Mayor
Kenneth Romney

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Andrew Williams

WEST BOUNTIFUL CITY

550 North 800 West
West Bountiful, Utah 84087

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

City Administrator
Duane Huffman

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING BEGINNING AT 7:30 PM, ON TUESDAY, JANUARY 5, 2016 IN THE CITY OFFICES AT 550 N 800 WEST.

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

1. Swearing In of Newly Elected Officials - Council Members James Ahlstrom, James Bruhn, and Andrew Williams.
2. Accept Agenda.
3. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
4. Consider Approval of Resolution 377-15, A Resolution Appointing Cathy Brightwell as the West Bountiful City Recorder and Mindi Tullis and the West Bountiful City Treasurer.
5. Consider Agreement with Matthew L. Nebeker, Attorney at Law, LLC, to Provide Criminal Legal Services to Indigent Persons Charged With Crimes In West Bountiful City.
6. Discuss Ovation Home's P.U.D Proposal for The Cottages at Havenwood.
7. Discuss Snow Plowing the City's Trails.
8. Engineering/Planning Commission Report.
9. Administrative Report.
10. Mayor/Council Reports.
11. Approve Minutes from the December 15, 2015 City Council Meeting.
12. Possible Executive Session for the Purpose of Discussing The Character, Professional Competence, or Physical or Mental Health of an Individual, Pursuant to Utah Code Annotated 52-4-205(1)(a).
13. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801)292-4486 twenty-four hours prior to the meeting.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on December 31, 2015.

WEST BOUNTIFUL CITY

RESOLUTION #377-16

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL RE-APPOINTING THE CITY RECORDER AND CITY TREASURER FOLLOWING THE 2015 MUNICIPAL ELECTION

WHEREAS, Utah Code Annotated 10-3-916 provides that on or before the first Monday in February following a Municipal Election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and City Treasurer.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that it consents to the Mayor's re-appointment of the following individuals to the following offices:

Appointee	**Office**
Cathy Brightwell	City Recorder
Mindi Tullis	City Treasurer

EFFECTIVE DATE. This resolution shall be effective immediately upon passage.

ADOPTED and ***APPROVED*** by the City Council of West Bountiful City this 5th day of January, 2016.

_____
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council Member Ahlstrom	____	____
Council Member Bruhn	____	____
Council Member Enquist	____	____
Council Member Preece	____	____
Council Member Williams	____	____

ATTEST:

_____
Cathy Brightwell, City Recorder

MEMORANDUM

TO: Mayor & Council

DATE: December 23, 2015

FROM: Duane Huffman

RE: **Public Defender Contract**

From the time that West Bountiful City contracted with Davis County for Justice Court Services any costs associated with a public defender have been covered by the County. The City's contract with Davis County is ending December 31, 2015, and though services will continue with Davis County under very similar arrangements, the County has notified the City that it will no longer cover the costs of indigent defense (a public defender).

While city staff believes Utah Code may be unclear as to who bears the responsibility to cover the costs of indigent defense, the Administrative Office of the Courts have made it clear that they consider such costs to fall on the entity that prosecutes cases in a Justice Court.

Given the short notice that Davis County provided in relation to the status of their court and the coverage of indigent defense costs, the City has not had enough time to issue and review a Request for Proposals (RFP). In place of that, city staff contact the public defender who has handled the City's cases on behalf of the County, and has negotiated the attached agreement. It is designed such that it can be terminated with relative ease when the City is in better position to issue an RFP. At this point, staff does not recommend an RFP until things have settled down regarding the long term home of the court.

Finally, the costs of these services will ultimately require modifications in the current year budget.

AGREEMENT FOR CRIMINAL LEGAL SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2016, by and between Matthew L. Nebeker, Attorney at Law, LLC, hereinafter referred to as "Contractor" and West Bountiful, a municipal corporation, hereinafter "City".

WITNESSETH:

WHEREAS, West Bountiful, in accordance with the law, must provide legal defense for those charged with crimes in its jurisdiction who are indigent and,

WHEREAS, Matthew L. Nebeker is an attorney licensed to practice law in the State of Utah, and is not affiliated with any law enforcement organization.

WHEREAS, the parties are mutually desirous to enter into an agreement to provide criminal legal services to indigent persons.

NOW THEREFORE, Matthew L. Nebeker, Attorney at Law and West Bountiful enter into the following contract:

1. **Term**. This contract shall take effect on January 1, 2016, and shall continue in operation until December 31, 2017, unless cancelled by either the City or Contractor as provided in Paragraph 2.

2. **Termination**. This contract may be cancelled by either party without cause upon sixty (60) days' written notice of cancellation to the other party. This contact will automatically terminate if Contractor's privilege to practice law in the State of Utah is suspended or revoked.

3. **Compensation**. The City agrees to pay Contractor $650.00 per month to represent indigent persons in all cases prosecuted in the Davis County Justice Court. Payments shall be made on a monthly basis due and payable on the first day of each month for services rendered for the immediately preceding month.

4. **Furnishing of W-9**. Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS Tax form. Unless the Contractor has a current W-9 form on file with the City, one should be provided to the City at the time of contact routing. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulation of the Internal Revenue Service.

5. **Appeals, Writs and Other Proceedings**. Contractor shall also be responsible for all indigent criminal appeal, criminal writs and other criminal proceedings for which the City is to

file, brief and argue, if required appeals before any appropriate state court during any calendar year. Contractor shall be paid at a rate of $500.00 for each appeal filed. To receive compensation, Contractor must file an appeal brief with the Utah Court of Appeals or the Utah Supreme Court. Mere notice of appeal without further action will not qualify for additional compensation. Any federal appellate court appearance required to be made by the Contractor shall require additional compensation, which shall be negotiated by the parties.

6. **Conflicts of Interests**. In the event referrals are made which Contractor cannot represent for personal reasons or where conflicts of interest exists, Contractor will see that said indigent is represented by other competent legal counsel without additional expense to the City.

7. **Substitute Attorneys**. Contractor will further have the right to use substitute attorneys during periods of illness, vacation, or other personal reasons without additional expense to the City. Any substitute attorney shall be a qualified attorney who is a member of the Utah State Bar in good standing.

8. **Costs**. Contractor shall provide for its own investigation, secretarial support and other facilities necessary for a complete defense. Contractor shall be solely responsible for all other expenses. The City Attorney will subpoena defense witnesses at the request of Contractor if adequate notice of such request is received at least five (5) days in advance of the trial date.

9. **Qualification for Indigent Representation**. Contractor shall interview anyone requesting legal counsel under the terms and conditions of this Agreement to determine if the individual qualifies. Contractor shall notify the court when an individual who has previously qualified for indigent legal counsel is no longer eligible for those services.

Contractor shall not represent any individual in his private practice who has been refereed for screening regarding indigence qualifications and is determined not to qualify for such representation.

10. **Independent Contractor Status**. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-

employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

11. **Professional Responsibility**. It is agreed and understood that Contractor will represent with complete professional diligence and dedication and without any control or supervision from the City the indigent persons to be provided legal counsel herein and shall have complete and full independence in using his judgment in the decisions necessary to render said professional services.

12. **Renegotiation**. The terms of this contract are subject to reconsideration and renegotiation based upon the services required, from the cases referred, at any time after the first contract term by either party, upon notice of desire to renegotiate given to the other party.

13. **Amendment**. This Agreement may be amended from time to time only by an instrument in writing, signed by the parties to this Agreement.

14. **Governing Law**. This Agreement shall be governed by the laws of the State of Utah.

15. **Incorporation Clause**. This Agreement shall constitute the entire agreement between Contractor and the City and any prior understanding or representation of any kind preceding the date of the agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the date and year first written above.

_____
Matthew L. Nebeker
Attorney at Law

West Bountiful, by and through:

_____

MEMORANDUM

TO: **Mayor and City Council**

DATE: **December 10, 2015**

FROM: **Ben White**

RE: **The Cottages at Havenwood PUD (Ovation Homes) at 680 W Pages Lane**

Ovation Homes has requested a Planned Unit Development (PUD) designation for the 9.35 acre property commonly known as Pony Haven (690 W Pages Lane). City Code defines a PUD as "a residential development planned as a whole, single complex. It incorporates a definite development theme which includes the elements of usable open spaces, diversity of lot design or residential use, amenities, a well planned circulation system, and attractive entrances as part of the design."

The Ovation Homes proposal varies from a standard subdivision in that it includes:

1. 39 single level residential homes (as opposed to the 30 lots that would fit on this land in a traditional development) requiring a bonus density of 30%;
2. Restrictive Living Community governed by covenants, conditions, and restrictions (CC&Rs);
3. A Home Owners Association maintained front yard and open space landscaping;
4. 0.34 acre of open space area that's principal use will be storm detention;
5. Reducing front yard setbacks to 20' and rear yard setbacks to 15';
6. Reducing the lot size and width of each lot below the minimum standard in the R-1-10 zone.

A Work Session was held with the Developer on December 15th to review the requirements of a P.U.D. project and to familiarize the City Council with the development proposal.

A P.U.D. project is completely at the discretion of the City. In approving a P.U.D., the City Council would be affirming that the project "is in accordance with the purpose, spirit and intent of this (P.U.D.) Chapter and is not hazardous, harmful, offensive or otherwise adverse to the environment, property values, the character of the neighborhood, or the health, safety and welfare of the community" (17.68.010) and the project is "desirable, to provide a service or facility that will contribute to the general well being of the surrounding area. It shall also be shown that under the circumstances of the particular case, the proposed use will not be detrimental to the health, safety or general welfare of persons residing in the vicinity of the

Planned Unit Development"(17.68.080). The City would also be affirming that the minimum standards for a P.U.D. have been satisfied (17.68.100).

