



3200 W 300 N, West Point, UT 84015
801.776.0970

WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

January 18th, 2022
WEST POINT CITY HALL

Mayor
Brian Vincent
Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Brad Lee
Michele Swenson
City Manager
Kyle Laws

THIS PUBLIC MEETING WILL BE HELD IN-PERSON AT WEST POINT CITY HALL AND ALSO ELECTRONICALLY.

The Public may attend the meeting electronically and comment when appropriate by:

- Join Zoom Meeting at: <https://us02web.zoom.us/j/85903598981> or
- Connect via Telephone: Dial 1(669) 900-6833 and enter **Meeting ID: 859 0359 8981**

The public may attend this meeting in-person at West Point City Hall under the following Guidelines:

- Use of face coverings is required for all those not fully vaccinated
- Avoid entering if they have a fever of 100.4° or above, cough, trouble breathing, sore throat, muscle aches and pains, sudden changes in smell or taste, or feel generally unwell
- Maintain 6-foot physical distancing & avoid physical contact
- Sneeze/cough into cloth, tissue, elbow or sleeve (not hands)
- Wash hands often, and for at least 20 seconds

The public may also participate in the Citizen Comment and Public Hearing Items prior to the meeting via email:

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

- Email: carnold@westpointcity.org
Subject Line: Must be designated as "Citizen Comment – January 18, 2022 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 an Amendment to the Agreement for Animal Services – Mr. Kyle Laws [pg. 4](#)
2. Discussion Regarding Voter Participation Areas – Ms. Arnold [pg. 10](#)
3. Discussion Regarding General Plan Amendment Applications – Mrs. Bryn MacDonald [pg. 15](#)
4. Other Items

GENERAL SESSION

7:00 PM – OPEN TO THE PUBLIC

1. Call to Order
2. Pledge of Allegiance
3. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (*Emailed comments received prior to the meeting using the instructions above will be read to the Council at this time*)
 - Please clearly state your name and address prior to commenting and keep comments to a maximum of 2 ½ minutes
 - Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives
 - If attending the meeting in-person, please approach the podium
 - If attending the meeting electronically, use the "raise hand" icon if on a computer or dial *9 on the phone to indicate that you would like to make a comment; when it is your turn, the meeting host will unmute you.
7. Consideration of Approval of the Minutes from the September 21, 2021 West Point City Council Meeting [pg. 19](#)
8. Consideration of Approval of Resolution No. 01-18-2022A, Appointing West Point City Council Members to Serve on Local District Boards of Trustees – Mayor Brian Vincent [pg. 30](#)
9. Consideration of Approval of Resolution No. 01-18-2022B, Approving Amendment No. 7 to the Interlocal Cooperation Agreement with Davis County for Animal Services – Mr. Kyle Laws [pg. 4](#)
10. Consideration of Approval of Resolution No. 01-18-2022C, Establishing Voter Participation Areas of West Point City – Ms. Casey Arnold [pg. 10](#)
11. Consideration of Approval of Resolution No. 01-18-2022D, Approving an Interlocal Agreement with the Davis County Storm Water Coalition – Mr. Boyd Davis [pg. 32](#)
12. Consideration of Approval to Award the Contract for the Market Analysis and Small Area Plan – Mrs. Bryn MacDonald [pg. 41](#)
13. Consideration of Approval to Remove Phase 1 of the Sunview Estates Subdivision from Warranty – Mr. Boyd Davis [p. 47](#)
14. Consideration of Approval to Remove Phase 2 of the Bannock Subdivision from Warranty – Mr. Boyd Davis [pg. 48](#)
15. Consideration of Approval of the Appointment of West Point City Planning Commissioners - Mayor Brian Vincent
16. Motion to Move into a Closed Session

CLOSED SESSION

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

17. Motion to Adjourn the General Session

Posted this 14th day of January, 2022

CASEY ARNOLD, CITY RECORDER

TENTATIVE UPCOMING ITEMS

Date: 02/04 – 05/2022
CITY COUNCIL VISIONING SESSION

Date: 02/15/2022
Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 02-25-2022A, Amending the FY2022 Final Budget – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action
2. Consideration of Approval of Resolution No. 02-15-2022B, Approving an Amendment to the Developers Agreement for the Wildfire Estates Subdivision – Mrs. Bryn MacDonald

Date: 03/01/2022
Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
 2. Update from the Davis County Sheriff's Office
-

Date: 03/15/2022
Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: 04/05/2022
Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update

Date: 04/19/2022
Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: 05/03/2022
Administrative Session – 6:00 pm

1. Code Enforcement Update
2. Discussion Regarding the FY2022 Amended Budget and FY2023 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
-

Date: 05/17/2022
Administrative Session – 6:00 pm

1. Discussion Regarding the FY2022 Amended Budget and FY2023 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 05-17-2022A, Approving the FY2022 Amended Budget for West Point City and All Related Agencies
 - a. Public Hearing
 - b. Action
-

Date: 06/07/2022
Administrative Session – 6:00 pm

1. Quarterly Financial Update

General Session – 7:00 pm

1. Youth Council Update
-



WEST POINT CITY 2022 CALENDAR

2022

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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3	4	5	6	7	8	9
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24	25	26	27	28	29	30
31						

JANUARY

3	Swearing-In Ceremony - 12 PM
4	City Council - 6 PM
10	Senior Lunch - 11:30 AM
11	Council/Staff Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	MLK Jr. Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

JULY

2 & 4	PARTY AT THE POINT EVENTS
5	Independence Day Holiday - CLOSED
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
15	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
25	Pioneer Day Holiday - CLOSED
28	Planning Commission - 6 PM

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
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27	28					

AUGUST

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

FEBRUARY

1	City Council - 6 PM
4-5	City Council Planning & Visioning Session
10	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
21	President's Day - CLOSED
24	Planning Commission - 6 PM

AUGUST

TBD	Summer Party 5:30 - 7 PM
2	City Council - 6 PM
11	Planning Commission - 6 PM
12	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
19	Senior Dinner - 5:30 PM
25	Planning Commission - 6 PM

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH

1	City Council - 6 PM
10	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
24	Planning Commission - 6 PM

SEPTEMBER

5	Labor Day - CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	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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30	31					

APRIL

TBD	ANNUAL SPRING CLEAN-UP
5	City Council - 6 PM
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	EASTER EGG HUNT - 10 AM
19	City Council - 6 PM
28	Planning Commission - 6 PM

OCTOBER

TBD	ANNUAL FALL CLEAN-UP
4	City Council - 6 PM
6	CEMETERY CLEANING
10	Employee Training - CLOSED
13	Planning Commission - 6 PM
14	HALLOWEEN CARNIVAL - 7 PM
17	Senior Lunch - 11:30 AM
18	City Council - 6 PM
25	Council/Staff Lunch - 11:30 AM
27	Planning Commission - 6 PM

MAY

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

NOVEMBER

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

MAY

TBD	TAKE PRIDE IN WEST POINT
3	City Council - 6 PM
5	CEMETERY CLEANING
9	Senior Lunch - 11:30 AM
10	Council/Staff Lunch - 11:30 AM
12	Planning Commission - 6 PM
17	City Council - 6 PM
26	Planning Commission - 6 PM
30	Memorial Day - CLOSED

NOVEMBER

1	City Council - 6 PM
5	FLAGS ON VETERANS' GRAVES
8	ELECTION DAY
10	Planning Commission - 6 PM
11	Veterans Day - CLOSED
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
24-25	Thanksgiving - CLOSED
28	CITY HALL LIGHTING - 6 PM

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

4	MISS WEST POINT PAGEANT
7	City Council - 6 PM
9	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
17	MOVIE IN THE PARK - DUSK
21	City Council - 6 PM
23	Planning Commission - 6 PM

DECEMBER

2	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23	CEMETERY LUMINARY - 4 PM
26-27	Christmas Holiday - CLOSED

*UPDATED AS OF NOVEMBER 30, 2021

CITY COUNCIL STAFF REPORT



Subject: Discussion Regarding Amendment No. 7 to the Interlocal Agreement for Animal Services
Author: Kyle Laws
Department: Executive
Meeting Date: January 18, 2022

Background

Davis County and West Point City renegotiated the Interlocal Agreement for Animal Care Services that went through December 31, 2020. However, this agreement has been amended each year to update the fees to be paid based on previous year calls. The amendment to the contract for 2021, was intended to be the final amendment before renegotiating a new contract. However, there have been some developments at the legislature that are allowing for some major changes with Animal Care services in the County. This current amendment will guide us through the 2022 calendar year, after which the intent is for Davis County to add a tax levy throughout the County for Animal Care services. This will remove the contract and Animal Care will be funded through the tax levy rather than individual city payments. There are details to still sort through, but this will be a much better way to fund this much needed service.

Analysis

Aside from the changing cost, there are three specific areas this amendment focuses on and they are important to understand and review. They are regarding the overall budget, wildlife services, and the capital projects fund.

Overall Budget

According to the Animal Care Director, Ashleigh Young, they saw a slight increase in annual expenses, as has been the case every year. This year's increase is 7% vs. 11.5% in 2021. Animal Care did not add any new positions to their team in this upcoming budget year, but due to the current state of the labor market, wages have gone up significantly over 2021. This is where the majority of the increase can be found. They are seeing a decrease in medication and operating supplies in 2021 due to heightened management in these two areas.

Their building improvements line item is significantly higher this year due to engaging in a 9-month long feasibility study with Citygate Associates, LLC in preparation for building a new animal care facility in the coming years. This feasibility study comes at a cost of \$189,525. This cost is being split between all the cities and the county 50/50 as discussed in the last meeting.

Wildlife Services

The County is no longer providing wildlife services, and as a result this has service has been completely removed from Amendment No. 7 to the Interlocal Cooperation Agreement for Animal Services.

Capital Projects Fund:

Animal Care of Davis County is actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past. This fund will help with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

They have expressed their willingness to be prudent knowing that the intent is to move to a new building in the near future. However, they have expressed the sensibility to ensure the aged facility is still able to properly house animals, provide a safe work environment for their employees, and safely and effectively serve our residents and their pets.

Amendment No. 7 Details

Last year (Calendar Year 2021) the City's cost for animal control services, as outlined in the contract, was:

- \$43,948.99 for general animal control services
- \$231.75 for wild animal calls and services
- \$2,033.71 for the capital projects fund regarding the shelter

As in past years, the charges are based on the previous year's usage of Animal Care & Control by our residents. The fee paid by the City provides 24-hour animal care and control services, including the housing and processing of stray animals. The City's costs will either increase or decrease based on the number of calls received the previous year. The cost for this year (Calendar Year 2022) is:

- \$50,759.85 for general animal care services, excluding calls for wild nuisance, animal pick up and/or euthanization
- \$2,028.82 for the capital projects fund regarding the shelter

The total cost is \$52,788.67, up from a total \$46,214.45 last year. Our Budget for FY2022 is \$55,000.

