



3200 W 300 N, West Point, UT 84015
801.776.0970

WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA *ELECTRONIC MEETING* February 2nd, 2021

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

THIS PUBLIC MEETING WILL BE HELD ELECTRONICALLY IN ACCORDANCE WITH THE JANUARY 4, 2021 WRITTEN DETERMINATION:

PURSUANT TO UTAH CODE ANN. 52-4-207(4), We, the undersigned Mayor and Planning Commission Chair of West Point City, hereby determine that conducting City Council and Planning Commission meetings at any time during the next 30 days at an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

The World Health Organization, the President of the United States, the Governor of Utah, and the Davis County Health Department have all recognized that a global pandemic exists related to the new strain of the coronavirus, COVID-19. Further, according to information from state epidemiology experts, Utah is currently in an acceleration phase, which has the potential to overwhelm the state's healthcare system.

This written determination will expire thirty days from the date it is signed.

The original of this Written Determination is on file in the City Recorder's office. An electronic copy is also available on the City website at www.westpointcity.org.

The public may monitor or listen to the meeting electronically and provide public comment when appropriate by following the instructions below:

- **Join Zoom Meeting at:** <https://us02web.zoom.us/j/87045439128> or
- **Connect via Telephone:** Dial 1(669) 900-6833 and enter **Meeting ID:** 870 4543 9128

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

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

- **Email:** carnold@westpointcity.org
- **Subject Line:** Must be designated as "Citizen Comment – February 2, 2021 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 West Point City Participation in the Syracuse City Youth Court – Mr. Kyle Laws **pg. 4**
2. Discussion Regarding an Agreement with the Bureau of Reclamation – Mr. Boyd Davis **pg. 10**
3. Discussion Regarding Amendment No. 6 to the Interlocal Cooperation Agreement for Animal Services – Mr. Kyle Laws **pg. 26**
4. Discussion Regarding the Bluff View Subdivision Phases 1 & 2 – Mrs. Bryn MacDonald **pg. 34**
5. Other Items

GENERAL SESSION

7:00 PM – OPEN TO THE PUBLIC

1. Call to Order
2. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
3. Communications and Disclosures from City Council and Mayor
4. Communications from Staff
5. **Citizen Comment** (If you wish to make comment to the Council, you are encouraged to email your comments prior to the meeting using the instructions above. If you have joined the electronic meeting, use the "raise hand" icon if on a computer or dial *9 to indicate that you would like to make a comment. When it is your turn, the meeting host will unmute you. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
6. Discussion Regarding the SR-108 Widening Project – Utah Department of Transportation
7. Youth Council Update
8. Appointment of West Point City Planning Commissioners – Mayor Erik Craythorne
9. Consideration of Approval of the December 15th, 2020 West Point City Council Meeting Minutes **pg. 41**
10. Consideration of Approval of the December 15th, Special Joint Meeting of the City Council and Planning Commission **pg. 50**
11. Consideration of Approval of the January 5th, 2021 West Point City Council Meeting Minutes **pg. 52**
12. Consideration of Approval of a Request to Simultaneously Develop Phases 5 & 6 of the Harvest Fields Subdivision – Mrs. Bryn MacDonald **pg. 60**
13. Consideration of Approval of Resolution No. 02-02-2021A, Approving Amendment No. 6 to the Interlocal Cooperation Agreement for Animal Services – Mr. Kyle Laws **pg. 26**
14. Motion to Adjourn the General Session

Amended & Posted this 1st day of February, 2021

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


CASEY ARNOLD, CITY RECORDER

TENTATIVE UPCOMING ITEMS

Date: **02/16/2021**

Administrative Session – 6:00 pm

1. Discussion Regarding a Payback Agreement for the Sunview Estates Subdivision – Mr. Boyd Davis
2. Discussion Regarding the Murray Place Subdivision – Mrs. Bryn MacDonald
3. Discussion Regarding the 2021 Municipal Elections – Ms. Casey Arnold

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 02-16-2021A, Approving an Agreement with Bureau of Reclamation – Mr. Boyd Davis
 2. Consideration of Final Approval of the Bluff View Subdivision Phases 1 & 2 – Mrs. Bryn MacDonald
 3. Consideration of Final Approval of the Sunview Estates Subdivision Phase 2 – Mrs. Bryn MacDonald
-

Date: **03/02/2021**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update
 2. Consideration of Approval of Resolution No. 03-02-2021A, Approving a Payback Agreement for the Sunview Estates Subdivision – Mr. Boyd Davis
 3. Consideration of Approval of Resolution No. 03-02-2021B, Approving an Interlocal Agreement with Davis County for Election Services – Ms. Casey Arnold
 4. Consideration of Approval of the Elevations for the Murray Place Subdivision – Mrs. Bryn MacDonald
-

Date: **03/16/2021**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. West Point City Youth Council Essay Contest Winners – Mayor Erik Craythorne
-

Date: **04/06/2021**

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update
-

Date: **04/20/2021**

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: **05/04/2021**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2021 Amended Budget and FY2022 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
-

Date: **05/18/2021**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2021 Amended Budget and FY2022 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. 05-18-2021A, Approving the FY2021 Amended Budget – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption
-



WEST POINT CITY 2021 CALENDAR

2021

IMPORTANT DATES

JANUARY

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

JULY

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

JANUARY

1	New Year's Day - CLOSED
5	City Council - 6 PM
11	Senior Lunch - CANCELED
14	Planning Commission - 6 PM
18	MLK Jr. Day - CLOSED
19	City Council - 6 PM
28	Planning Commission - 6 PM
TBD	City Council Planning & Visioning Session

JULY

2-3	PARTY AT THE POINT EVENTS
5	Independence Holiday - CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - CANCELED
20	City Council - 6 PM
22	Planning Commission - 6 PM
23	Pioneer Day Holiday - CLOSED

FEBRUARY

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						

AUGUST

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

FEBRUARY

2	City Council - 6 PM
8	Senior Lunch - CANCELED
11	Planning Commission - 6 PM
15	President's Day - CLOSED
16	City Council - 6 PM
25	Planning Commission - 6 PM

AUGUST

TBD	Summer Party
3	City Council - 6 PM
12	Planning Commission - 6 PM
17	City Council - 6 PM
20	MOVIE IN THE PARK - DUSK
20	Senior Dinner - 5:30 PM
26	Planning Commission - 6 PM

MARCH

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

SEPTEMBER

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

MARCH

2	City Council - 6 PM
11	Planning Commission - 6 PM
15	Senior Lunch - CANCELED
16	City Council - 6 PM
25	Planning Commission - 6 PM

SEPTEMBER

6	Labor Day - CLOSED
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

APRIL

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

OCTOBER

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

APRIL

TBD	EASTER EGG HUNT - 10 AM
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - CANCELED
20	City Council - 6 PM
22	Planning Commission - 6 PM

OCTOBER

TBD	HALLOWEEN CARNIVAL - 7 PM
4	Senior Lunch - 11:30 AM
5	City Council - 6 PM
7	CEMETERY CLEANING
11	Employee Training - CLOSED
13	Council/Staff Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
28	Planning Commission - 6 PM

MAY

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

NOVEMBER

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

MAY

TBD	TAKE PRIDE IN WEST POINT
4	City Council - 6 PM
6	CEMETERY CLEANING
13	Planning Commission - 6 PM
17	Senior Lunch - CANCELED
18	City Council - 6 PM
27	Planning Commission - 6 PM
31	Memorial Day - CLOSED

NOVEMBER

2	ELECTION DAY
6	FLAGS ON VETERANS' GRAVES
11	Veterans Day - CLOSED
15	Senior Lunch - 11:30 AM
16	City Council - 6 PM
25-26	Thanksgiving - CLOSED
29	CITY HALL LIGHTING - 6 PM

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
Columbus	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
Columbus	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

TBD	MISS WEST POINT PAGEANT
1	City Council - 6 PM
10	Planning Commission - 6 PM
14	Senior Lunch - CANCELED
15	City Council - 6 PM
24	Planning Commission - 6 PM

DECEMBER

3	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
7	City Council - 6 PM
9	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
17	CEMETERY LUMINARY - 4 PM
21	City Council - 6 PM
23	Planning Commission - 6 PM
24-27	Christmas Holiday - CLOSED
31	New Year's Holiday - CLOSED

*UPDATED AS OF December 1, 2020

City Council Staff Report

Subject: Discussion of Youth Court with Syracuse
Author: Kyle Laws
Department: Executive
Date: February 2, 2021



Background

Syracuse City has operated a Youth Court for about 15 years and has recently approached West Point City to offer the option to join them. The Youth Court is a “restorative justice” program which means that it focuses on the rehabilitation of offenders through reconciliation with victims and the community at large. This is a non-judicial diversion program for school aged children (12-18 years old). The Syracuse Youth Court is run by youth ages 14-18 in grades 9-12 and act as judges, bailiffs, clerks, and other roles to help them develop leadership skills. Other youth who are in trouble can be referred to the Youth Court instead of the Justice Court. These juveniles will appear before their peers who will then determine the appropriate punishment for them. There is an adult advisor who oversees the program along with local law enforcement, but it is primarily ran by the youth.

Analysis

The principal at the West Point Jr High, Wendy Nelson, has expressed interest in participating in the Syracuse Youth Court. In order to do this Syracuse City would like to have a Memorandum of Understanding (MOU) signed by West Point City. Currently the Syracuse Youth Court is for the youth who attend Syracuse schools or live in Syracuse City boundaries. The MOU is attached to this report and outlines what West Point City’s responsibilities would be to participate. There is a small financial contribution needed to train those from West Point who participate. We can discuss the MOU in detail at the Council Meeting. If the City decides to participate there are two options to consider:

1. Participation in referring kids to attend Youth Court instead of Justice Court. This would primarily happen at the West Point Jr High through the School Resource Officer.
2. In addition to option 1, this second option would be to allow kids from West Point City to participate as judges, bailiffs, clerks, etc. Other youth outside of the school would also be referred to the Youth Court by the Davis County Sheriff’s Office. The costs would be very minimal as the entire budget for the program in Syracuse is around \$5,000 per year.

Staff has met with Syracuse City, Wendy Nelson, and administration for the Davis County Sheriff’s Office. All are in agreeance that this would be a great program for the youth of our community. Not only for those who want to participate and learn how Courts work and operate, but also for those who are in trouble with the law, or the school. This will provide an option that keeps them out of the court system yet teaches them to become better citizens.

We are ready to move forward with this program and before putting this on the agenda for final approval, Staff would like direction from the Council on whether or not they desire for West Point City to participate.

Recommendation

No Action is required at this time.

Significant Impacts

There are no significant impacts. Minor impacts would be assigning a budget of \$2,000-\$4,000 for our proportionate share.

Attachments

Draft MOU

MEMORANDUM OF UNDERSTANDING
West Point City, Syracuse City, and Davis County Sheriff's Office
Participation in Syracuse City Youth Court

This Memorandum of Understanding ("MOU") between West Point City ("West Point"), Syracuse City ("Syracuse") and the Davis County Sheriff's Office ("Sheriff"), and which will be referred to collectively as (the "Parties"), is entered into on this _____ day of _____, 2020.

Recitals

- A. Syracuse City operates a Youth Court program (the "Youth Court"), which is a non-judicial diversion program for school-aged children (12-18 years old, and who are enrolled in school or who are eligible to be enrolled). Minors for whom offenses are being referred to Youth Court shall be identified in this MOU as the "Referents."
- B. 14-18 year-old students in grades 9 through 12 also participate in the program, acting as judges, bailiffs, clerks, and other roles to help them develop leadership skills. These minors shall be identified in this MOU as the "Participants."
- C. Currently, students are drawn from Syracuse citizens and attendees of schools located within the municipal boundaries of Syracuse City.
- D. The Cities desire to collaborate and allow minors living in or attending school in West Point City to participate in Syracuse Youth Court, as described below.
- E. Syracuse is willing to continue to administer the Youth Court program, with the added participation of West Point students, volunteers, and staff.
- F. West Point is willing to contribute financially to the program, based upon the participation of its students.

Provisions

The Cities enter into this arrangement with the following understanding:

- 1. Commencement. This MOU takes effect upon its approval by all Parties.
- 2. Termination. The Parties have the right to terminate this MOU, with or without cause, by notifying the other City in writing. In such a case, any amounts owed under Section 7 shall be conveyed to Syracuse, and amounts owed under Section 8 shall be pro-rated for the period of time in which West Point students participated in the program.
- 3. Program Time. Youth Court currently is held for approximately two hours each week on Thursday. The program times or dates may be adjusted, in consultation with the Parties and taking into consideration the schedules of staff, volunteers, and Participants.
- 4. Participants.

- A. West Point and the Sheriff may begin advertising and recruiting minors of the appropriate age (14-18 or enrolled in 9th – 12th grades) to participate in Youth Court following the direction found in Youth Court bylaws.
 - B. Participants shall be assigned different roles in the Youth Court, and are expected to engage with the Youth Court under its established rules and expectations.
 - C. It is understood that Participants may reside in jurisdictions outside of the municipal boundaries of each City. This includes Syracuse residents who attend school in West Point, and vice versa. Responsibility for the minor shall first be based upon the jurisdiction in which the student lives. For students who reside outside of either jurisdiction, but attend school in either city, the city in which the school is located shall be responsible for that student. In the case of home-schooled Participants, the minor's residential address shall determine the jurisdiction responsible for the Participant.
 - D. If required based upon resources and case load, the Youth Court may be divided into two or more "panels" to address cases. In such a case, a mixture of Syracuse and West Point students will be preferred on each panel.
5. Referents.
- A. West Point and the Sheriff may begin referring eligible Referents to Youth Court for appropriate offenses, including traffic violations. Referrals may be made by law enforcement or school officials.
 - B. Referents must be between the ages of 12 and 18. Eligibility is based upon either: (1) residency in Syracuse or West Point, or (2) attendance at a school located in Syracuse or West Point.
 - C. Referents must be willing to accept responsibility for the offense and accept the disposition of the Youth Court. Those who contest a violation or will not cooperate with the Youth Court process should not be referred to Youth Court.
 - D. A fee is charged to the Referent in order to have a case adjudicated in the Youth Court. Partial refunds are available if the Referent successfully completes the program. Youth in indigent circumstances may complete community service in lieu of a fee.
6. Resources.
- A. Syracuse shall provide administrative support for the Youth Court, including providing a venue, acquiring supplies, generating materials and forms, and making purchases for activities and proceedings. It shall also front costs of the training of all Participants.
 - B. Syracuse shall provide at least two volunteer advisors, and West Point shall provide at least one advisor after three (3) or more West Point Participants begin participating in the program. Cities are welcome to provide more than these amounts of volunteers at any time.
 - C. Syracuse and the Sheriff shall have at least one School Resource Officer ("SRO") assigned to participate in Youth Court. At least one officer (from either jurisdiction) shall be present when the Youth Court is adjudicating cases, and Syracuse and Sheriff may coordinate their schedules to provide adequate coverage.
7. Annual Training.
- A. Participants are invited to attend annual training at various locations in Utah.

- B. The Cities shall be ultimately responsible for the training costs of their students and advisors.
 - C. Each City shall be responsible to provide chaperones for their Participants. Failure to provide chaperones for the event may result in that City's students missing out on the training.
 - D. Syracuse will arrange and pay for the costs of training (including travel, registration fees, lodging, and food) for all Participants.
 - E. At the conclusion of the training, Syracuse shall prepare an itemized statement of costs for West Point students and advisors and transmit it to West Point.
 - F. Within thirty (30) days of receipt of the statement, West Point shall tender payment based upon the statement of costs or convey to Syracuse its objections to the statement.
 - G. This MOU does not prohibit either City from requiring Participants or advisors to pay in order to participate in training. However, if a City requires it, then it will be responsible for the collection of those payments from Participants from its jurisdiction.
8. Finances.
- A. Syracuse shall budget for the entire cost of the Youth Court program, including both Syracuse and West Point students. This shall be accounted through a designated category in its budget and finance statements.
 - B. At the conclusion of each school year, Syracuse shall prepare a statement of costs for West Point's proportional share of the administrative costs for the fiscal year and transmit it to West Point. This shall be based upon the hours actually attended by Participants.
 - C. The proportional share shall be calculated using the following formula:

$$(\text{Total Administrative Expenditures} - \text{Net fees}) \times (\text{West Point Participant Hours} \div \text{Total Participant Hours}) = \text{West Point proportional share}$$
9. Background Checks. Syracuse shall perform criminal background checks on all volunteers and chaperones and will promptly report to West Point when one of the volunteers or chaperones provided by West Point fails the check. Criminal violations of any offense involving youth, drugs, or violence will disqualify the volunteer or chaperone.
10. Governmental Immunity. The Cities are both 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 right, defense, or provision provided therein. Officers, employees, and volunteers performing services pursuant to this Agreement shall be deemed officers or employees of the City who employs or submitted their name for volunteer service. Each City shall be responsible and shall defend the actions of their employees and volunteers, negligent or otherwise, performed pursuant to this MOU.
11. Third-party Beneficiaries. No third-party beneficiaries are created by this MOU. It is a statement of understanding and cooperation between the Cities and does not create any legal rights or expectations for third-parties.

APPROVED THIS _____ DAY OF _____, 2020.

West Point City

Syracuse City

Davis County Sheriff's Office

City Council Staff Report

Subject: License Agreement – Bluff View Subdivision
Author: Boyd Davis
Department: Community Development
Date: February 2, 2021



Background

The proposed Bluff View Subdivision will be built adjacent to the Layton Canal property which is owned by the United States Government. The sewer and storm drain outfall lines from the subdivision will need to cross the canal pipeline and the developers have been working to obtain a license agreement, which is similar to an easement, from the US Bureau of Reclamation. They recently submitted the final draft of the agreement for the City Council's consideration prior to final approval of the subdivision.

Analysis

The agreement, which is attached to this report, is between the United States Department of the Interior and West Point City. The City will be the long term owners of the utilities that will cross the canal pipeline and thus the agreement is with the City rather than the developers.

The terms of the agreement can be summarized as follows:

- The City is allowed to construct two sewer lines and one storm drain line.
- The City is allowed to operate and maintain the utilities during the period of the agreement.
- The City or their contractor are responsible to install the utilities according to the approved plans and are responsible for any damages during construction.
- The agreement is for 25 yrs and can be renewed for an additional 25 yrs.

The agreement has been reviewed and approved by the City Attorney. The only comment he had was that the developer include a note on their plans stating they will abide by the terms of the agreement.

Recommendation

No action required. However, Staff would like feedback on license agreement.

Significant Impacts

None

Attachments

license Agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
LAYTON CANAL AND
SLATERVILLE DIVERSION WORKS

LICENSE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
WEST POINT CITY CORPORATION

THIS LICENSE AGREEMENT, made this ____ day of _____, 20__, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter referred to as the Contracting Officer, and WEST POINT CITY CORPORATION, hereinafter referred to as the Licensee,

WITNESSETH THAT:

WHEREAS, the Licensee proposes to utilize, at their sole cost and expense, United States lands acquired for the Weber Basin Project, hereinafter referred to as Project lands, and the granting of a License Agreement to utilize a portion of Project lands in the manner and at the location hereinafter described will not be incompatible with Project purposes;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the Project lands, hereby grants to the Licensee, upon the terms hereinafter provided, a license for the purpose and in the location described below:

- A. Purpose: To construct, operate and maintain two sewer pipelines and a storm drain pipeline across the Layton Canal corridor. This work is associated with the construction of the Bluff View Subdivision in West Point, Utah.

Further described below:

The first two encroachments will cross the 54-inch RCP Layton Canal at approximate pipeline Station 660+76 (Ext Sta. 76+23), near 102 North 4000 West in West Point, Utah. These encroachments will be within a 10' right of use corridor crossing the Layton Canal parcel. The encroachments will consist of an

8-inch diameter restrained joint PVC sanitary sewer pipeline and a 15-inch diameter fused HDPE storm drain pipeline. Clearance is shown in the drawings as being 1.6-feet. If conditions change, it is required that a minimum vertical clearance of 18-inches be maintained. These encroachments will be installed by open trenching. It is required that the city keep the respective manholes and storm drain clean outs outside of the USA property. The Layton Canal pipeline is protected by Layton Canal Tract LC-70A (Fisher).

The third encroachment will cross the 54-inch Layton Canal at approximate pipeline Station 666+00 (Ext. Sta. 81+46), near 209 South 4500 West in West Point, Utah. This encroachment will be within a 10' right of use corridor crossing the Layton Canal parcel. The encroachment will consist of a 12-inch diameter restrained joint PVC sanitary sewer pipeline contained within a 20-inch diameter carrier pipe, crossing under the canal pipeline. This sewer line and carrier pipe will be installed by directional boring. Clearance is shown in the drawings as being 6.7-feet. If conditions change, it is required that a minimum vertical clearance of no less than 36-inches be maintained. The pipeline is protected by Layton Canal Tract LC-70A (Fisher).

