



West Point City
Council & CDRA Notice and Agenda
West Point City Municipal Center
3200 West 300 North
West Point City, UT 84015
June 2, 2015

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

City Manager
Kyle Laws

ADMINISTRATIVE SESSION - WEST POINT CITY COUNCIL & CDRA OF WEST POINT CITY

6:00 pm (Board Room)

1. Continuation of Budget Discussion for the FY2015 Amended Budget and the FY2016 Tentative Budget – Mr. Evan Nelson [page 5](#)
2. Discussion of Smith's Marketplace Site Plan & Developers Agreement (CDRA) – Mr. Boyd Davis [page 25](#)
3. Discussion of the Davis County Justice Court – Mr. Kyle Laws [page 81](#)

GENERAL SESSION

7:00pm (Council Chamber)

1. Call to Order
2. Pledge of Allegiance
3. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
7. Consideration of Approval of Minutes from the May 19, 2015 Council Meeting
8. Youth Council Update
9. Consideration of Resolution No. 06-02-2015A, the Adoption of FY2016 Tentative Budget for West Point City and All Related Agencies – Mr. Evan Nelson [page 23](#)
 - a. Public Hearing
 - b. Action
10. Consideration of Resolution No. 06-02-2015B, Removing the Property Located at Approximately 2200 West 300 North from Agriculture Protection – Mr. Boyd Davis [page 41](#)
11. Consideration of Resolution 06-02-2015C, Approving a Development Agreement between Smith's, Wright Development, and the CDRA of West Point – Mr. Randy Sant [page 45](#)
12. Consideration of Resolution 06-02-2015D, Accepting the 2014 Municipal Wastewater Planning Program Self-Assessment Report for West Point City – Mr. Paul Rochell [page 87](#)
13. Consideration of Placing Wise Country Meadows Phase 2 on Warranty – Mr. Boyd Davis [page 103](#)
14. Consideration of Placing Bartholomew Lane Phase 3 on Warranty – Mr. Boyd Davis [page 103](#)
15. Consideration of Final Approval of "The Point" Site Plan – Mr. Boyd Davis
16. Consideration of Final Approval of "The Point" Subdivision Plat – Mr. Boyd Davis
17. Consideration of Final Approval of the Smith's Marketplace Commercial Pad – Mr. Boyd Davis
18. Motion to Adjourn

COMMUNITY DEVELOPMENT & RENEWAL AGENCY OF WEST POINT CITY

Immediately Following the General Session (Council Chamber)

1. Call to Order
2. Communications and Disclosures from Board
3. Communications from Staff
4. Consideration of Adoption of Minutes from the May 19, 2015 CDRA Meeting – Mr. Kyle Laws [page 107](#)
5. Consideration of Resolution No. 06-02-2015A, the Adoption of FY2016 Tentative Budget for CDRA of West Point City and All Related Agency's - Mr. Evan Nelson [page 109](#)
 - a. Public Hearing
 - b. Action
6. Consideration of Resolution R06-02-2015B, Approving a Development Agreement between Smith's, Wright Development, and the CDRA of West Point – Mr. Randy Sant [page 111](#)
7. Motion to Adjourn

CLOSED SESSION

Immediately following the CDRA of West Point City Meeting - Board Room

1. Call to Order
2. Pursuant to UCA §52-4-205(1)(a), to Discuss Personnel.
3. Motion to Adjourn

Posted this 29th day of May, 2015

MISTY ROGERS, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: 6/16/2015

Administrative Session – 6:00 pm

1. Continuation of Budget Discussion for the FY2015 Amended Budget and the FY2016 Tentative Budget – Mr. Evan Nelson
2. Discussion of Interlocal Agreement with Clinton City to Provide Sewer Service – Mr. Boyd Davis

General Session – 7:00 pm

1. Appoint Members to the Board of Adjustments – Mayor Craythorne
2. Resolution No. 06-16-2015A, the Adoption of the FY2016 Schedule of Fees for West Point City – Mr. Evan Nelson
3. Resolution No. 06-16-2015B, Consideration of Adoption of FY2015 Amended Budget for West Point City - Evan Nelson
 - a. Public Hearing
 - b. Action
4. Consideration of Resolution No. 06-16-2015C, Adoption of the 2015 Property Tax Rate for West Point City – Mr. Evan Nelson
 - a. Public Hearing
 - b. Action
5. Consideration of Ordinance No. 06-16-2015A, Adoption of the FY2016 Budget and Compensation Schedule for Employees and Officers of the City – Mr. Evan Nelson
 - a. Public Hearing
 - b. Action

CDRA of West Point City 06/16/2015

1. Consideration of Resolution No R06-16-2015A, the Adoption of the FY2015 Amended Budget for the CDRA of West Point City – Mr. Kyle Laws
2. Consideration of Resolution No R06-16-2015, the Adoption of the FY2016 Budget for the CDRA of West Point City – Mr. Kyle Laws
 - a. Public Hearing
 - b. Action

Date: 7/7/2015

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Consideration of Resolution No. 07-07-2015A, Interlocal agreement with Clinton City to Provide Sewer Service – Mr. Boyd Davis

Future Items

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Discussion of Cemetery Expansion
3. Discussion of Developer's Agreement with Wright Development – Mr. Boyd Davis
4. Building Rental Fees & Policy – Mr. Kyle Laws
5. Interlocal Agreement with Davis County for Property Use West of Blair Dahl Park – Mr. Kyle Laws
6. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws

General Session

1. Consideration of Final Approval of the Smith's Marketplace Site-Plan – Mr. Boyd Davis
2. Consideration of Removing Pheasant Creek Phase 3 from Warranty – Mr. Boyd Davis
3. Consideration of Removing Wise County Meadows Phase 1 from Warranty – Mr. Boyd Davis

CDRA

1. Consideration of Resolution R**-**-**** An Amendment to the Interlocal Agreement Between the CDRA of West Point and West Point City – Mr. Randy Sant

West Point City 2015 Calendar

January
 February
 March
 April
 May
 June
 2 City Council-7pm
 6 Take Pride Day
 11 Planning Commission-7pm
 13 Miss West Point Pageant SHS-7pm
 15 Senior Lunch-11:30am
 16 City Council-7pm
 25 Planning Commission-7pm
 July
 4 Independence Day-Party at the Point
 6 Independence Day Observed-Closed
 7 City Council-7pm
 9 Planning Commission-7pm
 20 Senior Lunch 11:30am
 21 City Council-7pm
 23 Planning Commission-7pm
 24 Pioneer Day-Closed
 August
 4 City Council-7pm
 6 Summer Party-5pm
 13 Planning Commission-7pm
 18 City Council-7pm
 21 Senior Dinner-5:00pm
 27 Planning Commission-7pm
 September
 1 City Council-7pm
 7 Labor Day-Closed
 10 Planning Commission-7pm
 15 City Council-7pm
 21 Senior Lunch-11:30am
 24 Planning Commission-7pm
 October
 1 Cemetery Cleaning
 6 City Council-7pm
 8 Planning Commission-7pm
 14 Council/Staff Lunch-11:30am
 16 Halloween Carnival-7pm
 19 Senior Lunch-11:30am
 20 City Council-7pm
 22 Planning Commission-7pm

November
 3 Election Day
 7 Flags on Veteran's Graves YC
 11 Veteran's Day-Closed
 12 Planning Commission-7pm
 16 Senior Lunch-11:30am
 17 City Council-7pm
 26-27 Thanksgiving-Closed
 December
 1 City Council-7pm
 4 Christmas Party-7pm
 7 City Hall Lighting Ceremony-6:00 pm
 10 Planning Commission-7pm
 15 City Council-7pm
 18 Cemetery Luminary-4pm
 21 Senior Lunch-11:30am
 24-25 Christmas-Closed
 January 2016
 8-9 Council Retreat

City Council Staff Report

Subject: FY2015 Amended and FY2016 Budget
Author: Evan Nelson
Department: Administrative Services
Date: June 2, 2015



BACKGROUND

Each year cities and towns in the State of Utah are required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 22nd of June. The tentative budget was presented to the City Council at the meeting on May 5th as required by law. Council and Staff discussed an overview of revenues and expenditures, changes from the 2015 Budget, the Employee Pay Plan, and other budget options. On May 19th we discussed proposed changes to the City's Capital Improvement Plan (CIP) and budgets for the City's enterprise, Capital Projects, and Special Revenue funds.

On June 2nd we will discuss some additional changes to the proposed Tentative Budget, proposed changes to the City Fee Schedule, the process for approving a property tax rate, and depreciation in the enterprise funds. The Council will consider adopting the Fiscal Year 2016 Tentative Budget at the Regular Meeting.

ANALYSIS

Additional Changes to the Proposed Tentative Budget

Since developing and distributing the proposed Tentative Budget, our staff has continued to review the document. We would like to propose the following additional changes that were not included in the original Tentative Budget.

Fleet Contribution

In the past, we have transferred money from the Waste and Water Funds into the General Fund to help support fleet costs such as fuel and auto parts. Based on guidance from the State Auditor, we feel it would be more appropriate to record a portion of the fleet expenses in each enterprise fund as well as the General Fund, rather than transferring money in. Doing it this way will provide a more accurate accounting for the cost of maintaining our fleet. We have made adjustments to the budgets in both FY2015 and FY2016 to implement this approach.

300 North Sidewalk Grant

The 300 North Sidewalk Grant will help fund installation of a sidewalk from 1500 West to 1600 West. This project was added to the Capital Projects Matrix after the proposed Tentative Budget was complete. We have added funding to the FY2016 budget to be able to complete this project, including \$12,500 of Class C money for the City's share and \$37,500 as the grant portion.

800 North Sidewalk Project

In order to complete the sidewalk project on 800 North, we have added an additional \$20,000 to the FY2016 budget. This amount should allow the contractor to further mitigate concerns caused by the sidewalk elevation. Fund balance (General Fund Surplus from prior years) in the Capital Projects Fund is the source of this funding.

Fund Surpluses

The proposed Tentative Budget for the Capital Projects Fund included a \$400,000 surplus related to the annual transfer-in from the General Fund. In order to balance the fund, while still including a budget for the transfer, we propose decreasing the Beginning Balance revenue line by \$400,000, in both fiscal years.

The Debt Service Fund had a \$109 surplus. This was eliminated by adding \$109 to the Debt Service – City Hall expense line.

Salary Re-allocation

Many of our employee salaries are allocated among various funds. You may recall that during the budget process last year, we evaluated salary allocations and made some changes. As we reviewed the budget this year, we felt that the Storm Water Fund was bearing an excessive portion of salary-related expenses. After reviewing employee salary allocations, we made reasonable changes and, therefore, propose the following budget adjustments:

Expense	Decrease	Increase	Offset
Waste Fund Salary	\$4,411		Reduced Fund Balance Revenue line
Waste Fund Benefits	\$2,245		
Water Fund Salary		\$3,889	Increased Fund Balance Revenue line
Water Fund Benefits		\$3,202	
Storm Water Salary	\$17,600		Reduced Fund Balance Revenue line
Storm Water Benefits	\$10,214		
General Fund Salary		\$18,123	Increased building permit revenue line, reduced surplus – General Fund line.
General Fund Benefits		\$9,257	
TOTAL	\$34,470	\$34,471	

City Fee Schedule

The City Fee Schedule, with proposed changes, is included in your Tentative Budget document. The Council will be considering approval of the Fee Schedule at the meeting on June 16, 2015. Here is a summary of the proposed changes:

Inflatable Toys Rental Fee – Due to liability issues, the City has discontinued the practice of renting out inflatable toys. Therefore, this fee has been eliminated from the schedule.

Zoning or Street Maps – This fee is proposed to be eliminated.

Recreation Fees – Recreation fees have been adjusted so the non-resident rate is \$10 higher than the resident rate. Previously, the difference between resident and non-resident was not consistent from one sport to the next. Also, the Fee Schedule now specifies that students attending West Point schools will be charged the resident rate. The Football registration fee is proposed to increase from \$120 to \$130, based on a comparison with other cities in our area.

Sewer Rates – Sewer rates are proposed to increase in accordance with the North Davis Sewer District rate changes.

Utility Deposits – Proposed elimination of unnecessary language: “New hookups on or after July 1, 2001.”

Commercial Garbage Collection – Requests for this service are referred to our waste hauler. Because the City does not provide this service, we propose elimination of the fee.

