

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

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
Kris Nilsen

Public Works Director
Steve Maughan

- AMENDED -

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING AT 8:00 PM ON TUESDAY, NOVEMBER 3, 2020

Meeting will be held ONLY electronically via Zoom (see info below)

Mayor Romney has determined that due to the COVID-19 pandemic and the physical distancing needed to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order is available at www.wbcity.org

AGENDA: Invocation/Thought – Mark Preece; Pledge of Allegiance – James Ahlstrom

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Appointment of Lance Wilkinson as Assistant Chief of Police.
4. Resolution 484-20 Appointing Kim and Pat McReynolds as Youth City Council Co-Advisors.
5. Overton/Olsen Minor Subdivision at 1655 N Olsen Way.
6. Ordinance 435-20 Amending the West Bountiful City Zoning Map to Remove Heritage Pointe Subdivision, including the Property at 862 W Heritage Pointe Circle, from the Historical Overlay District.
7. Resolution 485-20 Authorizing an Interlocal Agreement with Wasatch Integrated Waste Management District for CARES Funding.
8. Minutes from October 20, 2020.
9. Staff Reports – Police, Public Works, Community Development, Administration
10. Mayor/Council Reports.
11. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
12. Adjourn.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on November 2, 2020.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89486549163>

Meeting ID: **894 8654 9163**

One tap mobile:

+13462487799,,89486549163# US (Houston)

+14086380968,,89486549163# US (San Jose)

Dial by your location:

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

WEST BOUNTIFUL CITY

RESOLUTION #484-20

A RESOLUTION APPOINTING YOUTH CITY COUNCIL ADVISORS

WHEREAS, the West Bountiful City Council established the West Bountiful Youth City Council by adoption of Ordinance #403-18; and,

WHEREAS, pursuant to the above referenced Ordinance, the Mayor, with the advice and consent of the City Council, shall appoint youth advisors to assist with activities of the Youth City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that it consents to the Mayor's appointment of Kim and Patricia McReynolds as Youth City Council Co-Advisors with a term ending June 30, 2024.

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

Passed and approved by the City Council of West Bountiful City this 3rd day of November 2020.

Ken Romney, Mayor

Voting by the City Council:	<u>AYE</u>	<u>NAY</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

ATTEST:

Cathy Brightwell, City Recorder



MEMORANDUM

TO: Planning Commission

DATE: October 30, 2020

FROM: Duane Huffman, City Administrator

RE: **Minor Subdivision – Overton – 1014 W 1600 N**

The property located at 1014 W 1600 N has applied to be divided into two parcels based on a divorce decree and quiet title order. West Bountiful Municipal Code 16.16.020.F allows a subdivider to present the survey map directly to the city council following a recommendation by the planning commission.

Background

This property was approved for a subdivision by the city in 2016 (Olsen Farms 8). However, the property owner never recorded the approved plat, and that subdivision approval has subsequently expired.

The property was later involved in an ownership dispute, and court order dated July 7, 2019 requires the division of the property as shown on the proposed survey map. Even with a court order, property owners are required to follow municipal subdivision requirements.

Staff Analysis

The proposed minor subdivision appears to be consistent with West Bountiful subdivision requirements. Public improvements that were required in 2016 are now in place.

During the court process it was discovered that the descriptions from the survey map had a few minor issues. Included is document with the updated descriptions. The south parcel is labeled as the "house property" on this document.

It is likely that the two parcels will be further subdivided in the future.

Staff recommends that the planning commission forward a positive recommendation for approval to the city council.

Planning Commission Recommendation

The planning commission consider this item at their October 27th meeting and made a unanimous recommendation for approval.



PRELIMINARY PLAT SUBDIVISION APPLICATION

West Bountiful City

550 N 800 W
West Bountiful, UT 84087
(801) 292-4486
Fax: (801) 292-6355
www.wbcity.org

DATE: 10/14/2020

SUBDIVISION NAME:

SUBDIVISION LOCATION: 1014 W 1600 N West Bountiful UT 84087

PARCEL NUMBER: 06-011-0146 ZONE: R110 SIZE OF PARCEL: 2.62 Acres

Property Owner(s): Beverly Olsen Estate - Amanda Overton

Developer: Owner

Address: 1014 W 1600 N West Bountiful UT 84087

Primary phone: _____ Cell phone: 801-631-5304

E-mail address: Amanda Overton @ ymail com

Property Owner's Statement:

I (We), the owner(s) of the above described parcel(s) hereby authorize Amanda Overton the Developer, to act for and on behalf of the Owner(s) in all appearances before the public bodies, agencies or representatives necessary to execute the purpose of subdividing the property.

Amanda A

Property Owner Signature

Property Owner Signature

THIS APPLICATION IS CONSIDERED COMPLETE WHEN THE REQUIREMENTS OF WBMC 16.16.020 ARE MET.

FOR OFFICIAL USE ONLY

Conceptual Site Plan Review (\$100 per submittal):

Fee pd: \$ 100.00 Date pd: 10/16/20 Initial: MT Date approved: _____

Preliminary Plan Review (\$50/lot + \$100/acre or part) due with submittal:

Fee pd: \$ _____ Date pd: _____ Initial: _____ Date approved: _____

Updated February 2017

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR
ACCORDING TO THE LAWS OF THE STATE OF UTAH, DO
CERTIFY THAT I HAVE SURVEYED THE PARCEL OF GROUND
SHOWN HEREON ACCORDING TO UTAH STATE CODE
17-23-17.



BEGINNING AT A POINT SOUTH89°28'EAST 63.4 FEET
AND SOUTH 27.8 FEET FROM THE SOUTHWEST
CORNER OF NORTHWEST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE
BASE AND MERIDIAN, THENCE SOUTH89°12'EAST 67
FEET; THENCE NORTH 150 FEET; THENCE WEST 67
FEET; THENCE SOUTH 150 FEET TO THE POINT OF
BEGINNING, CONTAINING 0.23 ACRES.

BEGINNING AT A POINT SOUTH 89°26'E 616 FEET
 AND SOUTH 27°E FEET TO THE NORTHWEST
 CORNER OF THE NORTHWEST QUARTER OF SECTION
 36, T12N, R10E, S12E, THENCE S89°26'E 180 FEET
 TO THE NORTH LINE OF THE NORTHWEST QUARTER
 OF SECTION 36, T12N, R10E, S12E, THENCE S89°26'E
 180 FEET TO THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SECTION 36, T12N, R10E, S12E, THENCE
 S89°26'E 180 FEET TO THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SECTION 36, T12N, R10E,
 S12E, THENCE S89°26'E 180 FEET TO THE NORTH
 LINE OF THE NORTHWEST QUARTER OF SECTION 36,
 T12N, R10E, S12E, THENCE S89°26'E 180 FEET
 TO THE POINT OF BEGINNING, CONTAINING 0.315
 ACRES.

BEGINNING AT A POINT ON THE NORTH LINE OF
 SECTION 36, T12N, R10E, S12E, THENCE S89°26'E
 180 FEET TO THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SECTION 36, T12N, R10E, S12E, THENCE
 S89°26'E 180 FEET TO THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SECTION 36, T12N, R10E,
 S12E, THENCE S89°26'E 180 FEET TO THE NORTH
 LINE OF THE NORTHWEST QUARTER OF SECTION 36,
 T12N, R10E, S12E, THENCE S89°26'E 180 FEET
 TO THE POINT OF BEGINNING, CONTAINING 0.315
 ACRES.

WEST QUARTER
CORNER SECTION 13,
T2N, R1W, SLB&M
FOUND MONUMENT

BEGINNING ON THE SOUTHERN LINE OF WEST BOUNTY TOWN AT A POINT SOUTH 89°26' EAST 816 FEET FROM QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN; THENCE EAST 85 FEET ALONG SAID NORTH TOWN LINE; THENCE NORTH 560.91 FEET, MORE OR LESS, TO THE SOUTHERN CORNER, 85 FEET; THENCE SOUTH 89°26' EAST 11.34 ACRES, CONTAINING 1.134 ACRES, OF BEGINNING.

TOTAL ACREAGE 2.459 ACRES

PROPERTY LINE
FENCE LINE
ROAD CENTERLINE
TIE TO MONUMENT
SECTION LINES
CURB, GUTTER, SIDEWALK
PUBLIC UTILITY EASEMENT (P.U.E.)
STORM DRAIN
SANITARY SEWER
GAS LINE

THE PURPOSE OF THE SURVEY WAS TO DIVIDE THE PROPERTY. THIS WAS DONE BASED ON THE MONUMENTS SHOWN. THE WEST LINE OF THE PROPERTY FOLLOWS A ~~BEARING~~ LINE. THIS LINE WAS ESTABLISHED LONG AGO AS AN AGREED BOUNDARY. BASIS OF BEARING IS AS SHOWN.

पुष्प

LOCATED IN THE NW QUARTER OF SECTION 13, T2N, R1W, SLB&M
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Received
MAR - 8 2012
06-011 #6160

SHEET 1 OF 1
SHEET NAME
Boundary
DRAWING NAME
Boundary
PROJECT NO.
10 107

LAND BOUNDARY DESCRIPTIONS

ENTELLUS PROJ. #1120027

PREPARED November 8, 2019 by JRC

HOUSE PROPERTY

BEGINNING AT A POINT ON THE WEST LINE OF OLSEN WAY, WHICH POINT IS NORTH89°59'21"EAST 727.64 FEET ALONG THE QUARTER SECTION LINE AND NORTH09°10'18"EAST 44.59 FEET FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE **SOUTHERLY** ALONG THE WEST LINE OF OLSEN WAY AND THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 94.71 FEET, (CHORD BEARING AND DISTANCE = **SOUTH04°16'08"WEST** 94.62 FEET, CENTRAL ANGLE = 08°40'56"); THENCE SOUTH0°04'20"EAST 232.48 FEET TO THE NORTH LINE OF PAGES LANE; THENCE SOUTH89°55'40"WEST 110.00 FEET ALONG SAID LINE; THENCE ALONG THE GRANTOR'S WEST PROPERTY LINE AND A FENCE LINE AND THE EAST LINE OF THE PROPERTY CONVEYED IN ENTRY NO. 2191284

NORTH0°53'41"WEST 328.22 FEET TO A POINT NORTH89°26'WEST FROM THE POINT OF BEGINNING; THENCE SOUTH89°26'00"EAST 121.88 FEET **ALONG A FENCE** TO THE POINT OF BEGINNING, CONTAINING 0.85 ACRES.



FARM PROPERTY

BEGINNING AT THE NORTHWEST CORNER OF LOT 404, OLSEN FARM ESTATES PLAT 4, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, **DAVIS COUNTY, UTAH**, AND RUNNING THENCE SOUTH00°04'20"EAST 190.00 FEET ALONG THE EAST LINE OF SAID LOT; THENCE SOUTH54°54'43"EAST 167.01 FEET ALONG THE SOUTHERLY LINE OF LOT 405 OF SAID SUBDIVISION TO THE WESTERLY LINE OF OLSEN WAY AND A POINT ON THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 284.47 FEET, (CHORD BEARING AND DISTANCE = SOUTH21°38'57"WEST 282.02 FEET, CENTRAL ANGLE = 26°04'43"); THENCE **NORTH89°26'WEST** 121.88 FEET **ALONG A FENCE** TO THE PROPERTY CONVEYED IN ENTRY NO. 2191284; THENCE NORTH01°00'42"WEST 546.89 FEET ALONG A FENCE LINE OF SAID PROPERTY LINE TO THE SOUTH LINE OF 1850 NORTH STREET; THENCE NORTH89°55'40"EAST 98.68 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 1.77 ACRES.

