

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Mark Preece

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
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City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, SEPTEMBER 17th, AT THE CITY OFFICES

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – Mark Preece

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Proclamation Designating September 17-23, 2024 as Constitution Week in West Bountiful.
4. Rear Yard Setback Variance Request – Heritage Pointe Lot 31 – 850 W Heritage Pointe Circle.
5. Storm Water Drainage Impact Fee Waiver Request – South Davis Sewer District – North Plant Project, 1200 N Shoreland Drive.
6. Centerville Flex Condominium Plat Approval.
7. Meeting Minutes from September 3, 2024.
8. Staff Reports–Police, Public Works, Engineering, Community Development, Admin.
9. Mayor/Council Reports.
10. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
11. Adjourn.

The above agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCity.org), posted at city hall, and emailed to the Mayor and City Council on August 30th, 2024, by Remington Whiting, City Recorder.



West Bountiful City

Proclamation

A PROCLAMATION DESIGNATING SEPTEMBER 17, 2024, THROUGH SEPTEMBER 23, 2024, AS CONSTITUTION WEEK IN WEST BOUNTIFUL

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW THEREFORE, I, Kenneth Romney, Mayor of West Bountiful City, on behalf of the City Council, do hereby proclaim September 17 through September 23, 2024, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Dated this 17th day of September 2024.

Mayor Kenneth Romney

Attest:

Remington Whiting, City Recorder

MEMORANDUM



TO: Mayor and Council

DATE: September 12, 2024

FROM: Staff

RE: Variance Request – Rear Setback at 850 W Heritage Pointe Circle (Heritage Pointe Subdivision Lot 31)

This memo introduces and reviews the variance request submitted by the Schilling family requesting the ability to encroach into the rear setback for an addition to their home on Lot 31 of the Heritage Pointe subdivision.

This memo is structured as follows:

- A. Variance Law Review
- B. Schilling Variance Request (including exhibits)
- C. Background
- D. Staff Analysis and Conclusion
- E. Addition Attachments
 - 1) Original Subdivision Plat for Heritage Pointe
 - 2) Original Building Permit Documents for Lot 31

Variances

Utah Code Ann. 10-9a-702 and West Bountiful Municipal Code 17.08.130 govern variances. A variance is a waiver or modification of the requirements of a land use ordinance as applied to a property, and it runs with the land. In West Bountiful, the City Council has chosen to act as the Appeal Authority in determining whether an applicant meets the mandated criteria, and its decision is effective when it issues a written decision, including findings.

The standard for obtaining a variance under state law and city code is very high. The appeal authority may grant a variance only if all five of these criteria apply:

1. Literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the land use ordinances.
 - a. The unreasonable hardship must be located on or associated with the property and come

from circumstances peculiar to the property, not from conditions that are general to the neighborhood. An unreasonable hardship may not be self-imposed or economic.

2. There are special circumstances attached to the property that do not generally apply to other properties in the same zone;
3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other properties in the same zone;
4. The variance will not substantially affect the general plan and will not be contrary to the public interest; and
5. The spirit of the land use ordinance is observed and substantial justice is done.

Law states that “the applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.” If the applicant fails to prove all five requirements, the variance must be denied. In granting a variance, the appeal authority may impose additional requirements on the applicant that will mitigate any harmful effects of the variance or serve the purpose of the standard or requirement that is waived or modified.

VARIANCE REQUEST

Dustin and Staci Schilling
850 Heritage Pointe Circle
West Bountiful, UT 84087

West Bountiful City Council
550 North 800 West
West Bountiful, UT 84087

August 30, 2024

Subject: Request for Variance to Modify Property Requirements

Dear Members of the West Bountiful City Council,

We hope this letter reaches you in good spirits. We are Dustin and Staci Schilling, and we are writing to request a variance from the existing land use ordinance requirements for our cherished home at 850 Heritage Pointe Circle. We wish to expand our home, and after thoughtful deliberation, we find ourselves needing your understanding and support due to the unique challenges associated with our property. Below, we have outlined how we have addressed the city's criteria.

Unreasonable Hardship

Our property, with its irregular shape and specific constraints, has presented us with a significant and, frankly, overwhelming hardship. The current ordinance requirements, while well-intentioned, make it incredibly difficult for us to protect our investment from the harsh elements in a way that is both practical and economical. We have invested so much into making this house a home, and yet, the limitations imposed by the ordinance leave us feeling as though we are fighting an uphill battle to shield our investments from weather-related damage. It feels like an unjust burden that hampers our ability to fully enjoy and utilize our property.

Special Circumstances

The layout of our lot is uniquely challenging in a way that sets it apart from other properties in our district. The unusual shape of our lot, combined with the requirement to position our home further back due to the circular layout at the end of our property, has left us with a restricted area for development. This is not an issue of our making but rather an inherent challenge of our specific property. Unlike our neighbors with more conventional layouts, we are faced with unique

constraints that severely limit our ability to make necessary improvements. These conditions are inherent to the property itself and significantly hinder our ability to utilize the land in a manner consistent with the zoning regulations. Initially, our home was approved to be set back 30 feet from the back of the sidewalk. However, Due to the city's uncompromising engineer at the time of our construction and the unique shape of our lot, we had to move the house back an additional 7 feet to the north and 9 feet to the west, which has further limited our usable space.

Substantial Property Rights

The inability to expand our home is more than just an inconvenience for us; it profoundly affects our family's happiness and our ability to thrive within this community that we hold dear. It's deeply disheartening to see other property owners in similar situations being granted variances, while we are left feeling overlooked and constrained.

We're not asking for special treatment—just for the same consideration that others have received. A great example of this consideration is just across the street from us at 841 West Heritage Pointe Circle where the home is 25 feet from the back of the sidewalk. Whether the City engineer knowingly accepted or overlooked the 5-foot difference or the city inspector was unaware of the issues due to a lack of knowledge or information, the liability would still be the city's responsibility. The city is responsible for ensuring that its inspectors are properly trained and equipped to do their jobs effectively.

Granting this variance would not only bring us in line with the rights of our neighbors but also offer us a fair chance to adapt our home to our growing needs. This restriction feels like a barrier to our family's future, and we believe that approving this variance would restore a sense of fairness and help us to remain a part of the community we cherish.

Impact on General Plan and Public Interest

We truly believe that approving this variance will serve the public interest and align with the general plan's goals for community beautification and design standards. The modifications we wish to make will enhance the aesthetic appeal of our property and, we hope, add to the charm of our neighborhood. In a meeting with the city engineer, he indicated our only option was to demolish the third car garage at our current home and construct a detached building to meet our needs. We have discussed this option with our neighbors, who are generally unhappy with the idea. They have signed the attached petition, showing their support for the home addition rather than the detached metal structure. By granting this variance, you would help us make meaningful improvements that could potentially increase property values and attract further investment in the area, benefiting the community as a whole.

Spirit of the Ordinance and Substantial Justice

Our request is made in the spirit of the ordinance, seeking to navigate the unique challenges of our property while honoring the underlying principles of zoning regulations. Granting this variance would allow us to make reasonable use of our property without compromising the broader

regulatory framework. It would ensure that we receive fair treatment while maintaining the integrity and standards of our community.

We have attached a preliminary drawing, a petition signed by our supportive neighbors, and a list of 32 other homes within the R-1-10 zone that do not fully comply with the setback requirements outlined in the West Bountiful municipal code. Our renovation plans have been thoroughly discussed with the neighbors, including the owners of the landlocked lot behind us, all of whom are in favor and have no objections.

We kindly request your thoughtful consideration of our application. We are more than willing to provide any additional information or engage in further discussions to address any questions or concerns. Your support in this matter would be greatly appreciated and would significantly contribute to making our house a more comfortable and welcoming home.

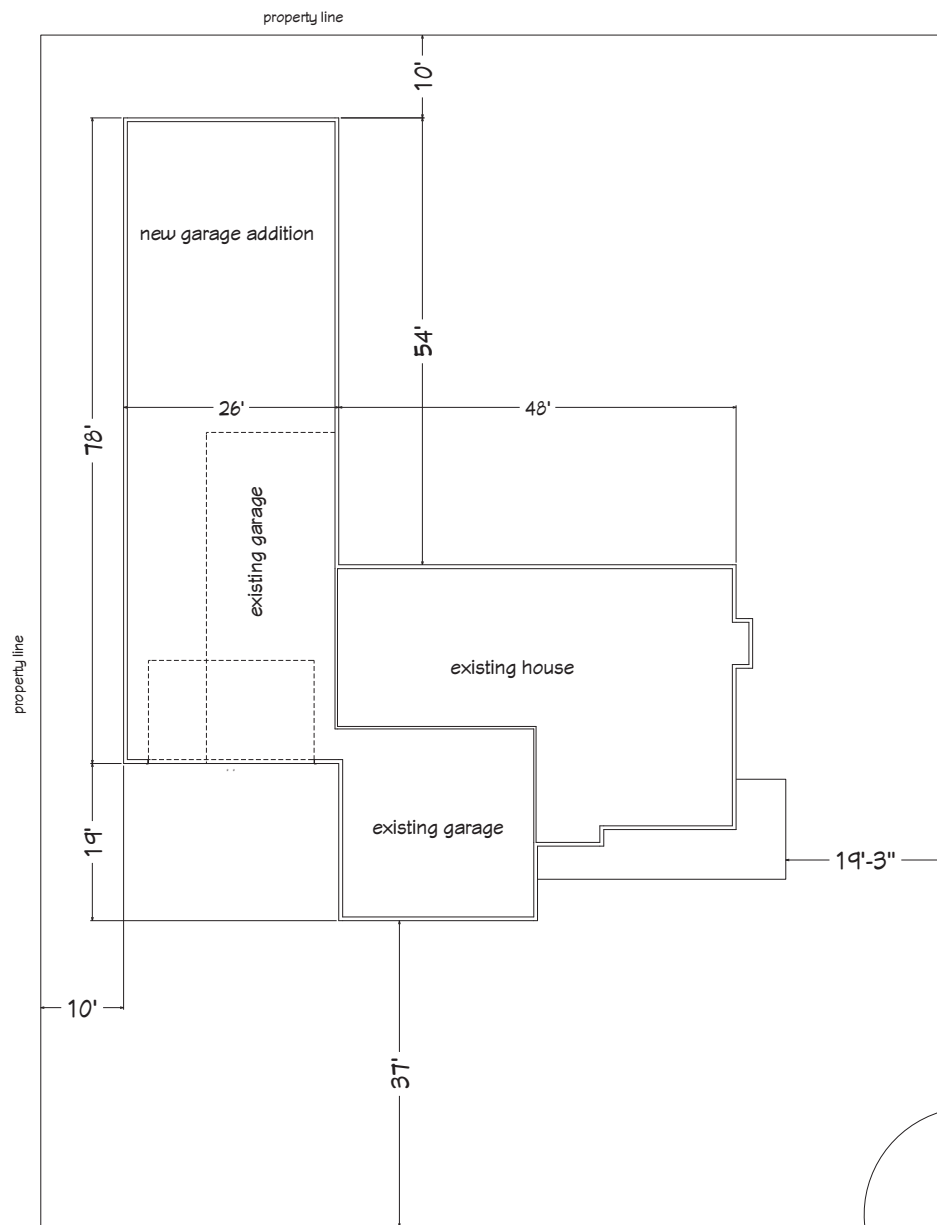
Thank you very much for your time and consideration.

