

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council

James Ahlstrom
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Kelly Enquist
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City Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, DECEMBER 20, 2022, AT THE CITY OFFICES

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

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Memorandum of Understanding with Centerville City and Stokes Stevenson Centerville Flex, LLC for Development at Approximately 640 West 2300 North, West Bountiful, Utah 84087.
4. Presentation of Financial Statements and Independent Audit for the Fiscal Year Ending June 30, 2022.
5. Unclaimed Property Collected by Police Department Converted to Public Interest Use.
6. Meeting Minutes from December 6, 2022.
7. Staff Reports – Police, Public Works, Engineering, Administration.
8. Mayor/Council Reports.
9. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
10. Adjourn.

This agenda was posted on the State Public Notice website, the city website, emailed to the Mayor and City Council, and provided to the Davis Journal on December 16, 2022, by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Mayor & Council

DATE: December 16, 2022

FROM: Duane Huffman

RE: **Memorandum of Understanding with Centerville City and Stokes Stevenson Centerville Flex, LLC for Development at Approximately 640 West 2300 North, West Bountiful, Utah 84087**

This memo introduces a proposed MOU with Centerville City and Stokes Stevenson Centerville Flex, LLC to facilitate the development of property on the north side of the city. The MOU is non-binding regarding future land use approvals.

Background

Stokes Stevenson Centerville Flex, LLC is under contract to purchase approximately 16.85 acres in the area of Syro Steel. About 5.35 acres of this property is within West Bountiful City limits, and the remaining land is within Centerville. The property within West Bountiful City is zoned Light Industrial.

The developer intends to construct a warehouse project consisting of multiple buildings which in some cases could cross current city boundaries. The developer has inquired about the possibility of changing city boundaries or other acts that could simplify their development process.

MOU

In reviewing potential options for streamlining land use review, the two cities and the developer have discussed the likely need for a future interlocal agreement that could govern the land use process and eventual long-term municipal service arrangements. **The purpose of this MOU is to assist the developer by outlining the cities' initial inclination to have the land use development process run through a single jurisdiction – Centerville.**

The MOU is very clear that it is non-binding and that any future land use approvals will be subject to the need for an interlocal agreement and compliance with land use codes.

Staff Review

Staff sees this MOU as a courtesy to the developer, with no risk to the city. The concept as explained so far would be considered Permitted by West Bountiful code, and staff views Centerville's code and land use processes to be more than capable of reviewing the project. If the project moves forward, an eventual interlocal agreement will clarify West Bountiful's involvement.

Memorandum of Understanding

This **MEMORANDUM OF UNDERSTANDING** (this “Document”) is made this _____ day of _____, _____ (the “Execution Date”),

Among:

Stokes Stevenson Centerville Flex, LLC (hereafter referred to as “Developer”) of 1215 Wilmington Ave Ste 120, Salt Lake City, UT 84106;

Centerville City (hereafter referred to as “Centerville”) of 250 N Main St, Centerville, UT 84014; and
West Bountiful City (hereafter referred to as “West Bountiful”) of 550 North 800 West, West Bountiful, UT 84087 (collectively, the “Parties”).

Recitals

Whereas, Developer is under contract to purchase approximately 16.85 acres of real property as more particularly described in Exhibit A (the “Property”); and

Whereas, a portion of the Property is located within Centerville at approximately 1250 West (Child Lane) 200 South, Centerville, Utah 84014, which property is zoned Industrial Very-High (I-VH) under the Centerville Zoning Code; and

Whereas, a portion of the Property is located within West Bountiful at approximately 640 West 2300 North, West Bountiful, Utah 84087, which property is zoned Light Industrial (L-I) under the West Bountiful Zoning Code; and Whereas, Developer desires to develop the Property as a warehouse use project consisting of multiple buildings and related improvements as more particularly set forth in Exhibit B (the “Project”); and

Whereas, the development of the Property is a multi-jurisdictional project since a portion of the Property is located in Centerville and a portion of the Property is located in West Bountiful; and

Whereas, the parties desire to enter into this Document to provide an outline and understanding of the development issues created by the multi-jurisdictional status of the Project.

