21st – The command trailer will be available for our WB CERT Shakeout event – not sure if Renate will use the trailer or not.
- April 28th – The command and SVM trailers will be at a Prep fair in South Jordan (3 districts – Parkway, Garden Park, & Coper Hills districts) at 10206 south 3200 west.
- June 9th – We have been contacted about a Prep fair in South Jordan (not sure any details, still waiting to hear back).
- July 3rd – West Bountiful Safety Fair – both trailers
- July 4th – West Bountiful Parade and Park – both trailers.
- September 8th – South Davis Preparedness Fair – both trailers
- September 22nd – Davis Hospital Prep Fair – both trailers
- September 28th & 29th – Utah Prepare Conference and Expo – both trailers.

General Information

Dispatch appreciation week was April 8-14. To show our appreciation we bought them SWIG gift cards.

West Bountiful Police raised \$975.00 from the No Shave Event and donated it to Northern Utah Sexual Assault Nurse Examiners.

West Bountiful Police Department

Department Summary

3/1/2018 to 3/31/2018

Arrests

14

Adult	13	92.9%
Juvenile	1	7.1%

Activities

1,319

Admin	202	15.3%
Assist	90	6.8%
Community Relations	16	1.2%
Investigation	110	8.3%
Patrol	173	13.1%
Property	7	0.5%
Security	344	26.1%
Service Call	70	5.3%
Suspicious Activity	46	3.5%
Traffic	250	19.0%
Vehicle Accident	11	0.8%

Shift Time and Percent Accounted

1338 hr. 15 min.

79.3%

Reports

270

CITATION REPORT	67	24.8%
INCIDENT REPORT	136	50.4%
OFFICER INFORMATION	62	23.0%
POLICE VEHICLE IMPOUND	5	1.9%

Department Summary

Crime Offenses

75

ASSAULT	5	6.7%
BURGLARY	5	6.7%
COUNTERFEITING	1	1.3%
DAMAGE PROPERTY	7	9.3%
DANGEROUS DRUGS	8	10.7%
FAMILY OFFENSE	5	6.7%
FRAUD	9	12.0%
JUVENILE STATUS OFFENSES	1	1.3%
MISSING PERSONS	1	1.3%
PRIVACY VIOLATIONS	2	2.7%
PUBLIC PEACE	2	2.7%
SEX ASSAULT	5	6.7%
THEFT	8	10.7%
TRAFFIC OFFENSE	13	17.3%
WARRANT SERVICE	2	2.7%
WEAPON OFFENSE	1	1.3%

Accidents

14

Citation Violations

92

DUI	2	2.2%
Fix it	5	5.4%
Misdemeanor	10	10.9%
Traffic	62	67.4%
Warning	13	14.1%

1 **West Bountiful City** **PENDING** **April 10, 2018**
 2 **Planning Commission**

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

7
 8 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
 9 **April 10, 2018 at West Bountiful City Hall, Davis County, Utah.**

10
 11 **Those in Attendance:**

12
 13 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Corey Sweat, Alan Malan, Laura
 14 Charchenko, Dee Vest (alternate), and Council member Kelly Enquist

15
 16 **MEMBERS EXCUSED:** Mike Cottle

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

20
 21 **VISITORS:** Kyle Paget, Gary Jacketta, Paul Johnson, Mark Garza

22
 23 The Planning Commission Meeting was called to order at 7:30 pm by Chairman Hopkinson.
 24 Alan Malan offered a prayer.

25
 26 **1. Accept Agenda**

27 Chairman Hopkinson reviewed the agenda. Corey Sweat moved to accept the agenda as
 28 presented. Dee Vest seconded the motion. Voting was unanimous in favor among all members.

29
 30
 31 **2. Public Hearing to Receive Comments on Proposed Changes to Permitted and**
 32 **Conditional Uses in Title 17, Residential Zones A-1, R-1-22, and R-1-10**

33
 34 Ben introduced the proposed language changes that were suggested for Home based business for
 35 each of the three residential zones for Chapter 17.

36
 37 **ACTION TAKEN:**

38 *Laura Charchenko moved to open the Public Hearing at 7:34 pm to receive comments on*
 39 *Proposed Changes to Permitted and Conditional Uses in Title 17 for Residential Zones, A-1,*
 40 *R-1-22 and R-1-10. Corey Sweat seconded the motion and a roll call vote was taken with all*
 41 *Commissioners voting Aye.*

42

43 **Public Comment: No Public Comment**

44

45 **ACTION TAKEN:**

46 *Corey Sweat Moved to close the Public Hearing at 7:35 pm to receive comments on Proposed*
 47 *Changes to Permitted and Conditional Uses in Title 17 for Residential Zones, A-1, R-1-22 and*
 48 *R-1-10. Dee Vest seconded the motion and voting was unanimous in favor.*

49

50 **3. Consider Revising the Conditional Use Permit for Kyle Paget at 600 West 1000**
 51 **North for a Detached Garage that is More Than Twenty Feet Tall.**

52

53 Commissioners received a Memorandum from Ben White dated April 5, 2018 regarding Paget-
 54 Revised Accessory Building Conditional Use Permit 600 West 1000 North with an attached
 55 aerial view of site plan for the accessory building. The memorandum included the following
 56 information:

57

58 • A Conditional Use Permit was approved for the Paget family to construct a 24' high
 59 accessory structure in the northeast corner of the property at the March 27th Planning
 60 Commission meeting.