Warm regards,

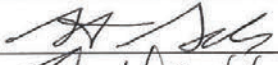
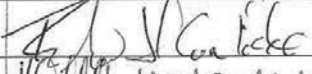
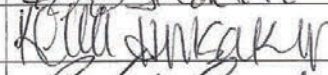
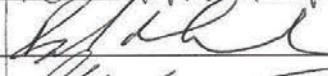
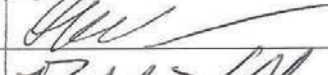
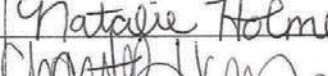
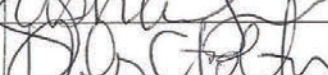
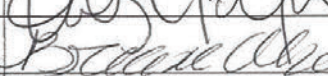
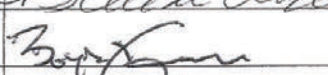
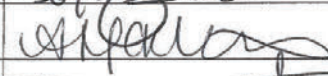
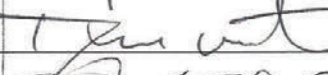
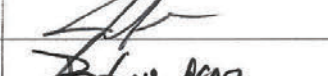
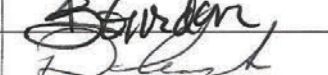
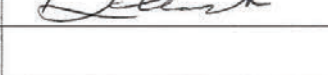
Dustin and Staci Schilling

850 Heritage Pointe Circle

West Bountiful, UT 84087



The undersigned show support and have no objections to the Schilling family residence Addition at 850 West Heritage Pointe Circle in West Bountiful, Utah. This addition will extend to the rear property line in place of a detached structure.

Full Name	Signature	Address
Steven Sellers		877 Heritage Pointe Cir West Bountiful, UT 84087
Richard Karlisle		865 Heritage Pointe Cir West Bountiful, UT 84087
Kellee Hunsaker		829 Heritage Pt Circle 84087
Brady Hunsaker		829 Heritage Pt. Cir W. Bountiful UT 84087
Robert Hunsaker		
Blake Heller		862 HERITAGE PT CIR
Natalie Holmes		812 N 900 W West Bountiful, UT
Chantel Henderson		863 N. 900 W. West Bountiful, UT 84087
Ashley Green		829 N 900 W. W. Bountiful UT
Emily C. Tolton		853 Heritage Point Circle
Breanne Olsen		733 N. 900 W. West Bountiful
Boris Harris		838 HERITAGE POINT Circle
Mandy Mortensen		699 N. 900 W. W.BNTFL 84087
Tyler Mortensen		699 N. 900 W. W.BNTFL 84087
Mawnee Vodopich		836 N Vintage Circle W BNTFL UT 84087
Jeremy Larkin		739 N 800 W W. BOUNTIFUL UT
Bridget Gordon		808 Vintage Circle West Bountiful UT
Deann Checkwood		841 W Heritage Pointe Cir

Front setbacks

841 West Heritage Pointe Circle is 25 feet from the back of the sidewalk to the foundation.

829 West Heritage Pointe Circle is 28.5 feet from the back of the sidewalk to the Foundation.

1543 N 725 WEST is 25 feet from the back of the sidewalk to the foundation

722 W 1550 NORTH 20 feet from the back of the sidewalk to the foundation

712 W 1550 NORTH 27 feet from the back of the sidewalk to the foundation

662 W 2080 NORTH 24 feet from the back of the sidewalk to the foundation

680 W 2350 NORTH 26 feet from the back of the sidewalk to the foundation

6907 N 900 WEST 22 feet from the back of the sidewalk to the foundation

99 N 900 WEST 25 feet from the back of the sidewalk to the foundation

932 N PINETREE CIR 25 feet from the back of the sidewalk to the foundation

948 N PINETREE CIR 25 feet from the back of the sidewalk to the foundation

965 N PINETREE CIR 25 feet from the back of the sidewalk to the foundation

981 N PINETREE CIR 25 feet from the back of the sidewalk to the foundation

REAR setbacks

874 W 725 NORTH 26 feet from the back of the house to the property line

686 West 810 North 14 feet from the back of the house to the property line

683 W 910 North 19 feet from the back of the house to the property line

677 W 810 North 13 feet from the back of the house to the back property line.

684 W 910 North 15 feet from the back of the house to the back property line.

755 W 845 NORTH 19 feet from the back of the house to the back property line.

695 N 750 WEST 16 feet from the back of the house to the back property line.

749 W 1450 NORTH 14 feet from the back of the house to the back property line

752 W 1450 NORTH 12 feet from the back of the house to the back property line

762 W 1450 NORTH 25 feet from the back of the house to the property line

961 W MEADOWLAND CIR 10 feet from the back of the house to the back property line

955 W MEADOWLAND CIR 22 feet from the back of the house to the back property line

849 W 2310 NORTH 20 feet from the back of the house to the back property line

765 W 900 NORTH 13 feet from the back of the house to the back property line

Side setbacks

887 N 800 WEST 4 feet from the foundation to the north side property line

936 N 700 WEST 6 feet from the foundation to the north side property line

839 W 1060 NORTH 8 feet from the foundation to the East side of the property

1125 N 840 WEST 8 feet from the foundation to the North side of the property

705 N 800 WEST 5 feet from the foundation to the north property line

1097 N 800 WEST 17 feet from back of sidewalk to foundation, 13 ft from foundation to north property line

Re: Variance Request - 850 Heritage Pointe Circle

From STACI HAFEN [REDACTED]
Date Tue 9/10/2024 12:33 PM
To Duane Huffman <dhuffman@wbcityut.gov>
Cc Kris Nilsen <knilsen@wbcityut.gov>; Remington Whiting <rwhiting@wbcityut.gov>

Duane,
This is correct we are looking to reduce the rear setback from 30 feet to 10 feet.

Thanks, Staci Schilling
Sent from my iPhone

On Sep 10, 2024, at 12:13 PM, Duane Huffman <dhuffman@wbcityut.gov> wrote:

Dustin and Staci Schilling:

The city has received your variance request, and we currently plan to have it ready for city council review at their next scheduled meeting on September 17 at 7:30pm.

So that staff can properly prepare this item, will you please confirm our understanding that you are seeking a variance to reduce the rear yard setback requirement of 30 feet to 10 feet (wWBMC 17.24.050.A.4.a)? Are there any other variances from code that you are seeking?

Thanks.

Duane Huffman
City Administrator
West Bountiful City
Office: 801.292.4486
Please note the new email address: dhuffman@wbcityut.gov
<Schilling Variance Request 8-30-24.pdf>

STAFF REPORT

Background

The following facts apply to the property:

1. The property is located at 850 W Heritage Pointe Circle, West Bountiful, UT 84087.
2. The lot was created as part of a subdivision plat that was approved by the city and recorded in 2007.
3. The lot is approximately 0.35 acres.
4. The property is situated in the R-1-10 residential zoning district. Main structure minimum setback requirements in the zone are found in WBMC 17.24.050:
 - a. Front: 30 feet.
 - b. Rear: 30 feet.
 - c. Side: 10 feet on one side, with a combined 24 feet total.
5. From the time of its creation until March 2021, the property was within the Historical Overlay District. This district included architectural design requirements. The district did not affect setback requirements.
6. The property was purchased by the Schillings in 2011, at which time it was vacant.
7. The Schillings filed a building permit application in April 2012 for a 3,023 square foot residence, with a 1,192 square foot garage. This application showed the residence as having a 30-foot front setback, 20-foot west side setback, 19-3 foot east side set back, and 55-5 foot rear setback. The permit was approved by the historical committee and the city building officials.
8. The actual placement of the home was modified so that the front setback would be met on the southeast corner of the structure due to the cul-de-sac shape. Based on current satellite images, it appears that the rear setback is approximately 40 feet from the current garage.
9. The Schillings filed a variance request with the city on August 30, 2024. They are seeking to construct an addition to the attached garage that would leave a 10-foot rear setback.

Analysis

The following sections provide staff analysis of how the facts as presented may or may not apply to the outlined criteria that must be met for a variance to be granted.

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

The applicants state that the shape of their lot combined with the setback requirements create an overwhelming hardship that keeps them from protecting and shielding their investments from harsh elements and weather-related damage.

However, the request does not provide detail on the “circumstances peculiar to the property, [and] not from conditions that are general to the neighborhood,” and there are no claims that circumstances are geological or natural conditions peculiar to the property. While the lot is not a perfect rectangle, its shape is very common within cul-de-sacs, and the city’s residential neighborhoods include around 50 cul-de-sacs. Moreover, the size of the lot allows for more

building space than many other lots in the R-1-10 zone.

Most importantly, there is no explanation of how any hardships are not self-imposed or economic in nature. The applicants had the choice when the home was constructed to design the structures in such a way to accommodate their current desire. It would certainly not be cost-effective, but the applicants still have the ability to re-design and re-construct structures on the property that would accommodate the size of garage they seek.

Staff analysis cannot confirm circumstances peculiar to the property that would justify a variance, and moreover, it appears that any hardship is self-imposed or economic in nature.

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

The applicants explain that they believe the lot to have an unusual shape that uniquely limits their ability utilize the land. They also relate that building officials required adjustments at the time of construction that affected how the main structure fits on the property.

