WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
January 16, 2018

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

ADMINISTRATIVE SESSION

5:30 PM (Board Room) – OPEN TO THE PUBLIC

1. **Discussion Regarding Military Memorial Committee and Request to Transfer Remaining Funds to City** – Mr. Kyle Laws page 5
2. **Discussion Regarding the Restroom Bids for the Loy Blake Park Expansion** – Mr. Kyle Laws page 7
3. **Discussion Regarding an Easement to Rocky Mountain Power at the Loy Blake Park Extension –** Mr. Boyd Davis page 15
4. **Discussion Regarding Accessory Building Setbacks** – Mr. Boyd Davis page 21
5. **Discussion Regarding the Amended Plat for the Mendenhall's Eden Subdivision and Renaming to Triple H Subdivision** – Mr. Boyd Davis page 25
6. **Discussion Regarding Interlocal Agreement with Syracuse City** – Mr. Boyd Davis page 28
7. **Other Items**

GENERAL SESSION

7:00 PM (Council Chambers)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer** (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment Follow-Up –** Mr. Kyle Laws
7. **Citizen Comment** (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
8. **Consideration of Approval of Minutes from the December 19, 2017 City Council Meeting** page 37
9. **Consideration of Approval of Minutes from the January 2, 2018 Swearing in Ceremony** page 45
10. **Consideration of Approval to Award Bid to Mountain West Precast Concrete for the Loy Blake Park Expansion Restroom – Mr. Kyle Laws** page 9
11. **Consideration of Approval of Resolution No. 01-16-2018A, Approval of Easement to Rocky Mountain Power at the Loy Blake Park Extension – Mr. Boyd Davis** page 17
12. **Consideration of Approval to Place Sandy Point Subdivision on Warranty – Mr. Boyd Davis** page 46
13. **Consideration of Approval to Place Homewood Subdivision on Warranty – Mr. Boyd Davis** page 46
14. **Consideration of Approval of the Amendment Plat for the Mendenhall's Eden Subdivision & Renaming to Triple H Subdivision – Mr. Boyd Davis** p. 25
15. **Consideration of Approval of Ordinance No. 01-16-2018A, Amending Section 17.25.080 of the West Point City Code Regarding Land Use Regulations for Accessory Buildings** – Mr. Boyd Davis page 23
    a. **Public Hearing**
    b. **Action**
16. **Consideration of Approval of Ordinance No. 01-16-2018B, Modifying Section 17.85.020 of the West Point City Code Regarding Driveway Width Requirements – Mr. Boyd Davis** page 48
    a. **Public Hearing**
    b. **Action**
17. **Motion to Enter a Closed Session**

CLOSED SESSION

(Board Room)

1. **Motion to Open Closed Session / Call to Order / Roll Call**
2. **Discussion Regarding Pending or Reasonably Imminent Litigation, Pursuant to UCA §52-4-205(1)(c)**
3. **Discussion Regarding the Purchase, Exchange, or Lease of Real Property, Pursuant to UCA §52-4-205(1)(d)**
4. **Motion to Adjourn Closed Session and enter the General Session**

18. **Motion to Adjourn General Session**

Posted this 12th day of January, 2018

Casey Arnold
CASEY ARNOLD, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: 1/26 - 27/2018

City Council Visioning Retreat

Date: 2/6/2018

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Report – Mr. Ryan Harvey
3. Discussion Regarding an Interlocal Agreement with UTOPIA on the Davis School District Project – Mr. Kyle Laws

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Youth Council Update
3. Consideration of Approval of Resolution No. 02-06-2018A, Approving an Interlocal Agreement with Syracuse City _____ - Mr. Boyd Davis
4. Consideration of Approval of the
5. Consideration of Approval of Resolution No. 02-06-2018B, Approving and Interlocal Agreement with UTOPIA on the Davis School District Project – Mr. Kyle Laws
6. Consideration of Approval to Accept Funds from the West Point City Military Memorial Committee – Mr. Kyle Laws
7. Consideration of Approval to Place the KenneVic Subdivision on Warranty – Mr. Boyd Davis
8. Consideration of Approval to Place the Torroweap Subdivision on Warranty – Mr. Boyd Davis
9. Consideration of Approval of Ordinance No. 02-06-2018A, Modifying Section 17.85.020 of the West Point City Regarding Driveway Width Requirements – Mr. Boyd Davis
10. Consideration of Approval

Date: 2/20/2018

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Consideration of Approval of Release of Warranty for the Wise Country Meadows Phase 3 Subdivision – Mr. Boyd Davis

Date: 3/6/2018

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Youth Council Update
3. West Point City Youth Council Essay Contest Winners – Mayor Erik Craythorne

PENDING ITEMS

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Discussion Regarding Updating the Code Enforcement Policy – Mr. Boyd Davis
3. Building Rental Fees & Policy – Mr. Kyle Laws
4. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws
5. Consideration of Approval of the Payback Agreement for the Homewood Subdivision – Mr. Boyd Davis
6. Consideration of Final Approval of the Mackay Subdivision– Mr. Boyd Davis
7. Consideration of Approval of Release of Warranty for the Bartholomew Lane Subdivision Phase 3 – Mr. Boyd Davis

General Session

1. Consideration of Final Approval for the Removal of an Abandoned Home at 4096 W 1300 N – Mr. Boyd Davis

CDRA

1. Resolution Amending the Interlocal Agreement Between the CDRA of West Point and West Point City – Mr. Randy Sant

January

1	New Year's Day-Closed
8	Senior Lunch-11:30am
11	Planning Commission-7pm
15	Martin Luther King Day-Closed
16	City Council-7pm
25	Planning Commission-7pm
26-27	Council Retreat

February

6	City Council-7pm
8	Planning Commission-7pm
12	Senior Lunch-11:30am
19	Presidents Day-Closed
20	City Council-7pm
22	Planning Commission-7pm
28	Council/Staff Lunch-11:30am

March

6	City Council-7pm
8	Planning Commission-7pm
19	Senior Lunch-11:30am
20	City Council-7pm
22	Planning Commission-7pm
31	Easter Egg Hunt-10am

April

3	City Council-7pm
12	Planning Commission-7pm
16	Senior Lunch-11:30am
17	City Council-7pm
26	Planning Commission-7pm

May

1	City Council-7pm
3	Cemetery Cleaning
10	Planning Commission-7pm
12	Take Pride Day
15	City Council-7pm
21	Senior Lunch-11:30am
24	Planning Commission-7pm
28	Memorial Day-Closed
30	Council/Staff Lunch-11:30am

June

5	City Council-7pm
9	Miss West Point Pageant SHS-7pm
14	Planning Commission-7pm
18	Senior Lunch-11:30am
19	City Council-7pm
28	Planning Commission-7pm

July

4	Independence Day-Closed
12	Planning Commission-7pm
16	Senior Lunch 11:30am
17	City Council-7pm
24	Pioneer Day-Closed
26	Planning Commission-7pm

August

2	Summer Party-5:30pm
7	City Council-7pm
9	Planning Commission-7pm
17	Senior Dinner-5:00pm
21	City Council-7pm
23	Planning Commission-7pm

September

3	Labor Day-Closed
4	City Council-7pm
13	Planning Commission-7pm
17	Senior Lunch-11:30am
18	City Council-7pm
27	Planning Commission-7pm

October

2	City Council-7pm
4	Cemetery Cleaning
8	All Employee Training-Closed
11	Planning Commission-7pm
15	Senior Lunch-11:30am
16	City Council-7pm
19	Halloween Carnival-7pm
24	Council/Staff Lunch-11:30am
25	Planning Commission-7pm

November

6	Election Day
8	Planning Commission-7pm
10	Flags on Veteran's Graves YC
12	Veteran's Day-Closed
19	Senior Lunch-11:30am
20	City Council-7pm
22-23	Thanksgiving-Closed
26	City Hall Lighting Ceremony-6:00pm

December

4	City Council-7pm
7	Christmas Party-7pm
13	Planning Commission-7pm
17	Senior Lunch-11:30am
18	City Council-7pm
21	Cemetery Luminary-4pm
25-26	Christmas-Closed

City Council Staff Report

Subject: Military Memorial Committee Discussion
Author: Kyle Laws
Department: Executive
Date: January 16, 2018

Background

The Military Memorial Committee was created about 5 years ago to raise money and construct a memorial to members of the military who live, or have lived, in West Point City. With the Memorial now complete, the Committee has questioned their need to exist as a Non-Profit Organization.

Analysis

As a member of the Military Memorial Committee, Royce Ross has asked the City to consider accepting the remaining funds that were raised for the project. He and some other members of the Committee feel it unnecessary to keep it under the West Point Military Memorial Committee as a Non-Profit Organization. They believe the City can and should be the keeper of those funds and to use them as needed for ongoing maintenance and upkeep of the Memorial.

While we have known that at some point it time this would come back as a City responsibility, we are surprised it is so soon. As City Staff, we are not opposed to this action, however we do have some concerns and questions about the Committee being entirely dissolved. Of course this action would place the burden on the City to add new names to the memorial, and keep the area maintained and up-to-date. A few questions for the Council to consider:

Who will plan and organize the Veteran's Day Program that the Committee has handled in the past?
Who will organize the group on the 4th of July for the parade?
Will the Committee continue to exist or is this going to dissolve the Committee altogether?
Who at the City will be in charge of taking information for new names to be added?

These are just a few questions that have come up, and there are likely many more. We can work everything out to continue as normal, but it will come at a cost. That cost is primarily in Staff time, which is okay so long as the Council is aware and agreeable.

We will discuss these issues and any others that may arise at the City Council meeting on Tuesday, January 16th.

Recommendation

No Action is required at this time. The Memorial Committee and City Staff would appreciate any feedback and direction on how the Council wishes to move forward.

Significant Impacts

No Significant impacts at this time.

City Council Staff Report

Subject: Park Expansion Restroom Bid Award
Author: Kyle Laws
Department: Executive
Date: January 16, 2018

Background

The Loy Blake Park expansion is moving along very quickly. The weather has certainly cooperated for construction projects this winter. As part of this expansion project, we are installing a restroom facility near the splash park. We have been looking into prefabricated buildings and have found some great options.

Analysis

We have obtained bids from the companies who produce prefabricated restrooms. The pricing came back from $60,000 to over $200,000. However, not all companies had the floor plans we desired and as we learned more about the materials and products, there was one clear option.

