



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
July 7, 2015

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 (Board Room)

1. **Discussion of Resolution No. 07-07-2015A, Supporting the HB 362 (2015) Authorizing a 0.25% Local Option General Sales Tax Dedicated to Transportation, Encouraging the County of Davis to Submit the Proposal to Voters in November 2015 and Encouraging Voters to Support the Proposal** – Mr. Kyle Laws [page 5](#)
2. **Discussion of Road and Sewer Connection to the Clinton Meadows Subdivision** – Mr. Boyd Davis [page 11](#)
3. **Discussion of Final Approval for the Wise Country Meadows Phase 3 Subdivision** – Mr. Boyd Davis [Page 21](#)
4. **Discussion of Resolution No. 07-07-2015C, the Approval of an Interlocal Agreement with Davis County for Services Related to the Tour of Utah** – Mr. Kyle Laws [page 25](#)
5. **Citizen Comment Follow-up** – Mr. Kyle Laws

GENERAL SESSION

7:00 pm (Council Chamber)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer** (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment** (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
7. **Consideration of Approval of Minutes from the June 16, 2015 City Council Meeting** [page 41](#)
8. **Consideration of Resolution No. 07-07-2015A, Supporting the HB 362 (2015) Authorizing a 0.25% Local Option General Sales Tax Dedicated to Transportation, Encouraging the County of Davis to Submit the Proposal to Voters in November 2015 and Encouraging Voters to Support the Proposal** – Mr. Kyle Laws [page 7](#)
9. **Consideration of Resolution No. 07-07-2015B, Amending Section 12 of the Employment Agreement for the City Manager Relating to Vacation Leave** – Mr. Kyle Laws [page 51](#)
10. **Consideration of Resolution No. 07-07-2015C, Approving an Interlocal Agreement between Davis County and West Point City for Services Related to the Tour of Utah** – Mr. Kyle Laws [page 27](#)
11. **Motion to Adjourn**

Posted this 2nd day of July, 2015

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 twenty-four(24) hours prior to the meeting and we will seek to provide assistance.

TENTATIVE UPCOMING ITEMS

Date: 7/21/2015

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Evan Nelson
2. Citizen Comment Follow-up – Mr. Kyle Laws

General Session – 7:00 pm

1. Appointment of Poll Workers and an Alternate for the West Point City Municipal Primary Election.
2. Consideration of Final Approval for the Wise Country Meadows Phase 3 Subdivision – Mr. Boyd Davis
3. Consideration of Resolution No. 07-21-2015A, Interlocal agreement with Clinton City to Provide Sewer Service – Mr. Boyd Davis

Date: 8/4/2015

Administrative Session – 6:00 pm

1. 4th of July Wrap-Up – Mrs. Jolene Kap
2. Discussion of the FY2016 Final Budget – Mr. Evan Nelson
3. Discussion of the Property Tax Rate for the 2015 Taxable Year for West Point City – Mr. Evan Nelson
4. Citizen Comment Follow-up – Mr. Kyle Laws

General Session – 7:00 pm

1. Consideration of Resolution No. 08-04-2015A, Adoption of the 2015 Property Tax Rate for West Point City – Mr. Evan Nelson
 - a. Public Hearing
 - b. Action
2. Consideration of Ordinance No. 08-04-2015A, Adoption of the FY2016 Final Budget and Compensation Schedule for Employees and Officers of the City – Mr. Evan Nelson
 - a. Public Hearing
 - b. Action

Future Items

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Discussion of Cemetery Expansion
3. Building Rental Fees & Policy – Mr. Kyle Laws
4. Interlocal Agreement with Davis County for Property Use West of Blair Dahl Park – Mr. Kyle Laws
5. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws

General Session

1. Consideration of Removing Pheasant Creek Phase 3 from Warranty – Mr. Boyd Davis
2. Consideration of Removing Wise County Meadows Phase 1 from Warranty – Mr. Boyd Davis
3. Appoint Members to the Board of Adjustments

CDRA

1. Consideration of Resolution R**.*-**** An Amendment to the Interlocal Agreement Between the CDRA of West Point and West Point City – Mr. Randy Sant

West Point City 2015 Calendar

January

February

March

April

May

June

July

- 4 Independence Day-Party at the Point
- 6 Independence Day Observed-Closed
- 7 City Council-7pm
- 9 Planning Commission-7pm
- 20 Senior Lunch 11:30am
- 21 City Council-7pm
- 23 Planning Commission-7pm
- 24 Pioneer Day-Closed

August

- 4 City Council-7pm
- 6 Summer Party-5pm
- 13 Planning Commission-7pm
- 18 City Council-7pm
- 21 Senior Dinner-5:00pm
- 27 Planning Commission-7pm

September

- 1 City Council-7pm
- 7 Labor Day-Closed
- 10 Planning Commission-7pm
- 15 City Council-7pm
- 21 Senior Lunch-11:30am
- 24 Planning Commission-7pm

October

- 1 Cemetery Cleaning
- 6 City Council-7pm
- 8 Planning Commission-7pm
- 14 Council/Staff Lunch-11:30am
- 16 Halloween Carnival-7pm
- 19 Senior Lunch-11:30am
- 20 City Council-7pm
- 22 Planning Commission-7pm

November

- 3 Election Day
- 7 Flags on Veteran's Graves YC
- 11 Veteran's Day-Closed
- 12 Planning Commission-7pm
- 16 Senior Lunch-11:30am
- 17 City Council-7pm
- 26-27 Thanksgiving-Closed

December

- 1 City Council-7pm
- 4 Christmas Party-7pm
- 7 City Hall Lighting Ceremony-6:00 pm
- 10 Planning Commission-7pm
- 15 City Council-7pm
- 18 Cemetery Luminary-4pm
- 21 Senior Lunch-11:30am
- 24-25 Christmas-Closed

January 2016

- 8-9 Council Retreat

City Council Staff Report

Subject: Support for HB 362 Local Option Sales Tax
Author: Kyle Laws
Department: Executive
Date: July 7, 2015



Background

During this last Legislative Session, HB 362 was passed. HB 362, sponsored by Rep. Johnny Anderson and Sen. Al Jackson, is a comprehensive approach to addressing part of the funding shortfall identified in Utah's Unified Transportation Plan. The bill reforms the state motor-fuel tax and authorizes a local option transportation sales tax to allow for priority investments in roads, transit, and active transportation facilities at the local level. It will help Utah preserve our current infrastructure and accommodate our projected population growth.

Analysis

There are two main provisions in the bill:

1. **Gas Tax Reform:** The bill converts the current 24.5 cents-per-gallon state gas tax to a 12% sales tax on the statewide average rack price of fuel. Due to inflation the motor-fuel tax has lost 40% of its buying power since 1997—effectively making a 24.5 cents-per-gallon tax in 1997 worth only 14.7 cents-per-gallon today. To limit potential price volatility the tax is applied to fuel prices with a floor set at \$2.45/gallon and a fixed ceiling of \$3.33/gallon. The motor-fuel tax reform takes effect January 1, 2016, and local governments can expect an increase to their B&C allocation in March or April.
2. **Local Option Transportation Sales Tax:** This provision is particularly important to Utah's cities and towns, as it gives local governments the tools they need to address their transportation needs. Counties are authorized to enact a 0.25% general sales tax for transportation subject voter approval. In areas with transit service, the funds would be allocated as follows:
 - 0.10% to the transit provider
 - 0.10% to cities, towns, and unincorporated county areas
 - 0.05% to the county

The revenue can be spent as follows. First, the municipal portion of the motor fuel tax reform and increase must be spent within class C right-of-ways according to existing law on class C revenues. Second, the local option sales tax may be spent on a larger range of transportation infrastructure. The municipal 0.10% portion may be spent on a class C road,

pedestrian safety facility, active transportation facility, public transit, or multimodal transportation facility.

The attached resolution is to show support for HB 362 and the authorized 0.25% local option sales tax dedicated to transportation, to encourage the County to submit the proposal to voters in November 2015, and to encourage voters to support the proposal.

Recommendation

Staff recommends the Council pass Resolution 07-07-2015A supporting the HB362 authorized 0.25% local option sales tax dedicated to transportation, encouraging Davis County to submit the proposal to voters in November 2015, and encouraging voters to support the proposal.

Significant Impacts

This proposal, if approved, will provide much needed revenue to West Point City and our growing transportation needs.

Attachments

Resolution 07-07-2015A

RESOLUTION 07-07-2015A

A RESOLUTION OF THE CITY COUNCIL OF WEST POINT CITY, UTAH, SUPPORTING THE HB 362 (2015) AUTHORIZED 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, ENCOURAGING DAVIS COUNTY TO SUBMIT THE PROPOSAL TO VOTERS IN NOVEMBER 2015, AND ENCOURAGING VOTERS TO SUPPORT THE PROPOSAL.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, Utah's population is expected to grow by 2 million residents by 2040; and

WHEREAS, West Point City's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit in addition to traditional roads; and

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance, and

WHEREAS, investing in transportation results in economic development for West Point City and Davis County and accessible good-paying jobs for our residents; and

WHEREAS, improving comprehensive transportation in West Point City and Davis County will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, nearly 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed \$700 million; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and

WHEREAS, the Utah State Legislature recognized the local transportation needs and enacted HB 362 which authorized counties to impose and voters to approve a 0.25% local option general sales tax dedicated to local transportation; and

WHEREAS, West Point City, upon county imposition and voter approval, will receive 0.10 of the 0.25% sales tax to invest in critical local transportation needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH:

SECTION 1. Support the 0.25% Local Option General Sales Tax. The City Council supports the proposed 0.25% Local Option General Sales Tax that the County governing body may submit to voters in November.

SECTION 2. Encourage Submission of Proposal to the Voters of Davis County
The City Council urges the county governing body to submit the 0.25% local option general sales tax dedicated to transportation to the voters of the county for the November 2015 election. The City Council also publicly supports the county governing body in submitting the 0.25% local option general sales tax dedicated to transportation to the electorate of the county.

SECTION 3. Encourage Voters to Enact the 0.25% Local Option General Sales Tax. The City Council encourages voters to carefully consider the potential impact from the 0.25% general sales tax local option and to support the enactment of the 0.25% local option general sales tax because of the potential impact explained below.

