



3200 W 300 N, West Point, UT 84015
801.776.0970

**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
March 15th, 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/86206515280> or
- Connect via Telephone: Dial 1(669) 900-6833 and enter **Meeting ID:** 862 0651 5280

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 – March 15, 2022 City Council Meeting"
- Email Body: **Must** include First & Last Name and Address and a succinct statement of your comment.

ADMINISTRATIVE SESSION

6:30 PM – OPEN TO THE PUBLIC

1. Discussion Regarding Water Share Calculations – Mr. Boyd Davis [pg. 3](#)
2. 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. Recognition of the West Point City Youth Council Essay Contest Winners – Mayor Brian Vincent
8. Consideration of Approval of the Minutes from the October 19th, 2021 West Point City Council Meeting [pg. 28](#)
9. Consideration of Approval of Resolution No. 03-15-2022A, Approving an Interlocal Cooperation Transportation Project Reimbursement Agreement Between West Point City and Davis County – Mr. Boyd Davis [pg. 5](#)
10. Consideration of Approval of Resolution No. 03-15-2022B, Approving a Contract with Ace Recycling and Disposal for Waste Collection Services – Mr. Ryan Harvey [pg. 14](#)
11. Consideration of Approval of the Final Plat for Phase 3 of the Sunview Estates Subdivision – Mrs. Bryn MacDonald [pg. 24](#)
12. Motion to Adjourn the General Session

**Posted this 11th day of March, 2022
UPDATED MARCH 15th, 2022**



CASEY ARNOLD, CITY RECORDER



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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23	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
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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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
15	City Council - 6 PM
21	Senior Lunch - 11:30 AM
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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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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NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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
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19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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

CITY COUNCIL STAFF REPORT



Subject: Water Share Calculations

Author: Boyd Davis

Department: Engineering

Meeting Date: March 15, 2022

Background

West Point City has required developments to submit water shares since circa 2006, when the tri-lateral agreement was established with D&W, Weber Basin, and West Point. As part of that agreement the City agreed to exact water from each development. At that time, we established a simple rule requiring 3 Acre-Feet of water for every acre of development. That has worked well over the years and has been a simple and consistent standard to follow. However, as the density of developments varies, that amount no longer fits all developments and in many cases we are exacting much more water than is necessary. For this reason, Staff would like to discuss a possible change to the code.

Analysis

The standard of 3 AF/acre was based upon an average sized single-family lot in West Point City in 2006. We now have several townhouse projects and commercial projects that don't fit that same standard. Staff would like to propose a change to that standard to base the amount of water on the actual irrigated area on projects such as townhouses, apartments, PRUDs, etc. For single family homes staff proposes that we follow the standard used by D&W where they assume the irrigated area will be the size of the lot minus 2,500 sq ft., which is the assumed hard surface area (i.e rooftop, driveway, patios, etc.)

For culinary water, staff proposes that the amount of water required be based on the state standard for various household sizes, i.e. 400 gal/connection/day for single family homes.

Staff proposes the following change to the code:

g. Due to the need of providing secondary and culinary water for subdivision development, the subdivider shall convey or otherwise make available to West Point City or its designee water rights that are usable by and acceptable to West Point City ~~to provide a minimum of three acre feet (a.f.) of water annually during normal water years, for each acre or part thereof within the subdivision, to be distributed for secondary and culinary water uses. One-third of the water will be used for culinary purposes and the remaining two-thirds will be used for secondary water. In those areas, outside of the West Point City Water System water shares will only be collected for secondary water uses.~~

h. The amount of water required and the methodology for calculating the amount of water required may be adjusted by resolution adopted by the West Point City council from time to time.

If the Council is in favor of this change, then an ordinance will be prepared and forwarded to the Planning Commission for their recommendation. Once the ordinance is approved by the Council, a resolution will be prepared to set the new standard.

Recommendation

No action required. This is for discussion purposes only.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: Davis County Grant for 300 North Road Project
Author: Boyd Davis
Department: Engineering
Meeting Date: March 15, 2022

Background

The City Staff has been working on several grant applications for the reconstruction and widening of 300 North from 2000 W to 4000 W. We have been fortunate enough to receive a grant from Davis County for \$3,000,000. The County is asking the City to enter into an interlocal agreement to officially award the funds to West Point. Once approved, we will have two years to commence the project.

Analysis

The agreement states that Davis County will reimburse the city for 80% of the project costs, up to a maximum of \$3,000,000. West Point must contribute 20%, up to a maximum of \$750,000. Fortunately, the City also received a grant from the Wasatch Front Regional Council for the same project and the two grants can be used as matching funds for each other. West Point City will be responsible to plan, design, and construct the road project using our own funds and then request reimbursement from the County, but reimbursements can be done periodically throughout the project.

The agreement also gives other requirements that the city must abide by, such as following APWA standards for design, and commencing the project within two years. All the stipulations in the agreement seem reasonable to Staff. The agreement will also be reviewed by the City Attorney.

We are proposing that we begin the design work this year and start construction the following year. We will go as far as we can with the Davis County funds and then continue when the WFRC grant money comes available.

At the last meeting a concern was raised with the language in the agreement that said the project must be “completed” within two years. The County has agreed to remove that language and simply state that the project must “commence” within two years. The design work will count as commencing the work. They will have an updated agreement to us before the Council Meeting.

Recommendation

Staff recommends approval of Resolution 03-15-2022A, accepting the grant from Davis County and authorizing the Mayor to sign the agreement.

