



West Point City Council Notice and Agenda (Amended)

West Point City Municipal Center
3200 West 300 North
West Point City, UT 84015
May 6, 2014

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

ADMINISTRATIVE SESSION

6:00 pm – Council Room

1. Discussion of FY2014 Amended Budget and FY2015 Budget – Mr. Evan Nelson [page 5](#)
2. Discussion regarding the Interlocal Agreement for the Landscaping on SR193 – Mr. Boyd Davis [page 15](#)
3. Discussion of the Price Estates Single Lot Subdivision – Mr. Boyd Davis [page 33](#)
4. Discussion of Personnel Policies & Procedures – Mr. Kyle Laws [page 39](#)

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. Adoption of Minutes from the April 15, 2014 Council Meetings – Mrs. Misty Rogers [page 45](#)
7. 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).
8. Youth Council Update
9. Presentation From Davis and Weber Counties Canal Company – Mr. Ivan Ray
10. Budget Hearing For FY2014 Amended Budget and FY2015 Budget– Mr. Evan Nelson
 - a. Public Hearing
11. Consideration of Approval of Resolution No. 05-06-2014, Adoption of Personnel Policies & Procedures – Mr. Kyle Laws [page 43](#)
12. Consideration of Placing Bartholomew Phase 2 on Warranty – Mr. Boyd Davis [page 57](#)
13. Consideration of Approval of the Price Estates Subdivision and Water Purchase – Mr. Boyd Davis [page 33](#)
14. Motion to Adjourn

Posted and dated this 2nd day of May 2014

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.

TENTATIVE UPCOMING ITEMS

Date: 5/20/2014

Administrative Session

1. Continuation of Discussion of FY2014 Amended Budget and FY2015 Budget – Mr. Evan Nelson
2. Discussion of the General Plan and Heslop Property Amendment – Mr. Boyd Davis

General Session

1. Continuation of Budget Hearing For FY2014 Amended Budget and FY2015 Budget– Mr. Evan Nelson
 - a. Public Hearing
2. Consideration of Approval of Interlocal Agreement for the Landscaping on SR193 – Mr. Boyd Davis

Date: 6/3/2014

Administrative Session

1. Continuation of Discussion of FY2014 Amended Budget and FY2015 Budget – Mr. Evan Nelson
2. Discussion of Sewer System Management Plan – Mr. Paul Rochell

General Session

1. Consideration of Adoption of Resolution No. 06-03-2014A , The West Point City Sewer System Management Plan – Mr. Paul Rochell
2. Resolution No. 06-03-2014B, Consideration of Adoption of FY2015 Tentative Budget for West Point City and All Related Agencies – Mr. Evan Nelson
 - a. Public Hearing
 - b. Action

Closed Session

1. Call to Order
2. Pursuant to UCA §52-4-205(1)(a), to Discuss Personnel.
3. Motion to Adjourn

Future Items:

Administrative Session

1. Discussion of Debris Management – Mr. Paul Rochell
2. Discussion of Street Light Replacement – Mr. Kyle Laws
3. Discussion of Cemetery Expansion
4. Discussion of Pheasant Creek Wetlands Area

General Session

1. Public Hearing to Consider Modifications to the West Point City General Plan – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

West Point City 2014 Calendar

January

February

March

April

May

- 3 Take Pride Day
- 6 City Council-7pm
- 14 Council/Staff Lunch-11:30am
- 15 Planning Commission-7pm
- 19 Senior Lunch-11:30am
- 20 City Council-7pm
- 26 Memorial Day-Office Closed
- 29 Planning Commission-7pm

June

- 3 City Council-7pm
- 12 Planning Commission-7pm
- 16 Senior Lunch-11:30am
- 17 City Council-7pm
- 26 Planning Commission-7pm
- 28 Miss West Point Pageant SHS-7pm

July

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

August

- 5 City Council-7pm
- 7 Summer Party-5pm
- 14 Planning Commission-7pm
- 15 Senior Dinner-5:30pm
- 19 City Council-7pm
- 28 Planning Commission-7pm

September

- 1 Labor Day-Office Closed
- 2 City Council-7pm
- 11 Planning Commission-7pm
- 15 Senior Lunch-11:30am
- 16 City Council-7pm
- 25 Planning Commission-7pm

October

- 2 Cemetery Cleaning
- 7 City Council-7pm
- 8 Council/Staff Lunch-11:30am
- 16 Planning Commission-7pm
- 17 Halloween Carnival-7pm
- 20 Senior Lunch-11:30am
- 21 City Council-7pm
- 30 Planning Commission-7pm

November

- 4 Election Day
- 8 Flags on Veteran's Graves YC
- 11 Veteran's Day-Office Closed
- 13 Planning Commission-7pm
- 17 Senior Lunch-11:30am
- 18 City Council-7pm
- 27-28 Thanksgiving -Office Closed

December

- 1 City Hall Lighting Ceremony-6:00 pm
- 2 City Council-7pm
- 5 Christmas Party-7pm
- 11 Planning Commission-7pm
- 15 Senior Lunch-11:30am
- 16 City Council-7pm
- 19 Cemetery Luminary-4pm
- 25-26 Christmas -Office Closed

January 2015

- 9-10 Council Retreat

City Council Staff Report

Subject: FY2014 Amended Budget & FY2015 Budget
Author: Evan Nelson
Department: Administrative Services
Date: May 6, 2014



BACKGROUND

Each year cities and towns in the State of Utah are required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 22nd of June. The tentative budget must be presented to the City Council at or before the first meeting in May. Staff, City Council and the Mayor will discuss the FY2015 Tentative Budget over the course of the next four City Council Meetings. The attached Budget Process Calendar provides an overview of the items to be discussed.

ANALYSIS

This report provides a summary of city-wide budgeted revenues and expenditures, a review of General Fund revenues, and a discussion of proposed options related to operating budgets. Capital project budgets will be discussed at a future meeting.

Fund Revenues & Expenditures

The FY2015 budget proposes that the City allocate \$8,060,537 as appropriated in the table below. Revenues, in this case, include anticipated inflows as well as appropriations of fund balance from previous year revenues. Percent of budgeted expenditures, by fund, are shown in the column at the right.

2015 Proposed Budget

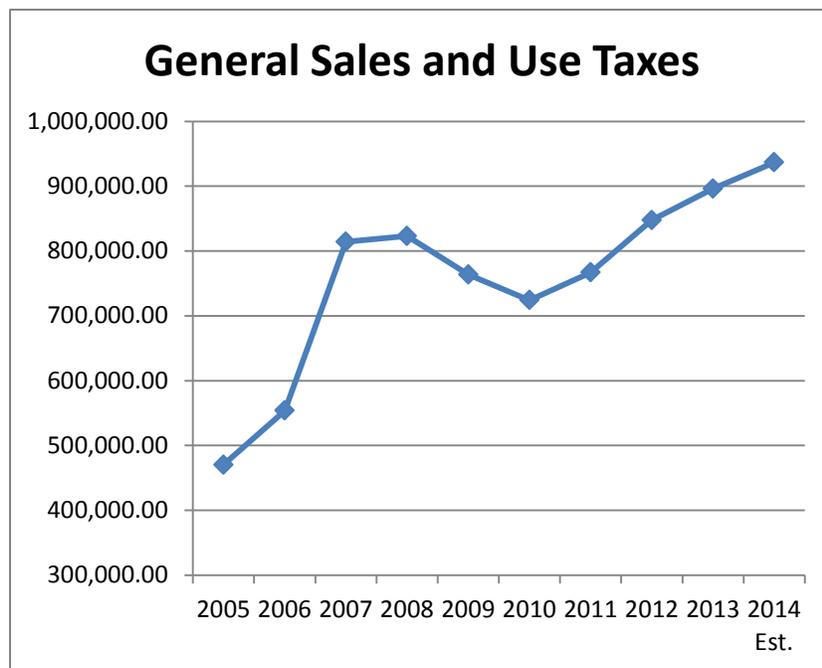
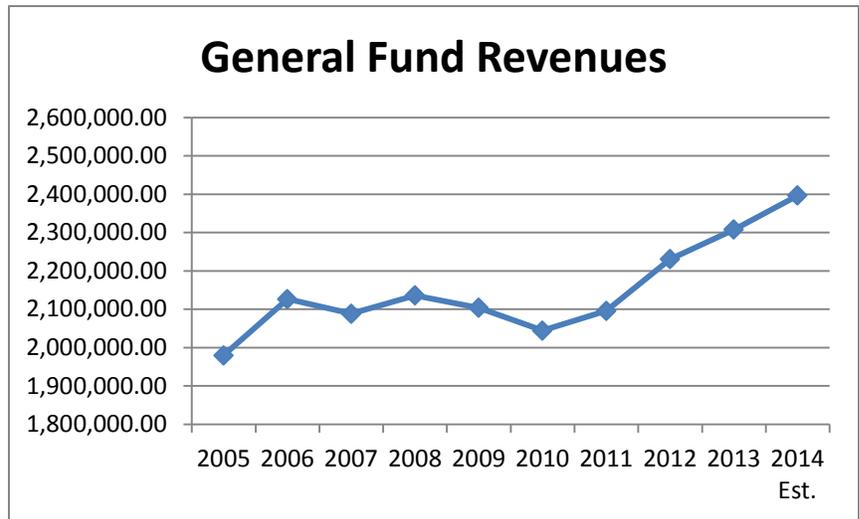
	Revenue	Transfers In	Expenditures	Transfers Out	% of Total
General Fund	\$2,236,970	\$50,000	\$1,932,015	\$354,707	24%
Special Revenue Fund	\$1,211,486	\$290,000	\$1,501,486	\$0	19%
Capital Projects Fund	\$1,024,707	\$45,075	\$1,069,782	\$0	13%
Waste Fund	\$1,380,000	\$0	\$1,344,189	\$35,025	17%
Water Fund	\$1,975,364	\$0	\$1,930,156	\$45,025	24%
Storm Water Fund	\$234,095	\$0	\$218,202	\$15,025	3%
Debt Service Fund	\$0	\$64,707	\$64,707	\$0	1%
Total	\$8,062,622	\$449,782	\$8,060,537	\$449,782	100%

Changes in Budgeting Method

In the past, funding for capital projects were not included in the tentative budget or the final budget, but were outlined in the capital projects matrix, and then finally added into the amended budget at the end of the fiscal year. We have determined that it would be well to budget for these projects beginning in the Tentative Budget. As a result, the proposed budget for 2015 is significantly higher than the original 2014 budget. We will discuss this in the meeting to make sure the Council is comfortable with this approach.

General Fund Revenues

General Fund revenues have been steadily increasing since 2010, as shown in the graph at the right. Significant revenue streams in the General Fund include sales tax, property tax, energy sales and use tax, and Class C roads revenue. We are proposing a General Fund revenue budget of \$2,286,970, which includes transfers from the Waste and Water Funds.



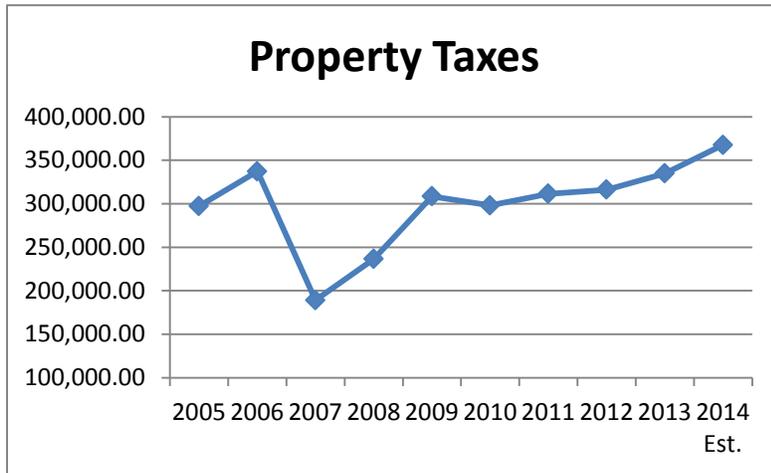
Sales Tax

Sales Tax is our single largest source of General Fund Revenue. Most of this revenue comes from State-wide sales, and is distributed on a per capita basis. As indicated in the graph, current revenues are far-exceeding pre-recession levels. While this is good news, we continue to budget sales tax revenues conservatively due to its sensitivity to many economic factors. In the Fiscal Year 2015 Budget, we have included a sales tax revenue estimate of \$860,000, which is

\$45,000 higher than the FY2014 Original budget.