Mountain West Precast Concrete has the floor plan and the options that we were looking for. Additionally, they are the only one who provide a post-tension concrete process to lock the floors and ceilings tightly together. The building will come in two pre-built sections and will be pulled together so tightly that you won't even know. Their bid originally came in at $98,588.54. After meeting with them and discussing options we added urinals and exterior lighting which increased the total cost to $101,839.03. The floor plan we have chosen is attached to this report.

The other option with lower costs left the plumbing chase more exposed to the elements and was not easily accessible, being only 10" wide. Additionally, it had all of the restrooms on one side of the building, which was not the layout we were looking for.

Because this is precast concrete, there are a lot of options as far as look and feel goes. Attached are several images of buildings that show some of these options. Everything you see in these images are concrete, including the roof. Everything is done with a different form or template so they can make the roof look like a metal roof, a shingled roof, cedar-plank roof, or almost anything else. The exterior walls are the same way. The color options are limitless as well and include a graffiti guard.

The quotes we received are as follows:

- Public Restroom Company: $175,000 - $210,000 depending on options
- Green Flush Restrooms: $144, 450
- Mountain West Precast Concrete: $101,839.03
- All Star Manufacturing: $53,896

The quote from Mountain West Precast Concrete is attached. The other quotes can be made available for those who may be interested.

Recommendation

Staff recommends that the bid for the restroom be awarded to Mountain West Precast Concrete for $101,893.03.

Significant Impacts

None

Attachments

Quote from Mountain West Precast Concrete
Floor Plan
Images of precast buildings

MOUNTAIN WEST
PRECAST CONCRETE
435-239-7000

Quote Date ***December 22, 2017***

8(a) - Woman Owned

Bid #	**ESCB121317 R1**

Attention: ***Jamie Escuriex*** ***Project #***
Company: West Point City Utah ***Project PIN***
Phone: 801-9286307 ***Fax:*** **Cell:** ***Estimator:*** ***Matt Wilson***
Bid Date: 12/13/2017 ***Email jescuriex@westpointcity.org*** ***FOB Point:*** ***Job Site***

Bid Item	***Qty***	***Unit***	***Easi Set Structure***	***Unit Price***	***Total Price***
1	1.00	*ea.*	***Easi Set Essex unisex 4 unit Restroom***	$79,582.00	$79,582.00
			Finish Choices		
2	4.00	*ea.*	**Exterior lighting above restroom doors**	$200.00	$800.00
3	*1.00*	*ea.*	**Stainless Steel Dual height drinking fountain**	$2,015.00	$2,015.00
4	4.00	*ea.*	***Stainless Steel Toilets***	$1,147.00	$4,588.00
				Sum	$86,985.00
			TAX (materials only)	6.50%	$5,654.03
	1.00	*ea.*	***Site Utility Connection***	$4,400.00	$4,400.00
			Delivery: Includes delivery truck, mobilization and crane		
	1.00	*ea.*	***service for erection***	$4,800.00	$4,800.00
				Total	***$101,839.03***

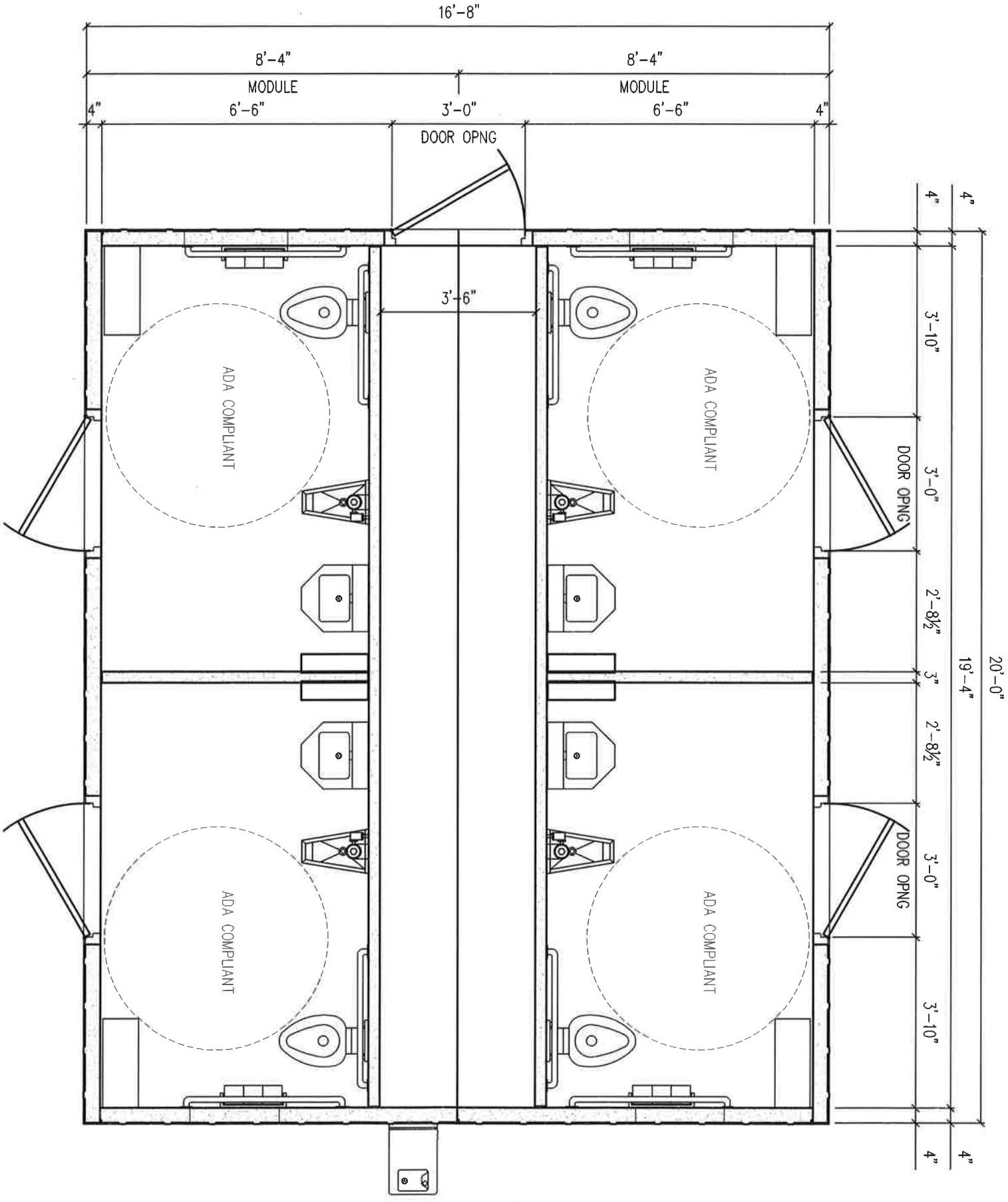
General Note:

1. Prices quoted are firm for 30 days and bid must be accepted within 30 days to be considered valid.
2. Prices includes taxes unless otherwise noted.
3. Bid is based on the cost of fuel, steel and cement on the bid day.
4. Any increase in fuel, steel or cement will be passed through to the owner.
5. Restroom connectiuons by others.
6. Trucks or cranes delayed on jobsite more than 30 mins by customer will incur a $375/hr fee in thirty minute increments.
7. Small Structures are figured as per specified plan drawing given in the bid documents.
8. Mountain West Precast makes no guarantee as to accuracy or completeness of any take-off error or extension errors.
9. Production will only start after Return of signed approvals of shop drawings and arrival of raw materials.
10. Unless specifially noted, customer to provide a flat, level surface for the building to be installed on.
11. Price excludes a bond. If bonding is required please add 2.5% to the total price.

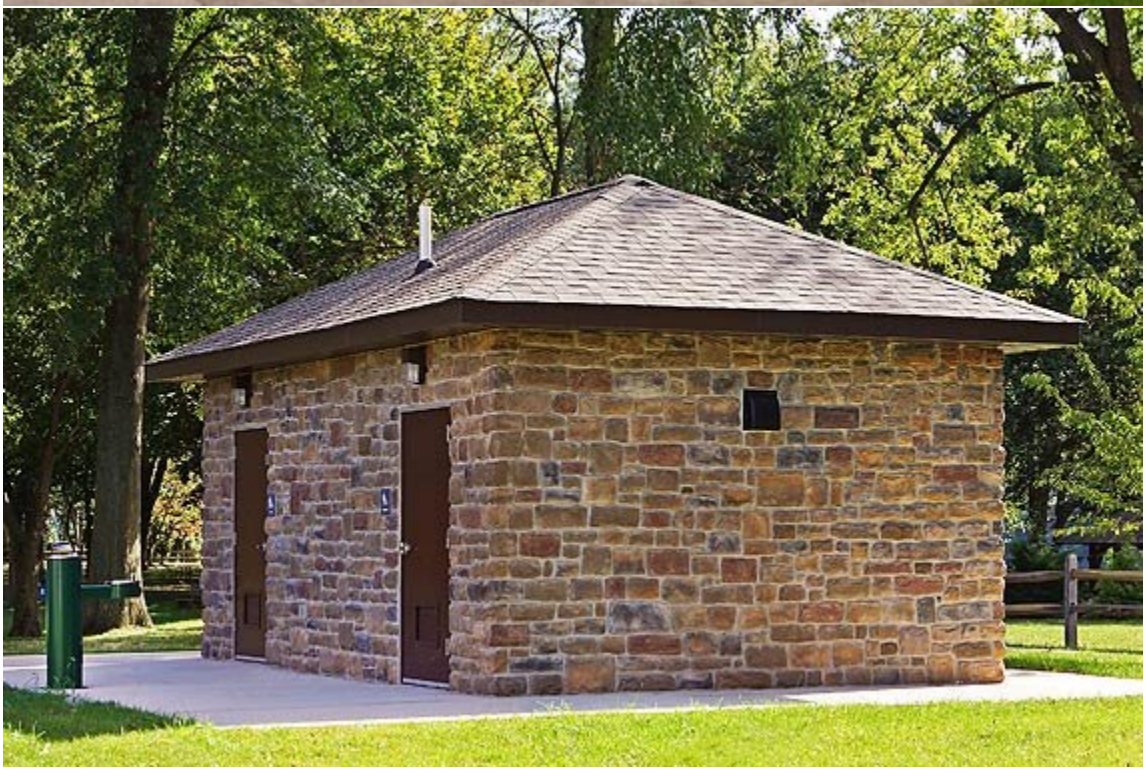
Estimate Approved By _____ Date ____/____/_____

PO# _____

Mountain West Construction Group A dba of Mountain West Precast
1047 W 600 N Ste B-1 Brigham City, UT 84302
Utah's 2014 SBA Woman Owned Business of the Year!


