

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

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

City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, DECEMBER 3RD, 2024, AT THE CITY OFFICES

Invocation/Thought – Dell Butterfield; Pledge of Allegiance – James Ahlstrom

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Public Hearing – Proposed Residential Rear Yard Setback Code Change.
4. Public Hearing – Proposed Airport Overlay Zone.
5. Ordinance 496-24 – An Ordinance Enacting Title 17.45 of West Bountiful City Code Adopting an Airport Overlay Zone.
6. Consider Suspension of Excavation Restriction for DelNoble Subdivision - 1130 N 800 W.
7. Resolution 561-24 – A Resolution Re-Appointing Council Member Mark Preece to the South Davis Sewer District Board of Trustees.
8. Resolution 562-24 – A Resolution Approving an Interlocal Agreement Between West Bountiful City and Weber Basin Water Conservancy District for the 660 West Roadway Project – 400 North to 1000 North Project.
9. Discuss Potential Code Enforcement Tools.
10. Meeting Minutes from November 19th, 2024.
11. Staff Reports–Police, Public Works, Engineering, Community Development, Admin.
12. Mayor/Council Reports.
13. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
14. Adjourn.

The above agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCity.org), posted at city hall, and emailed to the Mayor and City Council on November 27th, 2024.

MEMORANDUM



TO: City Council

DATE: November 27th, 2024

FROM: Staff

RE: Code Change Application - Rear Yard Setback Regulations in R-1-10 Zone - Schilling

This memo introduces a text change amendment application from Staci and Dustin Schilling related to rear yard setback requirements for main structures in the R-1-10 zone (attached).

Application

On October 25th, 2024, Dustin and Staci Schilling submitted a text change application to change current setback regulations in the R-1-10 zone. The application requests to amend the current regulation of 30' down to 20' along 30% of the rear property line, while the remaining 70% maintains a 30' setback requirement. This proposal stems from the applicant's desire to build an addition that would extend into their current rear yard setback.

Setback Background

West Bountiful City currently has a 30' setback requirement in the rear yard for main structures in all residential zones. After some investigation, city staff were able to determine that this requirement has existed since at least 1965 and possibly even longer.

There are many reasons as to why rear yard setbacks in residential zones exist. Some of these reasons include:

- Usable backyards;
- Privacy;
- Noise mitigation;
- Safety and access in case of fires or other disasters;
- Aesthetic and predictable development patterns.

Planning Commission Review and Recommendation

The planning commission discussed the application on November 12th and 26th, while also holding a public hearing on the 26th. After some discussion, the commission concluded to not recommend approval of the original application/proposal, but found that the rear yard setbacks in the R-1-10 zone should be amended all together. The planning commission's motion (approved 3-2) was to provide a negative recommendation of the original application, and provide a positive recommendation to amend current rear yard setback regulations in the R-1-10 from 30' to 20' along the entire property line.

Staff are in the process of compiling some the reasoning behind the commission's recommendations.

Council Action

Following a public hearing, the city council may approve, deny, or amend the proposal from the Schillings. Based on the planning commission's motion, staff is awaiting further council direction before drafting an ordinance for consideration. Further direction may include:

1. Directing staff to draft an ordinance enacting the proposal from the Schillings.
2. Making a motion to deny the request from the Schillings
3. Directing staff to draft an ordinance in line with the planning commission's recommendation to change rear yard setbacks in the R-1-10 zone.
4. Directing staff to research and provide additional information/options regarding rear yard setbacks.



APPLICATION TO REZONE/CHANGE TEXT

West Bountiful City
PLANNING AND ZONING
550 N 800 W
West Bountiful, UT 84087
(801) 292-4486
www.WBCity.org

PROPERTY ADDRESS: 850 Heritage Pointe Circle **DATE OF APPLICATION:** 10/25/2024

PARCEL NUMBER: 062860031 **CURRENT ZONE:** R-1-10 **PROPOSED ZONE:**

LEGAL DESCRIPTION ATTACHED: YES NO

Applicant Name(s): Dustin and Staci Schilling

Applicant Address (if different than above):

Primary phone: 801-699-3955 **E-mail address:** Staci.hafen@gmail.com

Describe in detail the request being made and the reasons why the change will benefit the people of West Bountiful. A separate sheet with additional information may be submitted if necessary.

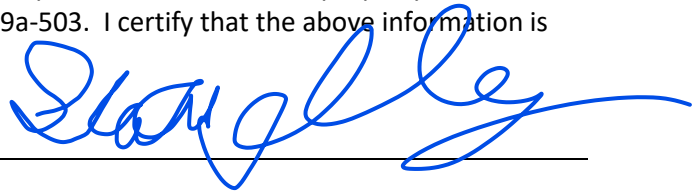
Rear Yard Regulations in the R-1-10 Zone are not currently meeting the needs of the residents of West Bountiful.

17.24.050 Yard Regulation A.4 Rear Yard. a. The minimum rear yard setback

We propose an amendment to the current zoning regulations to allow residential properties to have the main structure set back 20 feet from the rear property line in 30% of the lot, instead of the existing requirement of 30 feet for the entirety of the property line.

