



Mayor
Erik Craythorne
Council
Gary Peterson, Mayor Pro Tem
Jerry Chatterton
Andy Dawson
R. Kent Henderson
Roger Woodward

City Manager
Gary Hill

West Point City Council Notice and Agenda

West Point City Municipal Center – 3200 West 300 North
September 4, 2012

ADMINISTRATIVE SESSION

6:30 pm – Council Room

- page 5 1. Discussion of Non-Resident Cemetery Fees – Mrs. Misty Rogers
- page 9 2. Discussion of contract with Gardner Engineering for engineering services – Mr. Boyd Davis
- page 23 3. Interlocal Agreement for Sewer Connections with Clinton City – Mr. Kyle Laws

GENERAL SESSION

7:00 pm – Main Council Chamber

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Prayer. (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought.)
- 4. Communications and Disclosures from City Council and Mayor
- 5. Communications from Staff
- 6. Citizen Comment. (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives).
- page 9 7. Approval of contract with Gardner Engineering for engineering services – Mr. Boyd Davis
- page 43 8. Adoption of minutes from the August 21, 2012 Council Meeting – Mrs. Misty Rogers
- 9. Motion to adjourn

Posted and dated this August 30, 2012


MISTY ROGERS
City Recorder

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

UPCOMING ITEMS

Date: 9/18/2012

Administrative Session

1. Quarterly Goal Update – Mr. Gary Hill
1. Youth Council program update – Mrs. Jolene Kap
2. Fourth of July wrap up – Mrs. Jolene Kap

General Session

1. Resolution No. 09-18-2012, Amendment to the Interlocal Agreement for Sewer Connections with Clinton City – Mr. Kyle Laws

Date: 10/2/2012

Administrative Session

General Session

Date: 10/16/2012

Administrative Session

1. Fire Hydrant Fee Schedule – Mr. Adam Favero

General Session

1. Swearing in of Youth Council – Mayor Craythorne

Date: 11/6/2012

Meeting Cancelled – Due to Elections

Date: 11/20/2012

Administrative Session

General Session

1. Resolution No. 11-20-2012, amending the West Point City Schedule of Fees relative to Cemetery Rates and Hydrant Water Connection fees - Mrs. Misty Rogers

Date: 12/04/2012

Administrative Session

General Session

Date: 12/18/2012

Administrative Session

General Session

Date: 1/1/2013

Meeting Cancelled, New Year's Day

Date: 1/4/2013 – 1/5/2013

1. Council Retreat

Date: 1/15/2013

Administrative Session

General Session

Future Items

Administrative Session

Follow up on North Davis Sewer Districts Rate Presentation – Mr. Gary Hill

Payback Agreement for Bartholomew Lane Phase II – Boyd

General Session

Building Lot approval for Brian Higgs – Boyd Davis

Modifications to the Nuisance Ordinance - Boyd

Payback Agreement for Bartholomew Lane Phase II – Boyd

Amendment to Firearms Ordinance – Kyle

West Point City 2012 Calendar

January

February

March

April

May

June

July

August

September

3	Labor Day-Office Closed
4	City Council-7pm
12	Council/Staff Lunch-11:30am
13	Planning Commission-7pm
17	Senior Lunch-11:30
18	City Council-7pm
27	Planning Commission-7pm

October

2	City Council-7pm
4	Cemetery Cleaning
11	Planning Commission-7pm
15	Senior Lunch-11:30
16	City Council-7pm
25	Planning Commission-7pm
26	Halloween Carnival-7pm

November

6	Election Day
10	Flags on Veteran's Graves YC
12	Veteran's Day-Office Closed
15	Planning Commission-7pm
19	Senior Lunch-11:30
20	City Council-7pm
22-23	Thanksgiving -Office Closed

December

7	Christmas Party – Rickenbacker's Steak House - 4282 S 1650 W, Ogden
3	City Hall Lighting Ceremony-6:00 pm
4	City Council-7pm
13	Planning Commission-7pm
17	Senior Lunch-11:30
18	City Council-7pm
21	Cemetery Luminary-4pm
25-26	Christmas -Office Closed

January 2013

4-5	Council Retreat
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City Council Staff Report

Subject: Cemetery, Non-Resident Cemetery Rates

Author: Misty Rogers

Department: Administration

Date: September 4, 2012



Background

Recently Council approved amendments to the West Point City schedule of fees, specifically burial plot and interment rates for residents as well as non-residents. Council adopted the recommended interment rate of \$300 for both residents and non-residents.

Over the past several weeks staff has found that some residents are purchasing multiple plots that can be designated for non-resident family members or friends. This means the non-resident is essentially paying the same cemetery rate as a resident and receiving the benefit as if they were actually a West Point City resident.

During the Administrative Session held on August 7, 2012 Council was informed of the current issue regarding non-resident burial fees. It was during this meeting in which Staff informed Council of a possibility amending non-residential plot and interment fee.

Analysis

Staff recommends amending the non-resident cemetery fees within the FY 2012/2013 schedule of fees to increase the interment fee and reduce the plot fee. The overall cost will remain the same for a non-resident (\$1,300 for a full size plot, \$700 for a ½ plot or urn), but the city will recoup some revenue if the individual is a non-resident at the time of burial.

The cemetery rates below show current non-resident cemetery rates as well as recommended non-resident cemetery rates. The \$100 afterhours charge would remain the same as adopted in the schedule of fees.

	Current	Recommended
Adult	Non-Resident	Non-Resident
Burial Plot	\$1000.00	\$600.00
Interment Fee	\$300.00	\$700.00
	\$1300.00	\$1300.00

	Current	Recommended
Child	Non-Resident	Non-Resident
Burial Plot	\$1000.00	\$600.00

Interment	\$300.00	\$700.00
	\$1300.00	\$1300.00
	Current	Recommended
Infant or Urn	Non-Resident	Non-Resident
Burial ½ plot	\$500.00	\$300.00
Interment Fee	\$200.00	\$400.00
	\$700.00	\$700.00

Recommendation

Staff recommends Council provide direction to amend the non-resident cemetery fees. A resolution amending the City Schedule of Fees will be prepared for an upcoming meeting.

Significant Impacts

If non-residents are able to acquire funeral plots at the same rate as residents, the cemetery will fill up more quickly and leave less room for individuals who live (and pay taxes) in town.

Attachments

Cemetery Fee Schedule



West Point City Cemetery Rates FY 2012/2013

Resident Fees:	Non-Resident Fees:
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Plot

Adult burial space	\$450.00	\$1,000.00
Child burial space (4-10)	\$450.00	\$1,000.00
Infant burial space (full size plot)	\$450.00	\$1,000.00
Urn or infant plot area (half size plot)	\$225.00	\$500.00

Interment

Adult	\$300.00	\$300.00
Child	\$300.00	\$300.00
Infant	\$200.00	\$200.00
Urn interment	\$200.00	\$200.00
Non Business hours charge interment	\$100.00	\$100.00

Perpetual Care

If plot was purchased before 09/1990

If plot was purchased after 09/1990 perpetual care is included in price

Adult	\$100.00	\$300.00
Child	\$100.00	\$250.00
Infant	\$50.00	\$250.00

All caskets and urns require a cement vault

Disinterment	\$300.00	\$400.00
Transfer lot fee	\$15.00	\$15.00

updated 7/1/2012

City Council Staff Report

Subject: Engineering Contract
Author: Boyd Davis
Department: Community Development
Date: September 4, 2012



Background

West Point City has had a contract for engineering and surveying services with Gardner Engineering for a number of years. The most recent contract expired two years ago and we are in need of a new one. Staff advertised an RFP for engineering services to which several engineering companies responded. This report summarizes the results and recommendations for a new engineering contract.