Property Tax

Property tax revenue has increased over the last several years as the economy has improved. The City has chosen to maintain its property tax rate as property values have risen. Rising property values and a steady rate both contribute to the positive revenue trend. We have not

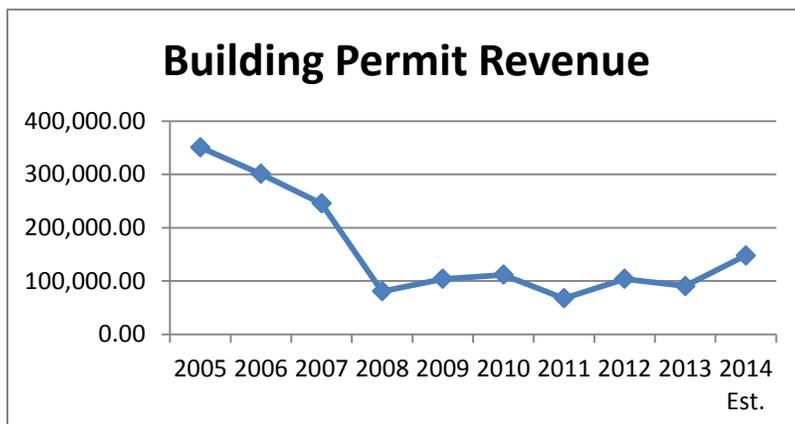
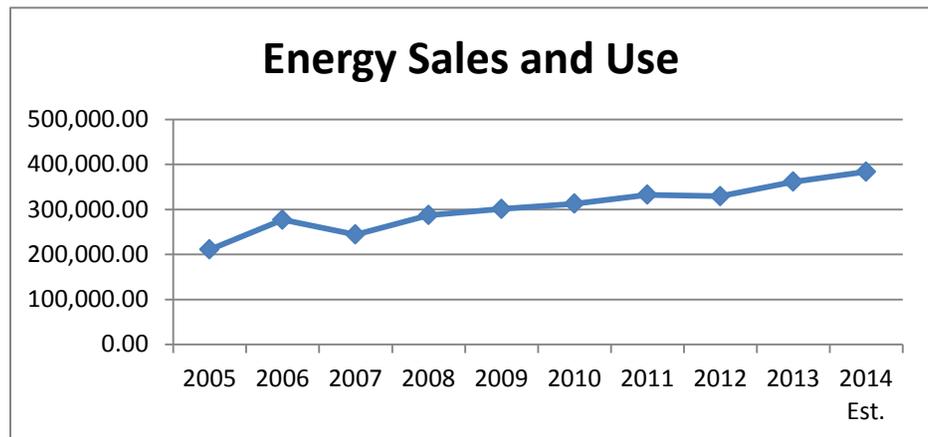


yet received property valuation information from the County this year, but expect to receive it in the next several weeks. If property values have increased since last year, and if the Council chooses to maintain our rate as they have in the past, we will need to go through the Truth in Taxation process in order to maintain our current rate. We have proposed \$337,970 as the budget for

property tax revenue, which is the same as the 2014 budget. Regardless of what happens with our rate, this number will need to be amended to at least reflect new growth.

Energy Sales and Use Tax

During the past couple of years, energy tax revenue has also been increasing. We continue to budget conservatively here and have estimated \$331,000 in the FY 2015 Tentative Budget, an increase of \$10,000 from FY2014.



Building Permit Revenue

Another relevant revenue source is building permit revenues. This revenue also provides insight into the rate of growth in West Point. As shown in the graph, we are just beginning to make a comeback since the 2008 drop in building activity. We have budgeted \$100,000 in building permit revenue for FY 2015, which is a \$30,000 increase from FY2014.

Budget Option Summary Sheet

These summary sheets are titled “Summary of Changes for FY2014” and “Summary of Changes for FY2015” and will either be distributed with your Tentative Budget Books or given to you at City Council meeting. These sheets summarize the budget requests for each year and are shown by department and fund. This sheet shows us how the budget requests affect the overall budget.

Operating Budget Requests

The operating budget requests will be divided into Personnel Requests and Department Requests. Each area will summarize the budget option requests.

- **PERSONNEL BUDGET REQUESTS**

Salary Re-allocation – In an attempt to more correctly account for personnel costs across funds, we have re-allocated several employee salaries. This shift has moved expense from the General Fund to the enterprise funds. This change also helps alleviate the cost of secondary water and other utilities that must now be borne by the General Fund. The re-allocations increased expense in the Waste Fund by \$25,437, the Water Fund by \$46,323, and the Storm Water Fund by \$46,633. This resulted in a General Fund savings of \$118,356.

Retirement Benefits – The Utah Retirement System has seen some major changes over the last couple of years. As a result of the bad economy, the system lost large sums of money from their investments. The state legislature has instituted several measures to ensure the system will continue to function properly and provide retirement for public employees. One of those measures was a contribution increase each year for the next several years. This year there will be a 1.18% increase to the contribution rate, which results in a \$9,453 increase to the City.

Employee Healthcare/Workers Compensation Benefits – This year we have assumed a 12% increase to healthcare benefit costs. Because of our early renewal in December of 2013, our current policy will not expire until the end of November 2014. Prior to that, we will go out to the market to ensure competitive rates for the new policy year. There is also a slight increase in our Workers Compensation expense. Together these increases are estimated to cost \$20,648.

Code Enforcement Officer – As previously discussed, we have budgeted for the addition of a part-time code enforcement officer to our City staff, in the Community Development Department. The estimated cost of this budget option is \$23,052.

Three Additional Seasonal Parks Employees – With continued trail development, we have anticipated the need for additional seasonal help for parks and trail maintenance. The Tentative Budget includes funding for three additional seasonal parks employees with an

allocation in the amount of \$39,792. This amount includes wages and standard benefits (i.e., social security, workers compensation, etc.)

Merit Salary Increases – In accordance with the City Pay Plan, we have budgeted a 2% merit increase for all full-time and regular part-time employees. This results in an increase of \$7,978 to the General Fund, \$2,376 to the Waste Fund, \$2,625 to the Water Fund, and \$1,238 to the Storm Water Fund, for a total of \$14,219. The City Manager made some changes to the City Pay Plan last year. Among those changes were to provide a 2% merit increase every year, subject to budget support and Council approval. And a 2% Market Adjustment every other year subject to the same conditions. Because we did a market study and made adjustments to position ranges last year, the City Manager is recommending only the 2% merit increase this year. This increase will only be available to employees who demonstrate positive performance as reflected and documented in their annual performance evaluation.

Social Security – When the City began providing retirement benefits to part-time employees in accordance with the Utah State Retirement System policy, the requirement to pay Social Security on those employees was eliminated. This change allows us to eliminate \$6,788 from the personnel budget.

- **DEPARTMENT REQUESTS**

- ***General Government (net increase of \$3,148 for FY2015)***

Training and Education – We have increased this line in the Council’s budget by \$1,000 to cover costs for training, specifically for the League of Cities and Towns conference in St. George each spring. Payments to the Davis Chamber of Commerce is also paid out of this line.

Community Service Contracts – We have added \$2,000 to the budget for purposes of donations and other Community Service type activities.

The remaining \$148 is related to Utah Retirement System increases.

- ***Executive (net increase of \$5,090 for FY2015)***

Recorder’s Office (Elections) – We have increased the FY 2014 budget by \$5,000 to cover unanticipated elections costs. We have also increased the budget for legal advertising by \$3,500 in FY 2014 and by \$3,300 in FY 2015, due, primarily, to the cost of advertising for the Truth in Taxation hearing.

Economic Development – We have added \$8,000 to the budget for Economic Development. This is to send the City Manager and another designee to the Economic Development Conference in Las Vegas in addition to other possible needs to help with Economic development in the City.

IT Support & Contracts (Antivirus) – We will be purchasing new antivirus software and have increased the budget by \$1,000 to provide for this expenditure.

Other Adjustments – There were a few other adjustments to this Department budget. those include \$250 to the mileage reimbursement line; \$750 to the Books, Subscriptions, & Memberships line; \$1,000 to the Volunteerism Program line to help with Eagle Scout Projects or other volunteer projects as needed; and \$1,500 to the City Celebrations & Events line to cover increased costs for Christmas lights due to growing trees and replacing lights that have stopped working.

Administrative Services (net decrease of \$16,600 for FY2015)

Risk Management – Due to the addition of two vehicles to the City fleet, we have added \$1,800 to the budget for insurance expenses.

Mileage Reimbursement – The budget for mileage reimbursement for this department did not even cover the cost for our Finance Director to attend annual training with the Utah Government Finance Officers Association in St. George. The budget was increased by \$400.

Community Development (net increase of \$24,341 for FY2015)

This increase is a result of personnel increases previously discussed, primarily that of hiring a part-time code officer.

Public Safety (net increase of \$4,000 for FY2015)

Police Contract – In accordance with our Interlocal Agreement with Davis County for Law Enforcement Services, we have increased the budget by \$4,000.

Public Works (net decrease of \$94,028 for FY2015)

This decrease is a result of personnel changes, primarily the re-allocation of salaries to other funds.

Municipal Buildings & Operations – The State Auditor’s Office is requiring cities to be more attentive to the payment of utilities to the enterprise fund by the General Fund. As a result, there is a \$4,700 increase to this line for the payment of water and sewer fees used by City Hall and the Public Works shop.

The following increases are not General Fund increases but are increases to the appropriate Enterprise Funds:

Water Meter Purchase – In order to expedite the efforts of the Water Department to replace old water meters, we have included an additional \$15,000 in the budget for the purchase of new water meters.

Sewer Rate Increase - Sewer rates charged by the North Davis Sewer District increased at the beginning of Fiscal Year 2014 and will increase each year for the next four years. We have adjusted the Sewer Fund budgeted revenues and expenditures in both fiscal years to account for the increases.

Parks and Cemetery (net increase of \$93,884 for FY2015)

The bulk of this increase is due to salary re-allocation of seasonal parks positions and the addition of three more seasonal parks employees.

Secondary Water and Utility Costs – As previously discussed, accounting standards require that we pay for general use of utilities out of the General Fund. This includes City-owned utilities as well as secondary water and trash removal. We have made adjustments to both fiscal year budgets to allow the parks department to expend an additional \$32,600 to pay for use of these utilities.

Recreation (net increase of \$5,557 for FY2015)

Football – We have included an additional \$7,451 in FY 2014 to cover the costs of shirts, hats, shorts, helmets, and a Coca-Cola fundraiser. We have added \$2,000 to the FY 2015 budget to cover the costs of shirts, hoodies, and hats for the football program. In both years, revenues associated with the clothing items offset the expenses. The remaining \$3,557 is a result of the increases in personnel costs previously explained.

Transfers, Contributions, & Other Uses (net increase of \$94,000 for FY2015)

Contingency – It is important to note that the contingency line has been populated with a budget this year of \$96, 791. This includes, primarily, the savings to the general fund of the salary re-allocation and the savings incurred from the recent bond refunding of the City's Excise Tax Revenue Bonds, Series 2014. This was determined to be the best line to allocate the funds to in order to provide the maximum flexibility in spending. Some of the projects previously discussed by Council to use this money for are the tennis courts and playground equipment at Loy Blake Park. Unless directed otherwise by Council, or unless other more pressing issues arise, staff plans to use this money for those needs at the park.

RECOMMENDATION

Staff would like Council to discuss and provide direction on the City Manager's Recommended Budget.

SIGNIFICANT IMPACTS

There are no significant impacts at this time.