16'-8"
8'-4"
8'-4"
MODULE
MODULE
4"
6'-6"
3'-0"
6'-6"
4"
DOOR OPNG
3'-6"
ADA COMPLIANT
ADA COMPLIANT
ADA COMPLIANT
ADA COMPLIANT
4"
4"
3'-10"
3'-0"
DOOR OPNG
2'-8½"
3"
2'-8½"
DOOR OPNG
3'-0"
3'-10"
4"
4"
19'-4"
20'-0"

PARK
HOURS
7:00 AM-
SUNSET



City Council Staff Report

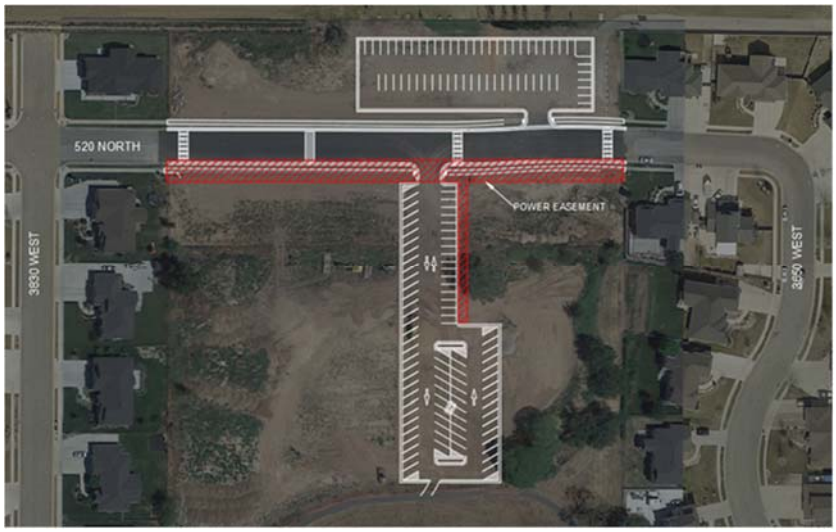
Subject: Power Line Easement – Park Expansion
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

Background

In order to run power to the new park project, a utility easement must be put in place. Rocky Mountain Power can not install the power lines until the easement is recorded.

Analysis

The drawing below shows where the easement will be located. The power will run from a transformer in the front yard of the house just east of the park and will run to the location of the future restroom. An easement document has been prepared, which must be approved by the Council and signed by the Mayor.



Recommendation

Staff recommends approval of Resolution 01-16-2018A

Significant Impacts

None

Attachments

Easement Document
Resolution 01-16-2018A

RESOLUTION NO. 01-16-2018A

A RESOLUTION APPROVING A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION OF POWER IMPROVEMENTS

WHEREAS, West Point City is developing a park located at 3700 W 520 N; and

WHEREAS, it is necessary to install power lines to the park; and

WHEREAS, the power utility company requires that their facility be placed in a public-utility-easement; and

WHEREAS, an easement document has been prepared.

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

1. The Public-Utility-Easement document, 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 16th day of January, 2018.

WEST POINT CITY,
A Municipal Corporation

By:_____
Erik Craythorne, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

When **Recorded Return** to:
West Point City
Attention: Boyd Davis
3200 West 300 North
West Point City, UT 84115

PUBLIC-UTILITY-EASEMENT

West Point City Corporation, created, organized and existing under the laws of the State of Utah having its principal place of business at 3200 West 300 North, West Point City, County of Davis, State of Utah, the owners of certain real property located in Davis County, Utah, hereinafter referred to as "GRANTOR," HEREBY GRANTS, WARRANTS AND CONVEYS unto THE PUBLIC a perpetual public-utility-easement and right-of-way for the purpose of, but not limited to, installation, construction, operation, repair, removal, replacement, inspection, protection and maintenance of utilities, including power distribution lines, storm drainage pipes and other water distribution and transmission structures and facilities, along with the necessary accessories and appurtenances used in connection therewith (hereinafter called "Facilities"), together with the right to enter upon GRANTOR'S premises for such purposes, in, on, over, under, through, and along said portion of the land of GRANTOR or so much thereof as is transversed by the following easement and right-of-way located in Davis County, Utah, which is more particularly described as follows and as depicted in Figure A, attached hereto:

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

BEGINNING AT A POINT SOUTH 89°56’47” EAST ALONG THE SECTION LINE 1660.08 FEET AND NORTH 00°12’32” WEST 1155.54 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF THE WEST VIEW PARK SUBDIVISION PHASE TWO, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, AND RUNNING THENCE SOUTH 89°35’39” WEST 180.19 FEET; THENCE SOUTH 00°19’12” EAST 163.39 FEET; THENCE SOUTH 89°40’48” WEST 10.00 FEET; THENCE NORTH 00°19’12” WEST 163.37 FEET; THENCE SOUTH 89°35’39” WEST 337.36 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE WEST VIEW PARK SUBDIVISION PHASE THREE, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 00°01’42” EAST 25.00 FEET ALONG SAID EAST BOUNDARY LINE; THENCE NORTH 89°35’39” EAST 527.44 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE WEST VIEW PARK SUBDIVISION PHASE TWO; THENCE SOUTH 00°12’32” EAST 25.00 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT OF BEGINNING.

CONTAINS 14,821 SQ. FT. OR 0.34 ACRES

GRANTOR shall not build or construct or cause or allow to be built or constructed within, over or across the easement and right-of-way described herein any permanent or temporary buildings or structures or other improvement, whether the same shall have been brought, placed or constructed upon the said premises by GRANTORS or by GRANTOR'S successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else, or change the contour thereof.

GRANTOR may use the subject Premises except for the purposes for which this right-of-way and easement is granted, provided such use shall not interfere with the Facilities or with the

distribution and conveyance of water through said Facilities, or any other rights granted to the PUBLIC hereunder.

This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the PUBLIC.

IN WITNESS WHEREOF, the Grantor has executed this Easement this_____ day of _____, 20___.

County Parcel No's. 140470101 Acreage: 0.34

GRANTOR:

_____
Erik R. Craythorne - Mayor

ATTEST:

_____
Casey Arnold – City Recorder

STATE OF UTAH)
: ss. (Corporate)
COUNTY OF_____)

On this_____ day of_____ , 20____, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he is the_____ of the_____and that he executed the above instrument on behalf of the_____ as such _____.

_____
Notary Public

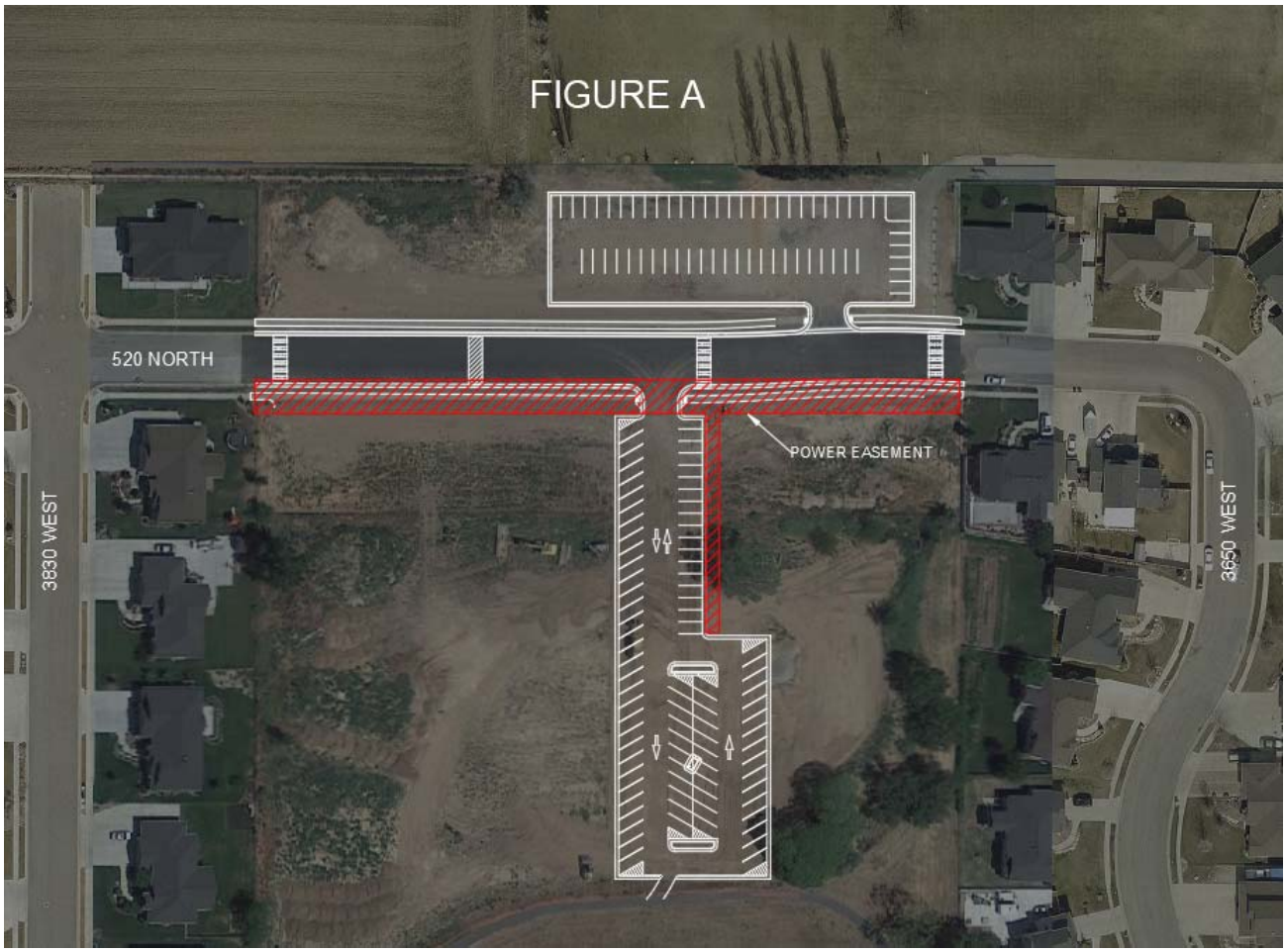


FIGURE A
520 NORTH
POWER EASEMENT
3830 WEST
3650 WEST

City Council Staff Report

Subject: Setbacks for Accessory Buildings
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

Background

In September the Council had a discussion regarding the Planning Commission's recommendation on setbacks for accessory buildings on corner lots. After the discussion, the Planning Commission Chair asked for additional time to revise their proposal. They presented a new proposal to the Council in October, but the Council was not in favor of the changes. Instead, the Council proposed that the code be changed to a 20 ft. set back only, with no exceptions. A public hearing has been set and the item is on the agenda to be considered for approval; however, if more discussion time is needed, the item can be tabled.