Analysis

Staff received eleven proposals in response to our advertisement. The proposals were reviewed and ranked by a committee that consisted of Boyd, Paul, Kyle, and Jeff. The top three firms were selected to be interviewed. The criteria used in making the selection was as follows:

1. How close the firms is located to West Point
2. The size of the firm and work load
3. Previous experience
4. List of references
5. Key individuals that will work on projects
6. Past experience with West Point City and familiarity with North Davis County
7. Hourly rates
8. Availability of surveying services

The top firms selected to be interviewed were Gardner Engineering, Jones and Associates, and C.E.C Engineering. The same committee was used to do the interviews as well as review the proposals. The interviews went very well and we felt like we had at least two good firms to choose from. In the end the committee felt most comfortable with recommending Gardner Engineering for the following reasons:

- Their rates are competitive. They were the middle of the three firms.
- They are familiar with West Point City.
- They have written several master plans for the city.
- They have collected a great deal of surveying data in West Point.

- They work for Hooper Water Improvement District, which is an advantage to us.
- They have done excellent work for the City in the past and have always been cost competitive.

A contract has been prepared which will last for three years with an option to extend for two additional years. Our previous contracts have been for five years. The contract was prepared by the City Attorney and reviewed by staff.

Recommendation

Staff recommends that the Council approve a contract with Gardner Engineering for professional engineering and surveying services and authorize the Mayor to execute the contract.

Significant Impacts

All contracted engineering costs will be included in the project budgets. There is also a small budget for support engineering and surveying to cover incidental work.

Attachments

Contract

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered as of the 4th day of September, 2012, by and between WEST POINT CITY, a Municipal Corporation, of 3200 West 300 North, West Point City, Utah 84015, hereinafter called the "City," and GARDNER ENGINEERING, Inc., of 5875 South Adams Avenue Parkway, Ogden, Utah 84405, hereinafter referred to as the "Engineer," as follows:

RECITALS

A. The City is a Municipal Corporation of the State of Utah and has need of a consulting engineer to serve the needs of the City on a regular and ongoing basis.

B. The Engineer is a firm of engineers willing to provide and capable of providing engineering services for the City.

C. The City and the Engineer have negotiated the terms of an agreement under the terms of which the Engineer will provide the City with general engineering, planning, mapping and surveying services related to the requested needs of the City.

D. The City and the Engineer now desire to set forth the terms of their agreement in accordance herewith.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the City and the Engineer do hereby agree as follows:

AGREEMENT

SECTION 1: **BASIC SERVICES OF ENGINEER**

The Engineer shall provide the City with professional engineering services as required for specific project assignments to be determined by the City as hereinafter provided. These services will include serving as the City's professional engineering representative for specified projects, providing professional engineering consultation and advice and furnishing customary civil engineering, surveying, mapping, planning and construction management services. During all times the Engineer shall serve as and be considered as the "Consulting Engineer" for the City. Such services shall include:

A. Design. The Engineer shall co-ordinate with the City's representative to determine the needs for each specific project. The Engineer shall thereafter complete specific project designs and review such designs with the City's representative.

B. Bidding. The Engineer, under the direction of the City's representative, shall prepare bid documents, as requested, and assist the City in obtaining the services of a qualified contractor. Such contractor services shall be acquired pursuant to procedures contained in the Utah Procurement Code and specific City Ordinances and requirements.

C. Construction. The Engineer will provide construction staking as project needs dictate and shall provide construction observation and/or construction inspection as dictated for specific projects. During the construction the Engineer shall also co-ordinate other public utility installations including, but not limited to, telephone, power,

gas, cable and television.

SECTION 2: **CITY'S RESPONSIBILITIES**

The City shall do the following in a timely manner so as not to delay the services of the Engineer on any assigned projects:

A. Designate a person to act as the City's representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Engineer's services for the project.

B. Provide all criteria and full information as to the City's requirements for each project, including design objectives and constraints, space, performance objectives, flexibility and expendability, and any budgetary limitation.

C. Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the project, including previous reports and any other data relative to the design or construction of the project.

D. Furnish to the Engineer as required for performance of Engineer's services data prepared by or through services of others, environmental assessment and impact statements, other special data or consultations not covered in Section One, all of which Engineer may use and rely upon in performing services under this Agreement.

E. Arrange for access to and make all provisions for Engineer to enter

upon public and private property as required for Engineer to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications and proposals and other documents presented by Engineer, obtain advice of the City Attorney, insurance counselor, and other consultants as the City deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

H. Give prompt written notice to Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of timing of the Engineer's services.

I. Furnish soils investigations as required.

J. Provide aerial photography, previously produced, suitable to be digitized, when deemed appropriate.

K. Assume all costs incident to compliance with the requirements of this Section 2.

SECTION 3: **DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect beginning September 4, 2012, and shall be in force for a period of three (3) years and may be extended for two (2)

additional years in the discretion of the City, unless sooner terminated by law, by mutual agreement of the parties, or as provided for herein.

SECTION 4: **PAYMENT**

A. Calculation of Payment. Payment for requested and approved services and the expenses of the Engineer shall be at a net lump sum price per project as agreed upon by the parties or the following hourly rates agreed upon by the parties:

- Hourly rates:

Principal Engineer	\$ 105.00/hour (Kris, Tyler, Dan)
Licensed Surveyor	\$ 105.00/hour (Travis)
Project Engineer	\$ 90.00/hour (Ryan, Colby)
Engineering Designer	\$ 70.00/hour (Brett, Dustin)
GPS Surveyor	\$ 105.00/hour (Brian)
Survey Tech	\$ 60.00/hour (Brian)
Office Support	\$ 40.00/hour (Judy)
- There will be no separate charge for miles traveled.

Other direct expenses at cost including, but not limited to aerial photographs and GEO technical investigations.

B. The Times of Payments. Monthly statements will be prepared and submitted to the City for payment reflecting the payment of work completed by the close of each month for lump sum tasks or hours of work rendered.

The City shall make prompt monthly payments in response to Engineer's monthly statements within twenty (20) calendar days of the statement date.

SECTION 5: **GENERAL CONSIDERATIONS**

A. Termination. The obligation to provide further services under this

Agreement may be terminated by either party upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

B. Re-use of Documents. All documents, including drawings prepared or furnished by Engineer or independent professional associates and consultants pursuant to this Agreement shall remain the property of the Engineer, whether or not the project is completed. The City may make and retain copies for information and reference in connection with the use and occupancy of the Project, however, such documents are not intended or represented to be suitable for re-use by the City or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by the Engineer will be at the City's sole risk and without liability or legal exposure of the Engineer or Engineer's independent professional associates or consultants, and the City shall indemnify and hold harmless the Engineer and Engineer's independent professional associates and consultants from all claims, damages, losses and expenses, including attorney fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the City and the Engineer.