Background

This Document is intended to set forth the basic understanding of the Parties regarding the development review process for the Property and the basic terms of a possible future interlocal agreement (the “Interlocal Agreement”) between Centerville and West Bountiful regarding municipal services to be provided to the multi-jurisdictional Project, as well as taxes, fees, and revenue sharing. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added and existing terms may be changed or deleted.

Terms of Understanding

The basic terms of understanding for pursuing development approval for the Project and for a possible future Interlocal Agreement between Centerville and West Bountiful (the "Cities") are as follows:

1. Non-Binding

THIS DOCUMENT IS A COURTESY MEMORANDUM INTENDED TO PROVIDE THE PARTIES WITH DIRECTION AND UNDERSTANDING REGARDING THE POSSIBLE PROCESS FOR DEVELOPMENT PLAN APPROVAL FOR THE PROJECT AND FOR FUTURE SERVICES TO BE PROVIDED TO THE PROJECT BY THE CITIES. THIS DOCUMENT DOES NOT CREATE A BINDING AGREEMENT AMONG THE PARTIES AND IS NOT LEGALLY ENFORCEABLE. NOTHING HEREIN SHALL OBLIGATE THE CITIES TO GRANT ANY APPROVALS FOR THE PROJECT OR TO ENTER INTO AN INTERLOCAL AGREEMENT REGARDING COOPERATIVE PROVISION OF SERVICES TO THE PROPERTY AND NOTHING HEREIN SHALL OBLIGATE DEVELOPER TO DEVELOP THE PROJECT OR THE PROPERTY. DEVELOPER PROCEEDS AT ITS OWN RISK IN SEEKING DEVELOPMENT APPROVAL UNDER THE TERMS AND REPRESENTATIONS OF THIS DOCUMENT. NO PARTY MAY RELY ON OR ENFORCE ANY STATEMENT OR EXPRESSION OF INTENT IN THIS DOCUMENT, IRRESPECTIVE OF WHETHER THE CITIES ENTER INTO THE INTERLOCAL AGREEMENT.

2. Development Approval Process

The Parties agree Developer should pursue development plan approval for the entire Project from Centerville. The proposed development plan shall comply with all applicable Centerville ordinances, rules, and regulations. All drawings and plans for public improvements shall comply with the Centerville Standards and Specifications. Uses within the Project shall be limited to permitted and conditional uses within the Centerville Industrial Very-High (I-VH) as set forth in the Centerville Zoning Code (or uses allowed in any other applicable zone if the Property is rezoned), subject to any stricter permitted and conditional uses and restrictions in the West Bountiful Light Industrial (L-I) zone as set forth in the West Bountiful Zoning Code. Any such zoning and land use review, approval, and enforcement authority should be addressed by the Cities in the proposed Interlocal Agreement. ANY APPROVALS OR ENTITLEMENTS ISSUED BY CENTERVILLE FOR PORTIONS OF THE PROJECT WITHIN WEST BOUNTIFUL SHALL NOT BE BINDING OR EFFECTIVE UNTIL AND UNLESS THE CITIES ENTER INTO AN INTERLOCAL AGREEMENT AUTHORIZING CENTERVILLE TO APPROVE AND REGULATE THE PORTION OF THE PROJECT IN WEST BOUNTIFUL.

3. Interlocal Agreement

ANY PROPOSED DEVELOPMENT PLAN FOR THE PROJECT SHALL BE SUBJECT TO CENTERVILLE AND WEST BOUNTIFUL ENTERING INTO AN INTERLOCAL AGREEMENT ADDRESSING, AMONG OTHER MATTERS, THE PROVISION OF MUNICIPAL SERVICES FOR THE PROJECT, CURRENT AND FUTURE ENTITLEMENT AND ENFORCEMENT AUTHORITY, AND TAXES, FEES, AND REVENUE SHARING. The Interlocal Agreement should address and authorize Centerville to approve the development plan under applicable Centerville ordinances, rules, and regulations, including portions of the Project located in West Bountiful. Nothing herein requires the Cities to enter into the Interlocal Agreement, but the Cities acknowledge they intend to negotiate in good faith the

terms and conditions of such an agreement to address the issues created by the multi-jurisdictional Project and to facilitate development of the Property.