More information will be provided in the upcoming year regarding the transition from a contract based program to a tax levied program.

Recommendation

Staff recommends approval of Resolution No. 01-18-2022B

Attachments

Resolution No. 01-18-2022B

Amendment No. 7 to Interlocal Cooperation Agreement between Davis County and West Point City for Animal Care Services.

RESOLUTION NO. 01-18-2022B

**A RESOLUTION AMENDING AN INTERLOCAL
COOPERATION AGREEMENT WITH DAVIS COUNTY FOR
ANIMAL CONTROL SERVICES IN WEST POINT CITY**

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 provides animal care and control services through the Davis County Animal Care and Control Department under the direction of the Animal Control Director and employees as provided and described in Utah State Code 53-13-105, Utah Code Annotated;

WHEREAS, Davis County and the City desire to amend the existing agreement for Animal Control Services;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:

The West Point City Council affirms that the Mayor is authorized to sign the Amendment to the Interlocal Cooperation Agreement between Davis County and West Point City for Animal Control Services, as attached.

PASSED AND ADOPTED this 18th day of January, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

AMENDMENT NO. 07 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 07 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 07”) is made and entered into as of January 1, 2022, by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Point City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 07 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-236 (the “Agreement”); and
- B. The Parties, through this Amendment No. 07, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 07, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2022 calendar year obligation to the County for service calls, excluding calls for wild nuisance, animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2022 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,359,650.00
	Operating:	\$535,949.00
	Capital Equipment:	\$302,843.00
	Allocations:	\$176,349.88
	Total Expenditures:	\$3,374,792.00
Projected 2022 Revenues of Davis County Animal Care and Control:	Licenses:	\$202,216.00
	Shelter Fees:	\$135,311.00
	Adoptions:	\$78,000.00
	Budget Adjustment:	\$129,000
	Donations:	\$18,085.00
	Total Revenues:	\$562,612.00
Projected 2022 Expenditures Less Projected 2021 Revenues:		2,812,180
Combined Cities’ 50% Obligation:		1,406,090
Average of the City’s Total Billable Calls for 2020 and 2021:		313
Average of Combined Cities’ Total Billable Calls for 2020 and 2021:		8662
The City’s 2021 Usage Rate:		3.61%
The City’s 2022 Calendar Year Obligation to the County:		\$50,759,85

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2022 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2022 Obligation of the Combined Cities:	\$56,200.00
The City's 2021 Usage Rate:	3.61%
The City's 2021 Calendar Year Obligation to the County:	\$2,028.82

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

1. **Discontinuation of Wildlife Services.** Wildlife services were discontinued July 1st, 2020 and any fees associated with this service have been removed from the contract.
2. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement Capital Projects Fund Regarding the Shelter, this Amendment No. 07 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2022. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
 - a. The combined cities' annual calendar year obligation for 2022 to the capital projects fund regarding the shelter as referenced in Exhibit A above will be \$56,200. The City's specific portion of the Combined Cities obligation, shall be the average of the City's calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the combines cities' calls for animal care and control services for the two calendar years immediately prior ("usage rate") multiplied by the combined cities calendar year obligation.
3. **Term of Agreements** In reference to Section 10 of the Agreement *Term of agreement*, this Amendment No. 07 shall, subject to the termination and other provisions set forth therein, terminate on December 31, 2022 at 11:59 p.m. (the "Term"). The parties may, by written amendment to this Agreement, extend the Term of this Agreement.
4. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 07, the terms and conditions of the Agreement shall remain in full force and effect.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 07 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	WEST POINT CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST: _____ Davis County Clerk/Auditor Date: _____	ATTEST: _____ City Recorder Date: _____
APPROVED AS TO FORM: _____ Davis County Attorney's Office Date: _____	APPROVED AS TO FORM: _____ City Attorney Date: _____

CITY COUNCIL STAFF REPORT

Subject: Voter Participation Areas
Author: Casey Arnold
Department: Executive
Meeting Date: January 18, 2022

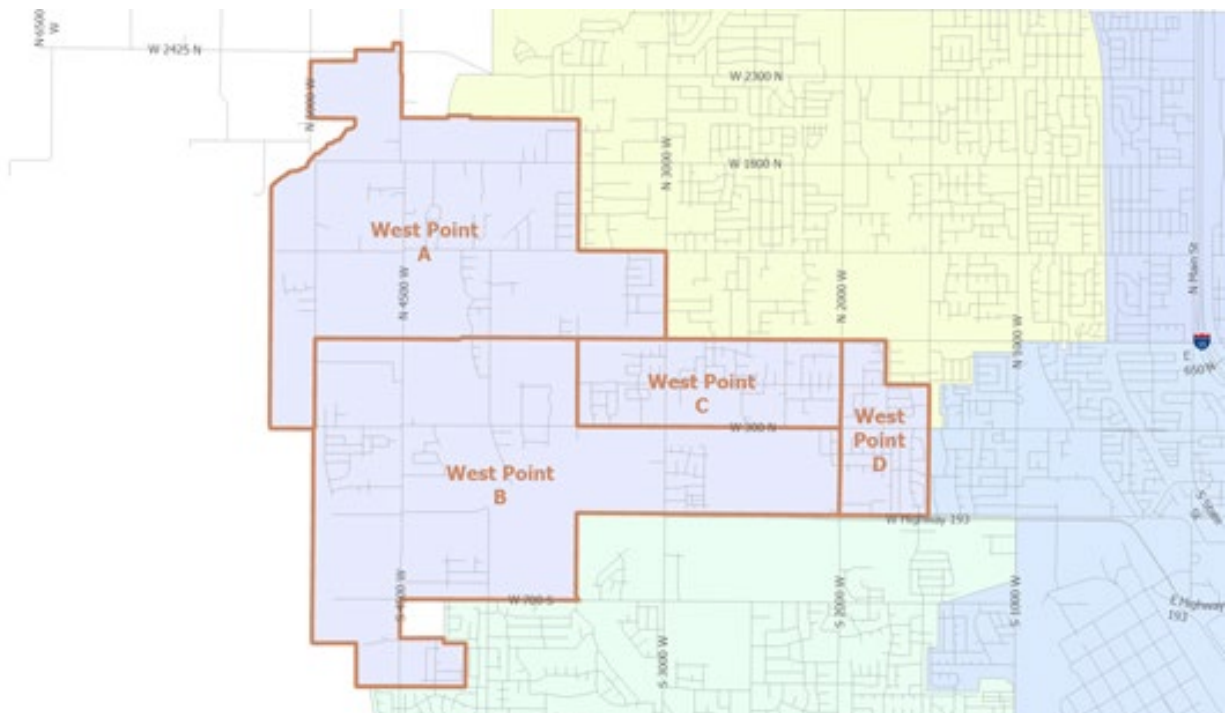


Background

As of 2019, State Law requires that every ten years, cities with a population of over 10,000 be divided into “four contiguous and compact voter participation areas of substantially equal population” (UCA § 20A-7-401.3) using the most recent U.S. Census Bureau data. With the 2020 Census completed and West Point now having exceeded that population threshold, those “Voter Participation Areas” (VPA’s) must be established and approved by the City Council. VPA’s are used to qualify voter signature percentages for ballot initiatives and referendums to ensure that a broad range of residents are represented as opposed to a small geographical area (for example, the signatures of at least 11.5% of the number of active voters in at least 75% of a city’s voter participation areas are needed in order for an initiative to be submitted). State Code also requires that each county must also establish VPA’s, and as a second-class county, Davis County is required to be divided into eight areas of substantially equal population.

Analysis

Davis County offered to update the VPA’s for each city within the County as part of their process to update their own areas, amend/create school district boundaries, etc., as they will already be calculating population percentages and creating GIS maps. West Point’s four Voter Participation Areas of equal population as established by the 2020 U.S. Census Bureau data are shown below:



Recommendation

Staff recommends approval of Resolution No. 01-18-2022C, Adopting West Point City Voter Participation Areas.

Significant Impacts

The Voter Participation Areas established are intended to ensure that signatures gathered in support of placing a referenda and/or initiative on a ballot represent a broad range of West Point residents as opposed to a small geographical area.

Attachments

Resolution No. 01-18-2022C
Voter Participation Areas Map

RESOLUTION NO. 01-18-2022C
A RESOLUTION ESTABLISHING
WEST POINT CITY
VOTER PARTICIPATION AREAS

WHEREAS, West Point City, a Municipal Corporation, hereafter 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, House Bill 119, passed by the Utah State Legislature and signed into law by the Governor during the 2019 General Legislative Session, requires cities with a population exceeding 10,000 to create Voter Participation Areas (VPA’s) as set forth in Utah Code Annotated §20A-7-401.3; and

WHEREAS, the 2020 U.S. Census Bureau data qualifies the City as a city with a population exceeding 10,000 and a city of the fourth class, therefore requiring the City to create four (4) VPA’s of a substantially equal population; and

WHEREAS, the Davis County Clerk/Auditor Office, which contracts with the City to conduct City elections, has, in accordance with the HB 119 requirements, proposed four (4) VPA’s along existing voting precinct lines; and

WHEREAS, the City Council has reviewed the proposed VPA’s and finds that they are contiguous and compact and of substantially equal population.

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

SECTION ONE: ADOPTION OF VOTER PARTICIPATION AREAS.

The West Point City Council does hereby adopt four (4) Voter Participation Areas as depicted on the map which is attached hereto and incorporated by this reference as “Attachment A”.