ATTACHMENTS

Budget Calendar for FY2015

Budget Process Calendar FY 2015

May 6

Administrative Session

- Budget Overview
 - Budget Calendar
 - Revenues & Expenditures
 - Budget Option Summary Sheet
- Operating Budget
 - Personnel
 - Department Requests

General Session

- Public Hearing on the FY2015 Tentative Budget and FY2014 Amended Budget (to be continued to the next meeting)

May 20

Administrative Session

- Capital Projects
 - Prioritization Process
 - Capital Projects Matrix
 - Special Revenue Fund
 - Capital Projects Fund
 - Enterprise Funds

General Session

- Public Hearing on the FY2015 Tentative Budget and FY2014 Amended Budget (continued from 5/1)

June 3

Administrative Session

- Capital Projects (continued)
- Fee Schedule
- Outstanding Issues

General Session

- Public Hearing on the FY2015 Tentative Budget and FY 2014 Amended Budget (continued from 5/15)
- Adoption of the FY 2015 Tentative Budget

June 17

Administrative Session

- Budget Discussion
 - Outstanding Issues

General Session

- Adoption of the City Fee Schedule
- Adoption of the Certified Property Tax Rate (unless otherwise directed)
- Public Hearing on the FY 2014 Amended Budget and the FY 2015 Final Budget
- Adoption of 2014 Amended Budget and 2015 Final Budget

Community Development and Renewal Agency

- Public Hearing
- Adoption of 2013 CRDA Budget

August 5 (if necessary)

Administrative Session

- Property Tax Rate Discussion

General Session

- Public Hearing
- Adoption of the Property Tax Rate
- Adoption of the 2015 Final Budget

City Council Staff Report

Subject: Landscaping Maintenance Agreement for SR 193
Author: Boyd Davis
Department: Community Development
Date: May 6, 2014



Background

Part of the funds for the SR 193 highway project are committed for landscaping and beautification of the project. UDOT has agreed to give the landscaping funds to the three cities bordering the project. Clearfield, Syracuse, and West Point have been working together on a landscaping plan that has been presented to the City Council previously. The plan was prepared using a HUD grant that was given to the three cities for planning purposes. We are now ready to accept bids for the installation of the landscaping improvements. We anticipate that this will happen within the next few weeks.

The three cities are also required to maintain the landscaping improvements, as well as the trail and sound wall that were installed by UDOT. To formalize how the maintenance responsibilities will be divided amongst the three cities, an inter-local maintenance agreement has been drafted. UDOT has also drafted an agreement that outlines the responsibilities the cities must commit to in order to receive the funds. Both agreements are attached to this report and a summary is included below.

Analysis

The Cooperative agreement with UDOT states that the cities will be responsible for the following:

- Maintenance of the roadside starting at the back or curb or edge of pavement.
- Maintenance of landscaping and irrigation improvements within the UDOT right-of-way. This includes replacing any dead plantings.
- Payment for secondary water billings.
- Maintenance of any fences.
- Maintenance of any lighting systems and payment for power bills. (We are trying to get clarification on this item. We are unsure if this includes the large overhead street lights)
- Maintenance of the “aesthetic” appearance of the sound wall. This includes removal of graffiti. UDOT will be responsible for the structural maintenance of the wall.
- UDOT agrees to give \$343,000 to the cities for installation and maintenance of the improvements. The funds will be transferred to and administered by Clearfield City.

The inter-local agreement between the three cities divides the maintenance responsibilities geographically as follows:

- West Point will maintain the intersection at 2000 West and the north side of the soundwall between 2000 West and 1550 West. This includes maintenance and snow removal for the trail.
- Syracuse will maintain the intersection at 1550 North and the south side of the soundwall between 2000 West and 1550 West.
- Clearfield will maintain the trail and all other improvements east of 1550 West.

Each City will be responsible for supplying secondary water for their respective areas.

Recommendation

No action required. This is for discussion purposes only, however staff would like and feedback or direction the Council may have.

Significant Impacts

The City will be required to pay the for maintenance activities.

Attachments

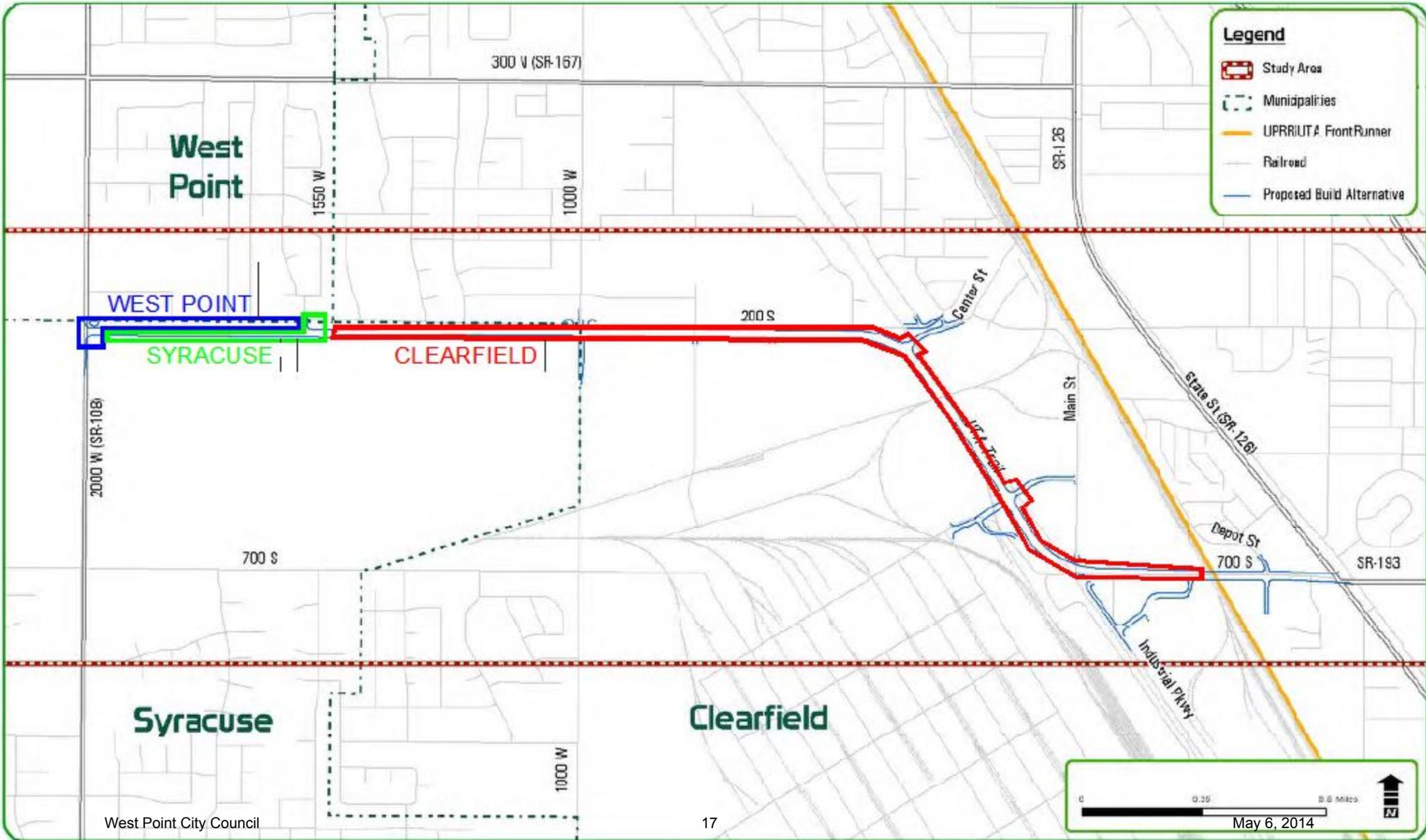
Map

Landscaping plan

Inter-local agreement

UDOT Cooperative agreement

Figure ES-1: Proposed Build Alternative



West Point City Council

Source: Jacobs 2009, Utah GIS Portal 2009.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037
Phone: 801.547.0393
Fax: 801.547.0397
www.jub.com



THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

NO.	REVISION	DATE
1	ADDENDUM 1	BY APRIL

SR-193 LANDSCAPE
CLEARFIELD | SYRACUSE | WEST POINT
PLANTING PLAN
2000 WEST

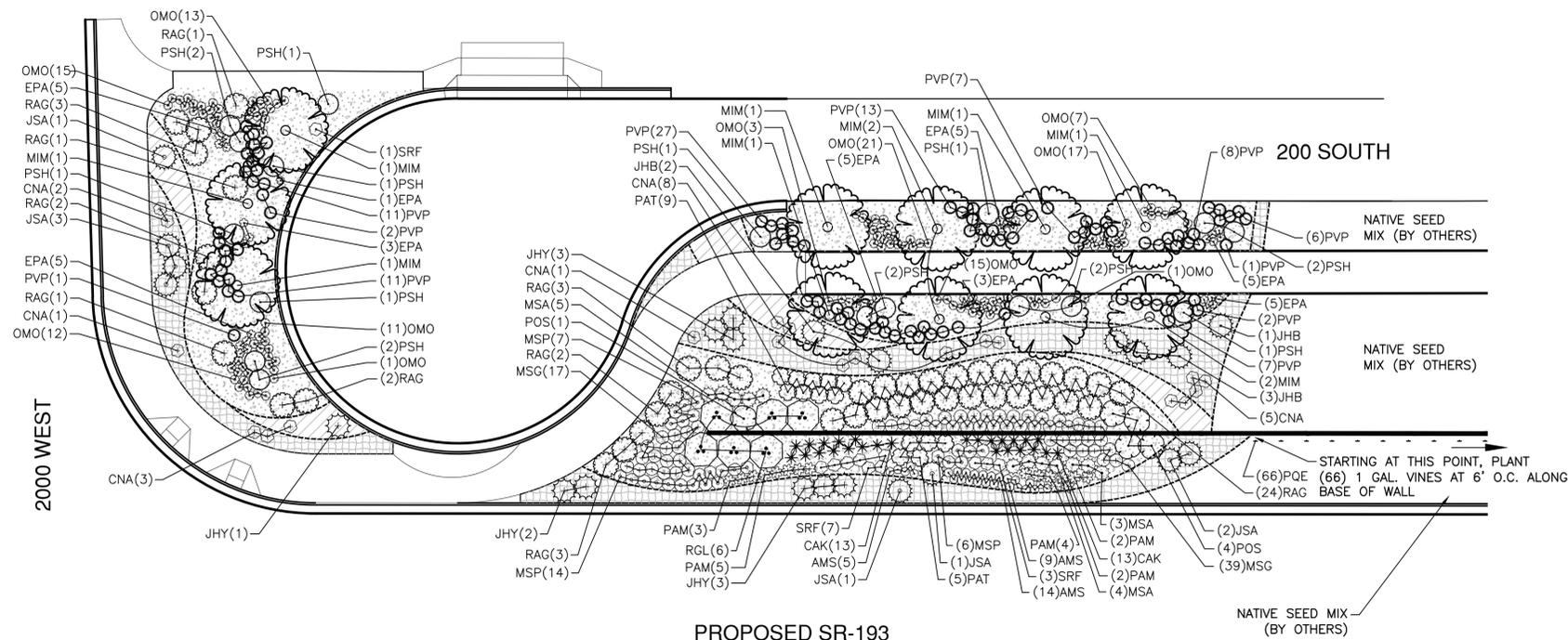
FILE: 55-13-009 LP-101X
JUB PROJ. #: 55-12-051
DRAWN BY: JPR
DESIGN BY: JPR
CHECKED BY: GHG
SCALE: 1" = 40'
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 6/24/2013
SHEET NUMBER: LP-101

PLANT SCHEDULE 2000 W.