Analysis

The current code requires a 30 ft. side-yard setback for accessory buildings on corner lots. The Planning Commission is recommending the following language:

> *Accessory buildings on corner lots shall be set back a minimum of 20 feet from the street side property line. An accessory building may encroach up to 5 feet if the setback from the rear and front property line is greater than 40 feet in each direction.*

An ordinance is attached to this report that follows the City Council's direction as follows:

> *Accessory buildings on corner lots shall be set back a minimum of 20 feet from the street side property line.*

Recommendation

Staff recommends that the council approve the 20 ft setback. This appears to have the most support. Other changes could be done in the future.

Significant Impacts

None

Attachments

Ordinance

ORDINANCE NO. 01-16-2018A

AN ORDINANCE AMENDING WEST POINT CITY CODE SECTION 17.25.080 MODIFYING LAND USE REGULATIONS FOR ACCESSORY BUILDINGS

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") has determined to amend Section 17.25.080 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 in section 17.25.080

The category named "ACCESSORY STRUCTURES/USES" of section 17.25.080 "Zone regulations chart" shall be changed to read as follows. The remainder of the table shall remain unchanged. (Strike through text indicates text being removed from the code, and underlined text indicates new additions).

ACCESSORY STRUCTURES/USES[3]												
Minimum Front Yard[3]	–	–	–	–	–	–	–	25'	25'	25'	25'	50'
Minimum Side Yard (Interior)[3]	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	10'
Minimum Side Yard (Street) Corner Lot	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	0'	0'	0'	0'	0'
Arterial Street Corner Lot[3]	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	~~30'~~ 20'	0'	0'	0'	0'	0'

Minimum Rear Yard[3]	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'
Distance between Accessory and Principal Structures[3]												
Same Lot	10'	10'	10'	10'	10'	10'	10'	–	–	–	–	–
Adjacent Lot	15'	15'	15'	15'	15'	15'	15'	–	–	–	–	–

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 ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

City Council Staff Report

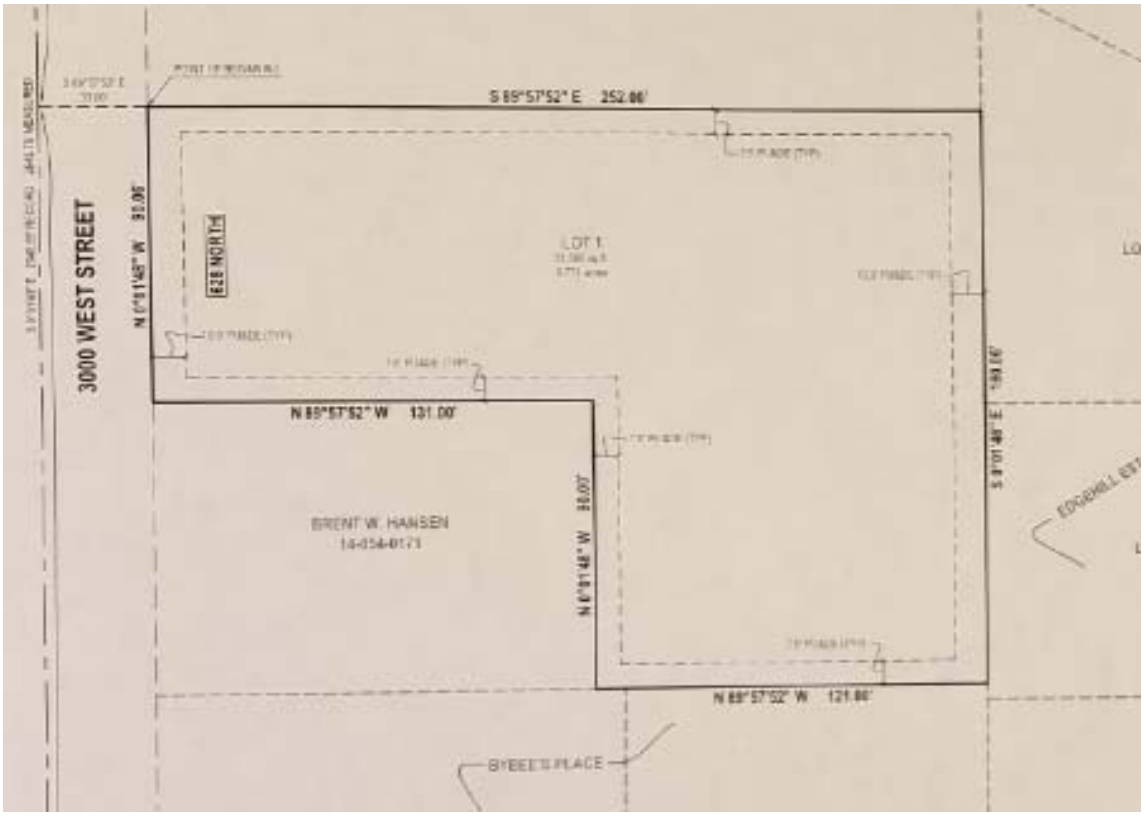
Subject: Amended Plat – Mendenhall's Eden
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

Background

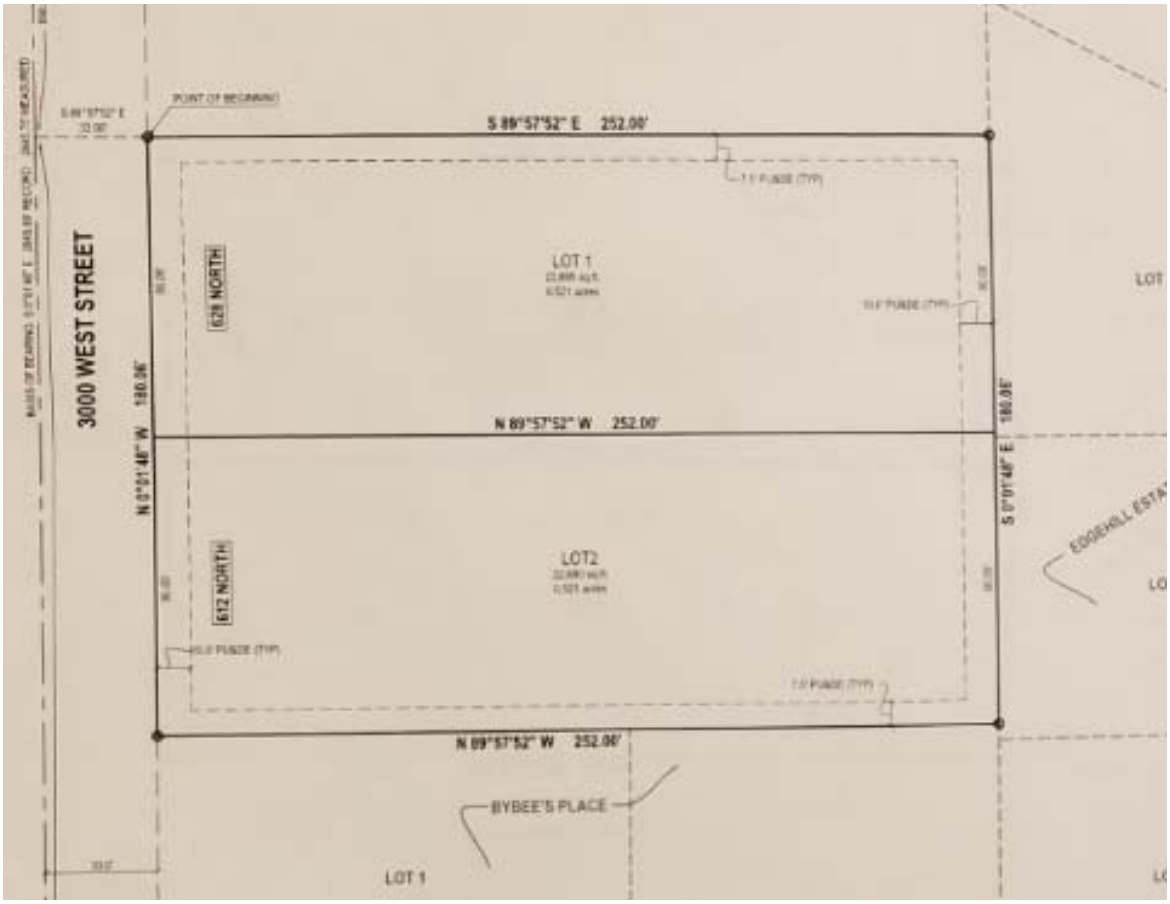
The owners of the Mendenhall's Eden Single Lot Subdivision have applied to amend the plat to adjust their lot line. The lot is located at 628 N 3000 W.

Analysis

The current subdivision plat looks like this:



The owner's have decided to sell a portion of the lot to the next-door neighbor. The new plat will look like this:



Because this is a simple lot line adjustment and no new lots are being created, there is no requirement for noticing or to hold a public hearing. The only issue that staff sees is the existing easement behind the neighbor's house. It must be vacated in order to be removed, which is a longer process. We suggest that the easement remain in place until it is necessary to be removed.

There is no requirement for the plat to be reviewed by the Planning Commission.

Recommendation

Staff recommends approval of the amended plat with the condition that the easement remain in place.

