



3200 W 300 N, West Point, UT 84015
801.776.0970

WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

ELECTRONIC MEETING

July 21, 2020

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

This public meeting will be held electronically in accordance with the March 18th, 2020 Executive Order 2020-5 issued by Governor Herbert:
2020-5: *Suspending the Enforcement of Provisions of Utah Code § 52-4-202 and § 52-4-207 Due to Infectious Disease COVID-19 Novel Coronavirus*

The public may listen to the meeting electronically & provide public comment when appropriate by following these instructions:

- Join Zoom Meeting at: [https://us02web.zoom.us/j/839 5480 6071](https://us02web.zoom.us/j/83954806071) or
- Connect via Telephone: Dial 1(669) 900-6833 and enter Meeting ID: 839 5480 6071

Members of the public may also participate in the Citizen Comment item via email prior to the meeting

Comments must be received prior to the 7PM City Council Meeting

- Email: carold@westpointcity.org
- Subject Line: Must be designated as "Citizen Comment – July 21, 2020 City Council Meeting"
- Email Body: Must include **First & Last Name and Address** and a succinct statement of your comment.

ADMINISTRATIVE SESSION

6:00 PM – OPEN TO THE PUBLIC

1. Discussion Regarding the Bluff View Subdivision – Mr. Boyd Davis pg. 5
2. Discussion Regarding a Rezone Request for the Moss Property at 59 S 3000 W – Mr. Boyd Davis pg. 11
3. Discussion Regarding Setbacks for Detached Accessory Apartments – Mr. Boyd Davis pg. 13
4. Discussion Regarding a Rezone Request for the Matthews Property at 3635 W 300 N – Mr. Boyd Davis pg. 15
5. Discussion Regarding CARES Act Funding – Mr. Kyle Laws pg. 17
6. Other Items

GENERAL SESSION

7:00 PM – OPEN TO THE PUBLIC

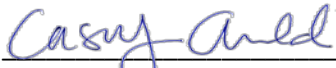
1. Call to Order
2. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
3. Communications and Disclosures from City Council and Mayor
4. Communications from Staff
5. Citizen Comment (If you wish to make comment to the Council, you are encouraged to email your comments prior to the meeting using the instructions above. If you have joined the electronic meeting, use the "raise hand" icon if on a computer or dial *9 to indicate that you would like to make a comment. When it is your turn, the meeting host will unmute you. Please clearly state your name and address and keep 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).
6. Consideration of Approval of the Minutes from the July 7, 2020 West Point City Council Meeting pg. 26
7. Consideration of Final Approval of the West Lake Estates Subdivision Phase I – Mr. Boyd Davis pg. 38
8. Consideration of Approval of Resolution No. 07-21-2020A, Approving a Postponement Agreement with Craythorne Development for Property Located at 1111 N 4000 W – Mr. Boyd Davis pg. 42
9. Consideration of Final Approval of the Womsquom Subdivision – Mr. Boyd Davis pg. 42
10. Consideration of Approval of Resolution No. 07-21-2020B, Approving a Postponement Agreement with Brett Kenley for Property Located at 876 N 5000 W – Mr. Boyd Davis pg. 49
11. Consideration of Final Approval of the Brett Kenley Subdivision – Mr. Boyd Davis pg. 49
12. Consideration of Final Approval of the Phase I of the Dahlia Estates Subdivision – Mr. Boyd Davis pg. 63
13. Consideration of Approval of Ordinance No. 07-21-2020A, Amending West Point City Code Sections 15.20.165, 17.25.080 & 17.35.80 - Modifying Front Yard Setback Requirements in Multi-Family Developments – Mr. Boyd Davis pg. 56
 - a. Public Hearing
 - b. Action
14. Motion to Moved into a Closed Session

CLOSED SESSION

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

15. Motion to Adjourn the General Session

Amended and Posted this 20th day of July, 2020


CASEY ARNOLD, CITY RECORDER

TENTATIVE UPCOMING ITEMS

Date: **08/04/2020**

Administrative Session – 6:00 pm

1. Discussion Regarding the Property Tax Rate for the 2020 Taxable Year for West Point City and the FY2021 Final Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
2. Discussion Regarding the Bennett Farms Subdivision Phase II – Mr. Boyd Davis

General Session

1. Call to Order
2. Citizen Comment
3. Consideration of Approval of Resolution No. 08-04-2020A, Approving a Development Agreement with NHM8, LLC for the Bluff View Subdivision – Mr. Boyd Davis
4. Consideration of Final Approval of the Bluff View Subdivision – Mr. Boyd Davis
5. Consideration of Approval of Resolution No. 08-04-2020A, Approving an Interlocal Cooperation Agreement for Services Related to the Davis Cares Business Grant Program – Mr. Kyle Laws
6. Consideration of Approval of Ordinance No. 08-04-2020A, Rezoning Property Located at 3635 W 300 N from the R-2 to the R-4 Zone – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action
7. Consideration of Approval of Ordinance No. 08-04-2020B, Rezoning Property Located at 59 S 3000 W from the R-2 and C-C Zones to the R-4 Zone – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action
8. Consideration of Approval of Ordinance No. 08-04-2020C, Regarding Setbacks for Detached Accessory Apartments – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

Date: **08/18/2020**

Administrative Session – 6:00 pm

1. Discussion Regarding the Property Tax Rate for the 2020 Taxable Year for West Point City and the FY2021 Final Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
2. Quarterly Financial Report – Mr. Ryan Harvey

Special Budget Meeting of the West Point City Council – 7:00 pm

1. Call to Order
2. Pledge
3. Prayer
4. Communications/Disclosures Council
5. Communications Staff
6. Consideration of Approval of Resolution No. 08-18-2020A, Adopting the Property Tax Rate for the 2020 Taxable Year for West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption
7. Consideration of Approval of Ordinance No. 08-18-2020A, Adoption of the FY2021 Final Budget for West Point City and All Related Agencies
 - a. Public Hearing
 - b. Adoption
8. Motion to Adjourn Special Meeting

General Session – 7:00 pm

9. Swearing-In Ceremony of the 2020-2021 West Point City Youth Council Members – Mayor Erik Craythorne
10. Consideration of Final Approval of the Bennett Farms Subdivision Phase II – Mr. Boyd Davis

Date: **09/01/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Davis County Sheriff's Office Quarterly Update
2. Youth Council Update



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
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY

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	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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16	17	18	19	20	21	22
23	24	25	26	27	28	29

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH

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	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

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	19
20	21	22	23	24	25	26
27	28	29	30			

APRIL

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
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

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	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY

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	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

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	19	20	21
22	23	24	25	26	27	28
29	30					

JUNE

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	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

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	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

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
21	City Council - 6 PM
23	Planning Commission - 6 PM
24	Pioneer Day - CLOSED

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

AUGUST

4	City Council - 6 PM
TBD	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

MARCH

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

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

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

MAY

5	City Council - 6 PM
7	CEMETERY CLEANING
8-9	SPRING CLEAN UP
8-9	TAKE PRIDE IN WEST POINT
14	Planning Commission - 6 PM
18	Senior Lunch - CANCELED
19	City Council - 6 PM
25	Memorial Day - CLOSED
28	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

JUNE

2	City Council - 6 PM
6	MISS WEST POINT ONLINE PAGEANT
11	Planning Commission - 6 PM
15	Senior Lunch - 11:30 AM
16	City Council - 6 PM
25	Planning Commission - 6 PM
30	GENERAL PRIMARY ELECTION

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

*UPDATED AS OF July 15, 2020

City Council Staff Report

Subject: Bluff View Development Agreement
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

The Bluff View Subdivision is a project submitted by NHM8, LLC which consists primarily of Nilson Homes, Mark Thayne, and Jake Shepherd. The subdivision will include the Schneider and Matthews properties that were both recently rezoned to the R-4 zone. Their intentions are to build patio homes on the Schneider property and townhouses on the Matthews property. The developers are proposing an emergency access through the cemetery and are in need of a development agreement before proceeding. This report will outline the main provisions that may be included in the agreement.

Analysis

The attached preliminary plan shows the location of the patio homes and the townhouses, although a revised plan should be available prior to the meeting on Tuesday. You will see that the townhouses are at a higher density than was expected. The patio homes are below the allowed density and they are using that remaining density to increase the density of the townhouses, essentially sharing the density. Originally we thought this was not allowed, but after a thorough review by outside legal counsel, it was determined that this is allowed since the two properties have been combined into one project and the developers have submitted the application as one entity.

The requested access through the cemetery is needed in order to meet the Fire Code requirements as well as the City Code requirements that no more than 30 lots be allowed on a single access. This would become the second access for the Nilson Homes portion of the project. The developers are willing to pave the access through the cemetery which may be of some benefit to the City as that access is used for cemetery needs. In addition, the developers need to run utility lines through the cemetery access to provide culinary and secondary water needs for their project.

The development will also need access to a sewer easement that the City obtained from Davis County along the 200 S drain. The agreement should include a provision granting them access to the easement.

Below is a summary of provisions for the Council to consider in this agreement. Staff would like feedback from the Council on any other items to include.

City's Obligations

Grant Access Through Cemetery

Developer's Obligations

Develop according to the approved plan

Grant a Utility Easement Through Cemetery

Provide a 50' wide Loop Road in the Townhouses
(this may be reflected on the revised preliminary
plan)

Grant Access to the Sewer Easement

Enhance the access and road leading to the
cemetery access

Staff will work with legal counsel to prepare a Development Agreement to be considered for a vote at the August 4, 2020 City Council Meeting.

Recommendation

No action required. This is for discussion only, but Staff would like direction from the Council.

Significant Impacts

None

Attachments

Preliminary Plan

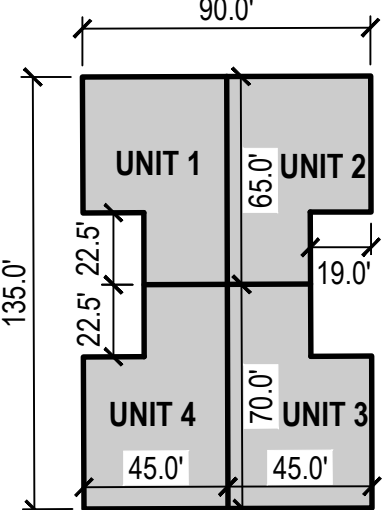
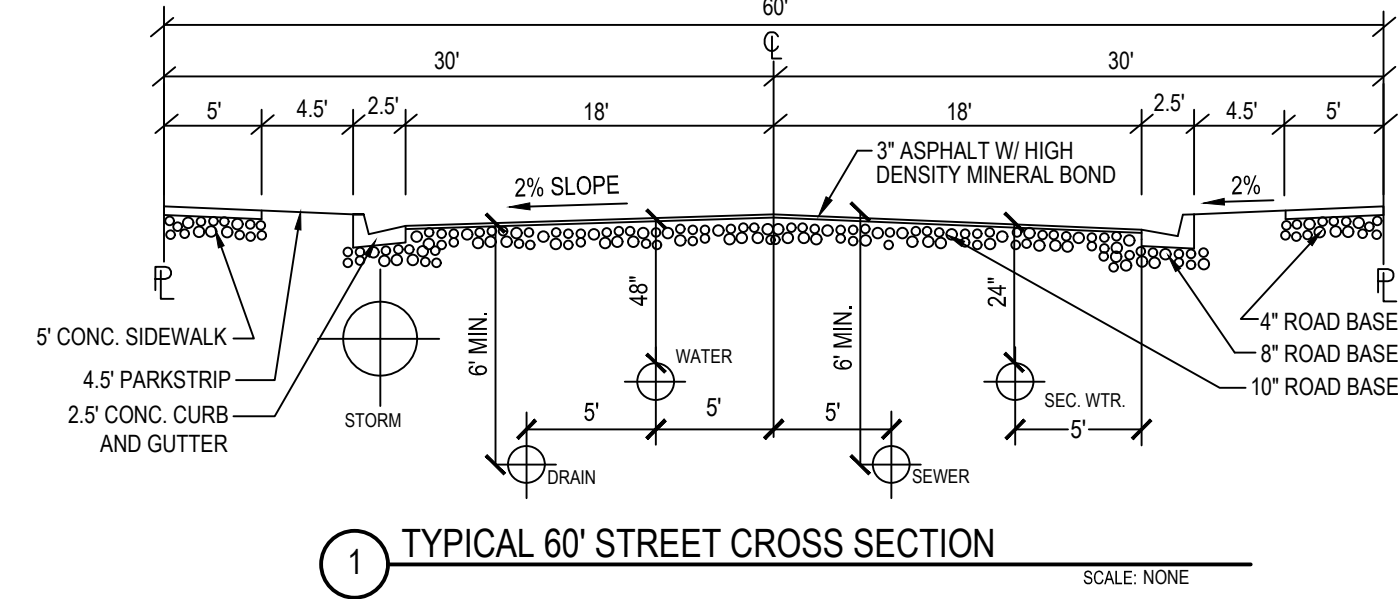


CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'



TYPICAL BUILDING DIMENSIONS
THESE BUILDING DIMENSIONS ARE APPROXIMATE AND WILL BE FINALIZED AND APPROVED WITH BUILDING PERMITS

Bluff View Subdivision Description
A parcel of land situate in the Northwest Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian also being in West Point City, Davis County, Utah. Being more particularly described as follows:
Beginning at a point on the North line of said Section 5, said point being South 89°56'47" East 905.68 feet along the section line from the Northwest Corner of said Section 5 and running thence:
South 89°56'47" East 512.40 feet along the section line;
thence South 00°03'13" West 279.25 feet;
thence South 89°56'47" East 156.00 feet;
thence South 00°03'13" West 50.75 feet;
thence South 89°56'47" East 82.00 feet;
thence North 00°03'13" East 297.00 feet to the South right-of-way line of 300 North Street;
thence South 89°56'47" East 434.41 feet along said South right-of-way line;
thence South 00°03'13" West 175.00 feet;
thence South 89°56'47" East 80.00 feet;
thence North 00°03'13" East 208.00 feet to the North line of said Section 5;
thence South 89°56'47" East 255.43 feet along said North line;
thence South 00°03'13" West 194.00 feet;
thence South 89°56'47" East 83.88 feet;
thence South 00°06'47" East 68.00 feet;
thence North 89°56'47" West 413.72 feet;
thence South 00°03'13" West 398.00 feet;
thence South 00°03'13" West 398.00 feet;
thence North 89°56'47" West 522.20 feet;
thence South 00°03'13" West 29.38 feet;
thence North 89°53'45" East 329.30 feet;
thence South 00°11'40" East 1287.30 feet;
thence South 88°50'37" West 401.07 feet;
thence North 27°34'00" West 218.42 feet;
thence East 91.43 feet;
thence North 00°11'40" West 1491.24 feet;
thence South 89°56'47" East 72.60 feet;
thence North 00°03'13" East 300.00 feet to the point of beginning.

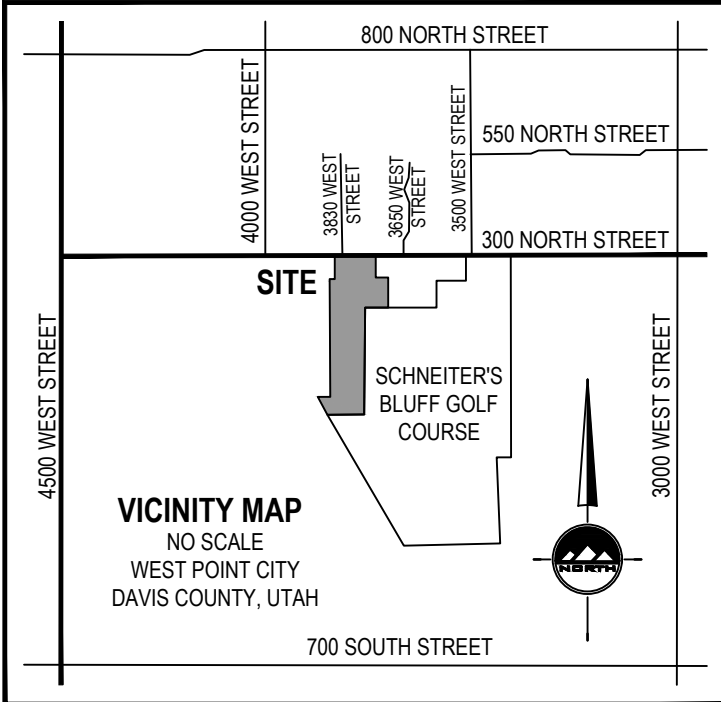
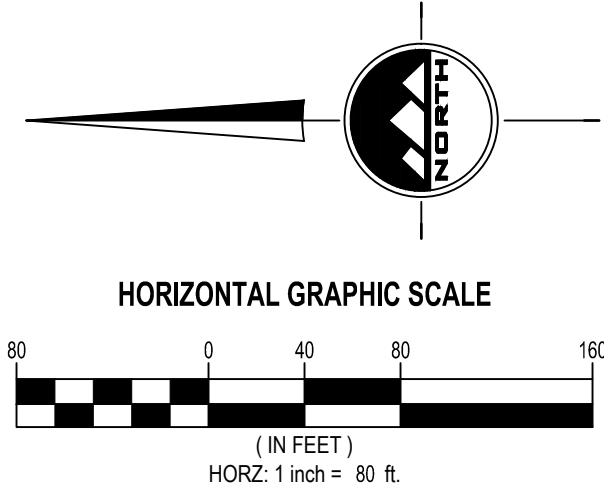
Contains: 1,361,247 square feet or 31,250 acres.

Trent R. Williams, PLS
License no. 8034679

Date:

GENERAL NOTES

- PROPERTY IS ZONED R-4.
- SETBACKS ARE:
FRONT YARD SETBACK IS 20'
REAR YARD SETBACK IS 20' (INTERIOR AND CORNER LOT)
SIDE YARD SETBACK IS 8' (TOTAL 16')
SIDE YARD SETBACK IS 8' AND 20' (CORNER LOT)
- LAND TO BE ACQUIRED FROM SCHNEITER'S RIVERSIDE GOLF CLUB
16,145 SQUARE FEET OR 0.371 ACRE.
- PARKING REQUIRED:
4 PLEX = 2.5 STALLS PER UNIT
5 PLEX = 1.5x2 + 8 = 11 STALLS PER BUILDING
6 PLEX = 1.5x3 + 8 = 12.5 STALLS PER BUILDING
- LANDSCAPING PLAN WILL BE PROVIDED WITH FINAL APPROVAL SUBMITTAL.



