

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Debbie McKean
Mark Preece

550 North 800 West
West Bountiful, Utah 84087

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

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORKSESSION AND REGULAR MEETING ON TUESDAY, **MARCH 17, 2015** IN THE CITY OFFICES AT 550 NORTH 800 WEST BEGINNING AT **6:30 PM**

6:30 pm WORK SESSION

Continue Discussion of Personnel Policy Manual Re-draft

7:30 pm REGULAR MEETING

Invocation/Thought –James Ahlstrom, Pledge of Allegiance – Mark Preece

1. Accept Agenda.
2. Public Comment (two minutes per person, or if a spokesperson has been asked to summarize comments for a group, five minutes will be allowed).
3. Consider Extension Of Off-Site Improvements Agreement For Neal Hamilton, Stringham Subdivision, Lots 1 and 2.
4. Consider Request From The Munden's at 2095 N 800 West Regarding Public Improvements.
5. Consider Resolution #362-15 Establishing the Jessi's Meadows Special Assessment Area.
6. Consider Request From Chuck Gilmore To Have Amplified Music at City Park On July 31, 2015.
7. Consider Ordinance 371-15, An Ordinance Adopting Modifications to Section 17.56.030, Allowing Changes to Non-Conforming Structures.
8. Discuss Prospector Trail Tree Proposal.
9. Consider Increases in the Compensation Paid to Members of the City Council and City Recorder of West Bountiful City.
10. Police Report.
11. Planning Commission/Engineering Report.
12. Administrative/Finance Report.
13. Mayor/Council Reports.
14. Approval of Minutes from the March 3, 2015 City Council Meeting.
15. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801) 292-4486.

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 March 12, 2015.

MEMORANDUM



TO: Mayor & Council

DATE: June 26, 2014

FROM: Ben White

RE: **Modification to Extension for Off-Site Improvements Agreement
Stringham Subdivision Lots 1 and 2 on 1200 North Street**

The Stringham Subdivision was created in 2002. An agreement to defer off-site improvements was also executed (see attached). The property owner of Lots 1 and 2 approached the City again in 2011 requesting that the time which would trigger the installation of the improvements be extended. The City Council approved a modification to the agreement which extended the trigger date for the improvements another ten years (see attached).

The application for a building permit is one of the triggering events listed in the agreements. Mr. Neal Hamilton owns both of the subject lots and has applied for a building permit to construct a house on one of them.

The property owner has requested that the curb, sidewalk and additional asphalt that are required by the terms of the agreement be deferred until a future date. If curb and sidewalk were installed now, it would be the only curb and sidewalk presently along the 1200 North. Staff is suggesting, and the property owner has agreed, to pipe the ditch along the front of the property now.

If approved, the attached AGREEMENT TO MODIFY ATTACHED EXTENSION FOR OFF-SITE IMPROVEMENT AGREEMENT would extend the timeframe for when the surface improvements would be required for a term of 20 years or until the City requires the improvements whichever is first. Piping the ditch on both lots would be required now as a condition of the pending building permit.

When recorded, return to:

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

**AGREEMENT TO MODIFY ATTACHED
EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT**

This Modification Agreement is entered into this ____ day of _____, 2015 by and between West Bountiful City, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as “City”) and Neal G. Hamilton, residents of Salt Lake County, Utah (hereinafter referred to as “Owner”).

RECITALS

- A. Owner is the record title holder and owner of a two (2) lots located at approximately 1177 West 1200 North and 1189 West 1200 North, West Bountiful, Utah (hereinafter referred to as “the property”). Attached as Exhibit “A” is the legal descriptions for the lots which is the subject of this Agreement, including parcel number.
- B. City and Owner acknowledge that the property is subject to the attached EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT dated July 30, 2002 and AGREEMENT TO MODIFY ATTACHED EXTENSION FOR OFF-SITE IMPROVEMENT AGREEMENT (hereinafter referred to as “the Agreements”).
- C. City and Owner have agreed to modify the terms and provisions of the Agreements, including expiration date.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Recognition of Approval of Lots. It is recognized that the lots which makes up the property are improved and ready for construction, subject to improvements as required under the attached Agreements.
- 2. Extension of Time/Triggering Events. City hereby grants to Owner an extension of time within which to complete the surface improvements, more specifically sidewalk, curb and asphalt to abut curb, called for in the attached Agreements, in the manner provided in said Agreement. These improvements must be installed no later than the occurrence of any of the following triggering events, as required by the City:
 - a. At such time as the City, at its discretion, requires the improvements to the subject property;
or

- b. Twenty (20) years from the date of this Agreement.
- 3. Performance. At such time as one of the above-referenced triggering events occurs and the improvements are required by the City, then all of the covenants, promises and conditions required under the 7/30/02 Agreement shall be performed by Owner or by the current owner at that time.
- 4. Continued Application of 7/30/02 Agreement. Except as specifically modified herein, the 7/30/02 Agreement shall continue in full force and effect, including all provisions set forth therein.
- 5. Recording of Agreement. It is recognized that this Agreement will be recorded at the Davis County Recorder's Office and that the covenants contained herein shall be construed as covenants with respect to real property and shall run with the land, consistent with the 7/30/02 Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

WEST BOUNTIFUL CITY

Attest:

Mayor

City Recorder

OWNER

Neal G. Hamilton

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2015, Neal G. Hamilton, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that he executed same.

Notary Public

EXHIBIT "A"
to
AGREEMENT TO MODIFY ATTACHED
EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT

Consisting of real property located at 1189 West 1200 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

Parcel # 06-219-0006

ALL OF LOT 1, BUD STRINGHAM ESTATES SUBDIVISION. CONTAINING 0.95 ACRES ALSO: BEGINNING AT A POINT N 0°37'03" W 16.50 FT & N 89°59'39" E 1535.30 FT FROM THE S 1/4 CORNER OF SECTION 14-T2N-R1W, SLB&M; & RUNNING THENCE S 89°59'38" W 3.70 FT TO THE FORMER LOCATION OF AN OLD FENCE LINE; THENCE N 0°19'26" W 389.66 FT ALONG SAID OLD FENCE LINE TO THE S LINE OF A ROAD; THENCE N 89°36'30" E 6.23 FT ALONG SAID ROAD; THENCE S 0°02'53" W 389.70 FT TO THE POINT OF BEGINNING. CONTAINING 0.04 ACRES TOTAL ACREAGE 0.99 ACRES

Consisting of real property located at 1177 West 1200 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

Parcel # 06-219-0002

ALL OF LOT 2, BUD STRINGHAM ESTATES SUBDIVISION, DAVIS COUNTY, UTAH. CONTAINING 0.95 ACRES

RETURNED
JUN 17 2011

2603543
BK 5297 PG 115

**AGREEMENT TO MODIFY ATTACHED
EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT**

This Modification Agreement is entered into this 7th day of June, 2011 by and between West Bountiful City, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City") and Elizabeth S. Nafsoosi, a resident of Maricopa County, State of Arizona (hereinafter referred to as "Owner").