Approving a Property Tax Rate

The Davis County Assessor has indicated that property values in Davis County have increased by 5% this year. We do not yet know exactly what the increase in value is for West Point City, specifically. The County will set a Certified Rate which will ensure that the City collects the same amount of revenue as last year, plus new growth. The City Council may choose to accept the Certified Rate or select a different rate. If the Council chooses to consider a rate higher than the certified rate, we must go through the Truth in Taxation process, like we did last year. This process is designed to provide proper public notice to residents and to allow public input on the matter. In the past, the City Council has sought to maintain a stable tax rate, which increases revenue when property values are rising. The City will know the Certified Rate by June 8th. The Council must vote on June 16th to either accept the Certified Rate, or to go through the Truth in Taxation process and consider a higher rate. Staff would like to receive direction from the City Council on how you would like us to proceed this year.

Depreciation

In accordance with accounting standards, the City records a depreciation expense each year in the enterprise funds. This expense is calculated based upon current capital assets and their current expected useful life. When assets are not financed, they are purchased up-front and cash is spent. But, in the enterprise funds, the full expense is not recognized all at once. Rather, a pro-rated portion of the expense is recognized every year for the estimated useful life of the asset. This is depreciation expense. Here is the point related to the budget: If the City can cover the depreciation expense with current year revenues, that amount in cash is essentially being set aside to pay for the replacement of the assets when the time comes. If the City is not able to cover depreciation expense with current year revenues, it is likely that reserves will not be sufficient to cover replacement of assets. In this case the City may need to go into debt to meet capital needs. One way to look at it is the difference between a pay-as-

you-go philosophy and the idea that current residents pay for current assets utilizing debt. The proposed Tentative Budget actually utilizes a combination of these philosophies. In a pay-as-you-go philosophy, current year revenues would cover depreciation expense. The other approach utilizes fund balance to cover depreciation expense. This approach does not diminish fund balance, but it does not seek to meet future capital needs either. Attempts to move closer to a pay-as-you-go philosophy will likely require us to consider increases to current utility rates or significant reductions to expenses. This is how things are in the proposed Tentative Budget:

FUND	DEPRECIATION EXPENSE	FUNDED BY CURRENT YEAR REVENUES	FUNDED WITH FUND BALANCE
Waste	\$85,000	\$27,677	\$57,323
Water	\$75,000	\$75,000	\$0
Storm Water	\$64,000	\$26,694	\$37,306

Notice that the Water Fund is able to cover depreciation expense fully with current year revenues, while the other two funds can only cover a portion. Staff would like the Council to discuss this and provide feedback regarding our philosophy on depreciation expense.

RECOMMENDATION

Staff would like Council to discuss and provide direction on the Fiscal Year 2016 proposed Tentative Budget and Fee Schedule, continue the public hearing during the regular meeting, and adopt the FY 2016 Tentative Budget. Staff would also like the Council to provide direction on setting a property tax rate.

SIGNIFICANT IMPACTS

There are no significant impacts at this time.

ATTACHMENTS

- Revised Tentative Budget
- Resolution 06-02-2015A – Adopting the Tentative Budget