Significant Impacts

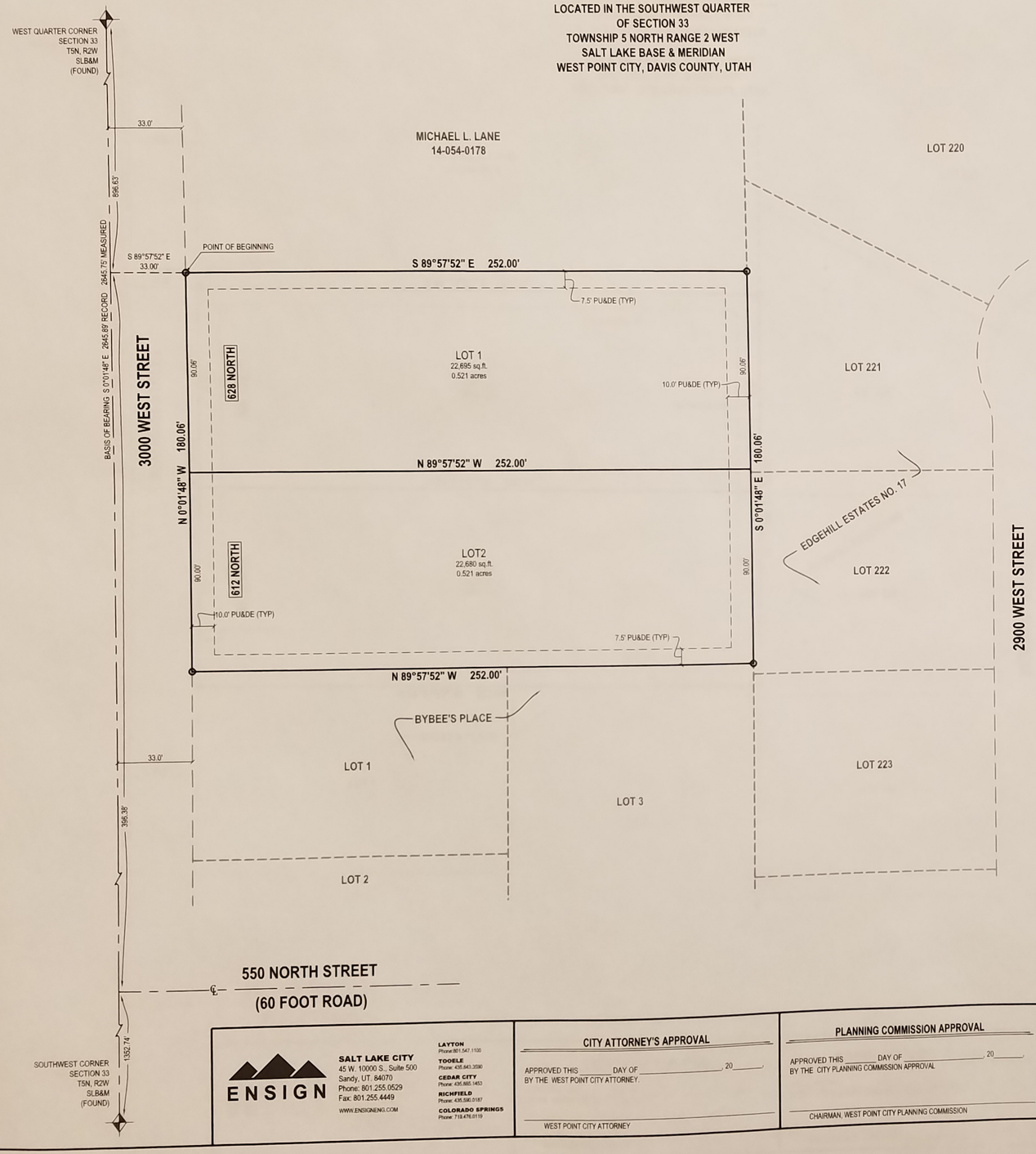
None

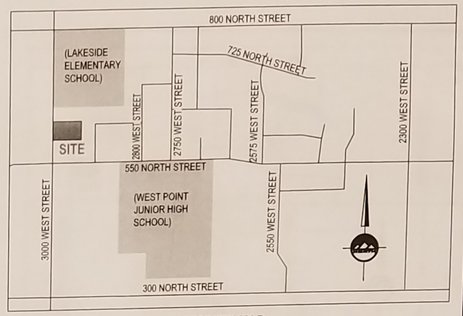
Attachments

Plat

TRIPLE "H" SUBDIVISION

AMENDING MENDENHALL'S EDEN
LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 33
TOWNSHIP 5 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH





VICINITY MAP
NO SCALE
WEST POINT CITY, DAVIS COUNTY, UTAH

GENERAL NOTES:

1. PROPERTY IS ZONED R-2. (2.7 UNITS PER ACRE)
   - A. FRONT YARD SETBACK IS 25' / 30'
   - B. REAR YARD SETBACK IS 25' / 30'
   - C. SIDE YARD SETBACK IS 10'
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10' FRONT, 7.5' SIDE AND 10' REAR.
3. THE LOT IS WITHIN LAND DRAIN ZONE "D" IN WEST POINT CITY AND BASEMENTS ARE ALLOWED IN THIS LAND DRAIN ZONE.

LEGEND

- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

DEVELOPER
REAO JOHN MENDENHALL
3141 WEST 925 NORTH
WEST POINT CITY, UTAH 84015
801-589-9086

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as TRIPLE "H" SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at a point on the east line of 3000 West Street, said point being South 0°01'48" East 896.63 feet along the section line and South 89°57'52" East 33.00 feet from the West Quarter Corner of Section 33, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 89°57'52" East 252.00 feet to the west line of Edgehill Estates No. 17;

Thence South 0°01'48" East 180.06 feet along the west line of Edgehill Estates No. 17 to the Northeast Corner of Bybee's Place;

Thence North 89°57'52" West 252.00 feet along the north line of Bybee's Place to the east line of 3000 West Street;

Thence North 0°01'48" West 180.06 feet along the east line of 3000 West Street to the point of beginning.

Contain 45,375 square feet, 1.042 acres, 2 Lot

1-4-18
Date

Keith R. Russell
License no. 164386

PROFESSIONAL LAND SURVEYOR — REGISTERED — No. 164386 — STATE OF UTAH — KEITH R. RUSSELL

OWNER'S DEDICATION

Known all men by these presents that we, the under- signed owners of the above described tract of land, having caused same to be subdivided, hereafter known as the

TRIPLE "H" SUBDIVISION

do hereby dedicate for perpetual use of the public all easements shown on this plat as intended for Public use.

In witness whereof WE have hereunto set our hands this _____ day of _____ A.D., 20_____.

By: REAO JOHN MENDENHALL

By: BRENT W. HANSEN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the _____ day of _____ A.D., 20_____, REAO JOHN MENDENHALL and personally appeared before me, the undersigned Notary public, in and for said County of DAVIS in said State of Utah, who after being duly sworn, acknowledged to me that HE signed the Owner's Dedication, 1 in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____.

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the _____ day of _____ A.D., 20_____, BRENT W. HANSEN and personally appeared before me, the undersigned Notary public, in and for said County of DAVIS in said State of Utah, who after being duly sworn, acknowledged to me that HE signed the Owner's Dedication, 1 in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____.

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

TRIPLE "H" SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 33
TOWNSHIP 5 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

SHEET 1 OF 1

PROJECT NUMBER : L2381
MANAGER : K.RUSSELL
DRAWN BY : A.SHELBY
CHECKED BY : K.RUSSELL
DATE : 1/5/18

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20_____,
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE

_____
DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.590.0187
COLORADO SPRINGS Phone: 719.476.0119

CITY ATTORNEY'S APPROVAL

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

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE WEST POINT CITY ENGINEER

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE WEST POINT CITY COUNCIL

CITY RECORDER CITY MAYOR

City Council Staff Report

Subject: Inter-local Agreement with Syracuse City
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

Background
Syracuse City has made a request to enter into an inter-local agreement that would allow West Point and Syracuse to share proposed utility lines near 1200 South 4500 West. The Criddle Farms property, which is in Syracuse, is being developed and they need to run sewer and storm drain lines through West Point City. As West Point will benefit from these facilities, Syracuse is proposing that we share the responsibility for ownership and maintenance.

Analysis
The attached draft-agreement outlines the details of Syracuse's proposal, but the basic idea is that Syracuse will own and maintain the lines on 1200 South and West Point will own and maintain the lines further to the north. See the attached map for locations. Both lines will have residents from both cities connected to them in the future, so it makes sense to cooperate and avoid installing separate lines for each city.

There are details that must be worked out and we have provided comments to Syracuse as seen in the document. We have also sent the agreement to Felshaw for review. At this time, we simply want to discuss the concept with the Council to determine if you are interested in the idea.

Staff is ok with the concept as long as our concerns are addressed. First, we need a better method for collecting fees. Syracuse proposed that we just have residents pay their own City even if they are connected to the line owned by the other city; however, we do not believe that this is the right way to do it nor will it be equitable. We believe that each city should collect the fees then send the fees to the other city for the number of residents that are connected to the other city's line. This is how our existing agreements with Clinton City work.

We also have concerns about where the storm water will flow to. We believe it will connect to the Davis County Storm drain at 900 S 4500 W, but this detail needs to be worked out as well as any permits that will be required. The developer or Syracuse City must work out these details before we would recommend that you enter into the agreement.

Recommendation
No action required. Staff is ok with the concept of interlocal agreement, but would like direction form the Council.

Significant Impacts
None

Attachments

Draft Agreement

Map

WADE
CRIDDLE
4500 WEST
4000 WEST
1200 SOUTH

INTERLOCAL COOPERATION AGREEMENT

MAINTENANCE OF STORM AND SEWER LINES, AND CONSTRUCTION AND MAINTENANCE OF 1200 SOUTH BETWEEN 4000 WEST AND 4500 WEST.

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between SYRACUSE CITY, a municipal corporation of the State of Utah ("Syracuse"), and WEST POINT CITY, a municipal corporation of the State of Utah ("West Point"). Syracuse and West Point may collectively be referred to in this Agreement as the "Parties."