C. Accuracy of Services and Limitation of Liability. The Engineer

shall use reasonable professional skill and judgment in connection with services hereunder, and shall perform all such services in accordance with standard practices and procedures of the engineering profession.

D. Insurance. The Engineer shall procure and maintain insurance at the Engineer's own expense in company or companies elected by the Engineer and approved by the City. The City will be named as an additional insured on all liability and property damage insurance policies. Such coverage shall be as follows:

1. Comprehensive general liability insurance, including automobile, in minimum limits of \$500,000.00 for injury to or death of any one person and of \$1,000,000.00 for injury to or death to more than one person in any one accident and of \$100,000.00 for property damage in any one accident and \$300,000.00 for property damage in the aggregate.
2. Worker's compensation insurance as prescribed by the laws of the State of Utah.
3. Professional liability insurance to cover errors and omissions in the amount of not less than \$250,000.00.
4. Engineer shall provide certificates of insurance annually demonstrating such coverage.

SECTION 6:

CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Utah.

SECTION 7: **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the heirs, successors and assigns of each party.

Neither party may assign this Agreement without the prior written consent of the other party.

SECTION 8: **ENGINEER AS INDEPENDENT**
CONTRACTOR

All work to be performed pursuant to the terms of this Agreement shall be performed by the Engineer as an independent contractor. The Engineer shall not act in the performance of such duties as an agent or employee of the City.

SECTION 9: **ASSISTANCE IN PREPARATION OF**
APPLICATIONS

The Engineer shall assist the City in preparing applications for HUD grants and Community Development Block Grants as requested by the City.

SECTION 10: **CONFLICT OF INTEREST**

During the term of this Agreement, the Engineer shall not review for the City any design work done by the Engineer for any third party.

SECTION 11: **ENGINEER EMPLOYMENT OF CONSULTANTS**

Nothing contained in this Agreement shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer may deem appropriate to assist in the performance of the services hereunder.

SECTION 12: **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement and understanding by and between the parties and supersedes any and all prior payments or understandings. No agreement between the parties is valid or binding unless set forth herein.

SECTION 13: **ATTORNEY FEES**

In the event it becomes necessary to retain the services of an attorney to enforce the terms of this Agreement, the defaulting party shall be responsible for payment of attorney fees and court costs to the non-defaulting party.

SECTION 14: **MODIFICATION OR AMENDMENT**

No amendments or modifications to this Agreement shall be valid unless they are in writing and signed by the City and by the Engineer with the same formality with which this Agreement is made and executed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective

the day and year first above written.

**WEST POINT CITY,
A Municipal Corporation**

By: Erik Craythorne, Mayor

ATTEST:

Misty Rogers
City Recorder

GARDNER ENGINEERING, Inc.

By: Dan White, Principal

ATTEST:

By:

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the _____ day of _____, 2012, personally appeared before me ERIK CRAYTHORNE and MISTY ROGERS, who being by me duly sworn did say, each for himself and herself, that he, the said Erik Craythorne is the Mayor of West Point City, Davis County, State of Utah, and that she, the said Misty Rogers, is the City Recorder of West Point City, Davis County, State of Utah, and that the within and foregoing instrument was signed on behalf of the said City by authority of a Resolution of the City Council of said City and said Erik Craythorne and Misty Rogers each duly acknowledged to me that the said City executed the same and that the seal affixed is the seal of the said City.

NOTARY PUBLIC

(SEAL)

Residing at:

My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the _____ day of _____, 2012, personally appeared before me DAN WHITE, who being by me duly sworn did say, for himself, that he, the said Dan White, is Principal of Gardner Engineering, Inc. of Ogden City, Weber County, State of Utah, and that the within and foregoing instrument was signed on behalf of the said engineering firm.

NOTARY PUBLIC

(SEAL)

Residing at:

My Commission Expires:

City Council Staff Report

Subject: Amendments to Interlocal Agreement w/Canton City
Author: Kyle Laws
Department: Finance
Date: September 4, 2012



Background

In a letter dated May 30, 1978, Clinton City allowed West Point City residents along 1300 West to connect to their sewer line. With this approval came a \$500 connection fee and a \$100 sewer development fee plus a fee of \$2.00 per home per month.

On August 7, 2001 Clinton City and West Point City entered into an Interlocal agreement that allows Clinton residents living in the forty-acre area in Clinton that is south and west of the intersection of 1500 West and 800 North to connect to our sewer system with the following fees, \$317 sewer impact fee, \$1,200 storm water impact fee and a \$2.00 per home per month service fee.

It has been brought to our attention that the current Interlocal agreement (Clinton paying West Point) needed to be updated to reflect increasing fees over the years and a second agreement (West Point paying Clinton) needed to be drafted.

Maps of the service areas are also provided.

Analysis

Lynn Vinzant, Assistant City Manager for Clinton City, drafted both Interlocal Agreements. City Attorney Felshaw King has reviewed both agreements and has given his approval. The existing agreement can be found as Attachment A, the revised agreement is Attachment B, with the new agreement as Attachment C.

Attachments A & B (Clinton paying West Point)

The current agreement has been changed to reflect up-to-date fees in West Point City. These changes are found in bullet point 6 "Fees and Charges."

Additionally, the "Design of Systems" paragraph was removed from this agreement. This section was removed due to the fact that the subdivision in Clinton is built out and it is no longer needed in the agreement.

Attachments C (West Point paying Clinton)

The New Agreement is essentially word for word the same as the existing agreement save for the language indicated that West Point will be paying Clinton and outlining Clinton's

fees. The service area is specified and the “Design of Systems” section is included because we have empty lots that will be added to their system at some point.

One additional difference is that these same Clinton residents are also on our storm drain system and will be charged a storm system maintenance fee.

Recommendation

No action is required at this time. Staff would like direction on the proposed changes presented. The changes to the agreements will then be finalized for the next council meeting and presented for a vote at that time.

Significant Impacts

No significant impacts at this time.

Attachments

Draft of the two Interlocal Agreements

2-1
RETURNED
AUG 22 2001

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 7th day of AUGUST, 2001, by and between CLINTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "Clinton", and WEST POINT CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "West Point".

RECITALS

1. Clinton is a municipal corporation of the State of Utah and, as such, is responsible for, among other things, furnishing Waste Water and Storm Water disposal for residents and inhabitants of Clinton.
2. The forty-acre (40 acre) area of Clinton that is south and west of the intersection of 1500 West and 800 North has a natural drainage to the southwest.
3. West Point has developed systems capable of receiving Waste Water and Storm Water from the forty-acre (40 acre) area in Clinton that is south and west of the intersection of 1500 West and 800 North.
4. The systems installed by West Point have the capacity to receive Waste Water Drainage and Storm Water Runoff from the forty-acre (40 acre) area in Clinton that is south and west of the intersection of 1500 West and 800 North.
5. The forty-acre (40 acre) area in Clinton that is south and west of the intersection of 1500 West and 800 North, more accurately described as the Northeast ¼ of the Southwest ¼ Section 34; Township 5 North; Range 2 West; Salt Lake Base and Meridian, can not be developed without a means of removing Waste Water and Storm Water.
6. The same developer desires to develop subdivisions in Clinton and West Point in the area of the forty-acre (40 acre) area in Clinton that is south and west of the intersection of 1500 West and 800 North and the area of West Point that is south and south west of this land.