RECITALS

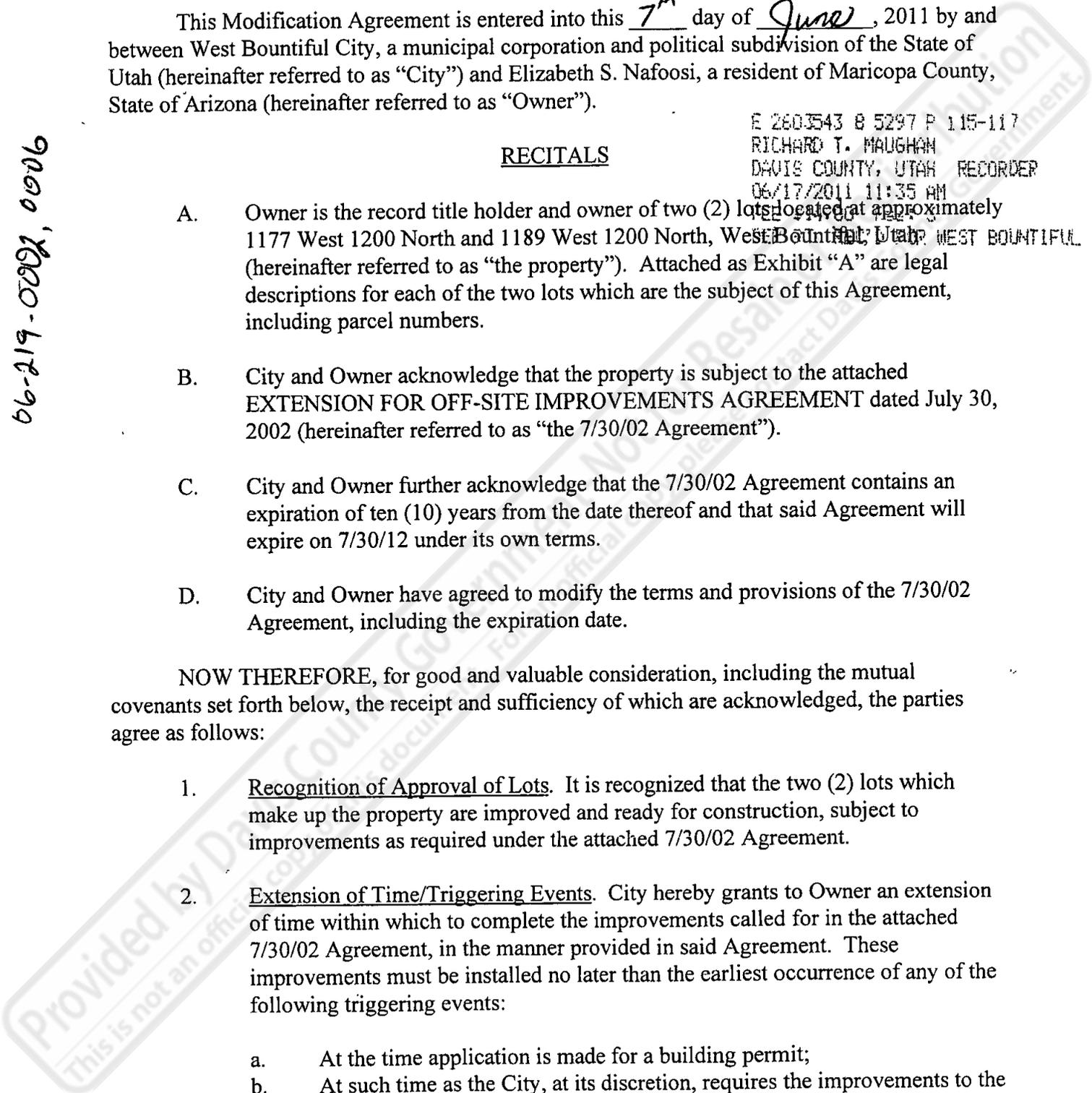
E 2603543 B 5297 P 115-117
RICHARD T. MAUGHAM
DAVIS COUNTY, UTAH RECORDER
06/17/2011 11:35 AM

- A. Owner is the record title holder and owner of two (2) lots located at approximately 1177 West 1200 North and 1189 West 1200 North, West Bountiful, Utah (hereinafter referred to as "the property"). Attached as Exhibit "A" are legal descriptions for each of the two lots which are the subject of this Agreement, including parcel numbers.
- B. City and Owner acknowledge that the property is subject to the attached EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT dated July 30, 2002 (hereinafter referred to as "the 7/30/02 Agreement").
- C. City and Owner further acknowledge that the 7/30/02 Agreement contains an expiration of ten (10) years from the date thereof and that said Agreement will expire on 7/30/12 under its own terms.
- D. City and Owner have agreed to modify the terms and provisions of the 7/30/02 Agreement, including the expiration date.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Recognition of Approval of Lots. It is recognized that the two (2) lots which make up the property are improved and ready for construction, subject to improvements as required under the attached 7/30/02 Agreement.
- 2. Extension of Time/Triggering Events. City hereby grants to Owner an extension of time within which to complete the improvements called for in the attached 7/30/02 Agreement, in the manner provided in said Agreement. These improvements must be installed no later than the earliest occurrence of any of the following triggering events:
 - a. At the time application is made for a building permit;
 - b. At such time as the City, at its discretion, requires the improvements to the subject property; or
 - c. Ten (10) years from the date of this Agreement.

06-219-0002, 0006



- 3. Performance. At such time as one of the above-referenced triggering events occurs, then all of the covenants, promises and conditions required under the 7/30/02 Agreement shall be performed by Owner or by the owner at that time.
- 4. Continued Application of 7/30/02 Agreement. Except as specifically modified herein, the 7/30/02 Agreement shall continue in full force and effect, including all provisions set forth therein.
- 5. Recording of Agreement. It is recognized that this Agreement will be recorded at the Davis County Recorder's Office and that the covenants contained herein shall be construed as covenants with respect to real property and shall run with the land, consistent with the 7/30/02 Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

WEST BOUNTIFUL CITY



[Handwritten Signature]

 Mayor

ATTEST:

[Handwritten Signature]

 City Recorder

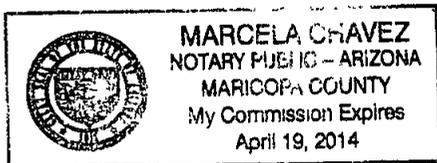
OWNER

[Handwritten Signature]

 Elizabeth S. Nafsoosi

STATE OF ARIZONA)
 : ss
 COUNTY OF MARICOPA)

On the 25 day of MAY, 2011, Elizabeth S. Nafsoosi, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that she executed the same.



[Handwritten Signature]

 Notary Public

EXHIBIT "A"
to
AGREEMENT TO MODIFY ATTACHED
EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT

Parcel # 062190002 ✓

Consisting of real property located at 1177 West 1200 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