Encroachments to be installed, constructed as shown and described on EXHIBITS B and C.

- B. Period: 25 years from the date hereof, renewable for an additional 25 years.
- C. Location: In the Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah, as shown on EXHIBITS B and C.
- D. Plans, Drawings, and Maps (Attached hereto and made a part hereof): EXHIBITS A, B and C.
- F. Land Status: Fee Title.

1. WORK SATISFACTORY. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, and maps attached hereto and, in a manner, satisfactory to the United States and the Weber Basin Water Conservancy District (District).

2. RIGHTS RESERVED. This License Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States. United States jurisdiction and supervision over the concerned lands are not surrendered or subordinated by issuance of this License Agreement. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in this License Agreement; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying the Licensee's expenses to relocate its facilities as may be required for such compatible use. There is also reserved the right of the United States, its officers, agents, employees, licensees, and

permittees, at all proper times and places to have free ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

3. HOLD HARMLESS.

a. The United States, the District, and their officers, agents, employees, and assigns do not assume any liability resulting from the granting of this License Agreement or the exercise thereof and the Licensee agrees to indemnify and hold the United States, the District, and their officers, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred or the work performed hereunder.

b. The Licensee further agrees that the United States, the District, and their officers, agents, employees, and assigns, shall not be held liable for any damage to the Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this License Agreement.

4. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, the District, and their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this License Agreement shall be construed as releasing the United States and the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28U.S.C. § 1346 (b), 2671 et seq.) or other applicable law.

5. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with due care to avoid damage to Project lands or works or any interference in any way with the operation and maintenance of the same.

6. ASSIGNMENT OR TRANSFER. This License Agreement shall not be assigned or transferred by the Licensee without the prior written consent of the United States.

7. TERM OF AGREEMENT – REVOCATION/TERMINATION: This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or, 3. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

8. SUCCESSORS IN INTEREST OBLIGATED. This License Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. NO WARRANTY. The United States makes no warranty, expressed or implied,

as to the extent or validity of the grant contained herein.

10. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License Agreement if made with a corporation or company for its general benefit.

11. ENVIRONMENTAL COMPLIANCE. The Licensees agree to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

12. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

a. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the area described in Article D hereof and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

b. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise restored as directed by the Contracting Officer at the Licensee's expense.

14. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the construction, reconstruction, maintenance, or repair of any or all Project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, the Licensee will pay to the United States, the District, or their agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense within 30 days of receipt of an itemized bill therefore.

15. SPECIAL PROVISIONS.

The allowable period of construction to be at the sole discretion of the District. In no case shall the duration of construction be permitted to exceed seven days for anyone crossing. West Point City proposes to begin construction once permitted. This seems feasible and we have no concerns with the time frame.

Please include Reclamation's Standard Protection Criteria and "Engineering and O&M Guidelines for Crossings" document in the License Agreement Contract.

The licensee or their contractor notify the District no less than 48 hours in advance of the above-mentioned work beginning so that a District inspector may be present to monitor activities.

Any future operation and maintenance work performed by West Point City or its assignees, pertaining to this crossing inside the USA property, be approved by the District in advance in order to coordinate necessary protection measures of the Layton Canal.

District inspector witnessed three potholes performed by the developer prior to design. However, it is required that the Licensee pothole the Layton Canal at the three crossing locations to verify depths. The District be notified no less than 48 hours in advance of the potholing so a District representative may be present to witness.

16. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land must remit a nonrefundable application fee of One Hundred Dollars (\$100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

17. In accordance with 43 CFR 429.16, Subpart E, any applicant requesting a right-of-use over Reclamation land must remit a use fee which amount represents the appraised fair market value of the rights granted herein for the Twenty-five-year-period. You are required to remit a use fee determined to be One Thousand Dollars (\$1,000) Dollars. Deposit and payments are to be made to the Bureau of Reclamation at 302 East 1860 South, Provo, Utah 84606.

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

UNITED STATES OF AMERICA

Name: Kent Kofford
Title: Area Manager

WEST POINT CITY CORPORATION

Name:
Title:

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

Name: Tage I. Flint
Title: Manager

EXHIBIT A

SPECIAL PROVISIONS

A. Prior to the expiration of the term of this License Agreement, and upon application in writing by the Licensee and approval by the United States and the District, this License Agreement may be renewed for such period as the parties hereto may agree upon. Furthermore, the renewed License Agreement will be subject to the regulations existing at the time of renewal and such other terms and conditions as may be deemed necessary by the United States and the District to protect the public interest or its projects.

B. The installation of the crossing shall take place as agreed upon in this agreement. The Licensee shall notify the United States at (801) 379-1000 and the District at (801) 771-1677 five (5) days in advance of its intent to commence any construction operations associated with rights herein granted.

C. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

D. During construction, operation, and maintenance, the Licensee shall be particularly alert to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the lands herein described. Should sites, ruins, or artifacts be discovered during these operations, the Licensee will immediately suspend work involving the area in question, and advise the United States of suspected values. The Licensee shall promptly have the area inspected to determine significance of values and to consult with the United States on appropriate actions to follow (recovery, etc., and resumption of work). Cost of any recovery work shall be borne by the Licensee. The Licensee shall provide the United States with a copy of any cultural resources survey reports concerning sites located on the lands described herein and shall develop a mitigation plan acceptable to the Utah State Historic Preservation Officer (SHPO) for those significant sites subject to an adverse impact. All objects of antiquity recovered from public lands are the property of the United States and shall be turned over to the Bureau of Reclamation. The Licensee is responsible for obtaining required Utah SHPO clearance for any additional survey and report completed.

E. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

F. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroachment structure previously approved and construct the improvements strictly in accordance with approved plans or specifications.

G. All United States land areas where soils and surface materials are disturbed through actions incident to construction, operation and maintenance shall be restored to their natural state insofar as

practical by water barring, scarifying, leveling and reseeding, or by other practices as prescribed by the United States and to its satisfaction.

H. The Licensee shall restore any damaged or disturbed improvements such as fences, roads, watering facilities, etc., encountered during construction, maintenance, and operation. Functional use of these improvements must be maintained at all times.

I. Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of in an appropriate manner (State of Utah approved sanitary landfill).

J. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings of actual improvements in, on, or along the rights-of-way.

K. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching pipeline or performing any work on or in connection with the operation of the encroaching pipeline.

L. If unusual conditions are proposed for the encroaching pipeline or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

M. All backfill material within United States rights-of-way shall be compacted to 95 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of Project works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over Project works or within 18 inches horizontally of Project works.

N. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, D-2049, par. 7.1.2, wet method.

O. Any nonmetallic encroaching pipeline below ground level shall be accompanied with warning tape with a metallic strip. Metal pipe shall also be accompanied with warning tape. All tape shall be located 12 inches above the pipeline and extend throughout all right-of-way.

P. No use of United States land or right-of-way shall be permitted that involves the storage of hazardous material.

Q. Utility pipe crossing of Reclamation pipelines must be approved on an individual basis. Metal pipes which do not have a dielectric coating will require a polyethylene plastic wrap for corrosion protection of Reclamation pipeline by induced current from utility crossings.

R. For all utility crossings, a permanent placard shall be placed at each point that the utility enters or exits the right-of-way of the United States. This placard shall identify the type of utility located below it, the name of the utility company and a telephone number where the utility company can be reached.



Weber Basin Water Conservancy District



Weber Basin Water

Author:

Disclaimer: Information shown on this map is for planning and illustration purposes only. Weber Basin Water assumes no liability for any errors, omissions or inaccuracies in the information provided or for any action taken, or action not taken by the user in reliance upon any maps or information provided herein.

Date: 9/25/2020 Time: 1:08:50 PM

1 inch = 188 feet

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BENCHMARK

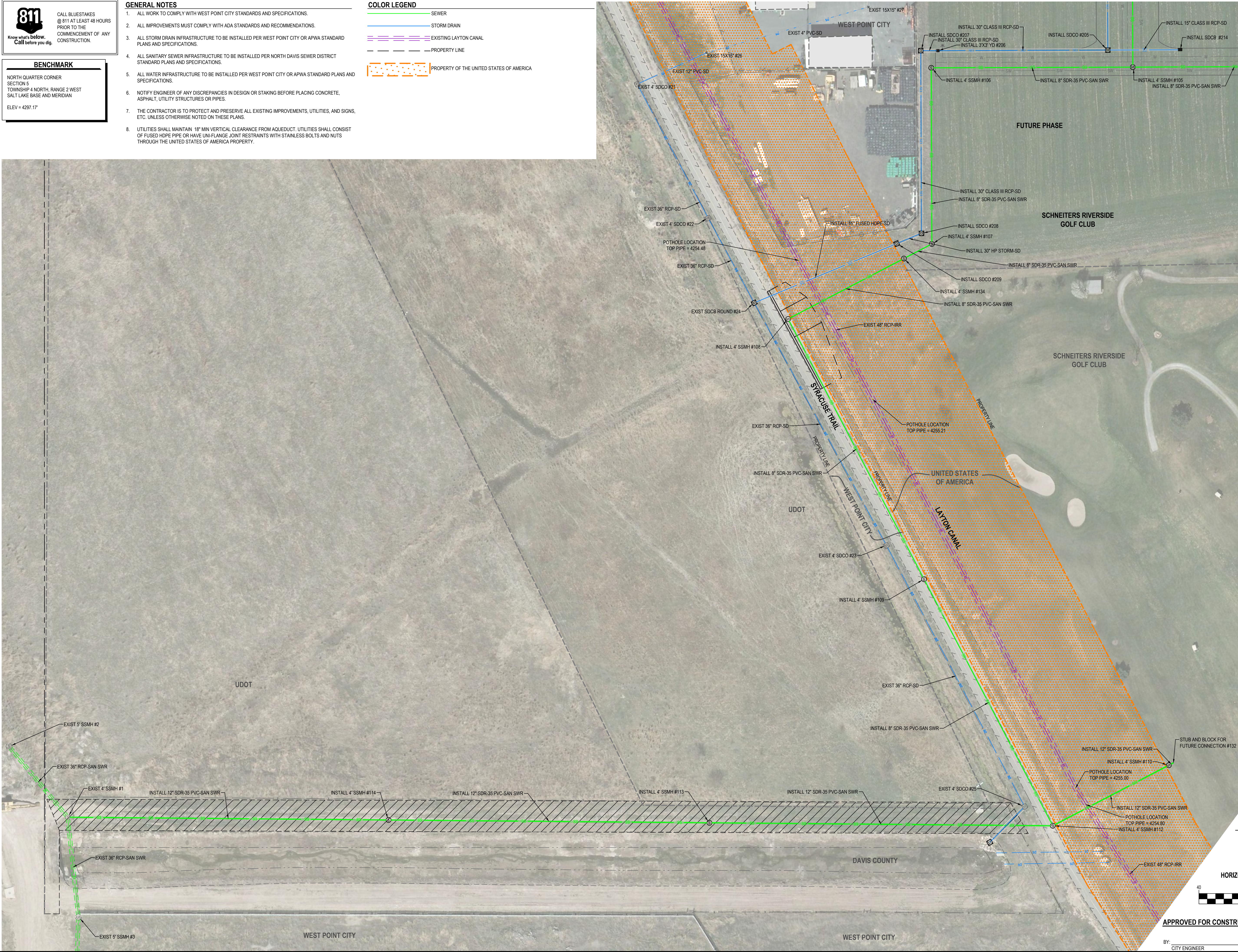
NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17

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COLOR LEGEND

- SEWER
- STORM DRAIN
- EXISTING LAYTON CANAL
- PROPERTY LINE
- PROPERTY OF THE UNITED STATES OF AMERICA



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SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NHM8, LLC
P.O. BOX 2000
LAYTON, UTAH 84041
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

**BLUFF VIEW SUBDIVISION
PHASE 1 AND 2
3830 WEST 300 NORTH
WEST POINT, UTAH**



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**OVERALL OFFSITE
UTILITY PLAN**

PROJECT NUMBER 7941B	PRINT DATE 9/22/20
DRAWN BY M.ELMER	CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON	

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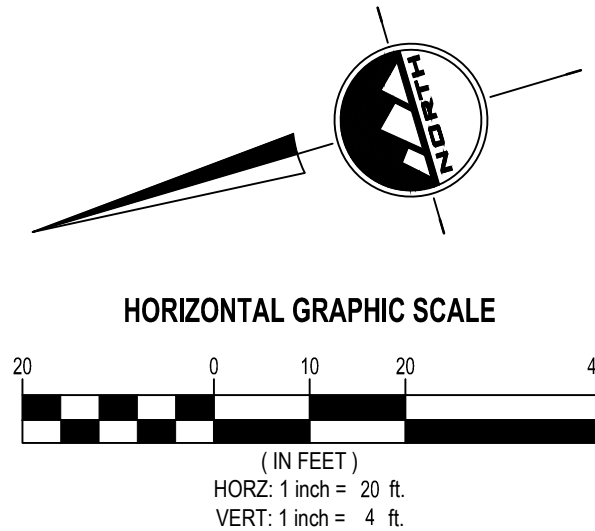
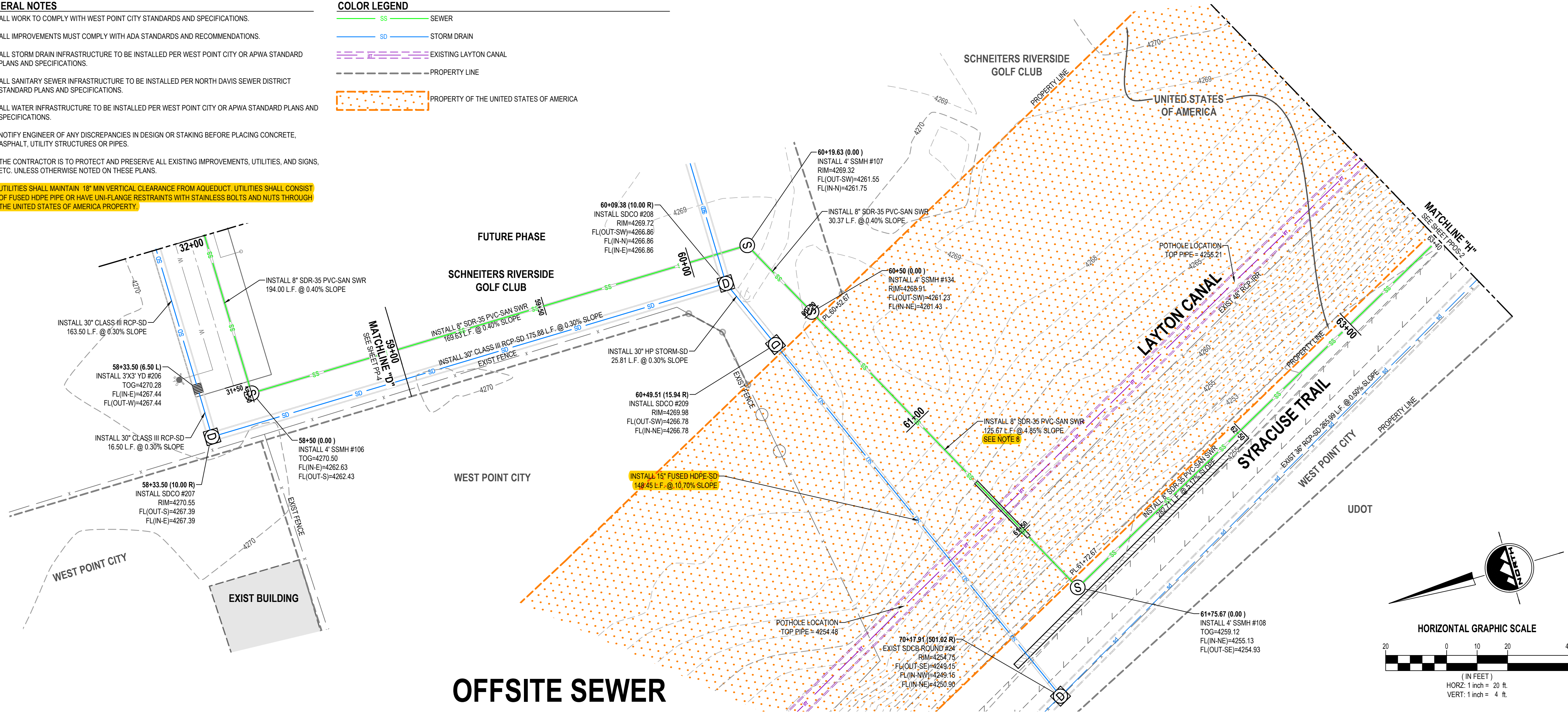
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SALT LAKE BASE AND MERIDIAN
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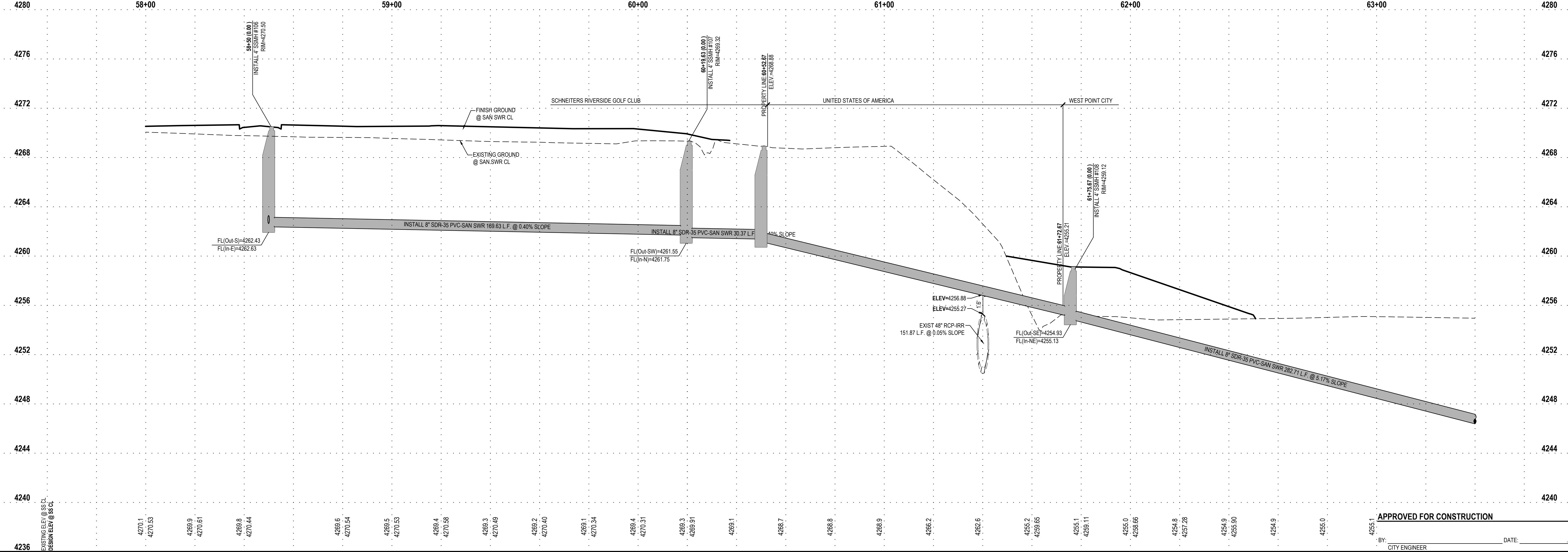
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COLOR LEGEND

- SS SEWER
- SD STORM DRAIN
- EXISTING LAYTON CANAL
- PROPERTY LINE
- PROPERTY OF THE UNITED STATES OF AMERICA



OFFSITE SEWER



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FOR:
NHW8, LLC
P.O. BOX 2000
LAYTON, UTAH 84041

CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

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OFFSITE SEWER PLAN AND PROFILE