NOW, THEREFORE,

in consideration of the mutual promises, covenants and conditions hereinafter set forth, Clinton and West Point agree as follows:

1. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.
2. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this agreement to be perpetual, then the term of this Agreement shall be 50 years from its effective date.
3. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Rather, this Agreement is intended to define the responsibilities of the cities and the service area for storm water and waste water. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.
4. Service Area. The forty-acre (40 acre) area in Clinton that is south and west of the intersection of 1500 West and 800 North, more accurately described as the Northeast ¼ of the Southwest ¼ Section 34; Township 5 North; Range 2 West; Salt Lake Base and Meridian. The service area boundary between Clinton and West Point shall be as depicted in the maps attached as Exhibits "A" and "B" and incorporated by reference as part of this Agreement. The boundary between the cities is the "service separation line". Clinton shall deliver Waste Water and Storm Water in its own infrastructure to this line and West Point agrees to receive into its infrastructure and properly dispose of the Waste Water and Storm Water from Clinton.

1683823 8 28 71 P 437
SHERYL L. WHITE, DAVIS CNTY
2001 AUG 22 1:21 PM FEE
REC'D FOR CLINTON CITY
RECD
03

5. Design of Systems. Clinton will require the developer to design the Waste Water and Storm Drain Systems in Clinton to Clinton City standards. The outflow line of each system will be designed to match with the corresponding system in West Point. On the Clinton side of the service separation line, Clinton will require the developer to install a five-foot (5') manhole in the Waste Water system and a five-foot (5') manhole or equivalent junction box in the Storm Drain system. The design of the junction of these two systems at the service separation line will be agreed upon by both Clinton and West Point.
6. Liability. Clinton will be responsible for all infrastructure within the service area within Clinton and West Point will be responsible for all infrastructure within West Point. Each party shall be responsible to maintain, operate, and inspect their respective systems to insure proper function of the infrastructure and flow of the contents of the system.
7. Fees and Charges. Clinton agrees to pay to West Point a one time payment for each residential dwelling building permit, issued in the service area and connecting to this system, equal to the West Point impact fee for waste water of \$ 317⁰⁰ and storm water of \$ 1200⁰⁰. Additionally, Clinton agrees to pay a service fee of \$2.00 per month for each residential waste water connection in the service area connected to the system.
8. Payment. Clinton will make payment of impact fees monthly for each month that a permit is issued for the service area. Payment of wheeling fees will be paid annually.
9. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

IN WITNESS WHEREOF,

the parties have signed this Interlocal Cooperation Agreement effective the day and year first above written, pursuant to authority granted by resolution duly passed and adopted by Clinton and West Point, respectively.

Approved and adopted by the Clinton City Council this 27 day of MARCH, 2001

CLINTON CITY
A MUNICIPAL CORPORATION

A. Demar Mitchell
A. DEMAR MITCHELL, MAYOR

ATTEST:

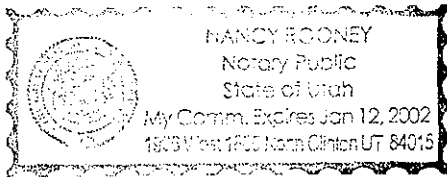
Dennis W. Cluff
DENNIS W. CLUFF, RECORDER

Michael V. Houtz
MICHAEL V. HOUTZ
CLINTON CITY ATTORNEY

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

State of Utah }
 §
 County of Davis }

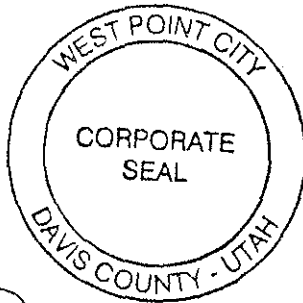
On the 16th day of August, 20 01, personally appeared before me A. DeMar Mitchell, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.



Nancy Rooney
 NOTARY PUBLIC

COMMISSION EXPIRES 1-12-02

Approved and adopted by the West Point City Council this 7th day of Aug., 2001.



WEST POINT CITY
 A MUNICIPAL CORPORATION

Jay H. Ritchie
 JAY H. RITCHIE, MAYOR

ATTEST:

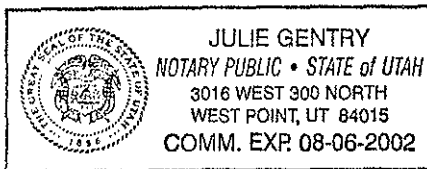
Richard L. Davis
 RICHARD L. DAVIS, RECORDER

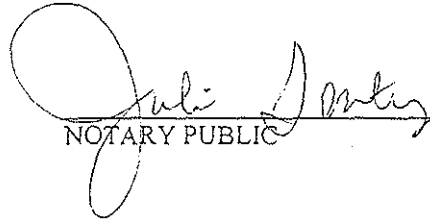
Felshaw King
 FELSHAW KING
 WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

