



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
SEPTEMBER 3, 2024
WEST POINT CITY HALL
3200 W 300 N | WEST POINT, UT**

Mayor:
Brian Vincent
Council:
Jerry Chatterton, *Mayor Pro Tem*
Annette Judd • Michele Swenson
Brad Lee • Trent Yarbrough
City Manager:
Kyle Laws

- **THIS MEETING IS OPEN TO THE PUBLIC AND HELD AT WEST POINT CITY HALL**
- **A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:**
 - » Online: <https://us02web.zoom.us/j/83380464283> » Telephone: 1(669) 900-6833 – Meeting ID: 833 8046 4283

ADMINISTRATIVE SESSION – 6:00 PM

1. Discussion Regarding the 2024 Party at the Point Celebration – Mrs. Heidi Moss [pg. 4](#)
2. Discussion Regarding the “Ivy Meadows & Adjoining Properties” Annexation Petition – Mr. Kyle Laws [pg. 9](#)
3. Discussion Regarding Water, Sewer, & Garbage Rate Study – Mr. Ryan Harvey [pg. 39](#)
4. Discussion Regarding a Water Line Easement for Big-O Tires – Mr. Boyd Davis [pg. 41](#)
5. Discussion Regarding a Postponement Agreement at 601 N 5000 W – Mr. Boyd Davis [p. 49](#)
6. Discussion Regarding a Code Amendment to Add “Animal Clinic” to Allowed Uses in C-C Zone – Mrs. Bryn MacDonald [pg. 54](#)
7. Discussion Regarding the PRUD Code & Development Agreements – Mrs. Bryn MacDonald [pg. 56](#)
8. Other Items

GENERAL SESSION – 7:00 PM

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 (*Please approach the podium & clearly state your name and address prior to commenting. 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. Update from UTOPIA Fiber
8. Recognition of the 2024 Party at the Point Art Contest Winners – Mayor Brian Vincent
9. Swearing-In of the 2024-2025 West Point City Youth Council Members – Mayor Brian Vincent
10. Decision to Deny or Accept for Further Consideration the “Ivy Meadows & Adjoining Properties” Annexation Petition – Mr. Kyle Laws [pg. 9](#)
11. Consideration of Approval to Release the Bluffview Subdivision Phase 1 from Warranty – Mr. Boyd Davis [pg. 57](#)
12. Consideration of Resolution No. 09-03-2024A, Approving an Agreement with Rocky Mountain Power for Service to the Sewer Lift Station – Mr. Boyd Davis [pg. 58](#)
13. Consideration of Resolution No. 09-03-2024B, Accepting a Waterline Easement for Big-O Tires – Mr. Boyd Davis [pg. 40](#)
14. Consideration of Resolution No. 09-03-2024C, Approving a Postponement Agreement at 601 N 5000 W – Mr. Boyd Davis [pg. 49](#)
15. Motion to Adjourn

Posted this 30th day of August, 2024:


Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above September 3, 2024 West Point City Council Meeting Notice & Agenda was posted on the date indicated in the following locations: 1) West Point City Hall, 2) official City website at www.westpointcity.org, and 3) the Utah Public Notice Website at www.utah.gov/pmn.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-776-0970.

TENTATIVE UPCOMING ITEMS

Date: **09/17/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding a Storm Drain Easement for the Craythorn Homestead Subdivision – Mr. Boy Davis

General Session – 7:00 pm

1. Update from the Davis County Sheriff's Office
2. Consideration of Approval of Resolution No. **, Approving a Storm Drain Easement for the Craythorn Homestead Subdivision – Mr. Boyd Davis
3. Consideration of Approval of Ordinance No. **, Amending Section ** to Add "Animal Clinic" as an Allowed Use in the C-C Zone - Mrs. Bryn MacDonald
 - a. Public Hearing
 - b. Action

Date: **10/01/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update

Date: **10/15/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. **

Date: **11/05/2024 - CANCELLED**

Election Day

Date: **11/19/2024**

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Update – Mr. Ryan Harvey
3. Discussion Regarding **

General Session – 7:00 pm

1. **

Date: **12/03/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding the 2025 West Point City Council Meeting Schedule – Ms. Casey Arnold

General Session – 7:00 pm

1. Youth Council Update
2. Update from the Davis County Sheriff's Office
3. Consideration of Approval of Ordinance No. 12-03-2024*, Approving the 2025 West Point City Council Meeting Schedule

Date: **12/17/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Update from the Davis County Sheriff's Office

PENDING & PERIODIC ITEMS

Administrative Session



WEST POINT CITY 2024 CALENDAR

2024

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
	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			

FEBRUARY

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		

AUGUST

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

MARCH

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						

SEPTEMBER

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					

APRIL

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				

OCTOBER

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		

MAY

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	

NOVEMBER

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

JUNE

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						

DECEMBER

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	1	2	3	4

JANUARY

1	New Year's Observed-CLOSED
2	Swearing-In Ceremony - 12 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
15	MLK Jr. Day - CLOSED
16	City Council - 6 PM
23	Council/Staff Lunch - 11:30 AM
25	Planning Commission - 6 PM

JULY

2	City Council - 6 PM
3 & 4	PARTY AT THE POINT EVENTS
9	Senior Lunch - 11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
12	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED
25	Planning Commission - 6 PM

FEBRUARY

6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
19	President's Day - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM

AUGUST

2	Summer Social - 6:30 PM
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM (Loy Blake)
16	MOVIE IN THE PARK - DUSK
20	City Council - 6 PM
22	Planning Commission - 6 PM

MARCH

1-2	City Council Planning & Visioning Session
5	PRIMARY ELECTION DAY
14	Planning Commission - 6 PM
19	Senior Lunch - 11:30 AM
19	City Council - 6 PM
28	Planning Commission - 6 PM
30	EASTER EGG HUNT - 10 AM

SEPTEMBER

2	Labor Day - CLOSED
3	City Council - 6 PM
10	Senior Lunch - 11:30 AM (Loy Blake)
12	Planning Commission - 6 PM
17	City Council - 6 PM
26	Planning Commission - 6 PM

APRIL

2	City Council - 6 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
19-20	ANNUAL SPRING CLEAN-UP
25	Planning Commission - 6 PM

OCTOBER

1	City Council - 6 PM
3	CEMETERY CLEANING
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
14	Employee Training - CLOSED
15	City Council - 6 PM
22	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM
26	HALLOWEEN CARNIVAL 6-8 PM
TBD	ANNUAL FALL CLEAN-UP

MAY

2	CEMETERY CLEANING
7	City Council - 6 PM
9	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
21	Council/Staff Lunch - 11:30 AM
23	Planning Commission - 6 PM
27	Memorial Day - CLOSED

NOVEMBER

5	GENERAL ELECTION DAY
11	Veterans Day - CLOSED
12	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
28/29	Thanksgiving - CLOSED

JUNE

4	City Council - 6 PM
7	MOVIE IN THE PARK - DUSK
8	MISS WEST POINT PAGEANT - 7 PM
11	Senior Lunch - 11:30 AM (Loy Blake)
13	Planning Commission - 6 PM
18	City Council - 6 PM
19	JUNETEENTH - CLOSED
27	Planning Commission - 6 PM

DECEMBER

2	CITY HALL LIGHTING - 6 PM
3	City Council - 6 PM
6	CHILD REMEMBRANCE - 7 PM
7	Christmas Party - 7 PM
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
17	City Council - 6 PM
20	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED
1	New Year's - CLOSED

CITY COUNCIL STAFF REPORT

Subject: 2024 Party at the Point Wrap-Up Report
Author: Heidi Moss
Department: Executive
Meeting Date: September 3, 2024



Background

West Point City’s annual “Party at the Point” celebration is a community event with a purpose to bring the local community together for a day of fun and festivities. The event typically features live music, food vendors, family-friendly activities, and fireworks. Over the years, “Party at the Point” has grown in popularity, becoming a highlight of the city’s social calendar and a symbol of West Point’s community spirit. A dedicated committee is organized each year to plan and coordinate the event, ensuring that it runs smoothly. This year’s committee members were: myself, Kyle Laws, Paul Rochell, Kasey Gibson, Karly Norwood, Brad Lee, Rachelle Frederiksen, Chaundra Wilson, and Matt Drake.

Committee members provided valuable feedback on this year’s event, highlighting areas of success and suggesting improvements for the future.

Analysis

This year’s event was held on Thursday, July 4th, with the 3-on-3 Basketball Tournament held the evening before on July 3rd and the Golf Tournament on Friday, June 28th.

New in 2024

A few items we updated this year included:

- Corn Hole Tournament.
 - To ensure that this event ran smoothly and professionally the city partnered with Mountain Town Cornhole, a company known for facilitating and executing cornhole events. Their expertise brought a new level of competition and fun to the celebration, making it an even more engaging experience for attendees due to the large number of teams available to participate in with beginner and advanced brackets. Our plan is to continue having this be a permanent event for the day.
- Return of the Tractors:
 - The tractors made a much-anticipated return for the grand parade. Richard Hoskins (a local resident) was able to coordinate with Great Basin Antique Machinery Club to ensure a great turnout and participation. The return of the tractors not only honored the community’s roots but also reinforced the sense of tradition for our community’s hometown celebration.
- Extending Vendor Booth Registration:
 - This year we extended the vendor booth registration deadline which led to an even bigger response from those eager to participate at the last minute. As a result, we welcomed 41 food and nonfood vendors, compared to around 30 in previous years. Despite the increase we successfully maintained adequate space for everyone.

- Dunk Tank:
 - Although this item isn't necessarily new this year. The recreation department invited the championship baseball and softball teams to dunk their coaches, adding a competitive and celebratory element. Additionally, residents had the opportunity to dunk local figures like the mayor, sheriffs, and firefighters. The expanded use of the dunk tank was utilized and provided more opportunity than the previous year.
- Magic Show:
 - We introduced a new form of entertainment by adding a magic show to the lineup, replacing the usual musical opener before the headliner. The magician captivated the audience and created an engaging and family-friendly atmosphere. The decision to feature a magic show added variety to the entertainment.

Proposed Changes for Next Year

After the event, the Committee, as well as City Staff, met to review or email provided feedback on how the event went and discussed suggested changes and improvements for the next year. These include:

- Enforcing City Code by not allowing electric throttle bikes, 4-wheelers and side-by-sides on the grass.
- Adding more signage throughout the event.
 - Adding more signage and incorporating QR codes for easy access to the day's event schedule will help attendees navigate the celebration more easily and stay informed about all activities and times. With clear signage and digital convenience, we aim to make the event smoother and more added clarification.

