



3200 W 300 N, West Point, UT 84015
801.776.0970

WEST POINT CITY COUNCIL

MEETING NOTICE & AGENDA

ELECTRONIC MEETING

August 4, 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 Executive Order 2020-5 issued by Governor Herbert.

The Public may monitor or listen to the meeting electronically and provide public comment when appropriate:

- Join Zoom Meeting at: <https://us02web.zoom.us/j/82766341031> or
- Connect via Telephone: Dial 1(669) 900-6833 and enter Meeting ID: 827 6634 1031

Members of the public may also participate in the Citizen Comment or Public Hearing items via email prior to the meeting

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

- Email: carnold@westpointcity.org
- Subject Line: Must be designated as "Citizen Comment – August 4, 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 Property Tax Rate for the 2020 Taxable Year and FY2021 Final Budget for West Point City and All Related Agencies – Mr. Ryan Harvey pg. 4
2. Discussion Regarding the Dahlia Estates Subdivision Phase II and Donation Agreement – Mr. Boyd Davis pg. 7
3. Discussion Regarding the Harvest Field Subdivision – Mr. Boyd Davis pg. 19
4. Discussion Regarding a Development Agreement with NHM8, LLC for the Bluff View Subdivision – Mr. Boyd Davis pg. 25
5. 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, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
6. Consideration of Approval of the Minutes from the July 21, 2020 West Point City Council Meeting pg. 43
7. Consideration of Approval of Resolution No. 08-04-2020A, Approving a Development Agreement with NHM8, LLC for the Bluff View Subdivision – Mr. Boyd Davis pg. 25
8. Consideration of Approval of Resolution No. 08-04-2020B, Approving a Land Donation Agreement with Capital Reef Management – Mr. Boyd Davis pg. 12
9. Consideration of Final Approval of the Dahlia Estates Subdivision Phases I and II – Mr. Boyd Davis pg. 7
10. Consideration of Approval to Remove the Oleson Fields Subdivision from Warranty – Mr. Boyd Davis pg. 55
11. Consideration of Approval of Resolution No. 08-04-2020C, Approving an Interlocal Cooperation Agreement for Services Related to the Davis Cares Business Grant Program – Mr. Kyle Laws pg. 56
12. Consideration of Approval to Provide COVID-19 Support to the North Davis Fire District using CARES Act Funding in the Amount of \$31,622.16 – Mr. Kyle Laws pg. 56
13. 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 pg. 66
 - a. Public Hearing
 - b. Action
14. 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 pg. 71
 - a. Public Hearing
 - b. Action
15. Consideration of Approval of Ordinance No. 08-04-2020C, Regarding Amendments to WPCC 17.75.030 (Accessory Apartment Development Standards) Regarding Setback Requirements – Mr. Boyd Davis pg. 76
 - a. Public Hearing
 - b. Action
16. Motion to Adjourn the General Session

Posted this 31st day of July, 2020


CASEY ARNOLD, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: **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
3. Discussion Regarding the Bennett Farms Subdivision Phase II – Mr. Boyd Davis
4. Discussion regarding Setback Requirements for Private Driveways and Alleys – Mr. Boyd Davis

**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

1. Swearing-In Ceremony of the 2020-2021 West Point City Youth Council Members – Mayor Erik Craythorne
2. Consideration of Final Approval of the Harvest Field Subdivision – Mr. Boyd Davis
3. Consideration of Approval of Resolution No. 08-18-2020B, Approving a Development Agreement with NHM8, LLC for the Bluff View Subdivision – 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
3. Consideration of Final Approval of the Bluff View Subdivision – Mr. Boyd Davis
4. Consideration of Final Approval of the Bennett Farms Subdivision Phase II – Mr. Boyd Davis
5. Consideration of Approval of Ordinance No. 08-04-2020D, Regarding Amendments to WPCC 15.20.165 (Multifamily Developments) Regarding Setback Requirements for Private Driveways and Alleys – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

Date: **09/15/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: **10/06/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update
-

Date: **10/20/2020**

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: **11/17/2020**

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Code Enforcement Update – Mr. Bruce Dopp



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
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
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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

SUN	MON	TUE	WED	THU	FRI	SAT
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2	3	4	5	6	7	8
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

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
N/A	Senior Dinner - CANCELED
N/A	MOVIE IN THE PARK - CANCELED
18	City Council - 6 PM
27	Planning Commission - 6 PM

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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29	30	31				

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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27	28	29	30			

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

SUN	MON	TUE	WED	THU	FRI	SAT
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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

SUN	MON	TUE	WED	THU	FRI	SAT
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31						

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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29	30					

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

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
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21	22	23	24	25	26	27
28	29	30				

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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20	21	22	23	24	25	26
27	28	29	30	31		

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 31, 2020

City Council Staff Report

Subject: Property Tax Discussion
Author: Ryan Harvey
Department: Administrative Services
Date: August 4, 2020



BACKGROUND

The Fiscal Year 2021 budget process began in early 2020, and after many City Council discussions and public hearings, it is coming to a close. The Council voted to go through the Truth-in-Taxation process, which means that the final property tax rate, and final budget will need to be approved by the Council on August 18, 2020.

ANALYSIS

Property Tax Rate Approval

Each year the City is required to approve a property tax rate. The City is entitled to receive the same amount in total property tax revenue as received in the previous year, plus an additional amount from new growth. The County sets the Certified Tax Rate to ensure this. If the City wishes to collect more property tax revenue than is allowed by the certified tax rate, the Council must hold a public hearing and approve an alternative tax rate. The Council expressed an interest in holding a Truth-in-Taxation public hearing to consider a rate higher than the certified rate, but no more than the existing tax rate.

Property values in West Point City have increased again this year. As a result of the change in value, the County has set our certified rate at 0.000877, which is lower than the 2019 approved rate. The Council may choose to accept the certified rate, maintain the rate from 2019, or approve a rate somewhere between the two. A list of some possible rates, with corresponding revenue amounts, is shown in the table below.

Proposed Rate	Projected Revenue	Amount over Certified Rate
0.000917 – 2019 Rate	\$548,672	\$23,934
0.000910	\$544,484	\$19,746
0.000900	\$538,500	\$13,762
0.000890	\$532,517	\$7,779
0.000880	\$526,533	\$1,795
0.000878	\$525,337	\$599
0.000877 – 2020 Certified Rate	\$524,738	\$0

If the Council chooses to approve the certified rate, our estimated property tax revenue will be \$524,738, an increase of \$15,455 over 2019. The increase is a result of new growth. If the Council chooses to maintain the 2019 rate, our estimated property tax revenue will be \$548,672, an increase of \$39,389 over 2019. Choosing to maintain the rate would increase the property tax of a \$319,000 residence by \$7.02 per year, or \$0.59 per month over the Certified Tax Rate.

We will hold a Truth-in-Taxation public hearing on August 18th and the Council will vote to approve a tax rate at that time. The Council will also approve the Final Budget for Fiscal Year 2021.

In the past, Council Members have asked what has been done in past years. Below is a chart showing the Certified and Adopted Rates since 2006, the year that North Davis Fire District was formed. The Highlighted numbers are the years the Council adopted a rate above the certified rate:

Year	Certified Rate	Adopted Rate	Revenue
2020	0.000877	TBD	TBD
2019	0.000859	0.000917	509,283
2018	0.000881	0.000917	459,924
2017	0.000902	0.000945	434,260
2016	0.000984	0.000984	400,443
2015	0.001005	0.001036	376,649
2014	0.000996	0.001036	356,700
2013	0.001041	0.001111	337,970
2012	0.001111	0.001111	313,495
2011	0.001008	0.001008	308,326
2010	0.000910	0.000936	302,867
2009	0.000876	0.000876	281,926
2008	0.000773	0.000895	281,925
2007	0.000834	0.000834	228,710
2006	0.000909	0.000909	199,212

New Budget Items

Community Development Director

In the current Tentative Budget, the City Council approved a new position for an additional full-time Planner. As Staff has been discussing this position and the needs of the City, the City Manager would like to propose to the Council a change to this position. Rather than an additional Planner, Kyle believes there is a greater need for a Community Development Director. This position is currently being filled by Boyd Davis who also serves as the City Engineer and Assistant City Manager. His workload is heavy and overwhelming at times and with all of the development taking place within the City it seems necessary to split these roles. This has been a conversation Boyd and Kyle have had for a few years expecting the time would come for these positions to be held by different people.

The Council may not be intimately aware of Boyd's workload and that will be helpful in making a decision on this. Currently Boyd attends all Planning Commission Meetings and City Council Meetings. He reviews staff reports for Planning Commission and writes them for City Council. These tasks in and of themselves takes a lot of time in addition to the constant flow of meetings and phone calls with developers, their engineers and residents, reviewing plans, managing projects, and many other responsibilities that come up regularly. At this time there are 12 subdivision reviews on Boyd's desk and they just keep coming in, and there are at least 6 subdivisions under construction. If we were to hire a Planner as originally discussed, it doesn't appear to relieve much pressure from this heavy workload, but Kyle believes a Community Development Director would. We need someone who has final decision-making authority in order to relieve some of the burden. Additionally, we do not believe we are providing the best service possible to the development community or to our residents. Staff believes that the growth we are experiencing will only continue, especially as West Davis Highway is built.

The City Manager proposes the following organizational change: Hiring a Community Development Director who would report to the Assistant City Manager (Boyd). The Community Development Director would be required to attend Planning Commission meetings and City Council Meetings and would take over all Community Development functions of the City and the Planner would report directly to him. Boyd's role would focus on engineering projects and general City Management projects; the workload would be lighter but still busy. If approved, the Planner position just authorized would be changed to Community Development Director and we would need to add an additional \$35,000 in salary (and a small amount towards benefits) to the budget to support the higher level position and to attract the talent we desire and need. Staff would like feedback from the Council on this request and organizational change. If desired and supported by the Council, Staff will include this in the final budget adoption that will take place at the next City Council Meeting. And if necessary, maintaining the property tax rate will help fund this much needed position, which will allow us to provide a better service to our residents.

RECOMMENDATION

No Action Required. This is for discussion purposes only; however, staff would like feedback on the Property Tax Rate and the Community Development Director position, so that the Final Budget will be ready to approve on August 18th.

SIGNIFICANT IMPACTS

Possible increase in revenue from property taxes.

ATTACHMENTS

None

City Council Staff Report

Subject: Dahlia Estates Subdivision Phases 1 & 2
Author: Boyd Davis
Department: Community Development
Date: August 4, 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 were recently approved by the Planning Commission. The City Council gave approval to develop both phases simultaneously.

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.

The second phase of the subdivision contains 9.8 acres and 22 lots ranging in size from 12,075 sqft to 18,473 sqft. All lots meet the minimum size for the R-1 zone and the density is within the limits of the code.

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. The Developer has proposed that they only develop half of the road (26' of asphalt) on Cold Springs Road. 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. Staff is working with our Land Use Attorney to work out these details and plan to have an agreement ready for Council's approval at the meeting Tuesday night. In addition to the question of road width construction, the agreement will also include a donation of land to the City for the future right of way for Cold Springs Road as well as some remnant parcels that the City would be required to accept. The attached agreement is an early draft and will not be the one to be approved. However, we wanted to have a draft in the packet.

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. Parcels B & C will also be donated to the City as part of the donation agreement and is a remnant parcel due to the location of Cold Springs Road.