4. Addressing Remainder Property

The Parties acknowledge that the Property is part of a larger tract of land, known as the Trinity Steel site, which has different historical and current uses. Any proposed development plan for the Project will need to address the remainder property's noncompliance with zoning. Such remainder property is more particularly described in Exhibit C. Issues of the remainder property to be addressed include, but are not limited to, nonconformities existing on the remainder property or created by the sale of the Property to Developer or due to prior boundary line adjustments, compliance with original site plan or any required site plan amendments needed for the remainder property, and any required code improvements due to the amended site plan, expired nonconforming use or development rights, or any illegalities existing or created on the remainder property.

5. Building Permit Review

The Parties anticipate the building permit review and approval process for the entire Project will be through Centerville in accordance with applicable Centerville building codes, ordinances, rules, and regulations. The Cities should address any such building permit review, approval, and enforcement authority in the proposed Interlocal Agreement. It is anticipated the City responsible for building permit review and enforcement shall be entitled to the fees associated with such regulation.

6. Business Licensing Review

The Parties anticipate the business licensing review and approval process for all businesses and uses within the entire Project will be through Centerville in accordance with applicable Centerville business license codes, ordinances, rules, and regulations. The Cities should address any business license review, approval, and enforcement authority in the proposed Interlocal Agreement. It is anticipated the City responsible for business licensing review and enforcement shall be entitled to the fees associated with such regulation.

7. Utility Services

The following is a proposed distribution of services to be provided to the Project and the anticipated responsible party. The Parties acknowledge this is a preliminary estimate and is subject to change based on further engineering and development planning of the Project. It is intended the utility services for the Project should be provided by the most feasibly accessible means and responsible party based on circumstances, site location, ability to provide such services, and recommended engineering of such services. The Cities should address any utility services, approval, and enforcement authority in the proposed Interlocal Agreement. It is anticipated the City responsible for providing utility services and enforcement shall be entitled to the utility fees and taxes associated with such regulation.

Service	Responsible Party
Culinary Water	To Be Determined
Irrigation Water	To Be Determined
Storm Drain	To Be Determined
Sewer	South Davis Sewer
Gas	Dominion Energy
Electric	Rocky Mountain Power

8. Other Services

The following is a proposed distribution of other services to be provided to the Project and the anticipated responsible party. The Parties acknowledge this is a preliminary estimate and is subject to change based on further development planning of the Project. It is intended other services for the Project should be provided by the most feasibly accessible means and responsible party based on circumstances, site location, and ability to provide services. The Cities should address any additional services, approval, and enforcement authority in the proposed Interlocal Agreement. It is anticipated the City responsible for providing other services and enforcement shall be entitled to the services fees and taxes associated with such regulation.

Service	Responsible Party
Addressing	To Be Determined
Police	To Be Determined
Fire & Emergency	South Davis Metro Fire

9. Taxes, Fees, and Revenue Sharing

The Cities anticipate taxes, fees, and any other municipal revenue sharing for the Project shall be based on a pro-rata proportionate share calculation for such funds as may be agreed upon by the Cities in the proposed Interlocal Agreement, subject to applicable County and State law. Absent an Interlocal Agreement between the Cities, Developer should pay any applicable development fees, application fees, impact fees, licensing fees, or other development approval, review, or enforcement fees to Centerville. Centerville will hold all such fees applicable to West Bountiful in trust pending execution of the Interlocal Agreement. All fees shall be paid at the time of application or applicable trigger in accordance with Centerville ordinances, rules, and regulations. Such fees shall be paid in the applicable amount set forth in the Centerville Fee Schedule at the time the fees are paid. Absent an Interlocal Agreement, Developer or property owner of record shall pay applicable property taxes, sales taxes, and other governmental taxes in accordance with current local, County, and State tax policies and regulations. The Cities should address any taxes, fees, and municipal revenue sharing in the proposed Interlocal Agreement.