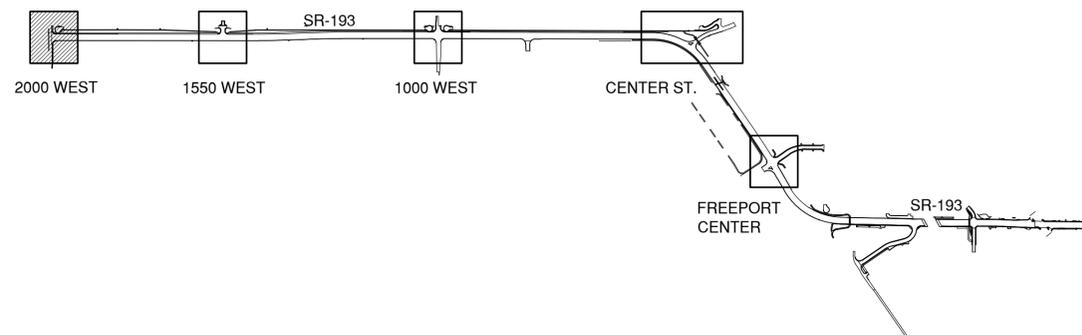
TREES	BOTANICAL NAME	COMMON NAME	QTY
MIM	Malus x 'Indian Magic'	Indian Magic Crab Apple	11
SHRUBS	BOTANICAL NAME	COMMON NAME	QTY
CNA	Chrysothamnus nauseosus	Rubber Rabbitbrush	20
JHB	Juniperus horizontalis 'Bar Harbor'	Bar Harbor Creeping Juniper	6
JHY	Juniperus horizontalis 'Youngstown'	Youngstown Creeping Juniper	9
JSA	Juniperus sabinia 'Arcadia'	Arcadia Juniper	8
POS	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	5
PSH	Pinus sylvestris 'Hillside Creeper'	Hillside Creeper Scotch Pine	17
RAG	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	42
RGL	Rhus glabra	Smooth Sumac	6
ANNUALS/PERENNIALS	BOTANICAL NAME	COMMON NAME	QTY
AMS	Achillea millefolium 'Summer Pastels'	Summer Pastels Yarrow	28
EPA	Echinacea purpurea 'Amazing Dream'	Amazing Dream Coneflower	37
OMO	Oenothera missouriensis 'Ozark Sundrops'	Missouri Primrose	116
PAT	Perovskia atriplicifolia	Russian Sage	14
SRF	Solidago rugosa 'Fireworks'	Wrinkleleaf Goldenrod	11
GRASSES	BOTANICAL NAME	COMMON NAME	QTY
CAK	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	26
MSA	Miscanthus sinensis 'Adagio'	Adagio Eulalia Grass	12
MSG	Miscanthus sinensis 'Graziella'	Graziella Maiden Grass	56
MSP	Miscanthus sinensis 'Purpurescens'	Flame Grass	27
PVP	Panicum virgatum 'Prairie Sky'	Prairie Sky Switch Grass	96
PAM	Pennisetum alopecuroides 'Moudry'	Oriental Fountain Grass	16
VINE/ESPALIER	BOTANICAL NAME	COMMON NAME	QTY
PQE	Parthenocissus quinquefolia 'Engelmannii'	Engelman Ivy	66

3/8" x 8" Permaloc CleanLine XL Landscape Edging or Approved Equal. (Mill Finish)

- NOTES:
- CUT AND REMOVE WEED BARRIER FABRIC IN AREAS WHERE MISSOURI PRIMROSE IS PLANTED TO ALLOW FOR PLANT GROWTH AND SPREAD.
 - SEE SHEET LP-002 FOR ROCK AND BARK MULCH DESCRIPTIONS.

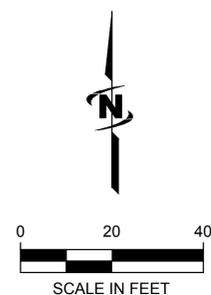


KEY MAP (N.T.S)



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



**INTERLOCAL COOPERATION
AGREEMENT FOR THE IMPROVEMENT OF REAL PROPERTY**

This agreement is entered into this _____ day of _____, 2014, by and between Clearfield City, a Utah municipal corporation, hereinafter referred to as “Clearfield”, Syracuse City, a Utah municipal corporation, hereinafter referred to as “Syracuse” and West Point City, a municipal corporation, hereinafter referred to as “West Point”, the three referenced Cities collectively hereinafter shall be referred to as the “Cities”.

WHEREAS, The Cities share common boundaries; and

WHEREAS, It is mutually beneficial to the Cities to have a cooperative effort in developing a street system that is properly connected to accommodate the flow of vehicular and pedestrian traffic; and

WHEREAS, The Cities have cooperated in the planning of the new SR-193 with a mutual HUD Planning Grant to facilitate land use plans and landscaping plans of the intersections along SR-193; and

WHEREAS, The Cities are desirous to establish landscaping along SR-193 that has continuity and will bring mutual value to each city; and mutually cooperate and share the maintenance responsibilities of said landscaping in an equitable manner; and

WHEREAS, pursuant to the authority and provisions of the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code Annotated, the Cities are willing to cooperate to equitably provide for the maintenance and oversight of the improvements within the SR-193 corridor as described herein.

NOW, THEREFORE, in an effort to provide an efficient, economical, and coordinated maintenance system for the Cities; to enjoy the mutual benefit of the landscaping along SR-193, and for other good and valuable consideration, the Cities agree as follows:

1. **Landscaping Plan.** The plans noted as “Exhibit A” shall represent the agreed upon landscape plan for the North & East side of SR-193 within the boundaries of the Cities. The exhibit is attached to, and is made a part of this Agreement.
2. **Clearfield City Undertakings.**
 - Clearfield will be responsible for the maintenance of the landscape improvements, as follows: the intersections of “H” Street, Center Street, and the East Side of 1000 West, as well as any road side landscaping or natural vegetation between said intersections
 - Clearfield will be responsible for the maintenance and snow removal of the newly installed walking trail sections within their City boundaries and to the 1550 West intersection, including the sidewalk connection to the crosswalks.
 - Clearfield will be responsible for supplying irrigation water supply to the intersections at “H” Street, Center Street and to both sides of 1000 West.
3. **Syracuse City Undertakings.**

- Syracuse will be responsible for the maintenance of the landscape improvements, as follows: the intersections of 1550 West and the West Side of 1000 West.,
 - Syracuse will be responsible for the maintenance of road side landscaping or natural vegetation between 1000 West and 2000 West on the south side of the **concrete sound wall**.
4. **West Point Undertakings.**
 - West Point will be responsible for the maintenance of the landscape improvements, as follows: the intersection of 2000 West and those areas of natural vegetation on the North side of **the concrete sound wall** along the trail.
 - West Point will be responsible for the maintenance and snow removal of the newly installed walking trail sections between the 1550 West intersection and 2000 West intersection, including the sidewalk connection to the crosswalks.
 - West Point will be responsible for supplying irrigation water supply to the intersections at 1550 West and 2000 West.
 5. **Joint Undertakings.** **The Cities agree to dedicate the funding provided by the Utah Department of Transportation (UDOT) for landscape maintenance to the funding allocated for installation of said landscaping. The total combined funding from UDOT to the Cities is three hundred and forty three thousand dollars (\$343,000).**
 6. **No Interlocal Entity Created-** This Agreement does not create an interlocal entity between the Cities.
 7. **Administration of Agreement.** The administration of this Agreement shall be by the Cities' respective City Managers.
 8. **Breach.** If any city fails or refuses to perform hereunder, the non-breaching party shall demand performance to resume and be completed. If a good faith resumption of performance does not occur within 30 days from the demand for performance, the breaching entity shall pay damages in an amount equal to the amount necessary to complete the breaching City's performance under this Agreement. Said amount shall be determined through the statutory bidding process.
 9. **Term of Agreement.** The term of this Agreement shall be fifty (50) years from the date of execution. This Agreement may be extended as jointly agreed upon by the respective City Councils of the Cities.
 10. **Amendments.** This Agreement may be amended upon mutual agreement of the Cities, in writing. The purpose and reasons for any amendments should be set forth in the amended agreement.

Executed as of the day and date above.

CLEARFIELD CITY

Mayor
ATTEST:

APPROVED AS TO FORM:

City Attorney

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, ("UDOT") and **CLEARFIELD CITY CORPORATION**, **SYRACUSE CITY CORPORATION**, and **WEST POINT CITY CORPORATION**, ("CITIES").

RECITALS

WHEREAS, UDOT is constructing 3 miles of new roadway, to be designated as State Route 193, between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse, referred to as Project # S-0193(6)0 ("Project"); and;

WHEREAS, UDOT and the **CITIES** desire to enter into this Agreement for landscaping improvements and maintenance responsibilities associated with said project; and

WHEREAS, UDOT has a policy designating what portion of project funds may be used toward aesthetics and landscaping; and

WHEREAS, UDOT has agreed to participate in the cost of the landscaping and maintenance according to the terms herein, and

WHEREAS, the Utah State Code Section 72-3-109(1)(c)(i) requires the local municipality to maintain the state right of way behind the curb and gutter; and

WHEREAS, the UDOT and the **CITIES** have agreed to eliminate much of the curb and gutter from the project to improve drainage by allowing sheet flow; and

WHEREAS, the **CITIES** have agreed to maintain the state right-of-way beyond the edge of pavement in these areas where curb and gutter was eliminated; and

WHEREAS, said elimination of curb and gutter resulted in a cost savings to the project; and

WHEREAS, the **CITIES** desire to receive said savings to assist with the landscaping and maintenance within the state right-of-way; and

WHEREAS, the **CITIES** have designated **CLEARFIELD CITY** to receive payment from the UDOT to be administered on the Project according to the interlocal agreement between the **CITIES**.

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made and maintenance responsibilities performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. UDOT will allow the **CITIES** access on state right-of-way along SR-193 between SR-126 (State Street) and SR-108 (2000 West) for the sole purpose of maintaining roadside landscape, fencing, lighting, trails, pedestrian underpasses, and aesthetic features ("Improvements").
2. The **CITIES** will provide routine care and maintenance of the Improvements within UDOT right-of-way to ensure proper function and operation of the Improvements and ensure a safe and aesthetic appearance of the right-of-way as long as work is outside the clear zone. Any work within the clear zone requires traffic control in compliance with the Utah MUTCD and obtain permit from UDOT. The **CITIES** will obtain said permit and abide by all conditions in compliance with Utah Administrative Code R930-6.

3. The **CITIES** will establish and maintain any and all landscaping and irrigation systems within the **UDOT** right of way. If the irrigation system fails to function properly, the **CITIES** will repair the system within a reasonable time period. If the plantings fail to survive, the **CITIES** will remove, replant and establish new plants. If the plants to be replanted are different from those initially installed, the **CITIES** will obtain **UDOT** approval prior to planting. The **CITIES** will assume all financial responsibility for the initial and ongoing utility billings for any and all irrigation facilities. The **CITIES** accept the responsibility to removed debris, weeds, trash and maintain drainage
4. The **CITIES** will maintain the fencing. The **CITIES** will be responsible to timely repair or restore loss and damage of fencing improvements resulting from vandalism, accident or other loss.
5. The **CITIES** will maintain and operate the lighting facilities in accordance with Utah Code Section 72-3-109(f) and Utah Administrative Code R918-6-4. The **CITIES** will be responsible to timely repair or restore loss and damage of lighting improvements resulting from vandalism, accident or other loss. The **CITIES** will assume financial responsibility for the up front and ongoing utility billings for any and all lighting facilities.
6. The **CITIES** will maintain the wall facilities. The **CITIES** will be responsible to timely repair or restore loss and damage of privacy wall improvements between Center Street and 2000 West resulting from vandalism, accident or other loss. The **CITIES** will be responsible for aesthetic appearance and graffiti removal of the noise wall between 1000 West and 2000 West.
7. The **CITIES** will maintain the trail facilities. The **CITIES** will be responsible for the maintenance, repair, and operations of the trail on the north side of SR-193 between Center Street and 2000 West as well as any trail connections within the UTA future rail corridor as per the agreements with UTA. The **CITIES** will be responsible for its aesthetic appearance and any associated landscaping.
8. The **CITIES** will maintain the pedestrian underpass facilities. The **CITIES** will be responsible for minor, non-structural repairs, aesthetic appearance and timely graffiti removal of the pedestrian underpasses at Depot Street and Main Street (UTA trail underpass). The **CITIES** are fully responsible for the structural condition and all maintenance of the Center Street underpass. The **CITIES** will assume financial responsibility for the up front and ongoing utility billings for any and all lighting facilities in these underpasses.
9. Upon execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will make a lump sum payment to **CLEARFIELD CITY** in the amount of three-hundred forty-three thousand dollars (\$343,000) based on the following calculation:

Initial Aesthetic Allowance ^a	\$520,000
Privacy Wall Cost	-\$300,000
Powder Coating Cost	-\$20,000
Irrigation Improvements Cost	-\$27,000
Final Aesthetic Allowance	\$173,000
Maintenance Allowance ^b	\$170,000
Total	\$343,000

^a Initial aesthetic allowance based on PS&E construction estimate in October 2010 of \$52 million and the UDOT aesthetic policy at the time that allowed 1% of the construction amount to be allocated toward aesthetic features.

