



**WEST POINT CITY COUNCIL NOTICE & AGENDA**

West Point City Hall  
3200 West 300 North  
West Point City, UT 84015  
September 15, 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**

5:30 pm (Board Room)

1. **Council member Photographs** (5:30 pm)
2. **Discussion of the Homewood Subdivision** (Immediately following Council photographs) [page 5](#)
3. **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 September 1, 2015 City Council Meeting** [page 11](#)
8. **Presentation of the Transportation Master Plan for West Point City** – Mr. Boyd Davis [page 21](#)
9. **Consideration of Resolution No. 09-15-2015A, a Licensing Agreement with the Bureau of Reclamation for Cemetery Expansion** – Mr. Boyd Davis [page 33](#)
10. **Consideration of Ordinance No. 09-15-2015A, Amendments to Section 17.40.050 (Apiaries/Beekeeping) of the West Point City Code** – Mr. Boyd Davis [page 53](#)
  - a. Public Hearing
  - b. Action
11. **Consideration of Resolution No. 09-15-2015B, a Postponement Agreement Between Ross Larsen and West Point City for the Installation of the Street Improvement at 4353 W 800 N** – Mr. Boyd Davis [page 61](#)
12. **Consideration of Final Approval of the B&L Ranch Subdivision** – Mr. Boyd Davis [page 61](#)
13. **Motion to Adjourn**

**OPEN HOUSE - WEST POINT CITY TRANSPORTATION MASTER PLAN**

Immediately following the General Session

Posted this 10th day of September, 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:** **10/6/2015**

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

1. Code Enforcement Update – Mr. Bruce Dopp
2. Discussion of Youth Council – Mrs. Jolene Kap
3. Discussion of Investment Policy – Mr. Evan Nelson
4. Citizen Comment Follow-up – Mr. Kyle Laws

### **General Session – 7:00 pm**

1. Swearing in of Youth Council Members
2. Appointment of Poll Workers for the 2015 West Point City Municipal General Election – Mrs. Misty Rogers
3. Consideration of Resolution No. 10-06-2015A, Accepting the Transportation Master Plan for West Point City – Mr. Boyd Davis

**Date:** **10/20/2015**

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

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

### **General Session – 7:00 pm**

**Date:** **11/3/015**

**No Meeting – Municipal Elections**

## **FUTURE ITEMS**

### **Administrative Session**

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Building Rental Fees & Policy – Mr. Kyle Laws
3. Interlocal Agreement with Davis County for Property use West of Blair Dahl Park – Mr. Kyle Laws
4. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws
5. Discussion of Water Conservation Plan – Mr. Paul Rochell
6. Discussion of West Point City Water Conservation Plan – Mr. Paul Rochell (Resolution)

### **General Session**

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

### **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

August

September

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:** Homewood Subdivision  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** September 15, 2015

## Background

The owner of the property located at 4400 W 300 N has submitted a 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 plan was submitted to the Planning Commission and given preliminary approval on July 9, 2015. It is on the schedule for final approval on September 10<sup>th</sup>.

At a previous Council meeting concerns were raised about this subdivision and the proposed private lane. Staff was asked to gather some additional information, which is included in this report.

## Analysis

The following questions and concerns were raised at the last meeting. The answers to these questions or additional information is given below.

1. Can the lots be rotated to face North?

If the lots were rotated to the north the lots would not have the required 100' depth due to road on the north and the landscape strip on the south that is required by code.

We spoke with the property owner to the north and he said that he would prefer the lots to face south. He also said that he would not allow a temporary turn-around on his property. The turn-around would be required if the lots faced north.

2. Is a private road allowed by code?

The Council asked Staff to get a legal opinion as to whether or not the City Code allows private roads. The City Attorney's opinion is attached to this report. His opinion is that private roads are only allowed in PUD developments. The proposed subdivision would not qualify as a PUD development unless 25% open space is reserved. Below are the sections of the code that address private roads.

17.10.020

"Street, **private**" means a right-of-way or easement in **private** ownership, not dedicated or maintained as a public street, which affords the principal means of access to two or more sites.

16.05.050

*L. The location, widths and other dimensions of proposed public streets, private streets or private access rights-of-way, alleys, utility easements, parks, other open spaces and lots, with proper labeling of spaces to be dedicated to the public, or designated as private streets or private access rights-of-way.*

16.05.090

*B. Street and Alley Widths, Cul-de-Sacs, Easements, Etc.*

*1. Street Dedication. All streets in subdivisions in West Point City shall be dedicated to the city, except private streets as outlined in the PUD overlay zone.*

*6. Standard Street Sections. All proposed streets, whether public or private, shall conform to the street cross-section standards as recommended by the city.*

*3. Each lot shall abut on a public street or private street dedicated by the subdivision plat or an existing publicly dedicated street.*

16.05.100

*F. Street Grading and Surfacing. All public and private streets shall be graded and surfaced in accordance with the standards and rules and regulations of the city council.*

16.05.030

“Lot right-of-way” means a strip of land of not less than 20 feet wide connecting a lot to a street for use as private access to that lot.

3. Can the City Council deny the subdivision until the surrounding properties are ready to develop? What is the City Attorney’s opinion?

The following is an excerpt from an email regarding the attorney’s opinion:

“I asked him if the developer has met all of the requirements for a subdivision based on city code, could the City Council deny that application based on timing or concerns about the private drive? He said that this would fall under an arbitrary or capricious decision. If they have met the requirements, what recourse do you have? He said. In his option the council does not have the right to deny the applicant.”

**Recommendation**

No action required, this is for discussion only.

**Significant Impacts**

None

**Attachments**

Plat

Legal Opinion

September 8, 2015

Mr. Troy Moyes  
West Point City Planner  
3200 West 300 North  
West Point, Utah 84015

**Re: *Homewood Subdivision***

Dear Mr. Moyes:

This letter is in reply to your e-mail of September 3, 2015 and our telephone conversation of September 8, 2015 regarding the above-referenced project. In your e-mail you asked four questions which we will respond to as follows:

**1. Is a “private access” allowed in the West Point City Code (refer to proposed Plat)?**

Section 16.05.030 of the City Code contains the following definition:

“Street, private” means a right-of-way or easement in private ownership, not dedicated or maintained as a public street.

Section 16.05.090 entitled “Subdivision Standards” states in subparagraph B.1:

“1. Street Dedication. All streets in subdivisions in West Point City shall be dedicated to the city, except private streets as outlined in the PUD overlay zone.”

Therefore, the answer to the question is that all subdivision streets must be dedicated to the City unless the project is being built as a Planned Unit Development (PUD) in accordance with Chapter 17.35.

**2. Can the City enforce violations which occur on a private road?**

Generally speaking, a City may not enforce traffic rules and regulations on private roads. Some exceptions are made for serious offenses such as driving under the influence, reckless driving and leaving the scene of an accident. You mentioned an example of enforcing prohibition of putting basketball standards in the streets. In our opinion, the City would not be able to enforce such Ordinances on a private road.

**3. What recourse legally does the City have if the development starts looking “bad”?**

See answer to number 4.

**4. If the development has an HOA, can the City require through a Development Agreement for the HOA to adopt certain standards regarding the private road, such as long term parking, R.V’s, etc.?**

If the project is developed as a PUD in accordance with Chapter 17.35, it is provided in Section 17.35.110 that the developer will be required to provide certain open space within the development. Subsection 6 provides that if the Home Owner’s Association, which the City may require, does not maintain the open/common space and improvements as indicated at the time of approval the City may perform the required maintenance or contract a third party to perform the required maintenance and recover all costs by means of the HOA. This subsection contains further description of means by which the City may recover costs of maintaining the property. In our opinion this would also cover the private street. The City should include desired legal provisions it wants in the Development Agreement.

**CONCLUSION**

All streets in subdivisions must be dedicated to the City unless the project is being developed as a PUD. We see nothing in the Ordinances which would prohibit the City from approving the street as outlined on the Plat, provided it became a City street and the development met all other requirements of City Ordinances. The only way it could be a private street is to develop the property as a PUD.

Please let us know if you have any other questions.

Very truly yours,

KING & KING

Felshaw King

FK:kh

# HOMWOOD SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER  
OF SECTION 31  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
WEST POINT CITY, DAVIS COUNTY, UTAH



VICINITY MAP  
NO SCALE  
WEST POINT, DAVIS COUNTY, UTAH

**SURVEYOR'S CERTIFICATE**  
I, KEITH R. RUSSELL, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 16438 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HOMWOOD SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
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°06'05" 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°06'05" East 145.00 feet;  
Thence South 89°43'00" East 732.62 feet to the west line of the Hooper Canal;  
Thence South 18°13'15" East 152.91 feet along the west line of the Hooper Canal to the north line of 300 North Street;  
Thence South 89°43'00" West 780.69 feet along the north line of 300 North Street to the point of beginning.  
Contains 109,715 square feet, 2.519 acres, 7 lots.

Date: \_\_\_\_\_  
Keith R. Russell  
License no. 16438

**OWNER'S DEDICATION**  
Know all men by these presents that I, the undersigned owner of the above described tract of land, having caused same to be subdivided, hereafter known as the

**HOMWOOD SUBDIVISION**  
do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. In witness whereof I have hereunto set my hands this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

By: TOUCAN INVESTMENT REAL ESTATE AND DEVELOPMENT LC  
KEITH R. RUSSELL  
MANAGING MEMBER

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**  
STATE OF UTAH J.S.  
County of Davis

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, KEITH R. RUSSELL, personally appeared before me, the undersigned Notary Public, in and for said County of SALT LAKE in the State of Utah, who after being duly sworn, acknowledged to me that he is the MANAGING MEMBER of TOUCAN INVESTMENT REAL ESTATE AND DEVELOPMENT LC, a Limited Liability Company and that he signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

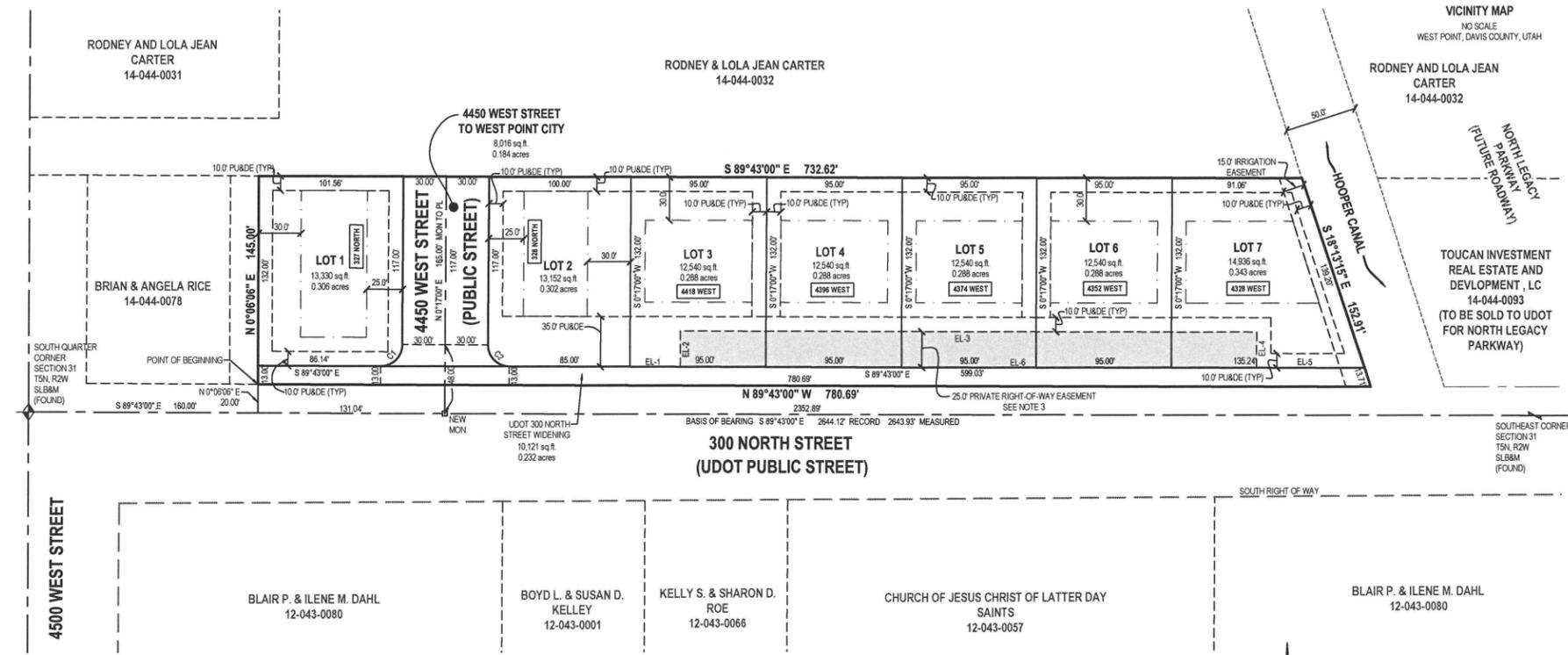
MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

**DEVELOPER**  
TOUCAN INVESTMENT REAL ESTATE AND DEVELOPMENT LC.  
KEITH R. RUSSELL  
2078 EAST 200 SOUTH  
LAYTON, UTAH 84040 801-597-9100

**SURVEY RECORDING DATA**  
DATE: \_\_\_\_\_  
DRAWING NO: \_\_\_\_\_

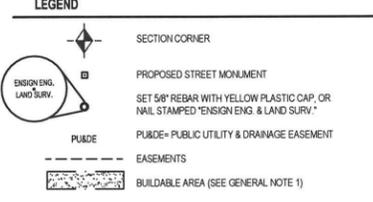
**HOMWOOD SUBDIVISION**  
LOCATED IN THE SOUTH EAST QUARTER  
OF SECTION 31  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
WEST POINT CITY, DAVIS COUNTY, UTAH

**DAVIS COUNTY RECORDER**  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
PROJECT NUMBER: 11537  
MANAGER: K.RUSSELL  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
DATE: 8/18/15  
DAVIS COUNTY RECORDER  
BY \_\_\_\_\_ DEPUTY RECORDER



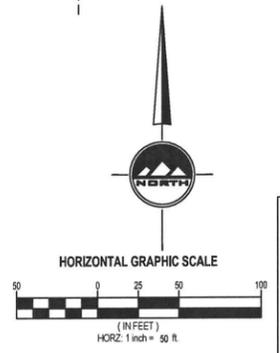
NOTE: UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

**GENERAL NOTES:**  
1. PROPERTY IS ZONED R-3  
A. FRONT YARD SETBACK IS 25 FEET OR P.U.D.E. LINE AT 35 FEET  
B. REAR YARD SETBACK IS 30 FEET  
C. SIDE YARD SETBACK IS 10 FEET  
D. CORNER LOT SIDE YARD SETBACK IS 20 FEET ARTERIAL STREET MINIMUM SIDE YARD AND (STREET) 20 FEET OR P.U.D.E. LINE AT 35 FEET.  
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (P.U. & D.E.) ARE 10' FRONT, 10' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.  
3. PRIVATE RIGHT-OF-WAY TO ALSO BE A PUBLIC UTILITY AND DRAINAGE EASEMENT. RIGHT-OF-WAY TO BE MAINTAINED BY THE HOMWOOD SUBDIVISION HOMEOWNERS ASSOCIATION. LOTS 3-7 INCLUSIVE TO HAVE RIGHTS TOGETHER WITH AND SUBJECT TO THE ENTIRE RIGHT-OF-WAY.



LABEL	BEARING	LENGTH
EL-1	S89°43'00"E	35.00'
EL-2	N0°17'00"W	25.00'
EL-3	S89°43'00"E	405.00'
EL-4	S0°17'00"W	25.00'
EL-5	S89°43'00"E	75.24'
EL-6	N89°43'00"W	405.00'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.56'	90°00'00"	S45°17'00"W	21.21'
C2	15.00'	23.56'	90°00'00"	N44°43'00"W	21.21'



**ENSIGN**  
LAYTON  
1485 W. Hillfield Rd. Ste 204  
Layton UT 84041  
Phone: 801.547.1100  
Fax: 801.593.6315  
www.ensigneng.com

**SALT LAKE CITY**  
Phone: 801.593.6309  
**TOOELE**  
Phone: 435.943.2906  
**CEDAR CITY**  
Phone: 435.865.1463  
**RICHFIELD**  
Phone: 435.865.2893

**CITY ATTORNEY'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
BY THE WEST POINT CITY ATTORNEY.  
WEST POINT CITY ATTORNEY

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
BY THE CITY PLANNING COMMISSION APPROVAL.  
CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

**CITY ENGINEER'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
BY THE WEST POINT CITY ENGINEER.  
WEST POINT CITY ENGINEER

**CITY COUNCIL APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
BY THE WEST POINT CITY COUNCIL.  
CITY RECORDER CITY MAYOR





**West Point City Council Meeting  
3200 West 300 North  
West Point City, UT 84015  
September 1, 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 September 1, 2015 at 6:00 pm with Mayor Craythorne presiding.

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

**EXCUSED** – Council Member Kent Henderson

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

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

**1. Discussion of License Agreement with the Bureau of Reclamation for Cemetery Expansion** – Mr. Boyd Davis

Mr. Davis stated in previous meetings, the Council discussed expanding the cemetery into the current parking lot and relocating the parking lot further to the west. He then stated the area of the proposed parking lot is currently owned by the Bureau of Reclamation (BOR). Over one year ago, Weber Basin assisted West Point City in requesting the BOR allow for the City to install the cemetery parking lot on their property. The BOR is willing to give the West Point City the land for the new parking lot in exchange for a narrow piece of property adjacent to the Layton Canal currently owned by the City. Mr. Davis stated because the property swap is time consuming; it is recommended the BOR and West Point City enter into a License Agreement. The License Agreement will allow West Point City to construct and use a parking lot on the property for 25 years or until the property transfer has occurred. Mr. Davis stated that Mr. Felshaw King, the West Point City Attorney has reviewed and approves of the proposed License Agreement.

Council Member Petersen asked how many parking stalls will be placed in the new lot if the cemetery parking lot is relocated further west. Mr. Davis stated between 75 and 100 stalls could fit in the new lot if the parking lot is relocated.

Mayor Craythorne stated relocating the parking lot further to the west will allow for double rows of parking and is good use of the available space.

Council Member Chatterton asked if 4000 West will remain in the same location. Mr. Davis stated yes, the existing road west of the cemetery will remain in the same location. He then stated that curb, gutter, and entrances into the new parking lot will be installed.

Mr. Laws stated the proposed cemetery expansion will provide approximately 750 additional cemetery plots.

Council Member Petersen and Council Member Dawson recommended that 4000 West, be incorporated into the new parking lot to allow for additional cemetery plots.

Mr. Davis asked if the Council is supportive of Staff moving forward with the design phase of the cemetery expansion. The Council expressed their support with Staff proceeding with the design phase of the cemetery expansion. Mr. Davis stated construction of the cemetery expansion could begin in the spring of 2016.

Council Member Petersen asked if the City has enough funds budgeted for the expansion. Mr. Laws stated that funds are available in the Cemetery Perpetual Care Project in the Capital Projects Fund.

Council Member Petersen recommended including improvements to the west side of 4000 West from the cemetery to the house on the corner of 4000 W 300 N during the expansion of the Cemetery.

Mayor Craythorne stated several options including fencing have been discussed for the area north of the cemetery on the west side of 4000 West.

Mr. Laws asked the Council to consider how fast the completion of the expansion should occur. He stated several of the expansion items could possibly be done with the help of Eagle Scout Projects. Mayor Craythorne also stated several of the expansion projects could coincide with Take Pride in West Point day.

## **2. Discussion of Fourth Class City – Mr. Kyle Laws**

Mr. Laws stated West Point City recently received notification from the Lieutenant Governor that as of July 29, 2015, West Point City's classification has changed from a fifth class city to a fourth class city. Mr. Laws then informed the Council that Utah Code 10-2-301(1) states "each municipality shall be classified according to its population." The Lieutenant Governor determines the population of the municipality and then issues a certificate of classification to the municipality. The classification of a municipality is determined by population as follows:

- Under 1,000 is a town
- 1,000 or more but less than 10,000 is a city of the fifth class
- 10,000 or more but less than 30,000 is a city of the fourth class
- 30,000 or more but less than 65,000 is a city of the third class
- 65,000 or more but less than 100,000 is a city of the second class

Mr. Laws stated with the classification change, the city will likely not see many changes. Most requirements found in state code refer to requirements of cities of the third, fourth and fifth class together. He then stated that fourth class cities are required to provide early voting during elections. Because Staff believed our population had exceeded 10,000 several years ago, West Point City has offered early voting in both the 2013 and 2015 Municipal Election. Mr. Laws stated he doesn't believe that there will be many changes to requirements because of classification change. Most significant changes occur when a city reaches first class city or second class city status.

Mr. Laws asked Mr. Rochell if certifications held by the public works employees will change with West Point City's change in classification. Mr. Rochell stated most certifications are determined by population and not classification.

## **3. Discussion of Homewood Subdivision – Mr. Boyd Davis**

The Homewood Subdivision is located at approximately 4400 West 300 North. Mr. Davis stated in a previous meeting Council discussed the Homewood Subdivision. It was during that meeting that the Council expressed concern with the development and asked Staff to try to resolve their concerns. Mr. Davis stated the developer has submitted a final plan and the Planning Commission will consider final approval on September 10, 2015.

Mayor Craythorne asked if the entrances into the proposed development will line up with the church entrances. Mr. Davis stated yes, UDOT required the two entrances into the proposed development line up with the LDS church entrances.

Mayor Craythorne asked if UDOT will permit access to the Blair Dahl property on the south side of 300 North if the subdivision is approved. Mr. Davis stated that he is unsure.

Council Member Petersen stated the Blair Dahl property is located on 300 North just east side of the LDS Church. He stated if the Blair Dahl property were ever developed, UDOT may not allow access to the Blair Dahl property from 300 North if the Homewood Subdivision is approved.

Mayor Craythorne stated he had been contacted by David Dahl to discuss the Blair Dahl property. He then recommended Staff contact David Dahl.

Council Member Petersen recommended Staff contact UDOT to find out if entrance access could be granted into the Blair Dahl property off of 300 North if Homewood Subdivision on the north side of the road is approved.

Mr. Davis stated he believes that Dahls can gain access to their property from a stubbed road in the Fairways Beyond the Bluff subdivision and off of 4500 West. He then presented answers to the questions asked during previous discussions.

- Can lots be rotated to face North? Mr. Davis stated no, the lots cannot face north. If a half width road is located on the north of the lot and an 8 ft. landscape strip is located on the south of the lot, the minimum depth requirement of 100 ft. cannot be met. Mr. Davis then stated that Mr. Rod Carter the property owner prefers the lots face south and will not allow a turn-around on his property.

Mayor Craythorne asked if the 8ft. landscape strip is a deeded right-of-way. Mr. Davis stated by code, the 8 ft. strip is a deeded piece of property owned by the HOA.

- Is a private road allowed by code? Mr. Davis stated a private road depends on the interpretation of the code. For example, the private roads in the Yalecrest Townhouse subdivision are 20 ft. wide. Mr. Davis stated the proposed private road in the Homewood Subdivision is 25 ft. wide. He then informed the Council that the West Point City Code states a subdivision must face either a public street or private street and the Standard Public Works drawings indicates a private street must have a width of 27 ft. of asphalt. The proposed development indicates the width of the private street is 25 ft., two feet less than the required 27 ft. for a private street.

Council Member Dawson asked where mailboxes will be located in the development. Mr. Davis stated cluster boxes will be installed in a location selected by the United States Postal Service.

Council Member Dawson asked how garbage collection will occur in the development. Mr. Davis stated if the garbage service is provided by the City, trash cans will need to be set out on a public street (300 North). If a private hauler is used, the HOA and the hauler will determine the best location within the development for pickup.

Council Member Chatterton asked if the City is required to provide snow removal services for private roads. Mr. Davis stated no, for example the City does not provide snow removal on the private lanes in the Yalecrest Townhome development. The 20 ft. roads are plowed by a private snow removal company.

Council Member Dawson asked if the Homewood Subdivision plan approved in 2007 are similar to the plans being considered now. Mr. Davis stated yes.

Council Member Petersen stated in his opinion it has never been the intention of the City to allow a private road to be placed parallel to a public road in order to accommodate a development.

Mr. Davis stated the code does not provide a great deal of detail. There are standard widths within the standard engineering and public works drawings used by the City; however the code is open to interpretation.

Council Member Dawson asked Mr. Davis to explain the setback from 300 North to the front yards of the homes. Mr. Davis stated a curb and gutter will be installed on 300 North. He then stated an 8ft. strip of grass, and sidewalk will be located between the 300 North road and the private road.

Mr. Davis clarified that Staff is neutral and does not have a specific recommendation with regards to the Homewood Subdivision.

Mayor Craythorne recommended the City require a Developers Agreement for the Homewood Subdivision to ensure the vision for the area is maintained. Mr. Davis informed the Council that the developer is aware that a Developers Agreement may be required for the subdivision.

Council Member Petersen expressed concern with the amount of available parking space within the Homewood Subdivision. He expressed concern that trailers, boats, basketball standards, etc. will be parked on the private street because of the minimal parking within the development. Mr. Davis agreed and then stated that parking will likely occur in the area designated for snow removal.

Council Member Petersen asked if the property owners in the Homewood Subdivision will be required to comply with same code enforcement requirements as the rest of the City. Mr. Davis stated the subdivision and road will be private; therefore the code issues cannot be enforced by the City. However, through the Developers Agreement the code enforcement items could be required to be placed into the HOA documents.

Mr. Laws asked if the City can enforce compliance issues if the code compliance requirements are written into the HOA documents. Mr. Davis stated no, because they are private issues. Mayor Craythorne stated the City has the ability to force the HOA to adhere to the Developers Agreement. Mr. Davis recommended requiring the Developers Agreement be transferred to the HOA.

Council Member Dawson asked if small HOA's are successful. Mr. Davis stated the Lake Park Condo's HOA is the smallest HOA in the City and it seems to operate adequately. He then stated the most active HOA in the City is the Lake Point HOA. Mayor Craythorne stated the fees for a small HOA will likely be minimal.

Council Member Petersen expressed concern with who will oversee the HOA.

Council Member Chatterton asked where the Homewood Subdivision will drain. Mr. Davis stated the development will drain into the south/west ditch.

Council Member Chatterton asked what requires a developer to have an HOA. Mayor Craythorne final approval of the Subdivision will be contingent upon a Developers Agreement which will included the requirement of an HOA.

Mr. Laws asked what action the City can take if the HOA is not compliant with the Developers Agreement. Mr. Davis stated a court action could be taken against the HOA if the requirements in the Developers Agreement are not kept.

Mayor Craythorne requested Staff determine what relationship the City and the HOA can have, specifically with regards to code enforcement issues and Developers Agreements. He then expressed the need for Staff and the Council to be educated on the relationships between the cities and HOA's.

Council Member Petersen and Council Member Chatterton expressed the need for the questions and concerns of the Council to be addressed before the Planning Commission grants final approval.

Council Member Petersen asked what recourse the City has if an HOA is not complying with the requirements in a Developers Agreement.

Council Member Turner stated in the Staff Report, Mr. Felshaw King the West Point City Attorney stated the application cannot be denied if all requirements are met.

Mr. Davis stated in the opinion of the City Attorney, the Council cannot deny the application if the developer has met all of the requirements for the subdivision based on city code. He then asked if the Council interprets the code as being in favor or against private roads.

Council Member Petersen stated the interpretation of the code only defines a private road. The code allows for the Council to determine if the road meets the expectations of a private road. Council Member Petersen stated, a private road is not intended to parallel a public street and enters into the development.

Council Member Turner asked why there is a stubbed road located in the development. Mr. Davis stated the stubbed road will allow for access to Rod Carter to access his property.

Mayor Craythorne requested Staff obtain opinion from Mr. Felshaw King, the West Point City Attorney with regards to "private roads."

Mr. Davis stated the Council's concerns will be presented to the Planning Commissioners on September 10, 2015.

#### **4. Discussion of Resolution to Support the Davis School District Bond – Mr. Kyle Laws**

Mr. Laws stated the Davis School District is requesting the Council approve Resolution 09-01-2015B, supporting the \$298 million bond proposal of the Davis School District and encourage residents and business owners to vote in favor of the bond in the November election.

Mayor Craythorne and Mr. Laws agreed that the Council Members have the ability to consider approval of the resolution supporting the Davis School District \$298 bond.

Council Member Turner asked why the Council is being asked to support the Resolution. Mayor Craythorne approving the resolution to support the bond will allow the Davis School District to use the West Point City Councils support in advertising.

Council Member Petersen stated he signed a pledge supporting the Davis School District \$298 bond on August 18, 2015. However, he only signed the document as his individual support. Council Member Petersen stated that the Council shouldn't sign a resolution in support of the bond on behalf of the municipality.

Mayor Craythorne stated in the past, the Council has approved resolutions in support of the local option gas tax and UDOT projects. He then stated he will support the Council's decision to approve or deny the resolution. Mayor Craythorne stated the relationship between West Point City and the Davis School District is not dependent upon the approval of the resolution.

Council Member Turner stated he too signed a pledge in support of the \$298 bond as an individual. He then agreed with Council Member Petersen as he doesn't feel comfortable approving the resolution on behalf of the municipality with minimal information presented to the Council.

Council Member Chatterton, Council Member Petersen and Council Member Turner stated they personally support the \$298 bond. However, they do not support passing a resolution on behalf of the municipality.

##### **5. Discussion of Detention Pond Policy – Mr. Boyd Davis**

Mr. Davis stated the City has received a request to eliminate a detention pond in the upcoming Homestead Subdivision located at approximately 4500 West 300 South. Detention ponds in the west end of the City may provide little or no benefit to the City. If the storm water from the west end of the city drains before the peak flow reaches the area, additional room is available for the water draining from upstream.

Mr. Davis stated West Point City code requires detention ponds; however Davis County has agreed to allow the drainage from the Homestead Subdivision directly enter into their drainage canal without a detention pond. The engineers working on the project have provided calculations to prove a detention pond is not necessary. Davis County has requested language changes to section 15-25-100 of the West Point City Code. Mr. Davis proposed the Council consider the following language be added to section 15.25.100 of the West Point City Code.

*5. Exceptions and Modifications. In areas of the City that are in close proximity to the downstream end of the storm drain outfall, where detention may not be beneficial, an exemption from the required detention may be granted upon submission of calculations showing that the detention would not be beneficial. Such calculation shall be reviewed and approved by the City Engineer.*

Council Member Dawson asked who the developer of the Homestead Subdivision is. Mayor Craythorne stated that he is the developer of the Homestead Subdivision. He then stated he is willing to construct a detention pond in the subdivision; however Davis County is recommending the elimination of the detention pond because the development is only ¼ of a mile from drainage access to the Great Salt Lake.

Council Member Petersen recommended the language in section 15.25.100 of the code state only detention ponds within a specific radius can be eliminated. Mr. Davis stated that he and Mr. Laws have discussed including a distance or radius in the language. But because of storm water calculations, the size of pipes draining into the drainage channel and other variations storm drain calculations should be used to determine if a detention pond can be eliminated.

Council Member Chatterton stated eliminating the detention pond could eliminate added maintenance and liability for the City.

Mr. Davis stated the proposed language and change to the code coincides with West Point's Regional Detention Plan. He then stated the last storm drain master plan update calls for a regional detention pond in the area of the Homestead Subdivision. Mr. Davis stated "the only thing better than a regional detention pond is no detention pond at all."

Council Member Dawson asked if the detention ponds located in the subdivisions on either side of the Homestead Subdivision could be eliminated. Mr. Davis stated the subdivision to the north could possibly eliminate their detention pond if the size of the pipe between the subdivision and the drainage channel is adequate. However the subdivision to the south connects to a different drainage system.

Council Member Chatterton expressed his support with amending section 15.25.100 of the code and eliminating detention ponds if all calculations prove a detention pond is not beneficial.

The Council agreed that the changes being proposed were good for the City.

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

Mayor Craythorne and Mr. Laws stated there is pending litigation with regards to code enforcement. A closed session will likely be held in the future to discuss the pending litigation.

On August 2, 2015, Mr. Doyle Olsen informed the Council that several years ago, West Point City gave the park strip from 3000 West to 2852 West on 300 North to the property owners. After the park strips were given back to the property owners, the maintenance, sprinklers, and watering of the park strip became the responsibility of the property owner. Mr. Olsen stated he currently maintains the park strip, he then expressed concern over the long term watering and maintenance from 2852 West to 3000 West on 300 North.

Mr. Rochell stated when the park strip was given back to the property owners, the sprinklers from 2852 West to 3000 West were left on one system and one timer and the timer is located on Mr. Olsen's property.

The Council agreed that the sprinklers in the park strips should be connected to each property owner's secondary water system. The Council recommended West Point City cover the cost of connecting the sprinklers in the park strips to each property owners secondary water system and if necessary the cost of replacing timers.

The Administrative Session adjourned.



**West Point City Council Meeting  
3200 West 300 North  
West Point City, UT 84015  
September 1, 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 September 1, 2015 at 7:00 pm with Mayor Craythorne presiding.

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

**EXCUSED** – Council Member Kent Henderson

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

**VISITORS PRESENT** – Rob Ortega, Douglas Zaugg and Wayne Law

1. **Call to Order** – Mayor Craythorne welcomed those in attendance. He then stated that agenda items 8, 9 and 10 will be tabled and removed from the agenda.
2. **Pledge of Allegiance** – Repeated by all
3. **Prayer** – Council Member Chatterton
4. **Communications and Disclosures from City Council and Mayor**
  - Council Member Dawson – no comment
  - Council Member Chatterton – no comment
  - Council Member Petersen – no comment
  - Council Member Turner – no comment
  - Mayor Craythorne – no comment
5. **Communications from Staff** – no comment
6. **Citizen Comment**

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

Mr. Wayne Law expressed his appreciation of the West Point City Employees. He stated whenever he has had concerns with snow removal; city employees have changed the way they plow to alleviate the snow removal issues. Mr. Law then stated that West Point City installed sidewalk and a handrail on south side of 300 North just west of 4000 West creating visibility issues at the intersection of 300 North and 4000 West. Mr. Law stated as he reviewed the City ordinances, he found that all fences on a corner lot can only be a certain height and must be installed a certain distance from the road to allow for safety and a clear view. Mr. Law stated building up of the sidewalk and the installation of

the handrail does not comply with the city ordinance. He asked the Council to consider ways to resolve the visibility and safety issues in the area of 4000 West 300 North.

Mr. Law then stated doesn't understand why the No Parking signs haven't been removed from the west side of 4000 West. He stated neighbors are parking in front of his home and he doesn't like it. Mr. Law asked the Council to allow the property owners on the east side of 4000 West to park on the west side of the road. He then stated the No Parking signs are only discriminating against the property owners on the east side of the street.

**7. Consideration of Approval of Minutes from the August 18, 2015 City Council Meeting**

Council Member Petersen motioned to approve the minutes from August 18, 2015 Council Meeting.  
Council Member Turner seconded the motion.  
The Council unanimously agreed.

**8. Consideration of Resolution No. 09-01-2015A, Approving a Postponement Agreement Between Ross Larsen and West Point City for the Installation of the Street Improvement at 4353 W 800 N** Mr. Boyd Davis

Council Member Petersen motioned to table agenda items 8, Resolution No. 09-01-2015A, a Postponement Agreement between Ross Larsen and West Point City for the Installation of the Street Improvement at 4353 W 800 N, item 9, Final Approval of the Ross Larsen Single Lot Subdivision, and item 10, Resolution No. 09-01-215B, a Resolution Supporting the \$298 Bond Proposal of the Davis County School District.  
Council Member Dawson seconded the motion.  
The Council unanimously agreed.

**9. Consideration of Final Approval of the Ross Larsen Single Lot Subdivision Located at Approximately 4353 W 800 N –**  
Mr. Boyd Davis

Agenda item 9, consideration of Final Approval of the Ross Larsen Single Lot Subdivision– Tabled during agenda item number 8.

**10. Consideration of Resolution No. 09-01-2015B, Supporting the \$298 Million Bond Proposal of the Davis School District –**  
Mr. Kyle Laws

Agenda item 10, Resolution No. 09-01-2015B, Supporting the \$298 Million Bond Proposal of Davis School District – Tabled during agenda item number 8.

**11. Motion to Adjourn**

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

\_\_\_\_\_  
ERIK CRAYTHORNE, MAYOR                      September 15, 2015  
DATE

\_\_\_\_\_  
MISTY ROGERS, CITY RECORDER                      September 15, 2015  
DATE



# City Council Staff Report

**Subject:** Transportation Master Plan  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** September 15, 2015



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## **Background**

The Transportation Master Plan was completed earlier this summer and it is now time to present the plan to the public for their input. Horrocks Engineers will be at the meeting to make a presentation and will hold an open house directly following the meeting. The meeting has been advertised in the newsletter, on the website, and on social media.

## **Analysis**

The master plan includes an analysis of the transportation needs of West Point City to the year 2040. The road projects that will be needed to accommodate the expected growth are outlined in the plan. Attached are several exhibits from the master plan that show the projects and the expected traffic volumes.

Horrocks Engineers will do a more in depth presentation and explanation of the exhibits during their presentation. The Council is encouraged to come prepared with questions and comments regarding the master plan.

## **Recommendation**

No action required at this meeting. Staff recommends that this item be placed on the next Council Agenda for acceptance.

## **Significant Impacts**

None

## **Attachments**

Exhibits



# PUBLIC OPEN HOUSE

## Purpose:

- Meets mandated requirement to regularly update the master plan
- Provides a vision of the long-term future transportation system and needs
- Provides a tool to help guide the transportation planning and capital facilities planning as the City develops
- Identifies current and future challenges in the system
- Provides an outlook to direct resource allocation, program operation and City prioritization

## What are the Main Focus Areas?

Based on input from local government officials, the goals and objectives for the Transportation Master Plan are organized into the following categories as well as the steps taken to fulfill each goal and objective:

### 1. Existing Transportation Conditions and Concerns

- Established a baseline of transportation in West Point City which was used with future planning development

### 2. Future Transportation Conditions and Concerns

- Projected future transportation conditions in the City and recommended projects to mitigate any expected deficiencies through the year 2040
- Identified projects to be completed through the next 10 years (2025)

### 3. Transportation Standards

- Included standards on Safety, Access Management, Traffic Impact Studies, Traffic Calming, etc.
- All are included in final Transportation Master Plan Document

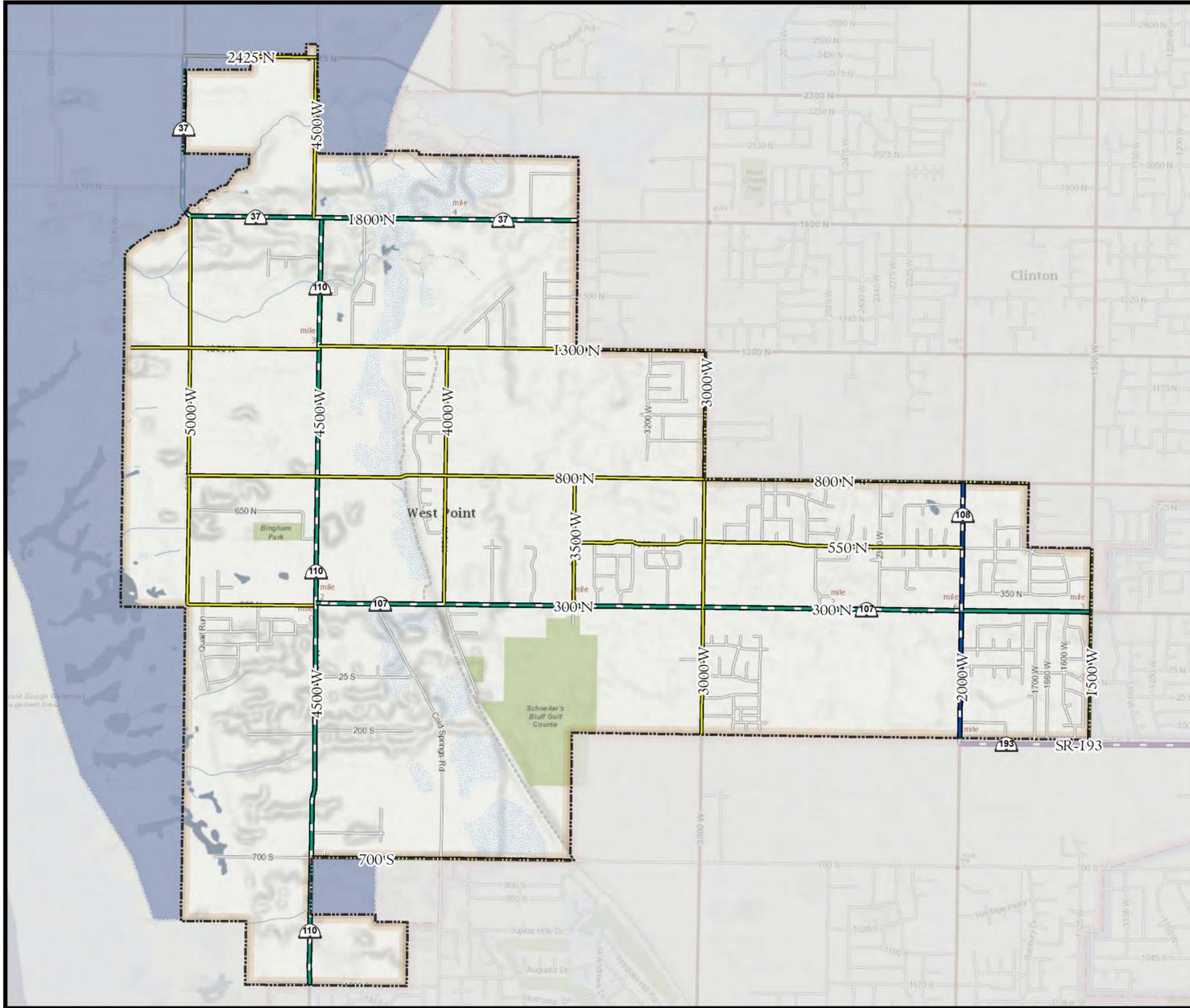
### 4. Public Involvement

- Initial Public Meeting (March 17, 2015)
- Open House (Tonight)

### 5. Capital Improvement Planning for Future Project

- Cost Estimates (Capital Facilities Plan)
- Impact Fee Facilities Plan





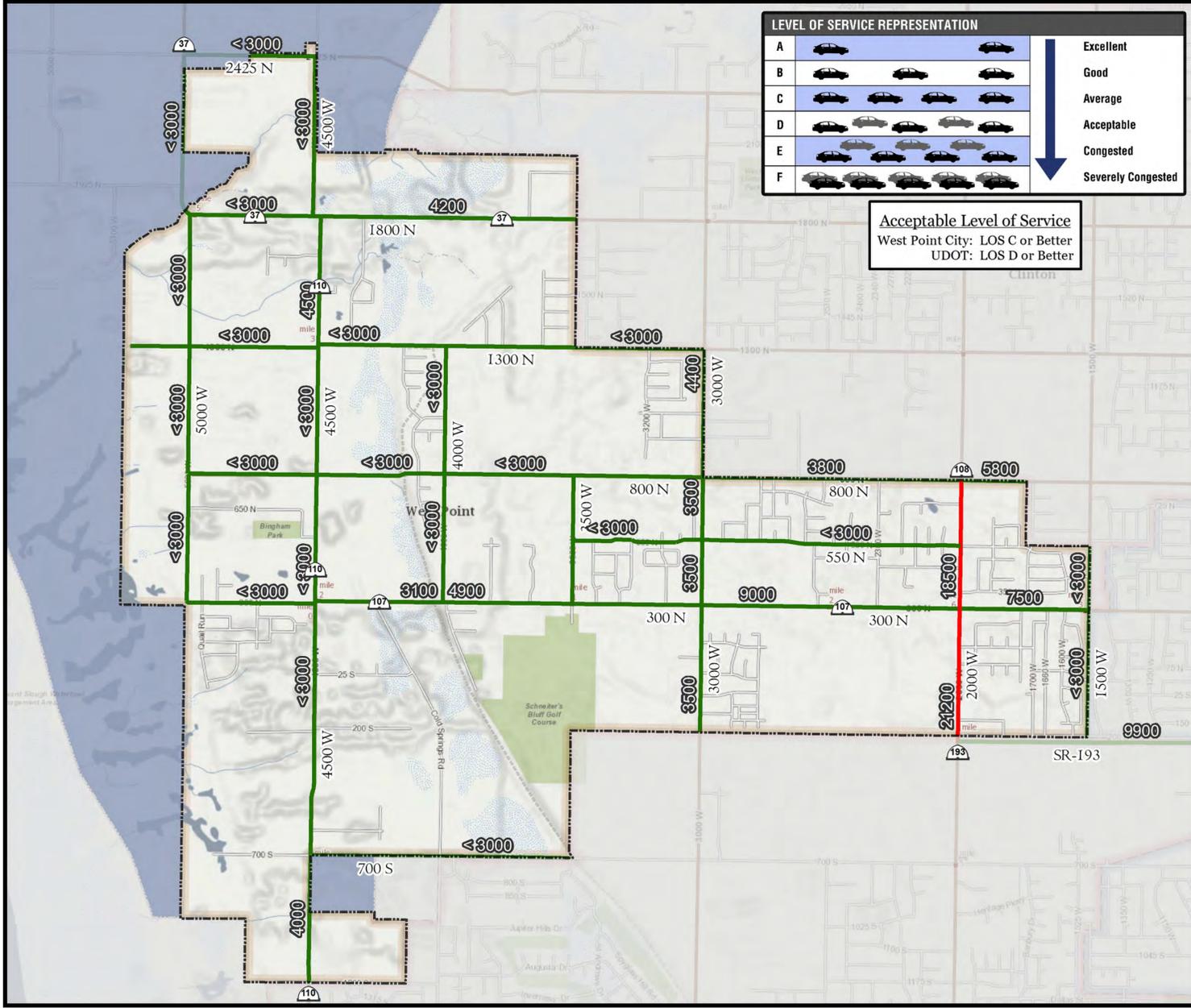
## Transportation Master Plan

Existing Roadway Network

**Legend**

**Existing Roadway Network**

- 5 Lane Arterial - UDOT
- 3 Lane Arterial - UDOT
- 2 Lane Arterial - UDOT
- 2 Lane Arterial - West Point
- 2 Lane Collector - West Point
- West Point City Boundary
- Future Annexation Area



**LEVEL OF SERVICE REPRESENTATION**

A		Excellent
B		Good
C		Average
D		Acceptable
E		Congested
F		Severely Congested

Acceptable Level of Service  
West Point City: LOS C or Better  
UDOT: LOS D or Better



## Transportation Master Plan

Existing Level of Service

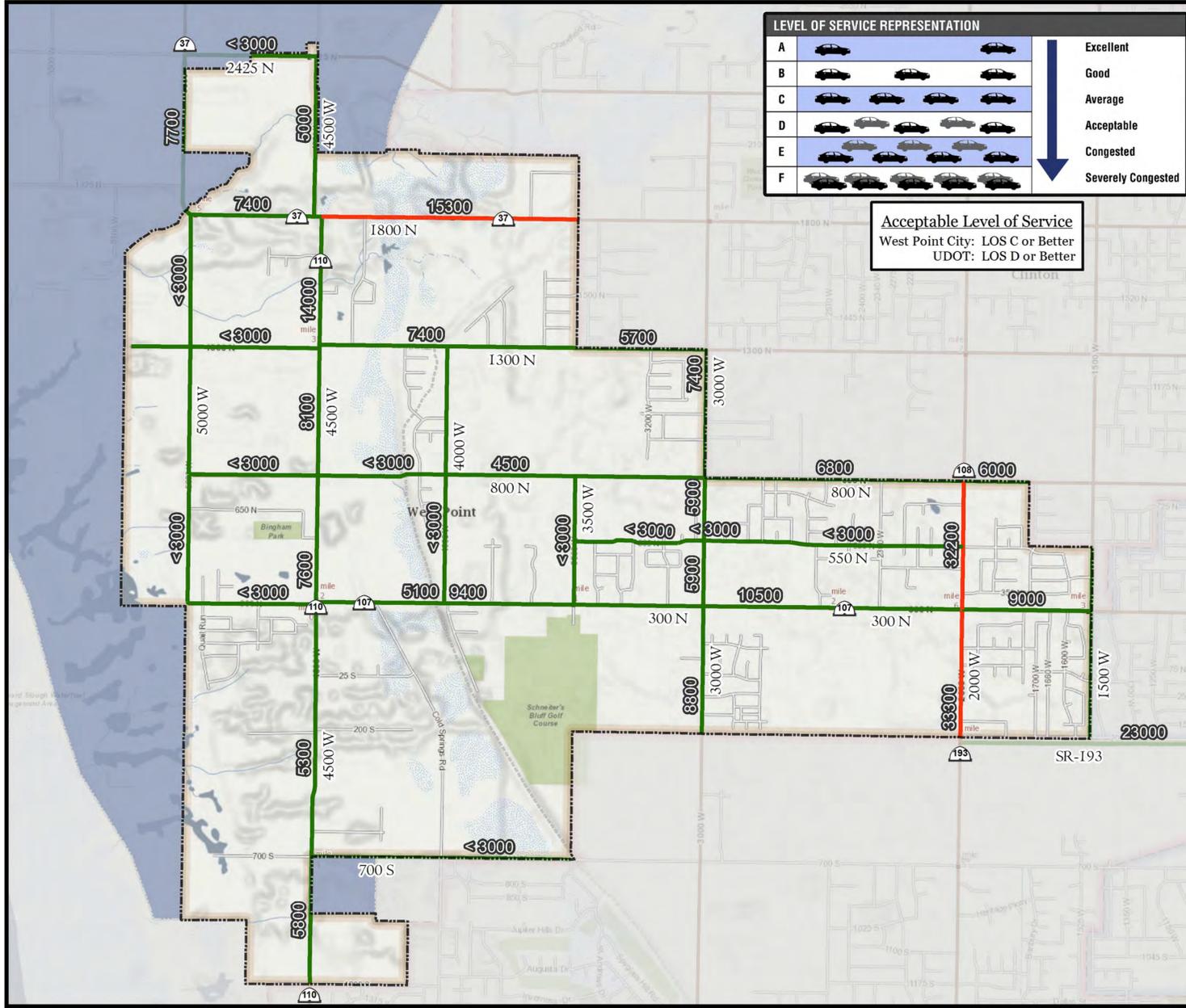
**Legend**

**Existing Level of Service**

- Acceptable
- Unacceptable
- West Point City Boundary
- Future Annexation Area







## Transportation Master Plan

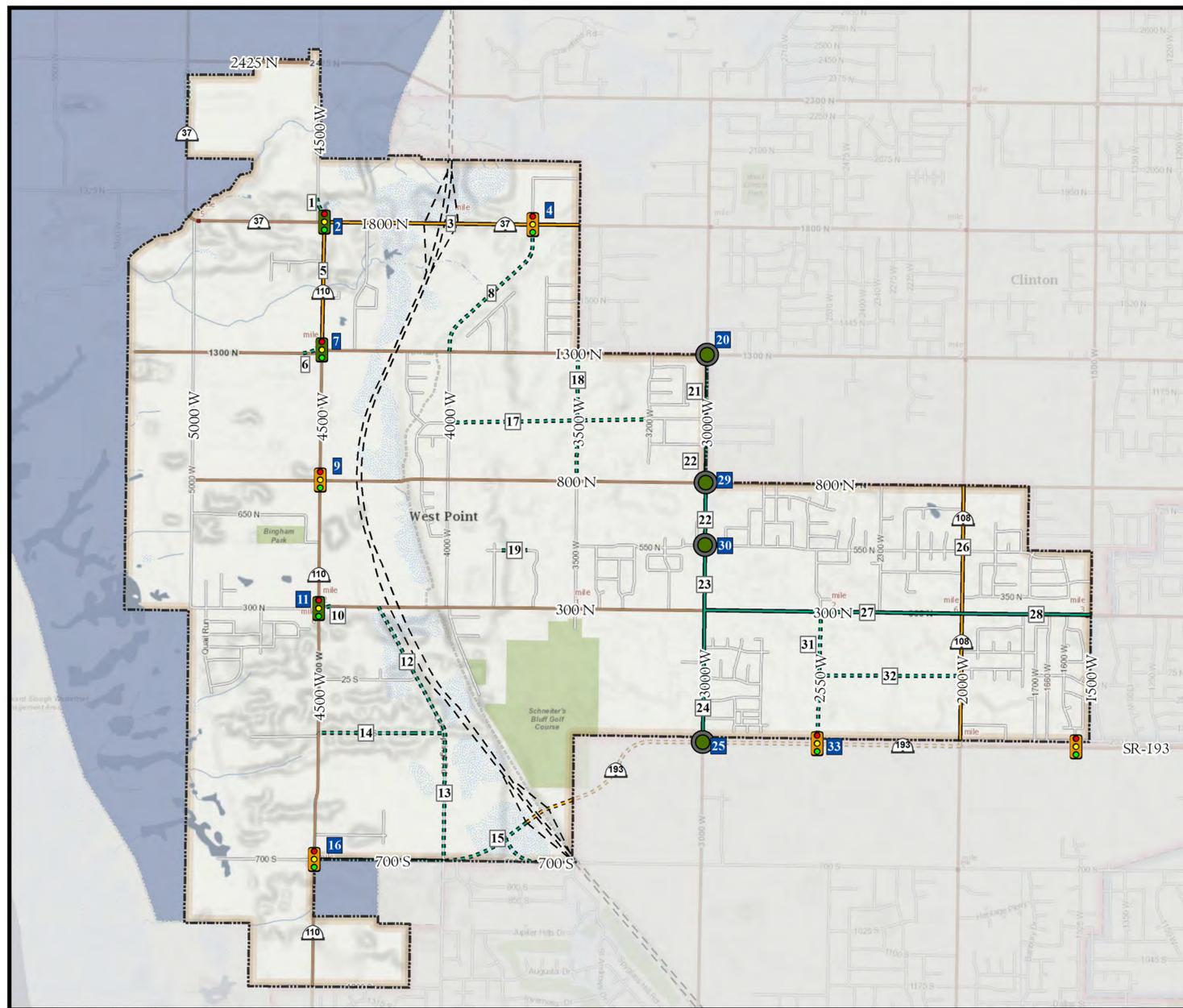
No Build 2040 Level of Service

**Legend**

**No Build 2040 Level of Service**

- Acceptable
- Unacceptable
- West Point City Boundary
- Future Annexation Area

**HORROCKS**  
ENGINEERS



## Transportation Master Plan

Capital Facilities Plan

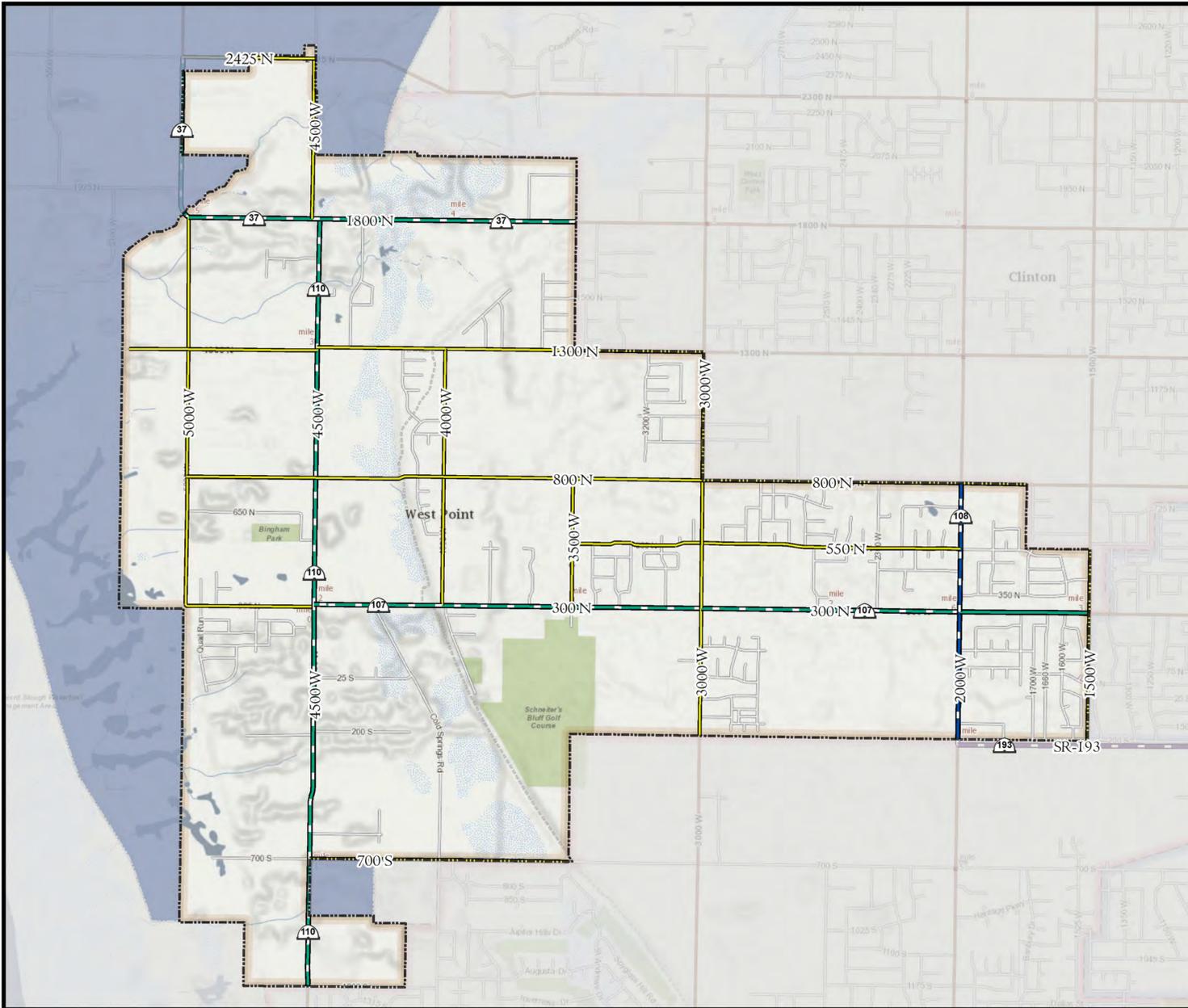
**Legend**

**Capital Facilities Plan**

- West Davis Corridor
- Capacity Improvement - UDOT
- New Road - UDOT
- Capacity Improvement - West Point
- New Road - West Point
- New Roundabout
- New Signal
- Signal with Realignment
- West Point City Boundary
- Future Annexation Area

**HORROCKS**  
ENGINEERS





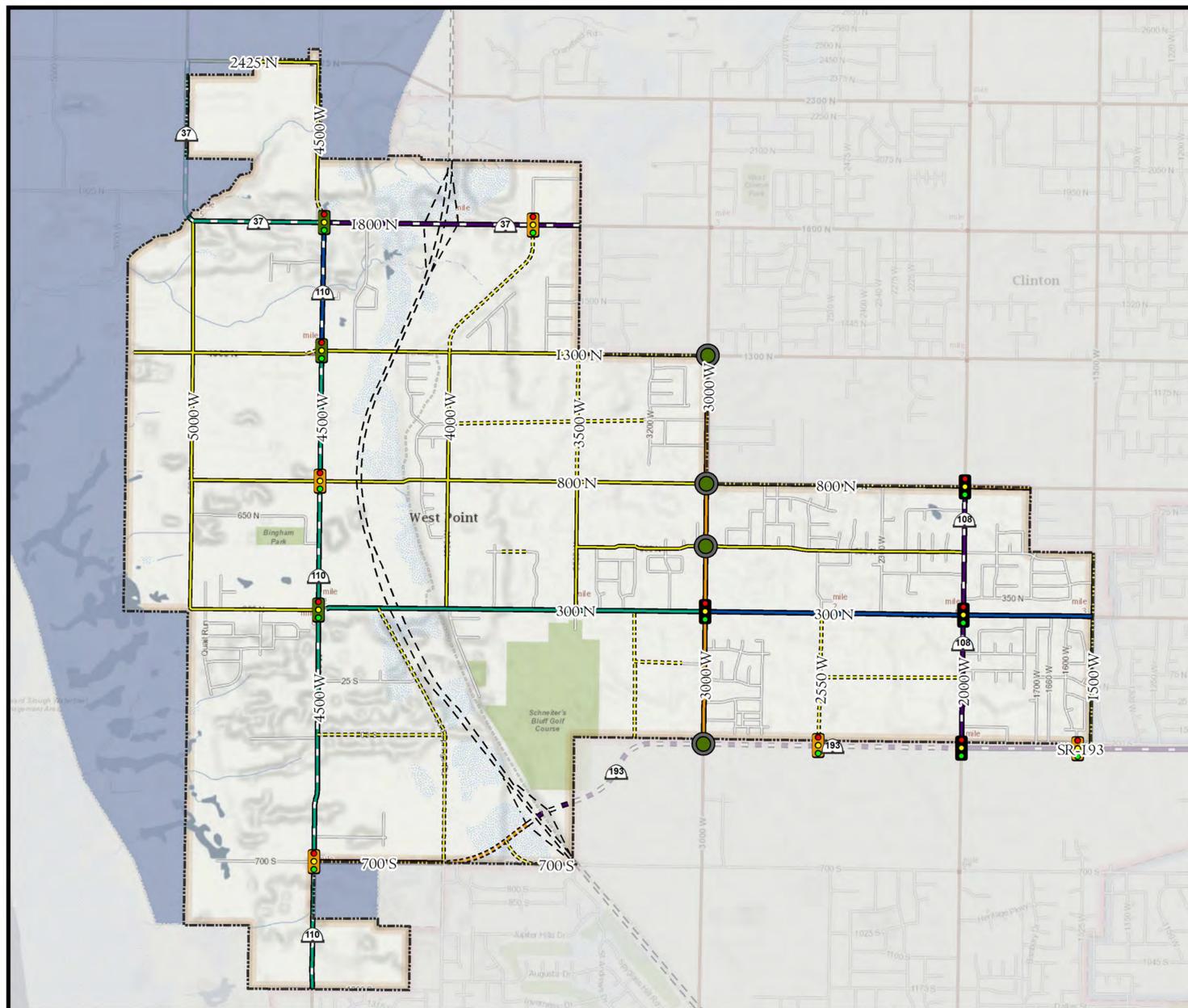
## Transportation Master Plan

Existing Roadway Network

**Legend**

**Existing Roadway Network**

- 5 Lane Arterial - UDOT
- 3 Lane Arterial - UDOT
- 2 Lane Arterial - UDOT
- 2 Lane Arterial - West Point
- 2 Lane Collector - West Point
- West Point City Boundary
- Future Annexation Area



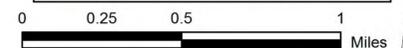
## Transportation Master Plan

Future (2040) Roadway Network

**Legend**

**Future (2040) Roadway Network**

- Freeway - West Davis Corridor
- 5 Lane Arterial - UDOT
- New 5 Lane Arterial - UDOT
- 3 Lane Arterial - UDOT
- 2 Lane Arterial - UDOT
- 3 Lane Arterial - West Point
- 2 Lane Arterial - West Point
- New 2 Lane Arterial - West Point
- 3 Lane Collector - West Point
- New 3 Lane Collector - West Point
- 2 Lane Collector - West Point
- New 2 Lane Collector - West Point
- New Roundabout
- Signal Improvements
- New Signal
- Signal with Realignment
- West Point City Boundary
- Future Annexation Area





# Other Elements Included in the West Point Transportation Master Plan

- **Alternative Modes of Transportation**
  - **Transit**
  - **Pedestrians**
  - **Bicyclists**
- **Sidewalks**
- **Traffic Impact Studies**
- **Intelligent Transportation Systems**
- **Access Management**
- **Corridor Preservation**
- **Travel Demand Management**
- **Safety**
- **Traffic Calming**
- **Capital Facilities Plan**
- **Impact Fee Facilities Plan**



# City Council Staff Report

**Subject:** Cemetery Expansion License Agreement  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** September 15, 2015



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## **Background**

In order to expand the cemetery to the west, property must be acquired from the U.S. Bureau of Reclamation (BOR). The BOR is interested in doing a land swap for some property that is owned by the City that runs along the Emigrant Trail just south of 300 North. Originally the BOR indicated that the swap could take place in a reasonable time frame, but it has now been over a year since it was initiated and no approval has been granted yet. We have been told that they are still willing to do the swap, but their approval process is slower than they anticipated. In order to allow the City to move forward with the project while the land swap is being processed, the BOR has offered a license agreement which would give the approval to use their property until the swap is completed.

## **Analysis**

The proposed agreement grants the City use of the property for 25 years, or until the property swap is completed. The agreement allows the property to be used for an asphalt and gravel parking facility along with curb, gutter, and sidewalk improvements.

The agreement requires that the City notify Weber Basin prior to any work commencing. Weber Basin oversees any work done within the BOR's property near the Layton Canal. Staff has been in contact with Weber Basin and they are in full agreement with the proposed project.

If the Council chooses to enter into the License Agreement with the BOR, then Staff will also need direction from the Council as to when to start the design and construction of the project. Funds are currently budgeted in the Cemetery Perpetual Care line item and a preliminary design has been completed. If approval is granted, the project could be done as early as the spring/summer of next year (2016).

The agreement has been reviewed and approved by the City Attorney

## **Recommendation**

Staff recommends approval of resolution 09-15-2015A

## **Significant Impacts**

None

## **Attachments**

Agreement



**RESOLUTION NO. 09-15-2015A**

**A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN WEST POINT CITY AND THE BUREAU OF RECLAMATION FOR THE CONSTRUCTION OF A PARKING LOT TO ACCOMMODATE THE EXPANSION OF THE WEST POINT CEMETERY**

**WHEREAS**, West Point City is planning to expand the existing cemetery; and

**WHEREAS**, West Point City plans to construct a parking lot on property owned by the Bureau of Reclamation; and

**WHEREAS**, the Bureau of Reclamation is agreeable to the proposed construction; and

**WHEREAS**, a license agreement has been prepared by the Bureau of Reclamation; and

**WHEREAS**, the West Point City Council is in favor of said agreement.

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

1. The license 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 15<sup>th</sup> day of September, 2015.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

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



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
WEBER BASIN PROJECT  
LAYTON CANAL

LICENSE AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND  
WEST POINT CITY CORPORATION

THIS LICENSE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter referred to as the Contracting Officer, and WEST POINT CITY CORPORATION, hereinafter referred to as the Licensee,

WITNESSETH THAT:

WHEREAS, the Licensee proposes to utilize, at their sole cost and expense, United States lands acquired for the Weber Basin Project, hereinafter referred to as Project lands, and the granting of a License Agreement to utilize a portion of Project lands in the manner and at the location hereinafter described will not be incompatible with Project purposes;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the Project lands, hereby grants to the Licensee, upon the terms hereinafter provided, a license for the purpose and in the location described below:

- A. Purpose: To construct, operate and maintain asphalt and gravel parking lots with sidewalk, curb and gutter on Project lands acquired for the Layton Canal Pipeline (Pipeline).
- B. Period: 25 years from the date hereof.
- C. Location: Pipeline Station 66+25 to 74+50, in the Northwest Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, as shown on EXHIBITS B, C and D.

D. Plans, Drawings, and Maps (Attached hereto and made a part hereof):  
EXHIBITS A, B, C and D.

E. Land Status: Fee Title.

1. WORK SATISFACTORY. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, and maps attached hereto and in a manner satisfactory to the United States and the Weber Basin Water Conservancy District, hereinafter referred to as the District.

2. RIGHTS RESERVED. This License Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States. United States jurisdiction and supervision over the concerned lands are not surrendered or subordinated by issuance of this License Agreement. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in this License Agreement; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying the Licensee's expenses to relocate its facilities as may be required for such compatible use. There is also reserved the right of the United States, its officers, agents, employees, licensees, and permittees, at all proper times and places to have free ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

3. HOLD HARMLESS.

a. The United States, the District, and their officers, agents, employees, and assigns do not assume any liability resulting from the granting of this License Agreement or the exercise thereof and the Licensee agrees to indemnify and hold the United States, the District, and their officers, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred or the work performed hereunder.

b. The Licensee further agrees that the United States, the District, and their officers, agents, employees, and assigns, shall not be held liable for any damage to the Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this License Agreement.

4. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, the District, and their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this License Agreement shall be construed as releasing the United States and the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28U.S.C. § 1346 (b), 2671 et seq.) or other applicable law.

5. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with due care to avoid damage to Project lands or works or any interference in any way with the operation and maintenance of the same.

6. ASSIGNMENT OR TRANSFER. This License Agreement shall not be assigned or transferred by the Licensee without the prior written consent of the United States.

7. TERM OF LICENSE - TERMINATION. The United States, at its option, may terminate this License Agreement for nonuse of the licensed lands by the Licensee for a period of two (2) continuous years. In any event this license shall expire by limitation at the end of the period cited in Article B. All rights granted to the Licensee under this License Agreement are subject to termination upon failure to comply with the terms of this License Agreement.

8. SUCCESSORS IN INTEREST OBLIGATED. This License Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

10. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this License Agreement without liability or in its discretion to require the Licensee to pay, in addition to the License Agreement consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

11. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License Agreement if made with a corporation or company for its general benefit.

12. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

13. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

a. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the area described in Article D hereof and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

b. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise restored as directed by the Contracting Officer at the Licensee's expense.

14. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the construction, reconstruction, maintenance, or repair of any or all Project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, the Licensee will pay to the United States, the District, or their agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense within 30 days of receipt of an itemized bill therefore.

15. SPECIAL PROVISIONS.

a. The United States owns in fee the land licensed through this agreement and reserves the right to reconstruct, operate and maintain the Pipeline on its land. Any of the Licensee's improvements damaged by the United States or the District through these activities will be repaired or replaced by the Licensee and at the Licensee's expense. No fences, concrete footings, foundations, buildings or other permanent structures are allowed on the land licensed.

b. All construction work within the Pipeline right-of-way, including maintenance of the parking lot must be preapproved by the District and accomplished within the time frame designated by the District, who will coordinate protection measures for the Pipeline.

c. Any fences, ditches, drains, utilities or other improvements removed during construction must be restored in kind.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

---

Wayne G. Pullan  
Manager, Provo Area Office

WEST POINT CITY CORPORATION

---

Title:

CONCUR:  
WEBER BASIN WATER CONSERVANCY DISTRICT

---

Tage I. Flint, Manager

ACKNOWLEDGMENT OF THE UNITED STATES

State of            )  
                          ) ss.  
County of         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

NOTARY SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF WEST POINT CITY CORPORATION

State of            )  
                          ) ss.  
County of         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, known to me to be the \_\_\_\_\_, of WEST POINT CITY CORPORATION and the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of WEST POINT CITY CORPORATION pursuant to authority delegated to him.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

## EXHIBIT A

A. For and in consideration of the License Agreement herein granted, Licensee agrees to pay the United States the following amounts:

(1) The sum of One Hundred Dollars (\$100), receipt of which is hereby acknowledged, which amount represents administrative expenses incurred by the United States in issuing this License Agreement.

(2) It is understood that a portion of the Pipeline may be located on the Licensee's property, specifically in the area west and going north of the parking area licensed herein, as shown on EXHIBIT D. The land needed to operate and maintain the United States Pipeline and that being used for the Permittee's parking area are similar in acreage and may be similar in value. Therefore, no use fee is being charged for the parking area at this time. In the event that deeds are exchanged, granting the parking area to the Permittee and granting the area being used and occupied by the Pipeline to the United States, this agreement will no longer be valid.

B. Prior to the expiration of the term of this License Agreement, and upon application in writing by the Licensee and approval by the United States and the District, this License Agreement may be renewed for such period as the parties hereto may agree upon. If so renewed, the consideration to be paid for renewal will be determined by reappraisal by the United States. Furthermore, the renewed License Agreement will be subject to the regulations existing at the time of renewal and such other terms and conditions as may be deemed necessary by the United States and the District to protect the public interest or its projects.

C. The installation of the crossing shall take place as agreed upon in this agreement. The Licensee shall notify the United States at (801) 379-1000 and the District at (801) 771-1677 five (5) days in advance of its intent to commence any construction operations associated with rights herein granted.

D. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

E. During construction, operation, and maintenance, the Licensee shall be particularly alert to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the lands herein described. Should sites, ruins, or artifacts be discovered during these operations, the Licensee will immediately suspend work involving the area in question, and advise the United States of suspected values. The Licensee shall promptly have the area inspected to determine significance of values and to consult with the United States on appropriate actions to follow (recovery, etc., and resumption of work). Cost of any recovery work shall be borne by the Licensee. The Licensee shall provide the United States with a copy of any cultural resources survey reports concerning sites located on the lands described herein and shall develop a mitigation plan acceptable to the Utah State Historic Preservation Officer (SHPO) for those significant sites subject to an adverse impact. All objects of antiquity recovered from public lands are the property of

the United States and shall be turned over to the Bureau of Reclamation. The Licensee is responsible for obtaining required Utah SHPO clearance for any additional survey and report completed.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroachment structure previously approved and construct the improvements strictly in accordance with approved plans or specifications.

H. All United States land areas where soils and surface materials are disturbed through actions incident to construction, operation and maintenance shall be restored to their natural state insofar as practical by water barring, scarifying, leveling and reseeding, or by other practices as prescribed by the United States and to its satisfaction.

I. The Licensee shall restore any damaged or disturbed improvements such as fences, roads, watering facilities, etc., encountered during construction, maintenance, and operation. Functional use of these improvements must be maintained at all times.

J. Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of in an appropriate manner (State of Utah approved sanitary landfill).

K. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings of actual improvements in, on, or along the rights-of-way.

L. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching pipeline or performing any work on or in connection with the operation of the encroaching pipeline.

M. If unusual conditions are proposed for the encroaching pipeline or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

N. All backfill material within United States rights-of-way shall be compacted to 95 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of Project works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over Project works or within 18 inches horizontally of Project works.

O. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2)

noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

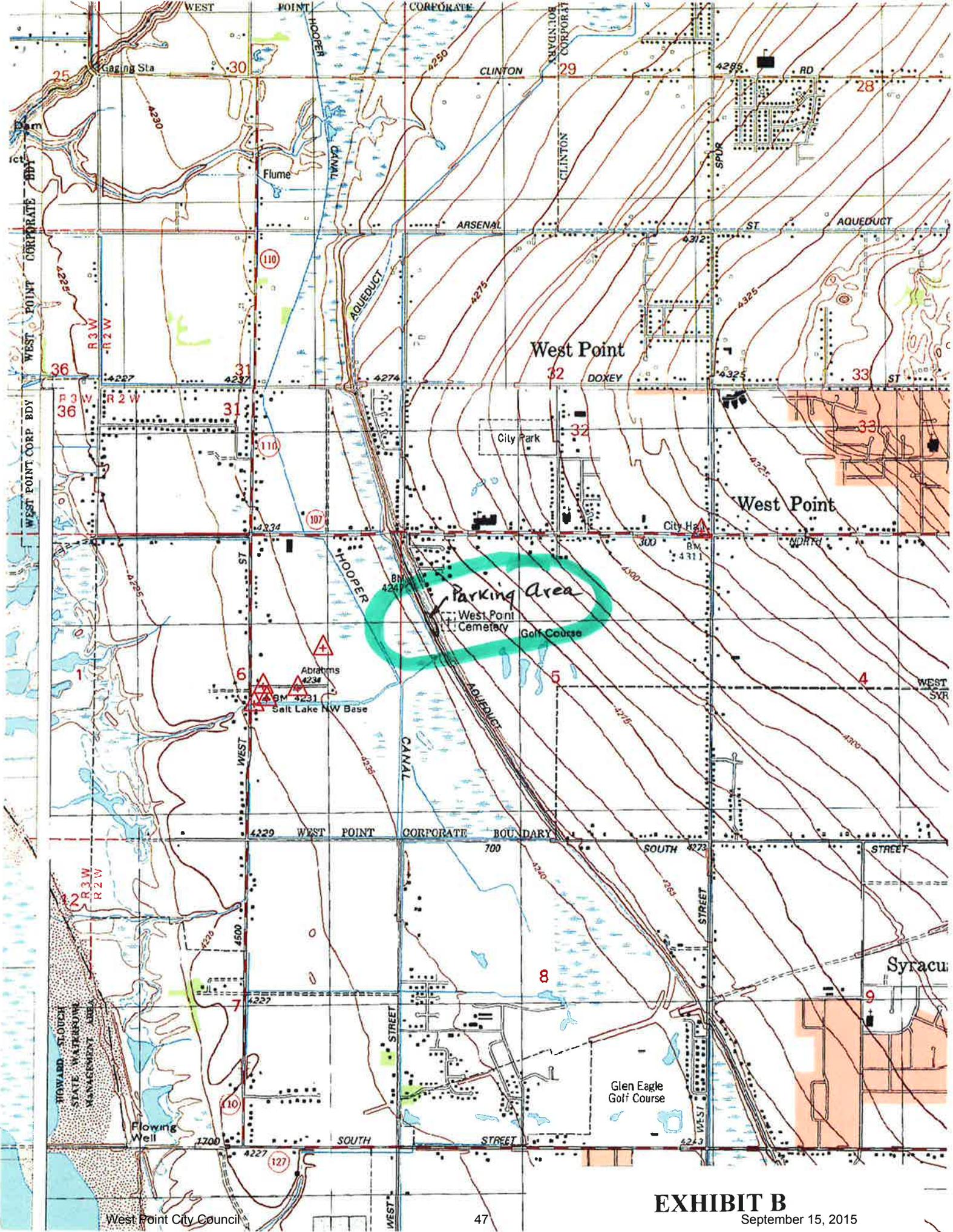
P. Any nonmetallic encroaching pipeline below ground level shall be accompanied with warning tape with a metallic strip. Metal pipe shall also be accompanied with warning tape. All tape shall be located 12 inches above the pipeline and extend throughout all right-of-way.

Q. No use of United States land or right-of-way shall be permitted that involves the storage of hazardous material.

R. Utility pipe crossing of Reclamation pipelines must be approved on an individual basis. Metal pipes which do not have a dielectric coating will require a polyethylene plastic wrap for corrosion protection of Reclamation pipeline by induced current from utility crossings.

S. For all utility crossings, a permanent placard shall be placed at each point that the utility enters or exits the right-of-way of the United States. This placard shall identify the type of utility located below it, the name of the utility company and a telephone number where the utility company can be reached.













PARCEL A  
BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN, BEGINNING AT THE SOUTHWEST CORNER OF THE SOWERS SUBDIVISION BEING LOCATED SOUTH 0°22'02" WEST 952.31 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER AND NORTH 80°00'00" WEST 2622.33 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, RUNNING THENCE ALONG THE SOUTH LINE OF SAID SOWERS SUBDIVISION NORTH 87°14'27" EAST 225.97 FEET; THENCE SOUTH 87°22'28" EAST 653.74 FEET; THENCE SOUTH 1°25'30" EAST 296.54 FEET; THENCE NORTH 89°36'33" WEST 639.55 FEET; THENCE NORTH 01°34' EAST 60.32 FEET; THENCE NORTH 89°36'33" WEST 300.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF 51.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 01°19'09" EAST (NORTH 01°22' EAST BY RECORD) 176.15 FEET; (2) ALONG THE ARC OF A 5762.56 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 0°10'46", CHORD BEARS NORTH 01°12'59" WEST, 16.04 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES.

NARRATIVE:

THE PURPOSE OF THE SURVEY WAS TO DO AN AGRICULTURAL DIVISION OF THE PARCELS AS SHOWN AND DESCRIBED HEREON. NO DEVELOPMENT CAN OCCUR ON PARCELS A&B UNTIL THE INDIVIDUAL PARCEL GOES THROUGH THE PROPER SUBDIVISION PROCESS AND GETS APPROVAL FROM THE GOVERNING MUNICIPALITY. THE SURVEY WAS ORDERED BY CHUCK HEWARD, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 0°22'02" WEST WEBER COUNTY GRID BEARING.

SURVEYOR'S CERTIFICATE

I, Klint H. Whitney, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227226 IN ACCORDANCE WITH TITLE 50, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-25-17 AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.



KLINT H. WHITNEY, PLS NO. 8227226



REVISIONS	DATE	DESCRIPTION

SCALE: 1"=20'  
DATE: 4/15/13  
DESIGN: \_\_\_\_\_  
DRAWN: KHW  
CHECKED: SLW  
DWG: SA WEST POINT CITY BOUNDARY SURVEY (PARCEL A) BOUNDARY SURVEY

BOUNDARY SURVEY FOR WEST POINT CITY  
4000 WEST STREET, WEST HAVEN, UTAH  
LOCATED IN THE NORTH-WEST QUARTER OF SECTION 5,  
TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B. AND M.

**GARDNER ENGINEERING**  
CIVIL • LAND PLANNING  
MUNICIPAL • LAND SURVEYING

S1



# City Council Staff Report



**Subject:** Beekeeping/Apiaries  
**From:** Boyd Davis/Troy Moyes  
**Department:** Community Development  
**Date:** September 15, 2015

## Background

As requested by the Council and Mayor, the West Point City Planning Commission spent several weeks looking at and discussing revisions to the City Code regarding “Beekeeping/Apiaries.” At the time that this information was presented to them some Commissioners had concerns and reservation about the safety of the hives, children, neighbors and the general nuisance that they felt this type of use would cause. Many of their concerns were resolved by making modifications to the draft document. The following is the recommendation that they have prepared for the City Council to consider.

## Analysis

Honey bees are social insects that live in colonies. Honey bee colonies consist of a single queen, hundreds of male drones and 20,000 to 80,000 female worker bees. Each honey bee colony also consists of developing eggs, larvae and pupae. Honeybees benefit mankind by providing agriculture, fruit, and garden pollination services and by furnishing honey, wax, and other useful products. Currently City Code allows “Beekeeping” and/or “Apiaries” to be permitted in the A-5 and A-40 zones.

The following table lists other cities that have some type of beekeeping/apiary ordinance:

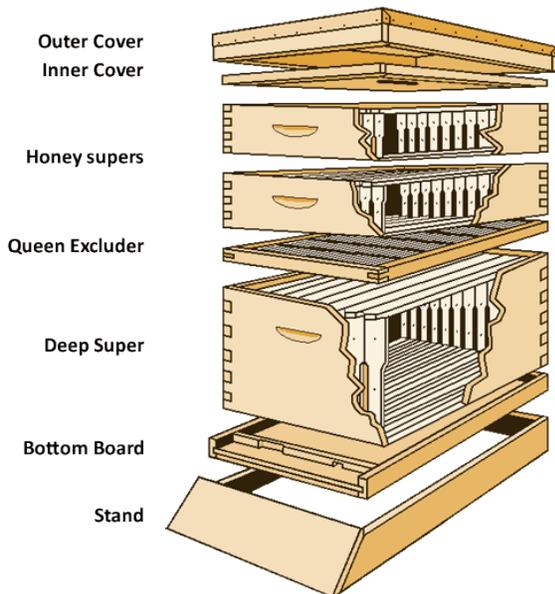
Local Beekeeping Ordinances				
City	Max # of Hives	Lot Sizes	Zones	Setback
Bountiful	5	5,000 sq. ft.	All residential	10' from any property line or public right of way
	10	.5 acre		
Centerville	4	.5 acres or less	Agricultural low density residential	None
	6	.5 – 1 acre		
	8	Over 1 acre		
Ogden	5	.5 acres or less	All residential	5' from any property line or public right of way
	10	over .5 acre		
Provo	5	5000 sq. ft.	All residential	None
	10	.5 acre		
Roy	1	8,000-9,000 sq.ft.	All residential	30' from dwelling on adjacent lot. 10' from any property line and 10' from dwelling on same lot
South Jordan	2	.25 - .5 acre	All residential	10' from any property line or public right of way
	4	.5 – 1 acre		
	1 additional for each .5 acre over	Over 1 acre		

The State of Utah Code (Title 4 Chapter 11 "Utah Bee Inspection Act") requires that every owner of one or more colonies of bees registered with the Department of Agriculture and Food, identify each apiary with the required registration number, assist in locating all beehives under their control and maintain proper salvage operations guidelines with regards to diseased colonies.

Here are some examples of apiaries in residential neighborhoods:



A typical hive looks like this one:



**Recommendation**

Staff recommends the Council approve Ordinance No. 09-15-2015A, amending the City Code regarding Apiaries/Beekeeping

**Significant Impacts**

None

**Attachments**

Ordinance No 09-15-2015A



**ORDINANCE NO. 09-15-2015A**  
**AN ORDINANCE AMENDING WEST POINT**  
**CITY CODE SECTION 17.40.050**  
**APIARIES / BEEKEEPING**

**WHEREAS**, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has determined to amend Section 17.40.050; and

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

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

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

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

**Section One:                    Adoption of New Provisions**

Section 17.40.020 of the West Point City Code is adopted to read as follows:

**17.40.050 APIARIES / BEEKEEPING**

The keeping of bees is allowed on all properties in the A-5, A-40, and all residential zones as a permitted use subject to the following requirements:

- A. Application. All beekeepers of any hives located in all residential zones must submit a no fee application to the City for verification that all the requirements have been met.
- B. Number of Hives. There is no defined maximum number of hives for properties in the A-5 and A-40 zones. It is unlawful for any hive(s) to be located on properties under 8,000 square feet. For properties with detached residential dwellings (single family lots) and vacant properties, two (2) hives may be kept on properties greater than 8,000 square feet in size. Three (3) additional hives may be kept for each 10,890 square feet (one quarter acre) of property but shall not exceed ten (10) hives in residential zones.
- C. Placement of Hives.
  - a. Hives shall not be located in any front or side yards.
  - b. Hives or any component thereof shall not exceed six (6) feet in height.
  - c. No hives shall be located closer than twenty five (25) feet to the principle building on the abutting lot.

- d. The placement of the hive shall not be any closer to the abutting lot's principle building than the principle building on the lot where the hive is located.
- e. No hive shall be located closer than ten (10) feet to any public sidewalk.
- D. Flyways. In each instance in which any hive is situated closer than twenty five (25) feet of a public or private property line as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.
- E. Water. Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.
- F. Compliance. It shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others or interfere with the normal use and enjoyment of any public property or property of others. The beekeepers are expected to follow beekeeping best management practices such as disease control, hive management and working the hive at appropriate times. Bees and associated beehives may be ordered removed from property if they are determined to be a nuisance by West Point City or Davis County Animal Control officer.
- G. State Registration. If required by the Utah Department of Agriculture.

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

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

**Section Three:                    Severability**

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

**Section Four:                    Effective Date**

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

DATED this 15<sup>th</sup> day of September, 2015.

WEST POINT CITY, a Municipal Corporation

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

Erik Craythorne

Mayor

ATTEST:

\_\_\_\_\_

Misty Rogers

City Recorder



# City Council Staff Report



**Subject:** B&L Ranch, single lot subdivision  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** September 15, 2015

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## **Background**

The applicant is requesting approval for a single lot subdivision located at 4353 W 800 N. The lot is 5.01 acre and is zoned R-2 and A-40. The lot meets all requirements for those zones. All utilities will be stubbed into the property from 800 North.

## **Analysis**

Staff has reviewed the plat and plans for the subject subdivision and has given the developer a list of some minor corrections to be made. The subdivision will be reviewed by the Planning Commission on August 27<sup>th</sup> and if approval is granted then the City Council may consider it for approval on September 1st.

Staff recommends final approval subject to the following:

- 1- Transfer water shares to West Point City.
- 2- Approval of the attached postponement agreement.
- 3- Owner is responsible for all private utilities; power, gas, and phone.

For your information, the developer has submitted letters from Hooper Water, Davis & Weber Canal Co., and the North Davis Fire District and all have agreed to provide service to this lot upon payment of the appropriate fees.

## **Recommendation**

Staff recommends approval of the B&L Ranch Subdivision.

Staff also recommends approval of Resolution 09-1-2015A authorizing the Mayor to sign a postponement of improvements agreement.

## **Significant Impacts**

There are no significant impacts at this time.

## **Attachments**

Plat  
Postponement agreement  
Resolution 09-15-2015B



**B&L RANCH SUBDIVISION**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31,  
TOWNSHIP 5 NORTH, RANGE 2 WEST, S.L.B.&M.,  
WEST POINT CITY, DAVIS COUNTY, UTAH

**SURVEYOR'S CERTIFICATE**

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS: B&L RANCH SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

**BOUNDARY DESCRIPTION**

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF 800 NORTH STREET SAID POINT BEING LOCATED SOUTH 89°57'29" EAST 778.68 ALONG THE SECTION LINE AND SOUTH 92.00 FEET FROM THE CENTER OF SAID SECTION 31 AND RUNNING THENCE SOUTH 89°57'29" EAST 160.75 FEET; THENCE SOUTH 00°02'31" WEST 1221.00 FEET; THENCE NORTH 89°57'29" WEST 321.5 FEET; THENCE NORTH 00°02'31" EAST 137.08 FEET; SOUTH 89°57'29" EAST 160.75 FEET; THENCE NORTH 00°02'31" EAST 1083.92 FEET TO THE POINT OF BEGINNING.  
CONTAINING 218,311 SQ. FT./5.01 ACRES

DATE \_\_\_\_\_

STEPHEN J. FACKRELL  
LICENSE NO. 191517

**OWNER'S DEDICATION**

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO A LOT AS SHOWN ON THIS PLAT, HEREAFTER KNOWN AS B&L RANCH SUBDIVISION, DO HEREBY DEDICATE, GRANT AND CONVEY FOR PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON TO WEST POINT CITY.

IN WITNESS WHEREOF \_\_\_\_\_ HAVE HEREUNTO SET \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF DAVIS )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER ( ) OF THE ABOVE OWNER'S DEDICATION, \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

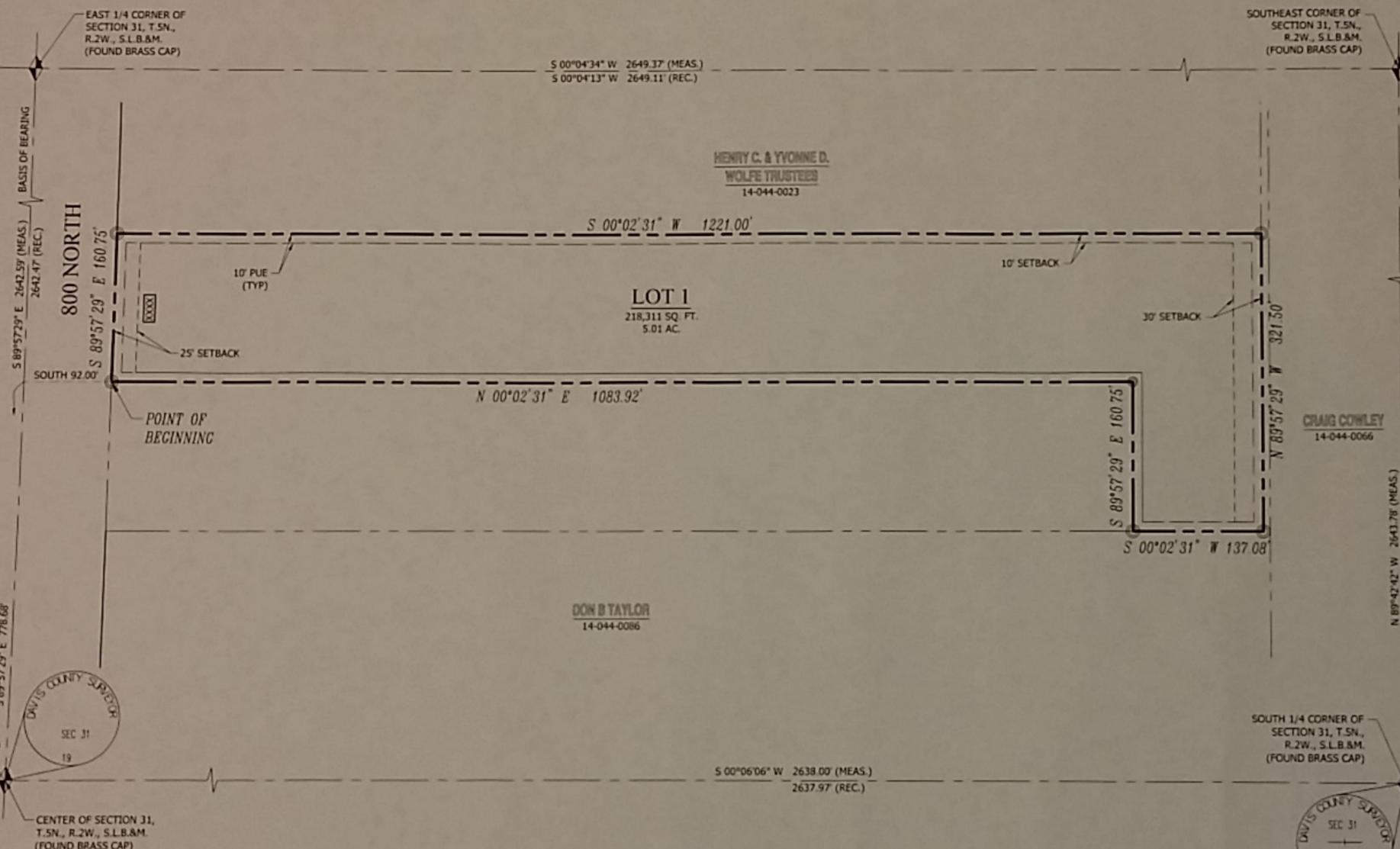
**B&L RANCH SUBDIVISION**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31,  
TOWNSHIP 5 NORTH, RANGE 2 WEST, S.L.B.&M.,  
WEST POINT CITY, DAVIS COUNTY, UTAH

**PINNACLE**  
Engineering & Land Surveying, Inc.  
2720 North 350 West, Suite #108 Layton, UT 84041  
Phone: (801) 773-1910 Fax: (801) 773-1925

**DAVIS COUNTY RECORDER**

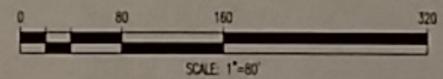
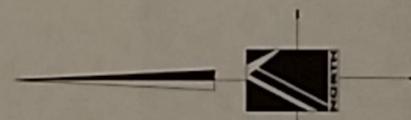
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY \_\_\_\_\_ DEPUTY RECORDER



**LEGEND**

- PROPERTY LINE
- LOT LINE
- CENTER / SECTION LINE
- STREET RIGHT-OF-WAY LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- ◆ NEW CENTERLINE MONUMENT
- ◆ SECTION CORNER
- ◆ PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH AN ORANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE 191517

DRAIN WATER SHALL BE ALLOWED TO RUN UNRESTRICTED ACROSS PROPERTY AS DISCLOSED BY WARRANTY DEED:  
RECORDED: JULY 5, 1968  
ENTRY NO.: 321945  
BOOK/PAGE: 394/68



**CITY ATTORNEY'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST POINT CITY ATTORNEY.  
\_\_\_\_\_  
WEST POINT CITY ATTORNEY

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST POINT CITY PLANNING COMMISSION.  
\_\_\_\_\_  
WEST POINT CITY PLANNING COMMISSION

**CITY ENGINEER'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST POINT CITY ENGINEER.  
\_\_\_\_\_  
WEST POINT CITY ENGINEER

**CITY COUNCIL APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST POINT CITY COUNCIL.  
ATTEST:  
\_\_\_\_\_  
WEST POINT CITY RECORDER  
\_\_\_\_\_  
WEST POINT CITY MAYOR



**RESOLUTION NO. 09-15-2015B**

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT  
BETWEEN ROSS LARSEN AND WEST POINT CITY FOR  
THE INSTALLATION OF STREET IMPROVEMENT AT 4353 WEST 800 NORTH**

**WHEREAS**, Ross Larsen plans to build a home at 4353 W 800 N; and

**WHEREAS**, The West Point City Code requires street improvements to be installed at the time of development; and

**WHEREAS**, There is no need at present to install said improvements; and

**WHEREAS**, Ross Larsen has agreed to pay for the improvements at a later date.

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

1. The Postponement of Improvement 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 15<sup>th</sup> day of September, 2015.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

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



**POSTPONEMENT OF IMPROVEMENTS AGREEMENT  
(4353 West 800 North, parcel no. 140440095)**

THIS AGREEMENT for the postponement of improvements (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, \_\_\_\_\_ is owner of real property situated in the City, which property is more particularly described as follows, to wit:

A PARCEL LOC IN THE SE 1/4 OF SEC 31-T5N-R2W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE S LINE OF 800 NORTH STR SD PT BEING LOC S 89<sup>^</sup>57'29" E 778.68 FT ALG THE SEC LINE & S 92.00 FT FR THE CENTER OF SD SEC 31 & RUN TH S 89<sup>^</sup>57'29" E 160.75 FT; TH S 00<sup>^</sup>02'31" W 1221.00 FT TO AN EXIST FENCE LINE; TH N 89<sup>^</sup>57'29" W ALG SD FENCE 321.5 FT; TH N 00<sup>^</sup>02'31" E 137.08 FT; TH S 89<sup>^</sup>57'29" E 160.75 FT; TH N 00<sup>^</sup>02'31" E 1083.92 FT TO SD S LINE & THE POB. CONT. 5.01 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.); and,

WHEREAS, there is now in force in the City an ordinance known as the West Point City Subdivision Ordinance, which requires the installation of curb, gutter, sidewalk, and other off-site improvements adjacent to any property where the same improvements have not previously been installed; and

WHEREAS, said improvements are to be installed at the time application is made for a building permit.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration it is mutually agreed between the parties as follows:

**AGREEMENT**

1. AGREEMENT FOR POSTPONED INSTALLATION. The parties agree that Owner may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Owner's said property. The Council's decision shall be based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.
2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made the determination referred to in paragraph 2 above, the City shall proceed with the

installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.

3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.
4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.
5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, as of the day and year first above written.

WEST POINT CITY

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

ERIK CRAYTHORNE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY ROGERS, City Recorder

\_\_\_\_\_  
(property owner)

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

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, who being by me duly sworn did say, each for himself and herself that they, the said \_\_\_\_\_ is the Mayor of West Point City, Davis County, State of Utah and that she, the said \_\_\_\_\_, is the City Recorder of West Point City, and that the within and foregoing instrument was signed on behalf of the said West Point City by authority of the City Council of West Point City and said \_\_\_\_\_ and \_\_\_\_\_, each duly acknowledged to me that the said West Point City executed the same and that the seal affixed is the seal of the said West Point City.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF UTAH        )  
  :        ss.        (Individual)  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

(SEAL)