1470 South 600 West
Woods Cross, Utah
84010

Tel. 801.298.2236
Web www.entellus.com



E 3173642 B 7307 P 1013-1024

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

7/18/2019 3:51:00 PM

FEE \$40.00 Pgs: 12

DEP eCASH REC'D FOR BENNETT TUELLER JOHNSON

Benjamin D. Johnson (10275)
Ryan M. Merriman (14720)
BENNETT TUELLER JOHNSON & DEERE
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
(801) 438-2000
ben.johnson@btjd.com; rmerriman@btjd.com
*Attorneys for Amanda Overton,
in her capacity as Personal Representative
of the Estate of Beverly Olsen*

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

AMANDA OVERTON, in her capacity
as Personal Representative of the Estate
of Beverly Olsen,

Plaintiff,

vs.

CHREE MARTIN, an individual, and
TERRENCE OLSEN, an individual,

Defendants.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER ON
PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT AND
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

(Parcel No. 06-011-0146)

Judge Michael Edwards

Case No. 180700272

This matter came on for hearing on June 27, 2019 at the hour of 2:00 p.m. on Plaintiff's Motion for Partial Summary Judgment ("Plaintiff's Motion") and Defendants' Motion for Summary Judgment ("Defendants' Motion"). In Plaintiff's Motion, Plaintiff sought summary judgment on its First Cause of Action for Quiet Title. In Defendants' Motion, Defendants sought summary judgment on Plaintiff's First Cause of Action for Quiet Title, Fifth Cause of Action for Fraudulent Transfer, and Sixth Cause of Action for

Unjust Enrichment.

At the hearing, Plaintiff Amanda Overton, in her capacity as Personal Representative of the Estate of Beverly Olsen, and Defendants Chree Martin and Terrence Olsen, were represented by and through counsel. Having heard the arguments of counsel, having reviewed Plaintiff's Motion and Defendants' Motion, the timely filed supporting memoranda, and for good cause otherwise appearing, the Court makes the following Findings of Fact, Conclusions of Law and Order granting Plaintiff's Motion and denying Defendants' Motion.

I.

FINDINGS OF FACT

1. On July 19, 2012, Beverly Olsen ("Beverly") filed for divorce from Terrence Olsen ("Terry") in the Second Judicial District Court, Case No. 124701176 (the "Divorce Action").

2. A few days after the filing of the petition for divorce, Beverly and Terry met and discussed a division of their assets (the "Divorce Meeting"), including the real property and improvements located at or about 1014 West 1600 North, West Bountiful, Davis County, Utah (the "Property"), more fully described as follows:

BEG AT A PT ON THE W LINE OF OLSEN WAY, WH PT IS N
89°59'21" E 727.64 FT ALG THE 1/4 SEC LINE & N 09°10'18" E 44.59
FT FR THE W 1/4 COR OF SEC 13-T2N-R1W, SLB&M; & RUN TH
ALG THE W LINE OF OLSEN WAY & THE ARC OF A 625.00 FT RAD
CURVE TO THE LEFT FOR AN ARC DIST OF 94.71 FT, (CHORD
BEARING & DIST = S 04°16'10" W 94.62 FT, CENTRAL ANGLE =

08°40'52"); TH S 0°04'20" E 232.48 FT TO THE N LINE OF PAGES LANE; TH S 89°55'40" W 110.00 FT ALG SD LINE; TH ALG THE GRANTOR'S W PPTY LINE & A FENCE LINE & THE E LINE OF THE PPTY CONV IN E# 2191284 N 0°53'41" W 328.22 FT ALG A FENCE LINE OF SD PPTY LINE; TH N 01°00'42" W 546.89 FT ALG A FENCE LINE OF SD PPTY LINE TO THE S LINE OF 1850 NORTH STR; TH N 89°55'40" E 98.68 FT ALG 1850 NORTH STR; TH S 00°04'20" E 190.00 FT ALG THE E LINE OF SD LOT; TH S 54°54'43" E 167.01 FT ALG THE S'LY LINE OF LOT 405 OF SD SUB TO THE W'LY LINE OF OLSEN WAY & A PT ON THE ARC OF A 625.00 FT RAD CURVE TO THE LEFT; TH S'LY ALG THE ARC OF SD CURVE FOR A DIST OF 284.47 FT, (CHORD BEARING & DIST = S 21°38'57" W 282.02 FT, CENTRAL ANGLE = 26°04'42") OF SD LINE TO THE POB. CONT. 2.622 ACRES

3. At the Divorce Meeting, Terry and Beverly agreed that the Property should be divided between them and decided that Terry would receive the northernmost 1.77 acres of the Property (the "Farm Property") and that Beverly would receive the southernmost .85 acres of the Property (the "House Property").

4. The House Property is more fully described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF OLSEN WAY, WHICH POINT IS NORTH89°59'21" EAST 727.64 FEET ALONG THE QUARTER SECTION LINE AND NORTH09°10'18"EAST 44.59 FEET FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE ALONG THE WEST LINE OF OLSEN WAY AND THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 94.71 FEET, (CHORD BEARING AND DISTANCE = NORTH04°16'08"EAST 94.62 FEET, CENTRAL ANGLE = 08°40'56"); THENCE SOUTH 0°04'20"EAST 232.48 FEET TO THE NORTH LINE OF PAGES LANE; THENCE SOUTH89°55'40"WEST 110.00 FEET ALONG SAID LINE; THENCE ALONG THE GRANTOR'S WEST PROPERTY LINE AND A FENCE LINE AND THE EAST LINE OF THE PROPERTY CONVEYED IN ENTRY NO. 2191284 NORTH 89°26' WEST FROM THE POINT OF

BEGINNING; THENCE SOUTH89°26'00"EAST 121.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.85 ACRES.

5. The Farm Property is more fully described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 404, OLSEN FARM ESTATES PLAT 4, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH00°04'20"EAST 190.00 FEET ALONG THE EAST LINE OF SAID LOT; THENCE SOUTH54°54'43"EAST 167.01 FEET ALONG THE SOUTHERLY LINE OF LOT 405 OF SAID SUBDIVISION TO THE WESTERLY LINE OF OLSEN WAY AND A POINT ON THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 284.47 FEET, (CHORD BEARING AND DISTANCE + SOUTH21°38'57" WEST 282.02 FEET, CENTRAL ANGLE + 26°04'43"); THENCE NORTH89°3+'WEST 121.88 FEET TO THE PROPERTY CONVEYED IN ENTRY NO. 2191284; THENCE NORTH01°00'42"WEST 546.89 FEET ALONG A FENCE LINE OF SAID PROPERTY LINE TO THE SOUTH LINE OF 1850 NORTH STREET; THENCE NORTH 89°55'40"EAST 98.68 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 1.77 ACRES.

6. Terry filed a responsive pleading in the Divorce Action on or about August 31, 2012, a few weeks after the Divorce Meeting.

7. Terry and Beverly subsequently entered into a Stipulation and Property Settlement Agreement (the "Settlement Agreement") as part of the Divorce Action, with Terry signing the Settlement Agreement on or about February 26, 2013 and with Beverly signing the Settlement Agreement on or about March 25, 2013.

8. Paragraph 1 of the Settlement Agreement provides that "Petitioner and Respondent stipulate and agree that they are desirous of entering into this Stipulation and Property Settlement Agreement constituting a division of all of their respective property

rights and debts, and effecting a complete settlement of all issues of alimony, attorney's fees, court costs and other related matters."

9. Paragraph 12 of the Settlement Agreement provides that "each of the parties . . . acknowledges that he/she has entered into this Stipulation and Property Settlement Agreement with knowledge of its legal implications and consequences."

10. Paragraph 13 of the Settlement Agreement provides that "the parties each specifically acknowledge that this Stipulation and Property Settlement Agreement, taken in its entirety, is fair and reasonable and represents their desired settlement of all issues."

11. Paragraph 14 of the Settlement Agreement provides that "each of the parties shall sign all papers, documents, titles, deeds and any other document necessary to effect any of the provisions hereof."

12. Pursuant to Paragraph 6 of the Settlement Agreement, Terry and Beverly agreed that Beverly should be awarded the House Property free and clear of the claims of Terry stating that "Petitioner shall be awarded the home, kennel, garage and approximately .85 acres of land." This same paragraph awarded the Farm Property to Terry.

13. On or about April 25, 2013, a Decree of Divorce (the "Decree") was entered in the Divorce Action.

14. Paragraph 10 of the Decree states that "the parties have specifically acknowledged that the division of property . . . outlined above is fair and equitable and

that they have voluntarily entered into the Stipulation and Property Settlement Agreement upon which the Findings and Decree are based.”

15. Paragraph 12 of the Decree states that “[e]ach party is ordered to sign all papers, documents, titles, deeds and any other document necessary to effectuate any of the provisions hereof, including but not limited to the transfer of real or personal property.”

16. Paragraph 6 of the Decree awards the House Property to Beverly and the Farm Property to Terry, in fee simple title, free and clear of the claims of the other party.

17. Sometime after the Decree was entered, Terry and Beverly discovered that the Property must be subdivided to legally convey the Property as contemplated by the Settlement Agreement and Decree.

18. On November 28, 2015, Beverly died.

19. At the time of Beverly’s death, the Property had not been subdivided and the House Property had not been conveyed to Beverly.

20. After Beverly’s death, Terry claimed he was the rightful owner of the House Property.

21. Among other actions, Terry asserted ownership of the House Property by recording an “Affidavit of Identify” with the Davis County Recorder, which he understood would sever the joint tenancy of the Property and vest title in his name alone.

22. A dispute arose between Terry and other family members regarding the

ownership of the House Property after Beverly's death, with the Plaintiff and other siblings claiming that the House Property belonged to Beverly's estate, and with Defendants claiming the House Property belonged to Terry.

23. Terry claimed to be the rightful owner of the House Property upon Beverly's death based on an agreement reached with Beverly during the Divorce Meeting.

24. During the Divorce Meeting, in addition to making a division of the Property for purposes of their divorce, Terry alleges that he and Beverly also reached an agreement on how the Property would be handled at the first of their deaths.

25. Specifically, Terry alleges that during the Divorce Meeting, Beverly agreed that should she pre-decease him, that the House Property would pass to Terry on her death. Similarly, Terry alleges that during the Divorce Meeting, it was agreed that should he pre-decease Beverly, that the Farm Property would pass to Beverly on his death.

26. Terry alleges that deeds were prepared to accomplish the property division as called for in the Settlement Agreement and Decree and for the estate planning desired by him and Beverly.

27. In opposition to Plaintiff's Motion and in support of Defendants' Motion, Terry submitted three deeds which were dated on or about August 9, 2012 and signed on or about October 9, 2012.

28. One deed is a purported conveyance of the House Property from Terry and

Beverly to Beverly alone (the “First Deed”).

29. A second deed is a purported conveyance of the Farm Property from Terry and Beverly to Terry alone (the “Second Deed”).