^b Maintenance allowance was calculated from the project savings achieved by

eliminating 11,300 feet of curb and gutter at a unit cost of \$15 per foot, rounded to \$170,000.

10. Within 30 days from the date of the execution of this **COOPERATIVE AGREEMENT**, the UDOT will make a lump sum payment to **CLEARFIELD CITY** in the amount of Three-hundred Forty-three Thousand dollars and zero cents (\$343,000.00). The **CITIES** agree that Clearfield City will receive the money and the money will be divided according to the agreement among the **CITIES**.

TOTAL TO CLEARFIELD IS \$343,000.00

11. The **CITIES** agree to keep all receipts, contracts, invoices, and documentation related to the expenditure of said funds for a period of three years. **UDOT** reserves the right to audit these records upon 10 days notice to the **CITIES** to ensure all funds have been utilized for the purposes outlined in this agreement. **UDOT** is entitled to reimbursement of any funds not shown to have been utilized for said purposes.
12. This **COOPERATIVE AGREEMENT** may be terminated upon written approval by both parties. If such should occur, within 30 days from the date of termination and if required by **UDOT**, the **CITIES** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so. The **CITIES** understand that the landscaping improvements on the **UDOT** right of way are installed at their own risk and if the landscaping is not maintained or if the right of way is needed for **UDOT's** purposes, the **UDOT** will remove any landscape facilities or plantings without reimbursement to the **CITIES**.
13. The **UDOT** and the **CITIES** are governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
14. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
15. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
16. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
17. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
18. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or

provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

19. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written:

ATTEST: **CLEARFIELD CITY CORPORATION**, a Municipal Corporation of the State of Utah

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

(IMPRESS SEAL)

ATTEST: **SYRACUSE CITY CORPORATION**, a Municipal Corporation of the State of Utah

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

(IMPRESS SEAL)

ATTEST: **WEST POINT CITY CORPORATION**, a Municipal Corporation of the State of Utah

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION LANDSCAPE ARCHITECT

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

Executed as of the day and date above.

SYRACUSE CITY

Mayor Terry Palmer

ATTEST:

City Recorder, Cassie Brown

APPROVED AS TO FORM:

City Attorney, Clint Drake

Executed as of the day and date above.

WEST POINT CITY

Mayor
ATTEST:

APPROVED AS TO FORM:

City Attorney

City Council Staff Report

Subject: Price Estates 1 Lot Subdivision
Author: Boyd Davis
Department: Community Development
Date: May 6, 2014



Background

Darin Price has purchased a vacant parcel of property located at 3989 W. 800 N. and would like to convert it to a building lot. He is also combining it with some additional property to the south to make the lot large enough for the proposed house. He has submitted the plat and an application for a 1 lot subdivision. The Planning Commission has granted approval and he is now seeking final approval from the City Council.

Analysis

Staff has reviewed the plat and has given some comments to the developer and his surveyor. The review letter is attached to this report. There are no major issues that would prevent approval. We anticipate that these items will be addressed before the City Council Meeting.

In addition to approval of the plat, the owner is seeking approval from the City Council to purchase water from the City to satisfy the culinary water requirement. The owner does not own or have access to water shares. As this is a single lot and the water requirement is not very much, the City will be able to supply the water from the excess contract water that we currently own. The fee will be based upon a typical 12,000 SF lot as has been done on other water purchases in the past. It is calculated as follows:

$$12,000 \text{ SF} / 43,560 \text{ SF per acre} = 0.28 \text{ acres}$$

$$0.28 \text{ acres} \times 1 \text{ acre-ft per acre} = 0.28 \text{ acre-ft}$$

$$0.28 \text{ acre-ft} \times \$3,800 = \mathbf{\$1,064}$$

Recommendation

Staff recommends approval of the plat and the water purchase.

Significant Impacts

None

Attachments

Engineer's Review Letter, Plat

MEMORANDUM

To: Great Western Surveying

From: Boyd Davis, P.E.

cc: West Point City Planning Commission

RE: PRICE ESTATES ONE LOT SUBDIVISION

Date Plans Received: April 20, 2014

Date Reviewed: April 23, 2014

I have completed a review of the final plan for the subject subdivision and offer the following comments for your review:

1. Plat

- a. Include the road dedication and the lot in one boundary description. See the attached example.
- b. The boundary description is included twice. It does not need to appear in the surveyor's certificate.
- c. Remove the line from the acknowledgement that says "in and for said county of Davis, in said state of Utah". Also remove the underline just before the number 2.
- d. Put an address label on the lot with the number 3989 W.
- e. Put a label on the lot stating "Lot 1"
- f. Put a note on the plat that the subdivision is located in land drain zone D and basements are allowed.
- g. Include West Point City in the title at the top of the page just before Davis County.
- h. Show the size of the lot in both square feet and acres.
- i. The property to the south that is being included in the lot is under different ownership. The owners of that property will need to sign the plat as well. Please include signature lines for each individual that will sign the plat with their name typed below the line. Also include an acknowledgement for each individual.
- j. Put the following note on the plat:

MANY AREAS IN WEST POINT CITY HAVE WATER PROBLEMS DUE TO A SEASONALLY HIGH (FLUCTUATING) WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT ANY BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS. SOLUTION OF THESE PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.

2. Streets
 - ✓ A street cut permit will be required for the contractor.

3. Culinary Water
 - a. Water shares will be required before recording the plat.
 - ✓ Written approval from the North Davis Fire District is required.
 - ✓ Show the proposed location of the water meter and the service lateral. This can be done on the plat or on a separate drawing.

4. Secondary Water
 - ✓ Written approval from the Davis & Weber Counties Canal Co. is required.
 - ✓ Show the location of the secondary water connection on the lot.

5. Sanitary Sewer
 - ✓ Show the location of the proposed sewer lateral.

6. Storm Drainage
 - ✓ No comments

7. Irrigation
 - ✓ No comments.

8. Land Drainage
 - a. Note on the plat that the lot is located in zone D and that basements are allowed.

9. Grading Plan
 - a. Submit a grading plan that indicates the elevations of the corners of the lot. The plan must show how the lot will drain and the location that it will drain to.

10. Others
 - ✓ None.

PRICE ESTATES SUBDIVISION

SOUTHWEST QUARTER SECTION 32 T5N,R2W, SLB&M
DAVIS COUNTY, UTAH

SURVEYOR'S CERTIFICATE



I, TRAVIS R. GOWER, SYRACUSE, UTAH, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT I HOLD LICENSE NO. 6439364 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HAVE MADE A SURVEY OF THE BOUNDARIES OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT EAST ALONG THE QUARTER SECTION LINE 143 FEET AND SOUTH 24.75 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32 TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 102 FEET; THENCE SOUTH 108.50 FEET; THENCE WEST 102 FEET; THENCE NORTH 108.50 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT EAST ALONG THE QUARTER SECTION LINE 245 FEET AND SOUTH 133.25 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE GARY PRICE PROPERTY (14-047-0003); RUNNING THENCE SOUTH 100.24 FEET; THENCE WEST 102 FEET; THENCE NORTH 100.24 FEET TO THE SOUTH LINE OF SAID PRICE PROPERTY; THENCE EAST 102 FEET TO THE POINT OF BEGINNING.

I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS EFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES; THAT NONE OF THE VISIBLE IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY ENCRUSH UPON ADJOINING PROPERTIES; AND THAT NO VISIBLE IMPROVEMENTS, FENCES OR EAVES OF ADJOINING PROPERTIES ENCRUSH UPON THE SUBJECT PROPERTY EXCEPT AS SHOWN.

I ALSO FURTHER CERTIFY THAT THIS PLAT DOES NOT PURPORT TO DISCLOSE OVERLAPS, GAPS, OR BOUNDARY LINE DISPUTES OF THE PROPERTY SURVEYED WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OF THE ADJOINING PROPERTIES, NOR DOES IT PURPORT TO DISCLOSE OWNERSHIP OF OR CLAIMS OF EASEMENTS OR ENCUMBRANCES UPON THE PROPERTY SURVEYED.

TRAVIS R. GOWER, PLS #6439364

DATE

AS SURVEYED DESCRIPTION

BEGINNING AT A POINT S 89°54'42" E 245 FEET AND S 00°05'18" W 33.00 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 32 TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN; THENCE S 00°05'18" W 200.49 FEET; THENCE N 89°54'42" W 102 FEET; THENCE N 00°05'18" E 200.49 FEET; THENCE S 89°54'42" E 102 FEET TO THE POINT OF BEGINNING.

ROAD DEDICATION

BEGINNING AT A POINT EAST 245 FEET AND SOUTH 24.75 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 32 TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 8.25 FEET; THENCE WEST 102 FEET; THENCE NORTH 8.25 FEET; THENCE EAST 102 FEET TO THE POINT OF BEGINNING.

OWNERS DEDICATION

KNOWN ALL MEN BY THESE PRESENTS I/WE THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED TO SUBDIVIDE HEREFTER KNOWN AS

PRICE ESTATES SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF I/WE HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____ 2014.

DARIN PRICE

AMBER PRICE

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF DAVIS

JSS.

ON THE _____ DAY OF _____ 2014, DARIN & AMBER PRICE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED THE OWNERS DEDICATION, _____ 2 IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____.