SECTION 4. Road and Street Needs in West Point City.
The City has significant traditional transportation needs that the municipal 0.10 portion could address. For example, the city has a backlog of road maintenance projects such as reconstruction, resurfacing and maintenance on many roads throughout the City. The City's road maintenance schedule is available to the public at any time. Adoption of the municipal 0.10 would enable the city to invest in the critical projects that our residents expect.

SECTION 5. Active and Alternative Transportation Infrastructure Needs in West Point City. The City has significant active and alternative transportation needs that the municipal 0.10 portion could address. For example, our residents are demanding improved sidewalks and pedestrian safety modes, enhanced bike lanes, better connectivity with transit, and other modern transportation infrastructure. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced emissions, decreased health care costs, and improved quality of life. Adoption of the municipal 0.10 would enable the city to invest in the critical projects that our residents expect.

SECTION 6. Distribution of this Resolution.
A copy of this resolution shall be sent to the Davis County governing body, the Utah League of Cities & Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of Utah.

SECTION 8. Effective Date. This Resolution shall become effective upon passage.

**APPROVED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH, ON THIS
____ DAY OF _____, 2015**

Mayor: _____
Mayor

Attest: _____
City Recorder

Approved as to form:

City Attorney

City Council Staff Report



Subject: Inter-local Agreement with Clinton City
Author: Boyd Davis
Department: Community Development
Date: July 7, 2015

Background

Clinton City has made a request to enter into an inter-local agreement that would allow West Point City to provide sewer service to a 40-acre area of Clinton City at approximately 2000 North 3500 West. The area is being proposed for residential development, but Clinton City does not have a sewer system in that area. They are requesting permission to connect to West Point City's sewer line on 2000 North in the Derby Acres Subdivision.

This was discussed at the last Council meeting and some concerns and questions were raised about the request. Additional information is included in this report that may answer some of the questions. The developer is also planning to attend the meeting to address the concerns.

Analysis

The existing sewer line in 2000 North is an 8-inch line and has capacity to serve the proposed development. An 8-inch line can serve approximately 400 to 500 homes, which is far more than are proposed.

The proposed agreement states that West Point would provide service and Clinton would collect the monthly service fees, which they will send to West Point. In addition, Clinton will collect the sewer impact fees and send them to West Point City as well. The fees can be adjusted as needed with written notice to the City.

In addition to the sewer agreement, the City Council should consider two other issues. First, the proposed development is also proposing to connect to the street at 2000 North. The end of this street is currently a cul-de-sac. If the street connects at this location, it is recommended that the cul-de-sac be removed and straightened. The cost to do so should be the responsibility of the developer.

Second, there is a riding path easement that crosses the street near the cul-de-sac. As the Derby Acres Subdivision has developed and been improved over the years, the riding path has gone unused and has been blocked in many locations. As it is unused it may be appropriate to release the easement. The other option would be to leave the riding easement in place. The easement can exist on the road, however, there is probably little use for it.

The Council asked the Staff to address the following questions:

- *Is there another option for the sewer connection?*

Yes, there is a North Davis Sewer District line to the north of their property, but it would require an easement across private property and crossing the Davis County Storm Drain Channel.

- *Will there be another access to 1800 North?*
Yes, the access to 1800 North will be complete before the connection is made to 2000 North. The developer expects most traffic to exit to 1800 North.
- *Does Clinton City charge a higher sewer rate to West Point residents?*
Yes, it is approximately \$1 higher. Their explanation is that this covers the amount of property tax that Clinton residents pay that also goes toward the sewer system.

Recommendation

No action is required. This is for discussion purposes only, however any comments or direction from the Council would be appreciated.

Significant Impacts

None

Attachments

Draft Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2015, by and between CLINTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "Clinton", and WEST POINT CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "West Point".

RECITALS

1. Clinton is a municipal corporation of the State of Utah and, as such, is responsible for, among other things, furnishing Waste Water disposal for residents and inhabitants of Clinton.
2. The Service Area, approximately forty-acre (40 acre) area in Clinton that is north of 1800 North and south of the 2050 North Davis County Storm Channel and west of approximately 3250 West and extending west to the Clinton / West Point boundary, also described as the Southwest ¼ of the Northeast ¼ Section 29; Township 5 North; Range 2 West; Salt Lake Base and Meridian is depicted in the attached diagrams.
3. The Service Area can not be developed without a means of removing Waste Water.
4. West Point has developed a waste water system in 2000 North capable of receiving Waste Water from the Service Area in Clinton.
5. The system in 2000 North in West Point has the capacity to receive Waste Water from the Service Area in Clinton.

NOW, THEREFORE,

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

1. Recitals. The recitals of this Agreement are considered part of the Agreement.
2. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.
3. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this agreement to be perpetual, then the term of this Agreement shall be 50 years from its effective date.
4. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Rather, this Agreement is intended to define the responsibilities of the cities and the service area for storm water and waste water. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.
5. Service Area. The approximately forty-acre (40 acre) area in Clinton that is north of 1800 North and south of the 2050 North Davis County Storm Channel and west of approximately 3250 West and extending west to the Clinton / West Point boundary, also described as the Southwest ¼ of the Northeast ¼ Section 29; Township 5 North; Range 2 West; Salt Lake Base and Meridian, can not be developed without a means of removing Waste Water. Refer to attached diagrams and maps.
6. Design of Systems. Clinton will require the developer to design the Waste Water System in Clinton to Clinton City standards. The outflow line of the system will be designed to match with the corresponding system in West Point. On the Clinton side of the service separation line, Clinton will require the developer to install a five-foot (5') manhole in the Waste Water system. The design of the junction of this system at the service separation line will be agreed upon by both Clinton and West Point.

7. Liability. Clinton will be responsible for all infrastructure within the service area within Clinton and West Point will be responsible for all infrastructure within West Point. Each party shall be responsible to maintain, operate, and inspect their respective systems to insure proper function of the infrastructure and flow of the contents of the system.
8. Fees and Charges. Fees and charges will apply to any connection within the Service Area that drains into the System draining into the connection at 2000 North in West Point.
 - a. Clinton agrees to collect and pay the North Davis Sewer District fee for each connection within the Service Area.
 - b. Clinton agrees to collect with each building permit, from the builder, and pay to West Point a one time payment for each residential dwelling building permit issued in the Service Area that connects to the System in an amount equal to the West Point impact fee for waste water of \$241.72.
 - c. Clinton agrees to pay a Wheeling Fee of \$6.70 per month for each residential waste water connection utilizing the System within the Service Area.
 - d. Wheeling Fees may be adjusted by action of the West Point Council and will be collected by Clinton City with 30 days notice provided.
9. Payment. Clinton will make payment of Impact Fees monthly for each month that a permit is issued for the service area. Payment of Wheeling Fees will be paid annually.
10. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

IN WITNESS WHEREOF,

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

Approved and adopted by the Clinton City Council this _____ day of _____, 2015

CLINTON CITY
A MUNICIPAL CORPORATION

L. MITCH ADAMS, MAYOR

ATTEST:

DENNIS W. CLUFF, RECORDER

MICHAEL V. HOUTZ
CLINTON CITY ATTORNEY

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

State of Utah }
 §
County of Davis }

On the ____ day of _____, 2015, personally appeared before me Erik Craythorne, Mayor of West Point City and Misty Rogers, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

Approved and adopted by the West Point City Council this _____ day of _____, 2015.

WEST POINT CITY
A MUNICIPAL CORPORATION

JAY H. RITCHIE, MAYOR

ATTEST:

RICHARD L. DAVIS, RECORDER

FELSHAW KING
WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

State of Utah }
 §
County of Davis }

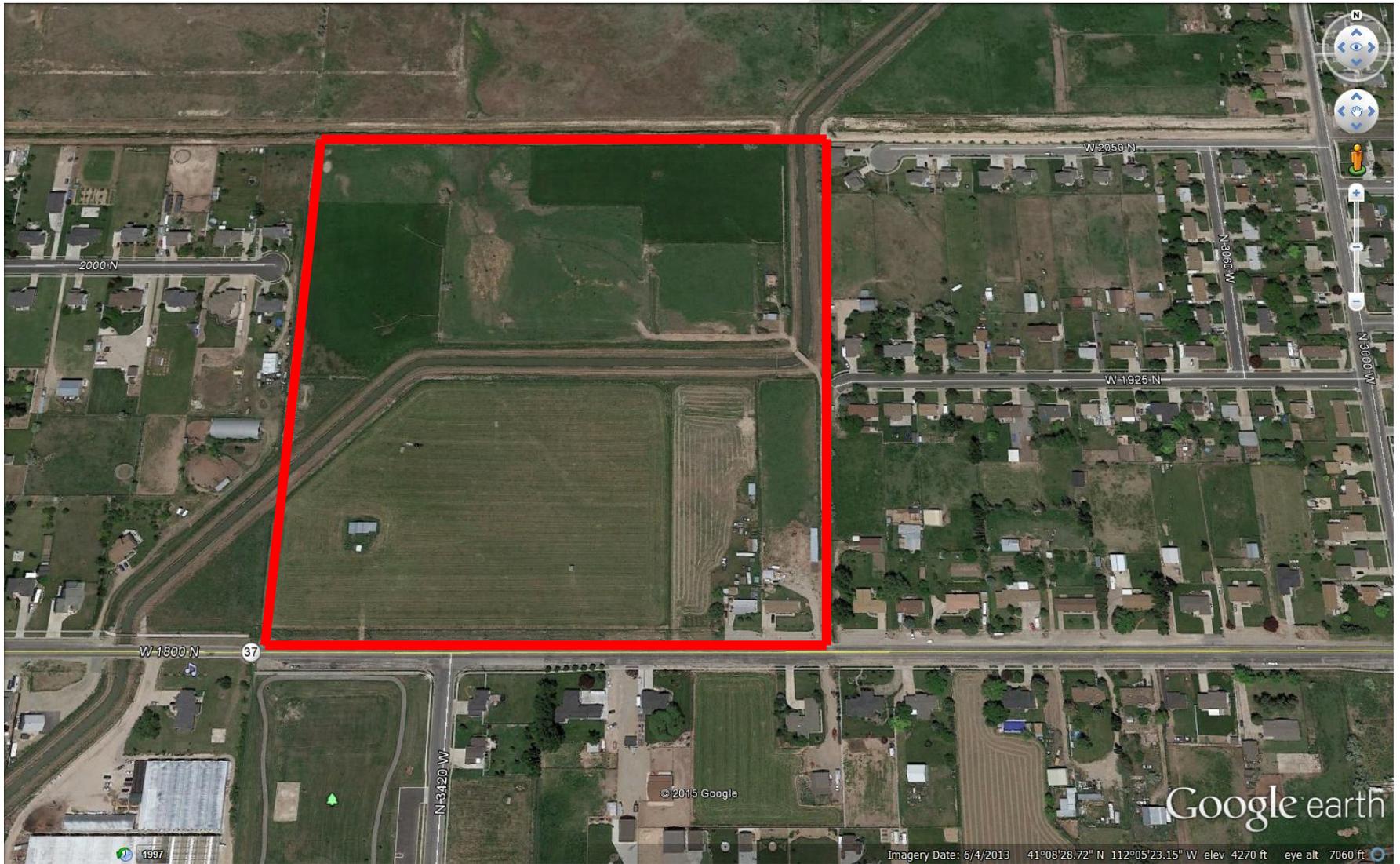
On the ____ day of _____, 2015, personally appeared before me Erik Craythorne, Mayor of West Point City and Misty Rogers, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