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

Recommendation

Staff recommends approval of Dahlia Estates Phases 1 & 2 subject to a resolution of the Cold Springs Road issue and subsequent Donation Agreement

Significant Impacts

None

Attachments

Plat – Phase 1

Plat – Phase 2

Draft Donation Agreement

Resolution No. 08-04-2020B

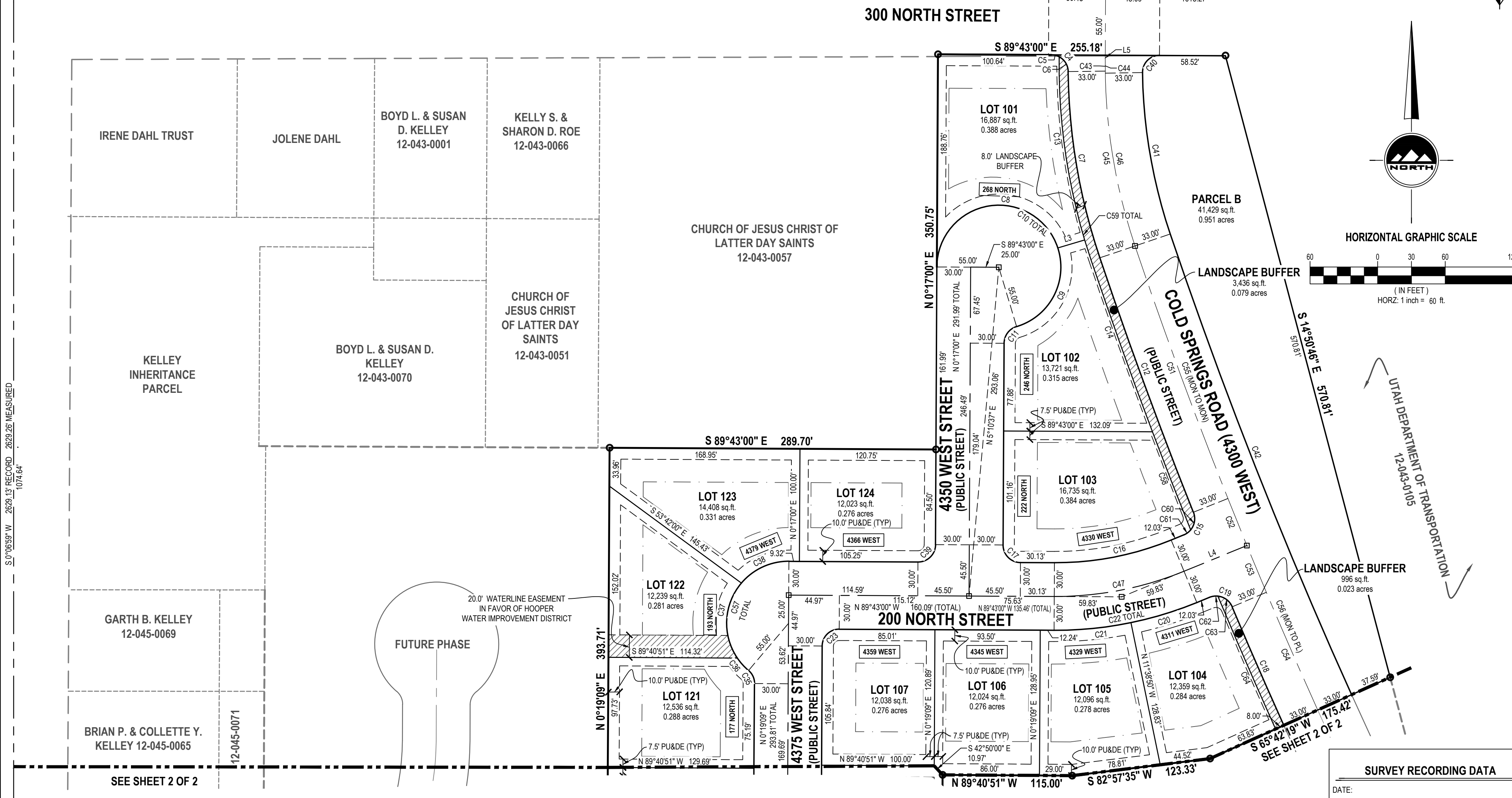
DAHLIA ESTATES SUBDIVISION - PHASE 1

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

NORTH QUARTER CORNER
SECTION 6
T4N, R2W
SL&BM
(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&BM
(FOUND)



SURVEY RECORDING DATA

DATE: _____
DRAWING No. _____

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

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 DAHLIA 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

DAHLIA 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.

NOTARY PUBLIC

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

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



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

WWW.ENSGNENG.COM

SALT LAKE CITY
Phone: 801.250.0293
TOOELE
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

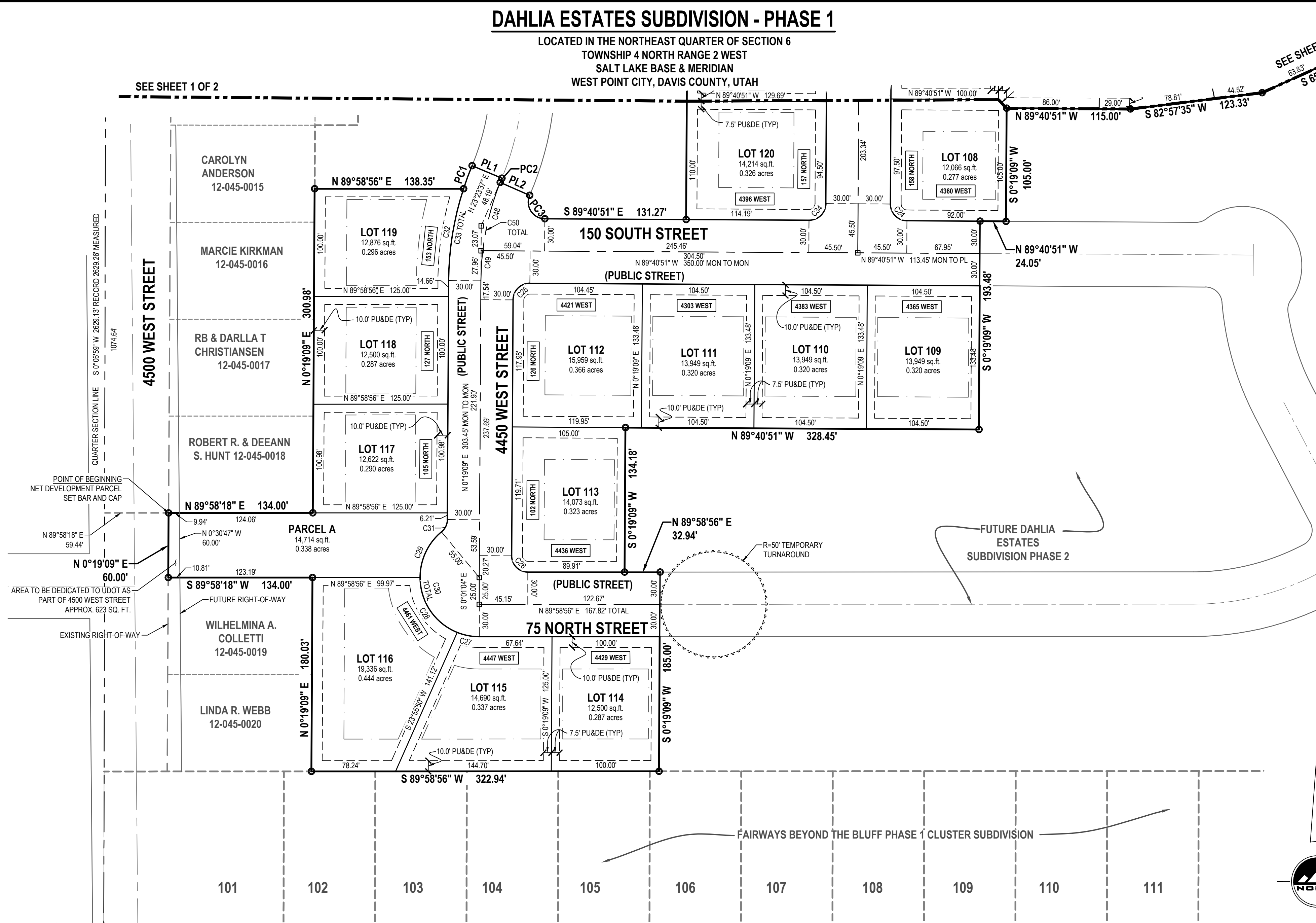
CITY COUNCIL APPROVAL

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

CITY RECORDER CITY MAYOR

DAHLIA ESTATES SUBDIVISION - PHASE 1

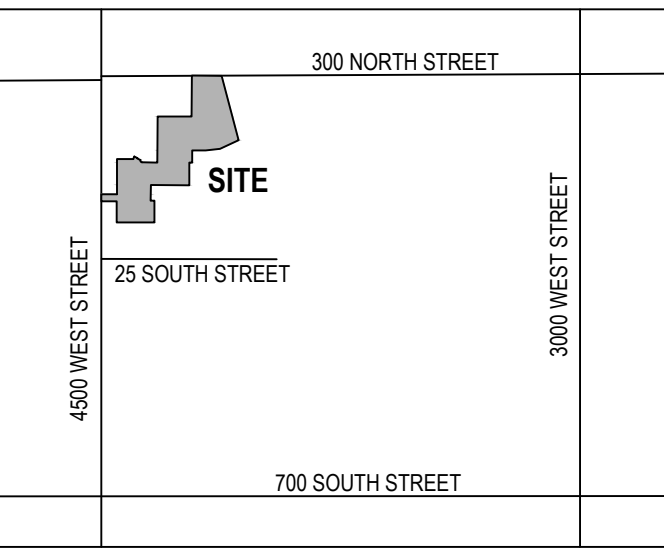
LOCATED IN THE NORTHEAST QUARTER OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH



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'



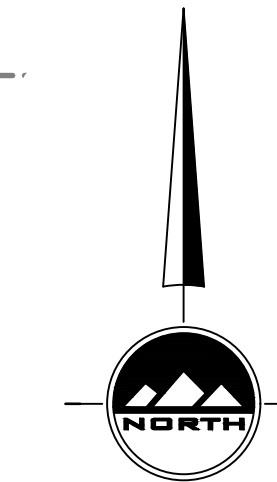
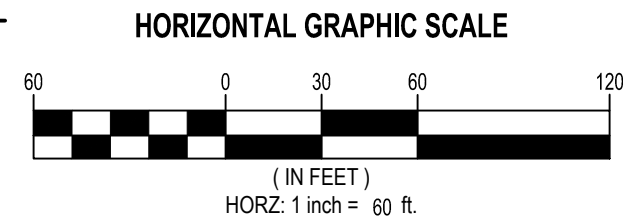
VICINITY MAP
NO SCALE
WEST POINT, DAVIS COUNTY, UTAH

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.

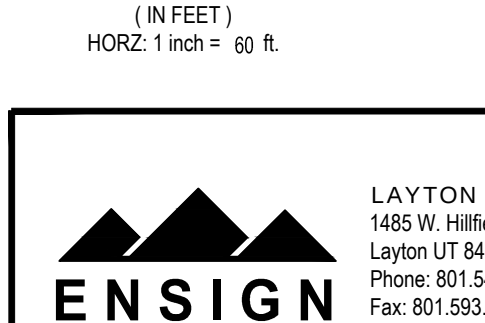
- GENERAL NOTES:
- PROPERTY IS ZONED R-1.
 - FRONT YARD SETBACK IS 30'
 - REAR YARD SETBACK IS 30'
 - SIDE YARD SETBACK IS 10'
 - CORNER LOT SIDE YARD SETBACK IS 20'
 - ARTERIAL STREET MINIMUM SIDE YARD IS 30'
 - ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10' FRONT, 7.5' SIDE AND 10' REAR 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.
 - 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.

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



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

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 : L284
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

DAHIA ESTATES SUBDIVISION - PHASE 2

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

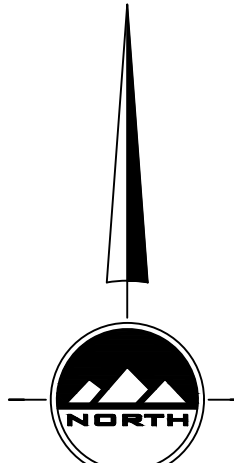
NORTH QUARTER CORNER
SECTION 6
T4N, R2W
SLB&M
(FOUND)
BM ELEV=4236.90

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

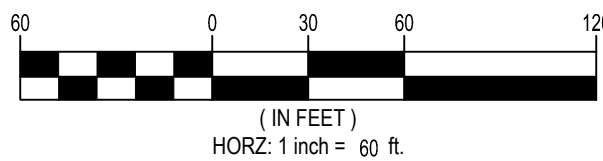
BASIS OF BEARINGS S 89°43'00" E 2643.99' RECORD 2643.94' MEASURED

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



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

SURVEY RECORDING DATA

DATE: _____
DRAWING No. _____

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 2, 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 Fairways Beyond the Bluff Phase 1 Cluster Subdivision, point also being the Southeast corner of Lot 114 Dahlia Estates Phase 1 said point being South 0°08'59" West 1314.63 feet and North 89°58'56" East 515.53 feet from the North Quarter Corner of said Section 6 and running thence along the easterly and southerly lines Dahlia Estates Phase 1 the following 10 calls:

- 1) North 0°19'09" East 185.00 feet to the North right-of-way of 75 North Street;
 - 2) thence South 89°58'56" West 32.94 feet along said North right-of-way to the Southeast Corner of Lot 133;
 - 3) thence North 0°19'09" East 134.18 feet;
 - 4) thence South 89°40'51" East 328.45 feet to the Southeast corner of Lot 109;
 - 5) thence North 0°19'09" East 153.48 feet to the North right-of-way of 150 South Street;
 - 6) thence South 89°40'51" East 24.05 feet to the Southeast Corner of Lot 108;
 - 7) thence North 0°19'09" East 105.00 feet to the northeasterly corner of Lot 108;
 - 8) thence South 89°40'51" East 115.00 feet;
 - 9) thence North 82°57'35" East 123.33 feet;
 - 10) thence North 65°42'19" East 175.42 feet to the Southeast Corner of Parcel B;
- thence South 14°50'46" East 726.30 feet;
- thence South 89°58'56" West 906.38 feet to the Point of Beginning.

Contains: 430,527 square feet, 9.883 acres, 23 lots and 1 parcel.

Trent R. Williams
License No. 8034679

Date _____

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 2

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____

By: _____

By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

J.S.S.
By: _____

On the _____ day of _____ A.D., 20____, I, _____, 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 _____ of _____ a Limited Liability Company and that He/She 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.