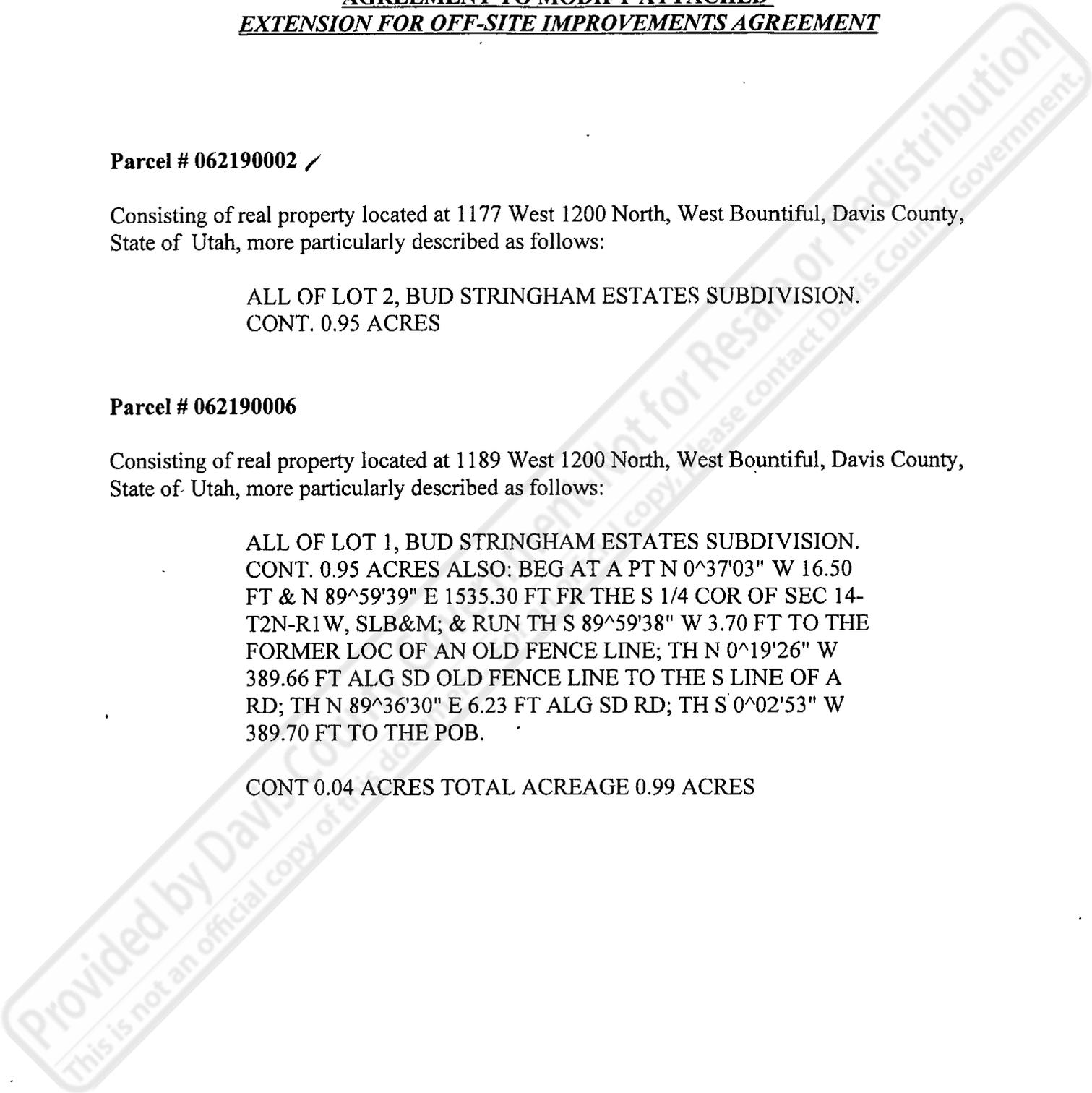
ALL OF LOT 2, BUD STRINGHAM ESTATES SUBDIVISION.
CONT. 0.95 ACRES

Parcel # 062190006

Consisting of real property located at 1189 West 1200 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

ALL OF LOT 1, BUD STRINGHAM ESTATES SUBDIVISION.
CONT. 0.95 ACRES ALSO: BEG AT A PT N 0°37'03" W 16.50
FT & N 89°59'39" E 1535.30 FT FR THE S 1/4 COR OF SEC 14-
T2N-R1W, SLB&M; & RUN TH S 89°59'38" W 3.70 FT TO THE
FORMER LOC OF AN OLD FENCE LINE; TH N 0°19'26" W
389.66 FT ALG SD OLD FENCE LINE TO THE S LINE OF A
RD; TH N 89°36'30" E 6.23 FT ALG SD RD; TH S 0°02'53" W
389.70 FT TO THE POB.

CONT 0.04 ACRES TOTAL ACREAGE 0.99 ACRES



10/4
RETURNED

SEP - 9, 2002

E 1783979 B 3121 P 28
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 SEP 9 9:25 AM FEE 20.00 DEP DJW
REC'D FOR WEST BOUNTIFUL

EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT

This Extension for Off-Site Improvements Agreement is entered into this 30th day of July, 2002, by and between West Bountiful City, a municipal corporation and political subdivision of the State of Utah (the City); and Robert W. Stringham and LaVonne S. Nadeau, co-personal representatives of the Estate of Robert Stringham (collectively, the Developer).

RECITALS

A. The Developer has applied to the City for approval of a residential subdivision known as Bud Stringham Estates Subdivision on property owned by the Developer located at approximately 1200 North 1100 West, West Bountiful, Utah, and more particularly described in the attached Exhibit A (the Subdivision). The Subdivision is also described in drawings made by Hill & Argyle, Inc., dated February 13, 2002, which Developer submitted to the City. Such drawings are incorporated in this Agreement by reference.

B. The City is willing to grant approval of the Subdivision, subject to the completion of off-site improvements, including installing curb, gutter, and sidewalk abutting Lots 1 through 5 of the Subdivision along 1100 West Street and 1200 North Street, West Bountiful, Utah; and piping the ditch abutting Lots 1, 2, and 3 of the Subdivision along 1200 North Street, West Bountiful, Utah (the Ditch) (collectively, the Improvements).

C. The City is willing to grant a temporary extension of time for completing the Improvements according to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Temporary Extension of Time. The City hereby grants the Developer a temporary extension of up to ten (10) years from the date of this Agreement to complete the Improvements at no cost to the City. If for any reason the Developer does not complete the Improvements within that time, the City is hereby authorized to construct and install the Improvements at the sole expense of the owners at that time of the lots in the Subdivision, and to charge such owners, jointly and severally, with the cost of such construction and installation. Such charge shall constitute a lien against the lots in the Subdivision.

2. Completion of Improvements for Building Permit. Notwithstanding the foregoing, in the event the owner of a lot in the Subdivision applies for a building permit prior to the completion of the Improvements, such owner will be required to complete, at no cost to the City, the portion of the Improvements pertaining to such lot as a condition for the issuance of the building permit. Before the building permit is issued, the owner shall make a cash deposit with the City equal to one hundred twenty-five percent (125%) of one-fifth (1/5) of the total cost of the Improvements, as estimated by the City. The deposit will be refunded upon satisfactory completion of the portion of the Improvements pertaining to such lot; provided, that the City

Lots 1 thru 5, Bud Stringham Estates
06-219-0001 thru 0005

may retain, as to Lots 4 and 5, a portion of the deposit equal to one hundred twenty-five percent (125%) of the cost of piping the Ditch pending completion of the Improvements.

3. Covenants Run with the Land. The covenants contained in this Agreement shall be construed as covenants with respect to real property and shall run with the land. Such covenants shall be binding upon the parties' respective heirs, agents, successors in interest, and assigns.

4. Approval of Special Improvement District. If a special improvement district for any of the Improvements is ever proposed to be created, neither of the parties will protest the creation of the district.

5. Miscellaneous Provisions.

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

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

c. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity shall have any interest under this Agreement or be classified as a third-party beneficiary to this Agreement.

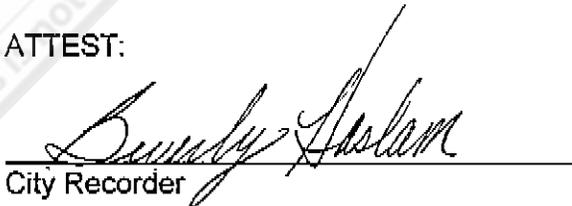
d. Attorney Fees. In the event the City is required to take any action to enforce its rights under this Agreement, the City shall be entitled to recover from the Developer its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

WEST BOUNTIFUL CITY


Carl Martin, Mayor

ATTEST:


Sandy Graham
City Recorder



E 1783979 1 3121 P 30

DEVELOPER

[Handwritten signature of Robert W. Stringham]

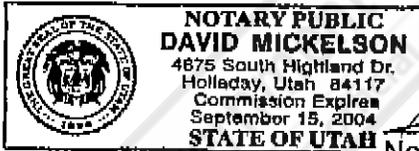
Robert W. Stringham, co-personal representative of the Estate of Robert Stringham

[Handwritten signature of LaVonne S. Nadeau]

LaVonne S. Nadeau, co-personal representative of the Estate of Robert Stringham

State of Utah)
: ss
County of ~~Davis~~ Salt Lake)

On the 1ST day of August, 2002, Robert W. Stringham, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that he executed the same as duly authorized co-personal representative of the Estate of Robert Stringham.



