



## WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall  
3200 West 300 North  
West Point City, UT 84015  
July 21, 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 Impact Fee Resolution** – Mr. Evan Nelson [page 5](#)
2. **Discussion of an Agreement for the Guarantee of Improvements for The Point Commercial Subdivision** – Mr. Boyd Davis [page 7](#)
3. **Discussion of the Homewood Subdivision** – Mr. Boyd Davis [page 15](#)
4. **Discussion of Interlocal agreement with Clinton City to Provide Sewer Service** – Mr. Boyd Davis [page 19](#)
5. **Discussion of 2015 Property Tax Rate** – Mr. Evan Nelson [page 31](#)
6. **Discussion of the Appointment of Poll Workers for the West Point City Municipal Primary Election** – Mrs. Misty Rogers [page 33](#)
7. **Code Enforcement Update** – Mr. Bruce Dopp [page 37](#)
8. **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 July 7, 2015 City Council Meeting** [page 39](#)
8. **Consideration of Resolution No. 07-21-2015A, the Appointment of Poll Workers and an Alternate for the West Point City Municipal Primary Election** – Mrs. Misty Rogers [page 33](#)
9. **Consideration of Resolution No. 07-21-2015B, Interlocal agreement with Clinton City to Provide Sewer Service** – Mr. Boyd Davis [page 19](#)
10. **Consideration of Resolution No. 07-21-2015C, Approving an Interlocal Agreement between Davis County and West Point City for Services Related to the Tour of Utah** – Mr. Kyle Laws [page 49](#)
11. **Consideration of Resolution No. 07-21-2015D, an Agreement for the Guarantee of Improvements for The Point Commercial Subdivision** – Mr. Boyd Davis [page 7](#)
12. **Consideration of Removing Wise Country Meadows Phase 1 from Warranty** – Mr. Boyd Davis [page 63](#)
13. **Consideration of Removing Pheasant Creek Phase 3 from Warranty** – Mr. Boyd Davis [page 63](#)
14. **Motion to Adjourn**

Posted this 16<sup>th</sup> 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:** **8/4/2015**

### **Administrative Session – 6:00 pm**

1. 4<sup>th</sup> 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. Discussion of Beekeeping – Mr. Boyd Davis
5. Citizen Comment Follow-up – Mr. Kyle Laws

### **General Session – 7:00 pm**

1. Utah Local Governments Trust Accountability Program Award – Jason Waterson
2. Consideration of Resolution No. 08-04-2015A, Adoption of the Property Tax Rate for the 2015 Taxable Year for West Point City – Mr. Evan Nelson
  - a. Public Hearing
  - b. Action
3. 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
4. Consideration of Resolution No. 08-04-2015B, Extending the Time Limit for Holding Sewer, Storm Water, and Water Impact Fee Revenue and Establishing an Absolute Date by Which the Fees will be Expended.
5. Consideration of Final Approval for the Wise Country Meadows Phase 3 Subdivision – Mr. Boyd Davis

**Date:** **8/18/2015**

### **Administrative Session – 6:00 pm**

1. Presentation from the Davis County School District Regarding Bond – Davis County Superintendent
2. Quarterly Financial Report – Mr. Evan Nelson
3. Citizen Comment Follow-up – Mr. Kyle Laws

### **General Session – 7:00 pm**

1. Board of Canvassers Report for the West Point City Primary Election – Mrs. Misty Rogers

### **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. Appoint Members to the Board of Adjustments

#### **CDRA**

1. Resolution Amending 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

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:** Impact Fee Time Limits  
**Author:** Evan Nelson  
**Department:** Administrative Services  
**Date:** July 21, 2015



---

## **Background**

State Law requires that all impact fee revenues be spent within six years of receipt. The City has struggled to spend impact fee money as quickly as required because revenues have not come in as quickly as anticipated and capital needs have slowed with development. The City has been able to spend Parks and Streets impact fees. However, Sewer, Storm Water, and Water impact fees all have balances that are more than six years old.

## **Analysis**

Our auditors recommended that we rely on Utah Code 11-36a-602(2)(b) to establish a time extension on the expenditure of impact fee revenue. This code states: "A local political subdivision may hold the fees for longer than six years if it identifies, in writing: (i) an extraordinary and compelling reason why the fees should be held longer than six years; and (ii) an absolute date by which the fees will be expended.

The resolution cites the recession and resulting decline in development with its associated decline in impact fee revenue as the extraordinary and compelling reason for needing more time. In reviewing the current impact fee balances and planned impact fee-eligible projects, we have set June 30, 2022 as the absolute date by which the impact fees, held longer than six years, must be spent.

## **Recommendation**

No action is required at this time, however, Staff would appreciate any feedback or discussion the Council may have.

## **Significant Impacts**

This will provide the City more time to appropriately expend impact fee revenue.

## **Attachments**

No attachments.



# City Council Staff Report

**Subject:** Smith's Marketplace Guarantee of Improvements  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** July 21, 2015



## **Background**

The public improvements that are being installed as part of the Smith's Marketplace development must be financially guaranteed just as any subdivision in the City. However, because there is a developer's agreement and the CDRA is providing funding to the project, the guarantee will be done in a unique way. To formalize the process for guaranteeing the improvements, the attached agreement has been prepared and must be approved by the City Council.

## **Analysis**

All developments must place in an escrow account enough funds to cover the costs of the construction of the public improvements plus a 15% contingency plus a 10% guarantee. However, because the CDRA is providing funding to the project, the escrow account essentially already exists. If the developer fails to meet his obligations, the funding from the CDRA will be redirected to the City rather than the developer. Those funds will be used to complete the improvements.

The attached agreement describes the process in detail, but can be summarized as follows:

- The developer must install the public improvements.
- The public improvements must be complete and accepted by the City before a certificate of occupancy (C of O) will be granted for the building.
- If the improvements are not complete before the C of O is required, then the developer must deposit an amount of money equal to the cost of the remaining improvements in an escrow account.
- 10% of the funds will be held for 12 months after final acceptance as a guarantee.

The agreement has been reviewed and approved by the City Attorney with the comment that the escrow agreement, if needed, must be subject to City approval.

## **Recommendation**

Staff recommends that the City Council approve the agreement and authorize the Mayor to sign the agreement.

## **Attachments**

Agreement  
Resolution No. 07-21-2015D



## **Agreement of Procedure for Public Improvement Guarantee**

This Agreement of Procedure for Public Improvement Guarantee is made and acknowledged as of this \_\_\_ day of \_\_\_\_\_, 2015 by **West Point City**, a municipal corporation of Utah (hereinafter referred to as “City”), **The Pointe, LLC**, a Utah limited liability company (hereinafter referred to as “Developer”), and **Smith’s Food & Drug Centers, Inc**, an Ohio corporation (hereinafter referred to as “Smith’s”).

WHEREAS, Developer has submitted for recordation The Point Subdivision Plat, an 8 Lot subdivision wherein public improvements are proposed for construction (the “Subdivision”); and

WHEREAS, Developer and Smiths have entered into a separate Development and Construction Agreement (the “Site Development Agreement”) delineating their respective obligations, responsibilities and rights relating to the development and construction of, among other things, the Required Public Improvements (as defined below); and

WHEREAS, pursuant to the Site Development Agreement Smiths is responsible for the development and construction of, among other things, the Required Public Improvements (as defined below), subject to partial reimbursement by Developer; and

WHEREAS, the Community Development and Renewal Agency of West Point City by separate Community Development Agreement has agreed to reimburse certain improvement costs for offsite road, offsite sanitary sewer, site grading and other public infrastructure related to the Subdivision.

NOW, THEREFORE, in connection with the development of the Subdivision and in consideration of the agreements and commitments related thereto, in lieu of Section 16.05.120 of the West Point City Municipal Code, West Point City, Developer and Smith’s agree to the following procedure for public improvement guarantee:

1. Smith’s shall complete all public improvements, as more particularly described in Exhibit “A” Engineer’s Cost Estimate (the “Required Public Improvements”), prior to Smith’s receiving a temporary certificate of occupancy from the West Point City Building Official. Should Smith’s desire to obtain a temporary certificate of occupancy prior to the completion of all Required Public Improvements, Smith’s shall deposit in an escrow account for the benefit of West Point City Corporation, the sum of money equal to an amount which represents at least one hundred fifteen percent (115%) of the costs of the Required Public Improvements not yet constructed, installed or conditionally accepted by City, plus ten percent (10%)

2. The City, Developer and Smith’s hereby agree that the foregoing sum of money deposited prior to the issuance of Smith’s temporary certificate of occupancy, if any, shall be used exclusively for the purpose of paying for the costs of materials, construction and installation of the remaining Required Public Improvements. The City, Developer and Smith’s further agree that the money held in an escrow account shall be paid to Smith’s following construction and City conditional acceptance of the remaining Required Public Improvements only upon an order of the City Manager of West Point City. Smith’s shall not withdraw from the escrow account any amount in excess of 100% of the estimated cost of the remaining Required Public Improvements, but shall pay from other sources any costs for such Required Public Improvements which exceed the amount for a particular item set forth on Exhibit A.

3. After all Required Public Improvements are made, completed and accepted by the City, a sum equal to 10% of the estimated costs of the Required Public Improvements shall remain (or be deposited if no deposits were previously made into escrow as provided for in Section 1 above) with the escrow holder for a period of 12 months as a warranty that all Required Public Improvements are installed and inspected to City specifications, and that all defects are corrected and approved by the City.

4. If, after 18 months of Smith's receipt of a temporary certificate of occupancy, all or any part of the Required Public Improvements are not installed, constructed, and maintained according to the standards required in the applicable West Point City Subdivision Ordinance, West Point City shall notify Developer, Smith's and escrow holder in writing of the defects and shall make written demand on Smith's that the defects be corrected. If the defects are not corrected within 30 days of receipt of such notice by Developer and Smiths, West Point City may correct the defects and charge to the escrow holder the reasonable costs of correcting the defects.