30. And a third deed is a conveyance of the House Property from Beverly to Terry (the “Third Deed”) (the First Deed, Second Deed, and Third Deed are collectively referred to as the “Deeds”).

31. Terry alleges that the Third Deed was prepared to accomplish the estate planning agreed upon in the Divorce Meeting, and that Beverly had agreed that he could record the Third Deed—which returned the House Property back to Terry—should Beverly pre-decease him.

32. Terry alleges that a fourth deed was prepared which conveyed the Farm Property from Terry back to Beverly, should he pre-decease Beverly, but that this deed was destroyed at Beverly’s subsequent direction.

33. The Deeds themselves contain no explanation of why they are being prepared or the terms of any agreements between the parties.

34. The Deeds were dated and signed well before the Settlement Agreement between Terry and Beverly and well before the Decree was entered.

35. The Deeds were never recorded, and when Beverly died, Terry did not record the Third Deed.

36. It is undisputed that a writing does not exist stating that Beverly wanted the

House Property to pass to Terry upon her death, should she pre-decease him. The Settlement Agreement and Decree instead convey the House Property to Beverly and the Farm Property to Terry without condition.

37. On or about November 8, 2016, Amanda Overton (“Amanda”) filed a petition to be appointed the personal representative of the Estate of Beverly Olsen.

38. On December 23, 2016, Amanda caused to be recorded a lis pendens against the House Property.

39. On or about August 10, 2017, Terry conveyed the entirety of the Property, including the House Property, to Defendant Chree Martin by quitclaim deed (“Chree”).

40. It is undisputed that Chree Martin gave no consideration for the Property.

41. It is not disputed that prior to August 10, 2017, that Terry and Chree both had actual and constructive knowledge of Plaintiff’s claim to the House Property on behalf of Beverly’s estate

42. After a trial, on March 30, 2018, an order was entered appointing Amanda as the personal representative of the Estate of Beverly Olsen.

II.

CONCLUSIONS OF LAW

1. The Decree is an order of the Court and was expressly premised on the Settlement Agreement.

2. The Settlement Agreement was the final expression of Terry and Beverly regarding the intended disposition of the Property in the Divorce Action, and Terry and

Beverly agreed that the House Property was to be awarded to Beverly, free and clear of any claim of Terry.

3. The Settlement Agreement and Decree contain no provision whereby Beverly agreed that the House Property should pass to Terry should she pre-decease him.

4. Similarly, the Deeds themselves, together or individually, contain no agreement whereby the House Property would pass to Terry should Beverly pre-decease him.

5. The Decree ordered and awarded the House Property to Beverly, free and clear of the claims of Terry.

6. The Decree superseded any prior agreement of Terry and Beverly regarding any contemplated disposition of the Property.

7. Utah Code Ann. section 25-1-1 provides that “[n]o estate or interest in real property, other than leases for a term not exceeding one year, nor any trust or power over or concerning real property or in any manner relating thereto, shall be created, granted, assigned, surrendered or declared otherwise than by act or operation of law, or by deed or conveyance in writing subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by his lawful agent thereunto authorized by writing.”

8. Utah Code Ann. section 25-1-3 provides that “[e]very contract for the leasing for a longer period than one year, or for the sale, of any lands, or any interest in

lands, shall be void unless the contract, or some note or memorandum thereof, is in writing subscribed by the party by whom the lease or sale is to be made, or by his lawful agent thereunto authorized in writing.

9. The purported agreement whereby Beverly agreed to convey the House Property back to Terry should she pre-decease is otherwise void under Utah Code Ann. sections 25-1-1 and 25-5-3 as the alleged agreement is not in writing and signed by Beverly.

10. Defendant Chree Martin had actual and constructive notice of Plaintiff's claim to the House Property and she took subject to any claim of the Plaintiff.

11. The House Property is quieted in the name of the Plaintiff, on behalf of Beverly's estate.

12. Defendant Chree Martin has no ownership interest in the House Property.

13. Defendant Terry Olsen has no ownership interest in the House Property.

III.

ORDER ON PLAINTIFF'S MOTION AND DEFENDANTS' MOTION

Based on the foregoing Findings of Fact and Conclusions of Law, and good cause appearing, IT IS HEREBY ORDERED that,

1. Plaintiff's Motion is GRANTED;
2. Defendants' Motion is DENIED;

3. Plaintiff's Fifth and Sixth Causes of Action are dismissed as being moot;
4. Defendant's Counterclaim is dismissed with prejudice in its entirety;
5. Ownership of the House Property is hereby quieted in the name of the Plaintiff, on behalf of Beverly's estate, in fee simple title, and free from any claim of Defendant Terrence Olsen or Defendant Chree Olsen;
6. Defendant Chree Martin must vacate the House Property within 24 hours of the entry of this Order;
7. This Order may be recorded against the Property;
8. Costs are awarded to Plaintiff pursuant to Rule 54(d) of the Utah Rules of Civil Procedure; and
9. This is the Court's judgment as defined in Rule 54(a) of the Utah Rules of Civil Procedure.

**HEREBY ENTERED BY THE COURT
Effective on the Date When the Court Stamp is
Affixed on the First Page of this Document.**

MEMORANDUM



TO: Mayor and City Council

DATE: November 3, 2020

FROM: Staff

RE: Request to Rezone out of the Historical Overlay District

Mr. Blake Heller has requested to have his property at 862 Heritage Pointe Circle or, in the alternative, the entire Heritage Pointe subdivision, removed from the Historical Overlay District ("HOD"). Zone changes are legislative actions that are subject to the discretion of the city council.

Background – The Historical Overlay District

- 1994 - The current historical overlay district appears to have roots in an ordinance that established a historical preservation commission. This group was comprised of volunteer residents who had an interest in preserving and protecting historic homes in the city. The Commission was charged to survey and inventory community historic resources, review proposed nominations to the national register of historic places, establish a West Bountiful historic sites list, and to provide advice and information to city officials.
- 2004 – The West Bountiful Historic District, including 42 primary buildings and 26 outbuildings, was added to the National Register of Historic Places.
- 2006 – The Heritage Pointe subdivision was developed. Its Covenants, Codes and Restrictions (CCRs) established an architectural control committee to create, maintain and improve Heritage Pointe Subdivision with historically correct designs relating to the late 1800's to early 1900's.
- 2007 – The city's historic preservation commission was given additional duties to act as a review and enforcement committee for historic streetscapes, landscapes, and architectural design standards. This oversight included the historic homes on 800 West as well as the Heritage Pointe subdivision.
- 2012 – The Historical Overlay District ordinance was adopted which stated that the review and approval of design plans within the city's historic district is better handled by an architectural review board managed by the city's planning department. The city's zoning map was modified to show the boundaries of the Historic District, which was not well documented but based on best information available at the time.
- 2014 – The Hopkinson property at 1277 N 800 W was removed when creating a new lot.
- 2016 – The Jones property at 887 N 800 West removed (Lot 15 of Heritage Pointe) to facilitate an addition to an existing home that was not in the Historical District.
- 2017 – The Manors at McKean Meadows subdivision removed the entire property at the time of development, except Lot 1 that fronts 800 West.

- 2020 – The Winegar property at 788 N 800 West was removed from the Historical Overlay District to facilitate the addition of an accessory structure. At the time of the vote, members of the city council expressed a desire to have the planning commission review the continuing need for the historical district or its design standards.

The review and enforcement of historical design elements within the Heritage Pointe subdivision has put the city in a position more akin to a homeowners' association rather than a body protecting a historical neighborhood. This function was initially the responsibility of an architectural control committee established as part of the Heritage Pointe CCRs. In addition to the developer and two property owners, it included two members the West Bountiful Historical Committee. Over time it appears the responsibility was transferred by default to the city as no other members participated. When the city's historical committee dissolved approximately ten years ago, it was assigned to a newly created Historical Architectural Review Board. By ordinance, this group consists of a member of the city planning department, a licensed architect who has experience with Utah historical design, and the chairman of the Historical Preservation Commission. (The architect participating in this capacity recently resigned and the Historical Preservation Commission no longer exists.)

Heller Request

On September 16, 2020, Blake Heller submitted a request to remove his property from the Historical Overlay District or have the entire Heritage Pointe subdivision's design standards dissolved. He desires to build a detached garage on the property but due to the restrictions placed on the neighborhood, he has not been successful in obtaining satisfactory approval from the historical review board. Mr. Heller's application is attached to this memo.

Planning Commission Recommendation

The planning commission discussed the request at its September 29 meeting and held a public hearing on October 13. The hearing was properly noticed in the Salt Lake Tribune, Deseret News, city and state websites; letters were sent to all homeowners in Heritage Pointe subdivision; and a sign was posted on the property.

At the hearing, seven residents testified in favor of the request. The primary supporting comments included 1) the Historical Overlay regulations are no longer necessary as the subdivision is pretty much built out; 2) the regulations have been implemented inconsistently and unfairly; and 3) the regulations have caused unnecessary stress, time and cost to the homeowners.

Two letters were submitted to staff – one in support and one in opposition. The letter opposing the request stated that being in the historical district was one of the reasons that attracted them to the subdivision, it protects the integrity of the neighborhood, and helps them feel safe with their large home investment.

Also provided was a list of names/addresses/signatures of ten Heritage Pointe residents in support of removing the Historical Codes and requirements of the Subdivision. Three of these residents provided oral testimony above.

Following the hearing, Mr. Doxey explained that the city can allow Mr. Heller's property to be removed and/or remove the entire subdivision from the Historical Overlay District but the CCR's will still be in effect. If property owners wish to eliminate these regulations it is up to them to follow the process outlined in the CCRs to terminate or modify them. This involves calling a meeting of all homeowners and securing support from at least 75% of the members.

After much discussion, and despite some concern for “spot zoning,” the commission made a positive recommendation by a vote of 3-2 to allow the Hellers to move forward and continue discussion on the larger issue in future meetings. While there was momentum to consider removing the entire subdivision, the planning commission wanted more time to evaluate the impact to these properties and those on 800 West also included in the District.

City Council Next Steps

At the October 20 meeting, following discussion on the history of the Overlay District, the Heller request, and the planning commission’s recommendation the issue was tabled so more information could be gathered. Staff was directed to invite Heritage Pointe subdivision property owners to the next available meeting to discuss removing the subdivision from the Historical Overlay District. An information package was sent to all property owners with an invitation to participate in the November 3rd meeting.

Possible discussion topics for consideration include the following:

1. How does this request fit within the city’s General Plan? The General Plan contains a number of references to the Historical Overlay District and value of preserving the historical feel of this area.
2. Is there a continued need for the Historical Overlay District?
3. Is there a continued need for the architectural design standards within the Heritage Pointe subdivision and/or entire district?
4. Would the removal of this property from the district be in the best interest of the community and property owner? If so, can both the community and private benefits be described?

An ordinance has been drafted to allow the council to move forward with the zone change if the body so chooses. In order to remove the entire subdivision—which constitutes a significant portion of the Historical Overlay District—from the restrictions of the current land use code or to eliminate the overlay district altogether, staff recommends revisiting the General Plan. It has numerous references to the historical area and the protections offered by the overlay district that may need to be modified before the council could eliminate most, if not all, of the district.