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
GENERAL FUND						
TAXES						
10-31-10	Property Taxes	334,893.12	363,276.88	356,700.00	356,700.00	356,700.00
10-31-25	Vehicle - In lieu of prop. tax	41,640.88	35,368.95	35,000.00	35,000.00	35,000.00
10-31-30	General Sales and Use Taxes	896,250.04	940,522.76	860,000.00	900,000.00	915,000.00
10-31-40	Cable TV	18,830.65	19,127.37	19,000.00	19,000.00	19,000.00
10-31-50	Energy Sales and Use	361,541.38	379,215.48	331,000.00	345,000.00	345,000.00
10-31-60	Telecommunications	118,268.10	113,642.59	115,000.00	115,000.00	100,000.00
	Total TAXES:	1,771,424.17	1,851,154.03	1,716,700.00	1,770,700.00	1,770,700.00
LICENSES AND PERMITS						
10-32-10	Bus. License/Cond. Use Permits	10,837.50	12,270.00	12,000.00	12,000.00	12,000.00
10-32-21	Building Permits	90,472.57	151,375.03	100,000.00	90,000.00	100,000.00
	Total LICENSES AND PERMITS:	101,310.07	163,645.03	112,000.00	102,000.00	112,000.00
INTERGOVERNMENTAL REVENUE						
10-33-56	Class C Roads	299,667.44	287,457.13	290,000.00	290,000.00	290,000.00
10-33-58	State Liquor Allotment	5,471.19	5,832.29	4,500.00	.00	.00
	Total INTERGOVERNMENTAL REVENUE:	305,138.63	293,289.42	294,500.00	290,000.00	290,000.00
CHARGES FOR SERVICES						
10-34-10	Zoning and Subdivision Fees	9,245.75	8,317.00	7,000.00	7,000.00	7,000.00
10-34-60	Recreation Fees	76,828.12	87,656.36	85,000.00	85,000.00	85,000.00
10-34-78	Park & City Hall Reservations	4,555.00	5,055.00	4,500.00	4,500.00	4,500.00
10-34-79	City Celeb. & Sponsorships	11,339.76	13,386.39	12,000.00	12,000.00	12,000.00
10-34-82	Cemetery Interment	9,800.00	16,200.00	8,000.00	9,000.00	9,000.00
10-34-90	Misc. Income & Concessions	8,781.77	17,131.23	15,000.00	15,000.00	15,000.00
	Total CHARGES FOR SERVICES:	120,550.40	147,745.98	131,500.00	132,500.00	132,500.00
MISCELLANEOUS REVENUE						
10-36-10	Interest Earnings	2,679.55	2,443.34	1,000.00	1,000.00	1,000.00
10-36-20	Donations	1,700.00	730.00	.00	.00	.00
10-36-25	Military Memorial Donations	.00	530.00	.00	.00	.00
10-36-90	Miscellaneous	5,020.45	47.99	.00	.00	.00
	Total MISCELLANEOUS REVENUE:	9,400.00	3,751.33	1,000.00	1,000.00	1,000.00
CONTRIBUTIONS & TRANSFERS						
10-39-10	Surplus General Fund	.00	.00	.00	364,652.00	396,609.00
10-39-50	Fleet Contribution - Waste Fun	20,000.00	8,000.00	20,000.00	.00	.00
10-39-55	Fleet Contribution - Water Fun	30,000.00	14,000.00	30,000.00	.00	.00
	Total CONTRIBUTIONS & TRANSFERS:	50,000.00	22,000.00	50,000.00	364,652.00	396,609.00
GENERAL GOVERNMENT						
10-41-10	Mayor and Council Wages	39,600.00	39,375.00	39,600.00	39,600.00	39,600.00
10-41-11	Executive	2,650.55	2,650.55	.00	.00	.00
10-41-13	Employee Benefits	5,153.81	6,002.26	9,337.00	9,337.00	6,275.00
10-41-33	Training and Education	6,029.02	7,286.57	9,000.00	9,000.00	9,000.00
10-41-35	Community Service Contracts	1,000.00	500.00	3,000.00	3,000.00	3,000.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
Total GENERAL GOVERNMENT:		49,132.28	55,814.38	60,937.00	60,937.00	57,875.00
ADMINISTRATIVE SERVICES						
10-44-11	Salaries and Wages	100,109.94	99,360.37	87,190.00	87,190.00	90,677.00
10-44-13	Employee Benefits	32,852.58	35,222.32	43,961.00	43,961.00	47,332.00
10-44-20	Mileage Reimbursement	97.91	333.40	500.00	500.00	800.00
10-44-21	Books, Subscrip. & Memberships	651.32	466.80	1,000.00	1,000.00	1,000.00
10-44-24	Postage	3,309.45	3,740.92	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	.00	332.07	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	13,603.71	13,987.11	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	2,423.05	3,087.87	3,000.00	3,000.00	4,000.00
10-44-38	Auditor & Accounting Support	23,250.00	24,700.00	25,000.00	25,000.00	25,500.00
10-44-40	Accounting Software Support	.00	.00	3,500.00	3,500.00	.00
10-44-63	IT Support & Contracts	2,115.68	4,132.50	4,750.00	4,750.00	4,750.00
10-44-69	Office Supplies & Expense	2,448.50	3,271.37	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	31,635.80	31,846.93	59,800.00	34,000.00	34,000.00
10-44-95	Credit Card Processing Fees	470.00	756.05	470.00	470.00	1,000.00
10-44-98	Bank Service Charges	1,159.21	762.46	500.00	500.00	1,000.00
Total ADMINISTRATIVE SERVICES:		214,127.15	222,000.17	256,171.00	230,371.00	236,559.00
PUBLIC WORKS						
10-48-11	Salaries and Wages	145,564.69	152,649.08	93,109.00	93,109.00	96,839.00
10-48-13	Employee Benefits & Retirement	64,593.87	73,522.87	58,783.00	58,783.00	63,548.00
10-48-20	Overtime	18,133.50	18,065.68	15,000.00	15,000.00	15,000.00
10-48-23	Travel and Education	323.59	413.42	360.00	360.00	360.00
10-48-25	Equipment, Supplies & Maint.	6,935.86	7,621.89	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	14,952.56	19,770.59	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	1,953.48	1,496.97	2,000.00	2,000.00	3,000.00
10-48-65	Fleet Operations & Maintenance	9,699.34	6,548.37	10,000.00	4,250.00	4,250.00
10-48-67	Fleet Fuel	32,187.98	29,800.19	30,115.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	378.31	936.52	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	10,000.00	.00	10,000.00	10,000.00	10,000.00
10-48-75	Crosswalk Power	822.18	746.52	900.00	900.00	900.00
10-48-77	Public Facilities Heating	6,182.64	6,753.64	5,000.00	5,000.00	5,000.00
10-48-82	Public Facilities Power	17,730.21	17,101.14	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	51,938.24	47,313.23	52,000.00	52,000.00	52,000.00
Total PUBLIC WORKS:		381,396.45	382,740.11	325,827.00	302,827.00	312,322.00
EXECUTIVE						
10-49-11	Salaries and Wages	112,817.68	135,617.91	143,799.00	143,799.00	154,079.00
10-49-13	Employee Benefits	40,083.76	57,263.94	62,346.49	62,346.39	68,429.00
10-49-20	Mileage Reimbursements	155.44	118.79	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	2,693.17	2,714.30	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	7,069.11	4,460.04	6,000.00	8,000.00	6,000.00
10-49-24	Postage	6.11	28.67	320.00	320.00	320.00
10-49-25	New Equipment Purchase	6,986.83	5,840.21	9,000.00	9,000.00	9,000.00
10-49-37	Attorney	28,736.00	28,220.00	33,000.00	33,000.00	33,000.00
10-49-62	Miscellaneous	106.14	.00	.00	.00	.00
10-49-63	IT Support & Contracts	21,163.62	18,927.76	18,250.00	18,250.00	24,000.00
10-49-65	Emp. Awards, Rec. & Events	8,187.44	9,087.07	10,000.00	11,000.00	11,000.00
10-49-66	Education Reimb. Program	1,000.00	1,000.00	2,000.00	2,000.00	2,000.00
10-49-67	Emp. Benefits & Bonus Program	1,566.47	13.37	13,000.00	13,000.00	13,000.00
10-49-68	Wellness Program	516.00	25.00	1,000.00	1,000.00	1,000.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
10-49-69	Office Supplies & Expense	5,750.53	4,268.05	5,000.00	5,000.00	5,000.00
10-49-70	Cellular & Radio Serv. & Equip	13,826.23	9,314.51	12,000.00	12,000.00	12,000.00
10-49-72	Legal Advertising	4,255.63	9,066.62	9,000.00	9,000.00	9,000.00
10-49-80	Utah League Membership	3,768.94	3,866.45	4,000.00	4,000.00	4,500.00
10-49-82	City Newsletter	382.67	428.74	750.00	1,750.00	1,750.00
10-49-83	Economic Development	.00	.00	8,000.00	8,000.00	8,000.00
10-49-85	Volunteerism Program	.00	.00	2,000.00	2,000.00	2,000.00
10-49-88	Recorders Office	4,308.07	14,132.72	8,000.00	8,000.00	8,000.00
10-49-89	Elections	.00	.00	.00	.00	8,000.00
10-49-90	City Celebrations & Events	60,350.73	62,192.91	63,000.00	63,000.00	63,000.00
10-49-91	Youth Council	5,739.18	4,733.62	6,000.00	6,000.00	6,000.00
10-49-92	Miss West Point Pageant	9,828.91	11,332.42	10,750.00	10,750.00	10,750.00
10-49-93	Senior Program	2,489.61	2,570.56	2,500.00	2,500.00	2,500.00
Total EXECUTIVE:		341,788.27	385,223.66	433,465.49	437,465.39	466,078.00
COMMUNITY DEVELOPMENT						
10-52-11	Salaries and Wages	97,369.80	90,078.32	118,056.00	118,056.00	135,316.00
10-52-13	Employee Benefits & Retirement	27,411.90	26,496.31	44,316.00	44,316.00	54,381.00
10-52-21	Books, Subscrip. & Memberships	634.00	263.00	750.00	750.00	750.00
10-52-23	Travel, Education & Certificat	1,899.94	1,979.04	2,500.00	2,500.00	2,500.00
10-52-25	Equipment & Supplies	4,747.37	3,174.64	6,500.00	6,500.00	6,500.00
10-52-51	GIS	971.25	1,977.00	1,500.00	1,500.00	1,500.00
10-52-61	Miscellaneous Supplies	155.56	166.00	500.00	500.00	500.00
10-52-62	Contract Planning & Insp Serv	.00	417.00	2,000.00	2,000.00	2,000.00
10-52-63	IT Support & Contracts	1,710.83	905.87	400.00	400.00	400.00
10-52-65	State Building Surcharge	894.50	1,202.96	1,000.00	1,000.00	1,000.00
10-52-68	Planning Comm/Board of Adj.	2,629.02	3,122.50	5,000.00	5,000.00	5,000.00
10-52-69	Office Supplies & Expense	351.42	225.74	500.00	500.00	500.00
Total COMMUNITY DEVELOPMENT:		138,775.59	130,008.38	183,022.00	183,022.00	210,347.00
PUBLIC SAFETY & EMERGENCY PLAN						
10-54-11	Crossing Guards	15,344.74	17,922.98	25,820.00	25,820.00	33,866.00
10-54-13	Employee Benefits & Retirement	1,783.83	1,578.67	2,821.00	2,821.00	3,645.00
10-54-15	Crossing Guard Supplies/Equip.	464.98	508.48	650.00	650.00	1,000.00
10-54-60	Animal Control	20,580.48	22,620.12	24,000.00	24,000.00	24,000.00
10-54-62	Police Services	70,744.29	83,443.73	84,000.00	84,000.00	101,400.00
10-54-65	Narcotics Strike Force	7,133.25	7,133.25	7,500.00	7,500.00	7,500.00
10-54-75	Hometown Security (EPRT)	4,256.96	900.99	4,000.00	4,000.00	4,000.00
Total PUBLIC SAFETY & EMERGENCY PLAN:		120,308.53	132,306.24	148,791.00	148,791.00	175,411.00
PARKS AND CEMETERY						
10-70-11	Salaries and Wages	41,375.34	61,538.30	113,376.00	113,376.00	115,640.00
10-70-13	Employee Benefits & Retirement	3,881.54	5,306.01	12,381.00	12,381.00	12,451.00
10-70-20	Uniforms	252.75	.00	600.00	600.00	600.00
10-70-25	Equipment & Supplies	12,158.98	14,883.92	14,000.00	14,000.00	14,000.00
10-70-26	Building and Grounds	51,384.73	49,858.95	61,600.00	61,600.00	61,600.00
10-70-29	Park & Cemetery Lights	4,279.30	4,384.16	3,400.00	3,400.00	3,400.00
10-70-61	Misc. Services and Supplies	.00	2,300.00	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	74.62	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	3,718.14	5,262.84	4,000.00	4,000.00	4,000.00
Total PARKS AND CEMETERY:		117,125.40	143,534.18	211,057.00	211,057.00	213,391.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
RECREATION						
10-71-11	Salaries and Wages	76,056.18	90,428.40	97,792.00	97,792.00	105,577.00
10-71-13	Employee Benefits & Retirement	24,834.60	30,201.54	37,512.00	37,512.00	41,674.00
10-71-20	Recreation Program Marketing	679.43	464.60	1,000.00	1,000.00	1,000.00
10-71-26	Building and Grounds	2,934.96	4,719.25	2,300.00	2,300.00	2,300.00
10-71-60	Soccer	11,774.04	11,215.48	10,500.00	10,500.00	12,000.00
10-71-67	Junior Jazz	17,239.73	17,339.36	16,600.00	16,600.00	18,000.00
10-71-68	Football	25,802.01	37,822.72	32,000.00	32,000.00	32,000.00
10-71-69	Office Supplies & Expense	292.71	47.61	250.00	250.00	250.00
10-71-71	Baseball/Softball	17,059.99	22,813.81	13,000.00	13,000.00	18,000.00
10-71-73	Volleyball	.00	2,518.13	5,000.00	5,000.00	3,000.00
Total RECREATION:		176,673.65	217,475.68	215,954.00	215,954.00	233,801.00
TRANSFERS, CONT. & OTHER USES						
10-90-01	Contingency	.00	.00	115,521.00	.00	.00
10-90-63	Class C Trans. to Special Rev.	299,667.44	287,457.13	290,000.00	290,000.00	290,000.00
10-90-65	Trans. To Capital Projects Fun	295,731.03	.00	.00	.00	.00
10-90-70	Trans. Debt. Serv. City Hall	106,884.00	106,766.00	64,706.61	64,906.61	107,025.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	.00	366,605.34	.00	515,521.00	400,000.00
Total TRANSFERS, CONT. & OTHER USES:		702,282.47	760,828.47	470,227.61	870,427.61	797,025.00
GENERAL FUND Revenue Total:		2,357,823.27	2,481,585.79	2,305,700.00	2,660,852.00	2,702,809.00
GENERAL FUND Expenditure Total:		2,241,609.79	2,429,931.27	2,305,452.10	2,660,852.00	2,702,809.00
Net Total GENERAL FUND:		116,213.48	51,654.52	247.90	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
SPECIAL REVENUE FUND						
DEVELOPMENT FEES						
45-30-15	Water Impact Fees	19,967.00	30,194.00	24,350.00	.00	.00
45-30-28	Sewer Impact Fees	12,620.23	16,504.68	12,100.00	.00	.00
45-30-29	Storm Water Impact Fees	72,800.00	82,783.84	52,550.00	.00	.00
45-30-57	Road Impact Fees	181,394.93	232,105.79	170,150.00	170,150.00	170,150.00
45-30-70	Park and Trails Impact Fees	127,927.38	164,202.78	119,000.00	119,000.00	119,000.00
45-30-75	North Davis Sewer	168,350.00	226,178.00	163,000.00	163,000.00	163,000.00
45-30-80	N.D. Fire Impact Fees	16,421.83	21,379.33	14,750.00	14,750.00	14,750.00
45-30-90	Class C Road Revenue	.00	.00	290,000.00	290,000.00	290,000.00
45-30-99	Beginning Balance	.00	.00	655,586.00	1,229,365.00	563,331.00
Total DEVELOPMENT FEES:		599,481.37	773,348.42	1,501,486.00	1,986,265.00	1,320,231.00
OTHER FINANCING SOURCES						
45-33-46	Grants (Road Projects)	.00	22,855.50	.00	2,840,000.00	2,620,769.00
45-33-47	Grants	.00	57,784.50	.00	.00	.00
45-33-90	Transfer from Other Funds	299,667.44	287,457.13	.00	.00	.00
Total OTHER FINANCING SOURCES:		299,667.44	368,097.13	.00	2,840,000.00	2,620,769.00
Source: 36						
45-36-10	Interest Income	7,649.32	9,203.23	.00	.00	.00
Total Source: 36:		7,649.32	9,203.23	.00	.00	.00
SPECIAL FUND PROJECTS						
45-51-10	Storm System Impact Fee Proj.	4,500.00	.00	19,735.00	.00	.00
45-51-15	Parks/Trails Impact Fee Proj.	.00	135,000.00	329,358.00	194,358.00	60,000.00
45-51-20	Water System Impact Fee Proj.	.00	.00	93,301.00	.00	.00
45-51-30	Sewer Impact Fee Projects	.00	.00	21,115.00	.00	.00
45-51-71	Roads/Ped. Walkways Impact Fee	60,553.86	43,620.97	389,204.00	389,204.00	495,887.00
45-51-80	N.D. Sewer Impact Fees	162,290.00	223,548.00	163,000.00	163,000.00	163,000.00
45-51-85	N.D. Fire Impact Fees	15,833.25	21,379.33	14,750.00	14,750.00	14,750.00
45-51-90	Parks and Trail Projects	7,546.74	.00	22,906.00	22,906.00	.00
45-51-95	Class C Road Expenditures	201,124.43	407,202.75	448,117.00	444,294.00	574,094.00
45-51-97	Road & Sidewalk Grant Projects	.00	80,640.50	.00	2,840,000.00	2,633,269.00
45-51-98	Bank Service Charges	.00	117.35	.00	.00	.00
Total SPECIAL FUND PROJECTS:		451,848.28	911,508.90	1,501,486.00	4,068,512.00	3,941,000.00
TRANSFERS, CONTRIB. & OTHER US						