A P.U.D. project would be approved by ordinance together with the approval of the final plat. A Development Agreement which included all the requirements and concessions of the P.U.D. would be drafted and approved prior to beginning the subdivision approval process. This is where the City currently is in the process. Is the proposed PUD desirable and appropriate, and if so, what are the terms and conditions that are to be included in the Development Agreement?

If the PUD project is considered desirable and appropriate by the City Council, staff suggests the following items may be used as guide as to what items should be included in the text of a Development Agreement or attached as Exhibits.

1) Statement that the minimum standards as outlined in paragraph 17.68.100 have been met and any requisite Exhibits including:
   a) Minimum of 4 acres
   b) Open space requirements
   c) Parking
   d) Attractive Elevations
   e) Upgraded Materials
   f) Vehicle and Pedestrian Access
   g) Connection with Trails
   h) Signage
   i) General Contribution
2) Amenity Bonuses as outlined in paragraph 17.68.120 together with any requisite Exhibits:
   a) Building and Project Design (0-5%)
   b) Innovative Site Plan (0-5%)
   c) Substantial Public Benefit (0-10%) (Developer has proposed a $20,000 cash contribution and the request for two additional lots instead of constructing park type improvements on site. He is also proposing to install a land drain system on the west side of the property).
   d) Provisions, Protection and Maintenance of Open Space (0-10%)
   e) Interior Amenities and Landscaping (0-5%)
3) Front and Rear Setbacks, Lot sizes and Widths (17.68.130)
4) Guarantees and Covenants (17.68.140)
   a) Ownership of open space and/or easements
   b) Performance Guarantees
   c) CCRs
5) Storm Drainage plan including maintenance responsibilities beyond a traditional subdivision (Chris Cave letter dated December 21, 2015 included).
6) Traffic Study (Nate Reeve letter dated November 10, 2015 included)
7) Site Plan (39 Lot Site Plan included)
8) Other considerations agreed upon by the City Council and Developer

Reeve & Associates, Inc. - Solutions You Can Build On

Vicinity Map
SCALE: 1" = 500'

LINE TABLE

LINE	BEARING	DISTANCE
L1	SOUTH	25.00'
L2	SOUTH	25.00'
L3	WEST	10.01'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	225.00'	29.85'	29.83'	14.95'	N85°43'37"W	7°36'05"
C2	175.00'	24.66'	24.64'	12.35'	N85°57'47"W	8°04'25"
C3	200.00'	28.18'	28.16'	14.11'	S85°57'47"E	8°04'25"
C4	200.00'	26.53'	26.51'	13.29'	S85°43'37"E	7°36'05"
C5	175.00'	23.22'	23.20'	11.63'	S85°43'37"E	7°36'05"
C6	225.00'	31.71'	31.68'	15.88'	N85°57'47"W	8°04'25"
C7	12.00'	19.04'	17.10'	12.19'	N45°01'20"E	90°54'00"
C8	12.00'	18.66'	16.84'	11.81'	S44°58'40"E	89°06'00"
C9	12.00'	18.76'	16.91'	11.91'	N45°12'50"W	89°34'20"
C10	12.00'	18.94'	17.03'	12.09'	S44°47'10"W	90°25'40"
C11	22.00'	34.06'	30.76'	21.51'	N45°35'00"W	88°42'22"
C12	22.00'	34.75'	31.25'	22.19'	S44°49'05"W	90°29'29"

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE RIGHT-OF-WAY OF 1600 NORTH STREET, SAID POINT BEING S00°27'24"E 321.96 AND N89°32'36"E 661.40 FEET FROM THE CENTER OF SAID SECTION 13; THENCE N00°25'40"W 1566.01 FEET; THENCE S89°31'40"E 266.18 FEET; THENCE SOUTH 1563.72 FEET; THENCE S89°59'21"W 254.48 FEET TO THE POINT OF BEGINNING.

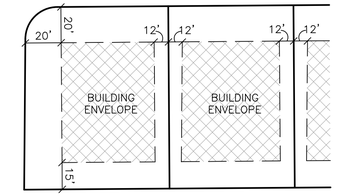
CONTAINING 407362 SQUARE FEET OR 9.352 ACRES

NOTE:

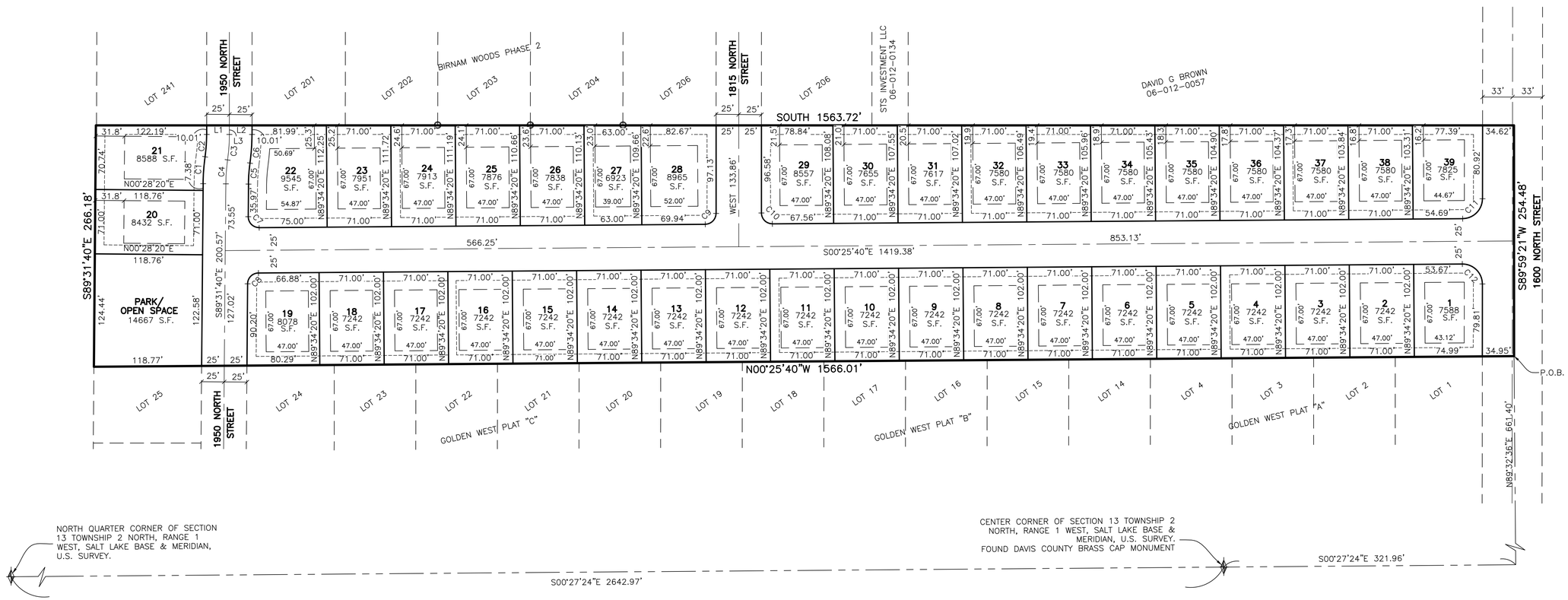
- EXISTING BUILDINGS WILL BE REMOVED
- PROPERTY IS NOT IN A FEMA FLOOD ZONE

LEGEND

- = SECTION CORNER
- = FOUND REBAR & CAP
- P.U.E. = PUBLIC UTILITY EASEMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE



REQUESTED SET-BACK EXHIBIT
SCALE: NONE



60 0 60 120 180
Scale: 1" = 60'

The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

Developer:
Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898

Revised: Dec. 21, 2015

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DATE | DESCRIPTION

The Cottages at Havenwood
PART OF THE NE 1/4 OF SECTION 13, T.2N., R.1W., S.L.B & M., U.S. SURVEY
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Preliminary Plan

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: September 14, 2015
Name: The Cottages at Havenwood
Number: 5061-B50

Sheet 1 of 2 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

Storm Runoff Calculations

Nupetco Property

9/15/2015 TJH

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the West Bountiful, UT area taken from data compiled by NOAA Atlas14, using a 100 year storm.

Runoff storm water has been calculated for two different sets of conditions, one being the existing undeveloped land and the other with land fully improved. The difference between the two quantities will be detained in a holding pond. All water that runs off and over the property at present will be diverted into the holding pond and released at a reduced rate into the existing drainage system.

The calculations are as follows:

1. Runoff from the undeveloped existing land.

Runoff Coefficient	C =	0.200
Rainfall Intensity	i =	4.59 IN./HR.
Runoff Quantity	Q =	CiA
Acreage	A =	9.35 ACRES

Q(out) = C*i*A = 1.87 CFS
(Outlet calculated to Allow 0.2/cfs/acre Out)

2. Runoff from developed land

Runoff Coefficients

Paved Area	88,625	C = 0.9
Landscaped Area	179,377	C = 0.2
Roof	139,360	C = 0.9

Weighted Runoff Coefficient C = 0.59

Rainfall Intensity i = varies with time
Runoff Quantity Q = CiA

3. Detention Basin

Volume in Q *t
Volume out 1.87 *t

The capacity of the detention basin is calculated as the maximum difference between the volume flowing in and the volume flowing out.