[Handwritten signature of David Mickelson]
Notary Public

On the 5 day of August, 2002, LaVonne S. Nadeau, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that he executed the same as duly authorized co-personal representative of the Estate of Robert Stringham.

[Handwritten signature of Jennie MacL...]
Notary Public

Provided by Davis County Government
This is not an official copy of this document. For a true copy, please contact Davis County Government.

EXHIBIT A

[Legal description]

Beginning at a point which is North 0°37'03" West 16.50 feet along the quarter section line and North 89°59'38" East 1535.30 feet parallel to the Section line from the south quarter corner of Section 14, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North 0°02'53" East 389.70 feet to the south line of 1200 North Street; thence North 89°36'30" East 315.26 feet along said line; thence South 0°24'30" East 381.83 feet; thence North 89°59'38" East 90.06 feet; thence North 0°24'30" West 220.27 feet; thence South 89°56'04" East 379.42 feet, to the west line of 1100 West Street; thence South 0°01'33" East 153.13 feet; thence continuing along said line South 0°27'23" East 76.66 feet; thence South 89°59'38" West 786.89 feet to the point of beginning. Containing 4.86 acres.

Provided by Davis County Government - Not for Resale of this document. For an official copy, please contact Davis County Government.

MEMORANDUM



TO: Mayor & Council

DATE: June 26, 2014

FROM: Ben White

RE: **Curb Request at 2095 North 800 West**

The Munden's own the property on the southwest corner of 800 West and Porter Lane. The City has contracted with Jordan Valley Construction to replace a storm drain along the Munden's north property line. The new storm drain is directly under the existing curb alignment, so the curb must be removed to install the storm drain. The existing sidewalk and curb have been dysfunctional for years due to its alignment and being overgrown with weeds. The City made the decision earlier this year not to replace the curb and sidewalk as part of the storm drain project. The Munden's are requesting one of two options:

1. Their first preference is that curb and sidewalk be reconstructed along an alignment that directs pedestrians to the trail.
2. If the curb and sidewalk is not installed, they would like a document from the City stating that they would not be financially responsible for its construction in the future.

As a point of reference, the curb and sidewalk requested in the Munden's letter would cost in the neighborhood of \$5500 to \$6000 to install.

March 10, 2015

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

Removal of Street Improvements at 2095 N. 800 W.

Dear Council Members

We are submitting this letter for consideration by the West Bountiful City Council concerning the removal of sidewalk, curb and gutter adjacent to our property. We request that the improvements be replaced or that we receive documentation stating that we will not be required to replace the improvements removed by West Bountiful City in the future.

We would ask the City Council to consider the following:

1. As you know the Prospector Trail is well used by many residents. There is currently not a good transition between Porter Lane and the trail. It seems that it would make sense that while this construction is being done and the existing improvements are being removed, if you choose to replace the improvements, that they be placed to align with the "pavement berm" and tie into the trail. This is currently a sort of "no man's land" when walking to or from the trail it's not clear where you are supposed to be walking to stay out of the road. In this aspect it would be a considerable safety benefit as well.
2. Obviously there will be some cost associated with replacement of the improvements, however, when compared to the total cost of the project being done this wouldn't be a sizable amount. Again, the investment now would be a benefit to all for years to come.
3. If the improvements would have been removed by a 3rd party – such as a contractor for a franchised utility - the City would insist that the improvements be restored. The City is the party responsible for the work which will result in the removal of the improvements and so should be responsible to restore the improvements.

We appreciate your consideration in this matter.

Sincerely,

Tim & Tonya Munden



MEMORANDUM

TO: Mayor & Council

DATE: March 12, 2015

FROM: Duane Huffman

RE: **Proposed Special Assessment Area for Jessi's Meadows**

Recognizing that the Homeowners Association ("HOA") of the Jessi's Meadows subdivision was no longer able to function on an on-going basis, the City worked with representatives of the HOA for much of 2014 to determine how the HOA's obligations (maintenance of the asphalt path throughout the subdivision and common landscaped areas) could be met moving forward.

The City has since engaged in the process of creating a special assessment area which would collect a levy from the residents of the subdivision to fund the on-going obligations until a point in time when they could be solved for the long-term (e.g. converting the path to sidewalk, disposing of property). Notice of this plan (enclosed) went out to residents in November, with a public hearing at the council meeting held on December 2nd. Any protests of this plan were required to be submitted by February 2nd, 2015. The City received two such protests (enclosed).

The Mayor, city staff, and HOA representatives met recently to discuss any final details of the proposed plan. The consensus at that meeting was to propose that the terms of the special assessment area remain as outlined in the November notice. In addition, the HOA will transfer their remaining funds (estimated at \$10k after final administrative costs) to the City to help fund the 1st year's maintenance. Based on property tax notice and collection cycles, the City would not receive proceeds from the levy until 2016.

Per State law, the final step to formally create a special assessment area is the adoption of a Resolution by the Council. A proposed resolution has been drafted by legal counsel for your consideration at the March 17th meeting.

WEST BOUNTIFUL CITY

RESOLUTION NO. 362-15

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL DESIGNATING THE JESSI'S MEADOW SUBDIVISION AS A SPECIAL ASSESSMENT AREA

WHEREAS, West Bountiful City (the “*City*”) has proposed to designate the Jessi’s Meadow Planned Unit Development Subdivision (the “*Subdivision*”) as an assessment area for the purpose of (a) maintaining the unique asphalt path through the Subdivision; (b) replacing portions of the asphalt path with sidewalk as needed or practical; and (c) maintaining any remaining sections of landscaping currently under the responsibility of the Jessi’s Meadow Homeowners Association.

WHEREAS, the cost of these improvements is proposed to be financed by an assessment on all benefited properties, which would include all buildable lots within the Subdivision.

WHEREAS, the City has complied with the requirements of the Assessment Area Act, *Utah Code Ann.* § 11-42-101 *et seq.*, as amended (the “*Act*”), for designating the Subdivision as an assessment area, including providing notice under Section 11-42-202, holding a public hearing under Section 11-42-204, and receiving and considering protests under Section 11-42-203.

WHEREAS, the City has received an insufficient number of protests to defeat the designation of the assessment area under the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE WEST BOUNTIFUL CITY COUNCIL:

1. DESIGNATION OF ASSESSMENT AREA. The City hereby designates the property described in the attached **Exhibit A** (collectively, the “*Assessment Area*”) as an assessment area under the Act for the purposes described in this resolution.

2. ASSESSMENT AREA IMPROVEMENTS. The City will install, maintain, and replace improvements for the Assessment Area (collectively, the “*Improvements*”), as generally described below:

a. Maintain the condition of the asphalt path along Jessi’s Meadow Way, Jessi’s Meadow Drive, and Jessi’s Meadow Circle. This maintenance will include general asphalt work such as crack sealing, the application of seal coats, patching, and overlays. Property owners within the Assessment Area will retain the responsibility for snow removal on the path in front of their respective properties.

b. Replace portions of the above-referenced asphalt path with sidewalk as needed or practical. For example, sections of the path needing significant repairs may be replaced with sidewalk, depending on costs and available resources.

c. Maintain any remaining sections of landscaping currently under the responsibility

of the Jessi's Meadow Homeowners Association. This maintenance would include care and water for turf and upkeep of fencing, monument signs, and other improvements. These sections are comprised of landscaped areas along Jessi's Meadow Way and Jessi's Meadow Drive that are not currently the responsibility of any specific property owner.

