



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015

January 21, 2020

Mayor

Erik Craythorne

Council

Gary Petersen, Mayor Pro Tem

Jerry Chatterton

Andy Dawson

R. Kent Henderson

Annette Judd

City Manager

Kyle Laws

ADMINISTRATIVE SESSION

6:00 PM (Board Room) – OPEN TO THE PUBLIC

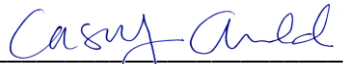
1. Discussion Regarding a State-Wide Utility License Agreement with UDOT – Mr. Kyle Laws pg. 5
2. Discussion Regarding Elected Officials' Pay – Mr. Kyle Laws pg. 9
3. Discussion Regarding Ovation Homes Project Proposal for the Property at 4500 W 1200 S – Mr. Boyd Davis pg. 13
4. Discussion Regarding Accessory Building Standards – Mr. Boyd Davis pg. 33
5. Other Items

GENERAL SESSION

7:00 PM (Council Chambers) – OPEN TO THE PUBLIC

1. Call to Order
2. Pledge of Allegiance
3. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
7. Consideration of Approval of the Minutes from the December 17, 2019 West Point City Council Meeting pg. 41
8. Consideration of Approval to Award the Bid for the 300 N Reconstruction Project – Mr. Boyd Davis pg. 49
9. Consideration of Approval to Award a Land Use Consultant Contract to Mr. John Janson – Mr. Boyd Davis pg. 53
10. Consideration of Approval of Resolution No. 01-21-2020A, Approving a State-Wide Utility License Agreement with the Utah Department of Transportation – Mr. Kyle Laws pg. 5
11. Consideration of Approval of Resolution No. 01-21-2020B, Approving the Release of the West Davis Corridor Easements through the GlenDell Subdivision – Mr. Kyle Laws pg. 71
12. Public Hearing Regarding a Rezone of Property located at Approximately 4500 W 1200 S from A-40 to the R-1 and R-2 Zones with a PRUD Overlay Zone – Mr. Boyd Davis pg. 13
13. Consideration of Approval of Resolution No. 01-21-2020C, Approving a Developers Agreement with Capital Reef Management, LLC – Mr. Boyd Davis pg. 17
14. Consideration of Approval of Ordinance No. 01-21-2020A, Approving the Rezone of Property Located at Approximately 4500 W 1200 S from A-40 to the R-1 and R-2 Zones with a PRUD Overlay Zone – Mr. Boyd Davis pg. 29
15. Consideration of Approval of Ordinance No. 01-21-2020B, Amending Salary Schedules for Elected Officers pg. 9
– Mr. Kyle Laws
 - a. Public Hearing
 - b. Action
16. Motion to Adjourn the General Session

Posted this 17th day of January, 2020


CASEY ARNOLD, CITY RECORDER

If you plan to attend this meeting and, due to disability, will need assistance in understanding or participating therein, please notify the City at least twenty-four (24) hours prior to the meeting and we will seek to provide assistance.

TENTATIVE UPCOMING ITEMS

Date: **02/04/2020**

Administrative Session – 6:00 pm

1. Discussion Regarding Property Owner Access to Loy Blake Park – Mr. Kyle Laws
2. Discussion Regarding Accessory Buildings – Mr. Boyd Davis
3. Discussion Regarding the PRUD Overlay Zone – Mr. Boyd Davis
4. Discussion Regarding the Stoddard Property Rezone – Mr. Boyd Davis
5. Discussion Regarding Sewer Lift Stations – Mr. Boyd Davis

General Session – 7:00 pm

1. Youth Council Update
2. Service Recognition of Council Member Jeff Turner – Mayor Erik Craythorne
3. Service Recognition of Planning Commissioner Korey Kap – Mayor Erik Craythorne
4. Consideration of Approval of Resolution No. 01-21-2020A, Reappointing Council Member Andy Dawson to the North Davis Sewer District Board of Trustees – Mayor Erik Craythorne
5. Consideration of Approval to Place the Isla Vista Subdivision on One-Year Warranty – Mr. Boyd Davis
6. Consideration of Approval to Award a Land Use Consultant Contract to Mr. John Janson – Mr. Boyd Davis
7. Consideration of Approval of Resolution No. 02-04-2020A, Approving a License Agreement with *Jake Shepherd* - Mr. Kyle Laws

CLOSED SESSION

1. Motion to Open Closed Session
2. Call to Order and Roll Call
3. Discussion Regarding the Purchase of Real Property, Pursuant to UCA §52-4-205(1)(d)
4. Motion to Adjourn Closed Session and enter the General Session

Date: **02/18/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: **03/03/2020**

Administrative Session – 6:00 pm

1. Youth Council Update

General Session – 7:00 pm

1. Davis County Sherriff's Office Quarterly Update
2. Consideration of Approval of Ordinance No. 03-03-2020A, Approving a Rezone of Property Located at *Stoddard*
 - a. Public Hearing
 - b. Agenda
3. Consideration of Approval of Ordinance No. 03-03-2020B, Amending the PRUD Code of West Point City
 - a. Public Hearing
 - b. Action

Date: **03/17/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. West Point Youth Council Essay Contest Winners

Date: **04/07/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update

Date: **04/21/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm



WEST POINT CITY 2020 CALENDAR

2020

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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JULY

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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APRIL

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OCTOBER

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MAY

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NOVEMBER

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DECEMBER

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JANUARY

1	New Year's Day - CLOSED
9	Planning Commission - 6 PM
10-11	City Council Planning & Visioning Session
13	Senior Lunch - 11:30 AM
20	MLK Jr. Day - CLOSED
21	City Council - 6 PM
23	Planning Commission - 6 PM

FEBRUARY

4	City Council - 6 PM
10	Senior Lunch - 11:30 AM
12	Council/Staff Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	President's Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

MARCH

3	City Council - 6 PM
12	Planning Commission - 6 PM
16	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26	Planning Commission - 6 PM

APRIL

7	City Council - 6 PM
9	Planning Commission - 6 PM
11	EASTER EGG HUNT - 10 AM
13	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM

MAY

5	City Council - 6 PM
7	CEMETERY CLEANING
13	Council/Staff Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	TAKE PRIDE DAY
18	Senior Lunch - 11:30 AM
19	City Council - 6 PM
25	Memorial Day - CLOSED
28	Planning Commission - 6 PM

JUNE

2	City Council - 6 PM
6	MISS WEST POINT @ SHS - 7 PM
11	Planning Commission - 6 PM
12	MOVIE IN THE PARK
15	Senior Lunch - 11:30 AM
16	City Council - 6 PM
25	Planning Commission - 6 PM

JULY

3-4	PARTY AT THE POINT EVENTS
6	Independence Holiday - CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
17	MOVIE IN THE PARK - 7PM
21	City Council - 6 PM
23	Planning Commission - 6 PM
24	Pioneer Day - CLOSED

AUGUST

4	City Council - 6 PM
6	Summer Party - 6:30 PM
13	Planning Commission - 6 PM
14	Senior Dinner - 5 PM
14	MOVIE IN THE PARK - 7PM
18	City Council - 6 PM
27	Planning Commission - 6 PM

SEPTEMBER

1	City Council - 6 PM
7	Labor Day - CLOSED
10	Planning Commission - 6 PM
11	MOVIE IN THE PARK - 7 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
24	Planning Commission - 6 PM

OCTOBER

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Employee Training - CLOSED
14	Council/Staff Lunch - 11:30 AM
16	HALLOWEEN CARNIVAL - 7 PM
19	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM

NOVEMBER

3	ELECTION DAY
9	FLAGS ON VETERANS' GRAVES
11	Veterans Day - CLOSED
12	Planning Commission - 6 PM
16	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26-27	Thanksgiving - CLOSED
30	CITY HALL LIGHTING - 6 PM

DECEMBER

1	City Council - 6 PM
4	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
10	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
16	Staff Christmas Party
18	CEMETERY LUMINARY - 4 PM
24-25	Christmas - CLOSED

City Council Staff Report

Subject: Statewide Utility License Agreement with UDOT
Author: Kyle Laws
Department: Executive
Date: January 21, 2020



Background

In October we received an email the Utility and Railroad division of the Utah Department of Transportation (UDOT) stating that we do not have a Statewide Utility License Agreement (SULA) on file with UDOT. We learned that all utility owners must have a license to legally occupy space within the state right-of-way. We don't know why this has never been done in the past, but this division of UDOT has recently discovered that we are operating without an agreement and this needs to be corrected.

Analysis

This is not a new rule and was just missed by UDOT in the past. They are doing cleanup work to rectify the situation and this is why it has come up at this time. The SULA is in effect for a period of five years and covers all utilities that West Point City owns within the State ROW. Without an agreement in place UDOT will not issue encroachment permits to maintain existing or install new facilities within the right-of way.

The full agreement is attached and has been reviewed by the City Attorney. The agreement requires the City to make UDOT aware of work being done in the ROW and requires a permit prior to any work being done. The agreement also addresses the City's responsibility for the following:

- traffic control
- excavation, backfill, compaction, and site restoration
- emergency work
- access
- maintenance

These are all items we have adhered to in the past under the encroachment permits issued by UDOT, so the requirements are not new to our process.

UDOT is anxious to get this agreement executed and, as a result, we are asking the Council to approve the agreement on the 21st of January.

Recommendation

Staff recommends Council approve Resolution No. 01-21-2020A, Approving a Statewide Utility License Agreement with UDOT.

Significant Impacts

None

Attachments

Resolution No. 10-21-2020A
Statewide Utility License Agreement

RESOLUTION NO. 01-21-2020A

**A RESOLUTION APPROVING STATEWIDE UTILITY
LICENSE AGREEMENT WITH THE UTAH DEPARTMENT
OF TRANSPORTATION AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, West Point City (“City”) and the Utah Department of Transportation (“UDOT”) desire to enter into an agreement entitled Statewide Utility License Agreement (“Agreement”) to assist expediting the UDOT approval of permits for operating and maintaining utility lines and related facilities within State highway rights-of-way; and,

WHEREAS, West Point City desires to approve the Agreement attached hereto and by reference incorporated herein which Agreement is entitled “Statewide Utility License Agreement,”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST
POINTY CITY, UTAH, as follows:**

SECTION ONE: APPROVAL OF AGREEMENT

The Agreement attached hereto is hereby approved for and on behalf of West Point City.

SECTION TWO: EXECUTION OF AGREEMENT

The Mayor and City Recorder are hereby authorized and directed to execute said Agreement for and on behalf of West Point City.

SECTION THREE: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 21st day of January, 2020.

ATTEST:

January 21, 2020

City Council Staff Report



Subject: Elected Official Pay Changes
Author: Kyle Laws
Department: Executive
Date: January 21, 2020

Background

The Mayor and Council are paid a nominal wage for their service on the City Council. This pay has not changed in at least 10 years and Staff believes a discussion should be had to consider increasing the pay for elected officials and to establish a process for future increases. This is of particular importance to the position of Mayor, as explained below.

Analysis

Currently, the Mayor receives \$1,050 per month and each City Council Member receives \$450 per month. The Utah Retirement System (URS) has minimum earning requirements for elected and appointed officials in order to qualify for retirement. Based on the wage received by the Mayor, it appears that this was set at one point to allow for the position of Mayor to qualify for retirement. Unbeknownst to Staff, this “minimum earning requirement” has increased each year, beginning February 1st, and for 2019 the wage increased from \$1,039 per month to \$1,064 per month. As a result, the position of Mayor in West Point City has fallen under the allowance to qualify for the URS benefit. This can be corrected by increasing his pay and then back paying the difference for this year (about \$14/mo) to bring the position into eligibility. Staff recommends taking action to restore this year’s benefit to the Mayor and to establish a process to keep his pay above the minimum earnings requirement established by URS.

Although the City Council Members pay falls significantly below the minimum earning requirement, Staff believes this should be re-evaluated as well. Staff also suggests considering action to allow for the pay of each of these positions to increase at a set time (i.e., at the same time and rate as City Employees, or at the same time but only when a COLA is given to employees and at the same rate as the COLA, etc.). Attached is a document that shows how other cities handle the pay for their elected officials.

On a final note, while we consider these pay adjustments, it seems practical to also consider the pay for the appointed members of the Planning Commission. Currently the Chair receives \$45 per meeting and all other commissioners receive \$35 per meeting. Staff would also suggest tying their increase to something similar to what is decided for the City Council and Mayor positions.

As with other changes to compensations schedules, State Statute requires this action be accompanied with proper noticing and a public hearing.

A public hearing is scheduled for this coming meeting and action is also recommended at this week’s meeting. If you are not comfortable taking action you can table it to the next meeting.

It is the recommendation of Staff to consider a process for regular increases. The attached Ordinance outlines some parameters and are as follows.

1. The Mayor's pay to increase each fiscal year to be at the "Minimum Earning Requirement" established by the Utah Retirement System (URS), plus 3%. This will help eliminate the need for back pay each year due to the February 1st date used by URS.
2. The City Council pay to increase each fiscal year and be set at half the compensation amount of the Mayor
3. Planning Commission pay in be evaluated as needed.

This will be a trigger for us to remember to look at and discuss this each year at the same time we adopt the budget and set the compensation schedule for all other positions of the City.