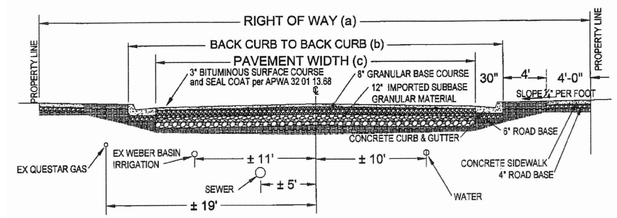
The outflow from the detention basin is limited to outflow if undeveloped.
Use 1.87 cfs for Q outflow

The required volume of the detention basin is 28,131 cubic feet

USE A 6.3 INCH DIAMETER ORIFICE AT OUTLET

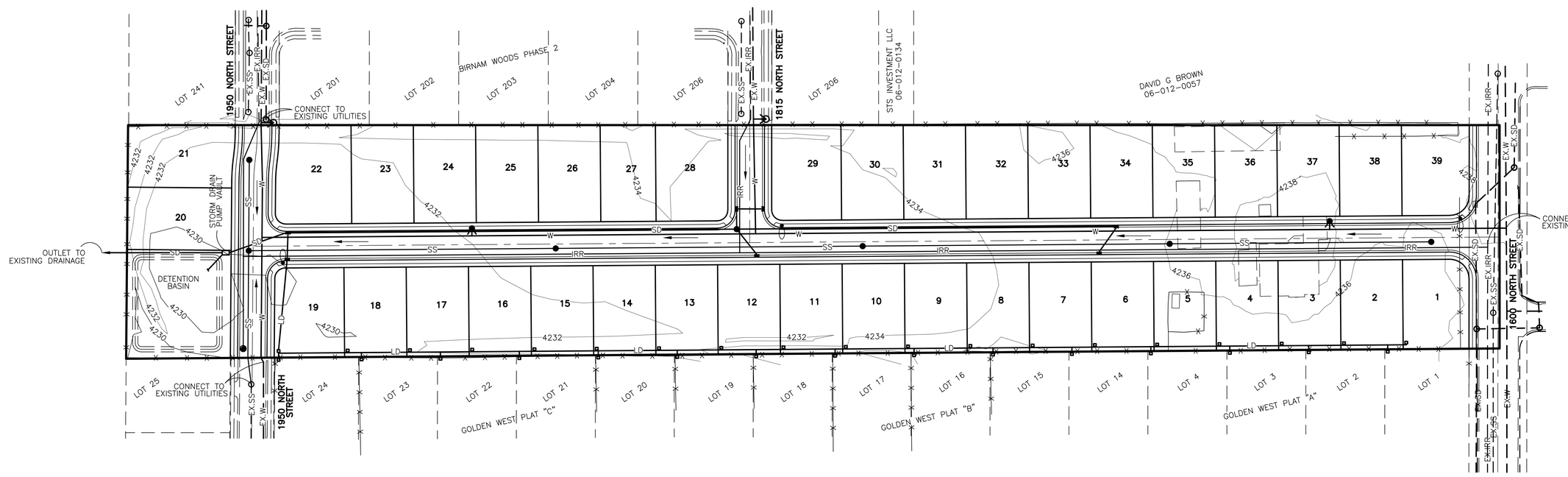
Legend

- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- SS = PROPOSED SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- IRR = PROPOSED IRRIGATION WATER LINE
- EX.IRR = EXISTING IRRIGATION LINE
- W = PROPOSED CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- = EXISTING BUILDINGS
- = EXISTING FIRE HYDRANT
- = PROPOSED FIRE HYDRANT
- = PROPOSED SANITARY SEWER/STORM DRAIN MANHOLE
- = EXISTING SANITARY SEWER/STORM DRAIN MANHOLE
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = AIR-VAC ASSEMBLY
- = PROPOSED STREET LIGHT
- SD = PROPOSED STORM DRAIN
- EX.SD = EXISTING STORM DRAIN
- LD = PROPOSED LAND DRAIN



R.O.W. (a)	(b)	(c)
50'	34'	29'
66'	50'	45'

Street Section



60 0 60 120 180
Scale: 1" = 60'

The Cottages at Havenwood

Ovation Homes, One Level Living at its Best. An Active Adult Subdivision

West Bountiful City, Davis County, Utah

Developer:
Ovation Homes
Brad Frost
893 N. Marshall Way, #A
Layton City, UT. 84041
(801) 564-3898

Revised: Dec. 21, 2015

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

The Cottages at Havenwood
PART OF THE NE 1/4 OF SECTION 13, T2N., R1W., S.L.B & M., U.S. SURVEY
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

Utilities Plan

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: September 14, 2015
Name: The Cottages at Havenwood
Number: 5061-B50

Sheet 2 of 2 Sheets

Reeve
& Associates, Inc.

December 21, 2015

Ben White
West Bountiful City Engineer
801-292-4486

RE: The Cottage at Havenwood, abandoned wells and springs

Ben,

Our field topographic survey of the 9.35 acre parcel did not located any evidence of a well or spring site. If a well or spring is encountered on the site, a registered well driller will be hired to cap/mitigate the well or spring, per state regulatioins.

If you have any questions, or we can be of further assistance, please let us know.

Sincerely,
REEVE & ASSOCIATES, INC.

Chris J. Cave
Project Manage
ccave@reeve-assoc.com

November 10, 2015

Keith Bladen
UDOT Region 1
166 Southwell St.
Ogden, UT 84404
(801) 620-1604
kbladen@utah.gov

Subject: The Cottages @ Havenwood – West Bountiful, UT - Trip Generation Letter

At the request of our client; Ovation Homes, Reeve & Associates was asked to perform a traffic generation analysis involving the proposed Senior Housing development located at approximately 680 West and Pages Lane in West Bountiful, UT. The proposed residential development is to construct 39 Senior Adult Housing – detached units.

The number of passenger vehicle trips that will be generated for the proposed residential development was determined using trip generation figures obtained from ITE Trip Generation Manual 9th Edition. For this Trip Generation letter, Senior Adult Housing - Detached (251) was the figure used. It is assumed that 0.29 A.M. trips per hour are generated per dwelling unit and 0.34 P.M. trips per hour generated per dwelling unit.

The proposed residential development will have 39 dwelling units. The proposed trip generation based on 39 dwelling units is 12 trips per hour during A.M. peak hour flow and 14 trips per hour during P.M. peak hour flow. It was assumed that during the AM hours 43% of the traffic is entering while 57% is exiting, while in the PM hours 56% is entering and 44% is exiting. It was concluded that during the AM peak hour, the proposed development will generate 5 trips per hour entering the site and 7 trips per hour exiting the site while in the PM peak hour, it would generate 8 trips entering the site and 6 trips exiting the site.

See Table 1 below to see the overall results of the Trip Generation.

Table 1 –Vehicle Trip Generation

Peak	*Generated Trips/Peak Hour*	*Trips Entering*	*Trips Exiting*
AM	**12**	**5**	**7**
PM	**14**	**8**	**6**

In conclusion, the proposed Senior Adult Housing will generate a total of 5 entering and 7 exiting trips during the AM peak hour and 8 entering and 6 existing during the PM peak hour.

If you have any questions or if we can be of further assistance, please let us know.

Sincerely,

Nate Reeve, P.E.
Principal Engineer
Reeve & Associates, Inc.

Thomas Hunt, E.I.T.
Civil Engineer
Reeve & Associates, Inc.

OVATION HOMES

Utah's Premier One-Level Living Experience

About Us

- We are a Utah based company with over 35 years of experience building homes.
- We specialize in building homes for retired, active-adults who want the benefits of true one-level living.
- We are setting new benchmarks and record sales in active-adult homes.

OVATION HOMES

About Our Communities

- Public Streets
- Public Sidewalks
- Full Landscaping and Fencing
- Lawn and snow maintenance
- Open and spacious floor plans
- Two and three car garages
- One level living
- Minimum HOA responsibility