NOTARY PUBLIC

COMMISSION EXPIRES _____

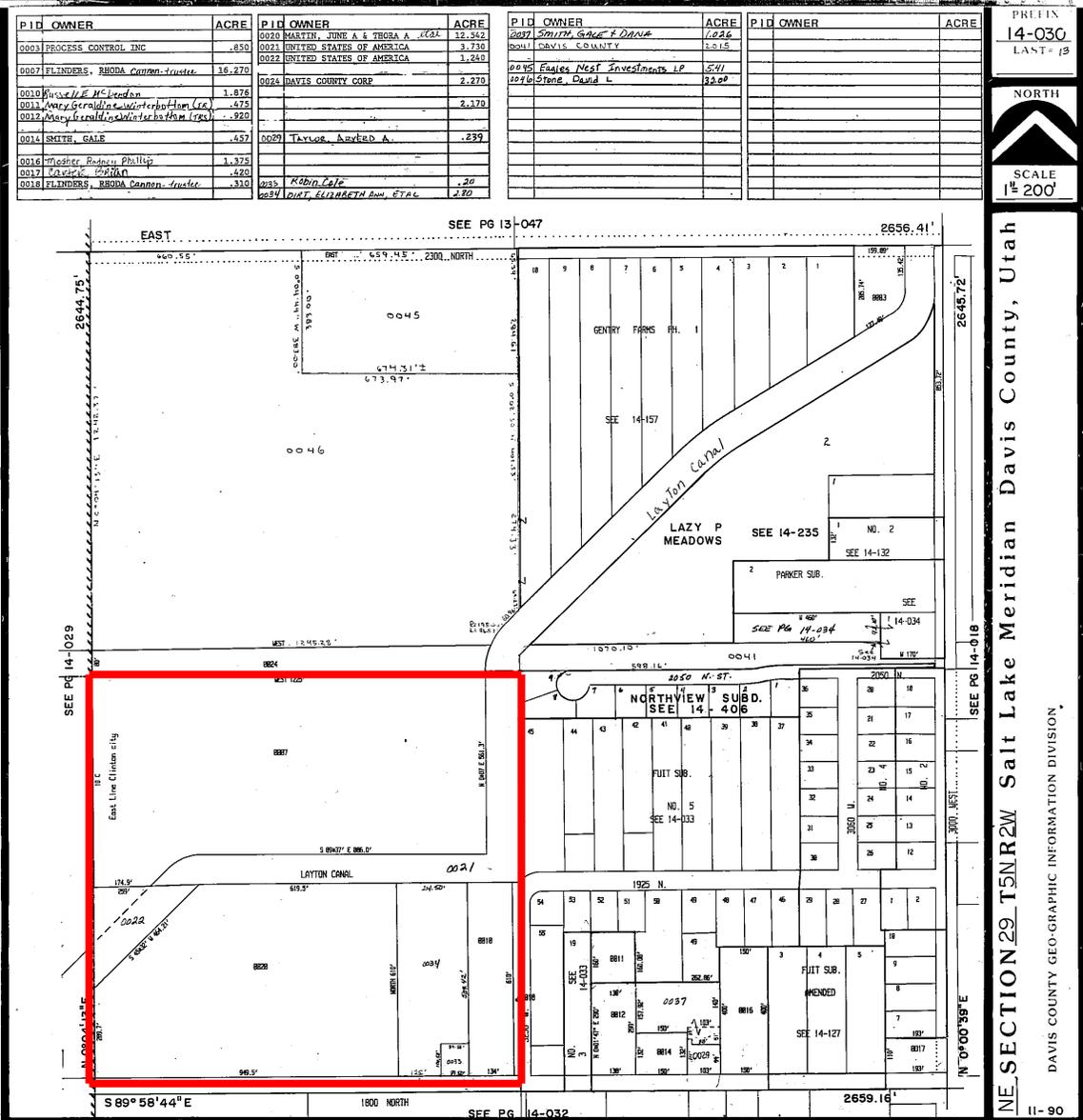
DRAFT

Approximate Service Area



030

14



PID	OWNER	ACRE	PID	OWNER	ACRE	PID	OWNER	ACRE	PID	OWNER	ACRE
0003	PROCESS CONTROL INC	.850	0020	MARTIN, JUNE A & THORA A	12.342	0007	SMITH, GALE F & DANIE	1.026			
0007	FLINDERS, BRODA Cannon Trustee	16.270	0021	UNITED STATES OF AMERICA	3.730	0011	DAVIS, COUNTY	3.015			
0010	Bussell, E McJendon	1.876	0022	UNITED STATES OF AMERICA	1.240	0005	Egales Nest Investments LP	5.711			
0011	Mary Geraldine Winterbottom (tr)	.475	0024	DAVIS COUNTY CORP	2.270	0016	Stone, David L	32.20			
0012	Mary Geraldine Winterbottom (tr)	.920									
0014	SMITH, GALE	.457	0029	TAYLOR, ANDREW A.	.239						
0016	Frederic Rodney Phillip	1.325									
0017	LAZYTON CANAL	.420	003	Robin Cafe	.20						
0018	FLINDERS, BRODA Cannon Trustee	.310	0034	DUNT, ELIZABETH Ann, ETAL	2.20						

PRELIM
14-030
LAST OF 13

NORTH

SCALE
1" = 200'

NE_SECTION 29 T5NR2W Salt Lake Meridian Davis County, Utah

DAVIS COUNTY GEO-GRAPHIC INFORMATION DIVISION

11-90

City Council Staff Report



Subject: Wise Country Meadows Ph. 3 Final Approval
Author: Boyd Davis
Department: Community Development
Date: July 7, 2015

Background

Castle Creek Homes, the developer of the Wise Country Meadows subdivision, has submitted plans for the third phase of the subdivision. All of the improvements in Phases 1 & 2 are complete and several homes are under construction. Phase 3 will be just to the west of Phase 2.

Analysis

Wise Country Meadows Phase 3 contains 5.5 acres and 18 lots. The lots range in size from 9,304 sq. ft. to 16,156 sq. ft. The lots and the streets meet all of the requirements of the zoning code for the R-3 zone.

The improvement plans have been reviewed by staff and most of the comments have been completed. The most significant issues with this subdivision are as follows:

- Some minor corrections need to be made to the plat.
- Show the required fencing on the plans.
- Approval from the North Davis Fire District.
- Approval from the Davis & Weber Counties Canal Co.
- 50% of the building permits must be issued in phase 2. They need pull about 4 more permits.

The Planning Commission granted final approval at their last meeting. It is now up to the City Council to grant final approval.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

Attachments

Plat of property

WISE COUNTRY MEADOWS - PHASE 3

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
WEST POINT CITY, DAVIS COUNTY, UTAH
MAY, 2015



VICINITY MAP
NOT TO SCALE

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 3/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE CENTER QUARTER AND THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS: S89°54'42"E