The escrow holder shall, after receiving reasonable proof from West Point City of the defect and that West Point City has incurred the cost of correcting the defect and all notices and cure periods set forth in Section 4 have been properly provided and expired respectively, pay to West Point City from the escrow account the reasonable costs of correcting the defects, and the escrow holder shall be held harmless by the parties by reason of payment to West Point City.

5. If, 12 months after the City has finally accepted the Required Public Improvements, the Required Public Improvements remain substantially free from latent defects, West Point City shall certify such fact in writing to the escrow holder, and the escrow holder shall release to Smith's any money still held in the escrow account, and the escrow holder shall be discharged of its obligations to West Point City.

6. In the event of a conflict between this Agreement and the West Point City Municipal Code, and any other applicable governing law or ordinance, this Agreement shall control.

IN WITNESS WHEREOF West Point City, Developer and Smith's acknowledge their understanding and acceptance of the aforementioned procedure as of the date set forth above.

WEST POINT CITY, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

THE POINTE, LLC.  
a Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

SMITH'S FOOD & DRUG CENTERS, INC.,  
an Ohio corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
ENGINEER'S COST ESTIMATE  
(See Attached)



# The Point subdivision (300 N 2000 W)

## 300 North Public Improvement Estimate

June 29, 2014

Item No.	Description	Quantity	Unit Price	Cost
<b>Sanitary Sewer</b>				
1	8" PVC SDR35 Sanitary Sewer (Off-Site Public)	491 LF	\$26.32	\$12,923.12
2	Connect to Existing Manhole	1 EA	\$1,800.00	\$1,800.00
3	Asphalt Restoration (300 North)	1 LS	\$10,000.00	\$10,000.00
4	4' Diameter Manhole	2 EA	\$3,000.00	\$6,000.00
5	8" PVC SDR35 Sanitary Sewer (On-Site Public)	1,056 LF	\$42.00	\$44,352.00
6	4' Diameter Manhole	12 EA	\$3,000.00	\$36,000.00
7	5' Diameter Manhole	1 EA	\$4,000.00	\$4,000.00
8	4" Sanitary Sewer Lateral (Pad F)	1 LS	\$2,500.00	\$2,500.00
9	Asphalt Restoration (2000 West-Pad F)	100 SF	\$7.50	\$750.00
<b>Subtotal</b>				<b>\$118,325.12</b>
<b>Culinary Water</b>				
10	10" Hot Tap Connection W/ Valve	2 EA	\$3,000.00	\$6,000.00
11	10" PVC DR14 CL200 C900 Waterline	1,716 LF	\$38.00	\$65,208.00
12	10" Thru X 6" Branch DI Tee	3 EA	\$1,800.00	\$5,400.00
13	6" Gate Valve	3 EA	\$1,200.00	\$3,600.00
14	Fire Hydrant Assembly	9 EA	\$5,921.00	\$53,289.00
15	10" Thru X 8" Branch DI Tee	3 EA	\$1,800.00	\$5,400.00
16	3" Meter & Vault Complete	1 EA	\$5,000.00	\$5,000.00
17	10" DI 45 Degree Bend	6 EA	\$1,500.00	\$9,000.00
18	10" DI Gate Valve	1 EA	\$2,500.00	\$2,500.00
19	8" DI Gate Valve	1 EA	\$1,850.00	\$1,850.00
20	Blow-off Hydrant	1 EA	\$2,200.00	\$2,200.00
21	8" PVC DR14 CL200 C900 Waterline	56 LF	\$30.00	\$1,680.00
22	12" Hot Tap Connection W/ Valve	5 EA	\$2,800.00	\$14,000.00
23	1-1/2" Culinary Waterline Lateral	4 EA	\$2,500.00	\$10,000.00
24	2" Culinary Waterline Lateral	1 EA	\$3,000.00	\$3,000.00
25	Disconnect Existing Culinary Waterline Lateral	1 EA	\$2,500.00	\$2,500.00
26	Asphalt Restoration for Disconnect Existing Lateral	1 LS	\$10,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$200,627.00</b>
<b>Secondary Water</b>				
27	2" Lateral Split to 1" & 2" Services	1 EA	\$3,823.00	\$3,823.00
28	1" Single Service Lateral	3 EA	\$3,823.00	\$11,469.00
29	1" Double Service Lateral	1 EA	\$3,823.00	\$3,823.00
30	Disconnect Existing Irrigation Lateral	1 EA	\$2,500.00	\$2,500.00
31	Asphalt Restoration for Disconnect Existing Lateral	200 SF	\$7.50	\$1,500.00
32	1-1/2" Double Service Lateral	1 EA	\$3,823.00	\$3,823.00
<b>Subtotal</b>				<b>\$26,938.00</b>
<b>Storm Drain</b>				
33	SD Inlet/Combination Box & Grate	1 EA	\$3,500.00	\$3,500.00
34	30" ASTM C76 CIII RCP	1,802 LF	\$65.00	\$117,130.00
35	5' Diameter ASTM C478 Manhole	2 EA	\$4,000.00	\$8,000.00
36	6' Diameter ASTM C478 Manhole	2 EA	\$5,000.00	\$10,000.00
37	Sloped Overflow Structure & Rip-Rap	1 LS	\$7,500.00	\$7,500.00
<b>Subtotal</b>				<b>\$146,130.00</b>
<b>Clearfield Irrigation</b>				
38	3X3 Irrigation Cleanout Box	1 EA	\$3,500.00	\$3,500.00
39	4X4 Irrigation Cleanout Box	1 EA	\$3,500.00	\$3,500.00
40	4' ASTM C478 Irrigation Manhole	2 EA	\$3,000.00	\$6,000.00
41	4'X4' Irrigation w/ Headgates	1 EA	\$5,500.00	\$5,500.00
42	18" RCP Irrigation Pipe	204 LF	\$35.00	\$7,140.00
43	Remove & Dispose of Existing Structure	2 EA	\$3,000.00	\$6,000.00
44	Remove & Dispose of Existing Irrigation Pipe	171 LF	\$7.00	\$1,197.00
<b>Subtotal</b>				<b>\$32,837.00</b>

<b>Roadway Surface Improvements</b>						
45	Asphalt Paving (UDOT)	18,120	SF	\$5.50	SF	\$99,660.00
46	Sawcut Existing Asphalt	2,607	LF	\$1.50	LF	\$3,910.50
47	Chip & Seal (UDOT Type III) w/ LMCRS-2 Emulsion	18,120	SF	\$3.50	SF	\$63,420.00
48	Remove & Dispose of Existing Asphalt	1,670	SF	\$2.50	SF	\$4,175.00
49	5' Sidewalk	810	LF	\$19.00	LF	\$15,390.00
50	ADA Ramp	6	EA	\$1,000.00	EA	\$6,000.00
51	30" Curb & Gutter	821	LF	\$18.80	LF	\$15,434.80
52	Waterway Style Approach	2	EA	\$2,500.00	EA	\$5,000.00
53	Remove & Construct Pavement Striping (UDOT)	1	LS	\$7,500.00	LS	\$7,500.00
54	Raised Median w/ Signs	320	LF	\$35.00	LF	\$11,200.00
55	Plowable End Sections	2	EA	\$500.00	EA	\$1,000.00
56	Street Lights	11	EA	\$7,500.00	EA	\$82,500.00
57	Sign "Right Lane Must . . ."	1	EA	\$900.00	EA	\$900.00
58	Raise & Collar Manhole	5	EA	\$850.00	EA	\$4,250.00
59	Raise & Collar Valve Box	10	EA	\$500.00	EA	\$5,000.00
60	Relocate Highway Designation Signs	2	EA	\$500.00	EA	\$1,000.00
<b>Subtotal</b>						<b>\$326,340.30</b>

<b>TOTAL</b>	<b>\$851,197.42</b>
--------------	---------------------

<b>TOTAL</b>	<b>\$851,197.42</b>
<b>10% Contingency</b>	<b>\$85,119.74</b>
<b>GRAND TOTAL</b>	<b>\$936,317.16</b>

**RESOLUTION NO. 07-21-2015D**

**A RESOLUTION APPROVING AN AGREEMENT OF PROCEDURE FOR THE  
GUARANTEE OF IMPROVEMENTS FOR THE POINT COMMERCIAL SUBDIVISION**

**WHEREAS**, The Point commercial subdivision has received final approval from the West Point City Council; and

**WHEREAS**, all public improvements must be financially guaranteed; and

**WHEREAS**, a portion of said improvements will be paid for by the Community Development and Renewal Agency (CDRA) of West Point City; and

**WHEREAS**, those funds from the CDRA will be used as the financial guarantee; and

**WHEREAS**, an agreement has been written to explain the procedure for said guarantee.

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the City Council of West Point City as follows:

1. West Point City approves the Agreement of Procedure for Public Improvement Guarantee.
2. The Mayor is hereby authorized to sign said Agreement.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of July, 2015.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Erik Craythorne, Mayor

**ATTEST:**

\_\_\_\_\_  
Misty Rogers, City Recorder



# City Council Staff Report

**Subject:** Homewood Subdivision Preliminary Plan Review  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** July 21, 2015



---

## **Background**

The owners of the property located at approximately 4400 W 300 N have submitted a preliminary plan for a new subdivision. This same property was considered for development back in 2007, but construction never took place. Any approvals that were granted at that time have since expired. A new preliminary plan was submitted to the Planning Commission and approved on July 9, 2015. Because of concerns that were raised back in 2007, Staff would like to present this to the City Council for comment before proceeding.

## **Analysis**

The plan shows 7 lots all facing 300 North between the Hooper Canal on the east and 4500 West on the west end of the project. The developer also owns property on the east side of the Hooper Canal but intends to sell that property to UDOT for the West Davis Corridor.