3. ESTIMATED COST OF IMPROVEMENTS. The cost of the Improvements over a 20-year period is estimated to be approximately \$240,000. On-going costs subject to assessment will be determined by actual costs of the Improvements, as set by contract following the City's procurement policies. The City Council will annually review the estimated and actual costs to determine if the levy needs to be adjusted. The assessment for ongoing operation and maintenance costs will be levied over a maximum of 20 years. The initial annual assessment to be levied on each property within the Assessment Area is estimated to be \$300.00.

3. PROPOSED LEVY. To pay for the costs of the Improvements, the City will levy an assessment on benefited property within the Assessment Area according to the estimated direct and indirect benefits to the property from the improvements.

4. ASSESSMENT METHOD. The City will assess the levy equally among the property owners of the 40 buildable lots within the Assessment Area. This assessment will be levied by inclusion on a property tax notice and subject to collection according to property tax collection procedures.

5. AUTHORIZATION. The Mayor is hereby authorized and directed to execute, deliver, file, and record this resolution; to execute, deliver, file, and record any other documents, approved by the City Attorney; and to take any other actions necessary to carry out the purposes of this resolution and the Act.

6. EFFECTIVE DATE. This resolution will take effect upon adoption.

ADOPTED and APPROVED this 17th day of March, 2015.

Kenneth Romney, Mayor

VOTING:

James Ahlstrom	Yea	_____	Nay	_____
Mark Preece	Yea	_____	Nay	_____
James Bruhn	Yea	_____	Nay	_____
Debbie McKean	Yea	_____	Nay	_____
Kelly Enquist	Yea	_____	Nay	_____

Attest:

Cathy Brightwell, City Recorder

Exhibit A

Description of Assessment Area

All of Lots 1 through 40 of Jessi's Meadow P.U.D., Davis County, Utah

MEMORANDUM



TO: Mayor and City Council

DATE: March 10, 2015

FROM: Duane Huffman

RE: Amplified Music at City Park

Chuck Gilmore, with Sing Voice Studios in Bountiful, has reserved the large bowery at City Park on July 31 for a Studio picnic. As part of the event, he would like to include a Sing Voice Studios recital and performance, including recorded music such as karaoke tracks to accompany the singers. He said it is possible there may be live accompaniment, with electric guitars or stringed guitars amplified over a microphone, but no live bands. There will also be some amplifiers to project the music so the singers can be heard.

He plans to serve dinner around 6pm followed by the singing and performances at 7pm. They will finish by 10pm. Styles of music will range from pop, to Broadway, to R&B, and maybe even some classical.

Pursuant to Resolution 306-12, Facility Use Policy, amplified music is not permitted without prior written consent from City Council.

MEMORANDUM



TO: Planning Commission

DATE: March 12, 2015

FROM: Ben White

RE: Noncomplying Structures 17.56.030

After the City Council denied a variance request for an addition to a very old home in the city that did not comply with the required yard regulations, Planning Commission was directed to develop language to deal with the issue.

After discussing options at numerous meetings, and holding a public hearing on March 10, 2015, they recommended the attached language to City Council.

The intent of paragraph 17.56.030.B(3) is to allow some flexibility for modifications to structures that were legally conforming at the time of their construction, but due to changes in the code, are now considered nonconforming. The addition of paragraph 17.56.030.C provides a mechanism for the Planning Commission to impose mitigating conditions similar to a Conditional Use process.

When Mr. Doxey prepared the final draft at the direction of the planning commission, it became apparent that Section B.3 contained somewhat redundant language. The attached draft displays the language approved by the planning commission in red text, and the highlighted blue language is intended to correct the redundancy.

WEST BOUNTIFUL CITY

ORDINANCE #371-15

AN ORDINANCE AMENDING THE WEST BOUNTIFUL LAND USE ORDINANCE TO ALLOW EXCEPTIONS TO HEIGHT, AREA OR YARD REGULATIONS FOR NONCONFORMING STRUCTURES SUBJECT TO CERTAIN FINDINGS

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

WHEREAS, the West Bountiful City Planning Commission held a public hearing on March 10, 2015 to consider a recommendation giving them authority to issue a permit authorizing a building or structure occupied by a nonconforming use or a building structure noncomplying as to height, area or yard regulations to be added to, enlarged, or moved if the Commission makes certain findings; and,

WHEREAS, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council that the proposed language be adopted.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT SECTION 17.56.030 BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 17th day of March, 2015.

By:

Ken Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

Voting by the City Council: Aye Nay

Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember McKean	_____	_____
Councilmember Preece	_____	_____

17.56.030 Additions, enlargements and moving.

- A. A building or structure occupied by a nonconforming use or a building or structure noncomplying as to height, area or yard regulations shall not be added to or enlarged in any manner, or moved to another location on the lot, except **upon issuance of a permit** as provided in subsection (B) of this section.
- B. **The planning commission, after public hearing, may issue a permit authorizing** a building or structure occupied by a nonconforming use or a building or structure noncomplying as to height, area, or yard regulations to be added to, enlarged, or moved to a new location on the lot if the commission finds:
1. That the proposed change will not be inconsistent with the purposes of this title or the policies expressed in the city's general plan;
 2. **That the proposed change will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity of the nonconforming use or noncomplying structure; and**
 3. **In the case of an addition to or enlargement of a building or structure which is noncomplying as to yard regulations, but which was legally complying at the time of construction, that the magnitude of the encroachment of the addition or enlargement into the applicable yard will be no more than **one-half** of the encroachment of the noncomplying structure into the same yard; but in no case shall the addition or enlargement encroach more than **twenty percent (20%)** into the setback required by ordinance. (For example, if the required side yard setback is ten feet and a noncomplying structure is located six feet from the property line, the addition or enlargement may encroach no more than two feet into the same setback, or eight feet from the property line. If the required side yard setback is ten feet and a noncomplying structure is located eight feet from the property line, the addition or enlargement may encroach no more than one foot into the same setback, or nine feet from the property line.)**

Alternative suggested by staff:

3. In the case of an addition to or enlargement of a building or structure which is noncomplying as to yard regulations, but which was legally complying at the time of construction, that the addition or enlargement will encroach into the applicable yard setback no more than the noncomplying structure encroaches into the same setback; but in no case will it encroach into more than twenty percent (20%) of the setback required by ordinance. (For example, if the required side yard setback is ten feet and a noncomplying structure is located six feet from the property line, the addition or enlargement may encroach no more than two feet into the same setback, or eight feet from the property line.)

- C. The planning commission may attach conditions, such as landscape or buffering requirements, to any permit authorized under this section in order to mitigate the detrimental effects of the proposed change or otherwise achieve the purposes of this title.
- D. This section shall not be used or construed to permit the encroachment of an addition or enlargement into any yard setback in which a noncomplying building or structure is not located.

MEMORANDUM



TO: Mayor & Council

DATE: March 12, 2015

FROM: Duane Huffman

RE: **Trees to Protect Prospector Trail**

At the February 2, 2015, the Council considered awarding a bid to build a chain link fence along the Prospector Trail as it runs adjacent to Lakeside Golf Course. Based on costs, aesthetic, and functionality concerns, the Council did not award a bid, and asked staff to return with an option that incorporated trees, a scaled down use of fencing, or a mix of trees/fences/nets, etc.

Staff now presents the proposal illustrated on the following page. It consists of planting an estimated 58 evergreen and 20 deciduous trees along tee boxes and the fairway of hole #2 on the golf course. A tight row of Juniper evergreen trees would be used along the tee boxes to protect the trail from hard shots leaving at sharp angles. Farther out, a mix of various evergreen species and various species of deciduous trees (Honey Locust, Maple, Zelkova, etc) would be used to both protect the trail and encourage play away from the trail. Bountiful Power has reviewed the plan and is comfortable that the spacing and species of trees will not interfere with their power lines.

