



West Point City Council Notice and Agenda

West Point City Municipal Center
3200 West 300 North
West Point City, UT 84015

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

April 16, 2013

ADMINISTRATIVE SESSION

5:30 pm – Council Room

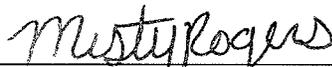
- page 5 1. Discussion of Ordinance 04-16-2013B, Consideration of 2013 Commercial Zone Development Temporary Land Use Regulations Ordinance – Mr. Boyd Davis
- page 9 2. Discussion of Amended Interlocal Agreement with Davis County for Law Enforcement Services – Mr. Kyle Laws
- page 25 3. Discussion of Animal Control Ordinance – Mr. Boyd Davis
- page 29 4. Discussion of Pay Plan Market Study – Mr. Kyle Laws
- page 31 5. Discussion of Loy Blake Park Restroom – Mr. Boyd Davis

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).
- 7. Youth Council Update
- 8. Approving the Contract and Appointment of Mr. Kyle Laws as the West Point City Manager – Mayor Craythorne
- page 43 9. Ordinance No. 04-16-2013A, Consideration of Rezone Application for the Property located at approximately 1800 W 800 N – Mr. Boyd Davis
 - a. Action
- page 5 10. Ordinance 04-16-2013B, Consideration of 2013 Commercial Zone Development Temporary Land Use Regulations Ordinance – Mr. Boyd Davis
- page 49 11. Ordinance 04-16-2013C, Consideration of Amending Section 17.10.020 of the West Point City Code, Relative to Setback Requirements on Cul-De-Sac Lots – Mr. Boyd
 - a. Public Hearing
 - b. Action
- page 25 12. Ordinance 04-16-2013D, Consideration of Amending the West Point City Animal Control Regulations – Mr. Boyd Davis)
 - a. Public Hearing
 - b. Action
- page 55 13. Award Bid For 300 North Water Line Project – Mr. Boyd Davis
- page 59 14. Consideration of Placing 800 North Church on Warranty – Mr. Boyd Davis
- page 9 15. Resolution No 04-16-2013A , Consideration of Approval of Amended Interlocal Agreement with Davis County for Law Enforcement Services – Mr. Kyle Laws
- page 61 16. Adoption of Minutes from the March 19, 2013 Council Meeting – Mrs. Misty Rogers
- 17. Motion to Adjourn

Posted and dated this April 11, 2013


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.

West Point City 2013 Calendar

January

February

March

April

- 15 Senior Lunch-11:30am
- 16 City Council-7pm
- 25 Planning Commission-7pm

May

- 2 Cemetery Cleaning
- 4 Take Pride Day
- 7 City Council-7pm
- 9 Planning Commission-7pm
- 15 Council/Staff Lunch-11:30am
- 20 Senior Lunch-11:30am
- 21 City Council-7pm
- 23 Planning Commission-7pm
- 27 Memorial Day-Office Closed

June

- 4 City Council-7pm
- 13 Planning Commission-7pm
- 17 Senior Lunch-11:30am
- 18 City Council-7pm
- 27 Planning Commission-7pm
- 29 Miss West Point Pageant RHS-7pm

July

- 2 City Council-7pm
- 4 Independence Day-Office Closed
- 4th of July activities
- 11 Planning Commission-7pm
- 15 Senior Lunch 11:30am
- 16 City Council-7pm
- 24 Pioneer Day Observed-Office Closed
- 25 Planning Commission-7pm

August

- 1 Summer Party-5pm
- 6 City Council-7pm
- 8 Planning Commission-7pm
- 16 Senior Dinner-5:30pm
- 20 City Council-7pm
- 22 Planning Commission-7pm

September

- 2 Labor Day-Office Closed
- 3 City Council-7pm
- 4 Council/Staff Lunch-11:30am
- 11-13 ULCT Annual Convention
- 12 Planning Commission-7pm
- 16 Senior Lunch-11:30
- 17 City Council-7pm
- 26 Planning Commission-7pm

October

- 1 City Council-7pm
- 3 Cemetery Cleaning
- 10 Planning Commission-7pm
- 15 City Council-7pm
- 21 Senior Lunch-11:30am
- 24 Planning Commission-7pm
- 25 Halloween Carnival-7pm

November

- 5 Election Day
- 9 Flags on Veteran's Graves YC
- 11 Veteran's Day-Office Closed
- 14 Planning Commission-7pm
- 18 Senior Lunch-11:30am
- 19 City Council-7pm
- 28-29 Thanksgiving -Office Closed

December

- 6 Christmas Party-7pm
- 2 City Hall Lighting Ceremony-6:00 pm
- 3 City Council-7pm
- 12 Planning Commission-7pm
- 16 Senior Lunch-11:30am
- 17 City Council-7pm
- 20 Cemetery Luminary-4pm
- 25-26 Christmas -Office Closed

January 2014

- 10-11 Council Retreat

TENTATIVE UPCOMING ITEMS

Date: 5/7/2013

Administrative Session

- 1. Inflatables Policy & Fee's – Mrs. Jolene Kap
- 2. Discussion of the Purchasing Policy – Mr. Kyle Laws
- 3. Discussion of Brick Rule – Mr. Boyd Davis
- 4. Budget Discussion – Mr. Kyle Laws

General Session

- 1. Youth Council Update
- 2. Budget Hearing – Mr. Kyle Laws
 - a. Public Hearing
- 3. Award Bid for 4500 West Sewer Line Project – Mr. Boyd Davis

Date: 5/21/2013

Administrative Session

- 1. Budget Discussion – Mr. Kyle Laws
- 2. Veteran's Memorial Discussion – Mr. Harry Trease

General Session

- 1. Continuation of Budget Discussion – Mr. Kyle Laws
 - a. Continuation of Public Hearing
- 2. Ordinance No 04-16-2013E, Consideration of Amending Title 3.25 of the West Point City Code, Relative to Purchasing Procedures – Mr. Kyle Laws
- 3. Resolution No 05-21-2013, Consideration of Adoption of the Inflatable Fees and Policy – Mr. Kyle Laws
- 4. Ordinance No. 05-07-2013, Consideration of Amending Section 15.15.130 of the West Point City Code, Relative to Brick Requirements on New Homes
 - a. Public Hearing
 - b. Action

Date: 6/4/2013

Administrative Session

- 1. Budget Discussion – Mr. Kyle Laws

General Session

- 1. Youth Council Update
- 2. Resolution No 06-04-2013, Consideration of Adoption of FY2014 Tentative Budget for West Point City and All Related Agencies - Mr. Kyle Laws

- a. Public Hearing
- b. Action

Date: 6/18/2013

Administrative Session

- 1. Budget Discussion – Mr. Kyle Laws

General Session

- 1. Resolution No 06-18-2013A, Consideration of Adoption of the Schedule of Fees for West Point City – Mr. Kyle Laws
- 2. Resolution No 06-18-2013B, Consideration of Adoption of the FY2013 Property Tax Rate for West Point City – Mr. Kyle Laws
 - a. Public Hearing
 - b. Action
- 3. Ordinance No 06-18-2013, Consideration of Adoption of the Revised Budget for West Point City for FY2013, a Budget for FY2014, and a Compensation Schedule for Employees and Officers of the City – Mr. Kyle Laws
 - a. Public Hearing
 - b. Action

Community Development and Renewal Agency Meeting

- 1. Resolution No R06-18-2013, Consideration of the Adoption of FY2013 Amended Budget and the FY2014 Annual Budget for West Point City – Mr. Kyle Laws
 - a. Public Hearing
 - b. Action

Date 7/2/2013

Administrative Session

General Session

- 1. Youth Council Update

Future Items

Administrative Session

General Session

City Council Staff Report

Subject: Temporary Land Use Regulation for Commercial Projects
Author: Boyd Davis
Department: Community Development
Date: April 16, 2013



Background

Recently there has been more interest in developing commercial properties in the City. Council and Staff have discussed for some time the need to update the list of allowed uses in the commercial zones in the City. Due to the fact that there is a possibility of receiving a development application before the list is updated, Staff has proposed the idea of placing temporary land use restrictions, also known as a moratorium, on commercial rezone, subdivision, and building permit applications. This would allow the City enough time to update the code before considering the applications.

Analysis

Staff has reviewed the State Code with regard to temporary land use regulations and has also consulted with the City Attorney. It appears that the City may enact by ordinance temporary land use regulations if the City makes a finding of compelling, countervailing public interest. The temporary regulation shall not exceed six months. A public hearing is not required.

Staff believes the fact that the zoning ordinance is outdated and may currently allow some uses that are not in the best interest of the residents of the City is a compelling argument that justifies a temporary restriction. This will allow the City sufficient time to review and update the ordinance.

The ordinance that is attached to this report will prohibit any application for a commercial project for six months. The restriction may be removed earlier if deemed appropriate.

Recommendation

Staff recommends that the City Council approve ordinance 04-02-2013A prohibiting applications for any commercial project for six months.

Significant Impacts

None

Attachments

Ordinance 04-16-2013B

ORDINANCE NO. 04-16-2013B

AN ORDINANCE OF THE WEST POINT CITY COUNCIL ESTABLISHING TEMPORARY REGULATIONS PERTAINING TO DEVELOPMENT WITHIN THE COMMERCIAL ZONES WITHIN WEST POINT CITY, UTAH

WHEREAS, the West Point City Council has previously adopted Title 17, Chapter 17.25.010 of the West Point City Zoning Ordinance establishing Commercial zones (NC, CC, RC) and setting forth regulations regarding the zones; and

WHEREAS, the City Council has concerns relating to the uses allowed within the zones; and

WHEREAS, the City Council finds that in order to protect the public welfare and the fiscal integrity of the City, it is necessary and essential to further review the City's Commercial zone regulations; and

WHEREAS, appropriate action must be taken to protect the City's ability to preserve the Commercial zones for appropriate uses that will be beneficial to the City and to pursue appropriate land use management and regulation approaches that ensure consistent application of its zoning ordinances; and

WHEREAS, the City staff needs time to process appropriate amendments pertaining to the existing Commercial Development Ordinance and related zoning and land use regulations and development requirements; and

WHEREAS, the City is authorized by law to enact ordinances establishing temporary land use regulations for any part or all of the City prohibiting, restricting or regulating development approvals; and

WHEREAS, the City Council finds there are compelling reasons that make it necessary to enact temporary regulations as more particularly set forth herein.

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

Section 1. Enactment. The following Ordinance is hereby enacted and adopted to read in its entirety as follows:

TITLE. This Ordinance shall take effect without codification and may be cited as the "2013 Commercial Zone Development Temporary Land Use Regulations Ordinance" of West Point City.

FINDINGS. The West Point City Council hereby finds that the health, safety, welfare and convenience of the public and the residents of West Point City will be promoted and enhanced by adopting this Ordinance imposing temporary regulations governing the processing, approval and regulation of any developments in the Commercial zones within the City. The City Council hereby finds that such restrictions are necessary and desirable to promote proper land use and development within the City and to allow for adequate study and revision of regulations and amendments protecting the fiscal integrity of the City with regard to Commercial developments.

In order to accomplish the foregoing objectives and matters related thereto, it is essential and mandatory that adequate time be provided to complete the processing of amendments to the Commercial zone regulations of the City.

TEMPORARY REGULATIONS.

a. Restrictions on Commercial Zone Development Approvals. No new applications within the Commercial zones for zoning or development of any project shall be accepted, considered or acted upon by the West Point City Planning Commission or City Council during the term of this Ordinance.

b. Term. This Ordinance shall remain in effect for six (6) months from its effective date unless earlier repealed by the City Council.