I hereby apply to change text in the West Bountiful Municipal Code, or rezone the property identified above in accordance with the provisions of Utah State Code 10-9a-503. I certify that the above information is true and correct to the best of my knowledge.

Date: 10/25/24

Applicant Signature: 

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date:

Public Hearing Date:

Letters sent to affected neighbors:

Public Notice Sign Placed

Planning Commission Approval:

City Council Approval:

MEMORANDUM



TO: City Council

DATE: November 27th, 2024

FROM: Staff

RE: Ordinance 496-24 – Proposed Airport Overlay Zone

This memo introduces a proposed airport overlay zone, which must be adopted in cities which contain an airport influence area by December 31, 2024, per Utah Code 72-10-403.

Background

In 2023, the Utah State Legislature passed HB 206, establishing airport land use amendments. These amendments establish requirements for land located within an airport influence area which is defined as land within 5,000 feet of an airport runway. A small area within West Bountiful city limits is also within 5,000 feet of the Sky Park Airport runway. The planning commission held a public hearing on 11/26/2024 to receive public comment regarding the proposed overlay zone.

Proposal

The overlay zone will include two small areas of land that will be located within the airport influence area, which are shown on the attached map (Exhibit A). The proposed language has been reviewed by legal counsel, and the planning commission has forwarded a recommendation to approve the proposed overlay zone.

The proposed overlay does the following:

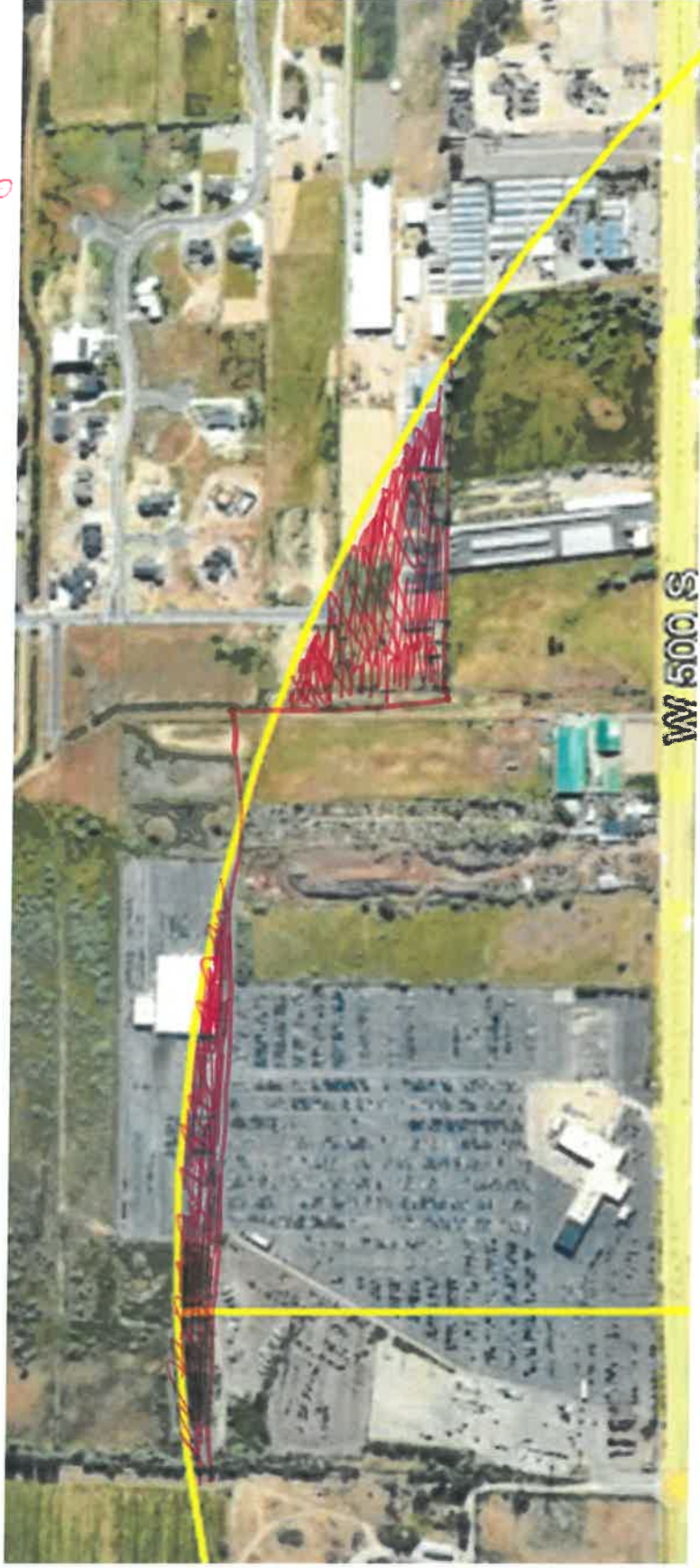
- Defines terms related to airports and airport hazards.
- Restricts any permits for new development or non-complying uses that would create an airport hazard.
- Requires the city to provide notice of aircraft overflights and noise to anyone proposing to develop within the overlay.
- Requires developers and to conform with federal regulations

Options

The city council can consider the following options:

1. Approve Ordinance 496-24, adopting the proposed Airport Overlay Zone.
2. Direct staff and consultants to bring back either other specific proposals or a larger review of options related to the proposed zone.