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

550 North 800 West
West Bountiful, Utah 84087

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

Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

October 26, 2020

PROPOSAL TO REMOVE HERITAGE POINTE SUBDIVISION FROM HISTORICAL OVERLAY DISTRICT

Dear Heritage Pointe Subdivision Property Owner:

The West Bountiful City Council is considering a proposal to remove the properties within the Heritage Pointe Subdivision from the city's historical overlay district. Before making a final decision on this matter, the council wants to ensure that property owners understand the effects of this change.

Enclosed with this letter is a copy of the city code outlining the historical overlay district and a current map of the district. The district is a unique land use zone that exclusively governs architectural design. As you may have experienced, it establishes a board that reviews all building permits "to ensure the preservation of historic properties to the greatest degree possible." **If the subdivision is removed from this district, the city will no longer oversee any architectural standards beyond the basic land use laws within the underlying R-1-10 residential zone.**

The homes within the Heritage Pointe Subdivision are not historical per se, but it was the intent of the subdivider and the city at the time of its creation to have the subdivision complement the historical nature of the surrounding area. Whether this is still necessary at a city-level is the question before the city council.

Regardless of the city council's decision, the subdivision does have a recorded set of Covenants, Conditions, and Restrictions (CC&Rs) that govern architectural standards. The city is not a party to these CC&Rs, and it is up to property owners to enforce, modify, or otherwise use them. I have included a copy with this letter.

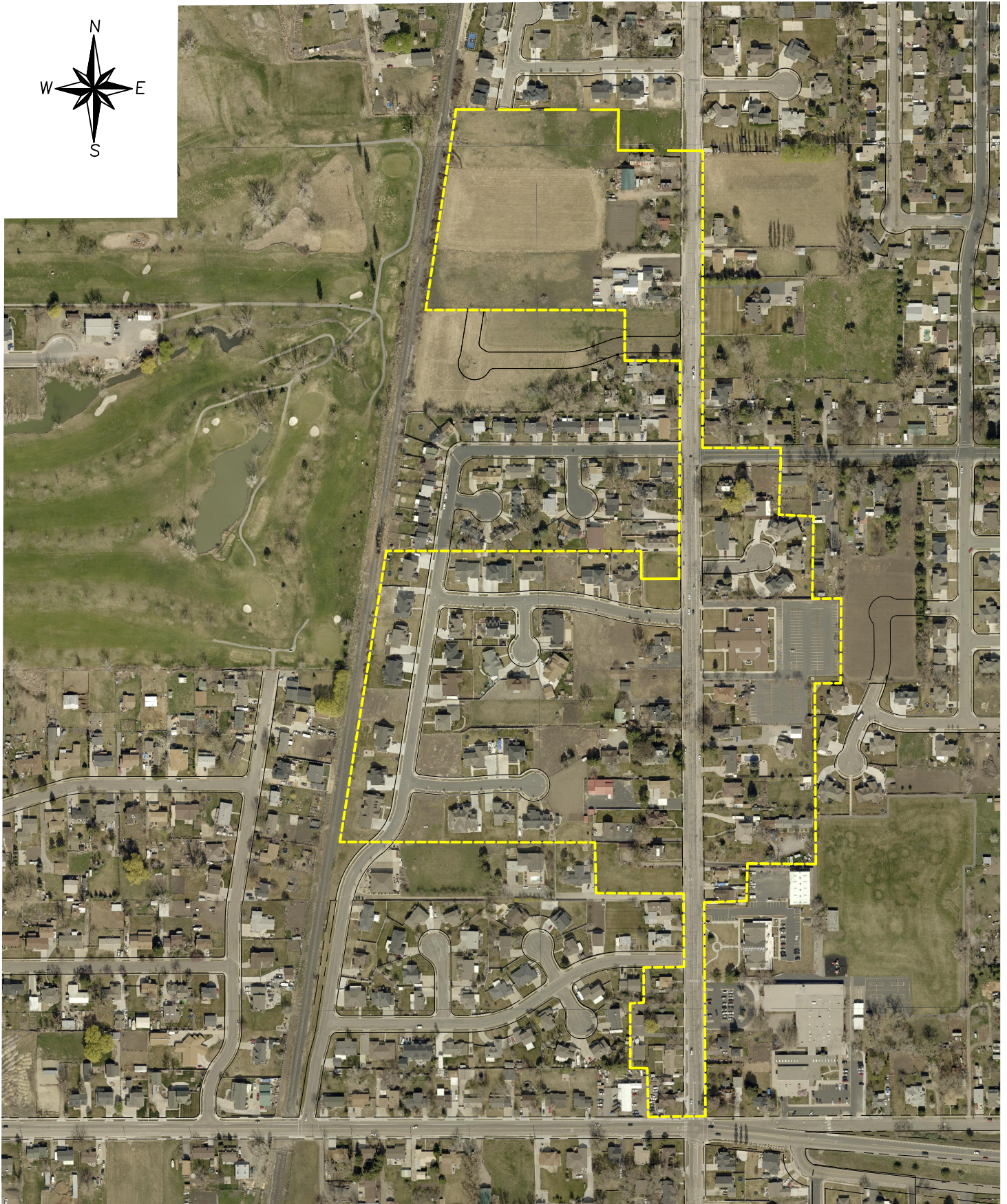
You are invited to address the city council on this matter at a meeting scheduled for November 3, 2020 at 8pm. The meeting will be held on-line over Zoom. You can join the meeting by using the Zoom app or visiting <https://zoom.us/>. The Meeting ID will be 894 8654 9163. Please contact the city with any questions on how to participate.

If you are unable to participate in the meeting, you may submit written comments to dhuffman@wbcity.org, and the comments will be presented to the city council. You can also use this email address to contact me with any questions about this issue, or you can call me at 801-292-4486.

Sincerely,

Duane Huffman, City Administrator

WEST BOUNTIFUL HISTORIC DISTRICT



17.24.110 Historical Overlay District

The city recognizes that the historical heritage of the West Bountiful community is among its most valued and important assets. It is therefore the intent of West Bountiful to preserve, protect and enhance historic areas and sites within the city. These historic areas, included in the R-1-10 district, are designated as the West Bountiful Historical Overlay District. (See the West Bountiful zoning map for details.)

No dwelling or other building shall be erected or extensively altered on any lot in the historical district without the review and favorable recommendation of the construction plans by the architectural review board, as provided below. An architectural review board consisting of a member of the city planning department, licensed architect who has experience with Utah historical design, and the chairman of the Historic Preservation Commission will be responsible for reviewing historical design. The purpose of this review is to ensure the preservation of historic properties to the greatest degree possible. This review applies only to exterior work which requires a building permit, sign permit, or demolition permit. The applicant will pay a historic architectural review fee, as set periodically by resolution of the City Council.

Unless expressly stated to the contrary in this chapter, all provisions of the West Bountiful City Building Code and Ordinances shall apply in addition to the provisions of the Historic Preservation Commission Ordinance (Chapter 2.44) and this section. In the case of any direct conflict between this section and other provisions of the West Bountiful City Code or Ordinances, the more restrictive provision shall apply.

For properties within the historical district, all new development plat maps must indicate that the development is located in the historical district. In addition, each building lot must be marked with an "R" next to the lot number on all plat maps submitted to the planning commission and the City Council for approval and on the plat map filed with the county recorder. This "R" indicates to the buyer and to the contractor that the property has "restrictions" unique to the historical district and that additional procedures must be followed in the approval and construction phases.

The seller or other grantor of a building lot or a home in the historical district must give a prospective purchaser or grantee a building packet provided by the city containing a copy of the historical overlay district ordinance and a checklist of documents required to be submitted for review. The prospective purchaser of a building lot or an existing home in the historical district must sign for and acknowledge receipt of the building packet and execute and deliver to the city a statement of their willingness to comply with the historical district building procedures at least 15 days before closing on the purchase of any lot or existing home in the historical district.

The following requirements must be met before a building permit or demolition permit will be issued to the owner or developer of a property designated in a historical district or on the historic landmark register, unless the zoning administrator determines that the request will not adversely affects the historic integrity of the property.

A. For requests involving extensive rehabilitation or demolition, the following process will be used.

1. The owner or developer will submit an application for a Certificate of Historic Appropriateness and design plans to the zoning administrator. Plans and materials will be in harmony with the requirements of this ordinance as well as the exterior design of the existing structures in the historical district.
2. The architectural review board shall commence an initial review within 10 days of receipt of the application and proposed work for compliance with the Secretary of the Interior's

"Standards for Rehabilitation," and any design guidelines adopted by the City Council, and will thereafter make a decision as to the approval or denial of the application.

3. Properties designated to the historic landmark register may receive special consideration in the granting of zoning variances or conditional use permits in order to encourage their preservation.
4. In the event of rehabilitation of the property, local building officials will consider waiving certain code requirements in accordance with the current building code, which deals with historic buildings.
5. If a historic site is to be demolished or extensively altered:
 - a. The zoning administrator will immediately notify the Historic Preservation Commission so they can document its physical appearance before that action takes place.
 - b. The city will delay issuing a demolition or building permit for a maximum of fifteen (15) days and will notify a member of the Historic Preservation Commission, which will take responsibility for the documentation.
6. The following standards for rehabilitation shall be used when determining the historic appropriateness of any application pertaining to historic landmark properties:
 - a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterized a property shall be avoided.
 - c. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 - d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 - e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 - f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature must match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
 - g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials must not be used. The surface cleaning of structures, if appropriate, will be undertaken using the gentlest means practicable.
 - h. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 - i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible

with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.

- j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- 7. The decision of the architectural review board must indicate which of the standards the approval was based on and, where appropriate, include a brief explanation. Copies of the decision shall be provided to the building inspector and the property owner.
 - 8. The architectural review board may approve a waiver to a Certificate of Historic Appropriateness for rehabilitation or demolition of a landmark property if the owner has presented substantial evidence demonstrating that unreasonable economic hardship will result from denial of the Certificate of Historic Appropriateness.
 - a. In order to sustain a claim of unreasonable economic hardship, the architectural review board may require the owner to provide information as to whether the property is capable of producing a reasonable return for the owner.
 - b. Demonstration of economic hardship by the owner shall not be based on conditions resulting from willful or negligent acts by the owner, purchasing the property for substantially more than market value at the time of purchase, failure to perform normal maintenance and repairs, failure to diligently solicit and retain tenants, or failure to provide normal tenant improvements.
 - 9. An applicant who has been denied any permit based on the architectural review board's refusal to issue a Certificate of Historic Appropriateness may appeal denial to the planning commission, acting as the appeal authority, in accordance with the procedures provided in Chapter 17.08.
 - 10. Enforcement. The provisions of this section are subject to the enforcement provisions established in the current building code adopted by West Bountiful City, the West Bountiful Municipal Code, and other applicable laws.