_____, NOTARY PUBLIC

DAHIA ESTATES SUBDIVISION - PHASE 2

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

DAVIS COUNTY RECORDER

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DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER



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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

RESOLUTION NO. 08-04-2020B

**A RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN WEST
POINT CITY AND CAPITAL REEF MANAGEMENT LLC FOR THE DONATION OF THE
RIGHT-OF-WAY FOR THE FUTURE COLD SPRINGS ROAD**

WHEREAS, CAPITAL REEF MANAGEMENT LLC, is an authorized agent of the owner of real property identified as Davis County parcel IDs 120430107 and 120430110; and

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

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

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

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

1. The Donation 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 4th day of August, 2020.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

LAND DONATION AGREEMENT

Recipient: West Point City, a municipal corporation of the State of Utah
3200 West 300 North
West Point, Utah 84015

Donor: Capital Reef Management, LLC
498 North Kays Drive, Suite 230
Kaysville, UT 84037

The parcel of real property that is the subject of this Agreement is situated in West Point City, Davis County, State of Utah and is located near 4350 West 300 North, in West Point City, Utah, and more particularly described on the attached Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, West Point City (hereinafter referred to as "CITY") proposes to Capital Reef Management, LLC; and

WHEREAS, Capital Reef Management, LLC (hereinafter referred to as "DONOR"), owns or controls property that will be directly affected by the construction and installation of attendant improvements of a roadway; and

WHEREAS, DONOR desires to donate certain property to CITY for use by the CITY as a right-of-way for curb, gutter, sidewalk, roadway and utilities; and

WHEREAS, DONOR agrees to donate approximately 45,322 square feet of DONOR=s property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

1. **Valuation of Donation:** The value of this donation shall be established by the DONOR.
2. **Deed:** A Quit Claim Deed shall be made out to the CITY with title vested as follows:

WEST POINT CITY CORPORATION, a municipal corporation of the State of Utah

Title shall be subject to current taxes and restrictions, reservation, easements, rights of way, covenants, conditions, restrictions, liens, and encumbrances of record or apparent on the property.

3. **Title Approval:** CITY agrees to acquire, at CITY's option, an owner's standard title policy to CITY for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in DONOR. CITY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. CITY

shall pay for the title insurance policy.

4. **Closing Date:** This transaction shall close and the deed or contract be delivered on or before _____, 2020 and possession shall be on or before _____, 2020.

5. **Approval:** This donation requires acceptance by the West Point City Council by Resolution. All documents are to have the approval of the City Attorney.

6. **Prorations:** Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.

7. **Expenses:** Closing expenses shall be paid by CITY.

8. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, DONOR shall retain title and recover any actual damage done to the real property. The acceptance thereof by DONOR under this clause shall abdicate and obviate the right of DONOR to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

9. **Special Provisions:** The CITY agrees to: a) improve the above property with curb, gutter, sidewalk, street lights, subsurface city utilities and asphalt roadways at the CITY=s expense; and b) refrain from assessing, directly or indirectly, DONOR for any of the improvements within the right of way that the CITY installs as a part of this road's construction (specifically, curb, gutter, sidewalk, roadway, street lights and subsurface utilities); and c) install requested stubbed lines and laterals serving DONOR's property if DONOR provides the locations thereof in a timely manner. The determination of timely hereunder is at the CITY's sole discretion, and the CITY will give DONOR a minimum of a two week notice before terminating this option. If DONOR does not provide its preferred locations for these lines, the CITY will install them pursuant to an existing concept plan. (Exhibit B). If DONOR is later required to cut into the road to connect to utilities, the CITY agrees to charge the standard fee permit and waive any penalty associated with the age of the asphalt roadway. However, DONOR would be required to repair any such cut in a manner consistent with the City's practices. Finally, the CITY agrees that the donated parcel that is the subject of this Agreement will not later be used as part of any calculation to determine impact fees to be assessed as part of the development of the remaining property owned by by Donor or its assignee.

10. **Representations:** CITY declares that the property has been personally inspected and the same is being purchased "as is" upon personal examination and judgment and not through any representation made by DONOR or DONOR's agent, as to its location, value, future value or zoning.

11. **Attorney's Fees:** If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

[This space intentionally left blank]

12. **Entire Agreement:** The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this _____ day of _____, 2020.

WEST POINT CITY

ERIK CRAYTHORNE, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

DONOR
Capital Reef Management, LLC.

By: _____

Title: _____

Date: _____

STATE OF _____
:SS

COUNTY OF _____

On this _____ day of _____, 2020, personally appeared before me _____
_____ who being by me duly sworn did say that he/she is the _____
of Capital Reef Management, LLC, a Limited Liability Company, and that the foregoing Land
Donation Agreement was signed in behalf of said company by authority, and he/she acknowledged
to me that said company executed the same.

NOTARY PUBLIC

DRAFT

EXHIBIT "A"

A parcel of land, situate in the Northeast Quarter of Section 6, Township 4 North, Range 2 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 southerly right-of-way of 300 North Street, said point being South 89°43'00" East 1087.18 feet and South 00°17'00" West 55.00 feet from the North Quarter Corner of said Section 6 and running thence:

South 14°50'46" East 772.80 feet;

thence Northwesterly 639.01 feet along the arc of a 4476.42 feet-foot radius non-tangent curve to the right (center bears North 63°09'18" East and the long chord bears North 22°45'20" West 638.47 feet with a central angle of 08°10'44");

thence Northerly 145.99 feet along the arc of a 469.50 feet radius curve to the right (center bears North 71°20'02" East and the long chord bears North 09°45'28" West 145.41 feet with a central angle of 17°48'59");

thence Northeasterly 23.86 feet along the arc of a 15.00 feet radius curve to the right (center bears North 89°09'01" East and the long chord bears North 44°43'01" East 21.42 feet with a central angle of 91°07'59") thence South 89°43'00" East 58.52 feet; to the point of beginning. Contains: 45,322 square feet or 1.040 acres.

EXHIBIT "B"

DRAFT

City Council Staff Report

Subject: Harvest Fields Subdivision Phases 1-4
Author: Boyd Davis
Department: Community Development
Date: August 4, 2020



Background

The proposed Harvest Fields Subdivision is located at approximately 1050 S 4500 W. The property was recently rezoned to the R-1 & R-2 zones with a PRUD overlay. It is owned by Capital Reef Management (Ovation Homes). The final plans for phases 1-4 have been prepared and will be reviewed by the Planning Commission soon. The City Council gave approval to develop all phases simultaneously.

Analysis

The first phase of the subdivision contains 12.3 acres and 30 lots ranging in size from 10,000 sqft to 15,099 sqft. All lots meet the minimum size for the R-1-PRUD zone and the density is within the limits of the code.

The second phase of the subdivision contains 11.3 acres and 29 lots ranging in size from 10,020 sqft to 15,542 sqft. All lots meet the minimum size for the R-1-PRUD zone and the density is within the limits of the code.

The third phase of the subdivision is named Aspire at Harvest Fields and contains 6.9 acres and 20 lots ranging in size from 8,400 sqft to 10,142 sqft. All lots meet the minimum size for the R-1-PRUD or the R-2-PRUD zone and the density is within the limits of the code.

The fourth phase of the subdivision is named Cottages at Harvest Fields and contains 6.8 acres and 20 lots ranging in size from 8,400 sqft to 14,657 sqft. All lots meet the minimum size for the R-1-PRUD or the R-2-PRUD zone and the density is within the limits of the code.

Staff has reviewed the plans and have given comments to the developer. The main items that need to be addressed are:

- Approval from UDOT
- Approval from Hooper Water Improvement District
- Approval Davis & Weber Counties Canal Co.
- Approval from Syracuse City
- Addressing the new State LID requirements

The subdivision will have three access points, one at 920 S, one at 1050 S and the other at 1200 S. They plan to install the turns lanes that will be required by UDOT on 4500 W that will provide good access and prevent congestion on 4500 W.

The drainage will go to an existing storm drain pipe on 1200 South that is owned by Syracuse City. We have an interlocal agreement with Syracuse for the use of the storm drain and sewer on 1200 S.

Recommendation

No action required, this is for discussion only.

Significant Impacts

None

Attachments

Plat – Phases 1-4

NORTH QUARTER CORNER
SECTION 7
T4N, R2W
SLB&M
(FOUND)

BASIS OF BEARINGS
S 0°14'47" W 2531.52'
RECORD 2631.39' MEASURED

SUSAN L.
ELBRADER
TRUSTEE

LARAE D. SEIFERT
TRUSTEE

PARCEL C
6,177 sq. ft.
0.142 acres

R=50' TEMPORARY TURNAROUND

MANNING PROPERTIES LLC
12-046-0056

LYNN G & DIANE L MANNING
12-046-0057

CENTER
SECTION 7
T4N, R2W
SLB&M
(FOUND)

920 SOUTH STREET
(PUBLIC STREET)

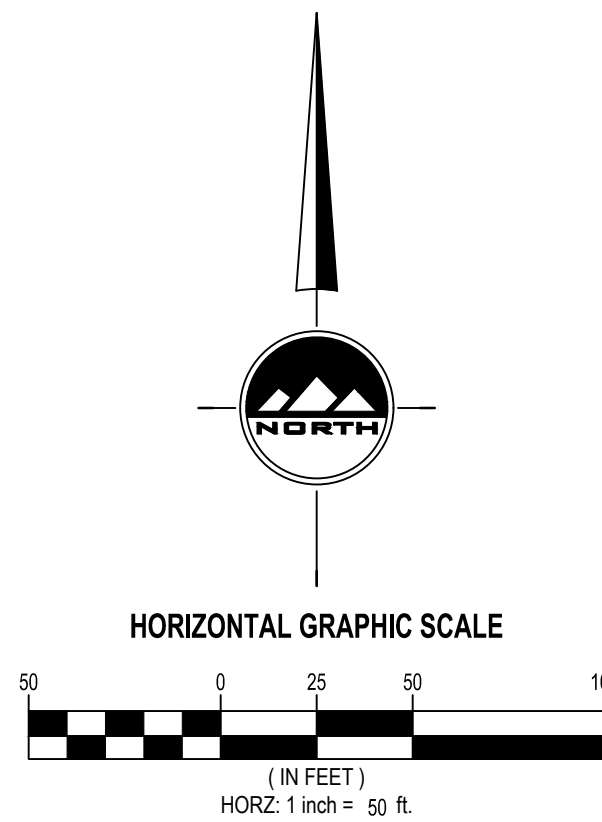
4475 WEST STREET
(PUBLIC STREET)

1000 SOUTH STREET
(PUBLIC STREET)

4500 WEST STREET
(PUBLIC STREET)

1050 SOUTH STREET
(PUBLIC STREET)

4350 WEST STREET
(PUBLIC STREET)



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SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2883

WWW.ENSIGNENG.COM

HARVEST FIELDS PRUD - PHASE 1

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 7
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