45-90-51	Transfer to Other Funds	.00	.00	.00	757,753.00	.00
Total TRANSFERS, CONTRIB. & OTHER US:		.00	.00	.00	757,753.00	.00
SPECIAL REVENUE FUND Revenue Total:		906,798.13	1,150,648.78	1,501,486.00	4,826,265.00	3,941,000.00
SPECIAL REVENUE FUND Expenditure Total:		451,848.28	911,508.90	1,501,486.00	4,826,265.00	3,941,000.00
Net Total SPECIAL REVENUE FUND:		454,949.85	239,139.88	.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
CAPITAL PROJECTS FUND						
REVENUE						
48-30-45	Cemetery Permit & Perpet. Care	33,155.00	29,815.00	170,581.00	170,581.00	156,076.00
48-30-90	Beginning Balance	.00	.00	854,126.00	339,101.00	743,010.00
Total REVENUE:		33,155.00	29,815.00	1,024,707.00	509,682.00	899,086.00
OTHER FINANCING SOURCES						
48-33-10	Transfer from General Fund	295,731.03	366,605.34	.00	515,521.00	400,000.00
48-33-35	Interest	4,135.14	3,815.89	.00	.00	.00
48-33-51	Transfer from Waste Fund	.00	.00	15,025.00	.00	.00
48-33-55	Transfer from Water Fund	.00	14,000.00	15,025.00	.00	.00
48-33-58	Transfer from Storm Water Fund	.00	25,500.00	15,025.00	.00	.00
Total OTHER FINANCING SOURCES:		299,866.17	409,921.23	45,075.00	515,521.00	400,000.00
CAP. PROJ. FUND FINANCING USES						
48-51-10	Land	.00	.00	.00	115,521.00	.00
48-51-15	Buildings	42,414.16	5,809.57	69,416.00	69,416.00	42,731.00
48-51-20	Road Projects	13,115.00	32,557.07	219,991.00	219,991.00	450,430.00
48-51-25	Park Improvement Projects	32,701.47	286,846.31	424,694.00	424,694.00	583,136.00
48-51-36	Debt Service Principal	116,646.00	.00	.00	.00	.00
48-51-37	Debt Service Interest	18,354.00	.00	.00	.00	.00
48-51-43	Capital Equipment Replacement	31,000.00	.00	15,000.00	15,000.00	18,091.00
48-51-44	Vehicle Replacement	20,366.38	47,157.98	60,100.00	10,000.00	48,622.00
48-51-53	5 Year CIP	.00	.00	110,000.00	.00	.00
48-51-70	Cemetery Perpetual Care	.00	8,892.50	170,581.00	170,581.00	156,076.00
Total CAP. PROJ. FUND FINANCING USES:		274,597.01	381,263.43	1,069,782.00	1,025,203.00	1,299,086.00
TRANSFERS AND CONTRIBUTIONS						
48-90-51	Transfer to Waste Fund	.00	23,000.00	.00	.00	.00
Total TRANSFERS AND CONTRIBUTIONS:		.00	23,000.00	.00	.00	.00
CAPITAL PROJECTS FUND Revenue Total:		333,021.17	439,736.23	1,069,782.00	1,025,203.00	1,299,086.00
CAPITAL PROJECTS FUND Expenditure Total:		274,597.01	404,263.43	1,069,782.00	1,025,203.00	1,299,086.00
Net Total CAPITAL PROJECTS FUND:		58,424.16	35,472.80	.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
WASTE FUND						
OPERATING REVENUE						
51-37-17	Penalties	43,041.42	16,934.38	20,000.00	20,000.00	20,000.00
51-37-26	Sewer Fees	482,562.28	559,472.00	650,000.00	650,000.00	780,000.00
51-37-50	Garbage Collection Fees	448,059.64	461,061.27	462,500.00	462,500.00	462,500.00
51-37-60	Greenwaste Collection Fees	99,747.93	98,131.23	95,000.00	95,000.00	95,000.00
51-37-70	Recycle Collection Fees	83,681.04	90,602.91	90,000.00	90,000.00	90,000.00
Total OPERATING REVENUE:		1,157,092.31	1,226,201.79	1,317,500.00	1,317,500.00	1,447,500.00
OTHER FINANCING SOURCES						
51-38-05	Sewer Impact Fees	.00	.00	.00	12,100.00	12,100.00
51-38-15	Can Purchase	9,520.00	12,240.00	7,000.00	7,000.00	7,000.00
51-38-45	Trans from Spec Rev Fund	.00	20,885.00	.00	116,340.00	.00
51-38-48	Transfer from Capital Projects	.00	23,000.00	.00	.00	.00
51-38-55	Transfer from Water Fund	.00	14,000.00	.00	.00	.00
51-38-58	Transfer from Storm Water Fund	.00	7,711.00	.00	.00	.00
51-38-80	Interest Earnings	2,471.29	2,551.12	500.00	500.00	500.00
51-38-91	DEVELOPER CONTRIBUTIONS	119,770.00	.00	.00	.00	.00
Total OTHER FINANCING SOURCES:		131,761.29	80,387.12	7,500.00	135,940.00	19,600.00
TRANSFERS						
51-39-95	Beginning Fund Balance	.00	.00	55,000.00	76,219.00	256,323.00
51-39-96	Sewer Impact Fee Balance	.00	.00	.00	.00	9,015.00
Total TRANSFERS:		.00	.00	55,000.00	76,219.00	265,338.00
PRIMARY OPERATING EXPENSES						
51-81-11	Salaries and Wages	114,417.48	122,266.10	140,235.00	140,235.00	141,687.00
51-81-12	COMPENSATED ABSCENCES EXPEN	1,784.44	.00	.00	.00	.00
51-81-13	Benefits and Bonus	40,438.14	50,641.54	82,212.00	82,212.00	87,042.00
51-81-15	On call pay	6,880.00	7,240.00	8,500.00	8,500.00	8,500.00
51-81-27	Lift Station Pumps	2,234.18	1,212.85	2,400.00	2,400.00	2,400.00
51-81-45	Garbage Collection	258,100.98	259,973.00	270,000.00	276,000.00	276,000.00
51-81-46	Burn Plant	251,596.75	253,853.75	257,020.00	257,020.00	257,020.00
51-81-49	Sewer Collection and Disposal	270,585.53	325,336.25	440,422.00	440,422.00	550,422.00
51-81-55	Sewer Maintenance and Repair	27,593.74	27,398.55	30,000.00	30,000.00	30,000.00
51-81-63	IT Support & Contracts	11,642.79	10,577.29	18,125.00	18,125.00	16,925.00
51-81-65	Utility Refunds	.00	.00	1,500.00	1,500.00	1,500.00
Total PRIMARY OPERATING EXPENSES:		985,274.03	1,058,499.33	1,250,414.00	1,256,414.00	1,371,496.00
MATERIALS AND SUPPLIES						
51-82-24	Utility Bills - Postage/Equip.	9,960.32	8,564.99	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	.00	.00	4,500.00	4,500.00	4,500.00
51-82-60	Travel and Education	1,499.05	1,430.14	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	158.36	137.35	1,000.00	1,000.00	1,000.00
Total MATERIALS AND SUPPLIES:		11,617.73	10,132.48	18,000.00	18,000.00	18,000.00
WASTE - OTHER EXPENSES						
51-84-05	Sewer Impact Fee Projects	.00	.00	.00	21,115.00	21,115.00
51-84-20	Admin - Waste	.00	5,285.47	.00	15,000.00	15,000.00
51-84-30	Depreciation	62,817.27	81,782.24	65,000.00	65,000.00	85,000.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
51-84-35	Credit Card Processing Fees	7,013.16	5,947.02	5,775.00	5,775.00	5,775.00
51-84-44	Vehicle Replacement	852.15	.00	.00	10,000.00	4,052.00
51-84-81	IT	3,046.84	2,100.00	4,000.00	4,000.00	4,000.00
51-84-83	Capital Improvements	1,908.73	.00	.00	.00	199,000.00
51-84-84	Blue Stakes	521.19	409.32	1,000.00	1,000.00	1,000.00
51-84-90	Fleet Contribution	20,000.00	8,000.00	20,000.00	8,000.00	8,000.00
51-84-95	Contingency	.00	.00	.00	125,355.00	.00
Total WASTE - OTHER EXPENSES:		96,159.34	103,524.05	95,775.00	255,245.00	342,942.00
TRANSFERS & CONTINGENCIES						
51-90-48	Transfer to Capital Projects	.00	.00	15,025.00	.00	.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	15,025.00	.00	.00
WASTE FUND Revenue Total:		1,288,853.60	1,306,588.91	1,380,000.00	1,529,659.00	1,732,438.00
WASTE FUND Expenditure Total:		1,093,051.10	1,172,155.86	1,379,214.00	1,529,659.00	1,732,438.00
Net Total WASTE FUND:		195,802.50	134,433.05	786.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
WATER FUND						
OPERATING REVENUE						
55-37-11	Metered Water Sales	646,077.24	701,439.92	680,000.00	680,000.00	680,000.00
55-37-13	Secondary Water Sales	730,026.57	755,514.70	735,000.00	760,000.00	775,000.00
55-37-14	Connection Fees - Water	14,350.00	21,700.00	15,000.00	15,000.00	15,000.00
55-37-17	Penalties	.00	24,103.99	12,600.00	12,600.00	12,600.00
Total OPERATING REVENUE:		1,390,453.81	1,502,758.61	1,442,600.00	1,467,600.00	1,482,600.00
OTHER FINANCING SOURCES						
55-38-05	Water Impact Fees	.00	.00	.00	24,350.00	24,350.00
55-38-10	Water deposits revenue	570.00	.00	.00	.00	.00
55-38-45	Transfer from Spec Rev Fund	.00	47,553.85	.00	168,242.00	.00
55-38-80	Interest Earnings	2,634.29	3,065.29	.00	.00	.00
55-38-91	DEVELOPER CONTRIBUTIONS	316,667.00	.00	.00	.00	.00
55-38-95	Fund Reserves	.00	.00	532,764.00	581,556.00	403,015.00
55-38-96	Water Impact Fee Balance	.00	.00	.00	.00	27,940.00
Total OTHER FINANCING SOURCES:		319,871.29	50,619.14	532,764.00	774,148.00	455,305.00
PRIMARY OPERATING EXPENSES						
55-81-11	Salaries and Wages	114,417.51	122,266.10	153,536.00	153,536.00	163,821.00
55-81-12	COMPENSATED ABSCENCES EXPEN	1,784.44	.00	.00	.00	.00
55-81-13	Benefits and Bonus	38,544.49	47,256.36	90,610.00	90,610.00	101,568.00
55-81-28	Wells & Water Tank Power	9,518.73	8,291.87	11,500.00	11,500.00	11,500.00
55-81-35	Hooper Water District	1,412.55	1,431.00	1,500.00	1,500.00	1,500.00
55-81-41	Water Maintenance	11,603.27	15,719.93	18,000.00	18,000.00	18,000.00
55-81-42	Water Sample Testing	5,082.00	2,427.30	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	699,902.53	725,156.64	700,000.00	745,000.00	764,000.00
55-81-45	Registration & Other Expenses	.00	100.00	1,000.00	1,000.00	1,000.00
55-81-60	Travel and Education	4,235.90	2,566.07	4,140.00	4,140.00	4,140.00
55-81-63	IT Support & Contracts	9,628.62	8,488.80	13,625.00	13,625.00	19,100.00
Total PRIMARY OPERATING EXPENSES:		896,130.04	933,704.07	998,911.00	1,043,911.00	1,089,629.00
WATER - MATERIALS AND SUPPLIES						
55-82-24	Utility Bills - Postage/Equip	7,548.90	9,093.58	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	236.72	406.63	750.00	750.00	750.00
55-82-50	Water Meters	19,402.59	19,495.45	35,000.00	65,000.00	65,000.00
Total WATER - MATERIALS AND SUPPLIES:		27,188.21	28,995.66	44,000.00	74,000.00	74,000.00
WATER - OTHER EXPENSES						
55-84-05	Water System Impact Fee Proj.	.00	.00	.00	93,301.00	52,290.00
55-84-20	Admin - Water	.00	5,340.79	.00	19,000.00	19,000.00
55-84-30	Depreciation	64,535.76	74,263.71	75,000.00	75,000.00	75,000.00
55-84-33	Capital Projects & Expenditure	27,676.08	6,543.38	643,764.00	643,764.00	432,946.00
55-84-35	Credit Card Processing Fees	7,013.13	5,947.03	7,488.00	7,488.00	7,488.00
55-84-40	Water Purchase - Weber Basin	132,493.00	136,009.00	137,493.00	137,493.00	145,000.00
55-84-44	Vehicle Replacement	1,718.00	.00	.00	10,000.00	4,052.00
55-84-82	Blue Stakes	551.47	675.90	1,500.00	1,500.00	1,500.00
55-84-83	IT	1,174.35	862.86	2,000.00	2,000.00	2,000.00
55-84-85	Engineering Studies & Planning	62.10	50.00	20,000.00	20,000.00	20,000.00
55-84-90	Fleet Contribution	30,000.00	14,000.00	30,000.00	15,000.00	15,000.00
55-84-95	Contingency	.00	.00	.00	99,291.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
	Total WATER - OTHER EXPENSES:	265,099.69	243,692.67	917,245.00	1,123,837.00	774,276.00
TRANSFERS & CONTINGENCIES						
55-90-48	Transfer to Capital Projects	.00	14,000.00	15,025.00	.00	.00
55-90-51	Transfer to Waste Fund	.00	14,000.00	.00	.00	.00
	Total TRANSFERS & CONTINGENCIES:	.00	28,000.00	15,025.00	.00	.00
	WATER FUND Revenue Total:	1,710,325.10	1,553,377.75	1,975,364.00	2,241,748.00	1,937,905.00
	WATER FUND Expenditure Total:	1,188,417.94	1,234,392.40	1,975,181.00	2,241,748.00	1,937,905.00
	Net Total WATER FUND:	521,907.16	318,985.35	183.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
STORM WATER UTILITY FUND						
OPERATING REVENUE						
58-37-11	Storm Sys. Maint. & Const. Fee	148,692.43	169,523.00	160,000.00	160,000.00	160,000.00
58-37-13	Miscellaneous Revenue	.00	4,898.00	.00	.00	.00
58-37-17	Penalties	.00	2,813.75	8,400.00	8,400.00	8,400.00
58-37-90	Fund Balance	.00	.00	65,695.00	87,802.00	441,001.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	.00	.00	82,185.00
Total OPERATING REVENUE:		148,692.43	177,234.75	234,095.00	256,202.00	691,586.00
OTHER FINANCING SOURCES						
58-38-05	Storm Water Impact Fees	.00	.00	.00	52,550.00	52,550.00
58-38-45	Transfer From Spec Rev Fund	.00	.00	.00	473,171.00	.00
58-38-70	Interest Earnings	1,755.19	2,164.86	.00	.00	.00
58-38-91	DEVELOPER CONTRIBUTIONS	280,264.00	.00	.00	.00	.00
Total OTHER FINANCING SOURCES:		282,019.19	2,164.86	.00	525,721.00	52,550.00
PRIMARY OPERATING EXPENSES						
58-81-11	Salaries and Wages	30,027.32	28,305.93	69,747.00	69,747.00	55,189.00
58-81-12	Compensated Absences Expense	415.37	.00	.00	.00	.00
58-81-13	Benefits	5,829.82	8,839.36	38,388.00	38,388.00	32,093.00
58-81-27	Storm Sys. Maint. & Repair	12,887.29	1,817.32	11,000.00	11,000.00	11,000.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	2,237.66	5,947.07	3,872.00	3,872.00	3,872.00
58-81-40	Sweeping & Preventative Care	11,849.54	1,332.03	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	1,921.69	2,215.00	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	2,757.00	2,498.00	5,000.00	5,000.00	5,000.00
Total PRIMARY OPERATING EXPENSES:		67,925.69	50,954.71	152,507.00	152,507.00	131,654.00
STORM WTR UTILITY - OTHER EXP.						
58-84-05	Storm System Impact Fee Proj.	.00	.00	.00	19,735.00	134,735.00
58-84-20	Admin - Storm	.00	6,000.00	.00	6,000.00	6,000.00
58-84-30	Depreciation	58,654.54	62,767.64	42,000.00	64,000.00	64,000.00
58-84-44	Vehicle Replacement	.00	.00	.00	10,000.00	4,052.00
58-84-83	Capital Projects	1,304.70	.00	23,695.00	23,695.00	403,695.00
58-84-95	Contingency	.00	.00	.00	505,986.00	.00
Total STORM WTR UTILITY - OTHER EXP.:		59,959.24	68,767.64	65,695.00	629,416.00	612,482.00
Department: 90						
58-90-10	Transfer to General Fund	.00	.00	.00	15,025.00	.00
58-90-48	Transfer to Capital Projects	.00	25,500.00	15,025.00	15,025.00	.00
58-90-51	Transfer to Waste Fund	.00	7,711.00	.00	.00	.00
Total Department: 90:		.00	33,211.00	15,025.00	.00	.00
STORM WATER UTILITY FUND Revenue Total:		430,711.62	179,399.61	234,095.00	781,923.00	744,136.00
STORM WATER UTILITY FUND Expenditure Total:		127,884.93	152,933.35	233,227.00	781,923.00	744,136.00
Net Total STORM WATER UTILITY FUND:		302,826.69	26,466.26	868.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
DEBT SERVICE						
MISCELLANEOUS REVENUE						
70-36-10	Interest Earnings	432.42	515.82	.00	.00	.00
70-36-80	Proceeds from bond issuance	.00	751,000.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		432.42	751,515.82	.00	.00	.00
TRANSFERS AND CONTRIBUTIONS						
70-39-20	General Fund Transfer	106,884.00	106,766.00	64,706.61	64,906.61	107,025.00
Total TRANSFERS AND CONTRIBUTIONS:		106,884.00	106,766.00	64,706.61	64,906.61	107,025.00
FUNDING USES						
70-84-10	Debt Service - City Hall	71,000.00	799,000.00	55,000.00	55,200.00	94,109.00
70-84-11	Professional Fees	.00	15,400.00	.00	.00	.00
70-84-15	Interest on Bonds	35,883.50	42,551.49	9,706.61	9,706.61	12,916.00
Total FUNDING USES:		106,883.50	856,951.49	64,706.61	64,906.61	107,025.00
DEBT SERVICE Revenue Total:		107,316.42	858,281.82	64,706.61	64,906.61	107,025.00
DEBT SERVICE Expenditure Total:		106,883.50	856,951.49	64,706.61	64,906.61	107,025.00
Net Total DEBT SERVICE:		432.92	1,330.33	.00	.00	.00