OVATION HOMES

OVATION
HOMES

OVATION
HOMES

Example of Trailside

801.444.3639 • OvationHomesUtah.com

OVATION HOMES

Example of Harrisville

Designed to be maintenance free for the Active Adult Buyer

YES

NO

Hardie and Stone

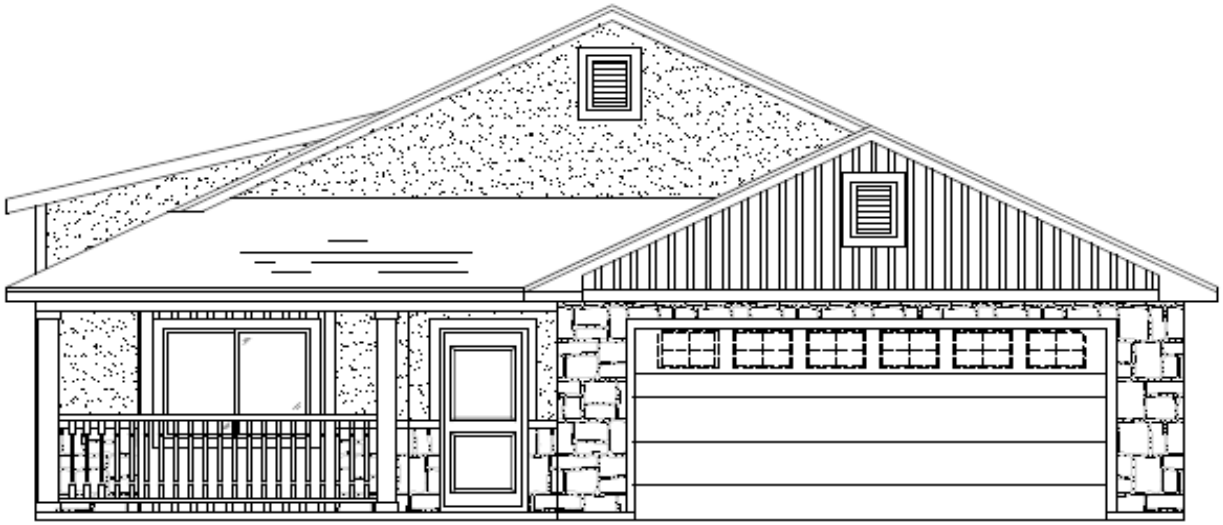
Hardie and Stone

Stucco and Brick

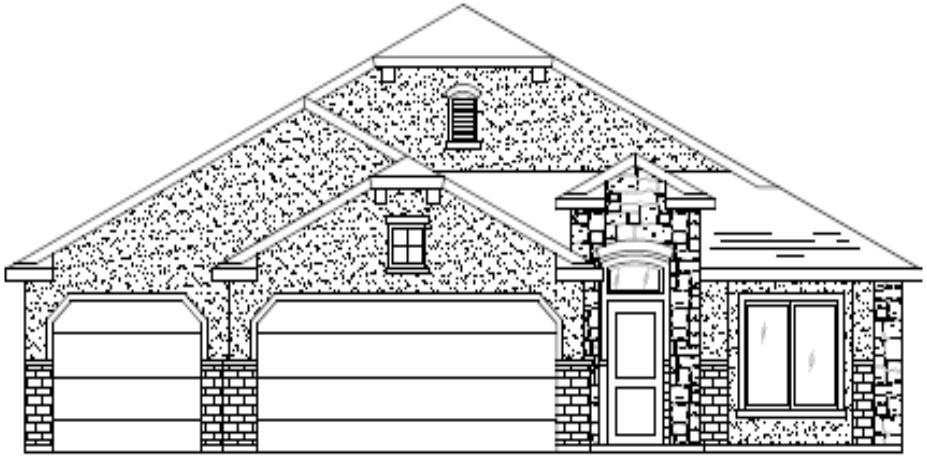
Stucco and Brick

OVATION HOMES- ABERDEEN

OVATION HOMES- CRENSHAW

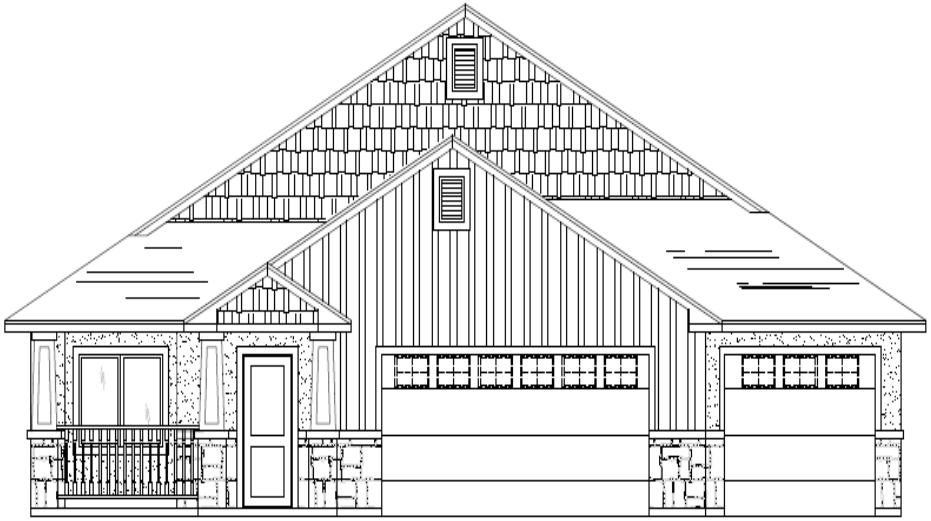


OVATION HOMES- AVERY

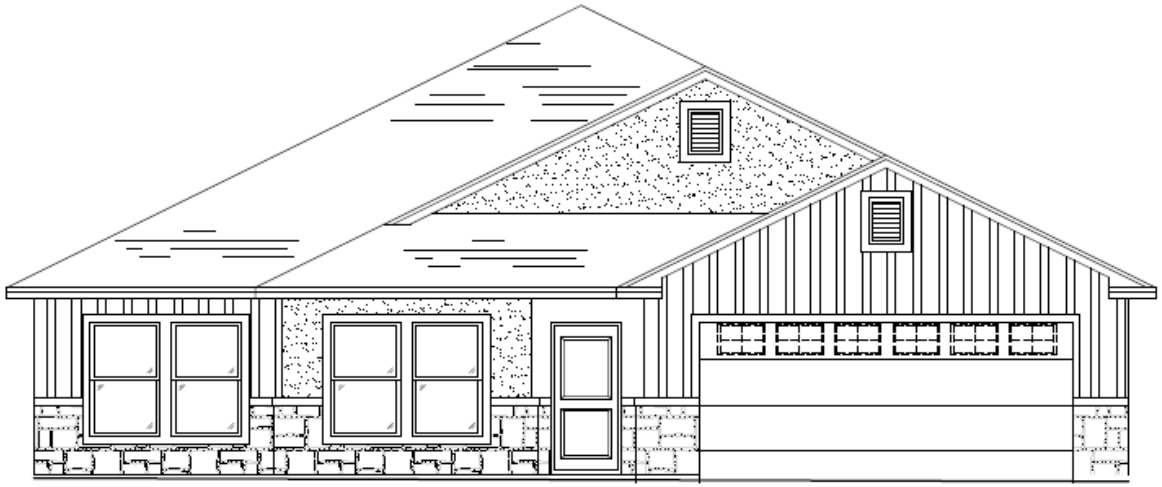


OVATION HOMES- EVERGREEN 2

OVATION HOMES- EVERGREEN



OVATION HOMES- HAMILTON



OVATION HOMES- HAVENWOOD

OVATION HOMES- KINGSTON

Black Walnut Shingles

COLUMNS:
Creamy SW7012

TRIM:
Creamy SW7012

SHAKES:
Renovation CLC1202W

LAP SIDING:
Renovation CLC1202W

White Garage Door Soffit/Fasci

White

STONE: platinum squares

OVATION HOMES

HARDI FRONT ONLY

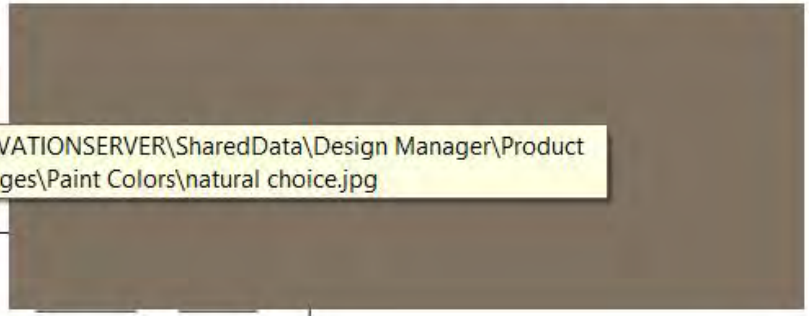
FARMINGTON HOLLOW 2
Exterior Colors

Heather Blend Shingles

COLUMNS AND TRIM:
Natural Choice SW7011

SHAKES:
Library Pewter SW0038

LAP SIDING:
Library Pewter SW0038



\\OVATIONSERVER\SharedData\Design Manager\Product Images\Paint Colors\natural choice.jpg