Section 2. Conflict. To the extent of any conflict between this Ordinance and any other West Point City Ordinances, Resolutions or regulations, the provisions of this Ordinance shall be controlling. This Ordinance is not intended to amend or repeal any other West Point City Ordinances, Resolutions or regulations.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. In the interest of public health, safety and welfare, this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST POINT CITY, STATE OF UTAH, ON THIS _____ DAY OF APRIL, 2013.

WEST POINT CITY

ATTEST:

Misty Rogers, City Recorder

By: _____
Erik Craythorne, Mayor

City Council Staff Report

Subject: Law Enforcement Contract/Interlocal Agreement
Author: Kyle Laws
Department: Administration
Date: April 16, 2013



Background

At our last Council Meeting on March 19th, Council approved the Interlocal Agreement with Davis County for Law Enforcement Service. Later that night, I was informed that some changes needed to be made regarding the alcohol tax.

Analysis

The amended Interlocal agreement with the County (attached) includes the following change:

Previous Language

5(A)(i) Any State liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County as part of the City's monthly payment.

New Language

5(A)(i) Any State liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available State liquor revenue funds attributable to the City.

This substitute language is due to a legal change in how the liquor tax can be used.

Recommendation

Staff recommends the Council approve Resolution No. 04-16-2013A, amending the Interlocal Cooperation Agreement with Davis County for Law Enforcement Services.

Significant Impacts

No significant impacts at this time.

Attachments

- Resolution No. 04-16-2013A
- Interlocal Cooperation Agreement For Law Enforcement Services (2013-2020)

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES (2013-2020)**

This Inter-local Cooperation Agreement is made and entered into this day by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this agreement, and WEST POINT CITY, a municipal corporation of the State of Utah, which shall be called "City" in this agreement.

This agreement is based upon the following recitals:

A. The City is a municipal corporation of the State of Utah and desires to provide police protection and law enforcement services to its citizens.

B. City has no police department, patrol cars, or law enforcement equipment and desires to provide its citizens with police protection and law enforcement services at a minimum of expense.

C. County maintains a law enforcement department through its Sheriff's Office which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary for the proper policing of the County.

D. The Sheriff has sufficient law enforcement officers on its staff that are trained, competent, and available to provide adequate police protection and law enforcement services to the City. The County is willing, through the Sheriff, to enter into this agreement for the provision of police protection and law enforcement services to the City.

E. The parties hereto are willing to enter into an agreement that the County provide such law enforcement services to City for the fees as hereinafter specified.

F. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Annotated 1953, as amended*, to enter into this interlocal cooperation agreement.

NOW, THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. **Scope of Service.**

A. Law enforcement functions performed by the Sheriff or his deputies within the City which are of a general nature and normally within the legal duties of the Sheriff or as provided by Statute such as the serving of notices and warrants, shall not be charged to the City as services performed pursuant to the provisions of this agreement.

i. City shall not be charged with services performed by the County while the County is in the performance of its regular duties in assisting the Highway Patrol in accident investigations, paramedic service or other services which the County performs in its ordinary course of business or for which the County may receive reimbursement from insurance carriers or private parties as a result of the County providing medical care or ambulance service.

B. The County shall provide law enforcement services to the City with the hours of service subject to the following:

i. The County shall provide to the City 3.09 (three point zero nine) hours per day of law enforcement services. Said hours of service shall be provided at various times during each twenty-four (24) hour period.

ii. The law enforcement hours shall include, but not be limited to, time

incurred for traffic enforcement, preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs.

iii. The number of hours set forth in this paragraph may be renegotiated upon the giving of sixty (60) days written notice by the party initiating the request to the other party.

iv. Court appearances by County law enforcement officers shall not be included in the 3.09 (three point zero nine) hours per day. However, the City shall pay the witness fee required for each court appearance in the amount set by District court per court appearance in addition to the other considerations provided for in this agreement.

v. As personnel and resources and time permit, the County shall provide additional law enforcement services in excess of the 3.09 (three point zero nine) hours upon the specific request of the City Manager or his designee.

2. Law Enforcement Officers.

A. Full-time, sworn peace officers from the County shall perform all law enforcement functions as presently set forth in the requirements of Utah State statutes and the City's ordinances and shall enforce ordinances of the City in the same manner as such matters would be handled if the officers were directly employed by the City.

B. Peace officers from the County shall be employees of the County and shall not be deemed as employees of the City.

3. Equipment.

The County shall, as part of the services to be provided under this agreement, provide to the City the necessary equipment for the Sheriff's personnel providing the law enforcement

services which are the subject of this agreement, including necessary vehicles and other law enforcement facilities as are needed in the performance of the law enforcement services contemplated by this agreement.

4. Violations, Citations, and Court Appearances.

A. Offenses which could be charged as violations of either State law or the ordinances of the City shall be charged as violations of City ordinances. All such violations shall be filed with the Davis County Justice Court.

B. Whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed for the County Justice Court.

C. If the offender is a juvenile, whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed in the County Justice Court; except those areas specifically reserved for the Juvenile Court, such as DUI's involving juveniles.

D. If charges for criminal offenses are not filed in the County Justice Court and such charges should properly have been filed in that court, the City shall inform the County of the failure to properly file. Upon receipt of such notice, the County shall take all necessary and appropriate action to remedy this failure and to prevent future failures of a similar nature. In order to monitor this matter, the City shall be entitled upon reasonable notice to audit the records of the Sheriff's Office for the purpose of determining that criminal charges and citations are being filed in the proper court.

E. The County shall be responsible to assure that its officers and employees who are

witnesses appear at all court proceedings if proper notice has been received for such proceedings.

F. If an officer or employee who has received notice of a proceeding before the County Justice Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee.

G. If an officer or employee of the County should not be able to attend a court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the County Justice Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

5. **Consideration.**

A. The City shall pay the County for the law enforcement services which are the subject of this agreement a yearly fee of Seventy seven Thousand six hundred eleven and 43/100 Dollars (\$77,611.43) for the term of this agreement. This amount is based on a rate representing the average between the County's current salary rates for patrol officers/detectives and an equipment charge. The fee is further based on 3.09 (three point zero nine) hours of law enforcement services being provided hereunder for each twenty-four (24) hour period during the term of this agreement. The annual fee shall be payable on or before the last day of the Calendar Year during the effective term of this Agreement

i. Any State liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that

would exceed available State liquor revenue funds attributable to the City.

ii. In the event the County provides law enforcement under this agreement in excess of the 3.09 (three point zero nine) hours per day, upon the request of the City Manager, the City shall pay to the County an amount equivalent to the rate described in this Agreement times the hours of service provided

iii. The foregoing rates shall be increased every July based upon the cost of living adjustment (COLA) as determined by Davis County. A letter will be mailed to the City with the new COLA rates every subsequent year.

6. Narcotic Strike Force.

Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

7. Warrants.

A. Administration of City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

B. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

C. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

D. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

8. Administration of Agreement.

There is no separate legal entity created by this agreement and to the extent that this agreement requires administration, other than as set forth herein, the agreement shall be administered by the governing bodies of each of the parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement unless this agreement has been amended to authorize such acquisition.

9. Liabilities and Indemnification.

A. All privileges and immunities from liability which are ordinarily available to City peace officers shall apply to the Sheriff and his deputies while performing law enforcement functions under this agreement.

B. County agrees and promises to indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the County and/or its officers, agents, officials, members, employees, or volunteers.

C. City agrees and promises to indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability,

costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the City and/or its officers, agents, officials, members, employees, and volunteers.

10. Reports.

A. Monthly reports shall be prepared and submitted by the County to the City describing such matters as the number of calls for service, violations of City ordinances, hours spent in the performance of law enforcement services within the City, or any other information as may be requested by the City Manager or the City Council.

B. The reports shall be submitted to the City Manager. If requested, the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and law enforcement issues.

11. Governmental Immunity Act

Because both parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code Ann., Section 63G-7-101 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

12. No Separate Entity

This agreement does not create any separate legal or administrative entity for the purpose

of implementing or administering the terms and conditions of this agreement.

13. Property

No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

14. Relief of Obligation

This agreement does not in any way relieve either party of any obligation or responsibility imposed upon it by law.

15. Term.

A. This agreement shall be in effect for a period of seven (7) years beginning on July 1, 2013 and ending on June 30, 2020, unless terminated earlier in accordance with this Agreement.

B. In no event shall the term of this agreement exceed fifty (50) years.

16. Termination.

A. Either party may terminate this agreement, with or without cause, upon giving sixty (60) days written notice of the termination to the other party.

B. If this agreement is terminated prior to the end of the period for which the City has paid in advance as provided in this Agreement, the County shall refund the unused portion of the paid fee prorated from the effective date of the termination to the end of the paid period.

17. Authorization.

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement

on behalf of the parties.

18. Review by Authorized Attorney

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

19. Governmental Approval, Execution, and Resolutions

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval but only if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

20. Amendments

This agreement may be amended at any time but only by the written agreement of the parties.

21. Severability

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

22. Third Party Beneficiaries

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: _____
John Petroff, Jr., Chair
Davis County Board of County Commissioners

Dated: _____, 2013

ATTEST:

Steve S. Rawlings
Davis County Clerk/Auditor

DAVIS COUNTY SHERIFF:

By: _____
Todd M. Richardson
Davis County Sheriff

Dated: _____, 2013

WEST POINT CITY

By _____
Mayor

Dated _____, 2013

ATTEST:

West Point City Recorder

Reviewed and found to be in proper form and compliance with applicable law

Neal Geddes
Deputy Davis County Attorney

Reviewed and found to be in proper form and compliance with applicable law

West Point City Attorney

RESOLUTION NO. 04-16-2013A

A RESOLUTION AMENDING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR LAW ENFORCEMENT 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 law enforcement services through the Davis County Sheriff’s Office under the direction of the Davis County Sheriff and employees as provided and described in Utah State Code 53-13-103, Utah Code Annotated;

WHEREAS, the City desires to continue contracting said services from Davis County for the period of July 1, 2013 to June 30, 2020; and

WHEREAS, both the City and Davis County are willing to enter into an agreement that the County provide law enforcement services to City pursuant to the Utah Interlocal Cooperation Act (Chapter 13, Title 11, UCA 1953, as amended);

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS: The West Point City Council affirms that the Mayor is authorized to sign an Interlocal Agreement with Davis County, State of Utah in order to provide law enforcement services to a service area in West Point City.

PASSED AND ADOPTED this 16th day of April, 2013.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Misty Rogers, City Recorder

City Council Staff Report

Subject: Animal Control Ordinance Amendment

Author: Boyd Davis

Department: Community Development

Date: April 16, 2013



Background

It was recently brought to our attention that Davis County Animal Control is unable to enforce the West Point City Code regarding the number of allowed farm animals. This is due to a technicality wherein the regulations regarding farm animal numbers are contained in the “Zoning” code rather than the “Animal Care and Control” code. According to our contract they can only enforce the sections of our code contained in the “Animal Care and Control” section. The County has told us that they are happy to enforce the animal numbers as long as the code is updated.

Analysis

The Davis County Attorney has given us the exact language that they would like to see in our code. This language has been reviewed by Staff and the City Attorney and found acceptable.