PROJECT NUMBER 7941B	PRINT DATE 9/22/20
DRAWN BY M.ELMER	CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON	

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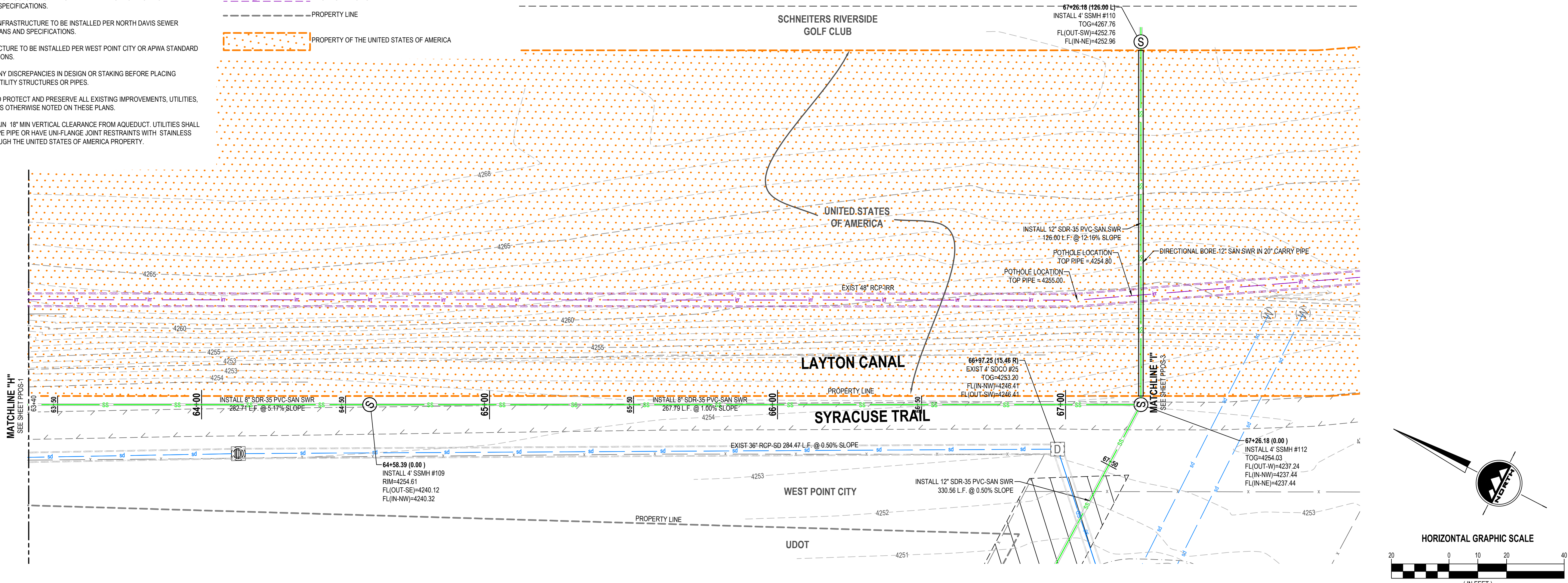
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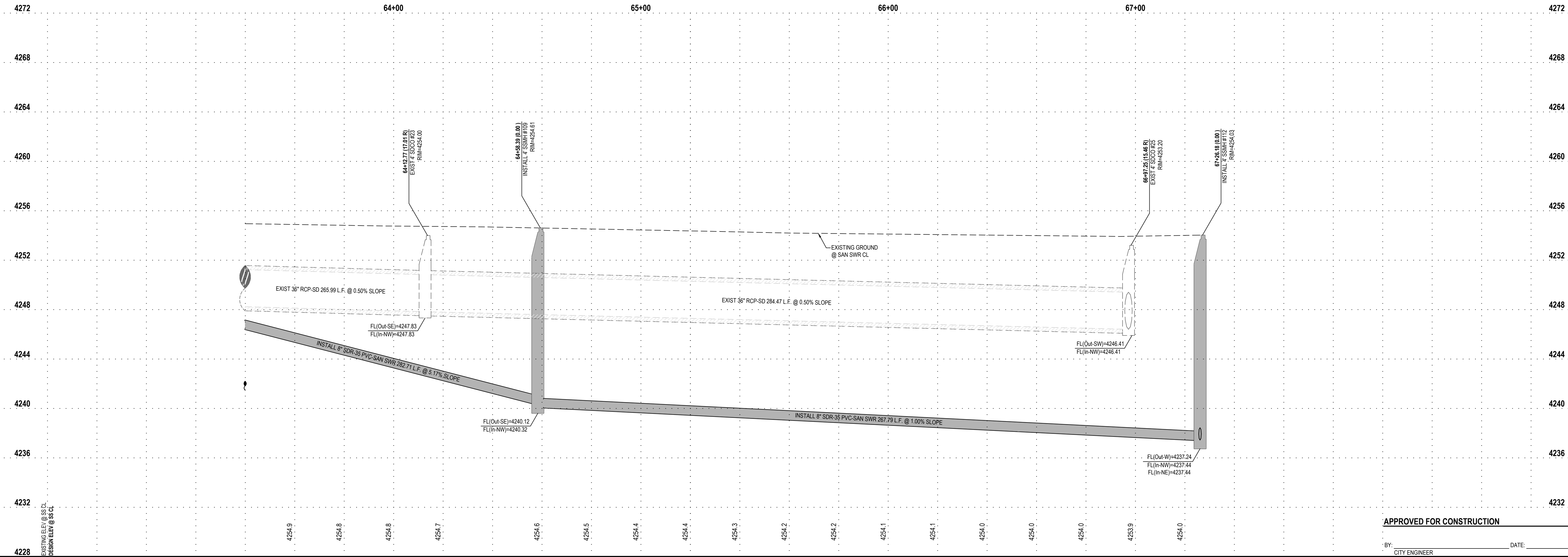
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COLOR LEGEND

- SS SEWER
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- EXISTING LAYTON CANAL
- PROPERTY LINE
- PROPERTY OF THE UNITED STATES OF AMERICA



OFFSITE SEWER



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BY: CITY ENGINEER DATE:

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PHONE: 801-634-2129

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OFFSITE SEWER PLAN AND PROFILE

PROJECT NUMBER
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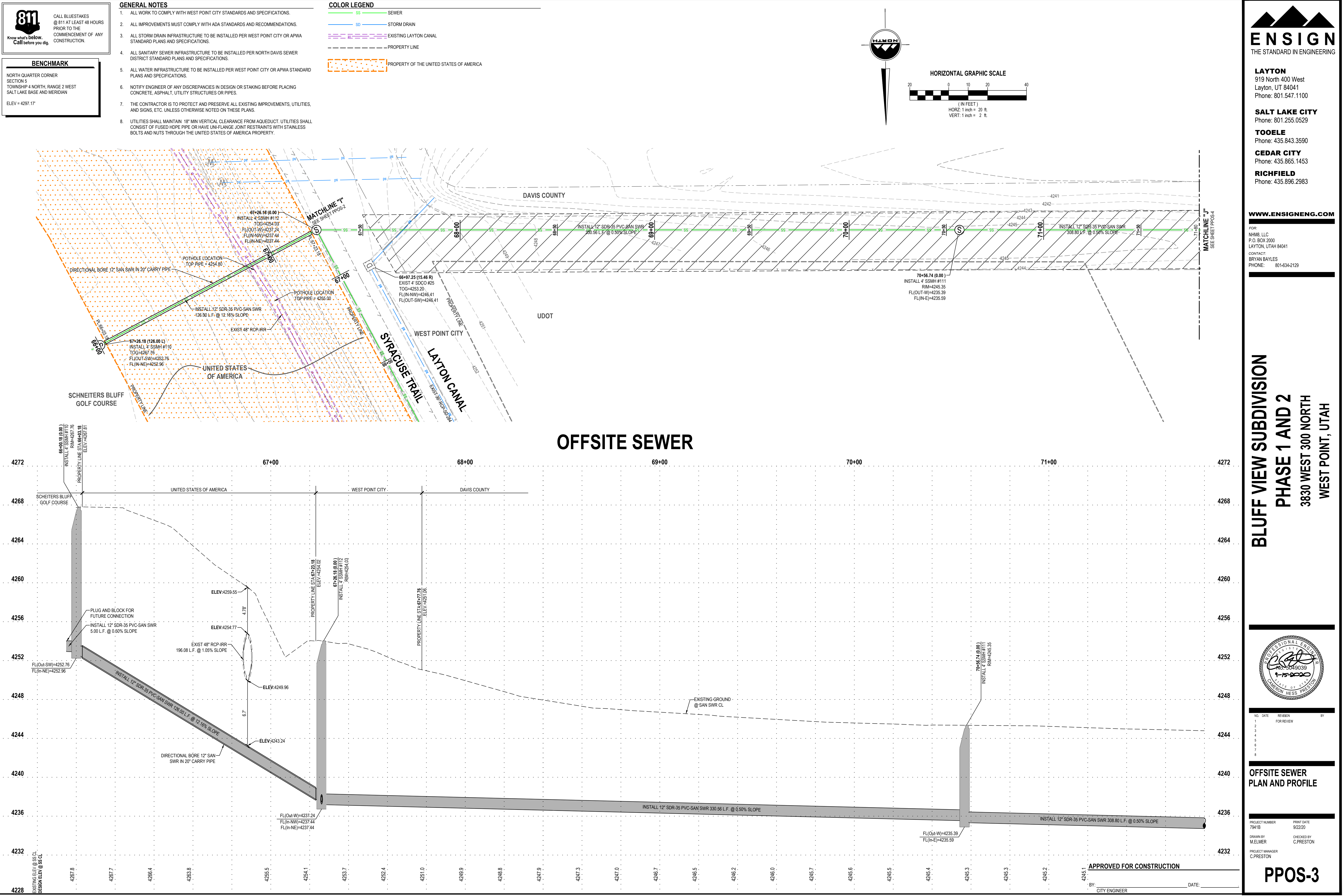
PRINT DATE
9/22/20

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

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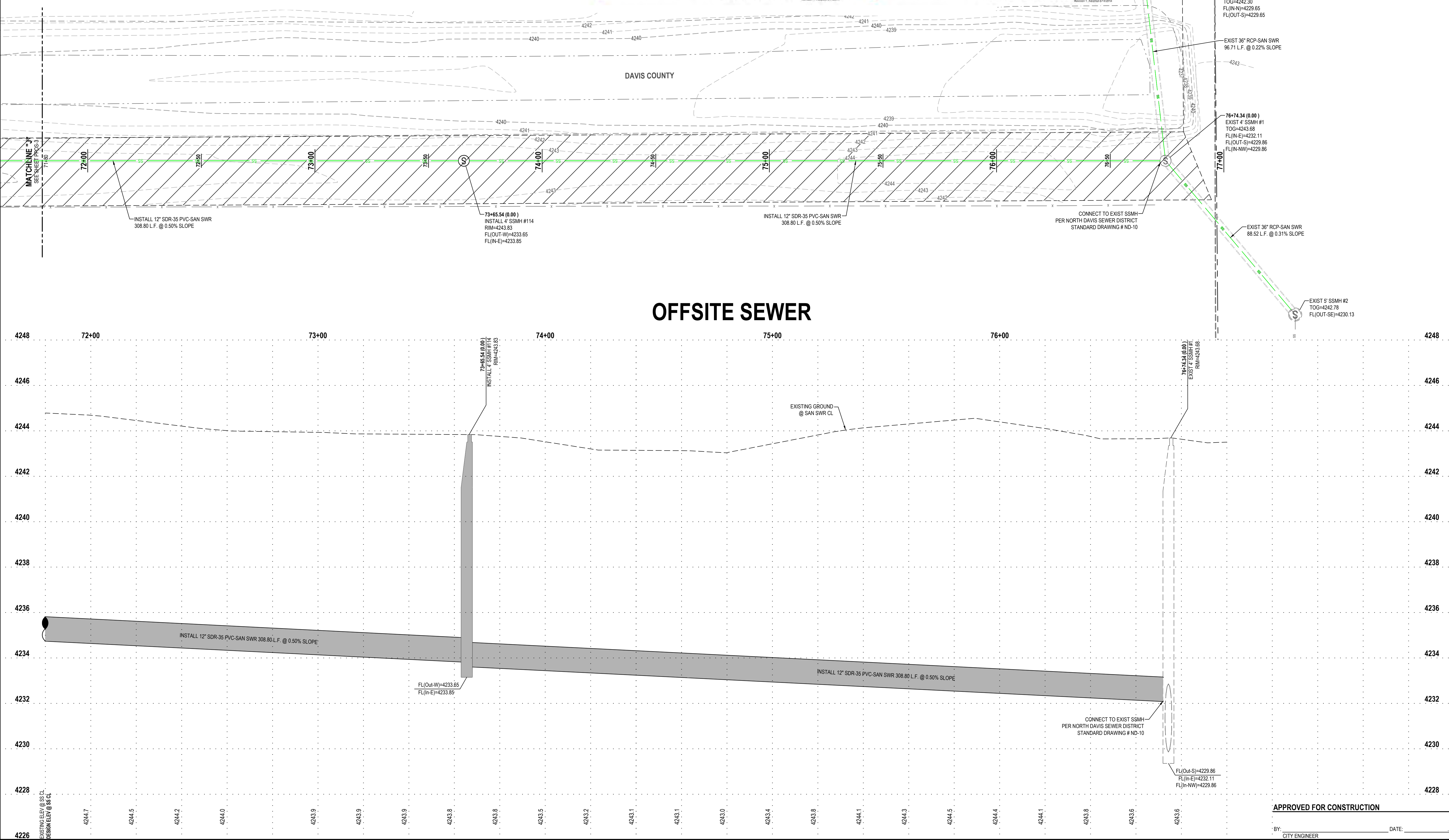
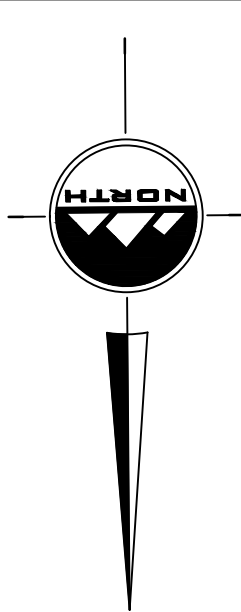
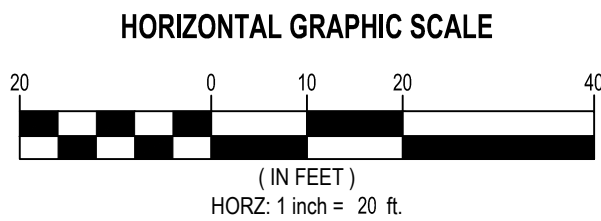
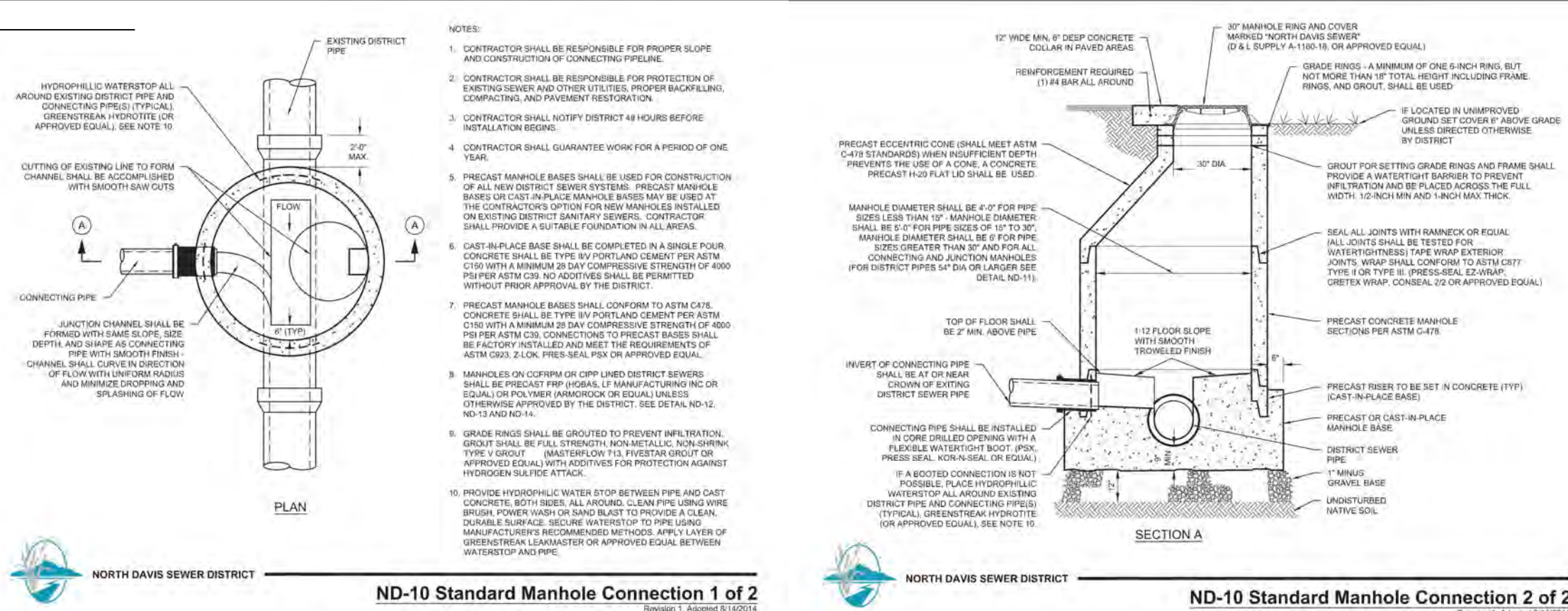
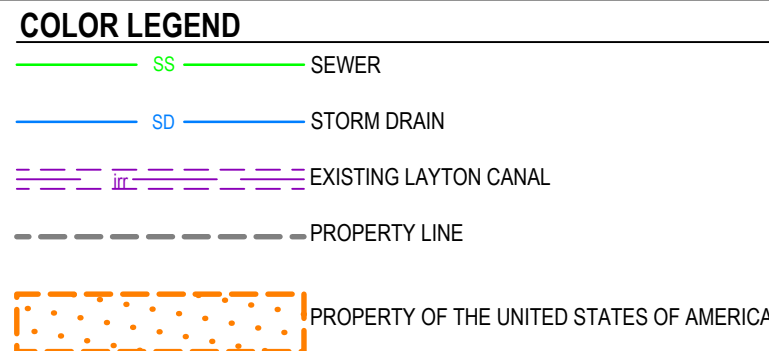
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PHONE: 801-634-2129

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PHASE 1 AND 2

3830 WEST 300 NORTH

WEST POINT, UTAH

PROFESSIONAL ENGINEER

1-5000

STATE OF UTAH

CARLTON HESS, P.E.

NO.