Significant Impacts

None

Attachments

Resolution 03-15-2022A
Agreement

RESOLUTION NO. 03-15-2022A

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT
BETWEEN WEST POINT CITY AND DAVIS COUNTY**

WHEREAS, West Point City, on or about August 31, 2021, submitted a Davis County Funding Application to the County for the 300 North Widening project; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application; and

WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of the Agreement; and

WHEREAS, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the Interlocal Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

PASSED AND ADOPTED this 15th Day of March, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into 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 or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about June 17, 2021, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2021 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about August 31, 2021, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the West Point 300 North road widening (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on November 17, 2021 and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on November 23, 2021; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

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

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence ~~and complete all material aspects of~~ the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project; and

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$3,000,000 only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

<u>To the City:</u> West Point City Attention: Kyle Laws 3200 W. 300 N. West Point City, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, 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*.

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

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

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

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

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

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

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

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

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

WEST POINT CITY

Mayor

Dated: _____

ATTEST:

West Point City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Point City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division

Dated: _____

CITY COUNCIL STAFF REPORT



Subject: Garbage Contract
Author: Ryan Harvey
Department: Administrative Services
Meeting Date: March 15, 2022

Background

The Contract that the City had with Econo Waste expired this month. With Econo Waste indicating that their prices would be much higher, the City sent out an RFP for Waste, Recycling, and Green Waste Services.

Analysis

Staff sent out an RFP for Waste, Recycling, and Green Waste Services on February 4, 2022. We received two bids - one from Econo Waste, our current hauler, and another from ACE Recycling and Disposal. At the March 1, 2022 meeting, the Council awarded the bid to ACE. The following summarizes some of the highlights of the contract:

1. Rates for the different types of cans:
 - a. 1st Black Can: \$5.27 per can
 - b. 2nd Black Can: \$1.50 per can
 - c. Green Can: \$3.31 per can
 - d. Blue Can: \$4.29 per can
2. Annual Cost of Living Adjustment
3. ACE will provide the blue cans to the City for the duration of the contract, and they become property of the City after the 5 years.
4. Same pickup days as the current hauler

Staff recommends approval of a contract for 5 years, 3 months (to align with our Fiscal Year) beginning on April 1, 2022 and ending on June 30, 2027.

Recommendation

Approve of the Resolution authorizing the City Manager to enter into a contract with ACE Recycling and Disposal.

Significant Impacts

Rates are higher than the previous contract at a rate of \$6,000 per month, or \$72,000 per year. The previous price that the City was paying was \$29,000 per month, while this new contract will be \$35,000 per month.

Attachments

Contract between ACE and West Point City

Resolution for a Contract between ACE and West Point City

RESOLUTION NO. 03-15-2022B

**A RESOLUTION AUTHORIZING A CONTRACT WITH ACE RECYCLING AND DISPOSAL
FOR WASTE, RECYCLING AND GREEN WASTE SERVICES**

WHEREAS, West Point City created and sent out a Request for Proposals (RFP) for Waste, Recycling and Green Waste services on February 4, 2022; and

WHEREAS, West Point City received two proposals for Waste, Recycling and Green Waste services – one from Econo Waste and one from ACE Recycling and Disposal; and

WHEREAS, West Point City put together a committee to analyze the proposals based on the criteria outlined in the RFP; and

WHEREAS, after reviewing the proposals the committee recommends that the West Point City Council approve a contract with ACE Recycling and Disposal for Waste, Recycling and Green Waste services from a period of 5 years, 3 months beginning April 1, 2022 and ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City that the City Manager is authorized to enter into a contract with ACE Recycling and Disposal for Waste, Recycling and Green Waste services for West Point City.

PASSED AND ADOPTED this 15th day of March, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

West Point City Automated Garbage and Recycling Collection and Disposal Agreement

This agreement made and executed this 15th day of March, 2022, by and between West Point City, hereinafter referred to as "City", a municipal corporation of the State of Utah and ACE Recycling and Disposal, hereinafter referred to as "Collector."

In consideration of the mutual promise contained hereafter the parties agree as follows:

1. **SERVICE** - Collector hereby agrees to collect and dispose of all garbage, recycling, and green waste from residences and businesses in the City upon the following terms and conditions:
 - A. Collection of trash and green waste to be on a regular weekly basis.
 - B. Collection of general recycling to be on an every other week basis, on the same day of the week as regular collection.
 - C. The Collector will provide, maintain, and replace blue, 90 gallon containers to be used for general recycling.
 - D. The City will pay the fees based on the number of cans assigned to each residence, not the number of cans actually picked up by the Collector.
 - E. Residents' trash and recycling containers to be placed curbside by 6 a.m. on the collection day.
 - F. All garbage, single-stream recycle and green waste will be transported to the Wasatch Integrated Waste Facility, east of Hill Air Force Base, with the City being responsible for the tipping fees.
 - G. For a four-month period specified by the City each winter residents may use green waste containers to dispose of regular trash. Collector agrees to transport this waste to Wasatch Integrated Waste Facility and dispose of the materials as directed by the City and/or the Waste facility.
 - H. The trucks provided by the Collector shall be modern, sanitary, leak-proof, and suitable for automated collection of garbage.
 - I. Collector warrants and guarantees that it owns and employs the equipment and personnel necessary to collect and dispose of residential and business waste to the satisfaction of the City.
 - J. The Collector shall use care in the handling of garbage cans of West Point City residents and is responsible for paying for the replacements of those cans damaged by the Collector, its employees, agents, or contractors.
 - K. The Collector shall collect refuse, lawn trimmings, and weed cuttings weekly contained in automated containers.
 - L. The City shall encourage residents not to place dirt, rocks, sod, construction debris, automotive parts, or hazardous waste in automated containers. However, the Collector understands and acknowledges that the violation of this directive is the sole responsibility of the resident violating the directive.
2. **EMPLOYMENT**
 - A. Neither the Collector nor any of its contractors, employees, or agents may represent themselves as employees of West Point City. The Collector and its contractors, employees or agents are considered independent contractors.
 - B. The Collector shall employ and pay the salaries of its employees in accordance with all applicable federal and state of Utah laws.