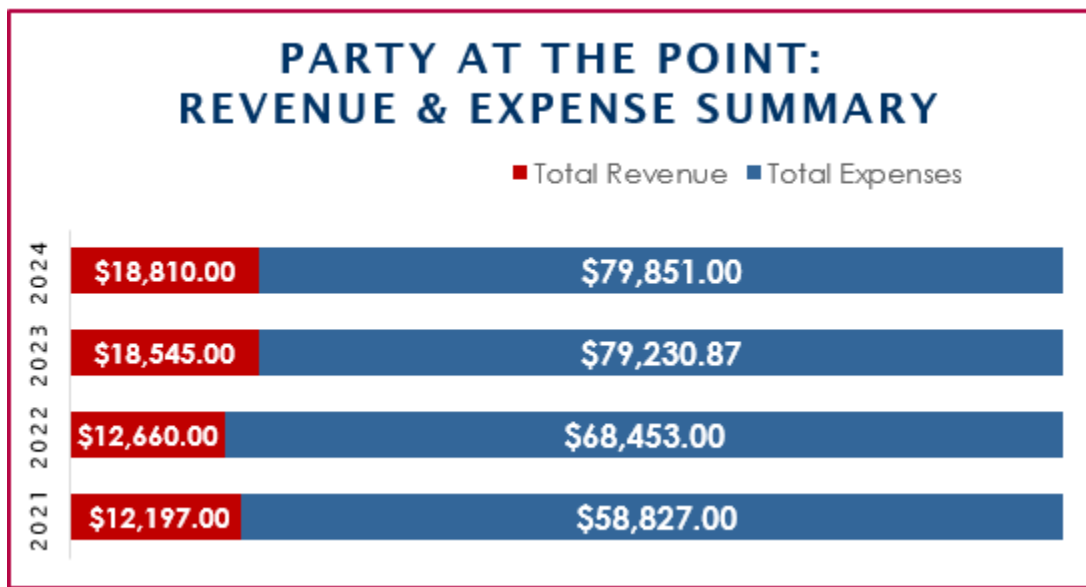
Budget

The attached Budget Summary outlines the revenue and expenses of this year's event, and a comparison summary to past years. A review of the event budget is as follows:

Revenue & Expenses

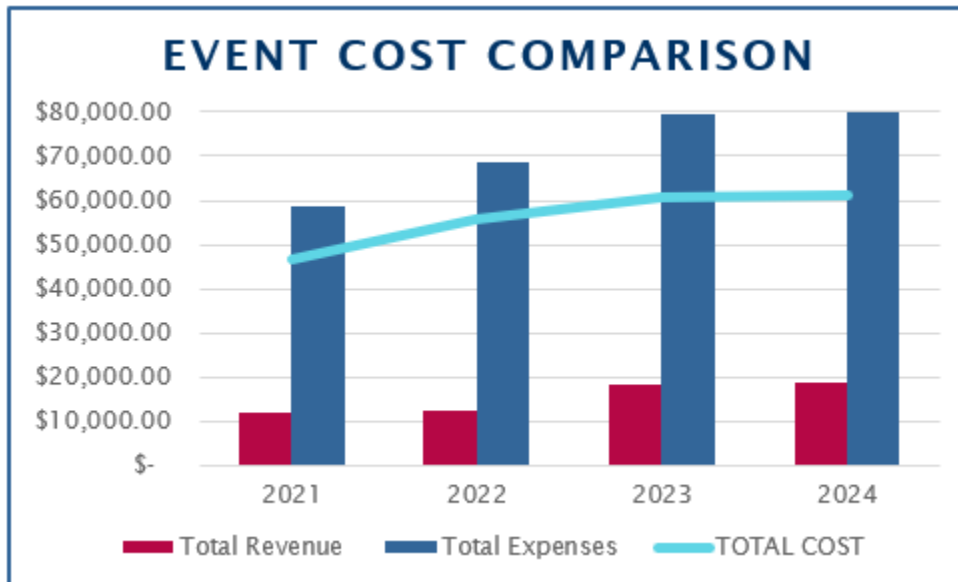
- We received \$18,810.00 in revenue among all sponsorships and registrations (5K, Baby Contest, booth rental, etc.). The sponsorships this year alone totaled \$9,200, which is an increase of about 5.75% from last year's sponsorship amount.
- We saw a 15.51% decrease in the number of participants from the 5K/2 Mile Walk compared to last year. Though the reason is unclear. We believe this is just a fluke and are confident that next year will see a strong rebound. We have discussed allowing our 5K/2 Mile Walk shirts available for purchase without participating in the event. Residents in the community have reached out requesting to purchase clothing merchandise for the Party at the Point.
- The Baby Contest revenue had an increase of 13% from last year. Feedback was positive this year and we expect to see an increase again in registrants next year.
- Our vendor booth revenue had an increase of 26.8% from last year. We extended the deadline date for registration which we feel helped increase the amount, and we were lucky enough to have the space to be able to accommodate all those booths.

- Some expenses this year overall were slightly higher compared to last. This is mostly due to rising costs of supplies in our current economy. Some of the increases were:
 - Shirt costs – There was a price increase of .50 cents per shirt more than the previous year.
 - Volunteer snacks and drinks – Price increase of 21% for same snack and drink items.
 - Other costs – The Beat of Time Stage rental had a 13% price increase from the previous year. Parking signage was purchased. Rock wall and Bounce house increased by 42%. Garbage prices increased by 55%. City Council Parade Float Decor items were purchased. Feedback for the float was extremely positive. Adding the Cornhole Tournament increased the budget by \$400.



Overall Event Cost

As can be seen in the budget summary, overall, the event’s expenses were only \$620 higher than the previous year, thanks to several cost-saving total expenses. Notably, the combined cost of the headliner and magic show was \$1,000 less than the previous year’s band alone. Additionally, our sponsorship banners were donated, and fewer volunteers led to reduced costs for thank-you notes and t-shirts. The event flyer was also less expensive this year. This adjustment helped keep the overall increase in expenses relatively modest. This event is the only event that does not fall entirely into the same fiscal year. Many purchases for this year’s event were made in last year’s budget and the same will happen in this year’s budget for next year’s event. The reality is it is costing more each year to run this event. Costs are going up and our population is increasing, and to maintain the level of service for this event that has been established over the years, is the reason we requested to amend the budget for the 2025 fiscal year.



Conclusion

The 2024 Party at the Point was another successful event. As I have reflected on my second year as the Community Event Specialist, I have considered how much I have grown in the role I have refined my skills in planning, managing logistics, and engaging even more with the community. Each year brings new challenges and opportunities to learn and having the experience this year helped navigate the event more smoothly. Concluding this event, it’s important to celebrate the wins-whether it’s higher attendance, positive feedback, or a stronger sense of community. Acknowledge the efforts of everyone involved and take note of any lessons learned to make next year’s event even better.

Looking Ahead to 2025

The 2025 Party at the Point will be held on Friday, July 4th, 2025. The Golf Tournament will be on Friday, June 27th and the 3-on-3 Basketball Tournament will be on Thursday July 3rd.

Recommendation

Staff welcomes the Council’s suggestions and recommendations on how to continually improve the event for our residents.

Significant Impacts

There are no significant impacts at this time.

Attachments

2024 Party at the Point Event Budget

Party at the Point 2024

EXPENSES

TOTAL EXPENSES	2023	2024
	\$79,230.87	\$79,851.00

Main Events	Cost
Fireworks	\$ 22,693.00
Parade	\$ 3,600.00
Golf Tournament	\$ 2,106.00
Cornhole Tournament	\$ 400.00
Games & Contests	\$ 2,685.00
Total	\$ 31,484.00

Shirts	Cost
5K Shirts	\$ 4,979.00
Marching Band	\$ 425.00
Council/PC	\$ 247.00
Staff	\$ 289.00
Volunteers/Sponsors	\$ 1,952.00
Total	\$ 7,892.00

Entertainment	Cost
Band	\$ 2,500.00
Rockwall	\$ 1,712.00
Bouncehouse	\$ 1,712.00
Movie	\$ -
Balloon Twister	\$ 1,000.00
Magic Show	\$ 1,200.00
Total	\$ 8,124.00

Tech/Logistics	Cost
Stage	\$ 6,000.00
Sound	\$ 5,550.00
Light Tower	\$ 492.00
Barricades	\$ 1,432.00
Ice Cooler	\$ 179.00
Porta Potties	\$ 3,553.00
Garbage	\$ 544.00
Fans	\$ 119.00
Total	\$ 17,869.00

Publicity	Cost
Sponsor Banners	Donated
Event Flyer	\$ 932.00
Parking Signs	\$ 403.00
Total	\$ 1,335.00

Prizes	Cost
Prizes	\$ 8,326.00
Creamies	\$ 747.00
Total	\$ 9,073.00

Volunteers	Cost
Thank You/Gift Cards	\$ 1,520.00
Committee Wrap-Up	\$ -
Volunteer Tent	\$ 1,157.00
Lunch	\$ 532.00
Total	\$ 3,209.00

Misc	Cost
Supplies	\$ 511.00
Staff Wrap-Up	\$ 354.00
Total	\$ 865.00

CITY COUNCIL STAFF REPORT

Subject: “Ivy Meadows” Annexation Petition
Author: Kyle Laws
Department: Executive
Meeting Date: September 3, 2024



Background

On August 12, 2024, a complete Annexation Petition was submitted to the City. The Petition Title is “Ivy Meadows and Adjoining Properties” and includes property in the area around 2425 N 4500 W, north to the county line and west to approximately 6000 W, consisting of roughly 38 different parcels. In accordance with State law, the Annexation Petition must be placed on a City Council agenda for acceptance of the Annexation Petition for further consideration within 14 days after the Petition is submitted. According to Utah Code Section 10-2-405, the City has no obligation to accept the petition for further consideration, even if the property is within the City’s future annexation area and can deny the Petition at this point. However, if the Council fails to either accept or deny the Petition, it is considered as accepted for further consideration. Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed – it only means that the Council is allowing the process to continue.

Analysis

The annexation process is dictated by Utah State Code and is found in §10-2-4. If the petition is accepted, whether through approval or non-action, a series of deadlines and processes are initiated. To briefly summarize, a 30-day deadline will begin for the City Recorder to obtain any records or further information needed from the County or Petitioner and work with other Staff and our legal counsel to determine if the Petition meets the requirements of the applicable annexation statutes. Should it not, the City Recorder must reject the Petition and deliver notice of and reasons for the rejection to the City Council, Petitioner, and Davis County Board of Commissioners.

If the Petition is determined to meet the requirements, the City Recorder must certify the Petition and a Notice of Certification must be sent to the Council, Petitioner, and County. Within 10 days of the Council’s receipt of the Notice of Certification, the City Recorder must begin the noticing process to affected entities, surrounding property owners, and the public. Public notice must be given for three successive weeks.

Protests to the Petition must be filed within 30 days of the Council’s receipt of the Notice of Certification. Protests may be filed by the legislative or governing body of an affected entity, including counties, local districts, special service districts, etc., and are filed directly with the Davis County Board of Commissioners. Another process begins at that point, but the main takeaway is that accepting the Petition begins a roughly two to three-month annexation process. Attached is an “Annexation Process” outline Staff has put together that details the responsibilities of each party and the various deadlines and requirements.

Again, it is important to understand that Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed or even that the Council is in favor of the

annexation – it only means that the Council is allowing the process to continue. It is also important to understand that the Council does not have to approve an annexation, regardless of whether it meets all of the requirements – the decision is completely at the discretion of the City Council.

Recommendation

Staff has no recommendation to the Council on whether to accept or deny this annexation for further consideration. However, it is important to note that staff has been in regular contact and communication with the petitioner and other property owners in making sure that the petition is as desirable as possible for the City.

Significant Impacts

If the petition is accepted for further consideration, the immediate significant impact is that a 30-day deadline is initiated in which the City Recorder must either certify or deny the petition in accordance with the applicable requirements. If certified, the City Council will be given a Notice of Certification and a public noticing process begins.