West Bountiful - Airport Overlay



N
+
W E S

5000 ft from Sky Park
Airport in Woods Cross

WEST BOUNTIFUL CITY

ORDINANCE #496-24

AN ORDINANCE ENACTING TITLE 17.45 OF WEST BOUNTIFUL CITY CODE ADOPTING AN AIRPORT OVERLAY ZONE

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

WHEREAS, the West Bountiful City Council desires to be compliant with Utah Code 72-10-403, which mandates that cities located within an airport influence area adopt an airport overlay zone; and

WHEREAS, the West Bountiful City Council held a properly noticed public hearing on December 3rd, 2024, to consider the proposed overlay zone; and

WHEREAS, the West Bountiful Planning Commission has recommended the approval of the Airport Overlay Zone.

NOW THEREFORE BE IT ORDAINED by the city council of West Bountiful that the WBMC Title 17.45 be enacted as shown in exhibit A.

This ordinance will become effective upon signing and posting.

Adopted this December 3rd, 2024.

By:

Kenneth Romney, Mayor

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

Attest:

Remington Whiting, City Recorder

NEW CODE CHAPTER

17.45 Airport Overlay Zone (NEW)

17.45.010 Creation and Purpose

17.45.020 Definitions

17.45.030 Airport Zoning Regulations

17.45.040 Conflicting Zoning Regulations

17.45.010 Creation and Purpose

There is hereby created within the city an airport overlay zone, as designated on the city's zoning map, as amended. Unless the zoning map provides otherwise, the airport overlay zone shall be coextensive with the airport influence area, as defined in this chapter. The purpose of the airport overlay zone is to prevent the creation or establishment of an airport hazard and to eliminate, remove, alter, mitigate, or mark and light existing airport hazards to promote the public health, safety, and general welfare.

17.45.020 Definitions

"Airport" means any publicly used area of land or water that is used, or intended to be used, for the landing and take-off of aircraft and utilized or to be utilized in the interest of the public for these purposes.

"Airport hazard" means any structure, tree, object of natural growth, or use of land that potentially obstructs or otherwise impacts the safe and efficient utilization of the navigable airspace required for the flight of aircraft in landing or take-off at an airport.

"Airport influence area" means land located within 5,000 feet of an airport runway.

"Airport overlay zone" means a secondary zoning district designed to protect the public health, safety, and welfare near an airport that:

- (a) applies land use regulation in addition to the primary zoning district land use regulation of property used as an airport and property within an airport influence area;
- (b) may extend beyond the airport influence area;
- (c) ensures airport utility as a public asset;
- (d) protects property owner land values near an airport through compatible land use regulations as recommended by the Federal Aviation Administration; and
- (e) protects aircraft occupant safety through protection of navigable airspace.

"Avigation easement" means an easement permitting unimpeded aircraft flights over property subject to the easement and includes the right:

- (a) to create or increase noise or other effects that may result from the lawful operation of aircraft; and
- (b) to prohibit or remove any obstruction to such overflight.

17.45.030 Airport Zoning Regulations

- A. No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use or structure to be modified so as to become a greater hazard to air navigation than it was on the effective date hereof.
- B. The city shall have authority, through its police power, to abate as a public nuisance any airport hazard within the airport overlay zone.
- C. The city shall notify a person building on or developing land within an airport influence area, in writing, of aircraft overflights and associated noise.
- D. Any proposed development within an airport influence area is required to conform with 14 C.F. R Part 77 and, as a condition to granting a building permit, subdivision plat, or a requested zoning change within an airport influence area, the person building or developing land may be required to grant or sell to the airport owner, at appraised fair market value, an aviation easement.

17.45.040 Conflicting Regulations

This chapter shall govern any conflicting regulation in the municipal code applicable to land within the airport overlay zone, and shall be subject in all cases to any conflicting federal or state regulation.

MEMORANDUM



TO: Mayor and City Council

DATE: November 27, 2024

FROM: Kris Nilsen, City Engineer

RE: DeNoble Subdivision - Request for Suspension of Excavation Restriction at 1130 N 880 W.

This memo introduces and reviews a request for a suspension of the current excavation restriction on 800 W.

Background

West Bountiful Municipal Code 12.08.030 allows the city to impose restrictions on excavations in roads for 5 years after they have been constructed, re-constructed, or overlaid. 800 W from 400 N to Pages Ln was re-constructed in 2020, and has one more year for this restriction.

WBMC 12.08.040 authorizes the council to suspend such restrictions in certain circumstances, including “To permit the installation of service laterals, the need for which could not have been reasonably anticipated..”

The proposed DeNoble Subdivision located at 1128 N 800 W contains one new lot and has received preliminary plat approval from the planning commission. New service laterals to the new lot for gas (Dominion Energy) and Irrigation Water (Weber Basin Water Conservancy District) are needed to cross 800 West.

Analysis

It is up to the council to decide if the needed service laterals could have been reasonably anticipated by the property owner when 800 W was constructed.