PHASE 1 TOWNHOMES			
UNIT TYPE	# OF UNITS	PARKING REQUIRED	PARKING PROVIDED
4-PLEX UNITS (1 TOTAL)	4	10	16
5-PLEX UNITS (1 TOTAL)	5	11	20
6-PLEX UNITS (6 TOTAL)	36	75	144
TOTAL UNITS	45	96	180

PHASE 2 TOWNHOMES			
UNIT TYPE	# OF UNITS	PARKING REQUIRED	PARKING PROVIDED
4-PLEX UNITS (3 TOTAL)	12	30	48
5-PLEX UNITS (1 TOTAL)	5	11	20
6-PLEX UNITS (5 TOTAL)	30	63	120
TOTAL UNITS	47	104	188

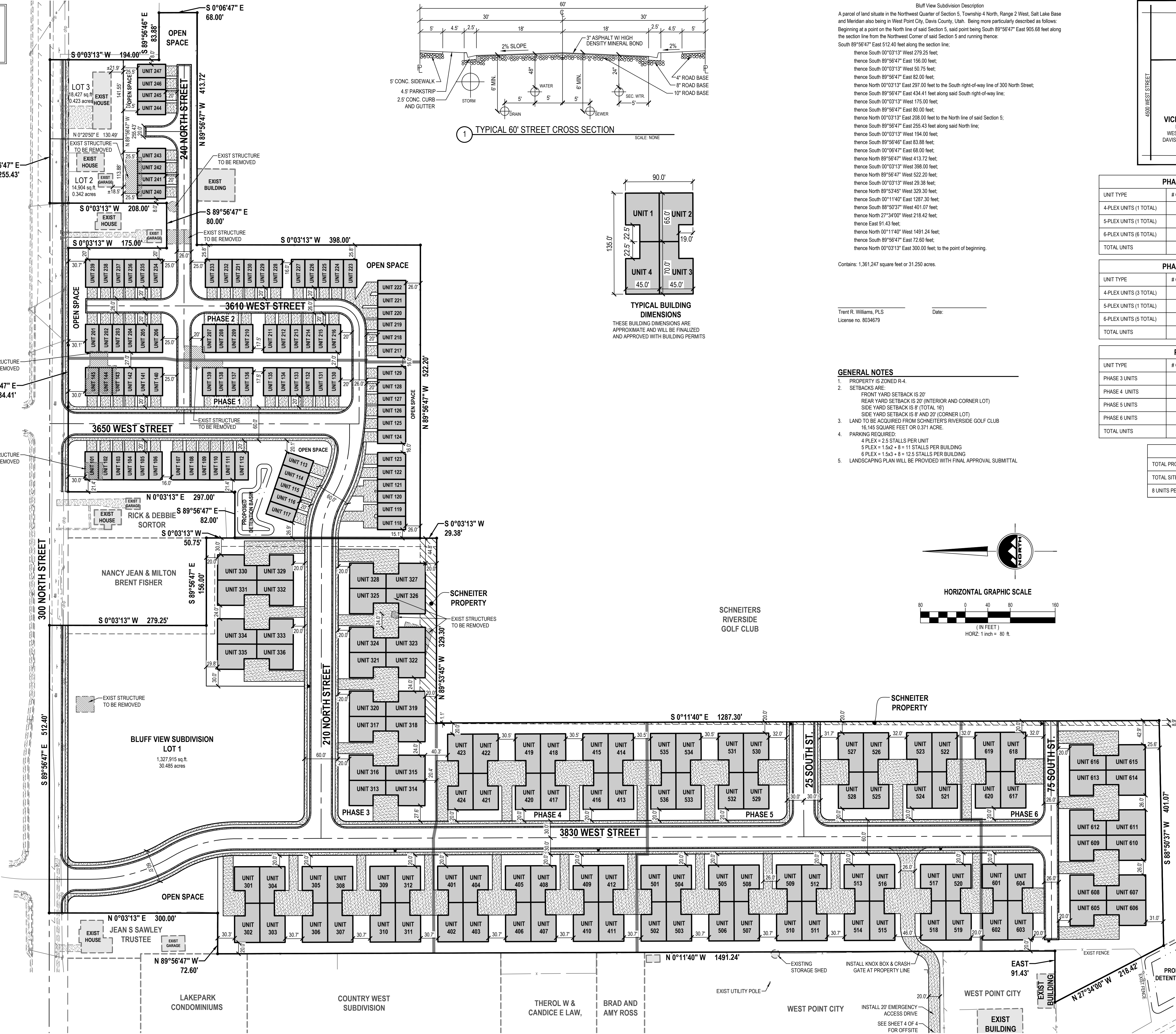
PHASE 3, 4, 5, 6			
UNIT TYPE	# OF UNITS	PARKING REQUIRED	PARKING PROVIDED
PHASE 3 UNITS	36	90	144
PHASE 4 UNITS	24	60	96
PHASE 5 UNITS	36	90	144
PHASE 6 UNITS	20	50	80
TOTAL UNITS	116	290	464

LAND USE TABLE	
TOTAL PROJECT UNITS	208
TOTAL SITE AREA	31,057 acres
8 UNITS PER ACRE MAXIMUM	6.69 UNITS/ACRE

PHASE 1 & 2 OPEN SPACE	
OPEN SPACE	144,963 sq.ft.
TOTAL AREA	370,217 sq.ft.
PERCENTAGE	39.0%

PHASE 3,4,5,6 OPEN SPACE	
OPEN SPACE	231,134 sq.ft.
TOTAL AREA	825,084 sq.ft.
PERCENTAGE	28.0%

TOTAL OPEN SPACE	
OPEN SPACE	376,097 sq.ft.
TOTAL AREA	1,195,301 sq.ft.
PERCENTAGE	31.4%
NOTE: TOTAL AREA SHOWN IS MINUS LOT 1 & 300 NORTH ROADWAY DEDICATION	



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

BLUFF VIEW SUBDIVISION
PRELIMINARY PLAT - NOT TO BE RECORDED
3830 WEST 300 NORTH
WEST POINT, UTAH



NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			

PRELIMINARY SITE PLAN

PROJECT NUMBER
7941B

PRINT DATE
5/19/20

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

1 OF 4



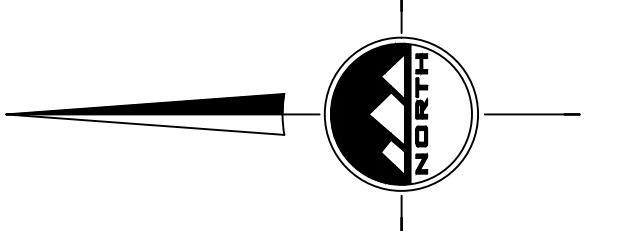
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4297.17'

KEY NOTES:

- 1 INSTALL SDCB
- 2 INSTALL SDMH
- 3 INSTALL BASIN CONTROL STRUCTURE
- 4 INSTALL SD LINE

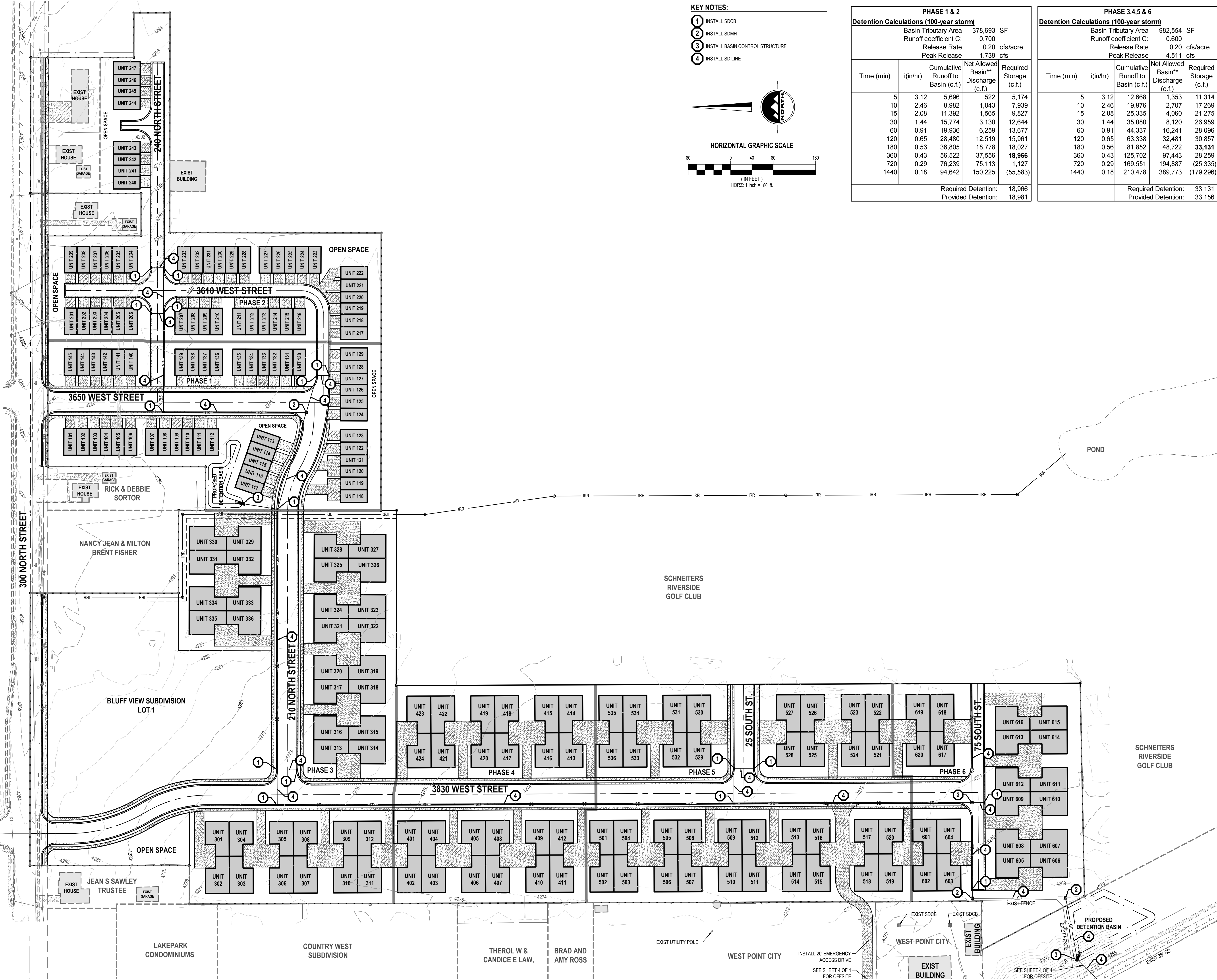


HORIZONTAL GRAPHIC SCALE

(IN FEET)

HORZ: 1 inch = 80 ft.

PHASE 1 & 2						PHASE 3,4,5 & 6					
Detention Calculations (100-year storm)						Detention Calculations (100-year storm)					
Basin Tributary Area		378,693		SF		Basin Tributary Area		982,554		SF	
Runoff coefficient C:		0.700				Runoff coefficient C:		0.600			
Release Rate		0.20		cfs/acre		Release Rate		0.20		cfs/acre	
Peak Release		1.739		cfs		Peak Release		4.511		cfs	
Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)		Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)	
5	3.12	5,696	522	5,174		5	3.12	12,668	1,353	11,314	
10	2.46	8,982	1,043	7,939		10	2.46	19,976	2,707	17,269	
15	2.08	11,392	1,565	9,827		15	2.08	25,335	4,060	21,275	
30	1.44	15,774	3,130	12,644		30	1.44	35,080	8,120	26,959	
60	0.91	19,936	6,259	13,677		60	0.91	44,337	16,241	28,096	
120	0.65	28,480	12,519	15,961		120	0.65	63,338	32,481	30,857	
180	0.56	36,805	18,778	18,027		180	0.56	81,852	48,722	33,131	
360	0.43	56,522	37,556	18,966		360	0.43	125,702	97,443	28,259	
720	0.29	76,239	75,113	1,127		720	0.29	169,551	194,887	(25,335)	
1440	0.18	94,642	150,225	(55,583)		1440	0.18	210,478	389,773	(179,296)	
		Required Detention:		18,966				Required Detention:		33,131	
		Provided Detention:		18,981				Provided Detention:		33,156	





THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NH&B, LLC
P.O. BOX 2000
LAYTON, UTAH 84041

CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION

PRELIMINARY PLAT - NOT TO BE RECORDED

3830 WEST 300 NORTH

WEST POINT, UTAH



PROFESSIONAL ENGINEER
No. 5049039
5-11-2000
GARON HESS PRESTON
STATE OF UTAH

NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

PRELIMINARY GRADING PLAN

PROJECT NUMBER
7941B

PRINT DATE
5/19/20

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

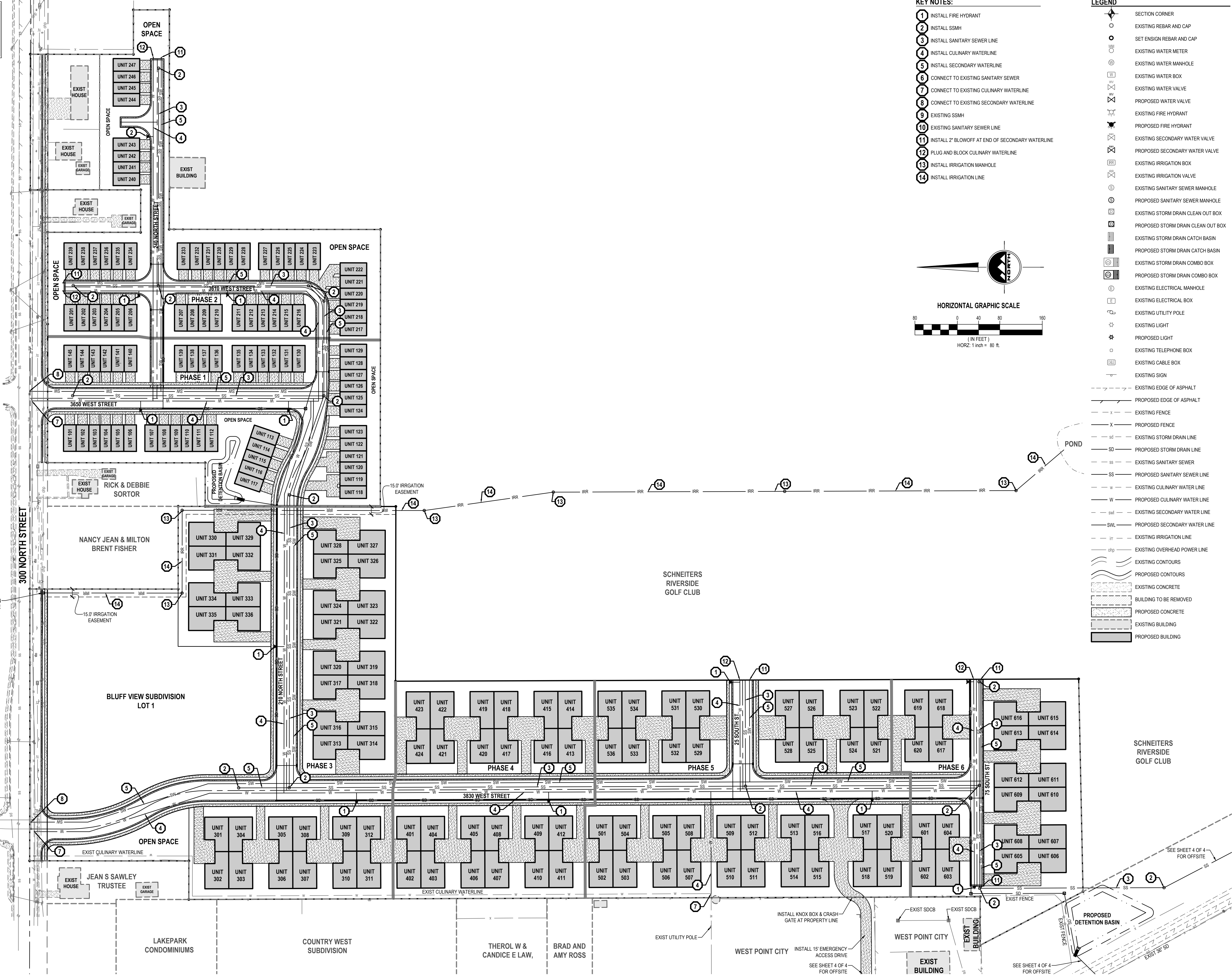
2 OF 4

811

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4297.17'



EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.866.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NHMB, LLC
P.O. BOX 2000
LAYTON, UTAH 84041
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION

PRELIMINARY PLAT - NOT TO BE RECORDED

3830 WEST 300 NORTH

WEST POINT, UTAH

PROFESSIONAL ENGINEER

CHADRON HESS PRESTON

NO. DATE REVISION BY

1 5-11-2020 FOR REVIEW

2

3

4

5

6

7

8

PRELIMINARY UTILITY PLAN

PROJECT NUMBER 7941B PRINT DATE 5/19/20

DRAWN BY M.ELMER CHECKED BY C.PRESTON

PROJECT MANAGER C.PRESTON

3 OF 4

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

42

12

22

5

Pumper Fire Truck
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Max Wheel Angle

40.00m
8.15m
7.745m
0.656m
8.187m
5.00s
45.00°

LEGEND

SECTION CORNER

EXISTING REBAR AND CAP

SET ENSIGN REBAR AND CAP

EXISTING WATER METER

EXISTING WATER MANHOLE

EXISTING WATER BOX

EXISTING WATER VALVE

PROPOSED WATER VALVE

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

EXISTING SECONDARY WATER VALVE

PROPOSED SECONDARY WATER VALVE

EXISTING IRRIGATION BOX

EXISTING IRRIGATION VALVE

EXISTING SANITARY SEWER MANHOLE

PROPOSED SANITARY SEWER MANHOLE

EXISTING STORM DRAIN CLEAN OUT BOX

PROPOSED STORM DRAIN CLEAN OUT BOX

EXISTING STORM DRAIN CATCH BASIN

PROPOSED STORM DRAIN CATCH BASIN

EXISTING STORM DRAIN COMBO BOX

PROPOSED STORM DRAIN COMBO BOX

EXISTING ELECTRICAL MANHOLE

EXISTING ELECTRICAL BOX

EXISTING UTILITY POLE

EXISTING LIGHT

PROPOSED LIGHT

EXISTING TELEPHONE BOX

EXISTING CABLE BOX

EXISTING SIGN

EXISTING EDGE OF ASPHALT

PROPOSED EDGE OF ASPHALT

EXISTING FENCE

PROPOSED FENCE

EXISTING STORM DRAIN LINE

PROPOSED STORM DRAIN LINE

EXISTING SANITARY SEWER

PROPOSED SANITARY SEWER LINE

EXISTING CULINARY WATER LINE

PROPOSED CULINARY WATER LINE

EXISTING SECONDARY WATER LINE

PROPOSED SECONDARY WATER LINE

EXISTING IRRIGATION LINE

EXISTING OVERHEAD POWER LINE

EXISTING CONTOURS

PROPOSED CONTOURS

EXISTING CONCRETE

BUILDING TO BE REMOVED

PROPOSED CONCRETE

EXISTING BUILDING

PROPOSED BUILDING

KEY NOTES:

1

INSTALL FIRE HYDRANT

2

INSTALL SSMH

3

INSTALL SANITARY SEWER LINE

4

INSTALL CULINARY WATERLINE

5

INSTALL SECONDARY WATERLINE

6

CONNECT TO EXISTING SANITARY SEWER

7

CONNECT TO EXISTING CULINARY WATERLINE

8

CONNECT TO EXISTING SECONDARY WATERLINE

9

EXISTING SSMH

10

EXISTING SANITARY SEWER LINE

11

INSTALL 2" BLOWOFF AT END OF SECONDARY WATERLINE

12

PLUG AND BLOCK CULINARY WATERLINE

HORIZONTAL GRAPHIC SCALE

80 0 40 80 160

(IN FEET)

HORZ: 1 inch = 80 ft.

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY

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FOR:
NH&B, LLC
P.O. BOX 2000
LAYTON, UTAH 84041
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION

PRELIMINARY PLAT - NOT TO BE RECORDED

3830 WEST 300 NORTH

WEST POINT, UTAH

PROFESSIONAL ENGINEER
C. PRESTON
No. 5049039
State of Utah
Commission Expires 5-11-2020

NO. DATE REVISION BY

1 2 3 4 5 6 7 8

FOR REVIEW

PRELIMINARY OFFSITE PLAN

PROJECT NUMBER
7941B

PRINT DATE
5/19/20

DRAWN BY
M. ELMER

CHECKED BY
C. PRESTON

PROJECT MANAGER
C. PRESTON

4 OF 4

West Point City Council

10

July 21, 2020

City Council Staff Report

Subject: Rezone – Moss – 59 S 3000 W
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

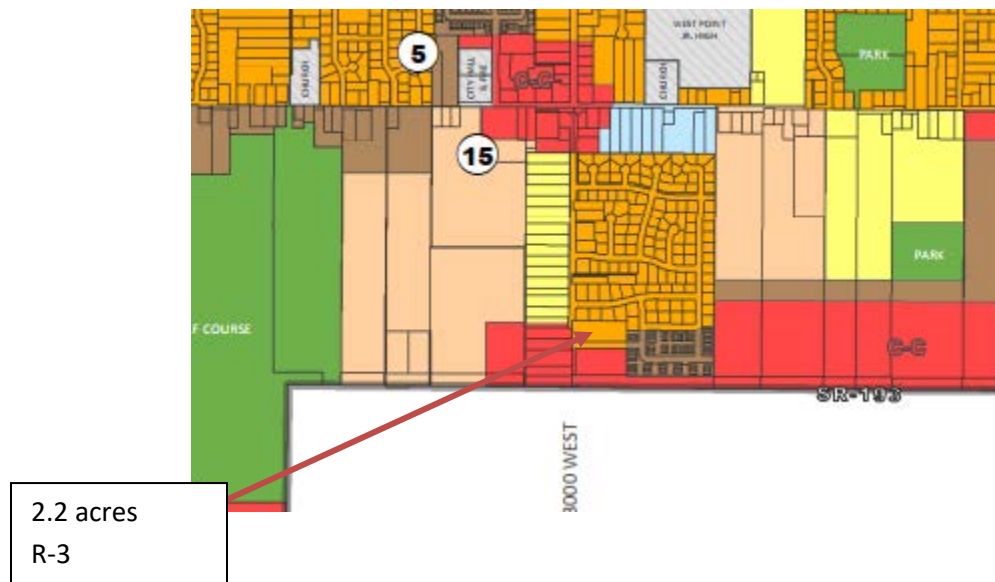
The Moss Family is in the process of selling their property located at 59 S 3000 W. The property is 2.2 acres and is currently zoned R-2 (residential) and C-C (commercial). There is an existing home on the front with an RV storage business on the back. The family is working with the potential buyer and are requesting to rezone the property to R-4 (residential) in order to develop the property as a townhouse project.