Attachments

Ivy Meadows & Adjoining Properties Annexation Petition
Annexation Process Outline



WEST POINT CITY

3200 W 300 N
West Point, UT 84015
801.776.0970

ANNEXATION PETITION

(Submit to City Recorder's Office)

PETITION TITLE: IVY MEADOWS & ADJOINING PROPERTIES

PROPERTY LOCATION: _____ ACREAGE: 264.84

AFFECTED PROPERTY OWNER NAMES: <i>(within Annexation Area):</i>	PROPERTY ADDRESS:	PARCEL ID#:
<u>SEE ATTACHED</u>	<u>2425 N - COUNTY LINE</u>	
	<u>4500 W - 6000 N</u>	

Attach additional sheet as needed

MAIN CONTACT PERSON:

(It is the Main Contact's responsibility to notify/inform other property owners of any notifications or information received regarding this Annexation Petition)

Name: RICK SCADDEN Phone: 801-725-0789
Mailing Address: 118 E LOMOND VIEW DR City: NORTH OGDEN
State: UT Zip: 84414 Email: rickscaaden@gmail.com

INCLUDE WITH THIS PETITION (in accordance with UCA §10-2-403):

1. A copy of the Notice of Intent to File an Annexation Petition sent to affected entities as required, the date the notice was sent, and a list of the affected entities to which notice was sent.
2. Signature page(s) (**must include the required statement**) of property owners that are within the proposed annexation area.
3. One 24" x 36" accurate and recordable (mylar) map, prepared by a licensed surveyor, of the area proposed for annexation. Mylar copy must be stamped by the surveyor and meet the requirements of UCA§ 17-23-20(4).
4. Four 11" x 17" paper copies of the map prepared by the licensed surveyor.
5. Electronic copy of prepared map sent to carnold@westpointcity.org
6. A legal property description in word format sent to: carnold@westpointcity.org
7. On the date of filing with the City Recorder, deliver or mail a copy of petition (including paper copy of map) to Davis County Recorder

Signature of Applicant: Rick Scadden 8-9-24
Date Submitted

Applicant Information (If different than Main Contact):

Name: _____ Phone: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Email: _____

Received Aug 12, 2024 - Cathy Alford

PARCEL

OWNER NAME

130450014 PICKARD, SKYLER & GABRIELLE
 130450019 TODD, CYNTHIA
 130450033 LARSEN, CATHERINE
 130450034 FOWERS, RULON
~~130450047 SHIMIZU, NATALIE~~
 130450048 FOWERS, RULON
 130450049 PAZ, MARIA
 130450050 FOWERS, RULON
 130450055 YAMASHITA, DENNIS & MITZIE ANN
 130450056 YAMASHITA, WAYNE
 130450057 SHIMIZU, NATALIE
 133030001 SMITH, PAIGE MILLER & JAKE
 133310001 PAGE, JAMES & KATHY
 133310002 HARDING, TERRY & MICHELE
 133310003 CAMPBELL, DARCY & AMY
 141000005 THURGOOD, BRENT & LINDA
 141000006 FOWERS, BLAINE & PEGGY
 141000008 BENNETT, MAX
~~141000018 SMITH, LUCAS & JESSIE~~
 141000019 BENNETT, JENNIFER NELSON, BECKY CHRISTIANSEN, & LINDA
 141000020 PETERSON, JENNIFER & JEFF
 141000038 HL PARKER FARMS
 141010001 IVY MEADOWS
 141010003 FOWERS, RULON
 141010010 SNP PROPERTIES
 141010011 SPENKLE, JOHN
 141010012 COLE, CHARLES
 141010014 HIRASUNA, EMY
 141010015 ALEXANDER, KELLY
~~141010023 TUTTLE, WILMA & DARRELL~~
 141010024 TUTTLE, DARRELL & PHYLLIS
~~141010025 CIRCLE F LAND & LIVESTOCK~~
 141010029 KING, ELIZABETH & MEB
 141010031 KING, ELIZABETH & MEB
 141010032 CIRCLE F LAND & LIVESTOCK
 144170001 BOWCUTT, BECKY
~~144170002 BENNETT, MAX~~
~~144900001 HUNT, RENA~~
~~145580001 GRAHAM, ROGER & VICKIE~~
~~145580002 HAWKES, DAVE & PAMELA~~
 145580003 VAN KOMEN, MARK & JULIE
 145580004 NESSEN, JUSTIN & AMY
 145580005 HUNTER, JUSTIN & ANGELA
 145700002 TUCKETT, DAREK & ALEXIS
 145700003 ANDERSON, ERIC MORRIS & LEANN
 145700004 FITZGERALD, BRIAN BOYD & ARMAND
 145740001 HANCOCK, JARED

PETITION MAIN CONTACT PERSON: _____ PHONE: _____

OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR **NOT IN FAVOR**



Signature

Darek Tuckett 5802 W 2425 N

Name

Property Address or Parcel ID

IN FAVOR **NOT IN FAVOR**

Signature

Name

Property Address or Parcel ID

IN FAVOR **NOT IN FAVOR**

Signature

Name

Property Address or Parcel ID

IN FAVOR **NOT IN FAVOR**

Signature

Name

Property Address or Parcel ID

IN FAVOR **NOT IN FAVOR**

Signature

Name

Property Address or Parcel ID

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE SIGN THIS PETITION AND INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST.

SIGNATURE	NAME	IN FAVOR	NOT IN FAVOR
<i>Jerry Howard</i>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Cynthia L. Todd</i>	<i>Cynthia Todd</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>2430 No 5000 W</i>	<i>Parcel ID# 130450019</i>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE OF ANNEXATION PETITION

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE SIGN THIS PETITION AND INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST.

SIGNATURE	NAME	IN FAVOR	NOT IN FAVOR
<i>Chad Stratford</i> <small>dotloop verified 09/07/21 8:30 PM EDT E5PM-RTVV-YOUB-WIE6</small>	Chad Stratford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

*Not-Annex
Petition*

2

PETITION MAIN CONTACT PERSON: _____

PHONE: _____

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR	<input checked="" type="checkbox"/>	NOT IN FAVOR	<input type="checkbox"/>
			
Signature		Name	
		Lasertech Farming LLC C/O Tamara P. Bell	
		Property Address or Parcel ID	
		130450001	

NOT PART OF PETITION THIS PARCEL

IN FAVOR	<input checked="" type="checkbox"/>	NOT IN FAVOR	<input type="checkbox"/>
			
Signature		Name	
		Rulon Fowers	
		Property Address or Parcel ID	
		130450048 ✓ 130450050 ✓ 141010001 - Ivy Meadows 141010003	

IN FAVOR	<input type="checkbox"/>	NOT IN FAVOR	<input type="checkbox"/>
Signature		Name	
		Property Address or Parcel ID	

IN FAVOR	<input type="checkbox"/>	NOT IN FAVOR	<input type="checkbox"/>
Signature		Name	
		Property Address or Parcel ID	

IN FAVOR	<input type="checkbox"/>	NOT IN FAVOR	<input type="checkbox"/>
Signature		Name	
		Property Address or Parcel ID	

OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE OF ANNEXATION PETITION

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE SIGN THIS PETITION AND INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST.

SIGNATURE	NAME	IN FAVOR	NOT IN FAVOR
<i>Kevin Howell</i> <small>dotloop verified 10/19/21 7:06 AM MDT 9225-UQCE-EVPA-DR8T</small>	Kevin Howell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

*Not
this
petition*

PETITION MAIN CONTACT PERSON: _____

PHONE: _____

5

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Signature

Name Cole Tushs Property Address 2655 N 6000 W

IN FAVOR NOT IN FAVOR

Signature (Not a property owner)

Name Anetra Fortes Property Address 2411 N 5300 W

IN FAVOR NOT IN FAVOR

Signature (Not a property owner)

Name Erica Higley Property Address 5196 W 1925 N Hoop & Cuts

IN FAVOR NOT IN FAVOR

Signature

Name Jared Hancock Property Address 5202 W 2495 N.

IN FAVOR NOT IN FAVOR

Signature

Name Liz King Property Address 5262 W 2495 N (Hoop)

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:
No public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you do not support the petition, you may withdraw your petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder. If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE SIGN THIS PETITION AND INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST.

SIGNATURE	NAME	IN FAVOR	NOT IN FAVOR
<i>[Signature]</i>	Kelly Becker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Walter Walker	<input type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Robert Kim Wilda	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Dennis Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	KEVIN WALKER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>[Signature]</i>	Margaret M. Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Robert Spivey	<input type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Blake Speckley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	Robert Spivey	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

GB

bound presentation book with 12 pockets

Office DEPOT

ETITION MAIN CONTACT PERSON:

Michael Hooper

PHONE:

501 430-2013

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Scott Wickes
Signature

Colt + Mike Hooper
Name

5916 W 2425 N
Property Address

IN FAVOR NOT IN FAVOR

Roger & Jackie Graham
Signature

Roger & Jackie Graham
Name

5522 W 2425 N
Property Address

IN FAVOR NOT IN FAVOR

Scott Wickes
Signature

Scott Wickes
Name

2618 N. 6000 W Hooper
Property Address

IN FAVOR NOT IN FAVOR

Mike Wickes
Signature

Mike Wickes
Name

2188 N 6000 W Hooper
Property Address

IN FAVOR NOT IN FAVOR

Ronald Lee Brown
Signature

Ronald Lee Brown
Name

2046 N. 6000 W Hooper
Property Address

PETITION MAIN CONTACT PERSON: _____

PHONE: _____

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Dorella Hankford
Signature

Dorella Hankford
Name

21611 N 6000 W
Property Address

IN FAVOR NOT IN FAVOR

Becky Christensen
Signature

Becky Christensen
Name

16149 S. 1300 W.
Property Address

IN FAVOR NOT IN FAVOR

Bruce Bennett
Signature

Bruce Bennett
Name

3581 N. 5500 W.
Property Address

IN FAVOR NOT IN FAVOR

[Signature]
Signature

Becky Hankford
Name

21622 N 5500 W
Property Address

IN FAVOR NOT IN FAVOR

[Signature]
Signature

Dore & Amy Campbell
Name

4424 W 2050 N
Property Address

PETITION MAIN CONTACT PERSON: _____

PHONE: _____



**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Renia R. Hunt
Signature

RENIA R. HUNT
Name

2505 N 5500 W
Hooper UT 84315
Property Address

IN FAVOR NOT IN FAVOR

Barbara A. Grumbein
Signature

Barbara A. Grumbein
Name

1925 N 5000 W, Hooper
UT 84315
Property Address

IN FAVOR NOT IN FAVOR

Beverly P. Bailey-Hl Packer Farms
Signature

Beverly P. Bailey
Name

3425 N 6000 W.
Property Address

IN FAVOR NOT IN FAVOR

Don E. Fowers
Signature

DON E FOWERS
Name

2451 N. 4500 W.
Property Address

IN FAVOR NOT IN FAVOR

Signature

Name

Property Address

PETITION MAIN CONTACT PERSON:

Beverly Parker Bailey

PHONE: *801-628-6276*

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Darrell L. Tuttle
Signature

Darrell L. Tuttle
Name

2761 N 5000 W
Property Address

IN FAVOR NOT IN FAVOR

Rulon H. Foust
Signature

Rulon H. Foust
Name

2734 N 5000 W
Property Address

IN FAVOR NOT IN FAVOR

Rulon H. Foust
Signature

Rulon H. Foust
Name

2734 N 5000 W
Property Address

IN FAVOR NOT IN FAVOR

Tammy Bell for Lasertech Farming
Signature

Tammy Bell
Name

2600 N 4500 W
Property Address

IN FAVOR NOT IN FAVOR

Signature

Name

Property Address

PETITION MAIN CONTACT PERSON: _____

PHONE: _____

**OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.
If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLEASE INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST & PROVIDE SIGNATURE VERIFICATION.