The lots have been reviewed for size and dimensions and they all appear to meet the requirements of the City Code. The most unique aspect of this plan is the proposed side street or private lane to access lots 3 through 7. UDOT will not allow each lot to have its own driveway access because of their access management rule, which requires 300 ft. between driveways. In order to maximize the number of lots the developer will need an alternative access. In concept, the private lane appears to be a good way to access the properties, although there are some concerns. How will snow removal be handled? Will the private lane be privately owned? Staff has already told the developer that it must be a private street, but we would like the City Council's input. Will there be an HOA set up to maintain the street? There will need to be some type of HOA or maintenance agreement established to clearly define the maintenance responsibilities.

The developer will also need approval from the following agencies before final approval:

- Hooper Water Improvement District
- Davis and Weber Counties Canal Co.
- North Davis Sewer District
- North Davis Fire District
- UDOT

## **Recommendation**

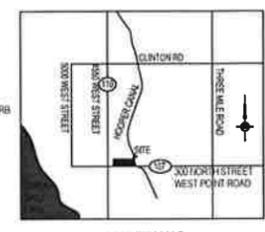
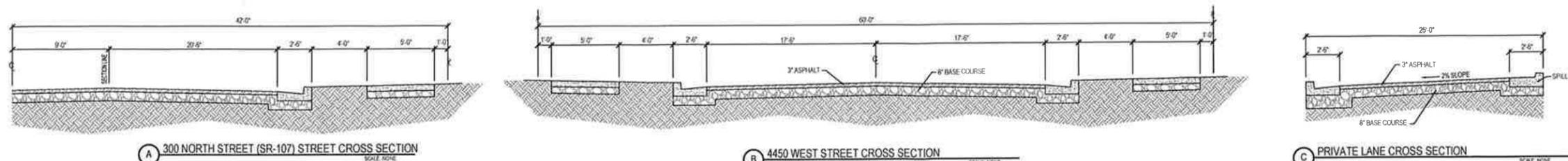
No action required, this is for discussion purposes only. However, any comments or direction that the City Council would like to give would be appreciated.

**Significant Impacts**

None

**Attachments**

Preliminary Plan



**ENSIGN**  
THE STANDARD IN ENGINEERING

**LAYTON**  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

**SALT LAKE CITY**  
Phone: 801.255.0529

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
TOUCHAN INVESTMENTS  
2078 EAST 300 SOUTH  
LAYTON, UTAH

CONTACT:  
KEITH RUSSELL  
PHONE: 801-691-9100

**HOMEWOOD SUBDIVISION**  
4400 WEST AND 300 NORTH  
WEST POINT, UTAH

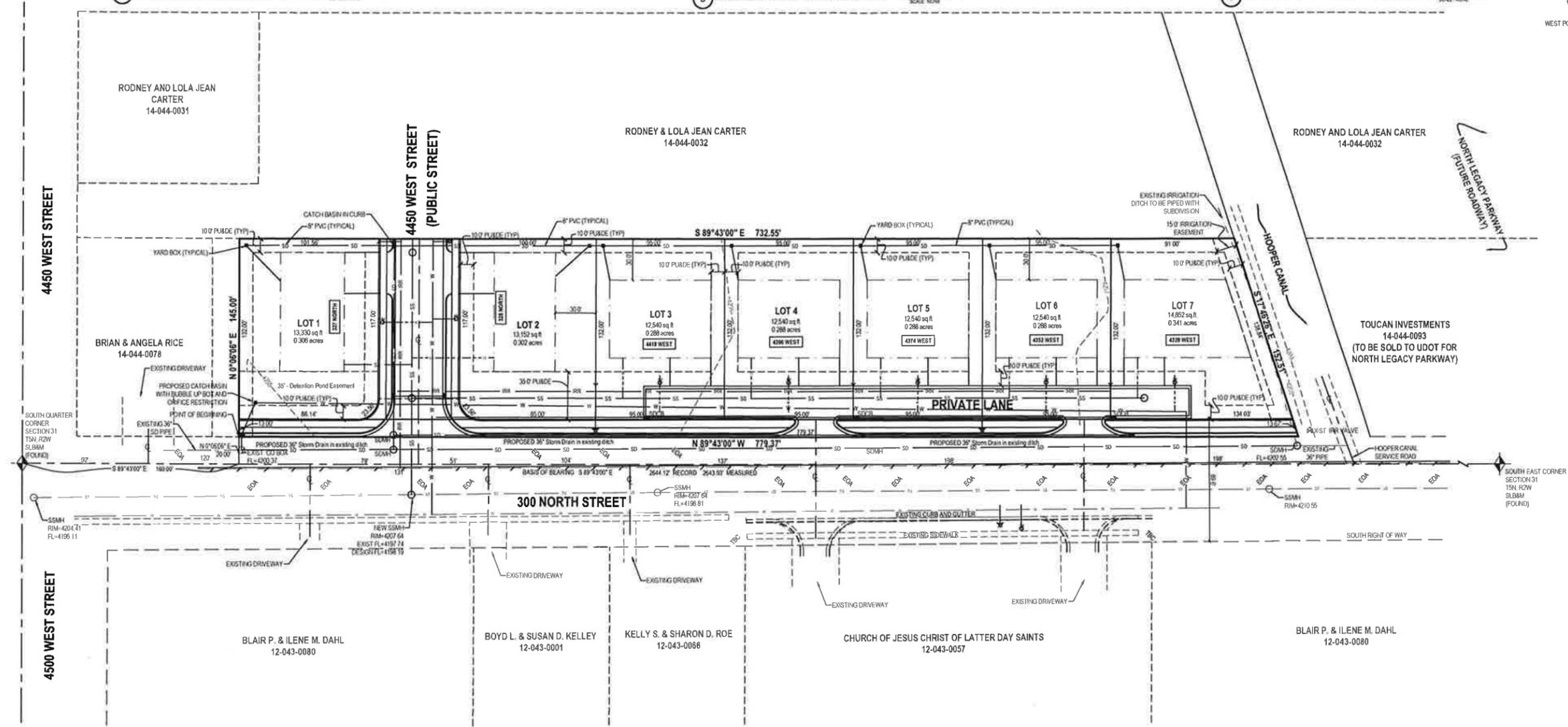


PRELIMINARY PLAT

PROJECT NUMBER: L1517  
PRINT DATE: 6/1/15  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: K.RUSSELL

1 of 1

July 21, 2015



**LEGEND**

	SECTION CORNER		EXIST BUILDING
	EXIST MONUMENT		PRO BUILDING
	PRO MONUMENT		BUILDABLE AREA WITHIN SETBACKS
	EXIST REBAR AND CAP		PUBLIC DRAINAGE EASEMENT
	SET ENSIGN REBAR AND CAP		EXISTING 30" CURB AND GUTTER
	EXIST WATER METER		PROPOSED 30" CURB AND GUTTER
	PRO WATER METER		EXIST FENCE
	EXIST WATER MANHOLE		PRO FENCE
	PRO WATER MANHOLE		EXIST EDGE OF ASPHALT
	EXIST WATER VALVE		PRO EDGE OF ASPHALT
	PRO WATER VALVE		EXIST SANITARY SEWER
	EXIST FIRE HYDRANT		PRO SANITARY SEWER LINE
	PRO FIRE HYDRANT		EXIST STORM DRAIN LINE
	EXIST IRRIGATION VALVE		PRO STORM DRAIN LINE
	PRO IRRIGATION VALVE		EXIST LAND DRAIN LINE
	EXIST SANITARY SEWER MANHOLE		PRO LAND DRAIN LINE
	PRO SANITARY SEWER MANHOLE		EXIST WATER LINE
	EXIST STORM DRAIN CLEAN OUT		PRO WATER LINE
	PRO STORM DRAIN CLEAN OUT		EXIST IRRIGATION LINE
	EXIST STORM DRAIN CATCH BASIN		PRO IRRIGATION LINE
	PRO STORM DRAIN CATCH BASIN		

**SURVEYOR'S CERTIFICATE**

I, Keith R. Russell, do hereby represent that I am a Registered Land Surveyor and that I hold certificate no. 164386 as prescribed by the laws of the State of Utah and I have made a survey of the following described property. The purpose of the survey is to define the boundary of the parcel for a preliminary plat of a proposed development of the property into 7 single family residential building lots.

**PROPERTY DESCRIPTION**

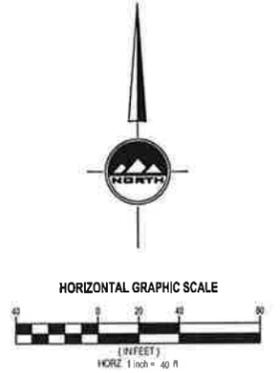
Beginning at a point on the north line of 300 North Street, said point being South 89°43'00" East 160.00 feet along the section line and North 0°06'00" East 20.00 feet from the South Quarter Corner of Section 31, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running:

Thence North 0°06'00" East 145.00 feet;  
Thence South 89°43'00" East 732.55 feet to the west line of the Hooper Canal;  
Thence South 17°42'00" East 152.51 feet along the west line of the Hooper Canal to the north line of 300 North Street;  
Thence South 89°43'00" West 779.37 feet along the north line of 300 North Street to the point of beginning.

Contains 168,481 square feet, 3.868 acres.