Analysis

The property shown below is currently owned by the Moss family. They are planning to sell the property and the applicant is requesting that the property be rezoned to R-4. If approved, they would be allowed up to 18 units, assuming they remove the existing home.



This request is not consistent with the general plan, which calls for this property to be zoned R-3 (residential). The property does seem to be a good location for townhomes because of the proximity to existing townhomes, commercial and transportation, however, the request does not meet the general plan.



A public hearing will be held by the Planning Commission on July 23rd.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Accessory Apartment Setbacks
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

Several months ago, the City Council received a citizen comment from Rich Wood requesting a review of the setback standards for accessory apartments. Since that time, the Planning Commission has prepared a recommendation for the Council to consider.

Analysis

In addition to the request from Mr. Wood, the Planning Commission discussed that a side benefit of a change may be to demonstrate the City's willingness to accommodate affordable housing. However, the impetus of this proposal is the request that was received along with many other inquiries regarding accessory apartments.

The current code requires that a detached accessory apartment meet the same setbacks as the house. This means that in most areas, the apartment must have a rear setback of 30'. To achieve this standard, you must have a deep backyard. However, in Mr. Wood's case, he has a very deep backyard but still desired to place the apartment closer to the rear property line (13').

Staff has reviewed other cities codes and found a range of setbacks for these types of dwelling units. Some do not require a setback while others require a minimal setback of 5' or 10'.

The Planning Commission discussed all concerns including impact to the neighbor such as windows facing their yard, landscape buffers, proximity of the building to the fence, etc. In the end the Planning Commission felt that it was not a greater impact than a shop or a shed that is allowed to be 1' from the property line. The Planning Commission approved the following recommendation:

ACCESSORY APARTMENT CONDITIONAL USE

17.75.030 Development standards.

- I. An accessory building may be used as an apartment, but must maintain a minimum distance of 5' from the principal dwelling, 10' from the side and rear property line and, if on a corner lot, must adhere to the residential setback standards for corner lots. ~~the same setback as the principal structure.~~ [Ord. 08-01-2017B § 1].

Recommendation

No action required. This is for discussion only, but Staff would like direction from the Council.

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Rezone – Matthews – 3635 W 300 N
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

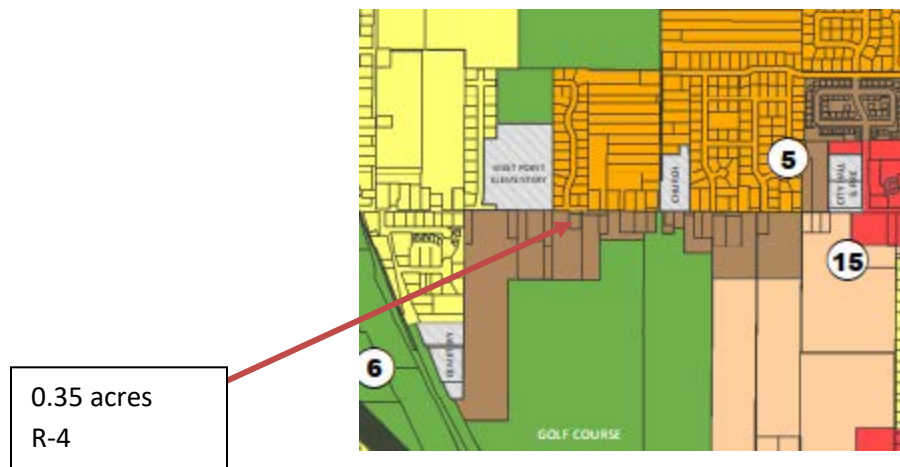
The Matthews Family is in the process of selling their property located at 3635 W 300 N. The property is 0.35 acres and is currently zoned R-2 (residential). The potential buyer of the property is Jake Shepherd and Mark Thayne and they intend to include this property in their townhouse project that they are working on. There is an existing home on the property that they will remove if the rezone is approved. The applicant is requesting to rezone the property R-4 (residential).

Analysis

The property shown below is currently owned by the Matthews family. They are planning to sell the property and the applicant is requesting that the property be rezoned to R-4.



This request is consistent with the general plan, as shown on the following figure.



A public hearing will be held by the Planning Commission on July 23rd.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: CARES Act Funding Discussion
Author: Kyle Laws
Department: Executive
Date: July 21, 2020



Background

In order to provide appropriate aid and relief to the US economy, the US Congress passed a law called the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). This act included disbursements to local governments to assist with our own response to COVID-19. There will be three disbursements, also called tranches, given throughout the rest of 2020. The guidelines for use of these funds must be related to COVID-19 response. The City has received our first tranche of \$318,362 and Staff would like to discuss with the Council how best to use these funds. In total, the City is eligible to receive \$955,087 over the course of the three tranches.

Analysis

While we understand that the funds must be directly tied to COVID-19 relief and response, the guidelines are not really specific. We do know that audits will happen though and we need to be careful about not pushing the line. In Council of Government (COG) meetings the last few months, the Mayor has been in on discussions of how to use these funds County-wide. Davis County has created the Davis CARES Business Grant Program to distribute funds, in the form of grants, to qualified businesses within the County. As part of those discussions, the County requested that each city consider provided a portion of their funding to the County to assist with this program. Most cities agree that this program will run best at the County level and many have agreed to participate. We would like direction from the Council on whether West Point City should also participate. In an email received from the County last week, we were informed that 4 applications were received from businesses in West Point City.

Attached to this report is an Interlocal Cooperation Agreement to set the terms and conditions of the grant program and the City's involvement and support. If the Council is in agreement that we participate, we will bring this item back for action to be taken at the August 4, 2020 City Council Meeting.

In addition to the County requesting assistance, the North Davis Fire District has also requested that the cities in the District share CARES Act funding to help with their COVID-19 response. As a District, they did not directly receive any CARES Act funding and rely on participating cities to provide assistance. Since they are our fire department, Staff does not see any objection to supporting the District in some way.

Staff from the 3 member cities met last week to discuss the appropriate action to take with this request. We all agreed to split the \$141,339.74 request for Personnel support based on population.

So the breakdown would look like this: Clearfield (66.5%) - \$94,009.62, West Point (22.4%) - \$31,622.16, and Sunset (11.1%) - \$15,707.97.

To be clear, we are not giving away all of our funding, as we have needs in the City as well. However, we are confident that we will not be able to utilize all \$318,362 in this first tranche, and likely will have a difficult time using half of that amount. We feel comfortable that we can meet the needs we have right now after giving 50% to the County for the grant program, and \$31,622.16 to the NDFD.

Some of the ideas we have for use of these funds are:

- Upgrade the technology in the Council Chambers and Conference Room to allow for seamless broadcast of remote meetings, including an additional screen, cameras, and audio support for virtual or broadcast meetings.
- Reducing touch points and upgrading restroom facilities, with automatic flushing toilets, automatic faucets, automatic soap dispensers, etc.
- Automatic door openers for the main entrance to City Hall and to the outside doors of the Council Chambers
- Cough Shields for the front desk
- PPE, masks, gloves, sanitizing supplies, etc.
- Other

There are other considerations and options for the City to use this money for and Staff is exploring more of those options.

Recommendation

No action is required at this time. Staff would like direction from the Council on the items mentioned above regarding the requests from NDFD and Davis County.

Significant Impacts

None

Attachments

Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT
FOR SERVICES RELATED TO THE DAVIS CARES BUSINESS GRANT PROGRAM**

This INTERLOCAL COOPERATION AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (hereinafter “County”), and _____CITY, a municipal corporation of the State of Utah (hereinafter “City”). County and City may be collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, County and City are local governmental units authorized by Utah’s Interlocal Cooperation Act (hereinafter, the “Act”) to cooperate on a mutually advantageous basis to provide services in a manner that will accord best with several factors influencing the needs of local communities;

B. WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) provides for payments to state and local governments to mitigate the negative impact of the COVID-19 (hereinafter, the “CARES Act Funds”);

C. WHEREAS, the County and City desire to cooperate to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act;

D. WHEREAS, the County has created the Davis CARES Business Grant Program (hereinafter, the “CARES Grant Program”) to distribute CARES Act Funds, in the form of grants, to qualified local businesses within the County;

E. WHEREAS, it is the desire of the Parties that the County undertake activities to plan, administer, and carry out the objectives of the CARES Act Program.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the “Effective Date”):

a. This Agreement is approved by the legislative body of County through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

- d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;
- e. This Agreement is filed with the keeper of records for County; and
- f. This Agreement is filed with the keeper of records for City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, or as otherwise expressly set forth herein, automatically terminate upon the termination of CARES Act funding, unless terminated earlier pursuant to the terms and/or provisions of this Agreement.

3. Termination of Agreement. This may be terminated by a written agreement that is mutually and lawfully executed by the Parties terminating this Agreement. Otherwise, this Agreement shall terminate automatically after any of the following events and/or occurrences:

- a. Six months after County receives from City a written notice of termination of this Agreement;
- b. Six months after City receives from County a written notice of termination of this Agreement; or
- c. As otherwise set forth in this Agreement.

4. City's Obligations. Upon commencement of this Agreement, the City shall remit to the County, pursuant to its contracted rights, 50% of their proportional share of the 1st Tranche of CARES Act Funds, which is estimated to be \$_____. The Parties hereby agree that the City may remit future CARES Act Funds to the County, as received by the State of Utah.

5. County's Obligations. The Parties acknowledge, understand and agree, that the County use of the City's CARES Act Funds will be used solely to facilitate the objectives of the CARES Act Program, including, without limitation, the distribution of grant awards to qualified businesses within Davis County.

6. CARES Grant Program Summary Report. At the conclusion of the CARES Grant Program, the County will create and distribute a summary report to the City that includes the results of the CARES Grant Program, including the number of businesses and residents that received CARES Act financial assistance in the City, and the amount of financial assistance received.

7. Rights and Obligations of the Parties upon Termination of This Agreement. The Parties acknowledge, understand, and agree that, upon the termination of this Agreement, the Parties shall have no rights or obligations under this Agreement except for the rights and/or obligations under this Agreement that, through the express terms and/or provisions of this Agreement or otherwise, survive the termination of this Agreement.

8. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall

be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

9. Indemnification. The Parties agree to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of a Party and/or Parties representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party (collectively, the “Party Representatives”). No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives’ acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by such party.

11. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To County:

Davis County

Attn: _____

61 South Main Street

P.O. Box 618

Farmington, UT 84025

To City:

_____ City

Attention: City Manager

[insert address]

[insert city, UT 84_____]

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

12. No Separate Legal Entity. No separate legal entity is created by this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

14. Execution of Additional Documents. The Parties each agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties pertaining to this Agreement.

15. Assignment Restricted. This Agreement may not be assigned without the prior written consent of both of the Parties.

16. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

17. Entire Agreement. This Agreement, including all attachments, if any, contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

18. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

19. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Severability. The Parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

a. With respect to any provision that it holds to be unenforceable, by modifying the provision to the minimum extent necessary to make it enforceable or, if that event any provision of this Agreement is held to be invalid or unenforceable, that modification is not permitted by law, by disregarding that provision; and

b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

21. Authorization. The persons executing this Agreement on behalf of a party to this Agreement hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

22. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of or in lieu or limitation of any other right, remedy, or priority allowed by law, unless specifically set forth herein.

23. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

24. Time of Essence. Time is of the essence of all provisions of this Agreement.

25. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

27. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Deputy Civil Attorney

_____ CITY

Mayor

Dated: _____

ATTEST:

City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

City Attorney



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

**WEST POINT CITY COUNCIL
MEETING MINUTES**
WEST POINT CITY HALL
3200 W 300 N | WEST POINT, UT

July 7, 2020

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

Administrative Session

5:30 PM

Minutes for the West Point City Council Administrative Session on July 7, 2020, beginning at approximately 5:30 PM. The meeting was held via electronic Zoom Meeting, accessible to attendees by entering via electronic Zoom Meeting, accessible to attendees by entering Meeting ID #846 9556 7828 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Gary Petersen, Council Member Annette Judd, Council Member Kent Henderson; 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 Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Visitors able to attend electronically, no sign-in required.

1. Discussion Regarding the West Lake Estates Subdivision Phase I – Mr. Boyd Davis

Mr. Davis stated that the West Lakes Subdivision is located at about 1000 N 5000 W and was formerly owned by the Stoddard Family. The property is directly south of the Sun View Estates Subdivision that was just approved for Phase I. The parcel was recently rezoned to the R-1 zone and the developers are now ready to begin the first phase. This phase is on 5000 W and will have two accesses – one at 1000 N and the other at 925 N. There are 16 lots total in this phase. All 16 lots will flow to the existing sewer line on 5000 W, so there is no need for a lift station on this phase of the project. All of the requirements have been met and all comments issued by Staff have been addressed. The subdivision has also received all of the approvals from the required agencies.

Mr. Davis stated that there is one challenge with this phase, the same issue faced by the Sun View Estates Subdivision, that is regarding the storm water that will drain onto the Kirkman's property. This City Attorney's legal opinion was discussed and considered in the approval of the Sun View Estates Subdivision, which was that the drainage paths are natural drainage paths that they have a right to use as long as they control the quantity and quality of the of the water. The storm drain plan for the West Lake Estates Subdivision is similar to Sun View Estates, in that the water will drain into a detention pond with a Snout that will filter the water before it is slowly released into the drain that flows across the Kirkman's property. As with the Sun View Estates storm drain plan, the plan for this first phase of the West Lake Estates Subdivision meets all the requirements in City Code and is a standard, widely-accepted, drainage plan. Staff recommends approval of Phase 1, which will be on the agenda for final approval at the next City Council meeting.

The Council had no further discussion at this point.

2. Discussion Regarding Lift Station Standards – Mr. Boyd Davis

Mr. Davis stated that the City Council recently approved a request to build a temporary lift station on the Sun View Estates Subdivision. As part of the agreement, the City agreed to maintain the lift station if it is built to standards that would be provided by the City.

Mr. Davis displayed a picture of the existing lift station in the City that is on 5000 W and 300 N. The area is enclosed behind a chain-link fence with the generator, propane tank, and power panels visible, while the lift station itself is buried underground. Mr. Davis

described how the lift station works for the Council, explaining that under a manhole is a deep storage tank that collects the waste which is then pushed into a pressurized pipe to the east that flows into the North Davis Sewer District line. There is a submersible pump at the bottom of the lift station that kicks in to push the waste into the pipe when the tank is filled to a certain level. Mr. Davis stated that there are a lot of electrical controls involved with this lift station that the Public Works Department has had multiple issues with over the past few years. After considering those issues, gathering information from other communities that also have lift stations, and consulting with Johnson Electronic, Staff has prepared proposed standards for the lift station that Mr. Davis presented to the Council:

1. Wet Well & Site

- a. The site shall be adjacent to a public road or have a paved access from the public road to the site.
- b. The site shall be owned by the City or an easement provided to the City.
- c. The site shall be sized to allow a minimum of a 10' clear zone around the wet well and shall contain all of the components listed below within the site.
- d. A black vinyl coated chain link fence with privacy slats shall be installed around the perimeter of the site.
- e. A 14' wide opening with a lockable gate shall be provided.
- f. The site shall be finished with a hard surface of asphalt or concrete.
- g. There shall be no overhead obstructions over the site or the entrance to the enclosure.
- h. The access and gate shall provide a straight path for a boom truck to access the wet well without turning.
- i. An extendable ladder shall be provided and stored at the site.
- j. Conduits for power cables shall be provided from the wet well to the control panel.
- k. Separate conduits shall be provided for each motor.
- l. Extra conduits shall be provided for future upgrades.
- m. The wet well shall be sized to provide 2 hours of emergency storage during peak hour flows.
- n. The wet well shall be sized for the expected peak hour flows based upon data from the City's existing lift station or the standards of the Division of Water Quality, whichever is greater.
- o. A hose bib connection shall be provided on the site that is connected to the culinary water system for year-round water supply.
- p. Flood lights shall be provided on site for nighttime emergency operations that are tied into the onsite power and generator. The switch shall be in the enclosed electrical panel.

2. Power & Pumps

- a. 3 phase power shall be provided to the site.
- b. Pump motors shall be a minimum of 5 hp or based upon engineering calculations and shall be approved by the City.
- c. Dual pumps shall be installed for redundancy and alternating of pumps.
- d. Grinder pumps shall be used in all lift stations.
- e. An additional spare pump shall be provided to the city.
- f. A backup power generator shall be provided that is capable of running both pumps simultaneously.
- g. The generator shall operate on propane fuel.
- h. A propane tank shall be provided on site.
- i. The propane tank shall be sized to allow 72 hours of continuous operation of the generator.
- j. The pumps shall be installed on solid pump guides. No cable or chain guides will be allowed.
- k. The pumps shall be automated and level controlled using pressure sensors. Floats shall be installed as a backup system

3. Electrical Controls & SCADA

- a. The electrical panel shall be designed by the city's electrical contractor (currently Scott Weir with Johnson Electric)
- b. The panel shall have a hand/auto/off switch for each pump.
- c. The electrical panel shall be a waterproof enclosure.
- d. The panel shall be located away from the access gate on the opposite side of the enclosure so as not to impede access for a boom truck.
- e. A radio or internet connection shall be provided for the SCADA system.
- f. The site shall be equipped with a visual and audio alarm.
- g. The SCADA system shall be designed by the city's contractor (currently SKM)
- h. The panel shall have readout for the current level in the wet well.

- i. The panel shall have hour meters for each pump.
- j. The panel shall have a pump running indicator.
- k. The panel shall be equipped with a 120V outlet.
- l. The panel shall be heated.
- m. The electrical panel shall have an awning or roof covering to allow access during wet weather.

4. Others

- a. All homes that are served by the lift station shall have backflow preventers on the sewer lateral to the home.
- b. The developer shall have the lift station designed by a licensed professional engineer.
- c. The city shall review and approve the design.

Mr. Davis confirmed for Council Member Petersen that these are general standards that would be adjusted as needed for the number of users being served; each lift station is built for a specific number of homes, which number cannot be exceeded. A new sewer line, lift station, or expansion to the current lift station would have to be installed once the maximum number of homes is reached.

Council Member Chatterton suggested that the electrical panel be lockable, which Mr. Davis agreed would be a good idea.

Council Member Petersen inquired as to what had caused failure of the lift station in the past, and what of these standards will prevent those failures. Mr. Rochell stated that the failures have been related to some sort of pumping problem or power failure. Mr. Davis added that the biggest issue with the existing lift station is the lack of storage because it does not allow for much time to respond to an issue before the sewage begins backing up into homes. When there is an emergency, Public Works has to quickly respond, within around 15 minutes, and immediately get a vacuum truck on-site to begin sucking out the storage tank to avoid waste backing-up into homes while the actual problem is being resolved. These standards will allow enough storage for a 2-hour response time. Mr. Davis also explained for Council Member Petersen that there are backflow preventers on the sewer lines into each home, but they do not always work and when connected to this type of sewer system, there is always the chance that sewage can back up into the home when there is an issue with the lift station.

As the City takes ownership of the lift station once installed, Council Member Dawson inquired as to whether there is some way to assess a fee to the homes connected to it for maintenance and repair costs so that all of the residents in the City, who pay to be connected to the actual sewer system, aren't paying for the costs and risks associated with being connected to a lift station. Mr. Laws stated that Staff would have to look into this option as there is not a fee currently assessed to the homes connected to the existing lift station. Council Member Petersen agreed, especially as development continues to the north where more lift stations may be needed.

Council Member Dawson also expressed his concern about requiring 3-phase power to the pump, because of the stress to the equipment if the necessary amount of electricity for it to run properly isn't received. Mr. Davis stated that from the information that Staff has gathered and the manufacturer's specifications, 3-phase power is much more reliable and easier on the equipment. Smaller equipment can also be used, which can result in some savings for the developer. However, Mr. Davis stated that Mark Thayne, developer of the Sun View Estates Subdivision who will have to install a lift station, told him it may cost upwards of \$100,000 to run 3-phase power to the site. Mr. Davis felt it would be good to also consider the viewpoint of a developer when contemplating these standards. Council Member Petersen agreed, feeling that the Council should be more informed in regards to what it takes to supply 3-phase power, what the costs are and why it can be so expensive, what the manufacturers' recommendations are, etc., to be able to make a good decision. The Council agreed with this and asked that Staff provide the Council with more information on the 3-phase power, after which they would consider approval of the standards.