RECITALS

1. Syracuse and West Point provide sewer and storm water disposal for each Party's respective residents and inhabitants.
2. The owner of property located along the Syracuse/West Point border near 1200 South and 4150 West (the "Criddle Farms Property") has proposed the development of land located within Syracuse City. Land to the west of the Criddle Farms Property, located in West Point, is expected to develop in the future. To accommodate sewer and storm water removal from the Criddle Farm Property, the owner will install two sets of sewer and storm lines: one set running West from the northern section of the Criddle Farms Property (the "West Point Lines"), and one set running West underneath 1200 South (the "Syracuse Lines").
3. After execution of this Agreement, ~~T~~the owner ~~has~~ will seek ~~obtained~~ permission from applicable property owners to install the West Point Lines, which will extend through property to the west of the Criddle Farms Property, which is located in West Point. These lines will be of sufficient capacity to accept sewer and storm flows from West Point's future developments. The sewer lines will terminate at North Davis Sewer District's existing sewer main in 4500 West Street. The storm shall outfall to 4500 West Street.
4. A drawing identifying the locations of the proposed line installations is attached to this Agreement as Exhibit A.
5. Future development of the property to the North of 1200 South, parcel no. 12-046-0036 (located within West Point), will require connections to the Syracuse Lines.
6. Due to the slope of the terrain, some residents of Syracuse will be served by the lines installed in West Point, and some residents of West Point will be served by the lines installed in Syracuse.
7. Syracuse and West Point desire to enter into an agreement to establish the respective obligations and expectations of each jurisdiction regarding the installation and maintenance of the lines, and the eventual construction of 1200 South between 4000 West and 4500 West.

NOW, THEREFORE,

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

1. Recitals. The recitals of this Agreement are considered part of the Agreement.
2. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall be submitted to the authorized attorney for each Party for

Commented [BD1]: This needs to be in the form of an easement dedicated to West Point City

Commented [BB2]: West Point to clarify where they want the outfall to go.

Commented [BD3]: We do not have an existing storm drain on 4500 W. Our master plan calls for a new pipe to be installed along 4500 W and then connecting to the Davis County storm drain at about 900 S. The developer will need to install this line and obtain a permit from Davis County and UDOT.

Commented [BD4]: I didn't see a drawing attached.

review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.

3. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this agreement to be perpetual, then the term of this Agreement shall be 75 years from its effective date.

4. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.

5. Installation & Inspection of Lines. The owner of the Criddle Farms Property will design and install the West Point Lines and Syracuse Lines, in accordance with the building regulations applicable to the jurisdiction in which the lines will be constructed. West Point is responsible to inspect the West Point Lines, and Syracuse is responsible to inspect the Syracuse Lines. If there are construction defects in the West Point Lines, West Point must promptly notify Syracuse of these deficiencies in writing. Syracuse shall withhold final approval of the phase of the project served by those lines until the developer has corrected the deficiencies.

6. Ownership and Maintenance of Lines. Once inspected and approved, the West Point Lines shall be the exclusive property of West Point. The Syracuse Lines shall be the exclusive property of Syracuse. Each jurisdiction is wholly responsible for the maintenance and eventual replacement of the lines in its possession, with no expectation of assistance or participation from the other jurisdiction.

7. Connection to Syracuse Lines. It is anticipated that the parcel North of 1200 South will be developed and require access to sewer and storm lines. Syracuse will permit West Point City connections to the Syracuse Lines to serve the future residents of that parcel. Such connections shall comply with Syracuse City standards and specifications in effect upon the date of the application to connect. Inspection of these connections shall be by Syracuse City, and defects in those connections will be promptly conveyed to West Point. West Point will withhold final approval of any phase of a subdivision served by a deficient connection to the Syracuse Lines.

8. Storm Water Detention. Both Parties shall be required to detain storm water to a 0.20cfs/acre release rate prior to connecting to the other Party's storm water system.

9. Service to Citizens outside of Jurisdiction - Fees. The West Point lines shall be utilized, in part, by Syracuse citizens. Likewise, it is anticipated that the Syracuse lines will be utilized, in part, by West Point citizens when the property North of 1200 South is developed. Nevertheless, as it relates to the use of the lines identified in this Agreement, Syracuse will not charge service fees to West Point users of the Syracuse Lines, and West Point will not charge service fees to the Syracuse users of the West Point Lines. Each Party shall be permitted to charge fees to their own citizens, even though those citizens are connected to the storm and sewer lines of the other Party. The parties affirmatively agree and state that the maintenance obligation on non-citizens using each Party's line is roughly equivalent to its citizens' use of the other Party's lines.

10. Installation of 1200 South. 1200 South currently exists as a dirt road with no utilities running beneath it. The adjacent properties to its South have been developed. It is anticipated that when the property to the North is developed, the remainder of 1200 South will be built as a 66 foot right-of-way, with the Syracuse Lines running underneath it. The remaining right-of-way to be improved shall be built in accordance with the cross-section which is attached as Exhibit B. West Point, or the developer improving the lots to the north, shall be responsible for the cost of one-half (1/2) of the installation of the right-of-way improvements. Syracuse, or

Commented [PR5]: Presumably, each jurisdiction will want to inspect the lines for which they will ultimately be responsible.

Commented [BD6]: I assume the ownership will begin at the City Boundary.

Commented [BB7]: Verify with West Point we do not need a 0.15cfs release rate on the north connection.

Commented [BD8]: I think we need to verify this with Davis County. I believe anything that flows into their drain on 4500 W must be 0.15 cfs/acre.

Commented [BD9]: I'm not sure that we can do this. We don't know that the number of connections will be equal. Also, the fees need to go to the jurisdiction providing the service.

Commented [PR10]: Need Cross-Section with Trail on South Side (produced by Syracuse)

any applicable developers, shall be responsible for the cost of one-half (1/2) of the installation of the right-of-way. Each Party shall have ownership over the one-half (1/2) of the right-of-way located within their boundaries: the North side by West Point, and the South side by Syracuse.

11. Maintenance and Replacement of 1200 South. The Parties shall be required to maintain the portion of roadway within their respective City boundaries. Neither Party shall be responsible for any costs of maintenance or repair for utility lines that belong to the other Party.

12. Snow Removal. Syracuse City shall be responsible to remove roadway snow the entire width of 1200 South Street between 4000 West Street and 4500 West Street. West Point City shall be responsible to remove roadway snow the entire width of 700 South Street between 4000 West Street and 4500 West Street.

13. Indemnification & Hold Harmless. Each party, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, or any person under the supervision, direction or control of the party (the "City Representatives"), agrees and promises to indemnify and hold harmless the remaining parties, as well as the Party's officers, officials, employees, agents, representatives, contractors, and volunteers, from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee or otherwise that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Party and/or the City Representatives, whether or not the claims are known or unknown, or are in law, equity or otherwise. No term or condition under this Agreement shall limit or waive any liability that the Party may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the Party or the City Representatives.

14. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

15. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

16. Binding effect; Entire Agreement. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein.

17. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that

may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of all Parties.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no third party shall have any rights or interests or receive any benefits under this Agreement.

IN WITNESS WHEREOF,

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

(Approvals appear on following pages)

- Remainder of Page Left Intentionally Blank -

Approved and adopted by the Syracuse City Council this _____ day of _____, 2017

SYRACUSE CITY
A MUNICIPAL CORPORATION

_____
TERRY PALMER, MAYOR

ATTEST:

_____
CASSIE Z. BROWN, RECORDER

APPROVED AS TO FORM AND LEGALITY:

_____
PAUL H. ROBERTS
SYRACUSE CITY ATTORNEY

ACKNOWLEDGEMENT OF SYRACUSE CITY OFFICIALS

State of Utah }
§
County of Davis }

On the _____ day of _____, 2017, personally appeared before me Terry Palmer, Mayor of Syracuse City and Cassie Brown, Syracuse City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Syracuse City by authority of the Syracuse City Council and acknowledged to me that the Syracuse City Council executed the same.

_____
NOTARY PUBLIC

COMMISSION EXPIRES _____

Approved and adopted by the West Point City Council this _____ day of _____, 2017.

WEST POINT CITY
A MUNICIPAL CORPORATION

_____
Erik R. Craythorne, MAYOR

ATTEST:

_____
~~Misty Rogers~~Casey Arnold, RECORDER

_____
FELSHAW KING
WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

State of Utah }
§
County of Davis }

On the _____ day of _____, 2017, personally appeared before me Erik Craythorne, Mayor of West Point City and Misty Rogers, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

_____
NOTARY PUBLIC

COMMISSION EXPIRES _____

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

City Manager
Kyle Laws

West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
December 19, 2017

Administrative Session
6:00 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on December 19, 2017 at 6:00 pm with Mayor Erik Craythorne presiding.

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

EXCUSED: Council Member Kent Henderson

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; Megan Mills, City Treasurer; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS: Rob Ortega, Heather Christopherson, Julie Bashford, Jake Shepard, Joelle Caruso, and Chris Singleton

1. FY2017 Audit Presentation – Mr. Ryan Harvey

Mr. Harvey welcomed Heather Christopherson with Ulrich and Associates, auditing firm; Julie Bashford with McEwan and Company, the City's accountant; and Megan Mills, West Point City Treasurer, to the meeting and thanked them for the extensive work that they do in preparing for and completing the audit each year.

As in the previous year's audit, there were no official findings in the FY2017 Audit. There was a recommendation regarding the CDRA Fund Balance which is in the negative, but once the CDRA is triggered, that balance will be resolved. In response to a recommendation received in the last audit, Staff has been sending monthly financial reports to the Council via email along with the monthly sales tax report. The City also increased the budgeted amount for the transfer from the General Fund to the Capital Projects Fund in response to a previous year's recommendation.

Mr. Harvey presented the highlights for the FY2017 to the Council:
- The City's net position increased by $2,715,320, or 7.55%
- The City's combined fund balances total was $5,078,953, which was an increase of $796,806 due to revenues being higher than expected
- The proprietary funds total net position increased by $778,378
- The total transfer to the Capital Projects Fund will be $450,000 for this Fiscal Year

Council Member Petersen noted that the new budget process begins in January and goes through August, at which point the audit process for the previous fiscal year begins. The entire budget is a year-long process that takes a lot of work from Staff. He thanked the auditors, the accountants, and Staff for all that they do.

Council Member Chatterton inquired as to the causes of the fund increases. Mr. Harvey stated that one contributor is that the City strives to "come in under budget" for fund expenditures; the remaining amounts between actual expenditures and the budgeted amounts are calculated in the increase and part of the amount transferred to the

Capital Projects Fund at the end of each fiscal year. Another significant factor is the sales tax revenue that has substantially increased over the past few years.

Mr. Harvey concluded that the City is in a great financial position; the City budgets conservatively and revenues are increasing. The Council thanked all those involved for keeping the City financially healthy.

2. Discussion Regarding Accessory Building Setback Requirements – Mr. Boyd Davis

This item has been discussed in-depth at multiple City Council meetings and Mr. Davis reviewed the specifics regarding this item, which are included in the Staff Report provided. The current Code requires a 30 ft. side-yard setback for accessory buildings on corner lots.