- C. The Collector certifies that prior to performing any work hereunder it has complied with or will comply with the State of Utah Status Verification System, also known as E-verify, to verify the work eligibility of status of new employees in accordance with UCA Section 630-12-302.

1. INSURANCE

- A. The Collector shall provide the following minimum insurance requirements as stipulated in Exhibit A attached.
- B. The Collector further agrees to abide by all stipulations and requirements set forth in Exhibit A attached to this agreement.

4. COMPLIANCE WITH LAW

- A. The Collector agrees to fully comply with all current laws, regulations, and ordinances (federal, state, county, municipal) covering the performance of services defined in this agreement.
- B. The Collector agrees to consider recommendations from the City Manager or his/her designee.

5. FEES and PAYMENT

- A. Trash: City agrees to pay the Collector the sum of \$5.27 per month per residence for the first trash can and \$1.50 per month per residence for any additional trash can. Collector further guarantees these fees for the period covering the duration of the agreement as stipulated in Section 6 below.
- B. Green Waste Recycling: City agrees to pay the Collector the sum of \$3.31 per month per green waste recycling can.
- C. General Recycling: City agrees to pay the Collector the sum of \$4.29 per month per general recycling can. After the duration of the contract, the City will own the the recycling containers.
- D. An annual cost of living adjustment will be calculated each year using the U.S. Bureau of Labor Statistics, West Region.
- E. Collector shall invoice the City monthly for services provided. The amount due shall become payable to the Collector not more than 30 days after receipt of the invoice.
- F. It is the responsibility of the Collector to inform the City if at any time the City account becomes past due.

6. DURATION

- A. This agreement shall commence April 1, 2022 and continue for a period of five (5) years, 3 months.

- B. This agreement may be modified in writing via the mutual cooperation of both the City and the Collector. No changes or amendments shall be valid unless set forth in a written amendment to the Agreement.

7. DEFAULT

- A. Should either party default in any of the covenants or agreements contained herein, the parties agree to come to a resolution via the participation of a professional arbitrator or mediator.
- B. Should such become necessary to enforce the tenets of this agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, associated with the enforcement of this agreement.

8. ENTIRE AGREEMENT

- A. This agreement represents the entire agreement between the parties and may not be transferred or applied to any other situation, condition, or contractor.
- B. This agreement supersedes and replaces all previous agreements, whether verbal or written, between the City and Collector.

EXHIBIT A INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH WEST POINT CITY

SERVICE: Residential and Business Garbage Collection and Disposal April 1, 2022
DATE:

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Broad Form Commercial General Liability is required.
2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of Utah and Employer's Liability limits of \$100,000 per accident.
4. Performance Bond: \$300,000 limit.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles (5% limit) or self-insured retentions must be declared to and approved by West Point City. At the option of West Point City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respects West Point City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to West Point City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

- A. West Point City, its officers, officials, employees and volunteers are to be covered as named insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to West Point City, its officers, officials, employees or volunteers. The contracting party shall provide an endorsement to the policy to demonstrate compliance with this provision.
- B. The contracting party's insurance coverage shall be a primary insurance as respects West Point City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by West Point City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to West Point City, its officers, officials, employees or volunteers.
- D. The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- E. In addition to the insurance coverage provided for herein, the Collector shall indemnify and hold the City harmless for the amount of any judgment or other valid claim arising out of or in any way resulting from the negligence of Collector or its agents or employees which is not covered by insurance or which exceeds the amount of insurance coverage.

II. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against West Point City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for West Point City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party,

reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to West Point City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than B+: VIII, unless approved by the City Manager

F. VERIFICATION OF COVERAGE

Contracting party shall furnish West Point City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by West Point City before work commences. West Point City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written,