6-16-15  
Date  
Keith R. Russell  
License no. 164386

- DEVELOPMENT NOTES**
- STORM WATER FOR THE PRIVATE LANE AND LOTS SHALL BE DETAINED TO 0.2 CFS PER ACRE IN THE PROPOSED DETENTION POND ON LOT 1 AND RELEASED TO THE 36" STORM DRAIN IN 300 NORTH STREET.
  - AN EASEMENT FOR THE PRIVATE LANE WILL BE OWNED AND MAINTAINED BY THE HOMEWOOD HOME OWNERS ASSOCIATION.
  - 300 NORTH STREET TO BE WIDENED AND IMPROVEMENTS INSTALLED PER UDOT.
  - ACCESS PERMIT FOR 4450 WEST STREET AND PRIVATE LANE TO BE RECEIVED BY UDOT.
  - THE PROPERTY IS LOCATED IN LAND DRAIN ZONE "C"; FOOTING DRAINS WITH SUMP PUMPS FOR EACH HOME ARE REQUIRED FOR BASEMENTS, THE 4" OUTLET PIPE WILL DRAIN TO THE CATCH BASIN YARD BOX AT THE CORNER OF THE LOT.
  - YARD BOXES AND AN 8" PVC WILL BE INSTALLED ALONG THE NORTH PROPERTY LINE FOR PURPOSES OF THE FOOTING DRAINS AND BACK YARD SURFACE DRAINAGE.



LOCATED IN THE SOUTH EAST QUARTER OF SECTION 31 TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN



# City Council Staff Report



**Subject:** Inter-local Agreement with Clinton City  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** July 21, 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. Most of the concerns were resolved with exception of the fee for sewer service. This report contains a recommendation on the fee.

## **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.

The last item of concern was the sewer collection fee, also called the wheeling fee in the agreement. Clinton City charges a higher fee to non-residents than to residents. It was suggested that perhaps we should do the same. However, after discussion with our staff we do not feel that a higher fee is justified. Clinton's reasoning for the higher fee is that they subsidize the sewer system with general fund money. In West Point the sewer system is paid for completely from the sewer fund which is supported by the sewer fees. We recommend that the non-residents pay the same fee as residents, which is currently \$6.70.

The agreement has been reviewed by the City Attorney and he made a couple of minor comments that have been addressed.

### **Recommendation**

Staff recommends approval of the inter-local agreement with Clinton City.

### **Significant Impacts**

None

### **Attachments**

Draft Agreement

Resolution N. 07-21-2015B

# 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. Impact fees may be adjusted by action of the West Point Council and will be collected by Clinton City with 30 days notice provided.
  - d. 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.
  - e. 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

---

Erik R. Craythorne, MAYOR

ATTEST:

---

Misty Rogers, RECORDER

---

FELSHAW KING  
WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

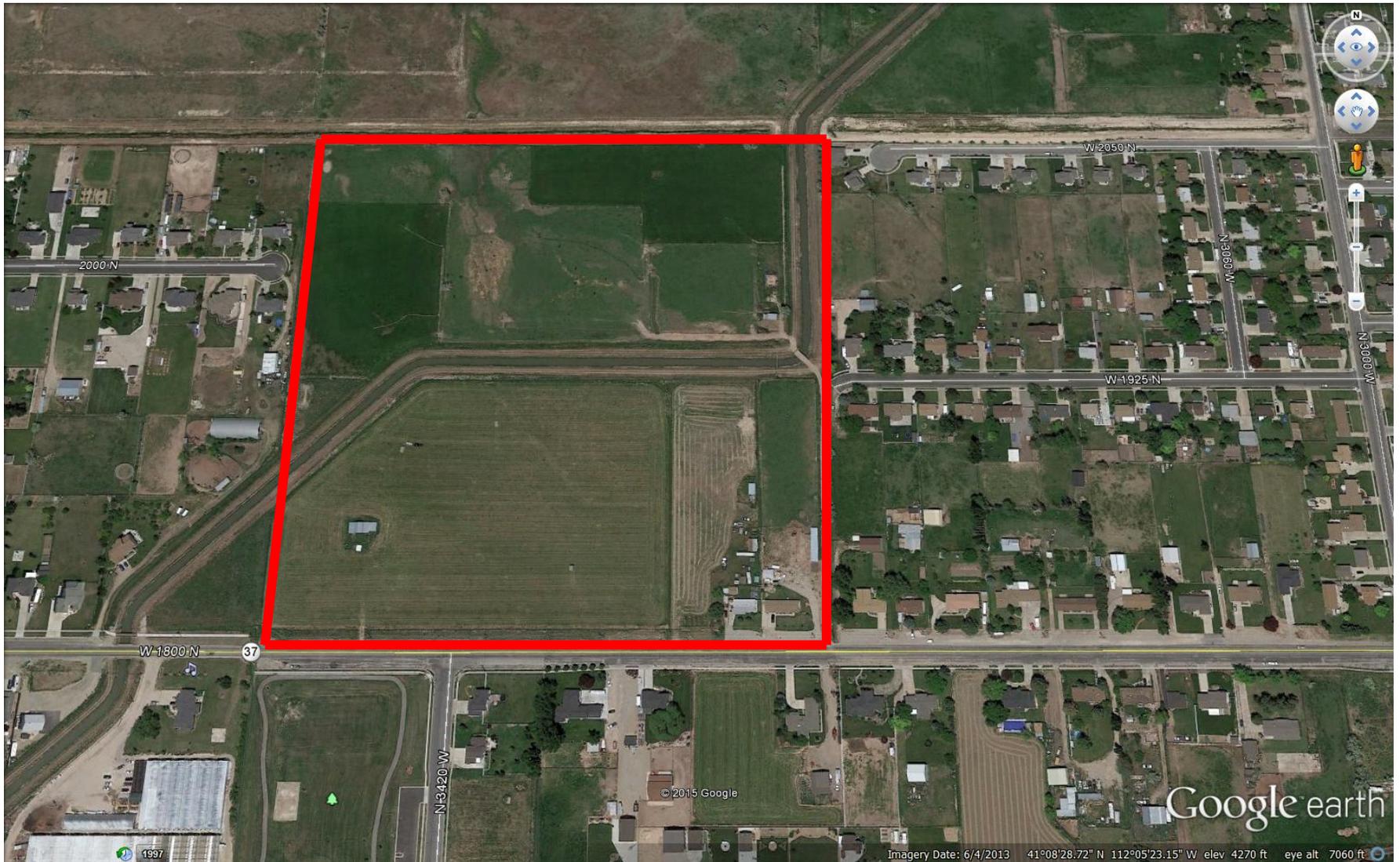
State of Utah }  
                  §  
County of Davis }

On the \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

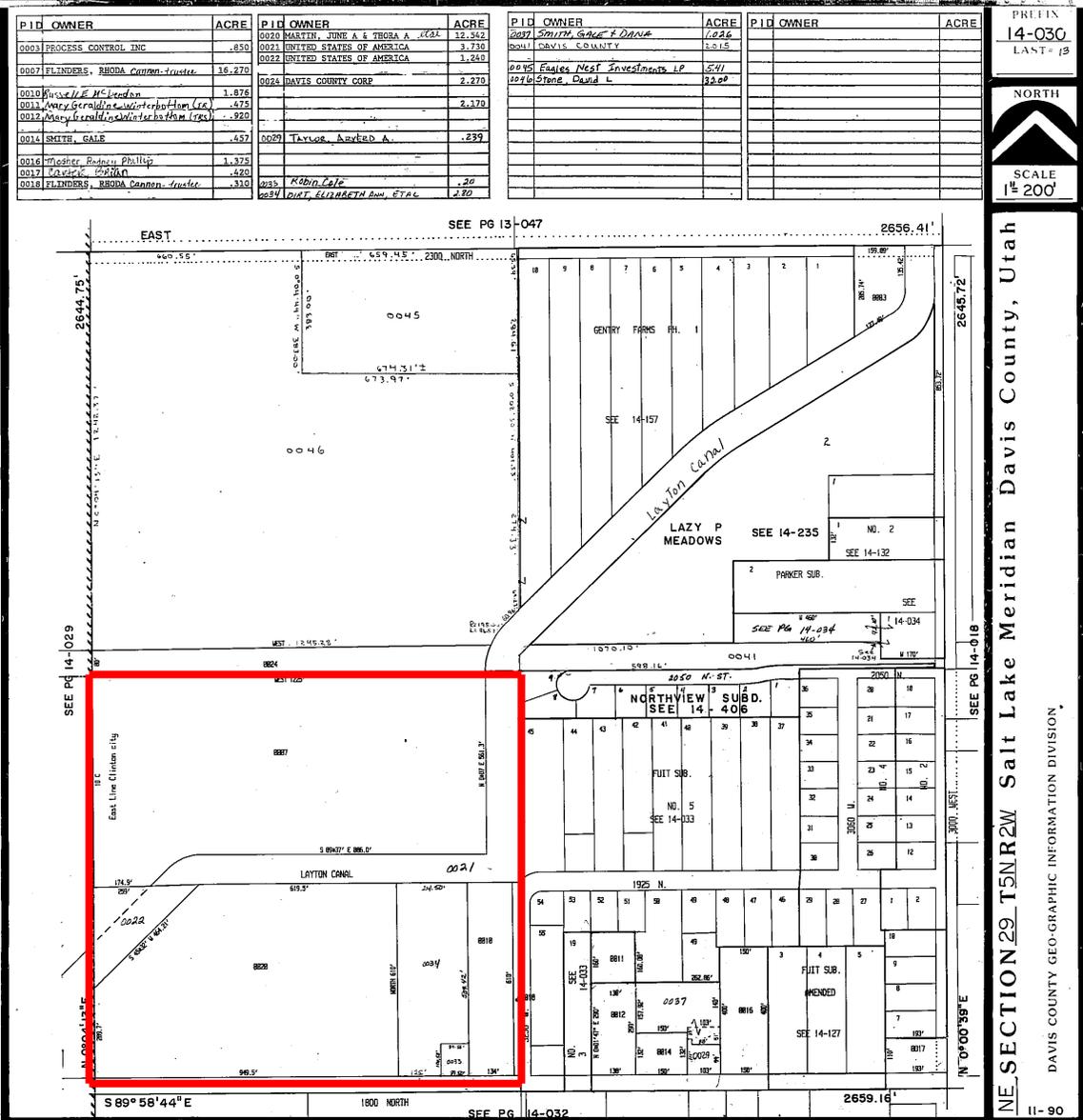
Approximate Service Area





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	LAZY P MEADOWS	.420	003	Robin Cole	.20						
0018	FLINDERS, BRODA Cannon Trustee	.310	0034	DUNT, ELIZABETH Ann, ETAL	2.20						