2.65.030 Keeping regulations – Numbers allowed.

- A. Household pets must be kept in pens, or otherwise secured, unless housed within the dwelling unit.
- B. No more than five cats shall be kept. Cats do not need a license.
- C. No more than two dogs shall be kept, except with a kennel license.
- D. There shall be no more than six other small household pets, including but not limited to hamsters, guinea pigs, parakeets, canaries, etc.
- E. Said animals shall be for family use and not raised for commercial purposes.
- F. ~~For regulations concerning farm animals or dog kennels, see WPCC Title 17, Zoning, [Ord. 02-21-2012 § 2].~~ Sections 17.10.020 and 17.40.020, which include a definition of a dog kennel and sets forth the quantity of animals allowed on certain properties within the City respectively, are incorporated herein and shall be included as part of the animal care and control ordinances of the City.

Recommendation

Staff recommends that the City Council approve ordinance 04-02-2013C amending the Animal Care and Control section of the City Code.

Significant Impacts

None

Attachments

Ordinance 04-16-2013D

ORDINANCE NO. 04-16-2013D
AN ORDINANCE AMENDING WEST POINT
CITY CODE SECTION 2.65 ANIMAL CARE
AND CONTROL

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has determined to amend Section 2.65; and

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

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

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

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

Section One: **Repeal of Existing Section**

The existing section 2.65.030 of the West Point City Code is hereby repealed.

Section Two: **Adoption of New Provisions**

Section 2.65.030 of the West Point City Code is adopted to read as follows:

2.65.030 Keeping regulations – Numbers allowed.

- A. Household pets must be kept in pens, or otherwise secured, unless housed within the dwelling unit.
- B. No more than five cats shall be kept. Cats do not need a license.
- C. No more than two dogs shall be kept, except with a kennel license.
- D. There shall be no more than six other small household pets, including but not limited to hamsters, guinea pigs, parakeets, canaries, etc.
- E. Said animals shall be for family use and not raised for commercial purposes.
- F. ~~For regulations concerning farm animals or dog kennels, see WPGC Title 17, Zoning. [Ord. 02-21-2012 § 2].~~ **Sections 17.10.020 and 17.40.020, which include a definition of a dog kennel and sets forth the quantity of animals allowed on certain properties within the City respectively, are**

incorporated herein and shall be included as part of the animal care and control ordinances of the City.

Section Three: ORDINANCES TO CONFORM WITH AMENDMENTS

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

Section Four: Severability

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

Section Five: Effective Date

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

DATED this ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____

Erik Craythorne

Mayor

ATTEST:

Misty Rogers

City Recorder

City Council Staff Report

Subject: Pay Plan Market Study
Author: Kyle Laws
Department: Administration
Date: April 16, 2013



Background

As you are all aware, a pay plan process has been established which involves a two-year rotation. One year we conduct a market study to see where our positions fall compared to a benchmark of cities. The next year we make a standard 2% market adjustment to all positions. In either case, the adjustment is made to the position; however, an employee must have a positive performance review in order to receive an increase to their pay.

This year we have been working on the study and have compared our positions against the benchmark cities. A pay plan committee was organized and they reviewed our job descriptions and matched them to the job descriptions in the survey database. Once those job descriptions were matched, we ran the comparison using Wasatch Compensation Group to see how we compare to the cities we are benchmarking with. The analysis section will explain the results of the study, with more detail coming at the City Council meeting.

There are pros and cons to the process we have and as we move forward we hope to improve the process to make it even better than it is now.

Analysis

We are a member of Wasatch Compensation Group, which includes many other cities in Utah. Each year, cities will update their compensation information so we all have updated information to work with.

Upon running the data we discovered that nearly every position was below market to some degree. Most were within 10% of the market number while only four positions were more than 10% below market, with the highest being 24% below market.

We quickly realized it would be too expensive to bring all positions to market. Instead, we propose moving all positions a maximum of 5% and if they are more than 10% below market we propose moving the position 8% in an attempt to get them closer to the market level. In addition to these adjustments, we also propose budgeting at the top of the range the few remaining positions that have not been funded at that level before.

The total cost of this proposal is \$51,935. Of that, \$33,070 is supported by the General Fund, while the remaining \$18,865 is shared among the Enterprise Funds. Barring any radical change to our insurance renewals, this proposal can be supported by the budget.

These adjustments would be consistent with the City's pay philosophy, which is that compensation for employee positions should be competitive with cities in our market.

Recommendation

No Action is required at this time, however Staff would like direction on the proposal outlined above so we can include this in our budget projections and the upcoming budget discussions.

Significant Impacts

No significant impacts at this time.

Attachments

None.

City Council Staff Report

Subject: Loy Blake Park Restroom
Author: Boyd Davis
Department: Community Development
Date: April 16, 2013



Background

Staff has been working on the design of a new restroom for the Loy Blake Park to replace the outdated restroom on the north side of the park. Staff would like to present a couple of different design options and get the Council's input before moving forward.

Analysis

Option 1 – 8 stalls, 4 sinks - \$167,000

The first option is a restroom modeled after one in Riverdale City. Staff visited this location last year and quickly realized that it was one of the better designed restrooms in the area. A picture of the restroom is attached. Some of the desirable features include:

- Atlas Brick (large structural brick)
- Stainless steel fixtures
- Epoxy coated floor
- Graffiti Guard seal coat on brick
- Vandal resistant partition doors
- Similar size and shape to the existing restroom
- Storage room
- Sprinkler control room
- Metal roof
- 18X28 storage room

Staff contracted with Bott Pantone Architects to design the restroom for a cost of \$8,000. It is 80% complete and has an estimate of \$167,000. The price could be reduced to \$151,000 if the metal roof is replaced with shingles and the brick is replaced with block.

Option 2 – 6 family stalls, 6 sinks - \$130,000 (no storage)

The second option is modeled after a restroom in St. George that utilizes a “family restroom” concept that is growing in popularity. This concept uses several unisex bathrooms that have individual locking doors. This provides privacy for a family while also allowing the stalls to be used by individuals. The estimate for this type of restroom with 6 stalls is \$130,000. However, this does not include the storage area that is part of option 1. A separate storage facility would need to be built at a separate location in the park. All of the features of option 1 could be incorporated into option 2, with exception of the storage room.

Recommendation

No action required, however, staff would like direction from the Council regarding which option you would like.

Significant Impacts

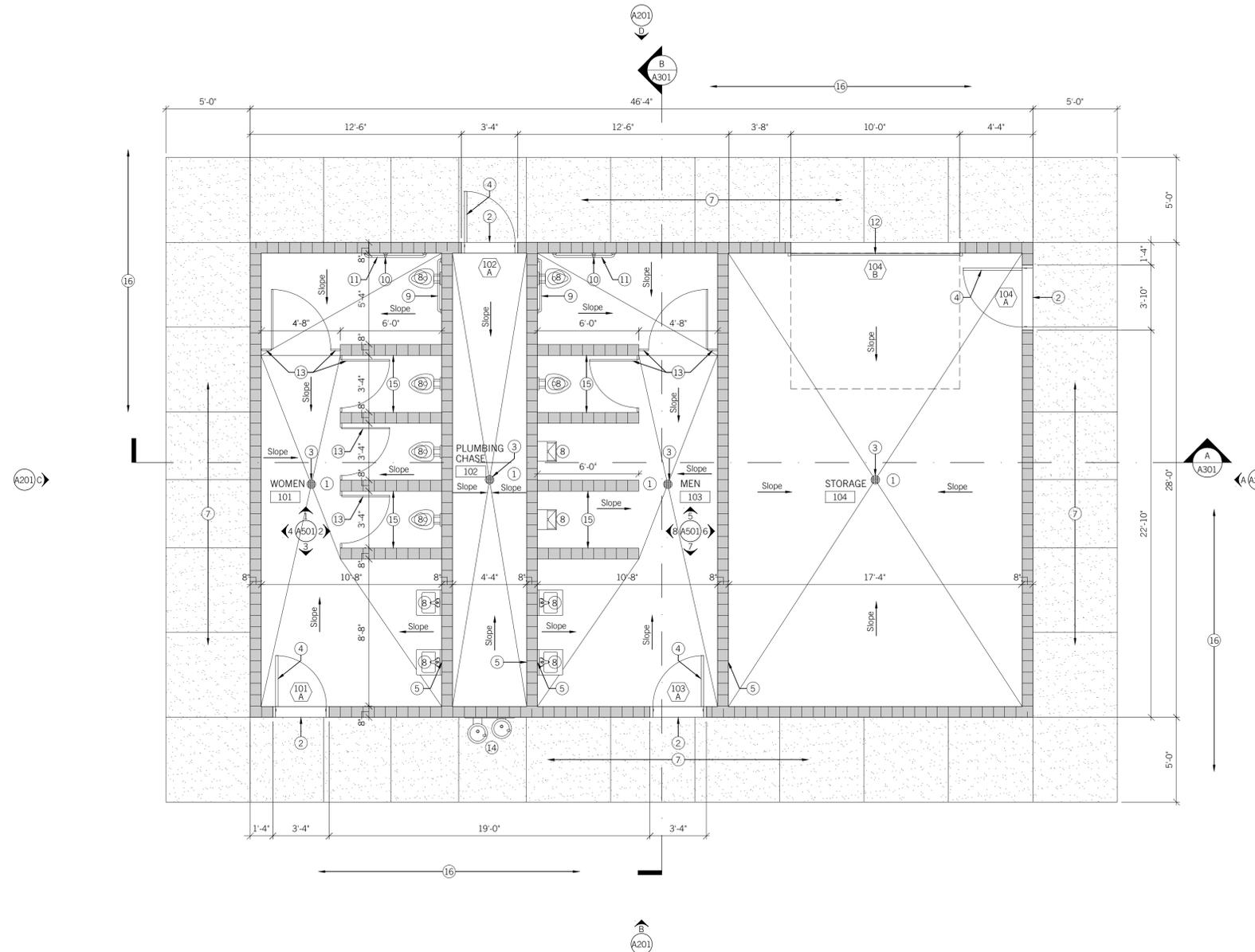
Due to time constraints the restroom will not be constructed in time for the Fourth of July Celebration.

Attachments

Restroom designs

OPTION 1





FLOOR PLAN GENERAL NOTES:

- A. Field verify all existing conditions and dimensions.
- B. All dimensions are to the face of masonry or concrete.
- C. Apply graffiti-resistant, water repellent full height on all interior and exterior masonry walls.
- D. Re-sheet S101 for information regarding foundation and roof framing.

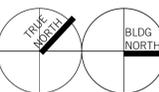
FLOOR PLAN KEYED NOTES: (Ⓢ)

1. 4" concrete slab over 4" gravel base. Slope to floor drains as shown. Provide epoxy paint finish on slab and up foundation wall. Provide covered base at intersection of slab and foundation.
2. Metal threshold - re: /---
3. Floor drain - re: plumbing, sheet P101.
4. Hollow metal door and frame. Paint both sides - re: door schedule, sheet A401.
5. Hose bib - re: plumbing, sheet P101.
6. Electrical meter and panel - re: electrical, sheet E101.
7. 4" thick concrete pad on 4" gravel base. Slope 1/4" per foot away from building.
8. Plumbing fixture - re: plumbing.
9. 36" long grab bar - re: mounting heights, /---
10. 42" long grab bar - re: mounting heights, /---
11. 18" vertical grab bar - re: mounting heights, /---
12. Overhead sectional door - re: door schedule, sheet A401.
13. Solid phenolic partition and door.
14. Hi-lo drinking fountain - re: plumbing, sheet P101.
15. 7'-0" high atlas brick wall - re: /--- for concrete cap at top.
16. Provide new sod to match existing where demolition work has occurred to slope away from new site concrete as necessary. Patch and repair existing sprinkling system as required.