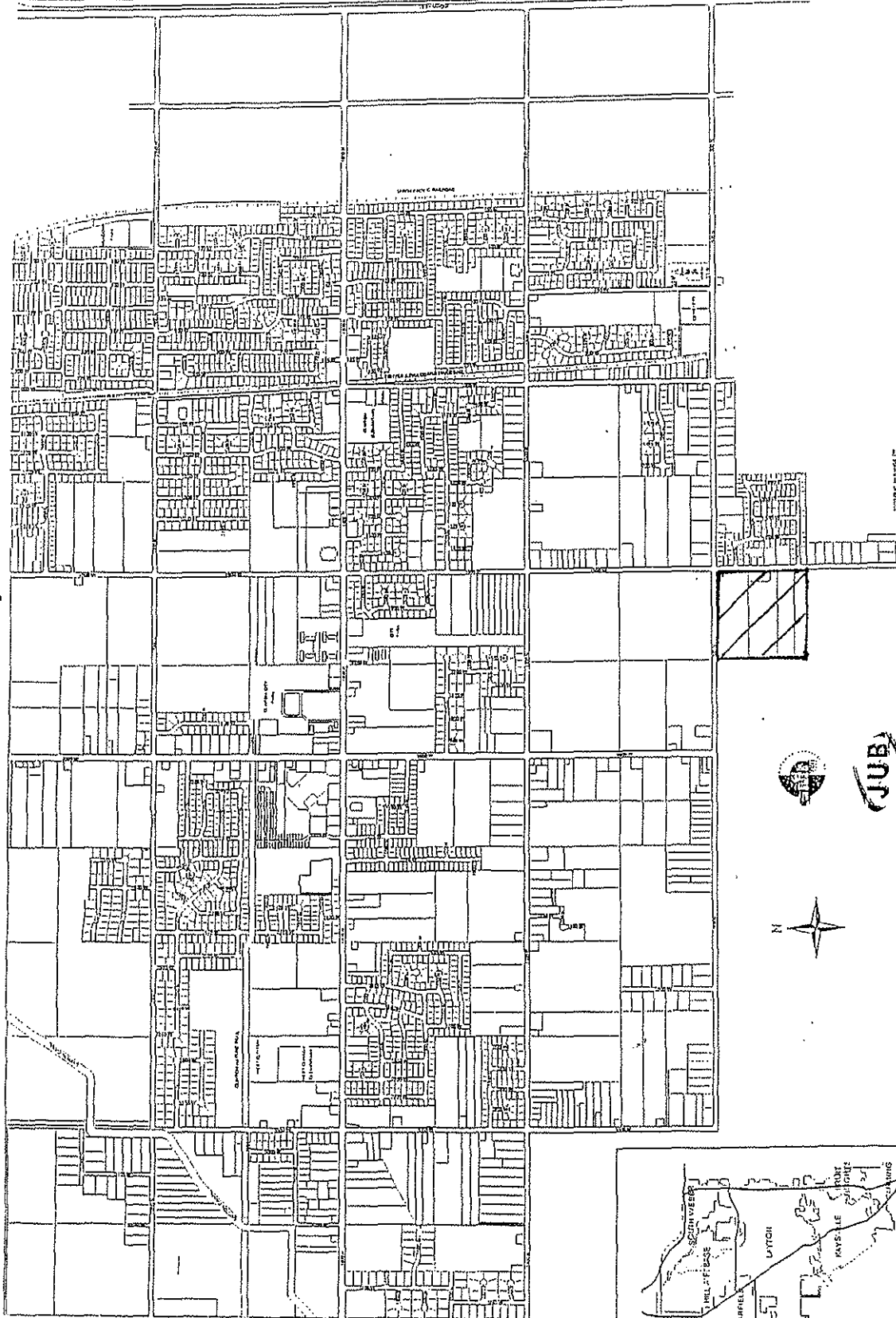
State of Utah }
 §
County of Davis }

On the 10 day of August, 20 01, personally appeared before me Jay H. Ritchie, Mayor of West Point City and Richard L. Davis, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.



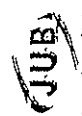
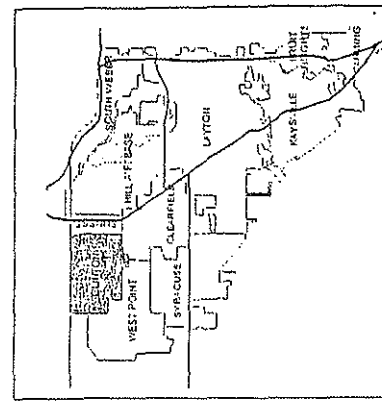

NOTARY PUBLIC
COMMISSION EXPIRES _____

Clinton City

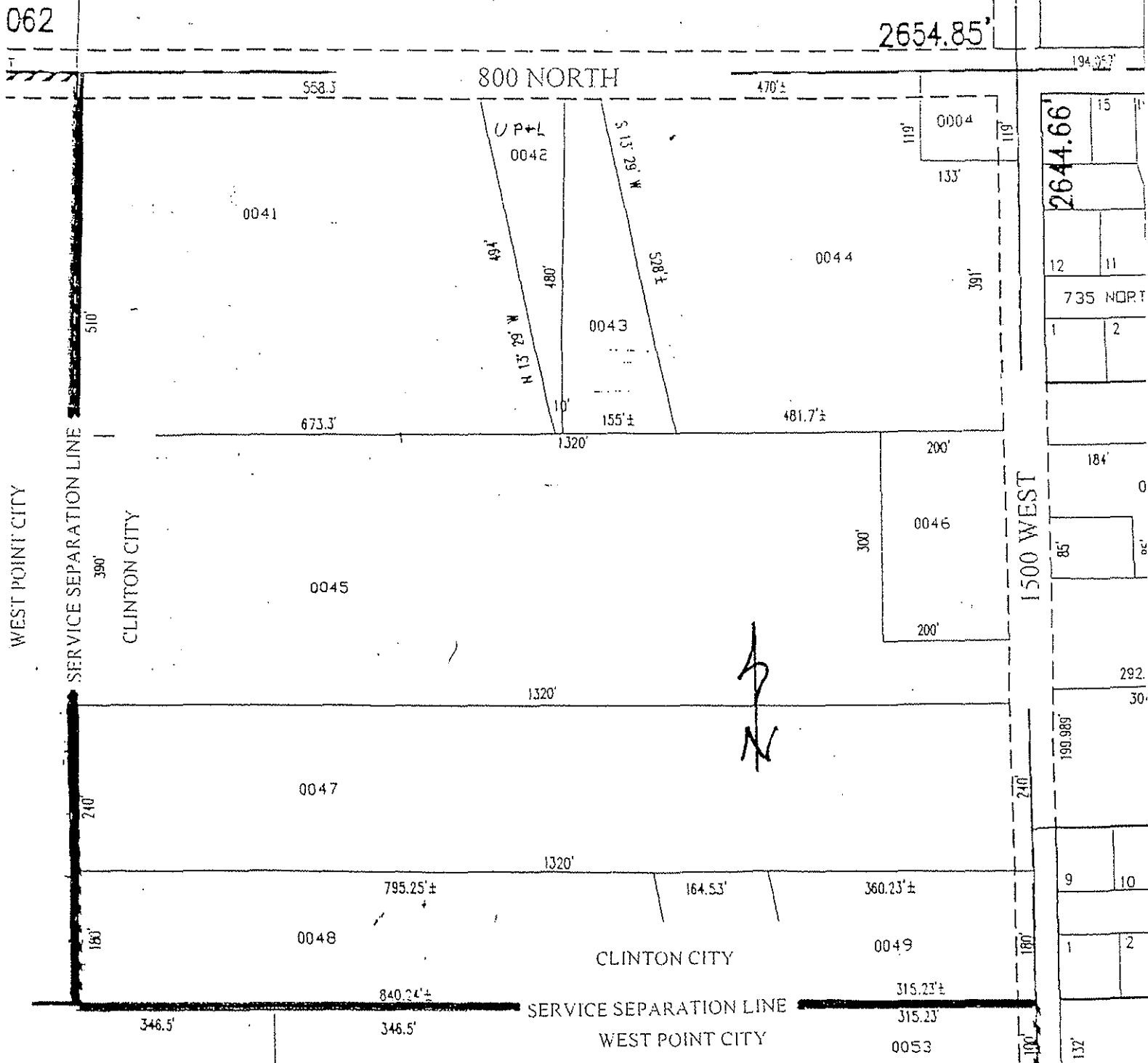


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SERVICE AREA
 FOURTY-ACRES
 NORTHEAST 1/4 OF THE
 SOUTHWEST 1/4 SECTION 34; TOWNSHIP 5 NORTH; RANGE 2 WEST;
 SALT LAKE BASE AND MERIDIAN



SERVICE AREA
 FOURTY-ACRES
 NORTHEAST 1/4 OF THE
 SOUTHWEST 1/4 SECTION 34: TOWNSHIP 5 NORTH: RANGE 2 WEST:
 SALT LAKE BASE AND MERIDIAN

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2012, by and between CLINTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "Clinton", and WEST POINT CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "West Point".

RECITALS

1. Clinton and West Point have an existing Interlocal Cooperation Agreement, hereafter referred to as the "Original Agreement," recorded with the Davis County Records Office, Entry Number 1683823, Book 2871, Page 437, and Dated August 22, 2001.
2. Clinton and West Point desire to modify the Original Agreement as outlined in this Agreement with no other modifications except as specifically outlined by this Agreement.
3. The service area outlined in the Agreement is not modified by this Agreement.