Account Number	Account Title	2013 Actual	2014 Actual	2015 Original Budget	2015 Amended Budget	2016 Tentative Budget
CDRA FUND						
REVENUE						
85-31-08	Interfund Loan	.00	.00	.00	20,000.00	20,000.00
85-31-09	Proceeds From Long-term Debt	.00	.00	.00	.00	1,200,000.00
Total REVENUE:		.00	.00	.00	20,000.00	1,220,000.00
EXPENDITURES						
85-44-62	Project Expenses	.00	.00	.00	.00	1,200,000.00
85-44-63	Administration	.00	.00	.00	20,000.00	20,000.00
Total EXPENDITURES:		.00	.00	.00	20,000.00	1,220,000.00
CDRA FUND Revenue Total:		.00	.00	.00	20,000.00	1,220,000.00
CDRA FUND Expenditure Total:		.00	.00	.00	20,000.00	1,220,000.00
Net Total CDRA FUND:		.00	.00	.00	.00	.00
Net Grand Totals:		1,650,556.76	807,482.19	2,084.90	.00	.00

RESOLUTION NO. 06-02-2015A

**A RESOLUTION ADOPTING A
TENTATIVE BUDGET FOR WEST POINT CITY &
RELATED AGENCIES FOR FISCAL YEAR 2015-2016**

WHEREAS, the City Council of West Point City, County of Davis, State of Utah (hereinafter referred to as the “City”) is required by law to adopt a Budget for the 2015-2016 Budget Year in accordance with § 10-6-118, UCA, 1953, as amended, and the other provisions of the “Uniform Fiscal Procedures Act for Utah Cities,” § 10-6-1101 through § 10-60-159, UCA, 1953, as amended; and,

WHEREAS, the West Point City Manager has heretofore caused to be prepared and submitted to the City Council a Tentative Budget for the City for the 2015-2016 Budget Year; and,

WHEREAS, said Tentative Budget appears to be in proper form, subject to minor modifications, and appears correctly to set forth the anticipated disbursements and anticipated receipts of the City for the 2015-2016 Budget Year;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City that the hereto attached Tentative Budget is hereby adopted as the Tentative Budget of the City for Fiscal Year 2015-2016

PASSED AND ADOPTED this 2nd day of June, 2015.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Misty Rogers, City Recorder

City Council Staff Report

Subject: Smith's Marketplace/The Point Final Approval
Author: Boyd Davis
Department: Community Development
Date: June 2, 2015



Background

Final plans have been submitted for the Smith's Marketplace and the surrounding commercial development. The project is located at 300 N 2000 West and includes one large big box retail store, a fuel center, and a number of other retail pads, including some possible fast food locations.

The plans have been reviewed by staff and were presented to the Planning Commission and given final approval on May 14th. The plans were also presented to the City Council on May 19th. It is now time for the plans to be considered for final approval by the Council.

Analysis

Smith's would like to pull a building permit the first week of June and will need final site plan approval prior to that. Several steps have already been taken leading up to this final approval. First, a portion of property was rezoned to commercial to accommodate the larger store. Second, a preliminary plan was approved by the Planning Commission, and third, a conditional use permit was granted for the big box store and the fuel center. Public hearings were also held as required by the city code.

For final approval, the Planning Commission and City Council must each consider approving three separate items: 1. the site plan, 2. the subdivision plat, and 3. the building pad. Staff's comments on each of these items is summarized on the attached memo. We would like to review these items with the Council. In addition to the approval of the project plans, the City Council must also release the agricultural protection easement from the property by approving a resolution.

At the previous meeting the Council gave direction to staff to make the wall a condition of approval. We have communicated this to the developer's and they would like to provide some more information to the Council about the wall.

Recommendation

Staff recommends approval of the following:

1. Site Plan
2. Subdivision Plat
3. Smith's Building Pad
4. Developer's Agreement
5. Resolution 06-02-2015B releasing the Ag Protection Designation

Significant Impacts

None

Attachments

Site Plan

Building Elevations

Review Comments

Resolution 06-02-2015B

Draft Development Agreement

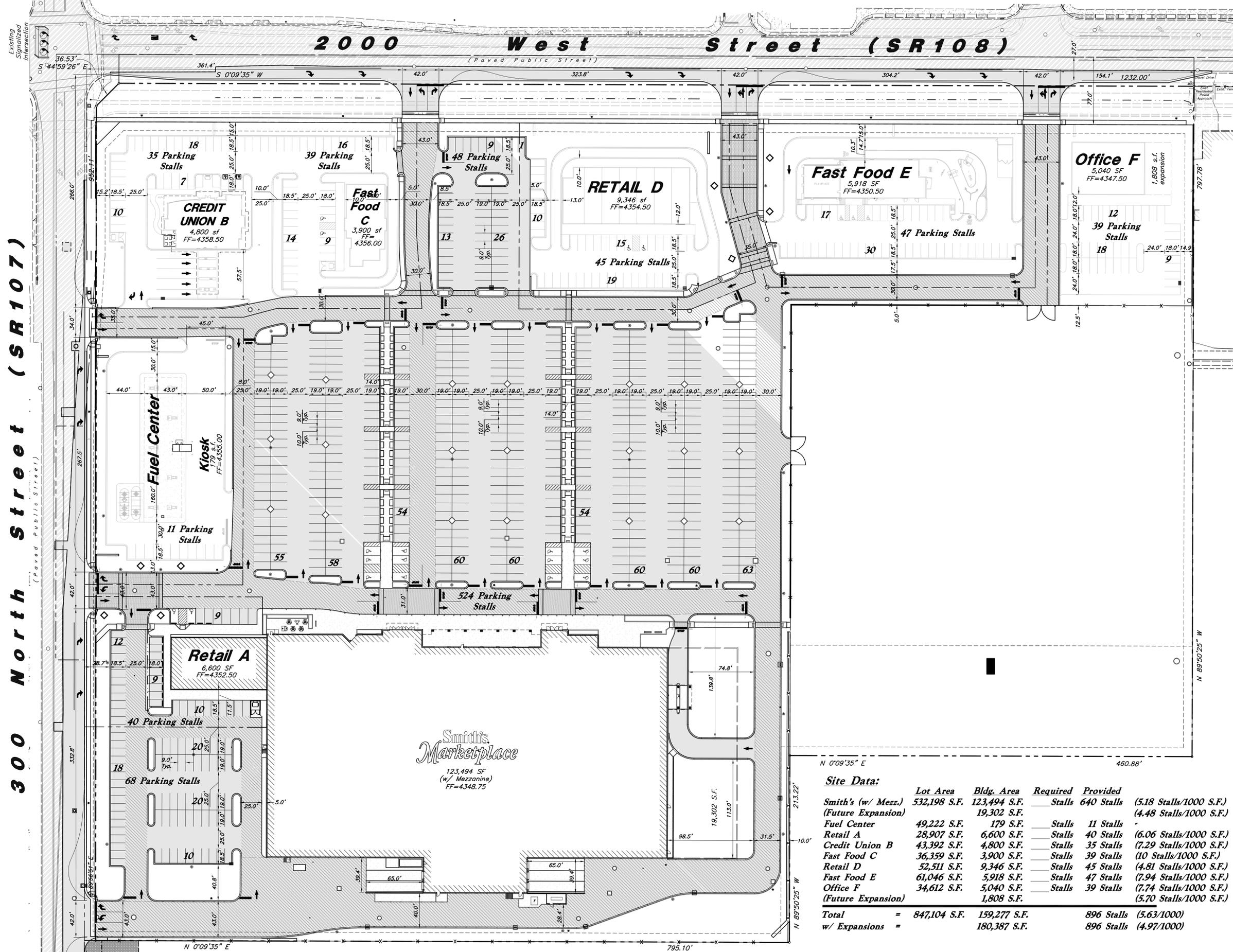
Resolution 06-02-2015C

300 North Street (SR107)

2000 West Street (SR108)



Scale: 1" = 50'



Smith's Marketplace
123,494 SF
(w/ Mezzanine)
FF=4348.75

Site Data:

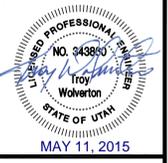
	Lot Area	Bldg. Area	Required Stalls	Provided Stalls	Ratio
Smith's (w/ Mezz.)	532,198 S.F.	123,494 S.F.	640 Stalls	640 Stalls	(5.18 Stalls/1000 S.F.)
(Future Expansion)		19,302 S.F.			(4.48 Stalls/1000 S.F.)
Fuel Center	49,222 S.F.	179 S.F.	11 Stalls	11 Stalls	-
Retail A	28,907 S.F.	6,600 S.F.	40 Stalls	40 Stalls	(6.06 Stalls/1000 S.F.)
Credit Union B	43,392 S.F.	4,800 S.F.	35 Stalls	35 Stalls	(7.29 Stalls/1000 S.F.)
Fast Food C	36,359 S.F.	3,900 S.F.	39 Stalls	39 Stalls	(10 Stalls/1000 S.F.)
Retail D	52,511 S.F.	9,346 S.F.	45 Stalls	45 Stalls	(4.81 Stalls/1000 S.F.)
Fast Food E	61,046 S.F.	5,918 S.F.	47 Stalls	47 Stalls	(7.94 Stalls/1000 S.F.)
Office F	34,612 S.F.	5,040 S.F.	39 Stalls	39 Stalls	(7.74 Stalls/1000 S.F.)
(Future Expansion)		1,808 S.F.			(5.70 Stalls/1000 S.F.)
Total	= 847,104 S.F.	159,277 S.F.	896 Stalls	(5.63/1000)	
w/ Expansions	=	180,387 S.F.	896 Stalls	(4.97/1000)	

Smith's
FOOD & DRUG STORES
1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400