BOUNDARY DESCRIPTION

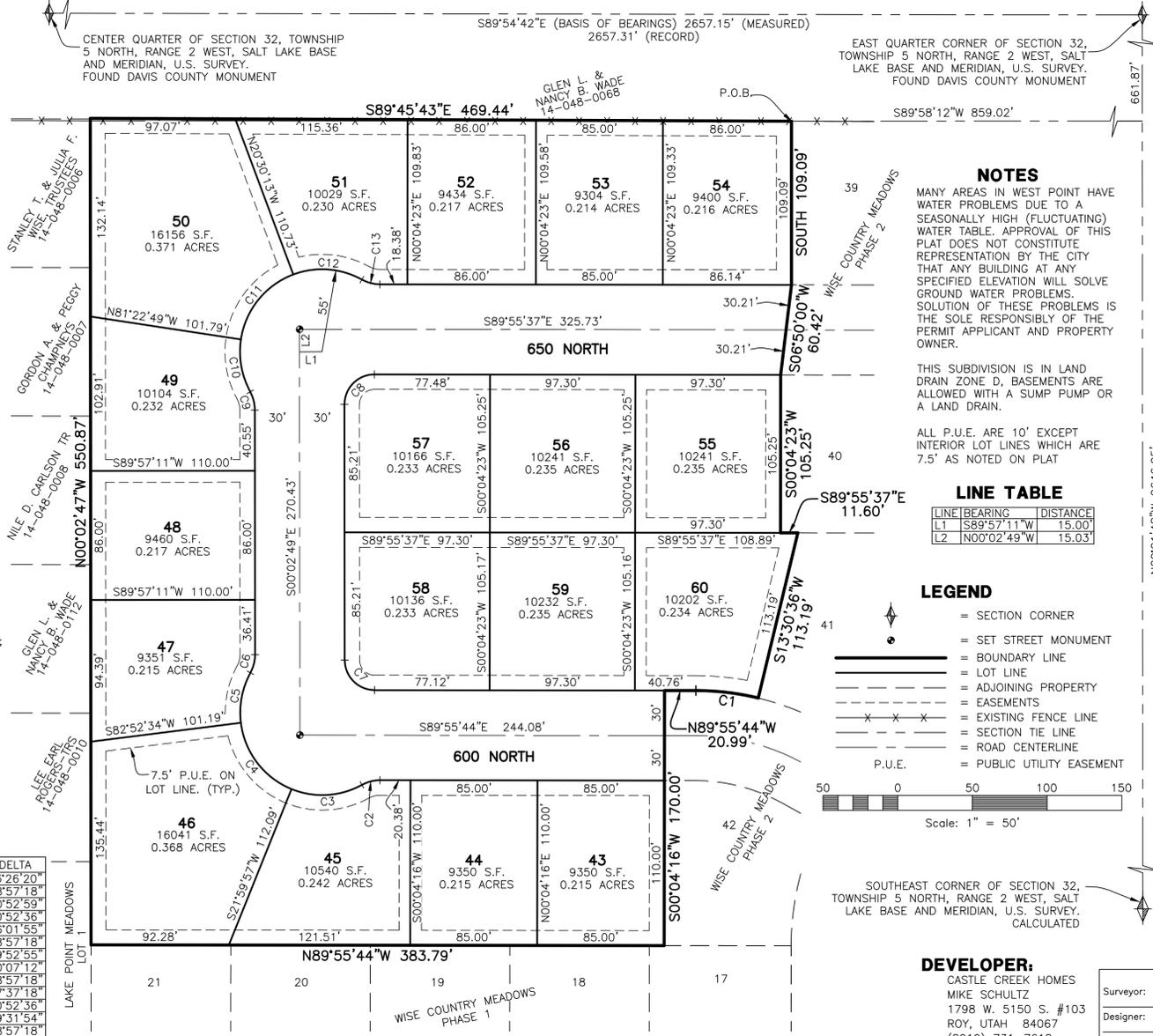
PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 39, WISE COUNTRY MEADOWS PHASE 2, SAID POINT BEING 661.87 FEET N00°01'48"W AND 859.03 FEET S89°58'12"W FROM THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF WISE COUNTRY MEADOWS PHASE 2 THE FOLLOWING EIGHT (8) COURSES: (1) THENCE SOUTH 109.09 FEET; (2) THENCE S06°50'00"W 60.42 FEET; (3) THENCE S00°04'23"W 105.25 FEET; (4) THENCE S89°55'37"E 11.60 FEET; (5) THENCE S13°30'36"W 113.19 FEET; (6) THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 42.22 FEET, A RADIUS OF 180.00 FEET, A CHORD BEARING OF N83°12'34"W, AND A CHORD LENGTH OF 42.12 FEET; (7) THENCE N89°55'44"W 20.99 FEET; (8) THENCE S00°04'16"W 170.00 FEET TO THE NORTH LINE OF WISE COUNTRY MEADOWS PHASE 1; THENCE ALONG SAID NORTH LINE N89°55'44"W 383.79 FEET TO EAST LINE OF LOT 1, LAKE POINT MEADOWS SUBDIVISION; THENCE N00°02'47"W 550.87 FEET; THENCE S89°45'43"E 469.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 241,901 SQUARE FEET AND 5.553 ACRES

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	180.00'	42.22'	42.12'	21.21'	N83°12'34"W	13°26'20"
C2	25.00'	12.63'	12.50'	6.45'	N75°35'37"E	28°57'18"
C3	55.00'	48.84'	47.25'	26.16'	S86°33'28"W	50°52'59"
C4	55.00'	58.44'	55.73'	32.32'	S37°33'45"E	60°52'36"
C5	55.00'	34.59'	34.02'	17.89'	S10°53'31"W	36°01'55"
C6	25.00'	12.63'	12.50'	6.45'	S14°25'50"W	28°57'18"
C7	20.00'	31.37'	28.26'	19.96'	S44°59'16"E	89°52'55"
C8	20.00'	31.46'	28.31'	20.04'	S45°00'47"W	90°07'12"
C9	25.00'	12.63'	12.50'	6.45'	N14°31'28"W	28°57'18"
C10	55.00'	36.11'	35.47'	18.74'	S10°11'28"E	37°37'18"
C11	55.00'	58.44'	55.73'	32.32'	S39°03'29"W	60°52'56"
C12	55.00'	47.55'	46.08'	25.37'	N85°44'18"W	49°31'54"
C13	25.00'	12.63'	12.50'	6.45'	S75°26'56"E	28°57'18"



NOTES

MANY AREAS IN WEST POINT 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.

THIS SUBDIVISION IS IN LAND DRAIN ZONE D. BASEMENTS ARE ALLOWED WITH A SUMP PUMP OR A LAND DRAIN.

ALL P.U.E. ARE 10' EXCEPT INTERIOR LOT LINES WHICH ARE 7.5' AS NOTED ON PLAT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°57'11"W	15.00'
L2	N00°02'49"W	15.03'

LEGEND

- = SECTION CORNER
 - = SET STREET MONUMENT
 - = BOUNDARY LINE
 - - - = LOT LINE
 - - - = ADJOINING PROPERTY
 - - - = EASEMENTS
 - - - X - - - = EXISTING FENCE LINE
 - - - = SECTION TIE LINE
 - - - = ROAD CENTERLINE
 - - - = PUBLIC UTILITY EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- Scale: 1" = 50'

DEVELOPER:

CASTLE CREEK HOMES
MIKE SCHULTZ
1798 W. 5150 S. #103
ROY, UTAH 84067
(801) 731-7618

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF WISE COUNTRY MEADOWS - PHASE 3 IN WEST POINT CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEST POINT CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____
150228
UTAH LICENSE NUMBER ROBERT D. KUNZ
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT WISE COUNTRY MEADOWS - PHASE 3, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____
MIKE SCHULTZ
CASTLE CREEK HOMES

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____, SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.
COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.
COMMISSION EXPIRES _____ NOTARY PUBLIC

PROJECT INFORMATION

Surveyor: R. KUNZ Project Name: WISE COUNTRY MEADOWS PHS 3
Designer: E. ROCHE Number: 3784-44
Begin Date: 05-07-15 Scale: 1"=50'
Checked: _____ Revision: _____

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER _____ DEPUTY.



WEST POINT CITY PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____, 20____
BY THE WEST POINT CITY PLANNING COMMISSION.
CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

WEST POINT CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
WEST POINT CITY ENGINEER DATE

WEST POINT CITY COUNCIL
PRESENTED TO THE WEST POINT CITY COUNCIL THIS THE _____ DAY OF _____, 20____. AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
WEST POINT CITY MAYOR CITY RECORDER

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

City Council Staff Report

Subject: Interlocal Agreement with Davis County (Tour of Utah)
Author: Kyle Laws
Department: Executive
Date: July 7, 2015



Background

In September 2014, the Davis County Council of Governments (COG) submitted a letter of interest to participate in and host the 2015 Larry H. Miller Tour of Utah. That request was granted and the Tour of Utah will take place August 3-9, 2015. This year marks the 11th year of the Tour of Utah and the first time Davis County has sponsored a stage of the race. There are 7 stages of the Tour, Davis County has stage 3, which will be held on Wednesday, August 5th. The race starts on Antelope Island, will come across the causeway and move east along Antelope Drive. At 2000 West the race will head north and enter West Point City limits at about 10:37am. The race continues north into Clinton and turns west along 1800 North. The race re-enters West Point City at about 10:47am. At 5000 West the race moves north and goes into Weber County. A map of the full route is attached.

Analysis

On July 2, 2015, Randy Cook from Davis County met with Staff to discuss the Tour of Utah and how it will impact West Point City. As part of this process, Davis County has asked that we enter into an Interlocal Cooperation Agreement with them for Services relating to the Tour of Utah. There is only one section of the agreement that applies to us, Section 4 "City's Obligations". Most of those obligations are covered by other entities. For example, Police Services are provided by Davis County Sheriff's Office (DCSO) and EMT/EMS Services will be provided by North Davis Fire District and DCSO. We will review and discuss the other city obligations and you can review those in the attached agreement.

Recommendation

Staff recommends Council approve the Interlocal Agreement between Davis County and West Point City For Services Related to the Tour of Utah.

Significant Impacts

No significant impacts at this time.

Attachments

- Interlocal Agreement between Davis County and West Point City for Services Related to the Tour of Utah
- Resolution No. 07-07-2015C
- Information relating to the Tour of Utah

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY AND WEST POINT CITY
FOR SERVICES RELATED TO THE TOUR OF UTAH**

This INTLERLOCAL COOPERATION AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (“Davis County” or the “County”), and WEST POINT CITY, a municipal corporation of the State of Utah (“City”). Davis County and City may be referred to herein as the “Parties.”

RECITALS

- A. Davis County has been chosen be a host venue of the 2015 Tour of Utah (“Tour”), a multi-stage cycling race across the State of Utah that is administered by Cycling Partnership, Inc., a Utah corporation (“TOU”), and is hosting stage 3 of this year’s Tour on or about August, 5, 2015;
- B. City desires to assist Davis County in meeting its responsibilities as a host of Stage 3 of the Tour;
- C. Section 11-13-1 et. al., Utah Code Ann., enables the Parties to enter into an agreement to provide services that will promote the general welfare of the state.

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

1. Effective Date of this Agreement. The Effective Date of this Agreement shall be the earliest date after all of the following are completed (the “Effective Date”):

- a. This Agreement is approved by the legislative body of Davis County through a resolution or ordinance that, among other things, specifies the Effective Date of this Agreement;
- b. This Agreement is approved by the legislative body of West Point City through a resolution or ordinance, that, among other things, specifies the Effective Date of this Agreement;
- c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent Davis County;
- d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent West Point City;
- e. This Agreement is filed with the keeper of records for Davis County; and
- f. This Agreement is filed with the keeper of records for West Point City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, unless otherwise expressly set forth herein, automatically on August 6, 2015, unless amended by the Parties in writing.

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

- a. The mutual written agreement of the Parties;

- b. By either party after:
 - (1) Any material breach of this Agreement; and
 - (2) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- c. By either party, with or without cause, at least two (2) weeks after a notice to terminate this Agreement is sent by one party to the other; or
- d. As otherwise set forth in this Agreement or as permitted by law, rule, regulation, or otherwise.