61

62 • Paget's would like to know if the conditions would change if they were to construct
 63 the building in the northwest corner of their property instead of the originally
 64 proposed northeast.

65

66 Ben White explained the proposed change request from the northeast to the northwest corner of
 67 the property from the Conditional Use Permit approved last meeting.

68

69 No Commissioner had any problems with the change.

70

71 Kyle stated that part of the reason for the change is the safety factor of being farther away from
 72 the curved road abutting his property.

73

74 **ACTION TAKEN:**

75

76 *Corey Sweat moved to modify the Conditional Use Permit approved on March 27 so that the*
 77 *accessory building may be built on the northeast or northwest side of the property. Laura*
 78 *Charchenko seconded the motion and voting was unanimous in favor.*

79

80

81 **4. Consider Conceptual Plan from DEV Group, LLC, for Mountain View Estates**
 82 **Subdivision at Approximately 200 North 1100 West**

83

84 Commissioners received a Memorandum from Ben White dated April 5, 2018 regarding
 85 Mountain View Subdivision-Concept Plan with attached site plan. The memorandum included
 86 the following information:

87

- 88 • Bountiful Pasture, LLC has accepted an offer from DEV Group, LLC to purchase the
89 23.68 acre parcel of land north of the DSB canal at approximately 2000 North
90 running east and west of the D&RG right of way to 1100 West. Kinross Subdivision
91 borders the property to the north. This is not the same developer who submitted an
92 application two months ago.
93
- 94 • The property is zoned R-1-22 (1/2 acre) and the Concept Plan includes 42 lots that
95 appear to meet the minimum size and frontage requirement for the zone.
96
- 97 • Other points of interest, consist of the overhead/underground easements present a
98 development challenge, dead-end street connection to Kinross will be reduced to just
99 under 1000 feet in which a temporary turnaround will be required at the northeast
100 end, storm water needs to be better defined before the preliminary plat come to us
101 (DEV will likely partner with Kinross in this matter) and secondary water issue and
102 current moratorium will need to be discussed at the next City Council meeting.
103

104 Ben White introduced the property layout as a Concept Plan. He noted that the storm detention
105 would most likely be on the Hamlet ground. There will be secondary water provided on the
106 property and they are working closely with Hamlet Development in that matter. A unique
107 feature to the property is the proposed trail access to the south and they will need to work with
108 the County to fulfill that concept. It could be a nice feature of the development.
109

110 Chairman Hopkinson noted that there will be approximately 42 lots (1/2 acres) with a few lots
111 that may have a few challenges to meet that minimum requirement.
112

113 Mark Garza, DEV Grp, was invited to take the stand. He stated that he is aware of the challenges
114 and is confident they can work through them. They are developers that will work with Custom
115 Home builders. They feel they can meet all the City's requirements. They are working with
116 Hamlet Homes to coordinate efforts where necessary.
117

118 Kelly Enquist asked about drainage next to the Prospector trail. Ben White stated there is an old
119 well that will be abandoned, and proper procedures will take place to address the drainage issues.
120

121 Commissioners had no further questions at this time.
122
123

124 **5. Land Use Training- Utah Risk Management Mutual Association (URMMA) by**
125 **Paul Johnson**
126

127 Mr. Johnson introduced himself and his background. He gave a brief history of his Company and
128 explained what their main purpose was in serving the Cities. The whole jest of their business is
129 to help a city to decide what risks there are and how to decide whether or not to take the risk. He
130 informed the Commission that there are three areas that are potentially high for large lawsuits
131 and noted that Land Use is one of them. That issue is being addressed in the training this
132 evening.
133

134 Paul Johnson explained that there is always risk involved and that all risk cannot be eliminated.
 135 A city must choose what is worth the risk and what isn't. He gave an example of an experience
 136 with property that the Osmond Studios used to own that was made into a Recovery Center for
 137 Addicts. Surrounding neighbors did not want it to be located there. They tried to get the
 138 Recovery Center shutdown but were unsuccessful due to the fact that this is a Recovery Unit (for
 139 disabled citizens). Facilities for the disabled are protected and cannot be denied. However,
 140 some conditions can be placed on the facility as necessary.

141

142 Land Use issues can be high dollar in court situations and very tricky to debate. Making foolish
 143 decisions is costly. The legislature has taken a lot of discretion from cities and put more
 144 mandates in Land Use. Cities need to incorporate these changes in their code and ordinances.

145

146 He added that in the event there is a tie in judgement, the tie goes to favor the landowner if the
 147 ordinance is not clear or is ambiguous in nature. It is very important that the language in our
 148 ordinances is clear and not not ambiguous. Ordinance needs to be in lay terms for applicants to
 149 understand; clear for them to know what is and is not allowed.