DATE

REVISION

BY

1

FOR REVIEW

2

3

4

5

6

7

8

OFFSITE SEWER
PLAN AND PROFILE

PROJECT NUMBER
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PRINT DATE
9/22/20

DRAWN BY
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CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

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ELEV = 4297.17

COLOR LEGEND

SS

SEWER

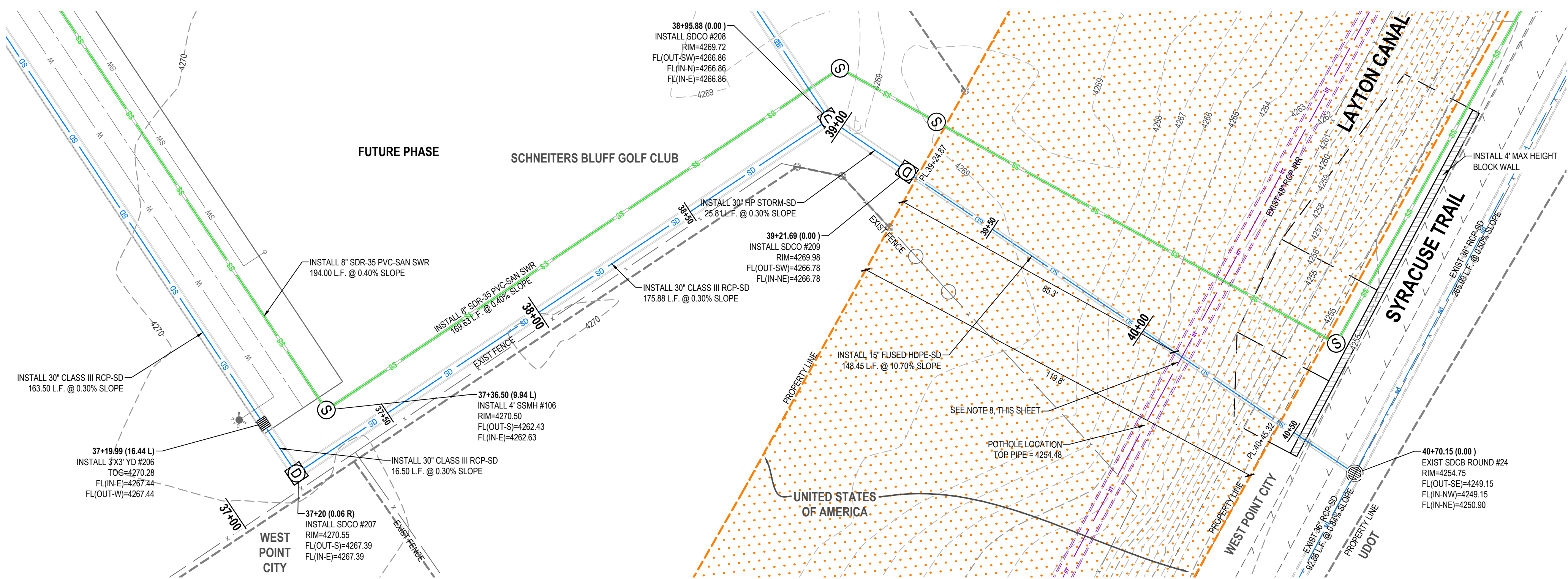
SD

STORM DRAIN

EXISTING LAYTON CANAL

PROPERTY LINE

PROPERTY OF THE UNITED STATES OF AMERICA



- GENERAL NOTES
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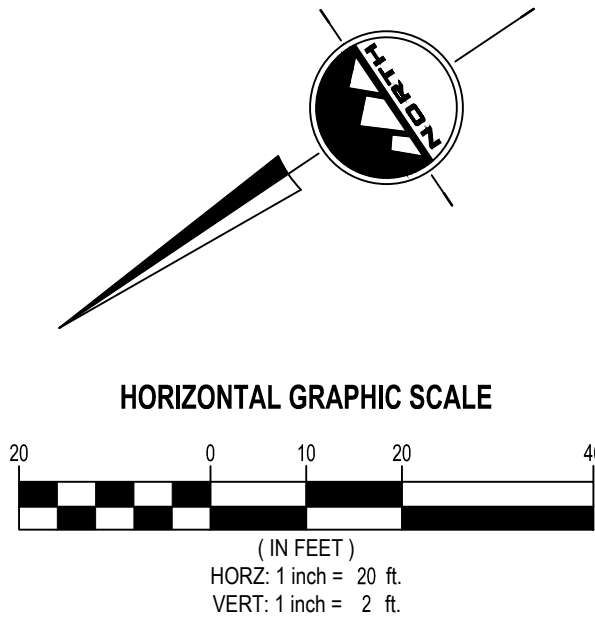
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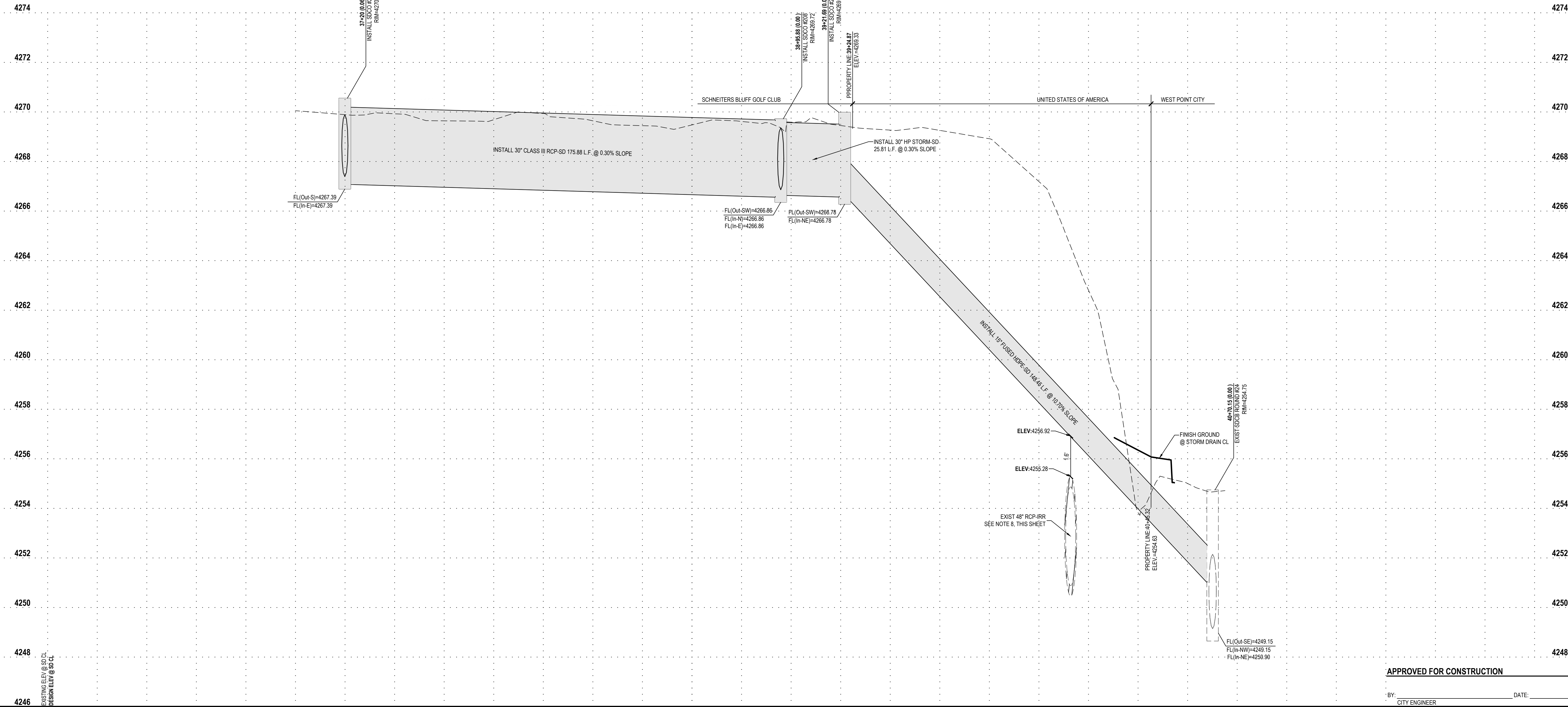
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OFFSITE STORM DRAIN



APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
CITY ENGINEER

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Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

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

BLUFF VIEW SUBDIVISION
PHASE 1 AND 2
3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER

STATE OF UTAH

15500

CARSON HESS

NO. DATE REVISION BY

1 FOR REVIEW

2

3

4

5

6

7

8

OFFSITE STORM DRAIN
PLAN AND PROFILE

PROJECT NUMBER
7941B

PRINT DATE
9/22/20

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

PPOS-5

West Point City Council

25

February 2, 2021

City Council Staff Report

Subject: Interlocal Agreement with Davis County Animal Services
Author: Kyle Laws
Department: Executive
Date: February 2, 2021



Background

Davis County and West Point City renegotiated the Interlocal Agreement for Animal Control Services that goes through December 31, 2020. However, this agreement has been amended each year to update the fees to be paid based on previous year calls. Additionally, with the challenges presented during 2020 due to the pandemic and hiring of a new director, the County is requesting one final amendment to the contract for 2021 with the plan to negotiate a new contract beginning in 2022.

Analysis

Last year (Calendar Year 2020) the City's cost for animal control services, as outlined in the contract, was:

- \$44,746.86 for general animal control services
- \$1,519.25 for wild animal calls and services
- \$2,210.45 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 full 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 2021) is:

- \$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

The total cost is \$46,214.45, down from a total \$48,476.56 last year. Our Budget for FY2021 is \$55,000.

The attached letter from Rollin Cook, Director of an Animal Care of Davis County explains the reasons for the changes in our fees. We had fewer calls during the previous year which lowered our fees for general animal services. The County has made changes to their approach to wildlife and will discontinue this service this summer, thus our fee only accounts for the first half of the year. And finally, the County has plans to relocate their facility to a newer, more suitable shelter for effective animal care operations and

convenience of our residents. We should expect to see changes in our contract renewal to reflect these significant, but needed, upgrades. Until then, however, there are still capital facility needs and thus a fee is needed to help get them through until this new facility is built and operational.

One final note, there is currently a bill being presented to the State Legislature that will allow for a property tax levy to be imposed to fund animal care services, similar to library services and health departments. If this bill is successful in passing, funding for the Animal Care program will be greatly enhanced. The details of how this will impact our contracts moving forward are still being discussed and considered, but this will be a much needed step in helping provide better and more efficient care of animals in our County, as well as provide the staff with the tools they need to be successful.

Recommendation

This is for discussion only. No action is required at this time. However, we will need to take action on this amendment at the next City Council meeting so any feedback the Council has would be appreciated.

Significant Impacts

No significant impacts at this time.

Attachments

- Letter from Rollin Cook, Director of Animal Care of Davis County
- Amendment No. 4 to Interlocal Cooperation Agreement between Davis County and West Point City for Animal Control Services.



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

To: Kyle Laws

From: Rollin Cook

Date: January 20, 2021

Re: Amendment #6 to Interlocal Cooperation Agreement for Animal Services

Mr. Laws,

Attached you will find Amendment #6 to Interlocal Cooperation Agreement for Animal Services provided to the city of West Point. My sincere appreciation for your patience as we have pulled this information together following the end of year budget session and the end of the original contract. I would also like to express my gratitude to all of the city managers and mayors who took the time out of their very busy schedules to meet with me over the past three weeks. I appreciate your feedback and ideas for improvement.

As discussed in our last meeting, this amendment is intended to guide us through 2021, as we attempt to construct a more consistent, transparent and sustaining funding model for animal care services in Davis County. Currently, a bill is being presented at our state legislative session that would allow for a tax levy to be used to fund animal care services similar to library services, health departments, etc. We should know more about the potential success of that legislation in the coming weeks, but preliminary indications are very positive.

There are three specific areas of this amendment that I think are important to review and understand. They are the annual expenditures, termination of wildlife services and the capital projects fund.

Annual Expenditures:

As has been the case every year, we saw a slight increase in our annual expenditures. This year's increase is 11.5% vs. 2020 that was 14%. As you know, yearly increases are often due to the increase need of capital equipment and personnel expenditures. As an agency we have been able to limit the majority of our personnel increases this year through attrition and other reduction efforts.

Our capital equipment line item is slightly higher due to the need to replace one more truck than we did last year. The county has a truck replacement policy that mirrors the general economic lifecycle of the vehicles we use. We replace the trucks when they are either 7 years old or older or have surpassed 150,000 miles. We go to great lengths to keep our vehicles well maintained, but unfortunately



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

the vehicles we replaced were past their life cycle. We will continue to properly monitor our vehicle use and mileage and ensure our replacement timing is planned as reasonably possible.

Wildlife Services:

With the agreed upon changes to our operations regarding wildlife services, this is the final year that we will be collecting wildlife fees as a part of the annual agreement. You will notice that this amount is generally smaller than years past because we are only charging for wildlife fees for the time period of January 01, 2020 - July 01, 2020.

Capital Projects Fund:

As you know, we are 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 us with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

Obviously, we will be prudent knowing that the intent is to move to a new building in the near future. However, it is also sensible to ensure the aged facility is still able to properly house animals, provide a safe work environment for our employees and safely and effectively serve our citizens and their pets. This fund will also be used to facilitate an animal care feasibility study that will objectively identify the needs and considerations for the future of animal care in Davis County, as well as, the requirements for a new facility.

In addition to the electronic version of this letter and contract amendment, we will be sending the original documents to you via U.S. Mail. Please use those original documents for the official signatures and return them to us in the stamped manila envelope provided by **February 28, 2021**.

Once received we will get the necessary signatures of our county officials and forward a copy to you for your records. We appreciate any efforts made to expedite the review and signature process, and will do our part to turn around any contracts we receive prior to February 28. If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide professional animal care and control services to the citizens of your city.

Sincerely,

A handwritten signature in black ink, appearing to read "Rollin Cook".

Rollin Cook

Director

Animal Care of Davis County

Connects.You.

AMENDMENT NO. 06 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 06 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 6") is made and entered into as of January 1, 2021, 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. 6 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. 6, 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. 6, 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 2021 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 2021 Expenditures by Davis County for Animal Care and Control:	Personnel: Operating: Capital Equipment: Allocations: Total Expenditures:	\$2,134,321.20 \$385,687.54 \$210,493.44 + <u>\$166,310.00</u> \$2,896,812.18
Projected 2021 Revenues of Davis County Animal Care and Control:	Licenses: Shelter Fees: Surgical Fees: Wildlife Fees: Donations: Total Revenues:	\$220,000 \$180,500 \$48,000 \$12,823.50 \$1,500 + <u>\$5,000</u> \$467,823.50
Projected 2021 Expenditures Less Projected 2021 Revenues:		\$2,896,812.18 - <u>\$467,823.50</u> \$2,428,988.68
Combined Cities' 50% Obligation:		\$2,428,988.68 x <u>0.50</u> \$1,214,494.34
Average of the City's Total Billable Calls for 2019 and 2020:		354
Average of Combined Cities' Total Billable Calls for 2019 and 2020:		9784
The City's 2020 Usage Rate:		$354 / 9784$ = 3.6187%
The City's 2021 Calendar Year Obligation to the County:		\$43,948.99

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 2021 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2020:	9
Cost to City for Each Wildlife Call in 2020:	\$25.75
The City's 2021 Calendar Year Obligation to County for Wildlife Calls:	\$231.75

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2021 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
2021 Obligation of the Combined Cities:	\$56,200.00
The City's 2020 Usage Rate:	3.6187%
The City's 2021 Calendar Year Obligation to the County:	\$2033.71

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.

2. **Discontinuation of Wildlife Services.** In reference to Section 1(b) of the Agreement *Wildlife Services*, the County and the City discontinued the pick-up and euthanasia of wild nuisance animals, such as raccoons and skunks, trapped within City's limits as of July 01st, 2020. This Amendment No. 6, includes the City's obligation for wildlife services up-to and including the discontinuation date of July 01st, 2020 and the city will not be charged beyond that date for wildlife services within the City's limits.
3. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement *Capital Projects Fund Regarding the Shelter*, this Amendment No. 6 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2021. 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 2021 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 Combined 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.
4. **Term of Agreement.** In reference to Section 10 of the Agreement *Term of Agreement*, this Amendment No. 6 shall, subject to the termination and other provisions set forth therein,

terminate on December 31, 2021 at 11:59 p.m. (the "Term") The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

5. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 6, the terms and conditions of the Agreement shall remain in full force and effect.
6. **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. 6 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: _____ —

RESOLUTION NO. 02-02-2021A

**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 2nd day of February, 2021.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

City Council Staff Report

Subject: Discussion – Bluff View Subdivision Phases 1 and 2
Author: Bryn MacDonald
Department: Community Development
Date: February 2, 2021



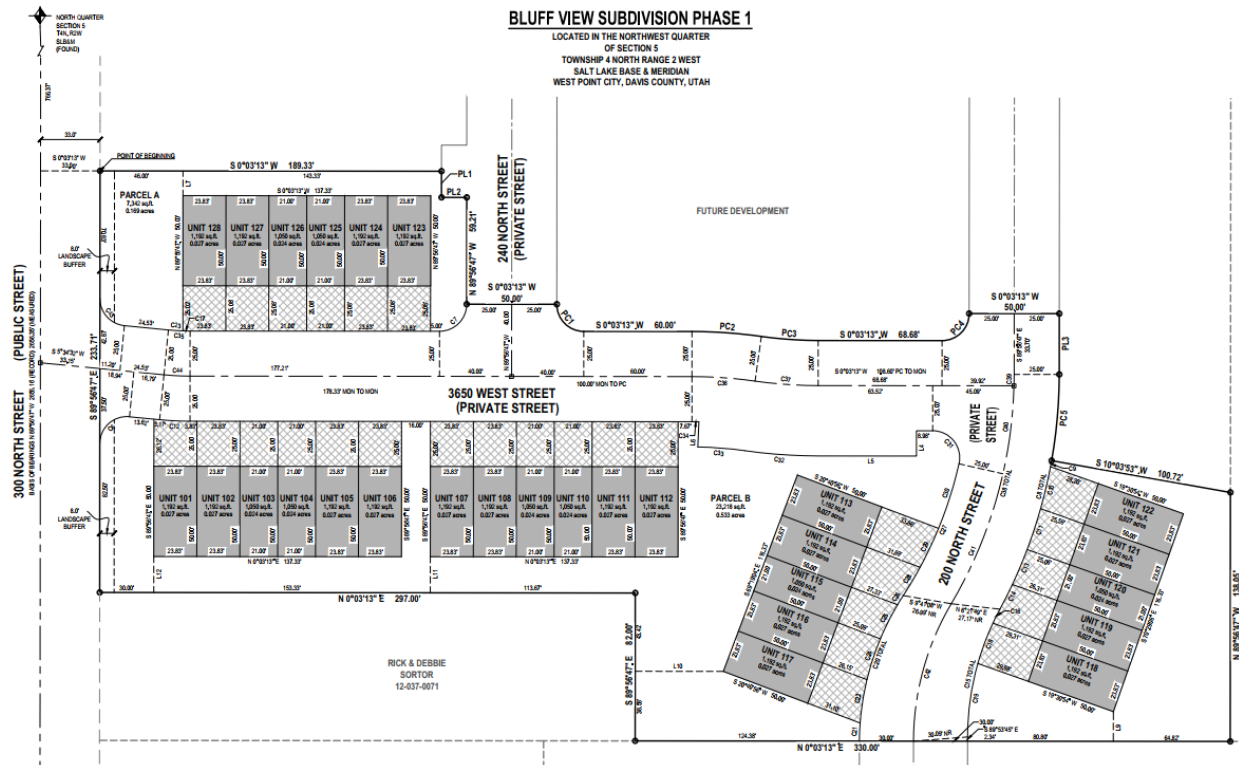
Background

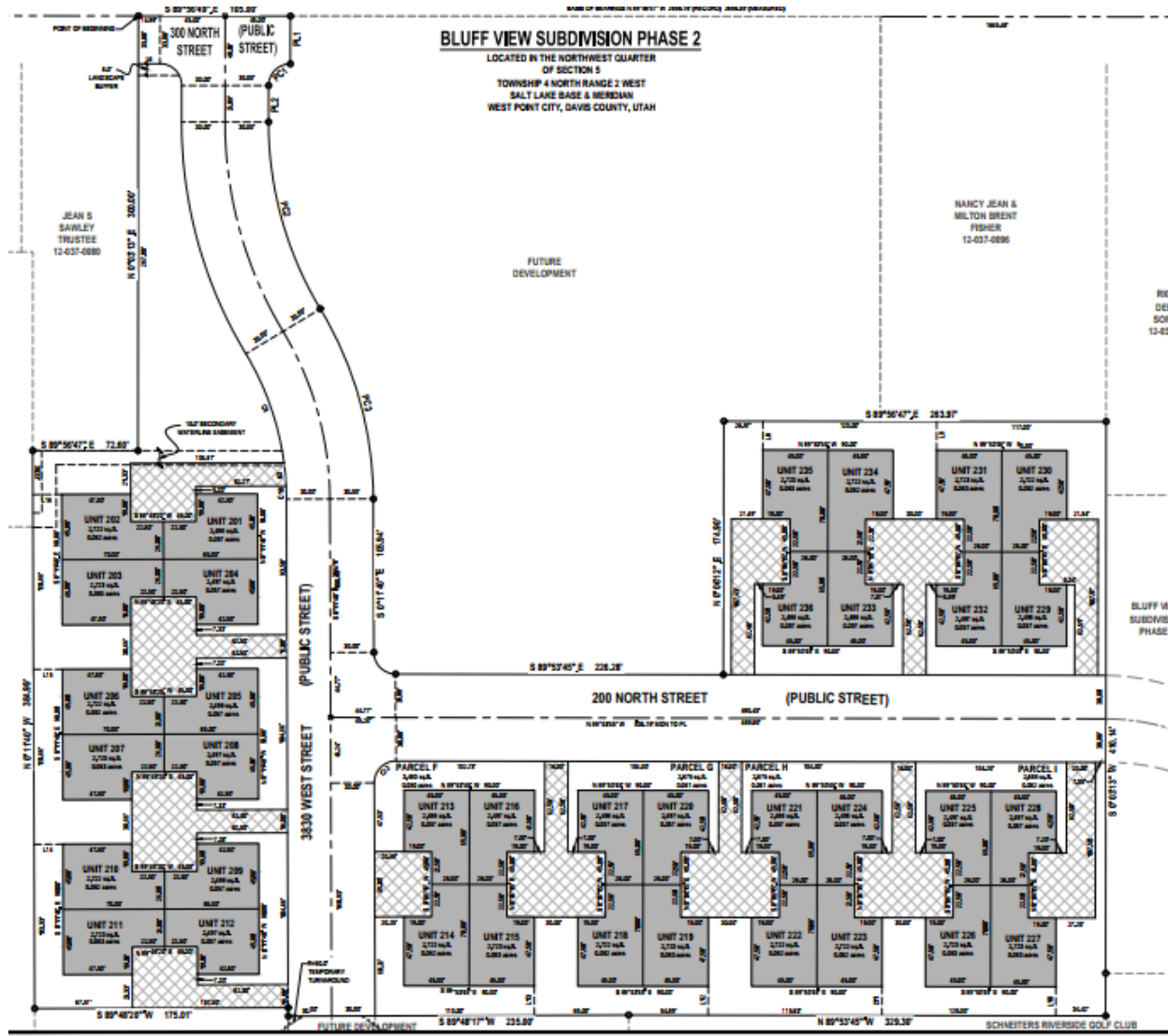
The applicant, NHM8, LLC, is seeking final plat approval for the Bluff View Subdivision phases 1 and 2, located at approximately 3700 West 300 North.