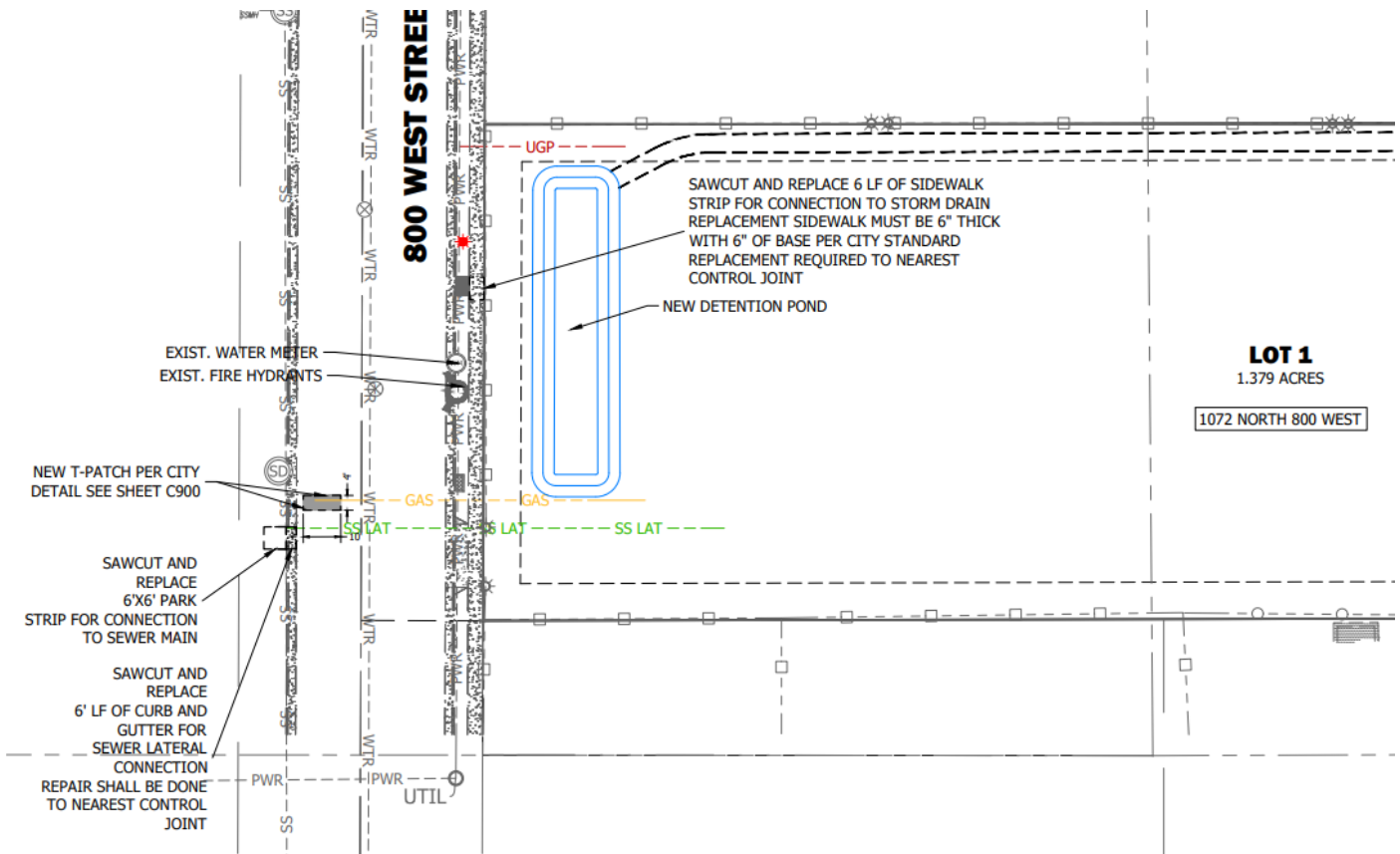
Both utilities have agreed to minimize the street cut to a single bore pit over the top of the existing mainlines to make the lateral connections. The laterals will be bored from the interior of the new lot to the bore pit in the asphalt. The total area of the proposed street cut is 4ft x10ft (40 sf).

Recommendations if Approved

Staff are generally supportive of an exception for this project. If the council approves the temporary suspension of the restriction, staff recommends the following:

1. Require fee payment per WBC 12.08.040 B., the fee for excavation permit granted shall be two times the normal amount for work performed during the second half of the restriction period.
2. Require the following street cut and repair terms determined by the City Engineer to be completed as per WBC 12.08.040 C. requires,
 - Minimize the area of the street cut per approved construction drawings by sharing one pit.
 - Repair trench and asphalt as per approved construction drawings which require flowable fill and six-inch-thick asphalt T-patch.

A motion to approve the exception could be: “I make the motion that the city council finds that the request meets the terms outlined in WBMC 12.08.040 and hereby grants a temporary suspension of the excavation restriction per the terms in the staff memo for the DeNoble subdivision at 1130 N 880 W.



WEST BOUNTIFUL CITY

RESOLUTION #561-24

A RESOLUTION RE-APPOINTING COUNCIL MEMBER MARK PREECE TO THE SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES

WHEREAS, West Bountiful City is entitled to appoint a member of the Board of Trustees of the South Davis Sewer District for the purpose of representing the interests of the City on said Board; and

WHEREAS, U.C.A 10-3b-104 grants the Mayor the authority to appoint members of the city council to various assignments and functions, with the advice and consent of the council.