STONE: black moss squares

Sandstone Garage Door

OVATION HOMES

HARDI FRONT ONLY

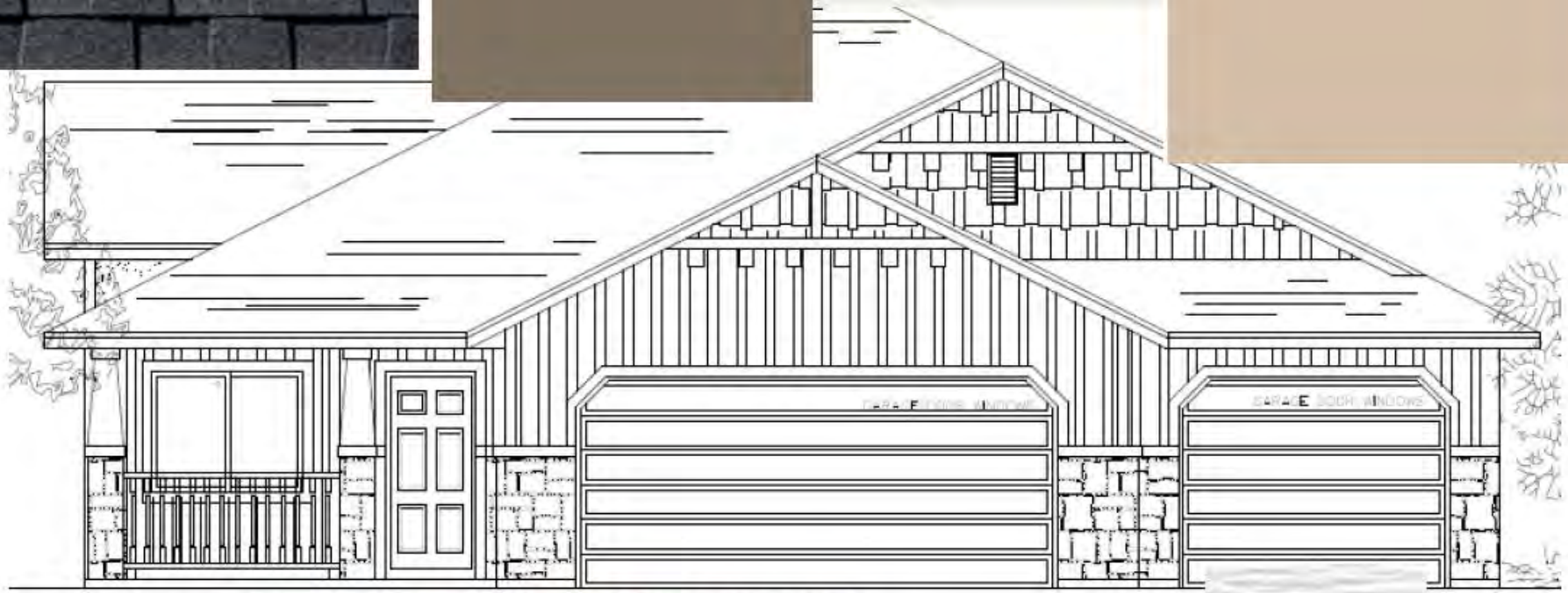
FARMINGTON HOLLOW 13
Exterior Colors

Black Walnut Shingles

BOARD/BATTEN:
Library pewter SW0038

TRIM:
extra white sw7006

SHAKES:
Colonial revival stone sw2827



STONE: white elk

White

White Garage Door Soffit/Fascia

OVATION HOMES

HARDI FRONT ONLY

Trailside Park 92
Exterior Colors

Black Walnut Shingles

COLUMNS:
Pure white sw7005

TRIM:
Pure White SW7005

SHAKES:
Pure White SW7005

STUCCO MAIN:
Grey Cloud

White Garage Door Soffit/Fascia

BRICK: hampton

OVATION HOMES

HARDI FRONT ONLY

Trailside Park 96
Exterior Colors

What we bring to West Bountiful

- Serves a demographic not currently met.
- 16 years of specializing in serving the active adult community.
- We provide a product for Active Adults to stay in the city.
- 16 years of successful HOA's.
- 60% less traffic
- Low impact to schools and parks.
- High Impact on Golf Course.

Control Area Flooding

R-1-10 VS PUD Flood Control

R-1-10--The developer on a R-1-10 has to retain only its own water.

PUD—Ovation has recognized there are water issues existing from previous development.

1) **Ovation will put a land drain on the west side of the property and extend a drainage box on each lot(16 in total).**
2) **Ovation will participate with public works on upgrading existing pump station scenarios.**

OVATION HOMES

Planned unit development Definition (PUD)

From West Bountiful Website

Planned unit development (PUD) means an integrated design for development of residential, commercial or industrial uses, or limited combinations of such uses, in which the density and location regulations of the district in which the development is situated may be varied or waived to allow flexibility and iniative in site and building design and location, in accordance with an approved plan and imposed requirements. Planned unit development regulations may govern the subdivision of land if it is proposed by the development to sell individual lots in the planned unit development. Thus planned unit development regulations can be subdivision regulations which may be chosen by the developer as an alternative to specifically designated subdivision regulations of this title, to become effective only through the planned unit development approval process.

PUD Ordinance

A. Building and Project Design 5%

1 Unit Types and Theme

- Roof style
- Porch
- Patio's
- Fence
- Landscaping
- Easy Maintenance

PUD Ordinance

A. Building and Project Design 5%

- Project Entrances
- Neighborhood Design Elements

OVATION HOMES

PUD Ordinance

B. Innovative Site Plan 5%

"Innovative site plan could include a variety of lot sizes, setbacks and dwelling unit type"

OVATION HOMES

PUD Ordinance

A. Substantial Public benefit 10%

- Road Connectivity
- Resolve Flooding Problems with Public Works Including pump station.
- Picture park
- Provides Product for Active Adults within the city

PUD Ordinance

A. Provision, Protection and Maintenance of Open Space 10%

HOA setup properly so that the picture park / putting green and open space look good in perpetuity.

OVATION HOMES

PUD Ordinance

A. Interior Amenities and Landscaping 5%

- *Tree Lined Streets*
- *Landscaped Dwelling Entrances*
- *Extra exterior lighting creates brighter safer environment.*

Tree Lined Streets

Tree Lined Streets

801.444.3639 • OvationHomesUtah.com

OVATION HOMES

Request To Change Side Yard Setbacks Via Development Agreement

OVATION HOMES

Traditional Side Yard Uses

Traditional Side Yard Uses

Request To Change Side Yard Setbacks Via an Ordinance Change

- RV Parking Not Allowed
- Older Residents are Quieter
- Fences are set in the back corner of yard.
- CC&R's prevent parking on side.
- Driveways will not be paired.
- Window placement make it so owners cannot see into other peoples houses

OVATION HOMES

OVATION HOMES

Utah's Premier One-Level Living Experience

- TEMPLATE -
DEVELOPMENT AGREEMENT
Havenwood SUBDIVISION

This DEVELOPMENT AGREEMENT ("***Agreement***") is made and entered into effective this _____ day of _____, 2016, by and between_Capital Reef Management LLC, a Utah Limited Liability Company ("***Developer***"); and ***WEST BOUNTIFUL CITY***, a Utah municipal corporation (the "***City***").

RECITALS

A. Developer is the owner of approximately 9.13+/- acres of real property located in the City, which Developer proposes to subdivide pursuant to Title (?) of the West Bountiful Municipal Code, as amended (the "***Code***"), under the name of "***Subdivision-PUD***" (the "***Subdivision***").

B. The City's Planning Commission and City Council have approved, subject to certain requirements described below, the final plat for the Subdivision (the "***Final Plat***"), a copy of which is attached as **Exhibit A**.

C. The City's approval of the Final Plat is subject to (1) the execution and recordation of this Agreement or a memorandum of this Agreement; (2) the execution of a bond agreement acceptable to the City as security for the satisfactory completion and warranty of all onsite and offsite improvements required for the Subdivision (collectively, the "***Improvements***"); and (3) compliance with all requirements of the City's zoning ordinances and development regulations, including Title 16 of the Code.

D. Developer is willing to complete the Improvements and develop the Subdivision in harmony with the long-range goals and policies of the City's general plan and in compliance with the Code and this Agreement.

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

1. DEVELOPMENT OF SUBDIVISION. The approved uses, density, intensity, and configuration of the components of the Subdivision are depicted in the Final Plat **(Exhibit A)** and the profile drawings prepared by Developer's engineer, and approved by the City Engineer (collectively, the "***Construction Drawings***"), copies of which are attached as **Exhibit B**. Developer will develop the Subdivision in two phases and in conformity with the requirements of the Final Plat and Construction Drawings.

2. OWNERSHIP OF SUBDIVISION. Prior to recordation of the Final Plat, Developer will provide the City appropriate evidence, including a preliminary title report, of Developer's ownership of all real property within the Subdivision.

3. COMPLETION OF IMPROVEMENTS. Developer will provide, construct, and install the Improvements in a satisfactory manner in compliance with the requirements of this Agreement, the Code, the City's subdivision standards and specifications, and all other applicable laws and requirements (collectively, the "***Subdivision Requirements***"). Developer will complete all of the Improvements within 18 months after the date of this Agreement(starting with the commencement of each phase individually); provided, that upon written application submitted prior to the expiration of the 18-month period, the City,

through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

4. SPECIFIC STANDARDS FOR IMPROVEMENTS. The Improvements will be constructed and installed in accordance with the following standards:

a. Scope of Improvements. The Improvements include all onsite and offsite improvements, both those intended for public dedication (the "***Public Improvements***") and otherwise, described in the Construction Drawings.

b. Culinary Water. All culinary water main lines within the Subdivision will be constructed and tied to the City's existing culinary water main line in strict compliance with the Code and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water.

c. Secondary Irrigation Water. All pressurized secondary irrigation water lines within the Subdivision will be constructed and tied to the Weber Basin Water Conservancy District main trunk line in strict compliance with all applicable standards and engineering requirements of the Weber Basin Water Conservancy District.

d. Sanitary Sewer. All sanitary sewer lines within the Subdivision will be constructed and tied to the South Davis Sewer Improvement District's main sewer trunk lines in strict compliance with all applicable standards and engineering requirements of the South Davis Sewer Improvement District.

e. Storm Drainage. Developer will construct and install adequate storm drainage collection systems, sub-surface collection systems and other surface and underground water drainage facilities in accordance with the Construction Drawings, and in strict compliance with the Code and all other applicable standards and engineering requirements of the City. Developer will obtain a UPDES permit from the State of Utah for storm water pollution prevention. Developer will maintain the permit in place until (1) all disturbed land within the Subdivision is stabilized (meaning paved and concreted, homes built and landscaping installed, or vegetation re-established); or (2) Developer's construction is complete in accordance with this Agreement and all lots in the Subdivision have been conveyed to third parties, whichever occurs first. Developer will tie a land drain on the west side of the property to the existing storm drain/and or detention basin. The land drains will provide additional drainage for previous development issues with the existing homes bordering said property. Developer also will contribute to upgrading the existing pump station and will work with public works on a specific design.