4. City's Obligations. In an effort to ensure the success of Stage 3 of the Tour, West Point City agrees to provide, at its own expense, the County with the following services during Stage 3:

- a. Police Services. City agrees to provide police services, including but not limited to fixed post positions, traffic and crowd control, enforcement of no parking zones and other services directly related to the provision of public safety.
- b. Public Works and Road Services. City's Public Works Department will provide the City's Police Department with the necessary support to ensure proper road closure(s) and to assist in City's public safety efforts, including barricading the race route footprint within City limits, detour equipment, printing and posting of "No Parking" signs, trash removal, and street repair.
- c. Permit Services. City agrees to waive any customary city permits such as, parking permits, road closure(s), banners and signage.
- d. EMT/EMS Services. City will provide EMT/EMS services for the general public
- e. Notice. City will take adequate measures to notify City residents and businesses about disruption in traffic patterns throughout the City during Stage 3, i.e., statement stuffers, notices, etc.
- f. Waste Management. City agrees to use its best efforts to ensure that the street to be used by the Tour is swept the night before and ensure the area is put back to its original order and beauty.
- g. Marketing. City is responsible for ordering and purchasing all marketing collateral used in the City and along the City route, such as feather, pole or tension banners, posters, window stickers, displays.

5. County's Obligations. County will coordinate with TOU to plan, operate, and manage Stage 3 of this year's Tour. County will cooperate with TOU in its efforts to market the Tour, merchandise sales, tour sponsorships, course planning, production of TOU credentials and any and all other services required by TOU. In addition, County shall coordinate and cooperate with City in providing the services set forth in Section 4 of this Agreement.

6. Indemnification, Defense, Hold Harmless, Waiver, and Release. City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, defend, save and hold harmless Davis County, as well as Davis County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives") from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of the City or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. West Point City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by Davis County, or Davis County Representatives, which Davis County, Davis County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30)

calendar days after Davis County provides West Point City with documents evidencing such costs, expenses, or otherwise. The City, for itself, and on behalf of the City Representatives, further agrees and promises to waive, release, and discharge Davis County and the Davis County Representatives from and against any and all of the Claims that the City or the West Point City Representatives may have against Davis County or the Davis County Representatives that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of the City or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating to this Agreement and/or the City or the City Representatives' acts or omissions, negligent or otherwise.

7. Insurance. Prior to beginning the service(s) set forth in this Agreement and throughout the entire term of this Agreement, City agrees and warrants that it will obtain and maintain, at City's expense, the following types of insurance:

- a. A valid occurrence form commercial general liability insurance policy, which either covers contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as the indemnification, defense, and hold harmless provision set forth in this Contract or whereby "Davis County" is endorsed by the Insurer as an "additional insured" to the insurance policy, with minimum limits as follows:
- b. Each occurrence - \$1,000,000.00;
- c. General aggregate - \$2,000,000.00;
- d. Products – Comp/Op aggregate - \$2,000,000.00;
- e. A valid automobile liability insurance policy that covers any auto with a combined single limit for each accident of at least \$1,000,000.00; and
- f. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, City shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of City where the Workers Compensation and Employers' Liability insurance has been waived.
- g. At any time prior to or during the term of this Agreement, County may request City, City's insurance agent(s), or City's Insurer(s), to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein. If City fails to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein within two (2) business days of County's request, County may immediately terminate this Agreement. In the event that County terminates this Agreement because City either fails to timely provide County with a Valid Certificate of Liability Insurance or City fails to have the insurance as required herein, the Parties agree that City shall, notwithstanding any other provision of this Agreement, shall be fully liable for any and all costs, expenses, damages, or otherwise that County incurs to complete this Agreement.

8. Commercial Identification Prohibition. Unless otherwise agreed in writing by TOU, City and County agree that neither it nor its affiliates, agents, representatives, employees, suppliers or subcontractors shall commercially exploit in any manner the nature of their transaction or the goods and/or services provided to County or City for Stage 3 or the Tour, including without limitation: (1) by referring to the transaction or the goods or services, County, the City, Stage 3 or the Tour and/or ancillary events related thereto in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials; or (2) by using or allowing the use of the Tour Marks or any

other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed to signify the Tour in connection with any service or product; or (3) by otherwise disclosing their affiliation with County, City, Stage 3, or the Tour and/or ancillary events related thereto for a commercial purpose.

9. Compliance with Law. City agrees to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of its obligations contained herein.

10. Exculpation Clause. City agrees to look solely to the assets of County for any recourse, and not those of TOU or any other of the entities, individuals, or representatives of TOU.

11. Remedies for Breach of This Agreement. Upon a material breach of this Agreement by either party, the non-breaching party may pursue any remedy under this Agreement or at law, equity, or otherwise against the breaching party arising from, in connection with, or relating to this Agreement. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party; at which time the Party alleged to be in breach shall have ten (10) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach cannot reasonably be remedied within ten (10) calendar days, the Parties may extend the timeframe to allow the alleged breach to be remedied.

12. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

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

To Davis County:

Davis County
Attn: Chair, Davis County Board of Commissioners
61 South Main Street
P.O. Box 618
Farmington, UT 84025

To West Point City:

West Point City
Attention: City Manager
3200 W. 300 North
West Point, UT 84015

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

14. Survival of Terms, Provision, Promises, or Otherwise of This Agreement after Termination. It is expressly understood and agreed that all of the terms, provisions, promises, or otherwise of this Agreement shall survive the termination of this Agreement unless:

- a. Certain terms, provisions, or otherwise of this Agreement expressly state otherwise;
- or
- b. After a court, which has lawful jurisdiction or venue over matters relating to this Agreement, finds that a particular term, provision, promise, or otherwise of this Agreement does not survive the termination of this Agreement.

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

16. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

17. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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

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

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

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

22. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

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

24. Execution of Additional Documents. Each of the Parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties.

25. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any Party, regardless of which Party drafted this Agreement or any part hereof. The headings and/or captions of the various paragraphs of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural, and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter. Further, the term "person" shall encompass and refer to natural born persons as well as corporations, limited liability companies, partnerships, trusts, estates and any other organization or entity having a legal existence.

26. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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

WEST POINT CITY

Mayor

Dated: _____

ATTEST:

West Point City Recorder

Dated: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

West Point City Attorney
Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Civil Attorney

Dated: _____



TOUR OF UTAH INTRODUCTION

The Larry H. Miller Tour of Utah has grown considerably in the past 11 years. From its grassroots start as a well-respected regional competition covering three days, the Tour of Utah has developed into a world-renowned, week-long, international sporting event and community festival. Once again this August, the world's finest male professional cyclists will battle across some of the most beautiful and mountainous terrain in all of North America. What is known as "America's Toughest Stage Race™" for the pros is also one of the most scenic and entertaining sporting events for spectators. Two days of racing has been added in 2015 for the top women's elite and professional teams.

Host cities and venues for the 2015 Tour of Utah include Logan, Tremonton, Ogden, Antelope Island State Park, Bountiful, Soldier Hollow in Heber Valley, Salt Lake City, Snowbird Ski and Summer Resort, and Park City.

The Larry H. Miller Tour of Utah began as the Thanksgiving Point Stage Race & Cycling Festival in 2004. For two years, the event featured amateur and elite cyclists who competed during Memorial Day weekend. The challenging race routes included 9,000 feet of climbing. The Tour of Utah is currently owned and operated by Utah Cycling Partnership, a unique and separate entity that is part of Miller Sports Properties.

In 2011, the Larry H. Miller Tour of Utah was elevated by the international governing body for the sport of cycling, Union Cycliste Internationale (UCI), to be part of its UCI America Tour. The Tour of Utah is sanctioned by both USA Cycling, Inc. and the UCI. As a UCI 2.HC rated stage race, the event is now one of the top three races in North America. This provides an international spotlight for Utah and for all host venues on the route. In 2014, 16 men's teams accepted invitations to compete in the Tour of Utah, and these teams were comprised of 122 athletes from 24 countries. Six of these teams had just finished the Tour de France. Athletes competed for seven award jerseys and cash prizes.

In 2014 a women's competition was added, hosting 12 elite and professional teams at Miller Motorsports Park. This year the Tour of Utah Women's Edition: Criterium Classic (a two-day Omnium format) will be held in Logan and Ogden for women's teams. The event is sanctioned by USA Cycling on the National Criterium Calendar.

With the big teams and all-star field of athletes come bigger crowds and more national and international media coverage. A record 180 members of the media received credentials to cover the 2014 race, and requests for results were distributed electronically across the globe. Media reports generated a total of 173 million impressions and \$17 million in earned publicity value.

America's Toughest Stage Race™

EVENT OVERVIEW

OVERVIEW: The Larry H. Miller Tour of Utah, referred to as "America's Toughest Stage Race™," is a week-long, men's professional stage race for the best cycling teams in the world. The 2015 Tour of Utah has been upgraded by the international governing body of cycling, Union Cyclist Internationale (UCI), to a 2.HC stage race, making it one of the three top-rated road races in North America for men. The 2014 Tour of Utah covered 753 miles of racing and 57,863 feet of elevation gain. This is the fifth year the Tour of Utah will be sanctioned as a men's event on the UCI America Tour. A total of 16 professional teams, including six from the Tour de France, competed in 2014, bringing 122 athletes from 24 countries.