NOW THEREFORE, BE IT RESOLVED by the West Bountiful City Council that it consents to the mayor's appointment of Mark Preece as the West Bountiful City's representative to the South Davis Sewer District Board of Trustees, with the term ending on December 31, 2028.

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

Passed and approved by the City Council of West Bountiful this December 3rd, 2024.

Ken Romney, Mayor

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

ATTEST:

Remington Whiting, City Recorder

MEMORANDUM



TO: Mayor & Council

DATE: November 27, 2024

FROM: Duane Huffman

RE: **Interlocal Agreement with Weber Basin Water Conservancy District for 660 West Project**

This memo recommends the adoption of a resolution authorizing an interlocal agreement with Weber Basin regarding the construction of a secondary water line as part of the 660 W project.

Background

The city currently plans to replace the culinary water system and rebuild the road on 660 W from 400 N to 1000 N beginning in early 2025. As part of the project, Weber Basin wants to install an additional secondary main line to service the properties along the project. Rather than trying to coordinate between a city contractor and a district contractor, the city staff has requested that Weber Basin's work be done under the city's contract.

Proposed Interlocal Agreement

The key elements of the proposed agreement include:

- Weber Basin will design their work and prepare everything needed for the bid process.
- The city will advertise and award the entire project (city and district elements).
- The project will be awarded based on the costs to the city (1.d.).
- Weber will be responsible for inspecting the work associated with their lines.
- The costs will be kept separate, and Weber Basin will reimburse the city for the work.

Recommendation

Staff believes the process outlined in the interlocal agreement is the most effective and efficient way to coordinate Weber Basin's work to minimize disturbances to the city's project. Legal counsel has reviewed the agreement, and it has been approved by the district's board.

RESOLUTION NO. 562-24

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE 660 WEST ROADWAY PROJECT - 400 NORTH TO 1000 NORTH PROJECT

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, (1953) as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements become effective; and

WHEREAS, West Bountiful City and Weber Basin Water Conservancy District have negotiated an Agreement for the purposes of completing the 660 West Roadway Project - 400 North to 1000 North Project as one combined project;

WHEREAS, West Bountiful City and Weber Basin Water Conservancy District find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City as follows:

A. The attached Agreement, entered with Weber Basin Water Conservancy District for the purposes of the 660 West Roadway Project - 400 North to 1000 North Project (the "Agreement"), is hereby authorized as an Interlocal Agreement;

B. The Agreement is hereby approved and is incorporated as part of this Resolution by this reference;

C. To the extent required for the efficient performance of its obligations hereunder, the interpretation and performance of the Agreement by West Bountiful City shall be governed by the provisions of the Agreement and not by the West Bountiful Procurement Code.

D. The Mayor is hereby authorized and directed to execute the Agreement for and on behalf of West Bountiful City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY,
STATE OF UTAH, ON THIS 3rd DAY OF December, 2024.

WEST BOUNTIFUL CITY
A MUNICIPAL CORPORATION

Kenneth Romney, *Mayor*

ATTEST:

Remington Whiting, *City Recorder*

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
WEST BOUNTIFUL CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE
660 WEST ROADWAY PROJECT – 400 NORTH TO 1000 NORTH PROJECT**

This Interlocal Agreement is made by and between West Bountiful City, a body politic and political subdivision of the State of Utah, having its principal business address at 550 North 800 West, West Bountiful, Utah (hereinafter the "City") and Weber Basin Water Conservancy District, a body politic and political subdivision of the State of Utah, having its principal business address at 2837 East Highway 193, Layton, Utah (hereinafter "WBWCD"), individually referred to as a "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated (1953), as amended;

WHEREAS, WBWCD is a water conservancy district duly organized under Title 17B of the Utah Code Annotated (1953), as amended;

WHEREAS, the City will be completing road improvements and utility infrastructure improvements as part of the 660 West Roadway Project — 400 North to 1000 North Project;

WHEREAS, WBWCD already has secondary water transmission pipelines and services along 660 West; and

WHEREAS, WBWCD intends to contract for the installation, at its sole cost and expense, of a secondary water distribution pipeline and service laterals along 660 West, which is encompassed within the City's project;

WHEREAS, the Parties desire to work cooperatively to increase efficiency and uniformity and possibly decrease costs by combining their respective projects into one project (hereinafter "Project"); and

WHEREAS, the Parties believe they can ensure efficiencies by awarding all work along 660 West to a single qualified contractor.

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the City and WBWCD do mutually agree and undertake as follows:

Section One Scope of Agreement

Intent. The Parties intend by this Agreement to combine their respective projects into a single project for the purposes of bidding and construction.

Specifically, this Agreement addresses the respective obligations of the City and WBWCD in relation to preparing, bidding, awarding, and managing the Project. The City shall be the lead agency, with each Party's responsibilities defined in Sections 2 and 3.