10. Future Changes to Development Plans or Project

In the event there are future changes to approved development plans as prepared in accordance with this Document, such amendments to the approved development plans shall

follow the same approval process set forth herein. The Cities should address any future changes to development plans for the Project or Property in the proposed Interlocal Agreement.

11. Boundary Line Adjustment Option

The Parties may pursue a municipal boundary line adjustment at any point in the development review process in accordance with applicable provisions of State law. It is anticipated, however, that such a boundary line adjustment or the necessity of a boundary line adjustment will be determined in the future once the Project development plan is more formalized and engineering details are provided. Depending on how the Project is developed, a municipal boundary line adjustment may not be necessary.

12. Timeframe

This Document will commence on the Execution Date and will terminate on the execution date of the Interlocal Agreement or notice from any Party that it is terminating this Document or terminating negotiations of the Interlocal Agreement.

[Signatures on following page.]

Developer

Authorized Official: _____

Signature

Printed Name and Title

Address: _____

Phone: _____ Email: _____

Centerville

Authorized Official: _____

Signature

Printed Name and Title

Address: _____

Phone: _____ Email: _____

West Bountiful

Authorized Official: _____

Signature

Printed Name and Title

Address: _____

Phone: _____ Email: _____

Exhibit "A"

Legal Description of Property

PARCEL 1:

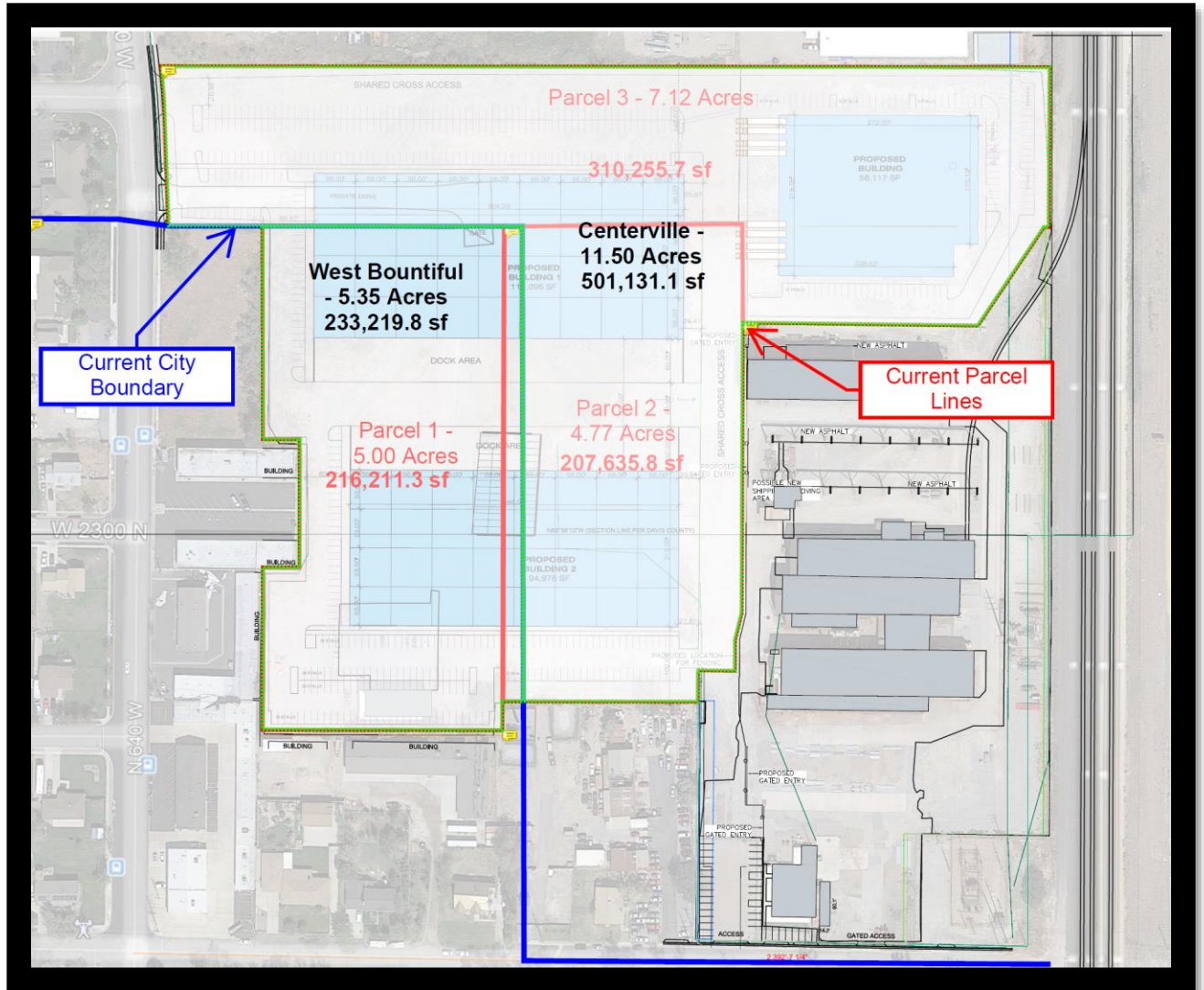
BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET;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