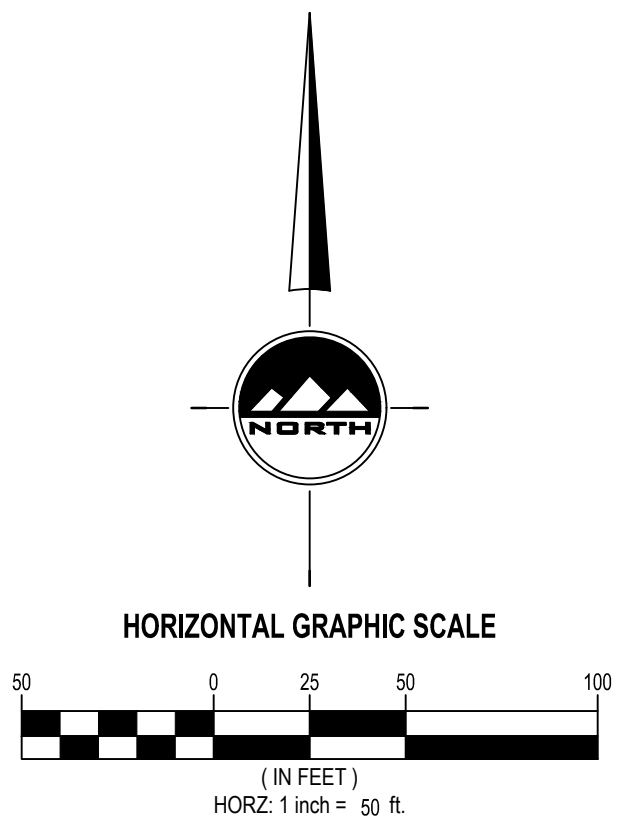
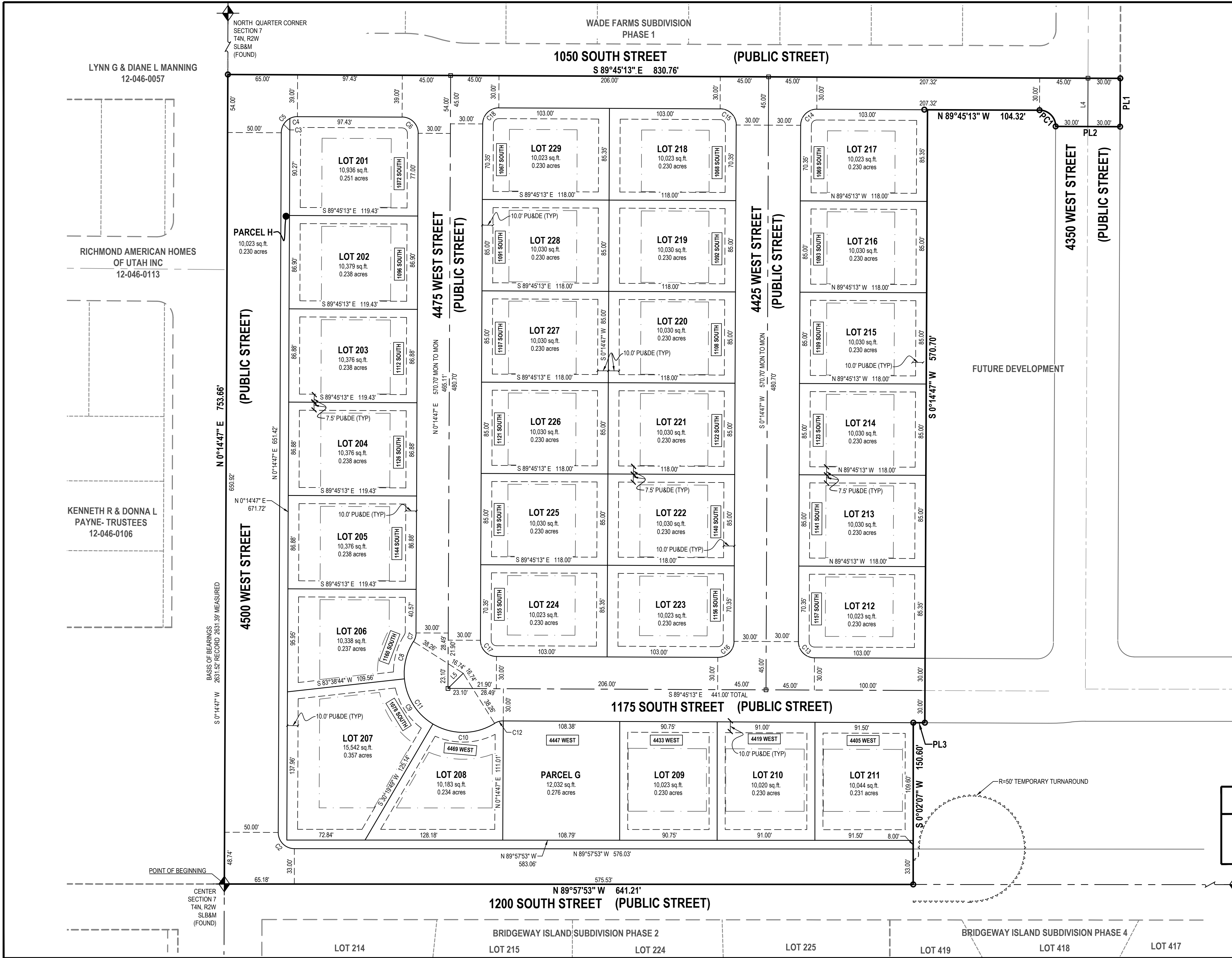
ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS

SHEET 2 OF 2

PROJECT NUMBER : 9116
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 7/16/20

DAVIS COUNTY RECORDER
BY _____
DEPUTY RECORDER

EAST QUARTER
CORNER
SECTION 7
T4N, R2W
SLB&M
(FOUND)





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Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1463
RICHFIELD
Phone: 435.896.2883

HARVEST FIELDS SUBDIVISION - PHASE 2

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 7
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 _____

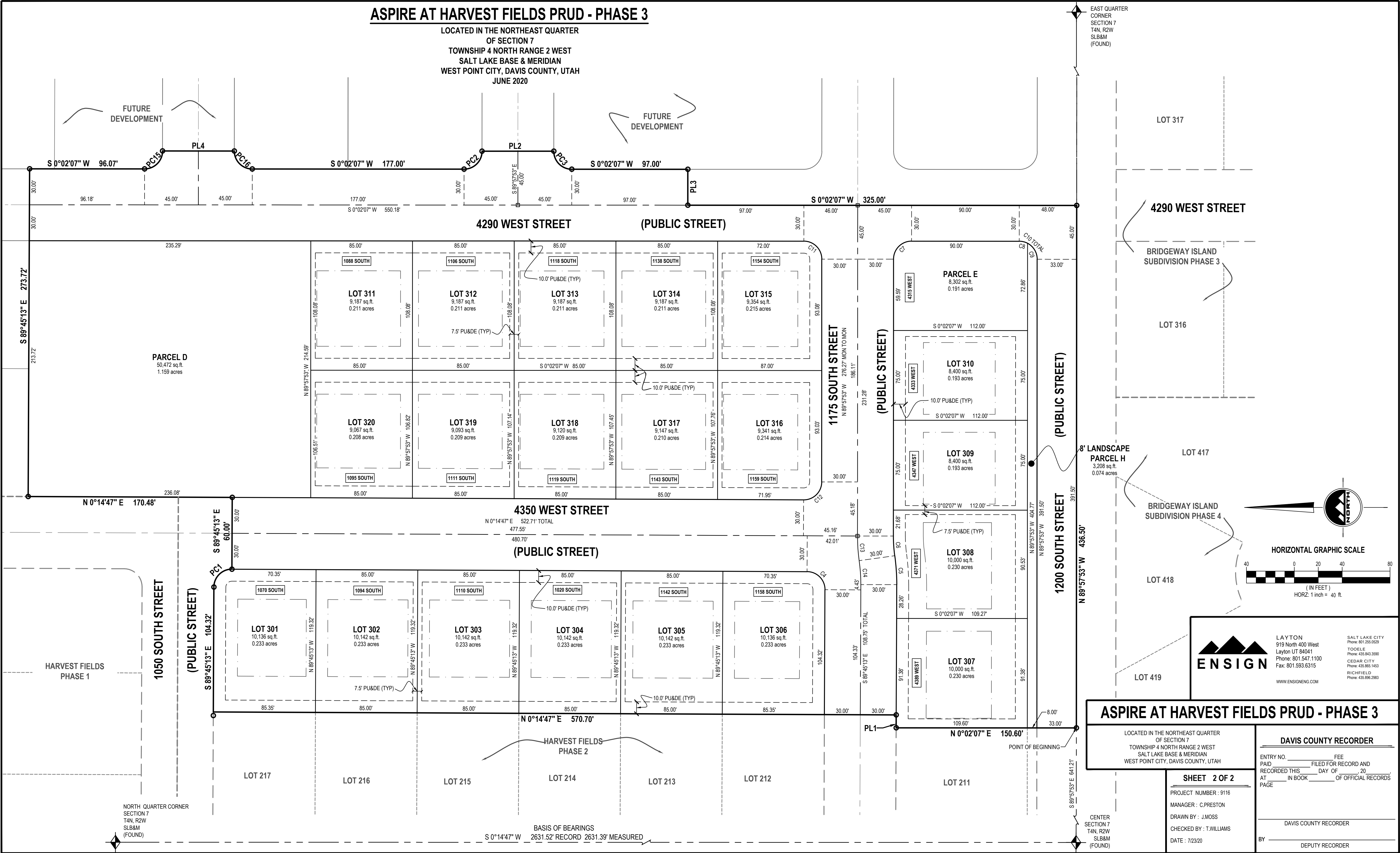
DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER

SHEET 2 OF 2

PROJECT NUMBER : 9116
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 7/16/20

ASPIRE AT HARVEST FIELDS PRUD - PHASE 3

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 7
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
JUNE 2020



LOCATED IN THE NORTHEAST QUARTER
OF SECTION 7
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
JUNE 2020

FUTURE DEVELOPMENT

BASIS OF BEARINGS S 0°14'47" W 2631.52' RECORD 2631.39' MEASURED

(PUBLIC STREET)

4290 WEST STREET

POINT C
1077.71'

CENTER
SECTION 7
T4N, R2W
SLB&M
(FOUND)

LOT 316

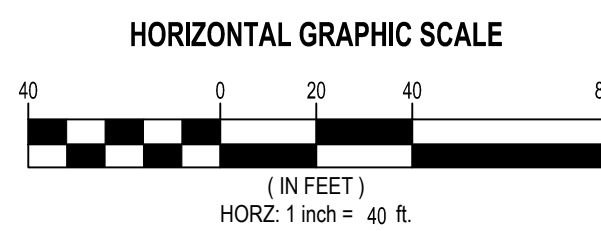
LOT 317

LOT 320

LOT 321

BRIDGEWAY ISLAND SUBDIVISION PHASE 3

BRIDGEWAY ISLAND SUBDIVISION PHASE 6



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CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

**THE COTTAGES AT HARVEST
FIELDS PRUD - PHASE 4**

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 7
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

City Council Staff Report

Subject: Bluff View Development Agreement
Author: Boyd Davis
Department: Community Development
Date: August 4, 2020



Background

The Bluff View Subdivision is a joint project between 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.

It is also important to review the history on this development to show the improvements from prior plans. The developer has made several changes at the request of the Staff.

Originally the plan showed 92 townhouse units with a density of 11.5 units per acre (calculated for the townhouse portion only, not the overall subdivision). They have since removed 6 units, lowered the density, and increased the open space. In addition, the developer agreed to increase the width of the road on 240 N and 210 N to a standard 50' road. The original plan showed a narrow 27' lane. The developer also removed two townhouse units along 300 North that were too close to the road. Staff is grateful to the developer for making the changes as requested.

It is also important to keep in mind that they are allowed to "share" the density from the patio homes with the town homes as long as the project is submitted under a single application. This is according to a legal opinion we received from the City's land use attorney.

Analysis

The attached preliminary plan shows the location of the patio homes and the townhouses. 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 legal counsel, it was determined that this must be allowed since the two properties have been combined into one project and the developers have submitted application as one entity.

The 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. 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 frequently 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. Staff

believes this option is better than the east option provided by the Developers and seen in the attached plans. This is a much shorter emergency access and would be a safer means of travel for residents in this development should the access be needed. While a full width road for a second access would be preferable, the City Code appears to allow for this kind of access. The Code states:

The city shall not approve more than 30 lots in a development or single phase without requiring the construction of a second access road that connects to an existing public street. [WPCC 16.05.090(D)]

The Code only requires an “access road that connects to an existing public street” so we defer to the Fire District to approve the access road to meet standards for their equipment.

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.

In order to obtain the 50’ looped road in the townhouse portion of the project, Staff recommends that Council allow the Developer to adjust the setback enough to allow for the road to be widened to 50’. This will require sideyard setbacks along 3650 W and 3610 W to be shorter than the Code normally allows and may require front or back setbacks to be slightly shorter for the townhomes fronting 3610 W between 240 N and 210 N.

Below is a summary of the provisions if the Council chooses to enter into an agreement. A draft version of the agreement is attached to this report, which has been reviewed by the City’s attorney.

City’s Obligations	Developer’s Obligations
Grant Access Through Cemetery	Develop according to the approved plan
Grant a Utility Easement Through Cemetery	Provide a 50’ wide Loop Road in the Townhouses
Grant Access to the Sewer Easement	Provide curb & gutter at the access road
Adjust setbacks on loop road	Plant trees along access road

Recommendation

Staff recommends approval of Resolution 08-04-2020A

Significant Impacts

None

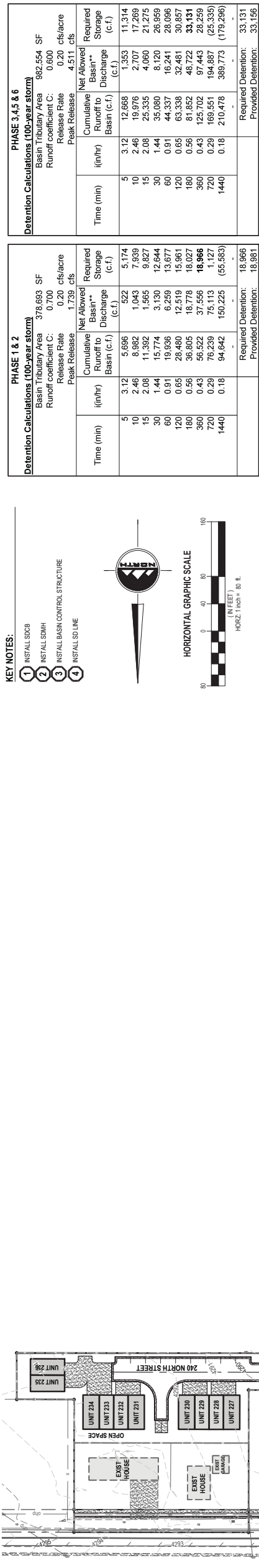
Attachments

Preliminary Plan
Development Agreement



CALL BULLETS
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
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 SDCS
- 2 INSTALL SDMH
- 3 INSTALL BASH CONTROL STRUCTURE
- 4 INSTALL SD LINE