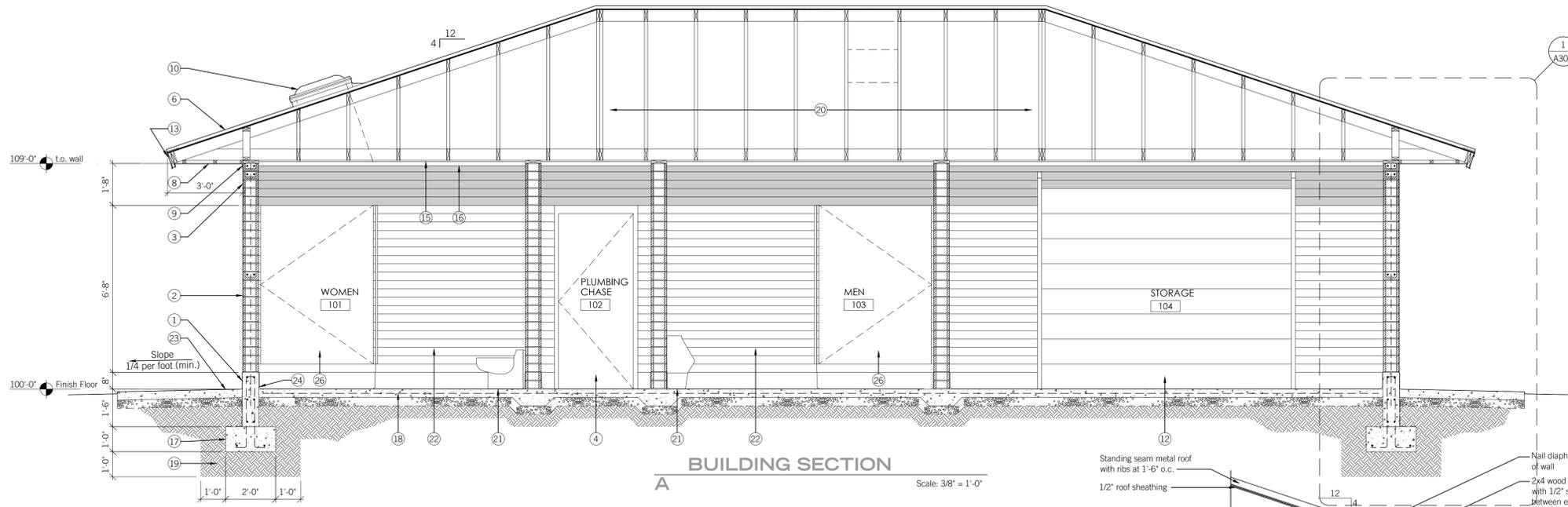
FLOOR PLAN

1/4" = 1'-0"
 00.00.13
 Project Number: **1306**

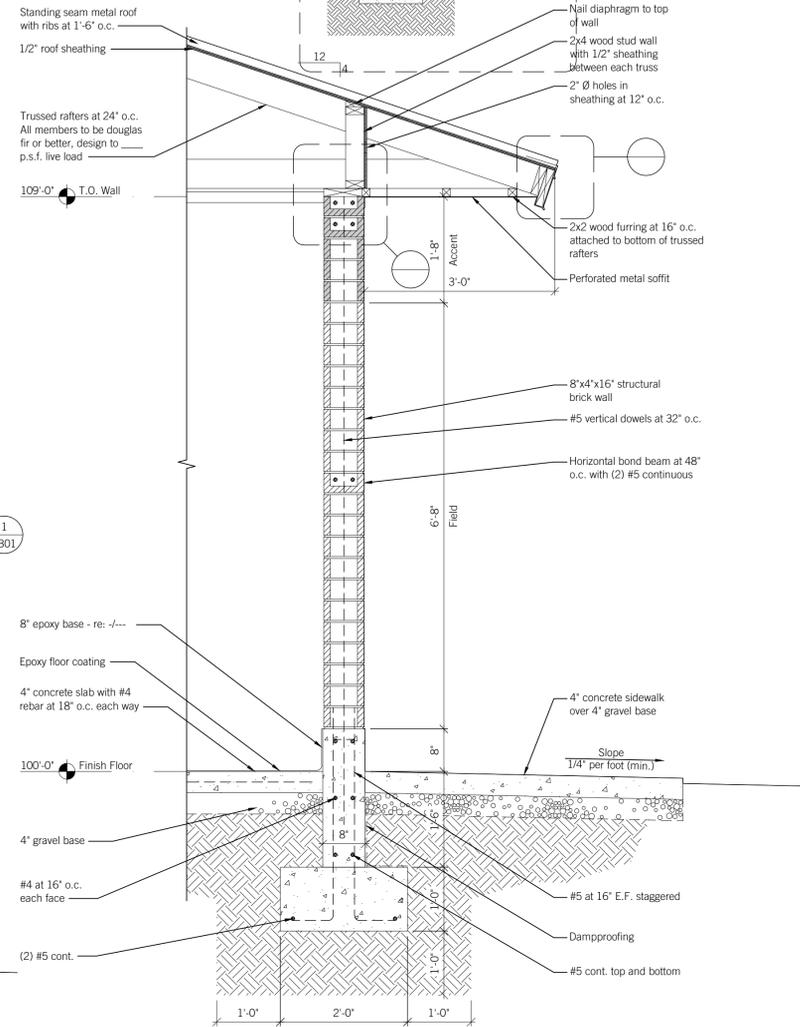
WEST POINT
 PARK RESTROOMS
 3500 WEST 550 NORTH
 WEST POINT, UTAH



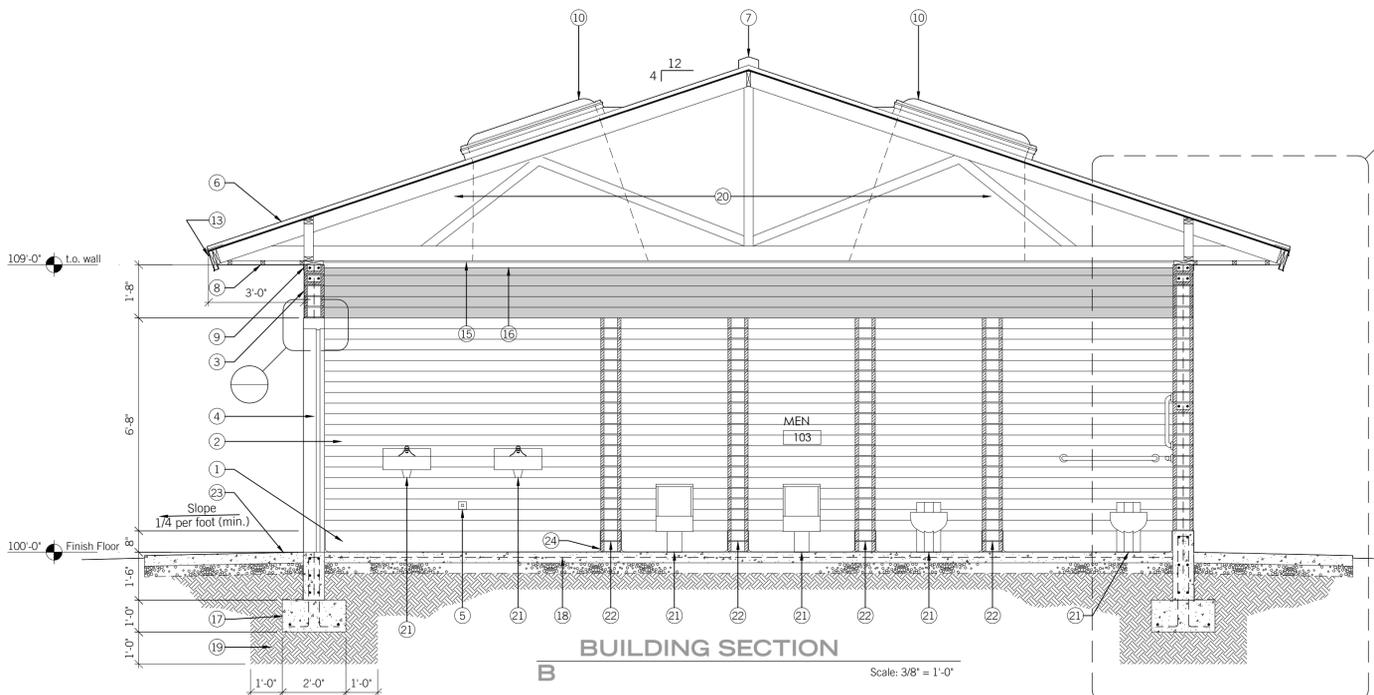
A101



BUILDING SECTION A
 Scale: 3/8" = 1'-0"



WALL SECTION 1
 Scale: 3/4" = 1'-0"



BUILDING SECTION B
 Scale: 3/8" = 1'-0"

GENERAL NOTES:
 A. Field verify all conditions and dimensions.