The City Council rezoned this property to R-4 (Residential- 8 units per acre). The Planning Commission granted preliminary approval for this project on August 13, 2020. The development consists of 27.5 acres of land with 202 units (7.3 units per acre) that are divided up into 6 phases. The development will be a mix of “patio” style homes (116) and traditional “townhomes” (86). The project will consist of private and public streets and will provide adequate off-street parking spaces.

Analysis

Staff has reviewed the plans and provided comments back to the applicant.





Recommendation

No action is requested at this time. This item is on for discussion only. This item is scheduled for action at the Planning Commission meeting on February 11, 2021.

Attachments

- A. Plans



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

BENCHMARK

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

ELEV = 4297.17'

BLUFF VIEW SUBDIVISION

PHASE 1 AND 2

FOR APPROVAL
NOT FOR CONSTRUCTION

DATE PRINTED
November 16, 2020

3830 SOUTH 300 NORTH STREET
WEST POINT, UTAH

INDEX OF DRAWINGS

- 1 OF 2 PHASE 1 SUBDIVISION PLAT
- 2 OF 2 PHASE 1 SUBDIVISION PLAT
- 1 OF 2 PHASE 2 SUBDIVISION PLAT
- 2 OF 2 PHASE 2 SUBDIVISION PLAT
- C-001 GENERAL NOTES
- C-100 SITE PLAN
- C-101 300 NORTH UDOT STRIPING/SITE PLAN
- C-200 GRADING PLAN
- C-201 DRAINAGE PLAN
- C-202 DETENTION BASIN PLAN
- C-203 STORM DRAIN CALCULATIONS

- C-300 UTILITY PLAN
- C-301 300 NORTH STREET UTILITY PLAN
- C-400 EROSION CONTROL PLAN
- PP-1 3830 WEST STREET PLAN AND PROFILE
- PP-2 3830 WEST STREET PLAN AND PROFILE
- PP-3 3830 WEST STREET PLAN AND PROFILE
- PP-4 75 SOUTH STREET PLAN AND PROFILE
- PP-5 200 NORTH STREET PLAN AND PROFILE
- PP-6 200 NORTH STREET PLAN AND PROFILE
- PP-7 3650 WEST STREET PLAN AND PROFILE
- PPOS-1 OFFSITE SEWER PLAN AND PROFILE

- PPOS-2 OFFSITE SEWER PLAN AND PROFILE
- PPOS-3 OFFSITE SEWER PLAN AND PROFILE
- PPOS-4 OFFSITE SEWER PLAN AND PROFILE
- PPOS-5 OFFSITE STORM DRAIN PLAN AND PROFILE
- C-500 DETAILS
- C-501 DETAILS
- C-502 DETAILS
- L-100 LANDSCAPE PLAN

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

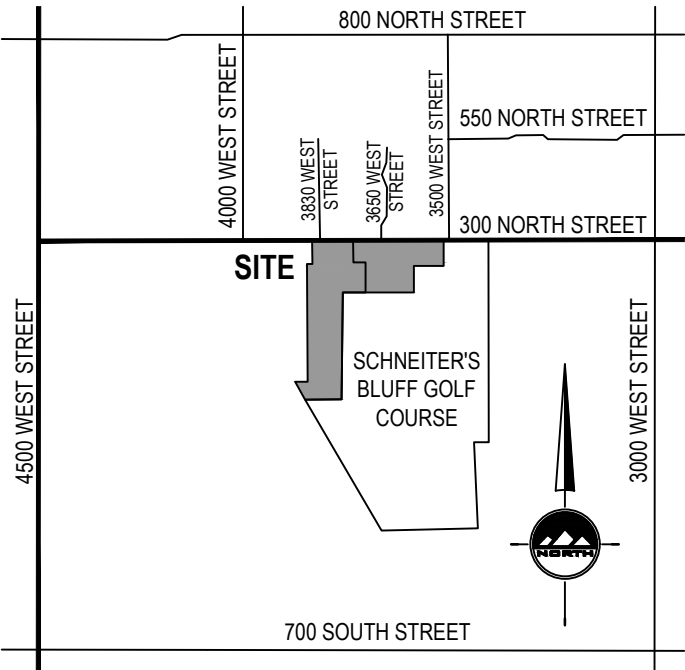
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

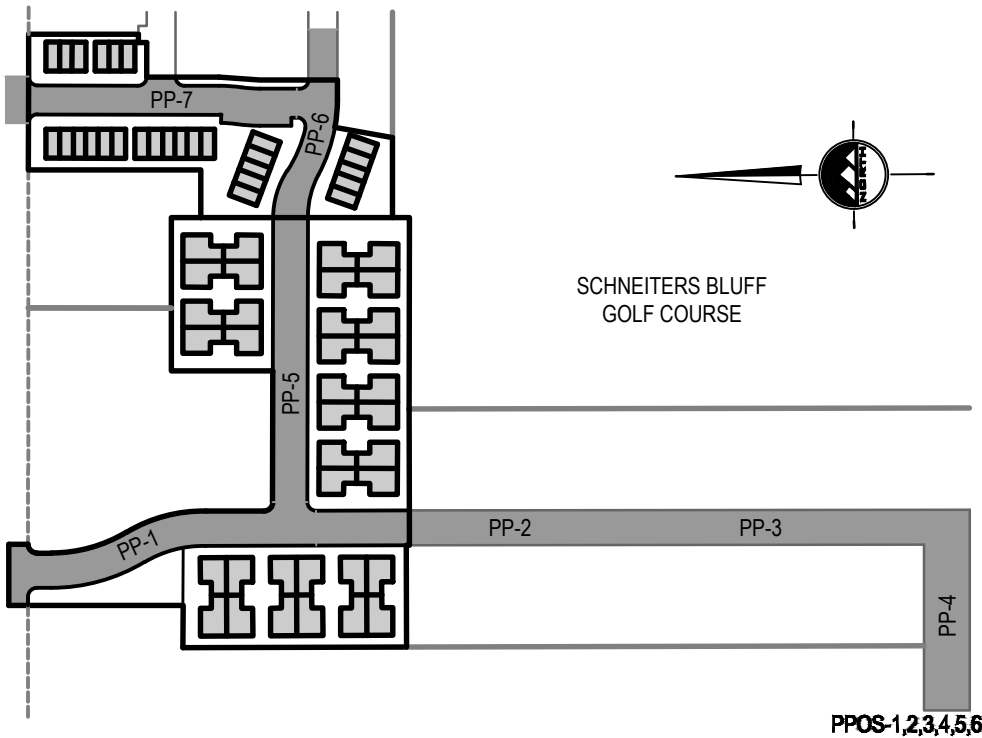
UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

VICINITY MAP



KEY MAP



GENERAL NOTES

- ALL WORK SHALL CONFORM TO WEST POINT CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
CITY ENGINEER



EN SIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.866.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NHMB, LLC
P.O. BOX 2000
LAYTON, UTAH 84041

CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION
PHASE 1 AND 2
3830 WEST 300 NORTH
WEST POINT, UTAH



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

COVER

PROJECT NUMBER
7941B

PRINT DATE

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON

BLUFF VIEW SUBDIVISION PHASE 1

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
SEPTEMBER 2020

GENERAL NOTES:

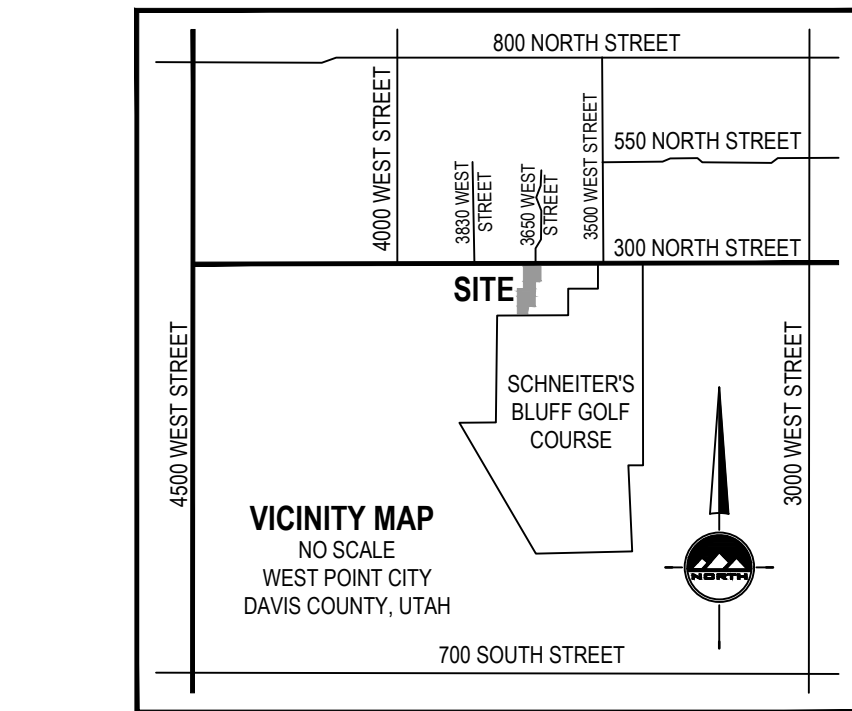
- PROPERTY IS ZONED R-4.
 - FRONT YARD SETBACK IS 25'
 - REAR YARD SETBACK IS 20'
 - SIDE YARD SETBACK IS 9' (TOTAL 16')
 - CORNER LOT SIDE YARD SETBACK IS 8' AND 20'.
- ALL PRIVATE STREETS AND COMMON OPEN SPACE (PARCELS A-D) AREAS ARE PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE).
- ANY LANDSCAPE BUFFERS, OPEN SPACE PARCELS, COMMON SPACE, PRIVATE DRIVES, UTILITIES AND/OR ANY OTHER AMENITIES SHALL BE MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION WITH SPECIFIC MAINTENANCE RESPONSIBILITIES OUTLINED WITHIN THE SUBDIVISION CC&RS.
- ALL ANGLES ON THE BUILDINGS AND LIMITED COMMON AREAS ARE 90° UNLESS NOTES OTHERWISE.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
- PARCELS A-C TO BE COMMON OPEN SPACE.
- THE PROPERTY IS IN WEST POINT CITY LAND DRAIN ZONE 'D'.

LAND USE TABLE		
PRIVATE OWNERSHIP	32,240 sq ft	24%
LIMITED COMMON AREA	16,758 sq ft	13%
OPEN SPACE	43,478 sq ft	33%
PRIVATE STREETS	39,717 sq ft	30%
TOTAL	132,185 sq ft 3.035 acres	100%

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	15.00'	23.56'	90°00'00"	S45°03'13"W	21.21'
PC2	275.00'	38.62'	8°02'46"	S4°04'36"W	38.59'
PC3	225.00'	31.60'	8°02'46"	S4°04'36"W	31.57'
PC4	15.00'	23.56'	90°00'00"	S44°56'47"E	21.21'
PC5	275.00'	48.05'	10°00'40"	N84°56'27"W	47.99'
C6	15.00'	25.01'	95°31'19"	N42°11'07"W	22.21'
C7	15.00'	23.56'	90°00'00"	S44°56'47"E	21.21'
C8	275.00'	135.59'	28°14'59"	N75°49'18"W	134.22'
C9	275.00'	3.37'	0°42'06"	N79°35'04"W	3.37'
C10	275.00'	23.98'	4°59'49"	N76°44'07"W	23.98'
C11	275.00'	23.85'	4°58'06"	N71°45'09"W	23.84'
C12	175.00'	16.87'	5°31'19"	S2°48'53"W	16.86'
C13	275.00'	21.04'	4°23'03"	N67°04'35"W	21.04'
C14	275.00'	15.30'	3°11'15"	N63°17'26"W	15.30'
C15	150.00'	73.82'	28°11'56"	N75°47'47"W	73.08'
C16	150.00'	8.72'	3°19'58"	N63°21'47"W	8.72'
C17	125.00'	4.00'	1°50'02"	S0°58'14"W	4.00'
C18	150.00'	23.86'	9°06'51"	N69°35'12"W	23.84'
C19	150.00'	41.24'	15°45'07"	N82°01'11"W	41.11'
C20	149.99'	85.43'	32°37'58"	N73°13'37"W	84.28'
C21	149.99'	10.02'	3°49'36"	S87°37'48"E	10.02'
C22	149.99'	24.37'	9°18'32"	S81°03'44"E	24.34'
C23	125.00'	8.05'	3°41'18"	S3°43'54"W	8.05'
C24	149.99'	23.88'	9°07'21"	S71°50'47"E	23.86'
C25	149.99'	21.14'	8°04'26"	S63°14'54"E	21.12'
C26	149.99'	6.02'	2°18'03"	S58°03'39"E	6.02'
C27	225.00'	79.71'	20°17'57"	S67°03'40"E	79.30'
C28	225.00'	18.21'	4°38'16"	S59°13'49"E	18.21'
C29	225.00'	23.93'	6°05'33"	S64°35'44"E	23.91'
C30	225.00'	37.58'	9°34'08"	S72°25'34"E	37.53'
C31	15.00'	26.90'	102°44'09"	N51°25'17"E	23.44'
C32	289.00'	40.58'	8°02'46"	S4°04'36"W	40.55'
C33	211.00'	26.36'	7°09'28"	N4°31'15"E	26.34'
C34	225.00'	3.85'	0°58'53"	N0°32'39"E	3.85'
C35	125.00'	12.05'	5°31'19"	S2°48'53"W	12.04'
C36	250.00'	35.11'	8°02'46"	N4°04'36"E	35.08'
C37	250.00'	35.11'	8°02'46"	S4°04'36"W	35.08'
C38	250.00'	133.42'	30°34'38"	S74°39'28"E	131.84'
C39	250.00'	6.30'	1°26'35"	N89°13'30"W	6.30'
C40	250.00'	49.27'	11°17'34"	N82°51'25"W	49.19'
C41	250.00'	77.85'	17°50'29"	N68°17'24"W	77.53'
C42	150.00'	79.92'	30°31'36"	N74°37'57"W	78.98'
C43	15.00'	22.12'	84°28'41"	S47°48'53"W	20.17'
C44	150.00'	14.48'	5°31'19"	S2°48'53"W	14.45'

LINE TABLE		
LINE	BEARING	LENGTH
PL1	N89°56'47"W	14.50'
PL2	S0°03'13"W	14.00'
PL3	N89°56'47"W	33.70'
L4	N89°56'47"W	14.00'
L5	S0°03'13"W	54.53'
L6	S87°33'52"E	14.00'
L7	S89°56'47"E	13.62'
L9	N89°56'55"W	16.51'
L10	N0°03'13"E	48.88'
L11	N89°56'47"W	20.00'
L12	N89°56'47"W	20.00'

ADDRESS TABLE	
UNIT #	ADDRESS
101	283 NORTH 3650 WEST
102	279 NORTH 3650 WEST
103	275 NORTH 3650 WEST
104	271 NORTH 3650 WEST
105	267 NORTH 3650 WEST
106	263 NORTH 3650 WEST
107	255 NORTH 3650 WEST
108	251 NORTH 3650 WEST
109	247 NORTH 3650 WEST
110	243 NORTH 3650 WEST
111	239 NORTH 3650 WEST
112	235 NORTH 3650 WEST
113	3690 WEST 200 NORTH
114	3694 WEST 200 NORTH
115	3698 WEST 200 NORTH
116	3702 WEST 200 NORTH
117	3706 WEST 200 NORTH
118	3697 WEST 200 NORTH
119	3693 WEST 200 NORTH
120	3689 WEST 200 NORTH
121	3685 WEST 200 NORTH
122	3681 WEST 200 NORTH
123	260 NORTH 3650 WEST
124	264 NORTH 3650 WEST
125	268 NORTH 3650 WEST
126	276 NORTH 3650 WEST
127	280 NORTH 3650 WEST
128	284 NORTH 3650 WEST



BOUNDARY DESCRIPTION

RKH
Bluff View Subdivision Phase 1
Legal Description

A parcel of land, situate in the Northeast Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in West Point, Utah, more particularly described as follows. Beginning at a point on the southerly right-of-way line of 300 North Street, said point being South 89°56'47" East 766.37 feet and South 00°03'13" West 33.00 feet, to the POINT OF BEGINNING and running thence;

South 00°03'13" West 189.33 feet
thence North 89°56'47" West 14.50 feet;
thence South 00°03'13" West 14.00 feet;
thence North 89°56'47" West 59.21 feet;
thence South 00°03'13" West 50.00 feet;
thence Southwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears South 00°03'13" West and the long chord bears South 45°03'13" West 21.21 feet with a central angle of 90°00'00");
thence South 00°03'13" West 60.00 feet;
thence Southerly 38.62 feet along the arc of a 275.00-foot radius tangent curve to the right (center bears North 89°56'47" West and the long chord bears South 04°04'36" West 38.59 feet with a central angle of 08°02'46");
thence Southerly 31.60 feet along the arc of a 225.00-foot radius curve to the left (center bears South 81°54'01" East and the long chord bears South 04°04'36" West 31.57 feet with a central angle of 08°02'46");
thence South 00°03'13" West 68.68 feet;
thence Southeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 89°56'47" East and the long chord bears South 44°56'47" East 21.21 feet with a central angle of 90°00'00");
thence South 00°03'13" West 50.00 feet;
thence North 89°56'47" West 33.70 feet;
thence Westerly 48.05 feet along the arc of a 275.00-foot radius tangent curve to the right (center bears North 00°03'13" East and the long chord bears North 84°56'27" West 47.99 feet with a central angle of 10°00'40");
thence South 10°03'53" West 100.72 feet;
thence North 89°56'47" West 138.05 feet;
thence North 00°03'13" East 330.00 feet;
thence South 89°56'47" East 82.00 feet;
thence North 00°03'13" East 297.00 feet;
thence South 89°56'47" East 233.71 feet, to the point of beginning.

Contains: 128852 square feet or 2.958 acres.

Date:
Trent R. Williams, PLS
License no. 8034679

DEVELOPER
NHM8, LLC
P.O. BOX
LAYTON, UTAH 84041
801-392-8100

SURVEY RECORDING DATA

DATE:
-
DRAWING No.
-

SURVEYOR'S CERTIFICATE

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

OWNER'S DEDICATION

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

BLUFF VIEW SUBDIVISION PHASE 1

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

Grant and convey to the subdivision home owners association, all those part or portions of said tract of land designated as common open space to be used for recreational and open space purposes for the benefit of each home owners association member in common with all others in the subdivision and grant and dedicate to the city a perpetual open space right and easement on and over the common areas to guarantee to **West Point City** that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.

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

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

By: _____ By: _____

By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

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

MY COMMISSION EXPIRES: _____.

RESIDING IN _____ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Davis

On the _____ day of _____ A.D., 20_____,
personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____.