IN FAVOR NOT IN FAVOR

Julie Van Koman
Signature

Julie Van Koman
Name

5584 W. 2425 N
Property Address
Hoop UT 84905

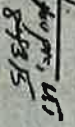


IN FAVOR NOT IN FAVOR

[Signature]
Signature

[Signature]
Name

5244 W 2425 N
Property Address
Hooper UT 84905

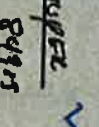


IN FAVOR NOT IN FAVOR

[Signature]
Signature

Emy Hirayama
Name

2435 W. South Hooper
Property Address
84905

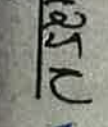


IN FAVOR NOT IN FAVOR

[Signature]
Signature

M. TERESA PAZ
Name

4750 W. 2425 N
Property Address



IN FAVOR NOT IN FAVOR

[Signature]
Signature
SNP Properties

Nikki Parker
Name

2425 N. 5000 W
Property Address



13

This document is now complete.

CLOSE

DocuSign Envelope ID: 87AC79C7-CFC3-4D08-878F-10E7A4FF3BA2

OFFICIAL PROPERTY OWNER(S) SIGNATURE PAGE OF ANNEXATION PETITION

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)


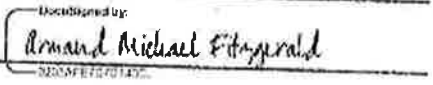
NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City Recorder gives notice that the petition has been certified.

PLEASE SIGN THIS PETITION AND INDICATE YOUR POSITION ON THIS ANNEXATION REQUEST

SIGNATURE	NAME	IN FAVOR	NOT IN FAVOR
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
DocuSigned by: 	Armand Michael Fitzgerald	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>



WEST POINT CITY ANNEXATION PROCESS

**Disclaimer: The information provided herein is provided for general information and educational purposes only and does not replace the laws of the State of Utah or West Point City. Petitioner is responsible for knowing and abiding by all requirements and deadlines regarding the annexation process as outlined in the applicable statutes.*

CONTENTS

1. PRE-PETITION STEPS.....	2
2. FILING THE ANNEXATION PETITION	3
3. UPON FILING OF PETITION WITH CITY RECORDER	4
4. IF PETITION IS CERTIFIED BY CITY RECORDER	5
5. IF PETITION IS not CERTIFIED BY CITY RECORDER	6
6. PROTESTS	7
IF PROTESTS ARE RECEIVED.....	8
IF NO PROTESTS ARE RECEIVED	8
7. ANNEXATION APPROVAL/FINALIZATION.....	9

RESPONSIBLE PARTY DESIGNATION:

- *PETITIONER
- *COUNTY
- *CITY
- *PROTESTS
- *LT. GOVERNOR

1. **PRE-PETITION STEPS**

***PETITIONER:**

1. **Review West Point City Code Chapter 17.50** – Annexation Policy Plan (Attached hereto as Appendix A)
2. **Review Utah State Code Chapter 10-2-4 - Annexation**, paying particular attention to Section 10-2-4-403 regarding the petition process
3. Understand that a petition may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.
4. **Verify the area** considered for annexation is generally located within the City's annexation area (map attached hereto as Appendix B) and meets the descriptions indicated in West Point City Code Chapter 17.50.
5. **Verify the boundaries** of the area proposed for annexation shall, if possible, be drawn:
 - a. along the boundaries of existing local districts and special service districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;
 - b. to eliminate islands and peninsulas of territory that is not receiving municipal-type services;
 - c. to facilitate the consolidation of overlapping functions of local government;
 - d. to promote the efficient delivery of services; and to encourage the equitable distribution of community resources and obligations.
6. **File a notice of intent to file an annexation petition**, including an accurate map of the area that is going to be proposed to be annexed
 - a. Must be filed with the City Recorder
 - b. Sent to each affected entity as defined in UCA 10-2-401
7. **File a written request with Davis County to mail** a Notice of Intent (different from Petitioner's Notice of Intent) that they are required to mail to property owners once receiving the written request to do so, along with payment of an amount equal to the County's expected actual cost of mailing the notice. **See " - COUNTY" for more info about this notice.*

***COUNTY:**

1. **County must create and mail a specific Notice of Intent that must contain the language** in UCA 10-2-403(2)(b)(i)(A) **within 20 days** after receiving the written request from Petitioner
 - a. *Note: The County's Notice of Intent is different than the notice of intent first sent by Petitioner to the city and affected entities. The County is required to create and mail the notice, with the specific language, within 20 days after receiving the written request to do so from petitioner.*
2. **County shall mail the Notice of Intent to:**
 - a. Each owner of real property located within the area to be annexed
 - b. Each owner of real property located within 300 ft. of the area proposed to be annexed
3. **County must send West Point a copy** of the Notice of Intent and a certificate indicating that it was mailed as required.

2. FILING THE ANNEXATION PETITION

***PETITIONER:**

- 1. Compile a complete Annexation Petition**, which must include the following:

NOTE: All documents must be submitted simultaneously (documents will not be accepted by the City Recorder in parts)

- a. An accurate map, prepared by a licensed surveyor**, of the area proposed for annexation; and
 - b. Designation of Petitioners** (up to five), mailing addresses must be included
 - i. Designation of Main Contact** - one of the five sponsors must be designated as the Main Contact to receive all communication
 - c. Official Signatures of Property Owners:**
 - i. Signatures must be on the Official Signatures page(s)** that includes the required Notice to Property Owners. *This page may be duplicated as needed for circulation in obtaining signatures.*
 - ii. Total signatures needed from private property owners** must amount to:
 - 1. Majority** of the private land area within the area
 - 2. At least 1/3 of the value** of all private real property within the area **AND (if applicable):**
 - 3.** 100% of all rural real property within the area
 - 4.** 100% of all the publicly owned property
 - 5.** 100% of the private land area if area is within a Migratory bird production area (UCA Title 23, Chapter 28)
- 2. File Petition with the West Point City Recorder** during regular West Point City Hall business hours
- 3. Deliver or mail a copy of the Petition to the Davis County Clerk's Office** on the date of filing with the West Point City Recorder

3. UPON FILING OF PETITION WITH CITY RECORDER

***CITY COUNCIL:**

1. Annexation Petition to be taken to the City Council at the **next regularly scheduled meeting that is at least 14 days after** the filing date. At that time, the City Council may:
 - a. **Accept the Petition** for further consideration.
 - i. If the Petition is not acted upon at this meeting, the Petition is considered accepted for further consideration
 - b. **Deny the Petition**
 - i. If denied, the City Recorder shall, within five days after denial, mail written notice of denial to the Main Contact and County Clerk

***CITY RECORDER:**

1. **Within 30 days** of acceptance for further consideration, City Recorder shall:
 - a. Obtain any records from the County Assessor, Clerk, Surveyor, and Recorder necessary to determine whether the Petition meets the requirements of UCA 10-2-403(3), (4), and (5); and
 - b. Determine, with any necessary assistance from the City Attorney or City Staff, if the Petition meets those same requirements of UCA 10-2-403(3), (4), and (5)
 - i. If Petition is determined to meet requirements:
 1. City Record shall certify the Petition
 2. Mail or deliver written Notice of Certification to the City Council, the Main Contact, and the Davis County Board of Commissioners
 - ii. If Petition is determined as failing to meet requirements:
 1. City Recorder must reject the Petition
 2. Mail or deliver notice of rejection and the reasons for rejection to the City Council, Main Contact, and the Davis County Board of Commissioners.
 - a. If Petition is rejected, the Petition may be modified and re-filed as a newly filed petition (process starts all over).

4. IF PETITION IS CERTIFIED BY CITY RECORDER

***CITY COUNCIL / CITY RECORDER:**

1. The City Council must **advise the public of the Notice of Certification and intent to consider the Petition** (UCA 10-4-206):
 - a. **No later than 10 days after** Notice of Certification, notice is to be provided within the area proposed for annexation and the unincorporated area within ½ mile of the proposed annexation area by:
 - i. **mailing the notice** to each residence and property owner within the combined area.
 - ii. **Posted** in an area reasonably likely to be seen by residents
 - iii. **City website and Utah Public Notice Website**
 - b. **Beginning no later than 10 days** after receipt of the Notice of Certification by the City Council, the Notice must be posted for three weeks on the Utah Public Notice Website and on the City's website.
 - c. **Within 20 days** from receipt of Notice of Certification mail notice to each affected entity.
 - d. **Notice must include the following:**
 - i. State that a petition has been filed with West Point City proposing the annexation of an area to the City;
 - ii. State the date the City Council received Notice of Certification from the City Recorder
 - iii. Describe the area proposed for annexation in the annexation petition
 - iv. State that the complete Annexation Petition is available for inspection and copying at the office of the City Recorder;
 - v. State in conspicuous and plain terms that West Point City may grant the Petition and annex the area described in the Petition unless, within the time required under UCA 10-2-407(2)(a)(i), a written protest to the Annexation Petition is filed with the Davis County Boundary Commission and a copy of the protest is delivered to the West Point City Recorder. The actual date of the deadline for filing a written protest must be specified rather than just by reference to statute;
 - vi. State the address of the Davis County Boundary Commission where a protest to the Annexation Petition may be filed; and
 - vii. State, IF the proposed annexation area is not already within their boundaries, that the area proposed for annexation to West Point City will also automatically be annexed to the North Davis Fire District and the Davis County Sheriff's Office, which are the local districts providing, respectively, fire protection, paramedic, emergency services, and law enforcement service. If this is the case, further language must also be included as outlined in UCA 10-2-406(vii) and (vii)
 - viii. Notice may not be included with any information unrelated to Petition
 - e. The City Council may request the petitioner to provide additional information as outlined in WPC 18.25.060.

5. IF PETITION IS NOT CERTIFIED BY CITY RECORDER

***CITY COUNCIL / CITY RECORDER:**

1. If the City Recorder determines that the petition does not meet all the requirements and rejects the petition:
 - a. Must **mail or deliver written notification of rejection and the reason** to the city, contact sponsor, and county
2. The **petition may be modified** to correct the deficiencies for which it was rejected
 - a. A signature from the rejected petition may be used for the modified petition
3. The modified, refiled petition shall be treated as a **newly filed petition**

6. **PROTESTS**

***PROTESTERS:**

1. Protests may be filed by:

- a. The legislative body or governing board of an **affected entity**:
 - i. Affected entity is defined as: the county, any local district, special service district, school district whose boundary includes any part of the proposed annexation area if the boundary is proposed to be adjusted as a result of the annexation, and any municipality whose boundaries are within ½ mile of the proposed annexation area
- b. An **owner of rural real property**
 - i. Rural real property a single parcel or group of contiguous parcels under common ownership that consists of no less than 1,000 acres, zoned for manufacturing or agricultural purpose and does not include residential units with a density greater than one unit per acre.
- c. An **owner of property located in a mining protection area**

2. Filing a Protest:

- a. Must be **filed within 30 days** of City Council's receipt of Notice of Certification
- b. Must be **filed with the Davis County Boundary Commission**
- c. A **copy of the protest** must be delivered or mailed to the West Point City Recorder on the date protest is filed

3. Protests must:

- a. **State each reason and justification** for protest, as well as any other information deemed to be pertinent to the protest
- b. **State the name and address of a contact person** to receive notice from the Davis County Boundary Commission
- c. **Contain other information** that the Davis County Boundary Commission by rule requires

IF PROTESTS ARE RECEIVED

***COUNTY:**

1. Upon receipt of a protest, the **Davis County Clerk shall:**
 - a. **Immediately notify Davis County Legislative Body** of any protest
 - b. **Deliver protest to the Davis County Boundary Commission** within **five days** of receipt.