WHEN AND WHERE

From August 3-9, 2015, the Tour of Utah will showcase 10 host venues:

Monday, August 3

Stage 1 – Logan

Tuesday, August 4

Stage 2 – Tremonton to Ogden

Wednesday, August 5

Stage 3 – Antelope Island State Park to Bountiful

Thursday, August 6

Stage 4 – Soldier Hollow in Heber Valley

Friday, August 7

Stage 5 – Salt Lake City

Saturday, August 8

Stage 6 – Salt Lake City to Snowbird Ski and Summer Resort

Sunday, August 9

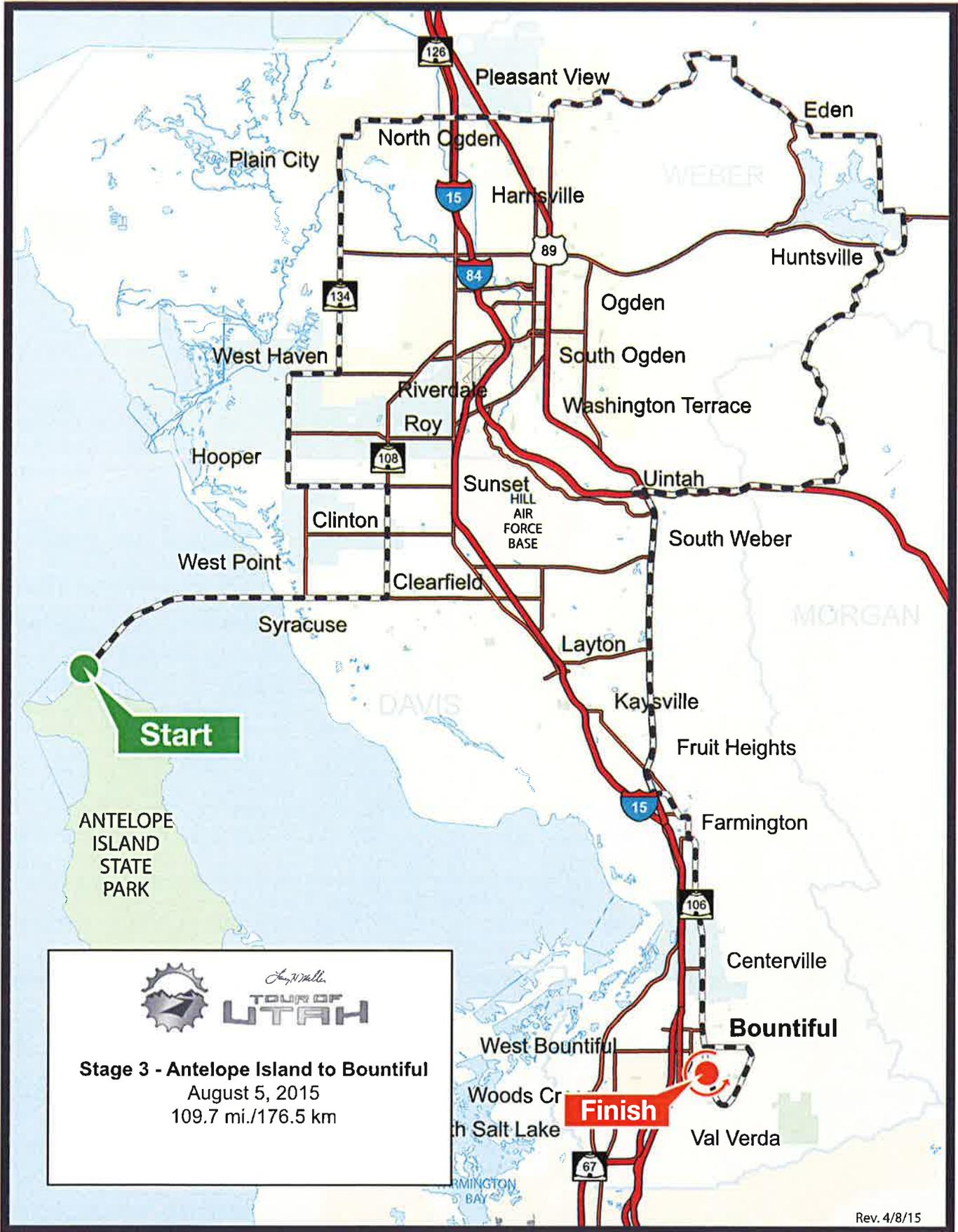
Stage 7 – Park City

TEAMS

Teams and riders participating in the race will include the top talent in the world, including Tour de France top competitors, world champions and Olympic medalists.

CONTACT: Randy Cook, Davis County Tourism & Events, 801-451-3237

America's Toughest Stage Race™






TOUR OF UTAH

Stage 3 - Antelope Island to Bountiful
 August 5, 2015
 109.7 mi./176.5 km

Rev. 4/8/15

Council of Governments, Inc

Davis County • Bountiful • Centerville • Clearfield • Clinton • Farmington • Fruit Heights • Kaysville
Layton • North Salt Lake • South Weber • Sunset • Syracuse • West Bountiful • West Point • Woods Cross

Post Office Box 305
Farmington, Utah 84025
801-451-3278
801-444-2300 Ext 3278
801-451-3281 Fax

September 17, 2014

Ms. Tori Trice
Event Manager – Tour of Utah
Medalist Sports
Tori.trice@medailistsports.com

Subject: State of Interest

Ms. Tori Trice,

This letter is notification that Davis County and the Cities of Davis County are interested in serving as a host venue for the 2015 Larry H. Miller – Tour of UTAH. We feel that our region of the state fits well to promote and continue the growth of this UCI-sanctioned, multi-stage, American pro-cycling event for 2015 from August 3rd-9th. This is a world class event and it will be treated with respect deserving world-wide attention.

We wish to showcase Northern Utah with a ride that will take them through the communities of Davis County with a 'Start and Finish' segment. There will be three multiple route options in the area including Antelope Island that will showcase the event and the local communities for the Tour to select the final route of choice.

We agree to create a local organizing committee (LOC) and to serve as hosts along the race route to provide needed community support in the form of volunteers, police and local public works services for protecting intersections and waste management services. We will plan for spectators to view the exciting portions of the Tour and wish to make the international cycling event for 2015 positive and memorable. This proposal was presented at our Council of Governments session on September 17, 2014. A unanimous motion was proposed in full support of pursuing this opportunity.

In confirmation of our support of this proposal, we submit the attached page signed by each of the fifteen Mayors and three County Commissioners of Davis County.

Davis County Council of Governments

Please see attached signature page:

"Communities Working Together for Citizens of Davis County"



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
June 16, 2015**

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 – Board Room

Minutes for the West Point City Council Administrative Session held at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 on June 16, 2015 at 6:00 pm with Mayor Craythorne presiding.

MAYOR AND COUNCIL MEMBERS PRESENT – Mayor Erik Craythorne, Council Member Jeff Turner, Council Member Kent Henderson, Council Member Gary Petersen, Council Member Jerry Chatterton and Council Member Andy Dawson

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

VISITORS PRESENT – Brian Vincent and Kyle Hamblin

Mayor Craythorne welcomed those in attendance; he then turned the time over the Mr. Nelson.

1. Continuation of Budget Discussion for the FY2015 Amended Budget and the FY2016 Budget – Mr. Evan Nelson

Mr. Nelson stated over the past several meetings, the FY2015 Amended Budget and the FY2016 Annual Budget for West Point City and the CDRA of West Point have been discussed. During the budget process, the Council had expressed interest with further discussing property valuations and the certified tax rate. Mr. Nelson then stated during June 16th General Session, the Council will be asked to approve the FY2015 Amended Budget and the FY2016 Schedule of Fees for West Point City.

Mr. Nelson stated the final change to the fee schedule is for the Basketball Camp. The current fee of the camp is \$30; however the Recreation Director has requested the fee be decreased to a more affordable rate. Therefore, the cost of the Basketball Camp has been decrease to \$20 for both FY2015 and FY2016.

Mr. Nelson stated following the June 2nd meeting, a minor error had been located in the amended budget. The correct budget amount for account 58-90-10 (Transfer to General Fund) and 58-90-48 (Transfer to Capital projects Fund) is \$0.

Property Tax Rate – Mr. Nelson stated because the Council has expressed interest with further discussing the property tax rate, Staff has begun the Truth in Taxation process. He then stated that the Truth in Taxation process will allow the Council to consider accepting the certified rate, maintaining the rate or finding a rate somewhere in between. A public hearing for the Truth in Taxation process has been scheduled for August 4, 2015.

Mr. Nelson stated if the certified rate is accepted, West Point City will receive an estimated \$365,378 in revenue (the same amount received in 2014 in addition to \$8,678 of new growth). If the property tax rate is maintained, West Point City will receive an estimated \$376,649 in revenue (\$8,678 of new growth and \$11,271 of additional revenue). Mr. Nelson stated the average value of a home in West Point City is \$212,000. If the property tax rate is maintained, a home in West Point City valued at \$212,000 will see an increase of approximately \$3.62 per year.

Mayor Craythorne stated that maintaining the rate is a 2.9% increase to the property tax rate.

Council Member Petersen asked if the decreased cost of the Basketball Camp will impact the Recreation budget. Mr. Laws stated no, the Basketball Camp is a three day camp where the Recreation Director, Kelly Ross provides the

participants with instruction and a t-shirt. This year, the camp will be held at Loy Blake Park where participants will be utilizing the new basketball courts.

Mayor Craythorne stated in the past, the basketball camp was offered by Trent Whitening. All of the proceeds from the camp were then donated to the West Point City Football program. The City finally took over the basketball camp last year.

Council Member Petersen stated the City was always supportive of the basketball camp offered by Trent Whitening. He then asked who assists the Recreation Director with the Basketball Camp. Mr. Laws stated that Coach Follett from West Point Jr. High and the Coach Thomas from Sunset Jr. High assist with the camp.

Mayor Craythorne stated the Coaches use this time to help younger player's developer their skills.

OTHER ITEMS:

Mr. Laws stated the following information may have an impact to the future West Point City Property Tax Rate. He then informed the Council that Davis County is considering passing on a significant amount of the overall cost of Animal Control Services to the cities in the County. Currently, the cities within the County collectively pay 37% of the annual cost of Animal Control Services and West Point City's annual portion is approximately \$25,000.

Mr. Laws stated that in January 2016, Davis County plans to decrease the percentage paid by the County each year until cities collectively pay 90% of the annual cost of Animal Control Services. Mr. Laws stated if with the percentage split being considered by the County is approved, the cities within Davis County will have incurred a 300% increase by the year 2021. He then provided the Council with the following example. Layton City currently pays \$170,000 annually for Animal Control Services. With the cost share being considered by the County (90% paid by cities and 10% paid by the County), Layton City could potentially pay \$500,000 annually for Animal Control Services.

Council Member Henderson mentioned the possibility of partnering with other cities to create our own Animal Control Services.

Council Member Petersen stated even if the cities employ their own Animal Control Officers, a facility will still be needed.

Council Member Turner stated if the County decreases the percentage they pay for Animal Control Services, they should also decrease the amount of property tax revenue in which they receive. Mr. Laws agreed, however Davis County doesn't believe that Animal Control Services is a statutory obligation of the County.

Council Member Chatterton asked if the County has a desire to eliminate Animal Control Services. Mr. Laws stated no, the County believes that cities should be responsible for the majority of the cost.