RESIDING IN _____ COUNTY.
NOTARY PUBLIC

BLUFF VIEW SUBDIVISION PHASE 1

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER



LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.253.0525

TOOELE
Phone: 435.643.1390

CEDAR CITY
Phone: 435.885.1453

RICHFIELD
Phone: 435.896.2983

CITY ATTORNEY'S APPROVAL

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

WEST POINT ATTORNEY

PLANNING COMMISSION APPROVAL

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

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

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

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

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

CITY RECORDER CITY MAYOR

SHEET 1 OF 2

PROJECT NUMBER : 7941B

MANAGER : C.PRESTON

DRAWN BY : J.MOSS

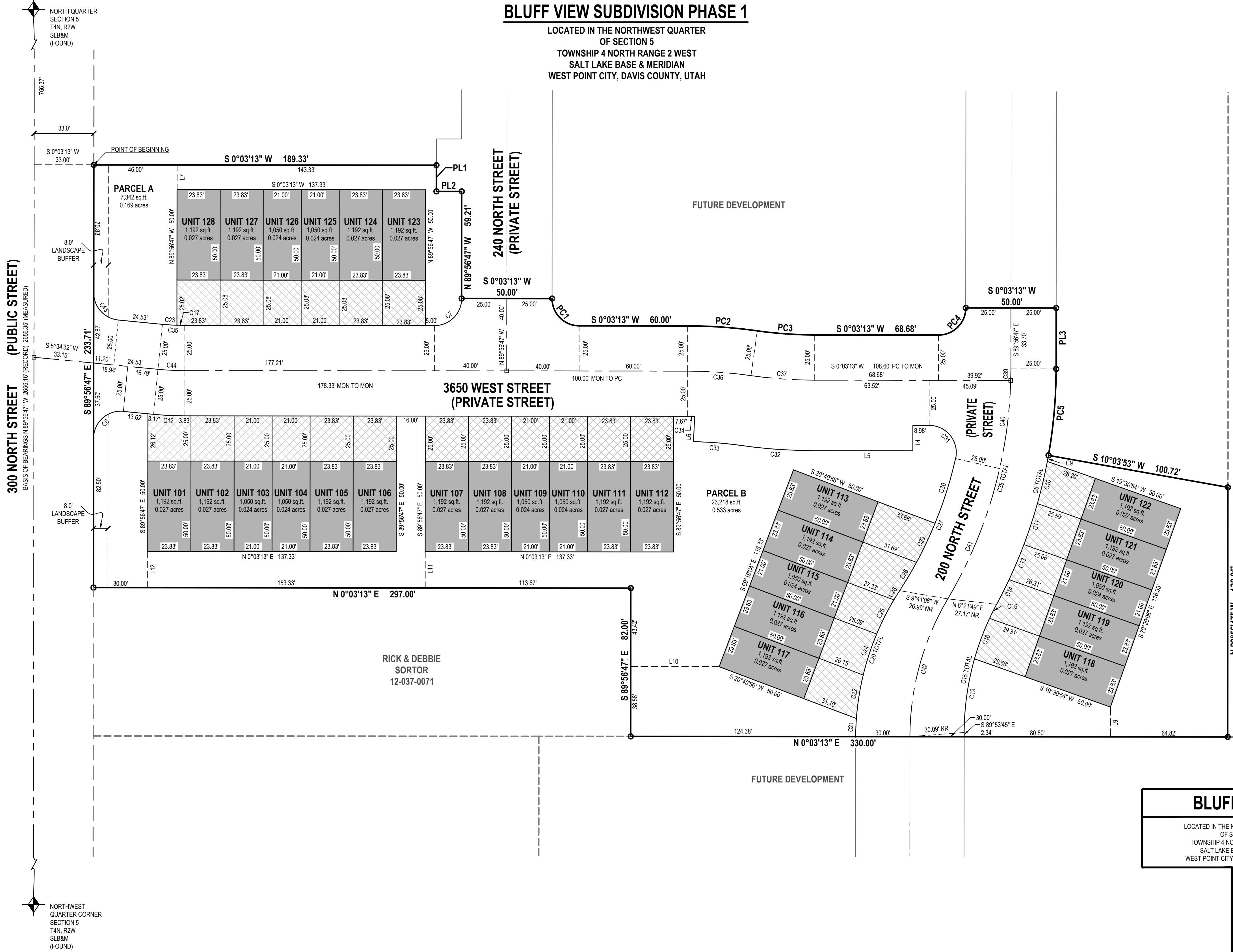
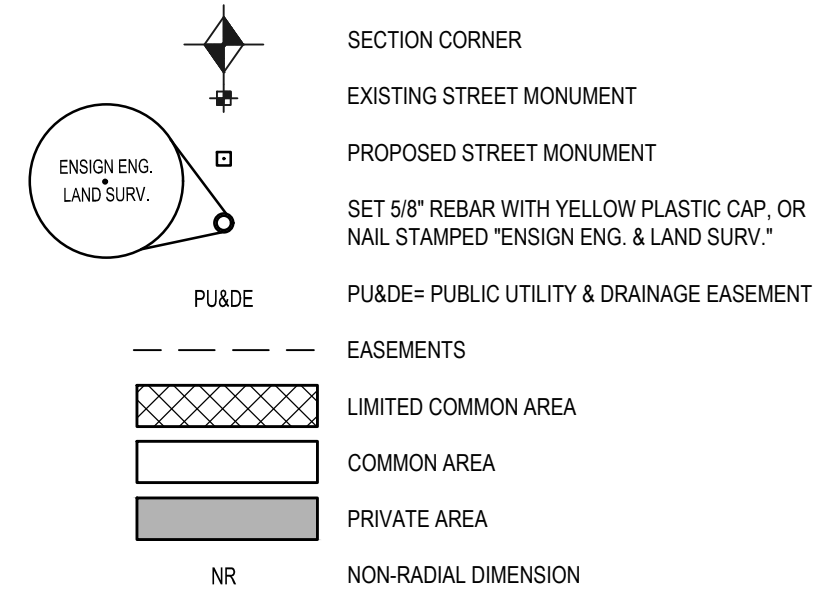
CHECKED BY : T.WILLIAMS

DATE : 11/16/20

BLUFF VIEW SUBDIVISION PHASE 1

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

LEGEND



BLUFF VIEW SUBDIVISION PHASE 1

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

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

SHEET 2 OF 2

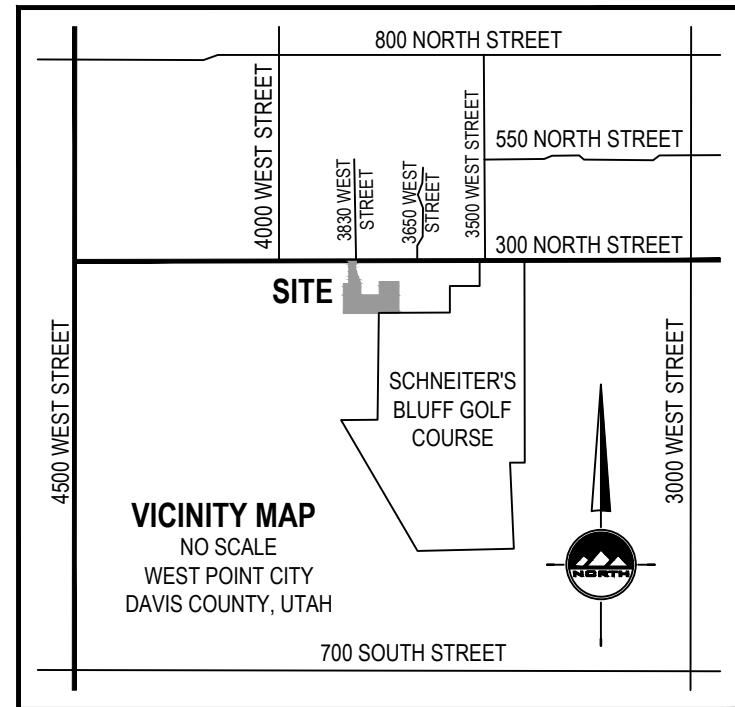
PROJECT NUMBER : 7941B
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 11/16/20

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

BLUFF VIEW SUBDIVISION PHASE 2

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH



BOUNDARY DESCRIPTION

Beginning at a point on the North line of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said point being North 89°56'47" West 1645.48 feet along the section line for the North Quarter Corner of said Section 5 and running thence:

South 00°03'13" West 33.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot-foot radius non-tangent curve to the left (center bears South 00°03'13" West and the long chord bears South 45°03'13" West 21.21 feet with a central angle of 90°00'00");

thence South 00°03'13" West 25.09 feet;

thence Southerly 135.58 feet along the arc of a 250.00 foot-foot radius tangent curve to the left (center bears South 89°56'47" East and the long chord bears South 15°28'56" East 133.92 feet with a central angle of 31°04'19"); thence Southerly 143.49 feet along the arc of a 256.16 foot radius curve to the right (center bears South 58°58'54" West and the long chord bears South 14°58'14" East 141.62 feet with a central angle of 32°05'43");

thence South 00°11'40" East 100.11 feet;

thence Southeasterly 23.48 feet along the arc of a 15.00 foot-foot radius tangent curve to the left (center bears North 89°46'20" East and the long chord bears South 45°02'42" East 21.16 feet with a central angle of 89°42'05");

thence South 89°53'45" East 226.28 feet;

thence North 00°06'12" East 174.90 feet;

thence South 89°56'47" East 263.97 feet;

thence South 00°03'13" West 50.76 feet;

thence South 00°03'05" West 330.00 feet;

thence South 00°03'12" West 29.38 feet;

thence South 89°58'47" West 564.31 feet;

thence North 00°11'40" West 5.88 feet;

thence South 89°48'20" West 175.01 feet to the East line of Country West Subdivision;

thence North 00°11'40" West 384.99 feet along said East line of County West Subdivision to and along a portion of the East line of Lake Park Condominiums;

South 89°56'47" East 72.60 feet;

thence North 00°03'13" East 300.00 feet to the North line of said Section 5;

thence South 89°56'47" East 105.00 feet along said North line to the Point of Beginning.

Contains: 290,468 square feet or 6.668 acres, 36 private units and 12 parcels.

DEVELOPER
NHM8, LLC
P.O. BOX
LAYTON, UTAH 84041
801-392-8100

SURVEY RECORDING DATA

DATE:

DRAWING No.

-

SURVEYOR'S CERTIFICATE

I, TRENT R. WILLIAMS, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 8034679, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as BLUFF VIEW SUBDIVISION PHASE 2, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

OWNER'S DEDICATION

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

BLUFF VIEW SUBDIVISION PHASE 2

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

Grant and convey to the subdivision home owners association, all those part or portions of said tract of land designated as common open space to be used for recreational and open space purposes for the benefit of each home owners association member in common with all others in the subdivision and grant and dedicate to the city a perpetual open space right and easement on and over the common areas to guarantee to **West Point City** that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.

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

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

By: _____ By: _____

By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY.

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

On the _____ day of _____, A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY.

NOTARY PUBLIC

BLUFF VIEW SUBDIVISION PHASE 2

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 5
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

SHEET 1 OF 2

PROJECT NUMBER : 79418

MANAGER : C.PRESTON

DRAWN BY : J.MOSS

CHECKED BY : T.WILLIAMS

DATE : 11/13/20

CITY ATTORNEY'S APPROVAL

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

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

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

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

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

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

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

CITY RECORDER CITY MAYOR

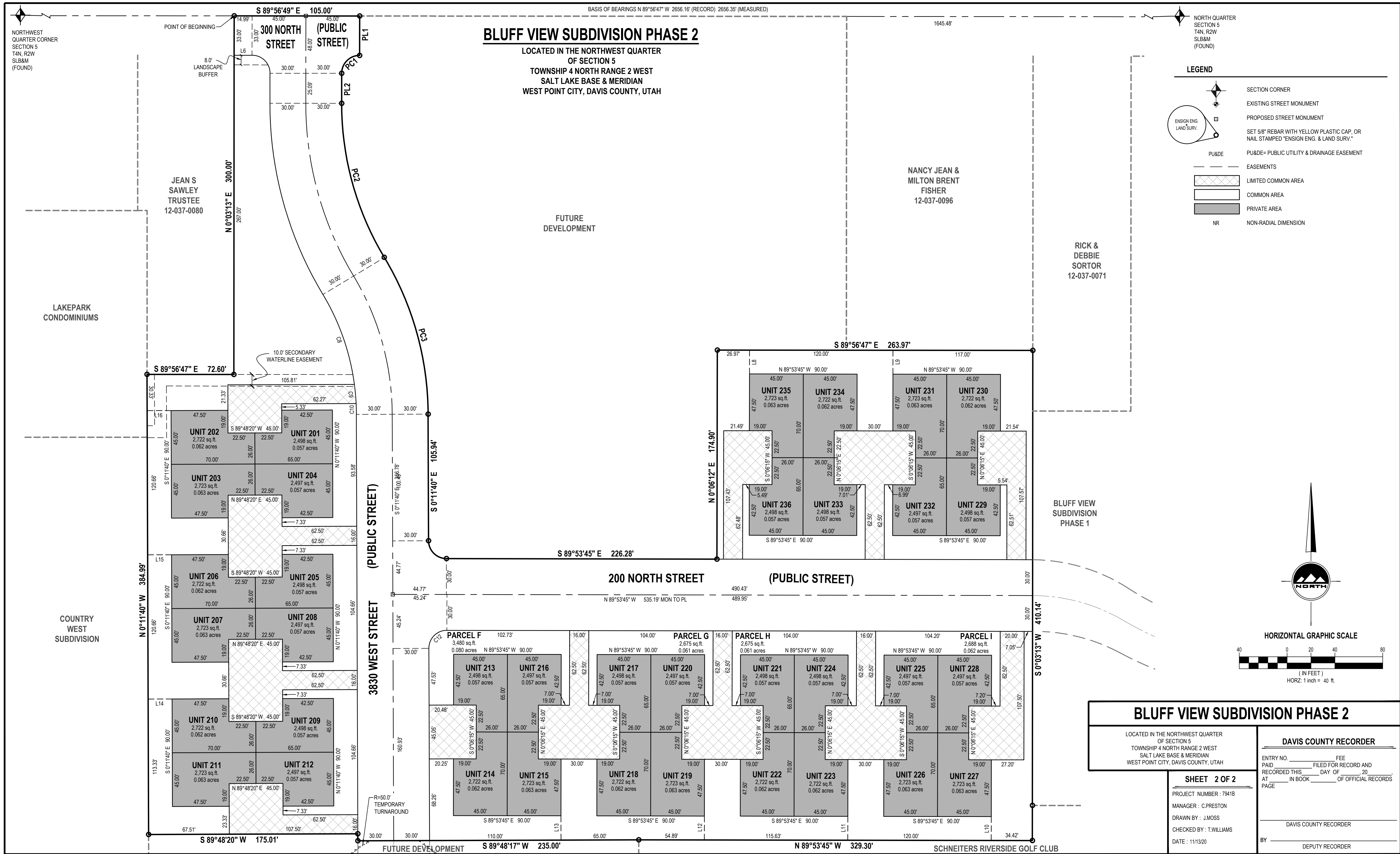
LAND USE TABLE		
PRIVATE OWNERSHIP	93,953 sq ft	32%
LIMITED COMMON AREA	39,435 sq ft	7%
OPEN SPACE	82,890 sq ft	35%
PRIVATE STREETS	74,190 sq ft	26%
TOTAL	290,468 sq ft 6.668 acres	100%



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

WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.863.1453
RICHFIELD
Phone: 435.896.2983





3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

**WEST POINT CITY COUNCIL
MEETING MINUTES
ELECTRONIC MEETING
NO PHYSICAL MEETING LOCATION
December 15th, 2020**

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

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held via electronic Zoom Meeting in accordance with the signed December 3rd, 2020 Written Determination of the Mayor and Planning Commission Chair of West Point City Concerning Electronic Meeting Anchor Location. Meeting was accessible to attendees by entering Meeting ID #83967927732 at <https://zoom.us/join> or by telephone at (669) 900-6833, on December 15, 2020 at 6:00 pm with Mayor Erik Craythorne presiding

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

EXCUSED: None

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

1. Code Enforcement Update – Mr. Bruce Dopp

Mr. Dopp stated that like some other City Staff, he has been working from a home office since earlier this spring due to the COVID-19 pandemic. However, he has been able to patrol the City most every day and issue code violation notices as necessary. So far, the number of violations seems to be about the normal amount, although the weather did create more of a weed issue throughout the City, and he had to address numerous cases of RV's parked on the street in excess of the 48 hours allowed.

In regards to larger projects, Mr. Dopp stated that he did his annual canvass of the City for tree trimming violations in preparation for the snow plowing season, issuing notices to property owners whose trees were overhanging the streets and sidewalks. 19 violation notices were issued this year, compared to 36 issued last year. Of those issued, all property owners were willing and able to bring their trees into compliance. The annual Fall Clean-Up was held on October 23rd – 24th and it continues to be a popular event for residents – a total of 22 dumpsters were filled and emptied throughout the two days and many residents expressed their appreciation to the City for providing this service. Mr. Dopp wanted to thank the Public Works employees who helped cover the event, crushing the contents of dumpsters down in between loads to make more room. Lastly, from November 9th – 11th, Mr. Dopp conducted an early morning patrol of the City to issue courtesy notices on vehicles parked on the streets overnight. Mr. Dopp stated that he does this project each year in order to educate and remind residents of the City's Code that prohibits overnight on-street parking from November 1st – March 1st.

Mr. Dopp stated that he also conducts a junk car project most years, canvassing the City for inoperable or unregistered vehicles that are being stored against Code. However, because of COVID-19 issues, the Davis County Sheriff notified the City that they would not be able to prosecute the cases that did not respond to courtesy notices because of new DMV restrictions and workload. He stated that he has continued to issue the courtesy notices, especially when there is a safety hazard present, but does not proceed with citations.

The Council thanked Mr. Dopp for his update and for all that he does for the City. Mr. Dopp encouraged those who may have any issues to send him an email or use the website to submit a formal complaint.

2. Discussion Regarding the Sale of Real Property to UDOT – Mr. Kyle Laws

Mr. Laws stated that UDOT has presented to the City an offer package to purchase property along the corridor for the new West Davis Highway. This property is the existing trail from 700 S. to a point north near the golf course and totals 4.67 acres. The appraisal and offer for this section of the trail is for \$210,300. The West Davis Highway project will replace the trail in a new location as part of the project. Mr. Laws stated that this is an interesting situation because earlier this year, the City accepted the property (without having to pay for it) from Davis County, and now UDOT is offering to purchase it. Additionally, the project will pay for the relocation of the trail, and then UDOT will dedicate the trail back to the City as part of our trail system.

Mr. Laws stated that the City Attorney has reviewed and approved the contract and Staff recommends approval of the purchase contract through resolution in tonight's General Session. The Council had no additional comments at this time.

3. Discussion Regarding Public and Private Utilities – Mr. Boyd Davis

Mr. Davis stated that this is a continuation of a discussion from the last meeting in to regards to how to best manage private utilities on private roads. The proposed Bluff View Subdivision townhouse project will be the largest in the City to consist entirely of private roads, wherein will run all of the utility lines for the project, such as the water, sewer, storm drain, and secondary water. With such major utility lines, it needs to be clear whether private roads equal private utilities, or if the City should oversee these public utilities, even if they are in private roads. Staff's recommendation is that the private roads should be maintained by the HOA, along with the sewer and storm drain lines, but that the water line should be maintained by the City. Mr. Davis noted that the secondary water line will be maintained by Davis and Weber Counties Canal Company, per their policy. Staff's reasoning for this recommendation is that there is too much risk on the City's water system for these lines to be maintained by the HOA. However, in the case of a leak, the HOA would still be responsible for all the road repairs – the City would be responsible to repair the water line only. This arrangement, if approved, would be specified and agreed to through a Developers Agreement.

During the last discussion, several questions were raised in regards to the water line. The first question was whether or not it would be best to have an individual meter on each residence, each building, or one for the entire HOA. If there was one main meter, the entire development would be subsidizing the high-water users through the fees they would be paying the HOA. A follow-up question to that was whether or not each individual resident should be billed for the utilities, or if the HOA be billed as a whole. Staff recommends that each individual property owner be billed separately, based upon the individual water meter reading for their residence. Mr. Davis explained that doing it this way gives the City more control over some things, like identifying and addressing who high-water users are, and being able to shut water off to a home if other utility services are not being paid. Another question was whether or not the HOA could maintain ownership of the waterline, but be required to use the City for all repairs and maintenance needs. Staff is unsure of whether or not that could be required, and even less certain that it could be enforced – the HOA would be relied upon to inform the City of an issue, which they might avoid doing in order to avoid paying what the City would charge and try to have the work done cheaper. Staff also believes that the cost for the water system should be shared by all the residents in the City, since all are connected to the water line.

Council Member Petersen inquired as to whether this would be a requirement of the City that would apply to all future subdivisions as well. Mr. Davis stated that, in his opinion, the requirement that the City own and maintain the water lines in private roads could be written into City Code through a new ordinance. Mr. Laws agreed that if this Developers Agreement is approved by the Council, it should be followed up by a change in Code to clarify the requirements for all future projects.

The Council felt comfortable with Staff's recommendation and would consider approval of a Developers Agreement outlining these terms at the next City Council Meeting.

4. Other Items

Mr. Laws stated that he and the Mayor have been discussing dates and means for the City Council Visioning Session that is usually held in January of each year. They would like to propose a virtual meeting on January 29th that will be shorter than meetings in the past, and only consist of one 3-hour meeting, rather than span two days. Council Member Petersen stated that he would prefer to plan for a longer meeting, so that there is adequate time to make the meeting as beneficial as it always has been; if it only ends up taking three or so hours, that is fine, but he would rather not be rushed. The Council all agreed that they would be able to accommodate a meeting beginning in late morning/early afternoon of January 29th. Mr. Laws stated Staff would plan on that date and more information will follow.

The Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
ELECTRONIC MEETING
NO PHYSICAL MEETING LOCATION
December 15th, 2020**

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

General Session
6:30 PM

Minutes for the General Session of the West Point City Council held via electronic Zoom Meeting in accordance with the signed December 3, 2020 Written Determination of the Mayor and Planning Commission Chair of West Point City Concerning Electronic Meeting Anchor Location. Meeting was accessible to attendees by entering Meeting ID #83967927732 at <https://zoom.us/join> or by telephone at (669) 900-6833, on December 15, 2020 at 6:30 pm with Mayor Erik Craythorne presiding.