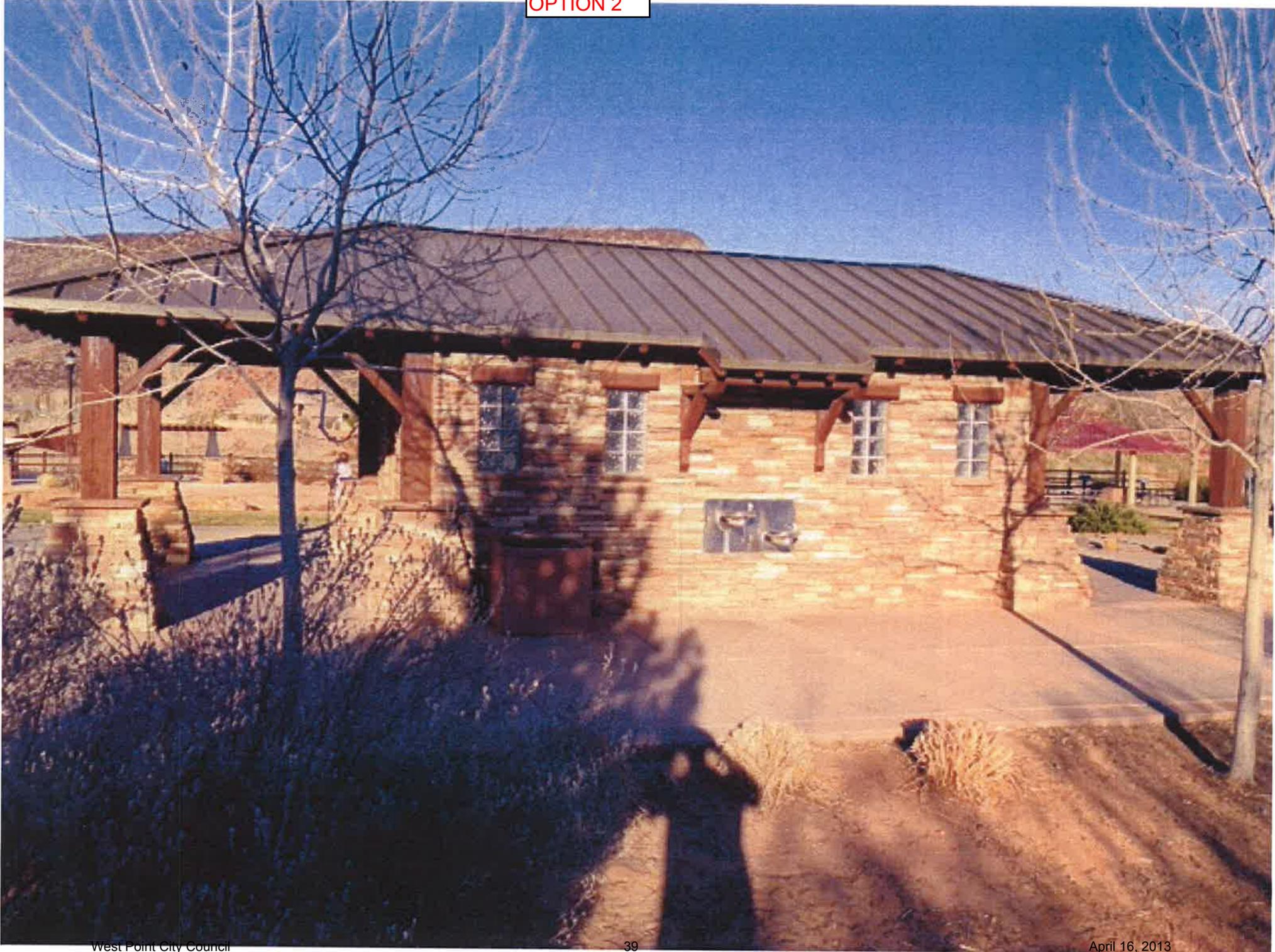
- KEYED NOTES: #**
1. Extend concrete foundation wall 8" above finish floor line.
 2. 8" structural brick, field color.
 3. 8" structural brick, accent color.
 4. Hollow metal door and frame - re: door schedule, sheet A401.
 5. Hose bib - re: plumbing, sheet P101.
 6. Standing seam metal roof with ribs spaced at 1'-6" o.c.
 7. Standing seam ridge vent - re: /-/-.
 8. Perforated metal soffit over 2x2 furring at 16" o.c.
 9. metal fascia and drip edge - re: /-/-.
 10. 2'-0" x 4'-0" skylight with cricket on uphill side - re: /-/-.
 11. Wall vent with insect screen - re: mechanical, sheet M101.
 12. Overhead sectional door - re: door schedule, sheet A401.
 13. Metal flashing - re: /-/-.
 14. Hi-lo drinking fountain - re: plumbing, sheet P101.
 15. 5/8" gypsum board fastened to trussed rafters, epoxy paint.
 16. Wood trim - re: /-/-, paint.
 17. Concrete footing and foundation - re: 1/A301 for notes.
 18. 4" concrete slab with #4 rebar at 18" o.c. each way over 4" gravel base.
 19. Compacted structural fill.
 20. Trussed rafters at 2'-0" o.c.
 21. Plumbing fixture - re: plumbing, sheet P101.
 22. 7'-4" high structural brick wall. Grout top row to match brick color.
 23. 4" thick concrete sidewalk over 4" gravel base. Slope 1/4" per foot away from building.
 24. Provide 8" epoxy coated base - re: /-/-.
 25. Provide epoxy coating over floor slab.
 26. Solid phenolic partition door.

BUILDING SECTIONS

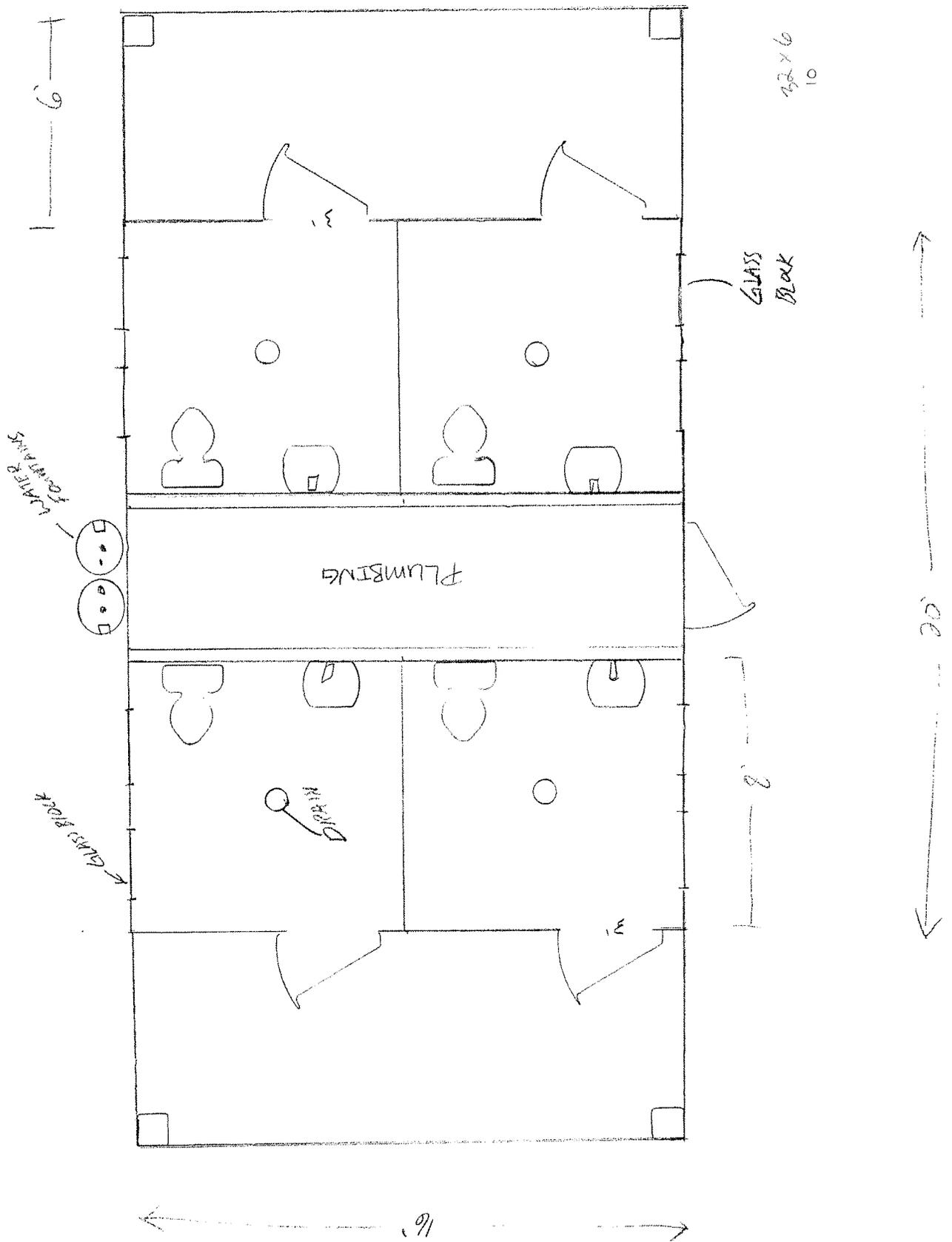
3/8" = 1'-0"
 00.00.13
 Project Number: 1306

WEST POINT
 PARK RESTROOMS
 3500 WEST 550 NORTH
 WEST POINT, UTAH

A301



OPTION 2



City Council Staff Report



Subject: Rezone Heslop Property, (approx. 1800 W 800N)

Author: Jeff Oyler/Boyd Davis

Department: Community Development

Date: April 16, 2013

Background

Castle Creek Homes has a contract to purchase 10 acres of property owned by Floyd Heslop. The property is currently zoned R-2 and A-40. The applicant is requesting rezoning the property to R-3 residential for the purpose of developing single family homes. The property is located at approximately 800 North 1800 West. They have submitted a conceptual layout for a subdivision.

Analysis

There is roughly 20 acres at the corner of 800 North and 2000 West that is master planned as C-C commercial. The Heslop property falls into the C-C master planned area. The applicant is holding 2.7 acres out of the rezone request in an effort to preserve that area for future commercial uses. This area is indicated on the map as a remainder parcel. The applicant believes that both residential and commercial uses are viable on this property.

Although the rezone request was approved by the Planning Commission, Staff is recommending that the City Council deny the request for the following reasons:

1. To preserve the integrity of the general plan.
2. To preserve the limited commercial opportunities that exist in the City.
3. To be consistent with the philosophy that the commercial property should be developed before other uses are considered.

If the Council chooses to deny the rezone request, it may be appropriate to state the reasons as part of the motion.

Recommendation

Staff recommends that a ordinance 03-19-2013B be denied.

Significant Impacts

If approved, this would limit the commercial development opportunities in the City which directly contributes to the sales tax base.

Attachments

Map of property

Ordinance 04-16-2013A



Lot 2 - Heslop Subdivision

West Point City, Davis County, Utah
45

West Point City Council

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 4155 S. HARRISON BLVD., EXECUTIVE BLDG. #310, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-associates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
ARCHITECTS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

Lot 2 - Heslop Subdivision
PART OF THE SW 1/4 OF SECTION 34, T.5N., R. 2W., S.L.B. & M., U.S. SURVEY
WEST POINT CITY, DAVIS COUNTY, UTAH

Sketch Plan

Preliminary
INFORMATION CONTAINED HEREIN HAS NOT BEEN FINAL CHECKED. IT IS PROVIDED AT THIS TIME FOR PRELIMINARY REVIEW ONLY AND THE DATA SHOWN HEREON SHOULD NOT BE RELIED UPON FOR FINAL APPROVAL, DOCUMENTATION, DESIGN, AND/OR CONSTRUCTION.

Project Info.
Engineer: N. Reeve
Designer: C. Cove
Begin Date: OCTOBER 30, 2012
Name: HESLOP SUBDIVISION
Number: 3784-46

ORDINANCE NO. 04-16-2013A

**AN ORDINANCE REZONING A CERTAIN
PORTION OF WEST POINT CITY FROM
A-40 & R-2 to R-3.**

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

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

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

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

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

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the hereinafter described real property from a West Point City A-40 & R-2 zones and placing the same in a West Point City R-3 zone.

Parcel No. 1:

A PORTION OF LOT 2 OF THE C. HESLOP SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, T. 5N., R. 2W., S.L.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES S00°06'55"W ALONG THE SECTION LINE 497.50 FEET AND S89°54'35"E 533.97 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34 AND RUNNING THENCE S89°54'35"E 360.94 FEET; THENCE N00°06'55"E 464.53 FEET TO THE SOUTH RIGHT-OF-WAY OF 800 NORTH STREET; THENCE S89°54'43"E ALONG SAID RIGHT-OF-WAY 437.79 FEET; THENCE S00°06'55"W 757.75 FEET; THENCE N89°54'35"W 798.73 FEET; THENCE N00°06'55"E 293.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 437,560 SQUARE FEET AND 10.05 ACRES

Section Two:

ORDINANCES TO CONFORM WITH AMENDMENTS

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

[SEAL]

VOTING:

<u>Jerry Chatterton</u>	Yea ___ Nay ___
<u>Andy Dawson</u>	Yea ___ Nay ___
<u>Kent Henderson</u>	Yea ___ Nay ___
<u>Gary L. Petersen</u>	Yea ___ Nay ___
<u>Roger Woodward</u>	Yea ___ Nay ___

ATTEST:

Misty Rogers
City Recorder

City Council Staff Report

Subject: Setback Requirements for Cul-De-Sac Lots
Author: Boyd Davis
Department: Community Development
Date: April 16, 2013



Background

We have recently had some inquiries about the City Code regarding the setback requirements in cul-de-sac lots or irregular shaped lots. This prompted a discussion amongst the staff and we determined that the code is not clear and is subject to varied interpretations. Staff recommends that the code be updated and clarified.