The Planning Commission's recommendation was to require the setbacks on corner lots be a minimum of 20 ft. from the street side property line, but allow a minimum 5 ft. setback if the setback from the rear and front property line is greater than 40 ft. in each direction. The Council has previously discussed this recommendation, and felt that the setback should be 20 ft., with no variance.

Chris Singleton, a property owner wishing to build a garage with setbacks according to the Planning Commission's recommendation, was at the meeting and the Council discussed the particulars of his situation.

Mr. Davis stated that he analyzed other cities codes: Syracuse allows a setback of up to 5 ft., similar to the Planning Commission's recommendation, and Clinton requires the same setback as that of the house. Council Member Petersen stated that in regards to Mr. Singleton's situation, the type of building he has planned could have as much setback as a regular garage, and he is in favor of leaving the current code as is, and consider it a normal residential building. Council Member Petersen also commented that the City must consider that the requirement will apply to all corner lots and can't be set just based on this particular property. Council Member Chatterton felt that the current requirement of 30 ft. is too much, and that a 20 ft. minimum requirement with a 10 ft. side-yard allowance rather than 5 ft. would be better. Council Member Dawson felt that he has more of a problem with the 40 ft. setback in the Planning Commission's proposal; he feels that for some residents, that could end up being 40 ft. filled with "junk." Council Member Petersen reiterated that while he does not believe this would be the case with Mr. Singleton, the code has to be written for the whole City, not just one property owner, and must also consider the fact that property owners change and neighborhoods develop. He felt that the minimum setback needs to be 20 ft. Council Member Turner voiced his opinion that even as neighborhoods begin to develop, he does not see an issue with the 5 ft. variance on such large corner lots.

Mr. Davis commented that it seems that three different options have been discussed: leave the current Code the way it is with the setback requirement of 30 ft., adopt the Planning Commission's recommendation of a minimum setback of 20 ft. with a variance of 5 ft. if the setback from the rear and front property line is greater than 40 ft. in each direction, or decrease the setback requirement from 30 ft. to 20 ft. with no variance. Council Members Dawson and Chatterton voiced their disapproval with the 5 ft. variance. Council Member Turner stated that while he would be satisfied with decreasing the setback to 20 ft., he still had reservations about not allowing the 5 ft. variance on such large lots.

The Council directed Staff to place this item on the agenda for the next City Council meeting for further discussion and action.

3. Discussion Regarding Proposed Changes to Driveway Width Requirements – Mr. Boyd Davis

Mr. Davis informed the Council of an issue with the current City Code; the current Code states that the maximum width of a driveway is 20 ft. on residential properties. Mr. Davis asked the Council if they knew the width of their own driveways, and all Members stated that theirs were wider than 20 ft., except for Council Member Turner who answered that his driveway is 20 ft. wide and he strongly dislikes it. Mr. Davis stated that in his brief survey of the City, most driveways are wider than 20 ft. as well.

The Planning Commission is currently discussing the requirement, specifically considering changing the Code to allow for a maximum width of 50 ft. Mayor Craythorne noted that driveways that are cut into the curb and gutter take away from the storm drain system, and that should be taken into consideration; he was unsure if 50 ft. "was the magic number", but did agree that the Code needs to be updated to somewhere in the range of 40 ft. to 50 ft. Council Member Chatterton inquired as to what the definition of the curb cut should be, and suggested that it be the bottom of the cut and not from the start of the curb slope. Brian Vincent, Planning Commission Chair, was at the meeting and commented that in his understanding, the curb cut does not actually affect the storm drain. Mr. Davis confirmed that as long as the driveway approach is installed correctly and does not allow water to flow back into the property, the storm drain capacity is not affected.

Council Member Petersen asked if a regulation was actually needed, and Mr. Davis stated that Staff had discussed that as well and felt that driveway widths could be self-regulating. An option would be to remove a maximum requirement from the Code entirely. The Council discussed the various widths of garages and what the corresponding driveway widths would be. Council Member Petersen was in favor of removing a restriction entirely. Mayor Craythorne stated that there is the chance that residents will cut the curb larger than necessary just because they can. Council Member Chatterton asked if the maximum width would be a combined total of driveway entrances (such as in a circular driveway that would have two entrances). Mr. Davis stated that the language the Planning Commission is currently considering states that the total of all driveways shall not exceed 50 ft., with corner lots being granted an additional 20 ft.

As the Planning Commission is still discussing the issue and have not presented an official proposal, the Council agreed to wait for their recommendation before further considering a Code change.

4. Discussion Regarding Splash Park Design – Mr. Kyle Laws

Mr. Laws stated that since the last meeting, Taft Egan from Big T Recreation has added two more in-ground water features to the final design for the Splash Park. Mr. Laws has spoken with many other city officials that have splash parks, along with residents that frequently go to splash parks, and the general consensus was that they liked the in-ground features and they provided enough play value. Mr. Laws noted that the maintenance and winterization of the in-ground features are simple and cost-effective.

Activation switches on the outer edge of the splash park are designed to cycle through a short program when first activated and if they are activated again, will cycle for a longer period of time, and continue on. This setting helps to conserve water when the switches are unnecessarily activated, but also makes sure that the water activities are active when children are using the splash park.

Mayor Craythorne commented that the splash park in Kaysville is similar in size and design to this proposal, and the Mayor of Kaysville told him that the response from residents has been "unbelievable."

In regards to the restroom facilities, Staff has obtained bids for pre-fabricated buildings that range from about $60,000 to over $200,000 with various sizes and lengths. Council Member Petersen was concerned with the restroom entrances being on the opposite side of the splash park; Council Member Turner agreed and felt that it would be hard for parents to watch one child in the splash park and another one on the opposite side of the building out of view. The Council directed that the restrooms be situated so that both entrances are visible from the splash park.

The Council directed Staff to move forward with the Splash Park Project and timeline.

5. Other Items

Due to time restraints, no other items were discussed.

The Administrative Session adjourned.

West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
December 19, 2017

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

City Manager
Kyle Laws

General Session
Council Chambers

Minutes for the West Point City Council General Session held at the West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on December 19, 2017 at approximately 7:00 pm with Mayor Erik Craythorne presiding.

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

EXCUSED –Council Member Kent Henderson and Council Member Gary Petersen

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; Megan Mills, City Treasurer; and Casey Arnold, City Recorder.

EXCUSED – None

VISITORS PRESENT – Rob Ortega, Jeff MacFarlane, Brad and Kelli Lee, Jake Shepard, Jason Caldwell, Rob Ortega, Julie Bashford, and Heather Christopherson

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

   Council Member Turner – The Council received a letter from resident Brian Stephens who was concerned about UDOT's trail design for the future extension of the trail; the design currently has the trail "13 feet off of his front doorstep" and Council Member Turner stated that this is a significant issue. Mr. Laws stated that he has spoken with Mr. Stephens and reassured him that the City was not supportive of the current design. Mr. Stephens stated that someone at UDOT told him the design plan was final, but both Mr. Laws and Mayor Craythorne confirmed that it was not the final design, and the project itself was most likely 10+ years away from happening. Any issues would be discussed and resolved at that time.

   Council Member Dawson – none

   Council Member Chatterton – The extension of SR193 from 2000 W to 3000 W is "moving right along"; the sound walls have been installed and the traffic lights are in place. Mr. Laws confirmed that it is scheduled to be open this coming Friday.

   Mayor Craythorne – The West Davis Corridor has recently been funded and approved, and there was some question of whether this first phase would be able to reach SR193. The Mayor stated he was asked by our local Representative to determine the cost of extending SR193 to the Corridor, and the estimated cost is $19 million. This

is not currently a funded part of the project and so the City will be working during the legislative session to obtain funding, hopefully being granted funding this year to at least pay for the design and engineering. The Mayor noted that the City's Representative in the State Legislature is the new Vice-Chair of Appropriations for the House, which will hopefully be a significant factor in obtaining the needed funding.

5. Communications from Staff

Mr. Laws informed the Council and those in attendance that the Cemetery Luminary is this coming Friday at 5 PM and encouraged all to attend and/or take the time to view the Luminary. City Hall will also be closed Monday and Tuesday, December 25th and December 26th, and Monday, January 1st for the Christmas and New Year's holidays. The City Council meeting on January 2nd has also been cancelled.

6. Citizen Comment Follow-Up

Mr. Laws stated that Clair Hamblin and Reed Child had made citizen comments regarding the 650 N project and the creation of a citizen committee to help resolve some of the issues. The Council and Staff had responded to their comments during that same meeting and there was no further discussion needed on the matter at this time.

7. Citizen Comment

Jake Shepard – 522 N 3650 W: Mr. Shepard wished to comment on the accessory buildings setback requirement that was discussed during the previous Administrative Session. As a member of the Planning Commission, Mr. Shepard stated that he was not there at the time the Planning Commission voted on their recommendation, but he would not have been in favor of the requirement of 40 ft. setbacks from the front and year yards in order to be granted the 5 ft. variance, and would rather that requirement be 20 ft. His reasoning for such would be to maintain a clear view for the adjacent property while still allowing for the resident that owns the building to install a front yard access with a normal driveway length. Mr. Shepard stated that if the ordinance was approved with a 5 ft. variance for large corner lots that meet the criteria, the resident would have to be granted a conditional use permit from the City and as part of the conditions, it could "easily" be said that the accessory building could not be accessed from the side yard. While Mr. Shepard understands that ordinances should not be written for a specific property, most lots would not qualify for the variance, and the City needs to consider the "one guy" just as much as it needs to consider the City as a whole and allow him to develop his property as he desires. Mr. Shepard stated that he does not see that there is a safety issue or a traffic issue, and would like the Council to consider allowing a 5 ft. variance if there are 20 ft. setbacks from the front and rear yards in each direction.

Joelle Caruso – 457 N 3650 W: Ms. Caruso has some concerns about the splash pad and development of the nature park. A main concern is regarding privacy for the residents that live there, as Ms. Caruso does not feel that the open chain link fence provides much privacy. She would like the City to consider installing a privacy fence or a row of trees to give more "feelings of security and safety." Ms. Caruso stated that there are also trees currently in the berm that she hopes will remain, and also had some other questions she would like to discuss and give input on as she and her property are directly affected by the development of the park.

8. Appointment of West Point City Planning Commissioners – Mayor Erik Craythorne

Mayor Craythorne stated that there are three Planning Commissioners whose appointment terms expire in 2017. All three have expressed a desire to continue to serve, and the Mayor recommends re-appointing Brad Lee, Jeff MacFarlane, and Jeremy Strong to the Planning Commission.