PRELIM  
14-030  
LAST P 13

NORTH

SCALE  
1" = 200'

NE SECTION 29 T5NR2W Salt Lake Meridian Davis County, Utah

DAVIS COUNTY GEO-GRAPHIC INFORMATION DIVISION

11-90



**RESOLUTION NO. 07-21-2015B**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEST POINT CITY AND CLINTON CITY FOR SEWER SERVICE FOR THE CLINTON MEADOWS SUBDIVISION**

**WHEREAS**, Clinton City is considering the Clinton Meadows subdivision for approval; and

**WHEREAS**, Clinton City is unable to provide sewer service to said subdivision; and

**WHEREAS**, the Developers have requested a connection to the West Point sewer system; and

**WHEREAS**, the West Point City Council has considered such request; and

**WHEREAS**, an inter-local agreement with Clinton City has been prepared.

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the City Council of West Point City as follows:

1. The inter-local agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of July, 2015.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Erik Craythorne, Mayor

**ATTEST:**

\_\_\_\_\_  
Misty Rogers, City Recorder



# City Council Staff Report

**Subject:** 2015 Property Tax Rate  
**Author:** Evan Nelson  
**Department:** Administrative Services  
**Date:** July 21, 2015



## **BACKGROUND**

Each year the City is required to approve a property tax rate. Property tax laws are set up in a way that protects tax collecting entities from fluctuations in the economy. The City is entitled to receive the same amount in total property tax revenue as received last year, plus an additional amount from new growth. The County sets the *certified tax rate* to ensure this. If the City wishes to collect more property tax revenue than is allowed by the certified rate, the Council must hold a public hearing and approve an alternative tax rate. When this subject was discussed in June, the Council expressed an interest in holding a Truth in Taxation public hearing to consider a rate higher than the certified rate.

## **ANALYSIS**

The Davis County Assessor has indicated that property values in West Point City have increased by 5.6% this year. As a result of the change in value, the County has set our certified rate at 0.001005, which is lower than the 2014 approved rate. The Council may choose to accept the certified rate, maintain the rate from 2014, or approve a rate somewhere between the two. A list of possible rates with corresponding revenue amounts is shown in the table below.

Potential Rates	Revenue	
0.001005	365,378	Certified Rate
0.001010	367,205	
0.001015	369,041	
0.001020	370,832	
0.001025	372,650	
0.001030	374,467	
0.001036	376,649	2014 Rate

If the Council chooses to approve the certified rate, our estimated property tax revenue will be \$365,378, an increase of \$8,678 over 2014. The increase is a result of new growth. If the Council chooses to maintain the 2014 rate, our estimated property tax revenue will be \$376,649, an increase of \$19,949 over 2014. This information is summarized in the table below. Choosing to maintain the rate would increase the property tax of a \$212,000 residence by \$3.62 per year.

		Increase over 2014
Revenue approved in 2014	\$356,700	
Revenue approved in 2015 at Certified Rate	\$365,378	\$8,678
Revenue in 2015 if rate maintained	\$376,649	\$19,949

We will hold a Truth in Taxation public hearing on August 4<sup>th</sup> and the Council will vote to approve a tax rate at that time. The Council will also approve the Final Budget for Fiscal Year 2016.

Questions may arise about the purpose or use of the possible increase to property tax revenue. We have discussed an anticipated increase to the cost of Animal Control Services provided by Davis County. While this change could add significant expense to the General Fund over the next several years, we do not yet have reliable figures and timeframes to work from. Another possible use is to transfer the revenue into the Capital Projects Fund for use on parks, trails, or streets projects included in our Capital Improvement Plan.

**RECOMMENDATION**

This item is for discussion only. Staff would welcome feedback on setting the property tax rate and proposed uses for the additional funds, if applicable.

**SIGNIFICANT IMPACTS**

There are no significant impacts at this time.

**ATTACHMENTS**

None

# City Council Staff Report



**Subject:** Appointment of Poll Workers  
**Author:** Misty Rogers  
**Department:** Executive  
**Date:** July 21, 2015

---

## **Background**

In 2015, Davis County Clerk/Auditor's Office entered into a contract with West Point City for elections services. The services rendered by Davis County include administrative, technical and professional services.

## **Analysis**

Three Council seat vacancies will be voted upon in the November 3, 2015 ballot. During the Candidate Filing Period, eight Declaration of Candidacy forms were filed with the West Point City Recorder. Because the number of candidates exceeds twice the number of persons needed to fill the office, a Primary Election must be held. Utah State Code 20A-5-602 requires a Municipal Legislative Body to appoint Poll Workers before the Municipal Primary Election. Davis County has provided the following Poll Workers to assist with the 2015 Municipal Primary Election:

- Kristi L Davis
- David Jacob Koster
- Verlynn Koster
- Christine W Whitesides
- Laurel Wolfe

The West Point Municipal Primary Election will be held on August 11, 2015 between the hours of 7:00 am and 8:00 pm. Early Voting will be held July 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup>, 31<sup>th</sup> and August 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> between the hours of 1:00 pm and 5:00 pm. All voting will occur at West Point City Hall, 3200 W 300 N, West Point, UT 84015.

## **Recommendation**

Staff recommends approving Resolution No. 07-21-2015A, the Appointment of Poll Workers and an Alternate for the West Point City Municipal Primary Election.

## **Significant Impacts**

No significant Impacts at this time.

## **Attachments**

Resolution 07-21-2015A



**RESOLUTION NO. 07-21-2015A**

**APPOINTING ELECTION JUDGES FOR THE  
2015 WEST POINT CITY MUNICIPAL PRIMARY ELECTION**

WHEREAS, the City Council of West Point City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City Council finds that UCA §20A-5-602 et. seq., requires the designation of election judges and counting judges for municipal elections at least 15 day before the election; and

WHEREAS, the City Council finds that making these designations now, will satisfy these requirements; and,

WHEREAS the City Council now desires to be in conformance with the requirements of law; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Point as follows:

**SECTION 1 - ELECTION OFFICIALS APPOINTED**

That the election judges and positions set out in **Attachment "A"** hereto, and by this reference incorporated herein as if fully set out, shall be appointed to the positions indicated, for the 2015 Municipal Primary Election.

PASSED AND ADOPTED by the West Point City Council on the 21<sup>st</sup> day of July, 2015.

---

Erik Craythorne, Mayor

ATTEST:

---

Misty Rogers, City Recorder

**Attachment "A"**  
**Resolution No. 07-21-2015A,**

**Election Judges for the 2015 Municipal Primary Election**

Kristi L Davis – Provisional Clerk  
David Jacob Koster – Poll Book Clerk  
Verlynn Koster – Poll Manager  
Christine W Whitesides – Technician  
Laurel C Wolf – Receiving Clerk

# City Council Staff Report

**Subject:** Status of Code Enforcement in West Point  
**Author:** Bruce B. Dopp  
**Department:** Community Development  
**Date:** July 21, 2015



## **Background**

In order to achieve the highest quality of health, safety and the continuing beauty of West Point City, it is necessary to establish achievable and measurable goals for the enforcement of the ordinances established for that purpose. These goals will change from time to time depending on seasons and circumstances. If properly applied, these goals will ensure the continuing quality of life for the residents of the City. The day-to-day operation of code enforcement is driven by the following objectives:

1. Timely acknowledgement of citizen complaints with follow up to ensure satisfaction.
2. Establish priorities to make sure that health and safety issues are addressed as a top priority.
3. Ensure that staff is always courteous and respectful in dealing with complaints.
4. Pro-Active enforcement. Code Enforcement Officer spends at least 50% of working hours patrolling the City. Code Enforcement Officer is very visible to the residents.
5. Establish "Best Practices" for code enforcement through communication with other cities, continuing education, and involvement with county and state agencies.

## **Analysis**

During the past several months code enforcement has been focused on the following areas.

### ***WEEDS***

Courtesy Notices Issued-----53

Courtesy Notices Complied with-----49 (93% Compliance)

14 Day Notices Issued----- -4 (2 Complied with, 2 Pending)

\*Due to the abnormally wet spring we are experiencing heavy weed production which continues to frustrate both the city and residents. This issue will continue to be high priority as fire danger increases throughout the city.

### ***ILLEGAL PARKING***

Courtesy Notices Issued-----26

Courtesy Notices Complied With-----24 (96 % Compliance)

14 Day Notices issued-----2

14 Day Notices Complied with-----1 (1 Pending)

**BASKETBALL STANDARDS IN STREET**

Courtesy Notices Issued-----29

Courtesy Notices Complied With-----25 (86% Compliance)

14 Day Notices Issued-----4

14 Day Notices Complied With-----3 (1 Pending)

**OTHER MISCELLANEOUS COMPLAINTS AND ISSUES (Bees, Yard Debris, Junk Vehicles)**

Courtesy Notices Issued-----14

Courtesy Notices Complied With-----12 (2 Pending)

**Recommendation**

Weeds are and will continue to be an ongoing enforcement priority for the city. One issue that I have encountered several times is the issue of weeds in back yards which are not visible from the street. The abatement in this situation depends on whether the weeds have reached the point where they have been become a fire hazard. I am not an expert in fire safety so I visited with the North Davis Fire District Fire Chief, Mark Becraft, explained the situations I have encountered and asked for his assistance and recommendations. He provided me with copies of the Fire Code which West Point has adopted specifically 304.1.2. *Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.*

He further assured me that if I determine that the weeds meet the above definition, he will back me with an evaluation by the Fire Marshall. He assured me that in most circumstances where lack of care resulting in long dry weeds, a fire hazard certainly exists and is enforceable.