The attached ordinance also outlines immediate changes to pay for each of these positions and is summarized as follows:

1. Mayor: Change from \$1,050 per month (\$12,600 per year) to \$1,100 per month (\$13,200 per year) and to back pay for all of 2019 to ensure retirement eligibility for the year.
2. City Council: Change from \$450 per month (\$5,400 per year) to \$550 per month (\$6,600 per year), which is half the compensation amount of the Mayor
3. Planning Commission Chair: Change from \$45 per meeting to \$75 per meeting
4. Planning Commission: Change from \$35 per meeting to \$50 per meeting

These amounts keep the Mayor and City Council at, or just below, the average for the same positions throughout Davis County.

Of course these amounts are a starting point for discussion at the meeting and the Council can adjust them as desired.

Recommendation

Staff recommends Council approve Ordinance No 01-21-2020B, Adopting a Compensation Schedule for Elected and Appointed Officials and Changing the Current Pay.

Significant Impacts

None

Attachments

Ordinance No. 01-21-2020B

ORDINANCE NO. 01-21-2020B

**AN ORDINANCE ADOPTING A COMPENSATION SCHEDULE
FOR ELECTED AND APPOINTED OFFICERS OF THE CITY.**

WHEREAS, the City Council of West Point City, County of Davis, State of Utah (hereinafter referred to as the "City") is required by law to enact an ordinance fixing, changing, or amending the compensation of any elective or appointive officer of the municipality in accordance with §10-3-818, UCA, 1953, as amended; and,

WHEREAS, the West Point City Council desires to change the compensation for the Mayor, City Council, and Planning Commission and amend the compensation schedule; and,

WHEREAS, a Public Hearing was duly advertised and held according to law,

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

SECTION 1 – COMPENSATION CHANGES. The Mayor’s pay shall change from \$1,050 per month (\$12,600 per year) to \$1,100 per month (\$13,200 per year) and shall be back-paid for 2019 to ensure retirement eligibility for the year. The City Council pay shall change from \$5,400 per year to \$6,600 per year. The Planning Commission Chair pay will change from \$45 per meeting to \$75 per meeting. The Planning Commissioner pay will increase from \$35 per meeting to \$50 per meeting.

Elected & Appointed Officials			
<u>Position</u>	<u>Department</u>	<u>Pay</u>	
Mayor	Elected Official	\$ 13,200.00	per year
City Council Members	Elected Official	\$ 6,600.00	per year
Planning Commission Chair	Appointed Official	\$ 75.00	per meeting
Planning Commission Members	Appointed Official	\$ 50.00	per meeting

SECTION 2 – COMPENSATION SCHEDULE. A compensation schedule for elected and appointed officials of West Point City is hereby adopted as listed above. Beginning FY2021 compensation for these positions shall follow the parameters listed below to establish a consistent process for elected and appointed official pay, and will be discussed and approved consistent with State Statute, during the approval of the Compensation Schedule for all other employees each year.

Mayor – The Mayor’s pay shall increase each fiscal year and shall be set at the “Minimum Earning Requirement” established by the Utah Retirement System for that particular calendar year, plus 3%, to eliminate the need for back pay.

City Council – City Council pay shall increase each fiscal year to half the compensation amount of the Mayor.

Planning Commission Chair and Planning Commissioner pay shall be evaluated as needed.

PASSED AND ADOPTED this 21st day of January, 2020.

WEST POINT CITY
A Municipal Corporation

By: _____
Gary Petersen, Mayor Pro Tem

ATTEST:

Casey Arnold, City Recorder

City Council Staff Report



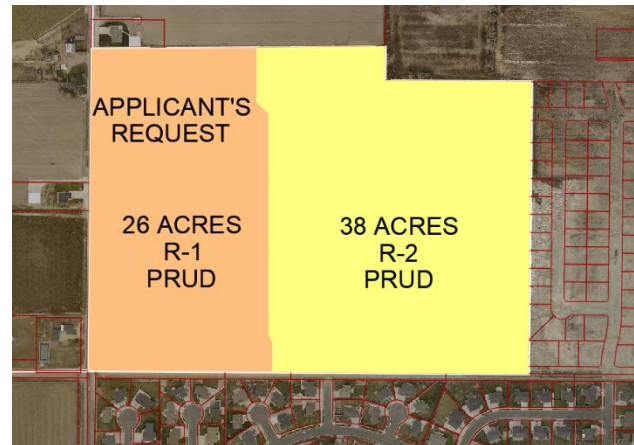
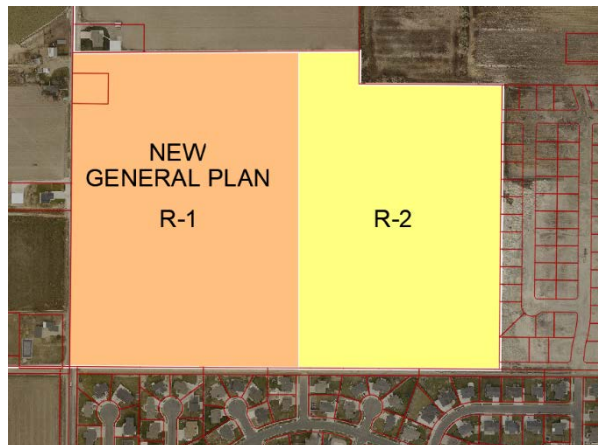
Subject: Rezone – Ovation Homes (1200 W 4500 W)
Author: Boyd Davis
Department: Community Development
Date: January 21, 2020

Background

Ovation Homes recently submitted a new rezone request for the Wade property located at 1200 S 4500 W. The property consists of 64 acres and is currently zoned A-40 (agriculture). The new request is to rezone 40% of the property R-1 and 60% R-2. In addition, the applicant is requesting the PRUD overlay zone on the entire site, but they no longer plan to have any attached units. They have also committed to 188 lots, which is the same number of lots allowed if the property were zoned 50% R-1 and 50% R-2.

Analysis

The recently approved General Plan shows this property as half R-1 and half R-2. The applicant submitted a concept plan with a 60/40 split and explained to us that they could not fit all the allowed lots in the 50/50 split because the minimum frontage did not allow it. The PRUD Code requires a minimum of 85' frontage in the R-1 and 75' in the R-2 zones. Staff reviewed their plan and agrees with their assessment.



To qualify for the PRUD overlay zone the applicant must plan for certain amenities and other bonus items that are outlined in the code. If approved, the applicant could receive a maximum of a 20% increase in the density and may be allowed to construct attached units in the R-2 zone, however the applicant is willing to include a provision in the developer's agreement that would prohibit the attached units. The percentage points for each amenity are awarded at the discretion of the City Council. The applicant is offering the following items in hopes of qualifying for the PRUD overlay zone.

PROPOSED AMENITIES	PROPOSED DENSITY BONUS
Street Trees – Landscape entry corridor and streetscape from main 4500 West entrance leading to central open space area including landscaped strip behind sidewalk and landscaped park strip with 2” caliper street trees (5% max)	1%
Landscaped Front Yards – Front yards of at least 120 lots to include grass with shrub and flower planting areas in front of homes; 40 active-adult lots will have completely landscaped front, rear and side yards (8% max)	3%
Entrance Feature, signage and landscaping – landscape entrance feature at 4500 West entrance with raised center median and signage (2% max)	2%
Park Area – Landscaped central open space area with shade trees and pavilion (15% max)	3%
Architectural details of all buildings with common, unifying theme – Architectural details provide a unifying theme with common masonry building materials, varying elevations including options for active-adult homes with lofts and bonus rooms, Aspire Homes with available 3-car garages and varying elevations options (5% max)	3%
Recreational Amenities – Two pickle ball courts located in landscaped central open space area (15% max)	5%
Improved Building Design – all homes built of 100% approved materials including brick, stone, cement (hardi) board and stucco (2% max)	2%
Improved Open Space – Small landscaped open space areas throughout the subdivision (10% max)	2%
Landscaped Detention Ponds – two of the neighborhood open space areas will function as stormwater detention facilities that will be landscaped with shade trees (5% max)	1%
TOTAL PROPOSED DENSITY BONUS	22% (20% max)

The applicant is proposing a residential development that includes a mix of housing types including large lot single family, smaller lot single family, and detached active adult, but no attached units. Their concept plan is attached to this report and shows a total of 188 lots. The overall density shown is 2.94 units/acre. This density is consistent with the General Plan, although the 60/40 split on the zones is different from the General Plan.

The Planning Commission recently discussed the request and approved it, although they expressed their regrets that the original proposal was not approved.

Recommendation

Staff recommends approval of the rezone request and the PRUD overlay zone. Staff agrees with the points awarded for each category in the amenity list.