Analysis

In reality, the code does not address irregular shaped lots at all. As staff, we have simply tried our best to apply the setback requirements of standard lots to the irregular lots, which, as stated, has been subject to varied interpretation. Reviewing this code has given us an opportunity to explore several options and to consider a method that will provide greater flexibility and allow larger sized homes to fit on cul-de-sac lots without compromising the intent of the setbacks.

We reviewed the ordinances from several other cities and found most to be very confusing and difficult to enforce. However, we did find some that allow the rear yard setback to be an average setback from each corner of the back of the house. We believe this is a good method, but that it can be stated more simply as allowing one corner of the house to go closer to rear lot line than the other. An example of this is shown in the attached drawing.

By allowing one corner of the lot to come closer to the lot line a reasonable sized house can be fit on a cul-de-sac lot without rotating the house out of square with the street. It is common, under the current code, to rotate the house in order to fit a larger sized home, but it can result in a home that is skewed with respect to the street. Staff believes the proposed method will encourage builders to keep the home square to the street. Staff also believes that the proposed method does not encroach on the setbacks of adjacent lots. Although one corner of the house may be closer to the neighboring house the average rear yard will still be adequate. The setback of the corner can be compared to a sideyard setback, which is even smaller than what is being proposed for the corner setback.

Staff has reviewed this proposal with the Planning Commission and the following language was approved by the Commission:

17.10.020 Definitions

“Yard, rear” means an open space between a building and the rear lot line, unoccupied and unobstructed from the ground upward and extending across the full width of the lot, except as specified elsewhere in this title.

“Yard, rear, depth” means the shortest distance, measured horizontally, between any part of a main building foundation, other than parts hereinafter excepted, and the rear lot line. **On cul-de-sac or five (5) sided lots, the required minimum rear yard depth may be reduced to fifteen (15) feet measured from any point of a building foundation to the nearest point of a lot line. Only one corner of a home may project into a required rear yard space.**

Two questions were raised at the last council meeting. First was if there is existing language about cul-de-sac lot setbacks that needs to be deleted. Staff reviewed the code and did not find any such language.

The second question was if a definition for side lot line and rear lot lines needs to be added to the code. Staff recommends the following language be added:

“Front lot line” means the boundary of a lot that coincides with the right-of-way line of the street on which the lot has frontage. **There is only one front lot line.**

“Side lot line” means the boundary of a lot that is connected to the front lot line. **Each lot has two side lot lines.**

“Rear lot line” is any line that is not part of a front or side lot line.

Recommendation

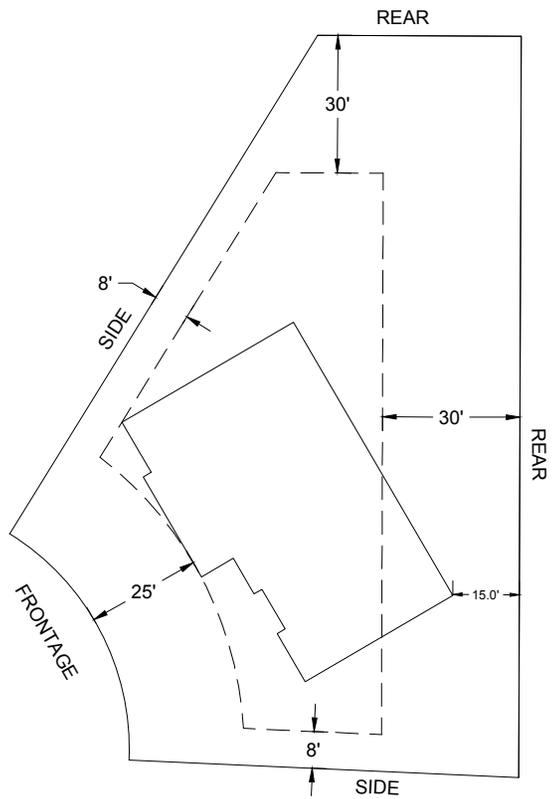
Staff recommends that the Council approve ordinance 04-16-2013C establishing set back requirements for cul-de-sac lots

Significant Impacts

None

Attachments

Drawing
Ordinance 04-16-2013C



ORDINANCE NO. 04-16-2013C

**AN ORDINANCE AMENDING WEST POINT
CITY CODE SECTION 17.10.020 MODIFYING
ZONING ORDINANCE**

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has determined to amend Section 17.10.020; and

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

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

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

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

Section One: Repeal of Existing Section

The existing Section 17.10.020, Definitions, “Yard, rear, depth” and “Front lot line” of the West Point City Code is hereby repealed.

Section Two: Adoption of New Provisions

Section 17.10.020, Definitions, of the West Point City Code is adopted to read as follows:

17.10.020 Definitions

“Yard, rear, depth” means the shortest distance, measured horizontally, between any part of a main building foundation, other than parts hereinafter excepted, and the rear lot line. **On cul-de-sac or five (5) sided lots, the required minimum rear yard depth may be reduced to fifteen (15) feet measured from any point of a building foundation to the nearest point of a lot line. Only one corner of a home may project into a required rear yard space.**

“Front lot line” means the boundary of a lot that coincides with the right-of-way line of the street on which the lot has frontage. **There is only one front lot line.**

“Side lot line” means the boundary of a lot that is connected to the front lot line. **Each lot has two side lot lines.**

“Rear lot line” is any line that is not part of a front or side lot line.

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

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

Section Four: **Severability**

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

Section Five: **Effective Date**

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law. Those subdivisions that have applied for and paid the fees for final approval prior to the effective date shall be exempt from the new requirements of this ordinance.

DATED this ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

ATTEST:

Misty Rogers
City Recorder

City Council Staff Report



Subject: 300 North 3" Water Line Abandonment
Bid Award

Author: Boyd Davis

Department: Community Development

Date: April 16, 2013

Background

The existing 3 inch water line running the north side of 300 North from the well house to 1500 West needs to be abandoned. The line is 50+ years old and in poor condition. It is difficult, sometimes impossible, to find repair parts for this pipe and it does not meet current codes. The current budget includes \$100,000 to abandon the 3 inch line and connect the homes to the newer 10 inch line on the south side of the road.

Analysis

Bids were opened March 19th and only one bid was received. The contractor does appear to be qualified and the City will be protected with a performance bond, payment bond, and insurance. Staff recommends the contract be awarded to Braker Construction for \$48,710.

Project details

Budget: \$100,000

Engineers Estimate: \$54,000

Bid: \$48,710

Recommendation

Staff recommends that the bid for the 300 North 3 inch Waterline Abandonment Project be awarded to Braker Construction, LLC. for \$48,710.00.

Significant Impacts

None

Attachments

Bid Tabulation



300 NORTH 3" WATERLINE ABANDONMENT

300 NORTH 3" WATERLINE ABANDONMENT				Engineer's Estimate		Braker Construction LLC		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	MOBILIZATION	1	LS	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	
2	CULINARY WATER SERVICE LATERAL CONNECTION	10	EA	\$2,000.00	\$20,000.00	\$1,850.00	\$18,500.00	
3	REMOVE VALVE AND CAP 3" WATERLINE	1	EA	\$700.00	\$700.00	\$350.00	\$350.00	
4	REMOVE EX FIRE HYDRANT	1	EA	\$700.00	\$700.00	\$650.00	\$650.00	
5	INSTALL FIRE HYDRANT ASSEMBLY	1	EA	\$5,000.00	\$5,000.00	\$5,050.00	\$5,050.00	
6	TRENCH BACKFILL (100% IMPORT)	100	TON	\$10.00	\$1,000.00	\$12.00	\$1,200.00	
7	GRANULAR BORROW	50	TON	\$14.00	\$700.00	\$12.00	\$600.00	
8	UNTREATED BASE COURSE	20	TON	\$20.00	\$400.00	\$14.00	\$280.00	
9	ASPHALT PATCH - 6" DEPTH	200	SF	\$5.00	\$1,000.00	\$8.40	\$1,680.00	
10	CHIP SEAL (TYPE II)	2,800	SY	\$3.00	\$8,400.00	\$5.50	\$15,400.00	
11	LANDSCAPE REPAIR	1	LS	\$3,000.00	\$3,000.00	\$100.00	\$100.00	
12	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	\$2,300.00	\$2,300.00	
13	IMPLEMENT AND MAINTAIN SWPPP	1	LS	\$500.00	\$500.00	\$200.00	\$200.00	
					10% Contingency	\$4,940.00		
					TOTAL	\$54,340.00	TOTAL	\$48,710.00

City Council Staff Report

Subject: Subdivision Warranties
Author: Boyd Davis
Department: Community Development
Date: April 16, 2013



Background

The 800 North Street Church Subdivision, developed by the LDS church, is located at 3290 W 800 N. The subdivision has completed all of the required improvements to be placed on warranty. The developer is requesting that the subdivision be placed on a 1 year warranty.

Analysis

The 800 North Street Church Subdivision has been inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The warranty is for the public improvements only, which were actually completed last summer. The developer supplied a letter of credit to guarantee the improvements which expires in August 2013. Staff recommends that this subdivision be placed on warranty until August 2013. The improvements will be in longer than the required one year.

Recommendation

Staff recommends the following actions be taken by the City Council:

1. The 800 North Street Church Subdivision be placed on warranty until August 2013.

Significant Impacts

None

Attachments

None



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
March 19, 2013**

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

Interim City Manager
Kyle Laws

Administrative Session
6:00 PM

Minutes for the West Point City Council Administrative Session held March 19, 2013 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

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

CITY EMPLOYEES PRESENT - Interim City Manager Kyle Laws, City Engineer Boyd Davis, Public Works Superintendent Paul Rochell, Recreation Director Kelly Ross, and City Recorder Misty Rogers

VISITORS – Royce Ross, Arlene Ross, Howard Stoddard, Harry Trease, and Patti Seffker

Mayor Craythorne welcomed all in attendance and turned the time over to Mr. Kyle Laws to introduce the Veteran's Memorial Monument.

1. Veteran's Memorial Monument – Mr. Kyle Laws

Mr. Laws welcomed Mr. and Mrs. Ross, Mr. Stoddard, and Mr. Trease. He then stated the subject of the Veteran's Memorial Monument had been discussed during the January 2013 City Council retreat. Mr. Laws then turned the time over to Mr. Trease.

Mr. Trease thanked the Council for their time and consideration. Mr. Trease stated Mrs. Ross is in the process of compiling a book of information and pictures of military personnel throughout the City. The information in the book will be used during the Fourth of July celebration to honor our Veterans as well as for history of our West Point City residents. He then stated in conjunction with the Fourth of July celebration, more of a "Veterans" theme should be incorporated into the parade. Mr. Trease then proposed the City sponsor floats commemorating each war in the West Point City parade.

Mr. Trease proposed a Veteran's memorial monument be constructed in West Point City. He proposed forming a committee consisting of 10 – 15 members as well as a member of the West Point City Staff. This committee will work to determine a location and design that will be adequate for West Point City. The committee will also obtain donations to assist with the cost of the construction of the monument. The committee will compile information of members of the military who have lived in West Point City. He then stated the committee would like to utilize the Youth Council as well as the Boy Scouts of America where possible.