150

151 Mr. Johnson stated that subjectable languages needs to be eliminated. He offered some
 152 suggestions of language that should be stricken from ordinances:

- 153 • "in the sole discretion of"
- 154 • "Compatible with..."
- 155 • "Approve, deny or approve with conditions"
- 156 • "In keeping with the character of the neighborhood"
- 157 • "Shall not negatively impact the neighborhood"
- 158 • "Shall not significantly increase traffic, light, odors, etc."
- 159 • "Any other conditions imposed by the Planning Commission"

160

161 Other notable advice given from him was:

162

- 163 • Conditional Use Permits should not go to the elected body, "City Council."
- 164 • Conditional Use Permits, unless there is no way to mitigate adverse impact with
 165 reasonable conditions, cannot be denied.
- 166 • Conditions must be related to standards contained in the ordinance.
- 167 • Prefer to have permitted uses with standards and conditions built into the ordinance or
 168 make them non-permitted uses.
- 169 • Take out any language and regulations that you do not feel you would be okay to approve

170

171 **Group Homes:**

- 172 • Cannot be denied because they serve the disabled. Federal and state law prohibits denial.
 173 Penalties are harsh and damages are high. Reasonable conditions can be applied if
 174 necessary (limit # of people in home, etc.).

175

176 Mr. Johnson suggested the Commission research all the different types of Group Homes and list
 177 the specific regulations for each. He noted that Orem City has an ordinance that could be used; it
 178 was developed six years ago and is very good.

179

180 He explained that neighbors get to give their input when the ordinance is being reviewed and
 181 drafted in a zoning situation during the Public Hearing process. Once the ordinance is in place it
 182 must be adhered to. Ex-parte communication is allowed for legislative decisions. Reasons must
 183 be in record for why decision was made.

184

185 He gave examples of Administrative, Quasi-judicial decisions

- 186 • Conditional Use Permits,
- 187 • Subdivision plats,
- 188 • Ex-parte communications are not allowed,
- 189 • If it meets the ordinance, it must be allowed.

190

191 He encouraged the Commission to plan the City as you want it to be keeping within the
 192 legislative guidelines.

193

194 Takings:

- 195 • Physical takings are rare. Must pay for what you take.
- 196 • Regulatory takings are more common. Must compensate for use of property in
 197 proportion with the conditions.

198

199 Emails:

- 200 • Plaintiff can request all business and personal use emails in legal proceedings or
 201 GRAMA requests. Be careful what you put in your emails/text. They will be evidence in
 202 a lawsuit.

203

204

205 **6. Consider Changes to Permitted and Conditional Uses in Title 17, Residential Zones.**

206

207 Ben White stated that this request to add references to Home Occupations for Kennels and Child
 208 Daycare and Nursery's in our residential zones is a stop gap approach to clarify a use that we
 209 may not want to approve while we decide what we do and don't want. Child Care and Kennels
 210 are the two that have been identified as urgent at this time.

211

212 Chairman Hopkinson stated that we as communities have the right to choose what we want. The
 213 State has made some laws that need to be incorporated into our ordinances and laws. There will
 214 continue to be language as to how to mitigate conditional use permits. Ben White gave an
 215 example of how we have changed our codes in the past to create what we as a City want in our
 216 ordinances. Definitions need to be in place to help mitigate land uses.

217

218 Ben White noted that fixing these issues will continue to be a work in process. He reiterated that
 219 today's request is just a stop gap solution to get us to the next step. Some discussion took place
 220 regarding this issue.

221

222 Commissioner Comments:

223

224 **Commissioner Sweat and Vest** agreed that this is a good place to start.

225

226 **Laura Charchenko** would like to have further discussion regarding the idea of allowing
 227 employees if needed. She is okay with approving this stop gap solution if there will continue
 228 to be discussion later regarding this matter. Some discussion took place in this regard.
 229

230 **Alan Malan** agreed that the issue should be addressed regarding Day Cares and allowing
 231 employees. Cathy Brightwell stated that the Home Occupation language would need to be
 232 changed to include allowance for employees. Chairman Hopkinson noted that change could
 233 be made later after further thought and discussion. Some discussion took place in these
 234 regards.
 235

236 **Cathy Brightwell** expressed her concern that if the language is left as is, commercial
 237 businesses could come into residential areas and there would not be anything we could do to
 238 stop them. This stop gap measure will protect the city as we take more time to develop better
 239 language.
 240

241 **ACTION TAKEN:**

242
 243 *Corey Sweat moved to approve and forward to city council the new language proposed by*
 244 *Staff for Chapter 17 for Childcare/Nursery without the inclusion of G. Kennels under*
 245 *17.16.030. Alan Malan seconded the motion and voting was unanimous in favor.*
 246

247
 248 **7. Discuss Proposed Language Regarding Secondary Water Requirements for**
 249 **Subdivisions**

250
 251 Commissioners received a Memorandum from Ben White dated, April 5, 2018 regarding
 252 Secondary Water Requirements for Subdivisions. The memorandum included the following
 253 information:

- 254 • City recently imposed a six-month moratorium on new subdivision application while
 255 they take time to review the requirement for new developments to provide secondary
 256 water for irrigation purposes.
 257
- 258 • A second draft for proposed language to be inserted in municipal code 16.20.020 Public
 259 Improvements was included in the memorandum.
 260
- 261 • In addition, Inspection Fees were addressed since a Public Hearing has to be scheduled
 262 for the Secondary Water Language. Staff would like the opportunity to consider some
 263 housekeeping changes for 16.08.050D.
 264

265 Ben White proposed some language changes for secondary water as a consideration for the
 266 Commission.
 267

268 Dee Vest asked about small lot subdivisions and why they are treated the same as large
 269 subdivisions. Ben White explained that the city council has the authority to defer the
 270 requirement for small lot subdivisions if they believe it is appropriate.
 271

272 Chairman Hopkinson stated that this does not need to be done this evening. Legal Council needs
273 to review it still.