The estimated cost of the trees (which would range from 2.5-10 inch caliper) is estimated at \$13,000-\$14,500. In addition, to ensure that the trees are planted quickly to offer maximum protection, staff recommends contracting a landscaping firm to perform the work – staff will have an estimate for this work prior to Tuesday's meeting.

While this plans does not currently contemplate any fencing along the trail, a small net (similar to those used on holes #3 and #12 may be used on the farthest tee box for hole #2 while the hedge of trees matures.

Tree Proposal for Prospector Trail/Lakeside Hole #2

Yellow Boxes = Evergreen Trees

Red Circles = Deciduous Trees



West Bountiful City Finance Report

As of Jan 31, 2014 (59% of the Year)

	Prior YTD	Current YTD	Budget	YTD % of Budget
General Fund Revenues				
1 Taxes	\$1,997,867	\$2,316,269	\$3,247,629	71%
2 Licenses and Permits	\$65,500	\$78,102	\$94,710	82%
3 Intergovernmental	\$139,491	\$150,149	\$187,600	80%
4 Charges for Services	\$15,869	\$17,436	\$9,580	182%
5 Fines	\$46,209	\$49,356	\$80,000	62%
6 Misc	\$38,805	\$9,782	\$18,000	54%
7 Contributions/Transfers	\$0	\$0	\$79,065	0%
8 Total	\$2,303,741	\$2,621,094	\$3,716,584	71%
9				
General Fund Expenditures				
11 Legislative	\$17,300	\$17,194	\$34,355	50%
12 Court	\$14,340	\$12,034	\$24,500	49%
13 Administrative	\$122,037	\$115,483	\$259,000	45%
14 Engineering	\$43,195	\$52,931	\$70,900	75%
15 Non-Departmental	\$164,453	\$142,976	\$196,100	73%
16 Govt. Buildings	\$23,685	\$29,342	\$50,000	59%
17 Planning/Zoning	\$36,316	\$33,201	\$57,770	57%
18 Police	\$596,846	\$553,773	\$996,265	56%
19 Fire	\$309,799	\$324,282	\$443,900	73%
20 Streets	\$408,210	\$94,981	\$169,200	56%
21 Class C	\$127,643	\$205,588	\$245,900	84%
22 Parks	\$153,809	\$85,471	\$180,200	47%
23 Debt	\$21,501	\$19,772	\$156,000	13%
24 Transfers/Sales Sharing	\$308,771	\$327,877	\$832,494	39%
25 Total	\$2,347,905	\$2,014,905	\$3,716,584	54%
26				
RAP Tax Fund				
28 Revenues	\$124,276	\$128,268	\$217,000	59%
29 Expenditures				
30 Equipment	\$0	\$4,998	\$5,000	100%
31 Park Improvements	\$0	\$2,666	\$4,250	63%
32 Legacy Trail	\$0	\$5,728	\$0	#DIV/0!
33 Trail Netting/Fence	\$0	\$356	\$50,000	1%
34 Restroom	\$0	\$3,052	\$100,000	3%
35 Fund Balance	\$0	\$0	\$57,750	0%
36 Total	\$0	\$16,800	\$217,000	8%
37				
RDA Fund				
39 Revenues	\$231	\$156	\$523,000	0%
40 Expenditures	\$45,935	\$48,026	\$523,000	9%
41				
Impact Fees				
43 Revenues	\$59,297	\$27,984	\$549,700	5%
44 Expenditures		\$0	\$549,700	0%

	Prior YTD	Current YTD	Budget	YTD % of Budget
45				
46 Capital Improvement				
47 Revenues	\$1,978	\$1,456	\$1,600	91%
48 Expenditures	\$0	\$0	\$1,600	0%
49				
50 Streets Capital				
51 Revenues	\$1,165	\$312	\$212,500	0%
52 Expenditures	\$0	\$0	\$212,500	0%
53				
54 Water				
55 Water Sales	\$855,426	\$729,258	\$1,146,000	64%
56 Other Revenues	\$81,690	\$68,809	\$1,686,290	4%
57 Expend (non-capital)	\$394,606	\$451,717	\$926,290	49%
58 Capital	\$61,235	\$858,904	\$1,906,000	45%
59				
60 Solid Waste				
61 Revenues	\$199,264	\$217,421	\$364,100	60%
62 Expenditures	\$196,902	\$188,705	\$364,100	52%
63				
64 Storm Drain				
65 Revenues	\$46,393	\$81,854	\$152,750	54%
66 Expenditures	\$14,633	\$16,033	\$282,600	6%
67				
68 Golf				
69 Revenues	\$399,457	\$461,127	\$862,560	53%
70 Expenditures				
71 Pro-Shop	\$115,865	\$141,501	\$287,215	49%
72 Grounds	\$229,070	\$223,474	\$407,793	55%
73 Range	\$17,826	\$20,602	\$25,550	81%
74 Café/Merch	\$196,839	\$47,619	\$82,500	58%
75 Debt	\$234,929	\$17,614	\$43,560	40%
76 Total Expend.	\$794,529	\$450,810	\$846,618	53%
77	Prior YTD	Current YTD	Budget	YTD % of Budget
78 800 W Capital Project				
79 Revenues		\$0	\$740,000	0%
80 Expenditures		\$674,035	\$740,000	91%
81				
82 725 W Capital Project				
83 Revenues		\$0	\$350,000	0%
84 Expenditures		\$24	\$350,000	0%
85				
86 Pages Ln Capital Project				
87 Revenues		\$0	\$500,000	0%
88 Expenditures		\$0	\$500,000	0%
89				
90 Porter Storm Capital Project				
91 Revenues		\$0	\$75,000	0%
92 Expenditures		\$357	\$75,000	0%

93				
94	Birnam Woods Capital Project			
95	Revenues	\$0	\$75,000	0%
96	Expenditures	\$32,554	\$75,000	43%
97				
98	1100 W Storm Capital Project			
99	Revenues	\$0	\$75,000	0%
100	Expenditures	\$0	\$75,000	0%

1 **West Bountiful City** **PENDING** **March 10, 2015**
2 **Planning Commission**

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
4 website and the West Bountiful City website, and sent to Clipper Publishing Company on March
5 6, 2015 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
7 **March 10, 2015, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Vice Chairman Terry Turner, Alan
12 Malan, Laura Charchenko, and Corey Sweat (Alternate).
13 Councilmember Kelly Enquist.

14

15 **MEMBERS EXCUSED:** Chairman Denis Hopkinson, Mike
16 Cottle.

17

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

20

21 **VISITORS:** Leland Martineau, Wendell Wild, Mary Wild, Mayor
22 Ken Romney, James Bruhn and Steven Merkley.

23 The Planning Commission Meeting was called to order at 7:30 p.m. by Vice Chairman Turner.
24 Corey Sweat gave a prayer.

25 **I. Accept Agenda.**

26 Vice Chairman Turner reviewed the agenda. Laura Charchenko moved to accept the agenda as
27 presented. Alan Malan seconded the motion. Voting was unanimous in favor among members
28 present.

29 **Business Discussed:**

30 **II. Public Hearing to Receive Comments Regarding Proposed Language Changes in Title**
31 **17 to Address Modification to Nonconforming Structures.**

32 **ACTION TAKEN:**

33 **Corey Sweat moved to open the public hearing at 7:35 pm to receive public input on**
34 **proposed language changes to Title 17 addressing modification to nonconforming**
35 **structures. Laura Charchenko seconded the motion and voting was unanimous in favor**
36 **among those members present.**

37 **Public Comment:**

- 38 • Council member James Bruhn took the stand and addressed the Commission commenting
39 that he has reviewed the proposed language change and does not feel that there should be
40 a restriction in the setback for existing nonconforming dwellings.
41 • No other public comment was made.