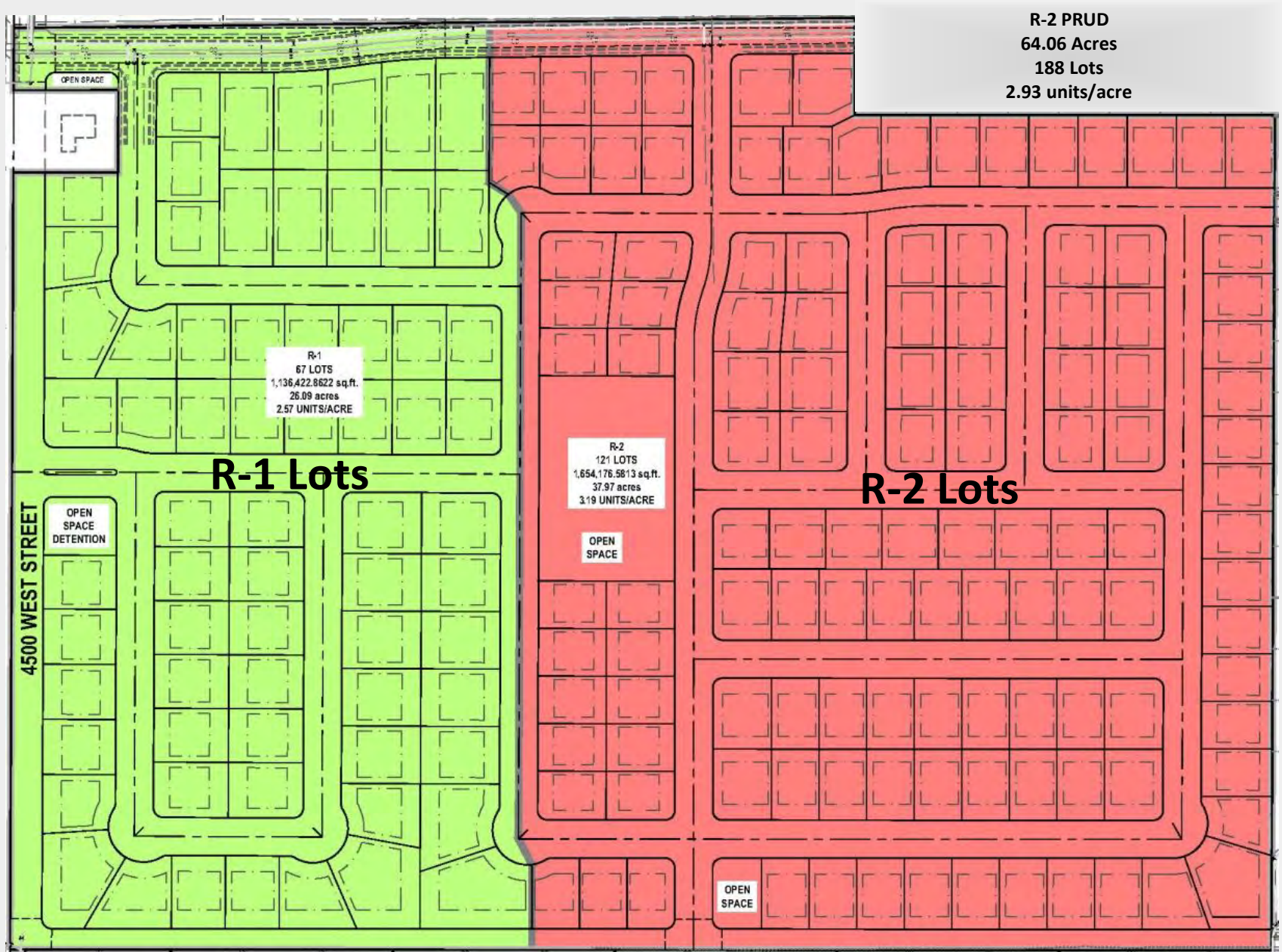
Significant Impacts

None

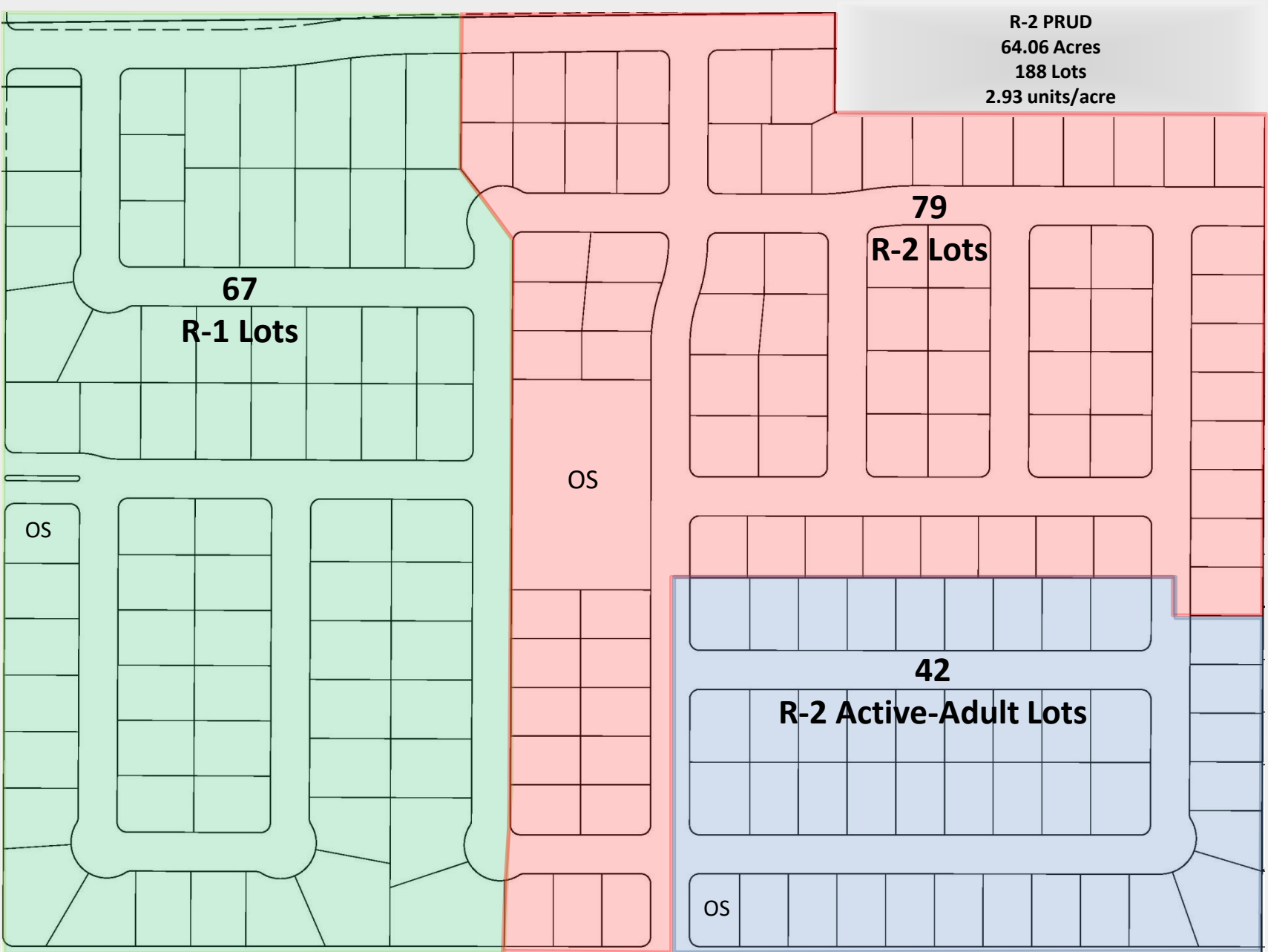
Attachments

Concept Plans
Development Agreement
Resolution 01-21-2020A
Ordinance 01-21-2020A

CONCEPT PLAN



CONCEPT PLAN



**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND CAPITAL REEF MANAGEMENT LLC
(1200 SOUTH 4500 WEST)**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this ___ day of _____, 20___, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and CAPITAL REEF MANAGEMENT LLC. (hereinafter referred to as “Owners”). City and Owners collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 (Agriculture) to R-1 and R-2 (Residential) with a PRUD (Planned Residential Unit Development) overlay zone, of certain property located at approximately 1200 South 4500 West and contained by the following tax identification number: 120460036, (hereinafter the “Subject Area”); and

WHEREAS, the overall Subject Area consists of approximately 64 acres; and

WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “Exhibit B” attached hereto (hereinafter “Exhibit B”); and

WHEREAS, Owners are the owners of the above described property and have presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “Exhibit A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, the City has considered the overall benefits of a “PRUD” concept for the Subject Area to allow additional density in exchange for improved standards for the homes, the landscaping, and the maintenance of the subject property; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Area, in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant R-2 and R-3, and PRUD overlay zoning approval for the Subject Area (as shown in “Exhibit A”) subject to Owners’ agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Owners is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “Owners’ Property” shall mean that property owned by Owners, as depicted on “Exhibit A”.

1.2 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.3 “City’s Undertakings” shall mean the obligations of the City set forth in Article III

1.4 “Owners” shall mean Craythorne Development, 601 West 1700 South, Syracuse, UT 84075. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Owners so that the completing Owners may proceed with their project on their respective parcel.

1.5 “Owners’ Undertakings” shall have the meaning set forth in Article IV.

1.6 “Subject Area” shall have the meaning set forth in the Recitals hereto.

1.7 “Exhibit A” shall mean the map depicting the ownership, property lines and zoning and the map for proposed zoning.

ARTICLE II CONDITIONS PRECEDENT

2.1 Zoning consistent with “Exhibit A” is a condition precedent to Owners’ Undertakings in Article IV. Zoning of the Subject Area shall reflect the general concept and schematic as depicted in “Exhibit A”, which includes:

- 2.1.1 26.09 acres of R-1 (Single-Family Residential) zoning;
- 2.1.2 37.97 acres of R-2 (Single-Family Residential) zoning;
- 2.1.3 64.06 acres of PRUD (Planned Residential Unit Development) overlay zoning;

2.2 With respect to all zoning designations, Owners agree to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback and landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the West Point City Council.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the rezone of the Subject Area from its present zoning of A-40 to R-1 and R-2, with a PRUD overlay zone, with an effective date no sooner than the effective date and adoption of this Agreement by the City Council, and shall hold a public hearing and follow the process outlined in the City Code before rezoning the property. If the rezone is not approved, then this agreement shall be null and void. Any zoning amendment shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City to make such changes at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall grant a PRUD overlay zone designation on the Owner's property.

3.3 The City shall allow reduced lot frontage, lot depth, and setbacks as outlined in the PRUD overlay zone code.

ARTICLE IV OWNERS' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regards to the zoning changes of the Subject Area, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1 **Street Trees.** Owner shall provide a landscape entry corridor and streetscape from main 4500 West entrance leading to central open space area including landscaped strip behind sidewalk and landscaped park strip with 2" caliper street trees.

4.2 **Landscaped Front Yards.** Owners shall install landscaping on the front yards of at least 120 lots to include grass with shrub and flower planting areas in front of homes; 40 active-adult lots will have completely landscaped front, rear and side yards.

4.4 **Park Area.** Owner shall provide a landscaped central open space area with shade trees and pavilion.

4.5 **Architectural Details of all Buildings with Common, Unifying Theme.** Owner shall include architectural details with a unifying theme with common masonry building materials, varying elevations including options for active-adult homes with lofts and bonus rooms, Aspire Homes with available 3-car garages and varying elevation options.

4.6 **Recreational Amenities.** Owner shall provide two pickle ball courts in landscaped

central open space area.

4.7 Improved Building Design. Owner shall cause all homes to be built of 100% approved materials including brick, stone, cement (hardi) board and stucco.

4.8 Improved Open Space. Owner shall create small landscaped open space areas throughout the subdivision.

4.9 Landscaped Detention Ponds. Owner shall cause two of the neighborhood open space areas to function as stormwater detention facilities and will landscape them with grass and shade trees.

4.5 HOA and CCRs. Owner shall record Covenants, Conditions and Restrictions providing for a Home Owner Association with bylaws to maintain the landscaping and amenities of the subdivision.

4.7 Not Considered Approvals. Except as otherwise provided, these enumerations are not to be construed as approvals hereof, as any required process must be pursued independent hereof.

4.8 Amendments. Owners agree to limit development to the uses provided herein. If other uses are desired, Owners agrees to seek amendment of this Agreement before pursuing approval thereof.

4.9 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Owners. Owners, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners' Undertakings and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Owners' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owners shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owners and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners' Undertakings.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If the remedy of reversion is pursued, the defaulting Owner(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning from R-3, R-5 and C-C to A-40 and R-2.

6.1.3 If Owners fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

6.2 Enforced Delay Beyond Parties’ Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with

respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owners. In the event of a default by Owners' assignee, Owners may elect, in their discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owners) of the Subject Area.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owners: CAPTIAL REEF MANAGEMENT LLC
498 North Kays Drive
Kaysville, Utah 84037

To City: WEST POINT CITY CORPORATION
3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner or Owners affected by the amendment.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owners' Undertakings, performance of the Owners' Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owners' request (or the request of Owners' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.

7.10 Site/Landscape Plan. The Owners will prepare an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape Plan shall be executed and binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION:

ERIK CRAYTHORNE, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

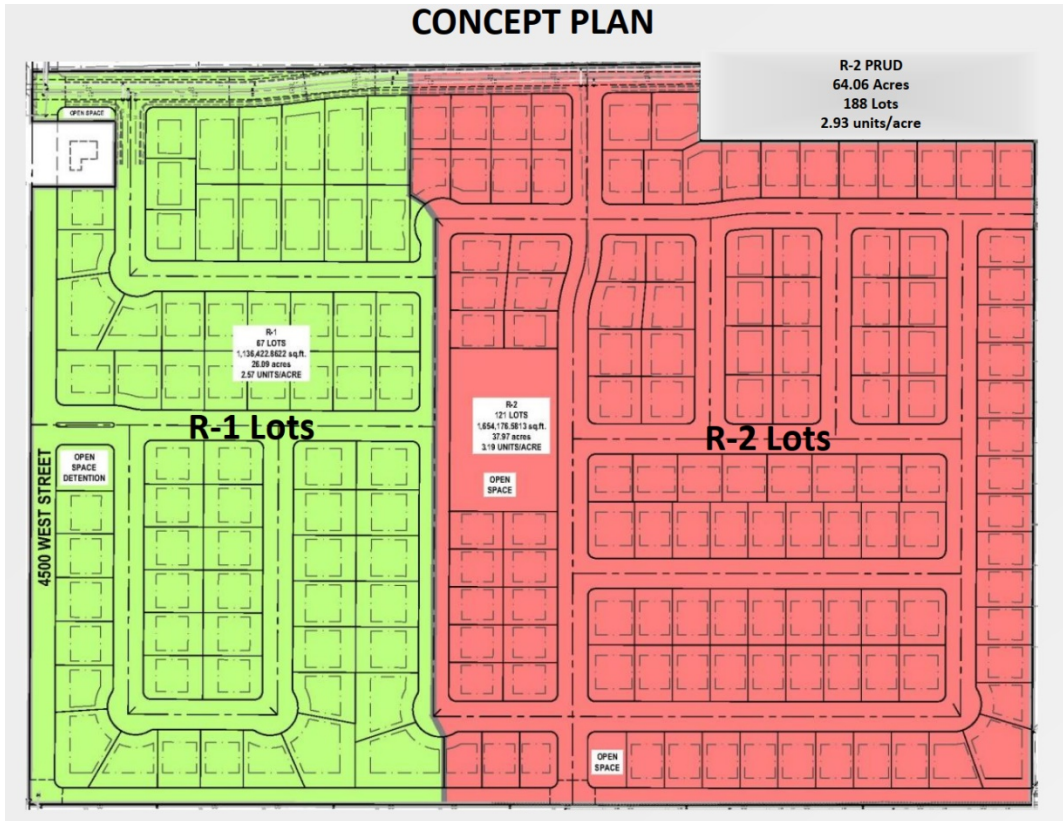
Brad Frost
President of CAPITAL REEF MANAGEMENT

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public
Residing in: _____
My Commission Expires: _____

EXHIBIT A

CONCEPT PLAN



CONCEPT PLAN

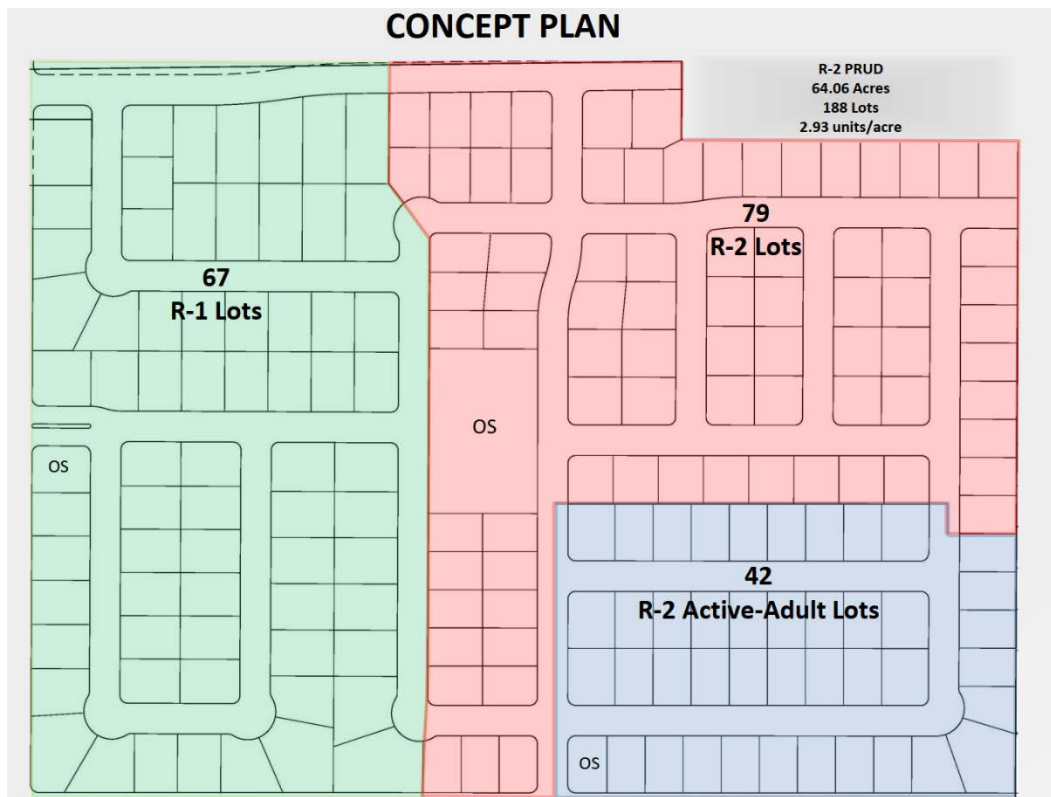


EXHIBIT B

Parcel ID: 120460036

Legal Description:

PARCEL 1: ALL OF THE W 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M. ALSO PARCEL #2: BEG 90 FT S OF THE NW COR OF THE SW 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M; & RUN TH S 1230.0 FT; TH E 80 RODS; TH N 1473 FT, M/L, TO A PT ON BNDRY LINE AGMT RECORDED 03/28/2019 AS E# 3150656 BK 7229 PG 333; TH ALG SD AGMT THE FOLLOWING COURSE: S 89°17'45" W TO A PT N 0.50 FT & E 33.00 FT & 228 FT N OF THE POB; TH S 0.50 FT & W 33.00 FT TO SD PT BEING 228 FT N OF THE POB; TH S 98 FT; TH E 165 FT; TH S 130 FT; TH W 165 FT TO THE POB. CONT. 61.31 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

RESOLUTION NO. 01-21-2020C

**A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT BETWEEN WEST
POINT CITY AND CAPITAL REEF MANAGEMENT LLC FOR THE DEVELOPMENT
OF PROPERTY LOCATED AT 1200 SOUTH 4500 WEST**

WHEREAS, CAPITAL REEF MANAGEMENT LLC, is an authorized agent of the owner of real property identified as Davis County parcel ID 120460036; and

WHEREAS, West Point City desires to enter into a developer's agreement with CAPITAL REEF MANAGEMENT LLC; and

WHEREAS, West Point City and CAPITAL REEF MANAGEMENT LLC, have jointly prepared the written agreement, attached hereto; and

WHEREAS, the West Point City Council has reviewed said agreement and finds it acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

1. The Developer's Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 21st day of January, 2020.

WEST POINT CITY,
A Municipal Corporation

By: _____
Gary Petersen, Mayor Pro Tem

ATTEST:

Casey Arnold, City Recorder

ORDINANCE NO. 01-21-2020A

**AN ORDINANCE REZONING A CERTAIN
PORTION OF WEST POINT CITY FROM
A-40 TO R-1 AND R-2 WITH A PRUD
OVERLAY ZONE.**

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and,

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the hereinafter described real property from a West Point City A-40 zone and placing the same in a West Point City R-1 and R-2 zones. In addition, a PRUD overlay zone shall be applied to the entire property.

Legal Description:

See Exhibit A attached hereto.

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Code and Zoning Map to bring them into conformity with the changes adopted by this Ordinance.

Section Three: **Severability**

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

Section Four:

Effective Date

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this ____ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Gary Petersen
Mayor Pro Tem

[SEAL]

VOTING:

<u>Jerry Chatterton</u>	Yea ____ Nay ____
<u>Andy Dawson</u>	Yea ____ Nay ____
<u>Kent Henderson</u>	Yea ____ Nay ____
<u>Gary L. Petersen</u>	Yea ____ Nay ____
<u>Annette Judd</u>	Yea ____ Nay ____

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Parcel ID: 120460036

Legal Description:

PARCEL 1: ALL OF THE W 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M. ALSO PARCEL #2: BEG 90 FT S OF THE NW COR OF THE SW 1/4 OF THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M; & RUN TH S 1230.0 FT; TH E 80 RODS; TH N 1473 FT, M/L, TO A PT ON BNDRY LINE AGMT RECORDED 03/28/2019 AS E# 3150656 BK 7229 PG 333; TH ALG SD AGMT THE FOLLOWING COURSE: S 89°17'45" W TO A PT N 0.50 FT & E 33.00 FT & 228 FT N OF THE POB; TH S 0.50 FT & W 33.00 FT TO SD PT BEING 228 FT N OF THE POB; TH S 98 FT; TH E 165 FT; TH S 130 FT; TH W 165 FT TO THE POB. CONT. 61.31 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

City Council Staff Report

Subject: Accessory Building Standards
Author: Boyd Davis
Department: Community Development
Date: January 21, 2020



Background

The Planning Commission has been working on a proposal for some modifications to the accessory building standards contained in the City Code. This began as a request from the Planning Commission to have Staff review the code specifically for standards for the exterior finishes of accessory buildings that are on the side-yard of a home and visible from the street. While reviewing the code the Commission decided to make some other changes that they would like to recommend to the Council.

Analysis

The Planning Commission's recommendation focuses on five different items in the code:

- **Design standards for accessory buildings in side yards.**
Any accessory building constructed in the side yard must have exterior building materials that meet the same requirements as the house. An exception is given for an accessory building that is less than 200 sqft and is located at least 10' behind the front plane of the house.
- **An updated definition of "front yard"**
The definition has been changed to clarify that the front yard setback is measured along the curve when the front lot line is curved, such as on a cul-de-sac lot.
- **Reduced setback between an accessory building and the principle structure.**
The setback between the accessory building and the house has been reduced from 10' to 5' as allowed in the fire code.
- **Regulations for temporary structures.**
Temporary structures, such as metal carports, must be 10' behind the front plane of the house and behind a 6' privacy fence. Otherwise it is subject to the same rules as other accessory buildings. The code has also been modified to prohibit items such as shipping containers, box cars, or similar items from being used as an accessory building unless approved by the Planning Commission.
- **Modified rules for administrative approval.**
The code has been modified to allow Staff to approve accessory buildings up to 1,200 sqft in size (or 15% of the lot area) rather than 1,000 sqft. This will reduce the number of accessory buildings that the Planning Commission must review. The regulations for accessory buildings are all contained in the code and can easily be reviewed and approved by Staff.

The recommended changes to the code are shown in the attached document.

Recommendation

No action required tonight as this is for discussion only.

Significant Impacts

None

Attachments

Proposed Code

17.10.020 Definitions.

~~“Yard, front” means an open space extending the full width of the lot measured between the front lot line and the closest main building, which open space is unoccupied and unobstructed from the ground upward except as specified elsewhere in this title.~~

~~“Yard, front, depth” means the shortest distance, measured horizontally, between any part of the main building foundation, other than parts herein excepted, and the front lot line. Such depth shall be measured from the front lot line; provided, however, that if the proposed location of the right-of-way line of such street as adopted by West Point City in the major street plan differs from that of the existing street, then the required front yard depth shall be measured from the right-of-way line of such street as adopted; or said building shall comply with official setback lines as adopted by the city.~~

“Yard, front” means an open, unoccupied yard extending across the full width of the lot adjacent to and measured perpendicularly from the front lot line and having, at no point, a depth of less than the minimum required horizontal distance between the front lot line and the closest permissible location of the principal building.

15.15.120 Accessory buildings.

All accessory buildings shall be located in the rear yard at least 10-5 feet from any on-site dwelling structure and at least 15 feet from any dwelling structure on an adjacent lot.

A. Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of all ordinances applicable to the main building. If an accessory building is attached to the main building, it is no longer an accessory building. It is a portion of the main building and all setbacks for the structure must be maintained.

B. Accessory buildings in any zone shall occupy no more than 20 percent of the lot area less the area of the footprint of the main building and shall be separated by not less than 10-5 feet. If there is more than one accessory building on a lot, the combined area of all accessory buildings shall occupy no more than 20 percent of the lot less the area of the footprint of the main building.

C. Accessory buildings on a lot of 15,000 square feet or less shall have a roofline equal to or less than the residential dwelling on the same lot.

D. Accessory buildings that are more than 1,200000 square feet or occupy more than 15 percent of the lot area that are- and located on lots that are less than 15,000 square feet shall require a conditional use permit.

E. All accessory buildings that are more than 1,500 square feet no matter the size of the lot shall require a conditional use permit.

F. An accessory building may protrude into the side yard of the residential dwelling but shall require a conditional use permit and must also fulfill the following commitments:

1. The accessory building must maintain the side yard setback of the residential dwelling.

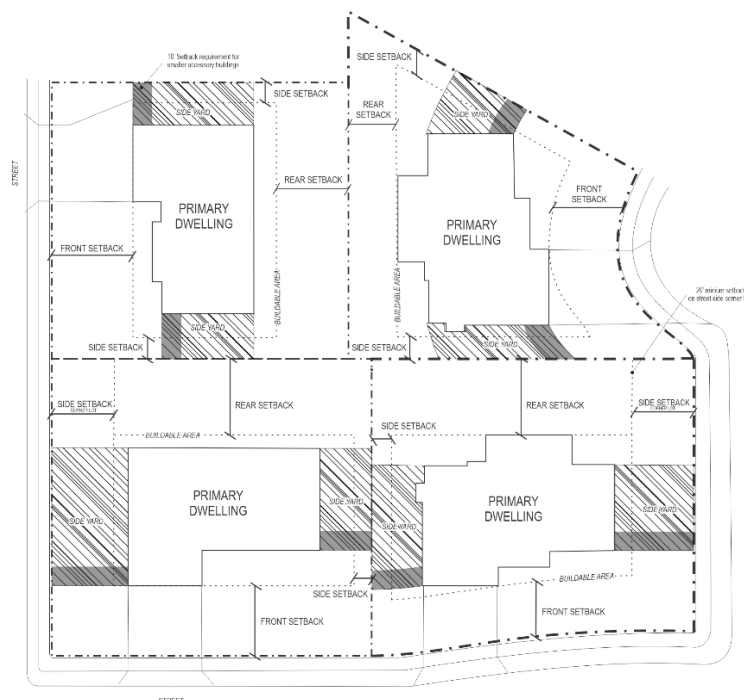
2. Exterior material and design

a. Accessory buildings that are less than 200 square feet and are located 10 feet behind the defined front yard (see below Figure 15.20.120-1) are exempt from design standards as outlined in subsection “c” as long as the building is located behind a 6-foot privacy fence.

b. Accessory buildings that are less than 200 square feet and are located closer than 10 feet to the defined front yard (see below Figure 15.20.120-1) must follow the design standards as listed in subsection “c”.

c. All accessory buildings that are greater than 200 square feet and located in any portion of the side yard must adhere to building material standards, as it pertains to the front façade, outlined in 15.15.130(C) of the West Point City Code.

Figure 15.20.120-1



~~2. The accessory building shall not create a significant nuisance due to design, construction, or placement to neighboring properties.~~

~~3. The accessory building must not be closer than 15 feet to a residential dwelling on an adjacent lot.~~

G. Accessory buildings shall be limited to one story.

H. Accessory buildings on a vacant lot shall not be allowed except in agricultural zones.

I. No part of any accessory building (including eaves and overhangs) shall be closer than one foot from an adjoining property line. For all accessory buildings above 25 feet, an additional one-foot setback is required.

J. Living space in any accessory building may be permitted as set forth in the “accessory apartment” code, Chapter [17.75](#) WPCC. [Ord. 08-01-2017B § 1].

K. Other Structures. Additional structures such as pergolas, green houses, awnings, carport, tents, arbors, and trellises, occur to provide outdoor spaces for relaxation and storage. The following apply to each structure type:

1. Temporary carports, tents or similar items are often made out of metal, canvas, or other fabric material with pole support structures. All temporary enclosures of this nature shall:

a. Be securely tethered to the ground at all times.

b. Not be allowed in the front yard setback or between the front facade and the street.

c. Can be located in side yard but not closer than ten feet to the defined front yard, must adhere the setbacks as required for accessory buildings and must be located behind a 6-foot privacy fence.

c. Be repaired, replaced or removed immediately if they fall into disrepair.

d. Not direct water onto neighboring properties.

2. Pergolas, Arbors, Trellises. The following rules shall apply to these types of structures:

a. If attached to home, a building permit is required.

b. Over 200 square feet requires a building permit.

c. No minimum setback required.

d. Shall not direct water onto neighboring properties.

3. Car ports, shed roof, or similar structures which are attached to a residence are additions to the principal structure and must meet all required side, front, and rear setbacks established by the zone. Additions require a building permit.

4. Shipping containers, semitrailers, boxcars, Portable On Demand Storage (PODS) or similar structures are not allowed in any residential zones (unless approved by the Planning Commission) other than for the temporary purposes of moving, construction and remodeling.