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 143.14 FEET WEST AND 8.48 CHAINS SOUTH AND 453.68 FEET NORTH 88°54'30" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PORTER LANE AND 324.36 FEET NORTH 00°34'44" EAST ALONG A FENCE LINE FROM THE NORTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 89°51'46" WEST 269.28 FEET; THENCE NORTH 00°34'44" EAST 647.06 FEET; THENCE SOUTH 89°51'46" EAST 734.73 FEET; THENCE SOUTH 33°58'38" WEST 161.16 FEET; THENCE NORTH 89°16'52" WEST 320.74 FEET; THENCE SOUTH 00°12'44" WEST 395.27 FEET; THENCE SOUTH 13°47'20" WEST 37.99 FEET; THENCE SOUTH 00°12'44" WEST 41.85 FEET; THENCE NORTH 89°25'16" WEST 50.10 FEET TO A FENCE LINE; THENCE SOUTH 00°34'44" WEST 42.78 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S LAND AT A POINT 38.060 CHAINS, MORE OR LESS, EAST AND 6.36 CHAINS, MORE OR LESS, NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EAST LINE OF GRANTOR'S LAND NORTH 217.78 FEET; THENCE WEST 1205 FEET, MORE OR LESS, TO THE EASTERLY LINE OF A FRONTAGE ROAD; THENCE ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A 1949.86 FOOT RADIUS CURVE 216.78 FEET, MORE OR LESS, TO A POINT NORTH 0°23'30" EAST 1.0 FEET FROM THE SOUTH LINE OF GRANTOR'S LAND; THENCE SOUTH 0°23'30" WEST 1.0 FEET TO THE SOUTH LINE OF GRANTOR'S LAND; THENCE ALONG SAID SOUTH LINE EAST 1199.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



*Actual land acreage and square footage that lies within each city is to be determined by an agreed upon third party surveyor.

Exhibit "B"

Project Description



Exhibit "C"

Legal Description of Remainder Property

Located at Approximately 950 West 400 North, Centerville, Utah

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PORTER LANE (400 SOUTH), WHICH IS 143.1 FEET WEST AND 8.48 CHAINS SOUTH AND 170.00 FEET NORTH 88°54'30" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 13;

THENCE NORTH 88°54'30" WEST 283.68 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PORTER LANE (400 SOUTH);

THENCE NORTH 00°34'44" EAST 367.14 FEET ALONG AN ESTABLISHED FENCE LINE;

THENCE SOUTH 89°25'16" EAST 50.10 FEET;