***CITY COUNCIL / CITY RECORDER:**

1. If a protest is filed within the 30 days, the **City Council may, at the next regular** meeting thereafter the expiration of the 30-day protest period, **deny the Petition.**
 - i. If City Council denies, **written notice of denial shall be mailed within 5 days** after denial to Petition Main Contact, Davis County Boundary Commission, and each entity that filed a protest.
 1. Notice of the denial of the Petition must be sent to the contact sponsor, the commission, and the protestor within 5 days.
 - ii. **If not denied or considered, the City Council cannot** take any further action until after receipt of the Davis County Boundary Commission's notice of its decision on a protest.
 - iii. **If the Commission approves** the Petition for Annexation, the City Council may:
 1. **Deny** the Petition
 2. **Approve** the Petition **consistent with the Commission's decision**
 - a. Rural real property shall be excluded unless the property owner provides written consent to include the property.

IF NO PROTESTS ARE RECEIVED

***CITY COUNCIL / CITY RECORDER:**

1. **If no protests are received** within the 30 days following the City Recorder's Notice of Certification, then the **City Council may approve** the annexation, AFTER:
 - a. **Holding a public hearing. Noticing must be:**
 - i. Posted at least 7 days before the hearing on the Utah Public Notice Website and the City Website.
 - ii. Mailing the notice to each residence and property owner within the combined area.
 - iii. Posted in an area reasonably likely to be seen by residents

7. ANNEXATION APPROVAL/FINALIZATION

***CITY COUNCIL / CITY RECORDER**

1. City Council shall **grant the Petition and annex the area by ordinance**
2. **Within 60 days** of adopting the ordinance, the City Council shall file with the Lieutenant Governor a copy of approved final local entity plat, and notice of an impending boundary action as defined in (UCA 67-1a-6.5) that meets the requirements of 67-1a-6.5(3) and a copy of an approved final local entity plat as required.

***LT. GOVERNOR**

1. Lt. Governor has **10 days** to issue Certificate of Annexation or deny

***CITY COUNCIL / CITY RECORDER**

1. Upon receipt of Lieutenant Governor's issuance of a Certificate of Annexation:
 - a. the **City Council shall submit to Davis County Recorder** the original:
 - i. Notice of impending boundary action
 - ii. Certificate of Annexation
 - iii. Approved final local entity plat
 - iv. Certified copy of ordinance approving the annexation
 - b. **Send notice to each affected entity** and any local district whose boundaries have been modified, pursuant to UCA to UCA 17B-1-416 and/or 17B-1-502(2). Notice must contain effective date:
 - i. Date of the Lieutenant Governor's Issuance of a Certificate of Annexation
 - c. **File with the Department of Health** (UCA 26-8a-414):
 - i. Certified copy of ordinance approve annexation
 - ii. Copy of the approved local entity plat

1. **The annexation is completed and takes effect the date of the Lieutenant Governor's issuance of a Certificate of Annexation.**
2. **Until recorded with the county, no property tax, assessment, or fee service may be levied (unless the city was charging and collecting the fee within the area immediately before annexation).**

CITY COUNCIL STAFF REPORT

Subject: Water, Sewer & Garbage Rate Discussion
Author: Ryan Harvey
Department: Administrative Services
Date: September 3, 2024



BACKGROUND

It has been over 10 years since the City did comprehensive studies on the Water and Sewer Rate that the City charges to its residents. Over that time, the Water and Waste Fund have maintained healthy balances and positive cash flow without raising rates. At the beginning of 2024, Staff decided that it was time to do another comprehensive study for both Water and Sewer Rates. After getting multiple quotes, Staff partnered with Zion's Bank to perform the Studies.

The Water and Sewer Rate Studies were mostly completed by June, but in the process of studying the Sewer Rates, Staff found that it was necessary to add Garbage Rates to the Studies since they are housed in the same Fund as the Sewer Rates. Zion's Bank agreed to add Garbage Rates to their scope, and all 3 Studies are now complete.

ANALYSIS

Water Rate Study

As you can see in the attached Report, the analysis is based on various factor, including:

- Growth Projections – 80-100 ERCs per year
- Operating Expenses – 5% increase per year
- Outstanding Debt - \$0
- Capital Projects – Listed in the Report
- Days Cash on Hand – Currently at 679 days

In order to cover all costs and maintain at least 150-180 days cash on hand the City will not need a rate increase until around 2032, assuming no major changes in operating costs, capital expenses or growth rates.

Sewer Rate Study

As you can see in the attached Report, the analysis is based on various factor, including:

- Growth Projections – 250 ERCs per year
- Operating Expenses – 5% increase per year
- Outstanding Debt - \$0
- Capital Projects – Listed in the Report
- Days Cash on Hand – Currently at 310 days

The baseline scenario assumes no rate increases. Under this scenario, the City would begin falling below the 180 days cash on hand desired threshold by 2027.

Under the section “Proposed Rate Options” in the report, Zion’s Bank ran a scenario that would keep the City above 160 days cash on hand through 2032. That proposed scenario assumes a rate increase of five percent per year, annually, beginning in 2027. This is not currently a decision that the Council needs to make, but Staff will be monitoring and updating these numbers each year to see if that will need to take place.

Garbage Rate Study

As you can see in the attached Report, the analysis is based on various factor, including:

- Demand Levels – 250 new customers per year
- Operating Expenses – 5% increase per year
- Incentive from Wasatch Integrated – Currently ~\$85,000 per year

With the incentive from Wasatch Integrated, the City will have sufficient revenues to cover its costs for the next several years. However, if the incentive were not to have materialized, then the City would have needed to raise its rates immediately by about 3% in 2025, 2026, and 2027, and then 2% every year thereafter.

RECOMMENDATION

Staff does not recommend increasing Water, Sewer, or Garbage rates at this time

SIGNIFICANT IMPACTS

No significant impacts to the budget at this time

ATTACHMENTS

Study Reports:

Water [pg. 65](#)

Sewer [pg. 71](#)

Garbage [pg. 78](#)

CITY COUNCIL STAFF REPORT

Subject: Waterline Easement – Big-O Tires
Author: Boyd Davis
Department: Engineering
Meeting Date: September 3, 2024



Background

The Big-O Tire store was recently approved, and construction has started. The owners have requested an easement from the neighbor to the north to run a water line to their site. Staff has been in contact with the neighbor, and he has agreed to grant an easement to the City for the waterline.

Analysis

The location of the easement is shown on the attached map and the easement document is attached to this report. This is the closest access to the existing waterline without going into the roadway. 2000 West is a state highway paved in concrete, which is extremely expensive to cut into and would not be the ideal location for future maintenance. Staff asked Big-O to run the waterline to the north where there is an existing waterline stubbed into the neighbor's property.

The waterline will be a public line maintained by the City and therefore the easement must be in the City's name to give us access. The neighbor has asked for \$4,500 for the easement and Big-O has agreed to reimburse the City. We will collect the money when they pay for their building permit.

Recommendation

Staff recommends acceptance of the easement by resolution.

Significant Impacts

None

Attachments

Resolution
Easement Document

RESOLUTION NO. 09-03-2024B

**A RESOLUTION ACCEPTING A UTILITY EASEMENT
FROM THE OWNERS OF PARCEL 120230043
LOCATED IN DAVIS COUNTY, UTAH**

WHEREAS, NIELSEN, CLAIRE A & SHIRLEY M - TRUSTEES (“Owners”) own property located at 12 North 2000 West; and

WHEREAS, West Point City intends to purchase a utility easement; and

WHEREAS, An easement document has been prepared; and

WHEREAS, The easement document has been found acceptable to West Point City.

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

1. The 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 document.

PASSED AND ADOPTED this 3rd day of September, 2024

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, 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

EASEMENT

For and in consideration of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the 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, hereinafter referred to as "GRANTEE," paid to the Claire A. Nielsen Revocable Trust and the Shirley M. Nielsen Revocable Trust, the owner(s) of certain real property located in Davis County, Utah, hereinafter collectively and individually referred to as "GRANTOR"; GRANTOR HEREBY GRANTS, WARRANTS AND CONVEYS unto

GRANTEE, its successors and assigns, a perpetual 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 water distribution and transmission structures and facilities, communication lines, power lines, gas lines, etc. 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:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, so long as all or any portion of the Facilities shall be maintained, with the right of ingress and egress in GRANTEE, upon two weeks notice in non-emergency situations and within 24 hours of an emergency situation; its officers, employees, representatives, agents, and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods (including installation, repair, removal, replacement and maintenance activities), GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said easement and right-of-way as may reasonably be necessary in connection with the subject Facilities. GRANTEE or any contractor performing the work for GRANTEE shall restore all property through which the work or passage traverses to substantially its condition before said work or passage began.

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 without the prior written consent of GRANTEE, in GRANTEE'S sole discretion.

GRANTOR may use the subject Premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE, 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 GRANTEE hereunder.

No payback agreement shall be required if GRANTOR connects to the water line within this easement or uses the subject Premises in any way as permitted in the foregoing paragraph.

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 successors and assigns of the respective parties hereto and may be assigned in whole or in part by GRANTEE.

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

County Parcel No's. 120230043

GRANTOR:

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

On this _____ day of _____, 20____, personally appeared before me Steven M. Nielsen, the signer of the above instrument, who duly acknowledged to me that he is the Trustee of the Claire A. Nielsen Revocable Trust and the Shirley M. Nielsen Revocable Trust and that he executed the above instrument on behalf of the Claire A. Nielsen Revocable Trust and Shirley M. Nielsen Revocable Trust as such Trustee.

Notary Public

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

On this _____ day of _____, 20____, personally appeared before me Kenneth R. Nielsen, the signer of the above instrument, who duly acknowledged to me that he is the Trustee of the Shirley M. Nielsen Revocable Trust and that he executed the above instrument on behalf of the Shirley M. Nielsen Revocable Trust as such Trustee.

Notary Public

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

On this _____ day of _____, 20____, personally appeared before me Dennis M. Nielsen, the signer of the above instrument, who duly acknowledged to me that he is the Trustee of the Claire A. Nielsen Revocable Trust and that he executed the above instrument on behalf of the Claire A. Nielsen Revocable Trust as such Trustee.

Notary Public

IN WITNESS WHEREOF, Grantee has signed this Grant of Easement this _____ day of _____, 2024.

GRANTEE:

WEST POINT CITY

Brian Vincent,
West Point City Mayor

ATTEST:

Casey Arnold,
West Point City Recorder

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

On the _____ day of _____, 2024, Brian Vincent and Casey Arnold, who represented to me that they are the Mayor of West Point City and the West Point City Recorder, respectively, each appeared before me and acknowledged before me that they signed the above and foregoing instrument on behalf of West Point City.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION
OF A 10' UTILITY EASEMENT
WEST POINT CITY, DAVIS COUNTY, UTAH

JULY 2024

Part of the Northwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian. Beginning at a point on the East right-of-way line of 2000 West Street, said point being S 00°09'35" W 1564.35 feet along the section line (NAD83 Bearing being N 00°29'50" E between the Northwest corner and the West Quarter corner of Section 3 per the Davis County township reference plat.), S 89°39'25" E 33.00 feet, and S 00°09'35" W 164.42 feet along said East right-of-way line from the Northwest Corner of Section 3. Thence as follows:

S 89°39'25" E 10.00 feet; thence

S 00°09'35" W 155.50 feet more or less to a point on grantor's South property line; thence

N 89°39'25" W 10.00 feet along grantor's South property line to said East right-of-way line;

thence

N 00°09'35" E 155.50 feet more or less along said East right-of-way line to the Point of Beginning.