Mr. Laws stated the future cost of Animal Control Services will not be sustainable for most cities.

Council Member Petersen asked if the 10% the County wishes to pay accounts for the calls received from the unincorporated areas in the Davis County. Mr. Laws stated no, only 2% of the calls received by the County for Animal Control Services is from the unincorporated areas. He then stated that the County believes paying 10% of the annual cost for Animal Control Services is generous.

Mr. Laws stated during a recent meeting with Davis County, someone asked what the property tax revenue will be used for if cities are paying the majority of Animal Control costs. The response was that the property tax revenue which is collected by the County will be used for other needs. Mr. Laws stated that it is likely the County will move forward with increasing the cities portion of the cost for Animal Control Services. If increases proposed by the County are approved, cities will be forced to increase property tax rates or find alternative ways to pay Animal Control Services.

Mr. Laws stated there is a concern that as cities pay more of the annual cost, higher paying cities may want more Administrative Control than what the County is willing to allow. He then stated the current Animal Control contract

between West Point and Davis County will expire in 2017, however the Davis County can give six a months' notice of the termination of the contract. Mr. Laws stated that it is likely that the City might need to continue to maintain the property tax rate to pay for future costs of Animal Control Services.

Council Member Dawson asked what the budget is for Davis County Animal Control. Mr. Laws stated the annual budget for the Davis County Animal Control is approximately \$2.2 million. Of the \$2.2 million, \$442,000 is collected from shelter fees; \$650,000 is collected from city fees and \$1.1 million is collected from the Davis County General Fund.

Mr. Nelson recommended that the Council approve the FY2016 Schedule of Fees and the FY2015 Amended Budget for West Point City and the FY2015 Amended Budget and the FY2016 Final Budget for the CDRA

2. Discussion of Interlocal Agreement with Clinton City to Provide Sewer Service – Mr. Boyd Davis

Mr. Davis informed the Council that Clinton City has requested that West Point provide sewer service and a road connection to the proposed Clinton Meadows Subdivision located at approximately 2000 North 3500 West. He then stated that the Clinton Meadows Subdivision will consist of 50 to 60 homes and will be completed in two phases. Mr. Davis stated there is sufficient capacity within the West Point City sewer line. The Interlocal Agreement between Clinton and West Point states that West Point will provide sewer service to the Clinton Meadows Subdivision; in turn Clinton City will collect the sewer impact fees and monthly service fees. Clinton will then forward the collected fees to West Point City and the North Davis Sewer District (NDSD).

Mr. Davis stated there are two concerns which should be addressed by the Council. First, Clinton City is requesting the Clinton Meadows Subdivision be permitted to connect to 2000 North in the Derby Acres Subdivision. He stated there is a cul-de-sac currently located at the end of 2000 North, if the development is permitted to connect to the road the cul-de-sac will need to be removed and straightened at the expense of the developer. Second, an equestrian easement is located on the perimeter of the Derby Acres and crosses the street near the cul-de-sac. The riding easement could either be vacated or left as is.

Mayor Craythorne asked where the main accesses to the proposed development will be located. Mr. Davis stated that he was unsure but he will obtain additional information from Clinton City. Mayor Craythorne stated if the only access to the development is through the Derby Acre Subdivision, there will be too many lots with only one access. He then expressed concern with allowing a city to connect to the infrastructure of another city.

Mayor Craythorne informed the Council that Clinton City currently charges a higher sewer fee for West Point residents connected to the Clinton City sewer system. Mr. Laws stated that Clinton City has a separate charge in their fee schedule for West Point residents who are connected to their sewer system. He then stated that currently, West Point City pays the difference in the fee on behalf of the resident as it is not the resident's fault that they are connected to Clinton City system. Mr. Laws then stated that West Point does not charge a higher fee for Clinton City residents connected to West Point sewer system; Clinton residents are charged the resident rate.

Council Member Petersen asked if Clinton City and the development have other options if they are not permitted to connect to the sewer line and road on 2000 North.

Council Member Turner asked if the development could obtain connection to the sewer line on 1800 North. Mr. Davis stated no because the sewer system drains from the North. Council Member Turner then asked how the sewer in the Derby Acres Subdivision connects to the sewer line. Mr. Davis stated sewer from the Derby Acres Subdivision exits the subdivision in the northwest corner and then connects to the NDSD sewer line.

Mayor Craythorne questioned if Clinton City would allow West Point to connect to their infrastructure and road if access was needed. He stated that in the past, Clinton City has been hesitant to allow West Point City roads to connect to Clinton City roads.

Council Member Petersen asked if the development could obtain easements and connect to the sewer line and road to the north. Mr. Davis stated possibly, however crossing under the Layton Canal could be a challenge. Council Member

Petersen stated he agreed that accesses into the development are a concern. He then recommended Clinton City and the Developer determine if access to the north is possible.

Mayor Craythorne requested the Council be permitted to review plans for both phases of the proposed development. He stated allowing cities to share infrastructure can be confusing and create problems. Mayor Craythorne expressed his desire to work with Clinton City; however several concerns must be addressed before a final decision can be made.

Council Member Petersen stated that higher fees charged by Clinton City may be for administrative costs associated with collecting sewer fees on behalf of West Point City. He stated if necessary, West Point City may need to charge an administrative fee to Clinton City.

Council Member Dawson asked if the West Point City sewer line could accommodate the new development. Mr. Davis stated yes, capacity is not an issue as an 8" sewer line will service approximately 200 homes.

Council Member Turner expressed concern with allowing the 2000 North road connection. He stated when residents purchased homes in the Derby Acre Subdivision the end of the road was an approved cul-de-sac.

Council Member Chatterton asked to review the fees being charged by both Clinton City and West Point City for the sewer line connections.

Council Member Petersen agreed with Council Member Turner, the residents of the Derby Acre Subdivision bought their homes knowing that 2000 North is not a stubbed street, it is an approved cul-de-sac. Council Member Petersen stated allowing access into another development shouldn't be considered lightly.

Mr. Davis informed the Council that they could grant the sewer line connection line without granting the 2000 North road connection. He then stated he will discuss the following items with Clinton City:

- Locations of access points into the proposed subdivision.
- Investigate obtaining a road & sewer line connection to the North.
- The requested connection of the road is similar to what Clinton City didn't want to south of the location.
- Sewer line connection fees being charged to West Point City residents.

Council Member Dawson asked why Clinton City doesn't pay sewer fees directly to the North Davis Sewer District (NDSD). Mr. Davis stated Clinton City pays sewer fees to the NDSD as well as sends West Point City a portion of the collected fees.

Council Member Dawson asked who is requesting West Point City grant the road and sewer line connection. Mr. Davis stated that the request the City received for the road and sewer line connection came from Mr. Lynn Vinzant with Clinton City.

3. Discussion of Subdivision Warranty Policy – Mr. Boyd Davis

Mr. Davis stated that before a subdivision can be removed from warranty, a slurry seal must be placed on the asphalt. Recently, Castle Creek Homes requested their subdivision be released from warranty if they transfer money to the City in lieu of the installation of the slurry seal. Mr. Davis stated that he is supportive of contractors transferring money to the City in lieu of doing the slurry seal. This will allow the City to maintain control and select a different product if desired. For example, the City has been using a product called HA5 instead of a slurry seal. New developments are not currently required to use the HA5 product.

Mr. Davis stated West Point City has been paying approximately \$1.75 per square yard for HA5 product. He stated currently developments are required to place a \$2.00 per square yard into escrow for slurry seal. The cost for HA5 has been less than that of slurry seal. With the amount required to be placed in escrow, the City should have adequate funds for the installation of the HA5 product.

Council Member Petersen stated it sounds good; however he is afraid that the obligation of the developer is not being adequately met. He stated the burden shouldn't be transferred from the developer to the city.

Mayor Craythorne stated more cities are encouraging developers to do this; it gives the city more control over the timing and product. He then stated this process could be tried and if it isn't successful, the process could revert to the current practice.

Council Member Chatterton stated as long as the cost of the HA5 and any administrative costs are collected, he is supportive of the city collecting the money for the slurry seal.

Council Member Dawson asked if using HA5 could be a requirement. Mr. Davis stated yes and the next subdivision will be using the HA5. He then stated, in the future the Council may be asked to approve the HA5 as a standard product.

4. Citizen Comment Follow-up – Mr. Kyle Laws

Mayor Craythorne stated during the Council Meetings, citizens often provide comments to the Council. Because the Council doesn't respond back to those making comment during the meeting citizens may feel as if they are being overlooked. Mayor Craythorne stated that during the Administrative Sessions, the Council will take a few minutes to discuss previous comments made to the Council. After the Council and Staff have considered and discussed the comments, Staff will provide the citizen with the information from Council.

- **Bee Keeping – Jesse Smith & Greg Unsicker**

Mr. Laws stated the West Point City Code only allows for beehives to be kept in Agriculture Zones. A few weeks ago, Mr. Smith and Mr. Unsicker informed the Council that numerous cities allow beehives to be kept within residential areas. Mr. Smith and Mr. Unsicker requested the Council consider amending the West Point City ordinance to allow beekeeping within residential zones. Mr. Laws asked if the Council has any interest with amending the ordinance to allow beekeeping in residential zones.

Council Member Dawson stated beekeeping is occurring all over the city and many residents are unaware of beekeeping regulations. Mayor Craythorne agreed, he stated many residents are unaware that beekeeping is only allowed in certain zonings of the City.

Mr. Davis stated within the past few weeks, the Code Enforcement Officer has received four complaints about bees. One of the complaints received was specifically for the bees owned by the Smith's.

Mr. Laws stated that because of the complaint, Mr. Smith received a courtesy notice from the Code Enforcement Officer. The Code Enforcement Officer has been instructed not to proceed with further action until the Council has made a decision with regards to beekeeping. Mr. Laws then clarified that the courtesy notice given to the Smith's was solely complaint driven.

Council Member Chatterton requested additional information with regards to beekeeping regulations in the surrounding cities.

Mr. Laws stated more people are stung by wasps and yellow jackets than actual honeybees. In most instances, honeybees are less aggressive than other types of bees. Mayor Craythorne agreed, he stated honeybees aren't nearly as intrusive or aggressive as other bees. He then stated there is concern with possible swarming if people don't properly care for the bees and hives.