NOW, THEREFORE,

in consideration of the mutual promises, covenants and conditions hereinafter set forth, Clinton and West Point agree as follows:

1. Recitals: The recitals of this Agreement are considered part of the Agreement.
2. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.
3. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this Agreement to be perpetual, then the term of this Agreement and the Original Agreement shall be 50 years from its effective date.
4. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Rather, this Agreement is intended to define the responsibilities of the cities and the service area for storm water and waste water. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.
5. Service Area. This Agreement does not modify the Service Area established in the Original Agreement.
6. Liability. Clinton will be responsible for all infrastructure within the service area within Clinton and West Point will be responsible for all infrastructure within West Point. Each party shall be responsible to maintain, operate, and inspect its respective systems to insure proper function of the infrastructure and flow of the contents.
7. Fees and Charges.
 - a. Clinton agrees to pay the North Davis Sewer District fee for each connection within the service area.
 - b. Clinton agrees to pay to West Point a one time payment for each residential dwelling building permit, issued in the service area and connecting to this system, equal to the West Point impact fee for waste water of \$ 241.72 and storm water of \$ 1,300.00.
 - c. Clinton agrees to pay a service fee of \$6.70 per month for each residential waste water and \$4.00 for each storm water residence in the service area utilizing the system.

- d. Fees may be adjusted by action of the West Point Council with 30 days notice provided to Clinton.
8. Payment. Clinton will make payment of impact fees monthly for each month that a permit is issued for the service area. Payment of service fees will be paid annually.
9. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

IN WITNESS WHEREOF,

the parties have signed this Interlocal Cooperation Agreement effective the day and year first above written, pursuant to authority granted by resolution duly passed and adopted by Clinton and West Point, respectively.

Approved and adopted by the Clinton City Council this _____ day of _____, 2012

CLINTON CITY
A MUNICIPAL CORPORATION

L. MITCH ADAMS, MAYOR

ATTEST:

DENNIS W. CLUFF, RECORDER

MICHAEL V. HOUTZ
CLINTON CITY ATTORNEY

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

State of Utah }
 §
County of Davis }

On the _____ day of _____, 2012, personally appeared before me L. Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

Approved and adopted by the West Point City Council this _____ day of _____, 2012.

WEST POINT CITY
A MUNICIPAL CORPORATION

ERIK CRAYTHORNE, MAYOR

ATTEST:

MISTY ROGERS, RECORDER

FELSHAW KING
WEST POINT CITY ATTORNEY

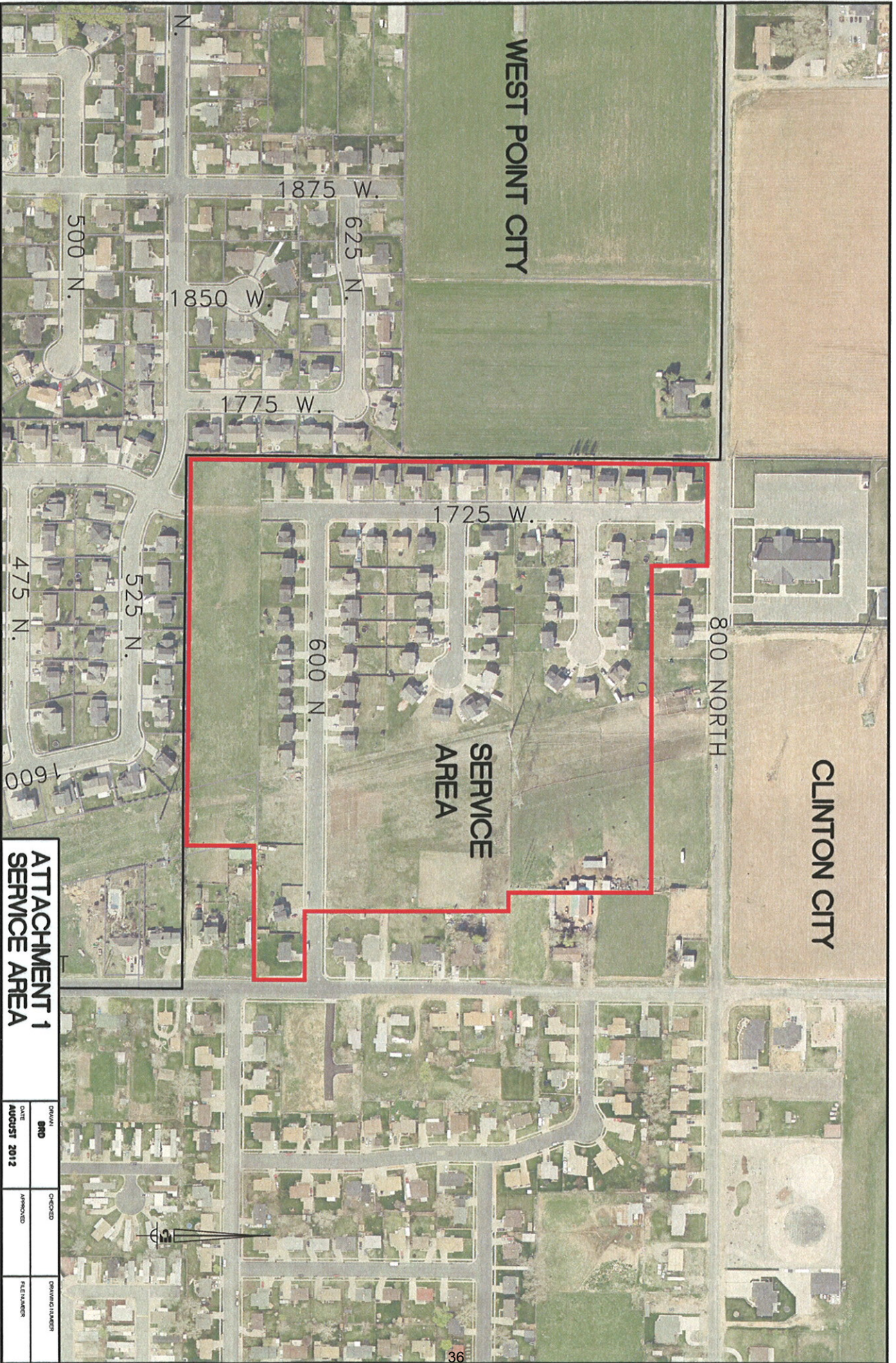
ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

State of Utah }
 §
County of Davis }

On the _____ day of _____, 2012, personally appeared before me Erik Craythorne, Mayor of West Point City and Misty Rogers, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____



**ATTACHMENT 1
SERVICE AREA**

DRAWN BNB	CHECKED	DRAWN BY BNB
DATE AUGUST 2012	APPROVED	FILE NUMBER

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2012, by and between WEST POINT CITY CLINTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as “West Point”, and CLINTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as “Clinton”.

RECITALS

1. West Point is a municipal corporation of the State of Utah and, as such, is responsible for, among other things, furnishing Waste Water disposal for residents and inhabitants of West Point.
2. The West Point residents along 800 North between 1750 West and 3000 West and along 3000 West between 800 North and 1300 North, more accurately indicated in Attachment 1, are connected to the Clinton Waste Water main, hereinafter referred to as the “Service Area.”
3. The Clinton system is capable of receiving Waste Water from the residences in the Service Area.
4. Clinton has been providing this service to the residents of the Service Area in West Point for many years and both Cities desire to formalize this agreement.