The residential zones of the city have dozens of cul-de-sacs, and many if not most of them have lots with shapes very similar or more constricted than that of the applicants'.

Staff analysis cannot confirm that this property has special circumstances that do not generally apply to other properties in the R-1-10 zone.

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

The applicants state that constructing the desired addition is essential to the enjoyment of their property. Further, they suggest that others have been granted variances or received exceptions on setbacks, and the applicants should receive the same benefits.

To be a substantial property right enjoyed by others, the applicant would need to show that encroaching into the setback is a "right" that others have that they are being denied. To this end, they have supplied a list of examples they believe show that other properties have been offered this right.

Regarding their examples and the list, staff would note the following:

- Many of the examples on the list come down to either (1) an interpretation of how setbacks are to be measured in cul-de-sac properties, (2) discrepancies in measurements, or (3) potential oversights in review during construction.
- The applicants have not shown that the city willingly or knowingly has granted a rear setback exception similar to what they are requesting.
- To the contrary, the appeal authority has denied variance requests related to setbacks, including the Israelsen request in 2021, and the Jenkins request in 2013.
- If mistakes on interpretation or enforcement have occurred in the past, that does not

create a right.

Staff analysis cannot confirm that granting a variance as requested is essential to the enjoyment of a substantial property right enjoyed by other property in the same zone. Such a variance would likely have the opposite effect of *creating* a precedent where others would want the same consideration to encroach into rear setbacks.

If the appeal authority finds that the other four criteria have been met and the question of the variance hangs on the list of examples provided by the applicant, it may wish to instruct city staff to create a report evaluating the circumstances of each example.

4. **The variance will not substantially affect the general plan or be contrary to the public interest.**
The applicants state the public interest and intent of the general plan are better served by the proposed variance than by other alternatives that they could potentially construct under current law.

On this issue, the Office of the Property Right Ombudsman states “A variance is not an “escape clause” allowing an owner to disregard zoning regulations, but is rather a mechanism to adjust zoning requirements when necessary, so that all property owners may be treated with fairness. The health, safety, and welfare of the public, which is addressed by the local zoning ordinance, should be promoted and preserved.” (<https://propertyrights.utah.gov/find-the-law/legal-topics/variances/>)

The current setback requirements are an implementation mechanism of the General Plan. If a policy change in that regard is justified, the applicant could work towards changing the land use regulations, rather than seeking an exception.

Staff analysis cannot confirm that the requested variance will not substantially affect the general plan or be contrary to the public interest.

5. **The spirit of the land use ordinance is observed and substantial justice done.**
The applicant reviews their claims that their property has unique challenges and that they should be afforded the same rights as the setback examples they provide.

Staff addressed these points in reviewing the other elements.

Conclusion

Staff cannot recommend this variance request. Most of the arguments made would apply better in a policy discussion on what setback requirements should exist.

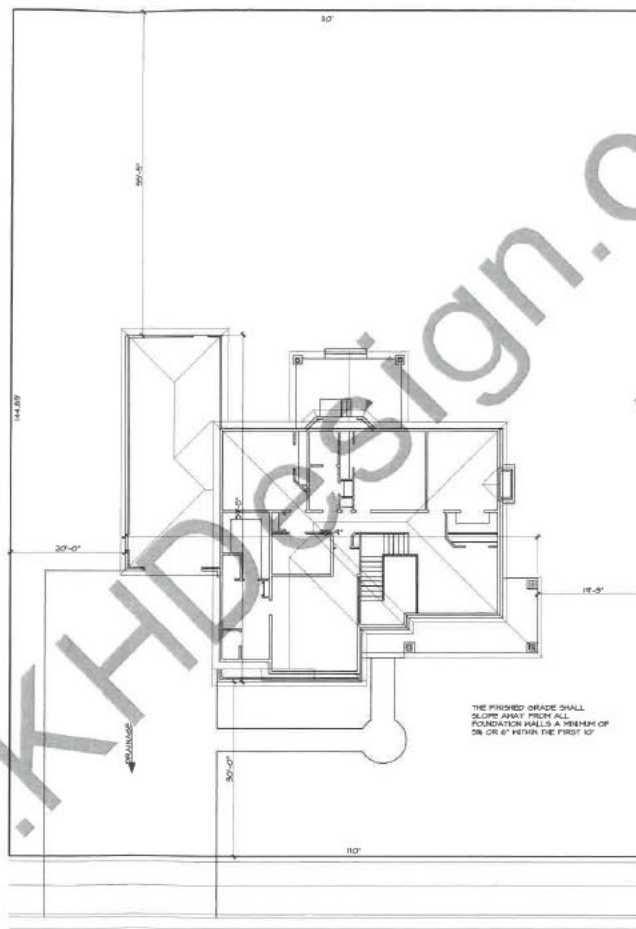
It is up to the appeal authority to evaluate the request and evidence presented. If the appeal authority intends to grant the variance, it should consider imposing conditions to mitigate the potential harmful effects of reduced setbacks. Examples of such conditions would be to grant a smaller incursion into the setback area, height restrictions, and/or require landscaping to buffer the proximity of the structure to

the property line.

With past variances, the appeal authority has deliberated with legal counsel and then instructed that counsel draft a decision.

WEST BOUNTIFUL CITY BUILDING PERMIT APPLICATION				Receipt No.	Date Issued	Permit No. 325-2012
BECOMES PERMIT WHEN SIGNED				Square Ft. of Building 3023		
*Date of Application 4/19/12		Date Work Starts ASAP		☐ Rough Basement 3		☐ Finish Basement 3
*Proposed Use of Structure Home		Garage sq. ft. 1192		Carport sq. ft. 3		R. Value
*Bldg Address 850W. Heritage Pointe circle		Building Type		Occ. Group R-1		Walls
*Address Cert No.		Assessors Parcel No.		Type of Construction: ☐ Brick ☐ Block		Roof
*Lot No. 31		*Subdivision Name/Number Heritage Pointe		☐ Frame ☐ Brick Var.		☐ Concrete ☐ Steel
*Property Location		If metes and bounds see instructions		Max Occ. Load		Fire Sprinkler: yes/no
*Total Property Area in Acres SF 0.36		Total Bldg Site Area Used		BUILDING FEE SCHEDULE		
*Owner of Property Dustin Schilling				Building Fees		
*Mailing Address				Plan Check Fees		
*Business Name Address				Subtotal		
Business License No.				Storm Drain Impact Fee		
*Architect or Engineer Kenneth Reed				Water Impact Fee		
*General Contractor Linge Construction				Water Connection Fee		
*Business Address - City - Zip 12713 Timpview Dr River - 801234272-5501 R-100				Park Impact Fee		
*Electrical Contractor Proelectric LLC				Police Impact Fee		
*Business Address - City - Zip 1108 W. 150S. Layton 6804699-5501				Street Impact fee		
*Plumbing Contractor Robert W. Speirs Plumbing Inc				Water Use Fee		
*Business Address - City - Zip 412 N. Market Street DR 2382388-5501				State Fee		
*Mechanical Contractor Robert Love Heating & Air				Public Safety Fee		
*Business Address - City - Zip 2046 N. Fourth Lane Layton 2520291-5501				Bond Amount		
*Previous Usage of Land or Structure (Past 3 yrs.) VALENT				Less Refundable Deposit		
*Dwell. Units Now on Lot 0				Total		
*Assessory Bldgs. Now on Lot 0				Comments:		
*Type of Improvement/Kind of Construction				This application does not become a permit until signed below		
☐ Sign ☒ Build ☐ Remodel ☐ Addition ☐ Move ☐ Repair ☐ Covert Use ☐ Demolish				Plan Chk OK by:		
*No. of offstreet parking spaces:				Signature of Approval		Date
Covered		Uncovered		This Permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not, including City SWPPP compliance. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.		
SUB-CHECK		Zone: R-1-10				
☐ Disapproved ☒ Approved 4-19-12 Date		Zone Approved By: BSW				
Minimum Setbacks in Feet Front: 30' Side: 10' Side: 14' Rear: 30'		Plot Plan 				
*Indicate Street If Corner Lot				Signature of Contractor or Authorized Agent _____ Date _____ Signature of Owner (if Owner) _____ Date _____ Census Tract. _____ Traffic Zone _____		

Original Stamped
Plans Returned to
owner



Heritage Pointe Cir. (725 N)

Lot Plan
850 W. Heritage Pointe Cir. (725 N)
Lot 31 Heritage Pointe
West Bountiful City, UT

CITY COPY



SHEET No.

AO

DRAWING
Lot Plan

www.zHousePlans.com
www.KHDesign.com
 995 S. STATE ST. #1A
 CLEARFIELD, UT 84015
 PH. 801-774-5913

DATE: Mar. '12
DRAWN BY: Ken Reed



MEMORANDUM

TO: Mayor & Council

DATE: September 13, 2024

FROM: City Engineer

RE: **South Davis Sewer District, Request for Exemption of Storm Water Drainage Impact Fee**

This memo introduces and reviews the request for a waiver of the storm water drainage impact fee by the South Davis Sewer District (the district) for their North Plant located on the west side of Shoreland Drive at 1200 N.

Background

Impact Fees are a very specific fee designed to have new development pay for their impact to the larger capital facilities systems throughout the city (for example, water tanks, wider roads, larger storm drains). West Bountiful Municipal Code 3.22 governs the implementation of impact fees.

WBMC 3.22.040(2),(3) and 3.22.060(B) cover circumstances where the fee may be adjusted or waived based on special circumstances

South Davis Sewer District Request

The district is currently updating their north treatment facility and administrative building. As such, it will be charged a proportional impact fee for culinary water, roads, and storm water. It submitted the attached request for a waiver of storm water impact fees.

City Engineer Analysis

1. No surface or underground drainage from the site flows into any part of the city storm drain system.
2. The entire site drains into the incoming stream of effluent in the headworks building. All storm drain runoff produced by the site is processed and treated along with the effluent coming into the site.
3. The entire perimeter of the site is higher in grade than the interior of the site and is designed to contain all storm water drainage produced by the site (also effluent if needed). There is a large berm on the North, West and South sides of the site that is higher in grade than the interior of the site. Shoreland Drive on the east side of the site is higher in grade and also contains the site drainage.