#272
West Point, Utah

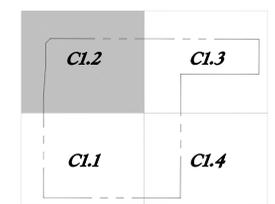
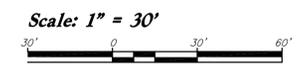
Overall Site Plan
The Point
217 North 2000 West
West Point, Utah

AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521.8529 - AWEngineering.net



07 May, 2015

SHEET NO. **C1.0**

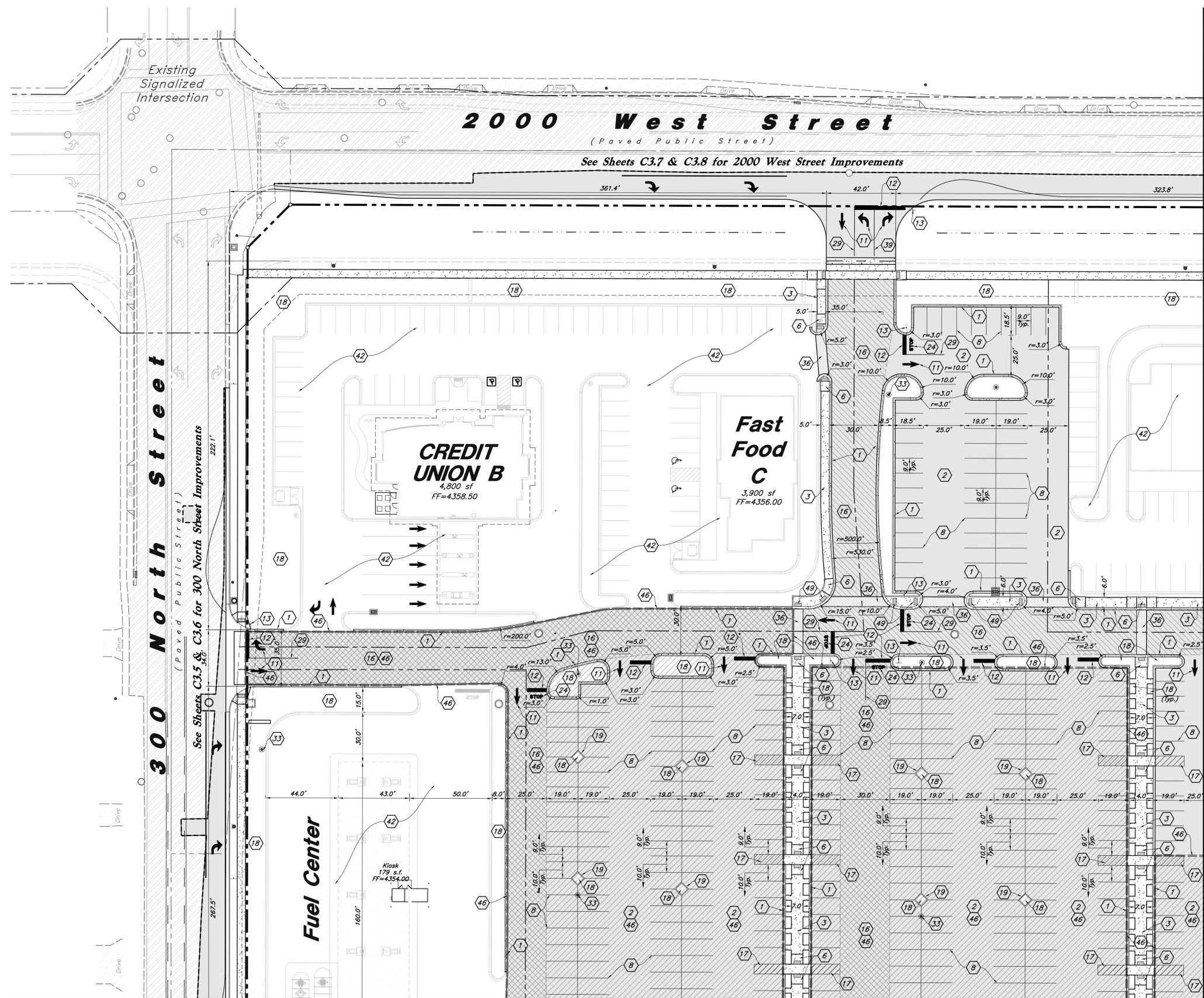


Site Construction Notes

- 1 Const. 18" Curb & Gutter
- 2 Const. Standard Asphalt Paving
- 3 Const. Conc. Sidewalk (Width Varies)
- 4 Const. Thickened Edge Sidewalk
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Editions)
- 7 Const. ADA Accessible Sign with Bollard per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 8 Const. 4" Yellow Paint Stripes, 2 Coats (Typ.)
- 9 Const. Light Duty Conc. Paving; 5" Conc./6" Base Course
- 10 Const. 6" Curb Wall
- 11 Const. Directional Arrows per MUTCD
- 12 Const. 24" White Stop Bar, 2 Coats (Typ.)
- 13 Const. Stop Sign per MUTCD R1-1
- 14 Const. Stop Sign / Pedestrian Crossing Sign
- 15 Conn. & Match Existing Improvements
- 16 Const. Heavy Duty Asphalt Paving
- 17 Const. 4" Yellow Paint Stripes at 24" o.c., 2 Coats (Typ.)
- 18 Landscaping - See Landscape Plan
- 19 Const. 6"x6" Diamond Planter
- 20 Bollard (See Arch. Plans)
- 21 Const. Concrete Wheel Stop
- 22 Monument Sign (By Others)
- 23 Transformer (See Elect. Plans)
- 24 Paint White "STOP" per MUTCD
- 25 Const. Colored Conc. Paving - Davis Color "Tile Red," Medium Broom Finish Parallel w/ Drive Isle, Sawcut Control Joints
- 26 Const. "Redi-Rock" Gravity Retaining Wall System w/ Ledge Stone Face & Color or Approved Equal & Chain Link Fence Along Top as Shown (Design Plans by Contractor)
- 27 Const. 5" Band w/ Colored Conc. - Davis Color "Tile Red," Medium Broom Finish Perpendicular w/ Drive Isle, Sawcut Control Joints
- 28 Const. Colored Conc. Paving - Davis Color "Brick Red," Medium Broom Finish Parallel to Drive Isle w/ Tooled Joints
- 29 Const. 4" Solid Double Yellow Paint Stripes, 2 Coats (Typ.)
- 30 8" Curb Wall Planter (See Arch. Plans)
- 31 Const. 6" Curb Wall Flush w/ Paving
- 32 Const. Colored Conc. Paving; Davis Color "Brick Red" Medium Broom Finish - Perpendicular to Drive Isle w/ Tooled Joints
- 33 Const. Light Pole (See Elect. Plans)
- 34 Const. Modified Concrete Collar
- 35 Const. Dumpster Enclosure w/ 8" Thick Concrete Apron & Interior Pad upon 4" Compacted Base upon Prepared Subgrade
- 36 Const. 6" Colored Concrete Crosswalk - Davis Color "Brick Red" Medium Broom Finish Perpendicular to Drive Isle w/ Tooled Joints
- 37 Bike Rack (See Arch. Plans)
- 38 Pharmacy Canopy & Coverage (See Arch. Plans)
- 39 Const. 4" White Paint Stripes, 2 Coats (Typ.)
- 40 Taper Curb Wall Raised 6" w/ Paving
- 41 Const. 6" Commercial Black Vinyl Chain-Link Fence and 12" Wide x 6" Thick Concrete Mow Strip Bid Alternate 1: 830± L.F. of "Olympus (Owell) Precast" or Approved Equal 15" x 18" Precast Concrete Post, 20" Post Cap & 8" Retaining/6" Non-Retaining Panel Wall. Exterior Finish (Both Sides) Shall be Masonry/Stacked Stone Formed Finish upon Posts, Cap Edge & Wall Panels w/ Opaque Stain per Precast Manufacturer (Design Plans by Contractor)
- 42 Future Pad Area to be Rough Graded & Stabilized w/ 2" Thick 1" Minus Crushed Rock (See Grading Plans)
- 43 Const. "Do Not Enter" Sign per MUTCD R5-1
- 44 Site/Building Construction Limits (Typ.)
- 45 Sawcut; Provide Smooth Clean Edge
- 46 Install Mirafix 500X (or Equal) Geotextile Fabric
- 47 Broom Finish to Match Direction of Hatch by Alternating Sections Between Tooled Joints.
- 48 Const. 6" Bench
- 49 Const. Truncated Domes
- 50 Const. Stop Sign w/ Pedestrian Crossing Sign per MUTCD R1-1 with Opposing "Do Not Enter" Sign per MUTCD R5-1
- 51 Const. 32" Double Gate with Center Drop Pin & Lockable Latch

Key Map
Not to Scale

Match Line - See Sheet C1.3



Match Line - See Sheet C1.1

Designed by: TW
 Drafted by: AM
 Client Name: Smith's Food & Drug Store
 SMC272-SP

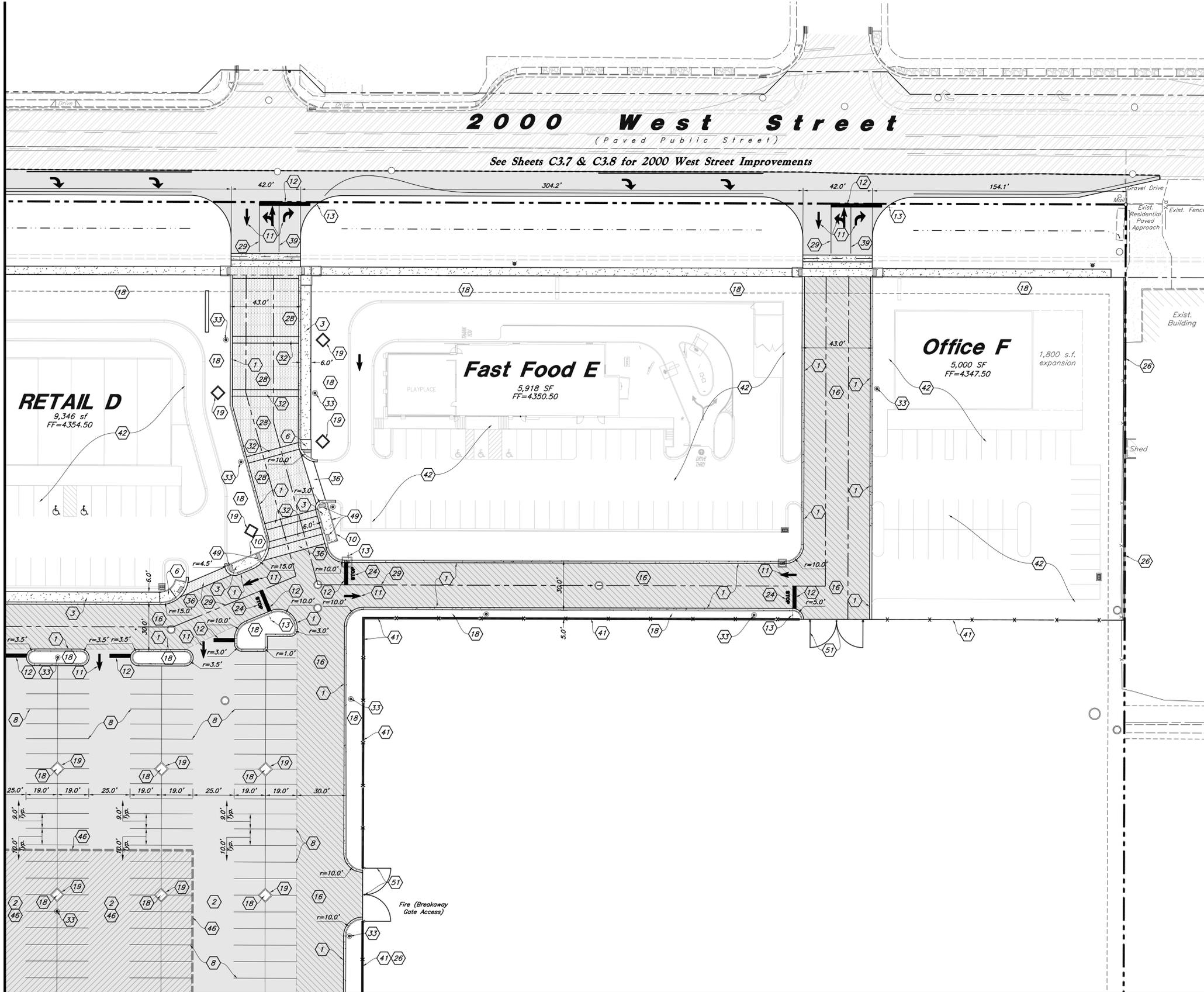
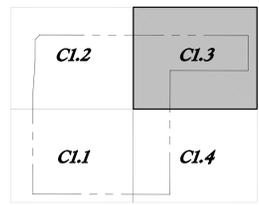
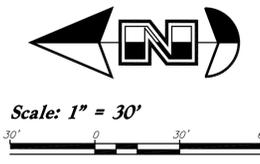
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Site Plan
The Point
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 West Point, Utah