274
275 Some discussion took place suggesting some language changes. Staff took note of the
276 suggestions and will make the necessary changes to the draft.

277
278 **Ben White** noted that inspection fees need to be reviewed and changes included in the fee
279 changes. These fees are to cover staff time spent inspecting developments and should not result
280 in any profit to the city. The next agenda item will cover this issue.

281
282

283 **8. Discuss Land Use Fee Schedule**

284
285 Commissioners received a Memorandum from Ben White dated April 5, 2018 regarding Fee
286 Schedule updates with an accompanying fee schedule. The memorandum included the following
287 information:

- 288
- 289 • State law requires cities to approve their construction standards by ordinance and adopt a
290 land use fee schedule. Admin fees, business licenses, utility bills, golf course fees are all
291 non-land use fees. Impact fees and land use fees are land use fees. Building permits and
292 some conditional use permits could be argued either way.
 - 293
 - 294 • Staff provided the entire fee schedule to the Commission in their packet but the only
295 proposed changes from staff are for the Inspection fee calculation found on the last page
296 of the document.
 - 297
 - 298 • A public hearing will need to be scheduled for this update.
 - 299

300 A brief discussion took place regarding the items listed in the memorandum. The current 3% fee
301 has worked well for small subdivisions but now that we are seeing larger developments, the fee
302 is too high. Mr. White discussed staff's proposal for a graduated fee based on the total amount of
303 the Improvement Bond. He gave the example of when we use Staff it may cost \$75/hour but the
304 billing rate for a consultant could be \$200/hour and billed by full hours with travel added. If
305 workload permits, the City prefers to use inhouse staff and does not want to make money for
306 these services. Corey Sweat asked how we protect the City vs the Citizen. Ben White believes
307 his proposed numbers will fix the problem but they may need to be tweaked as we get more
308 information. Further discussion took place regarding other fees that are imposed upon builders
309 (ex: impact fees). Commissioner Sweat does not want to have any fees other than what it cost to
310 do the work and feels that we should not make a profit on any fees we charge.

311
312 **Alan Malan** asked if building permit fees are impacted by this proposal. Ben White answered
313 that the building permit cost is calculated by a scheduled formula and is a separate charge based
314 on inspections of the actual construction, not the public improvements.

315
316 **Council member Kelly Enquist** asked for comparisons to other cities schedules.

317
318 Staff will bring more information to the Commission on this matter, and informed the
319 Commission that a public hearing for the Secondary Water and Fee Schedules needs to be set.
320

321
322 **9. Staff Report**

323
324 Ben White: No Report

325
326 Cathy Brightwell: No Report
327

328
329 **10. Consider Approval of Minutes from March 27, 2018.**

330
331 **ACTION TAKEN:**

332 *Laura Charchenko moved to approve of the minutes of the March 27, 2018 meeting as*
333 *presented. Corey Sweat seconded the motion and voting was unanimous in favor.*
334

335 **11. Adjournment**

336
337 **ACTION TAKEN:**

338 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at*
339 *9:57pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.*
340

341

342
343 *The foregoing was approved by the West Bountiful City Planning Commission on March 27,*
344 *2018 by unanimous vote of all members present.*

345
346 _____
347 *Cathy Brightwell – City Recorder*
348

349

350

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held at 7:30 p.m. on **Monday, March 26, 2018** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

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

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

VISITORS: Bill & Maren DeBoer, Jeff Wilkinson, Alan Malan, Dave Wilding, Michael Brodsky, Zachary Brodsky, Jay Gough, Todd Willey, Deby Marshall, Joe Child

Mayor Pro Tem Preece called the work session to order at 7:03 pm.

Presentation and Discussion Regarding Side Yard Setbacks and Carports.

Duane Huffman introduced Jeff Wilkinson who he explained asked for this meeting after receiving a notification from the city that the carport on his property did not comply with city code. He also introduced Bill & Maren DeBore, who received a similar notice.

Mr. Wilkinson began by stating that after reviewing Section 17.24 of the City Code, he fully acknowledges he is not in compliance. He referred to the letter he sent to the city after receiving the notice that includes pictures of his property and others around the city. He believes in many cases the properties with carports provide a more attractive alternative to keeping a third vehicle on the premise.

Mr. Wilkinson agreed that everyone needs to play by the same rules and suggested there may be more sensible middle ground. He offered the following ideas.

- A process for those previously in violation;
- Figure out a way to comply with fire code – one problem discussed was how challenging this could be as structures enable fire to move to adjacent homes unlike a garage that is built to different standards;
- Storm water - need a way to control water run-off (rain gutter);
- Allow structures with required landscaping on one side to avoid townhouse look;
- Define allowable wall surface;
- Address issues with sheds next.

Ben White commented that some of these issues cannot be changed as they are determined by fire code; anything less than five feet from the property line must be a solid fire-rated wall.

There was a discussion about enforcement and staff's attempt to ease into this citywide problem.