Contains 1549.66 sq. ft. or 0.04 acres



CITY COUNCIL STAFF REPORT

Subject: Postponement Agreement – Wayne Johnson
Author: Boyd Davis
Department: Engineering
Meeting Date: September 3, 2024



Background

The Johnson One Lot Subdivision is located at 601 N 5000 W. The applicant is requesting a postponement agreement for the curb, gutter, and sidewalk along the frontage of the lots.

Analysis

The postponement agreement is attached to this report. This agreement requires the property owner to pay for the installation of the improvements at any point the City determines it is time to be done. There is no schedule for the improvements on that road.

If approved, the postponement agreement will be recorded on the property so that any future owners will be notified of the agreement.

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

None

Attachments

Resolution
Agreement

RESOLUTION NO. 09-03-2024C

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT
BETWEEN THE OWNER OF 601 N 5000 W
AND WEST POINT CITY FOR THE INSTALLATION OF
STREET IMPROVEMENTS**

WHEREAS, Wayne Johnson. plans to build a one-lot subdivision at 601 N 5000 W; and

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

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

WHEREAS, Wayne Johnson has agreed to pay for the improvements at a later date.

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

1. The Postponement of Improvement Agreement, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 3rd day of September, 2024.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(601 N 5000 W)**

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

RECITALS

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

A PARCEL OF LAND, SIT IN THE SE 1/4 OF SEC 36-T5N-R3W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT THE NE COR OF PARCEL# 14-118-0058, SD PT ALSO BEING N 00°04'00" E 41.00 FT ALG THE SEC LINE (NAD83 BEARING BEING N 00°23'58" E BETWEEN THE SE COR & THE E 1/4 COR OF SD SEC 36, PER DAVIS COUNTY TOWNSHIP REFERENCE PLAT) FR THE SE COR OF THE NE 1/4 OF THE SE 1/4 OF SD SEC 36 & RUN TH ALG & BEYOND THE N'LY LINE OF SD PARCEL: N 89°56'00" W 396.00 FT; TH N 0°04'00" E 114.52 FT TO A PT ON THE S'LY LINE OF PARCEL# 14-118-0053, SD LINE BEING DEFINED BY THAT BNDRY LINE AGMT RECORDED ON 05/30/2002, E# 1757669 BK 3054 PG 970; TH S 89°53'20" E 396.00 FT ALG SD BNDRY LINE AGMT TO THE E LINE OF THE SE 1/4 OF SEC 36-T5N-R3W, (SLB&M); TH ALG SD SEC LINE S 0°04'00" W 114.21 FT TO THE POB.

CONT. 1.04 ACRES

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

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

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

AGREEMENT

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

2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made the determination referred to in paragraph 2 above, the City shall proceed with the installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.
3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.
4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.
5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

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

WEST POINT CITY

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

(property owner)

By: _____

Title: _____

(SEAL)

STATE OF UTAH)
 : ss. (Individual)
COUNTY OF _____)

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

Notary Public

(SEAL)

CITY COUNCIL STAFF REPORT



Subject: Text Amendment “Animal Clinic”
Author: Bryn MacDonald
Department: Community Development
Date: September 3, 2024

Background

CW Urban has submitted a request to amend West Point City’s Title 17 Land Use and Development Code to include “animal clinic” as an allowed use within the C-C zone.

The "Table of Land Use Regulations" in WPCC 17.60.050 outlines the allowed uses in each zoning classification. There are four categories of uses: permitted, administrative conditional use, planning commission conditional use, and prohibited if not listed. As a result of changes to the Land Use and Development Code, many uses have been removed from this table in order to prevent conflict and confusion. In the case of missing uses, it was intended that an applicant could petition the city to consider including such use.

Process

Amendments to Title 17 Land Use and Development Code 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. Any amendments to the code require a public hearing and recommendation from the Planning Commission, before a final decision is adopted by the City Council.

The Planning Commission discussed and identified some concerns, including compatibility with surrounding uses and the potential for on-site animal boarding during its August 8th work session meeting. The Planning Commission made several suggestions to address some of their concerns. The Planning Commission held a public hearing on August 22, 2024. There were no comments from the public. The Planning Commission recommended approval of the text change.

Analysis

The proposed text amendment will modify the “Table of Land Use Regulations” in WPCC 17.60.050 by adding “animal clinic” as a conditional use within the C-C zoning district. Additionally, a definition for “animal clinic” will be added to Section 17.10.020.

In order to address concerns regarding potential impacts on surrounding land uses, specifically related to compatibility and odor, animal clinics will be classified as a conditional use. This classification will allow for a thorough review of each proposed location and the imposition of appropriate conditions to mitigate potential detrimental effects. For example, the Planning Commission may consider imposing setback requirements, limiting building size, or requiring specific landscaping or odor control measures.

The proposed definition of "animal clinic" specifically limits on-site animal care to a maximum of 48 hours following medical treatment, addressing concerns about long-term boarding and its associated impacts.

The following information outlines the proposed changes to the West Point City Code to accommodate the addition of “animal clinics” as a conditional use within the C-C zone and to provide necessary definitions.

17.60.060 A. Glossary and Requirements.

- P Permitted Use (P). A site plan application might be required as outlined in Chapter [17.30](#) WPCC.
- AC Administrative Conditional Use (AC). A site plan application with an administrative staff review is required.
- PC Planning Commission Conditional Use Review (PC). A site plan application with planning commission review is required.

17.60.050 Table of Land Use Regulations

LAND USE ZONES	A-5	A-40	R-1	R-2	R-3	R-4	R-5	P-O	L-C	N-C	C-C	R-C	R/I-P
General Retail/Commercial/Hospitality													
12. Animal Clinic											PC		

17.10 Definitions

“Animal hospital” means a place where animals or pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

“Animal clinic” means a facility primarily engaged in providing outpatient medical and preventive care, as well as grooming services, for dogs, cats, and other small animals. The facility may provide post-operative care for a maximum of 48 hours but shall not offer non-medical overnight boarding services.

Recommendation

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

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: PRUD and Development Agreements
Author: Bryn MacDonald
Department: Community Development
Date: September 3, 2024

Background

Staff has been looking at several amendments to the Planned Residential Unit Development (PRUD) overlay zone. Before moving forward with these changes, staff would like to discuss the PRUD overlay zone and development agreements and determine what changes would be most beneficial and create the type of development that is wanted in the city.

The City Council had a discussion regarding PRUDs and development agreements on August 6, 2024. This item is on again for further discussion.

Analysis

The PRUD overlay zone is used to allow bonus density and flexibility from the underlying zone. The PRUD lays out amenities that can be provided, and how much bonus density can be earned. It also outlines the different setbacks and lot sizes that are allowed. The PRUD is a tool that can be used by the developer to gain some flexibility, but there needs to be a benefit for the city as well. Staff would like to update the PRUD code to make sure the requirements are in alignment with the type of developments we want to encourage.

Recently, the City Council has been approving development agreements with each rezone application. The development agreement often has exceptions for lot size, setbacks, and density. Many of these exceptions are similar to those that can be accomplished with the PRUD overlay zone. Staff would like to have a discussion on these two different development tools, how they can be used, and if the Council has a preference.

At the meeting on August 6, 2024, staff presented the options and differences between a PRUD and development agreements. The Council had a lengthy discussion on the benefits and drawbacks of each. While there was no consensus on how to move forward, there were some council members in favor of continuing to do development agreements with each rezone application. There was also discussion about using the standards in the PRUD ordinance as a guide when negotiating development agreements.

Recommendation

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

Attachments

none

CITY COUNCIL STAFF REPORT



Subject: Warranty – Bluff View Phase 1
Author: Boyd Davis
Department: Engineering
Meeting Date: September 3, 2024

Background

The Bluff View Subdivision Phase 1 is located at 3650 W 300 N. It was placed on warranty on February 15, 2022 and has completed the required one-year warranty period. The developer is requesting that it be removed from warranty.

Analysis

An inspection of the improvements in the subdivision was done in anticipation of the end of the warranty period. A punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. All the items listed on the punch list have been completed.

Recommendation

Staff recommends that the Bluff View Subdivision Phase 1 be removed from warranty.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: Sewer Expansion Power Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: September 3, 2024



Background

Construction on the new lift station on 1925 N is underway. The contractor has mobilized and is establishing temporary fencing around the work area. An important part of this project is getting three-phase power to the site. The existing power lines in the area are not capable of three-phase nor do they have capacity for the lift station. Staff and our consultants have been in discussions with Rocky Mountain Power to upgrade the power lines to provide the necessary power to the lift station.

Analysis

A draft agreement (see attached) has been prepared by Rocky Mountain Power along with a proposed cost for the construction of power lines. The power line will run along 1925 N from 5000 W to the new lift station at about 5700 W.

The cost in the agreement is \$153,230.16, which could also go down if additional customers connect to the line within the next 10 years. We would receive a refund for each connection within 10 years because that would bring additional revenue to Rocky Mountain Power. The cost of upgrading the power lines is included in the project budget which is being funded by Davis County through the CSLFRF program.

The City Council will need to approve the agreement before construction on the power lines can begin, which will take 6 months or more to complete. We would like to get them started as soon as possible.

Recommendation

Staff recommends approval of the agreement by resolution

Significant Impacts

This will be a capital expenditure of \$153,230.16 but this is being funded by an CSLFRF grant through Davis County. This amount is within the budget established for the project and the grant.

Attachments

Resolution
Agreement

RESOLUTION NO. 09-03-2024A

**A RESOLUTION APPROVING AN
AGREEMENT FOR THE INSTALLATION OF POWERE LINES
BETWEEN ROCKY MOUNTAIN POWER AND
WEST POINT CITY**

WHEREAS, West Point City is constructing a new sewer lift station at 5812 W 1925 North as part of the sewer expansion project; and

WHEREAS, the pumping systems require three-phase power which is not currently available at the site; and

WHEREAS, Rocky Mountain Power is the provider for this location; and

WHEREAS, Rocky Mountain Power is willing and able to extend three-phase power to this site by replacing the existing single-phase power poles and overhead lines along 1925 N from 5000 W to 5600 W; and

WHEREAS, an agreement has been written that outlines the terms of use and the costs associated with the installing the proposed powerlines; and

WHEREAS, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

PASSED AND ADOPTED this 3rd Day of September, 2024.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
WEST POINT CITY**

This General Service Contract (“Contract”), dated August 1, 2024, is between Rocky Mountain Power, an unincorporated division of PacifiCorp (“Company”), and **West Point City** (“Customer”), for electric service for Customer’s Lift Station operation at or near 5812 W 1925 N, Hooper, Utah.

Company's filed tariffs (the “Electric Service Schedules” and the “Electric Service Regulations”) and the rules of the Utah Public Service Commission (“Commission”), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer’s request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 136 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the “Contract Demand”).