**Significant Impacts**

None

**Attachments**

Examples of Courtesy Notice & 14 Day Notices



**West Point City Council Meeting  
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  
Jeffrey Turner  
**City Manager**  
Kyle Laws

**Administrative Session**

6:00 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on July 7, 2015 at 6:00 pm with Mayor Craythorne presiding.

**MAYOR AND COUNCIL MEMBERS PRESENT** – Mayor Erik Craythorne, Council Member Kent Henderson, Council Member Gary Petersen and Council Member Jerry Chatterton

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

**EXCUSED** - Council Member Jeff Turner and Council Member Andy Dawson

**VISITORS PRESENT** – Chris Loock and Jeff Diamond

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

**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**

Mr. Laws stated HB362 was passed during the 2015 Legislative Session. He then stated that both Gas Tax Reform and Local Option Transportation Sales Tax are included in bill.

The Gas Tax Reform will convert the current state gas sales tax from 24.5 cents-per-gallon to a 12% sales tax on the statewide average rack price of fuel. Mr. Laws stated due to inflation the motor-fuel tax has lost approximately 40% of its buying power since 1997, reducing the 24.5 cents-per-gallon tax in 1997 worth only 14.7 cents-per-gallon today. To limit potential price volatility, the tax will be applied to fuel prices with a fixed floor of \$2.45 per gallon and a fixed ceiling of \$3.33 per gallon.

The Local Option Transportation Sales Tax provision provides a way for cities and towns to collect addition revenue for transportation. This option allows counties to enact a 0.25% general sales tax for transportation subject to voter approval. The funding which would be received from the Local Option Sales Tax is not limited to only B & C uses, funding could potentially be used for sidewalks, pedestrian uses, transit, road maintenance, etc. In areas with transit services, 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.

Mr. Laws stated Davis County must decide if the Local Option Transportation Sales Tax will be included on the 2015 ballot for voter approval. The Utah League of Cities and Towns has requested each Council approve a resolution

supporting HB362, authorizing a Local Sales Tax Option dedicated to transportation and encouraging Davis County to include submit the proposal to voters in the November 2015 election.

Mr. Laws stated that Mr. Felshaw King, the West Point City Attorney has reviewed and approves Resolution No. 07-07-2015A. He then stated that the Council has the option to approve the resolution as presented or make modifications as necessary. Mr. Laws stated Resolution 07-07-2015A includes the following:

- Section 1 – Supports the 0.25% Local Option General Sales Tax
- Section 2 – Encourages Submission of proposal to the Voters of Davis County
- Section 3 – Encourages Voters to Enact the 0.25% Local Option General Sales Tax
- Section 4 – Road and Street Needs in West Point City
- Section 5 – Active and Alternative Transportation Infrastructure Needs in West Point City
- Section 6 - Outlines the Distribution of this Resolution
- Section 7 – Effective Dates

Mayor Craythorne stated the Gas Reform will become effective on January 1, 2016. He then stated the Gas Tax Reform will provide the City with an additional \$18,000 dollars of Class C Funds. He then stated if the Local Transportation Sales Tax option is approved by voters, the city could receive an additional \$70,000 to \$80,000 of funding each year.

Council Member Petersen asked if the intent of approving Resolution 07-07-2015A, will encourage the County to place the Local Transportation Sales Tax option on the November 2015 ballot. Mr. Laws stated yes. Mayor Craythorne stated the resolution encourages the County to place the Local Option Transportation Sales Tax option on the ballot and encourages voters to approve the Local Option Transportation Sales Tax option.

Mr. Laws reminded the Council that the Local Option Transportation Sales Tax must pass County-wide to become effective. He then recommended the Council approve Resolution No. 07-07-2015A during the General Session.

Council Member Petersen expressed his support of Resolution 07-07-2015A, he then recommended removing “WHEREAS, NEARLY 57% OF Utah adults are overweight, nearly 200,000 Utahans have diabetes, and diabetes and obesity related health care costs in Utah exceed \$700 million” from the resolution. Mr. Laws agreed with Council Member Petersen.

## **2. Discussion of Road and Sewer Connection to the Clinton Meadows Subdivision – Mr. Boyd Davis**

Mr. Davis stated the Clinton Meadows Subdivision will be located at approximately 2000 North 3500 West in Clinton. The subdivision will include 50 to 60 homes and will be completed in two phases (Clinton Meadows South and Clinton Meadows North). Clinton City and the Developer of the Clinton Meadows Subdivision have requested permission to connect to the road and sewer line on 2050 North in the Derby Acres Subdivision. Mr. Davis stated during the June 16, 2015 meeting, the Council discussed allowing the Clinton Meadows Subdivision to connect to the road and sewer line on 2050 North. The Council also discussed phasing, access points into the subdivision, alternative options for a sewer connection and sewer fees being charged to West Point City connected to Clinton City sewer lines.

Mr. Davis stated last week, members of Staff met with the developers of the Clinton Meadows Subdivision to discuss the Councils concerns. He then stated the plans show the Clinton Meadows North Subdivision connecting to 2050 North and the Clinton Meadow South running along 1800 North. Mr. Davis stated the developer plans to have a street which will connect Clinton Meadows North and Clinton Meadows South. The majority of the traffic will likely enter the subdivision off of 1800 North.

Council Member Chatterton asked which phase will be developed first. Mr. Davis stated the Clinton Meadows South will be developed first, this will provide access to the development off of 1800 North.

Mr. Chris Loock, the developer of the property stated because 28 homes currently exist in the Derby Acres Subdivision, another access must be added to the Clinton Meadows North phase before it can be developed. Because of this, Clinton Meadows South must be developed first. Mr. Loock then informed the Council that both phases have been submitted to Clinton City for review.

Mr. Davis stated during the meeting with the developers, the following questions were answered:

- Are there other options for the sewer connection? Mr. Davis stated yes, a sewer connection could be made to the north of the development. However, the connection would need to cross under the Davis County storm drain channel and an easement from a property owner would need to be obtained.
- Will 2050 North be the only access to 1800 North. Mr. Davis stated no, one access into the Clinton development will be added off of 1800 North.
- Does Clinton City charge a higher sewer fee to West Point residents? Mr. Davis stated yes. He stated that he recently spoke with Mr. Lynn Vinzant to discuss the fees charged by Clinton City to West Point City residents. Mr. Davis stated Clinton City charges additional \$1 or \$1.50 per month to West Point City residents connected to a Clinton City sewer line. His reasoning is because part of their General Fund is used to fund their sewer system and since West Point City residents don't pay property tax to Clinton City, West Point residents are charged an additional fee.
- Do the residents in the Derby Acres Subdivision expect 2050 North to remain a cul-de-sac? Mr. Davis stated the developer has contact the property owners at the end of the cul-de-sac. The property owners at the end of the cul-de-sac have agreed to allow the developer to purchase approximately 600 ft. of their property to allow for the road connection of 2050 North. Mr. Loock stated agreements between the developer and the residents have been signed and earnest money has been issued for the property.

Council Member Petersen asked if the residents have been informed the cul-de-sac will be straightened if the road connection is approved. Mr. Loock stated yes and the residents are ok with the connection.

Mr. Davis stated a second access into the Derby Acres Subdivision could be a benefit to the residents.

Mayor Craythorne asked if the Council has any recommendations with regards to the sewer fee charged to Clinton City residents connected to West Point City lines. He then stated providing utility connections to other cities can be confusing and burdensome.

Mr. Loock stated West Point City will be paid an impact fee for the connection of the sewer. Mr. Davis informed the Council that an impact fee will be paid to both West Point City and the North Davis Sewer District.

Council Member Chatterton expressed the need review the sewer fees to determine if fees are being charge appropriately.

Mr. Laws recommended including language to the Interlocal Agreement with Clinton City allow sewer fees to increase as the fee schedule is updated. The Council Agreed.

Council Member Petersen expressed concern with having to collect utility fees from other entities. He stated the long term tracking and collecting of fees can be costly and time consuming. Council Member Petersen stated the best situation would be for the Clinton Meadows Subdivision to connect to Clinton City sewer source.

Mayor Craythorne stated this will not be the last development that may need to connect to a West Point sewer line. He stated for clarification, documentation as to why certain properties are being charged higher rates than other properties is important.

Mr. Davis stated that the Interlocal Agreement with Clinton City permits the Council to change the sewer fee from time to time. Mr. Laws agreed, he stated the Interlocal Agreement states "willing fees may be adjusted by action of West Point Council and will be collected by Clinton City with 30 days' notice provided".

Mr. Laws stated the Council will be asked to take action on his item during the July 21<sup>st</sup> Council Meeting. Mayor Craythorne requested that Staff review fee schedules before the next Council meeting.

**3. Discussion of Final Approval for the Wise Country Meadows Phase 3 Subdivision – Mr. Boyd Davis**

Mr. Davis stated that the West Point City Planning Commission has granted final approval of Phase 3 of the Wise Country Meadows Subdivision. He stated phase 3 includes approximately 21 lots and will be the final phase of the subdivision. Mr. Davis stated outstanding items include minor corrections to the plat, required fencing needs to be shown on plan, written approval from the North Davis Fire District and Davis & Weber Counties Canal and 50% of the building permits must be submitted in phase 2 before the plat can be recorded. Mr. Davis stated the Council can grant final approval but the plat will not be released or recorded until the outstanding items are completed.