Section Two The City's Responsibilities

The City agrees to:

1. Oversee and manage the administration of the Project from bidding to completion, including:
 - a. Advertise the Project in accordance with current State procurement noticing laws;
 - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter the "Project Manual");
 - c. Conduct a Public Bid Opening;
 - d. Select and award the contract for the Project to the responsible and responsive contractor with the lowest bid (hereinafter "Contractor"); provided, that the City shall determine the lowest bid based on the portion of the Project to be paid for by the City, after input from WBWCD;
 - e. Collect required performance bonds, payment bonds, and insurance from Contractor;

- f. Conduct a pre-construction meeting with all Parties and Contractor;
 - g. Issue the Notice to Proceed to Contractor;
 - h. Process and pay all Contractor pay requests;
 - i. Issue Project Change Order(s) to Contractor, where necessary;
 - j. Issue a Project Certificate of Substantial Completion to Contractor; and
 - k. Issue a Project Notice of Final Acceptance to Contractor.
2. The Project Manual shall include the following additional requirements/language:
- a. Contractor shall add "Weber Basin Water Conservancy District" as an additional insured on required insurance certificate.
3. Coordinate with WBWCD in: (a) the preparation of the Project Manual, including all required experience, qualifications and capabilities for the installation of secondary water pipelines, service laterals, and meters; and (b) selection of the Contractor that meets all requirements set forth in the Project Manual.
4. Provide inspections of all Project work completed.
5. Coordinate Project inspections with WBWCD by providing notification to WBWCDs authorized representative one (1) working day prior to work on items included in WBWCD's portion of the Project (collectively, "WBWCD items") being done.
6. Notify WBWCD of all Contractor payment requests that contain WBWCD Items and obtain concurrence from WBWCD of pay request prior to approving pay request and issuing payment.
7. Notify WBWCD of all Contractor change order(s) that contain WBWCD Items and obtain concurrence from WBWCD of any change order prior to approving.
8. Maintain and oversee Project records and provide electronic versions (e.g. project manual, record drawings, etc.) to WBWCD.

Section Three WBWCD's Responsibilities

WBWCD agrees to:

1. Provide the City with detailed information about all necessary experience, qualifications and capabilities required for installation of secondary water meters and installation of lines and laterals for secondary irrigation water; said details are to be included in the Project Manual.
2. Prepare drawings and details for the secondary distribution water pipeline, connections to secondary water transmission pipeline, new secondary service laterals, and secondary meter relocation for the Project.
3. Prepare line item bid sheets for all WBWCD improvements and repair, including item description, item quantity, item bid unit and a measurement and payment description for each item.
4. Coordinate with the City and provide necessary design input and information for the preparation of the Project Manual.
5. Provide a representative to attend all Project-related meetings, where applicable.
6. Coordinate with the City on the selection of the Contractor; provided, that the determination of the lowest bid shall be based on the portion of the Project to be paid for by the City, after input from WBWCD.
7. Provide and coordinate inspections of all Project work related to WBWCD Items.
8. WBWCD will be solely responsible for all inspections associated with its secondary water lines, laterals and water meters.
9. Within three (3) business days of request from the City:
 - a. Provide written approval or comments for pay requests related to WBWCD Items.
 - b. Provide written approval or denial of change order requests related to WBWCD Items.

Section Four Payment

The City and WBWCD will establish and maintain their own budgets for expenses related to this Agreement. For the Project, the City shall make payment in full to Contractor and request reimbursement from WBWCD.

1. WBWCD will pay the actual costs of construction work for WBWCD Items in the Bid Schedule and Project Manual; provided, however, that the costs described in the Bid Schedule are subject to change orders as provided in the Project Manual. WBWCD is to be given prior notice of any proposed change orders affecting its portion of the Project; such change orders shall not be approved by the City without the prior written approval of WBWCD.
2. WBWCD will reimburse the City for costs related to engineering and public information services associated with the secondary distribution water lines, laterals and meters on the project. The cost for these services is presently estimated to be \$ _____. The parties will agree, at a later date, by written addendum, on the exact or final amount to be paid by WBWCD.
3. Before paying Contractor for work associated with WBWCD's secondary water system, the City shall submit Contractor's pay request to WBWCD and WBWCD shall, within three (3) days of receipt of the pay request provide its approval of the pay request, or if not approved, provide detailed comments as to why approval is not given.
5. Within thirty (30) days of receipt of an invoice from the City setting forth items approved as provided in subparagraph 4, above, WBWCD shall submit payment to the City.

Section Five

General Provisions

1. Limitations. Except as outlined by this Agreement, or by Agreement separate from this, neither party assumes any responsibility to inspect, install, operate, or otherwise maintain the other party's portion(s) of the Project. Further, this Agreement does not impose on either party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. Authorized Representative. Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

The City
Duane Huffman
City Administrator
801-292-4486
DHuffman@WBCityUT.org

WBWCD
Scott Paxman
General Manager
801-771-1677
spaxman@weberbasin.gov

The authorized representative(s) shall have full power to bind the City and WBWCD, respectively, in decisions related to Project and not require approval from City elected officials or WBWCD Board Representatives, unless otherwise required by their individual purchasing policy. Each may designate an authorized representative upon written notice to the other party.