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer’s written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$41,863.84 (the “Extension Allowance”) to fund a portion of the cost of the improvements (the “Improvements”) as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance (“Customer Advance”). Customer has paid for engineering, design, or other advance payment for Company’s facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way (“TCVR”), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. **(Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)**

____ **Refund Option.** The total Customer Advance for this work is \$153,230.16, and the **balance due is \$153,230.16**, and Customer remains eligible for refunds. Company

will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$152,980.16.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$906.38 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 6 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

10. Design, Construction, Ownership and Operation. Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

11. Payments. All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

13. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall

be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

WEST POINT CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Travis Tanner Manager

NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

635 N 1200 W

ADDRESS

Layton, UT 84041

CITY, STATE, ZIP

EMAIL ADDRESS



WEST POINT CITY

DRAFT Water Rates Analysis

Zions Public Finance, Inc.
August 2024

Contents

Contents	2
Culinary Water Rates	3
Background and Approach	3
Growth Projections.....	3
Operating Expenses.....	3
Outstanding Debt.....	3
Debt Service Coverage Ratios	3
Days Cash on Hand	4
Capital Projects	4
Rate Structuring	5
Proposed Rate Options	5
Proposed Rates	6

DRAFT

Culinary Water Rates

Background and Approach

West Point City is experiencing rapid growth, thereby putting pressure on the City’s water system to serve more customers. Further, inflationary costs are resulting in increased operating expenses and the City is planning for capital improvements. Rates must be designed to keep up with these changes and must be structured to fairly and equitably serve customer needs. As such, West Point has two components to its water rates: 1) a base rate charged to all customers monthly; and 2) a usage rate tied to actual demands placed on the system.

The approach used in this analysis is commonly referred to as a “revenue sufficiency model.” All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses, maintain sufficient debt service coverage ratios, and to keep at least 180 days cash on hand in the water utility fund.

Growth Projections

Growth in water equivalent residential connections (ERCs) is based on historical growth in the City and has been projected at a rate of approximately 250 ERCs per year.

TABLE 1: PROJECTED WATER ERC GROWTH

	ERCs
2024	2,702
2032	4,702
Growth in ERCs, 2024-2032	2,000

Operating Expenses

Growth in operating expenses is generally projected at an average annual rate of five percent per year and includes the increased costs attributable to new development, as well as inflationary expenses. The year 2024 operating expenses of roughly \$827,000 are expected to grow to \$1.3 million by 2032.

Outstanding Debt

There is currently no outstanding debt in the water utility fund.

Debt Service Coverage Ratios

Minimum debt service coverage ratios are generally assumed to be 1.25 which means that net revenues (after operating expenses have been accounted for) must be at least 1.25 times annual debt payments in each given year. While the City does not currently have any outstanding water debt, this is a requirement of most bond covenants for outstanding debt. The ratio would need to be met if debt is issued in the future.

Days Cash on Hand

Good management practices suggest that at least 180 days cash on hand should be maintained. If cash levels dip below 150 days, bond ratings are in danger of being lowered. Therefore, our model (with tables inserted later in this report), show red when days cash on hand dip below 150 days; yellow as a caution warning when days cash on hand is between 150 and 180 days; and green when days cash exceeds 180 days.

Capital Projects

Significant capital projects are planned for the City. The table below includes total costs less amounts anticipated to be contributed by developers. Note that several projects do not have dates listed for construction. Therefore, they are not included in the model and the resulting fees. If some of the unscheduled projects occur within this planning timeframe (2024-2032), then costs would increase and the model should be adjusted to see if rate increases are necessary.

TABLE 2: CAPITAL PROJECTS BY YEAR

Project ID	Cost	Year
Fire Hydrants	\$10,000	2025
SCADA System Upgrades	\$30,000	2025
Water Master Plan, Impact Fee Analysis and Rate Study (current FY19)	\$40,000	2025
Source Protection Plan (current FY22)	\$20,000	2027
Rebuild PRV's	\$25,000	2024
1300 North 8" Water Line (4000 W to 4100 W)	\$100,000	Unfunded
Water Emergency Connection	\$50,000	2024
800 North 8" Water Line (4000 W to 4100 W)	\$100,000	Unfunded
300 North 8" Water Line (4000 W to 4100 W)	\$100,000	Unfunded
Water Rate Study	\$20,000	2024
Fixed Base Water Meter Reading	\$100,000	2024
Lead and Copper Rule Revision	\$15,000	2024
TOTAL	\$610,000	

Source: West Point City

In addition, the City will need to make vehicle purchases as shown in Table 3 below.

TABLE 3: VEHICLE PURCHASES BY YEAR

Vehicle Costs	Cost	Year
PW8 International Bobtail	\$22,131	2034
PW41 International HV607	\$20,176	2034
PW20 International 7400 Bobtail	\$16,468	2024
PW34 Freightliner 10-Wheel Dump	\$21,484	2029
PW21 3500 Chevy Dump	\$12,115	2025
PW21 3500 Chevy Dump	\$14,045	2030
PW32 Ford F350 Utility Bed	\$40,507	2028

Vehicle Costs		Cost	Year
PW32	Ford F350 Utility Bed	\$46,959	2033
PW33	Dodge 5500 Dump Bed	\$7,795	2024
PW33	Dodge 5500 Dump Bed	\$9,036	2029
PW33	Dodge 5500 Dump Bed	\$10,475	2034
PW40	Ford F350 Utility Bed Dually	\$14,514	2028
PW40	Ford F350 Utility Bed Dually	\$16,826	2033
PW42	Ford F550 Dump Bed (With salter)	\$8,889	2024
PW42	Ford F550 Dump Bed (With salter)	\$10,304	2029
PW42	Ford F550 Dump Bed (With salter)	\$11,946	2034
PW39	Chevy 3500 Crew Cab (LIC#521864EX)	\$12,767	2027
PW39	Chevy 3500 Crew Cab (LIC#521864EX)	\$14,801	2032
A3	Chevy Trailblazer	\$0	2025
A3	Chevy Trailblazer	\$0	2033
PW30	Ford Crew Cab F150	\$8,505	2028
TOTAL		\$319,743	

Source: West Point City

Rate Structuring

Current rates are structured as follows and are rounded to the nearest 1,000 gallons as the City currently rounds in this manner when charging for water usage.

TABLE 3: CURRENT RATES

RATE SCHEDULE	Amount
Base Connection Fee	\$23.75
Usage Rates	Price per 1,000 Gallons
0 – 6,000 Gallons	\$0.00
6,001 – 10,000 Gallons	\$1.40
10,000+ Gallons	\$1.65

Proposed Rate Options

The main purpose of any rate structure is to meet the following criteria:

- Ensure sufficient revenues to cover all operating costs and maintain a debt service coverage ratio of at least 1.25;¹
- Maintain at least 180 days cash on hand;
- Balance minimizing rates with minimizing new debt obligations when debt obligations are considered; and
- Proposed rates should be easy to implement and administer.

¹ Debt service coverage ratios are measured by comparing operating cash (revenues less operating expenses) to annual debt service obligations before capital costs.

The proposed water rates are structured to ensure that new capital improvements can be constructed, that inflationary operating costs can be met and that the water utility fund maintains roughly 180 days cash on hand.

Proposed Rates

After detailed analysis and consultation with the City, it appears that the City's current rates are sufficient to cover operating and capital expenses until approximately 2032. However, if there are changes to current growth patterns, inflationary trends, or capital needs, the City will need to reassess its current rates.

TABLE 4: KEY METRICS OF RATE STRUCTURE, 2024-2028

	2024	2025	2026	2027	2028
Net Revenues before Debt Service	\$180,443	\$95,023	\$113,129	\$126,205	\$132,755
Capital Expenses	(\$243,151)	(\$94,879)	\$0	(\$35,806)	(\$71,500)
Debt Service Coverage Ratio	-	-	-	-	-
Days Cash on Hand - End of Year	679	630	633	624	603

TABLE 5: KEY METRICS OF RATE STRUCTURE, 2029-2033

	2029	2030	2031	2032	2033
Net Revenues before Debt Service	\$157,483	\$179,534	\$198,775	\$215,063	\$228,250
Capital Expenses	(\$47,327)	(\$16,771)	\$0	(\$18,749)	(\$83,225)
Debt Service Coverage Ratio	-	-	-	-	-
Days Cash on Hand - End of Year	610	630	657	680	686

In order to cover all costs and maintain at least 150-180 days cash on hand the City will not need a rate increase, assuming no major changes in operating costs, capital expenses or growth rates.



WEST POINT CITY

DRAFT Sewer Rates Analysis

Zions Public Finance, Inc.
August 2024

Contents

Contents	2
Sewer Rates	3
Background and Approach	3
Growth Projections.....	3
Operating Expenses.....	3
Outstanding Debt.....	3
Debt Service Coverage Ratios	3
Days Cash on Hand	4
Capital Projects	4
Rate Structuring	5
Baseline Scenario.....	5
Proposed Rate Options	6

DRAFT

Sewer Rates

Background and Approach

West Point City is experiencing rapid growth, thereby putting pressure on the City’s sewer system to serve more customers. Further, inflationary costs are resulting in increased operating expenses and the City is planning for capital improvements. Rates must be designed to keep up with these changes and must be structured to fairly and equitably serve customer needs. As such, West Point has two components to its sewer rates: 1) a base rate charged to all customers monthly; and 2) a usage rate tied to actual demands placed on the system for volume above 10,000 gallons per month.

The approach used in this analysis is commonly referred to as a “revenue sufficiency model.” All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses, maintain sufficient debt service coverage ratios, and to keep at least 180 days cash on hand in the sewer utility fund.

Growth Projections

Growth in sewer equivalent residential connections (ERCs) is based on historical growth in the City and has been projected at a rate of approximately 250 ERCs per year.

TABLE 1: PROJECTED CULINARY ERC GROWTH

	ERCs
2024	3,921
2032	5,921
Growth in ERCs, 2024-2032	2,000
<i>Source: West Point City</i>	

Operating Expenses

Growth in operating expenses is projected at an average annual rate of five percent per year and includes the increased costs attributable to new development, as well as inflationary expenses. The year 2024 operating expenses of roughly \$1.35 million are expected to grow to \$2.7 million by 2032.

Outstanding Debt

There is currently no outstanding debt in the sewer utility fund.

Debt Service Coverage Ratios

Minimum debt service coverage ratios are generally assumed to be 1.25 which means that net revenues (after operating expenses have been accounted for) must be at least 1.25 times annual debt payments in each given year. While the City does not currently have any outstanding sewer debt, this is a requirement of most bond covenants for outstanding debt. The ratio would need to be met if debt is issued in the future.

Days Cash on Hand

Good management practices suggest that at least 180 days cash on hand should be maintained. If cash levels dip below 150 days, bond ratings are in danger of being lowered. Therefore, our model (with tables inserted later in this report), show red when days cash on hand dip below 150 days; yellow as a caution warning when days cash on hand is between 150 and 180 days; and green when days cash exceeds 180 days.

Capital Projects

Significant capital projects are planned for the City. The table below includes total costs less amounts anticipated to be contributed by developers. A timeframe for construction has not yet been established for some projects. Therefore, these costs are not currently included in the model. If these projects are anticipated to occur by 2032, then the model would need to be updated to include these costs, with possible additional rate increases.

TABLE 2: CAPITAL PROJECTS BY YEAR

Project ID	Cost	Year
SCADA System Upgrades	\$40,000	2024
Sewer Master Plan/Impact Fee Analysis (current FY18)	\$50,000	2024
650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	\$595,631	Unfunded
300 North Lift Station Storage Capacity Expansion	\$100,000	Unfunded
Sewer Rate Study	\$20,000	2024
TOTAL	\$805,631	

Source: West Point City

The City will also have capital costs for vehicles as shown in Table 3. All costs are shown in \$2024 and have been inflated by three percent annually in the model until the actual year of purchase.