42 **Laura Charchenko moved to close the public hearing at 7:38 pm. regarding public input on**
43 **proposed language changes to Title 17 addressing modification to nonconforming**
44 **structures. Corey Sweat seconded the motion and voting was unanimous in favor among**
45 **those members present.**
46

47 **III. Consider Conditional Use application for Farm Animals for Steven Merkley at 655**
48 **Jessi's Meadow Drive.**

49 Commissioner's packet included the farm animal conditional use permit application with a site
50 plan and a memorandum from Cathy Brightwell dated March 6, 2015 regarding the Conditional
51 Use Application for Farm Animals received on February 25, 2015 from Steven Merkley, 655
52 Jessi's Meadow Drive. The memorandum stated the following:

- 53 • Request from Mr. Merkley is to have 3 horses on their property.
54 • Municipal Code allows a resident to apply for a conditional use permit to increase the
55 number of large and /or small animals allowed on their property.
56 • Applicant would qualify for 3 horses if granted this conditional use permit. Total points
57 on .8 acres would be 80 points. Three horses at 25 points each, with the approval of the
58 application, would total 75 points.
59 • Staff believes the application meets the required affirmative findings required in
60 Conditional Use Ordinance 17.60.030.
61 • Neighbors were notified of the application on March 6, 2015.

62 Cathy Brightwell addressed the Commission in regards to the application. She noted that Mr.
63 Merkley was present to answer questions. Staff recommends approval of this permit. There
64 were no neighbor responses.

65 Mr. Merkley took the stand to answer questions from the Commission.

66 Alan Malan asked how many horses are currently on the property. Mr. Merkley answered 2
67 horses presently and he would like an additional horse.

68 Laura Charchenko has no problems approving this permit and asked about his plans to build the
69 barn shown on his site plan. Mr. Merkley asked about the height requirements of a barn.

70 Corey Sweat had no questions/comments.

71

72

73 **ACTION TAKEN:**

74 **Corey Sweat moved to approve the Conditional Use Application for Farm Animals for**
 75 **Steven Merkley, 655 Jessi's Meadow Drive, with a reduction of points for large animals,**
 76 **specifically 3 horses totaling 75 points, with the applicable standards and affirmative**
 77 **findings listed in 17.60.030. The following conditions will apply: Applicant will ensure that**
 78 **animals will not cause damage to neighboring properties; applicant will abide by all**
 79 **setback requirements in Chapter 17.16.080 of the City Municipal Code; Applicant will**
 80 **control animal waste, debris, noise, odor and drainage in accordance with usual and**
 81 **customary health standards to protect the health, safety, and welfare of the animals and**
 82 **public; and this conditional use permit will expire upon the sale of the said property. Alan**
 83 **Malan seconded the motion and a roll call vote was taken.**

84 **Corey Sweat – Aye**85 **Laura Charchenko- Aye**86 **Alan Malan- Aye**87 **Terry Turner - Aye**

88

89 **IV. Consider Conditional Use application for a barn at 672 North 660 West that exceeds 20**
 90 **feet in height.**

91 Commissioner's received a memorandum dated March 6, 2015 from Ben White regarding a
 92 conditional use permit application from Richard and Janet Lee, 672 North 660 West, for an
 93 accessory building along with site plans for their request. Said property is in the R-1-10 zone.

94 The memorandum from Ben White included the following information:

- 95 • Desire for Robert and Janet Lee to construct a barn in the rear portion of their property
 96 located at 672 North 660 West. Property is on the east side of the road with the rear
 97 property line abutting the Union Pacific Railroad.
- 98 • Information in paragraph 17.24.060 of the city code concerning conditional use for an
 99 accessory building.
- 100 • Staff's reminder to include in motion why certain conditions have been imposed or not.

101 Mr. and Mrs. Lee desire to build a two story barn with a height of approximately 23 feet on their
 102 property which is approximately .57 acres. The barn includes a second story loft. They need to
 103 qualify for an Accessory Building Conditional Use Permit if they want to build more than one
 104 story or more than 20 feet tall in the R1-10 zone.

105 Ben White introduced the application stating that the property is larger in size than most in the
 106 zone, is very deep so the structure will not be seen by neighboring properties, and backs up to the
 107 train tracks and freeway. Staff recommends approval of this conditional use with the findings
 108 and reasons listed in the memorandum.

109 Other than clarifying a question on staff's site plan, Commissioner's had no questions/comments.

110 **ACTION TAKEN:**

111 **Laura Charchenko moved to approve the Conditional Use application from Robert and**
 112 **Janet Lee, 672 North 660 West, for a two story/23 foot tall accessory building that exceeds**
 113 **the standard regulations of 20 feet due to the property size and the proximity of the**
 114 **railroad tracks, with the following affirmative findings: the proposed use will not be**
 115 **detrimental to the health, safety, or general welfare of persons residing in the vicinity, or**
 116 **injurious to property in the vicinity, will not inordinately impact schools, utilities, and**
 117 **streets in the area, will provide for appropriate buffering of uses and buildings, and the use**
 118 **of building materials which are in harmony with the area and compatible with adjoining**
 119 **uses, and will comply with the regulations specified in the R-1-10 zoning ordinance and**
 120 **with the following conditions. Alan Malan seconded the motion and a roll call vote was**
 121 **taken.**

122 **Alan Malan- Aye**

123 **Corey Sweat- Aye**

124 **Laura Charcheko- Aye**

125 **Terry Turner- Aye**

126

127 **V. Consider Conditional Use application for Flag Lots in Stringham Subdivision.**

128 Commissioner's packet included an application for Conditional Use Permit from Wendell and
 129 Mary Wild with an attached site plan, a memorandum from Ben White/Cathy Brightwell dated
 130 March 5, 2015 regarding Stringham Farms Conditional Use Permit- Flag Lots, material for
 131 review of flag lots, and information from Todd Smith/South Davis Metro Fire Agency.

132 Memorandum included the following information:

- 133 • Flag lots are a conditional use in the R-1-10 zone.
- 134 • A list of common complaints about flag lots.
- 135 • Previously used guidelines to evaluate flag lots.
- 136 • Possible conditions to mitigate negative impacts of flag lots.

137 Ben White noted the uniqueness of this request as two flag lots are requested to be located
 138 together. He referred to the information in the packets and asked them to consider possible
 139 mitigation efforts that may be appropriate in reducing negative issues of the flag lots. The ninth
 140 lot in the subdivision is the existing Wild home. Flag lots have staffs that are adjacent to each
 141 other and are located on a street corner.

142 Vice Chairman Turner asked Todd Smith to take the stand as the fire inspector for South Davis
 143 Metro Fire. Mr. Smith said he met earlier with the engineer and owner of the property to learn
 144 the specifics of their proposal and to discuss safety concerns.

145 Mr. Smith talked about general issues the fire department has related to providing service to flag
 146 lots, and referred to the fire codes that must be met and explained how they are used in
 147 conjunction with the building code. Some issues he raised include the need for access roads and
 148 driveways to be able to handle 7500 lb vehicles; the need for a turnaround when driveways
 149 exceed 150 ft. in length; a minimum 20 ft. driveway width with no parking, and 26 ft. width if

150 parking is allowed or there is a hydrant. There were questions about how the width may be
151 affected if the sides of the driveway are fenced and how much room is needed to deploy hoses.
152 Mr. Smith responded that walls could hinder the operation if they restrict access around the truck
153 but a width of 20 feet provides room for snow, gravel, garbage cans, , etc. that may get in the
154 way. He explained that the length of the hose off of the truck is 200 feet long. Most of their
155 hoses come from the sides of the truck and they measure from there to the furthestmost point on
156 the building. He added that some determinations cannot be made until the development of the
157 home(s) on the property. He answered questions and described what it takes to be able to get
158 services to the properties in different situations.