17.25.080 Zone regulations chart.

Zone Regulations Chart

ZONING CLASSIFICATION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
ACCESSORY STRUCTURES/USES³												
Minimum Front Yard ³	–	–	–	–	–	–	–	25'	25'	25'	25'	50'
Minimum Side Yard (Interior) ³	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	10'
Minimum Side Yard (Street) Corner Lot	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'
Arterial Street Corner Lot ³	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'
Minimum Rear Yard ³	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'
Distance between Accessory and Principal Structures ³												
Same Lot	10' 5'	10' 5'	10' 5'	10' 5'	10' 5'	10' 5'	10' 5'	–	–	–	–	–
Adjacent Lot	15'	15'	15'	15'	15'	15'	15'	–	–	–	–	–
HEIGHT												
Height Principal Structure	40'	40'	40'	40'	40'	40'	40'	40'	40'	60'	40'	60'
Height Accessory Structure ³	30'	30'	30'	30'	30'	30'	40'	40'	40'	40'	40'	20'
Principal Structure Minimum	12'	12'	12'	12'	12'	12'	12'	10'	12'	12'	12'	12'
Accessory Structure, Maximum Stories ³	1	1	1	1	1	1	1	–	–	–	–	–
LOT COVERAGE												

Zone Regulations Chart

ZONING CLASSIFICATION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
Minimum Open Space ²	–	–	25%	25%	30%	30%	25%	–	–	–	–	–
Minimum Landscaping	–	–	–	–	–	–	–	15%	15%	15%	15%	15%
Accessory Building, Maximum Footage ³	–	–	10%	10%	10%	10%	10%	–	–	–	–	–

~~³—Accessory Buildings.~~

~~Minimum side yard setbacks for an accessory structure on an interior lot are one foot from drip line of roof if the accessory structure is located at least 10 feet behind the principal structure. Otherwise, side yard setbacks for principal structures would apply to the accessory structure. Minimum rear yard setback on an interior lot is one foot from drip line of roof.~~

~~For all accessory buildings above 25 feet, an additional one-foot setback is required.~~

~~Accessory buildings with a lot size of 15,000 square feet or less shall have a roof line equal to or less than the principal structure of the lot.~~

~~Accessory buildings in the R-1 zone shall not exceed the allowable building maximum without first obtaining a conditional use permit.~~

~~No more than eight percent of the 10 percent accessory building maximum footage shall be in one accessory building.~~

~~No accessory building shall be built prior to the principal building on lots less than one acre in size.~~



**WEST POINT CITY COUNCIL
MEETING MINUTES
3200 WEST 300 NORTH
WEST POINT CITY, UT 84015**

Mayor
Erik Craythorne
Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Andy Dawson
R. Kent Henderson
Annette Judd

City Manager
Kyle Laws

December 17th, 2019

Administrative Session

6:00 PM – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on December 17, 2019 at 6:00 pm with Mayor Erik Craythorne presiding.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Gary Petersen, Council Member Jeff Turner, Council Member Kent Henderson, Council Member Andy Dawson, and Council Member Chatterton

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Annette Judd, Peter Matson, Brian Vincent, Matthew Leavitt, Mara Snider, Jake Shepherd, and Brad Frost

1. Code Enforcement Update – Mr. Bruce Dopp

Before beginning his update, Mr. Dopp expressed his appreciation for being able to work for West Point City and the residents who live here; as President of the Board of Directors for the Utah State Code Enforcement Association, he hears “horror stories” about other cities and each time is grateful for the community we have and the citizens who make it so.

The Fall Clean-Up was held October 11th – 12th, and that continues to be a very popular event in the City. Mr. Dopp stated that the feedback from residents is positive and in appreciation of the opportunity. Residents filled 21 dumpsters during the two-day event which matched the record high set this year at the Spring Clean-Up. The City also purchased a dumpster and has established the Community Dumpster Program, which is a tool to assist residents in cleaning-up their properties. Other cities have similar programs and they seem to be very popular. The Program will go into effect this coming March.

In order to get ready for snow plowing season, Mr. Dopp completed a large tree trimming project, consisting of a City-wide sweep in mid-September through early October. A total of 43 Courtesy Notices were issued and of those, 33 immediately complied. I then followed up with ten 14-Day Notices and 9 residents have complied. Mr. Dopp stated that he is still working with one resident who is waiting for an appointment with a professional tree service to get her trees trimmed. The Code requires that trees be trimmed 13 ½ ft. above the curb and 7 ft. above the sidewalk. Approximately 90 trees were brought into compliance as the result of this project, which greatly helps snowplows have a clear path as they plow our roads.

Mr. Dopp also completed an early-morning patrol of the City early this November, looking for vehicles that were parked on the street overnight. The winter parking restrictions went into effect on November 1st, and in his patrol, Mr. Dopp tagged 314 vehicles with courtesy notices that they were in violation of the restrictions. Newsletter articles were published in the City newsletter in September, October, and November alerting residents that the restrictions would become effective on November 1st, and through that information and the courtesy notices, there is usually good compliance. Mr. Laws noted that Staff has also discussed adding a restriction that if there is a winter storm event, no on-street parking is allowed at all; in the last storm, most of the plowing did not begin until after 6:00 am and the cars parked on the street, although legally, made plowing the roads difficult. Council Member Petersen inquired as to whether other cities also have this restriction, because he feels that cars parked on the street is the issue for plowing, not whether they are parked there in the day or night. Mr. Dopp stated that the current Code is similar to other cities, although Mr. Laws stated that some cities have a start date of November 15th rather than November 1st. Mr. Dopp stated that might be something to think about if the historical data showed that there were minimal storms the first two weeks of November.

Mr. Dopp stated that the Community Development Department has discussed the concern that the landscaping of new homes was

not being done timely according to Code. All of the occupancy permits for the last two years were pulled, and found that 37 homes had been constructed and occupied; of those, nine of the homes had not yet completed their landscaping. Mr. Dopp issued notices to those nine homeowners and seven have since completed the landscaping. The remaining two plan to be completed this spring.

The Council thanked Mr. Dopp for all of his efforts and the work that he does for our City.

2. Discussion Regarding the West Davis Highway Easement in the GlenDell Subdivision – Mr. Kyle Laws

Mr. Laws stated that the GlenDell subdivision is located at about 4100 W and 1300 N, and when it was built, a 200 ft. easement placed on the plat to accommodate the future West Davis Corridor. The purpose of this easement was to prevent structures from being built in these areas because of the future highway placement. Since that easement was put in place, the original route of the has shifted to an alternative route that is slightly to the west. In 2013, Mr. Chournos requested that the Council release the easement on his property, claiming that it caused a hardship to the pending sale of his property. This request was approved by resolution. In 2016, Mr. Eddy requested that a portion of the easement on his property be released as well, intending to build a shed on the back part of his property that would not be affected by the new route of the highway. The City approved that request by resolution as well. A third request was received early this year from Mr. Taggart, owner of Lot 5, asking that the easement be released on his portion of property that would not be affected by the highway. As Staff discussed this request, it seemed prudent to release all of the easement that is not needed with the new route of the highway. UDOT had no issue with removing the easement, recognizing that whether the easement exists or not, they will have to purchase the properties needed for the highway once it is constructed; the City just placed this easement to help avoid permanent structures being built in the future highway corridor, not to take the property from the owners. Mr. Laws stated that there is always the chance that the route could be adjusted again, but as the future route has now been recorded, it would be a large undertaking for UDOT to alter it.

The Council felt that this seemed a logical choice and will vote to approve removing all of the portions of the easement that are not affected by the new routing of the highway.

3. Discussion Regarding Elected and Appointed Officials' Pay – Mr. Kyle Laws

Mr. Laws stated that the Utah Retirement System recently conducted an audit of the City, and in that audit, found that the Mayor position's pay of \$1,050 per month fell below the minimum earnings requirement to be able to qualify for URS retirement benefits. It appears that, when determined many years ago, the Mayor position pay was set high enough to be able to get retirement benefits, but that minimum earnings requirement has increased each year on February 1st, unbeknownst to Staff. In 2019, the minimum wage increased from \$1,039 to \$1,064 per month and as a result, the Mayor position has fallen under the allowance to qualify for retirement benefits. This can be corrected by increasing the pay for this position and back paying the difference, should the Council choose to approve doing so, and continue to allow the Mayor position to qualify for retirement benefits.

Included with the Staff Report is a table outlining other cities' processes for considering Mayor and Council pay increases. Most of the responding cities consider elected official increases concurrent with considerations for employee increases, and are based on either employee increase rates or cost of living adjustments. Mayor Craythorne noted that the pay for elected officials has not been addressed in over 13 years; rather than the issue having to be raised by an elected official before it is considered, it would be better to have a process already in place for regular consideration of pay increases. Mr. Laws presented an analysis of elected officials' pay of surrounding cities, of which West Point is near the low end of compensation.

Mr. Laws stated that this is only for discussion at this point, and the Council can decide to take action and implement a process or not at whatever point in the future. Staff does recommend, however, taking action to restore this year's benefit to the Mayor and to establish a process to keep his pay above the minimum earnings requirement established by URS. Council Member Chatterton felt that it would be worthwhile to see what it would be for the City to be closer to the average pay of other cities, and then tie increases to employee increases or cost of living adjustments at that point. Council Member Petersen felt that if the Council is in favor of increasing the pay for the Mayor position, all of the elected officials pay be adjusted and a process put in place at the same time, since the budget impact is nominal for all of these positions.

The Council agreed to put the item on an agenda for consideration of approval at the next meeting.

In addition to considering Mayor and City Council wages, Mr. Laws stated that it has been an even longer time since the Planning Commission pay has been adjusted. Currently the Chair receives \$45 per meeting and the rest of the Commissioners receive \$35 per meeting. If the Council is considering Mayor and Council increases, Staff would suggest considering Planning Commission pay by a similar process. The Council agreed with this suggestion and had no further discussion at this point.

4. Discussion Regarding Vehicle Gate Access at Loy Blake Park – Mr. Kyle Laws

Mr. Laws stated that, as discussed in the last meeting, Jake Shepherd has built a large shop on his property right next to the parking lot and he has requested that a second access to his shop through the parking lot of the park be installed during the time the fence is repaired. In exchange, Mr. Shepherd would install and maintain landscaping along the fence to create a buffer from the parking lot to the fence and also make the fence look better. In that discussion, the Council directed Staff to research the legality of approving an action like this, specifically whether any easements would be created, what liabilities could arise, and whether an access agreement can be designated as non-transferrable to a future owner of the property.

Mr. Laws spoke with the City Attorney, who suggested that the best way to avoid creating an easement and remove the entitlement of a future owner would be through a License Agreement, and offered the following legal definition:

“An easement implies an interest in real property while a license confers a personal privilege to do some act or acts on the real property without possessing any estate in such property.”

The License would be directly with Mr. Shepherd and designated as non-transferable, and could also contain a provision for Mr. Shepherd to indemnify and hold the City harmless for any claim or loss arising out of or connected to the agreement, as well as be terminated at any time. Mr. Laws also spoke with the City’s contracted Land Use Attorney, who also independently suggested that a License Agreement be used.

Council Member Petersen stated that the access to the parking lot should be maintained as a private access and not a City road, and inquired as to whether approving this request would make that access a public road. Mr. Laws stated that he did not ask for legal counsel on that point, but felt that the road into the park is available for the public to use, and is unaware of a time when the gates have been closed and the road inaccessible. Mr. Shepherd clarified that the landscaping will consist of more than a simple hedge, but would include landscape on the whole 12 ft. between his shop and the parking lot with trees, shrubs, plants, etc., and an irrigation system to maintain it. He feels that the City would be receiving a good benefit in exchange for the access.

Council Members Turner and Henderson were in favor of approving an access agreement. Council Member Chatterton expressed his concern that the City would be setting a precedent for future requests and is not sure that it would be a great idea for the City. Council Member Petersen also stated he is not comfortable entering into a license agreement at this point, feeling that there are too many issues that would need to be addressed with. Mr. Laws stated that he is not advocating in favor either way, but after speaking with legal counsel, felt that they were not concerned with any liabilities or possible issues that could not be addressed and mitigated through a license agreement.

Mayor Craythorne determined that there was consensus enough for the item to be placed on the agenda for consideration at the next meeting. Mr. Laws stated he would instruct the City Attorney to draft a license agreement for the Council to further discuss and consider for approval.

5. Presentation of Ovation Homes Project Proposal

Brad Frost of Ovation Homes stated that this project has been developing for the last two years and the property owners are anxious to “get it going.” Their first proposal that consisted of the R-1, R-2, and R-3 zones was originally approved by the Planning Commission, and then denied by the City Council. A second proposal consisting of two different options, both asking for the R-2 zone, was tabled at the last Planning Commission because they, as the developers, felt that they needed a little more direction from the City Council and also felt that the Planning Commission itself needed more direction from the Council as well. Mr. Frost stated that they requested some time with the Council today in order to get some input on the three different options they have proposed and how the Council would like to see the property developed. Mr. Frost stated that they “feel very strongly that [they] have had no opposition in any meetings from citizens, have had great discussions with the Planning Commission and with some of you, [and] just want to get your input and look at some of the merits of each proposal and what they bring and see what you would like brought back to the table.” A breakdown of the three different options was provided to the Council and Mr. Frost asked the Council for any questions.

Council Member Chatterton inquired as to how the Daily Trips in the R-2 zone options are the same, even though the number of lots differs from 207 to 188. Peter Matson, also from Ovation Homes, stated that the trips “actually evened themselves out because of the different ratio of active adult detached lots and regular lots...[T]he active adult trips, whether from attached or detached units, is around 3 ½ to 4 trips per day, compared to 10 ½ to 11.”