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

EXCUSED: None

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 Workers Director; and Casey Arnold, City Recorder

EXCUSED: None

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

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

Council Member Chatterton – None

Council Member Dawson – None

Council Member Henderson – None

Council Member Judd – None

Council Member Petersen – None

Mayor Craythorne – None

4. **Communications from Staff**

Mr. Laws stated that the Cemetery Luminary will be held this Friday, December 18th. It will be done a little differently this year, with not as much help asked of volunteers – Staff will prepare and place the luminary bags earlier in the day and then volunteers will be able to come and help light the luminary candles beginning closer to 4 PM. Mr. Laws stated that this will help with social distancing and invited all those in attendance to come out to the cemetery after dark to view the luminary.

5. Citizen Comment

No comments.

6. Consideration of Approval of the November 17, 2020 West Point City Council Meeting

Council Member Henderson motioned to approve the November 17, 2020 City Council Meeting Minutes

Council Member Chatterton seconded the motion

The Council unanimously agreed

7. Consideration of Approval of Resolution No. 12-15-2020A, Authorizing the Sale of Real Property to the Utah

Department of Transportation – Mr. Kyle Laws

Mr. Laws stated that this item was discussed in tonight's earlier Administrative Session and is now up for consideration of approval by the Council, via resolution. UDOT has presented to the City an offer package to purchase property along the corridor for the new West Davis Highway. This property is the existing trail from 700 S. to a point north near the golf course and totals 4.67 acres. The appraisal and offer for this section of the trail is for \$210,300. The West Davis Highway project will replace the trail in a new location as part of the project. Mr. Laws stated that this is an interesting situation because earlier this year, the City accepted the property (without having to pay for it) from Davis County, and now UDOT is offering to purchase it. Additionally, the project will pay for the relocation of the trail, and then UDOT will dedicate the trail back to the City as part of our trail system. Staff recommends approval of the sale, and the City Attorney has reviewed and approved the purchase contract.

Council Member Judd inquired as to whether this section of trail would be unable for use while the project is being completed. Mr. Laws stated that he has not been told the definite plans, but believes that they plan to install an alternative path around the project area so that the trail can remain in use. The trail will be permanently reconstructed as part of the project. Mr. Laws stated it is likely that UDOT will want to turn ownership of the trail back over to the City in order to avoid having to be responsible for maintenance.

The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 12-15-2020A

Council Member Henderson seconded the motion

The Council unanimously agreed

8. Consideration of Approval to Remove the Sun Meadows Subdivision from Warranty – Mr. Boyd Davis

Mr. Davis stated that consideration of approval to remove this subdivision from warranty was tabled at the last meeting because there was still a section of sidewalk that needed to be completed. That section has now been completed and everything else is complete and in good order. The Council had no further discussion.

Council Member Judd motioned to approve

Council Member Dawson seconded the motion

The Council unanimously agreed

9. Consideration of Approval of Ordinance No. 12-15-2020A, Amending WPCC Section 15.20.165 Regarding Setback Requirements for Private Driveways and Alleys in the R-4 Zone – Mr. Boyd Davis

Mr. Davis stated that this item has been discussed by the Council in the past several meetings. As a brief overview, Mr. Davis stated that the R-4 zone, which allows townhouses or patio home type projects, typically have smaller setbacks than single family homes. The Council recently approved a change to the setback requirements, allowing a 20 ft. setback to the front face

of the building and a 25 ft. setback to the garage. However, the Council wanted to continue the discussion on whether the 25 ft. setback to the garage would apply to all roads, or should vary based on the type of road. Staff feels that the required setback could vary by road type, but that the Code needs to contain a clearer definition for each type of road. The proposed definitions, including the Council's modifications from all previous discussions, are as follows:

Alley: A private street with curb and gutter on both sides that provides access to the rear of residential or commercial buildings with a minimum width of 25 feet measured from the back of curb to the back of curb. Alleys do not provide access to more than 15 lots or units. Units or lots that have rear access from an alley also have frontage on a public road or a private road.

Private Lane: A private street with curb and gutter on both sides that provides access to the front of residential or commercial buildings with a minimum width of 25' measured from the back of curb to back of curb. Private lanes do not provide access to more than 15 units or lots.

Private Road: A private street with a minimum of 50' right-of-way that includes curb, gutter, and sidewalk on both sides and meets the requirements found in the public works standard drawings. Private roads may terminate at a dead end but will be provided with a dedicated turnaround and will be no longer than 600' in length. Private Roads do not provide access to more than 30 units or lots.

Based upon these definitions the following front setbacks are proposed in the R-4 zone, with the change from 5' setbacks for alleys to 8' setbacks per the Council's discussion at the last meeting:

Road Type	Setback to Building	Setback to Garage
Alley	8'	8'
Private Lane	20'	20'
Private Road	20'	25'
Public Road	20'	25'

Since the last discussion, Mr. Davis stated that Council Member Chatterton had discussed with him the concern about whether the front of the buildings would be allowed to face an alley. Mr. Davis stated that Staff's intent is that alleys will only be allowed to access the rear of the unit, and feels that the proposed definition of an alley specifies that. Council Member Chatterton stated that he raised the concern because there has been some issue in the past with what constitutes a rear and front door of a home or unit, and suggests that a clearer definition between the two be included so that the language is very specific. Additionally, he wonders if there could be a situation where an alley that accesses the rear garage entry of a unit could also be used as a front access for homes facing the street on the other side of the road. Mr. Davis stated that any unit facing a street would have to meet the required frontages, and so an alley couldn't be used as the front access for those homes, even if it is accessing the rear of properties on the other side.

Mayor Craythorne opened the item for public hearing, after which the Council would continue to discuss the proposed definitions and setback requirements.

a. Public Hearing

Joelle Caruso – 457 N 3650 W: Ms. Caruso inquired as to what "back of the curb to back of the curb" language in the private lane definition actually means, because there could be a 6 in. variance on each side depending on where the measurement actually starts and ends, meaning that a whole foot could potentially be lost in road width. Ms. Caruso also wished to comment that in her understanding, there is no disadvantage from installing a private lane as opposed to an alley because they each require the same road width; however, she is concerned that private lanes do not provide adequate turn-around space for emergency vehicles and that will be an issue in a project with a lot of private lanes. She feels that, like is required in a private road, private lanes should have some sort of outlet. Lastly, she is concerned that if the HOA is responsible to

maintain the road, including the snow plowing, there is not a lot that the City can do if it is not being done, and it could really create a safety hazard in the case of emergency.

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

b. Action

Mr. Davis stated, in response to the comment made during the public hearing, the “back of the curb” is the common term used by surveyors and contracts to indicate the very back of the curb, not the face of it, which would be considered the front face of the curb. Second, because private roads can access up to 30 units, they are capped at length restriction of 600 ft. and have to have a dedicated turn-around. This is the same standard for cul-de-sacs on public roads. As private lanes and alleys can only access 15 units, they are going to be much shorter roads. However, Mr. Davis noted that these road types will also have to meet all fire code restrictions, meaning that if they go past a certain length, they will in fact have to install a dedicated turn-around. Mayor Craythorne also added that in regards to the comment about snowplowing on roads maintained by an HOA, in his experience serving on the North Davis Fire District Board, he is unaware of any instance in which an HOA wasn’t maintaining its roads well enough that access in an emergency situation was hindered. It is common in many cities for HOA’s to provide their own snowplowing and the Mayor believes it is a practice that works quite well.

Council Member Petersen stated that he and Council Member Chatterton had discussed the setback for alleys, and were still in favor of increasing the setback to 8 ft. from the 5 ft. proposed by the Planning Commission, however they would like to know if there was a way to require, through a developers agreement, that the HOA not allow any parking in the alley setbacks, just to make sure that residents don’t use the space for parking. Mr. Davis stated that the City could ask an HOA to prohibit parking in alley setback and enforce that restrictions, but he does not believe that the City can require them to do so because City Code does not require it. He feels that it would have to be more of a negotiation with the developer to ask them if they would be willing to include that in their HOA standards.

The Council agreed with the proposed language and the modifications that they have made in their discussions up to this point.

Council Member Petersen motioned to approve Ordinance No. 12-15-2020A
Council Member Dawson seconded the motion

Roll Call:

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

The Council unanimously agreed

10. Consideration of Approval of Ordinance no. 12-15-2020B, Amending WPCC Sections 15.15.120 and 17.75.030 Regarding Maximum Height Restrictions for Accessory Buildings & Accessory Apartments– Mr. Boyd Davis

Mr. Davis stated that this item has also been discussed by the Council for the past several meetings, and provided a brief overview of the issue. The City’s current Code limits accessory buildings to one-story, which has become problematic in interpreting, as there is not a clear definition in the Code of what is or is not a “story” – the Code states that a “mezzanine” or a “loft” does not count as a second story, and also that if an area is in the truss space or attic space, it is considered a “bonus

room” and not as a second story. Another concern is that in many situations, a one-story building can actually be taller than a two-story building. There have been some recent applications submitted by residents, and also some code complaints about how neighboring accessory buildings are being used, that have raised the issue.

The Planning Commission approved the following recommendation for the Council to consider:

17.75.030(l)

An accessory building may be used as an apartment but must maintain a minimum distance of 5’ from the principal dwelling ~~and 10’ from the rear property line~~. Side yard setbacks must adhere to the residential setback standards for side yards and corner lots the same setback as the principal structure. The accessory building shall be set back from the rear property line as specified in the table below:

<u>Roof Height (feet)</u>	<u>Up to 15</u>	<u>15+ to 30</u>
<u>Minimum Rear Setback (feet)</u>	<u>10</u>	<u>15</u>

In discussing the Planning Commission’s recommendation, the Council agreed that it would be appropriate to increase the minimum lot size required for a 30 ft. accessory building height from 15,000 sq. ft. to 20,000 sq. ft., which is not quite a 1/2-acre, but is more than the current 1/3-acre lot size requirement, and to remove the one-story restriction. The Council also wanted to add that accessory buildings cannot be converted into or have an accessory apartment added once built – an accessory apartment has to be included in the original building permit.

Mayor Craythorne opened the item for public hearing.

a. Public Hearing

Jake Shepherd – 522 N 3650 W: Mr. Shepherd stated that he does not understand why the City Council would be responsible to decide what is built to code and what is not built to code; buildings can be updated and brought into compliance with all current codes, and that would be verified by an engineer, building inspector, etc., not the City Council (in reference to prohibiting accessory buildings from being converted into accessory apartments at a later time).

Council Member Chatterton motioned to close the public hearing

Council Member Henderson seconded the motion

The Council unanimously agreed

b. Action

Mr. Laws, who was absent for the meeting when this was last discussed, inquired as to what the issue would be in allowing an accessory building to be converted into an accessory apartment, if it was properly built to the current Code (for accessory apartments) at the time it was constructed and then updated to meet all current Code when actually converted to be used for such. Council Member Chatterton agreed that this could be the case with many existing accessory buildings and this restriction may need to be readdressed. Council Member Dawson agreed that there would be building inspections done that would ensure that anyone wanting to convert their existing accessory building would meet the required codes and build a quality accessory apartment. Council Member Judd added her opinion that when looking at this issue from the viewpoint of a future owner, it very well could be that they would like to use the existing accessory building as an accessory apartment; she would be in favor of an ordinance that had some flexibility in allowing later conversion into accessory apartments, especially for future owners.

Council Member Petersen stated that when allowing accessory apartments, the density of a subdivision is essentially being increased. As new projects are being built in the City, they are likely already being developed to the maximum density, and so this is something that needs to be considered when accessory apartments are approved. He also wondered if it would be

possible to add a time limit on the completion of accessory buildings once they have applied for a building permit and began construction; he has noticed several buildings throughout the City that remain unfinished.

As the issue was originally focused on the maximum height restrictions and number of stories allowed, the Council felt that the issue of whether or not accessory buildings could be later converted into accessory apartments could continue to be discussed as a separate issue in future meetings, and not be a restriction included with this particular ordinance. With that, the Council had no further discussion.

Council Member Petersen motioned to approve Ordinance No. 12-15-2020B as proposed, with the exclusion of Section Three, "Adoption of New Provisions in Section 17.75.030(l)", which is to be discussed in future meetings.

Council Member Chatterton seconded the motion

Roll Call:

Council Member Judd – Aye

Council Member Chatterton – Aye

Council Member Henderson – Aye

Council Member Dawson – Aye

Council Member Petersen – Aye

The Council unanimously agreed

11. Motion to Move Into a Closed Session

Council Member Henderson motioned to move into a Closed Session

Council Member Chatterton seconded the motion

The Council unanimously agreed

Closed Session

1. Motion to Open Closed Session

Council Member Dawson motioned to open the Closed Session

Council Member Judd seconded the motion

The Council unanimously agreed

2. Call to Order and Roll Call

Mayor Erik Craythorne called the December 15, 2020 Closed Session to order

Roll Call -

Mayor Erik Craythorne

Council Member Gary Petersen

Council Member Kent Henderson

Council Member Annette Judd

Council Member Andy Dawson

Council Member Jerry Chatterton

Kyle Laws, City Manager

Boyd Davis, Assistant City Manager

Bryn MacDonald, Community Development Director

Paul Rochell, Public Works Director

Ryan Harvey, Administrative Services Director

Casey Arnold, City Recorder

The Council discussed items regarding the following:

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

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

Council Member Henderson motioned to close the Closed Session and enter the General Session

Council Member Dawson seconded the motion

The Council unanimously agreed

12. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn the General Session

Council Member Petersen seconded the motion

The Council unanimously agreed

ERIK R. CRAYTHORNE, MAYOR

January 19th, 2020

CASEY ARNOLD, CITY RECORDER

January 19th, 2020



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

SPECIAL JOINT MEETING OF THE WEST POINT CITY COUNCIL AND PLANNING COMMISSION MEETING MINUTES

ELECTRONIC MEETING

NO PHYSICAL MEETING LOCATION

December 15th, 2020

7:30 PM

Mayor

Erik Craythorne

City Council

Gary Petersen, Mayor Pro Tem

Jerry Chatterton

Andy Dawson

R. Kent Henderson

Annette Judd

City Manager

Kyle Laws

Minutes for the Special Joint Meeting of the West Point City Council and Planning Commission held via electronic Zoom Meeting in accordance with the signed December 3rd, 2020 Written Determination of the Mayor and Planning Commission Chair of West Point City Concerning Electronic Meeting Anchor Location. Meeting was accessible to attendees by entering Meeting ID #88078449111 at <https://zoom.us/join> or by telephone at (669) 900-6833, on December 15, 2020 at approximately 7:45 pm with Mayor Erik Craythorne presiding.

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

PLANNING COMMISSION PRESENT: Chair Brian Vincent, Commissioner Brad Lee, Commissioner Jeremy Strong, Commissioner Trent Yarbrough, Commissioner Jake Shepherd, Commissioner Scott Wolford, and Commissioner PJ Roubinet

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; Casey Arnold, City Recorder; Troy Moyes, City Planner; and Michelle Bailey, Planning Secretary.

PRESENTERS: Meg Ryan and John Janson, Land Use Consultants

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

1. **Call to Order** – Mayor Craythorne welcomed all of those in attendance and thanked the Planning Commission for attending.

2. Discussion Regarding Land Use Ordinances

Ms. Ryan and Mr. Janson reviewed the following three objectives for West Point City's Land Use Code Update Project, and the specific items that need to be addressed under each objective:

1. **Compliance with State Code**
 - Items not in compliance
 - Outdated Conditional Use chapter
 - Noticing requirements
 - Vague discretionary language
 - Difficult navigation
 - Subdivision updates
2. **Formatting and Consolidation Changes**
 - Create chapters for each zone
 - Consolidate/rearrange Titles 15, 16, 17, & 18
 - Simplified Land Use chart
 - Clarified Roles and processing procedures
3. **Proposed Policy Changes**
 - Application process
 - Appeal authority
 - Accessory apartments modifications
 - Accessory building approval process
 - New CUP chapter

- Permitted and Conditional uses reviewed with site plans
- Minor Home Occupation approval process

Training was then provided to the Council and Planning Commission on the General Plan and Zoning Code requirements, and the characteristics and responsibilities of the legislative, administrative, and quasi-judicial land use authority bodies. Ms. Ryan and Mr. Janson also provided a review of the Land Use, Development, and Management Act ("LUDMA"). The basic themes of LUDMA are as follows:

1. Private Property Rights: Individuals are free to use private property as they wish, unless valid, written land use laws conflict.
2. Must Clearly Write it Down: Community has broad discretion to regulate private property.
3. Must Abide by It: Land use authority is bound by the terms and standards of applicable land use ordinances and shall comply with the provisions of those ordinances.
4. Unlimited Property Rights Can Be Restricted Only with Plain Regulations: Individuals are free to use private property as they wish, unless validly enacted land use laws **plainly restrict** their use.
5. Individuals are free to use private property as they wish, unless validly enacted land use laws plainly restrict their use.
6. Land Use Authorities Have Little Administrative Discretion: Land Use Authority is bound by the terms and standards of applicable land use ordinances and shall comply with the provisions of those ordinances. AND has to be designated!
7. Less Process for Administrative Decisions: Formality of noticing has been eliminated for applications that simply process permitted and conditional uses in your codes.
8. "Tie Goes to the Runner": "A land use authority shall apply the **plain language** of land use regulations. If a land use regulation does not plainly restrict a land use application, the land use authority shall interpret and apply the land use regulation to favor the land use application."

3. Adjourn

Mayor Craythorne thanked Ms. Ryan and Mr. Janson for their presentation and the valuable information that they shared. All echoed their appreciation.

ERIK R. CRAYTHORNE, MAYOR

February 2nd, 2021

CASEY ARNOLD, CITY RECORDER

February 2nd, 2021



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

**WEST POINT CITY COUNCIL
MEETING MINUTES
ELECTRONIC MEETING
NO PHYSICAL MEETING LOCATION
January 5th, 2021**

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

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held via electronic Zoom Meeting in accordance with the signed January 4th, 2021 Written Determination of the Mayor and Planning Commission Chair of West Point City Concerning Electronic Meeting Anchor Location. Meeting was accessible to attendees by entering Meeting ID #81889658836 at <https://zoom.us/join> or by telephone at (669) 900-6833, on January 5, 2021 at 6:00 pm with Mayor Erik Craythorne presiding

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

EXCUSED: None

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

1. Discussion Regarding the FY2020 Audit Report – Mr. Ryan Harvey

This item was discussed after Item 2

Mr. Harvey introduced Heather Christopherson from Ulrich & Associates, which is accounting firm the City contracts with to prepare and complete the audit. Auditors may issue findings and recommendations to help the City improve its financial processes, and Mr. Harvey stated that he is excited to report that the City had no findings or recommendations in FY2020. Mr. Harvey wanted to thank the City Treasurer, Megan Mills, and Marcus Arbuckle with the City's accounting firm, Keddington & Christensen, CPA'S, for all of the work that they do throughout the year and in assisting with the audit.

Mr. Harvey reviewed some of the highlights from the FY2020 Audit Report:

- The City's total net position of \$49,925,764 is made up of \$37,753,716 in capital assets and other net position of \$12,172,048. Of this amount, \$7,651,169 may be used to meet the ongoing obligations of the City, while \$4,520,879 is restricted for specific purposes.
- The City's net position increased by \$3,924,100, or 8.53% (\$46,001,664 to \$49,925,764).
- The City's governmental funds reported a combined ending fund balance of \$6,739,752, an increase of \$923,495 from the prior year. The increase is primarily the result of continued high sales tax revenue and low expenditures.
- In the proprietary funds, the total net position increased by \$752,531 during the fiscal year.
- As of June 30, 2020, the City's general fund reported a fund balance of \$937,258. This represents an increase of \$22,934 from last year's ending balance.
- The transfer from the General Fund to the Capital Projects Fund was \$885,500.
- Once again, the City collected more sales tax than at any other point in its history, collecting \$1,626,927 in Fiscal Year 2020, a 10.9% increase from Fiscal Year 2019.
- Taxes continue to be the largest source of revenue in the general fund and represent 75% of total general fund revenues, which is consistent with prior years. The largest element of tax revenue is sales tax. Sales tax is 60%, property tax is 21.5%, and energy & franchise tax is 18% of general fund tax revenue.

Council Member Petersen, a long-time accountant himself, wanted to validate for the Council what an achievement it is to have no findings or recommendations issued in an audit. He congratulated Staff on this accomplishment.

The Council had no further discussion and will consider approval of the FY2020 Audit in tonight's General Session.