Mr. Huffman asked for input from Council as to whether there is interest in having planning commission take a look at the issue. Council member Ahlstrom would like them to and also research how setbacks have historically been set. He said he has always wondered about what how they are

48 determined to be best suited for a zone. What are the guiding principles – best practices? Duane
49 responded that there is no magic number. Setbacks change the feel of the neighborhood and
50 community and West Bountiful has always favored an open rural feel.

51 Council member Williams commented that even if we look at changes to the setbacks, we still
52 have to deal with fire code which limits our flexibility.

53 Mayor Romney said he would like to see if any cities have closer setbacks than ours. He
54 suggested Planning Commission do some research on this issue and provide their findings to Council.

55
56
57

58 Mayor Romney called the regular meeting to order at 7:40 pm. Mark Preece gave an Invocation, and
59 the Pledge of Allegiance was led by James Bruhn.

60
61

62 **1. Approve Agenda**

63

64 **MOTION:** *James Bruhn made a Motion to approve the agenda as presented. James*
65 *Ahlstrom seconded the Motion which PASSED by unanimous vote of all*
66 *members present.*

67

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

70

71 No public comment.

72

73 **3. Consider Final Plat for High Gate Estates Subdivision Between 1100 West and 1450**
74 **West South of the Mill Creek Canal.**

75

76 Ben White explained that Onion Patch Securities is requesting final plat approval for a
77 residential subdivision consisting of 27 1-acre lots and one half-acre commercial parcel on land they
78 own between 1100 West and 1450 West south of the Mill Creek canal. This is not a PUD. At its
79 January 9, 2018 meeting, planning commission recommended approval.

80 Ben went over subdivision details.

81 1. Entry Road. A unique feature is an 800-foot long entry road from 1100 West before the

82 first house. A typical road right of way is fifty feet wide, but the land parcel is 110 feet

83 wide. It is recommended that the extra width be included in street right-of-way and the

84 landscaping be maintained by the H.O.A. It is also recommended that a six-foot wide

85 sidewalk on only one side of the road be built rather than a four-foot sidewalk on both

86 sides. This will give a more park-like feel. An entry landscape island is also proposed at

87 the 1100 West intersection and is proposed to be maintained by the H.O.A.

88 2. 1450 West Access/Additional Land. There is “extra” property (approximately .25 acre) on

89 the east side of the proposed 1450 West extension just west of the westerly most Mill

90 Creek Meadows lot. The developer would like to keep this extra land as a parcel and not

91 street right-of-way. Having the land as a parcel and not street right-of-way simplifies the

92 ability to deed to property or change the use in the future. Staff does not believe that city

93 code allows for a remnant parcel. It can either be included as right-of-way or combined

94 with a usable lot in the adjacent subdivision.

- 95 3. Storm Drain construction. An existing storm drain culvert under 1100 West collects storm
96 water from the east side of 1100 West and has historically discharged into a ditch on the
97 developer's property. The developer does not believe he should be burdened with the cost
98 to construct a storm drain pipe for storm water that was created outside his property
99 boundary. The developer is requesting the city participate with the storm drain construction
100 cost for a storm drain pipe in the 850-foot long access road off 1100 West. The request is
101 for \$56,700.
- 102 4. Mill Creek canal is included in the subdivision along much of the norther border by way of
103 an easement. Each lot owner along the canal will own a portion of the creek.
- 104 5. In return for other contributions by the developer, Davis County Public Works has agreed
105 to allow a direct storm water discharge into the canal.
- 106 6. The developer owns a large parcel of land west of this development. The South Davis
107 Sewer District has agreed to extend a sewer main due west and connect to an existing
108 sewer main coming from Woods Cross. This sewer line will benefit future development
109 as well as eliminate the need for a sewer lift station.
- 110 7. 1450 West will extend to the southern boundary with a temporary vehicle turnaround.
- 111 8. There is a 0.5 acre parcel (Lot A) at the south end of 1450 W in the B-U zone that is
112 approved for commercial use.
- 113 9. The developer will construct 1450 West the full street width including curb and sidewalk
114 on both sides of the road, except for the area between Lot A and Lot 25 where the
115 developer does not own adjoining property – this section includes only street and curb
116 (not sidewalk). The future developer of that area will need to deed land for and construct
117 the sidewalk.
- 118 10. A HollyFrontier wastewater drain line runs through the development. The Sewer District
119 and HollyFrontier are discussing intercepting and rerouting the flow in 1100 West which
120 may result in the line being abandoned in the future. If it is abandoned prior to street
121 construction, staff recommends it be removed through proposed street right-of-way.
- 122 11. Jack Williams owns the property to the south of the development and has expressed a
123 desire for street access. The development will provide access to the Williams property at
124 1450 W and at the east end of Lot 14 where the right-of-way aligns with the south
125 property boundary. While he appreciates the access, he is frustrated with development
126 potential on his long narrow property.
- 127 12. Lot 26 is a legal lot with frontage on Wellington Ave. An access easement is provided
128 along the north Lot 27 lot line in case the owner of Lot 26 does not want to construct a
129 bridge across the canal.
- 130 13. Lot 6 contains property on the north side of the canal that will be difficult to access. A
131 future request seems likely to modify this plat and the Mill Creek Meadows plat to
132 transfer this land.
- 133 14. CCRs include the provision that the H.O.A. maintain the landscaping and sidewalks not
134 fronting lots (entry ways) and that changes cannot be made without City approval.
- 135 Dave Wilding, engineer for High Gate, answered questions from council. Regarding #2, the
136 parcel at the north end of 1450 W, he said they are in the process of negotiating the sale of the
137 property to the adjacent owner. Ben believes it needs to be deeded to the neighbor before the plat is