159 **Commissioner's Questions/Comments: Flag Lots**

160 Alan Malan asked Mr. White about the drainage issues. Mr. White explained that some storm
161 water would drain toward the street; some water would drain to the rear yard on and around the
162 flag lots. The flag lots must have a catch basin to prevent drainage problems. There could be
163 another drainage box put at the north end of the staffs in the future, but its location will be
164 defined by the home design.

165 Mr. Malan asked if curb and gutter would help on the flag lots with the drainage situation. Mr.
166 White felt the best value for the curb may be on the north side where the drive ends, but it
167 depends on the home design. Curb going along the driveway would probably not help much.

168 Terry Turner asked what impact flag lots would have on people around them that have no say in
169 this matter. Mr. White stated that the impacts would probably come later as the property is
170 developed and residents settle in. He explained that we try to mitigate all the things that we
171 think may happen but it is impossible to know what issues may arise and mitigate everything in
172 the development stages. He added that the negative impacts created by the flag lots will change
173 with the change of property owners.

174 Ms. Charchenko asked about impacts to the driveway from heavy trucks and maintenance
175 vehicles. Mr. White responded that the driveway must be designed to carry the loads created by
176 the heavy vehicles. The maximum length of a driveway without a turnaround, as noted by the
177 fire marshal, is measured from where the fire truck will stop, not from the farthest point on the
178 driveway, but consideration should also be given to construction vehicles and storm drain
179 vacuum vehicles.

180 Mr. White explained that the fence along the sides of the driveway is intended to block noise,
181 light, collect drainage, provide privacy, etc. He also recommended prescribing the orientation of
182 the homes on the plat so that backyards line up with the properties behind them where possible.
183 The home on lot 3 would likely face south but all the others would face east or west.

184 Leland Martineau took the stand representing the property as the engineer. He stated that he has
185 never seen a 26 foot wide drive required before and asked the Commission to consider a 20 foot
186 driveway. Mr. White explained that to meet fire code there can be no parking with a 20 ft.
187 driveway. Due to the limited amount of space available for parking for lots 4, 5 and 6, it is
188 expected that cars will park along the driveway even if no parking signs are posted. He also
189 discussed the need for flag lot owners to have a shared access agreement for the driveway.

190 Laura Charchenko explained that they need to consider conditions that may become a problem
191 several generations to come. People will park along the driveway whether there is an agreement
192 prohibiting it or not.

193 Alan Malan feels that each lot should have its own drive with a fence down the middle as well as
 194 fences separating the flag lot driveways from the houses on each side. He pointed out that this
 195 area is called a driveway but it is road and it is a safety issue. He felt that if the fence is not there
 196 we are possibly setting up a feud situation and that the fences between the drive and the
 197 neighboring properties are for safety. There was discussion about his proposal including how it
 198 would make parking more difficult. Lot #6 has no parking because of the narrow frontage,
 199 location of the driveway and a fire hydrant across the street. At a minimum, Mr. Malan feels the
 200 driveway fence needs to be a requirement along lots 3 and 6. Laura Charchenko and Corey
 201 Sweat were opposed to the fence down the middle of the drive. They do not feel it is a
 202 reasonable request.

203 After reviewing the guidelines provided by staff, Laura Charchenko did not feel that some of
 204 them applied, and discussion took place regarding which ones they should use. Mr. Sweat felt
 205 that most of the guidelines suggested by staff should be required in the conditions.

206 Laura Charchenko asked that items d, h, l, q, and r in the list of previously used guidelines to
 207 evaluate flag lots be considered.

208 Steve Doxey encouraged them to consider their conditions carefully in order to reduce negative
 209 impacts and detrimental effects of the development, and noted that it is important to clearly spell
 210 out reasonable conditions and document them in the motion because these decisions will run
 211 with the land.

212

213 **ACTION TAKEN:**

214 **Alan Malan moved to table this item and schedule a work session to further discuss the**
 215 **issues. Laura Charchenko seconded the motion and voting was taken by a roll call vote:**

216 **Alan Malan- Aye**

217 **Laura Charchenko- Aye**

218 **Terry Turner- Aye**

219 **Corey Sweat- Nay**

220

221 **VI. Consider Final Plat Approval for Stringham Subdivision.**

222 Included in Commissioner's packet were two memorandums dated March 5, 2015 from Ben
 223 White regarding Stringham Farm Subdivision Final Plat and Stringham Farm Subdivision
 224 Construction Drawing Review. The final plat memorandum included the following information:

- 225 • Items for informational purposes.
- 226 • Item for consideration.
- 227 • 16.13.050 Blocks.

228 The drawing review memorandum included a list of comments generated from a review of the
 229 February 27th construction drawing package including comments regarding plat, sheet C-02,
 230 Sheet C-04, Sheet C-05 and Sheet C-06.

231 Ben White noted that the actual subdivision discussion is easier than the flag lot discussion. He
232 stated that all lots meet the basic criteria for the subdivision. He has been in contact with all
233 utilities and all is well with each of those except for Weber Basin. They have not yet notified
234 him that they have approved the design.

235 Mr. White noted that the only significant item that needs to be addressed is the mid block access
236 in this development. Per our ordinance (Section 16.12.050), a mid block access could be
237 required. The LDS church has been contacted and we have yet to hear their decision. He noted
238 pros and cons that could exist.

239 Mr. Wild's engineer stated that due to the size and location of the lots they do not have a lot of
240 room to give to make the mid block access work. Mr. White noted that with an easement it
241 would be possible to accommodate the mid block requirement without reducing the sizes of the
242 lots.

243

244 **ACTION TAKEN:**

245 **Alan Malan moved to table item six. Corey Sweat seconded the motion and voting was**
246 **unanimous in favor.**

247

248 **VII. Consider Proposed Language Changes in Title 17 to Address Modifications to**
249 **Nonconforming structures.**

250 Cathy Brightwell noted that this item has been before them several times. A variance request to
251 City Council initially brought this to our attention with much discussion. A Public Hearing was
252 held tonight and language has been proposed for consideration.

253 Alan Malan appreciated Council member Bruhn's comments that would change item 3. He feels
254 that language should be added to clarify that the new nonconforming portion of the structure
255 cannot encroach into a different setback not being considered. Mr. White pointed out the second
256 line in section three was staff's attempt to clarify that issue. It was suggested that legal counsel
257 make the suggested language changes discussed this evening and bring the final draft back for
258 review.

259

260 **ACTION TAKEN:**

261 **Corey Sweat moved to approve the addition of paragraph 17.56.030 C. with the change**
262 **that an additional line be added to clarify that an addition or enlargement to the non**
263 **conforming building cannot encroach in a different setback not being considered. Laura**
264 **Charchenko seconded the motion and a roll call vote was taken.**

265 **Alan Malan- Nay**

266 **Laura Charchenko- Aye**

267 **Terry Turner- Aye**

268 **Corey Sweat - Aye**

269

270 **VIII. Staff Report**

- 271 • 725 West began construction this week.
- 272 • Current schedule for 400 North is mid April and could be 90 days +.
- 273 • Pages Lane reconstruction will not be possible this year due to the closure of 400 N.
- 274 • Cathy Brightwell noted that the April 14th meeting will likely be canceled for a City
- 275 Council Budget meeting.

276

277 **IX. Approval of Minutes for February 10, 2015**

278

279 **ACTION TAKEN:**

280 **Corey Sweat moved to approve of the minutes dated February 10, 2015 as presented. Alan**
 281 **Malan seconded the motion and voting was unanimous in favor among those members**
 282 **present.**

283

284 **X. Adjournment**

285

286 **ACTION TAKEN:**

287 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting at**
 288 **9:20 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.**

289

290

291

292 The foregoing was approved by the West Bountiful City Planning Commission on February 10, 2015, by
 293 unanimous vote of all members present.

294 _____

295 Cathy Brightwell - City Recorder

296

297