2. Discussion Regarding the Bluffview Subdivision – Mrs. Bryn MacDonald

This item was discussed before Item 1

Mrs. MacDonald stated that NHM8, LLC is the developer of this subdivision and are seeking final plat approval for Phases 1 and 2. The entire project consists of 6 phases, with a total of 116 patio homes and 86 townhomes. Phases 1 and 2 contain a mix of both home types. The developers are still waiting for approval from the Bureau of Reclamation and are tentatively on the Planning Commission's next agenda for their approval before coming back to the City Council to be considered for final approval.

Mrs. MacDonald confirmed for Council Member Dawson that there is only one access for these two phases; the second access will be constructed as part of later phases. Council Member Petersen stated that the second access is planned to connect into Phase 1 once installed, and so it should be discussed as part of the approval for Phase 1. Mr. Davis stated that the developers plan to install a 20 ft. driveway that leads into the first set of patio homes; this driveway is intended to serve as the second access and will skirt along the edge of the golf course property and connect to the last road of patio homes to the east. Council Member Petersen expressed his opinion that it should be included in the Developers Agreement for this subdivision, which is on the agenda in tonight's General Session for consideration of approval, simple language that this access road be one that is on the City's approved road-type list. Mr. Davis stated that originally, the developers planned to simply have a 20 ft., gravel access road. However, the North Davis Fire District is requiring that the access be built as a standard road that can bear the weight of a fire truck, essentially meaning that the road must be paved. Mr. Davis continued to state that City Code does not specify an actual definition for what constitutes an "access road", and so, as Council Member Petersen suggested, this may be something the Council wants to address to ensure that the access road meets their expectations. If this access does need to meet one of the City's defined road standards, the minimum road type standard is an alley, with 20 ft. of asphalt plus curb and gutter on both sides. Mayor Craythorne stated that he was under the assumption that this second access was a requirement of the NDFD, not of the City's. Mr. Davis clarified that both the NDFD's Code and the City's Code require a second access for all developments over 30 lots. The issue is that the City's Code does not define what constitutes as an access road, and the NDFD's Code requires that it be at least 20 ft. wide and be able to support the weight of a fire truck.

Council Member Petersen stated that in his entire time on the City Council, a second access was always intended to be a standard road, not a trail or temporary access or emergency-only access. He also feels that the City's Code is clear enough that it needs to be an access road, not a closed, emergency-only access. Mr. Laws stated that in a discussion regarding this access with the NDFD, he recalls that the NDFD was satisfied with the access being an emergency access, with a crash-gate and Knox box, but are just requiring that it be paved and not gravel. Mr. Laws also stated that the City's Land Use Attorney, Rob Keller, was asked about the access issue as a side-note to another matter, and he gave his brief opinion that the City's Code was not clear enough about what constitutes as an "access" to require that it be a standard road type. However, Mr. Laws stated that Mr. Keller gave that opinion after only a brief review of this particular Code, and it may be helpful to ask him to specifically review this issue and offer more of an official legal opinion. Council Member Chatterton stated his opinion that the City's Code is clear enough that a "second access" needs to be an actual access, paved and open; legal counsel is always helpful, but he feels that it is not necessarily needed before being able to move forward.

Mr. Laws stated that the Council may want to make the clarification that this second access does not have to be a "public road", but that it can be a private alley, which is still open all the time for residents, but intended as a private access for the subdivision. Council Member Petersen stated that he agreed with allowing it to be a private alley and not require that it be an actual public road.

Although the actual access is not part of the approval for these two phases, Mrs. MacDonald stated that as the access will connect into Phase 1, if the Council is going to require a 20 ft. private alley, it does need to be considered at this point to ensure that the plat for Phase 1 shows adequate room for the road. Mr. Davis stated that the Developers Agreement on tonight's agenda for approval is in regards to the private and public utilities within the subdivision, but a second agreement or amendment to that agreement could be made when the time comes to approve second access to require that it meet the standards for a private alley. Council Member Chatterton added that although it doesn't seem necessary to require curb and gutter, it is unknown what changes could be made in future phases and the Council may end up wishing that the access did have it; it may be beneficial to get the access "right to start with" and actually require curb and gutter.

Staff was directed to reach out to the developers to share the Council's comments and desired intent for the access road, and discuss with them possible resolutions.

3. Discussion Regarding Harvest Fields Subdivision Phases 5 & 6 – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the developers of this subdivision were granted an exception in March of last year to City Code Section 16.05.09, which states: "In no case shall more than two phases be developed consecutively. The City Council may grant exceptions to these rules if deemed appropriate." That exception was granted for Phases 1 through 4. The developers are now requesting another exception for Phases 5 & 6. If granted that exception by the City Council, they will submit the final plat for the two phases, which will go through the Planning Commission for approval before coming to the City Council for final approval.

Mayor Craythorne stated that in an email from the developers, he recalled that they were going to delay construction of Phases 1 and 2 in order to see how the market responds to the sale of lots in Phases 3 and 4. From there, the email indicated that they would like to move directly from Phases 3 and 4 on to Phases 5 and 6. Mr. Davis confirmed this information. Council Member Petersen inquired as to whether the Council could revoke the approval for Phases 1 and 2 and instead grant the exception for Phases 5 and 6. Mr. Laws stated that he is unsure of whether that can be done by Council action, but the developers may be willing to agree to that trade.

Mr. Davis confirmed for Council Member Petersen that a developer is not required to put up any escrow money until a plat is recorded; they can do work on the project, (utilities, roads, etc.), but cannot sell a lot or take out a building permit until a plat is recorded. He added that the developers have not yet recorded any plats for this subdivision. Council Member Petersen stated his concern about what happens if they haven't put up any escrow money, but are able to have multiple phases under construction and then find themselves overextended in funding the project and can't complete it. Mr. Davis stated that it may be a good option to come up with an agreement with the developers that approval to develop to Phases 1 and 2 is not necessarily revoked, but that they hold off on beginning those phases until Phases 5 and 6 are complete.

Council Member Dawson inquired as to whether that agreement would be transferrable if Phases 1 and 2 were sold to another developer, and essentially not allow the new owner to begin construction until the other phases meet the threshold required by Code to begin another phase. Mayor Craythorne stated his opinion that if an agreement were able to be put in place, it would be attached to the property. Council Member Chatterton expressed his concern about "playing musical phases" with all future developments if we set a precedent of allowing an exception for certain phases to be developed simultaneously and then allow that exception to be traded/exchanged for other phases.

Mr. Laws expressed his concerns regarding current discussions being had in the State Legislature about a potential bill that would allow developers to use their own, third-party inspector if cities are unable to keep up with building inspections. If the City is going to allow multiple phases to be developed simultaneously, it is highly likely that personnel will have to be increased in order to avoid having an inspector chosen by the developer completing inspections in the City. Council Member Petersen stated that he would be in favor of creating this agreement with the developers so that only four phases are allowed the exception.

Mrs. MacDonald added that it may be an option to simply amend the original exception, rather than having to create a separate agreement. Through either option (agreement or amendment) she recommends that it be stated that if Phases 1 and 2 were sold, the new owner would have to request a new exception from the City Council to develop those phases simultaneously. The Council agreed with that recommendation.

Staff will discuss the options with the developers and bring the issue back to the Council.

4. Discussion Regarding the Sunview Estates Subdivision Phase 2 – Mrs. Bryn MacDonald

Mrs. MacDonald stated that Phase 1 of this subdivision has already been approved, and the developer is now requesting approval of Phase 2. The Planning Commission approved the phase at their last meeting, subject to a letter of approval being received from the Hooper Water Improvement District. That letter has now been received, as well as all other approvals from the required agencies. The Planning Commission's approval was also subject to review and final approval of the plans for the sewer lift station. Mayor Craythorne inquired as to why the Planning Commission would pass on its recommendation to the City Council with these items still needing to be resolved. Mrs. MacDonald stated that the Planning Commission only had one meeting in December, and the Hooper Water Improvement District canceled its meeting in which it was scheduled to give its approval. The plans for the sewer lift station also requires several reviews, and Staff expected that this item would take longer to receive final approval.

The Council had no further discussion and would consider final approval of Phase 2 at a future meeting.

5. Other Items

Mr. Laws stated that he and the Mayor discussed canceling the regularly scheduled February 2nd City Council Meeting in lieu of the Visioning Session planned for January 29th, and would like to propose that idea to the Council. The Council was in favor of canceling the February 2nd meeting.

Council Member Dawson stated that there was a Facebook post in one of the community pages about the secondary water meters. Many residents are not happy about the meters being placed and their yards being torn up, but several also commented that they were not notified prior to them being installed. Council Member Judd added that she had also followed the post and confirmed that many residents were upset that they didn't receive any prior notice that the meters were going to be installed. Council Member Dawson asked if Staff knew what Davis and Weber Counties Canal's process is about notifying residents before installing the water meters. Council Member Chatterton stated that his street, 3000 W, was just completed and he did receive a note on his door that

they would be in their area working for the next week. He also noted that he feels the crews did a pretty good job in trying to repair the area around where the meters were installed.

Mr. Laws stated that he would follow up with DWCC and make sure that their crews are providing proper notice to residents.

Council Member Petersen added that his area was one of the first in the City to receive a meter, and admitted that he was a bit resistant to it at first. However, the water usage reports that were sent out were actually quite helpful in recognizing how much water he was using and where he could conserve. However, he did not receive any of that communication this past summer until the last month of the secondary water being on and all the usage was combined on one report. This obviously was of no help in trying to meter and conserve his water usage, as the watering season was already over by the time it was received. He asked that Staff also discuss this with DWCC and ask if those reports can be sent out more regularly like they used to be for residents to have the information.

Council Member Dawson added that there were also lots of positive comments on the post, saying that residents appreciated the information they received about how much water they were actually using and that it helped them to try to conserve.

The Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
ELECTRONIC MEETING
NO PHYSICAL MEETING LOCATION
January 5th, 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 General Session of the West Point City Council held via electronic Zoom Meeting in accordance with the signed January 4th, 2021 Written Determination of the Mayor and Planning Commission Chair of West Point City Concerning Electronic Meeting Anchor Location. Meeting was accessible to attendees by entering Meeting ID #81889658836 at <https://zoom.us/join> or by telephone at (669) 900-6833, on January 4, 2021 at 7:00 pm with Mayor Erik Craythorne presiding.

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

EXCUSED: None

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 Workers Director; and Casey Arnold, City Recorder

EXCUSED: None

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

1. **Call to Order** – Mayor Craythorne welcomed those attending the electronic meeting.
2. **Prayer** – Given by Council Member Chatterton
3. **Communications and Disclosures from City Council and Mayor**

Council Member Chatterton – Would like to see if a change in the speed limit on 3000 W between 300 N and SR-193 be reduced from 35 MPH to 30 MPH; the speed limit north of 300 N all the way past 1800 N on 3000 W is 30 MPH. He stated that there is an issue with drivers turning on to 300 N and then speeding to get to SR-193. It is especially dangerous for pedestrians or for those crossing the street. Mayor Craythorne asked the rest of the Council for their comments on putting this issue on a future agenda for discussion. Council Member Dawson inquired as to what the status was of the discussion about the speed limit on 300 N; he recalled that they were waiting on the completion of a traffic study for more information. Mr. Laws stated that the traffic study for 300 N was completed and no change in the speed limit was recommended. At that time, the Council had decided to revisit the issue during the next Transportation Master Plan review, and possibly assign speed limits based on the category type of each road. That plan review is in the budget for this fiscal year, so will be discussed with the Council within the next few months. The Council was ok with waiting to evaluate this section of road at that time as well.

Council Member Dawson – None

Council Member Henderson – None

Council Member Judd – None

Council Member Petersen – The North Davis Fire District firefighters are beginning to receive the COVID-19 vaccine, along with other medical personnel. He commented that it is encouraging to see that the vaccine is making its way down the line to firefighters and other first responders.

Mayor Craythorne – None

4. Communications from Staff

Mr. Laws provided a quick update on the remodeling project of City Hall, informing the Council that the new City Manager's office has been completed and he moved into that office earlier in the day. That move will start the shuffling of other Staff into their new offices, and the new cubicles have also been installed. The former Planning and Zoning space at the back of the building still needs to be converted into the Recreation Department space, but things are progressing.

5. Citizen Comment

In regards to responding to residents' needs, Mr. Laws wanted to note that although City Hall is closed to regular traffic, Staff has been and will continue to be available to meet by appointment, either in-person or by phone call or virtual meeting. He encouraged residents to contact City Hall with questions or concerns and Staff is available to assist them.

6. Consideration of Approval of the November 17, 2020 West Point City Council Meeting

Council Member Dawson motioned to approve the November 17, 2020 City Council Meeting Minutes

Council Member Henderson seconded the motion

The Council unanimously agreed

7. Consideration of Approval of the December 1, 2020 West Point City Council Meeting

Council Member Dawson motioned to approve the December 1, 2020 City Council Meeting Minutes

Council Member Judd seconded the motion

The Council unanimously agreed

8. Consideration of Approval of the FY2020 Audit Report for West Point City – Mr. Ryan Harvey

Mr. Harvey stated that as discussed in tonight's earlier Administrative Session, there were no recommendations or findings issued by the auditors in their report. The highlights of the Audit Report are as follows:

- The City's total net position of \$49,925,764 is made up of \$37,753,716 in capital assets and other net position of \$12,172,048. Of this amount, \$7,651,169 may be used to meet the ongoing obligations of the City, while \$4,520,879 is restricted for specific purposes.
- The City's net position increased by \$3,924,100, or 8.53% (\$46,001,664 to \$49,925,764).
- The City's governmental funds reported a combined ending fund balance of \$6,739,752, an increase of \$923,495 from the prior year. The increase is primarily the result of continued high sales tax revenue and low expenditures.
- In the proprietary funds, the total net position increased by \$752,531 during the fiscal year.
- As of June 30, 2020, the City's general fund reported a fund balance of \$937,258. This represents an increase of \$22,934 from last year's ending balance.
- The transfer from the General Fund to the Capital Projects Fund was \$885,500.
- Once again, the City collected more sales tax than at any other point in its history, collecting \$1,626,927 in Fiscal Year 2020, a 10.9% increase from Fiscal Year 2019.
- Taxes continue to be the largest source of revenue in the general fund and represent 75% of total general fund revenues, which is consistent with prior years. The largest element of tax revenue is sales tax. Sales tax is 60%, property tax is 21.5%, and energy & franchise tax is 18% of general fund tax revenue.

Heather Christopherson, with the auditing firm Ulrich & Associates, addressed the Council and reiterated that this year's audit was a clean opinion with no recommendations or findings. She added that even beyond that, there were no proposed journal entries that should be made. She commended Staff and the City's accountants, Keddington & Christensen, CPA's, for the great work that they have done, especially during this difficult year.

Council Member Petersen wanted to again reiterate what an accomplishment it is to have no findings and no recommendations, and to not even have any proposed journal entries is “amazing.” He stated that the budget is an ongoing process that requires a lot of work and effort by Staff. He continued, stating that it takes years of prudent fiscal handling to be in such a healthy financial position and commended the Council for their conservative budgeting nature. He stated that West Point residents should be proud of what has been reported in this year’s audit. The Council echoed their appreciation and had no further discussion.

Council Member Petersen motioned to approve the FY2020 Audit Report
Council Member Chatterton seconded the motion
The Council unanimously agreed

9. Consideration of Approval of Resolution No. 01-05-2021A, Approving a Developers Agreement for the Bluff View Subdivision – Mr. Boyd Davis

Mr. Davis stated that this Developers Agreement is in regards to ownership of the utilities that are in the roads of the Bluff View Subdivision, which is entirely made up of private roads, lanes, and alleys. The recommendation at the last meeting was that the City would maintain ownership of the water line, the other utility companies will follow their own policies, and all other utilities would be maintained by the HOA. Additionally, should the City have to repair a water line, the HOA would be responsible for any resulting repairs needed to the road. The Council has discussed this item extensively in past meetings, and had no further discussion regarding ownership and maintenance responsibilities of the utilities in the private roads. However, Council Member Petersen wanted to make clear that although not part of this Developers Agreement, the Council still needs to continue the discussion and came to a resolution with the developers about the access road that was discussed in tonight’s Administrative Session.

The Council had no further discussion.

Council Member Dawson motioned to approve Resolution No. 01-05-2021A
Council Member Henderson seconded the motion
The Council unanimously agreed

10. Consideration of Approval of Resolution No. 01-05-2021B, Approving a Purchase Agreement for Water Shares – Mr. Boyd Davis

Mr. Davis stated that the City has been offered the opportunity to purchase four shares of Hooper Irrigation water that could be used for the development of the future Blair Dahl Park. An agreement has been drafted by the City Attorney covering the details of the purchase. The seller is offering the shares at \$22,000 each, for a total of \$88,000. The Council has discussed purchasing these water shares in previous and agrees that they will be a benefit to have for the future development of the Blair Dahl Park area. The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 01-05-2021B and corresponding purchase agreement.
Council Member Chatterton seconded the motion
The Council unanimously agreed

11. Motion to Adjourn the General Session

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

ERIK R. CRAYTHORNE, MAYOR

January 19th, 2020

CASEY ARNOLD, CITY RECORDER

January 19th, 2020

DRAFT

City Council Staff Report

Subject: Harvest Fields Phases 5 and 6
Author: Bryn MacDonald
Department: Community Development
Date: February 2, 2021



Background

The applicant is seeking an exception from the City Council to receive Final Plat approval for Phases 5 and 6 of the Harvest Fields PRUD subdivision located at approximately 1200 South 4500 West. Phase 5 consists of 22 lots and phase 6 is 14 lots. The applicant previously received approval for phases 1-4. The code does not allow multiple phases to be developed at the same time, unless an exception is granted by the City Council.

Analysis

Preliminary approval for the entire development was granted in March, 2020. Phases 1-4, totaling 101 lots, were granted final plat approval in July 2020. The applicant is now seeking approval for phases 5 and 6. The subdivision ordinance requires only one phase be built at a time, unless an exception is granted by the City Council.

16.05.09 Subdivision Standards

D. Lots

10. Developments over 30 lots shall be done in phases. A phase shall consist of no more than 30 lots unless specifically approved by the city. Each phase must be completed with both on- and off-site improvements within two years. The city shall not approve more than 30 lots in a development or single phase without requiring the construction of a second access road that connects to an existing public street...

In no case shall more than two phases be developed consecutively. The city council may grant exceptions to these rules if deemed appropriate.

The City Council granted an exception in May to allow the first four phases be submitted and constructed at the same time. The applicant is now seeking an amendment to the exception to allow phases 5 and 6 be constructed, instead of phases 1 and 2.

Recommendation

Staff recommends approving the amended exception for Harvest Fields allowing phases 3-6 to be constructed at the same time, and not allowing phases 1-2 to begin construction until phases 3-6 are complete.

Attachments

- A. Amended Request from applicant
- B. Phasing Plan

CRM
CAPITAL REEF
MANAGEMENT LLC

January 19, 2021

Mayor and City Council
West Point City

RE: Harvest Fields – Amended Phasing Plan

Mayor and Council members,

We have been working with city staff to amend our original request to obtain final plat approval and construct multiple phases of the Harvest Fields PRUD (formerly Wade Farms). City ordinance presently allows for final approval of one phase of no more than 30 lots at a time. City ordinance also allows the City Council to consider exceptions to this requirement on a case-by-case basis. In May of last year, the Council granted approval to proceed with final approval and construction of phases 1 – 4 of Harvest Fields. As you are likely aware, we are in the process of constructing phases 3 and 4. Although we have approval to submit phases 1 and 2, we have chosen not to proceed with these phases at this time. As a result, we would like to amend the original request for phases 1 - 4 and request Council approval to work on phases 3 – 6.

Phases 3 and 4 are highlighted in blue, and phases 5 and 6 are highlighted in red on the attached phasing plan. Phases 3 and 4 (presently under construction) include a total of 44 lots, and phases 5 and 6 total 41 lots. Our reasoning for this request to amend the phasing plan includes the following:

- The existing ordinance limiting phases and approval thereof to 30 lots seems a bit out of date and perhaps originated at a time when homes were not being constructed at the pace they are today.
- Final plat approval and construction of phases 3 – 6 allows for the extension of infrastructure to make needed utility connections from 1200 South to 900 South.
- Additional homes up front will allow the HOA to become established in a timely manner for the overall sustainability of the PRUD and associated amenities.
- With approval to move forward with these phases at the same time, we are able to construct our two most popular housing types -
 - Phases 3 and 6 – Ovation Homes – single family homes for active adult residents, and
 - Phases 4 and 5 – Aspire Homes catering to younger buyers who may be purchasing their first home, and

We very much appreciate working with your staff and the Council in a manner that will allow this project to move forward more efficiently.

Thank you for your consideration.



Craig Jacobsen, Authorized Agent
Capital Reef Management, LLC

HARVEST FIELDS PHASING PLAN