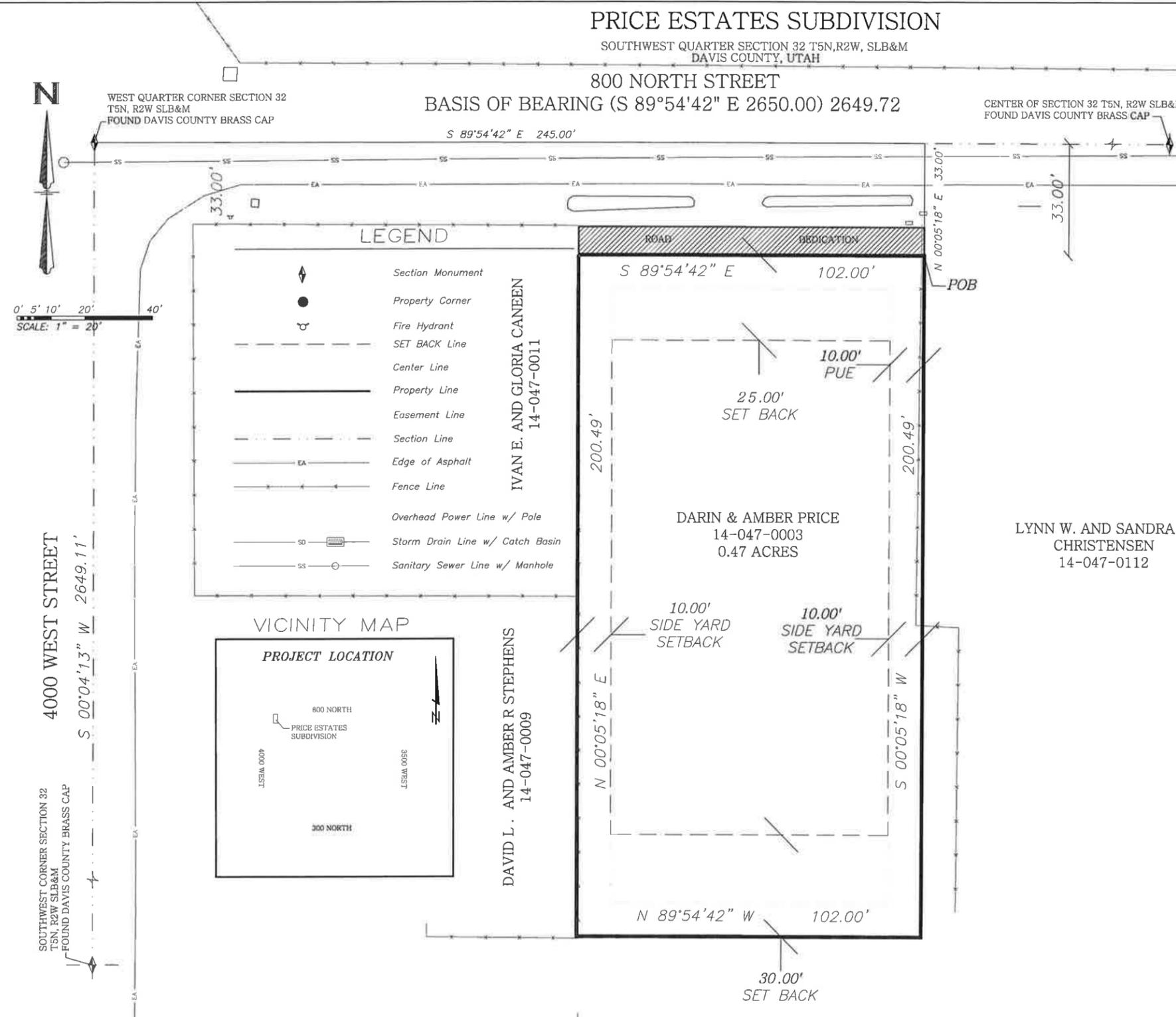
NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

GENERAL NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN FOUND BRASS CAP MONUMENTS OF THE WEST QUARTER CORNER SECTION 32 AND THE CENTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT. (S 89°54'42" E)

2. ALL COURSES SHOWN IN PARENTHESIS ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTIONS OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.

3. THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

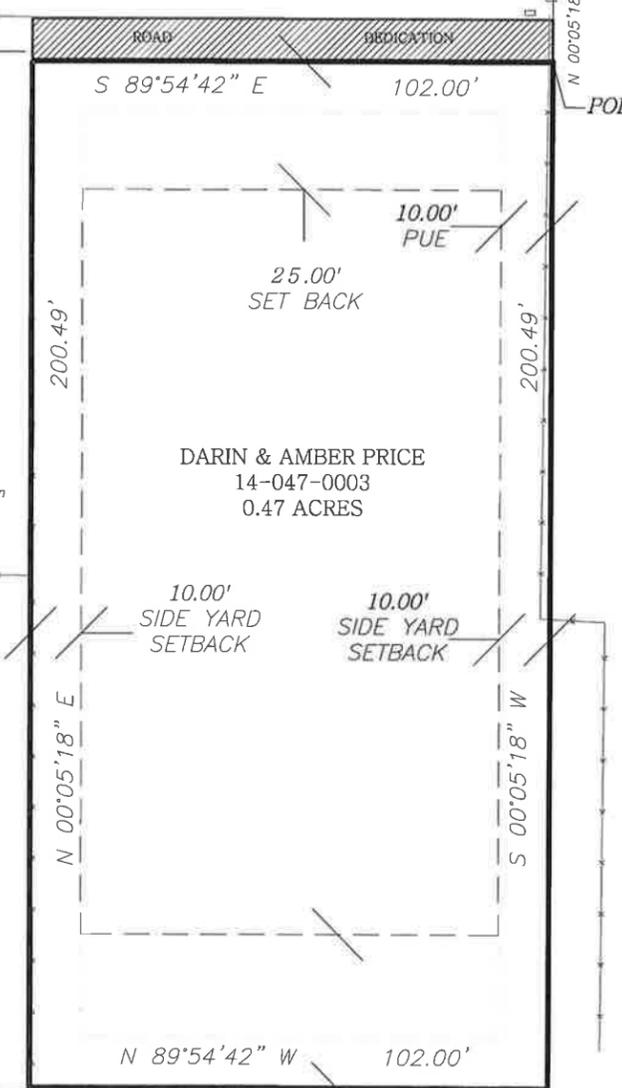
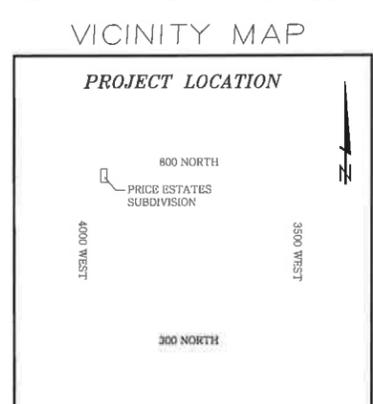


LEGEND

- Section Monument
- Property Corner
- Fire Hydrant
- SET BACK Line
- Center Line
- Property Line
- Easement Line
- Section Line
- Edge of Asphalt
- Fence Line
- Overhead Power Line w/ Pole
- Storm Drain Line w/ Catch Basin
- Sanitary Sewer Line w/ Manhole

IVAN E. AND GLORIA CANEEN
14-047-0011

DAVID L. AND AMBER R STEPHENS
14-047-0009



CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____ 2014
BY THE WEST POINT CITY ATTORNEY.

WEST POINT CITY ATTORNEY.

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____ 2014
BY THE WEST POINT CITY PLANNING COMMISSION

CHAIRMAN WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____ 2014
BY THE WEST POINT CITY ENGINEER.

WEST POINT CITY ENGINEER.

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____ 2014
BY THE WEST POINT CITY COUNCIL.

CITY RECORDER. MAYOR.

JOB NO:	14-400
DATE:	4/19/2014
SCALE:	1"=20'
DRAWN:	TRG
CHECKED:	CHECKED
DESIGNED:	DESIGNED

PRICE ESTATES SUBDIVISION

PREPARED FOR: DARIN & AMBER PRICE
3989 WEST 800 NORTH
WEST POINT, UTAH

LOCATION: SOUTHWEST QUARTER SECTION 32 T5N,R2W, SLB&M

DAVIS COUNTY RECORDER

ENTRY NO. _____ FBE.

PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 2014

AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER.
BY _____
DEPUTY RECORDER.

City Council Staff Report



Subject: Personnel Policies & Procedures
Author: Kyle Laws
Department: Executive
Date: May 6, 2014

Background

We have been making a few changes to the Personnel Policies & Procedures and have been held up on the Employment Classifications section. There were some concerns about how the part-time classifications were written and it has taken a while to figure out the best solution. We have talked with Heidi Leithead, an attorney who specializes in HR Law, and feel comfortable now with the language.

The City Attorney, Felshaw King, has also reviewed these policies.

Analysis

As with the other discussions, to help facilitate discussions, I have used different text colors to show the changes that have been made.

- Language in **black** is language that has been reviewed with no further changes being recommended by the Council or Staff.
- Language in **red** are changes or follow up items discussed at previous meetings where the Council recommend a change be made or research be done. The red text is the new recommended language.

There are only a couple of changes and those mainly deal with the number of hours allowed to work based on the classification for part-time employees. This is important because the number hours an employee works will determine what benefits, if any, an employee receives.

The other changes to this section deal with when a Bureau of Criminal Identification background check is required for volunteers. Language has been added to require the background check for all volunteers who work directly with children, youth, or seniors.

We will go through the document and discuss each of the sections that include changes mentioned above in red text.

Recommendation

Staff recommends Council approve Resolution 05-06-2014A adopting personnel policies and procedures relating to employment classifications.

Significant Impacts

There are no significant impacts at this time.

Attachments

Personnel Policies & Procedures: Employment Classifications, Compensation, and Leaves
Resolution 05-06-2014A

Personnel Policies & Procedures: Employment Classifications

EMPLOYMENT CLASSIFICATIONS

Employment Status - All employees shall be classified as one of the following:

- a. Full-time/Regular: An employee hired to work a minimum of 40 hours per week or applicable full-time work schedule, and eligible for City benefits.
- b. Part-time/Regular:
 - 1) Benefited - An employee hired to work a minimum of 30 hours per week on a regular, year-round basis, and eligible for City benefits.
 - 2) Partial Benefited - An employee hired to work **between 20 -29** less than 30 hours per week (maximum of 1,560 hours per year) on a regular, year-round basis, are at-will, and eligible for some reduced City benefits, as explained in the Compensation, Leaves, & Benefits section of this manual.
 - 3) Non-Benefited - An employee hired to work less than **20** 30-hours per week (~~1,560~~ **maximum 1,020** hours per year) on a regular, year-round basis, are at-will, and not eligible for City benefits.
- c. Seasonal/Intern: An employee hired to work up to 40 hours per week to a maximum of 1560 hours during a rolling year (from hire date), are at-will, and not eligible for City benefits. Seasonal employees are normally employed for up to six (6) months but may be employed for up to twelve (12) months provided they do not exceed 1560 hours during the rolling year.
- d. Volunteer: Any person who donates service without pay or other compensation.
 - 1) Department Directors shall provide required volunteer information to the human resources division, prior to the rendering of any volunteer services, to ensure worker's compensation and liability coverage, **and a Bureau of Criminal Identification (BCI) background check when applicable.**
 - i) **BCI background checks are required for all volunteers who work directly with children, youth, or seniors (including but not limited to coaches, Youth City Council advisors, Miss West Point Pageant advisors, and senior program volunteers).**

RESOLUTION NO. 05-06-2014

**A RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES
RELATING TO EMPLOYMENT CLASSIFICATIONS FOR WEST POINT CITY**

WHEREAS, West Point City, a Municipal Corporation, 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, the City desires to adopt personnel policies and procedure; and

WHEREAS, the West Point City Council has reviewed the personnel policies and procedures as attached hereto, specific to employment classifications;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the West Point City Council that the personnel policies and procedures, attached hereto, are hereby adopted, and shall be effective immediately upon passage.

PASSED AND ADOPTED this 6th day of May, 2014.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Misty Rogers, City Recorder



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
April 15, 2014**

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

Administrative Session
6:00 PM

Minutes for the West Point City Council Administrative Session held April 15, 2014 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 Gary Petersen, Council Member Jerry Chatterton, Council Member Andy Dawson, Council Member Kent Henderson, and Council Member Jeff Turner

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Asst. City Manager; Paul Rochell, Public Works Director; Evan Nelson, Administrative Services Director; and Misty Rogers, City Recorder

Mayor Craythorne welcomed the Council and Staff; he then turned the time over to Mr. Nelson.

1. Quarterly Financial Report – Mr. Evan Nelson

Mr. Nelson stated 75% of 2014 Fiscal Year has elapsed (July 2013 – March 2014). Mr. Nelson then presented the Quarterly Financial Report to the Council.

Revenues & Expenditures - Mr. Nelson stated in most cases, revenues exceed the expenditures.

- Capital Projects – The Capital Projects Fund should balance at the end of Fiscal Year 2014 as it is financed by fund balance.
- Special Revenue Fund – The Special Revenue Fund exceeds the projected fund balance due to the increased number of building permits. Some of the impact fees collected must be passed to other entities such as the North Davis Sewer District and the North Davis Fire District. The FY2014 budget will be amended to account for the increases in revenues and expenditures.
- Debt Service – The debt service obligation for West Point City Hall has been completed for FY2014. Mr. Laws informed the Council that bids were received for the refunding of the Excise Tax Revenue Bond, Series 2014 and West Point City received an interest rate of 1.99%. He then stated the City will receive a savings of approximately \$46,000 in a lump sum savings the first year. Mr. Nelson stated that Key Bank is the bond holder for the Excise Tax Revenue Bond, Series 2014.