NOW, THEREFORE,

In consideration of the mutual promises, covenants and conditions hereinafter set forth, Clinton and West Point agree as follows:

1. Recitals: The recitals of this Agreement are considered part of the Agreement.
2. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.
3. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this agreement to be perpetual, then the term of this Agreement shall be 50 years from its effective date.
4. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Rather, this Agreement is intended to define the responsibilities of the cities and the service area for waste water. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.
5. Service Area. The Service Area pertains to the properties on 800 North between 1750 West and 3000 West, and to the properties on 3000 West between 800 North and 1300 North. The service area is described more accurately in Attachment 1.
6. Design of Systems. West Point will require that future and any modifications to existing connections to the Waste Water Systems in the Service Area be installed to meet Clinton City standards. West Point will notify Clinton of any new connections or modifications within the Service Area prior to any construction activity. Clinton reserves the right to inspect any modifications or connections and establish inspection fees associated with the inspections.
7. Liability. Clinton will be responsible for the mains within the Service Area within Clinton and West Point or the property owners, based upon West Point Policy, shall be responsible for laterals running from the structures to the mains. Each party shall be responsible to maintain, operate, and inspect its respective system to insure proper function of the infrastructure and flow of the contents.
8. Fees and Charges.
 - a. West Point agrees to pay the North Davis Sewer District fees for each connection within the service area.
 - b. West Point agrees to pay to Clinton a one time payment for each residential dwelling, or equivalent, building permit issued in the service area and connecting to this system \$1,000.00.

- c. West Point agrees to pay to Clinton a service fee of \$5.70 per month for each residential unit utilizing the system; and, \$5.70 per month for the first ten thousand gallons of water used plus \$1.37 per thousand gallons of water used thereafter per month for each non-residential connection utilizing the system.
 - d. Fees may be adjusted by action of the Clinton Council with 30 days notice provided to West Point.
9. Payment. West Point will make payment of impact fees monthly for each month that a permit is issued for the service area. Payment of wheeling fees will be paid annually.
10. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

IN WITNESS WHEREOF,

the parties have signed this Interlocal Cooperation Agreement effective the day and year first above written, pursuant to authority granted by resolution duly passed and adopted by Clinton and West Point, respectively.

Approved and adopted by the Clinton City Council this _____ day of _____, 2012

CLINTON CITY
A MUNICIPAL CORPORATION

L. MITCH ADAMS, MAYOR

ATTEST:

DENNIS W. CLUFF, RECORDER

MICHAEL V. HOUTZ
CLINTON CITY ATTORNEY

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

State of Utah }
 §
County of Davis }

On the _____ day of _____, 2012, personally appeared before me L. Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

Approved and adopted by the West Point City Council this _____ day of _____, 2012.

WEST POINT CITY
A MUNICIPAL CORPORATION

ERIK CRAYTHORNE, MAYOR

ATTEST:

MISTY ROGERS, RECORDER

FELSHAW KING
WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

State of Utah }
 §
County of Davis }

On the _____ day of _____, 2012, personally appeared before me Erik Craythorne, Mayor of West Point City and Misty Rogers, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____



**ATTACHMENT 1
SERVICE AREA**

DRAWN BRD	CHECKED	EXPIRATION NUMBER
DATE AUGUST 2012	APPROVED	FILE NUMBER



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
August 21, 2012**

**ADMINISTRATIVE SESSION
6:00 pm – Council Room**

Minutes for the West Point City Administrative Session held August 21, 2012 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

MAYOR AND COUNCILMEMBERS PRESENT - Mayor Erik Craythorne, Council Member Andy Dawson, Council Member Kent Henderson, Council Member Jerry Chatterton, Council Member Roger Woodward, and Council Member Gary Petersen

PLANNING COMMISSION MEMBERS PRESENT – Rawlee Wilson, John Detamore, Brad Lee, Curtis Seeds, Jeremy Strong, and Lowell Mielke

EXCUSED – Cory Thompson

CITY EMPLOYEES PRESENT - City Manager Gary Hill, Assistant City Manager Kyle Laws, City Engineer Boyd Davis, City Planner Jeff Oyler, and City Recorder Misty Rogers

VISITORS PRESENT - none

Mayor Craythorne welcomed all in attendance, and opened the Administrative Session by turning the time over to Mr. Hill.

1. Davis COG Interlocal Agreement – Mr. Gary Hill

The Davis County Council of Governments (GOG) recently discovered in order to disburse highway corridor preservation funds they need to amend their interlocal agreement to be compliant with the statutes.

2. Joint meeting with Planning Commission to discuss General Plan Revisions – Mr. Boyd Davis/Mr. Jeff Oyler

Mr. Davis stated the Church Farm Plan or the SR-193 Corridor has been discussed in the past, and Staff has incorporated the recommendations given from both the Planning Commission as well as the City Council. Mr. Davis requested both the Planning Commission as well as City Council give their input on the proposed information. He also stated this is nothing but a general plan; it can be changed over time. Mr. Davis stated the goal of the meeting was to gain consensus for the following five specific areas within the plan.

1. Location of the Major Roadways
2. Business Park (size & location)
3. Open Space
4. Amount of Property Being Saved and Location Saved for a Commercial Area
5. Mixed Use Zone and High Density Housing

Staff asked the Planning Commission and City Council Members the following questions.

- How do you feel about the location of the major roadways?

The proposed roadways are located at 100 North and 2550 West. Mr. Davis stated that Staff placed the proposed roads where specifically designed to meet up with existing intersections. He also stated they also become natural boundaries for the different zones.

The City Council and Planning Commission agreed with the proposed roadway alignments.

- Are you comfortable with the amount of business park property being reserved?

Mr. Oyler stated a minimum of 70 acres is need for a business park. Therefore, staff proposed West Point set aside 80 acres for the purpose of a business park.

Council Member Dawson asked how many acres Ninegret plans to use for a business park in Syracuse. Mr. Hill stated Ninegret plans to use approximately 140 acres, which is larger than what West Point City is proposing to set aside.

Council Member Petersen asked staff to remember the possibility of a business wanting access to both sides of a road.

Commissioner Mielke asked if there is an advantage to having a designated area for a research park or could it be designated as mixed use. Mr. Oyler stated the importance of designating specific areas of intention, as this could help with future businesses coming to the area. Staff believes 2000 West is the most viable location for commercial use.

The City Council and Planning Commission agreed with the proposed location and amount of property set aside for a business park.

- Are you comfortable with a requirement for open space?

Mr. Davis stated in past discussions, the Planning Commission and the City Council have expressed a desire for open space to be set aside.

The Planning Commission and Council agreed there should be a requirement for open space in the General Plan.

- Are you comfortable with the amount of commercial property being shown, even if this means waiting for quite some time before it is developed? If so, is the City Council and Planning Commission comfortable removing all other uses from the zone, including housing?

Mr. Oyler stated it is vital to West Point City to preserve possible commercial property areas for development. He also stated if development other than commercial use is allowed in the proposed commercial zone, it could hinder future commercial land use.

Council Member Chatterton and Council Member Henderson stated they agree more commercial property should be set aside than less.