THENCE NORTH 00°12'44" EAST 41.85 FEET;

THENCE NORTH 13°47'20" EAST 37.99 FEET;

THENCE NORTH 00°12'44" EAST 395.27 FEET;

THENCE SOUTH 89°16'52" EAST 320.74 FEET;

THENCE NORTH 33°58'38" EAST 161.16 FEET TO AN IRREGULAR FENCE LINE;

THENCE SOUTH 89°51'46" EAST 2.31 FEET ALONG SAID IRREGULAR FENCE LINE TO THE WEST LINE OF THE OLD O.S.L.R.R. RIGHT-OF-WAY;

THENCE SOUTH 00°12'44" WEST 829.28 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO THE UTAH POWER & LIGHT CO.;

THENCE NORTH 88°54'30" WEST 190.00 FEET ALONG THE NORTH LINE OF SAID PROPERTY;

THENCE SOUTH 00°20'34" WEST 150.00 FEET TO THE POINT OF BEGINNING.

MEMO

To: Mayor Romney and West Bountiful City Council

From: Brandon Erikson, Chief of Police

Date: December 15, 2022

Re: Property Disposal

With our evidence room storage being limited, we have started the process of disposing of property from evidence in accordance with UCA 24-3-103. Under Utah code, found property in which we are unable to locate an owner and after posting notice of disposal; may be applied to public interest use. The code also requires permission to be given by the legislative body of the agency's jurisdiction before the items may be applied to public interest use.

We have identified several items where no owner could be found, and no one has come to claim the property after notice. A list of the items has been attached to this memo. The items listed will be applied to the West Bountiful Public Works Department and the Lakeside Golf Course.

Found Property for Public Interest Use Conversion	
Property Item	Intended Use
22" Husqvarna Lawn Mower	Lawn mowing – Public Works
Craftsman B2200 Leaf Blower Serial 1D26MDA1184	Property Maintenance – Public Works
Two pairs of bolt cutters	Property Maintenance – Public Works
Stihl Weed Eater, Serial #05067	Lawn Care – Public Works
Napa Furious Jack, 2 Ton	Vehicle Maintenance – Public Works
Taylormade Golf Clubs, Golf Balls, Golf Gloves, Tees	Golf Lessons – Lakeside Golf Course

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, December 6, 2022, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

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

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

EXCUSED: Council member James Bruhn

PUBLIC: Alan Malan, Richmond Thornley

Mayor Romney called the regular meeting to order at 7:30 pm. Rod Wood provided a prayer, and Mark Preece led the Pledge of Allegiance.

1. Approve the Agenda.

MOTION: *Mark Preece made a Motion to approve the agenda as posted. James Ahlstrom seconded the Motion which PASSED unanimously.*

2. Public Comment – Two Minutes Per Person, or Five Minutes if Speaking on Behalf of a Group.

Alan Malan, resident, stated he is opposed to the city handing over animal control responsibility to Davis County, as proposed in agenda item #3. He does not believe it will be good for West Bountiful citizens as the city may not be kept up to date on future changes the County makes.

3. Ordinance 464-22, An Ordinance Amending WBMC Title 6 – Animals to Adopt Davis County Code Title 6 – Animals, by Reference.

Duane Huffman explained that for many years Davis County has provided animal control services for every city in the county through a contractual relationship. The cities have been billed annually based on a formula related to population and the number of service calls. The county has provided animal control officers and the animal shelter.

Beginning in January 2023, the cities will no longer contract with the county for animal control services. The county will adopt a property tax to fully fund their operations, and animal control services will become a full county function.

West Bountiful City's ordinance (Title 6 of WBMC) appears to be an identical copy of the county's current Animal Control ordinance. As the city has had little involvement with animal control functions and it is becoming an official county service, staff is proposing to replace Title 6 with language that defers to current county ordinances and any future updates. This will help create a more uniform understanding and implementation across the county and will ensure the ordinances remain up to date.