f. Park/Contributions. There is a 7-8,000 square foot detention basin provided by the developer which will be maintained by the HOA. East of said detention, the developer has included two additional lots in the place of open space. The developer will contribute to West Bountiful city $20,000 upon recordation of the plat in place of open space/gazebo.

g. Street Improvements. All street, parking, and hardscape improvements, including curb and gutter, sidewalk, street construction, road surfacing, drainage swales, drive approaches in drainage swales, bridges, trails, walking paths, and associated road improvement structures will be constructed and fully improved in strict compliance with the Code and all other applicable standards and engineering requirements of the City.

h. Construction Period. Developer will otherwise:

(1) Develop the Subdivision in accordance with accepted development procedures;

(2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;

(3) Take reasonable steps to contain and abate dust resulting from construction activities;

(4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the Subdivision reasonably accessible and conducive to travel by trucks and heavy equipment;

(5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the Subdivision;

(6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the Subdivision;

(7) Prevent and abate weeds on property within the Subdivision in accordance with the Code for as long as Developer owns such property; and

(8) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the Subdivision during development and construction; and repairing any such damage at Developer's own expense.

i. Unforeseen Circumstances. The City has provided certain drawings and other information to Developer with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the Subdivision or necessary for the development of the Subdivision. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Developer.

j. Diligent Prosecution of Work. Developer will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

k. Building Permit Prerequisites. The City will authorize the construction of any building within the Subdivision only after the following requirements have been satisfied:

(1) ***Fire Protection*****.** The building will be located on a lot that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection.

(2) ***Street and Parking Surfaces*****.** The building will be located on a lot served by a street surface and parking areas improved to the extent necessary to be passable for fire fighting and other emergency equipment and apparatus. The street surface must be constructed the full width of the final street design, including curb and gutter. All street and parking surfaces must be constructed, at a minimum, with either an asphalt surface course or compacted gravel road base placed to the final finish elevation of the asphalt surface (additional thickness may be required if building construction is to begin during any month from October through March).

(3) ***Sewer Connection*****.** The City has received an acceptance letter from South Davis Sewer District approving connection to the sanitary sewer system.

(4) ***As-built Drawings*****.** Acceptable record/as-built drawings have been submitted to the City for review and acceptance.

l. Stop Work Order. In the event the City determines Developer is in violation of any provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon five (5) days' written notice to Developer, the City may shut down all work on the Subdivision and prevent further construction or building activity until Developer remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

5. DEDICATION OF PUBLIC IMPROVEMENTS. Upon the satisfactory completion and final inspection of the Improvements, Developer will dedicate to the City all Public Improvements, including the culinary water system, storm drain lines, streets, and sidewalk, curb and gutter. Developer will continue to repair and replace the Public Improvements as necessary during the Warranty Period, as provided below.

6. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements and any improvements restored by Developer will comply with the Subdivision Requirements and will remain in good condition, free from all defects in workmanship or materials during the Warranty Period (as defined below), without charge or cost to the City. For purposes of this Agreement, "***Warranty Period***" means the one-year period beginning on the date the City provides Developer written acceptance of the completed Improvements in accordance with Section 16.16.030.N of the Code.

7. SECURITY FOR DEVELOPER'S OBLIGATIONS. To secure the satisfactory completion of the Improvements and Developer's warranty obligations under the Code and this Agreement, Developer and the City will enter into a bond agreement or agreements in a form acceptable to the City (collectively, the "***Bond Agreement***"). Under the Bond Agreement, the City or a federally insured bank will hold in a separate escrow account (the "***Escrow Account***") an amount of money specified in the Bond Agreement (the "***Proceeds***"), subject to authorized disbursements, pending expiration of the Warranty Period. The Proceeds represent 120 percent of the estimated cost of the Improvements, as itemized in the Bond Agreement. Developer will assign to the City all of its right, title, and interest in and to the principal amount of the Escrow Account as an independent guaranty for the satisfactory completion of the Improvements, and the City will be entitled to immediate access to the Proceeds, as provided in the Bond Agreement. Developer will remain fully liable to complete and warrant the Improvements and surface of the Subdivision property even if the Proceeds are inadequate to fully cover the cost to install, repair, or replace them.

8. FEES AND CHARGES. Developer will pay all fees and charges required by the Code, including public improvement inspection fees before the Final Plat is recorded; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

9. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) ***Failure to Complete Improvements.*** Developer fails to complete the Improvements according to the Subdivision Requirements within the time specified in this Agreement.

(2) ***Failure during Warranty Period.*** The City finds any of the Improvements to be substandard or defective during the Warranty Period and, after ten (10) days' written notice of such failure, Developer has not repaired or replaced the substandard or defective Improvements at Developer's own expense; or, if the failure is not capable of being cured within such time, Developer has not commenced to cure the failure within such time and diligently completed the cure at its own expense within a reasonable time thereafter, as determined by the City in its sole discretion.

(3) ***Emergency Situation.*** The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City in its sole discretion.

(4) ***Other Failure.*** Developer otherwise substantially fails to perform its obligations under this Agreement and, after ten (10) days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed at any time before Developer's obligations under this Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any property within the Subdivision or such property is conveyed in lieu of foreclosure before Developer's obligations under this Agreement have been satisfied.

10. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Disbursement of Proceeds. The City will be entitled to withdraw some or all of the Proceeds from the Escrow Account upon written request, in accordance with the Bond Agreement. The City will utilize the withdrawn Proceeds for the purpose of satisfactorily completing, repairing, or replacing the Improvements. In the event the City receives Proceeds in excess of those required to complete, repair, or replace the Improvements, the City will pay the excess Proceeds plus interest to Developer upon final approval of the Improvements at the end of the Warranty Period.

b. Completion of Improvements by the City. The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of completing or remedying the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 10.f.

d. Suspension of Building Permits. The City may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City Council agrees to accept the substitute bond agreement; or (3) other arrangements acceptable to the City Council have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may recover from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

11. INDEMNIFICATION.

a. Generally. Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as the Improvements have been finally completed, whether by Developer or by the City, and the Improvements have been approved and accepted by the City at the expiration of the Warranty Period, except to the extent of any actionable negligence or other fault attributable to the City.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

12. INSURANCE. Developer will maintain throughout the development of the Subdivision and the Warranty Period insurance in types and amounts reasonably acceptable to the City, covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or agent in the development of the Subdivision, including the installation or construction of the Improvements or the completion or repair of the Improvements by the City. Developer's indemnity obligations under Section 11, above, shall include any liability that exceeds the insurance policy limits. Developer will provide at least annually proof of the insurance required under this Agreement. If Developer fails to maintain insurance as required, the City, at its option, may obtain such insurance and collect from Developer the cost of insurance premiums as part of the City's

recoverable costs, as described in Section 10.f. The City may suspend the issuance of any building permits until such insurance is in place.

13. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the other Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or part of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer's performance under this Agreement.

14. CONNECTION TO CITY SYSTEMS. The City will permit Developer to connect the Improvements to the City's water and storm drain systems upon Developer's performance of its obligations under this Agreement and compliance with the Subdivision Requirements, including payment of all connection, review, and inspection fees.

15. INSPECTION AND PAYMENT.

a. Inspection of Improvements. Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Developer or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Developer will pay any required connection fees, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Developer grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property within the Subdivision for the purpose of inspecting, completing, repairing, or replacing the Improvements and taking any other necessary remedial action, both before and during the Warranty Period.

c. Payment to Third Parties. Developer will timely pay all third parties for labor and materials provided for the Improvements. Developer will promptly remove all liens for labor and materials from the Subdivision property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens. The disbursement of Proceeds under the Bond Agreement will be conditioned on the waiver or satisfaction of all such liens.

16. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City's prior written consent. Notwithstanding the foregoing, the covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, assigns, agents, and legal representatives of Developer in the ownership or development of any portion of the Subdivision. The City may record this Agreement or a memorandum of this Agreement.

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

c. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

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

e. 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, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

f. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

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

h. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

i. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO DEVELOPER:	Developer LLC
TO THE CITY:	West Bountiful City Attention: City Administrator 550 North 800 West West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

j. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

k. Exhibits. All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

l. Joint and Several Liability. The obligations of Developer under this Agreement are joint and several.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

DEVELOPER:

Developer LLC

_____

, Manager

THE CITY:

WEST BOUNTIFUL CITY

_____

Mayor

ATTEST:

_____

Cathy Brightwell, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss
COUNTY OF _____)

On the _____ day of _____, 2016, appeared before me _____, who, being duly sworn, did acknowledge that he is the ***Manager*** of ***LLC***, the Developer of ***Subdivision*** named in the foregoing Agreement, and that he signed the Agreement as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the _____ day of _____, 2014, appeared before me ***Kenneth Romney*** and ***Cathy Brightwell***, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

_____
NOTARY PUBLIC

West Bountiful City **PENDING APPROVAL** **December 22, 2015**

Planning Commission

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful City website, and sent to Clipper Publishing Company on December 18, 2015 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, December 22, 2015, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Chairman Denis Hopkinson, Laura Charchenko, Mike Cottle, Alan Malan, and Councilmember Kelly Enquist

MEMBERS EXCUSED: Vice Chairman Terry Turner, Corey Sweat

STAFF PRESENT: Ben White (City Engineer) and Debbie McKean (Secretary)

VISITORS: Gary Jacketta, Nick Mingo

The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman Denis Hopkinson. Alan Malan gave a prayer.

I. Accept Agenda.

Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as posted. Alan Malan seconded the motion and voting was unanimous in favor among members present.