B. For new construction within the historical district, the following process will be used.

- 1. The owner or developer will submit an application for a Certificate of Historic Appropriateness and design plans to the zoning administrator. All construction plans and specifications shall include a list of the proposed construction materials which will be in harmony with the requirements of this ordinance as well as the exterior design of the existing structures in the historical district.
- 2. Design Standards - To ensure historic appropriateness for new construction within the historical district, projects shall be compatible in design, character, size, and proportion to existing historic buildings in the district. New construction shall enhance the historic qualities and unique feeling of the historic areas of the city and shall not erode the character of the neighborhood and shall conform to the following standards:
 - a. Building Design. The West Bountiful historical district evolved over an approximate 100-year span and includes houses of many sizes and architectural styles. Lot sizes and setbacks are not consistent. These variations are part of the unique appeal of the area and should be respected and preserved as much as possible. New development in the historical district shall emulate this pattern by incorporating various size lots, various size houses, and various architectural designs appropriate to time period and area. There are fine architectural examples of Victorian, Prairie style, Craftsman, Bungalow, English, Temple/Greek Revival,

and cottage styles in the historical district all of which are appropriate architectural styles for new construction. In addition, many other architectural home designs built in Utah between 1848 and 1940 may be appropriate, as determined by the architectural review board.

- b. Size. The size of the home shall correspond with the size of the lot. The house and all accessory buildings shall not cover more than 40% of the lot.
 - c. Height. One-story, one and one-half story (upper floor incorporated into the roof line), and two story homes (with an attic above the 2nd story) are appropriate. However, the height cannot be more than 35 feet above the curb level.
 - d. Exterior Facades. Brick is the predominant building material in the historical district. Therefore, the majority of houses should be brick with a fewer number of stone and clapboard homes. Appropriate materials for the outside walls of homes, garages, carriage houses and other outbuildings are brick, stone/cultured stone or wood/fiber-cement board (such as James Hardee). Contrasting materials may be used for pillars, lintels, quoins, keystones, trims, etc. but must receive positive recommendation by the architectural review board. Brick wainscot, vinyl siding, aluminum siding, and stucco panels will not be allowed. Walls, roof shapes, windows, doors, porches, and ornamental detail shall be historically correct for the home's architectural style and period of history.
 - e. Windows. Windows shall be appropriate in style and size for the home's period of architecture and must be uniform throughout the house. Windows must be recessed at least one inch from the outside of the exterior trim.
 - f. Colors - shall be historically appropriate to the home's architectural style and period of history.
 - g. Garages and other outbuildings. All houses shall be constructed with a garage for not less than two (2) vehicles and not more than three (3) vehicles. Garages must be the same architectural style and color as the home and may be (1) detached and located toward the back of the lot, (2) attached and flush to the house or extend up to five feet in front of the house if the garage is built to appear as part of the house and has a side or back opening, or (3) attached with a front opening if the front of the garage is set back at least five feet from the front of the house. The garage and other outbuildings shall be subordinate to the house and shall conform to the architectural style of the home.
 - h. Fences. No privacy fences are allowed from the front of the home to the street. However, low fences in wood/wood composite, ornamental iron, brick, rock, natural hedges, shrubs or any combination of the above may be used in the front yard as part of the landscaping. All fences shall comply with Section 17.24.100 of the West Bountiful Municipal Code, be appropriate to the style of the home and must receive positive recommendation by the architectural review board.
 - i. Driveways, sidewalks, steps, lighting, and landscaping shall be historically appropriate to the home's architectural style and period of history.
3. The architectural review board shall have 30 days to review the plans. Upon completion of the review, the board will either; (a) recommend the plans and specifications as submitted, or (b) notify the party making such request of any objections (such objections to be specifically stated). If objections are noted, the requesting party may resubmit a request for recommendation rectifying any such objections to the city. The architectural review board shall then have an additional 10 days after receipt of said revisions for review. The recommendation or denial of submitted plans shall be in writing and returned

to the party making a submission, together with a notation of recommendation or denial and the date affixed to one copy of such plans and specification.

4. Upon approval of a Certificate of Historic Appropriateness by the architectural review board the owner or developer may obtain a building permit from the City. Building inspections and/or occupancy approvals will be withheld if the structure is not in compliance with the historical design approved by the architectural review board. For homes in the historical district, a bond will be required to assure compliance with approved architectural design. The amount of the bond will be set periodically by the City Council.
5. An applicant who has been denied any permit based on the architectural review board's refusal to issue a Certificate of Historic Appropriateness may appeal denial to the planning commission, acting as the appeal authority, in accordance with the procedures provided in Chapter 17.08.
6. Enforcement. The provisions of this section are subject to the enforcement provisions established in the current building code adopted by West Bountiful City, the West Bountiful Municipal Code, and other applicable laws.

HISTORY

Adopted by Ord. [374-15](#) on 11/18/2015

E 2321336 B 4411 P 126-136

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

11/16/2007 8:29:00 AM

FEE \$66.00 Pgs: 11

DEP eCASH REC'D FOR ASPEN TITLE INSURANCE AGENCY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HERITAGE POINTE SUBDIVISION**

This declaration is made this 27th day of September, 2007 by the officers of ABJ Development, Inc. hereinafter referred to as "Declarant". This declaration is in reference to Heritage Pointe Subdivision located in the Northwest quarter of section 24, T2N, R1W, SLB&M in West Bountiful City, Davis County, Utah. Lots 1 through 37 of Heritage Pointe subdivision are all comprised by this declaration of covenants, conditions and restrictions.

WITNESSETH:

WHEREAS, Declarant is desirous of protecting the above described property (herein the "Lots") in West Bountiful City, Davis County, State of Utah, more particularly described as follows: Lots 1 through 37 of Heritage Pointe Subdivision.

06-286-0001 Thru 0037

WHEREAS, Declarant is desirous of protecting the above described property by PROTECTIVE COVENANTS: Now therefore it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the PROTECTIVE COVENANTS set forth below in order to enhance a more uniform development of the Lots therein, maintain the value thereof and protect and enhance the historical district of the city of West Bountiful, Utah.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL COMMITTEE**

Membership: The initial Architectural Control Committee shall be composed of two members of ABJ Development, Inc. along with two members from the West Bountiful Historical Committee and one member appointed by ABJ Development. A majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. The remaining members of the committee shall have full authority to select a successor. Neither members or the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

Term: The initial committee shall remain in existence until such time that all of the Lots in said subdivision are sold. Upon completion of said Lot sales, a successor Architectural Control Committee, comprised of one member of ABJ Development, two members from the lot owners of Heritage Pointe Subdivision

and two members from the West Bountiful Historical Committee. This Architectural Control Committee will represent the Association of the Land Owners of Heritage Pointe Subdivision. The successor Architectural Control Committee shall have the same powers and authority of the initial Architectural Control Committee and the members thereof shall serve for such term or terms as said majority may determine. Members elected, after the completion of said subdivision, must be a resident of said subdivision. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Every Owner of a Lot shall be a Member of the Association and, when more than one person is the Owner of any Lot all such persons shall be Members. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.

Each member shall be entitled to one vote for each Lot owned, subject to the authority of the Committee to suspend the voting rights of the Member for violations of this Declaration in accordance with the provisions hereof. When any Lot is owned by more than one Member, the vote for such Lot shall be exercised as they among themselves determine, but in any event no more than one vote shall be cast with respect to any Lot.

Purpose: The purpose of the Committee shall be to create, maintain and improve Heritage Point Subdivision as a historically correct design relating to the late 1800's to early 1900's architectural requirements and a pleasant and desirable environment, to establish and preserve a historic appropriateness for future plans within the historic district and harmonious design for the community and to protect and promote the value of the Property. New construction shall enhance the historic qualities and unique feeling of the historic areas of the city and shall not erode the character of the neighborhood. Exterior design, landscaping and changes or alterations to existing use of the property shall be subject to review and approval by the Committee.

Function: The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on Lots in said tract, in order that all structures shall conform to the restrictions and general plans of the DECLARANT for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Architectural Control Committee to change or waive any restriction(s) set forth in this declaration, except as herein specifically provided. The Committee may act by any three (3) of its members. Any authorization, approval, or power made by said committee shall be in writing and signed by at least three (3) members.

Rights of Enforcement: The Committee, as the agent and representative shall have the right to enforce the covenants set forth in this Declaration. The committee is hereby authorized to perform the design review functions prescribed in this Declaration and to carry out the provisions set forth therein. Before construction of any improvement on a Lot may commence, the Owner must submit the improvement plans and a \$300.00 review fee to the Committee and the Committee must have reviewed and approved the plans in writing. The deposit will be held and used by the committee as here explained. The Committee may reject any home, improvement or site plans it deems do not comply with the provisions of this Declaration, as the Architectural requirements of Heritage Pointe Subdivision is unique in that it is in the Historical District of West Bountiful City all effort is going to be made by the Architectural Control Committee to make sure that the houses are built historically correct for the homes' architectural style and period of history it represents. If necessary to settle any architectural disputes a professional architect may be consulted to review the plans and to define the architectural requirements of the period of the home that the Lot owner is trying to build. The deposit would then be used for this architect consultation. At the conclusion of completion of the construction of improvements upon the owner's Lot, the owner shall be entitled to a refund of three hundred dollars (\$300.00), if it was not used for an architectural consultation, provided that the Lot and public improvements adjacent to the owner's Lot are free of construction debris and damage and no refund shall be made until the owner has so complied. In the event such owner shall not so comply, then the committee shall be entitled to use said funds in payment of costs and expenses incurred to do so.

Personal Liability: Neither ABJ Development, Inc nor any committee members of the Architectural Control Committee shall be personally liable to any Owner or to any other person for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

Improper Maintenance and Liens: In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots; or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Owner is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Architectural Control Committee, the Committee may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Committee may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen-day period of time the required corrective action has not been taken the Committee shall be authorized and empowered to cause such action to be taken, and the cost thereof shall be

assessed against such Owner. If legal action is required all legal fees and court cost will be at the Lot owner's expense.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Use of Lots.** Each Lot within Heritage Pointe Subdivision shall be used only for the construction and occupancy of one single family dwelling together with off street parking in a minimum two-car garage, and parking aprons as approved or required by the Committee. Each Lot shall be used, improved and devoted exclusively for such single family residential use. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, etc. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any property without full compliance with West Bountiful City ordinances, which govern conditional use permits.
2. **Architectural Control.** No landscaping, grading, excavation, building, fence, wall, residence or other structure or alteration of any kind shall be commenced, erected, maintained, improved, altered or made until the construction plans and specifications along with a topographical plan showing the location of all improvements, including a general landscaping plan has been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit, from West Bountiful City.
3. **Construction Quality and Size.** The Committee will base its approval on construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to architectural design style that is based upon the late 1800's to early 1900's that will ensure historic appropriateness for new construction, (construction shall enhance the historic qualities and unique feeling of the historic areas of the city and not erode the character of the neighborhood), topography and grade, as well as quality of materials, size, height, color, etc. The Committee shall have final control for approval of all exterior design, color and material plans.