**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**

Mr. Laws stated that on July 2<sup>nd</sup>, he and Mr. Davis met with Mr. Randy Cook from Davis County to discuss the Tour of Utah. The Tour of Utah is a well-recognized event and this is the first year that Davis County has sponsored a stage of the race. He then presented the 2014 Tour of Utah Recap ([https://www.youtube.com/watch?v=-8F\\_biiSFtE](https://www.youtube.com/watch?v=-8F_biiSFtE)) to the Council. Mr. Laws stated it is unclear as to why West Point hadn't been contacted about the tour until now, and the County has requested the Council pass Resolution 07-07-2015C as soon as possible.

Mr. Laws stated the Tour of Utah consists of 7 stages and stage 3 (August 5<sup>th</sup>) of the race is being sponsored by Davis County. The race will begin on Antelope Island, proceed across the causeway and move east along Antelope Drive. At 2000 West, the race will head north and enter West Point City limits at approximately 10:37 am. The race will continue north into Clinton City and then turns west along 1800 North. The race re-enters West Point City at about 10:47 am. At 5000 West, the race moves north and enters into Weber County traveling through Hooper, West Haven, Plain City, North Ogden, Pleasant View, Eden, Huntsville, Uintah, South Weber, Kaysville, Fruit Heights, Farmington, Centerville and ending in Bountiful.

Mayor Craythorne stated he hadn't been informed that the race route would travel through areas of West Point City until recently. He stated the Mayors who had portions of route travel through their city were invited to be part of a committee involved with the Tour of Utah. Because Mayor Craythorne hadn't been included in the committee, he assumed West Point City had been left out of the race route.

Mr. Laws stated that County has requested the Council approve the Interlocal Agreement that Davis County by resolution. He stated section 4 of the agreement states the City will provide Police and EMT/EMS services, Public Works, road and waste management services, and marketing services.

Mr. Laws stated because approval of the Interlocal Agreement and the drafting of a resolution haven't been received from the West Point City Attorney, the Council is urged to table the item until July 21<sup>st</sup>. He then stated that the City will use social media and the city website to inform citizens of the road closures.

Mr. Laws stated the County has provided the City with some marketing information with regards to Tour of Utah. He then asked if the Council would like to purchase additional marketing items and signage to hang along the race route. The Council suggested hanging a sign welcoming people into West Point City. Council Member Petersen recommended not purchasing much additional marketing items to hang along the route because the race route only includes a small portion of the city. The Council agreed.

#### **5. Citizen Comment Follow-up – Mr. Kyle Laws**

Mr. Laws stated that he had contacted Mr. Wayne Law after the June 19<sup>th</sup> meeting. He informed Mr. Wayne Law that the Council had instructed Staff to replace the "No Overnight Parking" signs on the west side of 4000 West with "No Parking" signs. He stated Mr. Wayne Law isn't pleased with the Council's decision and wants a better reason as to why he and his neighbors cannot park on the west side of 4000 West.

Mr. Laws informed the Council that Mr. Wayne Law will likely attend the General Session and provide additional comment to the Council. He then recommended Mayor Craythorne and the Council address the issue and explain as to why the Council doesn't believe parking should be permitted on the west side of 4000 West.

Mayor Craythorne stated some of the reasons that he and the Council have determined that no parking should be permitted on the west side of 4000 West include:

- The west side of 4000 West is not improved.
- There is not curb and cutter or sidewalk on the west side of 4000 West.
- 4000 West is a narrow road.
- 4000 West is a gateway to the West Point City Cemetery and the area should be unobstructed.
- People have abused the parking privilege on the west side of 4000 West.
- The City has the prerogative to close or establish no parking on any street deemed unsafe or a nuisance.
- It is inconsiderate for residents to park in front of their neighbors home if parking is available in front their own home.
- Residents should park in or in front of their own property. Mr. Laws stated he informed Mr. Wayne Law that if they were having a large gathering, their guests could park on the east side of 4000 West or at the Cemetery for a short period, however long-term or overnight parking will not be permitted.
- Parking shouldn't be allowed in the field on 4000 West.

Mayor Craythorne asked Mr. Davis to find out the width of the asphalt on 4000 West. He then informed the Council that Mr. Wayne Law requested to be placed on the agenda. But instead of being on the agenda, Mr. Wayne Law has been informed that he could address the Council during the Citizen Comment period. The Council would then address Mr. Wayne Law's question as to why the Council does not support parking on the west side of 4000 West.

The Administrative Session adjourned.



**West Point City Council Meeting  
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  
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 Hall, 3200 West 300 North, West Point City, Utah 84015 on July 7, 2015 at 7:00 pm with Mayor Craythorne presiding.

**MAYOR AND COUNCIL MEMBERS PRESENT** – Mayor Erik Craythorne, Council Member Kent Henderson, Council Member Gary Petersen and Council Member Jerry Chatterton

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

**EXCUSED** – Council Member Jeff Turner and Council Member Andy Dawson

**VISITORS PRESENT** – Wayne Law, Amy Ross, Doug Zaugg, Landrey Cullimore and Thomas White

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

Mayor Craythorne thanked City Staff and volunteers who assisted with the Independence Day Celebration. He then thanked the Public Works Department for their assistance with the Smith's Marketplace Groundbreaking.

Council Member Chatterton expressed his appreciation to Staff, the Public Works Department and the Volunteers who assisted with the 4<sup>th</sup> of July celebration. He then stated Mr. Mel Hansen has volunteered to help with the 4<sup>th</sup> of July celebration for the past several years. Council Member Chatterton expressed his appreciation of Mr. Hansen's willingness to serve.

Council Member Petersen expressed his appreciation to members of Staff and the volunteers who assisted with the 4<sup>th</sup> of July celebration. He stated he was grateful that the wind calmed enough to light fireworks.

Council Member Henderson expressed his appreciation to those who assisted with the 4<sup>th</sup> of July celebration. He stated he has received only compliments with regards to the celebration.

**5. Communications from Staff**

Mr. Laws stated Staff received numerous compliments with regards to the new basketball courts and playground equipment at the Loy Blake Park. He then stated that 150 basketball games were played during the 3on3 tournament. Mr. Laws stated the West Point Public Works Department is a great asset to the City and they are always willing to assist with whatever needs to be done.

Council Member Chatterton stated because of the great reputation of the 3on3 tournament, a team from California traveled to West Point City just to participate in the tournament.

## 6. Citizen Comment

Mr. Wayne Law – 128 North 4000 West, West Point City

Mr. Wayne Law stated that he had recently been informed by Mr. Kyle Laws that the Council has requested the “No Overnight” parking signs on the west side of 4000 West be replaced with “No Parking” signs. He then requested to speak to the Council after the General Session.

Mr. Kyle Laws stated Mr. Wayne Law should comment to the Council during the Citizen Comment period. After the Citizen Comment period, the Mayor and Council will have the opportunity to address Mr. Wayne Law’s questions and comments.

Mayor Craythorne informed Mr. Wayne Law that during the General Session, people are given the opportunity to address the Council. He stated during the General Session, the Council typically does not interact with the person providing comment. However this meeting will be different, Mr. Wayne Law will provide questions and comments to the Council. After the Citizen Comment period is closed, Mayor Craythorne and the Council Members will have the opportunity to address the concerns of Mr. Wayne Law. He then stated that he and Council Member Petersen have a meeting scheduled immediately following the General Session, but Mr. Wayne Law could speak with Council Member Henderson, Council Member Chatterton or members of Staff after the meeting.

Mr. Wayne Law expressed the following concerns and frustrations to the Council:

- What gives West Point City the authority to regulate use of BLM land?
- Why have “No Parking” and “No Overnight Parking” signs been placed on the west side of 4000 West. Mr. Wayne Law stated for over 30 years, no one cared about parking on the west side of the road. He stated the parking hasn’t been an issue until three or four years ago.
- During a funeral of a Police Officer, vehicles were permitted to park in “No Parking” areas. Mr. Law asked why Police Agencies are permitted to park in the “No Parking” areas but he is not. Mr. Wayne Law stated he has received tickets for parking on the west side of 4000 West and it is harassment.

Mr. Wayne Law stated the only time parking shouldn’t be permitted on the west side of 4000 West is when mowing needs to be done. He then asked the Council why they have requested the “No Overnight Parking” be replaced with “No Parking” signs. Mr. Wayne Law expressed the need for the Council to give freedom the residents of the City. He then stated if residents are abusing the parking privilege on 4000 West, the City should contact the person causing an issue.

Mr. Wayne Law stated it doesn’t make sense to prohibit people from parking on the west side of 4000 West. He then stated it is a safety issue if residents are required to park on the east side of 4000 West. The sidewalk on the east side of 4000 West is a solid sidewalk and there is not park strip between the road and the sidewalk. Mr. Wayne Law stated that park strips are a safety for children and those utilizing the sidewalk. He stated parking on the eastside of the road will only create additional danger for children. Mr. Wayne Law stated that he wants to know the real reason for not allowing parking on the west side of 4000 West.

No more comments were made to the Council, therefore Mayor Craythorne closed the Citizen Comment period.

Mayor Craythorne stated the parking on the west side of 4000 West has been discussed by the Council over the past several years. He then addressed some Mr. Wayne Laws concerns by saying some of the reasons discussed by the Council over the past few years include the following:

- The City has the prerogative to prohibit parking on any City street.
- 4000 West is the gateway to the Cemetery. Vehicles and other items parked on the west side of 4000 West make the area unsightly and unattractive.
- Parking on the west side of 4000 West has been abused.

- The Council cannot find a good reason as to why people should be allowed to park on the west side of the road. Mayor Craythorne stated residents don't typically park in front of their neighbors' homes if they have parking available in front of their home.
- The asphalt of a normal subdivision is 36' wide, but the asphalt on 4000 West is only 30 ft. wide. Parking on the asphalt on the west side of the road will drastically reduce the width of the road.

Mayor Craythorne stated the Council is trying to create an attractive gateway to the cemetery as well as create a safe way to travel on 4000 West.

Council Member Petersen stated when Mr. Wayne Law had addressed the Council on June 16<sup>th</sup>; he was sympathetic to Mr. Wayne Law and his situation. However each time he travels down 4000 West many of the same vehicles remain parked on the west side of the road on the Weber Basin property. Council Member Petersen stated not very often do people park in front of another neighbor's home after work. He stated in reality, 4000 West is narrow, there are nuisance issues and safety concerns with allowing parking on the west side of the road. He stated there is adequate parking on the east side of 4000 West and west side of the road shouldn't be used for parking vehicles.

Mayor Craythorne informed Mr. Wayne Law he could speak with Council Member Chatterton, Council Member Henderson or Members of Staff after the meeting.

**7. Consideration of Approval of Minutes from the June 16, 2015 City Council Meeting.**

Council Member Chatterton motioned to approve the minutes from the June 16, 2015 City Council Meeting. Council Member Henderson seconded the motion. The Council unanimously agreed.

**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**

Mayor Craythorne stated during the 2015 Legislative Session, HB362 was passed and both Gas Tax Reform and Local Option Transportation Sales Tax were included in bill. The Gas Tax Reform portion of the bill will become effective on January 1, 2016. However the Local Option Transportation Sales Tax provision provides a way for cities and towns to collect additional revenue for transportation. Mayor Craythorne informed those in attendance that Resolution 07-07-2015A only encourages the County to place the Local Option Transportation Sales Tax provision on the November 2015 ballot and encourages voters to approve the Local Option Transportation Sales Tax option.

Mayor Craythorne stated trying to maintain roads can be difficult if funding isn't available. He stated over the last 30 years, a significant amount of growth has occurred and numerous roads are in need of maintenance. The Local Option Transportation Sales Tax provision provides a way for cities and towns to collect much needed revenue for transportation needs.

Mr. Laws stated that West Point City currently receives between \$200,000 and \$250,000 in Class C road money each year for road maintenance. This money is obtained through the Gas Tax. Mr. Laws informed those in attendance that currently 24.5 cents is the Gas Tax and a portion of what is collected is allocated to the city based on the miles of road within the City.

Mr. Laws stated as an example of how much road projects can cost, the 3000 West widening is a \$3 million project. Mr. Laws stated the City has a road maintenance schedule and projects are broken down into increments of \$250,000. He stated the Gas Tax portion of the bill will provide some additional funding, but the Local Option Transportation Sales Tax option will significantly help with road and transportation maintenance.

Mr. Laws stated the Local Option Transportation Sale allows counties to enact a 0.25% general sales tax for transportation subject to voter approval. The funding which would be received from the Local Option Sales Tax is not limited to only B & C uses, funding could be used for sidewalk, pedestrian uses, transit, road maintenance, etc. In areas with transit services, 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.

Mr. Laws stated that approval of Resolution 07-07-2015A encourages the County to place the Local Option Transportation Sales Tax provision on the November 2015 ballot and encourages voters to approve the Local Option Transportation Sales Tax option. Mr. Laws stated Davis County residents as a whole must approve the Local Option Transportation Sales Tax or it will not be approved.

Mr. Laws stated the Council discussed Resolution 07-07-2015A and the support for HB362 Local Sales Tax during the Administrative session and the Council recommended two minor changes to the resolution. He recommended the Council approve Resolution 07-07-2015A with the changes recommended by the Council during the Administrative Session.

Council Member Petersen motioned to approve Resolution 07-07-2015, 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 with the modifications discussed during the Administrative Session.

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

**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**

Mayor Craythorne stated vacation and sick leave accrual rates have recently been changed for employees. Because of the accrual rate increases for employees, the City Manager's vacation leave should be increased from 120 hours to 180 hours.

Council Member Henderson motioned to approve Resolution No. 07-07-2015B, Amending Section 12 of the Employment Agreement for the City Manager Relating to Vacation Leave.

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

**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**

Mayor Craythorne stated the Interlocal Agreement between Davis County and West Point City for Services Related to the Tour of Utah and corresponding resolution haven't been approved by the West Point City Attorney. Therefore he recommended the Council table this item until July 21<sup>st</sup>.

Mayor Craythorne informed those in attendance that Stage 3 of the Tour of Utah will include Davis and Weber Counties. On August 5<sup>th</sup> at approximately 10:37 am, racers will travel on 2000 West and 1800 North. Competitors in the Tour of Utah may include participants from the Tour de France.

Council Member Petersen motioned to table Resolution 07-07-2015C, approving an Interlocal Agreement between Davis County and West Point City for Services Related to the Tour of Utah.  
Council Member Henderson seconded the motion.  
The Council unanimously agreed.

**11. Motion to Adjourn**

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

\_\_\_\_\_  
ERIK CRAYTHORNE, MAYOR                      July 21, 2015  
DATE

\_\_\_\_\_  
MISTY ROGERS, CITY RECORDER                      July 21, 2015  
DATE

DRAFT

# City Council Staff Report

**Subject:** Interlocal Agreement with Davis County (Tour of Utah)  
**Author:** Kyle Laws  
**Department:** Executive  
**Date:** July 21, 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 11<sup>th</sup> 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 5<sup>th</sup>. 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.

Felshaw has reviewed the agreement and has the following comments concerning it:

- Paragraph 4.a – The City should check with Davis County Sheriff's Office to ensure commitment on their side
- Paragraph 4.d – The City should check with North Davis Fire District to ensure EMT/EMS services will be provided by them
- Paragraph 6 – We see no reason why the City should accede to any such provisions. In fact, the County should indemnify the City or at least have reciprocal indemnification.
- Paragraph 7 – The same comment as paragraph 6 above
- Paragraph 8 – What is the incentive for the City to participate in this event if there can be no recognition of City involvement?

Felshaw recommends the Agreement reflect the comments set forth above.

The agreement has been modified to reflect the first two items mentioned by Mr. Felshaw King. The other three items are open for discussion of the Council.

**Recommendation**

If comfortable with the Agreement, 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 Animal Control Services.
- Resolution No. 07-21-2015C
- Letter from City Attorney

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

This INTERLOCAL 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. Public Works and Road Services. City's Public Works Department will provide the Davis County Sheriff's Office 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.
- b. Permit Services. City agrees to waive any customary city permits such as, parking permits, road closure(s), banners and signage.
- c. 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.
- d. 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.
- e. 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:\_\_\_\_\_



**RESOLUTION NO. 07-21-2015C**

**RESOLUTION OF WEST POINT CITY APPROVING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY REGARDING SERVICES IN CONNECTION WITH THE 2015 TOUR OF UTAH.**

**WHEREAS**, after careful analysis and consideration of relevant information, West Point City desires to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the City agrees to provide certain services in connection with the 2015 Tour of Utah bicycle race; and

**WHEREAS**, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency,

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH THAT:**

1. The Interlocal Agreement between West Point City and Davis County attached hereto as Exhibit “A” is approved and shall be executed by the City, by signature of the appropriate person(s); and

2. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

3. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the City; and

4. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the City, during regular business hours for 30 days after the adoption of this Resolution, Section 11-13-219, UCA, 1953.

ADOPTED by the City Council of West Point City, Utah this 21<sup>st</sup> day of July, 2015.

WEST POINT CITY

---

ERIK CRAYTHORNE, Mayor

ATTEST:

---

MISTY ROGERS, City Recorder



July 10, 2015

Ms. Misty Rogers  
City Recorder  
3200 West 300 North  
West Point City, UT 84015

**Re: *Interlocal Agreement Related to the Tour of Utah***

Dear Ms. Rogers:

We have reviewed the above referenced document and make the following comments:

1. Under paragraph 4.a the City agrees to provide police services. You should check with the Davis County Sheriff's Office to see if the commitment to provide such services will be covered your agreement with the Sheriff's Office.

Same comment applies to paragraph 4.b.

2. Paragraph 4.d provides that the City will provide the EMT/EMS services for the general public. The City does not have this capability and these services would have to be provided the North Davis Fire Department.

3. Paragraph 6 of the Agreement is an extensive "Indemnification, Defense, Hold Harmless, Waiver, and Release" given by the City to Davis County. We see no reason why the City should accede to any such provision. In fact, the County should indemnify the City or at least have reciprocal indemnification.

4. The same comment set forth in the previous comment also applies to paragraph 7 entitled "Insurance."

5. Paragraph 8 prohibits the City from making any reference to the fact that the Tour, Stage 3, had any relationship to West Point City. Again, what is the incentive for the City to participate in this event if there can be no recognition of City involvement?



We recommend that the proposed Agreement to reflect the comments set forth.

Very truly yours,

KING & KING

A handwritten signature in blue ink that reads "Felshaw King". The signature is written in a cursive, flowing style.

Felshaw King

FK:kk



# City Council Staff Report

**Subject:** Subdivision Warranty  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** July 21, 2015



---

## **Background**

The Wise Country Meadows subdivision Phase 1, developed by Castle Creek Homes, is located at 550 N. 3000 W. The developer has completed the required 1 year warranty period and is now asking that the subdivision be removed from warranty.

The Pheasant Creek subdivision Phase 3, developed by M&D Developers, is located at 4325 W. 1800 N. The developer has completed the required 1 year warranty period and is now asking that the subdivision be removed from warranty.

## **Analysis**

The subdivisions have been inspected to ensure all the required improvements have been completed and are in good condition. All punch list items that were given to the developer have been completed. The developer has also transferred money to the City to cover the costs of the slurry seal on the roads.

## **Recommendation**

It is recommended that the Wise Country Meadows Phase 1 and Pheasant Creek Phase 3 subdivisions be removed from warranty.

## **Significant Impacts**

None

## **Attachments**

None