138 recorded, otherwise it is street right of way. Regarding #3, storm drain off 1100 West, Mr. Wilding
139 said that currently water drains into the ditch, but Holly intends to move the culvert down to the
140 entrance; it is technically city water. Initially they planned their first catch basin where homes begin
141 but now they need to pipe from 1100 West and will be asking for a reduction in storm water impact
142 fees. This was unplanned and will run about \$56k for pipe plus multiple catch basins. He believes it is
143 fair to compensate them the full amount +/- \$60k. It was a hardship we didn't create.

144 Mr. Huffman explained that the city has a process for waivers of storm drain impact fees.
145 Council could approve the piping tonight and the developer could come back later with a request to
146 waive the storm drain impact fees.

147 There was discussion about secondary water. The developer will bring it from Millbridge Lane
148 down 1100 West under the canal to their development and loop back to 1450 West.

149 Mr. Wilding explained that the Sewer district has indicated Holly's waste water line goes
150 through a sewer manhole on 1100 West and they may intercept it there and redirect it. There was
151 discussion about removal of the line once abandoned and that it is better to remove now than after
152 homes are built. It is Holly's option to vacate easement. Mr. White stated that he wants the portion of
153 Holly's abandoned waste water line in city right-of-way (Bellcourt Cir.) removed for safety reasons as
154 it contains hazardous material.

155

156 **MOTION:** *James Ahlstrom made a motion to approve High Gate Estates subdivision*
157 *final plat, adopting recommendations listed in numbered items above except*
158 *as reflected below.*

159 *#1 - Include the extra width off 1100 West in street right-of-way with a six-*
160 *foot-wide sidewalk along only one side of this section of road. An entry*
161 *landscape island can be built and landscaping will be maintained by the*
162 *H.O.A. for the island and the extra street right-of-way.*

163 *#2 - The additional parcel on the north east end of 1450 W will be included*
164 *as right-of-way unless sold prior to recording of plat.*

165 *#3 - Developer will not be compensated for piping the storm drain including*
166 *the portion along the 800-foot entry road.*

167 *#10 - The Holly waste water line will be removed from city right-of-way if*
168 *abandoned prior to completing construction.*

169 *James Bruhn seconded the Motion which PASSED 5-0.*

170

171 The vote was recorded as follows:

172 James Ahlstrom – Aye

173 James Bruhn – Aye

174 Kelly Enquist – Aye

175 Mark Preece – Aye

176 Andy Williams - Aye

177

178

179 **4. Consider First Amendment to the Development Agreement Between Kinross Estates,**
180 **LLC., The Thomas & Jeanette Williams Family Trust, and West Bountiful City.**

181

182 Duane Huffman explained there are four requests included in this proposed amendment. Two
183 are clean-up and two were discovered after the PUD had been approved.

- 184 1) Secondary Water – Excavation restriction waiver. Kinross will need to bring secondary
185 water north from Pages Lane probably in the southbound travel lane on west side of 1100
186 West. We do not like cuts in new roads but also do not like using culinary water for
187 irrigation so staff recommends a road cut waiver
188 2) Building materials – Paragraph 2.2(B) of the CCRs list masonry board, stone and brick as
189 the approved exterior materials, but omitted stucco. The amendment will permit stucco to
190 be used for up to 40% on the front elevation of a house.
191 3) Porter Lane Building Permits. There are four proposed lots with street frontage on Porter
192 Lane. Paragraph 6.d(2) requires the street surface for the entire subdivision to be
193 constructed prior to issuing a house building permit. The requested amendment is to allow
194 three model homes to be built on lots with Porter Lane frontage while the remaining
195 subdivision streets and utilities are being constructed.
196 4) Drainage plan. The approved drainage plan includes a pipe entering the detention basin
197 through developed lots. The revised drainage plan keeps the pipe in city streets which
198 public works prefers.
199

200 Regarding the secondary water issue, Mr. Brodksy stated they were expecting to bring water
201 from Birnam Woods on Pages Lane and was surprised to learn the pipes were not large enough to
202 support his new development. The cost to bring secondary water from Pages Lane is expected to cost
203 approximately \$200k. It is likely they will be back with a request for late-comers agreement when the
204 property to the south is developed.
205

206 **MOTION:** *James Ahlstrom made a motion to approve the First Amendment to the*
207 *Development Agreement Between Kinross Estates, LLC., The Thomas &*
208 *Jeanette Williams Family Trust, and West Bountiful City. All parties*
209 *execute including 4 in memo. Andy Williams seconded the Motion which*
210 *PASSED 5-0.*
211

212 The vote was recorded as follows:
213 James Ahlstrom – Aye
214 James Bruhn – Aye
215 Kelly Enquist – Aye
216 Mark Preece – Aye
217 Andy Williams - Aye
218
219

220 **5. Consider Award of 640 West Project to Staker Parson Company for \$268,507.**
221

222 **MOTION:** *Andy Williams made a Motion to Award the 640 West Project to Staker*
223 *Parson Company for \$268,507. Kelly Enquist seconded the Motion which*
224 *PASSED.*
225

226 The vote was recorded as follows:
227 James Ahlstrom – Aye
228 James Bruhn – Aye
229 Kelly Enquist – Aye
230 Mark Preece – Aye

231 Andy Williams - Aye

232

233 **6. Consider Resolution 434-18, A Resolution Suspending Excavation Restrictions for**
234 **Portions of 640 West.**

235

236 Mr. Huffman explained this Resolution is not limited to the current property owner - Child's.
237 It could apply to any commercial development on either side of the street. If the Child's decide to
238 request a rezone to residential, a new waiver would be required.