Council Member Henderson stated that he had recently discussed beekeeping and the courtesy notice with Mrs. Smith. He stated that he had tried to visit the Smith's home to view their beehive and to gain a better understanding of the beekeeping process. The Smiths were not home and Council Member Henderson was unable to see view their beekeeping area.

The Council Members agreed that additional information is needed before a decision could be made with regards to beekeeping.

- “No Overnight Parking” signs on 4000 West – Mr. Wayne Law
Mr. Kyle Laws informed the Council that the City has recently received complaints about the vehicles being parked on 4000 West. He then stated this is the same location on 4000 West where Mr. Wayne Law has requested the “no overnight parking” signs be removed.

Council Member Turner stated he has considered uses for the area. He then recommended “desert scape” landscaping be installed the west side of 4000 West as it will give the area a finished look.

Council Member Petersen stated during remarks from Mr. Wayne Law on June 2nd, it was said that Mr. Wayne Law’s guests should be permitted to park on both the east and west side of 4000 West. Council Member Petersen stated if people visit his home they park in his driveway or in front of his home, rarely do his guests park in front of the homes on the opposite side of the street. Council Member Petersen stated parking on the west side of 4000 West shouldn’t be permitted just because the property is vacant.

Council Member Turner and Council Member Petersen both stated that they had recently driven down 4000 West and had seen boats, trailers and vehicles parked on the west side of the road. They agreed, the west side of the road isn’t meant to be used for parking.

Mayor Craythorne stated that he and Mr. Kyle Laws the current West Point City Manager and Gary Hill, the past City Manager have discussed the parking issues on 4000 West numerous times. He stated that 4000 West is the gateway to the West Point City Cemetery and residents shouldn’t be allowed to park on the west side of the road.

The Council Members agreed the “no overnight parking” signs on 4000 West should be removed and replaced with “no parking” signs. They also agreed that improvements such as landscaping and/or fencing should be installed in conjunction with the Cemetery expansion.

Mr. Laws stated that Staff will contact Weber Basin to discuss improvement options for west side of 4000 West.

- 3000 West Widening (park strip and street lights) – Doug Zaugg
Mr. Laws stated in a previous Council meeting Mr. Zaugg requested the Council reconsider the installation of streetlights on 3000 West and park strip in front of his home. Mr. Laws stated streetlights will provide additional security to 3000 West and park strips are a standard of the City and should be installed in front of Mr. Zaugg’s home.

Mayor Craythorne and the Council agreed; 3000 West is a major corridor and the installation of the park strip, sidewalk and street lights are a necessity.

Mr. Davis informed the Council that the installation of the park strip will not encroach on Mr. Zaugg’s property.

Mr. Laws informed the Council that tomorrow is the deadline for the Grand Marshall nominations. He asked the Council to provide Staff with a recommendation for the Grand Marshall by filling out a nomination form.

The Administrative Session adjourned.



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
June 16, 2015**

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 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 on June 16, 2015 at 7:00 pm with Mayor Craythorne presiding.

MAYOR AND COUNCIL MEMBERS PRESENT – Mayor Erik Craythorne, Council Member Kent Henderson, Council Member Jeff Turner, Council Member Gary Petersen, Council Member Andy Dawson and Council Member Jerry Chatterton

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Evan Nelson, Finance Director; Paul Rochell, Public Works Director and Misty Rogers, City Recorder

VISITORS PRESENT – Douglas Zaugg and Brian Vincent

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

Council Member Henderson – no comment

Council Member Turner – no comment

Council Member Petersen – no comment

Council Member Dawson – no comment

Council Member Chatterton stated the Mosquito Abatement District Davis sprayed approximately 21,000 acres by airplane in May 2015. Typically, the district only sprays an estimated 9,000 acres by airplane in the month of May.

Mayor Craythorne stated the West Point City Independence Day Celebration is quickly approaching and numerous activities have been planned. He then congratulated all of those individuals who participated in the Miss West Point Pageant held on June 13, 2015.

Mayor Craythorne announced the 2015 Miss West Point Royalty:

Miss West Point - Bailey Turner
1st Attendant - Jessica Davidson
2nd Attendant - Sarah Petersen

Jr. Miss West Point - Anna Wolford
1st Attendant - Kylie Boumeester
2nd Attendant - Kylee Salazar

5. **Communications from Staff**

Mr. Laws stated a photography and art contest is being held in conjunction with the Independence Day Celebration. The entries must be of something found within West Point City. He then stated that only 20 entries will be accepted

and anyone wishing to participate must register at West Point City Hall. Mr. Laws stated that all entries will be displayed for public voting in a booth during the Independence Day Celebration.

Council Member Turner asked if the contest is split into age groups. Mr. Laws stated not this year.

Council Member Dawson recommended incorporating age categories for the "Why I love My City" contest. Mr. Laws and the Council agreed.

Mr. Laws reminded the Council that he along with Paul Rochell and Boyd Davis will be attending FEMA training in Emmitsburg, Maryland from June 19th – June 26th.

Council Member Petersen stated in the past, the Grand Marshall's have been placed inside of a vehicle making it difficult for onlookers to see them. Council Member Henderson stated that Earl Rogers has agreed to transport the Grand Marshall through the parade in his buggy.

6. Citizen Comment – no comment

7. Consideration of Approval of Minutes from the May 19, 2015 and June 2, 2015 City Council Meeting.

Council Member Chatterton motioned to approve the minutes from the May 19th and June 2nd City Council Meetings. Council Member Henderson seconded the motion. The Council unanimously agreed.

8. Consideration of Resolution No. 06-16-2015A, the Adoption of the FY2016 Schedule of Fees for West Point City – Mr. Evan Nelson

Mayor Craythorne stated the FY2016 Schedule of Fees have been discussed by the Council during previous meetings.

Council Member Petersen motioned to approve Resolution No. 06-16-2015A, the Adoption of the FY2016 Schedule of Fees for West Point City.

Council Member Dawson seconded the motion. The Council unanimously agreed.

9. Consideration of Resolution No. 06-16-2015B, Consideration of Adoption of FY2015 Amended Budget for West Point City - Evan Nelson

a. Public Hearing - no comment

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

b. Action

Council Member Dawson motioned to approve Resolution No. 06-16-2015B, the adoption of the FY2015 Amended Budget for West Point City.
Council Member Turner seconded the motion.
The Council unanimously agreed.

Mayor Craythorne stated the FY2016 Budget will be approved on August 4th, after the Truth in Taxation process. He then stated the Truth in Taxation process will allow the Council to accept the certified rate, maintain the rate or accept a rate somewhere in between. Until the Final Budget is adopted, the City will operate using the FY2016 Tentative Budget which was adopted on June 2, 2015.

10. Motion to Adjourn

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

Following the CDRA Meeting, the June 16, 2015 City Council Meeting was reopened, allowing the Council to meet in a Closed Session to discuss the purchase of real property, pursuant to UCA §52-4-205(1)(d).

CLOSED SESSION - Pursuant to UCA §52-4-205(1)(d), to Discuss the Purchase of Real Property

PRESENT - Mayor Craythorne, Council Member Turner, Council Member Henderson, Council Member Petersen, Council Member Chatterton, Council Member Dawson, Mr. Kyle Laws (City Manager) and Mr. Evan Nelson (Administrative Services Director)

Council Member Dawson motioned to adjourn into a Closed Session (pursuant to UCA §52-4-205(1)(d))
Council Member Petersen seconded the motion.
The Council unanimously agreed.

Council Member Petersen motioned to open the Closed Session.
Council Member Turner seconded the motion.
The Council unanimously agreed.

The Council held a discussion of the purchase of real property pursuant to UCA §52-4-205(1)(d)

Council Member Chatterton motioned to adjourn the Closed Session and reenter into the General Session.
Council Member Dawson seconded the motion.
The Council unanimously agreed.

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

ERIK CRAYTHORNE, MAYOR July 7, 2015
DATE

MISTY ROGERS, CITY RECORDER July 7, 2015
DATE

City Council Staff Report

Subject: City Manager Employment Agreement Amendments
Author: Kyle Laws
Department: Executive
Date: July 7, 2015



Background

On June 2, 2015, the City Council met in a closed session with the Kyle Laws, City Manager to discuss his performance. As part of that discussion, the Council agreed to amend the employment agreement for City Manager to increase the number of vacation hours accrued each year.

Analysis

The City Manager's employment agreement states the following, as it relates to vacation leave:

“The Manager will be credited with 120 hours per year of annual leave. This time will be provided on January 1st of every year during the term of this Agreement and unused time shall neither accrue nor be carried over to the next year. Additional time needed shall require the approval of the Mayor.”

In light of a positive performance evaluation, and taking into consideration the recent changes to vacation leave accruals for all benefited city employees, the Council agreed to increase the annual leave for the city manager by 60 hours. The City Manager will now accrue 180 hours each year on January 1st instead of 120 hours. Leave balances will continue to be reset each year, meaning that leave balances cannot be carried over from one year to the next.

Recommendation

Approve Resolution No. 07-07-2015B, amending Section 12 of the Employment Agreement for the City Manager Relating to Vacation Leave.

Attachments

Resolution No. 07-07-2015B

RESOLUTION NO. 07-07-2015B

**A RESOLUTION AMENDING THE EMPLOYMENT AGREEMENT FOR CITY
MANAGER RELATING TO VACATION LEAVE BENEFITS**

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 amend the employment agreement for the city manager specifically relating to vacation leave; and,

WHEREAS, the West Point City Council has recently adopted changes to the personnel policies and procedures, specific to leave benefits for all city employees; and,

WHEREAS, the West Point City Council has conducted the annual performance evaluation of the City Manager;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the West Point City Council, the employment agreement for City Manager is hereby amended as follows:

Section 12: VACATION AND SICK LEAVE

The Manager will be credited with ~~120~~ 180 hours per year of annual leave. This time will be provided on January 1st of every year during the term of this Agreement and unused time shall neither accrue nor be carried over to the next year. Additional time needed shall require the approval of the Mayor. The Manager shall further accrue sick leave at the same time and rate as other employees of the City.

These changes are hereby adopted, and shall be effective immediately upon passage increasing the City Manager’s leave balance in the current year by 60 hours.

PASSED AND ADOPTED this 7th day of July, 2015.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Misty Rogers, City Recorder