All structures constructed on the Property shall be:

- **Materials.** Of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials which will blend harmoniously to the natural environment will be permitted. All building materials shall be historically appropriate to the home's architectural style and period of history.
- **Architectural Design.** All homes built must be architecturally correct to the period of the late 1800's and early 1900's. This would include such architectural styles as Victorian, Queen Ann, Gothic Revival, Craftsman, Bungalow, Prairie, Tudor, Colonial and Georgian. All plans must be reviewed and approved by the Architectural Committee. Exterior Facades: Walls, roof shapes, windows, doors, porches and ornamental detail shall be historically correct for the home's architectural style and period of history.
- **Size:** The footprint of the home and garage is not to exceed 40% of the Lot. Dwellings must have at least 2,000 square feet of living space. The main floor area of the dwelling shall not be less than 1,325 square feet. Single story dwellings must have at least 2,000 square feet on the main level. Carriage houses or out buildings are not to exceed 25% of the back yard.
- **Height.** No building shall exceed 2 ½ stories in height above basement level. The first story floor cannot be more than two feet above the curb line.
- **Building Location.** No improvement shall be located on any Lot nearer than 35 feet to any front Lot line. No residential building shall be located nearer than 25 feet from a rear Lot line. All side yards shall be in conformance with West Bountiful City ordinance in affect at the time of construction on any building on any Lot.
- **Masonry.** Exterior walls of homes, garages, carriage houses and other outbuildings are to be faced on all sides with the same material. Brick and/or Stone exterior is required. Wood/fiber-cement board (such as James Harding Siding is also acceptable. But again the exterior walls of the home, garage, carriage house or other buildings are to be faced on all sides with the same material. Therefore a house cannot have three exterior walls in brick or stone and then the back side of the home in Harding siding. Contrasting materials can be used for pillars, lintels, quoins, keystones, trims, etc.
 - i. Wainscoting is not historical in West Bountiful and will not be allowed.
 - ii. There will be no stucco allowed, no stucco panels or stucco trim around windows and /or doors.
 - iii. No aluminum or vinyl siding shall be permitted except on the soffit or fascia.

iv. Log structures are prohibited as well as modular constructed homes.

- **Roofing.** All roof materials and colors must be approved by the Committee. Roof materials must be of high quality such as shake, designer metal shingles, or architect grade asphalt shingle with dura ridge. The typical roof pitch should be 5/12 or greater. The Committee may grant a variance on the pitch. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.
- **Windows.** All windows shall be appropriate in style and size for the home's period of architecture. Windows are to be installed as to the appropriateness of the architectural style.
- **Landscaping.** Set backs for fencing will meet West Bountiful City requirements for front property lines, which are the same set backs as required for the residence. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. All fencing shall be constructed of block, concrete, rock, vinyl, trex or wrought iron material. No wood fencing will be allowed on any Lot. The front park strip will be planted and maintained in grass. Each owner shall be responsible for maintenance for the park strips fronting on each owner's Lot. The only planting allowed in the park strip beside the required grass will be a defined type of tree to be determined by the Committee and to be planted at the specifications of the Committee. It will be required to be provided by the owner of the Lot at the owner's expense. This information will come from the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the area on their Lots. The planting of trees that will have a high profile and obstruct views from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee. Each dwelling unit shall have installed an outdoor sprinkler system for irrigation. All front, back and side yards must be landscaped within 12 months after the dwelling is occupied.
- **Construction Time.** No Lot may sit vacant for a period of longer than twenty four months (24) from the time of closing unless given a variance from the Committee. The construction time for the exterior portion of any structure, shall not exceed eighteen (18) months from start to finish, except for such delays caused by an act of God, strikes, actual inability of the owner to procure delivery of necessary materials or by interference by other persons or forces beyond the control of the owner to prevent. Financial ability of the

owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control. All building debris, excavation dirt, etc. Shall not be permitted on any of the streets or sidewalks. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction.

- **Temporary Occupancy and Temporary Buildings.** No trailer, basement or any incomplete building, tent, shack, garage or barn and no temporary buildings or structures of any kind shall be used at any time for a residence, either temporary or permanent.
- **Obstructive Materials.** Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of satellite dishes must be approved by the Committee. No visible ham radio towers will be allowed. Air conditioners, coolers, pool filters, firewood storage, lawn and yard tools, equipment and other temporary or permanent equipment must be screened or completely stored and substantially invisible from the streets and other homes. Screen shall be constructed of the same material as the adjacent building or wall. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee.
- **Nuisances; Construction Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No articles, materials, equipment or vehicles of any nature shall be parked or stored on any street located within the Heritage Pointe Subdivision. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Property for brief periods of time not longer than twenty four hours. Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways, unless behind the front line of the house. Such vehicles that are properly licensed and in running condition may be stored on side lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property.

- **Repair of Building.** No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, it is subject to the approvals required by: '1. Use of Lots' above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.
- **Signs.** No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder or developer, up to twelve square feet, may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertising for small business conducted in the home is prohibited.
- **Easements.** Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements.
- **Animals.** The Committee is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within Heritage Pointe Subdivision. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept on any Lot, except domestic dogs (a maximum of two) cats (maximum of two) and other household pets may be permitted provided they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. Noisy pets such as barking dogs, which are bothersome to a plurality of neighbors, must be removed
- **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

ARTICLE III **GENERAL PROVISIONS**

Section1. Enforcement

Enforcement shall be effected by proceeding at law or in equity against any person or person violating or attempting to violate any covenant, either by

restraining the violation or recovery of damages. Either the Architectural Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action. Failure by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter.

Sect 2. Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Sect 3. Responsibility

The Lot owner is responsible for the succeeding owner being notified as to the contents of these restrictions.

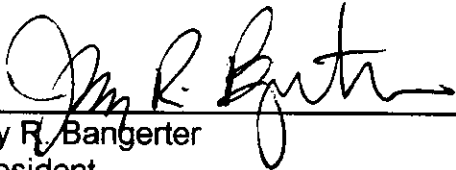
Sect 4. Amendment

The Covenants and Restrictions of the Declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed and recorded against the Lots.

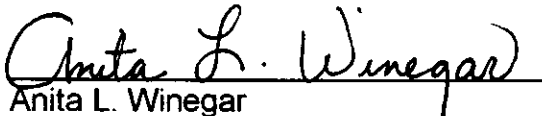
IN WITNESS WHEREOF, the undersigned, being the officers and Declarant herein, has hereunto set its' hand

This 15th day of November, 2007

DECLARANT:


Jay R. Bangerter
President

And / or


Anita L. Winegar
Secretary

Dated: 11/15/07

WEST BOUNTIFUL CITY

ORDINANCE #435-20

AN ORDINANCE AMENDING THE WEST BOUNTIFUL CITY ZONING MAP TO REMOVE THE HERITAGE POINTE SUBDIVISION FROM THE HISTORICAL OVERLAY DISTRICT

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

WHEREAS, the West Bountiful Planning Commission held a public hearing on October 13, 2020, to consider removing the property located at 862 W Heritage Pointe Circle, or in the alternative the entire Heritage Pointe subdivision, from the historical overlay district; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission voted to recommend to the City Council adoption of an amendment to the City’s Zoning Map that removes the property located at 862 W Heritage Pointe Circle West from the historical overlay district; and,

WHEREAS, the City Council finds that removal of the entire subdivision from the historical overlay district is in the best interest of the City.

***NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL
THAT THE ZONING MAP IS AMENDED TO REMOVE THE HERITAGE POINTE
SUBDIVISION FROM THE HISTORICAL OVERLAY DISTRICT.***

This ordinance will become effective upon signing and posting.

Adopted this 3rd day of November 2020.

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 Wood	_____	_____

Attest:

Cathy Brightwell, City Recorder



October 28, 2020

Re: CARES Act Request for Reimbursement for Expenses Through October 28, 2020

Dear Wasatch Integrated Administrative Control Board Member:

The purpose of this letter and supporting documentation is to request reimbursement under the CARES Act for necessary expenditures incurred by Wasatch Integrated Waste Management District (Wasatch) due to COVID-19 for the period from March 1, 2020 through October 28, 2020 which were not accounted for in our most recent budget.

Necessary expenses incurred by Wasatch consist of supplies required to implement health and safety policies and emergency paid sick leave specific to COVID-19. I have attached to this letter a summary of expenses which Wasatch is requesting reimbursement from funds provided to cities from the Coronavirus Relief Fund.

We have allocated costs to each of our member cities based upon the percentage of total households within each member city. Please forward this request to the appropriate person in your city for processing.

If you have questions regarding this request, please don't hesitate to contact me at (801) 614-5601.

Sincerely,

Wasatch Integrated Waste Management District

A handwritten signature in black ink, appearing to read "Nathan Rich".

Nathan Rich, P.E.
Executive Director

Attachments

cc: Administrative Control Board

Summary of Reimbursable Costs Cares Act Wasatch Integrated Waste Management District			
Total CARES Reimbursable Costs through October 20, 2020			\$59,417.14
Member City	Number of Households	Percentage of Total Households	Allocated Cost
Centerville City	4338	5.3%	\$3,165.39
Clearfield City	6128	7.5%	\$4,471.54
Clinton City	6573	8.1%	\$4,796.25
Farmington City	6438	7.9%	\$4,697.74
Fruit Heights City	1692	2.1%	\$1,234.63
Kaysville City	8681	10.7%	\$6,334.43
Layton City	18959	23.3%	\$13,834.18
Morgan City	1217	1.5%	\$888.03
Morgan County	2265	2.8%	\$1,652.75
North Salt Lake City	4880	6.0%	\$3,560.88
South Weber City	2052	2.5%	\$1,497.32
Sunset City	1588	2.0%	\$1,158.75
Syracuse City	8738	10.7%	\$6,376.03
West Bountiful City	1761	2.2%	\$1,284.98
West Point City	3191	3.9%	\$2,328.44
Woods Cross City	2927	3.6%	\$2,135.80
Total Households	81428	100.0%	\$59,417.14

COVID19 Detailed Expenses Total**\$ 34,552.66**

March 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item Purchased Description</u>	<u>Document Amount</u>
AMAZON CAPITAL SERVICES INC	078857	3/28/2020	Wires, keyboards, and Monitors for administrative staff working from home	\$ 586.74
FASTENAL COMPANY	078753	3/30/2020	Latex gloves and cleaner	\$ 104.48
AMAZON CAPITAL SERVICES INC	078811	3/31/2020	Keyboard and mouse combos for working from home	\$ 200.97
				\$ 892.19

April 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
BUCHANAN ACCESS SYSTEMS LLC	078809	4/3/2020	Remote gate operator and App for account customers during Landfill resident shutdown	\$ 2,365.00
AMAZON CAPITAL SERVICES INC	078885	4/9/2020	Spray bottles	\$ 31.90
AMAZON CAPITAL SERVICES INC	078886	4/9/2020	Car charger and cable for charging phone for gate operations during resident shutdown	\$ 26.88
PROEDGE TECHNOLOGY LLC	078957	4/22/2020	Intercoms for Scale houses - closed window transactions	\$ 4,268.00
VALLEY GLASS INC	078963	4/27/2020	Plexi glass for thrift store	\$ 275.00
AMAZON CAPITAL SERVICES INC	079011	4/28/2020	Washable keyboard for timecard computers	\$ 52.18
DELL FINANCIAL SERVICES LLC	079439	4/29/2020	Laptop for with booth opened to accommodate traffic from cash only policy	\$ 1,126.63
				\$ 8,145.59

May 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
MICROSOFT CORPORATION	079023	5/2/2020	Laptop to support virtual school tours	\$ 2,214.18
AMAZON CAPITAL SERVICES INC	079045	5/5/2020	Thermometer for Temperature checks	\$ 359.50
AMAZON CAPITAL SERVICES INC	079203	5/15/2020	Webcam for remote meetings	\$ 152.96
FASTENAL COMPANY	079207	5/20/2020	Case of wipes	\$ 152.71
FASTENAL COMPANY	079208	5/20/2020	Cleaner and Latex gloves	\$ 160.27
AMAZON CAPITAL SERVICES INC	079288	5/21/2020	Spray bottles	\$ 143.29
FASTENAL COMPANY	079212	5/27/2020	Cleaner and Latex gloves	\$ 158.24
				\$ 3,341.15