WEST POINT CITY CORPORATION

By: _____
Mayor Brian Vincent

Dated: _____

ACE RECYCLING AND DISPOSAL

By: _____

Dated: _____

ATTEST

By: _____
City Recorder Casey Arnold

Dated: _____

CITY COUNCIL STAFF REPORT

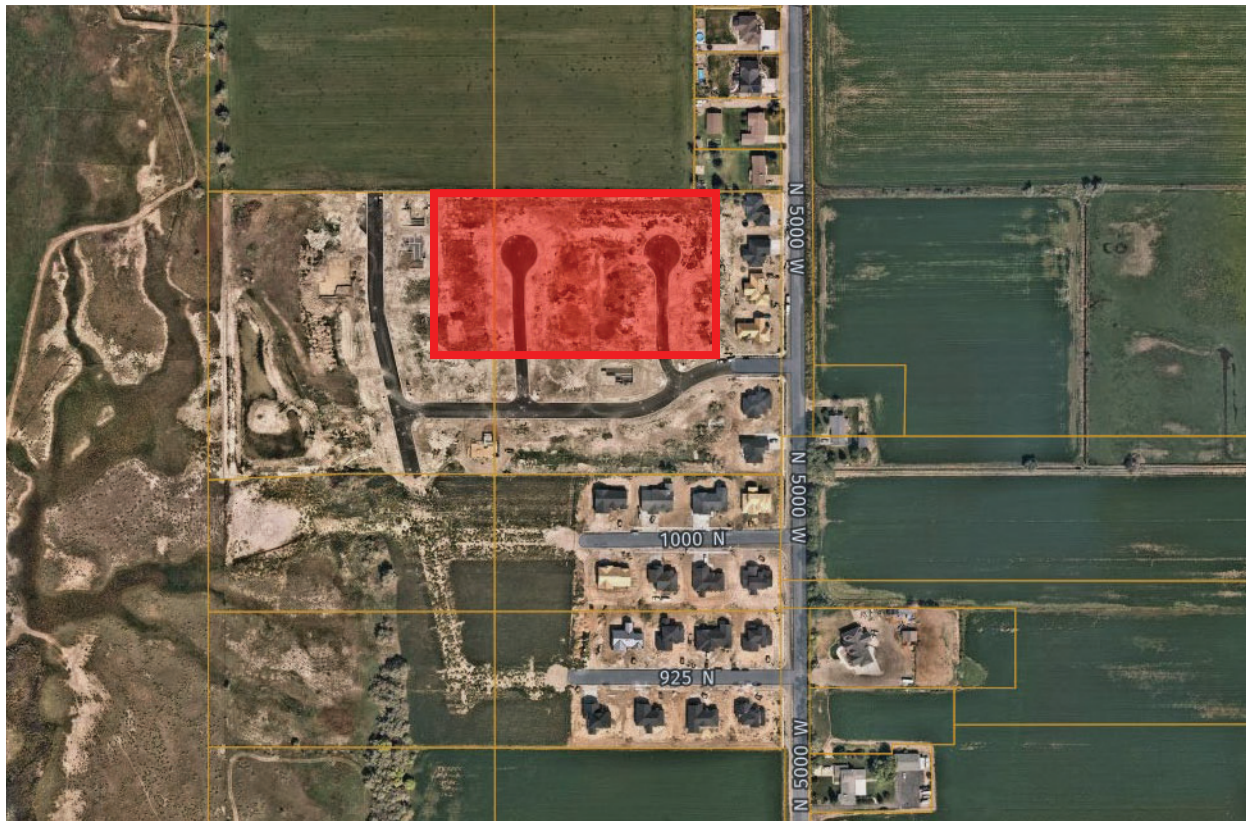
Subject: Discussion of Final Plat for Sunview Phase 3
Author: Bryn MacDonald
Department: Community Development
Meeting Date: March 15, 2022



Background

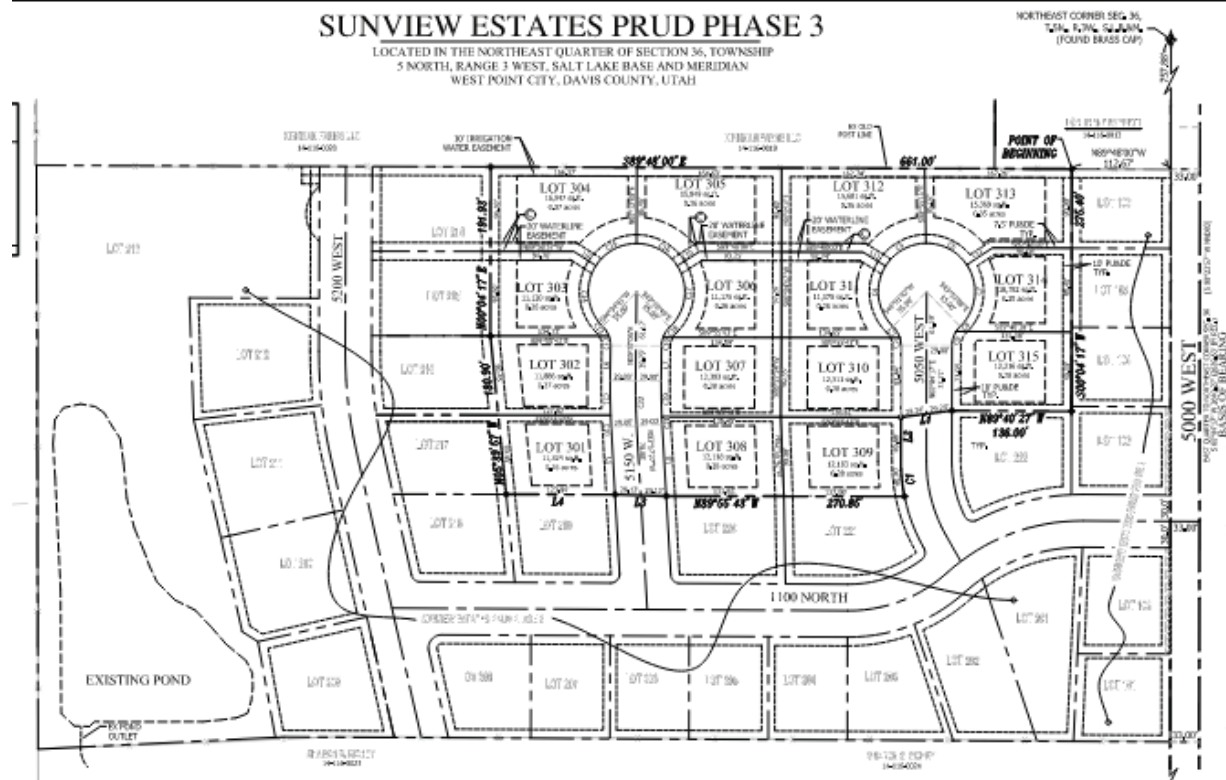
The applicant, Mark Thayne, is seeking Final Plat approval from the City Council for Phase 3 of the Sunview Estates PRUD Subdivision located at approximately 1100 N 5000 W. This phase consists of 15 lots that are all approximately 12,000 square feet.