SECTION TWO. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the West Point City Council this 18th day of January,
2022

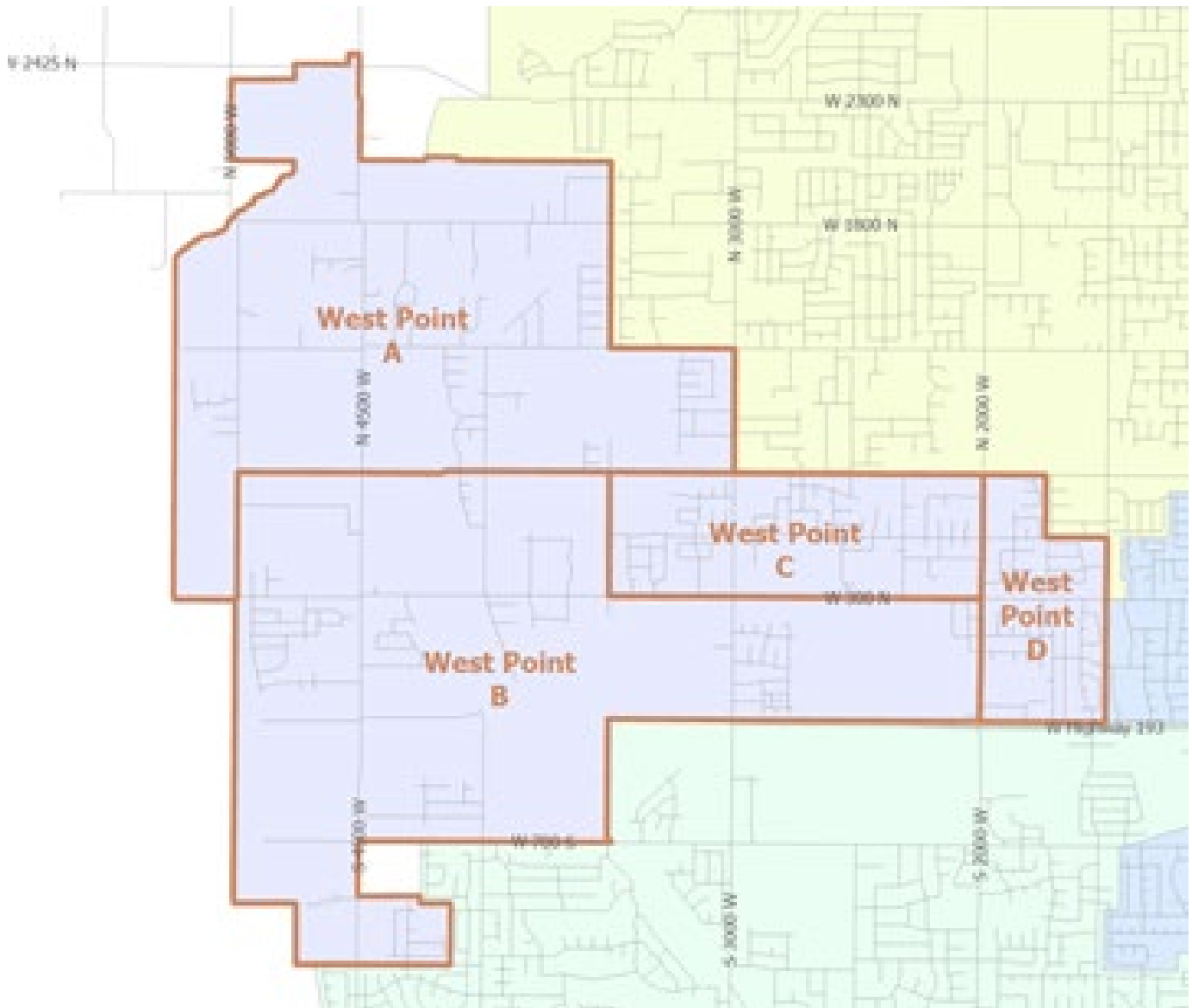
WEST POINT CITY, a Municipal Corporation

BY: _____
BRIAN VINCENT,
MAYOR

ATTEST:

CASEY ARNOLD,
CITY RECORDER

ATTACHMENT A



CITY COUNCIL STAFF REPORT

Subject: General Plan Amendments
Author: Bryn MacDonald
Department: Community Development
Meeting Date: January 18, 2022



Background

The City recently adopted an ordinance to allow general plan amendment applications. The code allowed the applications to be submitted in April and October. During this previous October submittal period, the City received three general plan amendment applications.

Process

General Plan amendments require the Planning Commission to hold a public hearing and make a recommendation to the City Council. The Planning Commission held a public hearing on January 13, 2022, and made a recommendation on the three applications. The City Council must now hold a public hearing and make a final decision on the three applications.

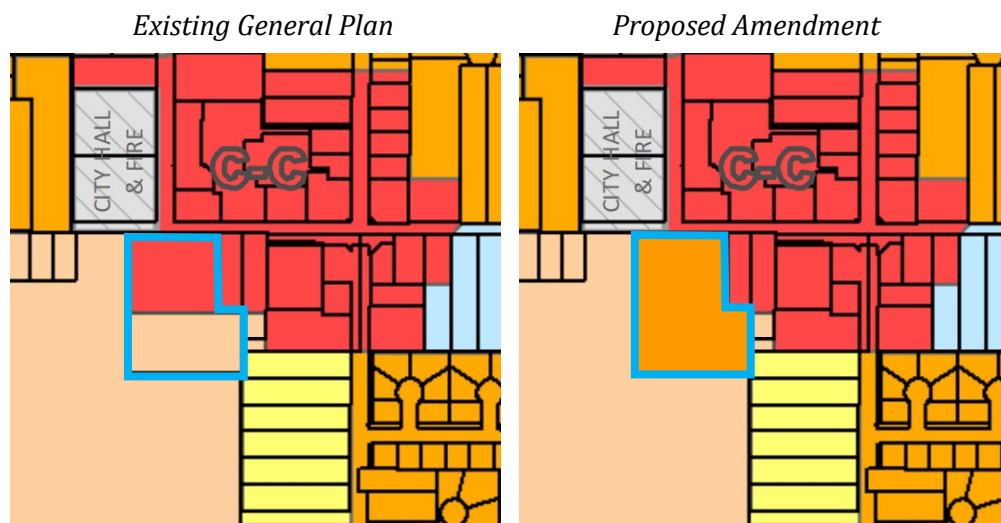
Analysis

The City received three requests for General Plan Amendments:

Request 1

Don Mendenhall, who is the acting agent for Ned & Julie King Trustees, is petitioning the City to amend the General Plan Map from a mix of C-C Commercial and R-1 Residential (2.2 units per acre) to R-3 Residential (3.6 units per acres) on their 4.56 acres property; located at approximately 3181 West 300 North.

Below is a map of the existing general plan and the proposed amendment, along with a land use table.

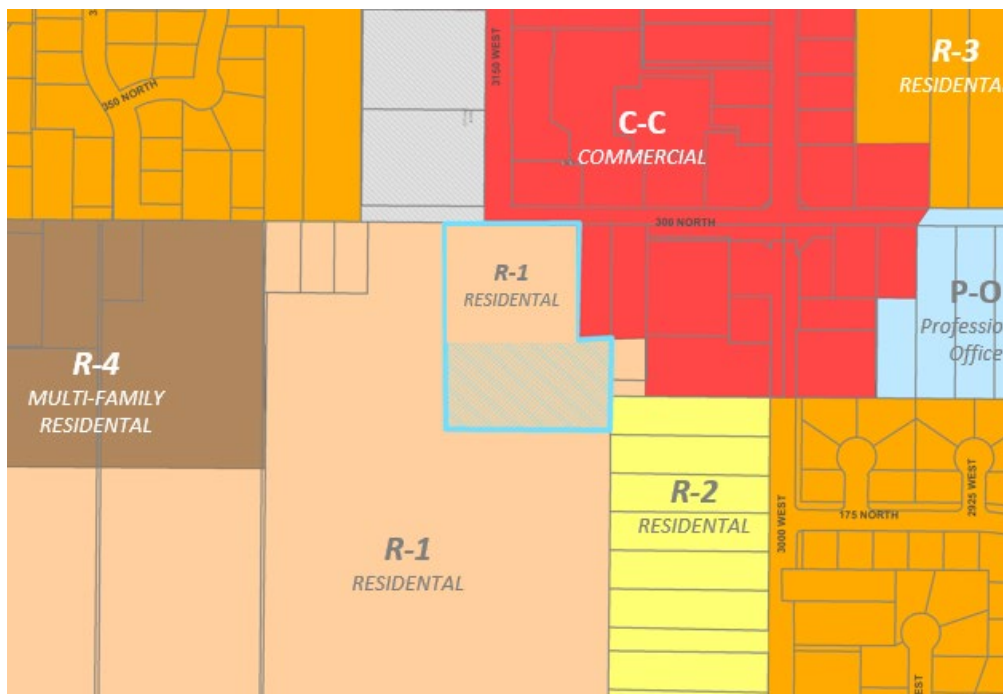


	Current General Plan		Proposed Amendments
Zone	C-C Commercial	R-1 residential	R-3 residential
Max Density	N/A	2.2 units/acre	3.6 units/acre
Acres	2.3 acres	2.26 acres	4.56 acres
Total Units	N/A	5 units	*16 units

*Note: The applicant is proposing 10 additional units (not including the existing home). This number is slightly over by one unit of the allowable density in the R-1 zone.

Since the original application was received, the applicant has modified his request based on feedback from the Planning Commission. The applicant is now requesting to remove the commercial and designate the entire property as R-1. **The Planning Commission recommended approval of the request to remove the commercial and designate the property as R-1.**

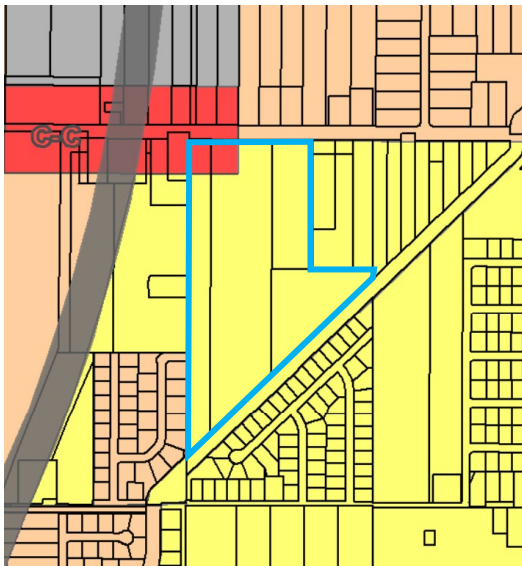
Modified Request



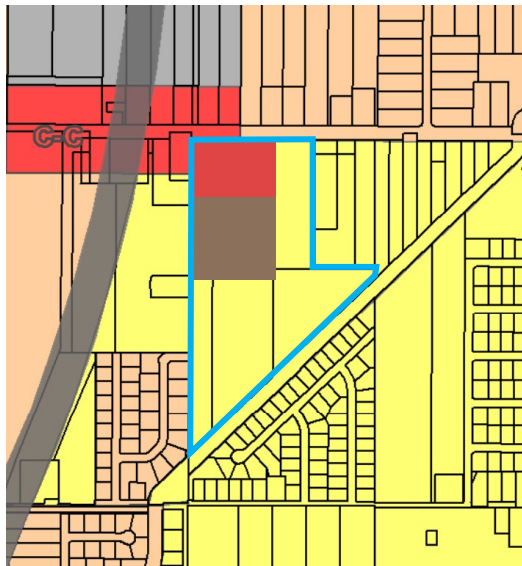
Request 2

Don Mendenhall, who is the acting agent for Dawna Smith Trustee and JT Acres LLC, is petitioning to amend the General Plan Map from R-2 residential (2.7 units per acre) to R-4 residential (8.0 units per acre), along with extending the C-C commercial along 1800 North on a portion of the 39.12 acres of property located at approximately 3900 West 1800 North.