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 1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

NOVEMBER 11 2015
 TROY WOLVERTON
 STATE OF UTAH
 MAY 11, 2015

07 May, 2015
 SHEET NO. **C1.2**



Site Construction Notes

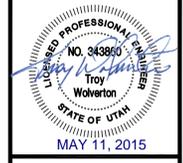
- 1 Const. 18" Curb & Gutter (1/CS.7)
- 2 Const. Standard Asphalt Paving (2/CS.7)
- 3 Const. Conc. Sidewalk (Width Varies) (3/CS.7)
- 4 Const. Thickened Edge Sidewalk (36/CS.7)
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions) (5/CS.7)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (CS.7)
- 7 Const. ADA Accessible Sign with Bollard per MUTCD & ICC/ANSI A117.1 (Latest Editions) (12/CS.7)
- 8 Const. 4" Yellow Paint Stripe, 2 Coats (Typ.)
- 9 Const. Light Duty Conc. Paving; 5" Conc./6" Base Course (5/CS.7)
- 10 Const. 6" Curb Wall (16/CS.7)
- 11 Const. Directional Arrows per MUTCD
- 12 Const. 24" White Stop Bar, 2 Coats (Typ.)
- 13 Const. Stop Sign per MUTCD R1-1 (11/CS.7)
- 14 Const. Stop Sign / Pedestrian Crossing Sign (8/CS.7)
- 15 Conn. & Match Existing Improvements
- 16 Const. Heavy Duty Asphalt Paving (7/CS.7)
- 17 Const. 4" Yellow Paint Stripe at 24" o.c., 2 Coats (Typ.)
- 18 Landscaping - See Landscape Plan
- 19 Const. 6"x6" Diamond Planter (13/CS.7)
- 20 Bollard (See Arch. Plans) (18/CS.7)
- 21 Const. Concrete Wheel Stop (10/CS.7)
- 22 Monument Sign (By Others)
- 23 Transformer (See Elect. Plans)
- 24 Paint White "STOP" per MUTCD
- 25 Const. Colored Conc. Paving - Davis Color "Tile Red," Medium Broom Finish Parallel w/ Drive Isle, Sawcut Control Joints. (29/CS.7)
- 26 Const. "Redi-Rock" Gravity Retaining Wall System w/ LedgeStone Face & Color or Approved Equal & Chain Link Fence Along Top as Shown (Design Plans by Contractor)
- 27 Const. 5" Band w/ Colored Conc. - Davis Color "Tile Red," Medium Broom Finish Perpendicular w/ Drive Isle, Sawcut Control Joints. (29/CS.7)
- 28 Const. Colored Conc. Paving - Davis Color "Tile Red," Medium Broom Finish Parallel to Drive Isle w/ Tooled Joints. (29/CS.7)
- 29 Const. 4" Solid Double Yellow Paint Stripe, 2 Coats (Typ.)
- 30 8" Curb Wall Planter (See Arch. Plans) (27/CS.7)
- 31 Const. 6" Curb Wall Flush w/ Paving (16/CS.7)
- 32 Const. Colored Conc. Paving; Davis Color "Brick Red" Medium Broom Finish - Perpendicular to Drive Isle w/ Tooled Joints. (29/CS.7)
- 33 Const. Light Pole (See Elect. Plans)
- 34 Const. Modified Concrete Collar (26/CS.7)
- 35 Const. Dumpster Enclosure w/ 8" Thick Concrete Apron & Interior Pad upon 4" Compacted Base upon Prepared Subgrade (29/CS.7)
- 36 Const. 6" Colored Concrete Crosswalk - Davis Color "Brick Red" Medium Broom Finish - Perpendicular to Drive Isle w/ Tooled Joints
- 37 Bike Rack (See Arch. Plans)
- 38 Pharmacy Canopy & Coverage (See Arch. Plans)
- 39 Const. 4" White Paint Stripe, 2 Coats (Typ.)
- 40 Taper Curb Wall Raised 6" w/ Paving
- 41 Const. 6" Commercial Black Vinyl Chain-Link Fence and 12" Wide x 6" Thick Concrete Mow Strip *Big Alternate 1: 830z L.F. of "Olympus (Owall) Precast" or Approved Equal 15" x 18" Precast Concrete Post, 20" Post Cap & 8" Retaining/ 6" Non-Retaining Panel Wall. Exterior Finish (Both Sides) Shall be Masonry/ Stacked Stone Formed Finish upon Posts, Cap Edge & Wall Panels w/ Opaque Stain per Precast Manufacturer (Design Plans by Contractor)*
- 42 Future Pad Area to be Rough Graded & Stabilized w/ 2" Thick 1" Minus Crushed Rock (See Grading Plans)
- 43 Const. "Do Not Enter" Sign per MUTCD R5-1
- 44 Site/Building Construction Limits (Typ.)
- 45 Sawcut; Provide Smooth Clean Edge
- 46 Install Mirafix 500X (or Equal) Geotextile Fabric (5a/CS.7, 6a/CS.7, 7a/CS.7)
- 47 Broom Finish to Match Direction of Hatch by Alternating Sections Between Tooled Joints.
- 48 Const. 6" Bench (28/CS.7)
- 49 Const. Truncated Domes
- 50 Const. Stop Sign w/ Pedestrian Crossing Sign per MUTCD R1-1 with Opposing "Do Not Enter" Sign per MUTCD R5-1
- 51 Const. 32" Double Gate with Center Drop Pin & Lockable Latch

Key Map
Not to Scale

Designed by: TW
 Drafted by: AM
 Client Name:
 Smith's Food & Drug Store
 SMC272-SP

ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801.521.8529 - awhengineering.net

Site Plan
The Point
 217 North 2000 West
 West Point, Utah



07 May, 2015

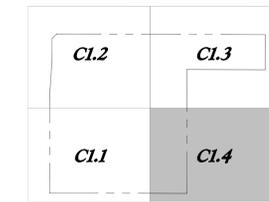
SHEET NO.
C1.3

Smith's
FOOD & DRUG STORES
 1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

#272
West Point, Utah

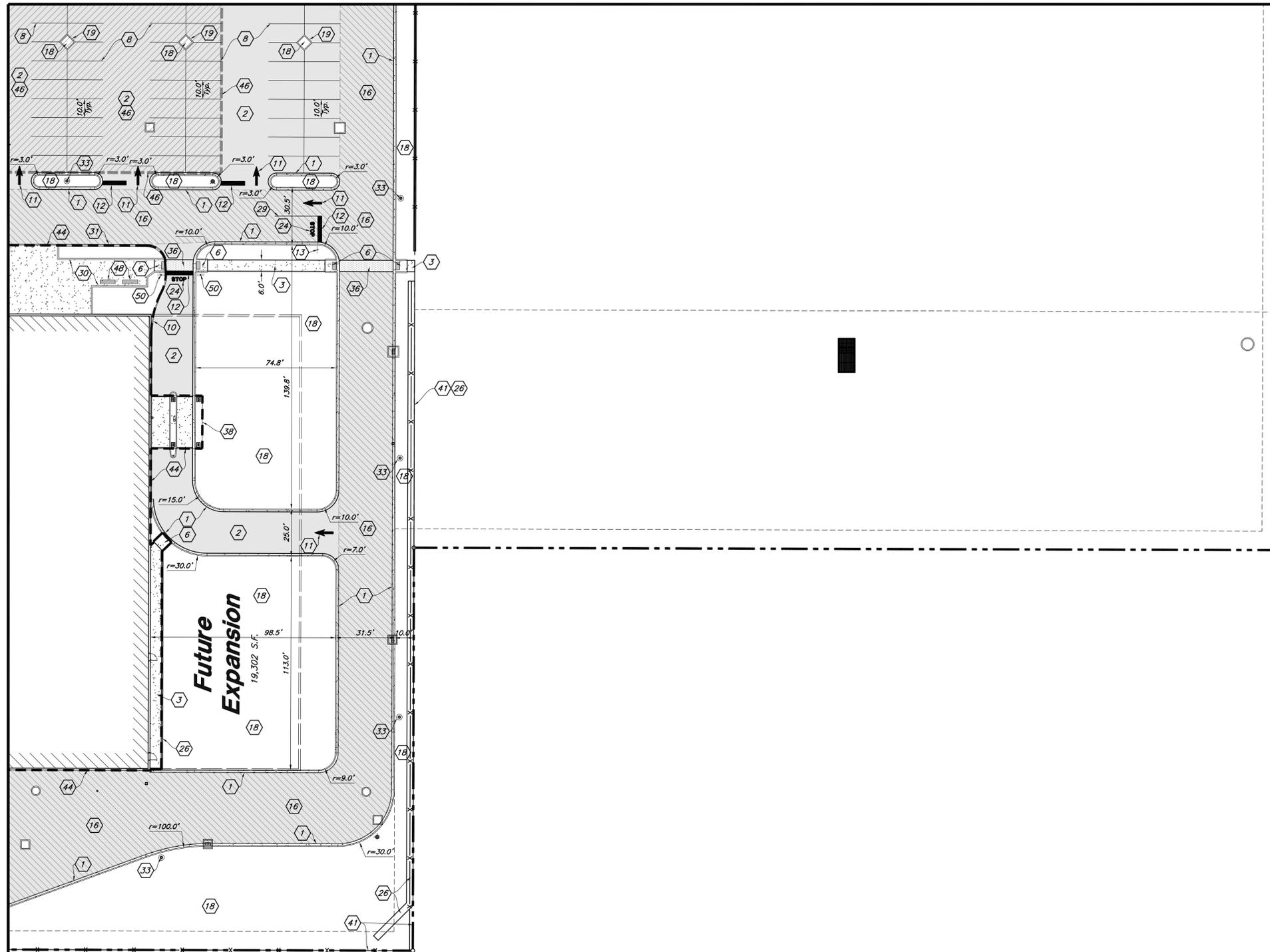


Scale: 1" = 30'