4. The site contains two pump systems that can pump surface drainage from the site into the headworks if needed.
5. SDSD is regulated by the Division of Water Quality and maintains its own storm water permit with the state.

Recommendation

Based (a) on the city engineer's findings and (b) on the community benefit of the district as a government entity, staff recommend that the city waive the storm water impact fees.

Potential Motion: I make the motion that the city council waive the storm water impact fees for the South Davis Sewer District for its North Plant Project, based on the findings in the city engineer's analysis and the community benefit provided by the district.



South Davis Sewer District

Mailing Address:

PO Box 140111 • Salt Lake City, Utah 84114-0111

Phone (801) 295-3469 • Fax (801) 295-3486

Office Location:

1800 West 1200 North • West Bountiful, Utah 84087

September 11, 2024

Dear Kris Nilsen,

I am writing to formally request a waiver of the Storm Drain Impact Fees for our North Plant Project. As previously discussed, the District is permitted through the Utah Division of Water Quality and maintains its own stormwater permit with the State. Furthermore, all of the District's property where improvements are planned drains back to the influent of the wastewater treatment plant and is included in our discharge permit with UDWQ. A figure illustrating the SDSA drainage facilities is attached for your reference.

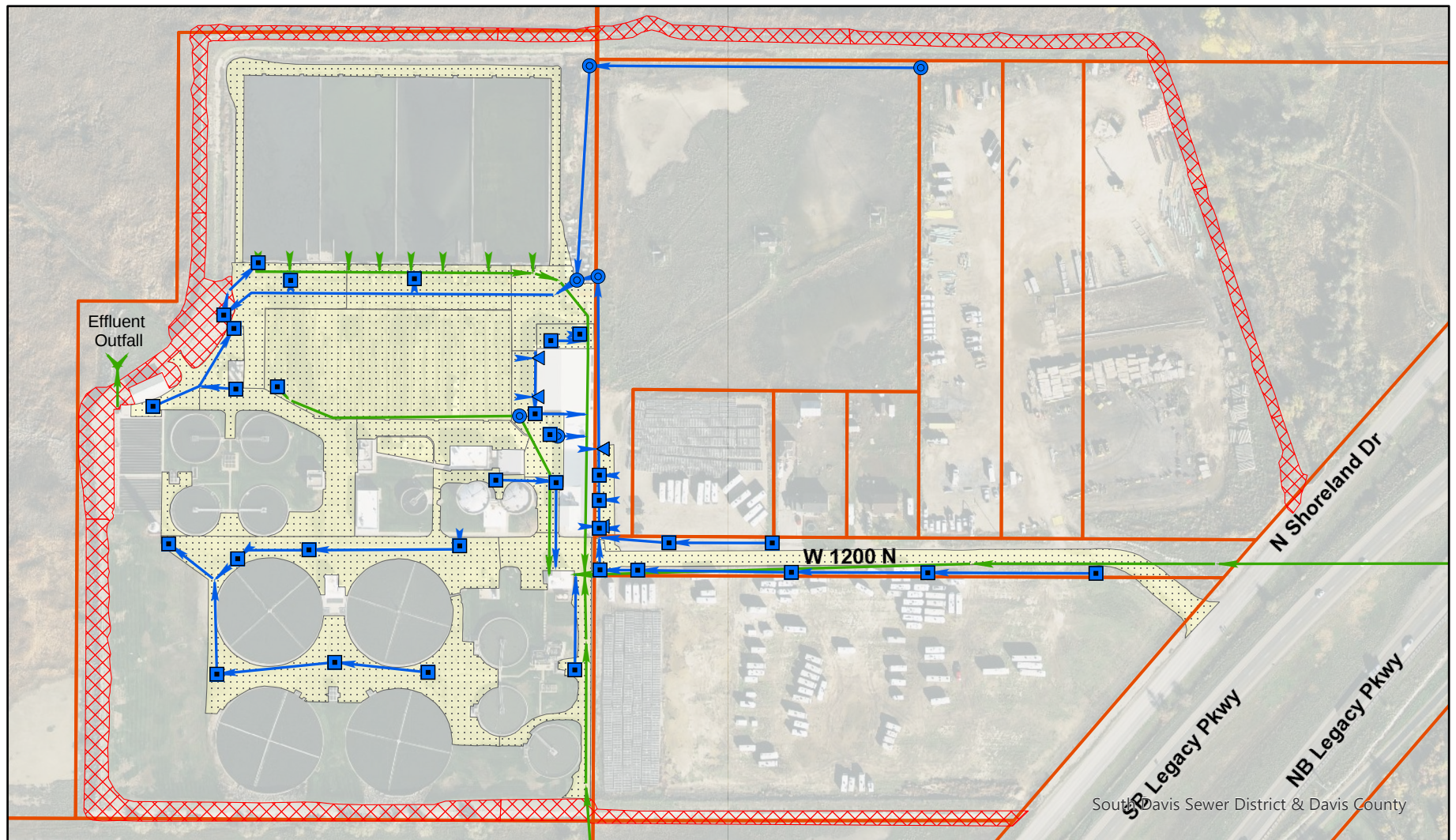
Given these circumstances, we believe it is reasonable to request that West Bountiful consider waiving the Storm Drain Impact Fees associated with this project.

We greatly appreciate your continued partnership and collaboration on this project.

Respectfully,

Matthew Myers, PE

General Manager



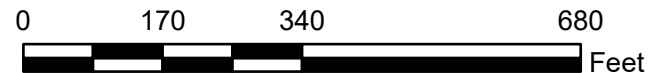
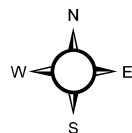
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SOUTH DAVIS SEWER DISTRICT

North Plant Storm Drains

Legend

- | | |
|-----------------------|---------------|
| ■ CATCH BASIN | → STORM DRAIN |
| ● MH | ▨ LEVEE |
| ▶ ROOF LEADER | ▭ PARCEL |
| → SANITARY SEWER PIPE | ░ PAVED AREAS |



MEMORANDUM



TO: City Council

DATE: September 13, 2024

FROM: Duane Huffman, City Administrator

RE: **Centerville Flex Project**

This memo introduces the Centerville Flex Condominium plat for approval (please note that this is a light-industrial project, and condominium does not refer to any housing).

Background

In 2023, the city entered into an interlocal agreement with Centerville City for the land use approval process of the Centerville Flex Project which crosses city boundaries (see attached agreement). Per the agreement, Centerville City conducted the review process and granted approval according to applicable standards for the entire project.

Plat Recording

Despite the interlocal agreement, the Davis County Recorders Officer is requiring signatures from West Bountiful City on the final plat. Legal counsel has advised that regular planning commission and city council votes are the best way to authorize these signatures.

The planning commission reviewed the agreement and plat, and recommended approval at their meeting held on September 10, 2024.

Recently, Centerville City and West Bountiful City became aware of an environmental covenant on the property, and both cities want to ensure that the covenant does not negatively affect cities' waterline easements, and Centerville is taking the lead of drafting an additional plat note to this affect.

Recommended Motion

"Motion to approve the Centerville Flex Condominium Plat per the 2023 Interlocal Agreement (Centerville Flex Project) between West Bountiful City and Centerville City, conditioned on final legal review and the addition of a plat note regarding the environmental covenant.

Attached:

1. 2023 Interlocal Agreement
2. Proposed Plat (as initially approved by Centerville City)

INTERLOCAL COOPERATION AGREEMENT
[Centerville Flex Project]

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”), dated Sept. 5, 2023 (“**Effective Date**”), is between Centerville City, a Utah municipal corporation (“**Centerville**”), and West Bountiful City, a Utah municipal corporation (“**West Bountiful**”) (individually, a “**City**” and collectively, the “**Cities**”), with reference to the following:

A. Stokes Stevenson Centerville Flex, LLC (“**Developer**”) owns and intends to develop an office warehousing project consisting of multiple buildings and related improvements on property that is partially located within Centerville at approximately 1250 West (Child Lane) 200 South, Centerville, Utah 84014 and partially located within West Bountiful at approximately 640 West 2300 North, West Bountiful, Utah 84087 (“**Flex Project**”), as more particularly described in attached **Exhibit A**.

B. The Utah Interlocal Cooperation Act, as more particularly set forth in Utah Code Ann. §§ 11-13-101, *et seq.*, as amended (“**Interlocal Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and, thereby, to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

C. In accordance with the terms and conditions of the Interlocal Cooperation Act, Centerville and West Bountiful have determined that it is necessary, desirable, and in the best interest of the public they serve, to enter into this Agreement for coordination of the multi-jurisdictional review, development, and operation of the Flex Project, including responsibilities for review and permitting; the allocation of taxes, fees, and revenues; and providing municipal services.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows.

1. **Incorporation of Recitals.** The above Recitals are incorporated into and made a part of this Agreement.

2. **Initial Development Approval Process.** West Bountiful agrees to allow Centerville to review and approve all aspects of the initial permitting and development of the Flex Project as if the entire project was located in Centerville. Such review and approval of the Flex Project shall be based on compliance with applicable Centerville ordinances, rules, and regulations. All drawings and plans for public improvements within the Flex Project shall comply with the Centerville Standards and Specifications. Centerville has full authority to review and issue permits, licenses, and all other approvals for the initial development of the Flex Project, including those portions of the Flex Project located in West Bountiful, and all such approvals and entitlements issued by Centerville for portions of the Flex Project within West Bountiful will be binding and effective upon West Bountiful. For purposes of this Agreement, “initial development” of the Flex Project shall include the development and construction of all on-site and off-site

improvements associated with the project as set forth in the final subdivision and final site plan for the Flex Project as approved by Centerville City, including, but not limited to, the construction and installation of all public improvements, utility infrastructure and facilities, buildings, parking improvements, landscaping, etc. Any amendments to the subdivision or site plans approved for initial development shall be considered future development subject to Section 3, unless otherwise agreed to by the Parties.

3. **Future Development Permitting, Licensing, and Enforcement.** Following completion of the initial construction and development of the Flex Project, the Cities will allocate the authority and responsibility for any future development permitting, licensing, and enforcement within the Flex Project as follows:

(a) Centerville will be responsible for Proposed Buildings 1 and 3 and the associated real property, as depicted in **Exhibit B** (collectively, the “**Centerville Buildings**”); and

(b) West Bountiful will be responsible for Proposed Building 2 and the associated real property, as depicted in **Exhibit B** (collectively, the “**West Bountiful Building**”).