Mr. Davis confirmed for Council Member Dawson that the lift station will be required to be designed by a licensed professional engineer and then approved by the City. Council Member Dawson inquired as to whether the engineer would be culpable if it were to fail, and Mr. Davis stated that like anything else, the lift station would have to be warrantied for one-year before the City would assume ownership and be responsible for any repairs. Council Member Dawson commented that while he is in favor of adopting lift station standards for the City, there "is a reason" why the North Davis Sewer District does not allow lift stations and that is that they are "dangerous" as far as money, home damage, etc. He would like to make sure that the City protects itself and its residents as much as possible from having to pay for any repairs to a lift station. Mr. Davis stated that Staff would discuss the financial component of possibly assessing a separate fee for homes that are connected to lift stations. Council Member Petersen stated that it might be more difficult than just simply assessing a fee to certain homes, but it would be good for the Council to know if it was an option and also what the costs have been for repairs to the existing lift station so that they have a better idea of what the financial risks are. Mayor Craythorne suggested the idea of a sort of "hybrid" solution with both an HOA and the City assuming liability and responsibility of costs.

Council Member Dawson stated that he would like to talk with Staff about reaching out to some companies that specialize in water treatment for their opinions. Council Member Petersen suggested that the standards include some sort of requirement that the

design engineer have some experience or specialization in sewer lift station systems. He understands that Mr. Thayne is already working with an engineer, and this would be a suggestion in moving forward. Council Member Dawson suggested that the design could also be required to be reviewed by an outside firm. Mr. Davis stated that the proposed standards state that the design must also be approved by the City, which could include the City sending it to an outside firm.

Council Member Judd inquired as to whether internet access would be needed at the lift station facility and if so, whether there could be an agreement with the provider for a low-cost service for the City. Mr. Laws stated that a SCADA system will require a low connection speed and be a small cost to the City. Council Member Judd also stated that she is in favor of somehow assessing a fee to the homes that connect to the lift station, as well as the requirement that it either be designed or reviewed and approved by a specialized professional.

Mr. Davis stated that he would gather the information requested by the Council and provide it at the next meeting for further discussion.

3. Discussion Regarding Front Yard Setbacks – Mr. Boyd Davis

Mr. Davis stated that, as discussed with the Council previously, the Planning Commission received a request (from developer Jake Shepherd) to consider changing the front yard setback requirement in the R-4 zone from 25 ft. to 20 ft. The Planning Commission has discussed the Code in depth and finally approved a recommendation to the Council at their meeting on June 11th.

Mr. Davis explained that there are currently four different sections in the Code that address front yard setbacks:

Section	Standard
17.25.080 (Zoning Chart)	25'
17.35.080 (PRUD)	20'
15.20.165 (Multifamily/Townhouse Standards)	20'
Old PUD Code	20'

The Planning Commission's only issue with the smaller setbacks is the safety issues that it could create. Some have serious concerns about the increased likelihood that the sidewalk would get blocked by cars parked on the shorter driveways. The idea was proposed that the building itself could be closer to the road as long as the driveway was at least 25'. This would apply when the garage is setback farther than the house, which does happen. The Planning Commission also felt that the length of the driveway should not be regulated on private driveways or alleys where it is unlikely to have pedestrians. The Planning Commission asked Staff to research past code violations in the City to gauge if there is a regular occurrence of vehicles blocking the sidewalks, and also to look at other cities' codes for examples and comparison. The Planning Commission also held a public hearing and received one comment from Bryan Bales of Nilson Homes (a partner with Mr. Shepherd in a townhouse development) who was in favor of the 20 ft. setback, stating that it is difficult, and maybe even impossible, to fit 8 units to the acre and maintain the 30% open space required with 25 ft. setbacks. Mr. Bales also commented that the blocking of sidewalks can and does happen even in longer driveways, and so is not solely due to the actual driveway length.

Mr. Davis also recalled for the Council that there are three existing townhouse projects in the City that can be used as comparisons. The Yalecrest Towns project has a variety of setbacks ranging from 9' to 29'. The Sandy Point Townhouse project setbacks range from 20' to 25'. The Lakepoint Village project includes some townhouses with setbacks ranging from 19' to 23'. Again, Mr. Davis stated that the Planning Commission's main concern was in regards to safety, feeling that there is a direct correlation between driveway lengths and the creation of safety issues. They did, however, recognize that a smaller setback to the house may be appropriate, but not in the length of the driveway. In the end, the Planning Commission approved the following recommendation (with proposed amendments emphasized) to the Council for consideration, amending each section that addresses setbacks in order to bring uniformity to the Code:

15.20.165 Multifamily development

(A) 5. All townhouse and condominium projects shall be at least 1,200 square feet per unit and shall have a minimum of two and one-half parking stalls per unit. At least one single-car garage shall be provided for each unit. Where units are attached with common wall construction, at least 50 percent of the units per building shall contain a side by side two-car garage.

Setbacks shall be measured from the building to the edge of the adjacent roadway or sidewalk, whichever is nearer. The front yard setbacks are listed in the table found in WPC 17.25.080. Setbacks shall only apply to private and public streets and shall not apply to private driveway and alleys. Driveways can be used to meet the parking requirement provided there is at least 20 feet from the garage to the sidewalk or street. Private driveways can only be used to meet the parking requirement for that particular unit. All apartment style dwellings must be at least 1,000 square feet and shall provide one

covered parking space per unit. Only areas of the dwelling that have been completely finished shall be counted in the minimum square footage.

17.25.080 Zone regulations chart.

ZONING CLASSIFICATION	R-3	R-4	R-5	N-C
PRINCIPAL STRUCTURES SETBACK				
Min. Front Yard Setback Residential/Nonresidential	25'/30'	<u>25'</u>	20'	20'
<i><u>Min. Distance to Garage</u></i>		<u>25'</u>		
<i><u>Min. Distance to Front Plane of Building</u></i>		<u>15'</u>		
Min. Front Yard Setback Arterial Street	40'	40'	20'	20'

17.35 Planned Residential Unit Development (PRUD)

17.35.080(A)

6. Minimum Building Setbacks. The following minimum standards shall apply:

	R-1	R-2	R-3
Building Setbacks			
Front (from back of sidewalk)	N/A	<u>20'</u>	<u>20'</u>
<i><u>Min. Distance to Garage</u></i>		<u>25'</u>	<u>25'</u>
<i><u>Min. Distance to Front Plane of Building</u></i>		<u>15'</u>	<u>15'</u>
Side (from building to building)	N/A	10'	10'
Rear (from building to building)	N/A	30'	30'

17.35.080(A)

2. Minimum Lot Standards. The following minimum standards shall apply:

	R-1	R-2	R-3
Minimum Lot Size (sq. ft.)	10,000	8,000	7,000
Minimum Lot Widths	85'	75'	70'
Building Setbacks			
Front**	25'	<u>20'</u>	<u>20'</u>
<i><u>Min. Distance to Garage</u></i>		<u>25'</u>	<u>25'</u>
<i><u>Min. Distance to Front Plane of Building</u></i>		<u>15'</u>	<u>15'</u>
Side*	10/8'	10/5'	10/5'
Rear**	30'	25'	25'

Mayor Craythorne asked for clarification in regards to why the Planning Commission's proposal allows for a home to be 10 ft. closer to the road, but requires that the driveway length remain 25 ft., rather than keeping the entire setback 25 ft. He is concerned that a 15 ft. setback for a home is quite small. Mr. Laws noted that the PRUD code permits a 20 ft. setback for a home, so 15 ft. is not a large decrease from what is already allowed. Mr. Davis stated that a good example of a similar setback length of a home and a longer driveway length is the Sunset Villas project in Syracuse – there are townhomes in the development with garages on the side of the units, which allows for a driveway longer than the setback of the home. Mr. Davis also confirmed for the Mayor that the main driver for the Planning Commission in proposing to allow such a small setback for the home was to give a developer a means to reach the maximum density allowed by the Code while not forfeiting a 25 ft. driveway length; the request for shorter setbacks was

made because Mr. Shepherd (and Mr. Bayles) feels that it would be extremely difficult to reach the max density and meet the setback requirements without sacrificing the size of the units.

Council Member Petersen wondered if, for units with side garages, there would be an issue for residents or their visitors in being able to get in and out of their cars parked in the driveway because of there not being enough room between the driveway and the side of the home. Mr. Davis stated that the Planning Commission had not considered this issue, and that may be something to consider. Council Member Petersen stated that he is in favor of some articulation throughout the units in a development, but feels that a difference of 10 ft. (from 25 ft. to 15 ft.) may be too much of a difference.

Council Member Dawson raised the question of whether it should be the goal of the City to ensure that a developer is able to achieve the maximum density; he understands that a developer's aim is to maximize his or her profit, but in some situations, it may just have to be that the full density cannot be reached with the requirements of the Code.

Council Member Judd asked for clarification as to why the three existing townhouse projects in the City mentioned by Mr. Davis were allowed to have setbacks smaller than 25 ft. Mr. Davis stated that in regards to the Lakepoint Village, the project was granted a PUD overlay zone under the old PUD Code, which stated: *"Garages with entrances facing directly on the street, whether in a front or side yard, shall be set back at least 20 feet from the property line."* As for Sandy Point and Yalecrest Towns, they were developed under what is now specified as the R-4 zone, which although requires the 25 ft. setback, the smaller setbacks were likely allowed under the conflicting language in Section 15.20.165, which states: *"Driveways can be used to meet the parking requirement provided there is at least 20 feet from the garage to the sidewalk or street."*

Council Member Chatterton agreed with Mayor Craythorne's concern that a 15 ft. setback for a home is much too close to the road, but can understand the thought process of a developer that if the unit is moved forward on a lot, it will allow for a larger unit and ultimately be more profitable. Realistically, however, a 15 ft. setback is simply too close to the road. He would be satisfied if the setback for the front plane of the unit was 20 ft. rather than 15 ft., with a driveway length of 25 ft. so that a garage could be offset from some of the homes by 5 ft. and create some articulation.

Council Member Petersen stated that there are always going to be situations where residents block the sidewalk, regardless of their driveway length, but it is much more common with shorter driveways. He favors the current 25 ft. setback requirement, but would be ok with a 20 ft. setback for the home and a 25 ft. driveway length. Council Member Henderson agreed.

In summary, the Council was in favor of increasing the proposed 15 ft. setback for the front plane of the home to 20 ft., and keeping the 25 ft. minimum driveway length. A public hearing will be held at the next meeting on July 21, 2020, after which the Council will continue the discussion and consider approval of the amendments to the Code.

4. Discussion Regarding the Dahlia Estates Subdivision – Mr. Boyd Davis

Mr. Davis stated that this subdivision is located on the Dahl Family property, located at approximately 300 N 4300 W (Cold Springs Road). The property was rezoned a few years ago to the R-1 zone and is owned by Capital Reef Management (Ovation Homes). The final plans for phases 1 & 2 have been prepared and phase 1 was recently approved by the Planning Commission. The developer would like to request approval from the City Council to develop both phases concurrently. Phase 1 contains 24 lot and phase 2 contains 23 lots. This request is on the agenda for consideration of approval in tonight's General Session.

The subdivision will have two access points, one at 300 N and one at 4250 W. The access at 300 N will be considered Cold Springs Road, which will be developed as part of the subdivision, eventually to 700 S. Phase 1 would be allowed to be developed with the one access at 300 N, but to develop both phases as requested, a second access is required, which will be off of 4250 W into the existing Fairways Beyond Subdivision at 25 S.

This is a standard R-1 subdivision, with all of the lots being 12,000 sq. ft. or larger. The development has received approval from all of the required agencies, including UDOT, which was required in order to have the access off of 300 N. All of Staff's comments have also been addressed, but there does remain one outstanding issue regarding the development of Cold Springs Road. The developers are planning to only develop their half of the road (26 ft. of asphalt), however they are willing to dedicate the full width of property required for the future road. They would dedicate that through both phases, which would give the City the corridor to complete the road in the future. The developers are also asking for a donation agreement with the City; Cold Springs Road is shown on the City's Master Plan, and although it is not on the current list of impact fee projects, it will be on the list in the future. The developers would like to donate the property to the City (which would give them a tax credit). Staff met earlier in the day with the City Attorney (Felshaw King) to discuss such an agreement, wherein Mr. King raised some concerns. Mr. Davis noted that as the meeting was held just a few hours previously, the developers have not been informed of those concerns nor had a chance to address them. Mr. King's opinion is that a donation agreement would be appropriate for the property south of these phases, but the property to the north is the subdivision's only access into the property and therefore is required to be constructed as part of the development. There may be some impact fees in the future to potentially reimburse the developers for some of that cost, but it is his legal opinion that this part of the road is the developers responsibility in order to provide an access. When the Planning Commission approved the

Subdivision, they asked the developers if they would construct the full width of the road. The developer declined, feeling that they are only required to develop their half of the road. This is in conflict with the City Attorney's opinion that they are required to develop the full width of the road at least to their access point. Mr. Davis confirmed for the Council that the developer of a subdivision that is on the south end of Cold Springs Road was required to build the full width of the road for the development, although the Davis School District did share half of the cost.

Again, Mr. Davis noted that the developers have not yet been informed of the City Attorney's opinion, and would likely have a response. Mr. Laws also noted that the City's Transportation Master Plan is scheduled to be reviewed this year. Mayor Craythorne stated that the Cold Springs Road should be included on the list of impact fee eligible projects in that review so that the developers can be reimbursed for half the costs of constructing the full width of the road. Staff agreed that would be the best solution and that it is completely appropriate for this road to be considered impact fee eligible. Council Member Petersen stated that he felt that the developers are required to build the full width of the road and would not be able to vote in favor of approving the subdivision if only half of the road was constructed. He also inquired as to why the access on 4500 W (listed as Parcel A on the map) is not being incorporated as another access. Mr. Davis answered that UDOT would not approve that access, due to it being too close to other accesses. Utility lines will go through this area and it will also be used as a detention pond.

Mayor Craythorne reiterated that the Council is not being asked to consider final approval of these phases in tonight's General Session, but only the request to develop Phases 1 and 2 simultaneously. The developers will then submit a plat for final approval by the Council.

Mr. Laws confirmed for Council Member Chatterton that the West Davis Corridor will be east of this property and Cold Springs Road. Council Member Petersen inquired as to what the timing would be of the second access, feeling that it should be completed early in the process. Mr. Davis stated that there is a requirement that no more than 30 homes can be constructed without the second access being completed. He also confirmed that the North Davis Fire District is comfortable with the 30 lots on one access. Council Member Petersen also inquired as to whether the Fairways Beyond the Bluff can handle the additional traffic. Mr. Davis stated that there is definitely capacity along that road, though the residents in that subdivision will likely not appreciate any increased traffic. Mayor Craythorne expressed his opinion that most residents will prefer to use the access on 300 N and avoid having to weave through the subdivision to get onto 4250 W.

The Council was in favor of allowing Phases 1 and 2 to be developed simultaneously and would have further discussion on the subdivision once the final plat is submitted.

5. Discussion Regarding the Womsquom Subdivision – Mr. Boyd Davis

****Mayor Craythorne disclosed that he is the applicant requesting approval of this subdivision and recused himself from the discussion.***

Mayor Pro Tem Petersen presided over the meeting at this point*

Mr. Davis stated that this is a simple, single-lot subdivision located at 1111 N 4000 W. It is an empty parcel between two existing homes that now plans to be developed. Staff has reviewed the plat and plans for the subject subdivision and has given the developer a list of some minor corrections to be made. All of the corrections are complete and the subdivision was approved by the Planning Commission on June 11th. Mr. Davis noted that this subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street.

Although this item is for discussion only and not on tonight's agenda for final approval, Mr. Davis stated that Staff recommends approval. The Council had no further comments at this time. Consideration of final approval will be on the agenda at the next meeting.

****Mayor Craythorne resumed his position and presided over the remainder of the meeting****

6. Discussion Regarding the Brett Kenley Subdivision Phase I – Mr. Boyd Davis

Mr. Davis stated that this is also a single-lot subdivision and is located at 868 N 5000 W. The lot is 1.0 acres, which meets the lot size requirement of the A-40 zone, and is parceled off of the larger Kenley Family property for the son, Brett Kenley, to build a home on. Staff has reviewed the plat and plans for the subject subdivision and has given the developer a list of some minor corrections to be made. All of the corrections are complete and the subdivision was approved by the Planning Commission on June 25th.

This subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street.

This subdivision is also for discussion only and not on tonight's agenda for final approval, but Staff does recommend that it be approved. The Council had no further comments at this time. Consideration of final approval will be on the agenda at the next meeting.

7. Other Items

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

**WEST POINT CITY COUNCIL
MEETING MINUTES
ELECTRONIC MEETING
NO PHYSICAL MEETING LOCATION
June 16, 2020**

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

General Session
7:00 PM

Minutes for the West Point City Council General Session held on July 7, 2020 at approximately 7:00 PM. The meeting was held via electronic Zoom Meeting, accessible to attendees by entering via electronic Zoom Meeting, accessible to attendees by entering Meeting ID #846 9556 7828 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Gary Petersen, Council Member Annette Judd, Council Member Kent Henderson, 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: Visitors able to attend electronically, no sign-in required.

1. **Call to Order & Pledge of Allegiance** – Mayor Craythorne welcomed those attending the electronic meeting.
2. **Prayer** – Offered by Council Member Petersen
3. **Communications and Disclosures from City Council and Mayor**

Council Member Henderson – None

Council Member Chatterton – None

Council Member Judd – None

Council Member Petersen – None

Council Member Dawson – The North Davis Sewer District will be meeting later in the week; he will provide an update to the Council at the next meeting.

Mayor Craythorne – Through the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), money has been made available to the City and Davis County to help offset costs resulting from the COVID-19 pandemic. Receipt of the funds will be split into three separate disbursements, with the amounts of the last two being based upon need and how the preceding portion(s) of the money was spent. The first disbursement has already been issued and received by the City, in the amount of \$318,362. Should the City qualify for all three disbursements, the total received would be just under \$1-million, which is quite a significant amount. The Mayor stated that Davis County has created the Davis CARES Business Grant Program to provide support to small business throughout the County. Using the funding received by Davis County and its partnering cities, the program will provide grants of a minimum of \$5,000 and up to \$30,000, dependent on number of employees at applicant business. The applicant business must demonstrate a significant impact as a result of the COVID-19 pandemic to be considered for funding. Applications began being accepting July 6th, and in order to be considered for the first round of funding, will be accepted starting on July 6, 2020. In order to be considered for the first round of funding, completed applications must be submitted by July 10th.

Mayor Craythorne stated that this is a great program, because although we live in West Point, our residents likely work and do business all throughout the County and many may be in need of economic support to get through these challenging times. Those interested in applying for the program can find more details at <https://www.daviscountyutah.gov/ced/grant-programs>.

The Mayor stated that Davis County is set to receive about \$10 million through the federal CARES Act, and plans to put 50% of that money into the grant program. The Mayor would like to propose that the City do the same and contribute half of the funding from this first disbursement, and maybe even more from the following payouts if available. Most of the cities in Davis County are contributing the same percentage as well, with Clearfield City being the only city the Mayor is aware of that is not planning to contribute to the County's program but has instead chosen to create their own processes for using the funds. The Mayor commented that he does not feel West Point has the Staff or resources available to create its own system, and the County's program is a well-thought out system that will benefit the whole community. Mr. Laws added that he received a letter from the North Davis Fire District requesting any funding that the City would be willing to provide to them to help offset their costs; as a special district, they are not eligible for CARES Act funding, but are able to receive money from cities that did receive the funding to help fund the wages paid to first responders. Mayor Craythorne stated that he felt contributing some funds to the NDFD would also be appropriate.

Mr. Laws stated there are costs that the City will be able to use the CARES funds for, but they are well under the roughly \$159,000 that would be left over if 50% were contributed to the business grant program. One important restriction in using the funds is that the costs can't have already been budgeted for prior to March 31st. For example, technology upgrades to the Council Chambers was already in this year's budget, however, it was apparent during the Council's last meeting at City Hall that additional upgrades are needed if there are going to be Council Members and citizens attending electronically. Mr. Harvey commented that the funds are intended for specific COVID-19 related costs and expenditures, and the City will want to be careful in using the money appropriately to avoid being audited and losing out on future disbursements. The Mayor welcomed the Council to discuss any

As CARES funds that are not used or needed by an agency are distributed elsewhere, the Mayor expressed his opinion that it is important that the City and the County use the full funding available to strengthen our close community. The Council agreed with this belief. Mr. Laws stated that the Council will be asked to formally approve a contribution to the Davis CARES Business Grant Program at a future meeting.

4. Communications from Staff

Mr. Laws stated that Davis County's COVID-19 Dashboard indicates that over the past few weeks, positive cases in the County are increasing by about 50 each week. However, the numbers from just this past Sunday to Monday increased by over 100 in those two days. West Point currently has 11 active cases, bringing us to a total of 40 cases. Mr. Laws noted that from March until mid-June, there were only 15 total positive cases in the City, but that number has almost tripled in just the last few weeks. The Mayor added that there was one death in Davis County last week, and that death happened to be in West Point. The City is also on the higher side of the percentage rate of positive cases per 100,000 residents. He and Mr. Laws continue to meet with surrounding cities and the Davis County Health Department each week to monitor the situation and try to stay updated and informed.