Business Discussed:

II. Discuss the Request by Ivory Homes to Amend the Language in the Blended Use (B-U) Zone.

Included in the Commissioner's Packet was a memorandum dated December 17, 2015 from Ben White regarding B-U Zone Base Density, a letter from Ivory Homes regarding Property at 400 North and 1450 West with an attached site plan, and a copy of Chapter 17.26 Blended Use District, B-U ordinance.

The staff memorandum included the following information:

- Request submitted from Ivory Homes requesting an increase in base density in the Blended Use (B-U) zone to a density greater than one unit per acre.
- Staff prepared a second site plan that shows the area proposed by Ivory Homes in relation to the entire proposed B-U area.
- Identification of the two sections of the B-U Zone Code that applies to this request, which are 17.26.030.B (1) and 17.26.030.D (5).
- Any proposed changes to the B-U code language would require a public hearing which is the same process as other land use ordinance changes.

Chairman Hopkinson introduced the request for Ivory Homes and their request to amend the language in the Blended Use Zone Ordinance by the Equestrian Center and west of that property.

Chairman Hopkinson asked Nick Mingo, representing Ivory Homes to take the stand. Mr. Mingo described the property proposed for this project and some of the challenges in developing the property. He would like the Commissioners to consider some ideas he has creating a Master Plan Community that would compliment West Bountiful and keep the rural feel of the city. He pictures parks, ball fields, and other activity courts, plus a connection to the trail system which currently exists. He does not yet have specific plans but expects 1 acre lots transitioning into ½ acre lots then tucked in the west side of the property would be smaller lots. At full bonus density there would be 206 lots. He welcomed comments or concerns.

Ben White reviewed his memorandum. The Blended Use ordinance is kind of complicated but the residential part of the ordinance is rather simple. He pointed out the two sections in the ordinance that pertain to residential development. Any change to the Ordinance should consider the entire zone and not just the Ivory Homes' property. Mr. White gave the Commissioners an ownership map of who currently owns the individual properties within the area.

He asked for comments from the Commissioners.

Alan Malan asked about the request to amend the ordinance. Mr. Mingo replied that they are asking for the language change to the ordinance and will most likely request a P.U.D for the project. The proposed amenities will be maintained by the HOA and he needs a critical mass of units in order to afford the amenities. Mr. Mingo said he desired about a 175 units and is not sure how that works out lot size wise. He desires ½ acre density only for the purpose of calculating the base density. He added they are in favor of a development agreement. Mr. Malan proposed that there be some equestrian amenities. Mr. Mingo responded that there would be both equestrian and pool amenities.

Laura Charchenko asked if Ivory Homes could apply for a P.U.D instead of having the code language changed. Chairman Hopkinson responded that he believes the whole B-U Code does not need to be changed but rather some definitions added.

Denis Hopkinson reviewed the current plot and the owners of each with the Commissioners. Some of the intent for the B-U zone was to continue development of the Equestrian design much like the Millbridge subdivision. The P.U.D ordinance was changed in 2008 with updated adoptions to that ordinance. Mr. Hopkinson described some of the previous requests to develop the area noting that 1 acre lots have always been the most desirable in this area. He feels that Ivory Homes should try to bring a project proposal that would show the development design, road design, and the desired number of units for that project. He explained some of the situations for that area.

Mike Cottle had no questions or comments at the time.

Kelly Enquist asked how wide the power corridor is and what can and can't be built in that area. Mr. Mingo responded that the area is about 13 acres in size and can house green space, park area and such. They plan on working with Rocky Mountain Power on this issue.

Mr. Hopkinson suggested some possible amenities needed in our city, those being soccer fields and equestrian areas like rodeo rings. Usable open space is desired but we must consider mosquitoes and what moms would want. Mr. Mingo suggested that most of the amenities would be privately maintained but for public use. Mr. Mingo desired to know more of what the city would like equestrian wise. Mr. Hopkinson explained some of the things that have been previously mentioned that would be desirable to the community, such as some places to have horses boarded that would not be on personal property or possibly a large animal veterinary clinic.

Some discussion took place regarding the things that can be done in regards to the B-U zone. Mr. Mingo will bring a concept plan including some of those things he learned would be desirable for the West Bountiful Community.

III. Staff Report

Ben White reported:

- Mr. White reported that the Planning Commission's recommendation to City Council on Ovation Homes led to a work session with City Council and Mr. Frost. Mr. White pointed out that the open space at the north end be exchanged for money to use at the city park and the property be used to have 2 more units in the project. Further discussion took place regarding the work session and the suggested proposals in their discussion.

IV. Approval of Minutes for November 24, 2015

ACTION TAKEN:

Laura Charchenko moved to approve the minutes dated November 24, 2015 as presented. Mike Cottle seconded the motion and voting was unanimous in favor among those members present.

V. Adjournment

ACTION TAKEN:

Laura Charchenko moved to adjourn the regular session of the Planning Commission meeting at 8:21pm. Mike Cottle seconded the motion. Voting was unanimous in favor.

. . . . . .

The foregoing was approved by the West Bountiful City Planning Commission on January 12, 2016, by unanimous vote of all members present.

_____

Cathy Brightwell - City Recorder

Minutes of the West Bountiful City Council meeting held on Tuesday, December 15, 2015 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Debbie McKean, and Mark Preece

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

VISITORS: Alan Malan, Andy Williams, Denis Hopkinson, Brad Frost, Norm Frost, Jeff Wilkinson, Kathy Wilkinson

Mayor Romney called the work session to order at 6:05 pm and welcomed visitors.

Discuss City Code Related to Planned Unit Developments (Section 17.68) and *The Cottages at Havenwood* PUD Request by Ovation Homes

Duane Huffman provided an overview of the PUD ordinance explaining that a PUD deviates from a standard subdivision by providing flexibility and efficiency in certain situations. He explained that a PUD must be approved as an ordinance so it is similar to a zone change. There is a presumption against approval with the applicant bearing sole responsibility to prove it is warranted.

There was discussion about the minimum standards required for a PUD, and categories for bonus density, and any bonus density granted must fit into the following specific categories - building & project design (0-5%); innovative site plan (0-5); substantial public benefit 0-10); and interior amenities and landscaping (0-5). There was also discussion about amenities that benefit the community as opposed to only the development.

Mr. Huffman summarized the staff memo regarding the proposal for The Cottages at Havenwood. Ovation Homes has requested a PUD designation for the 9.35 acre property commonly known as Pony Haven (690 W Pages Lane) to include 37 single level residential homes (as opposed to the 30 lots that would fit in a traditional development) requiring a bonus density of 24%, reducing the lot size and width of each lot below the minimum standard in the R-1-10 zone, and reducing front yard setbacks to 20 ft. and rear yard setbacks to 15 ft.

He then explained that the process of reviewing Ovation's request had to date included several meetings at the Planning Commission and a well-attended public hearing. The Commission ultimately recommended approval and identified several issues they recommend the Council to address in a final decision. Like any other legislative land use item, the Council can now approve, approve with changes, deny, or send back to Planning Commission for further work.

Brad Frost, the owner of Ovation Homes, spoke about the steps they have taken in the community to learn what residents want as part of the proposed development. He explained he is the owner of the property, even though Mike Strand has made some public statements that litigation is on-going. Their business plan is to offer active adult communities, which he has been

doing successfully for 16 years. His company conducted a study of West Bountiful showing a 60% loss of residents over 65 because they no longer desired to live in multi-level homes. Rather than restrict homeowners by age, for example 55 and older, Ovation prefers to place restrictions on the number of people living in the home based on the number of bedrooms; a max of three people can live in two bedroom homes, and four people can live in three bedroom homes.

He talked about their specific proposal which includes single level living, 1500 to 2700 sf homes with 2 and 3 car garages, public streets and sidewalks, landscaping (front & back) included in the sales price, and the HOA covers maintenance of the front yards (snow removal, weed control, and lawn care). He added that this type of development has less traffic impact than a standard subdivision because their clientele makes 4 trips for every 10 trips a standard family makes. He also pointed out they will have little to no impact to schools, and a large impact to the local golf course.

There was discussion about open space and amenities and where they should be located. In response to the idea that the City may not be interested in having a small park so close to the main City Park, Mr. Frost mentioned that in Farmington City his company paid something like an open space credit in lieu of open space in the development. There was also discussion about the value to storm water collection and control this development may have for the community.

Staff will put together a list of specific questions to be answered and additional information to be provided at later date. The Council would like to see examples of all home elevations, buildable site plans, entry sign options, addresses and locations of other developments, and details of the HOA and CC&Rs.

Mayor Romney called the regular meeting to order at 7:30 pm.

The Mayor began the meeting by presenting outgoing Council member Debbie McKean with a plaque and small tokens in recognition of her distinguished service on the Council. Her term will end on January 4th.

Invocation/thought – James Ahlstrom; Pledge of Allegiance – Debbie McKean

1. Accept Amended Agenda

MOTION: ***James Ahlstrom moved to approve the agenda as amended. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.***

2. Public Comment

Jeff Wilkinson, 578 E 250 North, explained he and his wife visited with 22 homeowners near the Pony Haven property. Seventeen of these homeowners signed a document stating their preference for an Ovation-style home, even with 15 ft. rear setbacks and higher density. Others have not voiced objection to the project. All of the residents they spoke with love West Bountiful and recognize that as folks age often split entry homes may no longer make sense. He said he wants to live here for long time and welcomes the diversity of homes. He added that the U.S.