TABLE 3: VEHICLE PURCHASES BY YEAR

Vehicles	Cost	Year
PW8 International Bobtail	\$4,742	2034
PW41 International HV607	\$4,323	2034
PW20 International 7400 Bobtail	\$3,529	2024
PW34 Frightliner 10-Wheel Dump	\$4,604	2029
PW21 3500 Chevy Dump	\$2,019	2025
PW21 3500 Chevy Dump	\$2,341	2030
PW32 Ford F350 Utility Bed	\$4,051	2028
PW32 Ford F350 Utility Bed	\$4,696	2033
PW33 Dodge 5500 Dump Bed	\$19,487	2024
PW33 Dodge 5500 Dump Bed	\$22,591	2029
PW33 Dodge 5500 Dump Bed	\$26,189	2034
PW40 Ford F350 Utility Bed Dually	\$7,257	2028
PW40 Ford F350 Utility Bed Dually	\$8,413	2033

	Vehicles	Cost	Year
PW42	Ford F550 Dump Bed (With salter)	\$22,222	2024
PW42	Ford F550 Dump Bed (With salter)	\$25,761	2029
PW42	Ford F550 Dump Bed (With salter)	\$29,864	2034
PW39	Chevy 3500 Crew Cab (LIC#521864EX)	\$6,384	2027
PW39	Chevy 3500 Crew Cab (LIC#521864EX)	\$7,400	2032
A3	Chevy Trailblazer	\$0	2025
A3	Chevy Trailblazer	\$0	2033
PW30	Ford Crew Cab F150	\$4,252	2028
TOTAL		\$210,124	

Source: West Point City

Rate Structuring

Current rates are structured as follows and are rounded to the nearest 1,000 gallons as the City currently rounds in this manner when charging for sewer volume.

TABLE 4: CURRENT RATES

RATE SCHEDULE	Amount
Base Fee	\$28.20
Volume Rates	Price per 1,000 Gallons
0 – 10,000 Gallons	\$0.00
10,000+ Gallons	\$2.25

Baseline Scenario

The baseline scenario assumes no rate increases. Under this scenario, the City would begin falling below the 180 days cash on hand desired threshold by 2027. By 2028, the City would be below 150 days cash on hand which would negatively impact bond ratings if the City should need to bond in the future.

TABLE 5: CURRENT RATES – BASELINE SCENARIO 2024-2027

	2024	2025	2026	2027
Net Revenues before Debt Service	\$47,774	\$16,234	(\$26,638)	(\$81,940)
Capital Expenses	(\$113,300)	\$0	\$0	\$0
Debt Service Coverage Ratio	-	-	-	-
Days Cash on Hand - End of Year	254	237	211	175

TABLE 6: CURRENT RATES – BASELINE SCENARIO 2028-2032

	2028	2029	2030	2031	2032
Net Revenues before Debt Service	(\$150,878)	(\$234,774)	(\$335,082)	(\$453,400)	(\$591,483)
Capital Expenses	\$0	\$0	\$0	\$0	\$0

	2028	2029	2030	2031	2032
Debt Service Coverage Ratio	-	-	-	-	-
Days Cash on Hand - End of Year	129	66	6	(61)	(137)

Proposed Rate Options

The main purpose of any rate structure is to meet the following criteria:

- Ensure sufficient revenues to cover all operating costs and maintain a debt service coverage ratio of at least 1.25;¹
- Maintain at least 180 days cash on hand;
- Balance minimizing rates with minimizing new debt obligations when debt obligations are considered; and
- Proposed rates should be easy to implement and administer.

The proposed sewer rates are structured to ensure that new capital improvements can be constructed, that inflationary operating costs can be met and that the water utility fund maintains roughly 180 days cash on hand. The proposed rate scenario assumes a rate increase of five percent per year beginning in 2027 and each year thereafter.

TABLE 7: PROPOSED RATES

	2024-2026	2027	2028	2029	2030	2031	2032
Base Fee	\$28.20	\$29.61	\$31.09	\$32.65	\$34.28	\$35.99	\$37.79
Volume, 0-10,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Volume, 10,000 gallons+	\$2.25	\$2.36	\$2.48	\$2.60	\$2.73	\$2.87	\$3.02

TABLE 8: PROPOSED RATES – KEY METRICS 2024-2027

	2024	2025	2026	2027
Net Revenues before Debt Service	\$47,774	\$16,234	(\$26,638)	\$1,199
Capital Expenses	(\$113,300)	\$0	\$0	\$0
Debt Service Coverage Ratio	-	-	-	-
Days Cash on Hand - End of Year	254	237	211	193

TABLE 9: PROPOSED RATES – KEY METRICS 2028-2032

	2028	2029	2030	2031	2032
Net Revenues before Debt Service	\$28,679	\$55,377	\$80,794	\$104,345	\$125,354

¹ Debt service coverage ratios are measured by comparing operating cash (revenues less operating expenses) to annual debt service obligations before capital costs.

	2028	2029	2030	2031	2032
Capital Expenses	\$0	\$0	\$0	\$0	\$0
Debt Service Coverage Ratio	-	-	-	-	-
Days Cash on Hand - End of Year	179	163	162	163	165

DRAFT



West Point City



DRAFT Garbage Rate Study

August 2024





Contents

Contents 1

West Point Garbage Rate Study 2

 Background and Approach 2

 Demand Levels 2

 Revenues 2

 Operating Expenses 3

 Capital Costs 4

 Net Revenues 4

 Potential Rate Increase – No Incentive Received Scenario 4

DRAFT

West Point Garbage Rate Study

Background and Approach

Our approach evaluates the revenues and costs associated with the provision of garbage services by West Point City (“City”) to its own residents. The approach used in this analysis is commonly referred to as a “revenue sufficiency model.” All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses and maintain a sufficient amount of cash on hand to cover unanticipated costs that could arise.

Demand Levels

Based on information provided by the City, the following number of cans must be picked up weekly throughout the entire year (1st and 2nd cans). Green waste cans are picked up weekly during April through November and recycling cans are picked up biweekly. West Point has been experiencing rapid growth and the model below projects growth of 250 new customers each year.

TABLE 1: GROWTH IN DEMAND – NUMBER OF CANS

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Demand									
1st Cans	3,877	4,127	4,377	4,627	4,877	5,127	5,377	5,627	5,877
2nd Cans	1,003	1,067	1,132	1,197	1,261	1,326	1,391	1,455	1,520
Green Waste Cans	1,866	1,987	2,107	2,227	2,348	2,468	2,588	2,709	2,829
Recycling Cans	3,004	3,197	3,391	3,585	3,778	3,972	4,166	4,359	4,553
Total Cans	9,750	10,378	11,007	11,636	12,264	12,893	13,522	14,151	14,779

Revenues

Revenues are generated by monthly fees. Other revenues will be fairly minimal and will come from miscellaneous sources such as the sale of new cans or a potential incentive to be received by the City from Wasatch Integrated. The incentive is based on recycling revenues received by Wasatch Integrated.

The current fees charged by the City are as follows:

TABLE 2: CURRENT WEST POINT CITY RATES

Can Type	Rate per Month/Can
1st Cans	\$13.80
2nd Cans	\$13.80
Green Waste Cans	\$6.00
Recycling Cans	\$4.75
New Can Cost	\$110.00

Assuming no rate increases, projected revenues are as follows:

TABLE 3: PROJECTED REVENUES, 2024-2028

Revenues	2024	2025	2026	2027	2028
1st Cans	\$642,031	\$683,431	\$724,831	\$766,231	\$807,631

Revenues	2024	2025	2026	2027	2028
2nd Cans	\$166,039	\$176,746	\$187,453	\$198,160	\$208,866
Green Waste Cans	\$134,377	\$143,042	\$151,707	\$160,372	\$169,037
Recycling Cans	\$171,210	\$182,250	\$193,290	\$204,330	\$215,371
Incentive	\$87,834	\$93,498	\$99,161	\$104,825	\$110,489
New Cans	\$15,470	\$15,934	\$16,412	\$16,904	\$17,412
Total Revenues	\$1,216,962	\$1,294,901	\$1,372,855	\$1,450,823	\$1,528,806

TABLE 4: PROJECTED REVENUES, 2029-2032

Revenues	2029	2030	2031	2032
1st Cans	\$849,031	\$890,431	\$931,831	\$973,231
2nd Cans	\$219,573	\$230,280	\$240,986	\$251,693
Green Waste Cans	\$177,702	\$186,367	\$195,032	\$203,697
Recycling Cans	\$226,411	\$237,451	\$248,491	\$259,531
Incentive	\$116,153	\$121,816	\$127,480	\$133,144
New Cans	\$17,934	\$18,472	\$19,026	\$19,597
Total Revenues	\$1,606,804	\$1,684,817	\$1,762,847	\$1,840,893

Operating Expenses

Major operating expenses include the following assumptions:

TABLE 5: 2024 OPERATING EXPENSE BUDGET

Operating Expenses	2024 Budget
Garbage	(\$628,342)
Green Waste	(\$105,549)
Recycling	(\$130,114)
Can Purchase	(\$70,000)
Wages/Benefits	(\$139,007)
IT Support and Contracts	(\$8,861)
Utility Bills - Postage/Equipment	(\$5,136)
Credit Card Processing Fees	(\$8,357)
Auditor & Accounting Support	(\$2,498)
IT	(\$1,300)
Total Expenses	(\$1,099,163)

Operating expenses that are directly related to the number of cans have been increased to account for both inflationary and can costs for garbage, green waste, recycling and can purchases. The increase for these first four categories of operating expenses is based on an annual 3 percent inflationary increase as well as growth in cans (which varies by assumptions in growth as discussed in more detail below). All other categories have been increased by five percent per year.

Capital Costs

No capital costs are included in the study as the City contracts for garbage pickup and therefore has no costs for garbage trucks. The cost of cans, a responsibility of the City, is included in the operating costs.

Net Revenues

Without any rate increases, net revenues will decrease each year. This assumes that the City has 250 new customers with first cans per year, and a similar ratio of second cans, green waste cans and recycling cans as at the present time.

TABLE 6: NET REVENUES

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Net Revenues	\$117,799	\$112,760	\$101,345	\$83,055	\$57,352	\$23,656	(\$18,659)	(\$70,267)	(\$131,898)
Net Revenues without Incentive	\$29,965	\$19,262	\$2,184	(\$21,770)	(\$53,137)	(\$92,497)	(\$140,475)	(\$197,747)	(\$265,042)

If growth dips and only 150 new first cans are needed each year, revenues dip more significantly.

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Net Revenues	\$86,808	\$69,460	\$48,349	\$23,256	(\$6,056)	(\$39,835)	(\$78,346)	(\$121,867)	(\$170,694)
Net Revenues without Incentive	\$1,240	(\$19,507)	(\$44,015)	(\$72,507)	(\$105,217)	(\$142,395)	(\$184,304)	(\$231,223)	(\$283,449)

Potential Rate Increase – No Incentive Received Scenario

With no incentive received, and a three percent rate increase¹ in 2025, 2026 and 2027, followed by two percent per year thereafter, net revenues would remain positive through 2031 as shown in Table 7 but would then become negative after 2031.

TABLE 7: NET REVENUES – 250 NEW CANS PER YEAR

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Net Revenues without Incentive	\$29,965	\$45,068	\$57,742	\$67,655	\$63,335	\$53,766	\$38,402	\$16,647	(\$12,146)

¹ The proposed rate increase is for 1st and 2nd cans only. There is no increase projected for greenwaste and recycling.