A rezone on the property was approved in 2020, along with a developer's agreement that pertains specifically to the PRUD overlay zone. In that agreement, the developer agreed to place street trees throughout the development and provide 3 car garages on three-quarters of the homes in exchange for the flexibility of smaller lots and narrower street widths in the cul-de-sacs.



Analysis

Staff has reviewed the plans and worked with the applicant to acquire approval letters from the applicable districts and agencies. All of the items outlined in the review letters have been addressed. All of the other required approval letters have been received.



The construction of this phase required the installation of a sewer lift station on the northwest end of the development. The lift station has now been completed and is fully operational.

Sunview currently only has one access point. They will be limited to 30 building permits until the connection is made to Westlake Phase 2, to the south. Westlake Phase 2 has received approval and is under construction.

Recommendation

Staff recommends approval of the Final Plat for Sunview Estates PRUD subdivision Phase 3.

Attachments

- A. Plans
- B. Review Letters



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL October 19th, 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 held on October 19, 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# 830 0089 3973 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 Jerry Chatterton, and Council Member Henderson

EXCUSED: Council Member Andy Dawson and Council Member Gary Petersen

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, Tyler Seamans, Keith Larsen, Tim Gooch, Alan Oakey, and Lynn Bennington. No sign-in required for online attendees.

1. Discussion Regarding Park Strips – Mr. Boyd Davis

Mr. Davis stated that several Planning Commissioners and City Council Members visited the Weber Basin Water Conservancy District (“Weber Basin”) office last week for a short tour of the Demonstration Garden and also to learn more about the “Flip Your Strip” program and innovative ways to landscape park strips and yards to reduce water use. Mr. Davis explained that water use in park strips is very inefficient, as a lot of the water ends up on the sidewalk or street. Park strips can also be hard to maintain, and many become overgrown with dead grass and weeds. Several residents have inquired about the Flip Your Strip program, which is a program offered by Weber Basin that essentially pays residents to remove the sod from the park strip in front of their property and replace it with waterwise or zero-scape landscaping. Mr. Davis shared some pictures Weber Basin uses as examples of how they would ideally like park strips to be landscaped, with either zero-scaping (decorative rock, stamped concrete, etc.) or with waterwise plants that are watered through a drip irrigation system. The program offers residents \$1.25 per sq. foot of sod that is replaced, after the resident also attends a class and meets some other additional requirements. However, in order for a resident to participate, the city they reside in must have adopted an ordinance requiring waterwise landscaping for all new construction. Required items that must be part of the ordinance include the following:

- No lawn in park strips or areas that are less than 8 ft. wide for all new construction.
- No more than 35% lawn on residential properties.
- No more than 15% lawn on commercial properties.
- Drip irrigation systems required for any areas outside of lawn, i.e. planter strips, flower beds, park strips.
- A WaterSense labeled timer is required.
- WaterSense labeled plumbing fixtures on the inside of homes and commercial buildings.

Mr. Davis stated that these items would be a significant change to West Point’s current requirements and recommends careful consideration by the Council in determining whether or not the City should participate in the program.

Several residents that live on 800 N attended the previous City Council Meeting and made comments to the Council regarding the landscaping requirements in the new park strips that are being installed as part of the 800 N Reconstruction Project. Mr. Davis stated that the decision was made earlier in the project by the Council that all of the park strips in the West Point section would be required to be landscaped with sod and trees (the project area spans a section of 800 N that is within both Clinton and West Point). Those residents are requesting that they have the option to install something other than sod. The landscaping is one of the last remaining items to be finished and direction from the Council is needed so that the contractor can move forward and complete the project. Mayor Craythorne stated that Clinton City allowed the residents in its portion of the project the choice between sod or rock landscaping in the park strips and he asked the Council for their opinion on allowing the same for the properties in West Point’s

portion. The Council agreed to allow either rock or sod landscaping in the park strips of the homes included in the 800 N Reconstruction Project.

In regards to the ordinance requirements, Mayor Craythorne stated that while the program will help current homeowners replace their park strips, the items required to participate in the program will have a wide-spread effect. For example, the cost of a new home will increase with the additional technology, landscaping features, watering systems, etc. that would be required, all while efforts are being made to combat the current shortage in affordable housing. Further, policing the requirements is going to put additional burdens on Staff, as landscape plans will have to be submitted for each home that then must be reviewed, percentages calculated, etc. for approval, and more building inspections of each residence will have to be done. His opinion is that the requirements for new construction are too strict to be implemented and enforced by the City, and add too many costs for home buyers. While it may eventually be legislated by the State that some of these items are required, and we definitely need to encourage wise water-use, this ordinance requires “too much, too soon.” Mr. Laws noted that Layton City is currently the only city served by Weber Basin Water to adopt this ordinance, but there are other cities offering other park-strip reimbursement programs at their own costs.