HORIZONTAL GRAPHIC SCALE
(IN FEET)
0 40 80 160

PHASE 1 & 2									
Detention Calculations (100-year storm)									
Basin Tributary Area		378.693		SF		982,554		SF	
Runoff coefficient C:		0.700		cfs/acre		0.20		cfs/acre	
Peak Release		1,739		cfs		4,511		cfs	
Time (min)		5		i(in/hr)		Cumulative Runoff to Basin (c.f.)		Net Allowed Basin** Discharge (c.f.)	
10		2.46		5.696		522		5,174	
15		2.08		8.982		1,043		7,539	
30		1.44		11.392		1,565		9,827	
60		0.91		15.774		3,130		12,644	
120		0.65		19.936		6,259		13,677	
180		0.56		28.480		12,519		15,961	
360		0.43		36.805		18,778		18,027	
720		0.29		56.522		75,113		1,127	
1440		0.18		94.642		150,225		18,966	
								Required Detention:	
								Provided Detention:	
								33.131	
								33.156	

PHASE 3, 4, 5 & 6									
Detention Calculations (100-year storm)									
Basin Tributary Area		982,554		SF		0.000		cfs/acre	
Runoff coefficient C:		0.20		cfs/acre		4,511		cfs	
Peak Release		1,739		cfs		4,511		cfs	
Time (min)		5		i(in/hr)		Cumulative Runoff to Basin (c.f.)		Net Allowed Basin** Discharge (c.f.)	
10		2.46		3.12		12,668		1,353	
15		2.08		2.46		19,976		2,707	
30		1.44		2.08		25,335		4,060	
60		0.91		1.44		35,080		8,120	
120		0.65		0.91		44,337		16,241	
180		0.56		0.85		63,338		32,481	
360		0.43		0.56		81,852		48,722	
720		0.29		0.43		125,702		97,443	
1440		0.18		0.29		169,551		194,887	
								Required Detention:	
								Provided Detention:	
								33.131	
								33.156	

FOR: NHBG, LLC
P.O. BOX 2800
SALT LAKE CITY, UT 84141
CONTACT: BRYAN BAILES
PHONE: 801-434-4129

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



NO.	DATE	REVISION	FOR
1			
2			
3			
4			
5			
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PRELIMINARY
GRADING PLAN

PROJECT NUMBER: 79418
PRINT DATE: 7/27/20
DRAWN BY: MEINER
CHECKED BY: CRESTON
PROJECT MANAGER: CRESTON



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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

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OUR: HM8, LLC
P.O. BOX 2000
SLAYTON, UTAH 84041

CONTACT: RYAN BAYLES
PHONE: 801-634-4444

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



NO.	DATE	REVISION FOR REVIEW	BY
1			
2			
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8			

PRELIMINARY UTILITY PLAN

PROJECT NUMBER	PRINT DATE
99418	7/27/20
DRAWN BY	CHECKED BY
M.ELMER	C.PRESTON
PROJECT MANAGER	
C. PRESTON	

3 OF 5

LEGEND

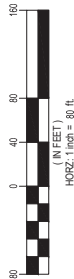
KEY NOTES:

1. NORTH DAVIS FIRE DISTRICT APPROVAL WILL BE REQUIRED.
2. DAVIS AND WEBER COUNTIES CANAL COMPANY APPROVAL WILL BE REQUIRED.
3. NORTH DAVIS SEWER DISTRICT APPROVAL WILL BE REQUIRED.
4. DAVIS COUNTY APPROVAL WILL BE REQUIRED.

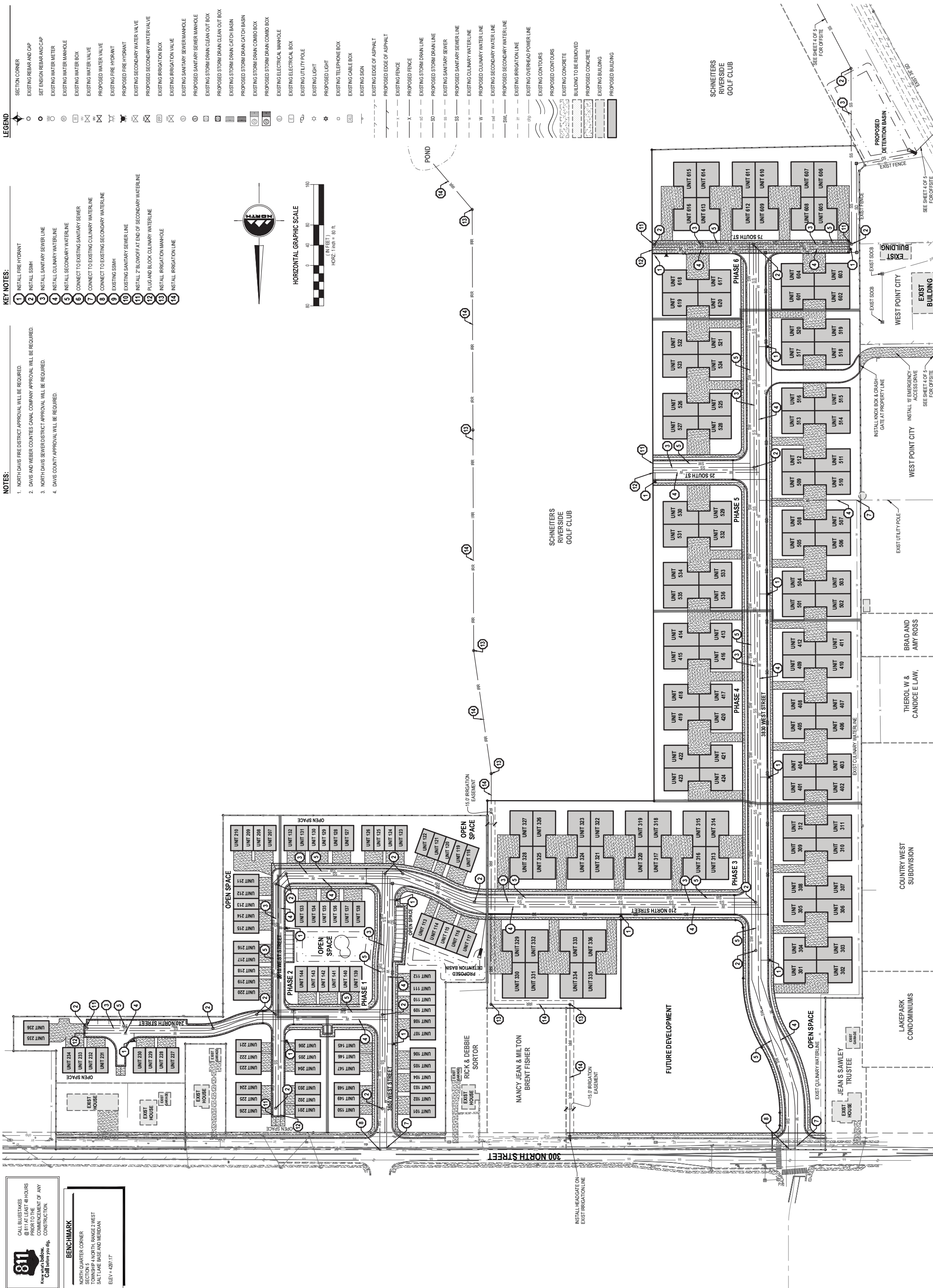
1. NORTH DAVIS FIRE DISTRICT APPROVAL WILL BE REQUIRED.
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| SECTION CORNER | SETTING REBAR AND CAP | SET DESIGN REBAR AND CAP | EXISTING WATER METER | EXISTING WATER MANHOLE | EXISTING WATER BOX | EXISTING WATER VALVE | PROPOSED WATER VALVE | EXISTING FIRE HYDRANT | PROPOSED FIRE HYDRANT | EXISTING SECONDARY WATER | PROPOSED SECONDARY WATER | EXISTING IRRIGATION BOX | EXISTING IRRIGATION VALVE | EXISTING SANITARY SEWER | PROPOSED SANITARY SEWER | EXISTING STORM DRAIN CLEAN | PROPOSED STORM DRAIN CLEAN | EXISTING STORM DRAIN CATCHER | PROPOSED STORM DRAIN CATCHER | EXISTING STORM DRAIN CATCHER | PROPOSED STORM DRAIN CATCHER | 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 | EXISTING CULINARY WATER | PROPOSED CULINARY WATER | EXISTING SECONDARY WATER | PROPOSED SECONDARY WATER | EXISTING IRRIGATION LINE | EXISTING OVERHEAD POWER | EXISTING CONTOURS | PROPOSED CONTOURS | EXISTING CONCRETE | BUILDINGS TO BE REMOVED | PROPOSED CONCRETE | EXISTING BUILDING | PROPOSED BUILDING | |

HORIZONTAL GRAPHIC SCALE



3830 WEST 300 NORTH
WEST POINT, 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 QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4297.17'

811

Know what's below.
Call before you dig.

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

ARK

LEGEND

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FOR

PRELIMINARY PLAT - NOT TO BE RECORDED

DATE	REVISION	BY
	FOR REVIEW	

**PRELIMINARY
OFFSITE PLAN**

PROJECT NUMBER
1118

PRINT DATE
7/27/20

DESIGNED BY
ELMER

CHECKED BY
C. PRESTON

PROJECT MANAGER
PRESTON

4 OF 5



KEY NOTES:

HORIZONTAL GRAPHIC SCALE





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TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

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FOR
N4486, LLC
P.O. BOX 2000
LUTHERVILLE, UT 84041
BRYAN BAILES
CORPORATE
PHONE: 801.434.2129

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

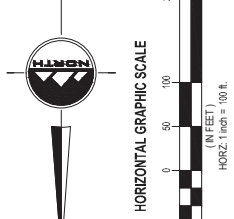
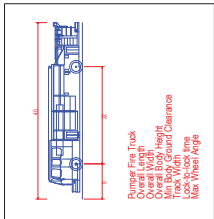


NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
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6			

**PRELIMINARY
EMERGENCY ACCESS
PLAN**

PROJECT NUMBER	79416	PROJECT DATE	7/27/20
DRAWN BY	MEJNER	CHECKED BY	CRESTON
PROJECT MANAGER	CRESTON		

5 OF 5



RESOLUTION NO. 08-04-2020A

**A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT BETWEEN WEST
POINT CITY AND NHM8 LLC FOR THE DEVELOPMENT
OF PROPERTY LOCATED AT 3650 WEST 300 NORTH**

WHEREAS, NHM8 LLC, is an authorized agent of the owner of real property identified as Davis County parcel IDs 120370101; 120370074; 120370102; 120370095; and 120370082; and

WHEREAS, West Point City desires to enter into a developer's agreement with NHM8 LLC;
and

WHEREAS, West Point City and NHM8 LLC, have jointly prepared the written agreement,
attached hereto; and

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

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

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

PASSED AND ADOPTED this 4th day of August, 2020.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND NHM8, LLC
(3650 WEST 300 NORTH)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “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 NHM8, LLC. (hereinafter referred to as “Developer”). City and Developer are collectively referred to as the “Parties” and separately as “Party”.

RECITALS

A. The Developer owns property located at approximately 3650 W 300 N and have submitted to the City an application and a preliminary plan for a subdivision to be known as the Bluff View Subdivision.

B. The Bluff View Subdivision covers approximately 31 acres as more fully described by “Exhibit A” attached hereto (hereinafter “Exhibit A”).

C. The Owner has presented a proposal for development of the Bluff View Subdivision to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “Exhibit B” attached hereto (hereinafter “Exhibit B”).

D. Developer is proposing an emergency access through the West Point City Cemetery to comply with the Fire Code requirements and the City’s requirement to have no more than 30 lots on a single access point.

E. The City has considered the overall benefits and improvements of said access point through the cemetery and believes that entering into this Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

F. The Parties therefor desire to enter into this Agreement to provide for the emergency access road and such other considerations as set forth herein.

NOW, THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

ARTICLE I

A. Incorporation of Recitals and Exhibits.

The foregoing Recitals and Exhibits referenced are incorporated into this Agreement.

B. Definitions.

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

1.1 “Developer’s Property” shall mean that property as depicted on “Exhibit A”.

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

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

1.4 “Developer” shall mean NHM8, LLC, PO Box 2000, Layton, UT 84041. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Developer so that the completing Developer may proceed with their project on their respective parcel.

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

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

1.7 “Exhibit B” shall mean the map depicting the ownership, property lines and the preliminary plan for the subdivision.

ARTICLE II CONDITIONS PRECEDENT

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

2.1.1 31.25 acres of R-4 (Multi-Family Residential) zoning.

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

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

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the preliminary plan as depicted on Exhibit B, including an

emergency access road through the cemetery, with an effective date no sooner than the effective date and adoption of this Agreement by the City Council. Any approval of said preliminary plan and emergency access road shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall grant an emergency access road through the City Cemetery.

3.3 The City shall grant a utility easement under and along said emergency access road to be used for the installation of utilities necessary for the subdivision.