Mayor Craythorne asked what amount of funding would be needed for the floats. Mr. Trease stated it is unclear as to the actual amount needed for the floats, however he would estimate under \$1,000.00. He also informed the Council of the possibility of needing additional funding for a local school band to participate in the parade, as they typically charge a fee for their services. Mrs. Seffker stated she had been in contact with the band teachers at West Point Junior High, Syracuse High, and Northridge High regarding their ability to participate in the parade. West Point Junior High has not committed to participate, Syracuse High has declined and Northridge High stated they could participate in the parade

for a fee of approximately \$200.00. She then stated the Youth Council would be willing to use a portion of their budget to allow for a local school band to participate.

Mayor Craythorne asked whose names would be listed on the Veterans Memorial Monument. Mr. Trease stated anyone who lives in or has lived within West Point City would be welcome to participate. Mayor Craythorne expressed concern with transient military members or members of the military who may be unknowingly overlooked.

Mayor Craythorne stated the City Council is in favor of this project. Mr. Trease requested that one member of the City Council be appointed as a member of the monument committee.

Mrs. Ross expressed the importance of the committee working with the City. She then requested a place where the committee could meet to discuss this item. Mayor Craythorne stated the committee could use a room at City Hall for the use of planning, he requested Mrs. Ross communicate with Mr. Laws or Mrs. Rogers to schedule a room. Mrs. Ross stated the committee will not accept responsibility for anyone who does not submit the required information for the Veterans Memorial Monument.

Mrs. Ross stated any pictures received before March 30, 2013 will be included in a video which will be shown during the Fourth of July celebration. All others received after this deadline will be included in only the Veterans scrapbook. She then stated the City could have the ability to copy the Veterans scrapbook to have on site for residents to view if the Council wishes.

Mayor Craythorne thanked Mr. and Mrs. Ross, Mr. Stoddard, Mr. Trease, and Mrs. Seffker for their time, he then stated the City Council will discuss these items and a Council member will be assigned to the committee. Council Member Dawson recommended that Mr. Trease contact Ogden City regarding a possibility of renting their floats.

Council Member Henderson and Council Member Dawson stated they would be willing to serve on the Veterans Memorial Monument committee.

2. Quarterly Goal Update – Mr. Kyle Laws

Mr. Laws stated the Council had reviewed the Quarterly Goal Updates during the January 2013 City Council retreat. Fiscal Balance and Accountability

- The RFP for banking services has been finalized and West Point City has accepted a bid from Zions Bank.
- West Point City has successfully implemented a bi-weekly pay period.

Develop, Plan, and Maintain Infrastructure – Mr. Laws stated a few items listed on the matrix are scheduled to be funded within the next 12 months, pending the approval of the budget.

- Crossing Guard Lights (550 N 3000 W) – Due to the new subdivision at this location, may be a need to upgrade the crossing guard lights to keep compliance.

Community – Compatible Economic Development (Nothing new at this time)

Sustainable Growth through Vision and Planning

- Code updates have been relocated to this section, as for organization.

Quality Recreation Programs and Regionally – Coordinated Infrastructure and Facilities

- The RFP for the concessions trailer should be completed in the near future.
- Soccer drafts have begun and games will begin shortly.
- Baseball and softball signups are in progress and games will begin in the next few weeks.

Mr. Ross, the Recreation Director expressed his appreciation for the social luncheon which he and the Council Members attended with the Davis County School District in early March.

Mr. Laws stated that Mr. Craig Carter with Davis County School District will be contacting him regarding the use of Syracuse High for the Miss West Point Pageant in July. An update regarding this item will be emailed to the Council in the future.

Community Celebrations and Events (nothing new at this time)

Parks, Trails, and Open Spaces

- 200 South Trail – Staff has applied for a grant for this item. The grant has yet to be awarded.
- Loy Blake Restroom – Staff has been working on new ideas for the restroom, it will be brought before the Council in the near future.
- Pedestrian Trail Light – Staff is reviewing solar lighting options for the trail.

Open and Responsive Government

- Personnel Policies and Procedures Manual is still being reviewed.

Regional Cooperation, Coordination, and Involvement by Council and Staff

- SR193 Corridor and the RFP for the trail has been completed. Currently West Point City, Clearfield City, and Syracuse City have been meeting to discuss the design phase.

Active Emergency Preparedness – Mr. Rochell stated the City has the opportunity to send Mr. Davis, Mr. Favero, and himself to attend a debris management course offered by the Federal Government. They will be departing on June 9th and returning approximately June 16th.

3. Discussion of Set Back Requirements on Cul-De-Sac Lots – Mr. Boyd Davis

Mr. Davis stated that Staff has recently received inquiries regarding the setback requirements for cul-de-sac lots in the West Point City Code. Staff has determined that the code is not clear and subject to interpretation therefore Staff recommends the code be revised.

Mr. Davis stated the following setback requirements for cul-de-sac lots had been introduced and proposed to the West Point City Planning Commission:

“On cul-de-sac or five sided lots, the required minimum rear depth may be reduced to 15 feet measured from any point of a building foundation to the nearest point of a lot line. Only one corner of a home may project into a required rear yard space.”

Staff believes these changes will encourage builders to keep houses square with the street. This will continue to meet the intent of the setback requirements and it may allow for larger homes.

Mr. Davis stated in a worst case scenario, two cul-de-sac lots would back one another. The minimum space between the corners of both homes would be 30 feet from one another. A standard lot would allow a minimum of 50-60 feet away from houses that back one another.

Staff recommended allowing one corner to project 15’ into the rear yard. No action is required at this time, as this item will be brought before Council in a future meeting for consideration.

Council Member Petersen asked if the proposed language would be added to the current code. Mr. Davis stated the proposed language would be added to the existing code. Council Member Petersen asked if the language in the code could be simplified for cul-de-sac lots. Mr. Davis stated he will review the code with Council Member Petersen’s suggestions.

The Council gave direction for Staff to proceed with this item.

Mayor Craythorne excused the City Council and Staff for the General Session.

DRAFT



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
March 19, 2013**

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

Interim City Manager
Kyle Laws

General Session
7:00 pm – Council Room

Minutes for the West Point City Council General Session held March 19, 2013 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

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

CITY EMPLOYEES PRESENT - Interim City Manager Kyle Laws, City Engineer Boyd Davis, Public Works Superintendent Paul Rochell, and City Recorder Misty Rogers

VISITORS PRESENT – Kaleb Boatright, Baylee Berflund, Caitlyn Berglund, Natalia Mertlich, Charolle Pitcher, Kellie Danielian, Justin Soriano, Scott Coy, Brenda Pehrson, Jonnie Pehrson, Mike Schultz, Laura Richins, Adam T. S____, Chris Tremea, Jeffrey Hoye, Jerry Canova, Kayann Bissell, Bryan Talbot, Steve Thorne, Kristy Byington, Kyle Hamblin, Lloyd Heslop, Bud Heslop, Jay Barber, Allyn Draper, Wade Draper, Kelly Bennett, Hunter Bennett, Jayden Boren, Mark Sessions, and Detective Ken Warnshuis

1. **Call to Order** – Mayor Craythorne welcomed all in attendance.
2. **Pledge of Allegiance** – Repeated by all
3. **Prayer** – Council Member Woodward
4. **Communications and Disclosures from City Council and Mayor**

Mayor Craythorne introduced the following West Point City Staff to those in attendance.

- Interim City Manager, Mr. Kyle Laws
- Community Development Director/City Engineer, Mr. Boyd Davis
- Public Works Superintendent, Mr. Paul Rochell
- City Recorder, Mrs. Misty Rogers

Council Member Henderson disclosed that his son-in law is employed by a contractor who works closely with Castle Creek Homes. Castle Creek Homes applied for a rezone at approximately 1800 West 800 North, in behalf of the Heslop family.

Council Member Petersen stated Chief Roger Bodily has left the North Davis Fire District and taken a position as the Riverdale City Fire Chief. He then stated Deputy Chief Mark Becraft has been appointed as the Interim Fire Chief. He then recognized Captain Chris Tremea with the North Davis Fire District, and thanked him for being present.

Council Member Woodward – no comment

Council Member Dawson stated the North Davis Sewer District has recently re-issued bonds. Because of the renegotiation of those bonds, there will be a significant savings in interest over the life of the bonds.

Council Member Chatterton stated the mosquito's which are currently out are from last year's batch, as mosquitos hibernate during the winter months. Mosquito abatement has begun to spray around several areas of the county. He also stated 2013 is projected to be an active year for mosquitos.

Mayor Craythorne stated the 2013 Legislative session has concluded and he thanked Mr. Laws for attending weekly meetings at the State Capital with him.

5. Communications from Staff

Mr. Laws stated the West Point City Easter Egg Hunt will be held at the Loy Blake Park on Saturday, March 30, 2013 at 10:00 am. He then informed those in attendance of a legislation change for the 2013 Municipal Election, the candidate filing period (Declaration of Candidacy) has been amended from two weeks to one week, the filing period will be held June 3, 2013 through June 7, 2013 (regular business hours). Mayor Craythorne stated this change has occurred because of Federal requirement; ballots must be printed by a specific date in order to be mailed overseas. Mr. Laws also stated Mrs. Rogers has updated the noticing to reflect the changes in the filing period.

6. Citizen Comment

Mr. Mark Sessions - 430 North 3425 West, West Point City

Mr. Sessions stated he had two items in which he would like to address with the City Council.

- EMS Response within West Point City, Mr. Sessions stated the services rendered by EMS personnel nearly took the life of a family member. He then gave some detail as to the actions and services rendered by the EMS personnel. He stated he has discussed this item with both the Davis County Sheriff's office as well as with Utah State EMS System. Mr. Sessions expressed the need for EMS services to respond to the requests of the citizens.
- When a citizen is transported to an area hospital, the current EMS will only transport to Davis North Hospital. Mr. Sessions expressed the need for citizens to have the ability to request another hospital facility if they desire.

7. C.E.R.T Recognition – Mr. Chris Tremea

Captain Tremea gave an update of a structure fire at the Clearfield Community Church on 200 South in Clearfield. He stated thirteen children were inside of the building at the time the fire broke out, fortunately the Pastor officiating was able to remove all persons within the building and able to call for emergency response.

The Community Emergency Response Team is a 24 hour course that covers medical skills in a disaster environment, types of disasters, and mock disasters. Captain Tremea congratulated the following individuals for completing the C.E.R.T. course:

- Neal Wayment
- Stan Adams
- Patrick Hansen
- Julie Christensen
- Laura Richins
- Stephanie Christian
- Alan Hintze

Captain Tremea stated the next C.E.R.T. training course will be held in the fall of 2013. Mayor Craythorne thanked Captain Tremea and Mr. Rochell for their efforts with C.E.R.T training.

8. Ordinance 03-19-2013A, Adoption of Storm Water Impact Fee – Mr. Boyd Davis

Mr. Davis stated the Storm Water Impact Fee had been discussed in the past City Council meetings. In order for the City to impose this fee, the City is required to complete a detailed analysis, as the last analysis had been completed in 2001. The current impact fee is \$1,300 per residential lot and an average of \$7,000 per commercial acre.