June 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
AMAZON CAPITAL SERVICES INC	079914	6/2/2020	Face covers	\$ 55.84
DIAMOND RENTAL INC	080253	6/3/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 328.12
AMAZON CAPITAL SERVICES INC	079945	6/4/2020	Face covers	\$ 398.00
SMEDLEY & ASSOCIATES PLUMBING & HEATING INC	079527	6/18/2020	Heating and cooling unit for white booth opened for no cash policy traffic	\$ 2,815.00
FASTENAL COMPANY	079480	6/19/2020	Latex gloves	\$ 103.10
AMAZON CAPITAL SERVICES INC	079509	6/25/2020	Face covers	\$ 569.10
AMAZON CAPITAL SERVICES INC	079658	6/27/2020	Social Distancing stickers	\$ 37.98
				\$ 4,307.14

July 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
FASTENAL COMPANY	080243	7/23/2020	Latex Gloves	\$ 311.60
LOWE'S HOME IMPROVEMENT WAREHOUSE	080150	7/23/2020	Face covers	\$ 388.17
				\$ 699.77

August 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
DIAMOND RENTAL INC	080252	8/5/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 123.35
AMAZON CAPITAL SERVICES INC	079803	8/11/2020	Thermometer for temperature checks	\$ 109.98
DIAMOND RENTAL INC	080450	8/13/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 1,217.55
PROEDGE TECHNOLOGY LLC	080000	8/13/2020	Camera white both opened to handle traffic from no cash policy	\$ 1,318.84
AMAZON CAPITAL SERVICES INC	080644	8/26/2020	Keyboard and webcam	\$ 137.97
				\$ 2,907.69

September 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
DIAMOND RENTAL INC	080425	9/18/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 430.95
DIAMOND RENTAL INC	0056350	9/22/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 451.47
				\$ 882.42

October 2020 COVID19 Detailed Expenses

<u>Vendor Name</u>	<u>Voucher Number</u>	<u>Document Date</u>	<u>Item</u>	<u>Document Amount</u>
DIAMOND RENTAL INC	080451	10/1/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 682.50
DIAMOND RENTAL INC	080496	10/1/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 969.50
PROEDGE TECHNOLOGY LLC	080495	10/2/2020	TV and stand for socially distanced training in the shop	\$ 4,229.87
DIAMOND RENTAL INC	080488	10/5/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 2,097.17
DIAMOND RENTAL INC	0056434	10/6/2020	Tent, table, and Chair rentals for out of doors break rooms	\$ 5,397.67
				\$ 13,376.71

Employee ID A01 - Y01
Pay Code 4ADM-H - 4ADM-S
Pay Date 1/1/2020 - 10/20/2020

Employee ID	Code	Pay Date	Dept	Position	Amount	lours/Units
1	4ADM-H	4/17/2020	210-02	OPRTR2	\$94.37	5.38
1	4ADM-H	10/2/2020	210-02	OPRTR1	\$171.39	9.85
1	4ADM-H	10/16/2020	210-02	OPRTR1	\$364.88	20.97
Total Transactions:	3	\$630.64	36.2	4.52	0.89	
2	4ADM-H	4/17/2020	210-02	SCLATT	\$28.99	1.87
2	4ADM-H	5/1/2020	210-02	SCLATT	\$130.67	8.43
2	4ADM-H	5/15/2020	210-02	SCLATT	\$90.37	5.83
2	4ADM-H	5/29/2020	210-02	SCLATT	\$202.74	13.08
Total Transactions:	4	\$452.77	29.21	3.63	0.71	
3	4ADM-H	5/1/2020	210-02	OPRTR2	\$519.40	25.97
3	4ADM-H	5/29/2020	210-02	OPRTR2	\$660.00	33.00
Total Transactions:	2	\$1,179.40	58.97	7.36	1.46	
4	4ADM-H	4/17/2020	210-02	OPRTR1	\$127.57	5.82
Total Transactions:	1	\$127.57	5.82	0.72	0.14	
5	4ADM-H	4/3/2020	220-02	MECHNC	\$381.70	17.92
Total Transactions:	1	\$381.70	17.92	2.24	0.44	
6	4ADM-H	4/3/2020	210-02	OPRTR1	\$30.69	1.98
6	4ADM-H	9/4/2020	210-02	OPRTR2	\$1,461.60	80.00
Total Transactions:	2	\$1,492.29	81.98	10.24	2.04	
7	4ADM-H	6/26/2020	210-02	OPRTR1	\$159.36	9.67
Total Transactions:	1	\$159.36	9.67	1.2	0.24	
8	4ADM-H	7/23/2020	220-02	MECHNC	\$573.00	30.00
Total Transactions:	1	\$573.00	30	3.75	0.75	
9	4ADM-H	4/17/2020	210-02	OPRTR1	\$104.33	6.42
9	4ADM-H	8/7/2020	210-02	OPRTR1	\$786.78	46.50
Total Transactions:	2	\$891.11	52.92	6.61	1.32	
10	4ADM-H	10/16/2020	220-03	MECHNC	\$800.00	40.00
Total Transactions:	1	\$800.00	40	5	1	
11	4ADM-H	4/14/2020	210-02	OPRTR2	\$129.24	7.18
Total Transactions:	1	\$129.24	7.18	0.89	0.17	
12	4ADM-H	7/23/2020	210-02	SCLATT	\$560.00	40.00
12	4ADM-H	8/21/2020	210-02	SCLATT	\$399.28	28.52

Total Transactions:	2	\$959.28	68.52	8.56	1.71	
13	4ADM-H	4/17/2020	210-03	MRFFMN	\$175.00	7.00
Total Transactions:	1	\$175.00	7	0.87	0.17	
14	4ADM-H	4/17/2020	210-02	OPRTR2	\$140.05	6.60
Total Transactions:	1	\$140.05	6.6	0.82	0.16	
15	4ADM-H	4/17/2020	210-02	OPRTR1	\$108.80	6.80
15	4ADM-H	7/23/2020	210-02	OPRTR2	\$516.20	29.43
Total Transactions:	2	\$625.00	36.23	4.52	0.9	
16	4ADM-H	4/17/2020	210-02	OPRTR1	\$68.41	4.33
16	4ADM-H	9/4/2020	210-02	OPRTR2	\$1,095.83	59.98
Total Transactions:	2	\$1,164.24	64.31	8.03	1.59	
17	4ADM-H	4/3/2020	210-02	SCLATT	\$67.12	4.52
17	4ADM-H	4/17/2020	210-02	SCLATT	\$406.89	27.40
17	4ADM-H	5/15/2020	210-02	SCLATT	\$47.82	3.22
17	4ADM-H	5/29/2020	210-02	SCLATT	\$204.19	13.75
17	4ADM-H	6/12/2020	210-02	SCLATT	\$139.89	9.42
17	4ADM-H	6/26/2020	210-02	SCLATT	\$297.00	20.00
17	4ADM-H	10/16/2020	210-02	SCLATT	\$460.50	30.00
Total Transactions:	7	\$1,623.41	108.31	13.51	2.69	
18	4ADM-H	4/17/2020	210-02	SCLATT	\$535.91	35.68
18	4ADM-H	5/1/2020	210-02	SCLATT	\$147.95	9.85
18	4ADM-H	5/15/2020	210-02	SCLATT	\$71.04	4.73
18	4ADM-H	5/29/2020	210-02	SCLATT	\$39.35	2.62
Total Transactions:	4	\$794.25	52.88	6.6	1.3	
19	4ADM-H	4/17/2020	210-02	OPRTR2	\$64.30	3.37
Total Transactions:	1	\$64.30	3.37	0.42	0.08	
20	4ADM-H	4/17/2020	210-02	SCLATT	\$688.80	40.00
20	4ADM-H	5/1/2020	210-02	SCLATT	\$218.35	12.68
20	4ADM-H	5/15/2020	210-02	SCLATT	\$195.10	11.33
20	4ADM-H	5/29/2020	210-02	SCLATT	\$184.60	10.72
20	4ADM-H	9/4/2020	210-02	SCLATT	\$260.91	14.32
Total Transactions:	5	\$1,547.76	89.05	11.12	2.2	
21	4ADM-H	10/2/2020	220-03	MECHNC	\$630.00	30.00
21	4ADM-H	10/16/2020	220-03	MECHNC	\$1,216.95	57.95
Total Transactions:	2	\$1,846.95	87.95	10.99	2.19	
22	4ADM-H	4/3/2020	210-02	OPSFRN	\$559.56	17.73
22	4ADM-H	7/23/2020	210-02	OPSFRN	\$759.02	24.05
Total Transactions:	2	\$1,318.58	41.78	5.21	1.04	
23	4ADM-H	4/17/2020	210-02	OPRTR2	\$102.60	5.70
Total Transactions:	1	\$102.60	5.7	0.71	0.14	

24	4ADM-S	10/2/2020	260-03	MRFSPR	\$293.81	8.00
24	4ADM-S	10/16/2020	260-03	MRFSPR	\$587.61	16.00
Total Transactions:		2	\$881.42	24	3	0.6
25	4ADM-H	7/23/2020	210-02	OPRTR3	\$315.04	12.88
Total Transactions:		1	\$315.04	12.88	1.61	0.32
26	4ADM-H	4/17/2020	210-02	SCLATT	\$357.93	24.77
26	4ADM-H	5/1/2020	210-02	SCLATT	\$185.25	12.82
26	4ADM-H	5/15/2020	210-02	SCLATT	\$157.22	10.88
26	4ADM-H	5/29/2020	210-02	SCLATT	\$81.35	5.63
Total Transactions:		4	\$781.75	54.1	6.75	1.34
27	4ADM-H	5/1/2020	210-02	SCLATT	\$32.48	2.32
27	4ADM-H	5/15/2020	210-02	SCLATT	\$189.70	13.55
27	4ADM-H	5/29/2020	210-03	SCLATT	\$172.62	12.33
27	4ADM-H	6/12/2020	210-03	SCLATT	\$584.22	41.73
27	4ADM-H	6/26/2020	210-03	SCLATT	\$560.00	40.00
Total Transactions:		5	\$1,539.02	109.93	13.73	2.72
28	4ADM-H	4/17/2020	210-02	SCLATT	\$10.08	0.72
28	4ADM-H	5/1/2020	210-02	SCLATT	\$171.22	12.23
28	4ADM-H	5/15/2020	210-02	SCLATT	\$216.30	15.45
28	4ADM-H	5/29/2020	210-02	SCLATT	\$78.40	5.60
Total Transactions:		4	\$476.00	34	4.24	0.83
29	4ADM-H	4/17/2020	210-02	OPRTR2	\$99.44	4.82
29	4ADM-H	10/2/2020	210-03	OPRTR2	\$1,361.76	62.87
Total Transactions:		2	\$1,461.20	67.69	8.45	1.69
30	4ADM-H	4/17/2020	210-02	OPRTR2	\$138.89	5.88
Total Transactions:		1	\$138.89	5.88	0.73	0.14
31	4ADM-H	8/7/2020	210-02	RECTSP	\$992.47	51.45
Total Transactions:		1	\$992.47	51.45	6.43	1.28
32	4ADM-H	5/1/2020	260-01	ACTAPR	\$372.00	16.00
32	4ADM-H	5/15/2020	260-01	ACTAPR	\$170.19	7.32
32	4ADM-H	5/29/2020	260-01	ACTAPR	\$186.00	8.00
32	4ADM-H	7/10/2020	260-01	ACTAPR	\$372.00	16.00
Total Transactions:		4	\$1,100.19	47.32	5.91	1.18
Total Employees:		32	\$24,864.48	1348.82	168.37	33.43

WEST BOUNTIFUL CITY

RESOLUTION #485-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT FOR CARES FUNDING

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

WHEREAS, the City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County; and

WHEREAS, the City wishes to provide the Wasatch Integrated Waste Management District a portion of CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement in Exhibit A.