Mr. Laws also informed the Council that due to rising positive case numbers, July's Movie in the Park has been canceled. Matt Drake had proposed putting together a scavenger hunt as part of the City's 4th of July celebration, and is still something he would like to do. Staff is working together with him to put this together and more details will be coming.

The 4th of July activities, while limited, went well with good participation from residents – there were 8 homes that had pizza delivered to their homes on July 3rd for winning the Most Patriotic Street Contest, and it turned out to be a fun idea. Council Member Dawson shared that the Mendenhall's was one of those families, and expressed their appreciation to him to pass along. Mayor Craythorne added that although he was out of town, was told that the skies of West Point were lit up with fireworks and that it was "an amazing and awesome sight to behold." He thanked all those residents in the City that provided that opportunity for others.

5. Citizen Comment

No comments received.

6. Consideration of Approval of the Minutes from the June 2, 2020 West Point City Council Meeting

Council Member Dawson motioned to approve
Council Member Henderson seconded the motion
The Council unanimously agreed

7. Consideration of Approval of the Minutes from the June 16, 2020 West Point City Council Meeting

Council Member Petersen motioned to approve
Council Member Judd seconded the motion
The Council unanimously agreed

8. Consideration of Approval of Resolution No. 07-07-2020A, Approving and Adopting Amendment No. 1 to the Law Enforcement Services Agreement and Providing for an Effective Date – Mr. Kyle Laws

Mr. Laws stated that as discussed previously with the Council, the Davis County Sheriff's Office is proposing no increase to the current cost for this year, and that the existing contract be extended for one year. As a result, the only changes to the contract are the termination dates. Over this next year, Staff and the DCSO will evaluate the hours spent in the City and work together to negotiate a multi-year contract.

The Council had no further discussion on extending the agreement.

Council Member Judd motioned to approve Resolution No. 07-07-2020A
Council Member Dawson seconded the motion
The Council unanimously agreed

9. Consideration of Approval of a Request to Concurrently Develop Multiple Phases of the Dahlia Estates Subdivision – Mr. Boyd Davis

As discussed in tonight's Administrative Session, Mr. Davis summarized that this subdivision is located on the Dahl Family property, located at approximately 300 N 4300 W (Cold Springs Road), and now owned by Capital Reef Management (Ovation Homes). Phase 1 of the subdivision was recently approved by the Planning Commission. The developer would like to request approval from the City Council to develop both Phases 1 and 2 concurrently. Phase 1 contains 24 lot and phase 2 contains 23 lots, for a total of 47 lots.

The subdivision will have two access points, one at 300 N and one at 4250 W. The access at 300 N will be considered Cold Springs Road, which will be developed as part of the subdivision, eventually to 700 S. Phase 1 would be allowed to be developed with the one access at 300 N, but to fully develop both phases as requested, a second access is required, which will be off of 4250 W into the existing Fairways Beyond Subdivision at 25 S.

Mr. Davis reiterated that the Council is not granting final approval of the plats for Phases 1 and 2, but just being asked to consider the request to develop the two phases simultaneously. The Council's concerns regarding the accesses and construction of Cold Springs Road will be addressed and discussed when the final plats are actually submitted for approval. Council Member Petersen stated his opinion that the timing of construction of the second access *should* be considered in this request, because there needs to be adequate access for the higher number of lots that would be allowed if the request is approved. Mr. Davis confirmed that regardless of where the lots are located within the two phases, construction of a second

access is required once there is a total of 30 lots in order to continue development. Council Member Petersen stated that although 30 lots is more than two-thirds of the total lots allowed, it is probably a sufficient restriction.

The Council had no further discussion on the request to concurrently develop Phases 1 and 2.

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

10. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn the General Session
Council Member Judd seconded the motion
The Council unanimously agreed

ERIK R. CRAYTHORNE, MAYOR

July 21st, 2020

CASEY ARNOLD, CITY RECORDER

July 21st, 2020

City Council Staff Report

Subject: Westlake Estates Subdivision
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

The proposed Westlake Estates Subdivision is located at 1000 N 5000 W. The property was recently rezoned to the R-1 zone and is owned by Psion Homes. The final plans for phase 1 have been prepared and were recently approved by the Planning Commission. This subdivision is adjacent to the Sunview Estates Subdivision where there was a complaint from the Kirkmans about the drainage. This subdivision will also drain onto the Kirkmans.

Analysis

The first phase of the subdivision contains 6.5 acres and 16 lots ranging in size from 13,102 sqft to 17,354 sqft. All lots in this first phase will connect directly to the gravity sewer line on 5000 W and will not require a lift station. There are no lots facing 5000 W so there will be a landscape strip along the street. However, there will not be an HOA to maintain the landscaping because it will be maintained by the individual lot owners as allowed by the code on corner lots.

Staff has reviewed the plans and all items have been addressed. They have also received approval from the following agencies:

- Hooper Water Improvement District
- Davis & Weber Counties Canal Co.
- North Davis Fire District.

The final outstanding issue was the storm drain plan. The plan calls for the storm water to drain to the west across Lynn Kirkman's property. He says that they do not have the right to do that, but the developer says that is where the water has always drained and that they have a historic right. Kirkman is concerned that the water quality will be changed and could harm his cattle. We asked the developer to work it out with Kirkman, but unfortunately, they have not been able to come to an agreement. We addressed this same issue on the adjacent development where we sought a legal opinion from the City Attorney. Felshaw King's letter of opinion is attached to this report. The gist of it, as we understand, is that if the developer can maintain the quantity and quality of the water to the pre-development levels then the developer has satisfied the requirement and should be approved. He further states that it is the City Engineer's duty to review and approve the storm drain plan, including the water quality component.

I have reviewed the plan and find that they have addressed both the water quantity and quality components. They intend to have a detention pond to control the quantity of water flow and to aid

in controlling the water quality. In addition, the plan calls for a “snout”, which is a brand name of an oil water separator.

The design is very typical and has been widely accepted on other developments. However, if Kirkman’s claim is that the quality of the water will harm his cattle, I have no standard to base that upon. Will the quality of the water from the development be good enough for cattle? I don’t know. There is also the chance that someone could illegally dump something in the storm drain that could be harmful. The only thing I can state is that this is a very typical design and is a “reasonable” method to control water quantity and quality from a residential subdivision. With this in mind, it would still be best if the two property owners could come to an agreement themselves. Without an agreement, it is my opinion that appropriate and reasonable controls have been put in place based on how these situations have been handled in the past.

Recommendation

Staff Recommends Final Approval of the Subdivision

Significant Impacts

None

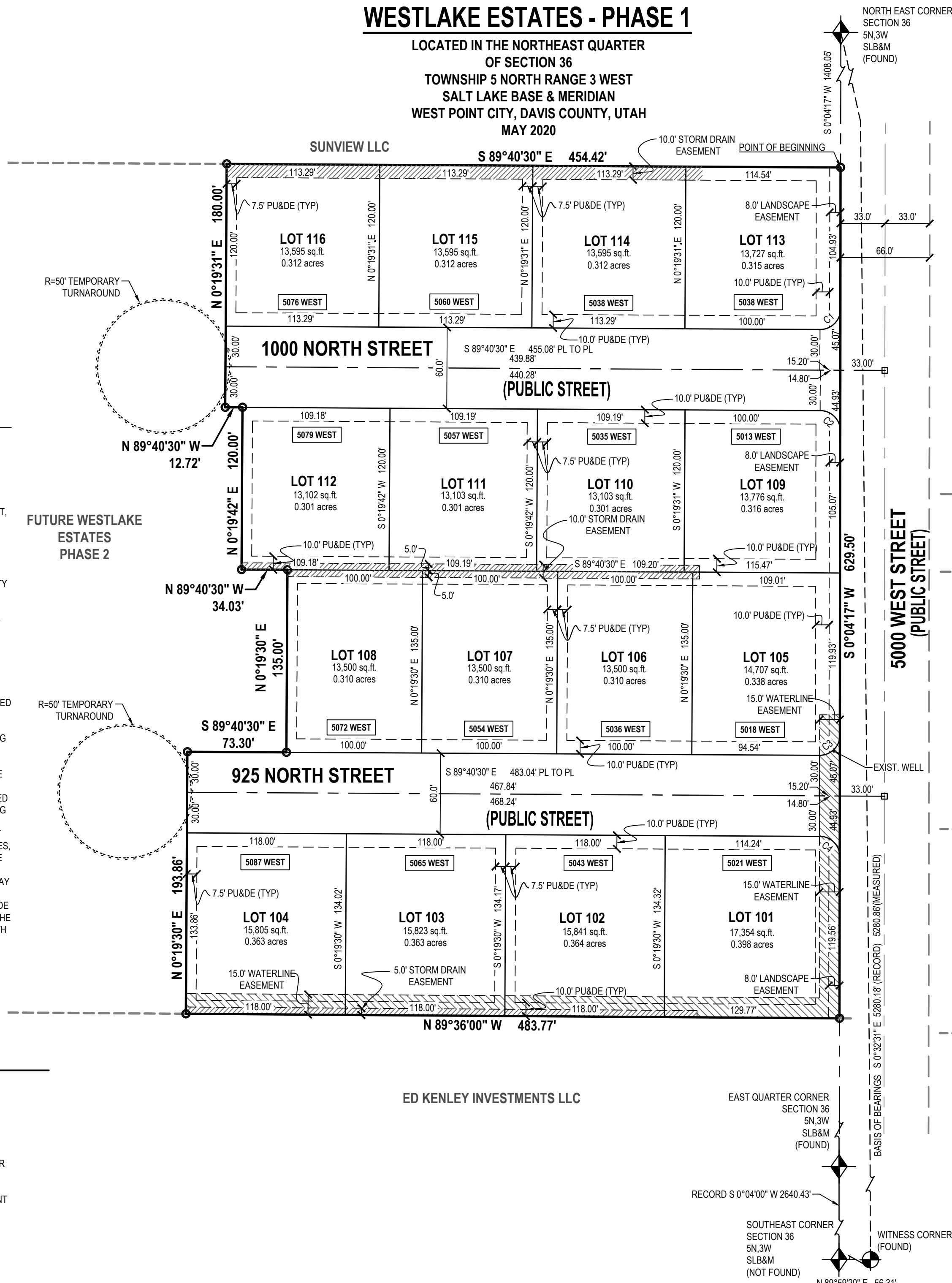
Attachments

Plat

Storm Drain Plan

WESTLAKE ESTATES - PHASE 1

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 36
TOWNSHIP 5 NORTH RANGE 3 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
MAY 2020



GENERAL NOTES:

- PROPERTY IS ZONED R-1 PRUD.
A. FRONT YARD SETBACK IS 30'
B. REAR YARD SETBACK IS 30'
C. SIDE YARD SETBACK IS 10'
D. CORNER LOT SIDE YARD SETBACK IS 20'
- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE) ARE 10' FRONT, 7.5' SIDE EVERY OTHER LOT LINE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
- 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.
- THIS SUBDIVISION IS IN LAND DRAIN ZONE C. FOUNDATION DRAINS AND SUMP PUMPS WILL BE REQUIRED FOR BASEMENTS.
- 8' LANDSCAPE STRIP ALONG LOTS 101, 105, 109, AND 113 TO BE MAINTAINED BY INDIVIDUAL LOT OWNERS.
- LOTS 101-105, 109 SUBJECT TO 12" WATERLINE EASEMENT FOR EXISTING WELL ON LOT 105.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH "YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PU&DE
- PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS

ENSGN
LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSGNENG.COM

SALT LAKE CITY
Phone: 801.253.9529
TOOELE
Phone: 435.943.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE WEST POINT CITY ATTORNEY.

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE WEST POINT CITY ENGINEER

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE WEST POINT CITY COUNCIL

CITY RECORDER CITY MAYOR

SHEET 1 OF 1

PROJECT NUMBER : 9564
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 6/3/20

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____,
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. **8034679** as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **WESTLAKE ESTATES - PHASE 1**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

West Lake Phase 1
A parcel of land, situate in the Northeast Quarter of Section 36, Township 5 North, Range 3 West, Salt Lake Base and Meridian, said parcel also located in West Point City, Utah. Being more particularly described as follows:
Beginning at a point on the West right-of-way line of 5000 West Street, said point being South 0°04'17" West 1408.50 feet along the East section line from the Northeast Corner of said Section 36 and running thence:
thence South 00°04'17" West 629.50 feet along said East line of said Section 36 to the beginning of a boundary line agreement (Line 4) as described in Entry No. 638649 in Book 940 Page 312 of Davis County Records;
thence North 89°36'00" West 483.77 feet along Line 4 of the boundary line agreement;
thence North 00°19'30" East 193.86 feet;
thence South 89°40'30" East 73.30 feet;
thence North 00°19'30" East 135.00 feet;
thence North 89°40'30" West 34.03 feet;
thence North 00°19'42" East 120.00 feet;
thence North 89°40'30" West 12.72 feet;
thence North 00°19'31" East 180.00 feet to line 3 of the aforementioned boundary line agreement;
thence South 89°40'30" East 454.42 feet to the Point of Beginning.

Contains: 284,106 square feet or 6.522 acres.

Trent R. Williams, PLS
License No. 8034679

Date _____

OWNER'S DEDICATION

We(I) the undersigned owners of the above described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets/private right-of-way(s) as shown hereon and name said tract:

WESTLAKE ESTATES - PHASE 1

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility and drainage easements and storm water detention ponds with no buildings or structures being erected within such easements.

Grant and dedicate unto all owners of lots upon which private storm drains are constructed or which are otherwise dependent upon such storm drains, an easement over such land drains for the purpose of perpetual maintenance and operation.

In witness whereof I/we have hereunto set our hand (s) this _____ day of _____ A.D., 20____.

By: **JOHN NELSON**

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

J.S.S.

On the _____ day of _____ A.D., 20____,
personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____, and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

RESIDING IN _____ COUNTY.

WESTLAKE ESTATES - PHASE 1

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 36
TOWNSHIP 5 NORTH RANGE 3 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

811

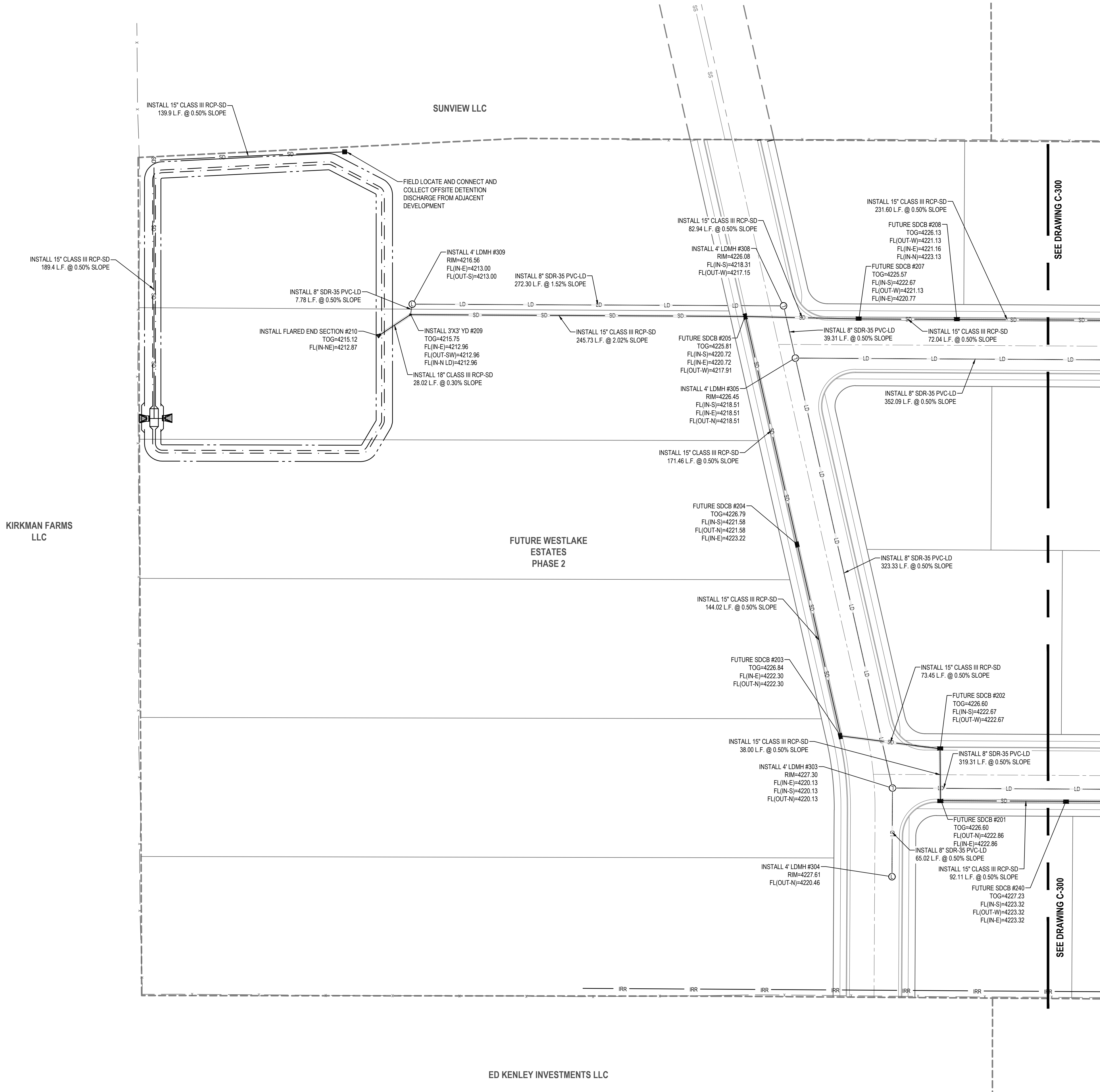
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH EAST CORNER OF SECTION 36
TOWNSHIP 5 NORTH, RANGE 3 WEST
SALT LAKE BASE AND MERIDIAN

ELEV. = 4229.80'



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH WEST POINT CITY'S STANDARDS AND SPECIFICATIONS.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
 - SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF ANY BUILDINGS.
 - ALL HYDRANTS SHALL BE PLACED WITH THE 4-1/2" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
 - PRIOR TO BEGINNING CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF NORTH DAVIS FIRE DISTRICT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE TEST.
 - ALL SECONDARY WATER IMPROVEMENTS TO BE INSTALLED PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West

Layton, UT 84041

Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.866.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
PSION HOMES

CONTACT:

PHONE:

WESTLAKE ESTATES
PHASE 1
APPROX. 1000 NORTH 5000 WEST
WEST POINT, UTAH 84015

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			

OFFSITE
UTILITY PLAN

PROJECT NUMBER
9564

PRINT DATE
7/2/20

DRAWN BY
J.MOSS

CHECKED BY
C.PRESTON

PROJECT MANAGER
C. PRESTON

C-301

City Council Staff Report



Subject: Womsquom Subdivision
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020

Background

The applicant is requesting final approval for a single lot subdivision located at 1111 N 4000 W. The lot is 0.8 acres and is zoned R-2 and A-40. The lot meets all requirements for that zone. All utilities will be stubbed into the property from 4000 W.

Analysis

Staff has reviewed the plat and plans for the subject subdivision and has given the developer a list of some minor corrections to be made. All of the corrections are complete, and the subdivision was approved by the Planning Commission on June 11th.

This subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street.

Recommendation

Staff recommends final approval and approval of the postponement agreement.

Significant Impacts

There are no significant impacts at this time.

Attachments

Plat
Postponement Agreement
Resolution 07-21-2020A

RESOLUTION NO. 07-21-2020A

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT
BETWEEN CRAYTHORNE DEVELOPMENT AND WEST POINT CITY FOR
THE INSTALLATION OF STREET IMPROVEMENTS AT 1111 NORTH 4000 WEST**

WHEREAS, Craythorne Development plans to build a home at 1111 N 4000 W; and

WHEREAS, The West Point City Code requires street improvements to be installed at the time of development; and

WHEREAS, There is no need at present to install said improvements; and

WHEREAS, Craythorne Development has agreed to pay for the improvements at a later date.

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

1. The Postponement of Improvement Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor Pro-Tem is hereby authorized to sign and execute said agreement.