3.4 The City shall allow the Developer to install a sanity sewer line in an easement owned by the City located at approximately 200 S 4000 W. Said easement runs along the bank of the Davis County Drainage Channel.

3.5 The City shall allow the Developer to adjust the setbacks for the townhomes on 3610 West between 240 North and 210 North to allow for a 50' private road that meets City Standards.

ARTICLE IV DEVELOPER'S UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regards to the approval of a preliminary plan for the Bluff View Subdivision, and provided Developer has not terminated this Agreement pursuant to Section 7.8, Developer agrees to the following:

4.1 Emergency Access Road. Developer shall construct, or cause to be constructed, a 20 ft. wide emergency access road through the City Cemetery in the location shown on the plan in Exhibit B. Said road shall be a hard surface of asphalt built to standards set forth by the City. The road shall be a minimum of 20' wide with a crash gate installed between the subdivision and the cemetery. The gate shall be built to standards set forth by the North Davis Fire District. The road leading to or from the subdivision road to the emergency access road shall be built with curb and gutter radii to appear as an access road.

4.2 Trees. Developer shall remove existing trees along the path of the proposed emergency access road and shall plant new trees spaced similarly to the existing trees. Newly planted trees shall be a minimum of 2-inch caliper of a type selected by the City.

4.3 Private Road Width. Developer shall plan and construct the loop road in the townhouse portion of the subdivision as shown in Exhibit B. Said loop road is formed by the streets labeled as 240 North, 3650 West, 3610 West, and 210 North. Said loop road shall be planed and built to West Point City standards for a 50' private lane with 27' of asphalt and curb, gutter & sidewalk on both sides.

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

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, the City shall have access to the area depicted by Exhibit A so long as it complies with all safety rules Developer and its contractor may impose without charges or fees during the period of performance of Developer's Undertakings.

ARTICLE VI REMEDIES

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

may be necessary or desirable in its opinion to:

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

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

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

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Developer. In the event of a default by any assignee of the Developer, Developer may elect, in its discretion, to cure the default of such assignee, provided, however, that Developer’s cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Developer. This Agreement shall be binding upon Developer and its successors and assigns, and where the term “Developer” is used in this Agreement it shall mean and include the successors and assigns of Developer not currently approved by City. Before assigning any rights or obligations under this Agreement, the Developer will notify the City and request its consent. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developer in the Bluff View Subdivision.

7.2 Notices. All notices, demands and requests required or permitted to be given under

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

To Developer: NHM8 LLC
PO Box 2000
Layton, Utah 84041

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

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

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

7.3 Third Party Beneficiaries. The Parties do not intend this Agreement to create any third-party beneficiary rights. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

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

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

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

7.8.1 With regard to Developer’s Undertakings, performance of the Developer’s Undertakings as set forth herein.

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

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

7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer or others whose property is affected by the recording and the City.

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

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

WEST POINT CITY CORPORATION:

ERIK CRAYTHORNE, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

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

Manager of NHMI LLC

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

Notary Public

Residing in: _____

My Commission Expires: _____

EXHIBIT A

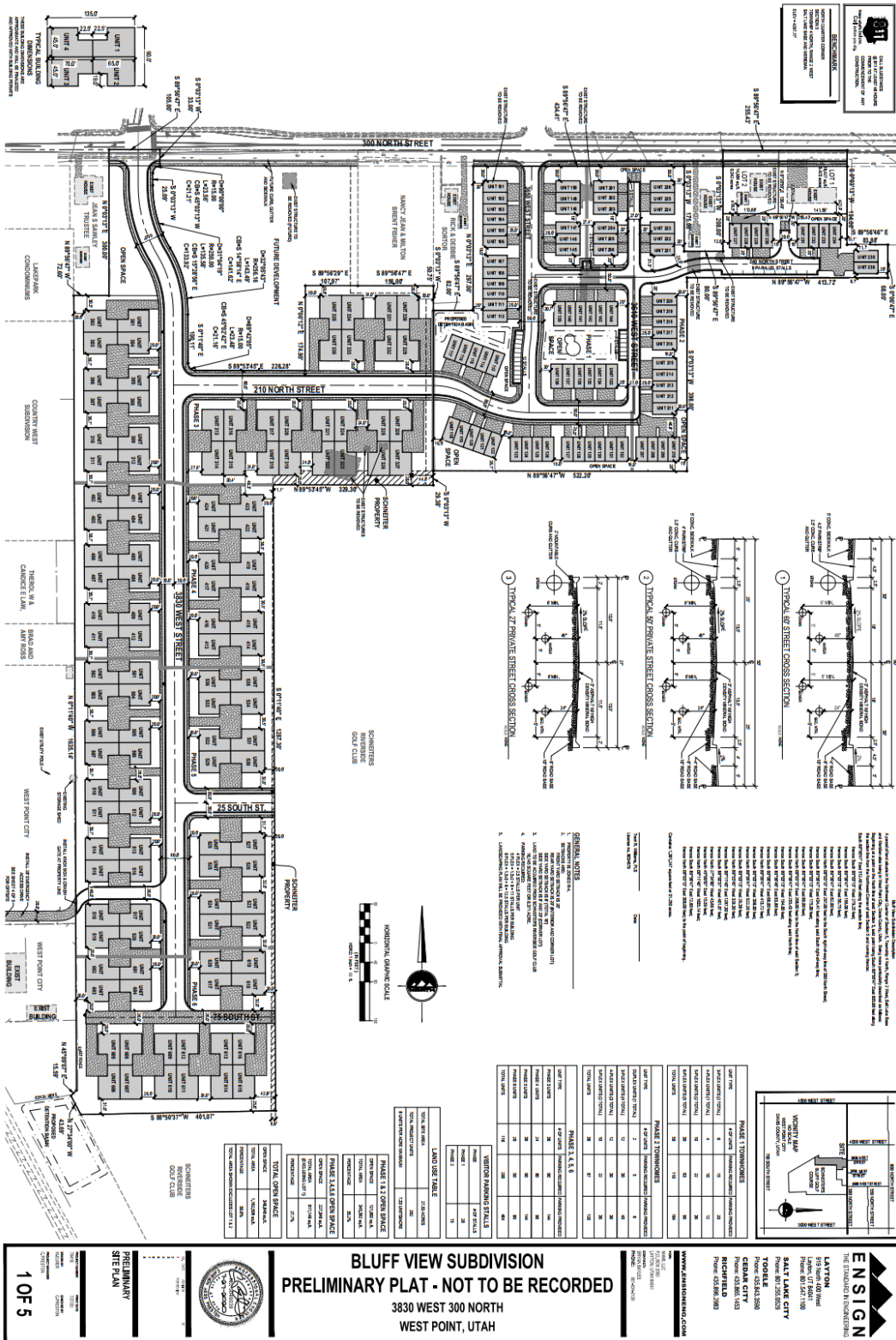
Legal Description:

A parcel of land situated 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°56'46" 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 North 89°56'47" West 522.20 feet;
thence South 00°03'13" West 29.38 feet;
thence North 89°53'45" West 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 acre.

EXHIBIT B





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 21, 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

6:00 PM

Minutes for the West Point City Council Administrative Session on July 21, 2020, beginning at approximately 6:00 PM. The meeting was held via electronic Zoom Meeting, accessible to attendees by entering Meeting ID #839 5480 6071 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; and Casey Arnold, City Recorder

EXCUSED: Paul Rochell, Public Works Director

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

1. Discussion Regarding the Bluff View Subdivision – Mr. Boyd Davis

Mr. Davis stated that the Bluff View Subdivision is the proposed name for the development of the Schneiters and Matthews Property. The properties were recently rezoned and are being jointly developed by NHM8, LLC. The development is just northwest of the Schneider's Bluff Golf Course and directly across the street from West Point Elementary. Mr. Davis stated that there is a unique issue with this property, in that it is very long and narrow to the south, causing an issue with creating the required number of access points. The proposed plan that has been submitted proposes an access road at the very south end of the Schneider property (the Nilson Homes portion of the project) going west through the cemetery. This 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. The access would be an emergency access only, with a width of only 20 ft. asphalt; as an emergency access, it is not required to be a full-width road. The developers would also install a locked, crash gate to block the access from traffic going in and out of the subdivision. There is currently a gravel, one-way road that does get used frequently during funerals and by the Public Works and Parks Departments as they maintain the cemetery and the developers would pave that road in order to have it as an access. Having this current road paved may be of some benefit to the City. In addition, the developers need to run utility lines through the cemetery access to provide culinary and secondary water services to their project. Lastly, the developers are also seeking approval to run their sewer line farther to the south in order to access North Davis Sewer District Line on 200 S. This would cross an easement that is owned by the City.

In summary, Mr. Davis stated that the developers have three different requests: approval to have an access at the south end of the cemetery, approval of a utility easement through the cemetery, and approval to access the sewer easement owned by the City to connect to the 200 S line. Mr. Davis stated that in return, the developers should have some obligations. He presented the following options for the Council to consider:

City's Obligations	Developer's Obligations
Grant Access Through Cemetery	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
---	--

Mr. Davis explained that the roads shown on the proposed plan going through the townhome section of the development are very narrow at only 27 ft. wide – 2 ft. of that would be the curb and gutter, resulting in only 25 ft. of asphalt. Staff feels strongly that the loop-road shown should be much wider and meet the private development road standard of 50 ft. Mr. Laws added that in regards to the cemetery access road, the proposed road looks similar to a driveway to a home. He would recommend that the access look more like a street so that it is clear that it is an actual way out of the subdivision in case of emergency. This is a suggestion that he has already relayed to the developer.

In response to Council Member Judd’s inquiry, Mr. Davis explained that the developers have already been given approval by the North Davis Fire District for the crash gate at the cemetery access, though there are still other requirements that must be met. The gate will have a sort of lock box that emergency responders will always have access to in order to unlock the gate. Mayor Craythorne added that although proposed as an emergency access, the road would not be available to residents because of the locked gate and would really only be accessible to them if emergency responders were already on-scene and unlocked the gate.

Council Member Petersen stated his concern about creating a residential access road here, whether for emergencies or not. He feels that the City has tried to make all roads regular, conforming streets and that developments have proper accesses, which this proposed road would not be. Further, although the existing road is only used for burials and maintenance, paving the road will become an access if the crash gate for some reason doesn’t get maintained or starts to be frequently unlocked. Further, he feels that 30 lots creates a lot of homes to have only one access, which is why the requirement for a second access exists. In his opinion, the right way for this to be considered a proper access would be a full-width road that is always accessible to residents, which is not something he thinks the City wants in this proposed location.

Mayor Craythorne stated that the other option, which is not preferred, is an access that would have to go north through the Golf Course. The proposed access would give the City the benefit of an improved cemetery road. Council Member Chatterton stated his concern that once the Public Works building is relocated, at some point the cemetery will be extended to the south and this paved road may become a problem. Additionally, allowing the road and utility lines to go through the area gives the developers their density, but leaves the City with a road it has to maintain.

Council Member Dawson expressed his concern that parking is going to be a huge issue – he feels that people are going to be parking on both sides of the roads and going through the development will be “a nightmare” because of the narrow road width. He feels that there is no way to avoid this without some type of communal parking to fit all of the residents’ vehicles. Mr. Laws stated that most of the homes in the Nilson Homes section are full roads; the roads in the townhome section will be narrower, but are all private roads. Council Member Petersen stated that he was under the impression that a full-width road would still be required because it is the only access to the townhomes. Mr. Laws stated that the City’s Code allows for a private road to be 50 ft., although Staff has recommended that the loop be extended and widened.

The Council ultimately expressed their desire that other access options be looked into and presented to the Council, even though they may not be the developer’s preferred option. Mr. Laws stated that the developers have not yet submitted a preliminary plat of the subdivision to the Planning Commission to begin the actual subdivision approval process, because only the Council can approve the discussed requests; it is being presented to the Council now so that the developers know how to proceed. The City has received legal counsel that a developer’s agreement be put in place outlining the obligations of both the City and the developers in granting any of these requests before moving forward with the approval process. The Council will continue to discuss this item in following meetings.

2. Discussion Regarding a Rezone Request for the Moss Property at 59 S 3000 W – Mr. Boyd Davis

Mr. Davis stated that this property has operated as an RV storage business for many years, and the Moss Family is now wanting to sell the land. The family is working with a potential buyer and are requesting to rezone the entire property to R-4 (residential) in order to develop the property as a townhouse project. The current General Plan designates this property as an R-3 zone, which would allow 3.6 units per acre. The R-4 zone would allow 8 units per acre. They plan to remove the existing home and would therefore be allowed up to 18 units if rezoned to the R-4.

Because the request does not match the General Plan, Staff recommends that the rezone request be denied. Mr. Davis noted that the Planning Commission will be holding a public hearing at their meeting later this week after which they will consider action. Their recommendation will then be sent to the City Council for consideration in final approval of the rezone request.

The Council was in agreement that they do not wish to deviate from the General Plan for this particular property, but would continue their discussion and consider approval of the rezone request after holding a public hearing at the next meeting on August 4th.