3. Term and Renewal. This Agreement shall be for a period of twenty-four (24) months beginning upon the effective date in paragraph 5, or until such time as the construction of Project as described herein is complete, including the one-year warranty period, whichever comes first.
4. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice from the City Mayor or the WBWCD Board of Trustees provided to the City Recorder / Board. Upon termination of the Agreement, WBWCD shall have thirty (30) days to pay any outstanding balance owed to the City.
5. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in Title 11, Chapter 13, Part 2, Utah Code Annotated (1953), as amended, and as outlined in subparagraph 16 below.
6. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from each Party, along with being approved as to form by the WBWCD Attorney and the Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
7. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
8. Indemnification. Each party agrees to indemnify, defend, and save and hold harmless the other party and its respective officers, trustees, agents, employees, and permitted assigns against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and

- c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. Hired Consultant Status. It is understood and agreed by the parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as an employee of either Parties.
11. Public Agencies — Utah Governmental Immunity Act. Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act; is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation that would adversely affect this Agreement. Nothing herein shall be construed by any Party or any third party as a waiver of any rights, privileges or immunities granted to the Parties under the Utah Governmental Immunity Act.
12. Documents on File. Executed copies of this Agreement shall be placed on file in the offices of the City and WBWCD, and shall remain on file for public inspection for the duration of this Agreement.
13. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the substantive and procedural laws of the State of Utah.
14. Non-transferable. The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
15. Rules of Construction and Severability. Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the

Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of this Agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the Agreement is preserved. Each Party has been represented by legal counsel in the negotiation and drafting of this Agreement; therefore, any rule or presumption that a contract be interpreted against its drafter shall not apply to this Agreement.

16. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

(Signatures on next page.)

AN INTERLOCAL AGREEMENT BY AND BETWEEN
WEST BOUNTIFUL CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE 660 WEST ROADWAY PROJECT – 400 NORTH TO 1000 NORTH PROJECT

DATED this _____ day of _____, 2024

WEST BOUNTIFUL CITY

Mayor, WEST BOUNTIFUL CITY

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

DATED this 21 day of November, 2024

WEBER BASIN WATER CONSERVANCY DISTRICT



General Manager

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:



Assistant General Manager



WBWCD Attorney



MEMORANDUM

TO: Mayor & Council
DATE: November 27, 2024
FROM: Duane Huffman
RE: **Code Enforcement – Legal Tools**

This memo reviews current code enforcement provisions and introduces new concepts for the council's deliberations. Once the council is comfortable with a direction, staff will draft code amendments for further consideration.

Current Code Enforcement

West Bountiful Municipal Code currently has the following enforcement provisions:

- When specifically stated, violations of the city code may be considered a Class C misdemeanor. Examples include:
 - Maintaining a nuisance (WBMC 8.12.080.D.);
 - Emergency reporting abuse (WBMC 9.16.040);
 - Curfew violations (WBMC 9.20.030);
 - Storm water violations (WBMC 13.30.100.D.);
- If the code deems something to be unlawful or no specific penalty is provided, a violation can be considered a Class B misdemeanor (WBMC 1.16.010.C);
- In the case of Nuisances, the code includes (8.12.080):
 - Abatement by the city;
 - Monetary fines of between \$100 - \$200 a day;
 - Civil actions (taking the offender to court);
 - Charge of a Class C misdemeanor (done by a police officer);
 - Eviction.

Changes for Consideration

In reviewing the city's current code, staff and legal counsel believe additional clarifications and tools would be beneficial to protecting the health and safety of community. We propose discussing:

1. Moving the provisions found under nuisance enforcement (8.12.080) to a place of more general application so they apply to land use violations and other violations of the municipal code.

2. Adding specific provisions about assessing inspection, abatement, and administrative costs and penalties and including them in a code enforcement tax lien that may be augmented by certification of costs and expenses to the county treasurer under Section 10-11-3, which was amended effective July 1, 2024.
3. Including clearer reference to Utah Code, Title 10, Chapter 11 (abatement of weeds, garbage, public nuisances), so as to incorporate any procedures and penalties available under that chapter in our ordinance.

After council discussion, staff will prepare code amendments as directed.

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, November 19th**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

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

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

PUBLIC: Alan Malan, Brent Bushman, Richmond Thornley, Melissa Morley, Wes Morley, Cosette Curtis, Michelle Curtis, Josh Edwards, Cindy Edwards, Simon Mortenson

EXCUSED:

Mayor Romney called the meeting to order at 7:33 pm. Jenn Nielsen gave an Invocation, and the Pledge of Allegiance was led by Dell Butterfield.

1. Approve Agenda

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

2. Public Comment

Michelle Curtis – 465 N 660 W - Shared her approval of the city's plan to install sidewalk on 660 W. She also shared how she would not support a homeless shelter in the city.

3. Public Hearing – Proposal to Vacate Portion of Public Utility and Drainage Easement at 697 West 1815 North.

Kris explained that the Morley's submitted an application to reduce the easement along the West and South side of their property so that they could build a garage.

MOTION: *Dell Butterfield made a motion to open the Public Hearing on Proposed Easement Vacation at 697 West 1815 North. Jenn Nielsen seconded the Motion which PASSED by unanimous vote of all members present.*

No comment.

MOTION: *Mark Preece made a motion to close the Public Hearing on Proposed Easement Vacation at 697 West 1815 North. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

4. Ordinance 494-24 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Southern and Western Property Lines at 697 West 1815 North.