There were questions about the city's role in future changes. Mr. Huffman explained that nothing will change, they will continue to do what they are doing today. Animal control services are difficult to provide, and we have no desire to have our own animal control officer and our own animal shelter. The city retains the right to adopt exceptions in the future, if necessary, but staff recommends letting the county establish the regulations they believe best serve the residents of the county. If they determine changes are necessary, they will notify us.

As far as protections the city may want, he reminded the council that the city's land use code will still cover things like regulation of farm animals and kennels.

Mr. Huffman clarified changes to funding. The city currently pays the county around \$17,000/year for animal care services. The city's property tax will be reduced by an equal amount and Davis County will adopt a property tax to fully fund their operations, and animal control services will become a full county function. If they find they need more in the future to cover things like a new animal shelter, they will need to go through the truth in taxation process.

MOTION: *James Ahlstrom made a Motion to Approve Ordinance 464-22 Amending WBMC Title 6. Mark Preece seconded the Motion which PASSED as reflected below.*

James Ahlstrom – aye

James Bruhn – excused

Kelly Enquist – aye

Mark Preece – aye

Rod Wood – aye

4. Resolution 529-22, A Resolution Updating the Housing Element of the West Bountiful General Plan.

Duane Huffman explained the need to re-adopt the recent update to the General Plan with two technical changes to comply with UCA 10-9a-403(2)(b)(iii). The state's Division of Housing and Community Development is required by law to review the city's report and made the interpretation that the city's General Plan update was in non-compliance with state code because the plan did not use the verbatim language of the code when listing the strategies.

The proposed update corrects the language so that it now matches the exact language of state code.

MOTION: *Rod Wood made a Motion to Approve Resolution 529-22 Updating the Housing Element of the West Bountiful General Plan. James Ahlstrom seconded the Motion which PASSED as reflected below.*

James Ahlstrom – aye

James Bruhn – excused

Kelly Enquist – aye

Mark Preece – aye

Rod Wood – aye

5. Discuss UDOT I-15: SLC to Farmington – Environmental Impact Statement Alternatives.

Duane Huffman provided information on the newly released draft alternatives provided by UDOT for the I-15 project. He summarized the elements of importance to the city and said he is meeting with leadership from south Davis cities on Friday to see if there are any joint comments that can be submitted to support our combined interests. He suggested the city does not need to limit its comments to the UDOT alternatives but can make separate comments to address everything we are concerned with.

Duane explained that all of the interchanges will be modified, and the freeway will be widened to accommodate more traffic including HOV lanes that in some cases may be reversible based on time of day needs and will not allow vehicles to enter or exit in our area.

He noted that the proposed expansion will primarily impact properties on the east side because the railroad tracks limit expansion to the west through most of the city. In West Bountiful, it appears there will be adequate space in the area of The Commons and Gateway shopping centers but north of 400 N may be at risk.

There was discussion about whether widening I-15 to accommodate additional lanes is in the best interest of the community. There are arguments that additional lanes do little to alleviate traffic and the new West Davis Corridor will capture a lot of north bound traffic at Farmington which is usually where the bottleneck occurs. Chief Erikson added that the HOV lanes will have jersey barriers separating them from the primary lanes and will make responding to accidents difficult. The council did not support the idea of reversible lanes.

Mr. Huffman commented that one goal of the project is to eliminate the left southbound offramp to 500 West. UDOT is proposing several options, e.g., 1) A flyover from the right side that connects with 500 West, and 2) Add an offramp at 400 North. The council's preference is to go with the flyover option, so we don't lose traffic to our businesses on the north end of 500 West, and also so that traffic on 400 N isn't worsened.

There was also discussion about adding sidewalks and bike lanes to both sides of 400 N, and the benefits of a trail system along I-15 similar to the Legacy trail. Council members were supportive of these ideas.

On 500 South east of the freeway it is important to protect West Bountiful businesses on the north side. A median would stop traffic from being able to turn left into our business district and should be opposed. There was also discussion about how best to make the interchange more pedestrian friendly and provide better access to the FrontRunner station with something like an elevated walkway.