3. Discussion Regarding Setbacks for Detached Accessory Apartments – Mr. Boyd Davis

Mr. Davis stated that this item came from a request from Rich Wood that the Council review the setback standards for accessory apartments. Mr. Wood had built a detached accessory building as an apartment for his daughter, but was told by the City after it was built that it did not meet the setback requirements for it to be allowed as an accessory apartment. The Planning Commission considered the request and has made a recommendation for the Council to consider.

The current Code requires that a detached accessory apartment meet the same setbacks as the house. Mr. Davis explained that this means that in most areas, the apartment must have a rear setback of 30'. To achieve this standard, a resident 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 potential impacts to neighbors such as by windows on the building 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].

Council Member Chatterton was in favor of the Planning Commission's recommendation, feeling that the 10 ft. side and rear setbacks are adequate enough to eliminate potential impacts on neighbors.

Council Member Dawson expressed his concern about residents connecting their accessory buildings to their existing sewer lines, stating that the North Davis Sewer District is becoming increasingly concerned about this as well. The Council agreed that the current practice of allowing the sewer connections for these buildings without requiring an impact fee is something that the City needs to look into.

There was no further discussion regarding the Planning Commission's recommendation and a public hearing was set for the following meeting. The Council will consider final approval of the amendment to the Code after the public hearing.

4. Discussion Regarding a Rezone Request for the Matthews Property at 3635 W 300 N – Mr. Boyd Davis

Mr. Davis stated that 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 buyers of the property, Jake Shepherd and Mark Thayne, intend to include this property in the townhouse project they are currently working on. The applicant is requesting to rezone the property to R-4 (residential). There is an existing home on the property that they will remove if the rezone is approved, as this property will be the entrance to the project. This rezone request is consistent with the General Plan and Staff recommends approval.

Council Member Dawson inquired as to how many townhomes would be allowed on this acreage of property. Mr. Davis stated that it would allow 2.7 units, but noted that the property would be included in the density calculation of the entire project.

The Council set a public hearing for the following meeting regarding the rezone request, feeling comfortable moving forward with the approval process as the rezone is consistent with the General Plan. Consideration of final approval will be taken after the public hearing.

5. Discussion Regarding CARES Act Funding – Mr. Kyle Laws

Mr. Laws stated that, as discussed in the last meeting with the Council, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provides funding to local municipalities and counties for COVID-19 relief and response. The City is eligible to receive

\$955,087 over the course of three tranches, the first of which has already been received in the amount of \$318,362. 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, and as part of those discussions, the County has requested that each city consider contribute a portion of their funding to the County to assist with this program. Most cities agree that this program will be run best at the County level and many have agreed to participate. The County received \$10 million in their first tranche and are contributing half of that to the program. Clearfield and South Weber Cities have chosen not to participate, and there are still some other cities that have not made a final decision. Businesses that apply that are within participating cities will be given funding preference; in an email received from the County last week, we were informed that 4 applications were received from businesses in West Point. Mr. Laws asked the Council for direction on whether West Point City should participate in the program, and if so, at what amount.

As also discussed with the Council at the last meeting, the North Davis Fire District sent the cities served by the District a letter requesting that they share some of CARES funding that they received to help with their COVID-19 response costs. As a special district, the NDFD did not receive any CARES Act funds directly. Since that letter, the NDFD has specified the requested amount to be \$141,339.74 for personnel support. Mr. Laws stated that he, along with Clearfield's City Manager and the Mayor of Sunset City, met to discuss how best to handle the request. As the NDFD serves as the fire department for the three cities, they all felt that it would be appropriate to contribute the funds, and that the requested amount be split based on population. That breakdown would be as follows: Clearfield (66.5%) - \$94,009.62, West Point (22.4%) - \$31,622.16, and Sunset (11.1%) - \$15,707.97.

Mr. Laws explained that the City is not giving away all of the funding it has received, as there are needs in the City that it will be used for – one of those needs being upgrades to technology in the Council Chambers and City Hall to better handle electronic meetings. However, Staff feels comfortable that the current needs of the City will still be met with the funding after contributing 50% to the County's grant program and \$31,622.16 to the NDFD.

At this time, the Council agreed with the suggested contributions and will consider final approval at the next meeting. Any further discussion needed will be had at that time.

6. 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
July 21, 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 21, 2020 at approximately 7:00 PM. The meeting was held via electronic Zoom Meeting, accessible to attendees by entering Meeting ID #839 5480 6071 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, and Council Member Andy Dawson

EXCUSED: Council Member Jerry Chatterton

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

EXCUSED: Paul Rochell, Public Workers Director

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 Dawson
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 Board has requested that the cities served by the District be more involved with sewer projects that are happening within their areas. With that, the NDSD plans to begin the pre-construction walkthrough and meetings with engineers for the sewer lining project on 3000 W that Council Member Dawson was invited to, but is not able to attend. He would provide the details of the meetings to Staff to attend to represent the City.

Mayor Craythorne – On the south corner of 2525 W 800 N is about a 10 ft. gap between the sidewalk and the property owner's fence. It is filled with gravel, but overgrown with weeds, puncture stickers, etc. The adjoining property owners have asked if it would be possible to move their fence to line up against the sidewalk and take control of maintaining that 10 ft. gap of property, since it will not be part of the road widening of 800 N. The Mayor asked the Council and Staff if they could see any potential problems of looking into this request further; the City would not transfer actual ownership of the property, but rather the fence would just be moved so that they can maintain it. The Council was in favor of looking into the request further, feeling that if the gap is no longer going to be part of the widening of the road, it may be an option.

4. Communications from Staff

Mr. Laws reviewed the Davis County Health Department's COVID-19 Dashboard; the 7-day case average of positive cases seems to have begun leveling off, although still at high numbers. The Health Director especially indicated his concern that the positive case rates in the age group of 25-44 is rising significantly.

5. Citizen Comment

No comments received.

6. Consideration of Approval of the Minutes from the July 7, 2020 West Point City Council Meeting

Council Member Judd motioned to approve

Council Member Henderson seconded the motion

The Council unanimously agreed

7. Consideration of Final Approval of the West Lake Estates Subdivision Phase I – Mr. Boyd Davis

Mr. Davis stated that this subdivision is located at 1000 N 5000 W and is being developed by Psion Homes. This first phase of the subdivision contains 6.5 acres and 16 lots ranging in size from 13,102 sq. ft. to 17,354 sq. ft. All lots in this first phase will connect directly to the gravity sewer line on 5000 W and will not require a lift station. As the Council is aware, the storm drain plans for both this subdivision and the adjoining Sun View Estates Subdivision have been an issue as they call for all of the storm water to drain west across Lynn Kirkman's property. Both subdivisions are required to have a detention pond with a snout that filters the water before draining onto the Kirkman Property. However, Psion Homes is proposing that the detention pond be part of Phase 2 instead of Phase 1. The storm water from Phase 1 would flow into a temporary gravel sump, until they are ready to develop the west half of the property. The west part of the property will continue to be farmed until that point. Mr. Davis stated that these type of temporary gravel sumps have been allowed before, but the City Attorney recommends that it only be approved if a deadline is put in place for when the detention pond has to be installed, whether or not Phase 2 begins. His recommendation would be within 2 – 3 years. Staff recommends that if the Council is ok with allowing this temporary storm drain collection, the time requirement for the actual detention to be installed be specified in a developer's agreement with Psion Homes.

Council Member Petersen stated his opinion that 3 years seems like too long a time to not have the detention pond installed; he would think 1 year to a 1 ½ years would be more appropriate. John Nelson, with Psion Homes, was in attendance at the meeting and stated that 2 years would give him enough time to finish Phase 1 and begin Phase 2, but as mentioned, Allen Bennett is currently farming the west part of the land, and will continue to farm whatever property is not being developed as the project is built-out. In consulting with Thurgood Excavating, who will be installing the detention pond and doing the ground work for Phase 1, installing the detention pond now could cause issues with the farming by having to relocate irrigation lines and installing new lines that heavy farming equipment will be traveling over. Mr. Nelson stated his preference that 3 years be the timeline so that the farming can continue even after Phase 2 has begun. Council Member Petersen suggested that the developer's agreement specify a 2-year deadline with the option for 6-month extensions to a max of 3 years so that it at least gets addressed at 2 years. Mayor Craythorne agreed that this would be a reasonable option.

Mr. Laws suggested that the Council's motion to approve Phase I of the West Lakes Estates Subdivision be subject to execution of a simple developer's agreement specifying the 2-year deadline for the installation of the detention pond, with the option for 6-month extensions to a maximum of 3 years, that the Mayor is permitted to sign. This will avoid having to delay approval of the subdivision so that the development agreement can be brought back to the Council at a later meeting.

The Council had no further discussion

Council Member Petersen made the motion as stated by Mr. Laws

Council Member Judd seconded the motion

The Council unanimously agreed

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

****Mayor Craythorne disclosed that he is the applicant requesting approval of this subdivision and recused himself from the discussion for Items 8 & 9. Mayor Pro Tem Petersen presided over the meeting at this point****

Mr. Davis stated that, as has been presented to and discussed by the Council in previous meetings, 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 stated 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. Staff recommends approval of both the postponement agreement and final approval of the subdivision.

The Council had no further discussion.

Council Member Judd motioned to approve Resolution No. 07-21-2020A

Council Member Dawson seconded the motion

The Council unanimously agreed

9. Consideration of Final Approval of the Womsquom Subdivision – Mr. Boyd Davis

Mr. Davis had no additional information to present and the Council had no further discussion.

Council Member Dawson motioned to approve

Council Member ** seconded the motion

The Council unanimously agreed

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

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

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

Council Member Petersen inquired as to enacts postponements agreement. Mr. Davis stated that the agreements are recorded on the property and activated when the City improves the road; properties along the road are searched for existing postponement agreements and the agreement is executed.

The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 07-21-2020B

Council Member Judd seconded the motion

The Council unanimously agreed

11. Consideration of Final Approval of the Brett Kenley Subdivision – Mr. Boyd Davis

Again, no further information was presented by Staff and the Council had no further discussion.

Council Member Petersen motioned to approve

Council Member Judd seconded the motion

The Council unanimously approved

12. Consideration of Final Approval of Phase I of the Dahlia Estates Subdivision – Mr. Boyd Davis

Mr. Davis stated that this subdivision was also discussed at the last meeting and is located at 300 N and 4300 W. The developers were granted approval at that meeting to simultaneously develop Phases 1 and 2, but only Phase 1 is ready for approval. The access for the subdivision will be off of 300 N on Cold Springs Road. Phase 2 will later connect and have another access on 4250 W, which is an existing road through the Fairways at the Bluff Subdivision. All of the necessary approvals and requirements have been met. However, there is an outstanding issue regarding the construction of Cold Springs Road. The developer would like the City to sign a donation agreement for the property for the whole width of the Cold Springs Road that will run through the property, but only plan to develop about half (26 ft.) of the road width as the entrance to the subdivision. The City would be required to build the other half. The question is whether the developer is required to build the full width of the road and do a payback agreement to reimburse their costs, or is the City responsible to pay for the other half of the road. If the City is responsible, a follow-up question is whether the City should contribute the money now to get the road fully completed and also if impact fees can be used to pay for it. Staff has been working with a Land Use Attorney (Rob Keller) about the issue, but he had to postpone the meeting that was scheduled for the previous day. As such, his legal recommendation has not yet been received by Staff to be able to share with the Council. Staff feels that there is an argument that the developer is required to construct a full-width road all the way to 200 N.

Mayor Craythorne inquired as to what the full-width of the road is. Mr. Davis stated that it is a 66 ft. right-of-way with 42 ft. of asphalt. The Mayor stated that the road is listed on the General Plan as a 66 ft. road, which is 6 ft. wider than a normal subdivision road standard. If not listed on the General Plan as a 66 ft. road, the City would be responsible for the extra 6 ft., but as was done when the south end of the road was constructed for a development, he would assume that the developer is required to complete the full-width of the road and enter into a payback agreement to be reimbursed for the costs.

Council Member Dawson stated that Cold Springs Road is meant to replace the old Bluff Road that was torn out and will be the main corridor to 300 N and the previous developer that owned the entire property was given strict instructions by the City that the entire road had to be completed; he does not believe that anything less be required of whoever the current developers are of the property along the road. Council Member Petersen agreed, feeling that a subdivision requires a full access, especially as these developers own the property of the entire width of the road. As mentioned, he feels that it would be appropriate for them to enter into a payback agreement to be paid back for the costs if other properties that are developed in the future use the road as an access.

The Council wished to have legal counsel weigh in on the road before considering final approval. Staff was instructed to place the item back on the agenda for the next meeting once they have met with the Attorney Keller.

Council Member Petersen motioned to table approval of Phase 1 of the Dahlia Estates Subdivision to the next meeting of the Council.

Council Member Dawson seconded the motion
The Council unanimously agreed

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

Mr. Davis stated that 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 Bryan Bales of Nilson Homes (a partner in the development) in favor of the 20' setback. In his comment, Mr. Bales stated 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.