Mayor Craythorne asked Mr. Frost which of the three options Ovation Homes prefers, and Mr. Frost stated that from his discussions with some of the Council Members, he felt that the first proposal “wasn’t very well understood” but that they are open to all three, although the first proposal is what they like best because it offers four different product types, three of which are not currently

offered in the City. The third option of 188 lots has the highest number of large, R-1 sized lots and the smallest number of active adult lots (which require the R-2 zone). Mayor Craythorne stated that the current zoning of the R-1 and R-2 zone, without a PRUD overlay, has a base density of 157 lots. Mr. Frost stated that with the PRUD overlay zone, the max would be 188 lots. He further stated that this project has been ongoing for two years now, and “they would really like to get a project going... [T]he R-2 zone gives a little more flexibility as far as how we arrange the units and so forth, but we would have a development agreement with the 188 lots that is similar to the R-1 and R-2 (density) and wouldn’t go over the 188, so that would be similar to what [the City] has in the proposed General Plan from the Planning Commission that would be zoned R-2. It would have the same, equal number of lots as the R-1 and R-2.” Mayor Craythorne inquired as to why they would want to rezone the whole property as R-2 if they plan to have an R-1 and R-2 split like it is already zoned on the General Plan and if it results in the same number of lots, and Mr. Laws stated that the R-2 zone has different setbacks, lot width requirements, etc., although a PRUD overlay zone could grant the same flexibility without having to rezone the entire property as R-2. He added that if it were all R-2, the max would be 207 lots. Mr. Frost stated that when trying to design a PUD, it becomes difficult trying to follow the zoning lines of two different zones, and this just gives some flexibility in design, “and gives Staff some flexibility as well” to generate a product that works well. Although asking for R-2, there would still be different product types, with single-family housing in the \$280,000 – \$350,000 range, and then the active adult, slab-on-grade homes ranging from about 2,000 to 2,300 sq. ft. Mr. Laws added that the full R-2 zoning also allows for flexibility in mixing the lots, rather than having R-1 on one-side and R-2 on the other, but wanted to point out that the number of proposed lots is assuming that in its review of the proposal, the Planning Commission and the City Council agree with the bonus percentages that Ovation Homes has proposed that their amenities qualify for. Neither the Planning Commission or City Council has fully vetted the amenities and consequent bonus densities; it could be that they don’t qualify for the number of lots being proposed in each option. Council Member Dawson noted that the amenities being offered are all the same, except for the recreational amenities which from a first glance, he is unsure whether they meet the bonus percentages that Ovation has listed.

Mayor Craythorne asked Mr. Frost how they would like to proceed, and Mr. Frost stated that they would like to go to the Planning Commission with another proposal, but would like to know what the City Council is looking for and what they would like to see before doing so. He felt that the “last time we were here, we didn’t get a lot of input.” Council Member Petersen stated that it is not the City Council’s role (to give that input), but that they should work with the Planning Commission and City Staff, whose recommendations the Council considers when taking final action; a proposal should be vetted out through that process, otherwise they are asking the Council to “help development their project, which is not its role.” Mr. Frost stated that they have already done that, and “received a unanimous vote by the Planning Commission, we felt like they had support from Staff and it was denied and there were only two reasons why: because you didn’t like attached and you wanted more pickleball courts...those were the two comments.” The Council and City Staff disagreed that these were the reasons for the denial and encouraged Mr. Frost to go back and review the written minutes and/or audio of that discussion to “become more enlightened”; the fact that the proposal went largely against the General Plan was the main issue that was discussed. Mr. Laws noted that City Staff had always expressed that issue. Council Member Petersen stated that although Mr. Frost is here asking for input, he believes that it has already been communicated; the Council cannot “develop it for you.” Council Member Turner stated that his hesitation has been that when proposed, the project was against the current General Plan zoning of R-1 for the entire property, and even against the General Plan that had been proposed by the Planning Commission, zoning the property as an R-1 and R-2 split. He continued to state that Mr. Frost is asking the City Council to give up on its future vision for this property, and needs to ensure that in exchange, this project is maintainable and remains a quality project for years to come. Mr. Frost stated that sustainability and attainability is critical, and it can only offer so many amenities per unit before it is out of the price range of the market and buyers it is trying to attract.

Mr. Frost stated that the City’s General Plan Ordinance states that the General Plan a “guideline” yet there is no amended process in the City to go against the General Plan. Mayor Craythorne suggested that because the General Plan has been the hang-up from the beginning and it is important to the Council to not stray too far from what it proposes, a possibly good solution would be for the developers to propose a project with the R-1 and R-2 zones and from its plat map, the Council could dictate what lots are where, what areas can have smaller setbacks and frontages, etc., because that flexibility can be granted with the PRUD overlay zone, while avoiding a rezone of the property that is entirely R-2. It could be done so that the same number and ratio of lots being proposed are created, but the Council may be comfortable with having some say and ensuring that the intended density ratio exists. The Mayor stressed that he is not promising that it would be approved, but it may be a solution that works. Mr. Frost stated that he would be okay with that.

6. Other Items

No other items were discussed.

The Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
3200 West 300 North
West Point City, UT 84015**

December 17th, 2019

Mayor
Erik Craythorne
Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Andy Dawson
R. Kent Henderson
Annette Judd
City Manager
Kyle Laws

General Session
7:00 PM - Council Chambers

Minutes for the General Session of the West Point City Council held at the West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on December 17, 2019 at approximately 7:00 pm with Mayor Erik Craythorne presiding.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Gary Petersen, Council Member Kent Henderson, Council Member Jeff Turner, Council Member Andy Dawson, and Council Member Jerry Chatterton

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Workers Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Annette Judd, Jeni Hall, Brett Zaugg, Brian Vincent, Matthew Leavitt, Mara Snider, Jake Shepherd, Heather Christopherson, and Chase Ferguson

1. **Call to Order** – Mayor Craythorne welcomed those in attendance and thanked them for coming.
2. **Pledge of Allegiance** – repeated by all
3. **Prayer** – Given by Mayor Erik Craythorne
4. **Communications and Disclosures from City Council and Mayor**

Council Member Chatterton – None

Council Member Henderson – None

Council Member Dawson – None

Council Member Petersen – Wished to thank Council Member Jeff Turner for his time serving on the City Council and expressed his appreciation for the love and care he has for this City and for the way that he has served.

Mayor Craythorne – Reiterated Council Member Petersen’s comments, thanking Council Member Turner for his service to West Point. The Mayor stated that through the years as Mayor and a Council Member, he has come to know what makes a good leader, and it is those who serve with a love of the City, with no personal aims or self-serving intentions, and make their decisions by considering the best interests of the whole City. The Mayor stated that Council Member Turner embodies all of those qualities and has been a “steady voice of reason” on the Council. Above all that, he has also become a good friend and the Mayor is grateful for the opportunity to get to know and serve with him.

Council Member Turner – In serving on the City Council, Council Member Turner stated that he has gained so much understanding of city government and respect for city processes, as well as a new love for West Point. Without this opportunity, he would be less of a person than who he is today; it has opened his understanding of people, residents, officials, and staff and the decisions that they make. He can truly say that that from what he has seen, there has been no bias in any of those decisions

other than what is best for West Point – even when they are hard decisions. He now realizes how hard it is to be in the position of making decisions that “where you affect one, you affect all.” To be able to watch how well our City is run has been amazing. He especially has a greater appreciation now for our Public Works and Recreation Departments; he had never given their responsibilities much thought before and took their work for granted – from keeping our roads and utilities systems in good condition and the logistics behind all the programs that are made available to our residents. He continued to state that he “cannot be thankful enough” for being able to serve with these Council Members and for the honesty, patience, and desire to do what is best for the City, aside from any personal agendas – it is hard for him to express the amount of respect he has for each of them. He also thanked them for the patience they have had for him – he said it was amazing for him to realize “what he didn’t know he didn’t know about city government.” He continued to state that it is “easy to sit back in your arm chair and criticize those that put their name forward to run for office, willing to be criticized” but they have each handled that well; while they have seen the “best of the best” of our residents, there are also those they have had struggled with as well. Lastly, as an outgoing official, he plans to continue to be “involved and listen and pay more attention” than he ever did before and thanked City Staff for all that they do for West Point.

5. Communications from Staff

Mr. Laws thanked Council Member Turner for his work on the Council, expressing that it was a pleasure to work and serve with him.

This Friday (December 20th) is the annual Cemetery Luminary at 4:00 pm – all are invited to come down and help place the luminaries, or at least visit the Cemetery that night because it is a beautiful site. City Hall will be closed December 25th and 26th and on January 1st. The January 7th City Council Meeting has been canceled due to the City Council Strategy and Visioning Session on January 10th – 11th.

As for an update on the UTOPIA project, the fiber huts have been built and there are five crews in West Point installing the conduit for the fiber lines, with one of those crews actually beginning to pull the lines into one of the huts. Mr. Laws stated that they are working hard it is exciting to see so much progress. Staff has been told that some of the first connections will be available to residents near the end of January or beginning of February. Staff has also put together a “Q&A” about the project that UTOPIA will be mailing out to residents at the first of the year, as well as begin their marketing campaign with more details on how to sign-up. Council Member Chatterton commented that the crews seem to be doing a good job in making sure that residents’ yards are disturbed as little as possible when installing the conduit and “put back the way they found them.”

Lastly, the Council had directed Staff to consult with legal counsel about creating an R-4 zone in the General Plan with some sort of asterisk or note stating that the density could not go above a certain level. Mr. Laws stated that both the City Attorney and our contracted Land Use Attorney were not comfortable with that idea and recommended that if the property owners of the particular parcel in question want to forward with a rezone, that the City enter into a developer’s agreement with them that would cap the density. Mayor Craythorne stated that the purpose of this idea was to better match the R-3 zoning of surrounding properties so that there wasn’t such a drastic change with this R-4 zoned property. Mr. Laws stated that if they did not plan to move forward with a rezone at this time, it would be better to wait until a new zone is actually created and approved in the General Plan. Discussions about this new zone will be on the Planning Commission’s future agendas for a recommendation to send to the City Council.

Mayor Craythorne also noted that the Local Officials Day at the Utah State Legislature will be on January 29th, which some of the West Point Youth Council Members usually attend, and that the Utah League of City and Towns will hold an elected officials’ training on January 4th.

6. Citizen Comment

None

7. Consideration of Approval of the Minutes from the December 3, 2019 West Point City Council Meeting

Council Member Petersen motioned to approve the December 3, 2019 West Point City Council Meeting Minutes

Council Member Henderson seconded the motion

The Council unanimously agreed

8. Consideration of Approval of the Amended Plat for the Mountain Shadows Subdivision – Mr. Boyd Davis

Mr. Davis stated that this item was discussed at the last City Council Meeting and is regards to the owners of Lots 145 and 146 in the Mountain Shadows Subdivision have requested to change their lot lines to give an additional 20 ft. to Lot 146. Mr. Davis stated that both property owners have signed the petition for this action, and that is all that is required by State Code. Staff recommends approval of the Amended Plat. The Council had no further discussion.

Council Member Dawson motioned to approve the amended plat for the Mountain Shadows Subdivision

Council Member Turner seconded the motion

The Council unanimously agreed

9. Consideration of Final Approval of Resolution No. 12-17-2019A, Appointment of Members to the North Davis Fire District Board of Trustees – Mayor Erik Craythorne

Mayor Craythorne stated that a resolution has been provided to the Council, reappointing Council Members Gary Petersen, Jerry Chatterton and himself to the North Davis Fire District Board of Trustees effective January 1, 2020. As the Council is aware, there have been some changes with the District, as well as State Code, and so these appointments now need to be done by resolution. Council Member Dawson inquired as to how many Board Members were appointed from each City (Clearfield, West Point, and Sunset), and the Mayor stated that there are three Council Members from each City; one of the changes with the NDFD is that there is to be equal representation by elected officials from each City, It is also no longer an agency under Clearfield City, which removes the requirement that the Clearfield City Council have to ratify any resolution passed by NDFD Board.

Council Member Henderson motioned to approve the appointment of Council Member Jerry Chatterton, Council Member Gary Petersen, and Mayor Erik Craythorne to the North Davis Fire District Board of Trustees

Council Member Turner seconded the motion

The Council unanimously agreed

10. Consideration of Approval of the FY2019 Audit Report for West Point City – Mr. Ryan Harvey

Mr. Harvey first wanted to thank Ulrich & Associates, represented tonight by Heather Christopherson, and City Staff, namely Linda Webb who does accounts payable for the City, and the City Treasurer, Megan Mills, who “did the bulk of the work” in preparing for the audit.

Mr. Harvey stated that, in short, the City continued its streak of the last few years of no findings, and this year, there were also no recommendations from the auditors. Mr. Harvey summarized the City’s financial position, stated that the net position of the City is currently \$46 million, a majority of which is in capital assets, which is an increase of about \$5 million (12.6%) during 2019. The City’s Governmental Fund reported a combined ending fund balance of \$6.7 million, which is a \$923,000 increase from the prior year. This increase is a result of high sales tax revenue than projected and lower expenditures that have come in under budget. Lastly, the year-end transfer from the General Fund to the Capital Projects Fund was \$956,911, which is the largest amount that has ever been transferred. This is again due to high sales tax revenue and lower expenditures.

The Council thanked Mr. Harvey and City Staff for all of their work and the specialty knowledge that they must have in keeping the City in good financial standing.