Council Member Chatterton and Council Member Peterson recommended extending the proposed commercial property to 100 North and the eastern border of West Point City.

Commissioner Detamore recommended having a contingent plan regarding commercial property to incorporate into the General Plan.

Council Member Petersen asked if enough property had been set aside for a “big box” store as well as smaller businesses around the property. Mr. Oyler stated staff believes there is enough property set aside for a big box store as well as for stores within the property.

Commissioner Wilson and Council Member Petersen recommended removing the housing option out of the commercial use areas.

The Planning Commission and Council Members unanimously agreed with removing the housing option out of commercial use areas and the amount of commercial property set aside.

- Are you comfortable with a mixed-use zone that allows apartments and townhouses? If so, are you comfortable with a cap on the number of apartments and townhouses?

Mayor Craythorne stated there is a significant need for apartments and townhomes for young couples, or anyone who cannot afford the purchase of a home in their current situation. He also stated there is a difference between apartments, townhomes, condos, duplexes, and four-plexes. Commissioner Detamore and Council member Dawson recommended development standards for apartments be implemented into city code.

Planning Commission and the Council Members agree West Point City should incorporate a quality development plan for apartments and townhouses within West Point City within the proposed mixed use zone.

The Planning Commission as well as the City Council agreed apartments or high density housing and other types of mixed use is necessary within West Point City's General Plan. They also agreed it is important to place a cap on the number of apartments and high density housing which could be allowed within the plan area.

Mr. Oyler asked if this question should be brought to the public in some way. Mayor Craythorne and Mr. Hill stated the General Plan process requires public hearings by state code.

Mayor Craythorne thanked the City Council, Planning Commission, and City Staff for their service in which they have provided to the General Plan, he then adjourned the administrative session.



West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
August 21, 2012

Minutes for the West Point City General Session held August 21, 2012 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

MAYOR AND COUNCILMEMBERS PRESENT - Mayor Erik Craythorne, Council Member Andy Dawson, Council Member Kent Henderson, Council Member Jerry Chatterton, Council Member Roger Woodward and Council Member Gary Petersen

PLANNING COMMISSION MEMBERS PRESENT – Rawlee Wilson, John Detamore, and Jeremy Strong

CITY EMPLOYEES PRESENT - City Manager Gary Hill, Assistant City Manager Kyle Laws, City Engineer Boyd Davis, City Planner Jeff Oyler, and City Recorder Misty Rogers

VISITORS PRESENT - Mike Heinze, Kaidon Spencer, Sam Howell, Ernie Gardner, and Calen Johnson

GENERAL SESSION

7:00 pm – Main Council Chambers

- 1. Call to Order**
- 2. Pledge of Allegiance** – repeated by all
- 3. Prayer** – Council Member Dawson
- 4. Communications and Disclosures from City Council and Mayor**

Council Member Chatterton – no comment

Council Member Dawson – The NDSD has started the bonding process for the construction for the bio-solids facility at the North Davis Sewer District.

Council Member Woodward – no comment

Council Member Petersen – no comment

Council Member Henderson – no comment

Mayor Craythorne – West Point City soccer and football season has started, currently West Point City has 8 football teams and everyone is invited to watch the games. He also thanked the West Point City Recreation Department for the programs in which it offers.

- 5. Communications from Staff** – no comment

6. Citizen Comment

Ernie Gardner (414 North 3650 West, WestPoint City UT 84015) Mr. Gardner recommended amending the firearms ordinance allowing pellet or airsoft guns within city code to allow to assist in controlling pests within the area.

7. Ordinance No. 08-21-2012 A, Amendment to Parks and Public Property code, Regulating Dogs in Parks – Mr. Kyle Laws

Ordinance No. 08-21-2012 A was discussed at the August 7, 2012 Council Meeting. The amendments made to Ordinance No. 08-21-2012 A adds language stating dogs are allowed on public property as long as they are on a leash and gives clarity to the ordinance.

Council Member Woodward motioned to adopt Ordinance 08-21-2012 A, Amendment to Parks and Public Property Code, Regulating Dogs in Parks
Council Member Henderson seconded the motion

Roll Call Vote

Council Member Henderson - yes
Council Member Petersen - yes
Council Member Woodward - yes
Council Member Dawson - yes
Council Member Chatterton – yes

The Council unanimously agreed

8. Ordinance No. 08-21-2012 B, Amendment to the Firearms Ordinance – Mr. Kyle Laws

The Firearms Ordinance was last amended in October of 2011. The proposed amendments to Ordinance no. 08-21-2012 B were discussed on August 7, 2012. The amendments to Ordinance No. 08-21-2012B would allow for slug ammunition in filling land owner deer tags, allowing for hunting dog field trials and training, and including “livestock” in the list of that section.

Council Member Woodward asked how Ordinance No. 08-21-2012 B would affect Mr. Garner’s concern. Mr. Laws stated the proposed amendments do not pertain to air soft guns, pellet guns, and bb guns these specific items have been in code for some time. Mr. Hill stated he doesn’t believe Ordinance 08-21-2012 B will negatively affect his concern, as a resident has the right to protect his property against varmints. Council Member Petersen and Council Member Chatterton recommended passing the proposed amendments to Ordinance 08-21-2012 B, and revisiting the subject of air soft guns, pellet guns, and bb guns in a timely manner.

Council Member Woodward motioned to adopt Ordinance No. 08-21-2012 B, Amendment to the Firearms Ordinance
Council Member Petersen seconded the motion

Roll Call Vote

Council Member Chatterton - yes
Council Member Dawson - yes
Council Member Woodward - yes
Council Member Petersen - yes
Council Member Henderson – yes

The Council unanimously agreed

Mayor Craythorne stated the Council should keep in mind the safety of the citizens. Council Member Chatterton

9. Ordinance No. 08-21-2012 C, Amendment to the Solid Waste Ordinance – Mr. Kyle Laws

Mr. Laws stated Ordinance No. 08-21-2012 C had been discussed during the August 7, 2012 Administrative Session. He also stated since that meeting, staff had implemented the recommendations given by council into Ordinance No. 08-21-2012 C.

Council Member Woodward motioned to adopt Ordinance 08-21-2012 C, Amendment the Solid Waste Ordinance
Council Member Peterson seconded the motion

Roll Call Vote

Council Member Henderson - yes
Council Member Petersen - yes
Council Member Woodward - yes
Council Member Dawson - yes
Council Member Chatterton – yes

The Council unanimously agreed

10. Resolution No. 08-21-2012, Adoption of Davis COG Interlocal Agreement – Mr. Gary Hill

Council Member Petersen motioned to adopt Resolution No. 08-21-2012, Davis COG Interlocal Agreement
Council Member Dawson seconded the motion

The Council unanimously agreed

11. Adoption of Minutes from the August 07, 2012 City Council Meeting – Mrs. Misty Rogers

Council Member Dawson motioned to approve minutes from the August 7, 2012 Council Meeting
Council Member Petersen seconded the motion

The Council unanimously agreed

12. Motion to adjourn

Council Member Chatterton motioned to adjourn
Council Member Henderson seconded the motion

The Council unanimously agreed.

ERIK CRAYTHORNE
MAYOR

DATE

MISTY ROGERS
CITY RECORDER

DATE