Council Member Chatterton asked if the Debt Service Fund Report shows the FY2014 payment for the Blair Dahl Park. Mr. Nelson stated no, as the Debt Service Fund is only the West Point City Hall debt. He then stated payments for the Blair Dahl Park are paid out of the Capital Projects Fund with General Fund Surplus dollars.

Council Member Turner asked how the Blair Dahl Park received its name. Mayor Craythorne stated several years ago, West Point City purchased property for a Park from Mr. Blair Dahl. In the hopes of having a park named in his behalf, Mr. Dahl donated approximately \$10,000 to the City to assist with the installation of the future park. It was then decided that the park should be named the “Blair Dahl Park”.

Council Member Turner asked if the City sought out the property owned by Mr. Blair Dahl. Mayor Craythorne stated approximately six or seven years ago the economy was thriving. West Point City and several developers were interested in the purchase of Mr. Dahl's property. Mayor Craythorne stated that West Point City and Mr. Dahl entered into an agreement for the purchase of the property. As the economy began to fail, and the Dahl family continued to work with West Point City and restructure payments.

Council Member Petersen stated that Mr. Dahl assisted West Point City by significantly reducing the original purchase price of the property. He then stated when the City purchased the property from Mr. Dahl; the majority of parcels of land below the Bluff had preliminary plans submitted to the Planning Commission for development. Council Member Petersen stated because of the projected outlook of area at the time, the property was purchased for a future park.

Council Member Turner stated he is supportive of the property purchase, he was only curious as to how the City obtained the property.

Council Member Petersen stated the future Blair Dahl Park consists of approximately 20 acres and adjoins an additional 10 acres of property owned by Davis County.

- General Fund Expenditures – The majority of departments are under budget or close to budget. All departments should fall in line at the end of FY2014.

Mr. Nelson then presented the FY2014 detailed report and balance sheet to the Council. He stated at the end of March 2014, West Point City had approximately \$6.3 million in combined cash accounts. Mr. Nelson stated the General Fund balance sheet can be seen in positive numbers. He then recommended all the balance sheets and reports provided be reviewed by the Council.

Council Member Dawson stated that he was unaware that West Point City receives a State Liquor Allotment. Mr. Nelson stated the funds collected from the State Liquor Allotment are sent to Davis County. Mr. Laws further clarified that the Law Enforcement Contract between West Point and Davis County requires that the City give the County all funds collected from the State Liquor Allotment.

Council Member Dawson asked which fund supports the fees associated with Utah League of Cities & Towns. Mr. Laws stated the ULCT training is funded through the Training and Education account. He then stated each department has its own training budget available.

Council Member Dawson asked if the City provides tuition reimbursement. Mr. Laws stated yes, tuition reimbursement is available for employees who seek additional education. Mr. Rochell stated in the past, employees have had the opportunity to utilize the tuition reimbursement benefit.

Mr. Nelson stated the outlook for the FY2014 Budget for West Point City is good.

On behalf of the Council, Mayor Craythorne thanked Mr. Nelson for his report.

2. Discussion of Pheasant Creek Wetlands Area Between Phase I and II – Mr. Boyd Davis

Mr. Davis stated the Pheasant Creek Subdivision is located at approximately 4350 West between 1300 North and 1800 North and is split into two phases, with an open area between Phase 1 and Phase 2. The open area between Phase 1 and Phase 2 has previously been dedicated to West Point City for the use of a park and detention pond.

Over the past several years, the open area has become a popular location for illegal dumping and other illegal activities. Fencing material such as vinyl, chain-link, and barbed wire have been installed around the area and near the sidewalk to provide protection for the detention ponds and to alleviate the illegal dumping, and other illegal activities.

Mr. Davis stated sections of the property line have been fenced, but gaps exist because of ditches and large trees which prevent fencing.

Mr. Davis stated West Point City Code requires fencing between subdivisions and “abutting” agriculture property. The Agriculture property owner is responsible to protect the subdivision fence by installing either a “barbed wire” fence or “hot-wire” fence to protect either the chain-link or vinyl fence.

Mr. Davis informed the Council that when installing the fencing between Phase 1 and Phase 2, Staff agreed not to place the fencing on the property line. They felt that installing fencing near the sidewalk would be more beneficial as it would provide protection to the detention pond, assist with the illegal dumping and activities, and prohibit people from entering the agriculture area.

Mr. Davis stated that Mr. Lynn Kirkman runs cattle on property adjoining to the open space between Pheasant Creek Phase 1 and Phase 2. Mr. Kirkman claims that West Point City did not require the fencing to be installed on the property line as required by City Code. Mr. Davis stated that is true, the fencing was not installed on the property line. However, the idea of fencing be installed at the sidewalk would serve the same purpose. The fence installed by the City is meant to keep people out and the fence installed by the farmer is meant to keep cattle in.

Mayor Craythorne stated Mr. Kirkman believes the West Point City Code requires fencing between an Agriculture area and a Subdivision. Therefore, Mr. Kirkman has requested the City install a chain-link fence on the property line, including the areas in which gaps currently exist.

The developer of the Pheasant Creek Subdivision has been released from warranty; therefore, if the Council approves the installation of the chain-link fencing, West Point City will be responsible for the costs associated with the fencing. Mr. Davis stated standard practice has been to allow either chain-link or vinyl fencing. But because of the location of the fence, chain-link is the most viable option for fencing.

Mayor Craythorne stated over the past several years, he and Mr. Davis have discussed several concerns with Mr. Kirkman. Approximately one month ago, Mayor Craythorne and Mr Kirkman visited the Pheasant Creek Subdivision to view and discuss Mr. Kirkman’s concerns with the current fencing. Mayor Craythorne stated that he felt that the items in which he and Mr. Kirkman had discussed should be discussed by the Council.

Mayor Craythorne stated he understands both the views of Mr. Kirkman as well as City Staff. Separating the Agriculture use from the Subdivision is critical, both interests must be protected.

Mr. Laws informed the Council that the chain-link fencing on the north of the property was installed approximately one year ago.

Council Member Dawson stated the open area between Pheasant Creek Phase 1 and Phase 2 is wetlands, not necessarily part of the subdivision.

Council Member Petersen & Mayor Craythorne stated the open area between Phase 1 and Phase 2 (the wetlands) is part of the subdivision plat; this makes the open space part of the subdivision.

Council Member Henderson stated under the original plat, Higley owned the property. But, when the property was given to the City the purpose changed.

Mayor Craythorne stated the open area being discussed will likely never be developed as it is wetlands.

Mayor Craythorne stated when the Council discussed fencing the area several years ago; the Council discussed viable options for fencing materials. He stated that both of the property owners are responsible for the fencing of the area to assist with the safety of the public.

Council Member Dawson recommended removing the fencing and sale the property to Mr. Kirkman or another abutting property owner for their cattle.

Council Member Petersen asked what the Council envisions for the open area located between Phase 1 and Phase 2 of the Pheasant Creek Subdivision.

Mayor Craythorne stated there are several gaps and inconsistencies within the fencing due to previously planned trails as well as other reasons. He then stated as we look back several items with regards to the Pheasant Creek Subdivision should have been done differently, including the approval of the subdivision. Mayor Craythorne stated there are several homes within the subdivision which have two or three sump-pumps running constantly.

Mayor Craythorne stated that Mr. Kirkman is concerned for the safety of the public, as he believes the fencing installed by the City isn't adequate.

Council Member Henderson stated it is the responsibility of the cattle owner to install fencing to keep his cattle in.

Mayor Craythorne agreed, proper fencing is the responsibility of the property owner; however West Point City may be responsible for the fencing the area as required in City Code. He then stated several items will need to be completed before fencing could occur. He again stated the concerns of Mr. Kirkman should be considered by the Council. Mayor Craythorne stated he would support the Council's decision.

Mr. Laws and Mr. Davis informed the Council that a few large trees exist on the property line and will need to be removed before fencing could occur.

Council Member Petersen stated if the City wishes to keep the property between Phase 1 and Phase 2 of the Pheasant Creek Subdivision, the City will need to determine the best use for the location as well as fence the property.

Mayor Craythorne informed the Council that additional property owned by the City is located adjacent from the currently fenced area. He stated Mr. Rochell and the Public Works Department have been working to clean-up the debris and garbage for the unfenced area.

Council Member Turner stated that Mr. Kirkman may be correct; the fencing may not have been installed in the correct location to meet City Code.

Mayor Craythorne stated that he along with Mr. Davis and Mr. Laws have discussed Mr. Kirkman's concerns. They agreed the Council should be included in the conversation. Mayor Craythorne requested the Council consider fencing the area to comply with City Code.

Council Member Petersen asked how much it will cost the City to fence the open area between Phase 1 and Phase 2 with chain-link. Mr. Davis stated with the removal of trees, installation of pipe, and fencing (approximately 300 feet), it could cost the City between \$6,000 and \$8,000.

Mayor Craythorne stated if the fencing is installed, the cattle owner is responsible to install a "hot-wire" fence on his side of the fence to keep his animals from destroying the chain-link fence. He then informed the Council that Mr. Kirkman had previously installed a field fence on the property line. Mr. Laws stated that Mr. Kirkman recently had bulls break through his field fence, and fortunately the bulls did not break through the vinyl fence and make their way into the subdivision.

Mr. Davis stated that if the chain-link fence is installed, Mr. Kirkman has requested the fabric to be placed on his side of the poles. If the cattle push on the fence, the fence will not rip away from the poles. Mr. Davis then stated if the fence is meant for a future park of the City, the fabric should be on West Point City's side of the poles.

Council Member Petersen recommended the Council discuss this item in a future Administrative Session. He requested the Council consider possible uses for the property. He expressed the need for the property to be improved, as the property needs a significant amount of work.

Council Member Turner stated several months ago, a West Point City resident contacted him to discuss the possibility of the neighborhood working together to create a neighborhood park between Phase 1 and Phase 2 of the Pheasant Creek Subdivision. Council Member Petersen stated Bingham Park was started because of resident and their services.

Mr. Davis stated wetlands exist on the property, however the east side of the property has approximately 1 acre of possible park space available.

Mayor Craythorne asked if the City plans to reroute the slough located on the east side of the property, as there is concern with the distance between the slough and an existing home. Mr. Laws stated that Staff has discussed the possibility.

Council Member Petersen stated if property being discussed were not part of a subdivision plat, the fencing would not be required. But because the property is part of a subdivision plat, the fencing requirement found in City Code may apply.

Mayor Craythorne stated the original developer of the Pheasant Creek Subdivision should have been responsible for the installation of the chain-link fence.

Council Member Dawson asked if the property could either be sold or leased to an abutting property owner. Mayor Craythorne stated the property could not be sold as a City owned detention pond is located on the property. .

Council Member Petersen expressed the need for the Council to consider possible uses for the property.

Mayor Craythorne requested the Council consider Mr. Kirkman's concerns, actions previously taken by Staff, as well as future use of the property. He informed the Council that further discussions will be held in the future.

Council Member Henderson asked who maintains the property located at approximately 550 North 3050 West. Mr. Davis the HOA has agreed to maintain the property, if the City relocates the fence.

Mr. Laws stated because of required budget discussions over the next several months, the Pheasant Creek Wetlands Area will likely be discussed in July.

3. Discussion of "80% of Lots Sold" Rule, West Point City Code, Section 16.05.090 (d)(10) – Mr. Boyd Davis

Mr. Davis stated over the past several Administrative Sessions, Council and Staff have discussed the "80% of lots sold" rule found in West Point City Code. The current code requires a developer to sale 80% of lots before moving on to another phase of the development. The Council suggested amending the Code from 80% lots sold to 50% of building permits must be issued before recording phase 2. A developer will have the ability to submit plans for review at any time.

Council Member Petersen asked if a building permit could be issued before recording of the development. Mr. Davis stated no, the sale of the property and the issuing of a building permit cannot occur until the development has been approved and recorded through the County.

Council Member Chatterton asked how other cities deal with development and subdivision standards. Mr. Davis stated he is unsure.