239

240 **MOTION:** *Andy Williams made a motion to adopt Resolution 434-18 suspending*
241 *excavation restrictions for portions of 640 West within West Bountiful. James*
242 *Ahlstrom seconded the Motion which PASSED.*

243

244 The vote was recorded as follows:

245 James Ahlstrom – Aye

246 James Bruhn – Aye

247 Kelly Enquist – Aye

248 Mark Preece – Aye

249 Andy Williams - Aye

250

251 **7. Consider Resolution 430-18, A Resolution Approving the Conditional Sale Agreement**
252 **with Yamaha Motor Finance Corporation and Authorizing the Execution and Delivery**
253 **of Twenty Golf Cars.**

254

255 This Resolution replaces twenty-2014 golf cars for 20-2018 golf cars. Staff researched other
256 options and feels this is the best option for the city.

257

258 **MOTION:** *James Ahlstrom made a motion to adopt Resolution 430-18 approving the*
259 *conditional sale agreement with Yamaha Motor Finance Corporation and*
260 *Authorizing the Execution and Delivery of Twenty golf cars. Mark Preece*
261 *seconded the Motion which PASSED.*

262

263 The vote was recorded as follows:

264 James Ahlstrom – Aye

265 James Bruhn – Aye

266 Kelly Enquist – Aye

267 Mark Preece – Aye

268 Andy Williams - Aye

269

270

271 **8. Consider Arbor Day Proclamation for April 3, 2018.**

272

273 **MOTION:** *James Bruhn made a motion to adopt a Proclamation making April 3, 2018*
274 *Arbor Day for West Bountiful. Andy Williams seconded the Motion which*
275 *PASSED.*

276

277 The vote was recorded as follows:

278 James Ahlstrom – Aye

279 James Bruhn – Aye

280 Kelly Enquist – Aye

281 Mark Preece – Aye

282 Andy Williams - Aye

283

284 **9. Police Report.**

285

286 Assistant Chief Erikson

- 287 • Officer Flint is doing great and coming off FTO.
- 288 • Officer Kassie Cook has started FTO and is doing well.
- 289 • Chief Hixson’s Active Shooter training was video recorded and will be presented to all
- 290 Davis County teachers for use in their classrooms.

291

292 **10. Engineering/Public Works Report**

293

294 Steve Maughan

- 295 • 1950 North Pump station is coming along but has been a slow go.
- 296 • Holly is installing storm drain on 1100 West.
- 297 • Spring clean-up at City Park will continue through Saturday.

298

299 Ben White –

- 300 • Developer #2 is looking at the property south of Kinross Estates on 1100 West. They will
- 301 need a waiver of the moratorium on secondary water before moving forward.

302

303 **11. Administrative**

304

305 Duane Huffman

- 306 • Received the property agreement from Sewer District; will be on a future city council
- 307 agenda.
- 308 • Will need to cancel November 6 City council meeting for the general election. Can
- 309 reschedule if necessary.
- 310 • Met with school district about the new Elementary school. Their big items are 400 N
- 311 access and 800 W access and traffic flow. They are not governed by our land use
- 312 regulations. The issue of the city’s bower still needs to be addressed.
- 313 • A 6pm budget worksession is planned for next week’s city council meeting.

314

315

316 **12. Mayor/Council Reports**

317

318 James Ahlstrom – Nothing to report

319

320 Mark Preece – Everything is going well at the south Sewer plant with the new algae system.
321 Talked about possible upcoming legislation and the possible need to raise rates.

322
323 James Bruhn – Nothing to report.

324
325 Andy Williams – Youth Council is having their Easter Egg Scramble this week and we need to
326 advertise for the next term.

327
328 Kelly Enquist – Mosquito Abatement is hiring seasonal employees at \$18/hour. Trying to get
329 mosquito education out to the schools; 129 of 130 elementary schools have signed up– only
330 one remaining is West Bountiful.

331
332 Mayor Romney – there will be a closed session on April 3 to discuss a personnel issue.

333
334

335 **13. Approval of Minutes from the March 6, 2018 City Council Meetings.**

336
337 **MOTION:** *James Ahlstrom made a Motion to approve the March 6, 2018 city council*
338 *minutes as presented. James Bruhn seconded the Motion which PASSED by*
339 *unanimous vote of all members present.*

340

341 **15. Adjourn Meeting.**

342 **MOTION:** *James Ahlstrom made a Motion to adjourn this meeting of the West*
343 *Bountiful City Council at 9:35 pm. Andy Williams seconded the Motion*
344 *which PASSED by unanimous vote of all members present.*

345

346

347

348

349 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
350 *present on Tuesday, April 17, 2018.*

351

352

353

354

355 _____
Cathy Brightwell (City Recorder)

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held at 7:30 p.m. on **Tuesday, April 3, 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, and Andy Williams

EXCUSED: Council Member James Ahlstrom

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Chief Todd Hixson, Ben White (Engineer), Steve Maughan (Public Works Director), Paul Holden (Golf Director), Patrice Twitchell (Finance Clerk)

VISITORS: Alan Malan, Eric Eastman, Tonya Boswell

Budget Work Session:

Mayor Romney called the work session to order at 6:00pm.