MOTION: *Kelly Enquist made a motion to approve Ordinance 494-24 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Southern and Western Property Lines at 697 West 1815 North. Dell Butterfield seconded the Motion which PASSED.*

The vote was recorded as follows:

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

5. Ordinance 495-24 – An Ordinance Amending the West Bountiful Municipal Code 17.50.030 Regarding Front Yard Fences.

Duane presented the code change application. He explained that the applicant had previously submitted a permit application to build a fence in his front yard but was denied due to the current city code. The resident requested that 6' front yard fences be permitted if the property contained frontage exceeding 200', if the fence was 70% transparent, had an offset of 20' from the front side facades of the dwelling, and there was a setback of 6' from the property line. The recommendation from the planning commission was to approve the code change. Duane clarified that these regulations would be subject to clear view regulations. The council ultimately decided that the 6' setback and 70% transparency requirement were not needed.

MOTION: *Jenn Nielsen made a motion to approve Ordinance 495-24 – An Ordinance Amending the West Bountiful Municipal Code 17.50.030 Regarding Front Yard Fences subject to legal review. James Ahlstrom seconded the Motion which PASSED.*

The vote was recorded as follows:

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

6. 1100 W (200 N – 400) East Side Project Design Review.

Duane explained that the city was awarded grant funds to complete the missing section of sidewalk on the eastern portion of 1100 W. He then presented a diagram which indicated the impacts of the project. The council discussed the possibility of reducing a portion of the

proposed 6' wide sidewalk to 4' to minimize the impact on the north side of the project. The council also discussed the idea of reducing the road width down in order to provide less impact to yards. The consensus following the discussion was to proceed with a design that reduces the sidewalk down to 4' in front of 3 homes to minimize the impact.

7. North Water Tank Irrigation Water Options.

Duane explained that West Bountiful owns and operates two water tanks outside of the city. The northern tank is located at approximately 450 N 600 E, Bountiful and is comprised of a few parcels totaling about 1.4 acres. The city currently pays at least \$1,056.91 in annual assessments for secondary water although the city does not have any improved landscaping or use any secondary water. City staff had discussed the option of forfeiting the water allotment, but Bountiful Irrigation claims it would be very difficult to get this allotment back. The council asked what the landscaping currently looked like. Steve Maughan explained that they occasionally clean up trees and it does not appear overgrown. The council told Duane that once city staff had done enough research, that staff could make the decision.

8. Consider Letter of Support for Restoration of Train Quiet Zone.

The council was in support of the letter.

MOTION: *James Ahlstrom made a motion to support the Letter of Support for Restoration of Train Quiet Zone. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

9. Meeting Minutes from October 1st, 2024.

MOTION: *James Ahlstrom made a motion to approve the minutes from October 1st, 2024 with the edit of Wallentine in the public comment section. Mark Preece seconded the motion which PASSED by unanimous vote of all members present.*

10. Staff Reports

Police – Brandon Erekson

- The police department has started handing out parking notices over the weekend.
- The radio system switch took place last week.
- The trunk or treat was a success.

Public Works – Steve Maughan

- Playground grand opening was a success.
- Playground canopies will be placed next spring.
- Working on placing holiday lights and banners this week.

Engineering – Kris Nilsen:

- Focusing on 1100 W and 600 W projects.
- Highgate #2 received preliminary approval from the planning commission.

- 141 • Delnoble subdivision received preliminary plat approval from the planning commission.
142 Community Development – Remington Whiting
143 • Presented a code enforcement report for the months of October and November.
144 • Duane explained that staff and Steve Doxey were looking into enforcement mechanisms for
145 code violations.
146 Public Administration– Duane Huffman
147 • Continues to work with UDOT on I-15 expansion project.
148 • The proposed group home’s reasonable accommodation was denied.
149

11. Mayor/Council Reports

151 James Ahlstrom –

- Nothing to report

153 Dell Butterfield –

- The recreation center board is working on next year’s budget.

155 Kelly Enquist

- Mosquito abatement meeting. Working on a new budget.
- Shared appreciation for everyone that attended the Arts Council concert.
- Shared appreciation for everyone that helped with the grand opening at the park.

159 Jenn Nielsen –

- Retreat for the YCC in October was a success.
- Trunk or Treat was a success.
- Playground grand opening was a success.
- Christmas on Onion Street and Santa Parade on December 7th,
- Mayor Romney recommended using Holly Refinery’s fire truck for the Santa Parade.
- Asked about the study at the intersection of 400 N and 800 W. Duane said that they were following up on the report.

167 Mark Preece –

- Working on the bonding for the first round of north plant improvements.

169 Mayor Romney –

- Wasatch Waste Management District has made some additions to their recycling program.
- Asked about the status of the legalization of golf carts on city streets. Duane then asked if the council wanted to continue to discuss it in future council meetings. Council member Butterfield said he would like to have a discussion on it.

12. Adjourn

177 **MOTION:** *Jenn Nielsen made a motion to adjourn the meeting of the West Bountiful*
178 *City Council. Kelly Enquist seconded the motion which PASSED by*
179 *unanimous vote of all members present.*

185 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
186 *present on December 3rd, 2024.*

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Remington Whiting, City Recorder