Mayor Craythorne stated that at this point, he feels that there are three options to consider: send the proposed requirements to the Planning Commission to discuss and make a recommendation on; wait until there is legislation from the State requiring cities to adopt this type of ordinance and in the meantime gather more information on the fiscal impacts of these requirements on new home costs; or continue forward with no changes. Council Member Chatterton stated that he would like to wait and see what restrictions and requirements the State Legislature enacts, so that there aren't additional cost burdens on new homebuyers any sooner than necessary. Council Member Henderson stated that the City should do what it can to help encourage water conservation by possibly modifying some of our current ordinances, but not necessarily to the extent that Weber Basin's ordinance is requiring in order to participate in their program. Mayor Craythorne agreed. Council Member Judd stated that she would also prefer to wait and see what the State Legislature adopts, and in the meantime, focus on educating the public and encouraging residents to update their fixtures and/or landscaping and implement other methods that will help conserve water. Mr. Laws stated that Council Member Petersen, who is absent from this meeting, asked him to pass along his preferred direction on this issue, which would be to send the ordinance to the Planning Commission to discuss and make a recommendation on. However, Mr. Laws noted that his opinion may have changed based on tonight's discussion. Council Member Chatterton added that in addition to waiting to see what legislation is passed, it will also be good to wait and see if Weber Basin makes any changes to their ordinance if many cities choose not to participate. Mr. Laws noted that Weber Basin Water's presentation explaining the program was very educational and informative on how dire the current water situation is. He felt that it might be worth hearing more from them, especially for those that were unable to attend the visit, before making a final decision. Council Member Chatterton felt that the Council Members attending tonight's meeting should make the decision as expressed and it can always be revisited in the future. Mr. Laws added that Weber Basin repeatedly stressed that even without the drought, there is not enough water available to support the growth of our area.

The Mayor again noted that other cities have enacted similar programs to “Flip Your Strip” and are funding it themselves, rather than receiving funds from Weber Basin. Whether the Council wants to go in that direction or not, methods for encouraging water conservation should certainly be considered, as it is clear that water usage throughout the State has to be reduced. Council Member Judd stated that in considering this, she would be open to having the Planning Commission review the City's current ordinances and see what areas we can potentially approve on to reduce water use or encourage better water conservation and revisit the issue after they make a recommendation to the Council. Council Members Chatterton and Henderson agreed.

2. Discussion Regarding the Legacy Storage Subdivision Located at Approximately 4200 W 1800 N – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the developer of this subdivision, Tim Gooch, is seeking final plat approval for the Legacy Storage Subdivision, located at approximately 4300 West 1800 North. The development consists of 8 acres of land with 1 proposed lot. The development will be a mix of storage units and outdoor RV storage, however, only the final plat for the subdivision is being presented at this time; once approved, the developer will still need to submit a site plan for the actual units for review and approval from both the Planning Commission and City Council.

This project has been discussed by the Council in previous meetings and there were no further comments or questions at this time. The Council will consider approval of the final plat at the next meeting.

3. Discussion Regarding the General Plan Amendment Application Fee – Mrs. Bryn MacDonald

Mrs. MacDonald stated that as part of the new Land Use & Development Code adopted by the City Council in September, a new application process was implemented for those wanting to amend the City's current General Plan. Staff has created the application and now needs direction on whether the Council would like to also require an application fee, and if so, determine the amount of the fee. Mrs. MacDonald noted that applications are allowed to be submitted in April and October, and she has asked some developers that have indicated that they intend to apply to hold off submitting their application(s) until the City Council has made a determination on an application fee.

Mrs. MacDonald displayed general plan amendment application fees currently assessed by several other cities, noting that there is quite a wide range in the amounts (some as high as \$2,000 and others as low as \$100), but a rough average would be around \$450 - \$500. With that, Staff is recommending that the City's application fee be set at \$500. Council Member Chatterton suggested that the fee be \$500, plus an additional \$100 for noticing expenses that will be incurred by the City to notify the public of hearing dates, etc. Mrs. MacDonald stated that public noticing requirements have changed substantially in the last few years, with the most notable change being that notices are no longer required to be published in the newspaper, which significantly reduces those costs. Some notices do have to be physically mailed, but the expense to do so is minimal. Considering that information, Council Member Chatterton felt that \$500 is an appropriate amount. The rest of the Council agreed.

Mrs. MacDonald stated that because this is the last City Council meeting in October, adding a General Plan Amendment Application Fee to the City's Fee Schedule is on the agenda for consideration of approval in tonight's General Session. The Council had no further discussion at this time.

4. Discussion Regarding a Cooperative Procurement Contract for ARPA Resource Consultants – Mr. Kyle Laws

Mr. Laws stated that the City, Davis County, and the State of Utah have all received funding from the federal government through the American Rescue Plan Act ("ARPA"), that can be used for projects meeting specific criteria. As the Council is aware, a study of sewer system options for the unincorporated area of Davis County that is within the northwest part of the City's future annexation plan was recently completed. From that study, Staff has determined, together with officials from the County, that installation of the sewer infrastructure identified in the study is an appropriate use of ARPA funding. The estimated project cost is about \$25 million, and the City hopes that both Davis County and the State will contribute funds for the project.

Davis County has procured, through their own internal process, a group called Resource Consultants to assist them with the accounting of their ARPA funds, as this federal money comes with especially strict tracking and reporting requirements. The County has used this group before to help track funds they have received from other federal programs, such as the Community Development Block Grant Program ("CDBG"). Mr. Laws stated that in learning more about the requirements specific to ARPA funds, Staff feels it would be in the City's best interest to hire a consultant to assist with the accounting of these funds. He stated that he contacted Resource Consultants and they agreed to honor the same pricing that they have given to the County. With many other agencies receiving ARPA funds and likely needing accounting assistance as well, a decision needs to be made soon on whether or not to contract with Resource Consultants, or someone different, while they are still able to take on clients.