Duane Huffman made a presentation on the initial status of the FY 18/19 budget:

- The General Fund is healthy and appears stable. Future discussion will center on how much to put towards capital projects, personnel costs, and department requests.
- The Capital Project Fund could have \$900K available in FY 19, and discussions will center on plans for a new public works yard and other capital needs such as 800 W.
- The RAP Fund and Parks Impact Fees funds will have sufficient to move forward with projects, and future discussions will center on prioritization of projects and realistic schedules.
- The emphasis in the Water Fund will be on water rates and continued work on a new well.
- The revenues in the Golf Fund appear to have trouble keeping up with cost inflation. Future discussions will center on critical needs and policies related to potential contributions from other funds.
- To summarize, items such as water rates, and new public works yard, street projects, parks projects, and the health of the golf fund will be the big issues moving forward.

Council members also brought up budgeting the contribution made by Ovation Homes; soccer fields, and street improvements on 1100 W.

Regular Meeting:

Mayor Romney called the regular meeting to order at 7:30 pm. James Bruhn gave an Invocation, and the Pledge of Allegiance was led by Andy Williams.

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1. Approve Agenda

MOTION: *Mark Preece made a Motion to approve the agenda as presented. Andy Williams seconded the Motion which PASSED by unanimous vote of all members present.*

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

Eric Eastman, 620 W 1950 N, announced Jim Child’s art will be removed from council chambers soon and replaced with Jean Vandertoolen’s art. He requested that the city council invite Mr. Child to a future meeting and consider presenting him a resolution of appreciation.

3. Public Hearing to Consider Adoption of an Updated Employee Compensation Schedule and Policy.

Duane Huffman discussed proposed changes to the city’s compensation policy and pay scale. As the only change from the previous draft, he recommended placing the assistant chief of police position to the portion of the scale with a 13-year length to keep it with the other police positions and limit compression, and Mayor Romney agreed.

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

No public comment.

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

4. Consider Ordinance 402-18, An Ordinance Adopting an Updated Employee Compensation Schedule and Policy.

MOTION: *Andy Williams made a motion to approve Ordinance 402-18 Adopting an Updated Employee Compensation Schedule and Policy. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom - Excused
James Bruhn – Aye

95 Kelly Enquist – Aye
96 Mark Preece – Aye
97 Andy Williams - Aye
98
99

100 **5. Engineering/Public Works Report**

101
102 Steve Maughan

- 103 • Today was Arbor Day. HollyFrontier employees helped plant 15 trees at the golf course
104 and 5 at City Park.
- 105 • There was a fire hydrant damaged by a hit and run on Pages Lane across from James
106 Bruhn’s residence.
- 107 • Water pump station contractor is 90% complete. Road to be paved this week barring any
108 rain.
- 109 • Holly Frontier’s 1100 West project is moving along. No road closures are planned.
110

111 Ben White

- 112 • Pages Lane Project – MC Green plans to start around June 1.
- 113 • There is a new developer for the property south of the Hamlet project. Expect to see a
114 waiver request for the subdivision/secondary water moratorium at next meeting
115

116
117 **6. Administrative**

118
119 Duane Huffman

- 120 • South Davis Sewer District interlocal agreement for the purchase of land on 1200 N should
121 be ready for the next council meeting.
- 122 • Held a meeting with the city, emergency responders and HollyFrontier about the recent fire
123 incident, with a focus on improved communications. They will be coming to a future
124 council meeting to make a report.
125

126 **7. Mayor/Council Reports**

127
128 Mark Preece – nothing to report.
129

130 James Bruhn – Wasatch Integrated board meeting, new transfer station not awarded yet. Arts
131 council quarterly concert, needs instructions for projector connection.
132

133 Andy Williams – Easter egg hunt – great event, appreciation for all people involved. Youth
134 Council applications are coming in, due by the end of the month. Looking for other advertising
135 avenues.
136

137 Kelly Enquist – Laminate trim is coming off desk tops in council chambers.
138

139 Mayor Romney – South Davis Metro Fire Board sold the Centerville station and purchased
140 land for a new station in Centerville. Rec Board may have changes coming soon; looking at
141 future for providing new opportunities and services, long term plans.

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8. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205. (personnel)

MOTION: *Mark Preece made a Motion to move into Executive Session at 8:10 pm in the police training room for the purpose of discussing items allowed pursuant to UCA52-4-205. James Bruhn seconded the Motion which PASSED 4-0.*

The vote was recorded as follows:

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

MOTION: *James Bruhn made a Motion to adjourn the Executive Session. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

9. Adjourn Meeting.

MOTION: *Kelly Enquist made a Motion to adjourn this meeting of the West Bountiful City Council. Andy Williams seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council on April 17, 2018 by unanimous vote of all members present.

Cathy Brightwell (City Recorder)