Council Member Chatterton motioned to accept the Mayor's recommendation to approve the reappointment of Brad Lee, Jeff MacFarlane, and Jeremy Strong to the West Point City Planning Commission

Council Member Dawson seconded the motion
The Council unanimously agreed.

The Mayor expressed his sincere appreciation for their willingness to serve and the tenure that is on the current Planning Commission. The "experience, knowledge, and common sense that each Commissioner brings to the table cannot be underestimated" and is one of the most cohesive units around. The Council agreed with the Mayor's comments and thanked them for their service as well.

9. Consideration of Approval of the Minutes from the December 5, 2017 City Council Meeting

Council Member Dawson motioned to approve the minutes from the December 5, 2017 City Council Meeting
Council Member Turner seconded the motion
The Council unanimously agreed

10. Consideration of Approval of the FY2017 Audit – Mr. Ryan Harvey

Mr. Harvey recognized Heather Christopherson with Ulrich and Associates, auditing firm; Julie Bashford with McEwan and Company, City accountant; and Megan Mills, West Point City Treasurer for their work in preparing for and completing the audit.

There were no findings in the FY2017 Audit, and the recommendation regarding the CDRA negative fund balance would be resolved as soon as the CDRA is triggered. Some highlights from the Audit are that the City's net position is continuing to increase and is currently at $38.6 million with $29.6 million of that consisting of capital assets. The City's fund balance increased by almost $800,000 and the government and proprietary funds also increased by roughly that same amount. There was also a balance transfer of $450,000 from the General Fund to the Capital Projects Fund. No resolution is needed, but the Council must accept each year's audit and Mr. Harvey recommends that the Council accept the FY2017 Audit. The Council had no further comments.

Council Member Turner motioned to accept the FY2017 Audit
Council Member Chatterton seconded the motion
The Council unanimously agreed.

11. Consideration of Ordinance No. 12-19-2017A, Amending Section 17.80.170 of the West Point City Code Regarding Allowable Fence Materials – Mr. Boyd Davis

Mr. Davis stated that this amendment is in response to some complaints received about the fencing materials used in the front yards of some homes that did not seem appropriate for residential fencing. The Planning Commission has had significant discussion on the issue and the Council has had in-depth discussions as well. Mr. Davis reviewed the Planning Commission's recommendation (indicated in red), as well as Staff's recommendation to remove the side and rear yards from the restrictions (strike-through text):

> *17.80.170 Fence.*
> *A tangible barrier or obstruction of any material with the purpose or intent or having the effect of preventing passage or view across the fence line. It includes hedges and walls. Agricultural fencing will not be allowed in the front yard~~, side or rear yard that face a public street~~ in any residential zones. Agricultural fencing includes rope; string; wire product including but not limited to chicken*

wire, hog wire, wire fabric, and similar welded or woven wire fabrics; chain; netting; ~~unapproved~~ corrugated metal panels; galvanized sheet metal; plywood; fiberglass panels in any fence or ~~any other~~ materials that are not manufactured specifically as fencing materials. Exceptions may be granted by the Planning Commission.

Council Member Dawson was concerned that if side yards are removed, then on a corner lot all of the items listed would be allowed. Mr. Laws stated that a side yard is technically only the area from the front to the back of the house; fence behind the back point of the house is considered the rear yard and any fence in front of the front plane of the house is considered the front yard. The intent is to address the front yard fencing.

Mayor Craythorne opened the item for public comment.

a. Public Hearing

Jake Shepard – 522 N 3650 W: Mr. Shepard stated that the Planning Commission included the side yards in its proposal because a property's side yard fence could be aligned with the front yard fence of an adjacent property, and would essentially be seen as a front yard fence from viewers.

Jason Caldwell – 4882 W 650 N: Mr. Caldwell stated that he appreciated the change from the original wording that removed the front and rear yards from the proposed ordinance, because just by looking at homes in his area, he was able to count at least a dozen lots that had either side yards or rear yards facing public streets. Many of those lots had cows or horses or other agricultural activities in the back portion of their lots and he believes that by removing the side or rear yard restrictions, the ordinance now "captures" what it needs to without "taking in everyone else."

No further comments.

Council Member Dawson motioned to close the Public Hearing
Council Member Turner seconded the motion
The Council unanimously agreed

b. Action

The Council had no further discussion on the item, and agreed with Staff's removal of the side yard and rear yard from the restrictions.

Council Member Dawson motioned to approve Ordinance No. 12-19-2017A
Council Member Chatterton seconded the motion
The Council unanimously agreed

Roll Call Vote
Council Member Henderson – Excused
Council Member Turner – Aye
Council Member Petersen – Excused
Council Member Dawson – Aye

Council Member Chatterton – Aye

12. Motion to Enter a Closed Session

Council Member Chatterton motioned to enter into a Closed Session
Council Member Turner seconded the motion
The Council unanimously agreed

CLOSED SESSION

Immediately following the General Session (Board Room)

1. Motion to Open Closed Session and Call to Order

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

Mayor Craythorne called the December 19, 2017 Closed Session to Order
Roll Call -

Mayor Erik Craythorne
Council Member Jeff Turner
Council Member Andy Dawson
Council Member Jerry Chatterton
City Manager Kyle Laws
Assistant City Manager and City Engineer Boyd Davis
Administrative Services Director Ryan Harvey
City Recorder Casey Arnold

2. The Council discussed pending litigation pursuant to UCA §52-4-205(1)(c).

3. Motion to Adjourn Closed Session and enter the General Session

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

13. Motion to Adjourn General Session

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

_____ January 16th, 2018
MAYOR ERIK CRAYTHORNE

_____ January 16th, 2018
CASEY ARNOLD, CITY RECORDER

West Point City Council Swearing in Ceremony
3200 West 300 North
West Point City, UT 84015
January 2, 2018

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

City Manager
Kyle Laws

Minutes for the West Point City Swearing in Ceremony held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on January 2, 2018 at 12:00 pm with Mayor Erik Craythorne presiding.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Erik Craythorne, Council Member Andy Dawson, Council Member Gary Petersen, Council Member Kent Henderson, and Council Member Chatterton

EXCUSED: Council Member Jeff Turner

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

EXCUSED: None

1. **Call to Order**
2. **Welcome – City Recorder Casey Arnold**
3. **Swearing in – City Recorder Casey Arnold**
   Mrs. Arnold swore in the following individuals to four-year terms in the indicated positions:

   Andy Dawson – Council Member
   R. Kent Henderson – Council Member
   Erik R. Craythorne – Mayor

4. **Adjourn**

_____ January 16th, 2018
MAYOR ERIK CRAYTHORNE

_____ January 16th, 2018
CASEY ARNOLD, CITY RECORDER

City Council Staff Report

Subject: Subdivision Warranties
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

Background

The Homewood Subdivision is located at 4450 W 300 N. The developer has completed all of the required improvements and is now asking that the subdivision be placed on a 1 year warranty.

The Sandy Point Subdivision is located at 1775 W 800 N. This subdivision is also ready to be placed on a 1 year warranty.

Analysis

The subdivisions have been inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The subdivisions will be placed on a one year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

Recommendation

It is recommended that the City Council place Homewood and Sandy Point on a one year warranty

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Driveway Widths
Author: Boyd Davis
Department: Community Development
Date: January 16, 2018

WEST POINT
UTAH

Background

The current City Code states that the maximum width of a driveway is 20' on residential properties and that a resident may have two driveways. This code does not seem practical and does not match current practice. There are several driveways within the City that are over 40' wide. Because we are commonly asked what the standard is and feel that the code is not ideal, we believe that the code should be updated.

Analysis

After much discussion, the Planning Commission settled on the following proposal to be added to City Code:

17.85.020 Off-street parking.

C. Access. Adequate ingress and egress to all uses shall be provided as follows: For the purpose of this section, driveway or access shall mean the width of the curb cut or the driveway approach. Where curb does not exist, this shall mean width of the hard surface driveway.

1. Access for all uses except residential shall be by a maximum of one driveway for each 100 feet of frontage on a public street, such driveways to be not over ~~40~~ 50 feet in width.

~~2. Access for residential uses shall be by a maximum of two driveways for each 70 feet of frontage on a public street, such driveways to be not over 20 feet in width, or less than 10 feet in width.~~

~~3. Access driveways shall not be closer to each other than 12 feet.~~

~~4.~~ 2. No residential driveway shall be closer than 20 feet measured along the property lines to the point of intersection of two property lines at any corner.

~~5.~~ 3. In a commercial zone, no driveway shall be closer to an intersection of two streets than 40 feet.

~~6.~~ 4. Height, location, structural specifications, maximum and minimum curb radii permitted, and minimum roadway approach angles to the centerline of the street are subject to city standards.

Recommendation

Staff recommends approval of ordinance 01-16-2018B

Significant Impacts
None

Attachments
Ordinance

ORDINANCE NO. 01-16-2018B

AN ORDINANCE AMENDING WEST POINT CITY CODE SECTION 17.85.020 MODIFYING REGULATIONS FOR DRIVEWAY WIDTHS

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") has determined to amend Section 17.25.080 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 in section 17.85.020(C)

(Strike through text indicates text being removed from the code, and underlined text indicates new additions).

C. Access. Adequate ingress and egress to all uses shall be provided as follows: For the purpose of this section, driveway or access shall mean the width of the curb cut or the driveway approach. Where curb does not exist, this shall mean width of the hard surface driveway.

1. Access for all uses except residential shall be by a maximum of one driveway for each 100 feet of frontage on a public street, such driveways to be not over ~~40~~ 50 feet in width.

~~2. Access for residential uses shall be by a maximum of two driveways for each 70 feet of frontage on a public street, such driveways to be not over 20 feet in width, or less than 10 feet in width.~~

~~3. Access driveways shall not be closer to each other than 12 feet.~~

~~4.~~ 2.No residential driveway shall be closer than 20 feet measured along the property lines

to the point of intersection of two property lines at any corner.

~~5.~~ 3.In a commercial zone, no driveway shall be closer to an intersection of two streets than 40 feet.

~~6.~~ 4.Height, location, structural specifications, maximum and minimum curb radii permitted, and minimum roadway approach angles to the centerline of the street are subject to city standards.

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 ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

ATTEST:

_____
Casey Arnold
City Recorder