Census reports there will be a 31% drop in West Bountiful residents ages 55-60, 54% drop in residents ages 65-70, and a 78% drop for those 70-74 years of age.

Kathy Wilkinson, 578 E 250 North, talked about the document referenced by Mr. Wilkinson that the residents signed. She clarified they did not go door to door. Their contacts were pretty limited to those who live in the general area that would be affected and in each case was the result of conversation not just a request to sign the petition. Most said they have lost too many friends moving out of the City.

Angie Hawkes 1908 N 685 West, is tired of looking at the mess in Pony Haven and wants homes in there. She added there is no need for a new park as there is a beautiful park two blocks away. She stated she worked for a property management company that managed HOAs for Ivory Homes, and the condition of the properties was much better than surrounding neighborhoods.

Ron Littlefield, lives next to Pony Haven. He and his wife have been talking about selling and moving out of town into a more senior friendly home, and would prefer to stay here and move into an Ovation Home.

Scott Birmingham - 725 West, asked if the 15 ft. setback includes a covered patio. He was told that any structure, including a covered patio, could not be less than 15 ft. from the rear property line under the current proposal.

3. Public Hearing Regarding a Request to Vacate an Easement on the Property at 331 N 750 West.

MOTION: ***James Ahlstrom moved to open the public hearing to receive public comments on the request to vacate an easement at 331 N 750 West. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.***

There were no public comments.

MOTION: ***James Ahlstrom moved to close the public hearing. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.***

4. Consider Resolution 375-15, A Resolution Vacating Portions of a Side and Rear Easement on The Property At 331 N 750 West.

Ben White summarized the request. This subdivision was built with easements on all sides of every lot. The only place to build a shed is the southwest corner so the property owner needs these easements vacated. Utilities are only on north side. Staff suggests vacating only 3 of the total 6 feet that cannot be built upon to provide options to help with drainage.

MOTION: ***James Bruhn moved to approve Resolution 375-15, A Resolution vacating portions of a side and rear yard easement on the property at 331 N 750 West. Mark Preece seconded the Motion which PASSED.***

The vote was recorded as follows:
James Ahlstrom – Aye
James Bruhn - Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Aye

5. Consider Resolution 376-15, A Resolution Adopting a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

Duane Huffman explained the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management is sponsored by the Utah Chapter of the American Public Works Association (APWA) and is intended to facilitate public works entities helping each other in case of emergencies. The agreement creates no obligation that West Bountiful request or respond to requests for help, but it does set procedures, including reimbursement responsibilities, if and when help occurs. He added that due to the agreement's design which is intended to be used across the state, it must be adopted or rejected as presented. He will provide a copy to EmPAC once it is adopted.

MOTION: ***James Bruhn moved to approve Resolution 376-15, A Resolution Adopting a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. James Ahlstrom seconded the Motion which PASSED.***

The vote was recorded as follows:
James Ahlstrom – Aye
James Bruhn - Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Aye

6. Discussion and Possible Motion Regarding Council Member Attendance to the Rural Water Rally 2016 in Washington D.C.

Mayor Romney explained that last Spring West Bountiful won an award for having the best water in the State, and as a result the City's great water is going to the National Rural Water Association competition. The Rural Water Association of Utah (RWAU) will sponsor two city representatives to attend the conference (airfare, hotel, etc.) which includes a general education session, meetings with congressional representatives, and the national finals for best tasting water. As this is such a rare and unique opportunity, it may be beneficial for the City to have additional individuals participate. Based on an initial response from the City, RWAU has booked flights for 6 West Bountiful attendees (2 to be paid by RWAU and 4 to be paid by the City) and 5 spouses to be fully paid by employee/council member. If plans change, the City/employee/council member

will be responsible to pay $450 per ticket and they will have a credit with Southwest Airlines for one year.

Duane Huffman referred to his memo in the meeting packet which estimates costs at approximately $2000/per person for airfare, hotel, conference registration, local transportation, and meals for any additional attendees. He also went over budget options as this expense was not contemplated in the current budget.

Council member McKean expressed concern about the financial commitments made without discussions in previous meetings.

Mayor Romney explained that we were given very little notice and needed to provide numbers to RWAU so discount airfares could be purchased and security clearance process started, so he contacted the Council and there appeared to be a majority interested in allowing additional City representatives to attend.

There was discussion about the pros and cons of attending the conference.

While initially believing this would provide an opportunity to learn more about rural water issues and talk with congressional officials, Council members Ahlstrom and Enquist have since decided not to attend the conference and will reimburse the City for their tickets.

After further discussion, it was decided that Blake Anderson, Steve Maughan, Mayor Romney, and Council member Bruhn attend the conference to represent the City.

MOTION: James Ahlstrom moved to send Blake Anderson and Steve Maughan on behalf of RWAU, and Mayor Romney, and James Bruhn with the expenses taken from miscellaneous Water Department budget. Kelly Enquist seconded the Motion which PASSED with vote of 4-1 with Council member Debbie McKean voting in opposition.

7. Police Report

Chief Hixson referred to his monthly report and offered to answer questions. He said he received Lt. Hamilton's letter announcing her retirement effective July 1, 2016, which will have a big impact to the Police Department. He said at this point, he is anticipating one of the two sergeants will move up to the lieutenant position, and he would like to replace them on March 1. We may also need to replace the detective if that position moves up to Sergeant. There are a lot of potential changes to work out in the next few months.

8. Engineering/Planning Commission Report – Ben White.

The Pages Lane project went out to bid with a due date of January 12. He will plan to bring a bid award to the January 19th City Council meeting. He added that he plans to send the 500 South waterline project out to bid shortly.

Ben discussed the Planning Commission public hearing for Ovation homes. It was well attended with approximately 50% in favor and 50% having concerns. Concerns were primarily due to density and setbacks. He explained that it took 3 motions before it was passed, and then with a vote of 4-1. Council member Bruhn added that he has talked with several surrounding homeowners that have concerns.

Ben said the City has received a request from Ivory homes for a potential text change to the Blended Use Zone chapter of the Land Use Ordinance so that a large development near the Equestrian Center could have a higher base density. The request will be heard at next week's Planning Commission meeting.

9. Administrative Report.

Justice Court Services – Duane Huffman reported that discussions have continued with North Salt Lake to combine Justice Courts. After analyzing new methods in splitting revenues, large fluctuations in year-to-year caseloads have led staff towards a recommendation for the standard 50/50 split. This would make the arrangement nearly identical to the current arrangement with the County, but there remain serious concerns about the County's stability in regards to the Court. He added that the North Salt Lake Court is in session on Tuesday afternoons if anyone wants to go observe. North Salt Lake will give notice of their intent to expand jurisdiction, so transition could happen on July 1, 2016 if we decide to go forward. We will begin working on draft agreements.

Hiring new golf course superintendent – Mayor Romney, James Bruhn, Steve Maughan, Duane Huffman, and Paul Holden make up the initial selection committee and in a meeting last week, reduced the 27 applicants down to 10. They were encouraged with the level of candidates. Interviews will be held on December 21 and December 22.

Elf Tree – We had 82 Elves year and all have been taken, so we are suggesting to those who still want to give to provide gift cards.

We have been very pleased with snow plowing – the public works crew did a great job. Thanks also to Paul Holden and Chief Hixson for helping.

The City Christmas party will be held on Monday, December 21st at noon.

10. Council Reports.

James Ahlstrom –
No report.

Mark Preece –
Youth Council did a good job with Christmas on Onion St. Many reported that it went better this year than years past. Olaf was big hit.

He had a Sewer district handout, and said they will start construction in 6 months on the methane recapture project.

James Bruhn
He thanked Debbie for all of her work and years of service.

Debbie McKean-
The seasonal report from Mosquito Abatement shows the final count of deaths in the United States was six. In Davis County, West Bountiful had the most activity with positive pools, but no deaths. It was reported that West Bountiful ended up with ten no spray zones this year, primarily due to bees. There was discussion about how to handle no spray zones in the future. Can we prohibit them? Will they need to be requested each year? How does identification of

positive pools affect no spray zones? Debbie will check with Mosquito Abatement on these issues and report back to the Mayor.

Kelly Enquist-

He gave compliments to public works for their work during the recent storm. They were very responsive, and he was impressed with their patience.

He also commented that he has heard some comments from residents who are concerned with plans for a new basketball court in the proposed location due to noise and lights.

Mayor Romney-

He also thanked public works for doing an excellent job in this unusually heavy snow storm.

11. Approval of Minutes from the December 1, 2015 City Council Meeting.

MOTION: ***James Ahlstrom moved to approve the minutes from the December 1, 2015 meeting. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.***

Mayor Romney called for a 5-minute break.

12. Possible Executive Session for the Purpose of Discussing Items as Allowed, Pursuant to Utah Code Annotated 52-4-205.

MOTION: ***James Ahlstrom moved to go into Executive Session Pursuant to Utah Code Annotated 52-4-205(1)(a) to discuss the character, professional competence, or physical or mental health of an individual, in the police training room. James Bruhn seconded the Motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn - Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Aye

MOTION: ***Kelly Enquist moved to adjourn the Executive Session at 10:15 pm. Debbie McKean seconded the Motion which PASSED by unanimous vote of all members present.***

13. Adjourn

MOTION: ***Debbie McKean moved to adjourn this meeting of the West Bountiful City Council at 10:20 p.m. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.***

The foregoing was approved by the West Bountiful City Council on Tuesday, January 5, 2016.

_____

Cathy Brightwell (City Recorder)