Mayor Craythorne stated the “80% of lots sold” rule was implemented several years ago because of the vast amounts building and developing which had been occurring. The rule was meant to be a protection to both the City and the developer.

Council Member Petersen expressed gratitude for requiring the “80% of lots sold” rule several years ago as the economy declined. He stated without the rule, the City may have been hit hard. Council Member Petersen stated the current code and the proposed code self-regulate development.

Mayor Craythorne stated in his opinion the proposed amendments are acceptable; however there could be downside to the proposed amendments. He then stated the “80% of lots sold” rule allows a developer to sale lots to another developer or contractor to meet the current rule, allowing the approval and development of the second phase to begin. The proposed language, “building permits have been issued on at least 50 percent of the lots, then the developer may record the plat for the next phase of development.” This language requires that 50% of building permits be issued within a phase before the next phase of the development could be recorded and sold.

Council Member Petersen recommended additional language stating exceptions could be granted as approved by the Council. The Council Members were supportive of the recommendation given by Council Member Petersen.

Mayor Craythorne expressed satisfaction with the proposed language allowing for approval and infrastructure development to occur before the actual recording of the development.

Mr. Davis stated the Council will be asked to approve the following language to section 16.05.090 (D)(10) of the West Point City Code, “building permits have been issued on at least 50 percent of the lots, then the developer may record the plat for the next phase of development.” “The City Council may grant exceptions to these rules if deemed appropriate”.

OTHER ITEMS:

- **Animal Care & Control**

Mr. Laws presented an Activity Report for West Point City from 1/1/2014 to 3/31/2014 from Davis County Animal Care & Control to the Council. The majority of calls received were for “at large” animals. Mr. Laws stated he requested an Activity Report for calendar year 2013, but because of new software programs, Animal Control hasn’t been able to produce the report. He stated detailed reports will be presented to the Council on as they are received from the County.

Council Member Chatterton stated he has recently been contacted by a resident of the City with regards to dogs running loose in the parks. A patron from the park contacted Davis County Animal Control to report the incident and they were told that Animal Control was closed on the weekends. The patron then called the Police Department and the Sheriff’s office and was told that their offices do not work with animal calls; therefore they would need to contact Animal Control on Monday. Mr. Laws stated Animal Control should respond on the weekends, he would contact the County to discuss the issue presented by Council Member Chatterton.

Council Member Petersen asked if Animal Control responds to all calls received over the weekend, or are there calls that are considered not urgent enough for after hour or weekend response. Mr. Laws stated it is his understanding that Animal Control should respond to all calls.

Council Member Petersen asked what types of animals are categorized as an “at large” animal. Mayor Craythorne stated most types of animals could be considered in the “at large” category. Mr. Laws stated reporting also shows “livestock at large”, all other types of animals should be counted as “at large”.

Council Member Dawson asked the meaning of “DMSTC” found on the Activity Report. Mr. Laws stated he is unsure, however in the future he hopes for the Activity Reports to give additional pertinent information as well as descriptions of each subtype.

- Eagle Scout Project – Little Free Library (a book exchange)

Mr. Laws stated a Mr. Stanger; a resident of the City has requested the Council consider approving his Eagle Scout Project. He then stated the project is called the “Little Free Library”, it is a book exchange. Mr. Stanger will build containers and place them at various locations throughout the community, allowing residents to trade books.

Mr. Laws stated he and Mayor Craythorne have discussed the project; however they are concerned with the quality and types of materials that may be deposited into the containers. They also expressed concern with the maintenance and the longevity of the containers. A letter with the concerns has been sent to the Mr. Stanger and he has responded by stating the materials used will include pressure treated wood or a liquid wood treatment.

Council Henderson asked how the “Little Free Library” operates. Mayor Craythorne & Mr. Laws stated container is built and placed in specific locations throughout the community. Residents have the ability to put books into the container and take books out of the container.

The Council stated the idea is good, however they expressed deep concern with upkeep, vandalism, and types of material which may be deposited into the container. The Council stated they did not feel comfortable allowing the “Little Free Library” as an Eagle Scout Project in West Point City.

- 4th of July – Delivering Donuts

Mr. Laws stated on the 4th of July, Krispy Kreme donates donuts for the Council to pass out along the parade route. He then asked the Council if they would like to continue to tradition of passing out donuts.

Council Member Chatterton expressed his desire to continue handing out donuts before the parade, as this is a way for the Council to interact with the residents in the community. He did recommend the Council begin the process earlier.

Council Member Petersen stated the residents enjoy the donuts; however he expressed concern with Staff and Council time constraints.

Council Member Henderson stated he is supportive of the 4th of July donuts; however in the past, he has been involved with the 5K and hasn’t had the opportunity to participate.

Council Member Petersen stated it becomes difficult for Council, Staff, and participants of the 5K run to arrive to the parade early. He stated he supports Council Member Chatterton’s recommendations.

Mayor Craythorne and the Council agreed to hand out donuts along the parade route for one more year.

- Parks & Animals

Council Member Dawson expressed concern with dogs off leashes as well as the lack of animal cleanup in the West Point City parks. He asked if there is anything the City could do to help enforce compliance.

Mr. Laws stated he and his family recently visited a Bingham Park and because of dogs roaming the park and fighting, he and his family left to find another location to play.

Council Member Dawson stated a dog park may be beneficial to the residents of West Point City.

Mayor Craythorne asked if the Council has received many complaints with regards to dogs roaming in parks. The Council stated there has been several and the Mayor Craythorne stated he has only received one complaint.

Council Member Petersen stated dogs in the park are a concern for the patrons of the park.

Council Member Henderson expressed concern with dogs being allowed at the Loy Blake Park during the 4th of July Celebration.

Council Member Dawson recommended a newsletter article be written to inform the residents of the rules with regards to the dogs being allowed on West Point City Property, including parks and trails.

Council Member Dawson recommended the West Point City Ordinance Officer help with compliance, as the Officer can visit the parks on a regular basis.

The Council expressed concern with patrons of the parks and trail not following City Code and requiring their animals remain leashed while on City property.

The Council then adjourned into the General Session.

DRAFT



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
April 15, 2014**

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

City Manager
Kyle Laws

General Session
7:00 pm – Council Room

Minutes for the West Point City Council General Session held April 15, 2014 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 Gary Petersen, Council Member Jerry Chatterton, Council Member Andy Dawson, Council Member Kent Henderson, and Council Member Jeff Turner

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Asst. City Manager; Paul Rochell, Public Works Director; Evan Nelson, Administrative Services Director; and Misty Rogers, City Recorder

VISITORS PRESENT – Reina Perez, Shantel Glover, Kira Kutterer, Austin Evans, Kelsey Ridiny, Rachel Rasmussen, Darrell Mueller, Spencer King, and Darrell

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

Council Member Chatterton – no comment

Council Member Dawson stated at the end of April, he will be attending a conference for the North Davis Sewer Dist.

Council Member Petersen – no comment

Council Member Turner – no comment

Council Member Henderson – no comment

5. **Communications from Staff**

Mr. Laws informed the Council of the following dates:

- May 14, 2014 – Staff & Council Lunch
- June 14, 2014 – Miss West Point Pageant

Mayor Craythorne expressed his gratitude to the Council Members who were able to attend the Utah League of Cities and Towns conference in St. George.

6. **Adoption of Minutes from the April 1, 2014 Council Meetings**

Council Member Dawson motioned to approve the minutes from the April 1, 2014 Council meeting.

Council Member Chatterton seconded the motion.

The Council unanimously agreed.

7. Citizen Comment

Spencer King & Dennis Watt - 4403 West 800 North, West Point City

Mr. King informed the Council that he owns property at 4428 West 800 North. Mr. Watt's stated he and Mr. King would like the Council to consider a rezone for his property to allow for the installation of a tower to bring high speed internet and cell service to the western part of the city.

Mayor Craythorne informed Mr. King and Mr. Watt that during the Citizen Comment period the Council typically will not address those making comment. However, he stated he felt the need to explain the application process to Mr. King and Mr. Watt. Mayor Craythorne stated the installation of a tower requires a Conditional Use Permit.

Mr. Davis stated he has spoken to Mr. King with regards to the installation of a tower. He then stated the West Point City Code outlines that towers are only permitted on commercially zoned property or public property. Mr. Davis stated the property owned by Mr. King does not match the General Plan.

Mayor Craythorne stated because of the zoning and the General Plan, a cell tower could not be installed at the proposed location.

Mayor Craythorne thanked Mr. King and Mr. Watt's for their comment. He then stated the Council has been informed of the tower request and if the Council chooses, they could request that Staff gather additional information and work with Mr. King.

8. Consideration of Ordinance 04-15-2014A, Amending Section 16.05.010 (d)(10) of the West Point City Code, Relative to the 80% of Lots Sold Requirement – Mr. Boyd Davis

Mr. Davis stated amending section 16.05.101 was discussed during the Administrative Session. The "80% of lots" rule requires that 80% of the lots in a phase of development must be sold before the next phase can begin. Staff proposed amending the code to state "building permits have been issued on at least 50 percent of the lots, then the developer may record the plat for the next phase of development." In the pre-meeting, the Council recommended adding "exceptions may be granted by the City Council."

Mayor Craythorne informed those in attendance that the current code does not allow for plans and construction of another phase of a development until 80% of the lots within the current phase have been sold. The proposed change will allow for the developer to submit plans for additional phases of the development to the City for review at any time. However, the recording of the plat cannot occur until 50% of the building permits for the prior phase have been issued.

a. Public Hearing – no comment

Council Member Petersen motioned to close public hearing.
Council Member Dawson seconded the motion.

The Council unanimously agreed.

b. Action

Council Member Petersen motioned to approve Ordinance No 04-15-2014A, an Ordinance amending West Point City Code Section 16.05.090(d)(10), Amending the Rules Regarding Phasing of Subdivisions, with the additional language "exceptions may be granted by the City Council."
Council Member Dawson seconded the motion.

Roll Call Vote

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

The Council unanimously agreed.

Mayor Craythorne thanked the Planning Commission and Staff for their involvement with Ordinance No 04-15-2014A.

9. Consideration of Adoption of Resolution No. 04-15-2014, Amendments to Interlocal Agreement Between Davis County and West Point City for Animal Control Services – Mr. Kyle Laws

Mr. Laws stated the proposed amendments to the Interlocal Agreement between Davis County and West Point City for Animal Control Services had been discussed during the previous Council meeting.

Davis County Animal Care & Control determines the annual amount paid by West Point City by the volume of calls they receive the previous year, therefore the Interlocal Agreement must be amended each year to reflect the amount to be paid for Animal Control Services.

Mr. Laws stated in 2013, West Point City paid Davis County \$20,575 for animal services. Because of the call volume in 2013, the 2014 cost for Animal Control Services has increased to \$22,115. He then stated the only amendments to the Interlocal Agreement between West Point City and Davis County Animal Care & Control is the cost.

Mr. Laws recommended the Council approve Resolution No. 04-15-2014, Amendment to the Interlocal Agreement between Davis County and West Point City.

Council Member Dawson motioned to adoption Resolution No. 04-15-2014, Amendment to the Interlocal Agreement between Davis County and West Point City for Animal Control Services.
Council Member Chatterton seconded the motion.

The Council unanimously agreed.

10. Motion to Adjourn

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

The Council unanimously agreed.

Mayor Craythorne thanked those in attendance.

ERIK CRAYTHORNE, MAYOR DATE

MISTY ROGERS, CITY RECORDER DATE

City Council Staff Report



Subject: Subdivision Warranty – Bartholomew Lane Ph. 2

Author: Boyd Davis

Department: Community Development

Date: May 6, 2014

Background

The Bartholomew Lane Phase 2 Subdivision is located at 1650 N 4500 W. The developer has completed all of the required improvements and is now asking that the subdivision be placed on a 1 year warranty.

Analysis

The 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 subdivision will be placed on a one year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

Recommendation

It is recommended that the City Council place Bartholomew Lane Ph. 2 on a one year warranty

Significant Impacts

None

Attachments

None