Council Member Turner motioned to approve the FY2019 Audit Report
Council Member Petersen seconded the motion
The Council unanimously agreed

11. Motion to Adjourn the General Session

Council Member Petersen motioned to adjourn
Council Member Chatterton seconded the motion
The Council unanimously agreed

GARY PETERSEN, MAYOR PRO TEM

January 21st, 2020

CASEY ARNOLD, CITY RECORDER

January 21st, 2020

City Council Staff Report

Subject: 300 N Reconstruction Bid Award
Author: Boyd Davis
Department: Community Development
Date: January 21, 2020



Background

The City recently received a grant to reconstruct 300 North from 1000 W to 2000 W. This is a joint project with Clearfield City and we have been working on the plans for the past two years. It is a complicated project with utility and irrigation issues to resolve, but the project was finally advertised for bids. The bids will be opened on Tuesday the 21st, which is the same day as the Council Meeting. We will share the results of the bid opening at the Council Meeting.

Analysis

Project Budget..... \$2,125,000

Low Bid.....TBD

Attached to this report is a copy of the bid holders list.

Recommendation

Staff will make a recommendation at the meeting.

Significant Impacts

None

Attachments

Bid Holders List

BID HOLDERS LIST		Bidding Documents Link						
WEST POINT CITY		https://drive.google.com/open?id=1xx4bJYhXHt7_v8eOUkaAehFvAu8gCCPF						
300 North Improvement Project						BID Documents	PRE BID Attend	ADDENDUM No. 1
1/13/2020						Email SENT		Email SENT
COMPANY	CONTACT NAME	PHONE	FAX / Website	EMAIL				
Post Asphalt and Construction	David Rich	(801) 510-2862		bid@postasphalt.com	X	x	X	
Granite Construction Company	Jeff Jude	(801) 430-3395	(801) 731-1361	jeff.jude@gcinc.com	X	x	X	
Marriott Construction	Justin Clawson	(801) 791-3611		rmarriottconstruction@gmail.com	X		X	
Geneva Rock Products	James Rasmussen	(801) 633-3755		jasmussen@genevarock.com	X		X	
Acme	Nicolas J. Dansie, Eli Else	(801) 910-9807		nicolas@acmeutah.com	X		X	
				eli@acmeutah.com				
Wardell Brothers	Jordache Wardell	(801) 710-1904		jwardell@wardellbrothers.com	X	x	X	
Staker Parson	Jeff Davis	(801) 430-0140		jeff.davis@stakerparson.com	X	x	X	
COP Construction	Mike Olson	(801) 652-5257		molson@copconstruction.com	X		X	
BHI Construction	Derek Ulm	(801) 927-0836		dulm@bhico.com	X		X	
Leon Poulson Construction	Jeb Hutson	(801) 731-6150		Jeb.H@LeonPoulsenConstruction.Com	X	x	X	
AAA	Boyd Ricks	(801) 391-1935		bricks@brigham.net	X		X	
Advanced Paving Construction	Justin Petty	(801) 430-1125		justin@advancedpaving.net	X	x	X	
Stapp Construction	Bob Greer	(801) 891-8686		Bob@stappconstruction.com	X		X	
High West Contractors, LLC	Benny Vigil	(801) 560-0309		benny@highwestcontractor.com	X		X	
Allied Underground Technology	Brett LaMont	(435) 994-0373		brett.allied@gmail.com	X		X	
Intermountain Testing Services, Inc.	Orlando Martinez	(801) 776-5355		its.estimating@gmail.com	X		X	
Construct Connect				Jon.Eberle@constructconnect.com	X		X	
Construction Journal				VeronicaW@ConstructionJournal.com	X		X	
North America Procurement Council				scarlet@napc.me	X		X	
Utah Bid Network				ritchel@napc.me	X		X	
HD Fowler Company	Steve Quiroz	(801) 896-8800 ext 331		stevequ@hdfowler.com	X			
Ridge Rock Inc. (Asphalt,Paving)	Ken Anderson	(801) 514-1951		ken@ridgerockinc.com	X			

City Council Staff Report

Subject: Land Use Code Consultant Contract
Author: Boyd Davis
Department: Community Development
Date: January 21, 2020



Background

Staff has been working to obtain proposals from qualified consultants to update the City's Land Use Code. We have received proposals from three different groups and are ready to make a recommendation to the Council.

Analysis

The project includes reviewing the existing code to determine what areas need to be updated to comply with current State Codes. As you are aware, the State has made many changes over the past few years that have a significant impact on municipalities. Once the code has been reviewed, the consultant will also write revisions to the code and assist Staff in processing the changes. We have also asked the consultant to provide training for the Planning Commission and Council, which they are happy to do.

We received three proposals as follows:

John Janson & Meg Ryan.....	\$39,000
Rural Community Consultants.....	\$39,000
Epic Engineering.....	\$ 8,500

After reviewing the proposals and discussing them together as Staff, we are recommending John Janson and Meg Ryan. We are familiar with them and know that they are well qualified. They also submitted the strongest proposal. Epic Engineering had a good price, but it was clear from their proposal that they did not have a good understanding of the project.

Recommendation

Staff recommends the contract be awarded to John Janson & Meg Ryan for \$39,000.

Significant Impacts

None.

Attachments

Contract

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective February 5, 2020, by and between **West Point City**, and **JOHN M. JANSON, and MEGAN RYAN** as individuals, who are for the purposes of this agreement considered “**Independent Contractors**”.

RECITALS:

- A. West Point City is in need of consultant planning services.
- B. Independent Contractors have experience in providing planning services as consultants.
- C. West Point City desires to enter into a service contract with the Independent Contractors for such services.
- D. The parties have determined that it is mutually advantageous to enter into this services contract (“**Agreement**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractors.** West Point City agrees to engage the Independent Contractors, and the Independent Contractors agree to furnish all services and materials necessary or desirable to provide West Point City with the following planning services, including but not limited to, (1) Complete an update to the City’s Zoning Ordinance, generally as provided in exhibit A (2) Provide educational presentation (s) concerning the State Law, Administrative versus Legislative actions, General Plans, for staff, Planning Commission, and the City Council (3) as an option, attend West Point City Planning Commission and City Council meetings (4) provide required reports as needed and; (5) as requested by the City from time-to-time provide other planning related services. (All such services are collectively referred to herein as the “**Services**”). In the event of conflicts and/or inconsistencies within or among, this Agreement, and applicable statute, rules, regulations, or standards, Independent Contractors shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with West Point City’s reasonable interpretation.

2. **Fees for Services.** West Point City shall pay the Independent Contractors according to the attached exhibit A. Billings shall occur monthly but generally relate to the phase suggested in exhibit A (“**Fee**”). Fees shall not exceed \$39,000, unless additional work is agreed to by all parties. Each month the Independent Contractors shall provide West Point City with a detailed hourly invoice. Provided the invoice is in a form acceptable to West Point City and the

Services have been performed to the satisfaction of West Point City then West Point City shall pay such amount within a reasonable time of receipt of the invoice.

3. **Expenses and Costs.** The Fee includes all expenses, taxes, and costs related to the performance of the Services, except printing costs (if needed) and meeting minutes, which shall be a City responsibility.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by the Independent Contractors in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-101, *et seq.* Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with the Independent Contractors.

5. **Public Information.** Independent Contractors understand and agree that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

6. **Confidentiality.** Independent Contractors agree (1) to hold any confidential information in strict confidence; (2) not to disclose confidential information to any third-party, except upon West Point City's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of West Point City confidential information; provided, however, that Independent Contractors may disclose confidential information if and only to the extent required to do so by applicable law (in which case, Independent Contractors shall advise West Point City as soon as practicable and prior to disclosure, if practical, and cooperate and assist West Point City at West Point City's cost and expense, if West Point City seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* Independent Contractors also agree to obligate their employees (if any) to the same obligations imposed on the Independent Contractors as provided in this section.

7. **Alcohol and Drug-free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

8. **Equipment and Facilities.** For purposes of performing the Services, the Independent Contractors shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services, except for,

projection systems, printing, and advertising costs.

9. **Indemnity.** Independent Contractors shall defend, protect, indemnify, save, and hold harmless West Point City, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from the Independent Contractors providing the Services to West Point City. Nothing herein shall be construed to require the Independent Contractors to indemnify West Point City against West Point City's own negligence.

10. **Term.** This Agreement shall be effective as of the date hereof and unless terminated earlier shall terminate on December 30, 2020 provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one (1) year terms.

11. **Assignment and Delegation.** Independent Contractors will not assign or delegate the performance of its duties under this Agreement without the prior written approval of West Point City.

12. **Employment Status.**

a. **Official Status.** Although not anticipated, Independent Contractors shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Independent Contractors and shall be considered to be independent contractors. Independent Contractors have no authority, expressed or implied, to bind West Point City to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** West Point City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services shall have no right to any West Point City pension, civil service, or any other West Point City benefits pursuant to this Agreement or otherwise.

13. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

14. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

West Point City: Fill in appropriate person

with a copy to: City attorney

15. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the **Third Judicial District Court** in and for West Point City, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, the Independent Contractors shall continue to perform the Services during any such litigation and West Point City shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

17. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute “work made for hire” for West Point City. West Point City shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be “work made for hire,” or if West Point City is not considered the owner of all such rights, the Independent Contractors hereby assign to West Point City without reservation, all right, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all sculptures, models, photographs, and other expressions created by the Independent Contractors pursuant to this Agreement. West Point City, in return, hereby grants to the Independent Contractors a nonexclusive license to reproduce drawings and photographs of expressions created by the Independent Contractors for marketing materials. No other copyrights are included in this grant of nonexclusive license to the Independent Contractors. The Independent Contractors shall, upon request, execute, acknowledge, and deliver to West Point City such additional documents as the Independent Contractors may deem necessary or advisable to evidence and effectuate the assignment and West Point City’s rights under this Agreement. The Independent Contractors will indemnify and hold West Point City, its officers, agents, and employees harmless from liability of any kind or nature, including the Independent Contractor’s use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

18. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

19. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

20. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

21. **Entire Agreement and Modification of Agreement.** This Agreement and exhibit attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

22. **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

23. **Time.** Time is the essence hereof.

24. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

25. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

26. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

27. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

29. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, the Independent Contractors acknowledge that the unauthorized use or disclosure of confidential information would cause irreparable harm to West Point City. Accordingly, the Independent Contractors agree that West Point City will have the right to obtain an immediate injunction

against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

30. **Conflicts of Interest.** The Independent Contractors represent and certify that it has not offered or given any gift or compensation prohibited by law to any officer or employee of West Point City to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, West Point City caused this Agreement to be signed by its' Mayor and attested by its City Recorder and delivered, and the Independent Contractors has caused the same to be signed and delivered.

WEST POINT CITY

By: _____
Erik Craythorne, Mayor

ATTEST

Casey Arnold, City Recorder

APPROVED AS TO FORM

Kelshaw King, City Attorney

Megan Ryan

John M. Janson

Exhibit A
Highland Moderate Income Housing Plan (MIHP) Proposal

Phase One - Research

Ryan and Janson will gather the required data as per State Law:

UCA 10-9a-408(2)(c)(i):

- A current estimate of the city's rental housing needs for the following income limits:
80% of the county's adjusted median family income _____
50% of the county's adjusted median family income _____
30% of the county's adjusted median family income _____

UCA 10-9a-103(41)(b):

- An updated projection of 5-year affordable housing needs, which includes:
Projected growth of households (housing demand)
Projected housing stock (housing supply)
Projected median housing costs
Projected median household income

This information will provide the basis of the analysis, as per State Law. Using the State's recommended analysis, a determination of affordable housing status of Highland will be accomplished. This phase will also explore any current programs or policies that are barriers to affordable housing or may be supportive of affordable housing.

Phase Two – Educational Presentation(s) to the PC and CC

Powerpoint presentations will provide the needed background for the elected and appointed officials, provide an understanding of the UDOT Transportation Investment Fund (TIF), the consequences of not doing the MIHP, and lead to the selection of at least three strategies. Budget includes two meetings but could be accomplished in one.

At least three of the following strategies will need to be selected (from the list below), then modified to fit the community, including implementation programs:

- (A) rezone for densities necessary to assure the production of moderate income housing;
- (B) facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate income housing;
- (C) facilitate the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- (D) consider county general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the county;
- (E) create or allow for, and reduce regulations related to, accessory dwelling units in residential zones;
- (F) allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers;
- (G) encourage higher density or moderate income residential development near major transit investment corridors;
- (H) eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;

- (I) allow for single room occupancy developments;
- (J) implement zoning incentives for low to moderate income units in new developments;
- (K) utilize strategies that preserve subsidized low to moderate income units on a long-term basis;
- (L) preserve existing moderate income housing;
- (M) reduce impact fees, as defined in Section [11-36a-102](#), related to low and moderate income housing;
- (N) participate in a community land trust program for low or moderate income housing;
- (O) implement a mortgage assistance program for employees of the county or of an employer that provides contracted services for the county;
- (P) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing;
- (Q) apply for or partner with an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity;
- (R) apply for or partner with an entity that applies for affordable housing programs administered by the Department of Workforce Services;
- (S) apply for or partner with an entity that applies for services provided by a public housing authority to preserve and create moderate income housing;
- (T) apply for or partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance;
- (U) utilize a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency; and
- (V) consider any other program or strategy implemented by the county to address the housing needs of residents of the county who earn less than 80% of the area median income.