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

Passed and approved by the City Council of West Bountiful City this 3rd day of November 2020.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between **WASATCH INTERGRATED WASTE MANAGEMENT DISTRICT**, a local district and service area of the State of Utah, hereinafter referred to as “District” and **WEST BOUNTIFUL CITY**, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction.

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

1. **Consideration.** The City hereby commits to provide \$1,284.89 of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from Davis County for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated Davis County funding. The District further notes that it may not similarly use

Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before December 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on December 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond December 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. **Records, Reporting, And Transparency.**

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the United States Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the United States Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City, its elected and appointed officials, employees, and agents from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the District's performance of this Agreement caused by any act or omission of the District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however,

that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"DISTRICT"

**WASATCH INTERGRATED WASTE
MANAGEMENT DISTRICT**

ATTEST:

Secretary

By: _____, Chair

"CITY"

ATTEST:

City Recorder

By: _____
Kenneth Romney, Mayor

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me _____, who being duly sworn, did say that he/she is the Chair of the Board of the **WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the District by authority of its governing body and said _____ acknowledged to me that the Service Area executed the same.

Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me Kenneth Romney, who being duly sworn, did say that he is the Mayor of **WEST BOUNTIFUL CITY**, a municipal corporation and political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and Kenneth Romney acknowledged to me that the City executed the same.

Notary Public

Minutes of the West Bountiful City Council meeting held on **Tuesday, October 20, 2020** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Mayor Romney has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org.

All participants were on Zoom. Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece and Rod Wood.

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Steve Maughan, (Public Works), Chief Brandon Erikson, Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer) and Terri Hensley (Secretary).

PUBLIC: Alan Malan, Dennis Vest, Blake Heller

Mayor Romney called the meeting to order at 7:31 pm. Rod Wood gave an Invocation and the Pledge of Allegiance was led by Mark Preece.

1. Approve the Agenda.

MOTION: *Mark Preece made a motion to approve the agenda. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

There was no public comment.

3. Ordinance 436-20, An Ordinance Amending the West Bountiful City Zoning Map to Remove the Property at 862 W Heritage Pointe Circle from the Historical Overlay District.

On September 16, 2020, Blake Heller submitted a request to remove his property from the Historical Overlay District or have the entire Heritage Pointe subdivision's design standards dissolved. He desires to build a detached garage on the property but due to the design standards, he has not been successful in obtaining satisfactory approval from the historical review board.

The planning commission discussed the request at its September 29 meeting and scheduled a public hearing for October 13. At the hearing, approximately ten residents testified in favor of the request. The primary supporting comments included 1) the Historical Overlay regulations are no longer

necessary as the subdivision is pretty much built out; 2) the regulations have been implemented inconsistently and unfairly; and 3) the regulations have caused unnecessary stress, time and cost to the homeowners.

Following the hearing, Mr. Doxey explained that the city can allow Mr. Heller's property to be removed and/or remove the entire subdivision from the Historical Overlay District but the CCR's will still be in effect.

There was conversation on the following points and options:

1. Remove only the Heller Property. Move forward with removing only the Heller property from the Historical Overlay District. The benefit of this is Mr. Heller has already had significant costs associated with the delay, both financial and personal. The downside is the city would not be resolving the entire core issue, but rather a small portion. Since other property owners have made the same request, is it better to look at the big picture holistically rather than continuing to examine each request as they arise?
2. Remove the entire Heritage Pointe Subdivision. Move forward with removing the entire Heritage Pointe subdivision from the Historic Overlay District. According to Mr. Heller and testimony given at the hearing, there is overwhelming support with the residents for this option. This course of action may benefit from additional notification to all Heritage Pointe residents.
3. Modify the Historical Overlay Code. Retain but modify the Historical Overlay Code to remove the strict design and building regulations for this District currently enforced by the city's historical architectural review board. The city has been acting in the capacity similar to that of a Homeowners Association. This option removes the city from that role.
4. Eliminate Historical Overlay Code entirely.
5. Modify the General Plan to align with decisions above. The General Plan has numerous references to the Historical District. It is important to look at how any changes the city makes will align with our General Plan.

There was interest in gathering more information from Heritage Pointe property owners prior to making a final decision.

MOTION: *James Bruhn made a Motion to Adopt Ordinance 436-20 Amending the West Bountiful City Zoning Map to Remove the Property at 862 W Heritage Pointe Circle from the Historical Overlay District and to work diligently to remove the entire Heritage Pointe Subdivision from the Historical Overlay District. Rod Wood seconded the Motion. Following discussion, Mr. Wood rescinded his second and Kelly Enquist seconded the Motion.*

The Motion FAILED 3 to 2 with a vote as follows:

James Ahlstrom – nay James Bruhn – aye

Kelly Enquist – aye Mark Preece – nay
Rod Wood – nay

MOTION: *James Ahlstrom made a Motion to table the issue and invite Heritage Pointe subdivision property owners to the next available council meeting to discuss removing the subdivision from the district prior to a final vote. Kelly Enquist seconded the Motion.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

4. Ordinance 431-20 (corrected), An Ordinance Approving the Disconnection of Approximately Two Acres of Real Property from West Bountiful City.

The City Council has already adopted Ordinance #431-20 on July 21, 2020, approving the disconnection of the Property at 1818 West 400 South. However, the legal description in the original Ordinance and local entity plat provided was incorrect.

This Ordinance is intended to correct Ordinance #431-20 to provide the correct legal description and depiction of the Property. It does not alter the original decision in any way.

MOTION: *James Ahlstrom made a Motion to Approve Ordinance 431-20 (corrected), An Ordinance Approving the Disconnection of Approximately Two Acres of Real Property from West Bountiful City. Rod Wood seconded the Motion.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

5. Presentation on Beautification Initiative

Like many communities, the city has historically struggled to address nuisance issues such as vegetation blocking sidewalks, debris that harbor rodents or present a fire danger, and other nuisances that threaten the health and safety of neighborhoods. Our challenges include mixed community sentiment, limitations on workforce, and cumbersome enforcement options.

In January of 2020, part-time administrative staffing was added to both assist the police department and eventually to increase the city's ability to address beautification issues. While the current pandemic slowed this process, the city is ready to move forward with this initiative.

The proposal can be summarized as follows:

1. Terri Hensley will serve in the role of Beautification Specialist.
2. The approach will be:
 - a. Friendly – communication with residents will be primarily over the phone or in-person. We will limit the use of a letter as much as possible.
 - b. Consistent – rather than relying on threats, this approach will focus on consistent follow-ups until issues are resolved. New software (iWorQ) originally acquired to manage building permits and work orders will also increase our ability to register and track cases.
3. The roll-out of this initiative will have a relatively small focus while we test its ability to be effective. We will start with trees/bushes that are blocking public ways. Once we work out any bugs and experience success, we will expand to other items like junk in front yards.
4. Cases will be initiated both by complaint and staff observation. We will systematically survey the city to identify cases where public ways are obstructed. This will help resolve issues of fairness in the city's approach.

This proposal was well received by the Mayor and City Council and will move forward as outlined above.

6. Minutes from October 6, 2020.

MOTION: *James Ahlstrom made a Motion to Approve the Minutes from October 6, 2020. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

7. Staff Reports

Police – Brandon Erikson

- An incident occurred today that resulted in two arrests, significant amount of stolen property and ID's, and approximately thirty-five victims. It will take multiple days just to get all evidence processed.
- There are several legislative changes that have gone into effect recently. One change was that DCSF will no longer have a case worker to accompany us as we go to a home. Also, if a concealed carry permit is denied, it is now up to the local law enforcement to investigate.
- We made a full-time job offer to our top candidate today for the vacant officer position. He will begin on December 5 following his academy graduation.
- Sgt. Wilkinson and Sgt. Adams have both applied for Assistant Police Chief. We are very close to wrapping up the process and will make the final recommendation shortly.

Public Works – Steve Maughan

- Our major project this summer, 800 West, is mostly complete with only a few final touches to wrap up.

- We are working with the school district to finalize the back parking lot behind city hall.
- We are preparing for the winter season.

Community Development – Cathy Brightwell

- Wholesome Direct, a subsidiary of WholesomeCo Cannabis, has applied to provide a delivery courier service for home delivery of cannabis products ordered and paid for online. There are a number of safeguards in place including two drivers, merchandise is contained in a locked box and they will not be carrying any cash. They do have the appropriate state license for this service. Cathy will send the information to Chief Erikson to follow up so the police department has a full understanding of the process.
- Santorini Grill has completed their final inspection and is scheduled to open November 9.
- A new business, Five Below, is a discount store aimed towards young teens. They have been very successful in other locations. They will be going in to the property that was formally Barnes and Noble once the Halloween store closes for the season.
- Olive Garden has had a slight delay as they decided to enlarge their curbside pickup area. The exact opening day is not yet confirmed. It is expected they will be open by Christmas.

Administrative Report – Duane Huffman

- The Division of Drinking Water has approved our design for the well. The city is finalizing details to bid out the project.
- We will be meeting with the School District to discuss the city expectations for the shared parking lot behind the City Hall building.
- Duane asked if he could move forward with the experimentation proposal for contract planners to help with projects. He was given to go ahead.
- Our next meeting is scheduled for November 3, which is election night. Duane will let the City Council know if there are items that require attention right away. If so, the meeting will be bumped to 8 pm to follow closing of the polls. If not, The November 3 meeting will be canceled and the next meeting will be November 17.

8. Mayor/Council Reports

Mayor Romney – Our Covid-19 numbers were trending up in West Bountiful but are now going back down. We currently have the lowest current active cases in South Davis County. Lakeview Hospital is not yet concerned about bed capacity. With the new transmission index implemented by the Governor last week Davis County is currently in the Moderate category but is expected to move to High later this week.

James Ahlstrom – Kim and Pat McReynolds have agreed to serve as co-city advisors for the West Bountiful Youth City Council. We are lucky to have them.

Kelly Enquist – no report

Rod Wood – Very glad the well has now been approved.

James Bruhn – Asked about the height of the crown on 800 West and the curbing behind City Hall suggesting both may be too high. Steve Maughan explained he is aware of the issues and working on them.

Mark Preece – The Sewer District held a special meeting last week to discussion raising property taxes to facilitate improvements mandated by the state.

9. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual. Performance of individuals and exchange of property.

No closed session.

10. Adjourn

MOTION: *Mark Preece made a motion to adjourn this meeting of the West Bountiful City Council at 9:30 pm. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, November 3, 2020.

Cathy Brightwell, City Recorder