As has been presented and discussed with the Council, 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'. In researching why these projects were allowed to have smaller setbacks, Staff discovered that the Old PUD Code did allow for 20 ft. setbacks, and Section 15.20.165(5) of the Code regarding Multifamily/Townhouse Standards also allows a 20 ft. setback. Additionally, the new PRUD also allows a 20 ft. setback in Section 17.25.080. However, the Zoning Chart in Section 17.25.080 of the Code 'trumps' the other sections and designates that a 25 ft. setback is required.

The Planning Commission discussed the request in depth over multiple meetings and finally approved a recommendation to the Council on June 11th. However, the City Council asked that the setback to the front plane of the building be changed from 15' to 20'. That change to the Planning Commission's recommendation is reflected in the proposed language below:

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'
<i>Min. Distance to Garage</i>		25'		
<i>Min. Distance to Front Plane of Building</i>		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:

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

17.35.080(B)

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

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

Mayor Craythorne opened the public hearing.

a. Public Hearing

No Comments

Council Member Henderson motioned to close the public hearing

Council Member Petersen seconded the motion

The Council unanimously agreed

b. Action

Mr. Davis stated that Staff agrees with the proposed language but recommends that the Council review the section regarding public & private roads vs. private lanes as it the proposed language means that there are no setback requirements for private driveway and streets. Council Member Petersen stated that he assumed that the developer would have to have a reasonable setback on these in order to have a marketable, logical subdivision, but asked Staff if having no minimum setbacks for private driveways and alleys could potentially be an issue. Mr. Davis clarified that the Code does required that driveways can meet the parking requirement if that are at least 20 ft. long. If that length cannot be met, other parking must be made available. Mr. Davis used the Yalecrest Townhomes development as an example, wherein there are private alleys behind the units that are only 8 ft. wide and it seems to work fine. Council Member Petersen stated that he understands that parking regulations or not what is being currently considered, but asked for clarification on what counts as meeting that 20 ft. driveway parking requirement. Mr. Davis stated that to be considered a driveway, it has to be a private driveway into a garage that is 20 ft. long

itself; even if there is additional asphalt along the driveway, that space cannot be counted into the 20 ft. length requirement. In his opinion, Mr. Davis stated that this 20 ft. driveway requirement will force most units to have a 20 ft. setback, but if there is additional parking elsewhere to meet the requirement of 2.5 parking spaces per unit, some units may not need to have 20 ft. long driveways and so the setbacks could be smaller.

The Council discussed the proposed language specifying that setbacks do not apply to private driveways and alleys, concluding that they were not comfortable approving that particular amendment to the code at this time. The Council directed Staff to research similar developments and other cities' codes to see what setbacks, if any, are required for private driveways and alleys and bring that information back to the Council to continue this particular discussion.

The Council was in agreeance with the other proposed amendments that specify a 20 ft. setback requirement to the front plane of the home.

Council Member Petersen motioned to approve Ordinance No. 07-21-2020A, with the amendment to the proposed language in Section 15.20.165 as follows:

~~“Setbacks shall only apply to private and public streets and shall not apply to private driveway and alleys. Setbacks shall apply to all private and public roads.”~~

Council Member Dawson seconded the motion

Roll Call:

Council Member Petersen: Aye

Council Member Dawson: Aye

Council Member Judd: Aye

Council Member Henderson: Aye

Council Member Chatterton: Absent

The Council unanimously agreed

14. Motion to Move into a Closed Session

Council Member Dawson made the motion

Council Member Judd seconded the motion

The Council unanimously agreed

Closed Session

1. Motion to Open Closed Session

Council Member Henderson motioned to open the Closed Session

Council Member Judd seconded the motion

The Council unanimously agreed

2. Call to Order and Roll Call

Mayor Erik Craythorne called the July 21, 2020 Closed Session to order

Roll Call -

Mayor Erik Craythorne

Council Member Gary Petersen

Council Member Kent Henderson

Council Member Annette Judd

Council Member Andy Dawson

Kyle Laws, City Manager

Boyd Davis, Assistant City Manager

Ryan Harvey, Administrative Services Director

Casey Arnold, City Recorder

The Council discussed items regarding the following:

3. Purchase of Real Property, Pursuant to UCA §52-4-205(1)(d)

4. Motion to Adjourn Closed Session and enter the General Session

Council Member Judd motioned to close the Closed Session and enter the General Session
Council Member Henderson seconded the motion
The Council unanimously agreed

15. Motion to Adjourn the General Session

Council Member Petersen motioned to adjourn the General Session
Council Member Dawson seconded the motion
The Council unanimously agreed

ERIK R. CRAYTHORNE, MAYOR

August 4th, 2020

CASEY ARNOLD, CITY RECORDER

August 4th, 2020

City Council Staff Report

Subject: Subdivision Warranty – Oleson Fields
Author: Boyd Davis
Department: Community Development
Date: August 4, 2020



Background

The Oleson Fields Subdivision is located at 700 N 3000 W. It was placed on warranty on March 19, 2019 and has completed the required one-year warranty period. The developer is requesting that it be removed from warranty.

Analysis

An inspection of the improvements in the Subdivision was done. All items are complete and are in good condition. All homes are built and occupied. This subdivision has been on warranty longer than required due to the sidewalks that needed to be finished. Sidewalks are not required to be installed until the end of the warranty period. The sidewalks were installed as the homes were built, which took longer than one year to complete.

Recommendation

Staff recommends that the Oleson Fields Subdivision be removed from warranty.

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: CARES Act Funding Discussion
Author: Kyle Laws
Department: Executive
Date: August 4, 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

Staff Recommends Council approve Resolution 08-04-2020C, Approving an Interlocal Cooperation Agreement for Services Related to the Davis CARES Business Grant Program.

Staff also recommends Council make a motion to authorize the City Manager to distribute \$31,622.16 of our CARES Act funding to the North Davis Fire District.

Significant Impacts

None

Attachments

Resolution No. 08-04-2020C

Interlocal Agreement

RESOLUTION NO. 08-04-2020C

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT WITH DAVIS COUNTY FOR SERVICES RELATED TO THE DAVIS
CARES BUSINESS GRANT PROGRAM**

WHEREAS, West Point City, a Municipal Cooperation, hereinafter referred to as the
“City,” is a public body of the State of Utah; and,

WHEREAS, the City is governed by a Mayor and City Council duly elected according to
law; and,

WHEREAS, Davis County has established the Davis CARES Business Grant Program to
assist local business during the COVID-19 pandemic; and,

WHEREAS, the City desires to participate with Davis County in this program; and

WHEREAS, both the City and Davis County are willing to enter into an agreement that
the County will administer this program with CARES Act funding assistance from the City.

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS
FOLLOWS:** The West Point City Council affirms that the Mayor is authorized to sign an
Interlocal Agreement with Davis County, State of Utah in order to provide financial assistance
for the Davis CARES Business Grant Program.

PASSED AND ADOPTED this 4th day of August, 2020.

**WEST POINT CITY,
A Municipal Corporation**

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**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

City Council Staff Report

Subject: Rezone – Matthews – 3635 W 300 N
Author: Boyd Davis
Department: Community Development
Date: August 4, 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 was held by the Planning Commission and two comments were made. Both were against the rezone due to traffic concerns. The Planning Commission unanimously approved the rezone request and recommends approval to the City Council.

Recommendation

Staff recommends approval of Ordinance 08-04-2020A.

Significant Impacts

None

Attachments

Ordinance 08-04-2020A

ORDINANCE NO. 08-04-2020A

**AN ORDINANCE REZONING A
CERTAIN PORTION OF
WEST POINT CITY
FROM R-2 to R-4.**

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

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

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

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

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

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the hereinafter described real property from West Point City R-2 zones and placing the same in a West Point City R-4 zone.

Legal Description:

See Exhibit A attached hereto.

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

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

Section Three: **Severability**

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

Section Four:

Effective Date

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

DATED this ____ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

[SEAL]

VOTING:

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

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Legal descriptions of properties being rezoned to R-4

Parcel ID : 120370100

BEG AT A PT W 734.62 FT & S 33.0 FT FR N 1/4 COR SEC 5-T4N-R2W, SLB&M; TH S 128.5 FT; TH W 113.36 FT, M/L, TO AN E LINE OF PPTY CONV IN CORRECTIVE WARRANTY DEED RECORDED 01/13/2020 AS E# 3217970 BK 7427 PG 1689; TH N 128.5 FT; TH E 113.36 FT, M/L, TO POB. CONT. 0.34 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

City Council Staff Report

Subject: Rezone – Moss – 59 S 3000 W
Author: Boyd Davis
Department: Community Development
Date: August 4, 2020



Background

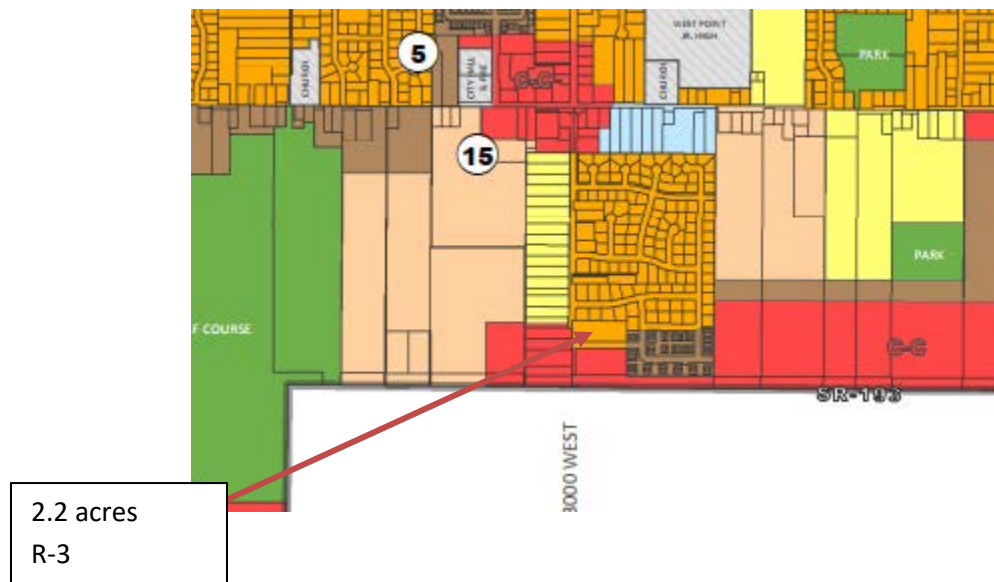
The Moss Family is in the process of selling their property located at 59 S 3000 W. The property is 2.2 acres and is currently zoned R-2 (residential) and C-C (commercial). There is an existing home on the front with an RV storage business on the back. The family is working with the potential buyer and are requesting to rezone the property 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, staff cannot support the number of potential townhomes or a variation from the general plan.



A public hearing was held by the Planning Commission and over a dozen comments were received. All comments were against the rezone based upon traffic concerns, overcrowding and potential nuisances. The Planning Commission denied the request because it was not consistent with the General Plan.

Recommendation

Staff does not recommend approval of Ordinance 08-04-2020B because it is not consistent with the General Plan.

Significant Impacts

None

Attachments

Ordinance 08-04-2020B

ORDINANCE NO. 08-04-2020B

**AN ORDINANCE REZONING A
CERTAIN PORTION OF
WEST POINT CITY
FROM C-C & R-2 to R-4.**

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

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

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

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

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

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the hereinafter described real property from West Point City C-C and R-2 zones and placing the same in a West Point City R-4 zone.

Legal Description:

See Exhibit A attached hereto.

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

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

Section Three: **Severability**

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

Section Four:

Effective Date

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

DATED this ____ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

[SEAL]

VOTING:

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

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Legal descriptions of properties being rezoned to R-4

Parcel ID : 120320033

BEG AT A PT N 0°03'50" E 427.16 FT ALG THE SEC LINE FR THE W 1/4 COR OF SEC 4-T4N-R2W, SLM; & RUN TH N 0°03'50" E 189.17 FT ALG SD SEC LINE; TH S 89°53'19" E 511.19 FT ALG A LINE PARALLEL TO THE S LINE OF SD NW 1/4 SEC; TH S 0°03'50" W 189.17 FT; TH N 89°53'19" W 511.19 FT TO THE POB. CONT. 2.22 ACRES.

City Council Staff Report

Subject: Accessory Apartment Setbacks
Author: Boyd Davis
Department: Community Development
Date: August 4, 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 there was not a greater impact with a detached accessory apartment 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

Staff recommends approval of ordinance 08-04-2020C.

Significant Impacts

None

Attachments

Ordinance 08-04-2020C

ORDINANCE NO. 08-04-2020C

**AN ORDINANCE AMENDING WEST POINT
CITY CODE SECTION 17.75.030 MODIFYING
THE SETBACKS FOR ACCESSORY
APARTMENTS**

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 Sub-Section **17.75.030(I)**, 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 sub-section 17.75.030(I)**

Sub-Section 17.75.030(I) shall be changed to read as follows. (Strike through text indicates text being removed from the code, and red, underlined text indicates new additions).

- 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.~~

Section Two: **Ordinances to conform with amendments**

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this ____ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

ATTEST:

Casey Arnold
City Recorder