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

WEST POINT CITY,
A Municipal Corporation

By: _____
Gary Petersen, Mayor Pro-Tem

ATTEST:

Casey Arnold, City Recorder

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(1111 North 4000 West)**

THIS AGREEMENT for the postponement of improvements (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 _____ (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, _____ is owner of real property situated in the City, which property is more particularly described as follows, to wit:

A part of the Northeast Quarter of Section 31, Township 5 North, Range 2 West, Salt Lake Base and Meridian, West Point City, Davis County, Utah:

Beginning at a point on the Section Line, said point being 990.00 feet South 0°04'29" West from the Northeast Corner of said Section 31 along said Section Line; and running thence South 0°04'29" West 99.00 feet along said Section Line to the Northerly Line of the James L. and Marilyn T. Toomer Property; thence along said Northerly Line North 89°55'30" West 377.14 to the Easterly Line of the Layton Canal; thence along said Easterly Line the following two (2) courses: (1) North 0°04'30" East 49.47 feet and (2) North 37°41'24" East 62.53 feet to the Southerly Line of the Singleton Subdivision, West Point City, Davis County, Utah; thence along said Southerly Line South 89°55'31" East 338.98 feet to the Point of Beginning.

Contains 36,392 Sq. Ft.

WHEREAS, there is now in force in the City an ordinance known as the West Point City Subdivision Ordinance, which requires the installation of curb, gutter, sidewalk, and other off-site improvements adjacent to any property where the same improvements have not previously been installed; and

WHEREAS, said improvements are to be installed at the time application is made for a building permit.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration it is mutually agreed between the parties as follows:

AGREEMENT

1. AGREEMENT FOR POSTPONED INSTALLATION. The parties agree that Owner may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Owner's said property. The Council's decision shall be

based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.

2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made the determination referred to in paragraph 2 above, the City shall proceed with the installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.
3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.
4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.
5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, as of the day and year first above written.

WEST POINT CITY

By:_____

Gary Petersen, Mayor Pro Tem

ATTEST:

Casey Arnold, City Recorder

(property owner)

By:_____

Title:_____

ATTEST:_____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me _____ and _____, who being by me duly sworn did say, each for himself and herself that they, the said _____ is the Mayor of West Point City, Davis County, State of Utah and that she, the said _____, is the City Recorder of West Point City, and that the within and foregoing instrument was signed on behalf of the said West Point City by authority of the City Council of West Point City and said _____ and _____, each duly acknowledged to me that the said West Point City executed the same and that the seal affixed is the seal of the said West Point City.

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)
 : ss. (Individual)
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Notary Public

(SEAL)

Womsquom Subdivision

A part of the Northeast Quarter of Section 31, T5N, R2W, SLB&M, U.S. Survey

West Point City, Davis County, Utah

June 2018

NARRATIVE:

This Subdivision Plat was requested by Mr. Erik Craythorne for the purpose of subdividing the hereon described parcel of ground into a single residential Lot.

A line between monuments found in the Northeast and East Quarter Corners of Section 32 with a bearing of South 0°04'29" West was used as the Basis of Bearings for this plat.

The North Line was established by honoring the Stoddard Subdivision on Record in Davis County as Entry No. 2211250.

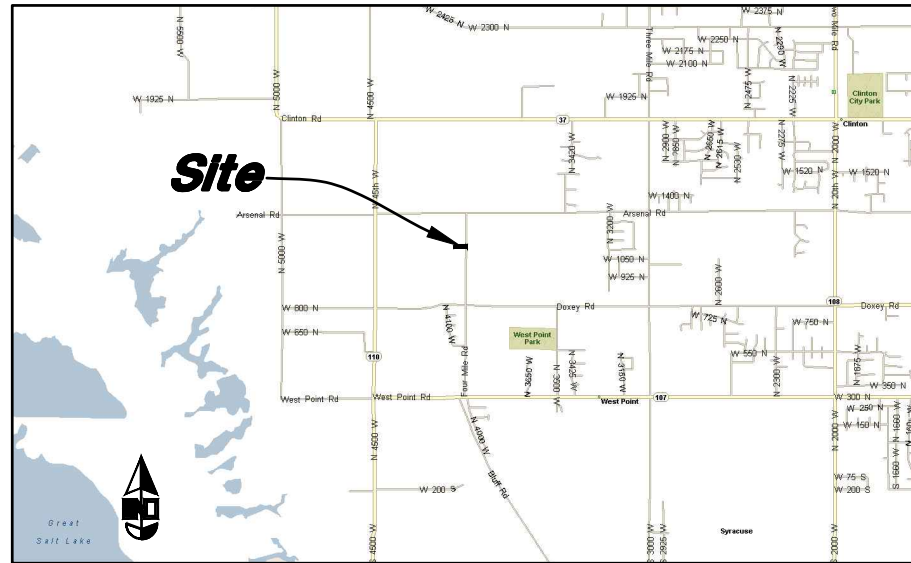
The East Line was established by the Section Line and the Centerline along 4000 West Street.

The South Line was established by following the Deed on File for the James L. and Marilyn T. Toomer Property, Parcel No. 14-042-0019.

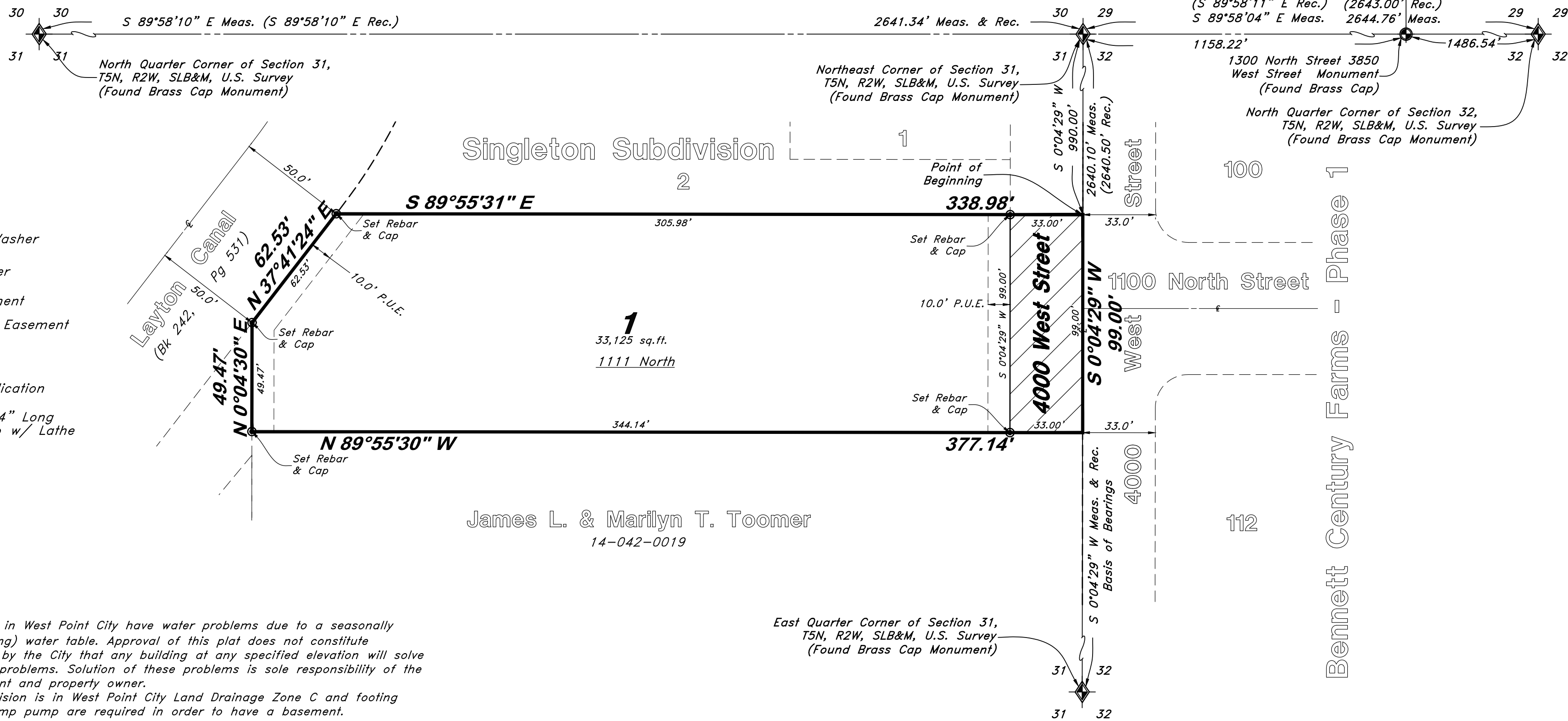
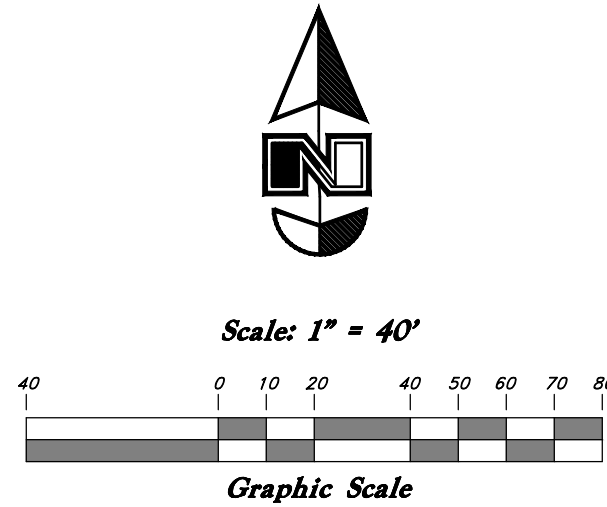
The West Line was established by following the Layton Canal.

Property corners were monumented as depicted on this Subdivision Plat.

If Curb and Gutter is deferred, the front Property Corners will be required to have Rebar and Cap set.



VICINITY MAP
Not to Scale



LEGEND

- ▲ Set Nail & Washer
- ◆ Section Corner
- ⊙ Street Monument
- P.U.E. Public Utility Easement
- (Rad) Radial
- (N/A) Not Radial
- ▨ Roadway Dedication
- ⊙ Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTE:

- Many areas in West Point City have water problems due to a seasonally high (fluctuating) water table. Approval of this plat does not constitute representation by the City that any building at any specified elevation will solve ground water problems. Solution of these problems is sole responsibility of the permit applicant and property owner.
- This Subdivision is in West Point City Land Drainage Zone C and footing drains and sump pump are required in order to have a basement.
- 10' Wide Public Utility Easements along the front and rear of each lot as shown.
- The patches on 4000 West for the Sewer and Water Lines will need to be patched, milled and overlaid 5 feet on either side of the trench according to West Point City Code. The patch must extend to the full width of any travel lanes affected.

ENGINEER
Great Basin Engineering Inc.
5746 South 1475 East, Suite 200
Ogden, Utah 84403
(801) 394-4515

DEVELOPER
Craythorne Development Inc.
C/O Erik Craythorne
601 West 1700 South
Syracuse, Utah 84075
(801) 776-4962

WEST POINT CITY ATTORNEY

Approved by the Attorney of West Point City
on this _____ day of _____, 2017.

Signature

WEST POINT PLANNING COMMISSION

Approved by the Planning Commission of West Point City
on the _____ day of _____, 2017.

Chairperson

WEST POINT CITY ENGINEER

Approved by the City Engineer on this _____ day
of _____, 2017.

Signature

WEST POINT CITY APPROVAL

This is to certify that this plat and dedication of
this plat were duly approved and accepted by the
City Council of West Point City, Utah this _____ day
of _____, 2017.

Attest _____

Title _____

Mayor

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, a Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Womsquom Subdivision, in Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground.

Signed this _____ day of _____, 2017.

6242920

License No.

OWNER'S DEDICATION

We, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract Womsquom Subdivision and hereby dedicate, grant and convey to West Point City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever; and also dedicate, to West Point City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by West Point City.

Signed this _____ day of _____, 2017.

— Craythorne Development, Inc. —

— Erik R. Craythorne —

ACKNOWLEDGMENT

State of Utah } ss
County of Davis }

On this _____ day of _____, 2017, personally appeared before me Erik R. Craythorne, who duly acknowledged that he is the of Craythorne Development, Inc. and that the foregoing instrument was signed on behalf of said corporation, and that said corporation executed the same.

Residing at: _____

Commission Number: _____

Commission Expires: _____

A Notary Public commissioned in Utah

Print Name

DESCRIPTION

A part of the Northeast Quarter of Section 31, Township 5 North, Range 2 West, Salt Lake Base and Meridian, West Point City, Davis County, Utah:

Beginning at a point on the Section Line, said point being 990.00 feet South 0°04'29" West from the Northeast Corner of said Section 31 along said Section Line; and running thence South 0°04'29" West 99.00 feet along said Section Line to the Northerly Line of the James L. and Marilyn T. Toomer Property; thence along said Northerly Line North 89°55'30" West 377.14 to the Easterly Line of the Layton Canal; thence along said Easterly Line the following two (2) courses: (1) North 0°04'30" East 49.47 feet and (2) North 37°41'24" East 62.53 feet to the Southerly Line of the Singleton Subdivision, West Point City, Davis County, Utah; thence along said Southerly Line South 89°55'31" East 338.98 feet to the Point of Beginning.

Contains 36,392 Sq. Ft. or 0.835 Acres

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND
RECORDED _____ AT _____
IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
FOR _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY



5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C. (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

City Council Staff Report



Subject: Brett Kenley Subdivision
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020

Background

The applicant is requesting final approval for a single lot subdivision located at 868 N 5000 W. The lot is 1.0 acres and is zoned A-40. The lot meets all requirements for that zone. All utilities will be stubbed into the property from 4000 W.

Analysis

Staff has reviewed the plat and plans for the subject subdivision and has given the developer a list of some minor corrections to be made. All of the corrections are complete, and the subdivision was approved by the Planning Commission on June 25th.

This subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street.

Recommendation

Staff recommends final approval of the subdivision and approval of the postponement agreement.

Significant Impacts

There are no significant impacts at this time.

Attachments

Plat
Postponement Agreement
Resolution 07-21-2020B

RESOLUTION NO. 07-21-2020B

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT
BETWEEN BRETT KENLEY AND WEST POINT CITY FOR
THE INSTALLATION OF STREET IMPROVEMENTS AT 876 NORTH 5000 WEST**

WHEREAS, Brett Kenley plans to build a home at 876 N 5000 W; and

WHEREAS, The West Point City Code requires street improvements to be installed at the time of development; and

WHEREAS, There is no need at present to install said improvements; and

WHEREAS, Craythorne Development has agreed to pay for the improvements at a later date.

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

1. The Postponement of Improvement 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 July, 2020.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik R. Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(876 North 5000 West)**

THIS AGREEMENT for the postponement of improvements (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 _____ (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, _____ is owner of real property situated in the City, which property is more particularly described as follows, to wit:

*BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 5000 WEST STREET LOCATED 176.15 FEET NORTH 00°04'17" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND 73.96 FEET NORTH 89°39'00" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 31 (POINT DESCRIBED OF RECORD AS 73.9 FEET SOUTH 89°57'29" EAST AND 176.17 FEET NORTH 00°03' WEST FROM THE WEST QUARTER CORNER OF SECTION 31);
RUNNING THENCE NORTH 00°07'17" EAST (NORTH 00°03'00" WEST BY RECORD) 183.98 ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89°39'00" EAST 236.77 FEET; THENCE SOUTH 00°07'17" WEST 183.98 FEET; THENCE SOUTH 89°39'00" WEST 236.77 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.*

WHEREAS, there is now in force in the City an ordinance known as the West Point City Subdivision Ordinance, which requires the installation of curb, gutter, sidewalk, and other off-site improvements adjacent to any property where the same improvements have not previously been installed; and

WHEREAS, said improvements are to be installed at the time application is made for a building permit.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration it is mutually agreed between the parties as follows:

AGREEMENT

1. AGREEMENT FOR POSTPONED INSTALLATION. The parties agree that Owner may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Owner's said property. The Council's decision shall be based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.
2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made

the determination referred to in paragraph 2 above, the City shall proceed with the installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.

3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.
4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.
5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, as of the day and year first above written.

WEST POINT CITY

By:_____

Erik R. Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

(property owner)

By:_____

Title:_____

ATTEST:_____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me _____ and _____, who being by me duly sworn did say, each for himself and herself that they, the said _____ is the Mayor of West Point City, Davis County, State of Utah and that she, the said _____, is the City Recorder of West Point City, and that the within and foregoing instrument was signed on behalf of the said West Point City by authority of the City Council of West Point City and said _____ and _____, each duly acknowledged to me that the said West Point City executed the same and that the seal affixed is the seal of the said West Point City.

NOTARY PUBLIC

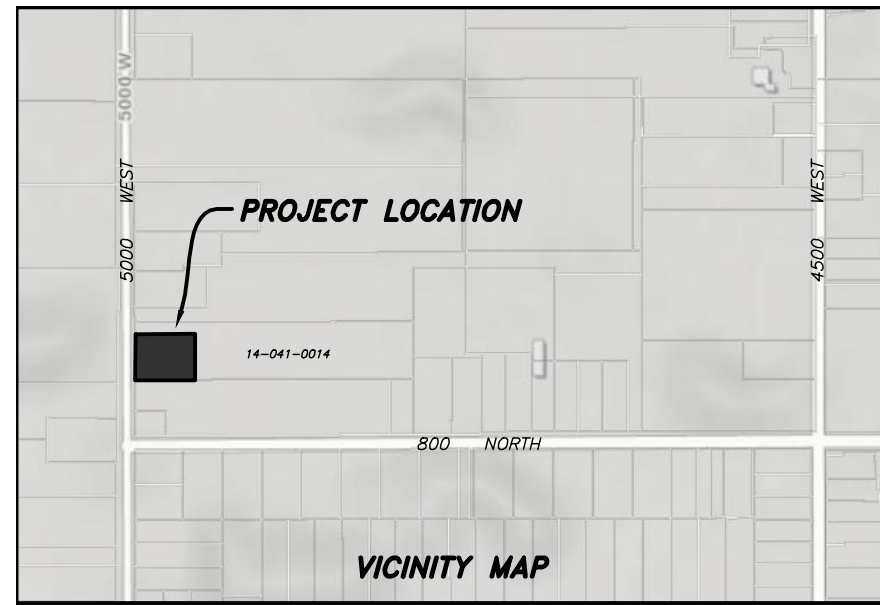
(SEAL)

STATE OF UTAH)
 : ss. (Individual)
COUNTY OF _____)

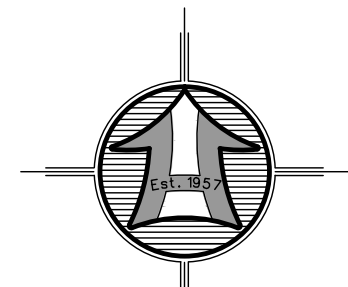
On this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

Notary Public

(SEAL)



Northwest Corner of Sec. 31,
T. 5 N., R. 2 W., SLB&M
Found Davis Co. Brass Cap Monument



Scale: 1" = 30'
0 30 60
Scale in Feet
(Data in Parentheses is Record)

LEGEND

- Subject Property Line
- Remainder Parcel
- Adjoining Property Line
- Centerline
- Easement
- Existing Flowline
- Existing Top Bank
- Proposed Storm Drain
- Existing Power
- Existing Sewer
- Existing Water
- Fence Line
- Existing 5' Contour
- Existing 1' Contour
- Witness Corner
- Found rebar set by others
- Set 5/8"x24" Rebar With Cap
- Section Corner
- Calculated Section Corner

PLAT NOTES:

- ALL PUBLIC UTILITY EASEMENTS (PUE) ARE 10' WIDE UNLESS OTHERWISE NOTED.
- SUBJECT PROPERTY IS LOCATED IN ZONE "C" OF THE WEST POINT CITY LAND DRAIN ZONES. A FOUNDATION DRAIN & SUMP IS REQUIRED.
- THE EXISTING DITCH ALONG THE FRONTAGE OF LOT 1 AND THE REMAINDER PARCEL IS TO BE PIPED.
- ALL ELEVATIONS SHOWN ARE REFERENCED TO NAVD88.