Mr. Laws stated that the City's Purchasing Policy requires three quotes to be received when awarding a contract, however, there is a provision that allows for "cooperative procurement", which permits the City to "piggyback" on other state, county, or local district contracts if approved by the City Council through a resolution. A resolution to do so is on the agenda for consideration of approval in tonight's General Session, authorizing the City to piggyback on Davis County's contract pricing for our own contract with Resource Consultants. Mr. Laws noted that as significant funding for the sewer infrastructure will hopefully come from the County, it will be especially beneficial to have the same firm tracking and reporting the money as it is contributed and received by both entities.

Mayor Craythorne commented that allowing this cooperative procurement with Davis County is an efficient way to streamline the contract process and take advantage of the economy of scale with the County. The Council had no further discussion and will consider approval of the resolution in tonight's General Session.

5. Discussion Regarding the Sewer System Master Plan and Impact Fee – Mr. Boyd Davis

Mr. Davis introduced Tyler Seamans and Keith Larsen from the engineering firm Boeing, Collins, & Associates, who the City has contracted with to complete the sewer feasibility and impact fee study. A presentation of the impact fee analysis was given to the Council at the last meeting, and Mr. Davis encouraged the Council to raise any concerns or questions they may have. In review, this impact fee is specific to the area northwest of the City that is expected to be annexed into West Point. This area will be served by the sewer system that has been proposed in the study, and so will be considered its own system with its own impact fee. The impact fee proposed from the analysis is \$5,200, which is quite high when compared to the \$800 impact fee charged for homes built within the City's existing boundaries. However, no sewer system currently exists in the area and it is to be expected that the expense to have that infrastructure installed be substantial. Mr. Davis stated that Mr. Seamans and Mr. Larsen are available tonight to answer any questions the Council may have. If the Council is ready to move forward in the process following tonight's discussion, Staff recommends that a public hearing be scheduled for the next meeting, followed by consideration of approval of the proposed impact fee.

Mr. Seamans stated that it is important to understand that this impact fee was calculated as being paid for entirely by the City, with no consideration of funds being possibly received from an external source. Mr. Davis confirmed this and further explained that if

outside APRA funding or other grant money is contributed to the City for the entire project, the impact fee will be void and impact fees already paid would be reimbursed.

Council Member Chatterton stated that the analysis portion of the study states that “nearly 100% of the cost” will be borne by new growth, and questioned why the new growth wouldn’t bear *all* of the costs of the system. Mr. Larson stated that there are a number of existing homes in the area that are currently on a septic tank system; by City ordinance, those homes will be required to connect once they have access to the sewer system. The decision was made not to include those connection costs when calculating the impact fee. There are approximately 120 existing homes, and Mr. Laws stated that because it is a significant cost to connect to the system, it was decided not to assess the impact fee to those residents on top of those costs. However, there is an ‘equity’ factor with ARPA funds, and the City has included in its request for ARPA funding to the County and the State the point that existing residents would benefit from the funds as well, as they would be used to pay the costs for connecting to the new system. Mr. Laws stated that the City submitted an application request for \$15 million to the State for ARPA funding, but it is not known how much, if any, the State will approve allocating to this project. However, this project is a high priority for Davis County, and they have agreed to a minimum contribution of \$10 million. Mr. Davis confirmed for the Council that the impact fee can easily be recalculated to account for any funding received. He noted that there could also be an adjustment to impact fee if the area where one of the lift stations is annexed into Clinton and not West Point.

The Council had no further discussion and set a public hearing date for the next meeting. Approval of the proposed impact will be considered after the public hearing.

6. Other Items

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL October 19th, 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 October 19, 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 #830 0089 3973 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 Kent Henderson, Council Member Gary Petersen. and Council Member Jerry Chatterton

EXCUSED: Council Member Andy Dawson

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, Alan Oakey, Landon Oakey, Tyson Oakey, Joe Robles, Craig Gray, Greg & Diane Cooper, Rick Smith, and Talia Atkinson. 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 Chatterton
4. **Communications and Disclosures from City Council and Mayor**

Council Member Judd – In a visit she recently took to the Harvest Fields Subdivision development, she was really pleased with the high quality and design of the homes being built. While the homes are not large, they look amazing and she encourages all those who may have been skeptical or not in favor of this particular development to go check it out because they may be “pleasantly surprised” with how it is turning out. Mayor Craythorne agreed, adding that using the 1200 S entrance (which has now been paved) is the best route to take to get to the sections of the project that are more completed than the area visible from 4500 W.

Council Member Henderson – None

Council Member Petersen – None

Council Member Chatterton – None

5. **Communications from Staff**

Mr. Laws stated that the Halloween Carnival was held the previous weekend and he has heard good feedback about the event. Due to how big the event has become, it was held at West Point Jr. High this year instead of City Hall, which helped reduce overcrowding and seemed to be appreciated by attendees. The West Point Royalty organized the event and he would like to recognize them for doing a great job. The Youth Council also attended the event and helped oversee some of the booths and activities.

6. **Citizen Comment**

Greg Cooper – 2150 W 300 N: Mr. Cooper stated that his property is directly north of the Smith’s Marketplace and is set up in a “unique” way where the property runs along 300 N, but because his home is on one half of the property and faces 300 N, the other half is more of a side yard rather than being in the backyard of the home. He would like to explore the option of dividing the lot

and building a second home on that other half. He and his wife had no teenagers when they moved into home, and seven years later, now have three. Consequently, they would like a home with a little more room. If they were able to build a new home on the other half, his elderly mother, who lives alone since his father has passed, could move into the existing home. This would keep her close to the family while still allowing her to maintain her independence. Mr. Cooper shared some examples of how the new home would fit, explaining that because of the size of the property and the way it is shaped, an exemption to the frontage requirements required by the current zone would be needed. He asked that the Council consider whether this would even be possible and if so, direction on how to start the process.