Based on tonight's discussion, Duane will put together a draft to circulate to council members.

6. Meeting Minutes from November 1, 2022.

MOTION: James Ahlstrom Made a Motion to Adopt the Meeting Minutes from November 1, 2022, as presented. Rod Wood Seconded the Motion which PASSED Unanimously.

7. Staff Reports

Police – Chief Erikson

- Police case statistics for October were reviewed.
- Jordyn O'niotes was hired as the new police secretary and started work yesterday.
- Officer Jeron Thompson has completed his second year with the city.
- Officers Halliday and Bjorndal are attending phlebotomy training. This will mean we won't have to call SDMF when we need blood drawn.
- West Bountiful Police department has been accepted into the Active Bystandership for Law Enforcement (ABLE) project. This is a great program for agencies committed to building a culture

of peer intervention by providing strategies and tactics to law enforcement officers to prevent misconduct, reduce mistakes, and promote health and wellness.

Public Works – Steve Maughan

- Google Fiber is busy with two crews on two different permit areas in the city. They have asked to add a third crew, but we have told them two is enough for now.
- Ivory homes is still pushing hard to complete their public improvements. They were able to install curb and gutter, and now working on road prep for paving.
- Residential secondary water meters are being installed by Weber Basin.
- Construction of the Public Works facility is moving right along. The building should be enclosed next week.
- New carpet is being installed at city hall and taking longer than expected.
- There has been a lot of city property damaged recently by vehicles – fences, light pole, etc.

Engineering – Kris Nilsen

- Finishing up grant application for WFRC. We were awarded \$300k for the 1100 West sidewalk project from Davis County and are trying to leverage this funding for additional grants.
- Working on culinary and road project designs for 2023.

Community Development – Cathy Brightwell

- Youth Council is finalizing their plans for *Christmas on Onion Street* this coming Saturday at the city park. Activities and games will run from 2-4 pm and include performances from the West Bountiful Elementary school choir and Bountiful Junior High Madrigals. The Santa parade will begin at 5 pm from city hall.

Administration - Duane Huffman

- The city holiday dinner party will be held Thursday, December 8 at Joy Luck beginning at 6 pm.
- We are near completion for the water master plan based on current zoning. An appendix to the report will explain the impact to the water system of up-zoning areas in the city.
- We have been working with a developer and Centerville on undeveloped land on the Syro Steel property. The majority of the property is in Centerville so we are working on a concept that would have the project go primarily go through Centerville for land use approvals, contingent on compliance with West Bountiful code.

8. Mayor / Council Reports

Rod Wood – as mentioned earlier, the UDOT I-15 transportation project is moving forward. There will be a meeting on Friday with South Davis city leadership to discuss needs, priorities, and concerns.

Mark Preece – said he received a report of a lot of tires on the east end of Porter Lane that need to be removed. Steve Maughan said the police took a report on it several weeks ago and because it's in Centerville, they should be handling it. He committed to follow-up.

South Davis Sewer District is looking to fill a vacancy on the board. Resource recovery including food waste and methane business is up for sale through a broker.

James Ahlstrom – no report.

Kelly Enquist – asked about the status of lights at city park. Steve Maughan said he is waiting on a on the quote we received several months ago and will follow-up.

Mayor Romney – the Jacobson's, our YCC advisors intend to resign effective January 2023. He asked council members to think about residents who might be able to take over.

9. Closed Session, if needed

No closed session needed.

10. Adjourn.

MOTION: Mark Preece made a Motion to Adjourn the Meeting at 8:58 pm. Rod Wood Seconded the Motion which PASSED Unanimously.

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, December 20, 2022.

Cathy Brightwell, City Recorder



West Bountiful Police Department November 2022 Statistics

Total Calls for Service: 495

- Incidents 260**
- Traffic Stops 235**
- Citations 41**
- Warnings 194**

DUI – 5 (drug related 4)

Theft – 8

Agg Assault on Police - 1

Vehicle Theft – 1

Evading - 1