Phase Three - Document Preparation

The MIHP is required to become a part of your General Plan. This could mean replacing the relevant chapter or adding to a chapter. Our write-up will use the style of your current General Plan. This chapter or sub-chapter, after adoption, will be submitted to the Department of Workforce Services, by December 1, 2019.

Phase Four – adoption (optional)

Depending on the City's preference, the independent contractors could attend two adoption hearings with the PC and CC. The budget proposal only includes the City Council meeting.

Phase Five – preparation for the Department of Workforce Services (DWS)

We will complete and help submit the MIHP by December 1, 2019, as required by State Law. In addition, we will help you prepare/layout a progress plan and reporting form, which is required for 2020.

Proposed Budget

Phase 1 - \$2000

Phase 2 - \$2000

Phase 3 - \$2500

Phase 4 - \$750

Phase 5 - \$750

Total - \$8,000

Timeline – need to start as soon as possible to meet the December 1 deadline. The process would require a PC meeting and CC meeting for adoption since it is amending the General Plan.

Suggested dates:

September 10, 2019 – joint meeting of CC and PC – education and strategy selection

September 24, 2019 – PC meeting for MIHP addition to the General Plan

October 1 or October 15 – CC meeting for adoption of General Plan amendment

Submission to DWS – depending on the modifications recommended by the City Council, three days plus or minus, after the final CC meeting.

Exhibit A - Project Approach

Phase 1 – State Law Update

Having completed several updates, for other communities, we have developed a State Law update approach. We review your entire Code using the Word “comment box” in track changes to highlight areas where the Code is contrary to State Law, is too vague, needs editing, or has policy issues based on our experience.

Our Phase 1 approach includes meetings with staff and one or two educational meetings to discuss State Law changes, General Plans, legislative and administrative issues, especially as they relate to process, and to Conditional Uses.

Process/Timeline – this review of your ordinance with comments, concerns and text suggestions, could be accomplished in three months. Cost - \$8000 with approximately 80 hours of work. Travel time is included with site visits for meetings.

Phase 2 – Proposed Text amendments

We will create actual text amendments that we believe address your issues. This takes considerable time and effort depending on what we uncover in phase 1 and any code changes that you might want to meet the goals of your General Plan. This could possibly include some new ordinances, depending on the complexity of those. We have a fair number of new ordinances that we have produced over the last ten years, that meet State Law and achieve the goals of a community’s General Plan. We are well versed in ordinance issues and can suggest updates to improve the quality of development in your City.

A time consuming piece of this effort, is to assess your permitted and conditional uses in each zone. This would be accomplished with staff initially but could involve quite a bit of effort in the public adoption process.

In addition, we would like to review a few years of your previous conditional use approvals. This will help us ascertain the sort of conditions that have been placed on the Conditional Uses to help us understand more of the conditions that will need to become standards in the new ordinance. The idea of eliminating all Conditional Uses may be one of the more controversial aspects of this Code update. Although we fully understand that is the subtle guidance being given in the current State Law, we also know that many communities want greater transparency for certain land uses. Transparency usually means some sort of public hearing/notice, even though public clamor can not be used in the decision making for a conditional use. As long as everyone really understands that concept, which we will try to clearly address in the educational session in Phase 1, we are supportive. It is your community’s decision, not ours!

Cost - \$19,000 with approximately 190 hours of work. This phase should be completed within 6 months. Travel time is included with site visits for meetings

Phase 3 – The Adoption Process (optional)

We are willing to shepherd the new ordinance through the Planning Commission and City Council. It would be wise to break the ordinance down into several sections so as not to overwhelm either body with the quantity of information.

Cost - \$12,000 with approximately 120 hours of work over a period of 6 months for mostly meetings with staff, the Planning Commission, and the City Council. Travel time is included with site visits for meetings

Total cost \$39,000 – this is a “not to exceed” price, unless additional ordinance work is requested

Phase 4 – Other ordinance requests (optional)

We understand that there may be requests for new ordinances that are not essentially updates of current chapters. Overall creating new ordinances and moving through the adoption process, is difficult to estimate and can require public input with various community groups, or possibly open houses. The average time to take a new ordinance through from drafting to adoption is a minimum of 6 to 9 months.

We would provide a process and cost estimate per any requested new ordinance.

As an FYI, our resumes are as follows

Resumes



John M. Janson AICP

Planning Solutions

2643 E 3120 S

Salt Lake City, Utah 84109

801-232-3778

j_janson@comcast.net

Education

University of Utah, Bachelor of Science in Geography - 1975

The Ohio State University, Master of City and Regional Planning, 1977

Employment

Millard Consultants, vice president, 1977 -1978

Master planning for various small communities

Davis County Planning, planner, 1978 -1980

Responsible for the planning needs of Kaysville and Fruit Heights,

Hillside Ordinance, Community Design Handbook, Kaysville RDA

West Valley City, CED Assistant Director/Planning Director, 1980-2010

Long Range Planning emphasis, grants, CDBG, ordinance development,

co-author of the Transfer of Development Rights, Sign, Mixed Use, City Center, and numerous other ordinances, City General Plan 1984, Vision 2020 Plan, Strategic Planning, and City Center Vision Plan. Project review, SID project manager, and UTA LRT project liaison

Pleasant View City, City Planner, 1996 - 2005

Responsible for the planning needs of this semi-rural Weber County community, General Plan update, preservation alternatives, ordinance enhancements, project review

Consulting planning work, "Planning Solutions", with Steve Pastorik AICP

Davis County, Foothill Study, fall 2002 – public involvement

Kaysville City, 2003 – 2008 - various ordinances

Plain City, consulting planner, 2005 – 2006. Planned Unit Development ordinance, application review

Loa Town, 2008-2009, General Plan and complete Zoning Ordinance

Utah Form Based Code Template/Manual, Project Manager 2010-2013

Jordan River Commission, Best Practices, Contributing author, 2012-2013

Consulting work with Civil Solutions Group

South Salt Lake Form Based Code, 2014

West Point General Plan, 2015

The Vineyard Town Center Vision and Form Base Code, 2015

Brigham City General Plan update, on-going in 2016

Clearfield Downtown Form Based Code, 2018

Millcreek General Plan, Code Updates, and City Center study, 2017 - 2019

Bluffdale City Code Update - 2018

Associations

Utah American Planning Association – President for 3 terms

Millcreek Township Planning Commission – past Chair

Megan Ryan

2468 Little Kate Rd.

Park City, Utah 84060

(435) 901-1407

megbryan@comcast.net

Land Use Consultant

2018 – West Bountiful State Code compliance audit

2017-2018 – Bluffdale City Code update

2003- Current

Utah League of Cities & Towns

Land Use Manager. Part Time position. Train Planning Commission and City Councils in land use policies and procedures required at State and Federal level. Draft and review zoning ordinances statewide, assist with technical planning and zoning issues, support legislative drafting of land use bills. Support the Land Use Academy of Utah (LUAU) website with management and production assistance launched in 2016.

Appeal Authority

Serve as the Appeal Authority for Morgan County and West Point.

Ordinance Updates.

Provide consulting assistance to municipalities to update land use ordinances.

2001-2002

Conserving Our Open Lands (COOL)

Interim Executive Director of Nonprofit group dedicated to monitoring

conservation easements in Summit County and promoting Transfer of Development Rights zoning techniques.

2003-2004

City Of Midvale, Utah

Worked as consulting team to draft new zoning code for City of Midvale, Utah.

1993 - 1999

Park City Municipal Corporation, Park City, UT

Senior Planner, Community Development Department

- Revised City housing policies and created new ordinances, 1994 and 1999, and facilitated production of over 200 units of affordable housing since 1995.
- Conducted regulatory permit and single family design review.
- Researched and wrote the Park City lighting ordinance that preserves dark skies and promotes energy efficiency (adopted in 1998).
- Drafted elements of the Park City General Plan and created regulatory ordinances for permit review. Developed web page for Planning Department.

Education

UNIVERSITY OF UTAH, Salt Lake City, Utah

1997-1998

Postgraduate Certification in Conflict Resolution Communication, Mediation, and Facilitation

UNIVERSITY OF UTAH, Salt Lake City, Utah

1995-1996

Management Certificate Program

UNIVERSITY OF CALIFORNIA, Berkeley, CA

1989-1990

Master's Degree in City and Regional Planning

Government Services/Community Development Concentration.

BOSTON UNIVERSITY, Boston, MA

1986

Bachelor of Arts degree in Urban Affairs and Public Policy

City Council Staff Report

Subject: Release of Easement – GlenDell Subdivision
Author: Kyle Laws
Department: Executive
Date: January 21, 2020



Background

When the GlenDell Subdivision was approved, a 200 ft. easement was placed on the plat to accommodate the future West Davis Corridor. The easement was placed in the original corridor that was established in 2001. Since that time, UDOT has abandoned that corridor in favor of another alternative that is slightly west of the original route. In 2013, the City received request to release the easement on lots 9 and 10 claiming the easement created a hardship with the pending sale of his property. The City approved that request through Resolution No. 03-19-2013B. In 2016, another request came in from the owner of lot 14 who wanted to build a shed on his property. Because the recent EIS for West Davis Corridor had been completed and the new alignment location identified, it was clear the full 200' easement would not be needed. The City approved this request through Resolution No. 05-17-2016A. A couple of months ago, a third request came in from the owner of lot 5 asking that the easement be released on his property since it was clear it wouldn't be needed by UDOT for the West Davis Corridor.

Analysis

After considering this recent request, Staff recommends that the Council consider releasing all of the existing easement that is not needed for the West Davis Corridor. As seen on the attached map the proposed West Davis Corridor is to the west of the GlenDell Subdivision, much of which is outside of, or to the west of, the existing easement. Rather than take these requests one at a time, it seems prudent to release all of the easement that is unneeded. Staff has talked with UDOT about this approach and they do not have a problem with the City taking this action. The purpose of the easement was to prevent property owners from building permanent structures in the future highway corridor, not to take the property from the owners. UDOT would still be required to purchase the property within the easement just as any other property in the corridor.

Recommendation

Staff recommends Council approve Resolution No. 01-21-2020B, Approving the release of a portion of the West Davis Corridor Easement through GlenDell Subdivision.

Significant Impacts

None

Attachments

Resolution No. 01-21-2020A
Map

RESOLUTION NO. 01-21-2020B

**A RESOLUTION RELEASING A PORTION OF AN
EASEMENT IN THE GLENDELL ACRES SUBDIVISION
PHASES 1 AND 2 IN WEST POINT CITY, DAVIS COUTY, UTAH**

WHEREAS, West Point City has been preserving a corridor for a future highway known as the West Davis Highway; and

WHEREAS, a 300 ft. easement was recorded along the west boundary line of the GlenDell Acres Subdivision Phases 1 and 2 for said highway; and

WHEREAS, said easement was later reduced to 200 ft.; and

WHEREAS, additional portions of the easement have been released on lots 9,10, and 14 of said subdivision; and

WHEREAS, the Utah Department of Transportation has completed an environment impact study for said highway; and

WHEREAS, the proposed corridor as shown in the study does not cover the full easement.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

A portion of the easement along the west boundary line of the GlenDell Acres Subdivision Phases 1 and 2 is hereby released. The remaining easement shall remain in place. Said portion of easement being released is more particularly described as follows and as depicted on Exhibit A attached hereto and incorporated by this reference:

A part of the Northeast Quarter of Section 31, Township 5 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the north property line of lot 14 of the GlenDell Acres – Phase 2 subdivision as recorded in the Recorder’s office of Davis County, Utah, said point being S 89°58’10” E 1320.67’ from the North Quarter Corner of Section 31, Township 5 North, Range 2 West; thence, S 0°05’14” W 582.89’; thence S 89°58’10” E 150.00’ to the point of beginning. Thence as follows:

**S 00°05’14” W 101.80’; thence,
S 89°58’10” E 50.00’ along the south line of said lot 14; thence,**

S 00°05'14" W 305.40' to a point on the south line of lot 17; thence,
N 89°58'10" W 161.27' along the south line of lot 17; thence,
Northeasterly along the arc of a 5862.83' curve to the right a distance of 828.95' (Long Chord
Bears N 11°18'54" E 828.26')
S 00°05'14" W 405.42' to a point on the north line of lot 14; thence,
N 89°58'10" W 50.00' along the north line of lot 14 to the Point of Beginning.

Contains 1.57 acres

Excepting a 7.5' public utility easement as required by West Point City along the north and south lines of lot 1, the north line of lot 2, the south line of lot 3, the north line of lot 4, and the south line of lot 5 of the GlenDell Acres – Phase 1 subdivision as recorded in Recorder's office of Davis County, Utah.

Also Excepting a 7.5' public utility easement and required by West Point City along the north line of lot 14, the south line of lot 15, the north line of lot 16, and the south line of lot 17 of the GlenDell Acres – Phase 2 subdivision as recorded in the Recorder's office of Davis County, Utah.

PASSED AND ADOPTED this 21st day of January, 2020

WEST POINT CITY,

A Municipal Corporation

By: _____
Gary Petersen, Mayor Pro Tem

ATTEST:

Casey Arnold, City Recorder

EXHIBIT A