West Quarter Corner of Sec. 31,
T. 5 N., R. 2 W., SLB&M
Calculated Position from Davis Co.
Township Reference Plat

Developer:
Brett Kenley
801-589-3311

Southwest Corner of Sec. 31,
T. 5 N., R. 2 W., SLB&M
Calculated Position from Davis Co.
Township Reference Plat and found
Witness Corner



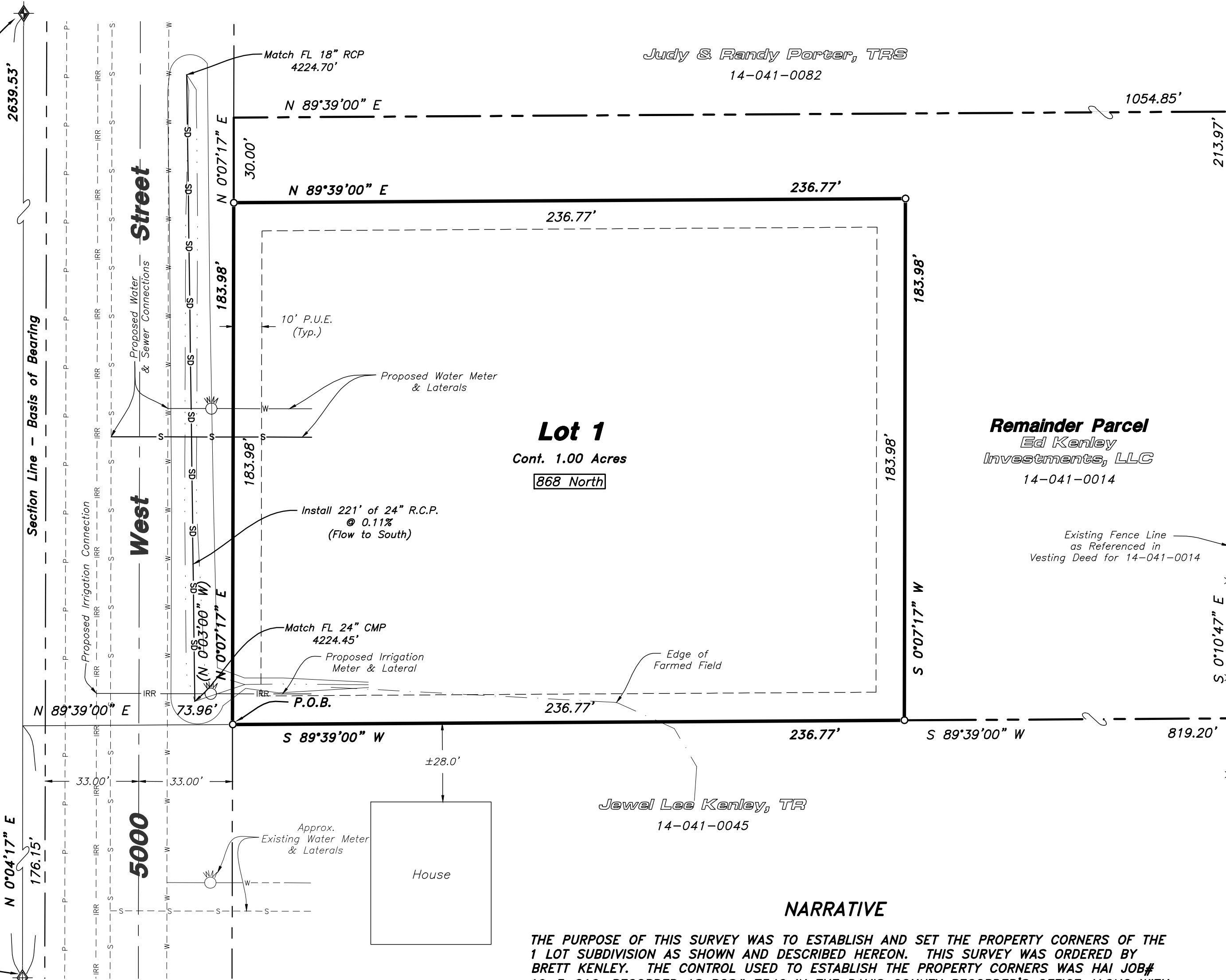
HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City Ogden Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272
Celebrating over 60 Years of Business

20-3-5 20-3-5v15.dwg 01/13/2020 RS

Brett Kenley Subdivision

West Point City, Davis County, Utah
A Part of the Northwest Quarter of Section 31,
Township 5 North, Range 2 West, Salt Lake Base & Meridian

Judy & Randy Porter, TRS
14-041-0082



NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS OF THE 1 LOT SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY BRETT KENLEY. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS HAI JOB# 19-3-216, RECORDED AS ROS# 7546 IN THE DAVIS COUNTY RECORDER'S OFFICE ALONG WITH THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 31, T5N, R2W, SLB&M. THE RIGHT-OF-WAY OF 5000 WEST STREET WAS ESTABLISHED FROM SAID ROS# 7546 WHICH FALLS IN HARMONY WITH THE EXISTING FENCE LINES ALONG 5000 WEST STREET. THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION WHICH BEARS NORTH 0°04'17" EAST, DAVIS COUNTY BEARING.

ENGINEER'S CERTIFICATE

APPROVED BY THE WEST POINT CITY ENGINEER ON
THIS _____ DAY OF _____, 2020.

By: _____
WEST POINT CITY ENGINEER

WEST POINT CITY PLANNING COMMISSION

APPROVED BY THE WEST POINT CITY PLANNING COMMISSION
THIS _____ DAY OF _____, 2020.

By: _____
WEST POINT CITY PLANNING COMMISSION CHAIRMAN

WEST POINT CITY COUNCIL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS
DULY APPROVED BY THE CITY COUNCIL OF WEST
POINT CITY THIS _____ DAY OF _____, 2020.

Attest: _____
RECORDER

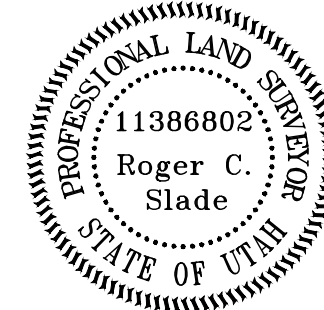
By: _____
Mayor

SURVEYOR'S CERTIFICATE

I, Roger C. Slade, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in Accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and I have Completed a Survey of the Property Described on this Plat in Accordance with Section 17-23-17 and have Verified all Measurements, and have Placed Monuments as Represented on this Plat, and have Hereby Subdivided said Tract into One (1) Lot known Hereafter as **BRETT KENLEY SUBDIVISION** in West Point City, Davis County, Utah, and has been Correctly Drawn to the Designated Scale and is True and Correct Representation of the Herein Described Lands Included In said Subdivision, Based Upon Data Compiled from Records in the Davis County Recorder's Office and from said Survey made by me on the Ground, I further Hereby Certify that the Requirements of all Applicable Statutes and Ordinances of Davis County Concerning Zoning Requirements Regarding Lot Measurements have been Complied With.

Signed this _____ day of _____, 2020.

Roger C. Slade, P.L.S.
Utah Land Surveyor Licence No. 11386802



SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 5000 WEST STREET LOCATED 176.15 FEET NORTH 00°04'17" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND 73.96 FEET NORTH 89°39'00" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 31 (POINT DESCRIBED OF RECORD AS 73.9 FEET SOUTH 89°57'29" EAST AND 176.17 FEET NORTH 00°03' WEST FROM THE WEST QUARTER CORNER OF SECTION 31);

RUNNING THENCE NORTH 00°07'17" EAST (NORTH 00°03'00" WEST BY RECORD) 183.98 ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89°39'00" EAST 236.77 FEET; THENCE SOUTH 00°07'17" WEST 183.98 FEET; THENCE SOUTH 89°39'00" WEST 236.77 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO ONE (1) LOT AS SHOWN ON THIS PLAT, AND NAME SAID TRACT **BRETT KENLEY SUBDIVISION** AND HEREBY DEDICATE TO WEST POINT CITY, DAVIS COUNTY THOSE CERTAIN STRIPS AS PUBLIC UTILITY EASEMENTS AS SHOWN HEREON, FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, THE SAME TO BE USED FOR THE ACCESS, INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC AND PRIVATE UTILITY SERVICE LINES, IRRIGATION AND DRAINAGE APPURTENANCES AS MAY BE AUTHORIZED BY WEST POINT CITY.

IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS _____ DAY OF _____, 2020.

Jewel Lee Kenley, "Registered Agent" of Ed Kenley Investments, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me, Jewel Lee Kenley, who being by me duly sworn did say and acknowledge that she is a Registered Agent of Ed Kenley Investments, LLC, a Utah Limited Liability Company ("LLC"), which LLC is the Owner of the real property listed herein, and executed the foregoing instrument as the authorized agent of the LLC, and that said authorization to sign on behalf of the LLC came pursuant to a Resolution of the Managers, the Certificate of Organization, and/or the Operating Agreement of the LLC.

Notary Public

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND
RECORDED _____, AT
_____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____
COUNTY RECORDER
By: _____
DEPUTY

WEST POINT CITY ATTORNEY

I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO APPROVAL BY THE WEST POINT CITY COUNCIL OF THE FORGOING PLAT HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 2020.

By: _____
WEST POINT CITY ATTORNEY

City Council Staff Report

Subject: Front Yard Setbacks R-4 Zone
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

The Planning Commission received a request from Jake Shepherd to consider changing the front yard setback in the R-4 zone from 25' to 20'. Mr. Shepherd is planning a development that will include townhouses and feels that 20' is appropriate. The Planning Commission held a public hearing on May 14th and received one comment from Nilson Homes (a partner in the development) in favor of the 20' setback. The Planning Commission continued their discussion over the next two meetings and finally approved a recommendation on June 11th. Their recommendation is summarized below.

Analysis

The Planning Commission's only issue with the smaller setbacks is the safety issues that it could create. Some have serious concerns about the increased likelihood that the sidewalk would get blocked by cars parked on the shorter driveways. The idea was proposed that the building itself could be closer to the road as long as the driveway was at least 25'. This would apply when the garage is setback farther than the house, which does happen. The Planning Commission also felt that the length of the driveway should not be regulated on private driveways or alleys where it is unlikely to have pedestrians. In the end they approved the following recommendation. However, the City Council asked that the setback to the front plane of the building be changed from 15' to 20'. That change is reflected in the proposed language below and in the attached ordinance.

15.20.165 Multifamily development

(A) 5. All townhouse and condominium projects shall be at least 1,200 square feet per unit and shall have a minimum of two and one-half parking stalls per unit. At least one single-car garage shall be provided for each unit. Where units are attached with common wall construction, at least 50 percent of the units per building shall contain a side by side two-car garage. **Setbacks shall be measured from the building to the edge of the adjacent roadway or sidewalk, whichever is nearer. The front yard setbacks are listed in the table found in WPCC 17.25.080. Setbacks shall only apply to private and public streets and shall not apply to private driveway and alleys.**

Driveways can be used to meet the parking requirement provided there is at least 20 feet from the garage to the sidewalk or street. Private driveways can only be used to meet the parking requirement for that particular unit. All apartment style dwellings must be at least 1,000 square feet and shall provide one covered parking space per unit. Only areas of the dwelling that have been completely finished shall be counted in the minimum square footage.

17.25.080 Zone regulations chart.

ZONING CLASSIFICATION	R-3	R-4	R-5	N-C
PRINCIPAL STRUCTURES SETBACK				
Min. Front Yard Setback Residential/Nonresidential	25'/30'	25'	20'	20'
Min. Distance to Garage		25'		
Min. Distance to Front Plane of Building		20'		
Min. Front Yard Setback Arterial Street	40'	40'	20'	20'

17.35 Planned Residential Unit Development (PRUD)

17.35.080(A)

6. Minimum Building Setbacks. The following minimum standards shall apply:

	R-1	R-2	R-3
Building Setbacks			
Front (from back of sidewalk)	N/A	20'	20'
Min. Distance to Garage		25'	25'
Min, Distance to Front Plane of Building		20'	20'
Side (from building to building)	N/A	10'	10'
Rear (from building to building)	N/A	30'	30'

17.35.080(B)

2. Minimum Lot Standards. The following minimum standards shall apply:

	R-1	R-2	R-3
Minimum Lot Size (sq. ft.)	10,000	8,000	7,000
Minimum Lot Widths	85'	75'	70'
Building Setbacks			
Front**	25'	20'	20'
Min. Distance to Garage		25'	25'
Min, Distance to Front Plane of Building		20'	20'
Side*	10/8'	10/5'	10/5'
Rear**	30'	25'	25'

There are three existing townhouse projects in the City that can be used as comparisons. The Yalecrest Towns project has a variety of setbacks ranging from 9' to 29'. The Sandy Point Townhouse project setbacks range from 20' to 25'. The Lakepoint Village project includes some townhouses with setbacks ranging from 19' to 23'.

The Council asked what the history was on those projects and why they were allowed to have smaller setbacks. The Lakepoint Village project was granted a PUD overlay zone that allowed a 20' setback:

Old PUD Code:

- 1. Garages with entrances facing directly on the street, whether in a front or side yard, shall be set back at least 20 feet from the property line.*

In searching for the history on the other two projects, it was discovered that section 15.20.165(5) does state that 20' driveways are allowed.

*5. All townhouse and condominium projects shall be at least 1,200 square feet per unit and shall have a minimum of two and one-half parking stalls per unit. At least one single-car garage shall be provided for each unit. Where units are attached with common wall construction, at least 50 percent of the units per building shall contain a side by side two-car garage. Driveways can be used to meet the parking requirement provided there is **at least 20 feet from the garage to the sidewalk or street**. Private driveways can only be used to meet the parking requirement for that particular unit. All apartment style dwellings must be at least 1,000 square feet and shall provide one covered parking space per unit. Only areas of the dwelling that have been completely finished shall be counted in the minimum square footage.*

This conflicts with section 17.25.080 that shows a 25' setback is required. It should also be noted that section 17.35.080 allows a 20' setback in the new PRUD code. If approved, this recommendation will make all sections of the code consistent.

Recommendation

Staff agrees with the proposed language but recommend that the Council review the section regarding public & private roads vs. private lanes. Staff recommends that the standard be consistent for roads, driveways, lanes, etc. but not for private alleys that access the rear of the building.

Significant Impacts

None

Attachments

Ordinance 07-21-2020A

ORDINANCE NO. 07-21-2020A

**AN ORDINANCE AMENDING WEST POINT
CITY CODE SECTIONS 15.20.165, 17.25.080 &
17.35.80 MODIFYING THE FRONT YARD
SETBACK FOR MULTI-FAMILY
DEVELOPMENTS**

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 amend Sections **15.20.165, 17.25.080 & 17.35.80**, 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 amendments; and,

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

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

Section One: **Adoption of New Provisions in section 15.20.165(A)(5)**

Sub Section 15.20.165(A)(5) shall be changed to read as follows. (Strike through text indicates text being removed from the code, and red text indicates new additions).

5. All townhouse and condominium projects shall be at least 1,200 square feet per unit and shall have a minimum of two and one-half parking stalls per unit. At least one single-car garage shall be provided for each unit. Where units are attached with common wall construction, at least 50 percent of the units per building shall contain a side by side two-car garage. **Setbacks shall be measured from the building to the edge of the adjacent roadway or sidewalk, whichever is nearer. The front yard setbacks are listed in the table found in WPCC 17.25.080. Setbacks shall only apply to private and public streets and shall not apply to private driveway and alleys.** Driveways can be used to meet the parking requirement provided there is at least 20 feet from the garage to the sidewalk or street. Private driveways can only be used to meet the parking requirement for that particular unit. All apartment style dwellings must be at least 1,000 square feet and shall provide one covered parking space per unit. Only areas of the dwelling that have been completely finished shall be counted in the minimum square footage.

Section Two: **Adoption of New Provisions in section 17.25.080**

The category named “PRINCIPAL STRUCTURES SETBACKS” of section 17.25.080 “Zone regulations chart” shall be changed to read as follows. The remainder of the table shall remain unchanged. (Strike through text indicates text being removed from the code, and red text indicates new additions).

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
PRINCIPAL STRUCTURES SETBACKS												
Min. Front Yard Setback Residential/Nonresidential	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	25' -	20'	20'	20'	20'	20'	20'
Min. Distance to Garage	-	-	-	-	-	25'	-	-	-	-	-	-
Min. Distance to Front Plan of Building	-	-	-	-	-	20'	-	-	-	-	-	-
Min. Front Yard Setback Arterial Street	40'	40'	40'	40'	40'	40'	20'	20'	20'	20'	20'	20'
Min. Side Yard Setback (interior) One Side	10'	10'	10'	10'	8'	8'	8'	0'	0'	0'	10'	10'
Total	20'	20'	20'	20'	16'	16'	16'	0'	0'	0'	20'	20'
Min. Side Yard (Corner Lot) Street Side	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Arterial Road (Corner Lot)	30'	30'	30'	30'	30'	30'	30'	20'				
Min. Side Yard between R-5 and A-5, A-40, R-1s, and R-2	-	-	-	-	-	25'	25'	-	-	-	-	-
Min. Rear Yard Setback	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	20'	20'	10'	10'	10'	10'	10'
Distance between Structures on Same Lot (Nonresidential)	-	-	-	-	-	-	10'	10'	10'	10'	10'	10'
Distance between Structures on Adjacent Lot (Nonresidential)	-	-	-	-	-	-	10'	10'	10'	10'	10'	10'

Section Three: **Adoption of New Provisions in section 17.35.080(A)(6)**

Sub Section 17.35.080(A)(6) shall be changed to read as follows. (Strike through text indicates text being removed from the code, and red text indicates new additions).

6. Minimum Building Setbacks. The following minimum standards shall apply:

	R-1	R-2	R-3
Building Setbacks			
Front (from back of sidewalk)	N/A	20'	20'
Min. Distance to Garage		25'	25'
Min. Distance to Front Plane of Building		20'	20'
Side (from building to building)	N/A	10'	10'
Rear (from building to building)	N/A	30'	30'

Section Four: **Adoption of New Provisions in section 17.35.080(B)(2)**

Sub Section 17.35.080(B)(2) shall be changed to read as follows. (Strike through text indicates text being removed from the code, and red text indicates new additions).

2. Minimum Lot Standards. The following minimum standards shall apply:

	R-1	R-2	R-3
Minimum Lot Size (sq. ft.)	10,000	8,000	7,000
Minimum Lot Widths	85'	75'	70'
<i>Building Setbacks</i>			
Front**	25'	20'	20'
Min. Distance to Garage		25'	25'
Min. Distance to Front Plane of Building		20'	20'
Side*	10/8'	10/5'	10/5'
Rear**	30'	25'	25'

Section Five: **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 to bring the text into conformity with the changes adopted by this Ordinance.

Section Six: **Severability**

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

Section Seven: **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: _____
Erik Craythorne
Mayor

ATTEST:

Casey Arnold
City Recorder

City Council Staff Report

Subject: Dahlia Estates Subdivision
Author: Boyd Davis
Department: Community Development
Date: July 21, 2020



Background

The proposed Dahlia Estates Subdivision is located at approximately 300 N 4300 W (Cold Springs Road). The property was rezoned a few years ago to the R-1 zone and is owned by Capital Reef Management (Ovation Homes). The final plans for phases 1 & 2 have been prepared and phase 1 was recently approved by the Planning Commission.

Analysis

The first phase of the subdivision contains 12.7 acres and 24 lots ranging in size from 12,023 sqft to 19,336 sqft. All lots meet the minimum size for the R-1 zone and the density is within the limits of the code. This is being developed under the base R-1 zone and is not a PRUD.

Staff has reviewed the plans and all items have been addressed. They have also received approval from the following agencies:

- Hooper Water Improvement District
- Davis & Weber Counties Canal Co.
- North Davis Fire District.
- North Davis Sewer
- UDOT

The subdivision will have two access points, one at 300 N and one at 4250 W. They will develop a small portion of the Cold Springs Road as part of the development. They plan to develop half of the road (26' of asphalt) on Cold Springs and the Planning Commission asked if we could require them to construct the full width of the road and if not could the City use impact fees to pay for the rest. We are looking into those questions and will report back as soon as possible.

The drainage will go to an existing storm drain pipe on 4500 West as will the sewer. Parcel A will be used as a detention pond and will be landscaped and maintained by the HOA. Parcel B will also be maintained by the HOA.

Capital Reef Management has proposed a donation agreement to donate to the City the full width of the Cold Springs Road that runs through their property. Staff is reviewing this with legal counsel as well as the question of who should be obligated, legally, to construct this road through this property. Staff had a meeting scheduled with Rob Keller, our contracted land-use attorney, but the meeting had to be rescheduled at the last minute. Thus, we do not have the answers we were hoping to have for this meeting.

Other than the questions about the road, the subdivision is ready for approval.

Recommendation

If the Council is comfortable with this, Staff Recommends Final Approval of Phase 1 of the Dahlia Estates Subdivision, subject to determining the outcome of Cold Springs Road and who is responsible for developing the road, including the terms of a donation agreement.