Existing General Plan

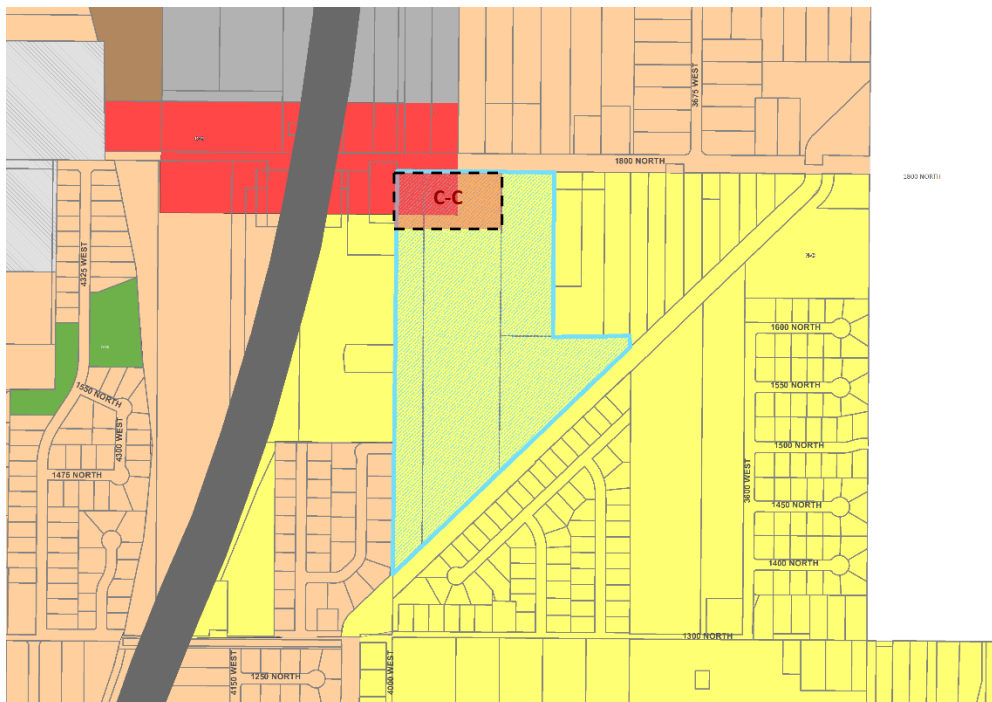


Proposed Amendment



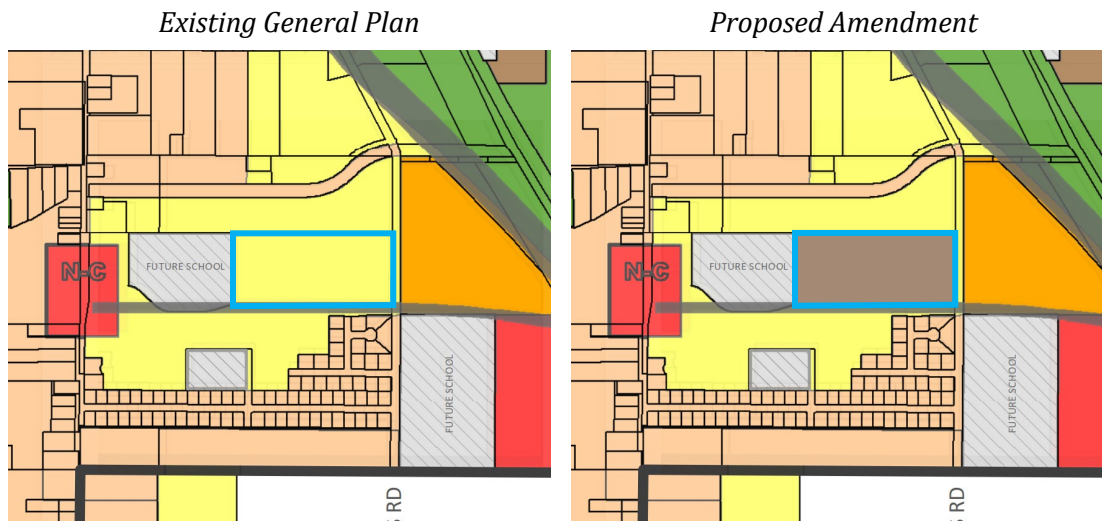
Since the original application was received, the applicant has modified his request based on feedback from the Planning Commission. The current request is to extend the Commercial across the north side of the property, and leave the remaining property R-2. **The Planning Commission recommended approval of the request to extend the Commercial.**

Modified Request



Request 3

Jerry Preston, who is the acting agent for Lynn Craythorn and Terry Ellis Trustees, is petitioning the City to amend the General Plan Map from R-2 residential (2.7 units per acre) to R-4 residential (8.0 units per acres) on a portion of the 20.85 acres of property; located at approximately 4100 West 400 South.



The City is in the process of conducting a market analysis and completing a small area plan for the future interchange of the West Davis Corridor and SR-193. **The Planning Commission recommended denial of the request to designate this property R-4 in order to wait for the outcome of the market analysis and small area plan.**

Recommendation

The City Council has the following options on each of the requests:

1. Approve the request
2. Deny the request
3. Modify the request

This item is on for discussion only. No action is required at this time.

Significant Impacts

None

Attachments

None

**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
September 21st, 2021**

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

Administrative Session
6:00 PM

Minutes for the West Point City Council Administrative Session on September 21, 2021 at 6:00 PM with Mayor Erik Craythorne presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID #85036236414 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Annette Judd, Council Member Andy Dawson, and Council Member Gary Petersen

EXCUSED: Council Member Jerry Chatterton and Council Member Henderson

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

EXCUSED: None

VISITORS PRESENT: Brian Vincent, Michele Swenson, Tyler Seamans, and Keith Larsen. No sign-in required for online attendees.

1. Quarterly Financial Report – Mr. Ryan Harvey

Mr. Harvey stated that this report is for the last quarter of FY2021, however, it should be considered a preliminary report that is subject to change as the full fiscal year is reviewed and the audit is completed. To summarize, Mr. Harvey explained that revenues exceed expenditures in all of the funds except for the Capital Projects Fund. With 100% of the year elapsed, revenues also exceed 100% in every fund except for the Capital Projects Fund, where the majority of revenue is not recognized until the fiscal year is over, and excess revenue is transferred in from the General Fund. The revenues in the Special Revenue Fund are especially high this year, due to the revenue received from Impact Fees for development within the City.

Expenditures are also near or below 100% in almost every fund, except for expenditures in the Special Revenue Fund, which are above 100% due to the impact fees received and passed through to the North Davis Fire District and the North Davis Sewer District, and also in the Waste Fund, due to the increased cost of providing services to new residents coming in to West Point. The City is receiving enough revenue to cover those costs, but the budget will need to increase for those services going forward.

Once the audit for the full fiscal year is complete, a more in-depth review of the City's financials will be held with the Council, but Mr. Harvey stated that this report is a good indication that the City is in strong financial health. The Council thanked Mr. Harvey for the report and the work that he does to make sure the City remains in good financial standing.

2. Discussion Regarding Phases 1a and 1b of the Bluff View Subdivision – Mrs. Bryn MacDonald

Mrs. MacDonald stated that Phases 1, 2, and 3 of the subdivision have been approved and the developers are now seeking approval of the final plat for Phases 1a and 1b. She noted that these two phases and Phase 1 are the townhome phases of the projection, and Staff assumes that the developers want to keep those three phases grouped together under "1" rather than just continuing in numerical order and naming these two phases as 4 and 5. Staff has asked that they consider changing the names of these phases before recording in order to avoid confusion with building permit applications and processing. Mr. Davis stated that they have not indicated if they will or not make that adjustment, and so it may or may not change by the time the Council is asked to consider final approval at a future meeting.

Mrs. MacDonald stated that there are a few minor items on the plats that need to be adjusted, at the request of Staff, and they are still waiting on some approval letters from some of the required entities. These items will be completed and received before final approval will be placed on an agenda for consideration.

3. Discussion Regarding the Sewer System Master Plan & Impact Fee Analysis – Mr. Boyd Davis

Mr. Davis introduced Tyler Seamans and Keith Larsen from the engineering firm Bowen, Collins & Associates, who are the consultants Staff has been working closely with to complete the impact fee facilities plan (IFFP) and impact fee analysis for the proposed sewer system in the annexation area on the northwest corner of the City. Mr. Davis noted that most of this area is currently outside of the City's boundaries, and so this impact fee will not be imposed in the area until the properties are annexed into West Point.

Mr. Seamans stated that the study area consists of an area that is either within current City boundaries or in the anticipated annexation area, all of which cannot be served by the City's existing sewer system. The impact fee that was calculated is based upon the cost of providing service to the area. There are approximately 164 residences within the study area, and the growth rate for the area was projected to be 105 residents per year. Growth in terms of both Equivalent Residential Units and corresponding sewer flows is summarized below:

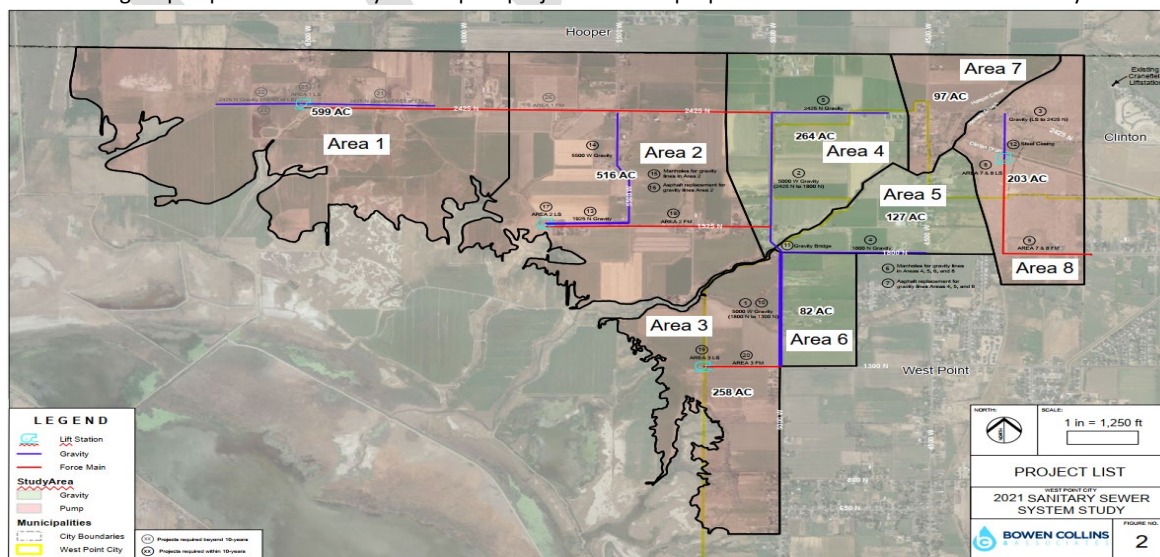
WEST POINT PROJECTIONS OF GROWTH

Year	Total Area ERUs ¹	Connected ERUs ²	Domestic Wastewater (MGD)	Max Month Infiltration (MGD)	Total Max Month, Average Day Flow (MGD)	Peak Hour Flows - City Area (MGD)
2021	164	0	0.00	0.00	0.00	0.00
2031	1,158	1,049	0.23	0.04	0.27	0.84
2041	2,176	2,098	0.46	0.07	0.53	1.68
2051	3,194	3,147	0.69	0.11	0.80	2.52
2061	4,211	4,196	0.92	0.15	1.07	3.36
2066	4,721	4,721	1.04	0.17	1.20	3.78

Mr. Seamans stated key level service assumptions were assumed during the analysis, including design criteria for gravity lines, force mains, lift station, design flow rates per residential unit, and also the slope of the pipe lines. The proposed level of service for these items are as follows:

- Gross Population Density – 2.2 ERUs per acre (about 1/3 ac lots)
- Preferred Service Method – Gravity sewer, if possible, will be the preferred sewer service method
- Average Design Flows – 255 gpd/ERU
- Minimum Slopes – State minimum slope standards assumed on most gravity pipelines
- Gravity Sewer Level of Service – Slab on grade or built up with walk out (no full basements)
- Ownership – City to own and operate all major system components

The following map depicts the sewer system capital projects that are proposed to be needed to serve the study area:



Mr. Seamans clarified for Mayor Craythorne that Area 1 is not included in the 10-year growth projection period, and so it is determined that in that 10-year period, all of the projects listed will be needed except for those in Area 1. Mayor Craythorne noted that there is a possibility that Areas 7 and 8 may actually be annexed into Clinton instead of West Point, and inquired as to whether the impact fee would need to be recalculated if that were to happen. Mr. Seamans stated that if Areas 7 and 8 were excluded, the lift station and long force main pipe designated for those areas would not be needed and the study would need to be updated. Mr. Larsen added that if Area 1 happened to begin developing within the next ten years, the study would just be amended to add in those additional facilities.

Mayor Craythorne stated that it appears that Areas 4, 5, and 6 will be subsidizing the other areas that need the infrastructure, but the impact fee was calculated using the total combined cost of the projects in all areas (excluding Area 1); he inquired as to whether that was a consideration in the analysis. Mr. Davis stated that there were many discussions about whether these three areas should be their own service area with their own impact fee, but it was ultimately decided to assess one fee for the full area. Mr. Seaman commented further, explaining that the possibility of dividing the area into separate service areas was considered, as it would result in a lower impact fee for the areas that don't require lift stations and a larger fee for those that do, but from an accounting standpoint, it would be easier to assess and collect one impact fee. He stated that although it may seem like the impact fee would be much lower for the areas that don't need lift stations, the cost difference was actually quite small.

Council Member Petersen expressed his doubts about there being no development in Area 1 in the next ten years and feels that it should be included. Mr. Davis stated that the main reason Area 1 is not included is because of the study area, it is in the far northwest corner and can't connect to a system that hasn't been installed – the projects needed to reach the area will only be installed as the other areas are developed. Mr. Larson added that by completing a facilities plan and assessing a calculated impact fee, the City essentially commits itself to install the projects that are in the plan within the specified time frame (ten years). By not including Area 1, the City is not obligated to build the system out to that area within the next ten years. If a developer did want to develop property in Area 1 within the next ten years, there is an option for them to fund the necessary improvements and enter into a pioneering or reimbursement agreement and be paid back those costs as impact fees are collected.

In response to Council Member Petersen, Mr. Davis stated the City will likely have to bond for the funding to complete these projects and be repaid as the impact fees are collected. However, if full funding for the projects come from another source, such as a grant from the American Rescue Plan Act ("ARPA") that the City will be applying for, the impact fees will not be charged and any that have been collected will be refunded. If partial funding is received, an amendment to the plan can quickly be issued to account for the funding in the impact fee calculation.

Mr. Seamans reviewed the process for how the impact fee was calculated, explaining that the fee is calculated by dividing the cost of existing and future facilities by the amount of new growth that will benefit from the unused capacity. Only the capacity that is needed to serve the projected growth within in the next ten years is included in the fee. Costs used in the calculation of impact fees include:

- New facilities required to maintain (but not exceed) the proposed level of service in the system; only those expected to be built within ten years are considered in the final calculations of the impact fee.
- Historic costs of existing facilities that will serve new development
- Cost of professional services for engineering, planning, and preparation of the Impact Fee Facilities Plan and impact fee analysis

Costs not used in the impact fee calculation are as follows:

- Operational and maintenance costs
- Cost of facilities constructed beyond 10 years
- Cost associated with capacity not expected to be used within 10 years
- Cost of facilities funded by grants, developer contributions, or other funds which West Point City is not required to repay
- Cost of renovating or reconstructing facilities which do not provide new capacity or needed enhancement of services to serve future development

Following this process, the impact fees for this analysis were calculated by dividing the proportional cost of facilities required to service 10-year growth by the amount of growth expected over the next 10-years based on ERUs. This is done for all of the needed gravity collection, lift station, and force main facilities within the study area. The calculated impact fee is \$5,201 and would be the fee assessed to all new homes in the area. The calculations by component are summarized in the table below:

Table ES-1
Impact Fee Calculation per ERU – West Point City Service Area

System Components	Total Cost of Component	% Serving 10-year Growth	Cost Serving 10-year Growth	10-year ERUs Served	Cost Per ERU
Collection Facilities					
10-Year Projects	\$ 15,784,110	24.5%	\$ 3,870,251	1049	\$ 3,689
10-Year Project Interest Costs	\$ 6,760,806	24.5%	\$ 1,657,744	1049	\$ 1,580
Credit for User Fees Paid Toward Existing					\$ (128.96)
Subtotal	\$ 22,544,916		\$ 5,527,995		\$ 5,141
Studies					
All Studies	\$ 65,300	96.3%	\$ 62,867	1049	\$ 59.93
TOTAL	\$ 22,610,216		\$ 5,590,862		\$ 5,201

Mr. Davis clarified for Council Member Dawson that the City's impact fee is in addition to the fee assessed by the North Davis Sewer District.

Mr. Laws stated that there is an "equity" piece tied to the ARPA funds and part of the City's grant application is the proposal that the funds would pay the costs for all of the existing homes to connect to the system, thereby eliminating all septic tanks and all homes would be provided sewer service by the same system. Council Member Dawson expressed his opinion that even if a grant is received that fully funds all of the projects listed in the plan, an impact fee should still be assessed in at least some amount because each home that is built or connects will have an ongoing impact on the City's entire sewer system. Further, an impact fee is currently assessed on each new home within the City's current boundaries that connects to the existing sewer system, and the residents that build homes in the study area should have to do the same, regardless of how the initial costs of providing the system to them were funded. Mr. Davis stated that while it may not seem fair, State Code prohibits a city from charging an impact fee for costs not actually incurred. If the City did receive a grant and still wants to charge an impact fee for this area equal to what is currently being assessed, it would only be able to use the portion of grant money to cover the difference in impact fees collected. Mr. Davis also explained that this area is unique in that the sewer system will connect directly to the North Davis Sewer District's line, and will not flow through any of the City's existing lines. Mr. Laws noted that the total project cost for the entire system to be installed was estimated to be \$95 million. However, only about \$25 million of that is the City's cost; the remaining \$75 million are costs paid by developers to connect their development to the system.

The Council discussed the information presented and felt that more discussion was needed before holding a public hearing on the proposed plan and impact fee analysis. The item will be placed back on the agenda for the next meeting and the public hearing will tentatively be held the meeting following.

4. Other Items

Mayor Craythorne stated that there will likely be some citizen comments in tonight's General Session regarding the 800 N Project with Clinton City and the landscaping in the park strips; the Council had originally desired to continue the same grass landscaping that Clinton City (the lead city of the project) was requiring on its portion, but with the drought and various initiatives to conserve water happening, Clinton City is now giving residents the choice of either grass or rock landscaping in their park strips. He expects that the comments made will be in favor of the Council also giving residents on the West Point portion of the project the same choice.

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL September 21st, 2021

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 September 21, 2021 at 7:00 PM with Mayor Erik Craythorne presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID #850 3623 6414 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Annette Judd, Council Member Gary Petersen, and Council Member Andy Dawson

EXCUSED: Council Member Kent Henderson and Council Member Jerry Chatterton

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

VISITORS PRESENT: Brian Vincent, Alex Yoder, Michele Swenson, Wendy Snounou, Deanna Davis, Smaih Snounou, Have Haines, Janet Courtney, Brad Mortensen, Steven Richardson, Jade Matkin, and Jackie Carman
No sign-in required for online attendees.

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

Council Member Judd – none

Council Member Petersen – none

Council Member Dawson – As the Board Chair of the North Davis Sewer District, Council Member Dawson stated that he was able to participate in the ribbon cutting of the new pipeline project, which is going to be the longest and biggest pipeline in the State of Utah made of this particular type of material called H2PE. The project will take about 18 months to complete and will enable the system to meet all of the standards put in place by the EPA and the “Clean Water in America Act.” The effluent water from the current system is deposited into the Farmington Bay side of the Great Salt Lake, which is decreasing in salinity and not eliminating the harmful algae and other bacteria from contaminating the water as effectively as it is supposed to. The Act requires that the amount of these types of bacteria in effluent wastewater be decreased, and so this pipeline will run to the other side of the causeway and flow into Gilbert Bay, which is very high in salinity. The NDSD will be able to save hundreds of millions of dollars in infrastructure by having these bacteria eliminated by the natural salinity in Gilbert Bay rather than through an extensive treatment process. The H2PE material allows for several hundred feet of the pipeline to be installed at one time and crews have been doing a great job and really progressing on the project. Council Member Dawson stated that he is proud of the decision that the District made to do this project because of the massive amount of money that will be saved in not having to update the current treatment system.

Mayor Craythorne – In the last Council of Governments’ meeting, there was a presentation by John Bergrin about land and water use. The Mayor stated that the information shared was really interesting and introduced a different idea of how to consider density and zoning of an area based on water availability/capacity rather than solely considering what the best use for the land might be. He has requested a copy of the presentation to share with the Council and would like to have future discussions on ways to be more water cognizant when making land use decisions.

The Mayor also stated that at the UTA Advisory Council's last meeting (which he serves on as the representative for Davis County), the ridership statistics for the past few years were presented, showing that ridership is down about 59% from pre-Covid rates (2019 and previous). While the rate is slowly increasing, there is still a huge deficit in riders. In its last Legislative Session, the State Legislature appropriated about \$400 million to UTA for the "Front Runner Forward" project, which will double track portions of the Front Runner routes and also create express trains that will help riders get into Salt Lake quicker than having to get off/on at multiple stops. This project is currently in the planning stages but should start to take shape in 2023 and into 2024.

5. Communications from Staff

Mr. Laws stated that the Complete Cemetery Cleaning will take place on Thursday, October 7th and reminded residents and cemetery patrons to remove all decorations they may have placed on their loved ones' plots prior to that date. Signs and banners have been placed to notify residents and it has also been in the newsletter and on the City website.

The 9/11 Day of Service project at Loy Blake Park went really well, with a good turnout of volunteers and all of the new woodchips for the playground were able to be placed and spread out.

6. Citizen Comment

Wendy Snounou - 2643 W 800 N: In regards to the 800 N road reconstruction project, Ms. Snounou stated that the residents along this portion of 800 N received flyers when the project first started stating that they would be contacted in regards to the landscape preferences for the mow strips. However, when she noticed drainage boxes being installed in her mow strip, she began asking questions and was told that residents do not get an option and that grass was being installed to have continuity in the mow strips along the road. She stated that the widths of the mow strip vary from home to home and so there already is a lack of 'continuity' in the mow strips, but there also is a major drought right now and residents would like to have the choice of decorative rock instead of grass. There has also been no communication about street lights and where they will be placed, and residents are frustrated that they have been "left out" and not kept informed.

Mayor Craythorne stated that the City has been given information on street lights and their locations, and he would email that information to her to pass on.

Janet Courtney – 2629 W 800 N: Ms. Courtney stated that she has had decorative rock in the space between her fence and the road before the project began, and now that a sidewalk has been installed, she would like to continue that decorative rock in the mowstrip so that it is the same on both sides of the sidewalk. She stated that she has already paid to have the rock installed, even though it is not property she owns, and she would like to know if the rock is even going to be allowed now and if so, if she would be reimbursed the cost the City would have paid for her section. She also agrees that with the current drought and the fact that we live in a desert, Utah is not a place to be planting more grass than is really necessary. She thinks that residents should have the choice of the landscaping of the mow strips, especially as they are the ones that have to maintain it.

Mayor Craythorne noted that while a portion of this project is in West Point, Clinton is the lead city on the project and has been the ones working with the contractors and sending information. The City did have some input and involvement, but does not have as much information as it normally would on a project. He directed Staff to contact Clinton City to get the relevant information for the meeting so that a decision on the mow strip landscaping can be made by the City Council.

7. Update from President Brad Mortensen of Weber State University

Mayor Craythorne welcomed President Mortensen and thanked him for coming to the meeting. President Mortensen stated that he has served in his role for about 2 ½ years now and one of the things he has been tasked with by the University's Board of Trustees is to make sure that the surrounding communities are informed and kept up-to-date on what Weber State and its students are accomplishing. He stated that he is pleased to be joined at the meeting by Steven Richardson, Director of Strategic Initiatives, as well as two outstanding students that are members of the Weber State Presidential Leadership Fellows Program and who happen to both be West Point residents. He noted that there are only 15 Leadership Fellows for the entire academic year and so West Point is very well represented. President Mortensen stated that the University's joint project with UTA that is happening right now is going to be an "unbelievable" project for WSU, helping students get to and from campus and eliminate traffic congestion and parking problems.

Earlier this year, a national group ranked over 2,000 public and private colleges and universities across the country to try and provide information to parents and students to be able to make the right choice on which school to attend. Among other things,

the group looked at affordability and the return on investment and ranked Weber State at number 19 from that list of 2,000. WSU was the only higher education institution in the State of Utah to be ranked in the top 50 and the school is proud to be able to provide outstanding education that sets students on their way to succeed professionally at a very affordable price. This is something that he is committed to maintaining as the University continues to expand the academic programs it offers. He also stated that US News and World Report ranked WSU as the best school in the State for an engineering degree, which is a program growing very rapidly, along with computer science, to try and meet the needs of Hill Air Force Base. It also ranked the school as the second-best place for health professions and nursing degrees, and a new Masters of Social Work program will be offered this fall to help students meet the demands in our community. The first class of doctoral students also graduated last spring, each with a Doctorate of Nursing Practice, and a new Physician's Assistant degree program will hopefully be ready to offer in January of 2023. He hopes that this is all reflective of WSU's desire to offer programs that meet the needs of the community while continuing the legacy of affordable education.

President Mortensen introduced Jade Matkin and Alex Yoeder, Leadership Fellows, who each addressed the Council:

Ms. Atkin stated that she is a Junior at WSU and has been attending the school since Fall of 2019. She plans to major in Family Studies with a minor in Communications. She stated that she chose Weber State because her mom was a student there when she was a young child and she loved the campus and decided then that this is where she wanted to go. The school has been a great opportunity, allowing her to be a part of her community and close to family while still being able to go to school. She noted that she is also currently service is Miss West Point, and has lived in the City since she was 14. She looks forward to finishing her degree at Weber State by next summer.

Mr. Yoder stated that he is also a Junior at Weber State and attending since Fall of 2019. He plans to graduate with a major in Political Science and a minor in Communications. He stated that he hadn't always planned on going to WSU, where his dad is actually a professor, but eventually decided it was the right choice after considering the tuition costs of other schools. It has been a great experience for him, and allowed him the opportunity for an internship with the Utah State Legislature, which he recently completed. He stated that he is extremely grateful for Weber State and hopes to work in local government after graduating.

The Council commended the two students for their accomplishments and goals and for making West Point proud. They also thanked President Mortensen for the update and the great work that he is doing.

8. Appointment of Jackie Carman as Director of the Miss West Point and Miss Junior West Point Scholarship Pageant – Mayor Erik Craythorne

Mayor Craythorne stated that Jackie Carman has volunteered to fill the role of Pageant Director and expressed his appreciation to her for offering to take on this responsibility. He feels that she will do a fantastic job and was excited to introduce her to the Council. Mrs. Carman stated that her family moved to West Point when she was about five years old, and although she moved to Ogden while she was earning her degree in Nursing from Weber State, moved back to West Point with her husband because they love it here. She was also Miss West Point in 2014, and in the Royalty for several years previously, and expressed her appreciation to the Council for the scholarship money she received that enabled her to attend WSU and earn her degree.

Mayor Craythorne stated that the Pageant "could not be in better hands" with Mrs. Carman as the Director and the City is so appreciative of her taking on this role. He encouraged her to find some good people to serve on the Pageant Committee that she can delegate to and help share some of the workload. The Council echoed their appreciation and for volunteering her time and energy to this program that will benefit participants for many years to come.

Council Member Dawson motioned to appoint Jackie Carman as the Director of the Miss West Point and Miss Junior West Point Scholarship Pageant

Council Member Judd seconded the motion

The Council unanimously agreed

9. Consideration of Approval of the August 3rd, 2021 West Point City Council Meeting Minutes

The draft minutes were not available at this time and no action was taken.

10. Consideration of Approval of Ordinance No. 09-21-2021A, Amending Title 12, Section 12.15 of the West Point City Code Regarding Cemetery Regulations – Ms. Casey Arnold & Mr. Paul Rochell

Ms. Arnold stated that the proposed amendments to the City's current cemetery regulations were discussed with the Council at the last meeting, and provided a summary of the proposed changes:

Over the past few years, there has been a notable increase in the amount of decorations and items being placed on burial spaces that are in violation of the current cemetery ordinances, or are of the type that are not currently addressed but are still interfering with landscape maintenance, intruding onto other plot spaces, and/or are quickly becoming unsightly and turning into trash. With that, Staff felt that it would be a good idea to review the City's current ordinances to see what could be better enforced and what could possibly be added to help reduce these kinds of problems. During that review, there were some other areas in the cemetery code that Staff would like to update as well, and also rearrange how the sections are organized.

The proposed amendments to the code are related to four different areas:

- Code Structure
- Cemetery Etiquette
- Interment Requirements & Regulations
- Decoration & Maintenance of Graves

Code Structure

In regards to the code structure, Ms. Arnold explained that the existing sections still reference ones that have been repealed, and there are others that could be combined, relocated, and/or re-titled in order to create a more organized layout where information can be easily found. The following is a table of the current code sections and proposed new sections:

<u>Current</u>	<u>Proposed</u>
12.15.010 Definitions.	<u>12.15.010 Definitions</u>
12.15.020 Cemetery name.	<u>12.15.020 Cemetery Name</u>
12.15.030 <i>Repealed.</i>	<u>12.15.030 Cemetery Hours</u>
12.15.040 Duties of city manager.	<u>12.15.040 General Cemetery Etiquette</u>
12.15.050 Interments.	<u>12.15.050 Duties of City Manager</u>
12.15.060 Disinterment.	<u>12.15.060 Fees & Charges</u>
12.15.070 Sale of burial rights.	<u>12.15.070 Capital Improvement Fund</u>
12.15.080 <i>Repealed.</i>	<u>12.15.080 Regulations Governing Access & Conduct</u>
12.15.090 Capital improvement fund.	<u>12.15.090 Sale of Burial Rights</u>
12.15.100 Monuments and markers.	<u>12.15.100 Interments</u>
12.15.110 Decoration of graves.	<u>12.15.110 Disinterment</u>
12.15.120 Cemetery hours.	<u>12.15.120 Monuments & Markers</u>
12.15.130 Traffic and safety regulations.	<u>12.15.130 Decoration and Maintenance of Graves</u>
12.15.140 Defacement or littering of cemetery.	
12.15.150 Animals in cemetery.	
12.15.160 Erecting of fences, or copings, or planting of trees, hedges, etc., prohibited.	
12.15.170 Fees and charges.	

Ms. Arnold noted that no sections were actually removed, besides those that have already been repealed, but just relocated or reorganized.

Cemetery Etiquette

In researching other surrounding cemetery codes, both public and private, many contained a section regarding a sort of code of conduct or acceptable behavior, and Staff would like to include a similar language in the City's code as well. While some of the language is already included in other sections of the code, the hope is that adding a sort of "overview" of acceptable behavior will reiterate how we want our cemetery to be treated. The proposed new section would be titled "General Cemetery Etiquette" and contain the following language:

12.15.040: General Cemetery Etiquette

All visitors shall follow all rules and regulations herein in and strive to assist in West Point City's goal of operating and maintaining a cemetery that is beautiful, dignified, and an appropriate final resting place for loved ones. Visitors are encouraged and expected to show proper respect for both the living and those interred by adhering to the following general guidelines:

- A. *Do not touch any monuments or gravestones without permission and do not remove any decorations or objects placed thereupon.*

- B. *Children are encouraged to visit the cemetery, but parents are advised to keep them nearby and not to let them play on any of the monuments. Teaching children to have respect for any cemetery is encouraged. While it is an important open space, a cemetery is not a playground and should not be treated as such.*
- C. *If a funeral is occurring, consider visiting at another time. Never block or impede funeral processions.*
- D. *Always strive to be respectful by keeping voices low and avoiding bad language; people may be within earshot seeking solace. Do not talk on a cell phone, as voices tend to carry in open spaces.*
- E. *No loud music shall be played, including while driving or parking in the Cemetery.*
- F. *Do not leave trash or other such items behind. Litter shows disrespect to those who come to visit the cemetery as well as to the cemetery officials striving to maintain the cleanliness of the cemetery.*
- G. *Dogs and other pets are prohibited.*
- H. *Report incidents of vandalism or theft to the police or to the cemetery administrator.*
- I. *When visiting the cemetery by car, follow the roadways, watch out for pedestrians and people who may not be paying attention, drive slowly, and remain off the grass. If the lane is narrow and another car approaches, offer to move your car until they can get through.*
- J. *As a general rule, it is best not to approach strangers, as they may prefer to be left alone within the peace of their surroundings; of course, it is perfectly acceptable to offer help to anyone who is seemingly in need.*

Interment Requirements & Regulations

In regards to interment regulations and requirements, Ms. Arnold stated that the current code requires that all caskets and urns to be interred are to be placed in a vault made of concrete, stone, or metal. Staff proposes that language be added to clarify that a metal vault must be made of 12-gauge metal or heavier. Staff also proposes adding language that infant caskets and urns may also be placed in vaults made of reinforced polyethylene material, which is considered to be just as strong and becoming more commonly used. Additionally, Staff proposes adding language that cremated remains that are placed in urns that are made of any of these materials and can be sealed not be required to be placed in a vault. With advances in how urns are made and in order to save on costs, it seems that people are moving away from traditional urns and instead opting for ones that can be sealed and are non-degradable, and so do not need to be protected by a cement vault. The proposed revisions also clarify the size of each plot and the vault size restrictions for easier reference and to have clear standards from which to base interment costs, which differ based upon whether a plot is half-size or full-size. Ms. Arnold noted that the code does already include language that allows for exceptions to these requirements as approved by the City Manager, and that would continue to be the case.

Decoration & Maintenance of Graves

Ms. Arnold stated that this topic was the main focus of Staff when reviewing the current code, because of how some headstones are currently being decorated and some of the items being placed and/or left on plots. Again, while the current cemetery code does have general restrictions in regards to decorations types, height, placement, etc., Staff proposes adding additional language and restrictions, applicable at all times, to clearly state what is and what is not permitted, where items can and cannot be placed in relation to the headstone or marker, how long certain items can be at the site before they must be removed/discarded, and reiterate that cemetery officials can remove items that are in violation or interfere with landscape maintenance at their discretion and without notice. These restrictions include things like shepherd's hooks must be placed within 2 inches of the mow strip and are limited to two per space, that in no case shall any decorations encroach on other plot space and must be placed within 2 inches of the mow strip (except for the two weeks following an interment), balloons must be removed after 48 hours, any food items (such as a birthday cake or bag of candy must be removed within 48 hours, and so on.

Ms. Arnold stated that Staff is also proposing the addition of a designated "mowing season", which is something that is not in the current City code, but is found in almost every other cemetery code that was researched. This proposed mowing season would be defined as the time between April 1st and October 1st of each year, during which additional restrictions would be in place. During this time, no decorations (including solar lights) would be allowed to be placed anywhere upon or outside of the mowstrip (excluding shepherd's hooks) and that no items may be placed on any secondary markers. Additionally, no fragile items shall be placed, even if they are on the actual headstone and not the mow strip. Should there be any item or decorations in violation, or if they interfere with landscape or maintenance, they may be removed and discarded by cemetery officials without notice. Further, the City will not be liable for damage to any such items. At the last meeting, the Council discussed whether the code should state that these items *will* be removed if they are in violation, regardless of whether they interfere with landscape maintenance, or only that they *may* be removed if they *do* interfere. The Council ultimately agreed that while restrictions are in place, they *can* be removed without notice, especially if they interfere with landscape maintenance. Ms. Arnold noted that the proposed language does include an exception to the mowing season restrictions for the two weeks following an interment. Additionally, pursuant to the Council's last discussion, an exception will also be allowed for the week before and the week after Memorial Day and Independence Day, which both occur during the mowing season. In recognition of these holidays, items are allowed to be placed on and directly next to the mow strip and upon the secondary markers.

Several pictures were then shown to the Council of current headstones in the cemetery that evidence why Staff would like to have clear and enforceable standards in the City's cemetery code. The pictures include examples of how far from the mow strip decorations and items are being placed, with some extending around the entire burial space, and the difficulty they cause in trying

to properly landscape and maintain the surrounding area. Ms. Arnold reiterated that no solar lights would be allowed at all during the mowing season, simply because of how easily they break and fall off the stakes when cemetery crews are trying to landscape around them. Ms. Arnold added that solar lights would still be allowed outside of the mowing season, but must be placed within 2 inches of the mow strip. She also confirmed for the Council that a complete cemetery cleaning would still continue to take place on the first Thursday in May and October.

In regards to how families and loved ones are informed about the cemetery regulations, Ms. Arnold stated that she gives out an informational packet that highlights some of the major items (such as cemetery fees, headstone size requirements, etc.) and also includes the complete code. Temporary signs will also be placed at the cemetery to give notice that the Code has been updated, which will include a QR Code that links to the full document and it will be posted on social media as well.

Council Member Dawson inquired as to whether perishable food items should be allowed to even be left at the cemetery, much less allowed to be there for 48 hours. Mr. Rochell stated that in reviewing other cemeteries' codes/regulations, 48 hours was a common standard. Council Member Dawson expressed his opinion that this would really be a standard for those actually maintaining the cemetery for when they can throw the items away, rather than telling patrons they need to come back and remove it within 48 hours. Mr. Laws agreed, stating that it just creates more work for staff if people know that they can leave it there because someone else will throw it away within a few days. Mayor Craythorne reasoned that if it did become a problem and caused too much work for staff, the code could always be amended to remove that 48-hour allowance.

The Mayor opened the item for public hearing.

a. Public Hearing

No comments.

Council Member Dawson motioned to close the public hearing
Council Member Petersen seconded the motion
The Council unanimously agreed

The Council decided that these proposed amendments were a good starting place to try and eliminate some of the current issues. If there are still found to be problems or modifications that could be made once the regulations are actually implemented, then they can be addressed at that point. The Council thanked Mr. Rochell and the Public Works Department for the great work that they do in maintaining the cemetery and the work that went into these revisions by Staff to try and keep the cemetery a beautiful part of the City.

b. Action

Council Member Petersen motioned to approve Ordinance No. 09-21-2021A
Council Member Dawson seconded the motion

Roll Call Vote:

Council Member Chatterton – Absent
Council Member Dawson – Aye
Council Member Petersen – Aye
Council Member Henderson- Absent
Council Member Judd – Aye

The Council unanimously agreed

11. Motion to Adjourn the General Session

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

BRIAN VINCENT, MAYOR

January 18th, 2022

CASEY ARNOLD, CITY RECORDER

January 18th, 2022

DRAFT

RESOLUTION NO. 01-18-2022A

**A RESOLUTION APPOINTING WEST POINT CITY
COUNCIL MEMBERS TO SERVE ON LOCAL
DISTRICT BOARDS OF TRUSTEES AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of West Point City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that under UCA §17B-1-204, it may appoint persons to serve as members of a local district board; and

WHEREAS, the West Point City Council desires to appoint Council Member ** to a two-year term as a member of the North Davis Sewer District Board of Trustees effective January 1, 2022.

WHEREAS, the West Point City Council desires to appoint Council Member ** to a two-year term as a member of the North Davis Fire District Board of Trustees effective January 1, 2022.

WHEREAS, the West Point City Council desires to appoint Council Member ** to a two-year term as a member of the Mosquito Abatement District Davis Board of Trustees effective January 1, 2022.

WHEREAS, the West Point City Council desires to appoint Council Member ** to a two-year term as a member of the Wasatch Integrated Waste Management District Board of Trustees effective January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the West Point City Council to hereby appoint City Council Members to serve two-year terms on the Board of Trustees of the North Davis Sewer District, North Davis Fire District, Mosquito Abatement District Davis, and the Wasatch Integrated Waste Management District effective January 1, 2022 as follows:

North Davis Sewer District:

Council Member **

North Davis Fire District:

Council Member **

Mosquito Abatement District Davis:

Council Member **

Wasatch Integrated Waste Management District:

Council Member **

PASSED AND ADOPTED this 18th day of January, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT



Subject: Interlocal Agreement – Storm Water Coalition
Author: Boyd Davis
Department: Engineering
Meeting Date: January 18, 2022

Background

The Davis County Storm Water Coalition is a group formed by the 15 communities in the County to collectively accomplish requirements of the National Pollutant Discharge Elimination System (NPDES) as set forth by the Environmental Protection Agency (EPA). The purpose of the program is to educate the public and create policies that are aimed at eliminating sources of pollution found in storm water runoff.

Every city is required by the federal government to create a storm water management plan and obtain a permit that covers all storm water activities within the city. The permit allows several communities to collaborate in their efforts if there is the possibility to do so. The cities in Davis County decided that it would be beneficial to work together on many of the permit requirements and thus the Davis County Storm Water Coalition was formed.

Analysis

The Coalition was originally formed in 2003 by an inter-local agreement and has been renewed every 5 years. Although the agreement has expired, the group has continued to function and perform the duties agreed upon because it has been beneficial, thus the agreement should be renewed. The new agreement would take effect immediately and expire in 2026. The timing of this renewal also coincides with new revisions to the permit by the EPA which make the agreement necessary.

The Interlocal Agreement has two main purposes; first, to set forth the activities that the cities agree to jointly implement, and second, to agree to share the costs of the various activities. The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2022 will be \$1,815. This has been budgeted each year in the storm water fund.

The activities coordinated by the Coalition consist mainly of educational and training materials and opportunities. For example, the Coalition contributes to TV commercials aimed at pollution prevention and also offers training classes to teach contractors how to prevent pollution entering the storm drains from construction sites.

Recommendation

Staff recommends approval of Resolution 01-18-2022D approving the Interlocal Cooperation Agreement.

Significant Impacts

The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2022 will be \$1,815. This has been budgeted each year in the storm water fund.

Attachments

Resolution 01-18-2022D

Interlocal Agreement

RESOLUTION NO. 01-18-2022D

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN WEST POINT CITY AND THE
DAVIS COUNTY STORM WATER COALITION**

WHEREAS, West Point has been a member of the Davis County Storm Water Coalition since 2002; and

WHEREAS, The Davis County Storm Water Coalition is a group formed by 15 Cities in Davis County; and

WHEREAS, and interlocal cooperative agreement has been prepared, which outlines the responsibilities of each party and a methodology for sharing the costs of the Coalition.

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

1. The Interlocal Cooperative 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 January, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**2021 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this ____ day of ____, 2021, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are “public agencies” and are authorized and to comply with the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Institutions, industrial and commercial facilities
 - iii. Developers and contractors (construction)
 - iv. Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel
 - ii. Create partnerships
 - iii. Obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote model ordinances, updates and standards that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- f. Jointly participate to develop draft Standard Operating Procedures
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2026) and for an additional 120 days from the effective date of the renewal of the Permit by the Division.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF WEST POINT

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

CITY COUNCIL STAFF REPORT



Subject: Discussion and consideration of a contract for a Market Analysis and Small Area Plan

Author: Bryn MacDonald

Department: Community Development

Meeting Date: January 18, 2022

Background

The City recently issued a Request for Proposals (RFP) for a Market Analysis and Small Area Plan for the new interchange of the West Davis Corridor and SR-193. We received three proposals in response to the RFP. After review and consideration, we have chosen Zions Public Finance, Inc., to complete the Market Analysis and Small Area Plan.

Analysis

We received three proposals for the Market Analysis and Small Area Plan. Those proposals came from Zions Bank Public Finance, Lewis Young Robertson & Burningham, and GSBS Consultants. All of the applicants were strong candidates and submitted good proposals. Several staff and Council members reviewed the proposals. After our review, we have determined that Zions Public Finance, Inc., should be chosen to complete the Market Analysis and Small Area Plan.

The contract states the final price is \$47,260. The market analysis and small area plan process will begin as soon as possible after the contract is approved.

Recommendation

Staff recommends approval of the contract with Zions Public Finance, Inc., for the market analysis and small area plan for the interchange of the West Davis Corridor and SR-193.

Significant Impacts

N/A

Attachments

Contract

Consulting Services Agreement

THIS CONSULTING AGREEMENT (this “*Agreement*”) is made effective this ___ day of January, 2022 (the “*Effective Date*”) by **WEST POINT CITY**, a Utah municipality whose address is 3200 W 300 N, West Point, UT 84015 (“*City*”), and by **ZIONS PUBLIC FINANCE, INC.**, a wholly-owned subsidiary of Zions Bancorporation, N.A., whose address is One South Main Street, 18th Floor, Salt Lake City, UT 84133 (“*Consultant*”). City and Consultant are sometimes collectively referred to herein as the “*parties*,” and each individually as a “*party*.”

The City desires to retain Consultant, and Consultant desires to be retained by City, to perform consulting services described on Exhibit “A,” which is incorporated by this reference, in accordance with the terms of this Agreement.

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

1. **Scope of Services.** Consultant shall complete the services described on Exhibit “A,” referred to as “Scope of Services” or the “Services in a manner outlined on Exhibit “A” and such other services as may be mutually agreed to between the parties in writing; and Consultant shall provide the deliverables identified in this Agreement, together with such other documentation and deliverables as City reasonably may request for compensation and upon other terms set forth herein.
2. **Performance of Services; City Cooperation.** Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant’s offices and other mutually-agreeable places. City will designate a representative of City to act as Consultant’s point of contact with respect to the Services and provide to Consultant access to all information in the City’s possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City’s delay in providing required information.
3. **Compensation; Invoices; Remittance.** For satisfactory performance, City shall pay to Consultant a fee of FORTY-SEVEN THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$47,260.00) and such other compensation as may be agreed to in writing between the parties. Consultant shall invoice City for the Services performed upon completion. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City. Any questions or objections by City concerning Consultant’s charges under an invoice shall be submitted within fifteen days after City’s receipt of the subject invoice. All undisputed invoiced amounts due for Services performed shall be paid by City within thirty days after City’s receipt of the subject invoice. If payment is not remitted to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent per annum from and after the date the remittance is due and payable.
4. **Change in Level of Services.** City shall be freely entitled to modify (increase or decrease) the level of the Services by providing at least ten days’ prior written notice to Consultant of such change. Consultant’s compensation shall be reasonably modified in connection and consistent with any such change.
5. **Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services and deliverables hereunder. Notwithstanding the foregoing, Consultant may terminate this Agreement upon fifteen days prior written notice to City if the City is in material breach of the provisions of this Agreement and fails to cure such breach within thirty days. City may terminate this Agreement (including the Services), or any part hereof, at any time with or without cause upon fifteen days prior written notice to Consultant. Upon any termination by Consultant or City pursuant to this Section, City shall promptly pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

6. **Nondisclosure; Conflict of Interest.** Consultant shall not divulge to third parties without City's prior written consent any non-public information obtained from or through City in connection with the performance of this Agreement and shall safeguard the same to the same extent as Consultant safeguards the confidentiality of its own confidential information. Unless waived by City, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure.

7. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances in performance of its duties and obligations under this Agreement.

8. **Patent and Copyright.** If Consultant's employees, officers, agents, or subcontractors in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like, such innovation shall be the property of Consultant, but (b) upon the City's written request, Consultant shall grant the City a license or similar right to use the innovation for so long as City reasonably desires.

9. **Subcontracts.** Except for those subcontractors which are specified in Consultant's proposal, Consultant shall not award any work to any subcontractor without City's prior written approval. Consultant shall be responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

10. **Indemnification.**

(a) Consultant shall indemnify and hold harmless City and City's elected and appointed officers, employees, successors and assigns ("City Parties"), from any and all of any of City Parties' actual losses, damages, deficiencies, penalties or fines ("Losses"), directly related to the willful breach by Consultant of its obligations under this Agreement or grossly negligent acts or omissions of Consultant hereunder unless and to the extent such Losses are caused by, or arise from Consultant's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the City Parties.

(b) City shall indemnify and hold harmless Consultant, its affiliates and each of their respective directors, officers, employees and subcontractors ("Consultant Parties") from any and all of any of Consultant Parties' Losses directly related to the willful breach by City of its obligations under this Agreement or the grossly negligent acts or omissions of the City hereunder, unless and to the extent such Losses are caused by, or arise from the City's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the Consultant Parties.

11. **Insurance.** Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with reasonable requirements provided by City to Consultant.

12. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any work that City reasonably deems unsatisfactory given the scope and description of Services and Deliverables in this Agreement.

13. **Notice.** Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed to have been received upon actual receipt thereof, or within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: ZIONS PUBLIC FINANCE, INC
Attn: Heather Upshaw
One South Main Street, 18th Floor
Salt Lake City, UT 84133

WEST POINT CITY
Attn: Bryn MacDonald
3200 W 300 N
West Point, UT 84015

14. **Conflicts.** In the event of inconsistencies within or between this Agreement and applicable legal requirements, applicable legal requirements shall prevail.

15. **Additional Provisions.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties. Time is of the essence hereof. No failure by any party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of its rights. In the event that any provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. Neither party shall assign this Agreement, or any part thereof, without the other party's prior written consent. Any attempted assignment in violation of this Section shall be void from its inception. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. By signing below, each party represent that it has proper authority to enter into this Agreement.

DATED effective the date first-above written.

CONSULTANT:

ZIONS PUBLIC FINANCE, INC., a wholly-owned subsidiary of Zions Bancorporation, N.A.

By: _____
Heather Upshaw, Vice President

CITY:

ATTEST

WEST POINT CITY

By: _____
_____, _____

Exhibit “A” to Consulting Services Agreement

A. Analysis of the Current Property Conditions

ZPFI will analyze the area surrounding approximately 700 South and 4000 West to determine the appropriate size and scale of the study area. The analysis will include current conditions including, but not limited to, land use patterns, infrastructure capabilities, environmental issues or concerns, topography, historic character, etc. During this analysis ZPFI will meet with local property owners and other interested stakeholders to determine participation levels during the study.

B. Transportation Improvements

Avenue Consultants led the SR-193 State Environmental Study which was completed in 2019. This project experience will provide support regarding the timing of the construction of SR-193 and the West Davis Corridor. This expertise will also be valuable when looking at the property conditions.

We are familiar with recent traffic counts and have access to the latest future traffic forecasts.

Our team will provide further analysis to determine the future access to the subject property. In addition, our analysis will include forecasts and modeling, which will support the project with reliable data and land use strategies.

C. Create an Analysis of Current Market Conditions

The market analysis will evaluate key commercial sites based on existing and projected traffic counts, buying power within varying radiuses, availability of vacant land at key sites, visibility and accessibility, and neighboring uses and development. Our analysis will show what uses are likely to be developed given market conditions in comparison to those uses that would most benefit the City.

A highest-and-best-use analysis can be considered from three perspectives:

Highest and best use to the developer. This scenario considers the greatest return to the land, and has historically been all that has been considered by most municipalities;

Highest and best use to the City (fiscal) such as property and sales tax revenues; and

Highest and best use to the citizens. This scenario is often less quantitative and relies upon feedback from citizens of what amenities are lacking in the area.

Our analysis will evaluate all three scenarios and clearly show current conditions for retail, office, hospitality, business park, industrial, flex office and residential markets.

Key inputs for a highest-and-best use analysis include available areas, retail sales volumes on a per square foot and per acre basis, vacancy rates, achievable rental rates, required investment parameters, construction costs for each use type, and land values.

Our analysis will show the fiscal impacts received from all uses in the various economic nodes and districts, thereby allowing for an important comparison to proposed, highest and best use conclusions and their impact on city revenues.

D. Small Area Plan

ZPFI and team will perform an analysis of West Point’s current General Plan and applicable zoning ordinance provisions, as it relates to the data and information obtained from the market analysis for the area. The team will prepare recommendations regarding any possible General Plan updates that may be needed, evaluate the

appropriateness of existing zoning districts already in West Point's zoning ordinance, or if new districts are necessary to implement the Small Area Plan more effectively.

The team will then prepare a vision for the small area plan project area. During this scenario planning, our team will prepare a series of three (3) conceptual site development plans, ultimately refining them to a singular vision for the final site plan for the small area plan project area. Our team will build upon the previous plan elements, specifically the market analysis, to help drive a market driven and realistic vision for this area that will have both economic and civic improvements to the community.

We will prepare a small area plan that will reflect how the area can grow, change, and adapt in a balanced and phased manner over the next twenty (20) years. The plan will be conceptualized and developed in a context sensitive and 3-dimensional manner. We will review the impact of our strategies in terms of achieving the intent of the vision and community aspirations. The team will prepare both illustrations and textual narratives to succinctly outline the results of the small area plan.

CITY COUNCIL STAFF REPORT



Subject: Warranty – Sunview Phase 1

Author: Boyd Davis

Department: Engineering

Meeting Date: January 18, 2022

Background

The Sunview Subdivision Phase 1 is located at 1100 N 5000 W. This subdivision was placed on warranty on December 1, 2020 and has now 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 in anticipation of the end of the warranty period. A punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. All the items listed on the punch list have been completed.

Recommendation

Staff recommends that the Sunview Subdivision Phase 1 be removed from warranty.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: Warranty – Bannock 2

Author: Boyd Davis

Department: Engineering

Meeting Date: January 18, 2022

Background

The Bannock Subdivision Phase 2 is located at 650 S Cold Springs Rd. This subdivision was placed on warranty on September 9, 2020 and has now 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 in anticipation of the end of the warranty period. A punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. All the items listed on the punch list have been completed.

Recommendation

Staff recommends that the Bannock Subdivision Phase 2 be removed from warranty.

Significant Impacts

None

Attachments

None