Mayor Craythorne stated that his initial thought is that an amendment to the General Plan would be required to rezone the property to an R-3 (which has reduced frontage requirements), but would look into it further and follow-up with Mr. Cooper and the best way to move forward.

Landon Oakey – 587 N 2625 W: Mr. Oakey stated that he is a member of Boy Scout Troop 1896 and is currently working on earning his Eagle Scout award, and has chosen a project within the City of gathering funds to purchase trees and then planting them at the Loy Blake Park. Because he was able to collect such a significant amount, he would like the City to consider allowing for a small plaque to be installed, recognizing the community for their donations and record the date the trees were planted. The plaque could be paid for with the money raised and be placed flush with the ground so that it can be driven over by a lawn mower. An example plaque he found cost about \$590 and 10" x 20" in size. The current cost of a hybrid Sycamore tree is \$280. Without buying the plaque, there are enough funds (with the City's match) to purchase 22 trees; with the plaque, 18 trees can be purchased and planted.

Mr. Laws confirmed for Mayor Craythorne that the Council historically has not allowed for any monuments to be placed in the parks or cemetery; not only do they become the City's responsibility to maintain and repair if they get damaged, but there is also the difficulty in deciding what things 'deserve' to be recognized with a memorial and what don't. The Council thanked Mr. Oakey for the effort he has put forth in raising such a large amount of money for a project that will benefit the City and its residents for many years to come, but felt that they should continue the policy of not allowing monuments or plaques and would rather have those funds used to purchase and plant more trees.

7. Presentation from Rick Smith of the Davis and Weber Counties Canal Company

Mayor Craythorne welcomed Mr. Smith and thanked him for coming to the meeting and helping the Council and residents understand the issues that currently exist with the water situation and the information that is considered when having to make difficult decisions regarding watering restrictions. Mr. Smith agreed that the past year has been one of the most difficult that he can remember, with lots of stress and sleepless nights in making those hard decisions.

Mr. Smith presented information to the Council regarding snowpack levels, reservoir amounts, watering restriction options, water conservation methods, etc. The full presentation and discussion can be found at:

<https://www.utah.gov/pmn/files/775405.mp3>

Minute Marker 18:20

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

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

9. Consideration of Final Plat Approval of Phases 1a and 1b of the Bluff View Subdivision – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the naming of these phases has changed from Bluff View Subdivision Phases 1a and 1b to Bluff View Townhomes Phases 2 and 3. These two phases will consist of all the townhomes within the development. Phase 2 consists of 30 townhome units in 6 buildings. Phase 3 consists of 7 buildings with a total of 28 units.

The Council has discussed these two phases in multiple previous meetings and had no further discussion at this time.

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

10. Consideration of Approval to Place the Westlake Estates Subdivision Phase 1 on One-Year Warranty – Mr. Boyd Davis

Mr. Davis stated that the Westlake Estates Subdivision Phase 1 is located at 1000 N 5000 W. The developer has completed all the required improvements and it has been inspected to ensure that they were completed and in good condition. Staff recommends placing Phase 1 on one-year warranty.

The Council had no further discussion.

Council Member Judd motioned to approve
Council Member Henderson seconded the motion

11. Consideration of Approval of a Trail Maintenance Contract with Andersen Asphalt – Mr. Paul Rochell

Mr. Rochell stated that the City recently received a bid for repairs to the Emigrant Trail and areas of the walking paths in the City's Parks. The bid was received from Andersen Asphalt for this project and includes reparation of all City-owned trails and walking paths using a product called "Mastic B" which is a product that allows for both expansion and contraction as the weather fluctuates between the hot and cold times of the year. There was only one bid received due to Mastic B being a sole source product of Andersen Asphalt. Mayor Craythorne commented that he has experience working with Andersen Asphalt and they do a "great job." Mr. Rochell briefly explained the application process for the Council.

The bid received from Andersen Asphalt includes the following costs:

Crack-Seal Application	\$12,000
<u>Mastic B Application</u>	<u>\$18,000</u>
Total Cost:	\$30,000

Mr. Rochell noted that the actual costs may be different, as the City will only be charged for material actually used.

Staff recommends approval of the contract and the Council had no further discussion.

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

12. Consideration of Approval of Resolution No. 10-19-2021A, Adopting a General Plan Amendment Application Fee – Mrs. Bryn MacDonald

Mrs. MacDonald stated that this item was discussed earlier in tonight's Administrative Session and the Council discussed an application fee of \$550. Staff feels that this is an appropriate amount and recommends approval.

The Council had no further discussion.

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

13. Consideration of Approval of Resolution No. 10-19-2021B, Authorizing a Cooperative Procurement Contract with Resource Consultants – Mr. Kyle Laws

Mr. Laws stated that this item was also discussed in tonight's Administrative Session and is a resolution that approves a cooperative procurement contract with Davis County, which essentially allows the City to "piggyback" on Davis County's contract and pricing with Resource Consultants for tracking and reporting of the federal funds received from the American Rescue Plan Act.

The Council had no further discussion.

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

14. Motion to Adjourn the General Session

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

BRIAN VINCENT, MAYOR

March 15th, 2022

CASEY ARNOLD, CITY RECORDER

March 15th, 2022