Significant Impacts

None

Attachments

Plat – Phase 1

DAHIA ESTATES SUBDIVISION - PHASE 1

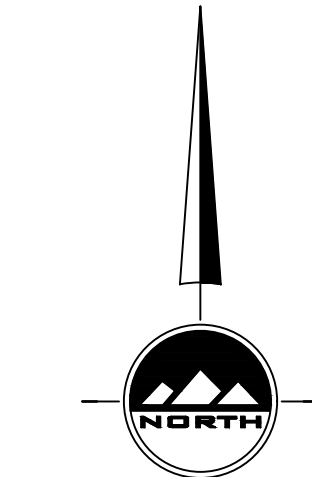
LOCATED IN THE NORTHEAST QUARTER
OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

NORTH QUARTER CORNER
SECTION 6
T4N, R2W
SL&M
(FOUND)
BM ELEV. #4236.90

BASIS OF BEARING S 89°43'00" E - 2643.99' RECORD - 2643.93' MEASURED
980.57' SECTION CORNER TO CL MONUMENT

NORTH EAST CORNER
SECTION 6
T4N, R2W
SL&M
(FOUND)

300 NORTH STREET



HORIZONTAL GRAPHIC SCALE
0 30 60 120
IN FEET
HORZ. 1 inch = 60 ft.

UTAH DEPARTMENT OF TRANSPORTATION
12043-105

IRENE DAHL TRUST

JOLENE DAHL

BOYD L. & SUSAN
D. KELLEY
12-043-0001

KELLY S. &
SHARON D. ROE
12-043-0066

CHURCH OF JESUS CHRIST OF
LATTER DAY SAINTS
12-043-0057

BOYD L. & SUSAN D.
KELLEY
12-043-0070

CHURCH OF
JESUS CHRIST
OF LATTER DAY
SAINTS
12-043-0051

KELLEY
INHERITANCE
PARCEL

GARTH B. KELLEY
12-045-0069

BRIAN P. & COLLETTE Y.
KELLEY 12-045-0065

SEE SHEET 2 OF 2

FUTURE PHASE

20.0' WATERLINE EASEMENT
IN FAVOR OF HOOPER
WATER IMPROVEMENT DISTRICT

LOT 101
16,887 sq. ft.
0.388 acres

LOT 102
13,721 sq. ft.
0.315 acres

LOT 103
16,735 sq. ft.
0.384 acres

LOT 123
14,408 sq. ft.
0.331 acres

LOT 124
12,023 sq. ft.
0.276 acres

LOT 122
12,239 sq. ft.
0.281 acres

LOT 121
12,536 sq. ft.
0.289 acres

LOT 107
12,038 sq. ft.
0.276 acres

LOT 106
12,024 sq. ft.
0.276 acres

LOT 105
12,096 sq. ft.
0.278 acres

LOT 104
12,359 sq. ft.
0.284 acres

DEVELOPER
CAPITAL REEF MANAGEMENT LLC
KAYSVILLE, UTAH
801-564-3898
BRAD FROST

SURVEY RECORDING DATA

DATE: _____
DRAWING No. _____



LAYTON
1485 W. Hillfield Rd. Ste 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.250.0293
TOOLE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.855.1453
RICHFIELD
Phone: 435.896.2983

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE WEST POINT CITY ATTORNEY.

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE WEST POINT CITY ENGINEER

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE WEST POINT CITY COUNCIL

CITY RECORDER CITY MAYOR

SURVEYOR'S CERTIFICATE

I, TRENT R. WILLIAMS, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 8034679, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as DAHIA ESTATES SUBDIVISION - PHASE 1, and that the same has been correctly surveyed and "staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section 6, Township 4 North, Range 2 West, Salt Lake Base and Meridian also being in West Point City, Davis County, Utah. Being more particularly described as follows:
Beginning at a point on the easterly right-of-way of 4500 West Street said point being South 0°06'59" West 1074.64 feet and North 89°58'18" East 59.44 feet from the North Quarter Corner of said Section 6 and running thence:

North 89°58'18" East 134.00 feet;
thence North 0°19'09" East 300.98 feet;
thence North 89°58'56" East 138.35 feet;
thence northerly 22.78 feet along the arc of a 280-foot radius non-tangent curve to the right (center bears South 71°55'10" East and the long chord bears North 20°24'40" East 22.77 feet with a central angle of 4°39'40");
thence South 67°15'30" East 30.00 feet;
thence southerly 4.17 feet along the arc of a 250-foot non-tangent curve to the left (center bears South 67°15'30" East and the long chord bears South 22°15'49" West 4.17 feet with a central angle of 0°57'22");
thence South 66°18'09" East 29.93 feet;
thence southeasterly 30.67 feet along the arc of a 15.50-foot radius non-tangent curve to the left (South 66°18'09" East and the long chord bears South 32°59'30" East 25.91 feet with a central angle of 113°22'42");
thence South 89°40'51" East 131.27 feet;
thence North 0°19'09" East 383.71 feet;
thence South 89°43'00" East 289.70 feet;
thence North 0°17'00" East 350.75 feet to the South right-of-way line of 300 North Street;
thence South 89°43'00" East 255.18 feet along said South line;
thence South 14°50'46" East 570.81 feet;
thence South 65°42'19" West 175.42 feet;
thence South 82°57'35" West 123.33 feet;
thence North 89°40'51" West 115.00 feet;
thence South 0°19'09" West 105.00 feet;
thence North 89°40'51" West 24.05 feet;
thence South 0°19'09" West 193.48 feet;
thence North 89°40'51" West 328.45 feet;
thence South 0°19'09" West 134.18 feet;
thence North 89°58'56" East 32.94 feet;
thence South 0°19'09" West 185.00 feet;
thence South 89°58'56" West 322.94 feet;
thence North 0°19'09" East 180.03 feet;
thence South 89°58'18" West 134.00 feet to the East right-of-way line of 4500 West Street;
thence North 0°19'09" East 60.00 feet along said East line to the Point of Beginning.

Contains: 555,675 square feet, 12.757 acres, 24 lots and 2 parcels.

Date: _____ Trent R. Williams
License No. 8034679

OWNER'S DEDICATION

Known all men by these presents that I / we, the under-signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

DAHIA ESTATES SUBDIVISION - PHASE 1

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this _____ day of _____, A.D., 20____

CAPITAL REEF MANAGEMENT L.L.C.
By: BRAD FROST
Its: MANAGING MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of Davis

On the _____ day of _____, A.D., 20____, BRAD FROST, personally appeared before me, the undersigned Notary Public, in and for said County of DAVIS, in the State of Utah, who after being duly sworn, acknowledged to me that He is the MANAGING MEMBER of CAPITAL REEF MANAGEMENT L.L.C., a Limited Liability Company and that He signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

DAHIA ESTATES SUBDIVISION - PHASE 1

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SHEET 1 OF 2

PROJECT NUMBER : L284

MANAGER : C.PRESTON

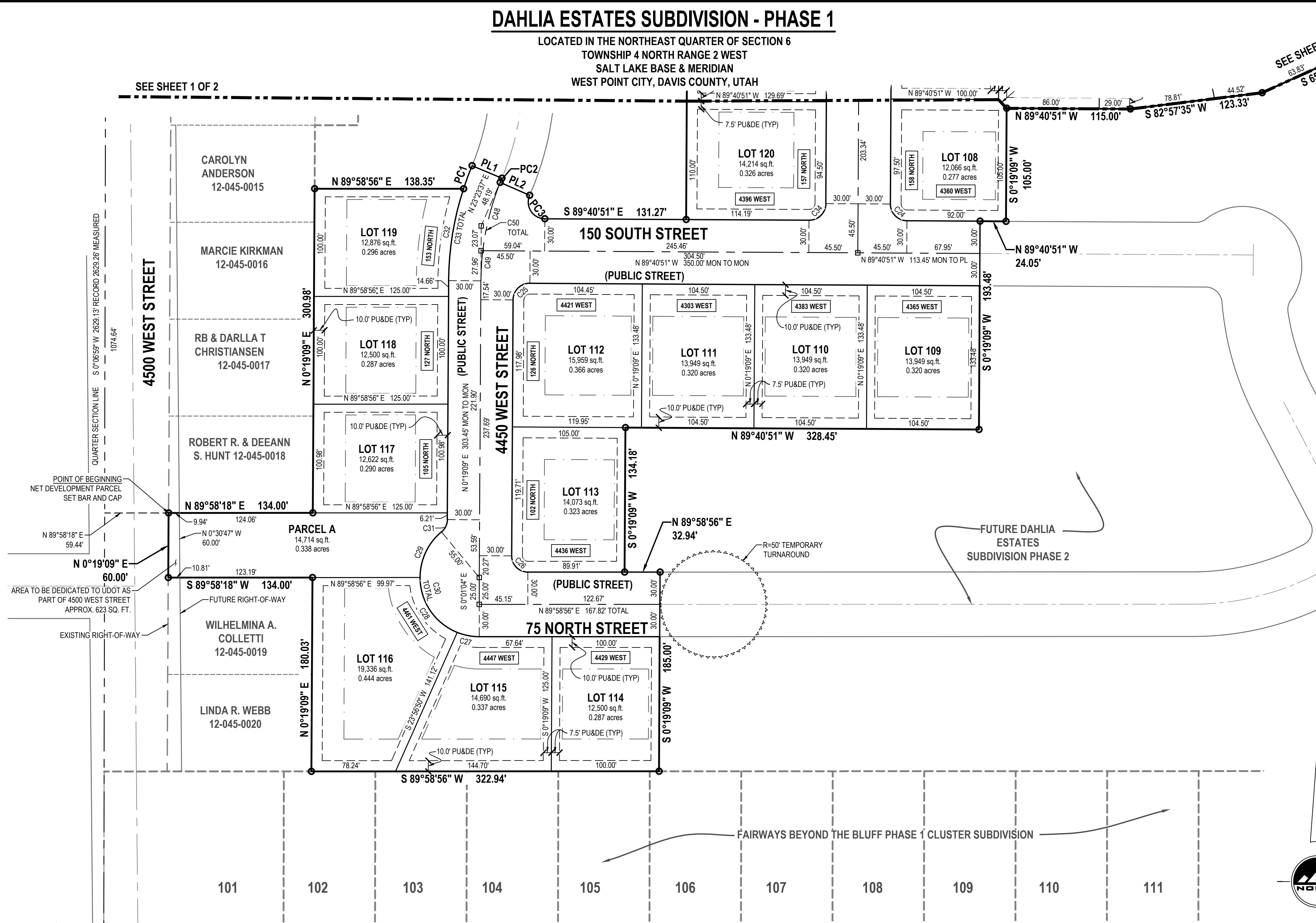
DRAWN BY : J.MOSS

CHECKED BY : T.WILLIAMS

DATE : 4/9/2020

DAHLIA ESTATES SUBDIVISION - PHASE 1

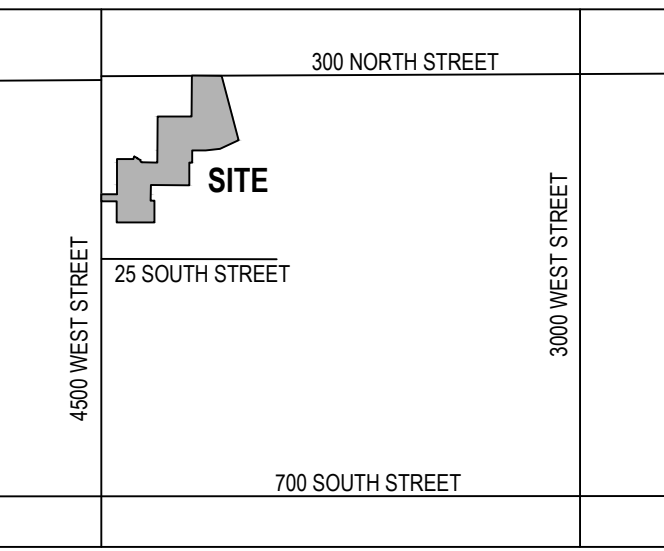
LOCATED IN THE NORTHEAST QUARTER OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH



LINE TABLE		
LINE	BEARING	LENGTH
PL1	S67°15'30"E	30.00'
PL2	S66°18'09"E	29.93'
L3	S73°22'21"W	40.24'
L4	N67°43'34"E	62.81'
L5	N0°17'00"E	6.01'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
PC1	280.00'	22.78'	4°39'40"	N20°24'40"E 22.77'
PC2	250.00'	4.17'	0°57'22"	S22°15'49"W 4.17'
PC3	15.50'	30.67'	113°22'42"	S32°59'30"E 25.91'
C4	15.00'	23.32'	89°03'53"	N45°11'04"W 21.04'
C5	15.00'	7.22'	27°34'31"	N75°56'44"W 7.15'
C6	15.00'	16.10'	61°29'21"	N31°23'48"W 15.34'
C7	535.50'	168.36'	18°00'51"	N9°39'33"W 167.67'
C8	55.00'	155.10'	161°34'26"	S81°04'13"W 108.58'
C9	55.00'	87.85'	91°31'17"	N27°37'05"E 78.81'
C10	55.00'	242.95'	253°05'43"	N53°10'08"W 88.37'
C11	15.50'	19.77'	73°05'43"	S36°49'52"W 18.46'
C12	4542.42'	240.67'	3°02'09"	N20°11'02"W 240.64'
C13	543.50'	164.72'	17°21'54"	N7°56'42"W 164.09'
C14	4550.42'	161.28'	2°01'51"	N19°40'53"W 161.27'
C15	15.50'	24.19'	89°25'41"	N23°00'44"E 21.81'
C16	270.00'	106.30'	22°33'26"	N79°00'17"E 105.61'
C17	15.50'	24.35'	90°00'00"	S44°43'00"E 21.92'
C18	4542.42'	114.81'	1°26'54"	N23°34'11"W 114.81'
C19	15.50'	24.19'	89°25'41"	N67°33'35"W 21.81'
C20	330.00'	61.20'	10°37'35"	N73°02'22"E 61.12'
C21	330.00'	68.72'	11°55'50"	N84°19'05"E 68.59'
C22	330.00'	129.92'	22°33'26"	N79°00'17"E 129.08'
C23	15.00'	23.55'	89°57'51"	S45°18'04"W 21.21'
C24	15.50'	24.35'	90°00'00"	S44°40'51"E 21.92'
C25	15.50'	24.35'	90°00'00"	S45°19'09"W 21.92'
C26	15.00'	23.65'	90°20'13"	S44°50'57"E 21.26'
C27	55.00'	20.97'	21°50'56"	S79°06'36"E 20.88'
C28	55.00'	65.45'	68°10'40"	S34°04'48"E 61.65'
C29	55.00'	48.32'	50°20'11"	S26°10'38"W 46.78'
C30	55.00'	134.74'	140°21'47"	S19°50'10"E 103.48'
C31	15.00'	13.10'	50°01'34"	N25°19'56"E 12.68'
C32	280.00'	86.80'	17°45'41"	S9°12'00"W 86.45'
C33	280.00'	109.58'	22°25'21"	N11°31'50"E 108.88'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C34	15.50'	24.35'	90°00'00"	N45°19'09"E 21.92'
C35	15.00'	13.09'	49°59'34"	N24°40'38"W 12.68'
C36	55.00'	14.96'	15°35'02"	S41°52'54"E 14.91'
C37	55.00'	71.62'	74°36'26"	S3°12'50"W 66.66'
C38	55.00'	47.80'	49°48'01"	S65°25'04"W 46.31'
C39	15.50'	24.35'	90°00'00"	N45°17'00"E 21.92'
C40	15.00'	23.86'	91°07'59"	S44°43'01"W 21.42'
C41	469.50'	145.99'	17°48'59"	N9°45'28"W 145.41'
C42	4476.42'	439.69'	5°37'40"	N21°28'48"W 439.52'
C43	502.50'	8.14'	0°56'39"	S0°10'50"E 8.14'
C44	502.50'	9.94'	1°08'00"	S0°17'00"E 9.94'
C45	502.50'	158.06'	18°01'19"	S9°39'19"E 157.41'
C46	502.50'	156.20'	17°48'37"	S9°45'40"E 155.57'
C47	300.00'	118.11'	22°33'26"	N79°00'17"E 117.35'
C48	250.00'	65.64'	15°02'40"	S14°15'48"W 65.46'
C49	250.00'	28.02'	6°25'19"	S3°31'49"W 28.01'
C50	250.00'	93.67'	21°27'59"	S11°03'09"W 93.12'
C51	4509.42'	238.95'	3°02'10"	S20°11'03"E 238.92'
C52	4509.42'	44.99'	0°34'18"	S21°59'17"E 44.99'
C53	4509.42'	44.99'	0°34'18"	S22°33'35"E 44.99'
C54	4509.42'	114.00'	1°26'55"	S23°34'11"E 114.00'
C55	4509.42'	283.94'	3°36'28"	S20°28'12"E 283.89'
C56	4509.42'	159.00'	2°01'13"	S23°17'02"E 158.99'
C57	55.00'	134.38'	139°59'28"	S20°19'20"W 103.36'
C58	4550.42'	93.37'	1°10'32"	N21°17'05"W 93.37'
C59	543.50'	184.06'	19°24'13"	N8°57'51"W 183.18'
C60	15.50'	16.50'	60°58'34"	N8°47'11"E 15.73'
C61	15.50'	7.70'	28°27'07"	N53°30'01"E 7.62'
C62	15.50'	7.70'	28°27'07"	S81°57'08"W 7.62'
C63	15.50'	16.50'	60°58'34"	N53°20'02"W 15.73'
C64	4550.42'	128.57'	1°37'08"	N23°29'04"W 128.56'



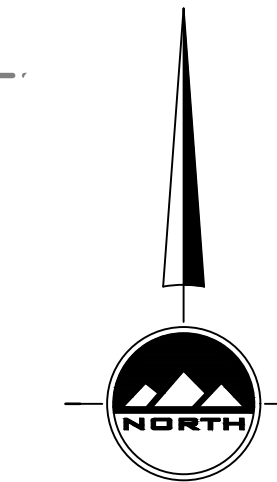
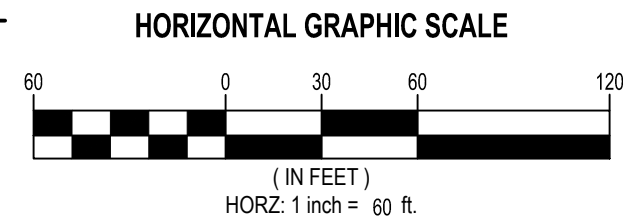
VICINITY MAP
NO SCALE
WEST POINT, DAVIS COUNTY, UTAH

NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

- GENERAL NOTES:
- PROPERTY IS ZONED R-1.
 - FRONT YARD SETBACK IS 30'
 - REAR YARD SETBACK IS 30'
 - SIDE YARD SETBACK IS 10'
 - CORNER LOT SIDE YARD SETBACK IS 20'
 - ARTERIAL STREET MINIMUM SIDE YARD IS 30'
 - ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10' FRONT, 7.5' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
 - PARCEL A AND PARCEL B AND THE LANDSCAPE BUFFER PARCELS WILL BE OWNED AND OPERATED BY THE DAHLIA ESTATES HOME OWNERS ASSOCIATION.
 - THE PROPERTY IS IN THE LAND DRAIN ZONE "C". A LAND DRAIN SYSTEM IS NOT REQUIRED, BUT RECOMMENDED. FOUNDATION DRAINS AND SUMP PUMPS ARE REQUIRED.

5. THE OWNER DOES HEREBY GRANT, CONVEY AND SET OVER UNTO THE HOOPER WATER IMPROVEMENT DISTRICT, THE GRANTEE, A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF, BUT NOT LIMITED TO, THE OPERATION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, PROTECTION AND MAINTENANCE OF CULINARY WATER PIPE LINES, VALVES, SERVICE LINES AND OTHER CULINARY WATER DISTRIBUTION AND TRANSMISSION FACILITIES UNDER AND THROUGH THE STRIP OF LAND IDENTIFIED AS 20.0' WATERLINE EASEMENT. NO PERMANENT STRUCTURE, SURFACE IMPROVEMENT, TREE SHALL BE CONSTRUCTED WITHIN THE EASEMENT WITHOUT THE WRITTEN CONSENT OF THE GRANTEE. IF SUCH IS CONSTRUCTED, NO COSTS RELATED TO EITHER REMOVAL OR RESTORATION SHALL BE BORNE BY THE GRANTEE AS A RESULT OF EXERCISING ITS RIGHTS HEREUNDER.

- LEGEND
- SECTION CORNER
 - EXISTING STREET MONUMENT
 - PROPOSED STREET MONUMENT
 - SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
 - PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
 - EASEMENTS
 - BUILDABLE AREA (SEE GENERAL NOTE 1)



HORIZONTAL GRAPHIC SCALE



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TOOELE
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CEDAR CITY
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RICHFIELD
Phone: 435.095.2863

DAHLIA ESTATES SUBDIVISION - PHASE 1

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

SHEET 2 OF 2

PROJECT NUMBER : L2884
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 4/9/2020

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER