



WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

March 7th, 2023

WEST POINT CITY HALL

3200 W 300 N | WEST POINT, UT 84015

Mayor
Brian Vincent
Council
Gary Petersen, Mayor Pro Tem
Annette Judd • Jerry Chatterton
Brad Lee • Michele Swenson
City Manager
Kyle Laws

• **THIS PUBLIC MEETING WILL BE HELD IN-PERSON AT WEST POINT CITY HALL**

- Please avoid entering if you have a fever of 100.4° or above, cough, trouble breathing, sore throat, or feel generally unwell

• **A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW**

- Online: <https://us02web.zoom.us/j/88973480568> - Telephone: 1(669) 900-6833 – Meeting ID: 889 7348 0568

• **IF UNABLE TO ATTEND IN-PERSON, CITIZEN COMMENTS MAY BE EMAILED PRIOR TO carnold@westpointcity.org:**


- Subject: Citizen Comment – 03/07/2023 City Council - Email: Must include Full Name & Address and a succinct statement

ADMINISTRATIVE SESSION – 6:00 PM – OPEN TO THE PUBLIC

- | |
|---|
| 1. Discussion Regarding Speed Limit Recommendations – Mr. Boyd Davis pg. 4 |
| 2. Discussion Regarding the General Plan Update and Small Area Plans Contracts – Mrs. Bryn MacDonald pg. 8 |
| 3. Discussion Regarding Accessory Dwelling Units – Mrs. Bryn MacDonald pg. 51 |
| 4. Discussion Regarding a Rezone of Property Located at 3230 W 300 N (Hall Property) – Mrs. Bryn MacDonald pg. 56 |
| 5. Other Items |

GENERAL SESSION – 7:00 PM – OPEN TO THE PUBLIC

- | |
|---|
| 1. Call to Order |
| 2. Pledge of Allegiance |
| 3. Prayer or Inspirational Thought (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 (Emailed comments received prior to the meeting using the instructions above will be read to the Council at this time)
- Please approach the podium & <u>clearly state your name and address prior to commenting</u> . Please keep comments to a maximum of 2 ½ minutes
- Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives |
| 7. Youth Council Update |
| 8. Consideration of Approval of the Minutes from the December 6 th , 2022 West Point City Council Meeting pg. 110 |
| 9. Consideration of Approval of the Minutes from the June 21 st , 2022 West Point City Council Meeting pg. 121 |
| 10. Consideration of Approval of Resolution No. 03-07-2023A, Approving a Storm Drain Impact Fee Reimbursement Agreement with Tracy Bingham – Mr. Boyd Davis pg. 74 |
| 11. Consideration of Approval of Ordinance No. 03-07-2023A, Vacating an Easement on Lot 205 of the Bennett Century Farms Subdivision – Mr. Boyd Davis pg. 80 |
| 12. Consideration of Approval of Resolution No. 03-07-2023B, Approving Contract with Wasatch Front Regional Council and Downtown Redevelopment Services for the General Plan Update – Mrs. Bryn MacDonald pg. 9 |
| 13. Consideration of Approval of Resolution No. 03-07-2023C, Approving a Contract with Downtown Redevelopment Services for the Small Area Plans – Mrs. Bryn MacDonald pg. 29 |
| 14. Consideration of Approval of Ordinance No. 02-21-2023B, Amending WPCC Section 17.70.060 Regarding Height of Attached Accessory Dwelling Units – Mrs. Bryn MacDonald pg. 51
a. Public Hearing b. Action |
| 15. Consideration of Approval of Ordinance No. 03-07-2023C, Approving an Amendment to the General Plan Zoning Designation of Property Located at Approximately 2600 W 300 N from R-2 to the R-3 Residential Zone – Mrs. Bryn MacDonald pg. 89
a. Public Hearing b. Action |
| 16. Consideration of Approval of Resolution No. 03-07-2023D, Amending the West Point City Fee Schedule – Mr. Ryan Harvey pg. 99
a. Public Hearing b. Action |
| 17. Motion to Adjourn the General Session |

Posted this 3rd day of March, 2023: 
Casey Arnold, City Recorder

If you plan to attend this meeting and, due to disability, will need assistance in understanding or participating, please notify the City at least 24 hours prior and we will seek to provide assistance.

TENTATIVE UPCOMING ITEMS

Date: 03/21/2023

Administrative Session – 6:00 pm

1. Discussion Regarding the Future Main Street Concept – Mr. Boyd Davis
2. Discussion Regarding the Humphries Rezone – Mrs. Bryn MacDonald

General Session – 7:00 pm

1. West Point City Council Essay Contest Winners – Mayor Brian Vincent
2. Consideration of Approval to Remove the Westlake Estates Subdivision Phase 1 from Warranty – Mr. Boyd Davis
3. Consideration of Approval of Resolution No. 03-21-2023**, Approving an Interlocal Agreement with Davis County for Election Services – Ms. Casey Arnold
4. Consideration of Approval of Ordinance No. 03-07-2023**, Approving a Rezone of Property Located at 3230 W 300 N – Mrs. Bryn MacDonald
 - a. Public Hearing
 - b. Action

Date: 04/04/2023

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
2. Public Hearing Regarding Annexation of Properties Located at Approximately 700 S 4500 W into the Boundaries of West Point City – Mr. Kyle Laws
3. Consideration of Approval of Ordinance No. 04-04-2023A, Approving the Annexation of Properties Located at Approximately 700 S 4500 W into the Boundaries of West Point City – Mr. Kyle Laws
4. Consideration of Approval of Ordinance No. 04-04-2023**, Approving a Rezone of Property Located at *** (Humphries) from the ** Zone to the ** Zone – Mrs. Bryn MacDonald
 - a. Public Hearing
 - b. Action

Date: 04/18/2023

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Presentation by Davis County Commissioner Randy Elliott
2. Consideration of **

Date: 05/02/2023

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2023 Amended Budget and FY2024 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update

Date: 05/16/2023

Administrative Session – 6:00 pm

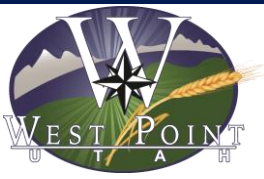
1. Discussion Regarding the FY2023 Amended Budget and FY2024 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 05-16-2023A, Approving the FY2023 Amended Budget – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

Date: 06/06/2023

Administrative Session – 6:00 pm



WEST POINT CITY 2023 CALENDAR

2023

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY

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AUGUST

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27	28	29	30	31		

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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APRIL

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30						

OCTOBER

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29	30	31				

MAY

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28	29	30	31			

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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26	27	28	29	30		

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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11	12	13	14	15	16	17
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25	26	27	28	29	30	

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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23	24	25	26	27	28	29
30	31	1				

2	New Year's Observed-CLOSED
3	City Council - 6 PM
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
16	MLK Jr. Day - CLOSED
17	City Council - 6 PM
24	Council/Staff Lunch - 11:30 AM
26	Planning Commission - 6 PM

3 & 4	PARTY AT THE POINT EVENTS
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
14	MOVIE IN THE PARK - DUSK
18	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED
27	Planning Commission - 6 PM

FEBRUARY

7	City Council - 6 PM
9	Planning Commission - 6 PM
10-11	City Council Planning & Visioning Session
14	Senior Lunch - 11:30 AM
20	President's Day - CLOSED
21	City Council - 6 PM
23	Planning Commission - 6 PM

AUGUST

1	City Council - 6 PM
5	MOVIE IN THE PARK - DUSK
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
15	City Council - 6 PM
18	Summer Social - 6:30 PM
24	Planning Commission - 6 PM

MARCH

7	City Council - 6 PM
9	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM

SEPTEMBER

4	Labor Day - CLOSED
5	City Council - 6 PM
12	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
28	Planning Commission - 6 PM

APRIL

4	City Council - 6 PM
8	EASTER EGG HUNT - 10 AM
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
15	MISS WEST POINT PAGEANT - 7 PM
18	City Council - 6 PM
21-22	ANNUAL SPRING CLEAN-UP
27	Planning Commission - 6 PM

OCTOBER

3	City Council - 6 PM
5	CEMETERY CLEANING
9	Employee Training - CLOSED
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
17	City Council - 6 PM
21	HALLOWEEN CARNIVAL 6-8 PM
24	Council/Staff Lunch - 11:30 AM
26	Planning Commission - 6 PM
TBD	ANNUAL FALL CLEAN-UP

MAY

2	City Council - 6 PM
4	CEMETERY CLEANING
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
23	Council/Staff Lunch - 11:30 AM
25	Planning Commission - 6 PM
29	Memorial Day - CLOSED
TBD	WEST POINT CITY DAY OF SERVICE

NOVEMBER

7	ELECTION DAY
9	Planning Commission - 6 PM
10	Veterans Day - CLOSED
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23/24	Thanksgiving - CLOSED
27	CITY HALL LIGHTING - 6 PM

JUNE

6	City Council - 6 PM
8	Planning Commission - 6 PM
9	MOVIE IN THE PARK - DUSK
13	Senior Lunch - 11:30 AM (Loy Blake)
19	JUNETEENTH - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM

DECEMBER

1	Christmas Party - 7 PM
5	City Council - 6 PM
6	CHILD REMEMBRANCE - 7 PM
7	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
19	City Council - 6 PM
21	Planning Commission - 6 PM
22	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED

*AS OF FEBRUARY 14, 2023

CITY COUNCIL STAFF REPORT



Subject: Speed Limit Policy Discussion
Author: Boyd Davis
Department: Engineering
Meeting Date: March 7, 2023

Background

As part of the transportation master plan, the City Council asked that recommendations be given on speed limits throughout the City. The master plan includes a map of the existing speed limits, the measured speeds, and recommendations on speed management. Staff would like to discuss the recommendations with the City Council.

Analysis

The master plan states the following:

“When a speed limit is posted, it should be within 5 mph of the 85th-percentil speed of free-flowing traffic.” (Utah Manual on Uniform Traffic Control Devices, MUTCD)

The MUTCD also states that other factors that may be considered when establishing or evaluating speed limits include:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

The master plan includes a map that shows the currently posted speed limits and the measured 85th percentile speed at various locations. There are 3 locations where the measured speed is greater than 5 mph above the posted speed limit, however they do not recommend changing the posted limit.

It is also important to point out that lowering the posted speed limit does not always have the intended result. A UDOT document included in the master plan states:

“Research has shown that artificially lowering speed limits generally does not lead to lower vehicle speeds.”

For this reason the master plan includes a section on traffic calming, also know as speed management. Traffic calming is the use of physical design and other measures to reduce vehicle traffic and/or vehicle speeds. The master plan has a link to several examples of traffic calming measures and their relative effectiveness. These types of measures should be considered if speed reduction is desired.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

Attachments

Master Plan pg 31

Speed limit map fig. 18

C. SPEED LIMITS

Roadway speeds are established based on a traffic engineering study that evaluates the speed distribution of vehicles along a roadway segment. Speed limits are displayed in multiples of 5 mph. The Utah Manual on Uniform Traffic Control Devices (MUTCD) states that "When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic". The Utah MUTCD also states that other factors that may be considered when establishing or evaluating speed limits include:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

The existing posted speed limits in West Point are shown in Figure 18. Figure 18 also shows locations where 85th-percentile speed data has been collected.

As shown in Figure 18, there are several locations where the 85th-percentile speed is greater than 5 mph above the posted speed limit. These locations include 4500 West, 3000 West, and 700 South. It is not, however, recommended that the speed limits on these roadways be increased to be within 5 mph of the 85th-percentile speed due to the pace, parking practices, and pedestrian activity on these roadways.

It is recommended the posted speed limits on 1300 N from 4500 W to 3000 W be made a consistent 35 mph.

D. TRAFFIC CALMING

Traffic calming is the use of physical design and other measures to improve safety for motorists, pedestrians and cyclists by reducing vehicle traffic and/or vehicle speeds. In general, traffic and speed management techniques should match the design characteristics of the specific corridor. Arterials, major collectors, and emergency response routes, for instance, prioritize through traffic volumes and higher travel speeds, and traffic calming and speed management techniques may not be appropriate. However, traffic calming may be important in areas of the City with a high presence of people walking and bicycling where a lower speed environment should be encouraged, such as near parks and trails, along local roads in residential neighborhoods, in city centers, or school vicinities.

For more information regarding traffic calming measures view the [UDOT Speed Management Information Sheets](#) which explain traffic calming treatments, advantages and disadvantages, typical costs, example locations, and other potentially useful information.

Tucson, Arizona operates a neighborhood traffic management program that emphasizes neighborhood participation to implement traffic calming measures. The City could consider a similar program in the future.

Additional traffic calming resources include:

[Seattle Traffic Calming](#)

[Salt Lake City Traffic Calming](#)

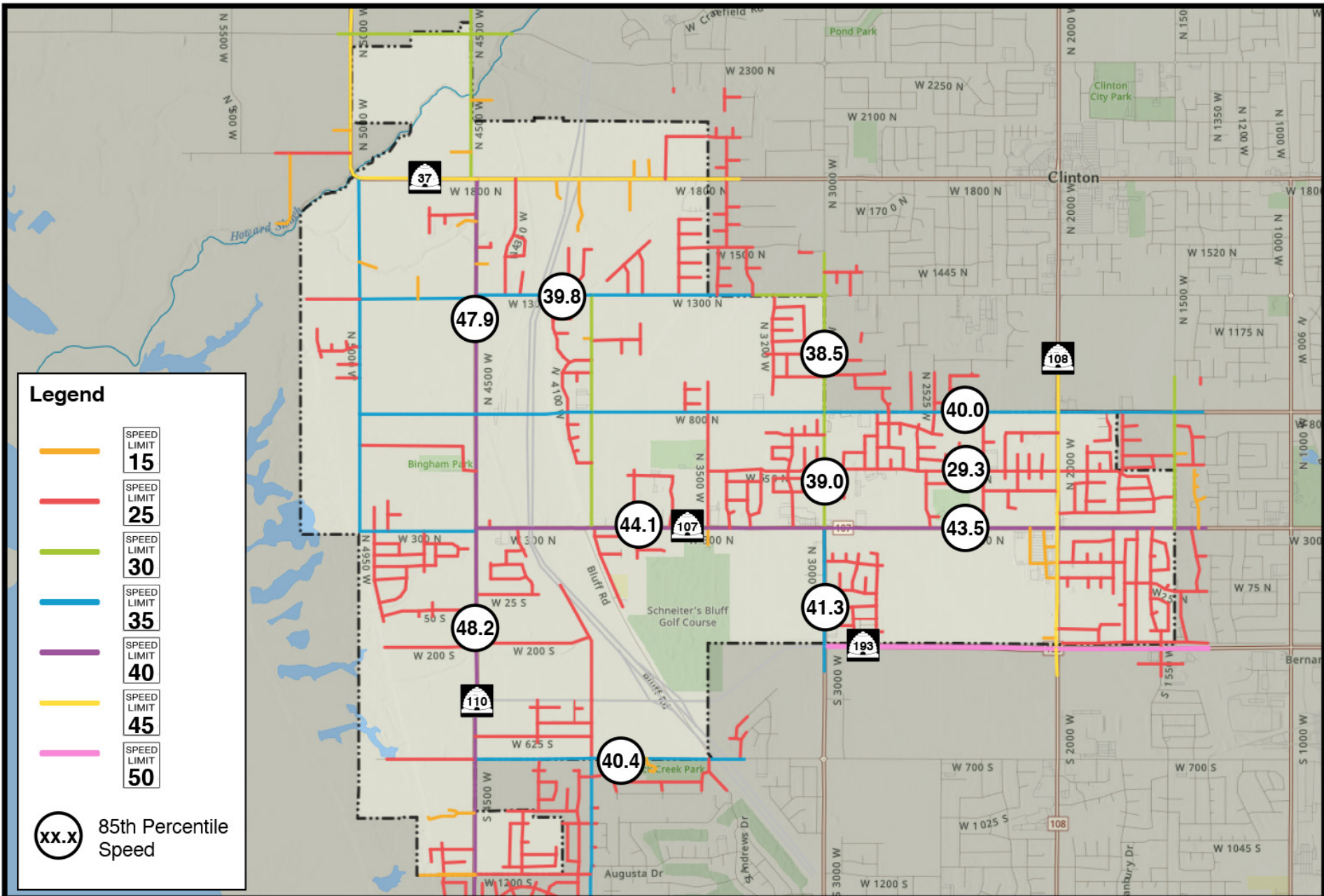
[FHWA](#)

[ITE](#)

[NACTO](#)

Most traffic calming appropriate on local / minor local roads; some traffic calming appropriate on minor collectors; traffic calming generally not appropriate on major collectors.

The image shows two pages of UDOT Speed Management Information Sheets. The left page is titled 'RADAR SPEED SIGN' and features a green sign graphic that reads '2-10 REDUCES SPEEDS FROM 2 TO 10 MILES PER HOUR', '\$10,000 AVERAGE ANNUAL COST PER MILE', and '5% REDUCES CRASHES UP TO 5%'. It lists advantages like 'Passive measure which doesn't require driver to alter behavior' and disadvantages like 'Changes could result in a loss of effectiveness'. It also lists typical locations (rural communities) and example locations (US-89, I-15, SR-122, US-6, SR-9). The right page is titled 'SPEED MANAGEMENT STUDIES' and includes sections for 'WHAT ARE SPEED MANAGEMENT STUDIES?', 'HOW DO I REQUEST A SPEED MANAGEMENT STUDY?', and 'WHERE TO UTILIZE SPEED MANAGEMENT STUDIES?'. It explains that speed management studies are a holistic approach to dealing with speed and that they should be used in conjunction with speed management measures.



Speed Limits
 West Point City Transportation Master Plan



DATE:	7/28/2022
PROJECT:	21-255
Figure 18	

CITY COUNCIL STAFF REPORT



Subject: General Plan Update & Small Area Plan Contracts
Author: Bryn MacDonald
Department: Community Development
Meeting Date: March 7, 2023

Background

Last year the City was awarded a \$75,000 grant from Wasatch Front Regional Council as part of the Transportation and Land Use Connection (TLC) Grant. The grant is to complete a new General Plan. The grant requires a \$25,000 match from the City. As part of the General Plan, we would also like to complete two small area plans with the same consultant.

Discussion

In October 2022, WFRC advertised a Request for Pool Letter of Qualifications. We received five responses to the request. After reviewing all of the requests, we have decided to use Downtown Redevelopment Services to complete the new General Plan. The contract is between WFRC, West Point City, and Downtown Redevelopment Services for \$100,000.

After further discussions with Downtown Redevelopment Services, we are proposing an additional contract for \$19,000 to complete two small area plans. The plans will be for the large farm north of SR-193 and west of 2000 West, and the farm south of city hall where the future Main Street would be located. The small area plans will give us additional plans and details for developing these properties. Combining the small area plans with the General Plan process allows us to reduce the cost for the small area plans by maximizing the consultants time and resources.



Recommendation

Staff recommends approving the contracts with Downtown Redevelopment Services and WFRC for the General Plan and Small Area Plans.

RESOLUTION NO. 03-07-2023B

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES FOR PREPARATION OF A GENERAL PLAN

WHEREAS, West Point City desires to complete an updated General Plan; and

WHEREAS, West Point City has been awarded funds from Wasatch Front Regional Council as part of the Transportation and Land Use Connection Grant; and

WHEREAS, West Point City has solicited proposals from qualified consulting firms for the preparation of a general plan; and

WHEREAS, West Point City has recommended that Downtown Redevelopment Services be selected as the firm to prepare the general plan.

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

1. The agreement for professional services, 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 7th day of March, 2023.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

1. **CONTRACTING PARTIES:** This agreement (“Agreement”) is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as “CONSULTANT.” THE LOCAL GOVERNMENT is in agreement with the CONSULTANT’S (1) executive summary, (2) detailed work plan, (3) project team/staffing plan, (4) approach, and (5) schedule.

Consultant Name:	<u>Downtown Redevelopment Services, LLC</u>
Address:	<u>PO Box 325, Park City, UT 84060</u>
Phone Number:	<u>(801) 410-0685</u>
Fed ID No:	<u>82-3433016</u>

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the **West Point City General Plan #351037** project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 5/1/2024 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: _____

By:  _____

Date: _____

Date: Feb 21, 2023

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

CONSULTANT SIGNATURE

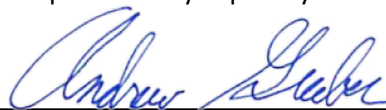
CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

Feb 21, 2023

Date



Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, the Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Marcia White, mwhite@wfr.org.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in the performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay, or interruption.



8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$100,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#).

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Marcia White, mwhite@wfr.org. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered and must be submitted with a monthly progress report outlining the deliverables and tasks completed on the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub-consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all work data, documents, proceedings, sub-consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.



It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal dispute resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state, and local laws, ordinances, or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits, and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.



CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member, or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction, and Use of Material.

No reports, maps, or other documents produced under this Agreement shall be subject to an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent negligent acts, errors, or omissions of CONSULTANT, its officers and employees and others for whom the CONSULTANT is legally liable.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or



proceedings, including workers' compensation claims, to the extent they result from or arise out of the tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

23. Insurance.

CONSULTANT maintains, at its own expense, worker's compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agree as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's



obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise (DBE).

The CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in Project.

- A. The CONTRACTOR agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.



TRANSPORTATION
AND
LAND USE CONNECTION

- C. If the CONTRACTOR issues a purchase order or subcontracts any portion of this contract, the CONTRACTOR agrees to follow the procurement procedures in the UDOT Public Transit Team Procurement Guide, located on the UDOT Public Transit website; and, FTA Circular 4220.1F, which sets forth the requirements a CONTRACTOR must adhere to in the solicitation, award, and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.
- E. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this CONTRACT or such other remedy as the Department deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ATTACHMENT B

Scope of Work and Services

1: Public Engagement

Our team, Downtown Redevelopment Services/CRSA, Wall Consulting Group (WCG), and Planning Outpost, will provide a series of community engagement and interaction elements focused on the Visual, Auditory, Kinesthetic (VAK) model in this task. During this task, our team will prepare for, administer, solicit, and facilitate the following events. For this purpose, a total amount of meetings or events per type is provided:

- **Project website** – We will prepare a single (1) project website hosted on GoDaddy. This website will serve as the hub of activity for all aspects of the project. The website will be hosted for one year, after which time ownership of the site can be transferred to the City. This website will also facilitate the digital citizens guide for the general plan, utilizing a dedicated portion of the website for interactive information datasets.
- **Community network analysis** – Our team will prepare a community network analysis to map all the different groups and individuals within the community. This will include identifying the various groups and contacting them to ensure they are aware of the process.
- **Project surveying** – We will facilitate two (2) public engagement surveys. Each survey will be hosted on Typeform, allowing for interactive feedback and logic jumps in questioning. Surveys will be provided in digital format and print form if desired. Surveys will be provided to the steering committee for review and approval. The consultant will prepare and facilitate the surveys digitally. Images and flyers/posters will be prepared and printed for the municipality. Social media messages and imagery will be prepared by the consultant. It will be the responsibility of the municipality to distribute all social media announcements via their existing channels. The consultant will provide a total of 250 flyers and 500 business cards to the city for distribution at local establishments. Up to 250 print-form surveys (for each survey) will be provided to the municipality for use. The timeframe for surveying is as follows:
 - **Conceptual/data gathering** – This survey will be facilitated within the first two months of the project and is purposed to gather baseline data and community visioning elements. The survey will include multiple-choice questions, true/false, and short-answer formats. A projected timeframe for completion of the surveys is under 5 minutes.
 - **Draft recommendations** – After draft recommendations are prepared, we will prepare and release a second survey to gather feedback, specifically determining if we have heard the public right in the visioning and needs engagement process. The survey will include multiple-choice questions, true/false, and short-answer formats. A projected timeframe for completion of the surveys is under 5 minutes.
- **Steering committee creation and meetings** – We will help facilitate steering committee meetings. It will be the responsibility of the City to prepare a list of individuals for the steering committee, no more than eight individuals, At the first meeting, the group will review and solidify the following:



- Formal public input plan
- Community meeting dates/times
- Strategic visioning session format/s
- Dates/times for future steering committee meetings
- Required dates/timeframes for document review
- A minimum of 8 steering committee meetings will be held, one per month of proposed project timing. Up to four (4) additional steering committee meetings can be held at no additional costs throughout the project.
- **Open house and input meetings** – We will facilitate a series of public input meetings (3) to allow the public to provide feedback and comments about the general plan content. The proposed arrangements are as follows:
 - Visioning input workshops – This will be a series of four (4) separate visioning workshops held over two days. These workshops will be tailored to individual users such as business owners, property owners, residents, and elected officials. It is not required to attend all meetings, however, attendance in the most relevant group setting is appreciated.
 - Progress check meeting – This meeting will happen after visioning is completed, allowing for additional feedback and review of the draft ideation phase elements
 - Draft recommendations meeting – Our team will facilitate a meeting with the public when draft recommendations are in conceptual status, allowing for polling and significant alterations before detailed draft document preparation.
- **Town hall meeting** – we will host a town hall meeting once the draft of the document is ready for public presentation. At this meeting, the public will be presented with the findings and recommendations, followed by a period where they can provide comments and feedback to the consultant team.
- **Stakeholder meetings** – We will facilitate a series of stakeholder meetings (up to 3, hosted on dates with other meetings already on-site) to help provide interested individuals or groups with an opportunity to have detailed discussions with the consultant team.
- **Public official meetings** – We will facilitate a series of public officials meetings (up to 6). This will include the following:
 - Council visioning meeting
 - Council draft recommendations meeting
 - Council final draft meeting
 - Council adoption process meetings
 - Planning commission draft document review
 - Planning commission final document adoption
- **Database or FTP creation** – Our team will prepare a google drive where the steering committee can review, facilitate, and comment on all documents

Deliverables - Meeting minutes and synopsis will be prepared for all meetings. Meeting minutes and content will be included with all invoices to document verification of our work progress.



2: Research & Strategy Development

In this task, our team, Downtown Redevelopment Services/CRSA, WCG, Planning Outpost, and Zions Financial, will prepare a detailed analysis of the community, identifying assets and elements necessary for project success. The detailed aspects of this task will provide the first few chapters of the general plan. Detailed information about functions for this phase of work includes:

- **Existing and supportive plan review** – We will perform a detailed analysis of the available community guidance documents in this subtask. This will include a review of existing general plans, regional community economic development strategies, transportation master plans, economic development plans, small area plans, and similar. This will culminate in a written report that identifies the content, usefulness for the plan update, and areas where document elements need another review for incorporation. A drive will be provided for the City to upload all documents and pertinent elements for the consultant team to review. This should include both civic and regional plans.
- **Community context/character** – We will review the neighborhoods, commercial corridors, and other community districts for context character elements, including socio-economic, local economics, population growth, and market forecasting. This task will be conducted utilizing publicly available datasets, helping to project future growth and economic results. In addition to a review of the publicly available data, the consultant will conduct site and community tours to document and identify community character elements. This sub-task will form the first chapter in the final plan, documenting the historical, current, and future community characteristics.
- **Community connectivity analysis** – Our team will prepare a detailed review of the community and identify character elements that are not quantifiable. This will be based on surveys and in-person stakeholder meetings.
- **Water preservation review** – Wall Consulting Group will guide the water use and preservation element of the West Point General Plan. WCG will work closely with City staff to develop the overall planning and policy direction for water use and conservation efforts. Our efforts will ensure that the general plan meets the requirements outlined in recent legislation (2022 Senate Bill 110 S01).
- **Growth, Density & Income Forecasting** – Our team will prepare a detailed forecast of critical socio-economic data points. The steering committee will review these exact data points during a regular meeting.
- **Housing and transportation review** – Our team will prepare a detailed review of the housing market, conditions, and identifiers, allowing for accurate projections about future growth. This analysis will also be prepared for transportation, identifying areas where growth will be needed and infrastructure provided. The transportation assessment will be based on the results of the recently adopted transportation master plan (completed by WCG).
- **Open space and risk/resiliency** – We will prepare a detailed review of the recreational assets within the community, including connectivity and accessibility. Parks and recreation locations will be reviewed, matching future locations to anticipated growth.
- **Community visioning process** – Our team will conduct a detailed community visioning process to build on the previous review elements and identify critical core ideas. As the general plan update



moves forward, this visioning process will be the baseline of all proposed guidance elements and recommendations. The visioning process will include the following:

- Core elements determination – During the public engagement and input process, our team will prepare a series of core character elements that the community demonstrates or desires for the future. This will be an iterative process of 2-3 rounds of edits.
- Definition creation and preparation – Once the items are identified, our team will prepare a brief and graphic document that outlines the 3-4 core vision elements and the necessary supportive or explanation text
- Impact analysis – Our team will prepare a quick analysis that documents how the core elements of community character are based on historical storytelling and will impact the community's overall future.

We strongly believe that visioning is the core of a strong general plan, and we will work with the steering committee and residents to ensure this phase is right before moving into the plan preparation phase.

Deliverables - The work from this phase will provide chapters two (existing conditions analysis) and three (community core values) in the overall general plan update.

3: Plan Ideation & Preparation

Using the information gathered in the previous two phases, our team, Downtown Redevelopment Services/CRSA, WCG, Planning Outpost, and Zions Financial, will begin to draft the core values and recommendations of the overall general plan. This process will take place in a two-part process, primarily 1) draft recommendations and 2) final document preparation. The draft recommendations will be more vague, incorporating enough detail to demonstrate the overall impacts and necessary elements. After approval and verification of the draft recommendations, more detail will be provided, and the final document will be drafted. At the time of writing this scope, the anticipated recommendations sub-chapters in the overall document are expected to be:

- Community Character
- Land Use (including future land use mapping)
- Housing
- Economic Development
- Transportation
- Infrastructure
- Risk & Resiliency
- Implementation Framework
- Appendix (section covers and provided PDFs)

These proposed chapters outlined above are subject to change based on the analysis and investigation during the prior phases of work. Language drafting for the above sections will be recommendations and

language-based, outlining a series of actionable goals and strategies to help achieve the community vision elements. This is completed through the below plans or recommendations tiers:

- Tier 1 - Community vision
- Tier 2 - Strategic goals
- Tier 3 - High-level recommendations
- Tier 4 - Action steps (multiple for each recommendation)

Drafting of each chapter will start with a series of findings and overall goals, followed by specific, actionable goals and recommendations with timeframes and an implementation matrix. A total of three (3) rounds of edits for the final document will be provided within this contract scope. The municipality's point of contact is responsible for providing a unified set of comments or reviews to the consultant team for incorporation into the document.

In addition to the recommendations, our team will draft the following items to support the overall plan:

- **Implementation framework** – Detailed implementation strategies will be drafted for the action items identified. This will include a series of elements such as:
 - Available grants lists
 - Necessary municipal steps
 - Community participation elements
- **100-day plan** – We will draft a detailed plan for elements necessary for completion within the first 100 days after plan adoption. This will likely include a myriad of municipal-based action times. However, the goals will outline the necessary steps and processes for these near-term completion projects
- **Appendix sections for existing plans** – We will incorporate the available methods (such as the market analysis, small area plans, and transportation plans) as appendix files to the general plan, notating them as included throughout the document as necessary.

Final document preparation – The final document will be a graphic-rich file that is prepared in multiple formats, specifically:

- **Technical plan** – This plan will be the standard technical guidance document for municipal or consultant usage. The document will be prepared in PDF and InDesign formats for the technical report, and maps will be provided in GIS or other formats as necessary. A total of five (5) printed copies will be provided.
- **Citizens guide** – This guide version will be an abbreviated and mostly graphic version of the general plan update. This plan aims to provide the community with a quick reference manual that can help residents, business owners, and property owners understand how the general program impacts their lifestyle and property. The document will be prepared in print and online (through the custom website).

Final deliverables – The final deliverables for this task will include a draft and final general plan with all necessary appendices or supportive files.

4: Detailed Planning Area

Special emphasis will be placed on two (2) identified community areas by Development Redevelopment Services/CRSA, providing the elements below. These planning elements are more detailed and specific to the targeted areas, helping to provide a framework for potential project implementation.

- **More detailed existing conditions analysis** – Our team will provide an additional detailed analysis of each site, documenting mobility, access, assets, and opportunities/constraints.
- **Detailed visioning and programming** – We will prepare a series of graphic documents demonstrating the identified vision or build-out for the site. This will include the use of standard graphics and sample imagery, and it does not include site renderings or plan view layout-based exercises.
- **Detailed land-use planning** – We will prepare a detailed land-use plan (parcel level) for the targeted areas. This will include detailed projections of land use changes over the next 5-8 years.
- **Strategic recommendations** – We will provide recommendations for preparing, developing, and maintaining the proposed site programming.

Final Deliverables – this task will have a series of final deliverables for "specialized planning areas," and they will be an appendix in the overall general plan.

5: Adoption

As a final phase of the overall general plan process, our team, Development Redevelopment Services/CRSA and Planning Outpost, will assist the City through the adoption process. This will include a variety of meetings (outlined in the public engagement section above) and assistance with the following:

- Planning commission reading and recommendation meetings
- Resolution drafting
- City council reading and adoption meetings
- Public notice drafting
- File preparation for storage

Additional tasks will likely arise as the process is finalized, and our team will ensure that they are identified, informed, and completed as necessary.

Outlined below is a chart demonstrating which consultants will be performing work on each task of the overall project. Final work products for each task will be a joint effort between all consultant partners:

Task	DRS/CRSA	WCG	Planning Outpost	ZPFI
Phase 1	X	X	X	
Phase 2	X	X	X	X
Phase 3	X	X	X	X
Phase 4	X			
Phase 5	X		X	

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$100,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$75,000**.

Combined Local Governments: **\$25,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by 12/31/2023.
- (2) Project / Contract Period: The project/contract will terminate on 5/1/2024 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include the remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.



Detailed Task Budget

Task & Phase	DRS/CRSA	WCG	Planning Outpost	ZPFI	Total By Task
Task 1 – Public Engagement <ul style="list-style-type: none"> ● Project Website ● Community Network Analysis ● Project Surveying ● Steering Committee Creation & Meetings ● Open House & Input Meetings ● Town Hall Meeting ● Stakeholder Meetings ● Public Officials Meetings ● Database or FTP Creation 	\$8,000	\$7,000	\$5,000	\$0	\$20,000
Task 2 – Research & Strategy Development <ul style="list-style-type: none"> ● Existing and Supportive Plan Review ● Community Context/Character ● Community Connectivity Analysis ● Water Preservation Review ● Growth, Density, and Income Forecasting ● Housing and Transportation Review ● Open Space and Risk/Resiliency ● Community Visioning Process 	\$32,000	\$12,000	\$6,000	\$3,000	\$53,000
Task 3 – Plan Ideation & Preparation <ul style="list-style-type: none"> ● Plan Ideation ● Strategic Goals ● High-Level Recommendations ● Action Steps ● Implementation Framework ● 100-Day Plan ● Appendix Sections Plan prepared in 2 formats, including: <ul style="list-style-type: none"> ● Technical Guide ● Citizens Guide 	\$8,500	\$3,500	\$1,000	\$3,000	\$16,000
Task 4 – Detailed Planning Area <ul style="list-style-type: none"> ● Detailed Existing Conditions Analysis ● Detailed Vision and Programming ● Detailed Land-Use Planning ● Strategic Recommendations 	\$6,000				\$6,000
Task 5 – Adoption <ul style="list-style-type: none"> ● Planning commission reading and recommendation meetings ● Resolution drafting ● City council reading and adoption meetings ● Public notice drafting ● File preparation for storage 	\$3,500		\$1,500		\$5,000
Total	\$58,000	\$22,500	\$13,500	\$6,000	\$100,000

Schedule

Outlined below is the updated schedule for the overall general plan process.

Month	March	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
PHASE 1: Public Engagement										
<i>Timing</i>										
PHASE 2: Research & Strategy										
<i>Timing</i>										
PHASE 3: Plan Preparation & Deliverables										
<i>Timing</i>										
Phase 4: Specialized Area Planning										
<i>Timing</i>										
PHASE 5: Plan Adoption										
<i>Timing</i>										
									ADOPTION	ADOPTION

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government: West Point City
Contact Address: 3200 West 300 North, West Point, UT 84015
Contact Email: bmacdonald@westpointcity.org

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, the scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project-related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project’s progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of West Point City will in earnest consider the final products for formal adoption.

Date

Mayor

RESOLUTION NO. 03-07-2023C

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES FOR PREPARATION OF SMALL AREA PLANS

WHEREAS, West Point City desires to complete small area plans for the area located at approximately SR-193 and 2000 W, and the area located at approximately SR-193 and 3200 W; and

WHEREAS, West Point City has solicited proposals from qualified consulting firms for the preparation of a general plan; and

WHEREAS, West Point City has recommended that Downtown Redevelopment Services be selected as the firm to prepare the small area plans.

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

1. The agreement for professional services, 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 7th day of March, 2023.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

PROFESSIONAL PLANNING SERVICES AGREEMENT

between

Downtown Redevelopment Services, LLC

and

City of West Point, UT

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT (“Agreement”), made, entered into, and signed on this the 7th day of March, 2023 (“Effective Date”), by and between Downtown Redevelopment Services, LLC, an Ohio limited liability company (“Consultant”) and City of West Point (“Client”).

WITNESSETH:

WHEREAS, Client desires to engage a qualified and experienced planning consultant to furnish professional and technical services for two (2) small area plans, defined as the Main Street Small Area Plan and 2000 W/SR-193 Small Area Plan herein referred the “Project”; and

WHEREAS, Consultant has represented to Client that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time frame; and

WHEREAS, Client and Consultant acknowledge that the Project is subject to certain requirements of law.

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that the Project is as described in Exhibit A, which is attached to and incorporated herein by reference, and entitled the "Scope of Work." Client and Consultant recognize that during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES:

Consultant agrees to perform those professional, technical, and other services described in Exhibit A and in any written amendments to this Agreement. Unless modified in writing by both

parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Scope of Consulting Services. Consultant agrees to perform those tasks (“Work”) described in the documents entitled Scope of Work which is attached hereto and incorporated herein as Exhibit A. Consultant shall obtain any necessary permits and licenses required for the performance of Consultant’s work, if any such permits or licenses are required by law.

B. Change of Scope of Consulting Services. Client may, at any time during the term of this Agreement, make requests for changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in Consultant's cost of performing any part of its obligations under this Agreement, upon Consultant’s request and Client’s written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to Client prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from Client. Nothing in this paragraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes unless the proposed additional services will make proceeding in accordance with the original or previously approved obligations unnecessary or impracticable.

C. Opinions of Costs. Any opinions of probable costs prepared by Consultant represent Consultant’s best judgment as a professional familiar with the industry. Client recognizes that Consultant has no control over costs or the prices of labor, equipment, or materials, or over a contractor’s method of pricing. Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

III. CONTRACT TERM

A. Contract Term. The term of the contract is set forth on the Scope of Work attached to and incorporated within this Agreement as Exhibit A.

B. Completion Date. Consultant shall commence the Work under this Agreement on a date established by an exhibit to this Agreement (“Commencement Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. Consultant shall complete the Work no later than the date established by an exhibit to this Agreement (“Completion Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. If, however, such Commencement Date or Completion Date is impractical due to changes in Consultant’s scope of work, the Commencement Date or Completion Date shall be adjusted equitably as agreed by the parties. Delays beyond the reasonable control of Consultant due to acts of God,

acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant and delay the Completion Date for a period equal to such prevention, delay, or stoppage.

IV. SCOPE OF CLIENT SUPPORT:

Client agrees to provide the following:

A. All criteria and full information as to Client's requirements for the Project.

B. Available information and data pertinent to the Project.

C. Timely reviews of work product.

D. Client shall appoint a Client's project manager with respect to work to be performed under this Agreement who shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by Client on any aspect of the work shall be directed to the project manager. Said Client's project manager shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies. Consultant shall be entitled to rely on representations made by said Client's project manager unless otherwise directed in writing by Client.

E. Client shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. Client will also endeavor to keep Consultant advised concerning the progress of Client's review of the work.

F. Unless included in Consultant's services as identified in Article II, Client will furnish without charge, upon Consultant's reasonable request, the following information to the extent it is within Client's possession or control:

(i) Such maps, records, laboratory tests, survey ties, benchmarks, or other data pertinent to the services to be rendered by Consultant;

(ii) Available data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project;

(iii) When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

G. Provide Consultant's personnel with access to the Project site to allow timely performance of the work required by this Agreement.

V. AUTHORIZATION AND PROGRESS:

Client grants specific authorization for Consultant to proceed with the Work described in Exhibit A on the Commencement Date set forth in Exhibit B.

LVI. COMPENSATION

Compensation for services provided by Consultant pursuant to Article II hereof and reimbursement of expenses incurred by Consultant shall be as set forth in Exhibit C, Compensation and Terms and Conditions of Payment, which is attached hereto and incorporated herein by reference. If the scope of work, or the extent or character of the Project is changed materially through no fault of Consultant, the amount of compensation to Consultant provided for herein shall be subject to equitable and mutually agreed upon adjustment.

VII. RESPONSIBILITY OF CONSULTANT, LIMITATION OF LIABILITY

A. Professional Services. Consultant is employed to render professional and technical services only, and any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Work. Consultant shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Consultant's services are rendered. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of Consultant and its officers, directors, members, employees, agents, and subconsultants, and any of them to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Consultant and its officer, directors, members, employees, agents, or subconsultants, or any of them shall not exceed the amount of quoted insurance coverage as outlined in Section IX, Subsection A.

B. Consultant shall promptly pay all bills incurred by the Consultant in the performance of the Work hereunder, including, without limitation, bills for labor, services, equipment, and materials provided to Consultant. Consultant shall not cause any lien or charge to be fixed, filed, or otherwise assessed against the Client or the Client's property. In the event any such lien or

charge is asserted or filed against the property, Consultant shall cause such lien or charge to be discharged promptly

C. Except as otherwise authorized by Client and except as is reasonably necessary for Consultant to perform its Work hereunder, all communication between Consultant and the Client's end-users shall be forwarded through or with the knowledge of Client.

VIII. INDEMNIFICATION:

A. Client and Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

B. Client and Consultant further agree to hold their hired or contracted consultants, professional service providers, and other providers liable for any damages, liabilities, and costs resulting from such consultants' and providers' negligent acts, errors, or omissions in the performance of such consultant's and providers' services in design or implementation of work for Client or Consultant.

C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

D. Nothing herein shall be deemed a waiver or any right(s) of sovereign immunity.

IX. INSURANCE

Prior to the start of the Work, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance on Consultant's employees performing work on the Project, and Professional Liability Insurance. To the extent permitted by such insurers, Client shall be named as an additional insured on the policies, as applicable to this Project, except Workers' Compensation insurance and professional liability insurance. All policies must be placed with a carrier rated not less than A-VII by A. M. Best.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined bodily injury and property damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The aggregate must be applicable on a per project basis.

2. Commercial Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles with a combined bodily injury and property damage limit of \$1,000,000.

3. Workers' Compensation or employer's liability insurance with limit of the minimum required by law.

4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for one (1) year after termination of this Agreement, and Consultant shall provide Client with additional certificates of insurance to evidence such coverage throughout said period.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Client and accepted by Client. At Client's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

C. Insurance Certificates. An insurance certificate must be furnished by Consultant to Client. Endorsements showing Client as an additional insured where applicable must be endorsed with the following statement in substantially the following form: "Coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Client and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

D. Client's Right to Information. Client shall have the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

X. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the Work to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all of Consultant's subcontractors. Subcontractors must comply with the same insurance requirements as the Consultant.

XI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work. Consultant may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event Client does not pay any invoice when due. The time for completion of the Work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

XII. TERMINATION OF WORK

A. Client or Consultant may terminate work hereunder if the other party fails to perform in accordance with the provisions of this Agreement by providing at written notice pursuant to Article XII.B to the other party by certified mail with receipt for delivery returned to the sender.

B. In the event of a party's default, non-performance, or breach, the other party agrees to, before exercising any right or remedy available to it, give written notice of the default, non-performance or breach to the defaulting party. For the fifteen (15) days following such notice, the defaulting shall have the right to cure such default, nonperformance, or breach. If the defaulting party fails to cure the default, non-performance, or breach within the fifteen (15) day period, the other party may terminate its work. If Consultant fails to cure within the fifteen (15) day period, then immediately after receiving notice of termination from Client, Consultant shall perform such additional work as is necessary for the orderly filing of documents and all finished or unfinished documents, maps, studies, work papers, and reports prepared by Consultant under this Agreement shall be the sole property of Client upon payment by Client to Consultant of all sums due for Work performed on the Project by Consultant. Unless otherwise agreed in writing by the parties, the time spent by Consultant on such additional work shall not exceed five percent (5%) of the time expended by Consultant on the Project prior to the effective date of termination. Consultant shall be compensated for work performed prior to the effective date of termination, plus work required for filing and closing as described in this Article XII, plus all unpaid reimbursable expenses.

XIII. CONFLICT OF INTEREST

A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of Client, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify Client.

C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIV. DOCUMENTS

A. Neither Client nor the Consultant shall make changes in the other's drawings and specifications or reports without the written permission of the other party. Consultant shall have no responsibility or liability for any revisions made to the drawings and specifications or reports without Consultant's permission.

B. Upon payment to Consultant of all sums due for work performed on the Project by Consultant, original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of Client but Consultant shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client shall not reuse or make any modifications to the plans and specifications without prior written authorization by Consultant. Client hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by Client other than for information and reference in connection with the use, operation and occupancy of the Project by Client and others. Client further agrees that Client will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of Client is disclosed to such other client or any other party.

C. Consultant agrees that any electronic or other documents provided to the Consultant by the Client for the Consultant's use on the Project belong to and remain the property of the Client. Except as necessary for the Project, Consultant will not disseminate any such documents to third parties without the Client's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients.

XV. CONSULTANT TO COOPERATE

If Client undertakes or awards other contracts for additional related work, Consultant shall cooperate with such other consultants or other independent contractors of Client and the Client's employees, and to the extent reasonably practical Consultant shall fit its own work to such additional work as may be directed by Client. To the extent reasonably practical, Consultant shall not commit or permit any act which will interfere with the performance of work by any other

consultant or independent contractor of Client or any employee of Client. Neither the professional activities of Consultant, nor the presence of Consultants or its employees and subconsultants at a construction site shall relieve the general contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. Consultant has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Client's agreement with the general contractor. Client also agrees that Consultant shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

XVI. COMPLIANCE WITH LAW

Consultant shall observe and render services in conformance with applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed hereunder.

XIX. AUDITS AND INSPECTORS

A. All services performed by Consultant shall be subject to the general administration, coordination, and inspection of the Client at all reasonable times. In coordination with Consultant, Client shall provide sufficient, safe, and proper facilities at all times for construction services and construction contractors. Consultant shall furnish inspection of the work and shall furnish all information concerning the services. To the extent reasonably practical, Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Client. At any time during normal business hours and as often as Client may deem reasonably necessary, Consultant shall make available to Client and/or employees and representatives of Client for examination all of Consultant's records with respect to matters covered by this Agreement. Consultant shall also permit Client and/or employees and representatives of Client to audit, examine, and make copies, excerpts or transcripts of such records relating to matters covered by this Agreement. Client's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead, or profit.

B. Except as otherwise provided in this Agreement, Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its proposal and billings and shall make such material available at all reasonable times during the period of the Agreement, and for one year from the date of final payment under the Agreement, for inspection by Client or any reviewing agencies. Consultant agrees that the provisions of this Article XIX.B shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

C. Consultant shall maintain and make available to Client copies of the drawings, calculations, specifications, and other documents and information as reasonably requested by Client. Submission or distribution of such documents to meet official regulatory requirements is not to be construed as publication in derogation of the Client's or the Consultant's rights in the documents.

XX. INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Consultant shall have full power and authority to select the means, manner, and method of performing Consultant's services without detailed control or direction by the Client. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees as the agent, employee, or representative of Client, except that the Scope of Work described in Exhibit A may include having employees of Consultant serve as a representative of Client during the Project.

XXI. ASSIGNMENT, SUCCESSORS AND ASSIGNS

This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. Nothing in this Agreement shall be construed to grant any right, interest, or benefit in this Agreement to any person or entity other than Client and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Consultant and not for the benefit of any other party.

This Agreement and the parties' interests therein may not be assigned, sublet, or transferred by Client or Consultant without prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

XXII. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. This Agreement supersedes all prior negotiations or agreements with respect to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

XXIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Utah. Any litigation regarding this Agreement, the Project, or the rights and obligations of Client or Consultant under this Agreement shall be filed in District Courts of Davis County, State of Utah. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

XXIV. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Downtown Redevelopment Services, LLC (“Consultant”), 4910 Rootstown Rd., Ravenna, OH 44266.

City of West Point, 3200 W 300 North, West Point, UT 84015 (“Client”)

XXV. CAPTIONS

All captions, headings, and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit, or otherwise vary the text of this Agreement in any respect.

XXVI. REFERENCES

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVII. INTERPRETATION

Both Client and Consultant have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

XXVIII. EXHIBITS

The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXIX. EQUAL OPPORTUNITY

Consultant and Client hereby covenant for themselves, their employees, agents, assigns, and all persons claiming under or through them, that they shall not discriminate unlawfully against any employee or applicant for employment, nor shall they unlawfully deny the benefits of this Agreement to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Agreement. Client and Consultant covenant and agree that if required by law they will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

XXX. CLIENT'S AND CONSULTANT'S GOOD STANDING

Consultant hereby warrants and represents that it is an Ohio limited liability company, licensed to do business and currently in good standing and has authority to enter into this Agreement. Client represents that it is licensed to do business, is in good standing, and has authority to enter into this Agreement.

XXXI. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement, including the alleged breach, validity, interpretation, and performance thereof ("Dispute") shall be subject to the following procedures:

A. Negotiation. Upon written notice of any Dispute by either Client or Consultant, the parties shall attempt to resolve it promptly by negotiation between them and this process within thirty (30) days (the "negotiation").

B. Mediation. If the dispute has not been resolved by negotiation within thirty (30) days in accordance with Article XXXI.A, then the parties shall proceed to nonbinding mediation. A notice of mediation may be served by either Client or Consultant, signifying that the negotiation was not successful and to commence the mediation process. The parties shall attempt to agree on

a mediator. If the parties cannot agree on a mediator within ten (10) days of the date upon which the notice of mediation is sent, then within twenty days of when the notice of mediation was sent Consultant shall select one qualified mediator and Client shall select one qualified mediator and, within five (5) days of the date of their selection, the two persons so selected shall select a third qualified mediator who will serve as the sole mediator for the Dispute. In the event a party (“first party”) selects a qualified mediator within such period, but the other party fails to select a qualified mediator within such period, then the person selected by the first party shall serve as the sole mediator for the Dispute. No person selected by a party to be the mediator may be employed by, doing substantial business with, or otherwise affiliated with any of the parties, the parties’ principals, or the Project. The term "qualified mediator" as used herein shall mean a natural person experienced in mediating disputes between businesses similar to the business in which Consultant is engaged. The mediation session shall be held in Davis County, Utah and within forty-five (45) days of the retention of the mediator. During the course of the mediation, no party can assert the failure to fully comply with Article XXXI.A as a reason not to proceed or to delay the mediation. The service of the notice of mediation shall stay the running of any applicable statute of limitations regarding the Dispute until the mediation is concluded. Each side shall bear an equal share of the mediation costs. All communications, both written and oral, pursuant to this Article XXXI are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute that would otherwise be discoverable and/or admissible, do not become confidential or inadmissible simply because they are used in the negotiation and/or mediation process.

C. Arbitration or Litigation. If necessary or unresolved from previous actions (i.e. negotiation and mediation), arbitration or litigation can be initiated by either party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

City of West Point (“Client”)

X _____

By _____, Title - _____

Downtown Redevelopment Services, LLC (“Consultant”)

X _____

By Benjamin S. Levenger, its duly authorized managing member

LIST OF EXHIBITS

Exhibit A: Scope of Work/Terms and Conditions

Exhibit B: Commencement Date, Completion Date

Exhibit C: Compensation and Terms and Conditions of Payment

EXHIBIT A

SCOPE OF WORK

The Scope of Work for the Project is based on the following Project Assumptions:

PROJECT ASSUMPTIONS:

Small area planning includes no construction or design based services, limiting the overall liability for consultant and client. Based on this, assumptions for the project are outlined below:

- Market analysis data to be utilized is based on the document prepared by Zions Public Finance's report completed in October 2022.
- Available maps, documents, and information will be provided to the consultant
- Necessary access will be presented to the consultant for infrastructure, transportation and other City departments
- The proposed scope is a supplement to the specialized area planning being prepared during the general plan update

CONTRACT TERM:

This Agreement shall commence on the Effective Date and terminate automatically upon completion of the Work to be performed by Consultant or the issuance of the final payment owed to Consultant. Notwithstanding the above and any other provision to contrary in this Agreement, the term of this Agreement shall not exceed the date of December 31, 2023.

SCOPE OF WORK:

Consultant will provide city planning services to support the creation of two (2) new small area plans within the municipal boundaries of West Point. Specific services, outlined below, will be provided and billed on an hourly basis plus expenses. Outlined below are the proposed scope of work that will be completed for each of the areas. Specific work items include:

Phase I: Existing Conditions & Site Assessment – This task will include providing a detailed analysis of the small plan areas, identifying necessary current and historical conditions, as well as documenting current assets. Elements of this task will include reviewing the below information:

1. Existing plans and documents
 - a. Recently completed market analysis
 - b. Infrastructure and transportation master plans

- c. Recent small area plans
 - d. Community development efforts
- 2. Available GIS data
- 3. Land use datasets
 - a. Current land use, zoning and codes
 - b. Identify what is readily allowed
 - c. Identify the process for alterations or adaptation of zoning

4. Infrastructure and site constraints
 - a. Assess the currently available infrastructure and connection points
5. Gateway and transportation
 - a. Assess access to site
 - b. Assess impacts on regional traffic

This section will include a detailed report of the existing conditions for each area. This report will serve as a chapter in the overall report, and as a stand alone document. A meeting with the municipal points of contact will be facilitated at the end of this section.

Phase II – Public Engagement – Public engagement for this plan is anticipated to be completed in conjunction with the general plan update. The proposed elements of public engagement anticipated include:

1. Conceptual Design Meeting – A public engagement meeting will take place, in conjunction with a general plan meeting, to gather conceptual feedback about the sites, community needs, and desired enhancements for each site. This will be an open house format meeting, allowing for attendance at patrons convenience.
2. Steering committee meetings – Monthly progress meetings will be facilitated at the same time as general plan update meetings.
3. Necessary Elements Survey – This will be part of a supplement to the general plan survey, asking the public detailed questions about desired services and amenities.
4. Draft plan review meeting – We will provide a detailed presentation to the public about the preferred scenarios for the small area plan boundaries. This will be followed by a series engaging exercises held to allow for additional feedback. This meeting will be a hybrid of open house and brief presentation formats.
5. Final presentation – As a final step in the public engagement process, we will present final scenario to both the planning commission and City Council at a regularly scheduled meeting.

Phase III – Preliminary Land Use Planning & Scenarios – Scenario planning will be facilitated to ensure that the proposed project area meets both a productive use of land, as well as provide a strong return on investment. Preliminary scenario planning will happen in two phases, namely:

1. Broad spectrum scenario plans – We will prepare a series of five (5) unique and distinct area plans that demonstrate a different emphasis. The purpose of these scenarios will be to provide the steering committee with detailed figures that demonstrate build out, capacity, and anticipated review from the overall site buildout. These scenarios will be prepared and presented at a regularly scheduled steering committee meeting.
2. Scenario planning workshop – After ample review time has been provided for the broad spectrum scenario plans, we will facilitate a 3 hour scenario planning workshop where we will lead an interactive discussion about scenarios. This will be facilitated by a tole based land use or economic development game, and finalized through Urban Footprint for final refinement. The purpose of this meeting is to craft a series of 2 preferred scenarios to present to the public for consideration.

It is anticipated that each scenario planning process will include the following elements:

- Housing typologies
- Project area densities
- Commercial or retail typologies

- Node delineation or planning
- Infrastructure demand forecasting
- Job and population growth forecasting
- Economic impact analysis per scenario

At the end of this task, we will prepare a series of public face documents that will explain the draft scenarios, anticipated returns, and potential site development typologies. These documents will also be presented to the steering committee and municipal staff before release to the public.

Phase IV – Preferred Scenario Planning – During this task, our team will work with the public and steering committee to incorporate together elements of the two (2) conceptual layouts, creating a single preferred scenario for each area. These plans will be based on urban footprint based calculations and will provide a detailed analysis of the overall site impacts, limitations, and returns anticipated. The following will be completed as part of this task:

1. Prepare a detailed preferred scenario – A detailed scenario will be prepared, outlining the elements from the above section. This will include preparing a color coded map and supportive documentation that demonstrated the overall forming and massing of the proposed site development.
2. Provide a presentation to the public about the preferred scenarios - A citizen guide type of presentation will be prepared, providing the public with a graphic representation of the preferred scenario details. This will be prepared in PDF or video format, allowing for regular review.
3. Document the preferred scenario and public online – The preferred scenario plans will be presented on the general plan website, providing the presentation and document for public consumption.
4. Public comment period – a public comment period will be provided, including preparation of an online survey based feedback portal where residents can provide detailed feedback about the preferred scenarios before final site layout.

This task will have a final deliverable of a detailed scenario presentation.

Phase V – Conceptual Site Layout – In this task, we will prepare a detailed site layout plan, documenting a potential site build out. The purpose of this plan is to provide supportive documentation about the overall look, feel, and atmosphere of the small area plan boundaries. This plan will include the following:

1. Conceptual site layout plan (1 per plan area)
2. Aerial perspectives – 2 total
 - a. Birds eye view
 - b. Street or roadway view
3. Building typology explanations and imagery

This information will be woven into a final deliverable that includes all of the above tasks, preparing a final report that will serve as a roadmap for the overall site development. The anticipated chapter structure for the documents is as follows:

1. Existing Conditions
2. Scenario Planning Process Explanation
3. Preferred Scenario
4. Building Typology Explanations
5. Impact Assessments
6. Conceptual Layout
7. Implementation strategies

The above will be prepared for each of the areas, providing unique final document that can be adopted by City Council and appended to the general plan. This overall document will be similar to the previous small area plan prepared for the west davis corridor area. A total of two (2) rounds of edits are anticipated for the overall document. If additional rounds of edits are required, compensation may be requested to cover such costs.

Phase VI – Implementation Strategies – We will prepare a series of recommended actions for the municipality to undertake, aiding in implementation of the overall plan. This will include the following:

1. Identifying necessary code or zoning alterations
2. Preparing strategies for project implementation
3. Preparation of a 100-day strategy for municipal specific requirements to move the project forward
4. Identification of 5-year metrics and frameworks necessary, including accountable parties. This is likely to be in the form of a roles and responsibilities matrix

The final deliverables for this task will include a framework of actions that are required to implement the overall goals of the small area plans. It will serve as the final chapter in the overall document.

City of West Point (“Client”)

X _____
 By _____, Title - _____

Downtown Redevelopment Services, LLC (“Consultant”)

X _____
 By Benjamin S. Levenger, its duly authorized managing member

EXHIBIT B
COMMENCEMENT DATE, COMPLETION DATE

Commencement Date: March 7th, 2023

Completion Date: December 31, 2023

City of West Point (“Client”)

X _____

By _____, Title - _____

Downtown Redevelopment Services, LLC (“Consultant”)

X _____

By Benjamin S. Levenger, its duly authorized managing member

EXHIBIT C

COMPENSATION, REIMBURSEMENT OF EXPENSES, AND TERMS AND CONDITIONS OF PAYMENT

It is anticipated that this scope of work will have a budget of \$19,000. Consultant’s work will be billed on a monthly basis based on the percentage of work completed.

- Main Street Small Area Plan - \$9,500
- 2000 W/SR-193 Small Area Plan 9,500
- Total Project Cost - \$19,000

Should additional work be required, hourly rates and reimbursable expenses for the period of January 1, 2023 through December 31, 2023:

Role	Hourly Rate
Project Manager	\$185
Lead Urban Planner	\$165
Landscape Architect	\$145
Graduate Planner	\$145
Planner	\$105
Transportation Specialist	\$165
Grants, Funding, and Implementation Specialist	\$85

All hourly rates include standard reimbursable expenses, allowing for streamlined billing.

Client shall pay Consultant by installments, each installment based upon reports and invoices submitted by Consultant. Submittals by Consultant shall be prepared in such form and supported by such documents as Client may reasonably require. Consultant’s invoices will be billed no more often than semi-monthly or at the end of a work authorization, no more than sixty (60) days after the work or services have been performed. Invoices are due within thirty (30) days of receipt. Partial payments and/or percentage payments will not fulfill Client’s payment obligations. Invoice not paid within thirty (30) days of receipt will be assessed a one and one-half percent (1.5%) per month late charge. Nonpayment of Consultant’s invoices may result in a lien pursuant to law.

With the written consent of Client, Consultant may provide additional services which are outside the scope of work contained in this Agreement, as needed and subject to additional fees mutually agreed upon by Client and Consultant. Such services may include civil engineering, landscape architecture, detailed programing and pricing, legal counsel, traffic engineering, detailed testing services, sustainability certifications, accounting, additional sketches and scope changes out of

sequence, detailed design work, land survey, environmental testing and surveys, and specialty consultants.

City of West Point (“Client”)

X _____

By _____, Title - _____

Downtown Redevelopment Services, LLC (“Consultant”)

X _____

By Benjamin S. Levenger, its duly authorized managing member

CITY COUNCIL STAFF REPORT

Subject: “Accessory Dwelling Units” Amendments
Author: Bryn MacDonald
Department: Community Development
Date: March 7, 2023



Background

Eddie Payne, who lives at 385 North 3425 West, requested that the City consider changing a section of the code that relates to accessory dwelling units. The applicant’s concerns are the regulations that limit the height and size of attached ADU’s. The Planning Commission discussed potential adjustments to the current code and recommended a change to the height requirements for ADU’s.

Process

West Point City Land Use and Development Code 17.00.090 allows amendments to land use regulations. The Planning Commission must hold a public hearing and make a recommendation. The City Council then holds public hearing and makes a final decision.

The Planning Commission held a public hearing on September 22, 2022, and recommended approval of the proposed change. The City Council must now hold a public hearing and either approve, modify, or deny the request.

Analysis

The code allows three different types of ADU’s: internal, attached, and detached. This request is specifically for attached ADU’s, which are those units built as an addition to an existing home. The code currently states that the maximum height for an attached ADU is the same as the primary home. This has been interpreted to mean that when building an addition for an ADU, it cannot be any taller than the existing home.

The proposal is to allow attached ADU’s to be taller than the existing home. In discussing this with the Planning Commission, they recommended using a ratio of the height of the home, in order to keep the addition relative to the existing home.

ADU standards and regulations are outlined in WPCC 17.70.060. Below is the text with the proposed changes:

17.70.060 Accessory Dwelling Units

F. Attached ADU Standards.

1. Attached ADUs shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.
2. The total area of an attached ADU shall not exceed 50 percent of the square footage of the habitable area of the building footprint of the primary residence and in no case exceed 800 square feet.
3. Attached ADUs may be taller than the existing primary dwelling. The maximum height of an attached ADU shall not exceed 1.8 times the height of the primary

dwelling and in no case shall an attached ADU be greater than the maximum height limit of a principle structure in the zone that the dwelling exists.

Table 17.70.060-1.

	Internal ADU	Attached ADU	Detached Single-Story ADU
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Rear Yard Area
Minimum Lot Size	6,000 sf	6,000 sf	10,000 sf
Size Limit, Habitable	No Limitation	50% up to 800 sf	650 sf (on lots less than 12,000 sf)
			800 sf (on lots greater than 12,000 sf)
Maximum Height Limit	Same as Primary Dwelling	Same as Primary Dwelling <u>1.8 times the existing height of the Primary Dwelling</u>	No Taller Than the Primary Dwelling
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Off-Street Parking	1	1	2

Recommendation

The Planning Commission recommended approval of the proposed text change for the height of an attached accessory dwelling unit.

Attachments

Ordinance

ORDINANCE NO. 03-07-2023B

**AN ORDINANCE AMENDING WEST POINT CITY CODE
TITLE 17 LAND USE AND DEVELOPMENT CODE
SECTION 17.70.060 REGARDING THE HEIGHT OF AN
ATTACHED ACCESSORY DWELLING UNIT**

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) desires to amend Title 17 Land Use and Development Code section 17.70.060 of the West Point City Code; 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

The following section of the West Point City Code is adopted to read as follows: (Strike through text indicates text being removed from the code, and underlined text indicates new additions).

17.70.060 Accessory Dwelling Units

F. Attached ADU Standards.

1. Attached ADUs shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.
2. The total area of an attached ADU shall not exceed 50 percent of the square footage of the habitable area of the building footprint of the primary residence and in no case exceed 800 square feet.
3. Attached ADUs may be taller than the existing primary dwelling. The maximum height of an attached ADU shall not exceed 1.8 times the height of the primary dwelling and in no case shall an attached ADU be greater than the maximum height limit of a principle structure in the zone that the dwelling exists.

Table 17.70.060-1.

	Internal ADU	Attached ADU	Detached Single-Story ADU
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			800 sf (on lots greater than 12,000 sf)
Maximum Height Limit	Same as Primary Dwelling	Same as Primary Dwelling <u>1.8 times the existing height of the Primary Dwelling</u>	No Taller Than the Primary Dwelling
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Off-Street Parking	1	1	2

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 7th day of March, 2023.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

CITY COUNCIL STAFF REPORT



Subject: Rezone and Development agreement –
3230 W 300 N (Hall Property)
Author: Bryn MacDonald
Department: Community Development
Date: March 7, 2023

Background

The applicant, Matt Levitt who represents Stan & Jeni Hall, is requesting a rezone on the property located at 3230 W and 3250 W 300 N from R-2 Residential to R-3 Residential. The subject property consists of 3.64 acres split between two parcels. There is an existing home on each parcel. The property is currently zoned R-2. The General Plan identifies this property as R-3 Residential.



West Point City General Plan Map

Adopted May 17, 2022

- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
- R-2** (RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
- R-3** (RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
- R-4** (RESIDENTIAL 8.0 UNITS PER ACRE)
- R-5** (RESIDENTIAL 20 UNITS PER ACRE)
- A-10** (AGRICULTURAL 1 UNIT PER ACRE)
- A-5** (AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER 5 ACRES)
- N-C** (NEIGHBORHOOD COMMERCIAL)
- C-C** (COMMUNITY COMMERCIAL)
- R-C** (REGIONAL COMMERCIAL)
- P-O** (PROFESSIONAL OFFICE)
- R/I-P** (RESEARCH AND INDUSTRIAL PARK)
- PARKS / RECREATIONAL**
- PUBLIC / INSTITUTIONAL**

Process

Rezone requests are a legislative action. In legislative matters, the Planning Commission and City Council have broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. As part of the rezone application process, the City Council has requested applicants submit a concept plan and a development agreement.

The rezone requires a public hearing and recommendation from the Planning Commission, before a final decision is made by the City Council. Since the development agreement seeks to vary from any requirements of the zoning ordinance, it must also have a public hearing and recommendation from the Planning Commission. The Planning Commission held a public hearing on January 26, 2023, and recommended approval of the rezone and the development agreement.

Analysis

The R-3 zone (3.6 units/acre) would allow up to 13 lots on the property. The applicant has submitted a concept plan with 12 lots. The applicant has also submitted a development agreement to be approved along with the zoning. The plan requires several variations from the R-3 code requirements:

1. Lot widths that are 82 feet wide, instead of the 85 foot minimum required.
2. Lot depths that are 99 feet, instead of the required 100 feet minimum.
3. A minimum lot size of 8,200 square feet, instead of the required 9,000 square feet.
4. A 46-foot private street, with a cross section consisting of 31 feet of asphalt, 5 foot of curb and gutter, and a 5-foot sidewalk on each side of the street.
5. Ten (10) foot corner lot side yards for the two existing homes presently addressed as 3230 West and 3250 West and shown on the Concept Plan as lots 1 and 12.
6. The flag lot, shown as lot 7, is allowed to be 11,611 square feet, instead of the required 13,500.

In addition to the code exceptions, the developer is proposing greater landscaping and architectural standards in the development. This includes 2 trees on each lot, 40% brick or stone on each front elevation, and minimum home sizes.

The concept plan will be attached to the development agreement; however, the developer will still be required to go through the subdivision process if the zoning and development agreement are approved. The subdivision still has to meet all other zoning and engineering requirements.

During the meeting on February 21, the Council had questions about the proposed flag lot. The applicant has submitted a couple site plans showing how homes would fit on the flag lot.

Recommendation

This item is on for discussion only. No action is required at this time.

Attachments

Application

Concept Plan

Flag lot site plans

Draft Development Agreement



West Point City
 3200 W 300 N
 West Point, UT 84015
 www.westpointcity.org
 Phone: 801-776-0970

REZONE APPLICATION

APPLICATION DATE: 12-29-2022
 APPLICANT NAME: James S. & Jeni Hall
 MAILING ADDRESS: 3230 W. 300 N. West Point UT 84015
 APPLICANT'S EMAIL ADDRESS: jstanhall@msn.com
 APPLICANT PHONE NUMBER: 801-510-8523

REZONE PROPERTY ADDRESS: 3230 W. and 3250 W. 300 N. W.P
 REZONE PARCEL ID NUMBERS: 14-048-0041 and 14-048-0120
 TOTAL ACRES: 3.61
 CURRENT ZONING: R2/A-1 PROPOSED ZONING: R-3
 LEGAL DESCRIPTION (MAY ATTACH COPY) (see attached)

PURPOSE OF REZONE REQUEST: to expedite sale

AFFIDAVIT: (SEE PAGE 2)

OFFICE USE ONLY

FEE FOR REQUEST: \$250 DATE PAID: _____ RECEIPT NUMBER: _____
 Check #: _____ Credit/Debit Card Cash
 PLANNING COMMISSION ACTION: _____ DATE: _____
 CITY COUNCIL ACTION: _____ DATE: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
COUNTY OF Davis)

I/WE James S. & Jeni Hall, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN APPLICATION AND THAT THE STATEMENTS HEREIN CONTAINED AND THE INFORMATION PROVIDED IDENTIFIED IN THE ATTACHED PLANS AND/OR OTHER EXHIBITS ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE ALSO ACKNOWLEDGE THAT I/WE HAVE RECEIVED WRITTEN INSTRUCTIONS REGARDING THE PROCESS FOR WHICH I AM APPLYING AND WEST POINT CITY STAFF HAVE INDICATED THEY ARE AVAILABLE TO ASSIST ME/US IN MAKING THIS APPLICATION.

James S. Hall
Signature of Property Owner

Jeni Hall
Signature of Property Owner

Subscribed and sworn to me this 29th day of December 2022

Linda Webb
Notary Public

Residing in: West Point City Hall

My Commission Expires: 10/01/2023



Agent Authorization

I/WE Matt Heavitt, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN THE APPLICATION AND I/WE AUTHORIZE AS MY/OUR AGENT(S) _____ TO REPRESENT ME/US REGARDING THIS APPLICATION AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN WEST POINT CITY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE ATTACHED APPLICATION.

James S. Hall
Signature of Property Owner

Jeni Hall
Signature of Property Owner

Subscribed and sworn to me this 29th day of December 2022

Linda Webb
Notary Public

Residing in: West Point City Hall

My Commission Expires: 10/01/2023



(Attachment)

PROPERTY IDENTIFICATION

Parcel #	14-048-0041	State	UTAH
Township/Range/Section	-	Latitude	41.118769
County	DAVIS	Longitude	-112.088386
Legal Description	BEG AT THE SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T6N-R2W, SLB&M; 3D PT BEING LOC S 89°56'47 E 1327.98 FT FR THE S 1/4		

OWNER INFORMATION

Owner Name	HALL, JAMES STANLEY & JENI S - (TRUSTEES)	Property State	UT
Owner Occupied ?	Y	Property Zip	84015-7436
Ownership Status	TRUST	Billing Address	3250 W 300 N
Property Address	3250 W 300 N	Billing City	WEST POINT
Property City	WEST POINT	Billing State	UT
		Billing Zip	84015-7436

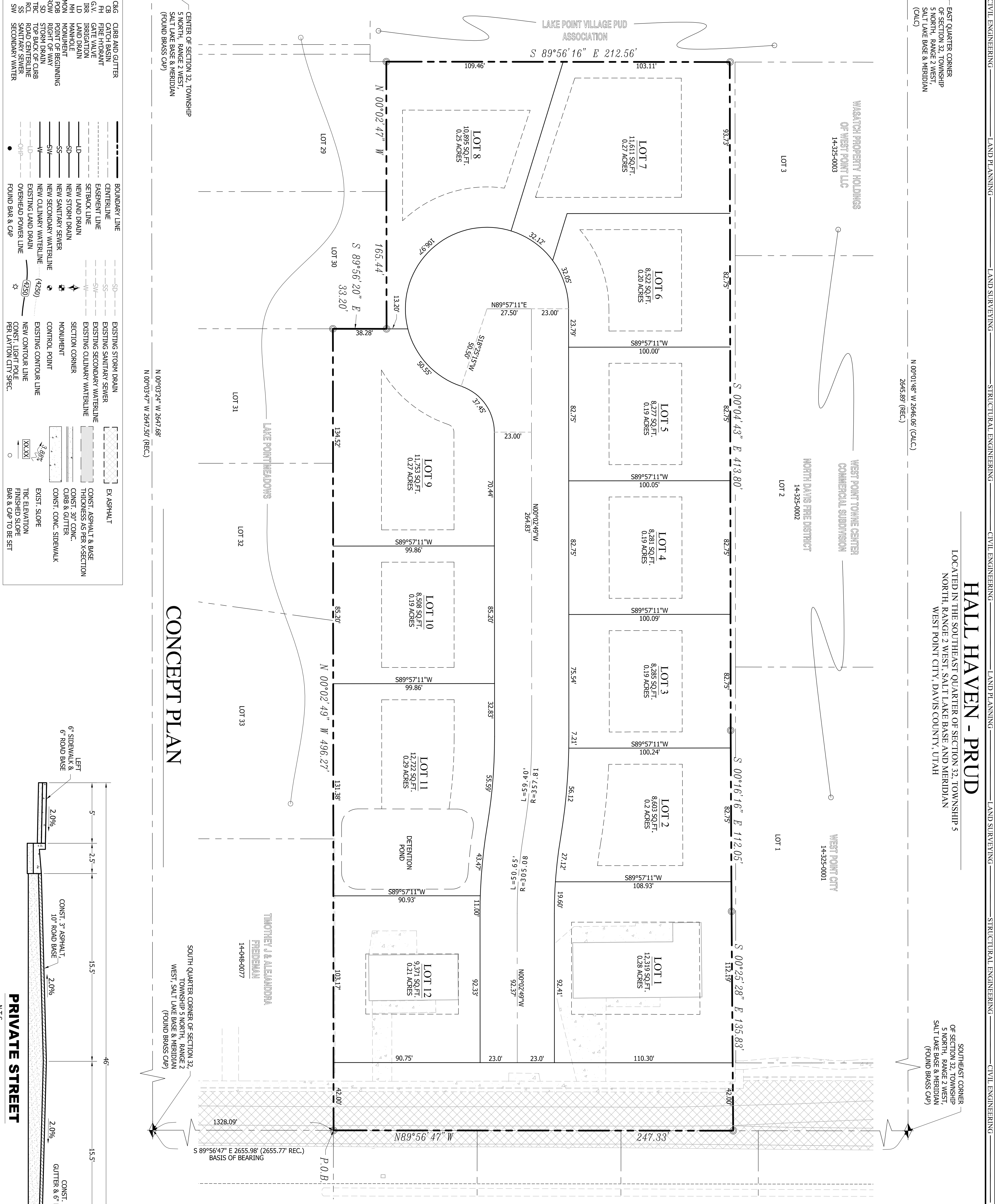
PROPERTY IDENTIFICATION

Parcel #	14-048-0120	State	UTAH
Township/Range/Section	-	Latitude	41.119086
County	DAVIS	Longitude	-112.087988
Legal Description	BEG AT TH SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T6N-R2W, SLB&M; 3D PT BEING LOC S 89°56'47 E 1427.76 FT FR THE S 1/4		

OWNER INFORMATION

Owner Name	HALL, JAMES STANLEY & JENI S - (TRUSTEES)	Property State	UT
Owner Occupied ?	Y	Property Zip	84015-7436
Ownership Status	TRUST	Billing Address	3230 W 300 N
Property Address	3230 W 300 N	Billing City	WEST POINT
Property City	WEST POINT	Billing State	UT
		Billing Zip	84015-7436

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING STRUCTURAL ENGINEERING CIVIL ENGINEERING LAND PLANNING LAND SURVEYING STRUCTURAL ENGINEERING CIVIL ENGINEERING LAND PLANNING LAND SURVEYING



BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED SOUTH 89°56'47" EAST 1328.09 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE NORTH 00°02'49" WEST TO AND ALONG THE EAST LINE OF LAKE POINT MEADOWS AT WEST POINT SUBDIVISION, AS RECORDED WITH THE DAVIS COUNTY RECORDER, 966.27 FEET; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) CURVES: (1) SOUTH 89°56'28" EAST 35.20 FEET (2) NORTH 00°02'49" WEST 112.05 FEET TO THE POINT OF BEGINNING OF SAID SUBDIVISION; THENCE SOUTH 89°56'16" EAST ALONG SAID SUBDIVISION 212.56 FEET TO THE EXTENSION OF AN EXISTING FENCE AND BOUNDARY LINE AGREEMENT (ENTRY # 2834053); THENCE ALONG SAID BOUNDARY LINE AGREEMENT AND FENCE THE FOLLOWING THREE (3) CURVES: (1) SOUTH 00°04'43" EAST 413.80 FEET; (2) SOUTH 00°16'16" EAST 112.05 FEET; (3) SOUTH 00°25'28" EAST 135.83 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°56'47" WEST ALONG SAID SOUTH LINE 247.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 157,235 SQ. FT. (3.61 ACRES)

DENSITY

AREA: 157,235 SQ. FT. / 43,580 SQ. FT./ACRE = 3.61 ACRES
 ALLOWED UNITS: 3.6 UNITS / ACRES * 3.61 ACRES = 13 UNITS

CURVE LENGTH	RADIUS	DELTA	CHORD	CH. BEARING
46.92	173.62	159.2858°	46.77	S 07°47'29" W
47.51	174.00	159.3899°	47.36	N 07°42'48" E

SCALE: 1"=30'

REVISION

NO.	DATE	BY	DESCRIPTION

HALL HAVEN
 CONCEPT PLAN
 FOR: STAN & JENI HALL
 3230 WEST 300 NORTH
 WEST POINT, UT
 04-033A

PINNACLE
 Engineering & Land Surveying, Inc.

2720 North 350 West, Suite #108
 Layton, UT 84041

Phone: (801) 773-1910
 Fax: (801) 773-1925

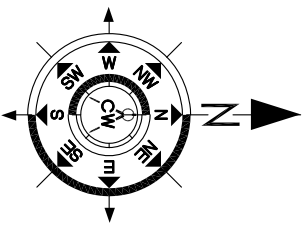
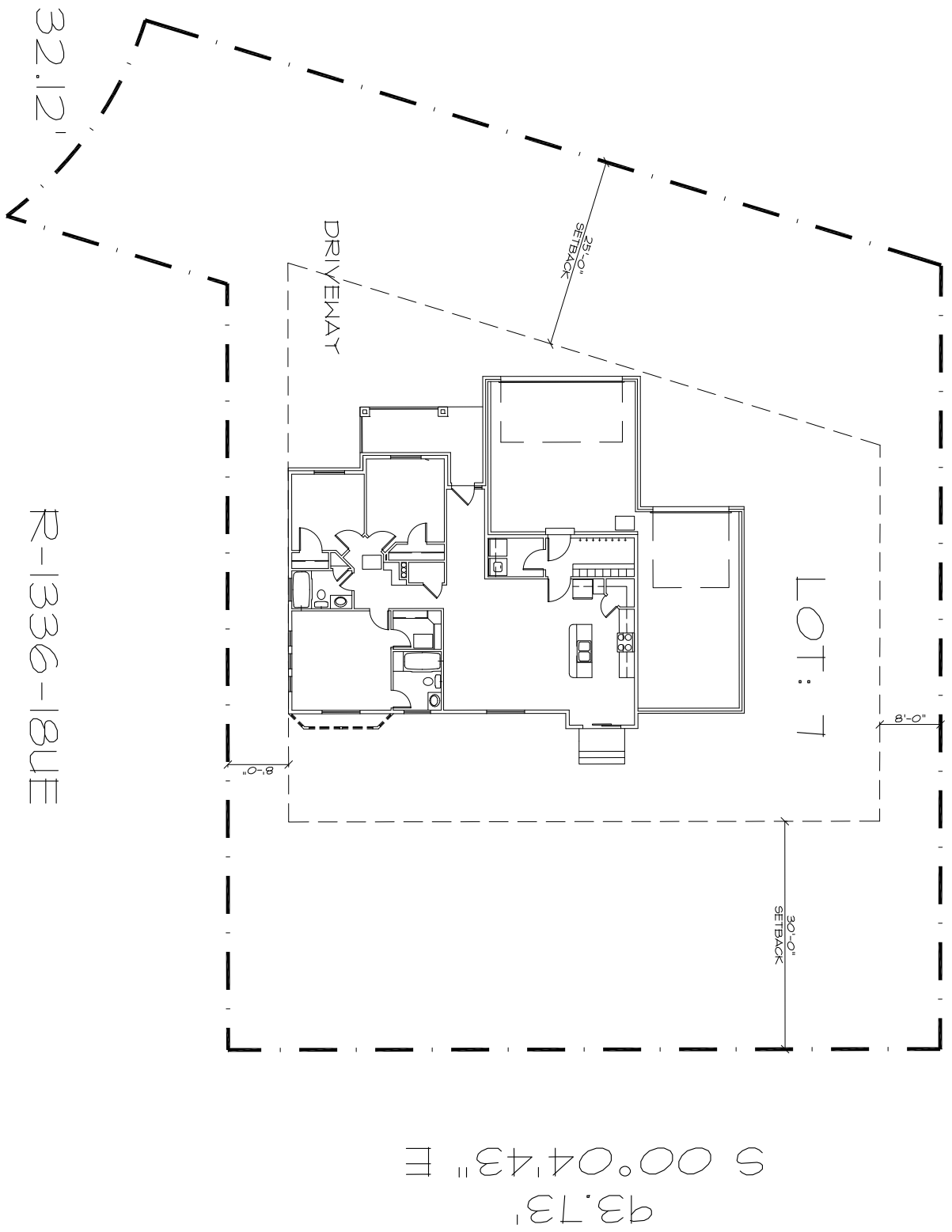
SURVEYED BY: SB/TB 10/2022
 DESIGNED BY: SPB
 DRAWN BY: SPB
 APPROVED BY: SPB 02/13/23

CALL BLUESTAINES
 1-800-662-4111

AT LEAST 48 HOURS BEFORE DIGGING

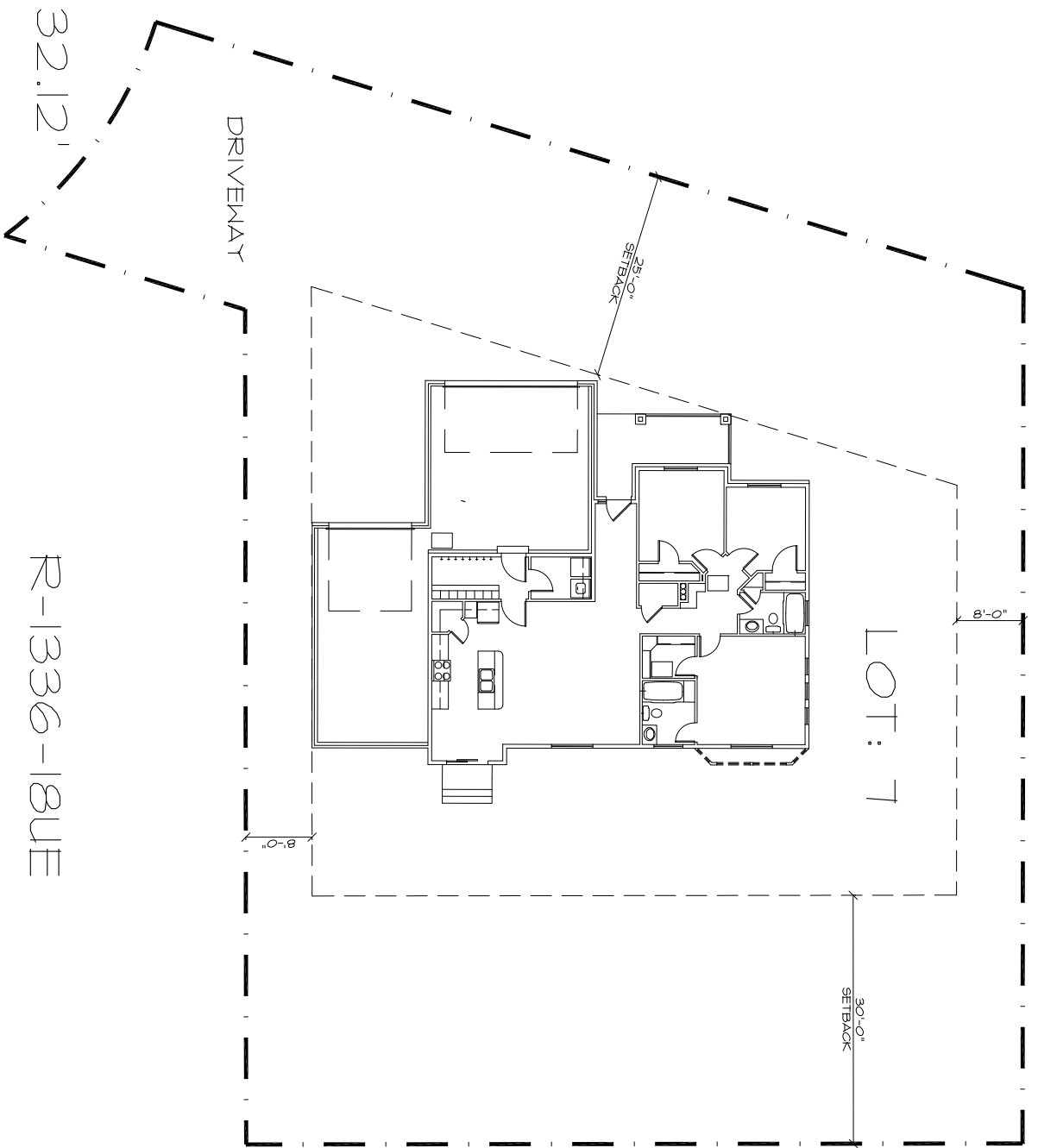
01
 SHEET

ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.



SCALE : 1" = 20'

MATT LEAVITT
 LOT #7 HALL HAVEN
 WEST POINT, UTAH

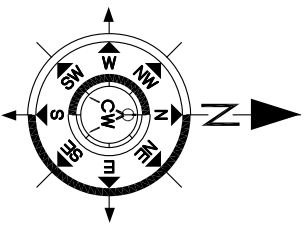


103.11'
S 89°56'16" E

93.73'
S 00°04'43" E

32.12'

R-1336-18UE



SCALE : 1" = 20'

MATT LEAVITT
LOT #7 HALL HAVEN
WEST POINT, UTAH

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND JAMES STANLEY HALL AND JENI S. HALL
TRUST (3230 West and 3250 West 300 North)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this ____ day of _____, 2023 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and JAMES STANLEY HALL & JENI S. HALL TRUST (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 (Residential) to R-3 (Residential), of certain property located at 3230 West and 3250 West 300 North and contained by the following tax identification numbers: 14-048-0120 and 14-048-0041 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 3.61 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “**Exhibit B**” attached hereto (the “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area a to allow for slight variations in in the R-3 code requirements in exchange for improved home construction standards, landscaping, and maintenance requirements pertaining to the Subject Property; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Area in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that General Plan; and

WHEREAS, City is willing to grant R-3 zoning approval for the Subject Area as shown on the Concept Plan subject to Master Developer agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

1
**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.3 “Master Developer” shall mean James Stanley & Jeni S. Hall Trust. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer’s interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 “Master Developer’ Undertakings” shall have the meaning set forth in Article IV.

1.5 “Project” means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 “Project Developer” means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 “Subject Area” shall have the meaning set forth in the Recitals hereto.

**ARTICLE II
CONDITIONS PRECEDENT**

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which includes 3.61 acres R-3 zoning (Single-Family Residential) zoning;

2.2 With respect to all zoning designations, Master Developer agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions and requirements of the West Point City Ordinances and, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the West Point City Council.

**ARTICLE III
CITY’S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the rezone of the Subject Area from its present zoning of R-2 to R-3 zoning, with an effective date no sooner than the effective date and adoption of this Agreement by the City Council, and shall hold a public hearing and follow the process outlined in the City Code before rezoning the property. If the rezone is not approved, then this Agreement shall be null and void. Any zoning amendment shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City to make such changes at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall allow the following exceptions to the zoning code standards, as shown on the attached Concept Plan:

- 3.2.1 Minimum lot width of 82 feet;
- 3.2.2 Minimum lot depth of 99 feet;
- 3.2.3 Minimum lot size of 8,200 square feet;
- 3.2.4 A 46-foot private street, with a cross section consisting of 31 feet of asphalt, 5 feet of curb and gutter, and a 5-foot sidewalk on each side of the street.
- 3.2.5 Ten (10) foot corner lot side yards for the two existing homes presently addressed as 3230 West and 3250 West and shown on the Concept Plan as lots 1 and 12.
- 3.2.6 The flag lot, shown as lot 7, is allowed to be 11,611 square feet.

ARTICLE IV MASTER DEVELOPER' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regards to the zoning changes of the Subject Area, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 Trees. Master Developer shall plant or cause to be planted trees two trees in the front yard of each lot, pursuant to the City's ordinance and approved list of trees. The trees shall be planted as part of the front yard landscaping.

4.2 HOA and CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.1.1 The creation of a homeowners' association with bylaws to maintain the common areas of the applicable subdivision.

4.1.2 The following restrictions on single family dwellings:

- i. Front facades to be at least 40% brick, rock or stone, with the remainder of the front façade to be hard paintable siding or stucco.
- ii. 3 ft. wainscot or 33 % of the total wall height of brick or rock on sides of the home.
- iii. Minimum square footage of 1,450 sq. ft. on main level for rambler style homes.
- iv. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.

- v. Minimum square footage of 1,650 sq. ft. for one story, slab on grade style homes.
- vi. All homes must have a 6-12 pitched roof for 75% of the roof area.
- vii. All homes shall have a minimum of a 2-car garage.
- viii. No vinyl siding will be allowed.

4.3 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.4 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of this Agreement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Master Developer. Master Developer, or the applicable Project Developer, shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer' Undertakings pertaining to the applicable Project and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Master Developer' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Master Developer or applicable Project Developer shall, in good faith, reasonably pursue completion of the applicable Project or Projects. Each phase or completed portion of a Project must independently meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto, such that it will stand alone, if no further work takes place on the Project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of the Master Developer' Undertakings.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer or the applicable Project Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the applicable Project cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

6.2 Enforced Delay Beyond Parties’ Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer’s cure period shall be extended by thirty (30) days.

ARTICLE VII VESTED RIGHTS—INFRASTRUCTURE IMPROVEMENTS

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City’s reserved legislative powers under Section 7.2, below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to

the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

7.3 Infrastructure and the Provision of Municipal Services.

7.3.1 Construction of Necessary Infrastructure. Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of each applicable Project, including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

7.3.2 Third Party Service Providers. City will only be the service provider of the [INSERT] culinary water, and storm drainage facilities to service each applicable Project. Master Developer or the applicable Project Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers (including, but not limited to, Rocky Mountain Power, Questar Gas and [INSERT]) that are necessary to service any Project. City shall reasonably cooperate, as necessary, in seeking approval and permits from such third party service providers.

7.3.3 Maintenance of Private Roads and Improvements. Master Developer or the applicable Project Developer shall have the duty to maintain or cause to be maintained all private roads and areas designated as such on subdivision plats that are located on the Subject Area.

ARTICLE VIII GENERAL PROVISIONS

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term “Master Developer” is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer: James Stanley Hall & Jeni S. Hall Trust
3230 West 300 North
West Point, Utah 84015
jstanhall@msn.com

To City: WEST POINT CITY CORPORATION
3200 West 300 North

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

8.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by

their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

Brian Vincent, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

James Stanley Hall & Jeni S. Hall Trust

James Stanley Hall, Trustee

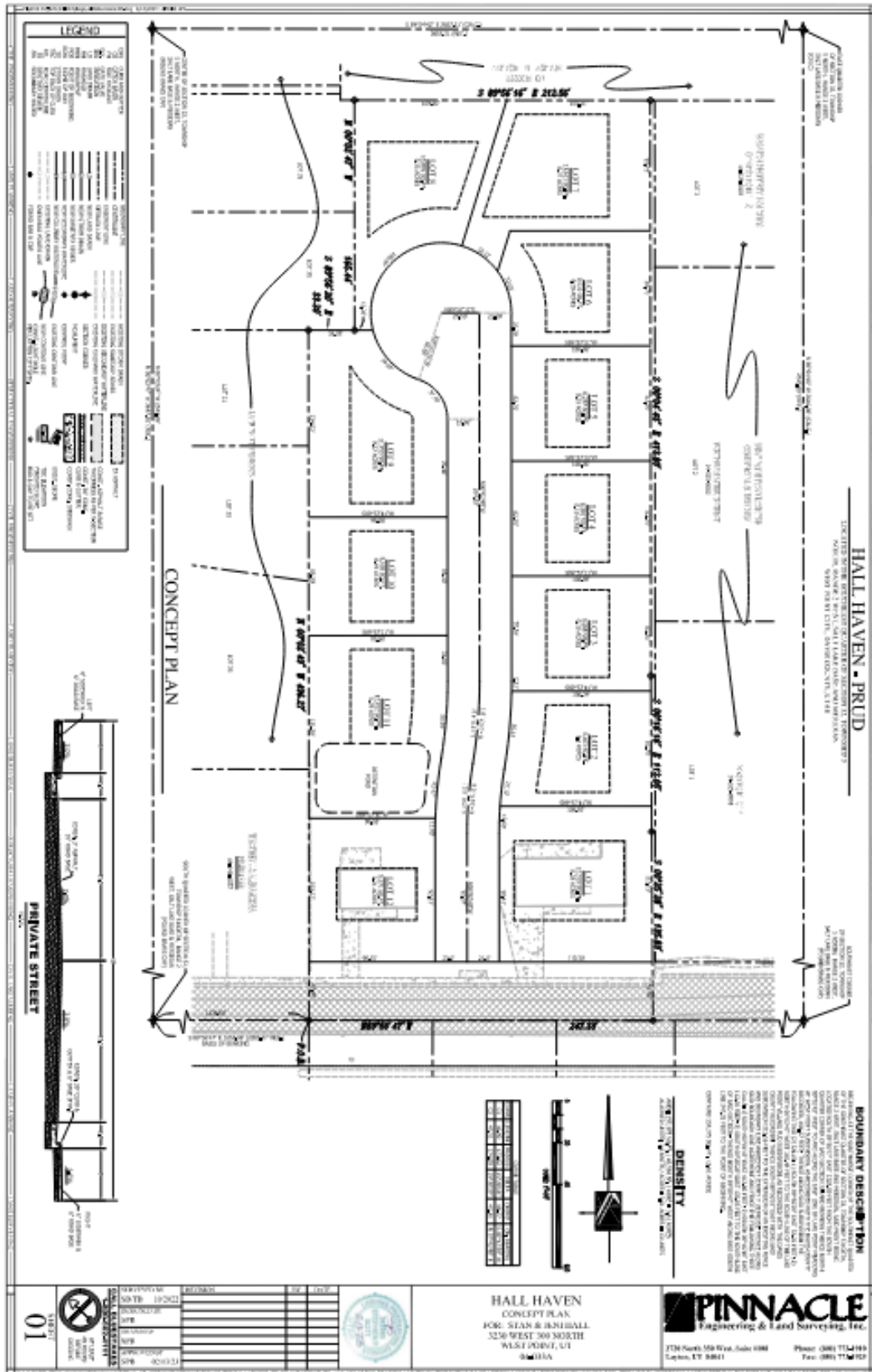
Jeni S. Hall, Trustee

EXHIBIT A

Legal Description of Property

EXHIBIT B

Concept Plan



CITY COUNCIL STAFF REPORT

Subject: Impact Fee Reimbursement – Tracy Bingham
Author: Boyd Davis
Department: Engineering
Meeting Date: March 7, 2023



Background

Tracy Bingham recently purchased the property located at 4428 W 800 N and has plans to subdivide it into two additional lots. As part of that project he will need to pipe the open ditch along 800 N. That pipe is impact fee eligible and the City will need to reimburse him for the cost of installing the pipe. This is typically done through a reimbursement agreement.

Analysis

The attached map shows the location of Tracy's property and the proposed pipe. The storm drain masterplan estimates the cost of the pipe along 800 N from 4150 W to 4500 W to be \$249,782. The pipe is 80% eligible for impact fees, which is \$199,825. The portion of pipe that Tracy plans to install is only 17% of the total pipe length which means he would be eligible for up to \$33,970, depending on the exact length of pipe that he installs.

The impact fees can be paid to Tracy over time or as a lump sum once the pipe is installed and inspected. It is recommended that the payment be made as a lump sum because we have a large fund balance. A reimbursement agreement has been prepared and attached with hereto.

Recommendation

Staff Recommends approval of this resolution to reimburse Mr. Bingham with Storm Drain impact fees.

Significant Impacts

None

Attachments

Site Plan
Impact Fee Reimbursement Agreement
Resolution

RESOLUTION NO. 03-07-2023A

A RESOLUTION APPROVING AN IMPACT FEE REIMBURSEMENT AGREEMENT BETWEEN UA TRACY BINGHAM, AND WEST POINT CITY FOR THE INSTALLATION OF STORM DRAIN IMPROVEMENTS

WHEREAS, Tracy Bingham owns property, located at 4428 W 800 N; and

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

WHEREAS, West Point City is assessing impact fees to pay for a portion of said improvements; and

WHEREAS, Tracy Bingham will install and pay for said improvements; and

WHEREAS, West Point City is willing to reimburse the developer for a portion of said improvements.

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

1. The Repayment Through Impact Fees 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 7th day of March, 2023.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**AGREEMENT FOR THE
CONSTRUCTION OF THE 800 NORTH STORM DRAIN
AND REPAYMENT THROUGH IMPACT FEES**

This agreement is made and entered into this ___ day of _____, 20__ by and between WEST POINT CITY, a political subdivision of the State of Utah, which shall be called the “CITY” in this agreement, and TRACY BINGHAM who shall be called “DEVELOPER” in this agreement.

This agreement is made and entered into by and between the parties based upon the following recitals:

RECITALS

- A. The Developer is the owner of parcel 14-042-0130 located at 4428 W 800 N in West Point City, Davis County, Utah.
- B. The Developer is planning to subdivide said parcel into additional residential building lots.
- C. The City requires that the Developer construct the 800 North Storm Drain along the frontage of the new lots.
- D. The section of storm drain described is included in the City’s list of impact fee projects and impact fees will be collected to pay for a portion of the improvements.
- E. The Developer has agreed construct the storm drain and cover the costs of the construction.
- F. The City has agreed to repay the Developer with the impact fees collected for a portion of the costs of constructing the storm drain.

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. All the above and foregoing Recitals are incorporated into and made a part of the Agreement.
- 2. The Developer shall have its contractor install the storm drain and complete other incidental work necessary to accommodate the improvements. The improvements shall be installed according to the approved plans and shall meet the approved West Point City Standards.

3. The City agrees to reimburse the Developer for a portion of the costs incurred based upon the impact fee analysis reports for storm drains. The amounts to be reimbursed will be based upon the actual length of pipe install, but shall be no greater than the following maximum amount. This amount represents the cost for installing the pipe along the entire frontage of his property, including the existing home and driveway:

\$33,970.00 – storm drain impact fees (maximum amount available)

4. Payment to the Developer shall be done according to the City's impact fee rebate policy, which states that payment shall be remitted to the Developer on or before the end of each fiscal year (June 30). The City will determine the amount of road impact fees collected from the Subdivision during the fiscal year and will remit that amount to the Developer. The City, at its sole discretion, may make payment at any time.
5. Prior to any payments, the Developer will arrange to have the improvements inspected by the City. The Developer shall have its contractor make any repairs or corrections to the improvements as deemed necessary by the City.
6. If the Developer fails to complete the improvements with a successful inspection within two years, then this agreement shall be null and void.
7. The Developer agrees to indemnify and hold the City harmless for any claim for damages caused by its contractor or other agents during the construction period.
8. This agreement sets forth the entire agreement and understanding by and between the parties. No agreement, written or oral, shall be binding upon the parties unless set forth herein or any amendment hereto which shall be set forth in writing.
9. In the event of default by either party the non-defaulting party shall be entitled to recover attorney's fees and court costs from the defaulting party.

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: _____
BRIAN VINCENT, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

DEVELOPER

By: _____
TRACY BINGHAM

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

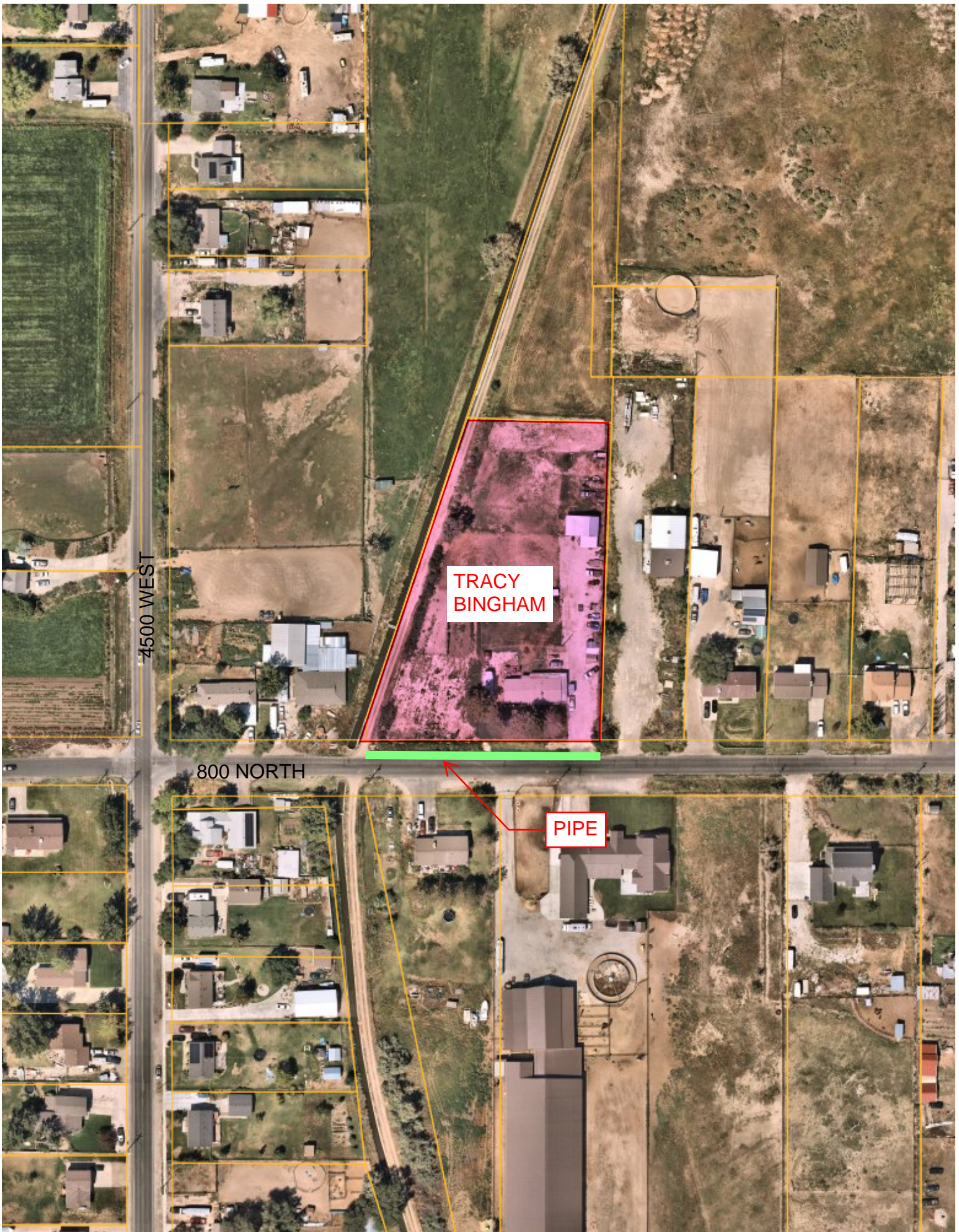
(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, the signer of the foregoing Agreement, who duly acknowledge to me that he executed the same.

NOTARY PUBLIC

(SEAL)



CITY COUNCIL STAFF REPORT



Subject: Vacating Public Utility Easement
Author: Boyd Davis
Department: Engineering
Meeting Date: March 7, 2023

Background

Staff received a request to vacate an easement on Lot 205 of the Bennett Century Farms Subdivision. Craythorne Construction is building a home with a detached garage for a new resident. The detached garage will cross the public utility easement on the rear of the lot.

Public Utility Easements are required on all lots and can only be removed by the City Council. Craythorne Construction is requesting that the rear easement be vacated.

Analysis

Attached is a site plan showing the proposed location of the detached garage in relation to the easement. The easement is 10 ft. wide and the garage will cover 5 ft.

Public Utility Easements (PUEs) can be used for underground utilities, but the rear yard easements are rarely used. There are no underground utilities in the rear yard easement of lot 205. The other purpose of the easement is for drainage. However, in this case the rear yard PUE abuts the side yard easement of the lot to the west and does not lead to a typical drainage path. In addition, there will still be 5' open that could be used for drainage if needed.

Recommendation

Staff recommends approval

Significant Impacts

None

Attachments

Site Plan

Ordinance 03-07-2023

ORDINANCE NO. 03-07-2023A

**AN ORDINANCE VACATING A PUBLIC
UTILITY EASEMENT ON LOT 205 OF
BENNETT CENTURY FARMS PHASE 2**

WHEREAS, the West Point City Council desires to vacate a public utility easement on lot 205 of the Bennett Century Farms Subdivision Phase 2; and,

WHEREAS, the owner of lot 205 intends to construct an accessory building that will encroach upon the easement; and,

WHEREAS, the City Council, after due consideration, has determined that there is good cause to vacate the public utility easement and it will not be detrimental to the general interest of the public to grant the same; and,

WHEREAS, the City Council has caused all required public notices to be given, and has held all appropriate public hearings regarding such vacation.

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

Section One: Street Vacation

The City Council of West Point City hereby declares that the rear yard public utility easement, as described in Exhibit “A,” is hereby vacated.

Section Two: Rights not Affected

The action of the City Council vacating a public utility easement provided herein shall operate as a relinquishment of the City’s fee therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any real property interest, easement, right-of-way, holding or franchise right therein of any public utility or other property owner, governmental or private.

Section Three: Recorded

A certified copy of this Ordinance shall be recorded in the office of the Davis County Recorder, State of Utah, and the necessary changes made on the official plats and records of the County to accomplish the purpose thereof.

Section Four: Effective Date

This ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

DATED this ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

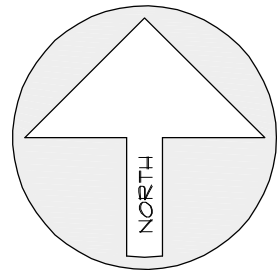
Casey Arnold
City Recorder

Exhibit "A"

ALL OF LOT 205, BENNETT CENTURY FARMS - PHASE 2.

CONT. 0.33000 ACRES

MORE PARTICULARLY DESCRIBED AS THE 10 FT WIDE REAR YARD EASEMENT
RUNNING PARALLEL TO THE REAR PROPERTY LINE.



FOR REVIEW

PROJECT ADDRESS
 3489 WEST 1100 NORTH
 LOT #205
 BENNETT CENTURY FARMS, PHASE I
 WEST POINT CITY, DAVIS COUNTY, UTAH

Area = 14,910 Sq. Ft. = 0.3285 ACRE

- PLEASE NOTE:**
1. SITE PLAN IS SHOWN FOR INFORMATION ONLY. OWNER /CONTRACTOR SHALL HAVE RESPONSIBILITY TO DETERMINE GRADES AND FINAL PLACEMENT AND ELEVATIONS OF FOOTINGS/FOUNDATIONS AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL STATE, NATIONAL, AND LOCAL BUILDING CODES & ORDINANCES.
 2. ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE.
 3. THE GRADE AWAY FROM FOUNDATION WALLS SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET (5%) DIRECT DRAINAGE WATER TO THE STREET OR TO AN APPROVED DRAINAGE COURSE, BUT NOT ONTO NEIGHBORING PROPERTIES.
 4. STREET, CURB AND GUTTER WILL BE INSPECTED AND CLEANED OF ALL MUD AND DIRT AT THE END OF EVERY DAY.
 5. STRAW WATTLES (OR EQUIVALENT) TO BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM SITE DURING CONSTRUCTION.
 6. BERRIS OR SHALES MAY BE REQUIRED ALONG PROPERTY LINES TO PREVENT STORM WATER FLOW ONTO ADJACENT LOTS. FINAL GRADING SHALL BLEND WITH ADJACENT LOTS.
 7. ALL REAR DRAINAGE TO BE RETAINED ON THE PROPERTY.
 8. FIXTURES THAT HAVE FLOOD LEVEL RIMS LOCATED BELOW THE ELEVATION OF THE NEXT UPSTREAM MANHOLE COVER OF THE PUBLIC SEWER SERVING SUCH FIXTURES SHALL BE PROTECTED FROM BACK FLOW OF SEWAGE BY INSTALLING AN APPROVED BACKWATER VALVE. FIXTURES HAVING FLOOD LEVEL RIMS ABOVE THE ELEVATION OF THE NEXT UPSTREAM MANHOLE SHALL NOT DISCHARGE THROUGH THE BACKWATER VALVE. BACKWATER VALVES SHALL BE PROVIDED WITH ACCESS.
 9. LONG-TERM DRAINAGE CONTROL BY STANDARD RESIDENTIAL LANDSCAPING, INCLUDING GRASS, TREES AND BUSHES AND AN AUTOMATIC SPRINKLER SYSTEM.

LINETYPE LEGEND

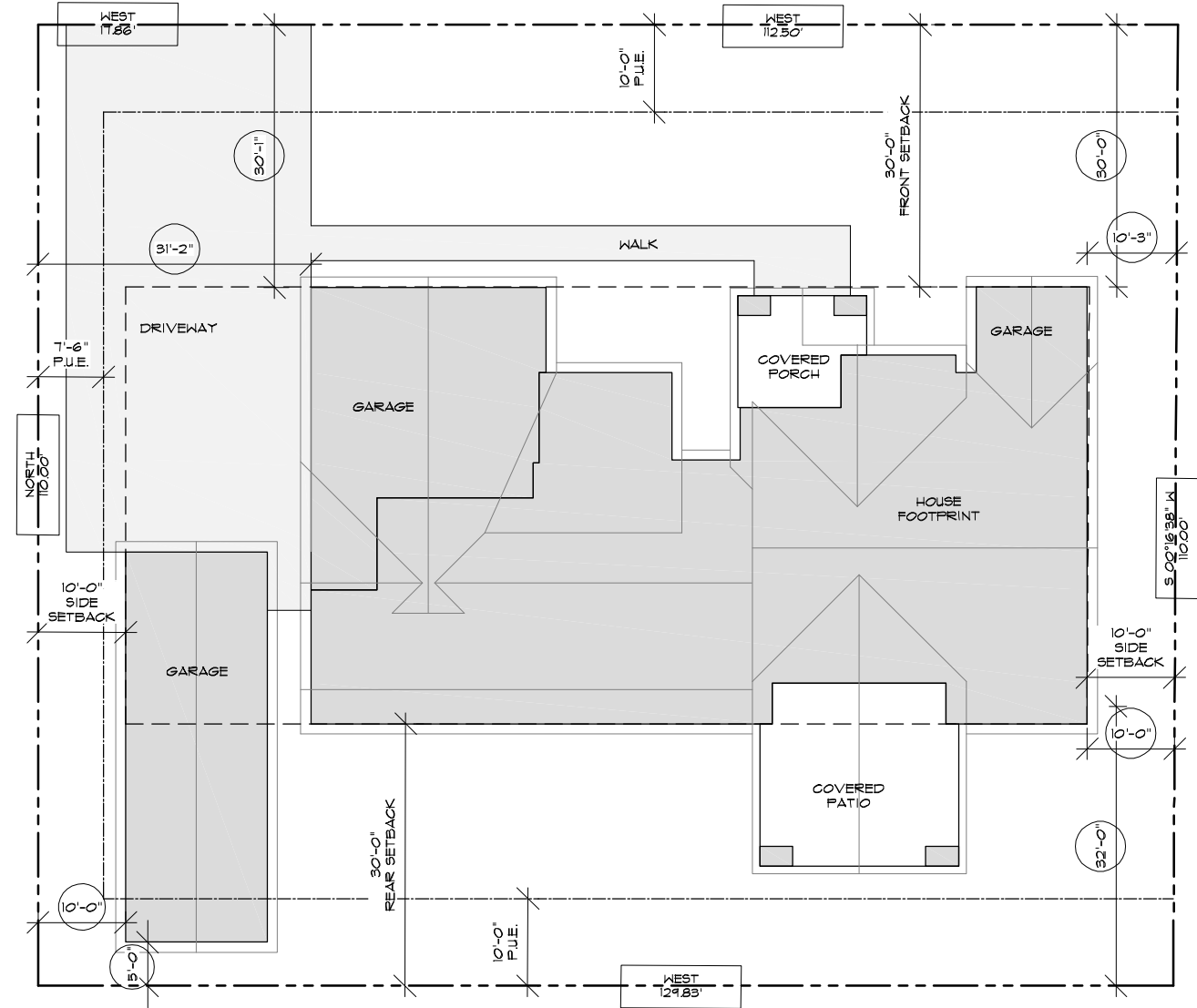
-----	PROPERTY LINE
- - - - -	SETBACK LINE
-----	EASEMENT LINE
-----	HOME FOOTPRINT
-----	PROPOSED CONT.
-----	10' CONT. LINE
-----	2' CONT. LINE
→ →	DIRECTIONAL DRAINAGE

ROCK RETAINING NOTES:

- 1 - FINAL GRADING/DRAINAGE SHOULD BE SUCH AS TO MINIMIZE THE CONCENTRATION OF SURFACE RUNOFF FLOWS OVER THE FACE OF THE STACKED ROCK WALLS. THIS MAY REQUIRE COLLECTION DRAINS THAT WILL TAKE SURFACE WATER AROUND OR BELOW THE WALL.
- 2 - BOULDERS USED IN THE ROCKERY WALL SHOULD BE DURABLE (I.E. NOT LIMESTONE, SOFT SANDSTONE, OR OTHER ROCKS WHICH HAVE WEAKENED PLANES THAT COULD CAUSE ROCKS TO SPLIT- AND PLACED IN A STAGGERED MANNER (NOT CREATING A VERTICAL COLUMN) THAT WILL NOT SIGNIFICANTLY WEAKEN THEIR INTERNAL INTEGRITY. THERE SHOULD BE MAXIMUM ROCK-TO-ROCK CONTACT WHEN FLAGGING THE ROCK BOULDERS AND NO ROCKS SHOULD BREAK ON A DOWNWARD-SLOPING FACE OF ANY SUPPORTING ROCKS. LARGER GAPS MAY BE FILLED WITH SMALLER ROCKS OR SEALED WITH A CEMENT GROUT.
- 3 - A GEOTECHNICAL ENGINEER SHOULD OBSERVE CONSTRUCTION OF THE ROCKERY WALLS AT THE FOLLOWING CRITICAL TIMES: (1) - WHEN THE LOWEST ROW OF BOULDERS HAS BEEN PLACED ALONG WITH THE DRAIN PIPE AND BOTTOM GRAVEL; (2) - WHEN THE ROCKERY WALL IS ABOUT HALFWAY CONSTRUCTED; (3) UPON COMPLETION OF THE ROCKERY WALL CONSTRUCTION.
- 4 - IT SHOULD BE NOTED THAT ROCKERY WALLS ARE CONSTRUCTED OF NATURAL MATERIALS AND ARE THEREFORE SUBJECT TO NATURAL WEATHERING PROCESSES AND ENVIRONMENTAL ATTACKS THAT MAY, IN TIME, COMPROMISE THE STABILITY OF THE ROCKERY WALL. BOULDERS USED DURING CONSTRUCTION ARE SUBJECT TO NATURAL WEATHERING BY SEASONAL CHANGES, WIND, FROST ACTION, CHEMICAL REACTION, WATER, ETC. ADDITIONALLY, THE STABILITY OF ROCKERY WALLS CAN BE AFFECTED BY OTHER ON-SITE AND OFF-SITE INFLUENCES SUCH AS SATURATION OF RETAINED SOILS, SATURATION OF SUPPORTING SOILS, ROOT ACTION OF VEGETATION AND TREES ADJACENT TO THE WALL, AND ANIMAL ACTIVITIES INCLUDING BURROWING AND NESTING. ROCKERY WALLS AND THE ASSOCIATED SLOPES MUST BE CLOSELY MONITORED FOR SIGNS OF EXCESSIVE WEATHERING, DRAINAGE CHARACTERISTICS, SIGNS OF MOVEMENT IN THE BOULDER, OBSTRUCTION OF DRAIN OUTLETS, ETC. IF ANY SIGNS OF EROSION OR MOVEMENT ARE NOTICED, A GEOTECHNICAL ENGINEER MUST BE CONTACTED IMMEDIATELY TO PROVIDE APPROPRIATE RECOMMENDATIONS.

IMPORTANT NOTE:
 THIS PLAN IS PROVIDED FOR, SITE LAYOUT, AND GRADING REFERENCE ONLY. THIS PLAN IS NOT A LEGAL BOUNDARY SURVEY. CONTRACTOR SHOULD VERIFY EXISTING GRADE, EASEMENT, LOT CORNER AND BOUNDARY LOCATIONS WITH EXISTING STAKING OR BY RETAINING A LICENSED LAND SURVEYOR. ACTUAL LOCATION, PLACEMENT, HEIGHT AND DESIGN FOR RETAINING WALLS, IF NEEDED, IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS NOT INCLUDED WITH THIS PLAN. EXISTING CONDITIONS MAY VARY. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY EXISTING CONDITIONS, SLOPES, ETC. BEFORE PROCEEDING WITH EXCAVATION & CONSTRUCTION.

1100 NORTH STREET



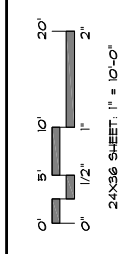
CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CONDITIONS AND REQUIREMENTS AT THE JOB SITE. THIS PLAN IS NOT A LEGAL BOUNDARY SURVEY. CONTRACTOR SHOULD VERIFY EXISTING GRADE, EASEMENT, LOT CORNER AND BOUNDARY LOCATIONS WITH EXISTING STAKING OR BY RETAINING A LICENSED LAND SURVEYOR. ACTUAL LOCATION, PLACEMENT, HEIGHT AND DESIGN FOR RETAINING WALLS, IF NEEDED, IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS NOT INCLUDED WITH THIS PLAN. EXISTING CONDITIONS MAY VARY. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY EXISTING CONDITIONS, SLOPES, ETC. BEFORE PROCEEDING WITH EXCAVATION & CONSTRUCTION.

VOICE: 801-476-1860
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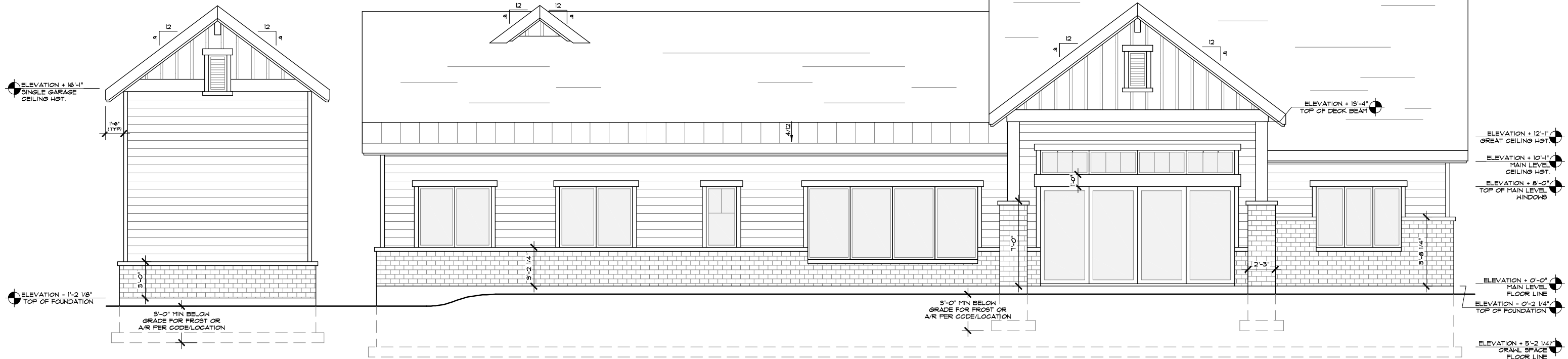
SHEET TITLE:
 SITE PLAN



PROJECT:
 COTTON
 DRAWN BY:
 N. COOMBS
 CHECKED BY:

 ISSUE DATE:
 XX/XX/2022
 PLAN NUMBER:
 R---
 SHEET NUMBER:
 3 of 27

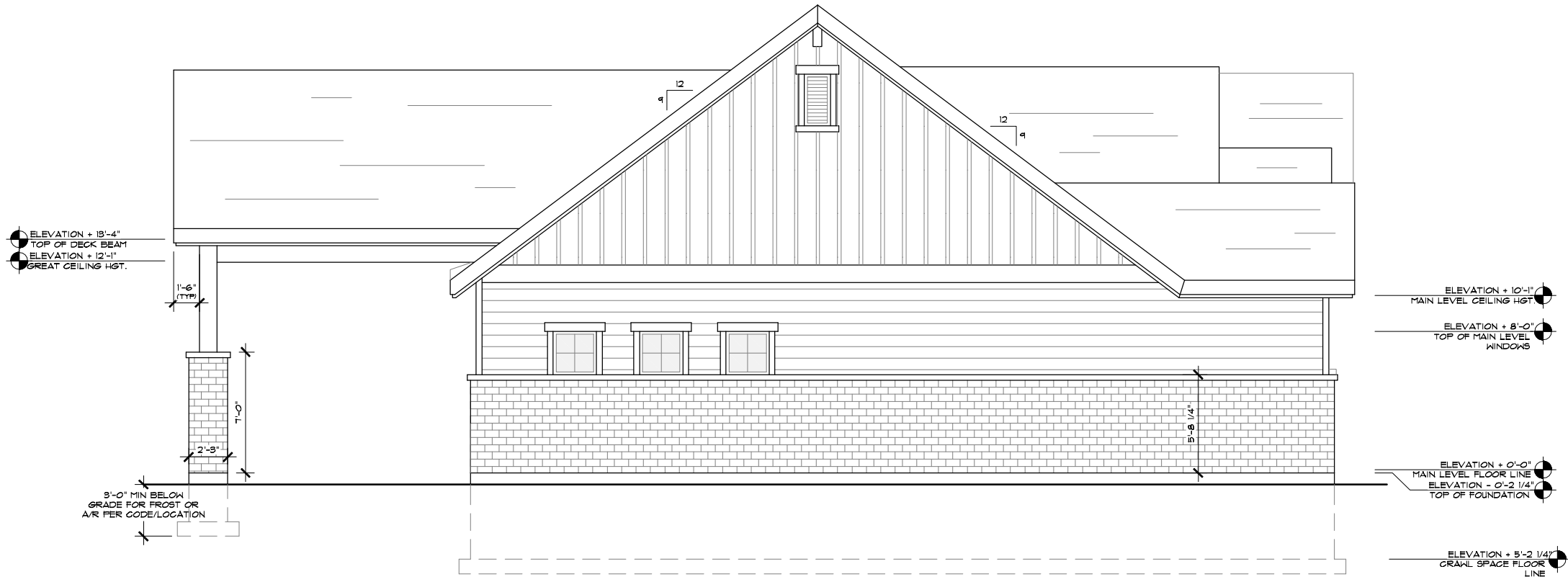
FOR REVIEW



REAR ELEVATION
SCALE: 1/4"=1'-0"

EXTERIOR MATERIAL SCHEDULE	
	HORIZONTAL LP SIDING
	VERTICAL LP BOARD & BATTEN
	BRICK
	STANDING SEAM METAL ROOF
	35 YR ARCHITECTURAL GRADE SHINGLES

1. NOTE: ALL MATERIALS TO BE INSTALLED A/R PER MFR SPECS
2. ROOF RETAINING OVER 4' REQUIRES SEPARATE ENGINEERING
3. ROOF VENTS AS REQ'D (SEE NOTE TO SHEET 2)
4. CUSTOM METAL CHIMNEY GAP PER CONTRACTOR (MUST BE APPROVED BY FIREPLACE MFR)
5. GUT STONE CAP AT ALL MANSCOT AND STONE FEATURES
6. PILLARS - 12" X 12" FRAMED PILLARS & LP WRAPPED
7. FASCIA - 10" OVER 12" STACKED (TYP)
8. DOOR/WINDOW TRIM - 6" LP HEADER W/ 4" TRIM & SILL (TYP IN SIDING)
9. DOOR/WINDOW TRIM - BRICK SILL (TYP IN BRICK)
10. GABLE VENTS - 1'-6" X 3'-0" (TYP)
11. TRIM @ SIDING CHANGE - 12" LP TRIM PER MFR SPECS (TYP)
12. BEAM ENDS - 6" X 16" DECORATIVE BEAM END (TYP)



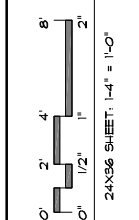
LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CONDITIONS AND REQUIREMENTS AT THE JOB SITE. ALL DIMENSIONS SHALL BE APPROVED OR CORRECTED IN ANY WAY PRIOR TO THE START OF CONSTRUCTION. APPROVAL SHALL BE A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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 REAR / LEFT SIDE ELEVATIONS
 SHEET TITLE:



PROJECT:	COTTON
DRAWN BY:	N. COOMBS
CHK'D BY:	----
ISSUE DATE:	XX/XX/2022
PLAN NUMBER:	R----
SHEET NUMBER:	7 of 27

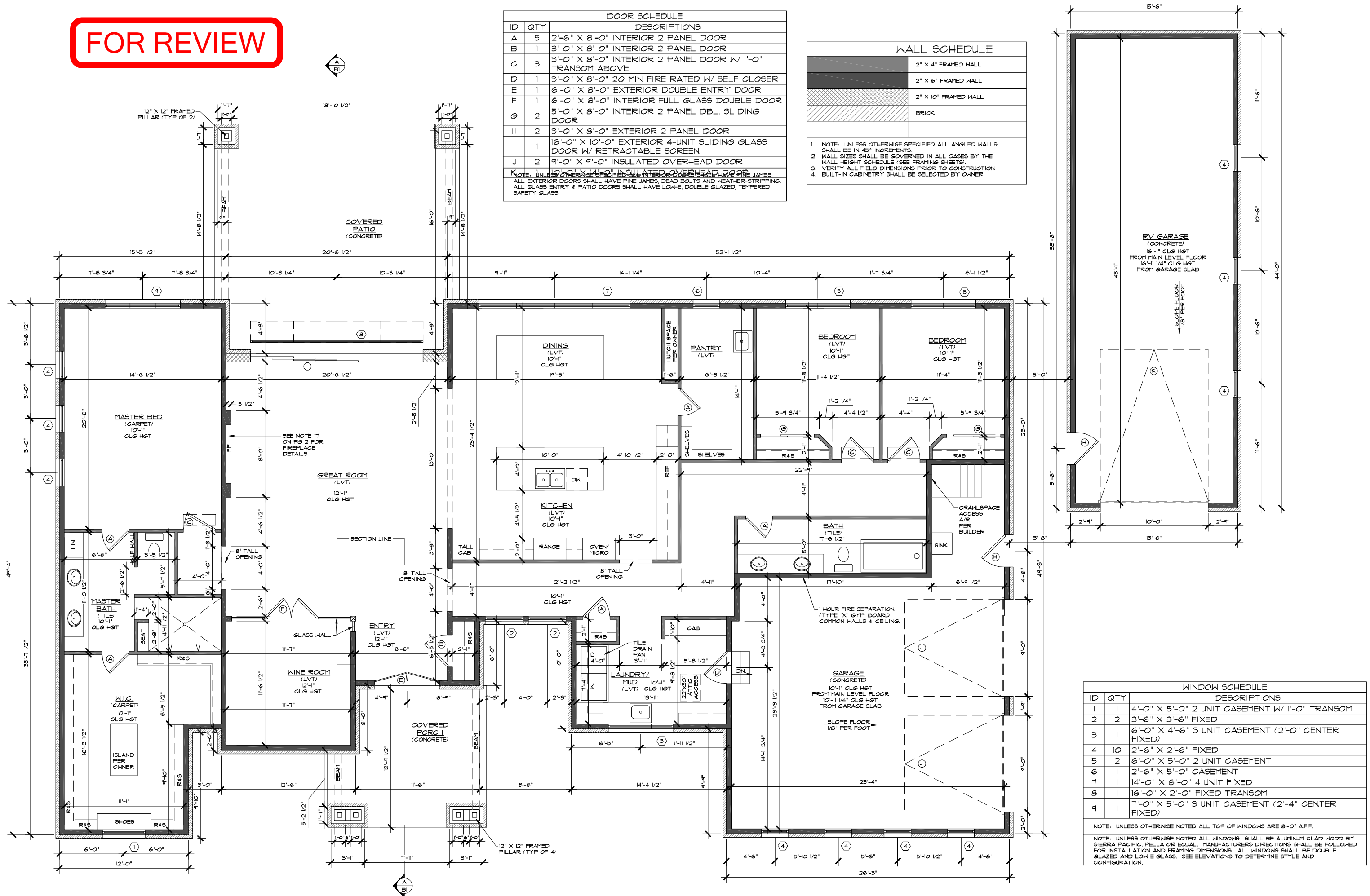
FOR REVIEW

ID	QTY	DESCRIPTIONS
A	5	2'-6" X 8'-0" INTERIOR 2 PANEL DOOR
B	1	3'-0" X 8'-0" INTERIOR 2 PANEL DOOR
C	3	3'-0" X 8'-0" INTERIOR 2 PANEL DOOR W/ 1'-0" TRANSOM ABOVE
D	1	3'-0" X 8'-0" 20 MIN FIRE RATED W/ SELF CLOSER
E	1	6'-0" X 8'-0" EXTERIOR DOUBLE ENTRY DOOR
F	1	6'-0" X 8'-0" INTERIOR FULL GLASS DOUBLE DOOR
G	2	5'-0" X 8'-0" INTERIOR 2 PANEL DBL. SLIDING DOOR
H	2	3'-0" X 8'-0" EXTERIOR 2 PANEL DOOR
I	1	16'-0" X 10'-0" EXTERIOR 4-UNIT SLIDING GLASS DOOR W/ RETRACTABLE SCREEN
J	2	9'-0" X 9'-0" INSULATED OVERHEAD DOOR

NOTE: UNLESS OTHERWISE SPECIFIED ALL INTERIOR DOORS SHALL HAVE PINE JAMBES. ALL EXTERIOR DOORS SHALL HAVE PINE JAMBES, DEAD BOLTS AND WEATHER-STRIPPING. ALL GLASS ENTRY & PATIO DOORS SHALL HAVE LOW-E, DOUBLE GLAZED, TEMPERED SAFETY GLASS.

WALL SCHEDULE	
	2' X 4' FRAMED WALL
	2' X 6' FRAMED WALL
	2' X 10' FRAMED WALL
	BRICK

1. NOTE: UNLESS OTHERWISE SPECIFIED ALL ANGLED WALLS SHALL BE IN 45° INCREMENTS.
 2. WALL SIZES SHALL BE GOVERNED IN ALL CASES BY THE WALL HEIGHT SCHEDULE (SEE FRAMING SHEETS).
 3. VERIFY ALL FIELD DIMENSIONS PRIOR TO CONSTRUCTION.
 4. BUILT-IN CABINETRY SHALL BE SELECTED BY OWNER.



ID	QTY	DESCRIPTIONS
1	1	4'-0" X 5'-0" 2 UNIT CASEMENT W/ 1'-0" TRANSOM
2	2	3'-6" X 3'-6" FIXED
3	1	6'-0" X 4'-6" 3 UNIT CASEMENT (2'-0" CENTER FIXED)
4	10	2'-6" X 2'-6" FIXED
5	2	6'-0" X 5'-0" 2 UNIT CASEMENT
6	1	2'-6" X 5'-0" CASEMENT
7	1	14'-0" X 6'-0" 4 UNIT FIXED
8	1	16'-0" X 2'-0" FIXED TRANSOM
9	1	7'-0" X 5'-0" 3 UNIT CASEMENT (2'-4" CENTER FIXED)

NOTE: UNLESS OTHERWISE NOTED ALL TOP OF WINDOWS ARE 8'-0" A.F.F.
 NOTE: UNLESS OTHERWISE NOTED ALL WINDOWS SHALL BE ALUMINUM GLAD WOOD BY SIERRA PACIFIC, FELLA OR EQUAL. MANUFACTURERS DIRECTIONS SHALL BE FOLLOWED FOR INSTALLATION AND FRAMING DIMENSIONS. ALL WINDOWS SHALL BE DOUBLE GLAZED AND LOW E GLASS. SEE ELEVATIONS TO DETERMINE STYLE AND CONFIGURATION.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REQUIREMENTS AT THE JOB SITE. ALL DIMENSIONS SHALL BE GOVERNED BY THE DIMENSIONS SHOWN ON THIS DRAWING. ANY DIMENSIONS NOT SHOWN ON THIS DRAWING SHALL BE GOVERNED BY THE DIMENSIONS SHOWN ON THE APPLICABLE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

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SHEET TITLE: MAIN LEVEL FLOOR PLAN

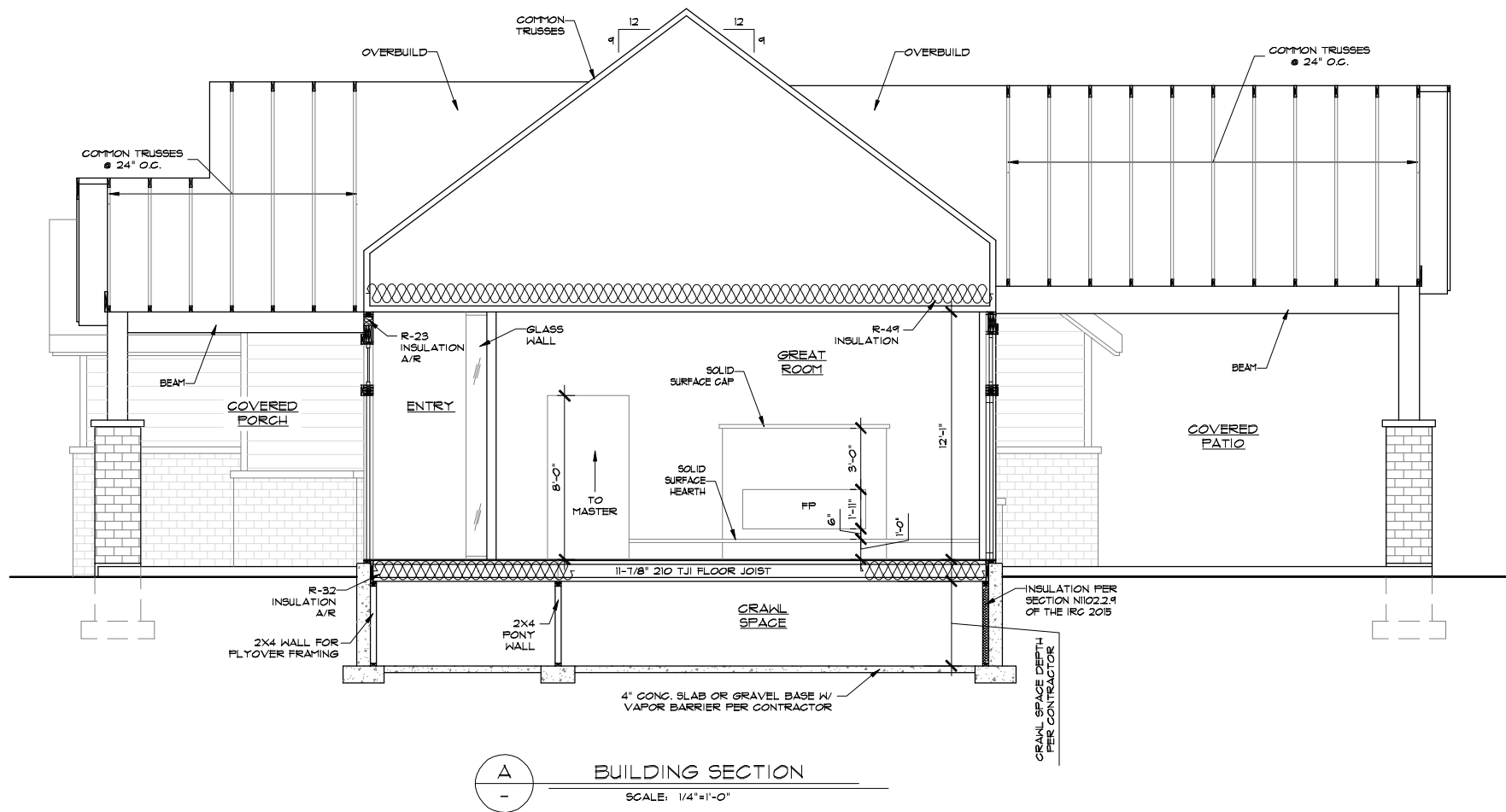
SHEET TITLE: WINDOW SCHEDULE

PROJECT: COTTON
 DRAWN BY: N. COOMBS
 CHK'D BY: *****

ISSUE DATE: XX/XX/2022
 PLAN NUMBER: R-
 SHEET NUMBER: 14 OF 27

MAIN FLOOR 3023 SQ. FT.
 GARAGE 714 SQ. FT.
 DETACHED GARAGE 722 SQ. FT.
 COVERED PATIO 466 SQ. FT.
 COVERED PORCH 171 SQ. FT.

FOR REVIEW



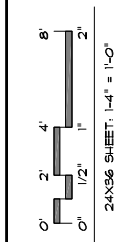
A
BUILDING SECTION
 SCALE: 1/4"=1'-0"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CONDITIONS AND REQUIREMENTS AT THE JOB SITE. ANY DISCREPANCIES OR OMISSIONS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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SHEET TITLE:
BUILDING SECTIONS



PROJECT:
 COTTON
 DRAWN BY:
 N. COOMBS
 CHECKED BY:

 ISSUE DATE:
 XX/XX/2022
 PLAN NUMBER:
 R-1-1
 SHEET NUMBER:
 B1 of 21

CITY COUNCIL STAFF REPORT



Subject: General Plan Amendment for Property Located at 2600 West 300 North
Author: Bryn MacDonald
Department: Community Development
Date: March 7, 2023

Background

Craythorne Development, acting agent for the Whitesides family, is seeking to amend the General Plan map on property located at approximately 2600 West 300 North from R-2 residential (2.7 units/acre) to R-3 residential (3.6 units/acre)



Process

General Plan amendments are allowed under the West Point City Land Use and Development Code section 17.00.090. Each year, property owners may initiate these amendments by submitting a completed application during the months of March or September. The Planning Commission will then hold a public hearing to obtain information from the applicant and other interested parties. The Planning Commission, after consideration of this information, shall make a recommendation to the City Council on the proposed amendment.

The Planning Commission held a public hearing on November 10, 2022, and recommended approval of the amendment to the General Plan. A General Plan amendment is a legislative decision. The City Council should review the requested amendment and determine if it promotes the general welfare of the community and the vision of the General Plan.

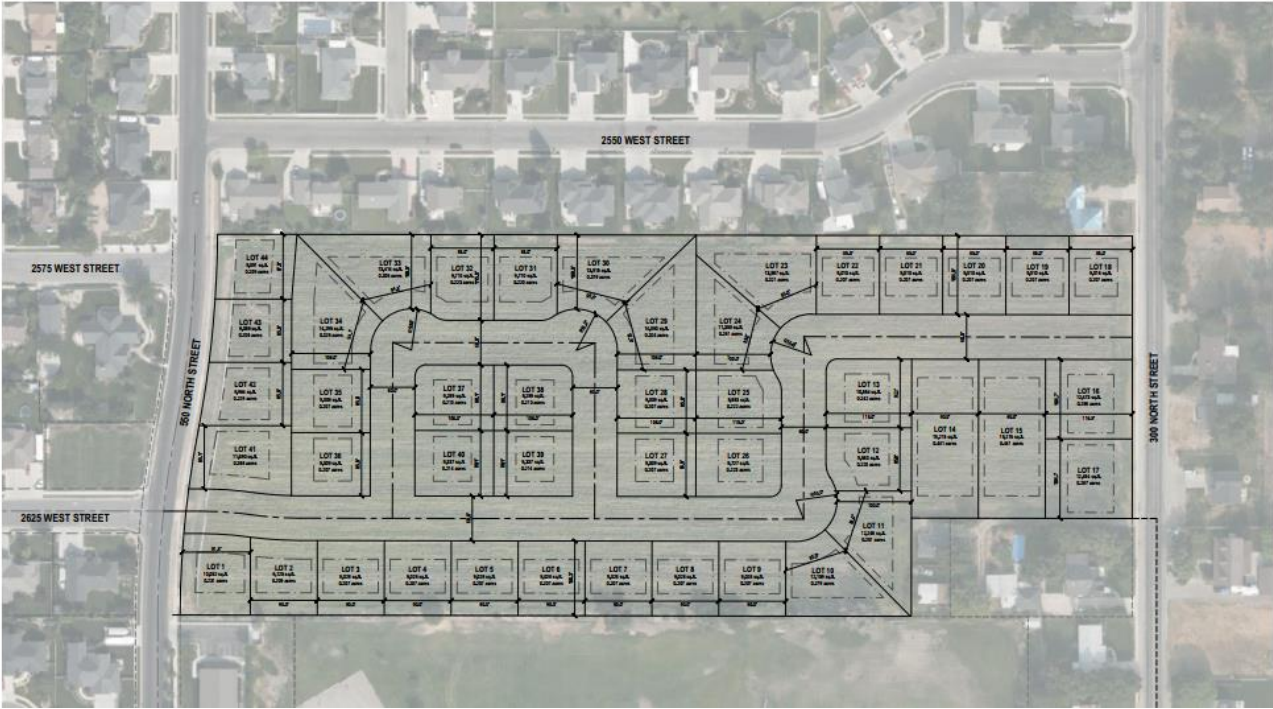
Analysis

The subject property is 13.64 acres and located directly east of West Point Jr High. The property spans 300 North up to 550 North. As part of the 2017 revision to the West Point City General Plan, the Planning Commission and City Council determined that larger single family lots would be

beneficial on the east side of the city. A specific decision was made to change this property from R-3 residential (3.6 units/acre) to R-2 residential (2.7 units/acre). Prior to this change, the subject property was shown on the map as R-3 residential.

Due to challenges with property dimensions, the applicant is seeking to change the designation back to R-3 to allow for adequate street and lot configuration. In the current R-2 zone, 37 lots are allowed. Changing the general plan to R-3 would allow an increase to 49 lots. The applicant proposes to limit the density on the property to 44 lots. At the time of rezoning, a development agreement could be approved to guarantee the density. Based on 44 lots, the density would be 3.23 units per acre.

Erik Craythorne, who represents Craythorne Development, has provided a statement outlining his request (See Attachment B).



Recommendation

This item is on for public hearing and decision. The Planning Commission recommended approval of the amendment to the general plan from R-2 to R-3.

Attachments

- A. Ordinance
- B. Application
- C. Applicant request
- D. Proposed plan

ORDINANCE NO. 03-07-2023C

AN ORDINANCE APPROVING AN AMENDMENT TO THE GENERAL PLAN FOR PROPERTY LOCATED AT APPROXIMATELY 2600 WEST 300 NORTH FROM R-2 TO R-3 (RESIDENTIAL 3.6 UNITS PER ACRE).

WHEREAS, the West Point City Planning Commission has completed its recommendation for a proposed amendment to the General Plan Land Use Map; and

WHEREAS, the Planning Commission duly noticed and held a public hearing according to state law 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: Amendment to the General Plan Land Use Map

The City Council hereby approves the amendment to the General Plan Land Use Map to change the property located at 2600 West 300 North (Parcel ID 140540131) from R-2 to R-3 (Residential 3.6 units per acre).

Section Two: Form of General Plan

The General Plan Land Use Map as amended herein is hereby approved and adopted in the form attached hereto as Exhibit A, adopted by reference, and by reference made a part hereof.

Section Three: Land Use Map

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City General Plan Land Use Map to bring it into conformity with the changes adopted by this Ordinance.

Section Four: Severability

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

Section Four: Effective Date

This Ordinance shall take effect immediately upon passage and adoption and publication

of a summary as required by law. Those subdivisions that have applied for and paid the fees for final approval prior to the effective date shall be exempt from the new requirements of this ordinance.

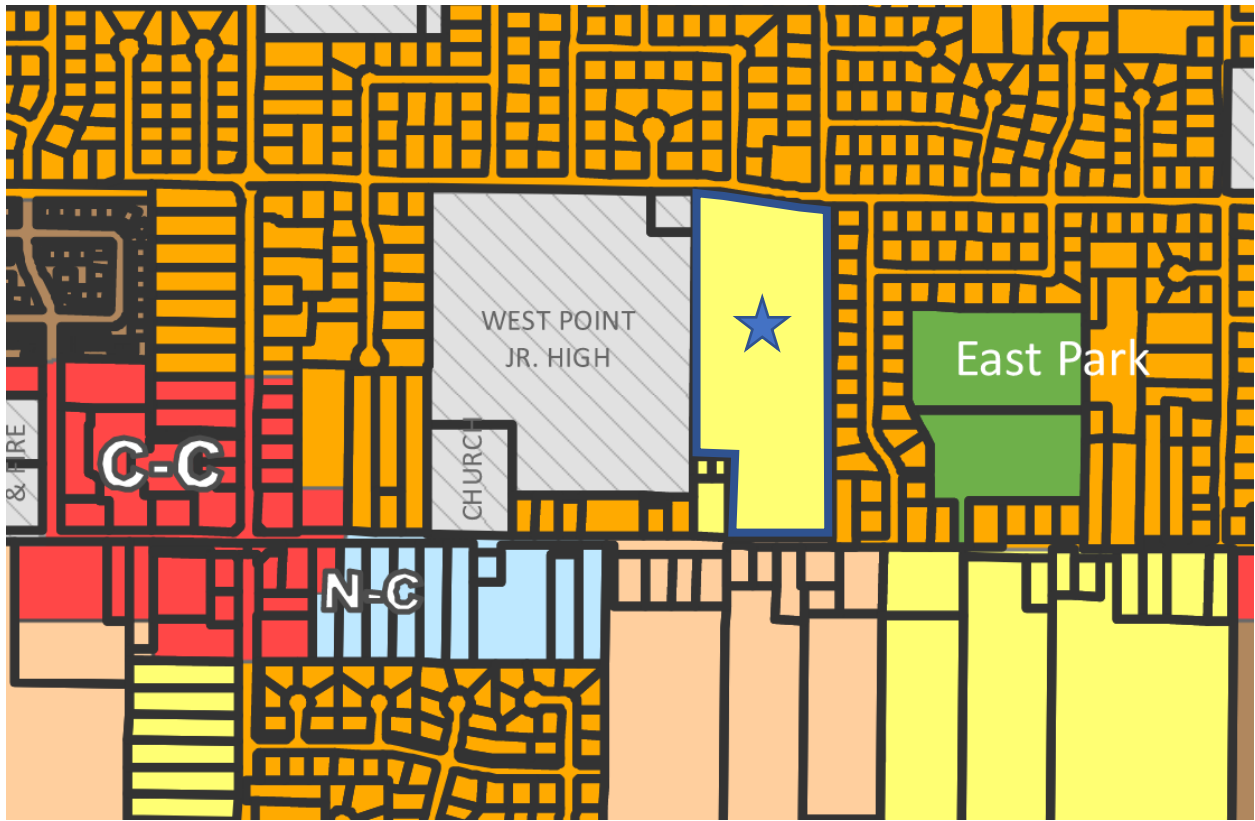
DATED this 7th day of March 2023.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Exhibit A



August 22, 2022

Whiteside Property General Plan Amendment

Property - 14-054-0131 located approximately 2600 W. 300 N.

Current Zone - R-2 & A-40

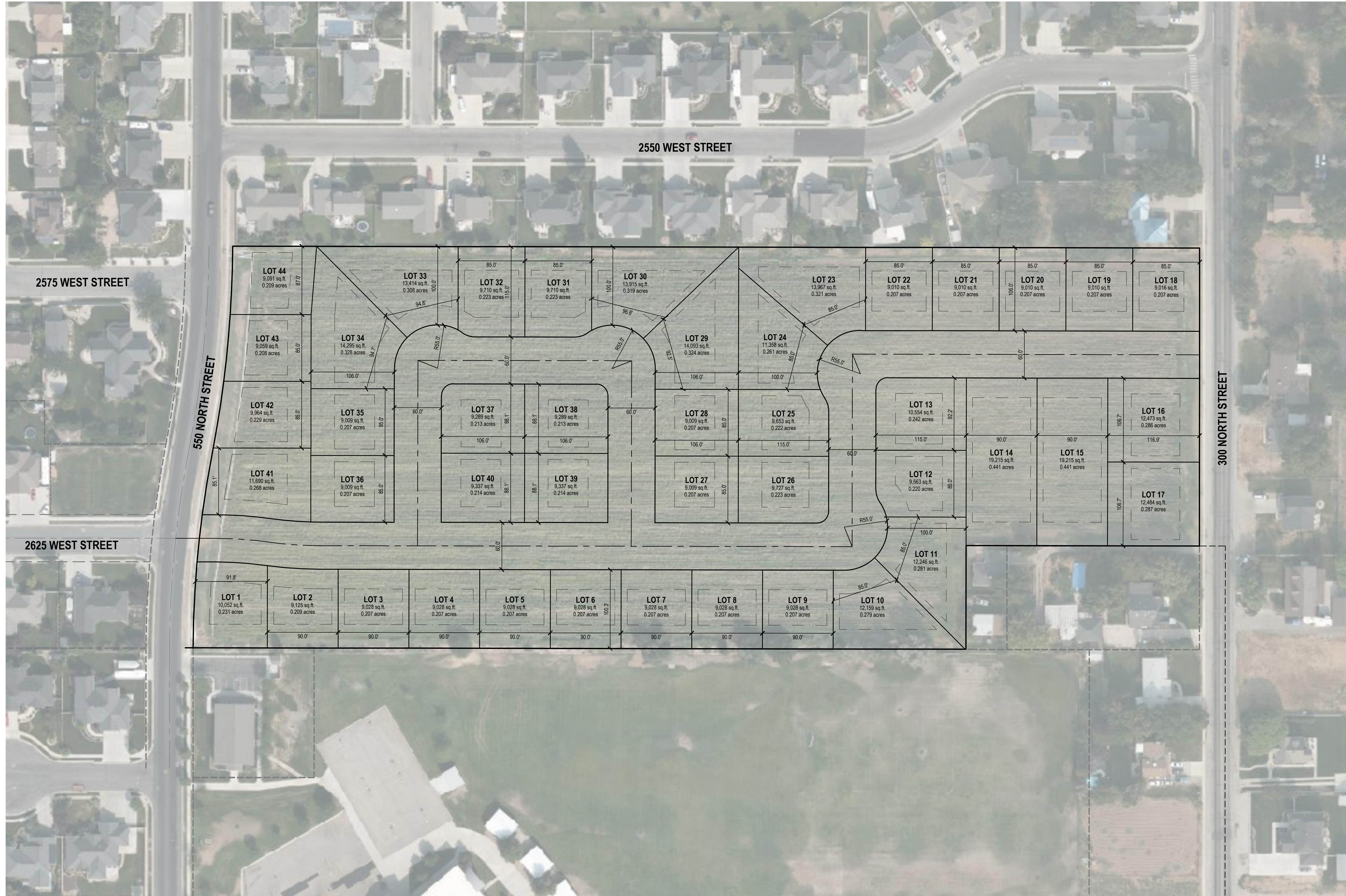
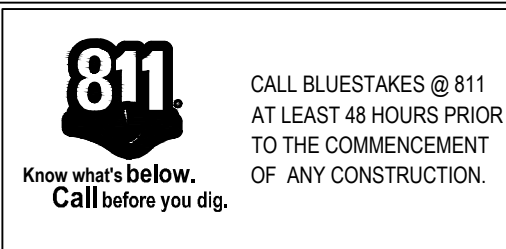
General Plan - R-2

Requested change - R-3 with developer agreement limiting the number of lots to 44

Up until the last general plan revision this property had the general plan designation of R-3 which matched the surrounding properties and area. The city council changed it to R-2 after it was R-3 for over 25 years. Under the R-2 zoning this property could qualify for 38 lots. Matching the R-3 zoning around this property this property would qualify for 50 lots. Our proposed design has 44 lots (see attached preliminary design) which is right in the middle of the R-2 and R-3 zone. This property does have some challenges with it as far as the width of the property. It is not wide enough to have two roads going north and south thus making it very hard to maximize any zoning. An R-3 zone will match the development to the east of this property and the lot sizes will be similar. The home setbacks and lots size requirements under the R-3 zone are also more appealing as to maximize the size of the home that can be put on these lots. Located just east of the Junior High school this property is located in a great walkable area to both the junior high and Lakeside elementary school. Our proposal is that this property be put back into the R-3 zone and with that an acceptable developers agreement would be drafted which would include among other things a maximum number of lots allowed be 44 lots. It is our goal to subdivide and build homes that will add to this great area and be a very desirable place to live in West Point.

A handwritten signature in black ink, appearing to read 'Erik Craythorne', is written over a horizontal line.

Erik Craythorne
Craythorne Development



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.866.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

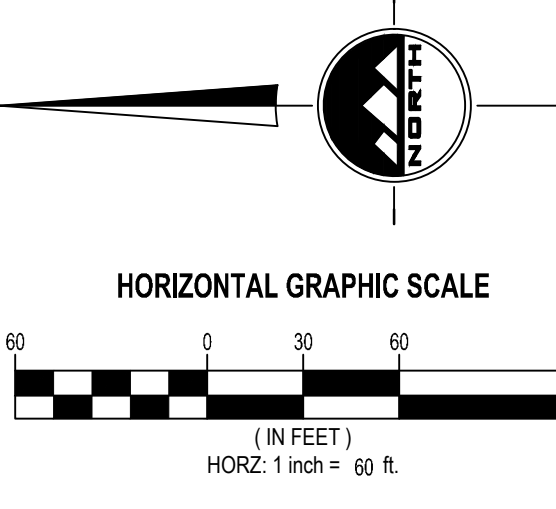
CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

WHITESIDES RESIDENTIAL

**2625 WEST AND 300 NORTH
WEST POINT, UTAH**

- NOTES**
1. PROPERTY IS ZONED R-3
 2. MAXIMUM DENSITY IS 3.6 UNITS PER ACRE
 3. 9,000 SQ. FT. MINIMUM
 4. 85' MINIMUM FRONTAGE
 5. 25' FRONT SETBACK*
 6. 30' REAR SETBACK*
 7. 5' SIDE SETBACK
 8. 20' SIDE CORNER SETBACK
- * FRONT AND REAR SETBACKS MAY BE REVERSED

LAND USE TABLE		
LOT AREA	468,273 sq. ft.	77.7%
ROADWAY	134,634 sq. ft.	22.3%
TOTAL PROJECT	602,907 sq. ft.	13.84 acres
TOTAL LOTS	44	
DENSITY	3.18 UNITS/ACRE	
AVERAGE LOT AREA	10,842 sq. ft.	



CONCEPT PLAN

PROJECT NUMBER: 11737 PRINT DATE: 6/15/22

DRAWN BY: M. ELMER CHECKED BY: C. PRESTON

PROJECT MANAGER: C. PRESTON

1 OF 1



3200 West 300 North
 West Point, UT 84015
 PH: 801.776.0970
 FAX: 801.525.9150
 www.westpointcity.org

General Plan Amendment Application

This type of application is considered legislative. The City Council shall only accept applications to amend the General Plan twice a year, during the months of April and October. All applications submitted must be made in accordance with Title 17 of the West Point City Code.

Note: *If the application for a change of General Plan amendment is denied by the City Council a new application for the same request affecting the same property shall not be eligible for reconsideration for one year subsequent to such denial.*

For Office Use Only		
Received Payment		
\$		
AMOUNT PAID	DATE RECEIVED	INITIAL
\$550.00	General Plan Amendment	

Subject Property Information			
Approximate Address: 2600 W. 300 N.	Total Acreage: 13.89	Parcel ID Number: 14-054-0131	Current Zoning: R-2 and A-40
Owner/Agent Information			
Applicant Name: Craythorne Development	Phone Number: 801-698-9111	Owner of Property?	
		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Mailing Address: 601 W. 1700 S.	City: Syracuse	State: Utah	Zip: 84075
Email Address: ecraythorne@gmail.com			
General Plan Amendment Information / Checklist			

Below is a list of information that is required to be submitted with the application in order for West Point City to process the request. If any of the required information is not submitted, the application will be considered incomplete and will not be accepted.

Written Proposal

- Description of the proposed amendment request.
- Written statement specifying the potential use of property within the area of the proposed amendment.
- Written statement explaining why the existing General Plan Designation for the area is no longer appropriate or feasible.
- Analysis of the potential impacts of the proposed amendment on existing infrastructure and public services (traffic, streets, intersections, water, sewer, storm drains, electrical power, fire and police protection, garbage collections, etc.)

Text Amendments (if applicable)

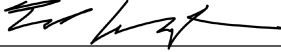
- Written statement showing the desired language change.
- Map showing affected areas if the text change will affect specific geographic areas.

Map Amendments (if applicable)

- A complete and accurate legal description of the area to be changed.
- Map showing the area of the proposed amendment.
- Current copies of the Davis County parcel Map showing the area of the proposed amendment.
- Mapped inventory of existing land uses within the area of the proposed amendment and extending ½ mile beyond such area.
- Correct property addresses of parcels included within the area of the proposed amendment
- Signatures of the majority of the property owners within the area proposed for a General Plan Map or Policy amendments.

NOTE: *If the agent listed above is not the property owner, he/she must be authorized as the assigned "AGENT" by completing the **STATEMENT OF OWNERSHIP/DESIGNATION OF AGENT** section below. This authorization only needs to be completed once, prior to concept approval.*

I hereby certify that the requested Subdivision would comply with all required conditions and standards of the West Point City Subdivision and Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I have read the West Point Subdivision and Land Use Ordinances and understand that submitting this Application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of West Point City's Municipal Code.



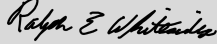
Developer/Agent Signature

8-12-2022

Date

Statement of Ownership/Designation of Agent (provide a small plat map showing ownership)

As the undersigned legal owners of the property described on a short plat map, we designate Erik Craythorne to act as the agent with respect to this application.



Property Owner Signature

Ralph E Whitesides

Print Name

8/13/2022

Date

CITY COUNCIL STAFF REPORT



Subject: FY2023 Amended Fee Schedule
Author: Ryan Harvey
Department: Administrative Services
Date: March 7, 2023

Background

Every year, as part of the Annual Budget Process, the Council adopts a Fee Schedule for the Fiscal Year. This schedule outlines the fees that the City will charge for Business Licenses, Copies, Rentals, Planning, Cemetery, Recreation, Development, and Utilities. Due to the conversation last Council Meeting about the proposed change to the Secondary Water Fees, an amendment to the current year fee schedule is necessary. The City Recreation Program fees are also in need of increases, and are included in this amendment.

Analysis

The City Fee Schedule, with proposed changes, is included in this packet. Below is a summary of the changes:

Secondary Water Changes:

Lot Size	Current	Proposed
Up to 1/3 acre	\$21.58	\$26.33
Greater than 1/3 acre	\$23.58	\$28.83
Greater than 1/2 acre	\$27.50	\$33.75
Greater than 3/4 acre	\$30.05	\$37.50
Greater than 1 acre	N/A	\$41.25
Greater than 1.25 acres	Determined by D&W Counties Canal Co.	

Recreation Fee Changes:

The Recreation Fees are also in need of adjustment. For this current amendment, Staff is only proposing a change to summer and fall sports, with the remaining adjustments scheduled to be updated when the City adopts the FY2024 Fee Schedule in July, 2023.

Program	Current	Proposed
WFFL Football	\$130	\$175
Soccer (Fall)	\$40	\$50
Volleyball	\$40	\$50
Summer Camps (Soccer, Basketball, Football)	\$20	\$25

Recommendation

Staff would like Council to discuss and approve the proposed FY2023 Amended Fee Schedule.

Significant Impacts

An increase in revenues will result from the changes proposed in the Fee Schedule.

Attachments

Resolution – Fee Schedule
Proposed FY2023 Amended Fee Schedule

RESOLUTION NO. 03-07-2023D

**A RESOLUTION AMENDING AND ADOPTING A SCHEDULE OF FEES
FOR WEST POINT CITY FISCAL YEAR 2023**

WHEREAS, the City provides various services to the public which benefit those consuming said services; and

WHEREAS, the City seeks to support the provision of these services in part or in full by levying or establishing certain fees associated with the provision of said services; and

WHEREAS, the City Manager has prepared an amended schedule of fees for Fiscal Year 2023 which suggest various amendments to the current fee schedule; and

WHEREAS, these proposed fees are delineated and attached hereto;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:

SECTION ONE: FEE SCHEDULE ADOPTED

The Fee Schedule for West Point City for Fiscal Year 2023 as attached hereto, stands amended and adopted and becomes effective April 1, 2023 or as otherwise stated in the Fee Schedule.

PASSED AND ADOPTED this 7th day of March, 2023.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

West Point City Fee Schedule Fiscal Year 2023

Effective July 1, 2022 (Amended April 1, 2023)

DESCRIPTION	Amount
ADMINISTRATIVE and BUSINESS LICENSE FEES	
Election Filing Fee	\$25
Returned Check Fee	\$45
Beer licenses (Class A)	\$250
Beer licenses (Class B)	\$300
Beer licenses (Class C)	\$350
Business Regulatory Fee	\$35
Commercial Business License Fee	\$85
Sexually Oriented Business applications and businesses - nonrefundable initial application and investigation fee (all applications)	\$100
Home Occupation - all	\$0
Contractors	\$50
Duplicate License	\$15
Business License late fee	\$25
Christmas tree sales license (not prorated)	\$30 w/ \$70 deposit
Fireworks stands (not prorated)	\$85
Home occupation license late fee (after February 1st)	\$25
Solicitor's License	\$50
Disproportionate Fees:	
Gas Station	\$250/Year
Grocery w/ Beer	\$350/Year
Bar/Private Club	\$300/year
Bowling with Alcohol	\$500/Year

Pawn Shop	\$900/Year
Arcade	\$350/Year
Entertainment/Theater	\$200/Year
Restaurant with Alcohol	\$200/Year
Hotel/Motel/Extended Stay/Inn/Bed & Breakfast	\$400/Year
Apartments	\$15/Unit/Year
Temporary Permits	\$250/Year
Sexually Oriented Business	\$250/Year
Warehouse	\$250/Year
COPIES & PUBLICATIONS	
Photocopies	\$.10 each copy
Fax	\$.10 per page
Budget	\$20
Audit (CAFR)	\$10
Administrative Code	\$10
General Plan	\$10
Special reports or compilations (GRAMA) (Produced with managerial discretion)	\$25 per hour + copy or reproduction charges
Large Format Printer – Regular Paper	\$2 per ft.
Large Format Printer – Premium Paper	\$3 per ft.
BUILDING RENTAL	
Council Chamber Rental	\$25/hr. (2 hour min.)
Multi-purpose Area Rental	\$25/hr. (2 hour min.)
City Hall - Security Deposit	\$100
PLANNING AND ZONING FEES	
Appeals Authority Hearing	\$200
Conditional Use Permit - Staff approved	\$50
Conditional Use Permit - Planning Commission	\$75
Permanent Sign Permit	\$75
Temporary Sign Permit	\$10/sign

Recording	\$50 to City and applicable fees to Davis County Recorder
Rezone application	\$250
General Plan Amendment application	\$550
Annexation application	\$300
Final Site Plan Review Fee (Commercial)	\$600/site plan
Agricultural Protection Zone application	\$450 (\$100 refunded if protection zone is not approved)
Telecommunications Right of Way Application	\$500
SUBDIVISION FEES	
Construction guarantee bond (commercial)	\$30 per linear ft. (curb, gutter, sidewalk)
Construction inspection fee for all utilities	\$150 per lot
Final plat fee	\$600/plat, plus \$50 per lot
Preliminary plat fee	\$300/plat, plus \$25 per lot
Single Lot Plat (preliminary & final)	\$300
Subdivision Plat Amendment	\$300
CODE VIOLATION FEES	
Code Violations	See West Point City Code
CEMETERY	
Resident	
Adult Burial Plot	\$450
Adult Interment Fee	\$300
Perpetual care - Adult	\$100 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$450
Child Interment Fee	\$300
Perpetual care - Child	\$100 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$225
Infant/Urn – Internment Fee	\$200
Perpetual care – Infant (½ plot)	\$50 if lot purchased before 9/1990
Disinterment	\$300

Transfer lot fee	\$15
After Business Hours Fee	\$100
Non-Resident	
Adult Burial Plot	\$600
Adult Interment Fee	\$700
Perpetual care - Adult	\$300 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$600
Child Interment Fee	\$700
Perpetual care - Child	\$250 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$300
Infant/Urn – Internment Fee	\$400
Perpetual care – Infant (½ plot)	\$250 before 9/1990
Disinterment	\$400
Transfer lot fee	\$15
After Business Hours Fee	\$100
MUSKRAT SPRINGS CAMPGROUND	
Davis County Scout Troops, Youth Groups, & residents	\$25
Non-Davis County Scout Troops, Youth Groups, & residents	\$50
Refundable Security Deposit	\$50
PARKS	
Large pavilion (Per time period: 8AM-4PM or 4PM-10PM)	\$15 (residents) \$25 (non-residents)
Small pavilions (Per time period: 8AM-4PM or 4PM-10PM)	\$10 (residents) \$20 (non-residents)
Volleyball rental	\$5 rental fee \$15 ball deposit, if applicable (deposit refundable if returned by next business day)
Horseshoes	\$5 rental fee \$35 horseshoe set deposit, if applicable (deposit refundable if returned by next business day)

RECREATION	
Program Registration Fees: (Students at West Point Schools are charged the resident rate.)	
Coed T-Ball	\$40 resident \$50 non-resident
Coed Machine Pitch 1 st – 2 nd Grade	\$40 resident \$50 non-resident
Boys Baseball 3 rd – 4 th Grade	\$50 resident \$60 non-resident
Boys Baseball 5 th – 6 th Grade	\$50 resident \$60 non-resident
Boys Baseball Jr. High	\$50 resident \$60 non-resident
Girls Elementary Softball	\$50 resident \$60 non-resident
Girls Junior High Softball	\$50 resident \$60 non-resident
Basketball - 6 th Grade and younger	\$50 resident \$60 non-resident
Basketball - 7 th Grade and older	\$60 resident \$70 non-resident
Football	\$130 \$175 \$150 Equipment Charge for unreturned equipment.
Soccer (Spring)	\$40 resident \$50 non-resident
Soccer (Fall)	\$40 \$50 resident \$50 \$60 non-resident
Volleyball	\$40 \$50
Football Camp Summer Camps (Soccer, Basketball, Football)	\$20 \$25
Basketball Camp	\$20
Recreation Late Fee	\$10
FIELD RENTALS	
Field Rental	\$20 per hour
Field Preparation	\$50 per day
Field Rental – Non-Profit	\$10 per hour
Field Preparation – Non-Profit	\$25 per day
Deposit (League, Tournament, etc.)	\$50 per event
Unauthorized Field Use Fine	\$100

DEVELOPMENT IMPACT FEES (Residential)	
West Point City Impact Fees:	
Park, Trails, and Recreation Impact Fee (Single Family)	\$2380.86
Park, Trails, and Recreation Impact Fee (Multi- Family)	\$1780
Road Impact Fee (Single Family)	\$1,529
Road Impact Fee (Multi-Family)	\$1,063
Storm Drain Impact Fee	\$3,674 per acre
Sewer Impact Fee	\$827/ERU
Sewer Impact Fee- Proposed Annexation Area	\$5,200/ERU
Water Impact Fee	\$1,112/ERU
Non-City Impact Fees:	
North Davis Sewer Impact Fee (Residential)	\$3,256
North Davis Fire District Impact Fee (Single Family)	\$181.13
North Davis Fire District Impact Fee (Multi-Family)	\$181.13
DEVELOPMENT IMPACT FEES (Commercial)	
West Point City Impact Fees:	
Road Impact Fees (General Commercial)	\$4,529 per 1,000 sq. ft of building space
Road Impact Fees (Professional Office)	\$1,759 per 1,000 sq. ft of building space
Road Impact Fees (Manufacturing/Industrial)	\$1,114 per 1,000 sq. ft of building space
Water Impact Fees	\$1,112/ERU
Storm Water Impact Fees	\$3,674 per acre
Sewer Impact Fees	\$827/ERU
Non-City Impact Fees:	
North Davis Fire District Impact Fee (Commercial)	Determined by North Davis Fire District
North Davis Sewer Impact Fee (Commercial)	Determined by North Davis Sewer District

SAFETY / INSPECTION FEES	
Building Permit Fee	Based on building valuation and square footage
Residential plan review and inspection fee	25% of permit fee
Re-inspection fee	\$50
One-time inspection fee	\$25
Commercial plan review and inspection fee	60% of building permit fees
Demolition Permit	\$150
Swimming Pool	\$150
Small Asphalt Excavation Permit (less than 360 sq. ft.)	\$3 per sq. ft. excavated and \$500 bond. Bond returned after asphalt is replaced and inspected.
Large Asphalt Excavation Permit (greater than 360 sq. ft.)	\$0.55 per sq. ft. and \$4.20 per sq. ft. bond. Upon positive inspection, bond returned 1 yr. after permit holder replaces asphalt.
New Street Excavation Permit (less than 2 years since last treatment) – in addition to other fees and applies only to large excavation permits	\$0.22 per sq. ft.
Curb, Gutter, or Sidewalk Excavation Permit	\$20.00 per ft. bond. Bond returned after concrete is replaced and inspected.
CONNECTION FEES	
Water Connection Fees:	
Meter installation/water connection (residential)	\$350 - 3/4 inch \$450 - 1 inch
Meter installation/water connection (commercial)	\$450 - 1 inch \$500 - 1.5 inch \$700 - 2 inches Cost+\$100 (2+inches)
Secondary water hook-up fee (3/4 inch)	Paid to D&W Canal Company

Secondary water hook-up fee (1 inch)	Paid to D&W Canal Company
City stock of culinary water	\$3,800/acre foot.
Fire Hydrant Connection Fees:	
Fire Hydrant Meter Set-up Fee	\$50 + water usage fee
Short Term Meter Rental (3 days or less)	\$10 + water usage fee
Long Term Meter Rental (4 days or more)	\$40 per month + water usage fee
Water Usage Fee	\$1.60 per 1,000 gallons greater than 10,000 gal.
Sewer Connection Fees:	
North Davis Sewer subdivision connection review fee	\$250
North Davis Sewer subdivision construction inspection fee	\$375
North Davis Sewer service connection review fee	\$125
North Davis Sewer service connection construction inspection fee	\$240
UTILITIES	
Garbage Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Garbage can (monthly - 1 st can)	\$11.80
Garbage (monthly – additional can)	\$11.80
Green Waste can (monthly)	\$6.00
Green Waste (monthly – additional can)	\$6.00
Green Waste Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Green Waste Service Cancellation Fee	\$12.00
General Curbside Recycling can (monthly)	\$4.75
General Recycling (monthly-additional can)	\$4.75
Secondary water (monthly 3/4 inch) Up to one-third acre	\$21.58 \$26.33
Secondary water (monthly 3/4 inch) Greater than 1/3 acre	\$23.58 \$28.83
Secondary water (monthly 1 inch) Greater than 1/2 acre	\$27.50 \$33.75
Secondary water (monthly 1 inch) Greater than 3/4 acre	\$30.05 \$37.50
Secondary water Greater than 1 acre	\$41.25

Secondary Water (monthly) Greater than one-acre 1.25 acres	Determined by D&W Counties Canal Co.
Sewer (residential monthly)	\$28.20
Sewer (commercial monthly base)	\$28.20
10,000 gallons +	\$2.25/1,000 gallons
Sewer (multi-family)	\$28.20 per unit
Water (monthly base: 6,000 gallons)	\$23.75
6,001 – 10,000 gallons	\$1.40/1,000 gallons
10,000 gallons +	\$1.65/1,000 gallons
Storm System Maintenance and Construction Fee (Monthly Residential)	\$4.00
Storm System Maintenance and Construction Fee (Commercial)	Determined by residential equivalent (2,500 sq. ft.) of impervious area.
Utility deposit	\$60 utility deposit, refundable upon moving.
Meter tampering penalty	\$50 first occurrence, \$100 per occurrence thereafter
Utility Billing Shut-off Fee	\$25 first occurrence, \$45 per occurrence within 12 months of previous occurrence
Utility Billing Late Fee	\$15



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
December 6, 2022

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on December 6, 2022 at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 844 8627 9542 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Peterson, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee.

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; and Katie Hansen, Deputy City Recorder

EXCUSED: Paul Rochelle, Public Works Director; Casey Arnold, City Recorder

VISITORS PRESENT: No sign-in required for those attending virtually.

1. Discussion Regarding the 2023 City Council Meeting Schedule – Ms. Casey Arnold

Mr. Kyle Laws presented this item for the City Recorder, Casey Arnold, as she was at the Annual Child Remembrance Ceremony at the Cemetery. State Statute requires that the City Council approve by ordinance a meeting schedule for the coming year. City Council meetings are normally held the 1st and 3rd Tuesday of each month. The proposed 2023 Meeting Schedule continues that schedule, with an exception for the Planning and Visioning Session that will be held February 10 – 11, and the July 4th (Independence Day and Party at the Point events) meeting and November 7th (Election Day). Council Member Chatterton stated the Utah League of Cities and Towns annual conference will be held in April 19-22nd and would possibly conflict with the City Council meeting the night before. He asked if that meeting will need to be cancelled. Mr. Laws stated in past years, it has happened and the meeting is still held but it can be up to the City Council. Council Member Peterson stated Tuesday, April 18, is the tax deadline due to Washington DC having a holiday on the previous day and government offices closed. Mr. Laws stated a meeting may be cancelled if needed as long as proper noticing is followed. Mayor Vincent stated January 3rd will be the first meeting of the year but due to the holidays and closure dates, it does not allow Staff much time to prepare agenda items. Mayor Vincent proposed to cancel that meeting and several Council Members were in agreement.

The Council had no further discussion and will consider approval of the Meeting Schedule for 2023 in tonight's General Session.

2. Discussion Regarding Subdivision Phases and Second Access – Mrs. Bryn MacDonald

Mrs. MacDonald stated this item has been discussed for the last several meetings and there are several proposed changes. The first proposed change is to move Items 7, 8, and 9 from West Point City Code (WPCC) 17.130.090(E) - *Natural Drainage and Other Easements* as they do not correlate to that section and move them to the appropriate section of WPCC 17.130.090(A) - *Relation to Adjoining Street System*. Also proposed is to add the following language in WPCC 17.130.090(A) regarding second accesses in subdivisions:

1. The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets, curbs, gutters, and sidewalks in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the planning commission for public requirements. The street

- arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it.
2. Public streets or private roads shall approach the arterial or collector streets at an angle of not less than 80 degrees
 3. A second access that connects to an existing public street shall be required for any development with more than:
 - a. 30 lots/units. This includes single family, two-family and townhouse developments; or
 - b. 100 multi-family units in a development. This includes development such as apartments or condominiums.

Council Member Swenson asked regarding the 30 lots/units, if a townhome is usually 2 townhomes per lot. Mrs. MacDonald stated each townhome is its own unit. Thirty units would be equivalent to 30 doors – i.e., one building could have five townhomes, which equals five units. Mrs. MacDonald confirmed that “units” applies to townhomes

Mrs. MacDonald stated that there are currently definitions in the Code for public street, private lane, and private road. It is being proposed to add a definition for “second access” to define it as a public street or private road that connects to and provides access to an existing public street. A second access shall not be gated for emergency access only. After the discussion from the last City Council meeting, the line stating, “but can be gated if accessible by all members living in the development” was removed. If a gated community is wanted by a developer, then it can be handled in a development agreement.

Council Member Peterson thanked Mrs. MacDonald for the hard work. He stated he remembers years ago when discussing how long a garbage can may be left on the street and Code stated an empty garbage can cannot be left on the street for 24 hours. This was changed to 48 hours. However, for a resident to be legal with his can out at the street, all anyone needed to do was put garbage in the can as the Code stated empty garbage. In relation to this, the definition stated a second access cannot be gated for emergency access implying it can be gated for anything else. He asked if it should state a second access shall not be gated at all or even add wording such as for any one reason. Mrs. MacDonald agreed with that suggestion.

Mrs. MacDonald stated the concept of phasing is similar to what has been in the Code and is helping clarifying it. WPCC 17.130.090(G) states the division of a preliminary plat into two (2) or more phases must be approved by the Planning Commission as part of the preliminary plat approval. This means the developer needs to show all phases up front informing the Planning Commission how the development will be broken up. Single family, two-family and townhome developments over 30 lots/units shall be done in phases. The Planning Commission may impose such conditions upon the phases as it deems necessary to assure the orderly development of the preliminary plat. The planned development shall show the entire site with no phase consisting of more than 30 lots and the timing and sequencing of improvements to be completed with each phase, particularly amenities, open space and public improvements. It is important to have all this information up front to help with creating roads but also with amenities to make sure the developer is staying on task.

Council Member Chatterton asked if townhomes and condos should be in the same group and Mrs. MacDonald stated they are not in the same group. Townhomes are in the same group as single-family. Council Member Chatterton asked how would a condo be treated and Mrs. MacDonald stated they are considered multi-family and do not have the same phasing requirement as they could be on one lot and in one phase. If there is a big development such as 200 units, it could be broken up. Council Member Peterson stated as this is currently, apartments are eliminated from phasing and possibly might want to do similar phasing for apartments to help keep order. He states a building might typically have 100 apartments but is unsure if that is the correct number for phasing. Mrs. MacDonald stated 100 could be a good number as that is the number used to help determine a second access. Council Member Peterson agreed. Mrs. MacDonald stated she would add language into this Code section for multi-family units.

Council Member Peterson stated back to Council Member Chatterton’s question on condos and sought clarification where condos are listed. Mrs. MacDonald stated condos are found in the new proposed language in WPCC 17.130.090(3)(b) of 100 multi-family units in a development and includes developments such as apartments or condominiums. Council Member Chatterton stated the terminology for “condo” is changing as the term “condo” brings an ideology that it is better than an apartment but now they are looking like apartment buildings. Council Member Swenson stated condos are usually purchased and apartments are rented.

Mrs. MacDonald stated that in regards to proposed subdivision phasing code changes, she noticed the current Code did not mention when the first phase shall be recorded. She has changed the language slightly from the last meeting's discussion and it now reads, "When a subdivision has multiple phases, the first phase shall be recorded subject to section 17.130.050. The developer may not record the plat for the next sequential phase of the development until the following requirements have been met in the previous phase:

- a. The off-site improvements have been 100 percent completed and the final inspection has been approved by the City;
- b. The on-site improvements have been 70 percent completed, and the final inspection has been approved by the City; and
- c. Building permits have been issued on 50 percent of the total number of lots in all of the previously recorded phases."

The building permit section was added back in as the Planning Commission had recommended that it be removed. The question raised was in regards to the 50 percent of building permits and what does the 50 percent relate to, the previous phase or all the phases. The way it currently is written is 50 percent in all the previous recorded phases. The 50 percent does give a little more flexibility on the builder's side where it does not have to be on each phase individually, but still puts the building permit requirement back in as the City Council wanted. Council Member Chatterton stated this does give them a little bit of room and maybe it should be 50 percent of the previous recorded phase. Mrs. MacDonald stated that could be done or it could be all the previous recorded phases. Those options create a big difference. Mr. Laws stated this could be negatively impacted for a developer that has different products such as in Harvest Fields where there are single patio homes or adult living homes. A scenario of phases and numbers was gone through showing how impactful each option would be especially if a developer has different products in different phases. Council Member Chatterton understood how the 50 percent in all phases would work and stated he would be okay with this. Council Member Peterson stated he feels like it is heading in the right direction and will be very beneficial to the City. He asked if there is anything that would keep a developer with different products doing developments instead of phases. Mr. Laws stated they would have to go through the process with each one and the cost could be higher in fees and engineering. If they wanted to, the developer could but they also could do a development agreement. Council Member Judd stated there would not be advantages of doing different developments as each development would have to have the necessary amenities not needed when doing phases, so in theory separating them would not work.

Council Member Chatterton asked if there is a definition for on-site improvement as that is subjective to the inspector. Mrs. MacDonald stated that the Planning Commission also felt that the 70 percent on-site improvement does need to be clarified, which she also agrees with. Mr. Boyd Davis stated he views the 70 percent as the items completed on the escrow account. Mr. Laws asked what is the difference between off-site and on-site and Mr. Davis stated off-site is anything outside of the boundaries of the plat of the subdivision. For example, a road to the subdivision or water line outside of the boundary. Council Member Peterson asked if all sidewalks are considered on-site improvements and Mr. Davis stated in most cases yes. There may be a few special circumstances. Council Member Chatterton asked if the word escrow could be added into section b. Mr. Davis stated it is up to the City Council. He suggested to leave it as written to let the City Council have a little flexibility to determine the 70 percent. Council Member Peterson stated he is not sure if he would like it left to the City Council. Council Member Chatterton stated he is trying to think of this for future City Council Members in helping them understand what was done and why. Mr. Davis suggested to the Council adding the language of: "70 percent of the items included in the subdivision guarantee" as the term "subdivision guarantee" is language clarified and referred to in the current Code. The Council was in favor of that language.

The Council set a public hearing on the proposed changes for the December 20, 2022 meeting and will continue the discussion and possibly consider approval of the changes at that time.

3. Discussion Regarding a Code Text Change for Automotive Use Definitions – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the City Council has had discussions regarding this item in previous meetings and recommended that it be sent back to Planning Commission to better separate and define the terms and each use. Currently in the Code, but not in the Table of Land Uses, is Automobile Service Station. It was proposed to separate "Automobile Service Station" into four different uses: Car Wash, Convenience Store, Gasoline Service Station, and Limited Vehicle Repair. Those uses are defined as:

"Car wash" means an establishment primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic, or by hand.

“Convenience Store” means an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in retail sales, from the premises, of gasoline, food, beverages, and frequently or recurrently needed items for household use.

“Gasoline Service Station” means an establishment engaged in retail sale of gasoline and petroleum products.

“Vehicle Repair, limited” means an establishment providing motor vehicle repair or maintenance services within a completely enclosed building. Limited vehicle repair excludes paint and body shops, general vehicle equipment and repair services, and storage of vehicles for more than ninety (90) days. Typical uses include businesses engaged in repair and/or replacement of brakes, air conditioning, generators, starters, and tires; motor tune-ups; front-end alignments; battery recharging; lubrication; and sales, repair, and installation of associated parts and accessories such as tires, batteries, windshield wipers, and hoses.

Mrs. MacDonald pointed out that the convenience store definition contains gasoline and then there is a stand-alone gasoline service station. Mr. Laws asked if gasoline service station should be kept. Mrs. MacDonald stated a gasoline service station is similar to a gas station for Walmart or the Fuel Center at Smith’s. Council Member Swenson asked if the definition needs to be changed to state gasoline/charging service station/natural gas station for future uses. Mayor Vincent stated Ogden has a few stand-alone natural gas stations and asked if all these uses can be included. Mrs. MacDonald stated yes.

Council Member Chatterton asked if a gasoline service station could have a few bays to do auto repair and Mrs. MacDonald stated both uses would have to be allowed in the requested zone and this is where the Table of Land Uses help. The Planning Commission recommended only the definitions and not to place these uses in the table at this time as they do want to spend time discussing suitable places for the uses. There are many commercial zones in the City and if it is stated that all of these uses are allowed in commercial zones, that opens it up for the same use on almost every corner. The Planning Commission only added the definitions for the time being so they could take the time to discuss where each use would be allowed. Council Member Peterson sought clarification stating only the definitions would be placed in the Code and not in the Table of Land Uses and Bryn MacDonald stated that is correct. Council Member Peterson agreed to that.

Mr. Laws stated in the current Code the convenience store with or without a car wash has been strike through, and if now a gas/convenience store with a single bay car wash came to the City, they would not be allowed. He asked if that is something that is wanted and is there a way to include a single bay car wash with a gas station into the definitions. All car washes would need to be allowed in the same zone, or are not allowed in commercial zones. Council Member Peterson asked if that could be listed in the definition and Mrs. MacDonald stated that in the definition of convenience store includes the service of gasoline and maybe what can be added in there is single bay car wash and then the convenience store would cover everything. Council Member Peterson stated if they are wanting to have this, that is the place to put it. He was under the impression single bay car washes was a thing of the past and this might be a good place to put it. He did ask if this language was not in there and a business came seeking it, would it be a zoning change or a General Plan change if that particular area does not allow it. Mrs. MacDonald stated if the uses are taken out of the Table and someone would like to place a use in one of the zones, they would have to ask to add that use into that particular zone and it would go through the code amendment process. Council Member Peterson stated it would then apply to all zones in the City and Mrs. MacDonald stated correct. Council Member Peterson asked what is the ability to change it just in that instant, such as through a development agreement. Mr. Laws stated that might be an instance where there are more particulars needed for “Neighborhood Commercial” versus “Community Commercial” zones. Council Member Peterson stated he would like to leave them all out and deal with each of them through a development agreement to better regulate. Mrs. MacDonald stated that can happen and in the development agreement, a use can be approved and the Planning Commission would approve it. Mayor Vincent clarified it does not need to be included in the Table and can be by itself and Mrs. MacDonald stated yes. Mr. Davis mentioned it would also need to have a public hearing as it is like a zone change. Council Member Swenson asked regarding the 5000 sq. ft designation in the convenience store use if that is large enough. Mrs. MacDonald stated a development agreement could help with the size or if the square footage is irrelevant, then it could be change. Mayor Vincent stated the development agreement would be the way to do it. Bryn MacDonald stated this item will need to hold a public hearing and that can be scheduled for next meeting.

The Council set a public hearing on the proposed changes for the December 20, 2022 meeting and will continue the discussion and possibly consider approval of the changes at that time.

4. Discussion Regarding a Real Estate Purchase Contract with UDOT for Property on 200 S – Mr. Kyle Laws

For the last two years, the City has been working with the Utah Department of Transportation (UDOT) to purchase surplus property for the purpose of relocating the Public Works Facility. There is an extensive signature gathering process that must take place through the UDOT Administration. The needed signatures have been acquired and a purchase agreement has been prepared and sent to the City. The subject property is located on 200 South near the Rocky Mountain Power substation and Davis & Weber Counties Canal Company secondary water pond. An appraisal was conducted for this property to determine the value of the land. The map shows the parcels outline in red:



The appraisal shows a value of \$120,000 per acre for a total purchase price of \$1,950,300.00. The total acreage for the site is 16.25 acres and includes 4 separate parcels. A purchase contract has been drafted and is included as an attachment with the Staff Report for this item. This is the planned location of the new public works facility, and will also include park space. A future discussion regarding cost estimates for development will take place at the Visioning Session in February. A needs assessment has been done for the facility along with pricing on the park space to include pickleball courts and other items. Part of this project will include extending Cold Springs Road down to the east side of the property and also paving 200 South to 4500 West and improving the roads on the property. The purchase contract is by resolution, and authorizes the Mayor to sign the contract and close on the property.

The financing will come from the Capital Funds Project and the City will be reimbursed through the bond to build the facility and amenities around it. Earlier in the year, a reimbursement resolution was passed that allowed the City to reimburse itself if a position to purchase land happened before a bond was acquired. Council Member Chatterton asked about the other property involved and Mr. Laws stated it was part of the surplus property from UDOT. It would be purchased but not part of the planned use; the land could be sold to develop, which would help recoup costs. Council Member Swenson asked if this is without water shares and Mr. Laws stated yes. More details and discussion of this property can happen at the February visioning session. Mr. Laws stated when the appraisal was completed in January, the price was \$115,000 an acre and last month the appraisal value increased to \$120,000 an acre.

The Council had no further questions and will continue the discussion as it considers approval of the purchase contract in tonight's General Session.

5. Discussion Regarding Business License Renewal Dates – Mrs. Bryn MacDonald

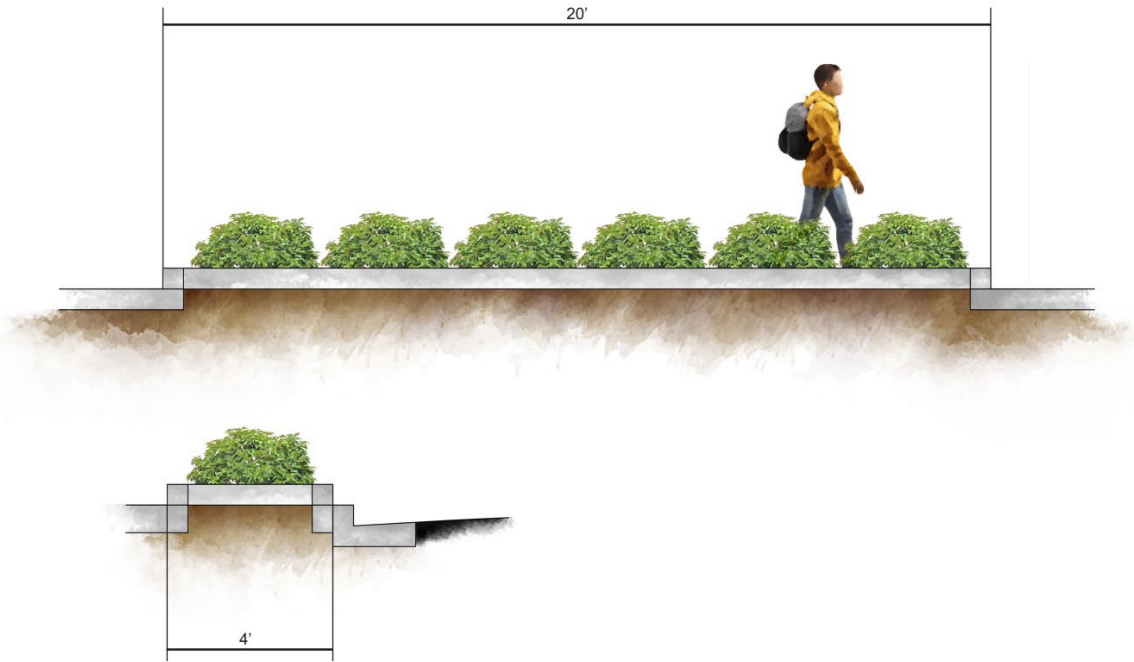
Mrs. MacDonald stated that the City Council discussed proposed changes to business license at the first meeting in November, and the feedback from the Council was favorable in changing the renewal dates from the end of the year for all licenses to the end of the month a business license was approved in. There was a question on how to handle the existing licenses, and it was decided that a policy needed to be set in place for existing businesses. Katie Hansen, who is designated as the Business Licensing Official in her role as Deputy City Recorder, created an Excel spreadsheet breaking down the businesses per month and assigning business expiration months in a logical fashion. If the business has an additional license, the business license would be renewed the following month to allow the business owner time to send in the new additional license. Preschools would renew in July when school would not be in session. Commercial business would not change as businesses close out their books on December 31st. Due to this item taking time to get placed back on the agenda, licenses for the 2023 year needed to be renewed and sent out making this process not be able to take in effect until the renewal period for 2024. Council Member Chatterton asked what would have to happen to start at the first of the year, not the total program, but the new businesses coming in. Mrs. MacDonald stated once the ordinance is adopted at the next meeting, starting in January of this year it would take effect for all new businesses. Council Member Swenson stated that existing businesses would need to be given noticed that the expiration date is changing. Mrs. Hansen stated a letter would be placed with the business license when mailed out informing them of the change and to note the month their license expires. There were no additional questions.

The Council set a public hearing on the proposed changes for the December 20, 2022 meeting and will continue the discussion and possibly consider approval of the changes at that time.

6. Discussion Regarding 2000 W Landscaping – Mr. Boyd Davis

Mr. Davis stated that earlier this year, the City Council reviewed the landscaping options for the next phase of the 2000 West widening project that will begin next year. The Council asked that trees be planted and stamped concrete done on the west side of the road. However, Staff has been informed that trees will not be allowed due to a secondary water line that will be in the same location. As such, UDOT has asked the City to consider other options. The designers of the project, JUB Engineers, has recommended planter boxes contain shrubs which would be compatible with the water line and easy to remove if repairs need to be completed. This concept would be consistent with the landscaping Clinton City will be doing. The proposal would be for curb and gutter, a park strip that is 4-1/2 feet wide, a raised curb around the park strip and then shrubs. The planter boxes are 20 feet in length and then a gap of 40 feet between each planter box. Mr. Davis is seeking comments from the City Council regarding this.

Mayor Vincent asked if there was any other option for trees to be installed and Mr. Davis stated there is not. Council Member Chatterton asked if there is a selection of shrubs to choose from to help create a distinction between Clinton City and West Point. Mr. Davis stated there were options given. Mayor Vincent asked if this is only on the west side of the road and Mr. Davis stated it is as the Council decided to do the east side all stamped concrete. Mayor Vincent stated the west side had planned to contain a wider sidewalk as part of a trail system and asked if this would impact that. Mr. Davis stated the west side has been designed to be 10 feet wide for the trail system and that does not include the park strip. Council Member Lee asked regarding the cost and Mr. Davis stated UDOT has not discussed cost and it was his own estimate. The planter boxes will be more expensive than the trees due to the concrete curb. If money becomes an issue, the concrete curb can be eliminated and do shrubs only.



Mayor Vincent asked which would be easier for maintenance. Mr. Davis stated that in regards to maintaining the plants, it would be about equal. However, if repairs were to take place on the secondary water line, it would be harder to replace the planter boxes and raised curb but that would fall on Davis and Weber Counties Canal Company as it is their line. The planter boxes do add an appeal versus a standard park strip. Council Member Peterson stated there is a benefit to making it look nice. However, shrubs do die or need to be watered and trimmed to actually stay looking nice. He asked if there would be a water system, which Mr. Davis confirmed there would be. Mayor Vincent asked if the care and maintenance of the shrubs would fall on the City and Mr. Davis stated correct. Council Member Peterson stated he has some concerns about that. Council Member Chatterton asked if the curb could be a high back curb and eliminate the cement above. Mr. Davis stated there has not been discussion about that and he doubts UDOT would allow it as they have very specific standards for curb and gutter on roads but he will inquire.

Council Member Swenson asked about the thickness of the concrete box and if it would be a safety issue; Mr. Davis stated he believes it is about 6 inches tall. Council Member Peterson stated regarding the side view of the drawing provided, there is curb with a top and then the rise of the box with a top. If a car was parked in this area, it could potentially create a tripping hazard and how one would go about going over that part. Mr. Davis stated the raised boxes are only 20 feet long so there is a gap for walking purposes.

Mr. Laws asked if this could be a plowing issue in the winter as the snow would pile on top of these shrubs or if the salt from the roads would adversely affect the shrubs. Mr. Davis stated that is a good thought and the designers brought up this point and are selecting specific shrubs that would be able to resist the salt. Due to this, it would not be possible to select any shrub, but only from those that have the ability to survive those conditions.

Council Member Peterson asked if there are other alternatives to avoid maintenance. Mr. Davis stated that xeriscaping can be done with colored rock or stamped concrete. Mayor Vincent asked when a decision needs to be made and Mr. Davis stated before construction starts, possibly this spring.

The Council will continue the discussion at a future meeting.

7. Other Items

No other items were discussed.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
December 6, 2022**

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on December 6, 2022 at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 844 8627 9542 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Peterson, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; and Katie Hansen, Deputy City Recorder

EXCUSED: Paul Rochelle, Public Works Director; and Casey Arnold, City Recorder

VISITORS PRESENT: Jacob Orton, Angelina Orton. No sign-in required for those attending virtually.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Prayer or Inspirational Thought** – Given by Katie Hansen
- 4. Communications and Disclosures from City Council and Mayor**

Council Member Swenson had no comments.

Council Member Judd expressed her appreciation to the Staff who post on social media as it gives residents a glimpse into some of the things they may not normally see. Additionally, she wanted to acknowledge and thank all the Staff in the many things they do that are not part of their job description. She also wanted to remind everyone that tomorrow is Pearl Harbor Day and the sacred remembrance for those who came before us and those families who sacrificed to have our country what it is today.

Council Member Peterson had no comments.

Council Member Chatterton had no comments.

Council Member Lee had no comments.

Mayor Vincent had no comments.

5. Communications from Staff

Mr. Laws stated the Child Remembrance ceremony is being held this evening and Ms. Arnold is down at the cemetery leading this Ceremony. The Cemetery Luminary will be held on Friday, December 23rd. They welcome all residents and volunteers to come help place sand and candles in bags and place them around the cemetery, which will start being done at 4 PM. The luminary bags create a very inspiring view when all completed, and he invited all to visit the cemetery that night to see it.

Senior lunch will be held the following Tuesday. Due to space, attendance is limited to 120 people and RSVP's are required; it is already very close to reaching that number.

Mr. Laws thanked all who came out to the City Christmas party held on Friday evening. It was a great turnout and a wonderful evening and he appreciated all who was there.

Mr. Laws sought feedback from the Council in regards to a request made from Ace Recycling & Disposal. They have approached the City with a request to switch up collection days. Currently they collect on Tuesday's on the east part of town and on Thursday's the west part of town. They would like to be in the City everyday and are proposing to split the City into 4 zones. There are pros and cons and he would like to get feedback from City Council. Staff feels there has been enough upheaval already and reluctant to change. In the contract signed with the City, it does state the schedule would not change, but there is an understanding for the change and if they were in the City every day, it might be easier to collect a trash can that might have been missed. Staff informed Ace they would speak with City Council and receive feedback. It seems like it would be a whole new schedule and communication would be key and they would need to be flexible in collection while residents adjust to the new schedule. The most recent change was with recycling that was split up into 4. Mr. Ryan Harvey clarified that the original proposal was to have the City split into 4 zones and they have now asked for 5 zones, so they would be in the City collecting trash 5 days of the week.

Mayor Vincent asked if Ace is having to come back to the City every day and Mr. Laws stated he did not think so. Mayor Vincent asked if they are not coming back every day and they would like to be here, what is the real reason to change and split. They want to be here every day as they are having a hard time getting the job done in the same day and would like to finish earlier in the day. Mayor Vincent asked if Econo Waste did the same thing and Mr. Harvey stated Econo Waste started earlier in the mornings and had more drivers where Ace only has 2-3 drivers. Mayor Vincent stated he thought Ace was one of the bigger companies. Mr. Laws stated they do have a lot of contracts but like many others, are having a difficult time finding drivers as well as trucks. When the bid went out for a new trash hauler, there were several companies who did not put a bid in due to staffing issues as well as garbage trucks are very hard to get in right now. Mayor Vincent stated if the Council said no, would this be an issue for the company. Mr. Laws stated it would not, but it is an all-day job. They would like to collect faster. Council Member Chatterton stated he would prefer to leave it as everyone is use to it, especially where a changed was just made, let them fulfill their end of the contract. Mayor Vincent asked how long the contract was for and Mr. Harvey stated he believes it was for 3 years. Mr. Laws stated he is unsure on that part of the contract and if it clearly specifies collection days. Ace agreed to honor the days already set in place. It does need to be acknowledged that as the City grows, it will be difficult for them to keep to 2 days and the City needs to be flexible in that regards. He does not feel it has gotten to that point yet. Council Member Peterson stated he agrees and disagrees with Council Member Chatterton. He would prefer for it to stay how it is currently, but in reality, he is unsure that the contract dictates times. There might have been some feelings at the signing of the contract that nothing would need to change or just not so quickly. Ace does need to run a business and the City has a contract for that service and it should be up to Ace on what would be most efficient for them. Mr. Laws stated for clarification, the change on recycling was a change Econo Waste made. This is the first request made by Ace.

Council Member Lee stated if a change is necessary, the change should be phased in and not effective immediately; he suggested that it not take effect for several months to allow adequate time for communication to get out to all residents. Mr. Laws stated they would certainly do that if the change was made and it would be Ace's responsibility to do what is needed to notify residents. Council Member Lee stated as long as it is phased in, that would be better than a short notice. Council Member Judd stated she does like what Council Member Peterson stated about they need to run their business efficiently and also had questions regarding messaging to all residents. Mr. Laws stated the majority would fall on Ace but the City would assist. Council Member Judd is not averse to switching it as long as the message gets out. Council Member Swenson stated she worries about noticing and notes there are families who are not use to having the garbage picked up until later in the day and pull the can back in not knowing it has not been emptied. She also worries about the elderly, but if the company needs to spread it out in the week, hopefully they would be willing to pick up those who might miss their garbage day. Mayor Vincent asked Mr. Laws if there are any other pros or cons and Mr. Laws stated the biggest con would be the disruption and change that all residents would have to get used to. Council Member Judd asked how would the holidays affect the schedule and Mr. Laws stated that is a good question that would need to be asked. Mayor Vincent stated that the Council is open to more consideration of the proposed change.

6. Citizen Comment

No comments.

7. Youth Council Update

Jacob Orton, Youth Council City Manager, and Angelina Orton, Youth Council City Treasure, presented an update on what the Youth Council has completed. Mr. Orton stated in November they placed flags on all the Veterans graves at the cemetery. They also had veteran, Boyd Kelly, come speak and inspire the youth. Ms. Orton stated they helped with the City Hall lightening ceremony and it was great to see so many Council Members in attendance. The youth council were able to carol and give out hot chocolate and help with line control while in the building. Mr. Orton stated in December, they will be helping with the cemetery luminary and filling the bags and placing candles. City Council stated they have done a great job and to pass on their thanks to all involved.

8. Consideration of Approval of Ordinance No. 12-06-2022 A, Approving the 2023 West Point City Council Meeting Schedule – Ms. Casey Arnold

Mr. Laws stated this ordinance is for adopting the meeting schedule for 2023, which is required by State Code to be adopted each year with the meeting dates for that year. The West Point City Council traditionally meets on the 1st and 3rd Tuesday of each month, with the Administrative Session beginning at 6 pm and the General Session beginning at 7 pm. Both sessions are open to the public. There are a few planned exceptions to this schedule in 2023: February 10th and 11th will be the annual Planning and Visioning Session, the July 4th meeting will be canceled for the Independence Day holiday, and the November 7th meeting will be canceled due to it being Election Day. The Council discussed in tonight’s Administrative Session the suggestion that the January 3rd meeting be canceled as well, as the Christmas and New Year’s holidays do not leave much office time for Staff to prepare the items for that meeting. Mr. Laws noted that all meetings can be canceled or adjusted as needed with proper noticing.

Council Member Chatterton made a motion to approve Ordinance No. 12-06-2022A, Approving the 2023 West Point City Council Meeting Schedule with the additional January 3, 2023, meeting be cancelled. Council Member Swenson seconded the motion.

Roll Call:

Council Member Lee - Aye

Council Member Judd - Aye

Council Member Swenson - Aye

Council Member Chatterton - Aye

Council Member Peterson – Aye

The Council unanimously agreed

9. Consideration of Approval of Resolution No. 12-06-2022A, Approving a Real Estate Purchase Contract with UDOT for Property on 200 S – Mr. Kyle Laws

Mr. Laws stated this was discussed earlier in tonight’s Administrative Session, and provided a brief summary of the purchase contract. The property consists of 16 acres of surplus UDOT property below the bluff by the Rocky Mountain substation between 200 South and 25 South and near Cold Springs Road. Staff has been working with UDOT the last few years to purchase this property. Unfortunately for the City, it was pushed to the side when the West Davis Corridor project began ramping up. But now the required clearance and approvals have finally been granted by UDOT. An appraisal was done in January and amended about a month ago to show a value of \$120,000 per acre for 16.25 acres for a total price of \$1,950,300. Staff believes this property provides a significant benefit to the City to purchase as the intent will be to use part of the property as the location for the new public work facility and to add more park space. Details and discussion of those planned uses will come in the future, but the before the Council now is the resolution to allow the Mayor to sign the purchase contract and close on the property.

Council Member Swenson asked Mr. Laws if the purchase contract has been reviewed by the City Attorney and Mr. Laws stated yes. Mr. Laws stated there has been a title report completed and it looks good. There are several easements for the property but all of them are in the roadway and there is nothing that would prevent it from being developed as intended.

Council Member Lee motioned to approve Resolution 12-06-2022A, Approving a Real Estate Purchase Contract with UDOT for Property on 200 S

Council Member Judd seconded the motion

The Council unanimously agreed

10. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn

Council Member Peterson seconded the motion

The Council unanimously agreed

APPROVED:

BRIAN VINCENT, MAYOR

February 21st, 2023

CASEY ARNOLD, CITY RECORDER

February 21st, 2023



WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL JUNE 21, 2022

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

Administrative Session 6:00 PM

Minutes for the West Point City Council Administrative Session held on June 21st, 2022 at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 891 2605 7625 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Petersen, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; and Casey Arnold, City Recorder

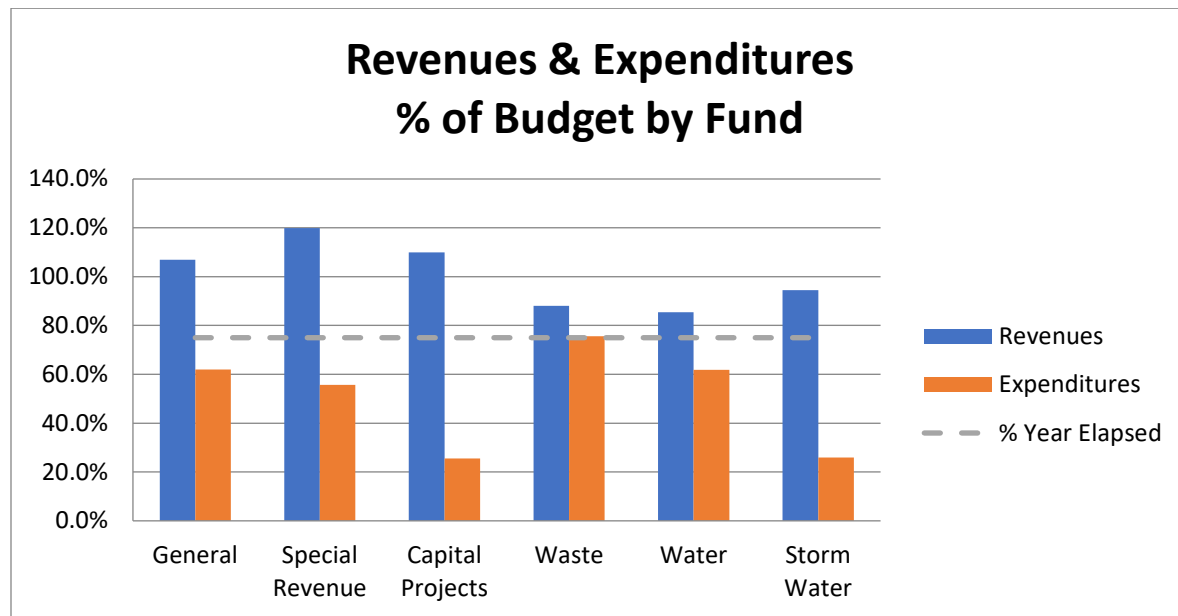
EXCUSED: None

VISITORS PRESENT: Tim Gooch, Richard Hoskins, Ruth Ann Henderson, Kent Henderson. No sign-in required for those attending virtually.

1. Quarterly Financial Update – Mr. Ryan Harvey

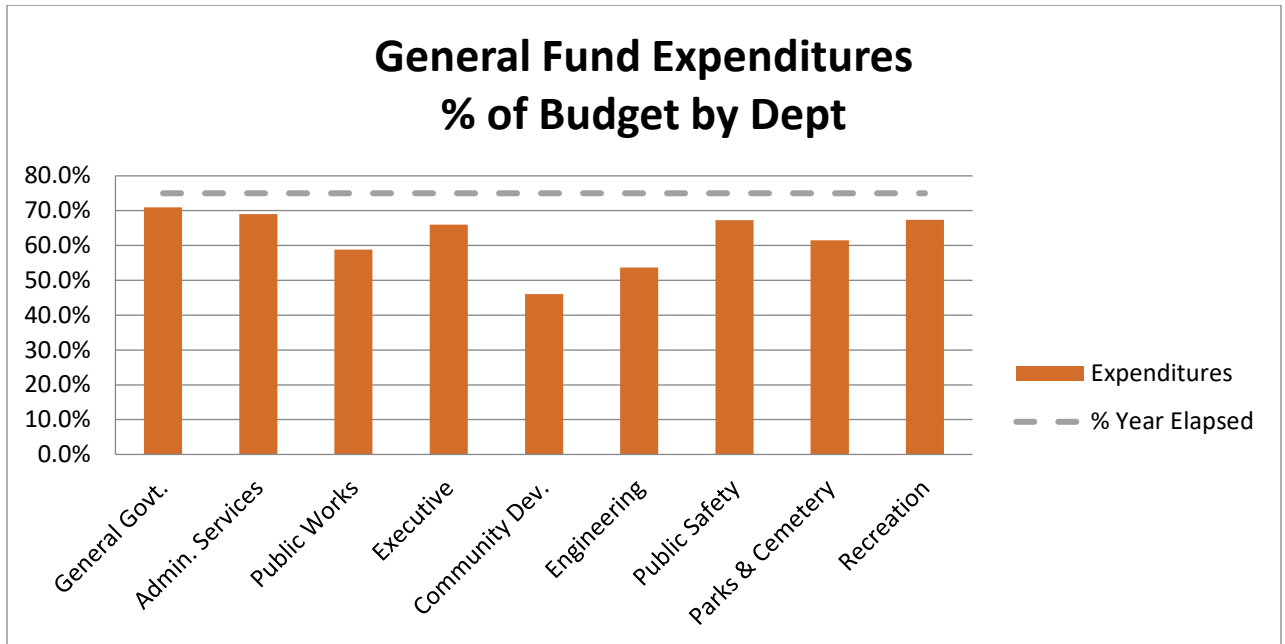
Mr. Harvey stated this 3rd Quarter report is being presented a few months later than normal, with the numbers reflecting the budget as of March 31st, 2022.

As shown in the first graph, revenues exceed expenditures in every fund within the City. With 75% of the year elapsed, revenues also exceed 75% in every fund. Expenditures are below 75% in each of the funds.



The only category of concern is the waste category. When the amended budget was completed, some capital projects required money out and that made the expenditures higher. As of May 31, 2022, the expenditures were over 100%, so there is an amendment during this meeting to correct it. In the end, revenues are ahead of expenditures, but the budget does need to be amended to not go over on expenditures.

The graph below shows how every City department is below the 75% line and no cause for concern.



2. Discussion Regarding the FY22 Amended Budget, FY23 Final Budget and 2022 Property Tax Rate – Mr. Ryan Harvey

Mr. Harvey stated due to the rapid growth in the City, both revenues and expenditures are higher for both sewer and garbage fees. In order to stay within the budget for the year, Staff is recommending the following increases:

Revenues

- Sewer Fees – From \$1,100,000 to \$1,380,000
- Garbage Collection Fees – From \$500,000 to \$565,000
- Greenwaste Collection Fees – From \$110,000 to \$120,000
- Recycle Collection Fees – From \$130,000 to \$142,000
- Can Purchase – From \$17,000 to \$40,000

Expenditures

- Garbage – From \$363,000 to \$500,000
- Greenwaste – From \$98,000 to \$100,000
- Sewer Collection and Disposal – From \$668,000 to \$868,000
- Sewer Impact Fees – From \$100,000 to \$151,000

These amendments will help to not overrun the expenditure budget.

The City Council at the last meeting on June 7, 2022, indicated they would like to continue the practice of going through the Truth in Taxation process each year. With that, the final budget will not be approved until August, and the City will operate on the Tentative Budget from July 1st until August. The final budget for the CDRA is not affected by property taxes, and so the final budget will be approved and effective at the start of the fiscal year (July 1st). There have been no changes since the Council adopted the tentative budget for the CDRA fund. The City received \$193,251 and the debt obligation is \$140,000.

In regards to the City’s Fee Schedule, Staff is proposing the following changes:

- Consolidating the Commercial Business License Fee into one line instead of listing them all out separately
- Changing Home Occupation from \$50 to \$0
- Adding a fee from the Large Format Printer of \$2 per ft. for regular paper and \$3 per ft. for premium paper
- Changing “Board of Adjustment” to “Appeals Authority”

- Eliminating “\$150 if notices must be sent out” from Conditional Use Permit – Planning Commission
- Adding General Plan Amendment application for ~~\$300~~ \$550
- Adding Final Site Plan Review Fee (Commercial) for \$600/site plan
- Changing the heading SITE DEVELOPMENT REVIEW to SUBDIVISION FEES
- Adding Subdivision Plat Amendment for \$300
- Eliminating Final Site Plan Review Fee (Commercial)
- Changing Storm Drain Impact Fee to \$3,674 per acre for Residential and Commercial
- Adding Sewer Impact Fee – Proposed Annexation Area for \$5,200/ERU
- Changing North Davis Fire District Impact Fee (Single Family) to \$181.13
- Changing North Davis Fire District Impact Fee (Multi-Family) to \$181.13
- Adding Swimming Pool under safety and inspection for \$150

Mrs. MacDonald noted the General Plan Amendment application should be \$550, not \$300 as that fee was adopted a few months ago.

There are a few additional fees Staff would like to discuss with the Council in July and adopt in August. They include:

- Re-evaluating garbage fees – with the increase in the fees that the City is paying to our new hauler, Staff is conducting an analysis and will come with a few options for increasing those fees.
- Staff is looking into an increased fee to high water users due to the lower amount of water that the City has been granted this year. This is for those using culinary water to water lawns when the secondary water is shut-off.

Council Member Swenson asked if the current fee schedule has the garbage included, but will be amended due to the new contract and Mr. Harvey stated correct. Currently, the fees are included but need to increase due to the hauler increasing their fee.

Mr. Harvey stated property tax rate needs to be decided at this meeting to set the maximum allowable tax rate. Every year the Council has set that percentage at the previous years rate. Because that percentage is higher than the certified rate than in normal years due to property values increasing, Staff wanted to give Council time to discuss and decide what the rate should be. Last year, the Council did adopt the mid-point between the previous year rate and certified rate of 0.000737. Mr. Harvey also added into the chart, the CPI for our region at 8.6% or 0.000699. Staff pointed out to the average resident if Council adopted the 2021 rate, 0.000831, it would be mean about \$5 per month/\$60 per year increase over the certified rate. Council Member Chatterton asked what was the average house income and Mr. Harvey stated he did not have that number as a study was completed and it stated on that study what the average home in West Point was.

Proposed Rate	Projected Revenue	Amount over Certified Rate
0.000831 – 2021 Rate	\$824,052	\$185,437
0.000820	\$813,144	\$174,529
0.000800	\$793,311	\$154,696
0.000780	\$773,478	\$134,863
0.000760	\$753,645	\$115,030
0.000740	\$733,812	\$95,197
0.000737 – midpoint	\$730,838	\$92,223
0.000720	\$713,980	\$75,365
0.000700	\$694,147	\$55,532
0.000699 – CPI 8.6%	\$693,155	\$54,840
0.000680	\$674,314	\$35,699
0.000660	\$654,481	\$15,866
0.000644 – 2022 Certified Rate	\$638,615	\$0

Below is a chart showing the Certified and Adopted Rates since 2006, the year that North Davis Fire District was formed. The highlighted numbers are the years the Council adopted a rate above the certified rate:

Year	Certified Rate	Adopted Rate	Revenue
2022	0.000644	TBD	TBD
2021	0.000792	0.000831	598,455
2020	0.000877	0.000910	544,484
2019	0.000859	0.000917	509,283
2018	0.000881	0.000917	459,924
2017	0.000902	0.000945	434,260
2016	0.000984	0.000984	400,443
2015	0.001005	0.001036	376,649
2014	0.000996	0.001036	356,700
2013	0.001041	0.001111	337,970
2012	0.001111	0.001111	313,495
2011	0.001008	0.001008	308,326
2010	0.000910	0.000936	302,867
2009	0.000876	0.000876	281,926
2008	0.000773	0.000895	281,925
2007	0.000834	0.000834	228,710
2006	0.000909	0.000909	199,212

Mr. Harvey stated that he recently attended a finance conference it was stressed that cities should not have a high dependency on sales tax revenue. In 2021, sales tax was 52% of the revenue into the General Fund. As it has steadily been increasing, it will be a challenge to not be too reliant on sales tax revenue. Property tax revenue was 16.6% for last year's budget.

Mayor Vincent asked Mr. Harvey that from what he has learned from conferences and discussions there with his peers, what would be considered as a "healthy budget." For example, what percentage of the budget should be made up from sales tax, what percentage of property tax, what percentage of other revenue, and so. Mr. Harvey stated that there really is no standard because cities are so different and revenue sources vary so greatly. However, it is clear that cities sales tax revenue can be so volatile that it is best practice to not rely too heavily on it. Mr. Laws stated it is often referred to as a 3-legged stool for the general fund revenues: Sales tax, property tax, and fees for services. He does not know if it is accurate to make them all equal, might be ideal, but feels most cities are not close to that – West Point is a little lopsided with over 50% as sales tax.

Mr. Laws stated in previous years around this time frame, the law enforcement contract is discussed in terms of the contract increasing. He and the Mayor have had conversations with the Davis County Sheriff, the County Auditor, and the County Commissioners regarding the contract. This last week he received a spreadsheet from Curtis Koch, Davis County Clerk Auditor, who stated they are trying to get a more precise cost per deputy. The current contract ends December 31, 2022. The County paramedic program will end at that time and be taken over by the fire districts and fire departments. The City will be faced with some decisions soon on how to proceed and feels there are some good options to look at. There is not a lot of information to share right now, but looking at the numbers, the current contract is for 12 hours per day of active patrol. The Sherriff and his administrative staff recommend with the size of West Point and its current makeup two deputy's 24 hours, 7 days a week. If that happened, it would be an increase of about \$250,000 a year for the next 5 years. They are willing to stretch that out over a 5-year period. For only one deputy 24 hours a day, 7 days a week, the price would be around \$125,000 a year. When looking at maintaining the property tax rate and holding the same rate as last year, that amount is about \$185,000. He does not know where that will end up, but the best-case scenario is \$125,000 increase in the mid-year for law enforcement. The City has known this is something they would be faced with and over the last several years were able to receive through the Sherriff's office a good deal with the paramedic program and County Deputy as they needed to be in the area for quick service. There will be more to come and this will be a significant cost with the law enforcement contract.

Mayor Vincent stated with the information given by Mr. Harvey and Mr. Laws, a decision needs to be made regarding the TNT. Mr. Harvey clarified stating what is set tonight will go to the residents as the maximum allowable rate. Council Member Petersen asked if it will look to residents as they are proposing that amount as an increase even if it just a cap and Mr. Harvey stated correct.

Council Member Chatterton asked if it is communicated that this is a cap and Mr. Harvey stated it is not clear. Council Member Petersen stated it is communicated as that is the proposed rate. Mayor Vincent stated Mr. Laws has shared with him the State has very specific language used for this and it is worded as an increase. Mr. Harvey stated it is an increase and it states they are

proposing this amount, the amount the City Council sets. It does not state that the City Council can accept a lower rate. Mr. Laws stated it does not give reference of maintaining the current rate and does not give language that the is a result of inflation and increase in home value.

Council Member Swenson asked if the certified rate is lower than last year's rate and it was answered yes. She appreciated the proposed range given by Mr. Harvey to help see the amount of the projected surplus which can go to the law enforcement contract. Mr. Laws stated the 2022 certified rate of 0.000644 is probably the lowest rate ever. Mr. Harvey stated that drop from 2021 rate to the 2022 rate is a significant drop and has not seen one like that before.

Council Member Petersen stated the police contract makes him nervous to do anything definite at this moment based on what the lack of knowledge and what the future could bring. He would not like to collect too much ahead of time due to the uncertainty and would like to wait and see what comes. For the sake of the notice and with residents and inflation, he feels if they are higher than the CPI (0.000669), they need to figure out in the budget where costs can be saved as residents are having to do the same with their income. The City is experiencing inflation as well in the form of gas, materials, labor, et cetera and that is a good benchmark and reality to remember.

Council Member Chatterton stated he would have it at the 0.000831 and set it high, but then bring it down knowing it is not going to go that high. It is easier to set it high in case something does come in versus setting it lower and not being able to go up high where it needs to be. He would like to have a little room. Council Member Petersen stated it is a 29% increase.

Mr. Laws stated in regards to the other agenda items that need to be discussed, to move on and discuss this in the general session. He proposed Council Members to think about it in the meantime. Mayor Vincent agreed. Council Member Judd sought quick clarification on if taxes increasing at the 0.000644. Mr. Harvey stated the idea is it should be the same as last year. Council Member Petersen stated property tax last year was 0.000831 based on an assessment of the valuation of the City. That created an amount that need to be met. With the property values going up, the law states the amount of money this year is not allowed to be more than the previous year. Valuation prices do go up which means the rate goes down, 0.000664. It is an adjusted rate due to the valuation going up. Therefore, each home should come out the same. The City will collect the money. Some homes will go up more than others, so in reality it will not be the same due to the fluctuation and rate. The component growth is not included in the rate, but is included in the total dollars collected for new property taxes on new homes. Council Member Judd stated that does make sense. Utah has lower taxes compared to other states and is worried about the same things Council Member Petersen is. Council Member Judd stated the City incurred higher wages from employees and other expenses. Mayor Vincent stated correct and that is why it is hard to keep it at that number when all of the cost. Council Member Petersen stated State law requires if it is changed from the previous year amount, it be called an increase even if it is just an inflationary adjustment.

The Council will continue the discussion and will consider approval in tonight's General Session.

3. Discussion Regarding the West Point City Fraud Risk Assessment – Mr. Ryan Harvey

Mr. Harvey stated this is a new requirement as of two years ago and needs to be completed each year and presented to City Council before the end of the fiscal year. When the Risk Assessment first came out, there were a few items that needed to be created and corrected, but now they are in place, the City scored 395/395. There was a risk question that was scored higher and the City answered "Mitigating Control" on that question due to the small size of the City and certain positions having to overlap, but the City is currently doing all that is possible.

Council Member Petersen asked if there is an audit committee. Mr. Harvey stated yes and it involves the City Manager, Administrative Services Director, and a hired accountant. The audit is submitted to and verified by the State. Council Member Petersen recommended a Council Member (and not him) be placed on the audit committee to be in those meetings. This suggestion will be considered and discussed in future meetings.

The Council had no further discussion at this time.

4. Discussion Regarding At-Large Animals as Addressed in City Code – Mr. Kyle Laws

Mr. Laws stated eight years ago, the City Council adopted an amendment to the animal ordinance and exempted cats from the "At-Large" definition. At that time the practice of Animal Care of Davis County was to take at-large cats back to the shelter for holding until the owner claimed their pet and paid a \$40 fee. There were several residents who had issues with this practice because of

another Animal Care policy that would allow feral cats to be returned to the location of capture after being vaccinated. Some of the residents claimed their neighbors were trapping their domesticated cats and turning them in to Davis County Animal Control. Because they were considered domestic, the residents had to pay a fee to retrieve their cat from the shelter. These residents claimed they have cats for the primary purpose of catching mice and keeping them out of their homes and that they cannot do that job if they have to remain in the house all the time.

In recent months, the Animal Care officers have had many complaints about at-large cats and they feel constrained by the Code. The officers feel that there is nothing they can do to help with the issues because of the definition in our Code. After discussing the reasons behind the Code change with the officers, they explained their current practice regarding cats. They informed Staff that they do not have room for cats at the shelter and if they pick up a cat that has identification they will return it to the owner rather than taking it to the shelter. This change in practice certainly changes the need to exempt cats from the at-large definition. The officers suggested we consider a change to remove the exemption and allow them to address the at-large problems they are getting calls on. Knowing their change in practice, Staff believes a change would be appropriate and necessary. If this is protecting the residents who have cats for that purpose and they are able to get their cat back without having to pay money for it, this will allow the animal control officers to take care of "at-large" nuisance cats and have a better control over the issues they are seeing. This is for discussion only and if the Council agrees, then it will be on for resolution at the next meeting.

Council Member Judd asked if the resident has to pay a fee for the cat being a nuisance. She feels it is great animal control is willing to bring the cat back to the owner, but is curious. Mr. Laws stated it depends on the category. If it is a nuisance or problem cat, animal control will take it and the owner will have to pay to get it back. If it is just roaming and not being a nuisance and animal control picks it up or another resident picks the cat up and calls animal control, animal control will take it back to the owner. They do track how often a cat is picked up and if it has to be taken back multiple times, they will enforce more.

Mr. Laws stated animal care is becoming a full department of Davis County and when that does happen, there will not be multiple city codes to follow. The City will be asked to give up a portion of the property tax in the amount that has been paid to animal care for them to completely take over animal care and control and at that point, this Code will disappear.

The Council had no further discussion and will consider approval of the At-Large Animal Code change at the next meeting.

5. Discussion Regarding the West Fields Subdivision (Located at Appx. 814 N 4000 W) – Mrs. Bryn MacDonald

Mrs. MacDonald stated the applicant, Travis Taylor, is seeking final plat approval for a proposed subdivision called West Fields, located at approximately 814 N 4000 W. This development consists of 9.75 acres and is located in an R-2 zone with a max density of 2.7 units per acre. This development will consist of 26 lots ranging from 10,000 to 13,000 square feet. It will have public streets. There is a detention pond. The home located on the corner of 800 N and 4000 W will be removed. Staff's only concern was the access to the property north, part of Bennett Legacy. They spoke with Erik Craythorne who stated the access into the area is fine.

Council Member Petersen asked if there was adequate storm drainage onto 4000 W or where it needs to go. Mr. Davis stated yes as it will flow into the detention pond which will empty into the storm drain on 4000 W. There is a 24" or 30" pipe in that area.

Richard Hoskins, 3831 W 800 N: Mr. Hoskins stated the road on the east side of the development at the north does not line up with the future road for the Craythorne property. Also, if the City does expand Loy Blake Park and create a road at 3750 W and take it north to 800 N, it will leave an island of land, 74 feet wide, between his property and that future road. He does like the concept of the subdivision and wishes the lot sizes were a little bigger, but wanted to bring that to the Council's attention to potentially look at and correct.

Council Member Petersen thanked Mr. Hoskins for that information and stated further east on 800 N behind the Sun Meadows development, future road property is designated there for 3500 W to continue north. For this new subdivision, there is not a road designated, but appears to fit within the blocks and asked Mr. Davis if a road should go there as further north there is not property set aside for a road. Mr. Davis stated he has had similar thoughts, but has not been able to do a full review on this one yet, as this is just discussion. One thought he has had is if it should be a shared access between the properties or could it be shared. Another option would be to move the access road on this plan to the west but then it would run into Mr. Hoskins house. The only option would be to keep the access road where it is at or move the access road to the east property line. Mr. Davis stated they did have it once proposed in the center and that was probably due to this very problem. Mayor Vincent asked Mr. Davis to work with the applicant and Mr. Davis stated he would. Mayor Vincent thanked Mr. Hoskins for bringing that up.

Staff was instructed to work on a solution and the Council will continue the discussion in future meetings.

6. Discussion Regarding the Legacy Storage Subdivision at Appx. 4180 W 1800 N (Applicant Tim Gooch) – Mrs. Bryn MacDonald

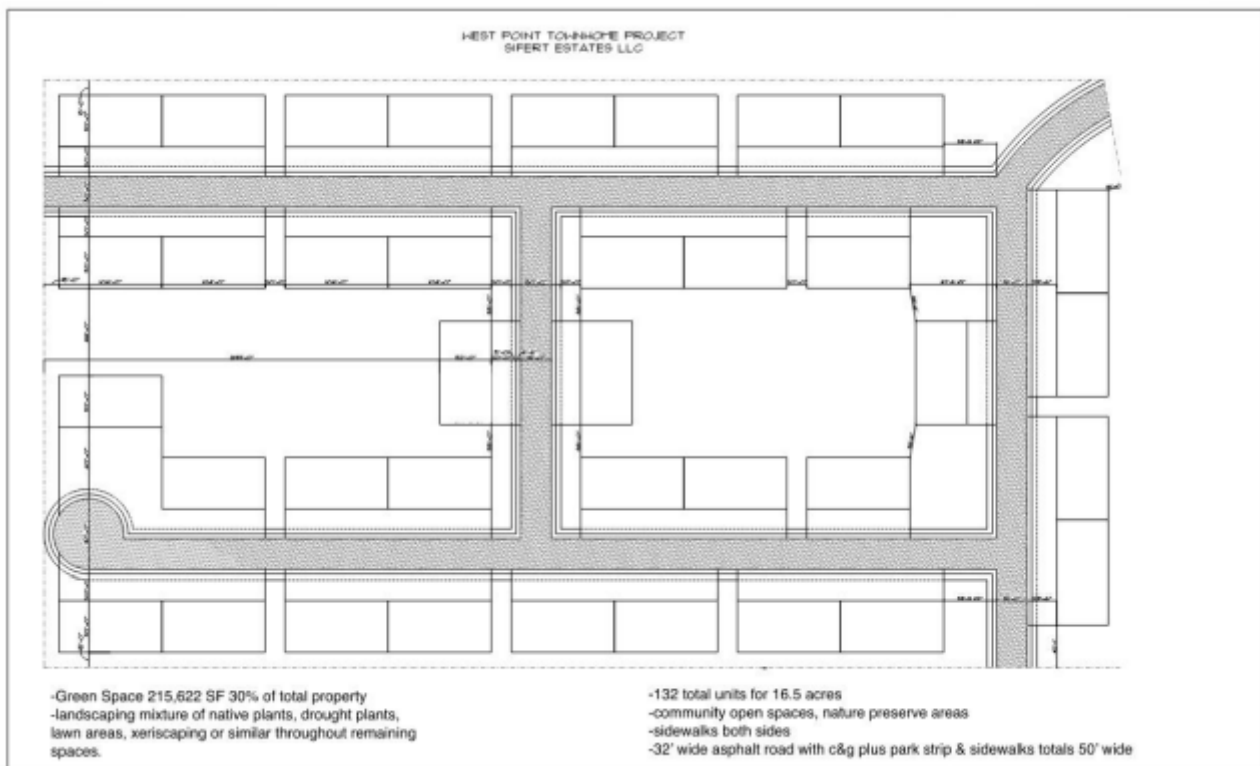
Mrs. MacDonald stated the applicant, Tim Gooch, is seeking final plat approval for the Legacy Storage Subdivision, located at approximately 4180 W 1800 N, a 2-lot commercial subdivision. A one lot subdivision was approved for this property in November 2021. The applicant has since determined that he would like to create 2 lots and is going through the subdivision process again. This is not amending anything as the first lot was never recorded. When the lot is developed, the applicant will need to come back for site plan and details.

Council Member Chatterton asked if lot 2 would be a flag lot. Mr. Davis stated on commercial is it not considered a flag lot. It does look like one, but it is not residential.

The Council had no further discussion and will consider approval of the final plat at the next meeting.

7. Discussion Regarding a Development Agreement and Rezone of Property at 1800 N 4500 W from A-40 to R-4 – Mrs. Bryn MacDonald

Mrs. MacDonald stated this property is the school district property located on 1800 N 4500 W. The application is to rezone the property from A-40 to R-4. It was recently changed on the General Plan to R-4 and the applicant is now asking to match the General Plan. There is a proposed development agreement attached. Mrs. MacDonald showed the Council a proposed site plan that has been seen in other previous meetings.



There was an original discussion where the applicant was seeking more density in an R-4, around 9-10 units per acre. The applicant has since come back stating only 8 units per acre which falls inline with R-4. The development agreement basically states up to 132 residential units as long as it falls within the guidelines of the Code. The site plan and subdivision still need to go through the process to ensure it meets the Code. If the 132 units does not fit within all the requirements, it would need to be changed. The development agreement states landscaping and amenities will be approved with the site plan as well as building elevations. Architectural requirements have been included such as brick, hardy board and no vinyl siding. Road improvements will take place on 1800 N and 4500 W including the 8-foot landscape buffer and fencing on both roads. The wetlands on the property need to be studied and engineered and if it is found to be designated as wetlands or jurisdictional wetlands, that space will not count towards the 30% open space required. The applicant can come back and seek an amendment to the agreement.

Mayor Vincent stated in regards to the number of units, 132, the wetlands will play a role if the applicant can fit that number in that parcel of ground. This will be discussed more in the general session.

8. Other Items

No other items were discussed and the Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
JUNE 21, 2022**

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

General Session
7:00 PM

Minutes for the West Point City Council General Session held on June 21st, 2022 at approximately 7:15 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 891 2605 7625 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Petersen, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee

EXCUSED: None

CITY EMPLOYEES PRESENT Kyle Laws, City Manager (*attending virtually*); Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Tim Gooch, Richard Hoskins, Ruth Ann Henderson, Kent Henderson, Sid Parker, Lanny Ellis, Rick Twitchell, Rick Scadden, Brett Johnston, Bryan Bayles, Allen Clemons. No sign-in required for those attending virtually.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Prayer or Inspirational Thought** – Given by Council Member Chatterton
- 4. Communications and Disclosures from City Council and Mayor**

Council Member Swenson – Would like to recongize the West Point Youth City Council and the nice award ceremony they held the previous Wednesday evening. Along with Council Member Chatterton and Council Member Lee, she was able to attend the ceremony and felt that the Youth Council Members should receive more credit than they sometimes do because they do such a great job. She expressed her appreciation to all who work with the Youth Council because it is a great way for the youth to know more about city politics, and for all the effort that they put in for City events and all the service hours they are able to do.

Council Member Judd – None

Council Member Petersen – None

Council Member Chatterton – None

Council Member Lee – Reminded everyone the Party at the Point is coming up and is excited and hope everyone plans to attend. He stated there are three Council Members that are on the Fire District Board and wanted share with them about something special he witnessed. He witnessed a fire truck (not on a call) headed toward the park and came across a lemonade stand in the neighborhood. The fire truck turned around in a cul-de-sac, turned on the truck lights and siren, and pulled up in front of the stand where they all purchased lemonade. He stated it was fantastic to see the young kids so excited to see the fire truck and for them to purchase lemonade. He would like those Fire District Board Members to share that with the department as it makes this community even better to live in.

Mayor Vincent – None

5. Communications from Staff

Mr. Laws stated in regards to Council Member Lee’s comment on the Party at the Point, some of the activities are split up a little different this year due to the 4th being on a Monday. The golf tournament takes place on Friday, July 1st with the 3-on-3 basketball event taking place on Saturday, July 2nd. The rest of the festivities will take place on Monday, July 4th. Usually the basketball event is held the night before, but did not want to hold it on a Sunday evening.

Mr. Laws gave a report on the movie in the park event held on June 10th. It was a wonderful event with around 400 people in attendance. Movie in the Park has not been held for a few years and when it was held, the attendance number was maybe half this amount. As this was the first one with a popular movie, he hopes the turnout will continue in the future. The food vendors did well and felt it was a great time.

6. Citizen Comment

Sid Parker – 3017 W 1050 N: Mr. Parker stated he would like to get on the agenda of the City Council to discuss some City ordinances that he feels are over reaching and over bearing. He received a citation from Bruce Dopp, Code Enforcement Officer, on items he feels are overreaching into whether his property is private property and where those boundaries are set for him to issue a citation for items on his driveway, vehicles in his driveway, and other items of that nature. He understands this is not a discussion period. He stated he could fill this room with neighbors who also feel are being mistreated by the City and the City ordinances. His desire is to be placed on a future meeting to openly discuss the matters and be productive. Mayor Vincent stated he will work with City Staff to contact Mr. Parker to get something set up. Mr. Parker stated he has been in contact with City Staff who have stated they are enforcing the ordinances set by the City Council, so he is now asking to meet with City Council to discuss these matters.

Rick Twitchell – 1885 W 75 S: He has lived in West Point since 1977 located near SR-193. He stated he hears the traffic noise and would like to propose an air-break sign in the area as everyone uses an air-break. He knows other places have them and he would like one located there to help. He realizes SR-193 is a State Road but asked if that is something the City Council can look into. Mayor Vincent stated that is something that can be looked into. Mr. Twitchell stated he recently retired as a junior Jazz coach for West Point. He started in 2003 and left in 2022. He also had something to do with the West Point City Wipeout. He is the one who originated it and designed the t-shirts. He would like to tell people the story about it because no one has ever asked. He asked for full-control of it for one reason. He was jealous because the gentleman who runs the program in Syracuse would not let his son play over there even though he himself coached for 4 years in Syracuse and his son played there for 4 years. He knew the tournament there was going to fail and the West Point tournament was going to succeed. He would have loved to see this gentleman come and ask to play in this tournament and for him to say no, but he didn’t do that because he could not do that at that point in time and he wanted everyone to know this story because no one has ever asked about it. Mr. Twitchell also expressed that he would like to receive a letter of service to recognize his contributions to the tournament and recreation program.

7. Presentation of the 2022 Grand Marshal Award – Mayor Brian Vincent

Mayor Vincent stated Kent and Ruth Ann Henderson have been residents of West Point for 54 years. They have 3 children, 15 grandchildren, and 1 great-grandchild. On any given summer afternoon or evening, you would be able to find the Henderson’s down at the park watching a baseball game of one of the many grandchildren or in the winter, watching them at the basketball courts. Kent served in the Army National Guard for 37 years and spent 39-1/2 years working at Hill Air Force Base as an accountant. He began his service to West Point in 2006 as a member of the Planning Commission before becoming a City Council Member in 2009. He served in that position for 13-1/2 years when his term ended in 2021. Ruth Ann was a kindergarten teacher in Davis County for 32 years. They have spent the last 20 years volunteering at the City’s Party at the Point celebration on July 4th, particularly with the golf tournament and 5k events. Much of their lives have been spent serving the residents of West Point. They were presented as the Grand Marshal’s for 2022 and presented with a plaque.

8. Consideration of Approval of the Minutes from the February 15, 2022, West Point City Council Meeting

Council Member Petersen motioned to table the minutes until the next meeting
Council Member Chatterton seconded the motion
The Council unanimously agreed.

9. **Consideration of Resolution of No. 06-21-2022A, Approving the FY2022 Amended Budget for West Point City – Mr. Ryan Harvey**
Mr. Harvey stated the amended to the budget is in regards to the Waste Fund, wherein expenditures for garbage, green waste, sewer collection and disposable, and sewer impact fees are higher than projected. As such, revenue funds for sewer fees, garbage collection fees, green waste collection fees, recycle collection fees, and can purchase are also proposed to be increased. The budget will still be balanced, as the increase in expenditures is off-set by the increase in revenues.

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments

Council Member Lee motioned to close the public hearing

Council Member Judd seconded the motion

The Council unanimously agreed.

The Council had no further discussion.

b. Action

Council Member Chatterton motioned to approve Resolution No. 06-21-2022A, Approving the FY2022 Amended Budget for West Point City

Council Member Swenson seconded the motion

The Council unanimously agreed.

10. **Consideration of Resolution No. 06-21-2022B, Approving the FY2023 Fee Schedule for West Point City – Mr. Ryan Harvey**
Mr. Harvey stated this was discussed in detailed during the work session. As a reminder, under section Planning and Zoning fees, the General Plan Amendment Application should read as \$550, not \$300.

The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 06-21-2022B, Approving the FY2023 Fee Schedule with the one modification of the General Plan Amendment application to \$550 instead of \$300

Council Member Lee seconded the motion

The Council unanimously agreed.

11. **Consideration of Approval to Set the Maximum Allowable Property Tax Rate for Truth in Taxation Hearings – Mr. Ryan Harvey**
Mr. Harvey stated this was discussed in the work session. The certified tax rate has been set by the County at 0.000644. Last year, 2021, the tax rate was set at 0.000831 and the Council chose to go with a midpoint between the previous year's rate and the certified rate. He provided the Council with a table listing the rates and the different amounts between them. As discussed in the work session, if the 2021 rate was adopted it would be an average of \$5 per month/per household equaling out to \$60 per year/per household. What the Council adopts is what will be sent out to residents in the mail for tax notices and it is the maximum allowable rate. The Council may accept anything below that.

Council Member Lee reiterated Council Member Petersen's comments made in the work session stating residents are dealing with higher inflation and he feels it is their duty to help mitigate anyway possible that increase and to look at other possible solutions where revenue can come from. If feels this is being felt nationwide and any relief the Council can give, that is their due diligence.

Council Member Chatterton stated the rate that is adopted and advertise is not necessarily the final rate. The Council has been pretty consistent with going with a lower rate than advertise in years past. The reason Truth in Taxation is done is due to all the different variables and the Council does not know what will happen in 2 months and several things have the ability to change in that timeframe. He would rather set a rate a little higher knowing that rate will most likely not be the final rate, given the past history.

Council Member Judd stated she would not like to recommend anything lower than the CPI, 0.000699, and agrees with Council Member Chatterton on setting it a little higher, but is okay to accept the midpoint, 0.000737.

Council Member Swenson stated during the work session discussion, she narrowed in on the midpoint with the hopes to go lower. Everyone has seen increases in property tax year after year along with increase in home valuation causing the residents with fix incomes added stress. The most she would like to advertise is the midpoint hoping to be able to go down to the CPI rate or lower. She does understand there are still a few budgetary items unknown and a midpoint would be a good starting point with the hope to go lower.

Council Member Petersen stated he would like to stay as a maximum rate as possible as Council Member Chatterton stated these are maximum amounts that could be chosen and the Council can always go lower, never higher, once set. He would prefer it to be set no higher than the CPI rate.

Mayor Vincent asked Council Member Chatterton if he was okay with the midpoint and Council Member Chatterton stated he was good with that. Council Member Petersen stated the midpoint is a little too high. Council Member Lee stated he feels it needs to be lower to give our residents a break.

Council Member Petersen stated it would be nice to give our residents a break, but a break would be no tax increase at all and accepting the certified tax rate. He sees a lot of different situations in his occupation that show the inflation happening is significant and is sensitive to the high rate; however, the City deals with inflation as well and without the increase, the City does not have any way to pay for the additional items that are caused by inflation. There does need to be an increase to help the City function at the same level. He does not want to go above the CPI rate.

Council Member Chatterton motioned to set the allowable property tax rate for truth in taxation at 0.000737 as the advertise rate. Council Member Judd seconded the motion

Mr. Laws clarified that this would be the maximum allowable rate, not the advertise rate.

Council Member Chatterton amended his motion for 0.000737 as the maximum allowable rate
Council Member Judd seconded the motion

Roll Call:

Council Member Lee - Nay
Council Member Chatterton - Aye
Council Member Peterson - Nay
Council Member Judd - Aye
Council Member Swenson - Aye

The motion passes 3 to 2 as 0.000737 as the maximum allowable rate.

12. Consideration of Ordinance No. 06-21-2022A, Amending WPC Section 17.70.060 – Accessory Dwelling Units – Mrs. Bryn MacDonald

Mrs. MacDonald stated at the June 7, 2022, City Council meeting, this item was discussed and it was determined to hold a public hearing this meeting. As the Council is aware, State Code has been making changes relating to Accessory Dwelling Units (ADUs). One of those changes involved in this ordinance is to permit internal ADUs (basement apartments). Other changes involved updating the requirements for ADUs as well as making text additions. Definitions have been added for internal, detached, and attached ADUs. A general standard added is to require a no-fee permit application to help track ADUs as State Code will require municipalities to track the number of ADUs and this application will help with that process. Other changes are the owner of the ADU must either occupy the ADU or the primary resident, cannot be short-term rental (less than 30 days), and the utilities must be the same as the primary dwelling. Internal ADUs cannot alter the appearance of the home to look like a duplex. Attached ADUs shall not exceed 50% of the square footage of the habitable area and in no case exceed 800 square feet. Some detached ADU standards are as follows:

- Detached ADUs shall be placed on a permanent foundation
- Detached ADUs shall have a similar appearance as the primary unit
- Detached ADUs may not be built within a recorded easement.

- For detached ADUs, the maximum size limit shall be based on the minimum lot size as specified in Table 17.70.060-1
- Mobile homes, recreational vehicles, or shipping containers shall not be considered a detached ADU
- An ADU shall not be sold separately or subdivided from the principal dwelling unit or lot unless compliant with subdivision regulations
- Detached ADUs shall follow the same regulations for lot coverage as outlined in Section 17.70.030(A)(2)
- No basements are allowed in detached ADUs

After speaking with the Fire Marshall regarding fire regulations for detached ADUs, the following wording was created:

- The maximum distance from a fire hydrant to the front entrance of the detached ADU shall not be greater than 500 feet as the “hose lies
- No portion of the detached ADU shall be further away than 150 feet from the public road.

The following tables are two options the City Council can adopt. Both tables outline requirements for all three types of ADUs. The first table outlines requirements if the City Council would like to adopt a detached ADU with a single story and a 2-story. The second table outlines requirements if the City Council would like to adopt a detached ADU with only a single story.

Table 17.70.060-1

	<u>Detached ADU</u>			
	<u>Internal ADU</u>	<u>Attached ADU</u>	<u>Single Story</u>	<u>2-Story</u>
<u>Location</u>	<u>Part of Primary Dwelling</u>	<u>Attached to Primary Dwelling</u>	<u>Rear Yard Area</u>	<u>Rear Yard Area</u>
<u>Minimum Lot Size</u>	<u>6,000 sf</u>	<u>6,000 sf</u>	<u>10,000 sf</u>	<u>15,000 sf</u>
<u>Size Limit, Habitable</u>	<u>No Limitation</u>	<u>50% up to 800 sf</u>	<u>650 sf (on lots less than 12,000 sf)</u> <u>800 sf (on lots greater than 12,000 sf)</u>	<u>800 sf</u>
<u>Maximum Height Limit</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>No taller than the primary dwelling</u>	<u>30' to Roof Peak</u>
<u>Minimum Side Setback</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>10'</u>	<u>10'</u>
<u>Minimum Rear Setback</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>10'</u>	<u>25'</u>
<u>Off-Street Parking</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>

Table 17.70.060-1

	<u>Internal ADU</u>	<u>Attached ADU</u>	<u>Detached Single Story ADU</u>
<u>Location</u>	<u>Part of Primary Dwelling</u>	<u>Attached to Primary Dwelling</u>	<u>Rear Yard Area</u>
<u>Minimum Lot Size</u>	<u>6,000 sf</u>	<u>6,000 sf</u>	<u>10,000 sf</u>
<u>Size Limit, Habitable</u>	<u>No Limitation</u>	<u>50% up to 800 sf</u>	<u>650 sf (on lots less than 12,000 sf)</u> <u>800 sf (on lots greater than 12,000 sf)</u>
<u>Maximum Height Limit</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>No taller than the primary dwelling</u>
<u>Minimum Side Setback</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>10'</u>
<u>Minimum Rear Setback</u>	<u>Same as Primary Dwelling</u>	<u>Same as Primary Dwelling</u>	<u>10'</u>
<u>Off-Street Parking</u>	<u>1</u>	<u>1</u>	<u>2</u>

The Planning Commission was comfortable adding the 2-story detached ADU, but Mrs. MacDonald stated she understands there is a concern and there is an option for only single story.

Mayor Vincent asked if an individual has a separate detached building and would like to place an ADU on the second story, would that need to follow the 2-story detached ADU requirements and Mrs. MacDonald stated yes. Mayor Vincent sought clarification that if the 2-story detached ADU is eliminated, an individual would not be allowed to do an ADU on an attached garage upstairs and Mrs. MacDonald stated correct.

Council Member Petersen asked in regards to the fire regulation, if there is already a detached structure outside of the 150-foot line, could the structure be grandfathered in. Mrs. MacDonald stated no, they could not add a unit in the detached structure. Council Member Petersen did ask Staff about 2-story ADUs and their opinions regarding them. Mr. Davis stated there has only been one proposed 2-story ADU, but the applicant changed the proposed plan. There are 2-story accessory buildings but none that are habitable. Council Member Petersen asked if the accessory building code has the same height restriction as the attached ADU (not taller than the primary dwelling) and Mrs. MacDonald stated it does not. Council Member Petersen stated he feels the accessory building code should be the same as the primary dwelling unit as currently the accessory building height is based on setbacks on the property and lot size.

Council Member Chatterton asked Mr. Davis if there are certain areas in the city where a detached ADU would not work due to inability to facilitate sewer. Mr. Davis stated it depends on the depth of the sewer at the street and depth of the sewer at the existing home, but sewer depth does make it a factor.

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments

Council Member Chatterton motioned to close the public hearing

Council Member Petersen seconded the motion

The Council unanimously agreed.

b. Action

There was no further discussion.

Council Member Petersen motioned to approve Ordinance No. 06-21-2022A, Amending WPC Section 17.70.060 – Accessory Dwelling Units and include option B that only allows detached single-story ADUs

Council Member Chatterton seconded the motion

Roll call:

Council Member Lee – Aye

Council Member Chatterton – Aye

Council Member Petersen – Aye

Council Member Judd – Aye

Council Member Swenson – Aye

The Council unanimously agreed.

Council Member Petersen commented with detached single-story ADUs, many residents purchased homes in a subdivision that has a certain feel and structure and sometimes an ADU can start to become invasive in a subdivision where the home was purchased. While State Code may start to make certain requirements, it is the City Council's responsibility to make sure property rights are not invaded upon and to help try and protect the original subdivision approved.

Council Member Chatterton added to Council Member Petersen's comment on already existing accessory buildings, they did not want the second story to become the ADU and have work performed below the ADU.

13. Consideration of Resolution No. 06-21-2022C, Approving a Development Agreement for 1800 N 4500 W – Mrs. Bryn MacDonald

Mrs. MacDonald stated agenda item 13 and 14 will be discussed together. The property at 1800 N 4500 W is 16.5 acres and currently owned by the school district. Last month, City Council changed the General Plan to R-4, allowing up to 8 units per acre.

There is now a rezone application to go from A-40 to R-4 to match the General Plan. The rezone approves the density, not any details as far as site plan or amenities. The development agreement gives both the City and developer certainty on what will be developed on the property. Some of the items in the development agreement are as follows:

- Developer must close on the sale of the property within 14 days
- Up to 132 residential units
- Site Plan and subdivision to be approved by Planning Commission and City Council
- Site Plan and building elevations to be similar to those submitted
- Landscaping and amenities to be approved with Site Plan
- Building elevations to be approved with Site Plan
- Architectural requirements, such as brick and building articulation
- Road improvements, landscaping, and fencing along 1800 N and 4500 W. The agreement also discusses timing of those improvements and drought potential issues and escrowing for those improvements.
- Wetlands must be mitigated or found to be non-jurisdictional, or they do not count as open space or towards the gross area for density calculation
- Developer can request an amendment to the agreement to allow any wetlands to count towards open space/density.

The development agreement does not need to go to Planning Commission as it does not alter anything with the zoning ordinance. The rezone at Planning Commission was a split-vote in favor of approval to R-4.

Mayor Vincent stated he is aware Staff has worked tirelessly on the development agreement, going back and forth with the developer, and feels the development agreement has gone through several iterations.

Council Member Petersen asked how extensive the plan is for the storm drain and if it considers on the west end of the property the ditch. Mr. Davis stated there is no large ditch located in the area. Council Member Petersen stated if there was one in the area, he would have recommended to do a ditch to allow the ground water to drain off and asked Mr. Davis to double check on the ditch. Mr. Davis stated that is a good point as this area has a high-water table and luckily the development does not have any basements proposed. The drainage details have not been gone through all the way, but he will make a note of it and if the underdrains are needed, they can do that. Council Member Petersen asked if in the development agreement it stated basements are not allowed. Mr. Laws stated the development agreement does state basements are not allowed.

Council Member Petersen asked how this development connects to the sewer line. Mr. Davis stated there is an existing sewer line on 4500 W 1650 N. Council Member Petersen asked about road access as 1800 N is a State road. Mrs. MacDonald stated 1800 N needs to have approval from UDOT and that is listed in the development agreement and 4500 W is a city road. Council Member Petersen asked the likelihood of approval from UDOT for 1800 N. Mr. Davis stated they have already received something of an approval from UDOT as it will line up with a road on the south side of 1800 N. Council Member Petersen asked if there are adequate access points for the subdivision with the amounts of unit. Mrs. MacDonald stated they have accesses on 1800 N and 4500 W and that is adequate amount.

Council Member Petersen asked what some of the concerns were from the Planning Commission and the reason behind a split-vote. Mrs. MacDonald stated there were some concerns regarding density and timing as the West Davis Corridor was not to this area and would not be for some time. Some commissioners felt it was going to comply with the General Plan and if the General Plan contained the density, it would be okay. Council Member Swenson stated there was also a concern regarding traffic and the impact it would have. Council Member Petersen stated there was a discussion at one point about aligning 4500 W as it approached 1800 N. He asked if there is any background or input on this. Mayor Vincent stated there was a discussion as the property owner on both sides of the road is the same owner and will be easier now to shift it over and line it up. It will be addressed on the south side of the road. Council Member Petersen asked if an action item can be done to contact the land owner and discuss and ask to get it done. Mayor Vincent agreed.

Council Member Petersen stated as an opinion, he is not fond of the development but where it meets the General Plan and is by high capacity transportation routes, it is probably as good as it will get. Mr. Laws stated 1800 N is budgeted to be expanded and have an interchange at I-15, so the road will be reworked in the coming years. Mayor Vincent stated there will also be an interchange for the West Davis Corridor on 1800 N.

Council Member Judd motioned to approve Resolution No. 06-21-2022C, Approving a Development Agreement for 1800 N 4500 W
Council Member Chatterton seconded the motion
The Council unanimously agreed.

14. Consideration of Ordinance No. 06-21-2022B, Approving a Rezone of 1800 N 4500 W from A-40 to R-4 – Mrs. Bryn MacDonald

Mrs. MacDonald discussed the rezone as part of the development agreement.

Mayor Vincent opened the public hearing.

a. Public Hearing

Tim Gooch, 1176 N 4500 W: Mr. Gooch stated in the master plan, this was a school district property and asked when it changed to R-4 on the master plan and asked if there should be commercial along 1800 N. Mr. Gooch stated he does own property near the area and it has been difficult as commercial has been kept on the road and now on a corner where commercial would be beneficial, it is R-4 and commercial has gone away.

Council Member Petersen motion to close the public hearing

Council Member Lee seconded the motion

The Council unanimously agreed.

b. Action

There was no further discussion.

Council Member Judd motioned to approve Ordinance No. 06-21-2022B, approving a rezone of 1800 N 4500 W from A-40 to R-4

Council Member Chatterton seconded the motion

Roll Call:

Council Member Lee – Aye

Council Member Chatterton – Aye

Council Member Petersen – Aye

Council Member Judd – Aye

Council Member Swenson – Aye

The Council unanimously agreed.

15. Consideration of Approval of Ordinance No. 06-21-2022C, Vacating a Public Utility Easement for the Craythorne Homestead Subdivision Phase 2 Plat Amendment – Mrs. Bryn MacDonald

Mrs. MacDonald stated agenda item 15 and 16 will be discussed together. Craythorne Homestead Subdivision Phase 2 located on 549 S 4500 W is seeking a plat amendment to combine two lots; however, there is a public utility easement on the north side of the lot that needs to be removed as it would run down the middle of the lot. A public hearing needs to be held to vacate the public utility easement and there will be new easements on the newly combined lot. Mayor Vincent asked if there is anything in the easement and Mrs. MacDonald stated no.

Council Member Swenson asked if the owner of the lots is the same person and Mrs. MacDonald stated yes. Mrs. MacDonald clarified that all lots have utility easements around them whether utilities are located in them or not and 95% of the time, the easement can be vacated.

Council Member Petersen asked if the owner is intending to build a structure and it was stated only an accessory building, not a residential building. Council Member Petersen asked where the easement will be placed and Mr. Davis stated it would be placed on the north side once the lots are combined.

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments

Council Member Petersen motioned to close the public hearing

Council Member Judd seconded the motion

The Council unanimously agreed.

b. Action

Council Member Chatterton motioned to approve Ordinance No. 06-21-2022C, Vacating a Public Utility Easement for the Craythorne Homestead Subdivision Phase 2 Plat Amendment

Council Member Judd seconded the motion

Roll call:

Council Member Lee – Aye

Council Member Chatterton – Aye

Council Member Petersen – Aye

Council Member Judd – Aye

Council Member Swenson – Excused (*temporarily stepped out of the meeting*)

The Council unanimously agreed.

16. Consideration of Approval of the Amended Plat for the Craythorne Homestead Subdivision Phase 2 – Mrs. Bryn MacDonald

Mr. Davis clarified the comment made earlier regarding the new placement of the public utility easement in agenda item 15. City ordinance only requires an easement on every other property line, not every lot.

Council Member Chatterton motioned to approve the amendment plat for Craythorne Homestead Subdivision Phase 2

Council Member Lee seconded the motion

The Council unanimously agreed.

17. Discussion and Consideration of Approval of Resolution No. 06-21-2022D, Approving the SR-193 Access Agreement – Mr. Boyd Davis

Mr. Davis stated this item started last year with discussion taking place between UDOT and Kyle Laws and former Mayor Eric Craythorne. This is an agreement between UDOT, West Point City, and Syracuse City to identify all access points along SR-193. UDOT has granted additional access points; however, they are limited to right in and right out (RIRO) only which will be important for future commercial development. Some of the main points of the agreement are:

- Traffic signals will be allowed every ½ mile.
- Right-in/Right-out access will be allowed midway between each signal.
- Between 4000 W and 4500 W full movement intersections will be allowed at 4100 W, 4250 W, & 4375 W. A RIRO access will also be allowed at 4450 W. The road classification changes after the West Davis Corridor and this allows additional access points.
- All RIRO access will require a center median or barriers to prevent left turns that will be built and paid by developer or City.
- The access points may be adjusted up to 200’.
- The cities will “strictly” agree to these access points.

UDOT has allowed east of the West Davis Corridor interchange at SR-193, a RIRO access but must be a minimum of 600 feet away from the West Davis Corridor and only allowed on the north side of the road. Mayor Vincent asked the reasoning behind this and Mr. Davis stated he does not remember exactly, but it might be due to the lanes coming off the corridor.

Council Member Lee motioned to approve Resolution No. 06-21-2022D, Approving the SR-193 Access Agreement

Council Member Petersen seconded the motion

The Council unanimously agreed.

18. Consideration of Resolution No. 06-21-2022E, Approving an Amendment to the Development Agreement for the Sunset Vistas Subdivision (AKA “Seasons at Simpson Springs”) – Mrs. Bryn MacDonald

Mrs. MacDonald stated in the Sunset Vistas development agreement, it listed for the developer to landscape the private park and both front and rear yards of all the homes in the subdivision. Due to drought conditions last year, the park and yard landscaping was unable to be installed. The developer was required to install the park per the approved plans attached to the development agreement. These plans show sod in the center of the park, with “natural” landscaping on the north and south. Despite the City’s

request that the developer wait to install sod, the sod has now been installed in the park and some areas were changed to rock landscaping. The developer is requesting that the City approve the amended landscaping plan, just for the park, to accept the changes that have been made, rock instead of sod areas.

Council Member Swenson clarified this is only an amendment to the development agreement for the park, not for the front and rear yard landscaping. Mrs. MacDonald stated yes. The development agreement does give options if the developer is unable to landscape the front and rear lots. Mr. Laws stated that is a discussion that needs to happen as the formal approval is an amendment to the development agreement allowing them to do the rock and not the landscaping. Mr. Laws stated they believe the developer has met the intent of the settlement agreement. While they may not love it, the settlement does not go more than the "natural" areas mentioned in agreement. Staff has visited the area and feel they have met the settlement agreement and that is what the amendment is for. After the mention, a discussion needs to take place for options the developer can do for the front and rear yard landscaping.

Council Member Judd asked if there were any perimeters or specifics for the natural area. Mayor Vincent stated it read as native foliage. The pathway was included on it and it was to be a rock or gravel type path. This has been completed. At the last meeting, he made comments to the integrity of it and the difficulty to use the path with bikes or stroller; however, he walked the path again and grasses and weeds have grown around the rocks causing the path to firm up some and this might allow the path to be used for bikes and strollers. The grasses and weeds will need to be mowed down. Council Member Chatterton disagreed as he walked it last week noting the tall weeds and grasses and is worried about it not solidifying and something that cannot be mowed due to the loose rocks and flying hazard. Mr. Laws stated in the settlement agreement it was not listed more specifically that it would be a rock path and this could have possibly been caught, but this development had several issues and this part was not the highest concern focused at that time. Whether the rock path is liked or not, there is not any legal justification that can be taken as they have completed what was in the settlement agreement.

Council Member Petersen motioned to approve Resolution No. 06-21-2022E, Approving an Amendment to the development agreement for the Sunset Vistas

Council Member Chatterton seconded the motion

Aye: Council Member Lee, Council Member Petersen, Council Member Chatterton, and Council Member Judd

Nay: Council Member Swenson

The motion passes 4 votes to 1.

After the motion, the Council discussed the front and rear yard landscaping as written in the staff report. Mr. Laws reminded Council that at the last meeting, Staff was instructed to go back and come up with some options for the developer or with the developer to help solve the landscape problem.

Mrs. MacDonald stated due to the drought, the majority of the landscaping could not be installed last year. The developer has been working with the City to determine how the landscaping should be completed. Staff recommends that the developer install as much as possible considering the drought conditions. This means fully landscaping the front yards as the front yards are not very large and all landscaping in the rear yard, except sod. Staff suggests the developer approaches each homeowner with the following options for the rear yard and the homeowner can choose one:

1. Install all landscape amenities called for in the original agreement with the exception of sod and have the sod amount be placed in escrow. Or
2. Install nothing in the rear yard, with the exception of a sprinkling system, and have all other elements be calculated and placed in escrow. Or
3. Install nothing in the rear yard and have all elements be calculated and placed in escrow.

Mayor Vincent stated with the drought, it places them in a difficult position, but the residents do deserve something. It does beautify the City to have the front yards landscaped and completed. For the rear, they are recommending the developer have an escrow account for each individual homeowner which does allow them some say in what happens in the backyard. Some residents do not want sod and would prefer xeriscape which this allows them some money to go towards that.

Mr. Davis stated as a clarification on the choices listed above. The developer stated they would do vouchers, not escrows, for the future. He would like to know if the Council would like to have cash in an escrow account or if a voucher is okay. Mayor Vincent asked if the voucher was for the developers landscaping crew or what the voucher would be for. Mr. Laws stated it

would be a voucher for sod and if the resident chose not to do sod, the voucher would not be able to be used. Mr. Davis stated the development agreement does use the word escrow.

Council Member Chatterton stated the escrow gives the resident the power and right to do what they would like with the backyard versus a voucher. He read part of an email that all council members received from Emil Vargason stating, "He did like the idea of Richmond providing full landscaping now and providing us a voucher or some escrow money put into sod or some form of xeriscape. We also feel like the idea of placing rock in the park strip instead of grass, like they are doing with the Payne property, is a great solution as well." An escrow type of agreement to him still works the best allowing the resident to do what they would like and they are not tied to a landscaper or sod farm.

Council Member Lee stated whatever can happen to help hold this developer accountable to take care of the residents, he would like that option. He feels the residents in this subdivision have not been taken care of and would like the developer to be held accountable and help them out. Mayor Vincent reminded everyone in attendance, the developer did not make the deal but had bought into the deal and some residents in the subdivision were not aware of that. Council Member Lee agreed with Council Member Chatterton as he feels the escrow provides a better solution and holds them more accountable while letting the resident choose what they want.

Council Member Petersen thanked Council Member Lee's comment. He does like the front yard to be landscaped completely and is in all favor of the 3 options Staff came up with and complemented them on the work performed. He believes it should be funds in escrow allowing the resident the ability to choose what they would like to do without restrictions.

Mr. Davis stated the escrow agreement stated the money in the account has to be used for the express purpose (of landscaping). It might be more detailed, but they would have to use it for the express purpose in the agreement.

Mayor Vincent stated the developer did mention due to the economy, they are able to get landscape products cheaper than what a homeowner could, so the escrow amounts will be calculated at that cost. As a reminder, this item is not on for a vote and is only as discussion to return back to Richmond.

Mr. Laws stated he feels the escrow fits with what is in the development agreement. There is one building permit still being held that Richmond would like released and are threatening involving legal counsel. He does not know if there are other methods that could help hold them to the development agreement if that permit is released. Mayor Vincent stated he spoke with Mr. Davis about some possible ideas. One idea was to create an escrow account with the City for the front yard landscaping with an added in penalty fee and deadline date to help hold the developer accountable to complete the work and if finished in the timeframe, release the penalty fee back. Council Member Petersen stated he does like that option as it allows the permit to be released, but give the City the money in case the developer walks away and not complete the job.

Mayor Vincent stated the concern is where the development agreement states escrow, they will escrow both front and rear yards and take the building permit. Mr. Laws stated he feels like they are possibly open to landscaping the front yards. The issue is only 3-4 yards at a time can be finished. It could take all summer and into the fall to complete the subdivision. They have been trying to abide by the secondary water request to not install landscaping.

Mayor Vincent stated they will take these ideas to them and have that discussion. The Council

19. Consideration of Resolution No. 06-21-2022F, Approving a Development Agreement for Bluff View Estates Subdivision Phase 4 – Mrs. Bryn MacDonald

Mrs. MacDonald stated Bluff View Estates Subdivision Phase 4 needs to have a second access through the City Cemetery. This has been discussed at several meetings and the solution has now come back to have a road on the south side of the cemetery connecting into phase 4. The road will be a 20' emergency access road south with 18' asphalt and 1' concrete on each side. The road down the middle of the cemetery will be a 14' road. There will be 14 trees, 3" caliper placed along the east side of the cemetery. Between the cemetery and development there will be a crash gate with Knox box. This would need to be completed before any certificate of occupancy is issued.

Mr. Laws stated when he and Mr. Davis were at the cemetery walking where the road in the middle of the cemetery would be, they both felt like the road should be 12' to help make it more one-way, which would equate to 10' asphalt and 1' concrete ribbon on both sides. Mayor Vincent stated this would encourage the road to be one-way road and hopefully deters others parking in the

center road. Mr. Laws stated this will be an infrequent busy road and the busy day for traffic would be Memorial weekend and there are things the City can do to help not allow access that weekend.

Council Member Petersen stated he is okay with the road placement on the south.

Mr. Laws stated regarding the location of the shed that needs to be removed and replaced, there has been discussion about moving it to the south-east boundary side of the cemetery if the developer is okay with the location.

Council Member Lee stated it most likely has been a difficult time for the developer involved to get this road but he feels like it was the City Council's job to make sure this is done correctly and the best way for those families who already have loved ones buried and plots reserved.

Council Member Judd stated she is all for improving cemeteries, but feels the way this second access was obtained was not the best appropriate way and her vote will reflect that. She does appreciate Staff and all the hard work and echoed Council Member Lee's comments.

Council Member Lee motioned to approve Resolution No. 06-21-2022F, Approving a development agreement for Bluff View Estates Subdivision Phase 4 with the 12' road in the middle
Council Member Swenson seconded the motion

Aye: Council Member Lee, Council Member Chatterton, Council Member Petersen, and Council Member Swenson
Nay: Council Member Judd
Motion passes with 4 to 1 vote.

20. Consideration of Approval of the Final Plat of Phase 4 of the Bluff View Estates Subdivision – Mrs. Bryn MacDonald

Mrs. MacDonald stated Bluff View Estates Subdivision Phase 4 now has two accesses and is seeking final plat approval. Mayor Vincent stated they have received all approval letters and the developer has agreed to widen 50th S to the property line for future permanent access to the subdivision.

Council Member Lee motioned to approve the final plat of phase 4 of the Bluff View Estates Subdivision
Council Member Judd seconded the motion
The Council unanimously agreed.

21. Motion to Adjourn the General Session

Council Member Judd motioned to adjourn the General Session
Council Member Lee seconded the motion
The Council unanimously agreed.

Minutes Approved this 7th day of March, 2023

Mayor Brian Vincent

Casey Arnold, City Recorder