(c) Staff from Centerville and West Bountiful are hereby directed to jointly prepare **Exhibit B** designating an artificial boundary line dividing the Flex Project property between Proposed Buildings 1 and 3 (Centerville Buildings) and Proposed Building 2 (West Bountiful Building) as the agreed upon property allocation between the Cities. Such artificial boundary line and property allocation shall be roughly proportionate to the existing real property percentage allocations and should take into consideration sufficient parking, landscaping, drive aisles, and other development improvements necessary for each building and/or portion of the Flex Project to function on its own.

4. **Permitted Uses.** Uses within the Flex Project shall be limited to permitted and conditional uses within the Centerville Industrial Very-High (I-VH) zone as set forth in the Centerville Zoning Code.

5. **Land Use Review.** As provided in Section 2, land use review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville land use ordinances, rules, and regulations. As the party responsible for land use review and approval, Centerville is entitled to retain all the fees associated with such land use review and approval process. Centerville will be entitled to retain any fines or fees associated with land use enforcement relative to the Centerville Buildings, and West Bountiful will be entitled to retain any fines or fees associated with land use enforcement relative to the West Bountiful Building.

6. **Building Permit Review.** Building permit review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville building codes, ordinances, rules, and regulations. As the party responsible for building permit review and approval, Centerville is entitled to retain all the fees associated with such building permit review and approval process. Centerville will be entitled to retain any fines or fees associated with building permit enforcement relative to the Centerville

Buildings, and West Bountiful will be entitled to retain any fines or fees associated with building permit enforcement relative to the West Bountiful Building.

7. **Business Licensing Review.** Business licensing review, approval, and enforcement for all businesses and uses within the Flex Project will be conducted by each City in accordance with its applicable business license codes, ordinances, rules, and regulations, according to the allocation of responsibility in Section 3. Each City is entitled to retain all fees and fines associated with its business licensing review, approval, and enforcement in accordance with this Agreement.

8. **Utility Services.** Utility services for the Flex Project will be provided by the service provider and otherwise in a manner set forth in attached **Exhibit C**. To the extent one of the Cities is responsible for providing utility services to the Flex Project, that City is entitled to the utility fees and assessments associated with those services and any fines or fees associated with enforcement. For utility services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

9. **Other Services.** Other services for the Flex Project will be provided by the service provider and otherwise in the manner set forth in attached **Exhibit D**. To the extent one of the Cities is responsible for providing those services to the Flex Project, that City is entitled to the fees and assessments associated with those services and any fines or fees associated with enforcement. For services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

10. **Impact Fees.** Centerville shall impose and obtain impact fees from the developer of the Flex Project for the entire project area in accordance with applicable Centerville impact fee ordinances and regulations. Centerville impact fees include storm drain impact fees and culinary water development impact fees. Centerville shall have the right to retain and use such impact fees collected from the developer in accordance with State law. West Bountiful shall impose and obtain street impact fees from the developer of the Flex Project for the portion of the project in West Bountiful in accordance with applicable West Bountiful impact fee ordinances and regulations. West Bountiful shall have the right to retain and use such impact fees collected from the developer in accordance with State law. The Flex Project shall also be subject to Fire/EMS impact fee as assessed by the South Davis Fire Agency.

11. **Taxes, Fees, and Revenue Sharing.** Unless otherwise allocated to one City in paragraphs 5 to 10 above, or otherwise provided herein, all taxes, fees, assessments, and any other municipal revenue for the Flex Project (“**Municipal Revenue**”) will be paid to each City based on the allocation set forth in attached **Exhibit E**. The Municipal Revenue will be subject to any amounts owing under County and State law.

12. **Term.** This Agreement will become effective when the Cities have executed an original of this Agreement as required by law and will continue in effect for a period of 20 years, unless terminated earlier by mutual consent of the Cities. After the initial 20-year term, this Agreement shall automatically renew for additional five year terms, up to the statutory maximum of a term not to exceed 50 years. Pursuant to Utah Code Ann. §11-13-209, this Agreement does not take effect until it is filed with the keeper of records of each of the Cities.

13. **Boundary Adjustment.** The Cities may consider and pursue a municipal boundary line adjustment in the future to better address and/or eliminate the need for multi-jurisdictional authority regarding the Flex Project. Any such boundary line adjustment shall be pursued in accordance with applicable State law.

14. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Cities with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations, or agreements pertaining to the subject matter hereof which are not set forth herein. The exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Cities and their respective officers, employees, representatives, agents, successors, and assigns.

16. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Utah.

17. **Notice.** All notices required or desired to be given pursuant to this Agreement must be in writing and will be deemed to have been provided on the date of personal service upon the City for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Cities at the following addresses. Either City may change its address for notice under this Agreement by giving written notice to the other City in accordance with the provisions of this paragraph.

For Centerville:

Centerville City
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

For West Bountiful:

West Bountiful City
Attention: City Manager
550 North 800 West
West Bountiful, Utah 84087

18. **Governmental Immunity.** The Cities recognize and acknowledge that each City is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code Ann. §§ 63G-7-101, *et seq.*, as amended, and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Act. Each City is responsible and will defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

19. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement. There will be no real or personal property acquired jointly by the Cities as a result of this Agreement.

20. **Joint Board.** To the extent this Agreement requires administration, it will be administered by the City Managers of the Cities acting as a joint board for that purpose.

21. **Third Parties.** This Agreement is not intended to benefit any person or entity not named as a party to this Agreement.

22. **Headings.** Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

23. **Force Majeure.** Neither City will be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the City obligated to perform hereunder. Each City will make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

24. **Amendment.** This Agreement may not be changed, modified, or supplemented except in writing signed by the Cities.

25. **Counterparts.** This Agreement may be executed in counterparts and delivered by electronic transmission.

26. **Approval.** This Agreement will be submitted to the authorized attorney for each City for review and approval as to form in accordance with applicable provisions of Utah Code Ann. § 11-13-202.5, as amended. This Agreement will be authorized and approved by resolution or ordinance of the legislative body of each City in accordance with Utah Code Ann. § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each City in accordance with Utah Code Ann. § 11-13-209, as amended.

27. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision will be deemed to be effective, operative, and entered into in the manner and to the full extent permitted by applicable law.

28. **Enforcement.** Centerville shall be responsible for enforcement of applicable Centerville land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the Centerville Buildings. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of Centerville. West Bountiful shall be responsible for enforcement of applicable West Bountiful land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the West Bountiful Building. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of West Bountiful.

[Signature page follows.]

THE CITIES have executed this Agreement individually or by and through their respective, duly authorized representatives as of the Effective Date.

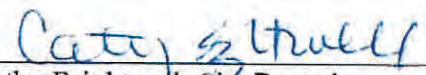
WEST BOUNTIFUL:

WEST BOUNTIFUL CITY

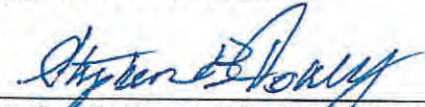
By:


Mayor Kenneth Romney

ATTEST:


Cathy Brightwell, City Recorder

Approved as to Form:

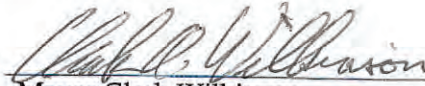

Stephen B. Doxey, West Bountiful City Attorney



CENTERVILLE:

CENTERVILLE CITY

By:


Mayor Clark Wilkinson

ATTEST:


Jennifer Robison, City Recorder

Approved as to Form:


Lisa G. Romney, Centerville City Attorney



**EXHIBIT A
TO
INTERLOCAL COOPERATION AGREEMENT**

Flex Project Description and Depiction

PARCEL 1

BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET; THENCE NORTH 0°03'48" EAST 221.33 FEET; THENCE SOUTH 89°56'12" EAST 50.00 FEET; THENCE NORTH 0°03'48" EAST 174.70 FEET; THENCE NORTH 89°56'12" WEST 50.00 FEET; THENCE NORTH 0°03'48" EAST 297.50 FEET; THENCE SOUTH 89°56'12" EAST 326.64 FEET; THENCE SOUTH 0°03'48" WEST 419.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2

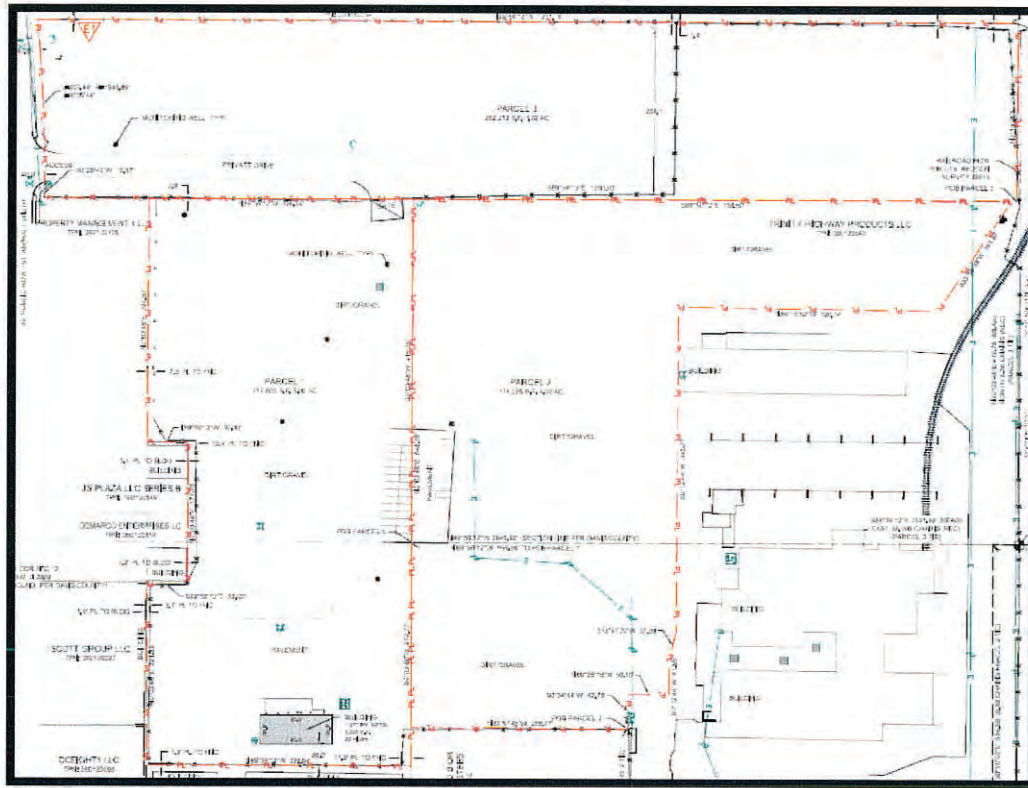
A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 143.14 feet West and 8.48 chains South and 453.68 feet North 88°54'30" West along the Northerly right-of-way line of Porter Lane and 324.36 feet North 00°34'44" East along a fence line from the Northeast corner of said Section 13, and running thence: North 89°51'46" West 266.77 feet; thence North 00°03'48" East 646.76 feet; thence South 89°56'12" East 738.50 feet; thence South 33°58'38" West 161.97 feet; thence North 89°16'52" West 320.74 feet; thence South 00°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 00°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 00°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

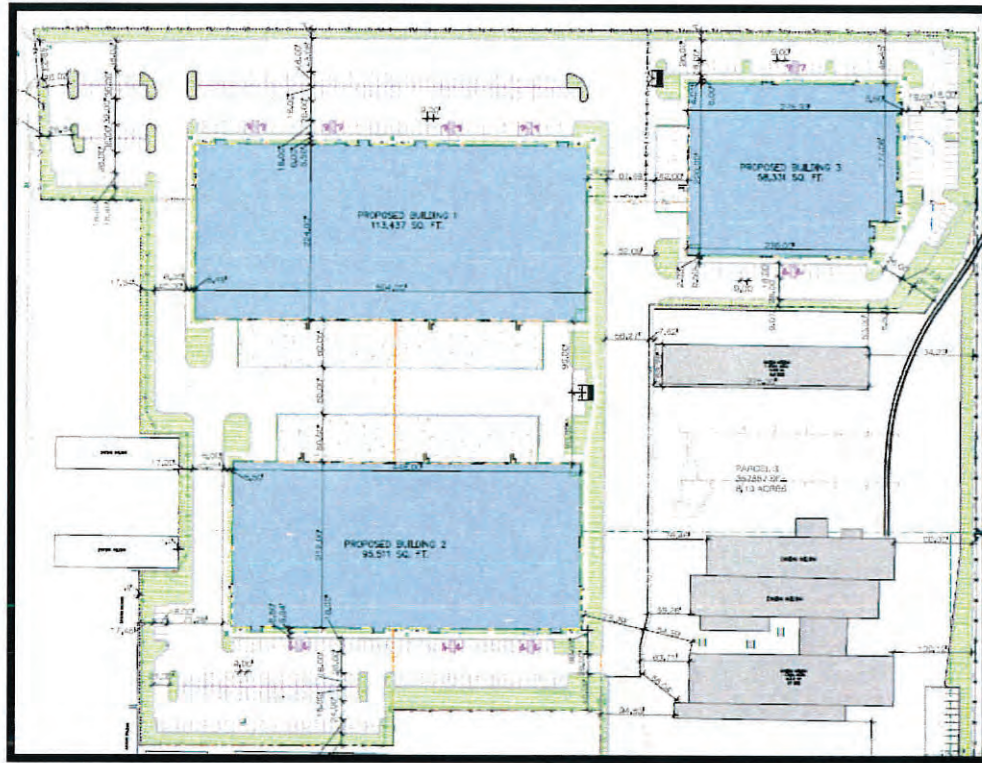
PARCEL 3

Beginning at a point South 89°56'12" East 2531.92 East along the section line (East 38.060 chains record) and North 00°03'48" East 419.76 feet (North 6.36 chains record) from the South Quarter Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (South line of the Southeast Quarter being South 89°56'12" East 2646.96 feet); and running thence North 00°13'08" East 217.78 feet (North 217.78 record); thence North 89°56'12" West 1211.16 feet (West 1205 feet record) to the East line of a Frontage Road and a point on a 1949.86 foot radius non tangent curve to the right, (radius bears South 84°19'56" West, Chord: South 02°37'12" East 207.34 feet); thence along said Frontage Road the following (2) courses: along the arc of said curve 207.44 feet through a central angle of 06°05'44", and South 00°25'40" West 10.67 feet; thence leaving said Frontage Road South 89°56'12" East 1200.93 feet (East 1199.74 feet record) to the point of beginning. Property contains 6.020 acres.

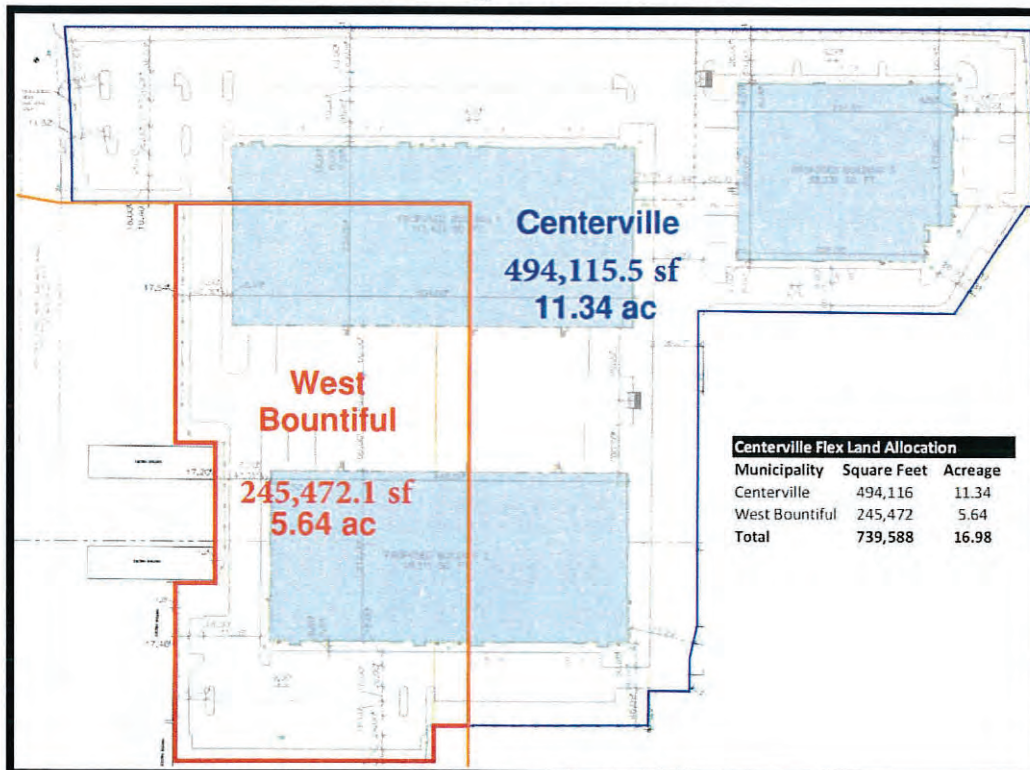
Current Survey



Proposed Site Plan



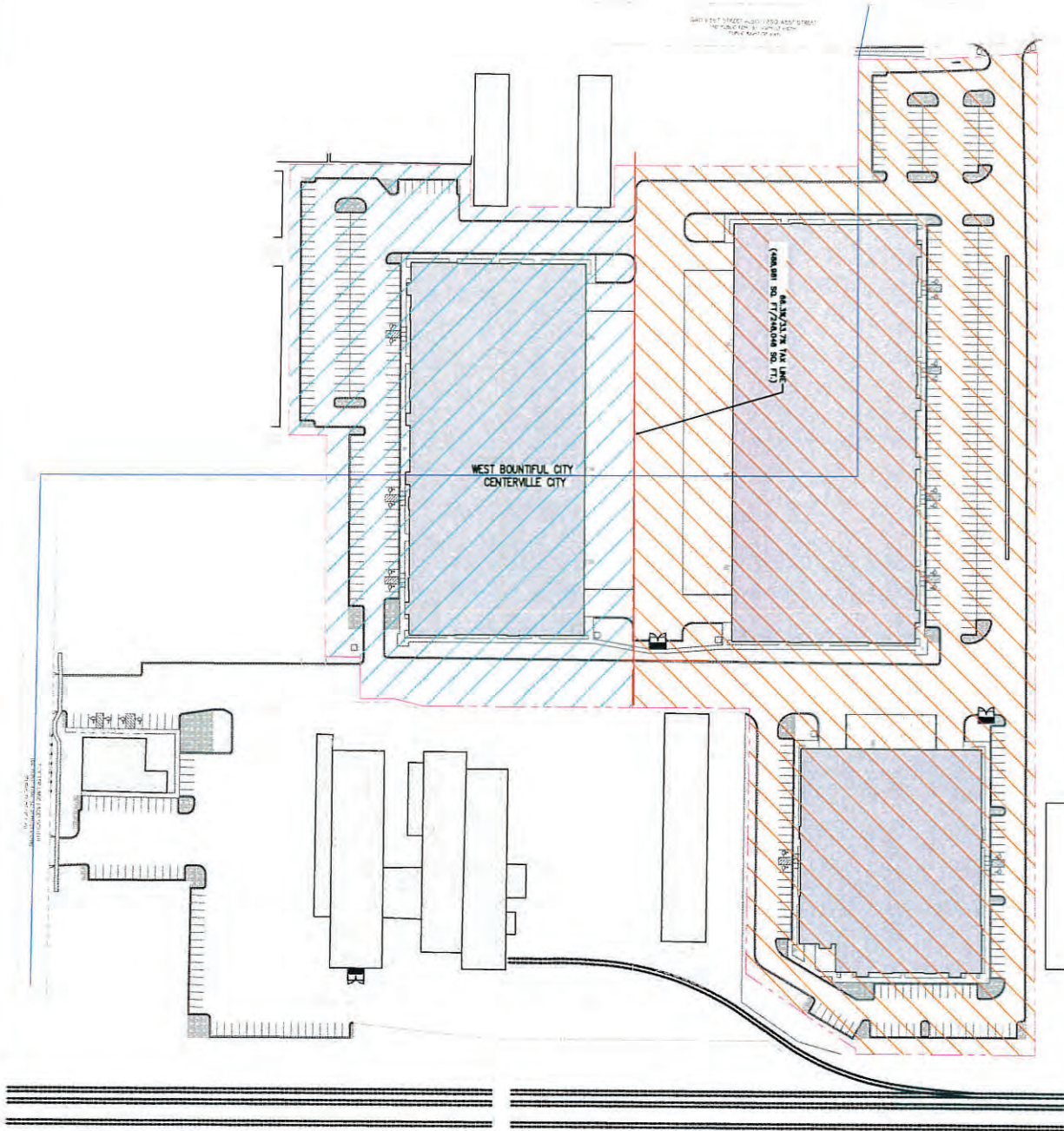
Existing Land Allocation



**EXHIBIT B
TO
INTERLOCAL COOPERATION AGREEMENT**

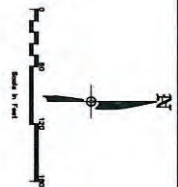
Property Allocation

Property Allocation



SHEET LEGEND

	CURRENT CITY BOUNDARY LINE
	AREA NORTH OF TAX LINE (TOTAL AREA: 77,027 SQ. FT. / 1.76 ACRES)
	AREA SOUTH OF TAX LINE (TOTAL AREA: 77,027 SQ. FT. / 1.76 ACRES)
	AREA SOUTH OF TAX LINE (TOTAL AREA: 77,027 SQ. FT. / 1.76 ACRES)



SHEET NO.
PROJECT NO.
DATE
SCALE
1"=40'

EXHCB

CENTERVILLE FLEX
1250 WEST 400 SOUTH, CENTERVILLE, UT 84014
EXHIBIT-CITY BOUNDARIES

CIR CIVIL ENGINEERING + SURVEYING
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095
801-848-5335

NO.	REVISIONS	BY	DATE

**EXHIBIT C
TO
INTERLOCAL COOPERATION AGREEMENT**

Utility Services Distribution

Service	Responsible Party
Culinary Water	Centerville City
Irrigation Water	Weber Basin Water Conservancy
Storm Drain	Centerville City
Sewer	South Davis Sewer
Gas	Dominion Energy
Electric	Rocky Mountain Power

**EXHIBIT D
TO
INTERLOCAL COOPERATION AGREEMENT**

Other Services Distribution

Service	Responsible Party
Addressing	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Police	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Fire & Emergency	South Davis Metro Fire

**EXHIBIT E
TO
INTERLOCAL COOPERATION AGREEMENT**

Future Taxes, Fees, and Service Revenue Sharing

Property Taxes

Property taxes shall be allocated to each City based on the amount of real property and building square footage of the Flex Project located within the Centerville Buildings and the West Bountiful Building. Such calculations and allocation shall be determined by the Davis County Assessor's Office.

Sales Taxes

Sales taxes generated by the Centerville Buildings in the Flex Project shall be allocated to Centerville. Sales taxes generated by the West Bountiful Building in the Flex Project shall be allocated to West Bountiful.

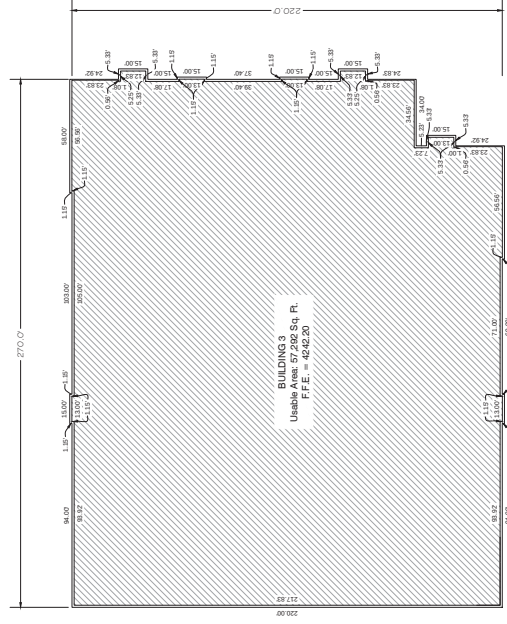
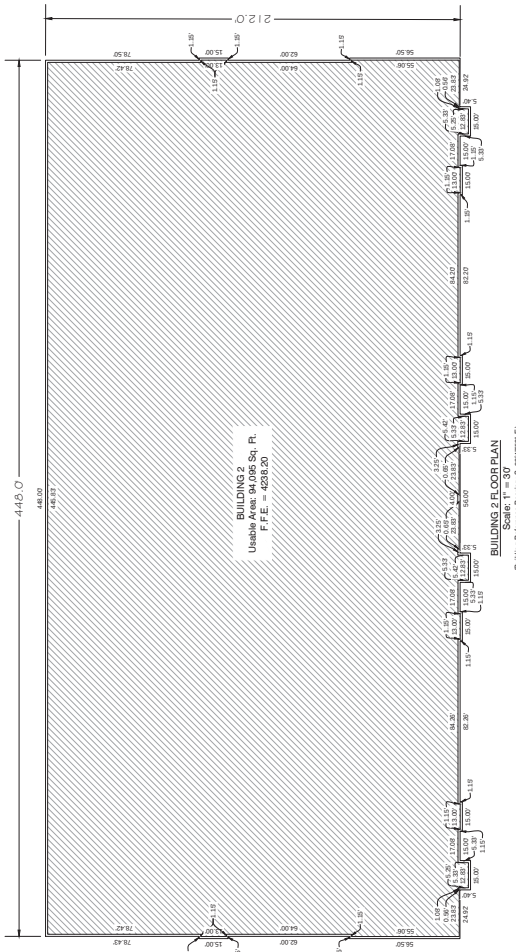
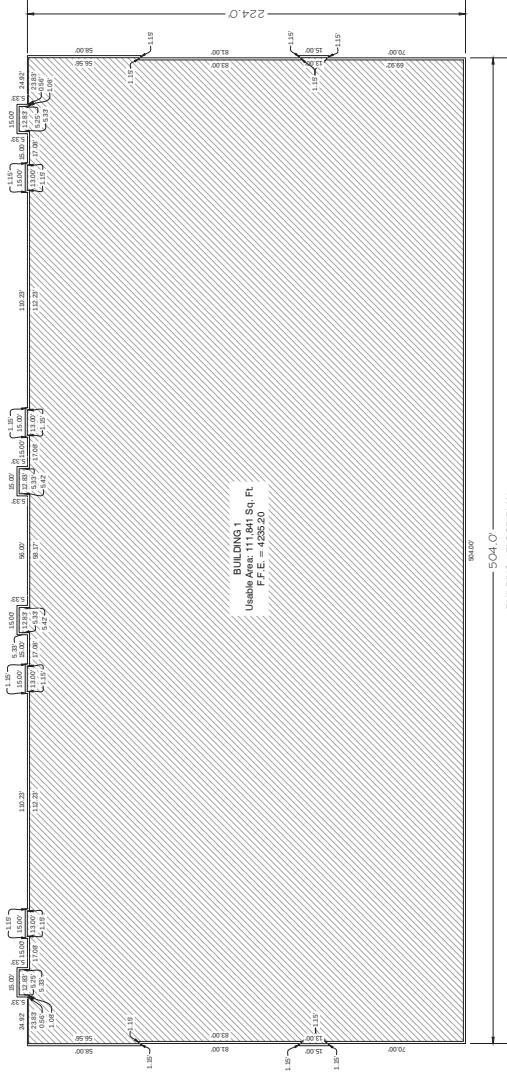
Enforcement Costs

Centerville shall be entitled to collect and retain its enforcement costs associated with the Centerville Buildings. West Bountiful shall be entitled to collect and retain its enforcement costs associated with the West Bountiful Building.

Additional Municipal Revenue

Any additional Municipal Revenue associated with the Centerville Buildings shall be allocated to Centerville, and any additional Municipal Revenue associated with the West Bountiful Building shall be allocated to West Bountiful.

CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH



Legend of Symbols
& Abbreviations

- Boundary Line
- Adjacent Parcel Line
- Section Line
- Easement
- Existing Railroad Tracks
- Private Ownership
- Common Area and Open Space Easement
- Set back and easement CR



SHEET 2	5	PLANNING COMMISSION Recommended for acceptance this ____ day of _____, 20____ by the West Bountiful City Planning Commission
		Chairman, Planning Commission _____
CITY ATTORNEY Recommended for acceptance as to this form this ____ day of _____, 20____		
CITY COUNCIL APPROVAL Presented to the West Bountiful City Council this ____ day of _____, 20____ at which time this subdivision was approved and accepted		
City Attorney _____		
City Engineer _____		
City Recorder _____		
Mayor _____		

CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

GIR CIVIL ENGINEERING & SURVEYS
30735 South Redwood Lane, Suite 302, South Jordan, Utah 84095
Phone: 435-933-7641

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

[illegible][illegible][illegible]

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

Architectural section drawing of a building facade. The drawing shows a long, narrow structure with multiple levels and openings. Key features include:

- TO WALL 4274.30**: Indicated at the top left.
- TO WINDOW 4274.30**: Indicated at the top left.
- B.G. WORKING**: Indicated in the upper middle section.
- TO MASSACH. 4274.30**: Indicated at the top right.
- MAIN FLOOR 4280.30**: Indicated at the bottom right.
- 4280.30**: Indicated at the bottom right.
- METAL CAP W/ VALER**: Indicated on the left side.
- TRIP UP CONCRETE WALL**: Indicated on the right side.
- FUTURE KNOCK-OUT**: Indicated on the right side.

TO WALL
4275.20

ALUM STOREFRONT

ALUM STOREFRONT

ALUM STOREFRONT

ALUM STOREFRONT

MAIN FLOOR LEVEL

BACK AND WATCH CONC RETE NO PAINT FINISH TYP

ALUM STOREFRONT

TELL UP CONCRETE WALL SYSTEM PAINTED TYP

METAL CAP WALKER

4/5
SHEET

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

[illegible]

METAL GAWN VALLEY
 TILT UP CONCRETE WALL SYSTEM PAINTED TYP.
 ALUM.
 SACK AND PATCH CONCRETE
 NO PAINT FINISH TYP.
 MAIN FLOOR
 T.O. STONEFRONT
 T.O. SIDING
 T.O. WALL
 T.O. ROOF

[illegible]

Architectural section drawing of a building facade. The drawing shows a cross-section of the building with various levels and structural elements. Key features include:

- TO WALL** (Top of Wall) at 4678.20
- T.O. FINISH** (Top of Finish) at 4677.50
- T.O. WINDOW** (Top of Window) at 4677.50
- T.O. WINDOW** (Top of Window) at 4677.50
- B.O. WINDOW** (Bottom of Window) at 4660.00
- T.O. WINDOW** (Top of Window) at 4660.00
- T.O. MAIN DOOR** (Top of Main Door) at 4660.00
- MAIN FLOOR LEVEL** (Main Floor Level) at 4642.20
- T.O. CONCRETE WALL** (Top of Concrete Wall) at 4642.20
- TOUR INDOOR-OUT PANEL** (Tour Indoor-Out Panel)
- METAL CAP W/ VALER** (Metal Cap with Valer)

**CIVIL ENGINEERING
+ SURVEYING**

CIR

PREPARED BY:

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 3, 2024**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen, Mark Preece

STAFF Duane Huffman (City Administrator), Steve Doxey (City Attorney), Lance Wilkinson (Assistant Chief of Police), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), and Remington Whiting (City Recorder)

PUBLIC: Alan Malan, Mark Peterson, Dawn Peterson, Richmond Thornley, Breanne Martin, Dusty Siddoway, Dan Anjewierden, Stef Anjewierden, Courtney Flint, Kaitlin Sowards, Jonathan Sowards, Tim Adams, Kaysen Walker, Tim Munden, Tonya Munden, Simon Mortensen. Holli Youngberg, Warren Youngberg, Lindsay Adams

EXCUSED:

Mayor Romney called the meeting to order at 7:30 pm. James Ahlstrom gave an Invocation, and the Pledge of Allegiance was led by Kelly Enquist

1. Approve Agenda

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

2. Public Comment

Mark and Dawn Peterson – 331 N 750 W – Expressed their concern over the safety issues at the 400 N and 800 W crosswalk. The mayor and council assured the public that they were working to address safety in the area.

3. Public Hearing – Proposal to Vacate Portion of Public Utility and Drainage Easement at 1502 N 900 W.

Kris explained that Tim and Tonya Munden applied to reduce a portion of the public utility easement and drainage easement along the rear (Eastern) property line at 1502 North 900 West in order to build a detached garage.

MOTION: *Jenn Nielsen made a motion to open the Public Hearing on Proposed Easement Vacation at 1502 N 900 W. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

No Comment

MOTION: *Kelly Enquist made a motion to close the Public Hearing on Proposed Easement Vacation at 1502 N 900 W. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

4. Ordinance #493-24 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Eastern Property Line at 1502 North 900 West.

MOTION: *Jenn Nielsen made a motion to adopt Ordinance #493-24 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Eastern Property Line at 1502 North 900 West. James Ahlstrom seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen – Aye
Mark Preece – Aye	

5. Consider Request to Defer Installation of Public Improvements for Anjewierden Property at 1201 West 1200 North.

Kris presented the deferral request from Dan and Stefanie Anjewierden. They submitted a building permit application to construct a new addition to the south side (rear) of the existing home. He explained that the total footprint of the new addition would include an 88.81% increase in footprint area. City staff made the determination that WMBC 15.08.50 is applicable in this instance, and specifically WMBC 15.08.050.A.2, which requires public improvements when the area of the new addition home/footprint is greater than 50% of the existing structure. The council discussed the location of the home and concluded that no other homes along 1200 N had public improvements either.

MOTION: *James Ahlstrom made a motion to authorize the mayor to execute the Request to Defer Installation of Public Improvements for Anjewierden Property at 1201 West 1200 North. Dell Butterfield seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen – Aye
Mark Preece – Aye	

93
94
95
96 **6. Presentation on 2024 Wellbeing Survey by Professor Courtney Flint, Utah State**
97 **University.**
98

99 Professor Flint introduced herself and presented the results of the survey. The conclusion was
100 that the wellbeing of West Bountiful is above average compared to other cities.
101

102
103 **7. Consider “West Bountiful -A Pictorial History” Re-Print Options.**
104

105 Duane explained that in 1989, the city published a history book with the help of LeRue
106 Hugoe, Edith Deppe, and a committee. There was a total of 1,500 copies printed which cost
107 between \$15 and \$20 and the last remaining copies were distributed in the early 2010s. The
108 council discussed the benefits of hard backs and soft backs along with the amount that should
109 be printed.
110

111 Holli Youngberg – 767 W 400 N – Shared how important this book is to her, and said that she
112 believed that people her age would purchase the book for nostalgic reasons.
113

114 **MOTION:** *James Ahlstrom made a motion to approve the purchase of 100 soft back*
115 *copies of West Bountiful -A Pictorial History. Jenn Nielsen seconded the*
116 *Motion which PASSED by unanimous vote of all members present.*
117
118

119 **8. Consider Pedestrian Safety Improvements.**
120

121 Duane explained that city staff had researched pedestrian safety enhancements in various
122 areas of the city. This research led to the recommendation that placing a rectangular rapid
123 flashing beacon at the crosswalk on Pages Lane at 550 W. He clarified that a motion would
124 not be necessary in this case, but wanted to hear the opinion of council members before
125 making the purchase. The council was supportive and asked about using the system at other
126 areas of the city, especially 800 W and Porter Lane. Duane responded with the
127 recommendation to use this first site as a test case.
128

129 800 W 400 N - Duane then spoke about the 800 W 400 N intersection. He explained that after
130 reviewing several options and studies, staff consulted with traffic engineers at Horrocks
131 Engineering to inquire about cameras to collect data on the intersection. The camera system
132 could give the city information about the number and direction of vehicles, stop sign
133 compliance, and pedestrian use.
134

135 Timothy Adams – 380 N 800 W – Spoke about how he witnesses numerous cars pass through
136 the stop sign without stopping throughout the day.
137

138 Kaitlin Sowards – 316 N 750 W – She explained that she also witnesses cars run the stop sign.
139

Warren Youngberg – 767 W 400 N – Asked why there was not a crossing guard on 400 N and 800 W..

Holli Youngberg – 767 W 400 N – Recommended adding additional school zone sign. Duane said this was something that could be researched.

Tonya Munden – 1502 N 900 W – Shared her concern over the crosswalk at 800 W and Porter Lane because of the high number of pedestrians and the speed of vehicles. She recommended adding a speed bump or a 4 way stop.

The council discussed the potential value of the study, and asked Duane to try to negotiate additional terms.

MOTION: *Jenn Nielsen made a motion to approve the Horrocks Engineering Study for 800 W 400 N for \$6,200. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

9. Consider Award of Miscellaneous Concrete and City Park South Playground Concrete Projects.

New concrete work at the city park – The project will install concrete path around the new playground area and fill in gaps to connect the parking lot, playground, volleyball court and east concrete path, from east to west.

Miscellaneous concrete replacement (repair) – Work throughout the city was combined for project purposes. The majority of the expected work will be to remove and replace damaged concrete sidewalk that constitutes trip hazards.

Kris explained that there were 3 bids for each project and after review, staff recommends awarding the bid to M.Y. Enterprises Inc for both projects as the lowest responsible costs.

MOTION: *James Ahlstrom made a motion to award the Miscellaneous Concrete Project and the South Playground Concrete Project to M.Y. Enterprises. Mark Preece seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye	Dell Butterfield – Aye
Kelly Enquist – Aye	Jenn Nielsen– Aye
Mark Preece – Aye	

10. Consider Purchase Approvals for Public Works Service Vehicle and Loader.

Public Works Vehicle – Duane explained that the FY 25 budget includes \$56,000 in the General Fund for the replacement of a 2019 parks truck. After government pricing and

associated equipment (service body, light bar, and pipe rack), the received quote is \$61,932.25. It is believed that the Public Works Department will make up the additional funds.

Cat 926 Wheel Loader – Duane discussed that selling or trading-in the 2020 Cat 938 would capture its value and avoid future maintenance costs. Staff would acquire a slightly smaller model that will match the city's needs better. The 2020 loader was purchased for \$169,25.00, and the trade-in offer from Wheeler CAT is \$200,000.

MOTION: *Mark Preece made a motion to approve the purchase of the public works service vehicle and loader. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present. .*

11. Meeting Minutes from August 20th, 2024.

MOTION: *Jenn Nielsen made a motion to approve the minutes from August 20th, 2024 with the review of the sign-in worksheet to correct spelling of names. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members present.*

12. Staff Reports

Police – Lance Wilkinson

- Discussed an abandoned vehicle near the Bountiful Pond. Lance said he would notify the Sheriff's Department.

Public Works – Steve Maughan

- Working on 400 N well.
- The application of seal coats have gone well throughout the city. Street Stripping will also take place soon.
- 1200 N construction project will begin on September 19th.
- Council member Nielsen received a call from a youth from West Bountiful asking when the playground would be done.

Engineering – Kris Nilsen:

- Public water system report must be submitted every 5 years. Kris will submit them soon.
- Steve and Kris will be working on the MS4 Storm Drain Report
- Highgate #2 Subdivision has submitted a package to be reviewed.
- Hugoe Subdivision has submitted a final for staff review.

Administration/Community Development – Duane Huffman

- Had some discussions with the Sewer District on the potential walking trail from the trailhead to Bountiful pond.
- Discussed the Centerville Flex Project plat. This will go before the planning commission next week.

- There will be a Resident day at the South Davis Recreation District where residents of West Bountiful can enter the facility without fees.
- There will be a staff appreciation BBQ soon.

13. Mayor/Council Reports

James Ahlstrom –

- Asked about the procedures that we are awaiting for code enforcement.

Dell Butterfield –

- Recreation district meeting on Monday.
- No planning commission meetings recently.

Kelly Enquist –

- Mosquito abatement meeting next week.

Jenn Nielsen –

- YCC Meeting next week.

Mark Preece –

- Nothing to report.

Mayor Romney –

- Asked if residents had expressed a want for green waste program. Council members mentioned that they have heard from residents that would be interested.
- In the process of hiring a new fire chief for the South Davis Fire District.

14. Adjourn

MOTION: *James Ahlstrom made a motion to adjourn this meeting of the West Bountiful City Council. Jenn Nielsen 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 September 17th, 2024.

Remington Whiting, City Recorder