There have been significant changes in State Code relative to impact fees. A City can only include projects being built within a six to ten year period. State code also requires the City to complete an impact facilities plan as well as submit a certified impact fee study. West Point City contracted with a consultant to complete the current study. Mr. Davis stated impact fees are charged when a new home is constructed. The impact fees are used pay for expanded infrastructure and utilities to accommodate the new houses. The total cost of future storm drain projects within the six to ten year planning horizon is totaled at \$1.4 million dollars and an estimated 253 acres to be developed. The total impact fee to be collected per acre is \$4,204.

a. Continuation of Public Hearing

No comment

Council Member Petersen motioned to close the Public Hearing
Council Member Dawson seconded the motion

The Council unanimously agreed.

b. Action

Council Member Woodward motioned to approve Ordinance No 03-19-2013A, Adoption of Storm Water Impact Fee.

Council Member Chatterton seconded the motion

Roll Call Vote

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

The Council unanimously agreed.

9. Ordinance No. 03-19-2013B, Consideration of Rezone Application for the Property located at approximately 1800 W 800 N – Mr. Boyd Davis

Mr. Davis stated West Point City had recently received an application for a rezone from Castle Creek Homes, in behalf of the Heslop family. The location of the proposed rezone is approximately 1800 West and 800 North. The current zone of the property is A-40 and R-2, the applicant is requesting a rezone of R-3. The updated West Point City General Plan Staff calls for a community commercial zone for discussed property, Staff recommends the Council deny the request for the following reasons:

- To follow and preserve the integrity of the General Plan
- To Preserve the limited commercial opportunities

- The principle mentioned by the City Council in the past has been to develop commercial first, then consider other uses for the area.

Mr. Davis informed the Council that the West Point City Planning Commission had reviewed and approved the rezone application; however, Staff continued to recommend the denial of the rezone.

a. Public Hearing

Kristy Byington - 771 North 1725 West, Clinton

Ms. Byington stated her home is directly to the east of the proposed rezone property and she is in favor of the rezone. She stated that she would not have purchased her home approximately six years ago if she would have known that West Point City proposed commercial use for the area.

Ross Haycock – 600 North 1875 West, West Point City

Mr. Haycock stated he is in support of the denial of the rezone request.

Debbie Haycock – 600 North 1875 West, West Point City

Mrs. Haycock stated she is in support of the denial of the rezone request. She then expressed concern with the added traffic in which they will receive if through street is approved.

Randy Minson – Home is located near the proposed rezone area.

Mr. Minson asked if West Point City has a plan for the extension of 1875 West. Mayor Craythorne stated the City does not currently have any information regarding the extension of 1875 West. Mr. Minson then stated the proposed 600 feet of commercial area found within the rezone request is sufficient for the area. For clarification, Mr. Davis stated the rezone calls for 550 feet of commercial area.

Bud Heslop – 1775 West 800 North, West Point City

Mr. Heslop stated he and his family currently own the property being discussed. He informed the Council that his family has considered using the property for commercial use. However the Heslop family had the opportunity to team up Castle Creek Homes. Mr. Heslop stated if the R-3 rezone is denied there is a commercial opportunity pending. He stated his family believes the current rezone application is a better suited option. Mr. Heslop then stated “one way or another the property is going to go,” he then stated “he wasn’t trying to threaten anyone; he is only laying his cards on the table”.

Steve Thorne – 1823 West 625 North, West Point City

Mr. Thorne expressed concern with the type of commercial business which could be attracted to the Heslop property if the rezone is denied. He stated that he fully supports the rezone for residential.

Adam Suttlemyre - 2154 South 2700 West, Syracuse

Mr. Suttlemyre stated he moved from his previous address at 1828 West 625 North because the original owner of the Heslop property had declined in age and he feared the discussed property would be sold and developed as commercial. He stated other individuals within the community may choose to move as well if the property is not zoned as residential.

Jeff Hoye - 598 North 1775 West, West Point City

Mr. Hoye stated he moved to West Point City because of the residential area. He stated he is in full support of the residential rezone.

John Magness – 671 North 1725 West, Clinton

Mr. Magness stated he moved to his current location because of the farming community. He originally attended the Council meeting to show support in the denial of the rezone. However after listening to Mr. Heslop he had changed his mind and he is in support of this rezone. Mr. Magness stated he would rather have residential homes surround his neighborhood and not commercial businesses.

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

b. Action

Council Woodward asked what type of commercial businesses could be allowed within this zone on the General Plan. Mr. Davis stated West Point City currently has zones for Neighborhood Commercial, Community Commercial, and Regional Commercial. Mr. Davis stated the General Plan calls for Community Commercial in this area, this would allow up to a big box store or grocery store with additional side retail which could include a convenience store.

Council Member Woodward asked if the Community Commercial zone would allow for storage units or a machine shop. Mr. Davis stated he would need to review the requirements for the Community Commercial zone before he could answer the question.

Council Member Petersen thanked those who expressed their comments in the Council meeting. He expressed the importance of public comment. Council Member Petersen stated the area in the proposed rezone is connected to the border of Clinton City and West Point City does not have control over what Clinton City may or may not do within their zones. He then stated it is difficult to go against the General Plan, therefore he expressed his support of the recommendation for denial given from staff.

Mr. Davis informed the Council that the owner of Castle Creek Homes, the applicant of the rezone was present. The Council then gave the applicant permission to address the Council regarding the rezone.

Kyle Hamblin – 564 North 2800 West, West Point City (Mr. Hamblin is employed by Castle Creek Homes)
Mr. Hamblin thanked the Council for considering the rezone application submitted by Castle Creek Homes. He then stated Castle Creek Homes is aware of the importance of the General Plan; however he stated a General Plan can be a working plan where a Developer can work with a City to implement something that is a good fit. Mr. Hamblin stated Clinton City currently calls for 400 feet back off of 2000 West, and Castle Creek Homes took that into consideration when requesting the rezone. He then showed the Council a map of what type of businesses the proposed rezone could accommodate in the Community Commercial zone.

Mike Schultz – 135 North 4500 West, West Point City (Mr. Schultz is the owner of Castle Creek Homes)
Mr. Schultz stated Castle Creek Homes has developed several residential communities as well as commercial properties. He stated upon review of the General Plan they determined the amount of commercial development to be excessive for the area. He stated he is aware of the current General Plan; he then encouraged the Council to seriously consider the rezone.

Council Member Chatterton motioned to table this item until the April 2, 2013 City Council Meeting.
Council Member Petersen seconded the motion.

The Council unanimously agreed.

Mayor Craythorne thanked those in attendance. He then stated “tabling” this item will allow Council to have the opportunity to consider all information.

Council Member Petersen stated the public hearing for the rezone has been closed; therefore anyone wishing to make comment regarding this item on April 2, 2013 would need to address the Council during citizen comment.

10. Resolution No. 03-19-2013A, Consideration of Contract with Davis County Sheriff for Police Services – Mr. Kyle Laws

Mr. Laws stated this item had been discussed during an Administrative Session in December 2012. The proposed Interlocal Agreement with Davis County Sheriff is a seven year term contract with dates of service from July 1, 2013 through June 30, 2020. The services provided will consist of three hours for every 24 hour period. Either party may terminate or renegotiate the agreement with 60 days written notice. Staff recommends the City Council approve Resolution No. 03-19-2013A.

Council Member Chatterton asked if the cost of the contract would remain the same each year over the term of the contract. Mr. Laws stated the contract amount will increase each year with a cost of living increase and if the City elects to obtain more than the three hours of coverage.

Council Member Henderson motioned to approve Resolution No 03-19-2013A, Interlocal Agreement with Davis County Sheriff for Police Services.

Council Member Chatterton seconded the motion

The Council unanimously agreed.

Council Member Petersen recommended Staff discuss the circumstances of Mr. Mark Sessions with Law Enforcement, Mayor Craythorne agreed.

11. Resolution No. 03-19-2013B, Consideration of Release of Easement for lot #9 and #10 of GlenDell Subdivision – Mr. Boyd Davis

Mr. Davis stated this item had been discussed during the March 5, 2013 Administrative Session. The GlenDell subdivision is located between 800 North and 1300 North, west of 4000. The original alignment of the West Davis Corridor encompassed several lots within the GlenDell Subdivision. Because of the original corridor alignment, West Point City required that the lots along the corridor specifically be designed with an easement as to accommodate the West Davis Corridor.

Recently, UDOT has recommended two new proposals for the West Davis Corridor, both of which have moved the original corridor alignment off of lot #9 and lot #10 of the GlenDell Subdivision. Due to the changes in the alignment, the owner of lot #9 has requested the City release the easement within the lot.

Council Member Petersen stated the purpose of the easement was specifically for notification for property owners. The easement will not have any bearing on where the West Davis Corridor is aligned.

Council Member Petersen motioned to approve Resolution No. 03-19-2013B, the Release of Easement for lot #9 and #10.

Council Member Woodward seconded the motion.

Council Member Chatterton expressed concern with the release of only lot #9 and lot #10. He also stated if the City releases the easement for two properties they may want to release the easement on the other lots within the GlenDell Subdivision along the West Davis Corridor route. Council Member Dawson agreed to the remarks of Council Member Chatterton.

Council Member Petersen stated the purpose of the easement had been met, both parties involved in the sale of lot #9 are aware of the proposed routes of the West Davis Corridor. He expressed the desire for the easement to remain on other lots along the route, as the proposed corridor alignment does encompass those lots.

Mayor Craythorne stated the Council should be mindful of the decisions which are being made. The easement was placed to keep residents from building large structures which UDOT would then have to purchase along with the property for the corridor.

Council Member Chatterton agreed with Mayor Craythorne, the City did place an easement within those properties for a reason. However when the easement was placed that also affected their property value.

Council Member Chatterton – Nay
Council Member Dawson - Nay
Council Member Woodward – Aye
Council Member Petersen – Aye
Council Member Henderson – Aye

The Council had three Council Members in favor and two Council Members opposed of Resolution No 03-19-2013B, Resolution passes.

12. Consideration of Removal of Bartholomew Lane Ph. 1 from Warranty – Mr. Boyd Davis

Mayor Craythorne disclosed that his father is part owner of the Bartholomew Lane subdivision.

Mr. Davis stated the Bartholomew Lane Ph. 1 is located at approximately 1300 North 3600 West. He stated the subdivision had been under warranty for longer than the required one year. The final inspection and the punch list have been completed. Staff recommends the release of Bartholomew Lane Ph. 1 from warranty.

Council Member Dawson motioned to approve the release of Bartholomew Lane Ph. 1 from warranty. Council Member Chatterton seconded the motion.

The Council unanimously agreed.

13. Adoption of Minutes from the March 5, 2013 Council Meeting – Mrs. Misty Rogers

Council Member Petersen motioned to approve the minutes from the March 5, 2013 Council meeting. Council Member Dawson seconded the motion.

The Council unanimously agreed.

14. Motion to Adjourn to Closed Session, Pursuant to UCA §52-4-205(1)(a), to discuss personnel

Council Member Dawson motioned to adjourn into the Closed Session
Council Member Chatterton seconded the motion

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

The Council unanimously agreed.

The Closed Session was held from 8:10 pm until 8:45 pm.

Council Member **** motioned to reopen the General Session.
Council Member **** seconded the motion.

The Council unanimously agreed.

Council Member Petersen departed at the end of the closed session.

15. Motion to Adjourn

Council Member Woodward motioned to remove “Interim” off of Mr. Laws position title. He then recommended Mr. Laws be appointed as the new West Point City Manager.
Council Member Chatterton seconded the motion.

The Council unanimously agreed.

Council Member Dawson motioned to adjourn.
Council Member Henderson seconded the motion.

The Council unanimously agreed.

ERIK CRAYTHORNE
MAYOR

DATE

MISTY ROGERS
CITY RECORDER

DATE

DRAFT