Key Map
Not to Scale

Match Line - See Sheet C1.3



Match Line - See Sheet C1.1

Site Construction Notes

- 1 Const. 18" Curb & Gutter (1/25.7)
- 2 Const. Standard Asphalt Paving (2/25.7)
- 3 Const. Conc. Sidewalk (Width Varies) (3/25.7)
- 4 Const. Thickened Edge Sidewalk (4/25.7)
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions) (5/25.7)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (6/25.7)
- 7 Const. ADA Accessible Sign with Bollard per MUTCD & ICC/ANSI A117.1 (Latest Editions) (7/25.7)
- 8 Const. 4" Yellow Paint Stripes, 2 Coats (Typ.) (8/25.7)
- 9 Const. Light Duty Conc. Paving; 5" Conc./6" Base Course (9/25.7)
- 10 Const. 6" Curb Wall (10/25.7)
- 11 Const. Directional Arrows per MUTCD (11/25.7)
- 12 Const. 24" White Stop Bar, 2 Coats (Typ.) (12/25.7)
- 13 Const. Stop Sign per MUTCD R1-1 (13/25.7)
- 14 Const. Stop Sign / Pedestrian Crossing Sign (14/25.7)
- 15 Conn. & Match Existing Improvements
- 16 Const. Heavy Duty Asphalt Paving (16/25.7)
- 17 Const. 4" Yellow Paint Stripes at 24" o.c., 2 Coats (Typ.) (17/25.7)
- 18 Landscaping - See Landscape Plan
- 19 Const. 6'x6' Diamond Planter (19/25.7)
- 20 Bollard (See Arch. Plans) (20/25.7)
- 21 Const. Concrete Wheel Stop (21/25.7)
- 22 Monument Sign (By Others)
- 23 Transformer (See Elect. Plans)
- 24 Paint White "STOP" per MUTCD
- 25 Const. Colored Conc. Paving - Davis Color "Tile Red," Medium Broom Finish Parallel w/ Drive Isle, Sawcut Control Joints. (25/25.7)
- 26 Const. "Redi-Rock" Gravity Retaining Wall System w/ Ledgerstone Face & Color or Approved Equal & Chain Link Fence Along Top as Shown (Design Plans by Contractor) (26/25.7)
- 27 Const. 5" Band w/ Colored Conc. - Davis Color "Tile Red," Medium Broom Finish Perpendicular w/ Drive Isle, Sawcut Control Joints. (27/25.7)
- 28 Const. Colored Conc. Paving - Davis Color "Tile Red," Medium Broom Finish Parallel to Drive Isle w/ Tooled Joints (28/25.7)
- 29 Const. 4" Solid Double Yellow Paint Stripes, 2 Coats (Typ.) (29/25.7)
- 30 8" Curb Wall Planter (See Arch. Plans) (30/25.7)
- 31 Const. 6" Curb Wall Flush w/ Paving (31/25.7)
- 32 Const. Colored Conc. Paving; Davis Color "Brick Red" Medium Broom Finish - Perpendicular to Drive Isle w/ Tooled Joints (32/25.7)
- 33 Const. Light Pole (See Elect. Plans)
- 34 Const. Modified Concrete Coffer (34/25.7)
- 35 Const. Dumpster Enclosure w/ 8" Thick Concrete Apron & Interior Pad upon 4" Compacted Base upon Prepared Subgrade (35/25.7)
- 36 Const. 6" Colored Concrete Crosswalk - Davis Color "Brick Red" Medium Broom Finish - Perpendicular to Drive Isle w/ Tooled Joints (36/25.7)
- 37 Bike Rack (See Arch. Plans)
- 38 Pharmacy Canopy & Coverage (See Arch. Plans)
- 39 Const. 4" White Paint Stripes, 2 Coats (Typ.) (39/25.7)
- 40 Taper Curb Wall Raised 6" w/ Paving
- 41 Const. 6' Commercial Black Vinyl Chain-Link Fence and 12" Wide x 6" Thick Concrete Mow Strip Bid Alternate 1: 830± L.F. of "Olympus (Owall) Precast" or Approved Equal 15" x 18" Precast Concrete Post, 20" Post Cap & 8" Retaining/6" Non-Retaining Panel Wall. Exterior Finish (Both Sides) Shall be Masonry/Stacked Stone Formed Finish upon Posts, Cap Edge & Wall Panels w/ Opaque Stain per Precast Manufacturer (Design Plans by Contractor) (41/25.7)
- 42 Future Pad Area to be Rough Graded & Stabilized w/ 2" Thick 1" Minus Crushed Rock (See Grading Plans)
- 43 Const. "Do Not Enter" Sign per MUTCD R5-1
- 44 Site/Building Construction Limits (Typ.)
- 45 Sawcut; Provide Smooth Clean Edge
- 46 Install Mirafi 500X (or Equal) Geotextile Fabric (46a/25.7, 46b/25.7, 46c/25.7)
- 47 Broom Finish to Match Direction of Hatch by Alternating Sections Between Tooled Joints.
- 48 Const. 6" Bench (48/25.7)
- 49 Const. Truncated Domes
- 50 Const. Stop Sign w/ Pedestrian Crossing Sign per MUTCD R1-1 with Opposing "Do Not Enter" Sign per MUTCD R5-1
- 51 Const. 32' Double Gate with Center Drop Pin & Lockable Latch

NO.	DATE	BY	CHK	APP	DESCRIPTION

Designed by: TW
 Drafted by: AM
 Client Name:
 Smith's Food & Drug Store
 SMC272-SP

AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801.521.8529 - AWengineering.net

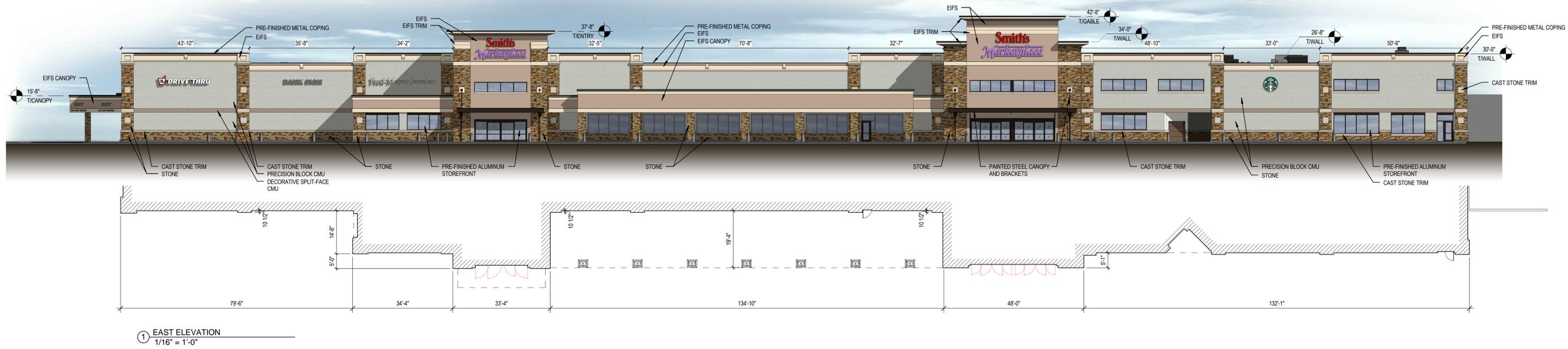
Site Plan
The Point
 217 North 2000 West
 West Point, Utah

PROFESSIONAL ENGINEER
 NO. 343860
 Troy Wolverton
 STATE OF UTAH
 MAY 11, 2015

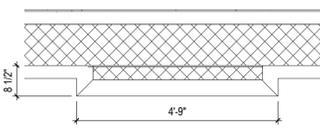
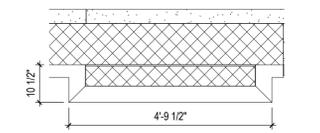
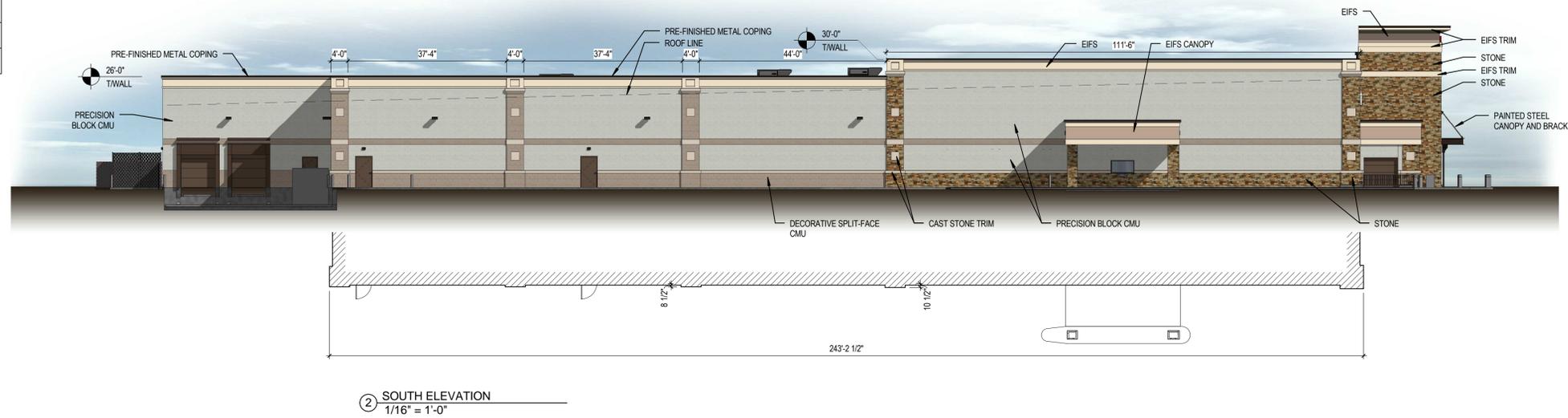
Smith's
FOOD & DRUG STORES
 1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

#272
West Point, Utah

07 May, 2015
 SHEET NO.
C1.4



SECTION 15.20.160(C) REQ. MASONRY (OUTSIDE PERIMETER X 4') = 6360 sq. ft.	
	PROVIDED
NORTH	1141.56 sq. ft.
WEST	76.69 sq. ft.
EAST	3256.39 sq. ft.
SOUTH	1086.23 sq. ft.
NORTH SIDE OF SECONDARY ENTRANCE	517.22 sq. ft.
SOUTH SIDE OF MAIN ENTRANCE	532.65 sq. ft.
TOTAL	6610.65 sq. ft.



December 1, 2014

Smith's Store SM272

West Point, UT
515505.01



MEMORANDUM

To: Troy Wolverton, AWA Engineering

From: Boyd Davis, P.E.

cc: West Point City Planning Commission

RE: West Point Commercial

Date Plans Received: May 11, 2015

Date Reviewed: May 12, 2015

I have completed a review of the final plan for the subject project and offer the following comments for your review:

1. Zoning
 - a. A beer license will be required.
 - b. The agricultural protection designation must be removed.
2. Site Plan
 - a. Signage: None submitted yet.
 - b. The plans do not include the street lights along 300 North and 2000 West.
 - c. The landscape plan looks good.
 - d. The site plan shows a chain link fence, but it may be replaced with a wall. Should a note be put on the plans to show this?
3. Building Pad
 - a. Our understanding is that only the Smith's pad and pad "A" are being approved now. The fuel center will be a separate approval.
 - b. Architecture (Smith's only): See the previous memo.
4. Plat
 - a. The legal description does not close. See the attached redlines.
 - b. The current ownership shows more than one owner. A signature line and acknowledgement must be provided for each owner.
 - c. Indicate who parcel A will be dedicated to.
 - d. Why is the ownership of the entrances split? Would an access easement work?
5. Streets
 - a. Please submit a copy of the traffic analysis.
 - b. Submit a copy of the UDOT approval letter.
 - c. Will there be a raised median on 300 North?

6. Water
 - a. Water shares will be required.
 - b. An access easement must be granted to the City for the water meters.
7. Sewer
 - a. Approval from the North Davis Sewer District is required.
 - b. An easement for the 300 North sewer line must be granted to the City.
 - c. Submit calculations to determine the pipe sizes.
 - d. Please indicate if grease traps or other pre-treatment facilities will be installed.
 - e. Consider placing a manhole at the 6" sewer lateral.
8. Storm Drain
 - a. A full SWPPP plan using the Division of Water Quality's template must be submitted.
 - b. Davis County approval required.
 - c. The 4" lines on 2000 West should connect to a storm drain
9. Secondary water
 - a. Approval from the Davis & Weber Counties Canal Co. is required.
 - b. Water shares will be required. The amount will be determined by D&W.
10. Irrigation
 - a. The replacement of the 18" irrigation pipe on 300 North is shown as an alternate bid item. If the alternate is not approved, then the pipe at the driveways must be replaced at a minimum.
 - b. Approval of the Clearfield Irrigation Co. is required.
11. Others
 - a. Please submit a copy of the geotechnical report.

RESOLUTION NO. 06-02-2015B

**A RESOLUTION REMOVING 2.3 ACRES OF PROPERTY FROM THE
AGRICULTURAL PROTECTION AREA**

WHEREAS, West Point City, A Municipal Corporation, hereinafter referred to as the “City,” is a public body of the State of Utah; and,

WHEREAS, the City is governed by a Mayor and city Council duly elected according to law; and,

WHEREAS, the City Council, in an effort to preserve and protect agricultural activities on certain properties within West Point City, did pass resolution 05-02-2000, approving the establishment of an agricultural protection area; and,

WHEREAS, _____, the current owner(s) of 2.3 acres of property shown as Exhibit A, attached to a made a part of this resolution, which falls within this agricultural protection area, has petitioned the Council to remove his/her/their property from this agricultural protection area; and,

WHEREAS, the Council now finds it appropriate to remove said property in order to accommodate the non-agricultural development of this property;

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

Section 1

The Mayor and City Council, as duly elected officials of West Point City, do hereby by resolution remove 2.3 acres, more particularly described as follows, from Agricultural Protection.

Legal Description:

A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point located 891.00 feet North 89°56’51” West along the Section Line from the Northeast Corner of said Section 4; and running thence South 0°09’35” West 841.27 feet; thence North 89°50’25” West 120.00 feet; thence North 0°09’35” East 841.05 feet to the Section Line; thence South 89°56’51” East 120.00 feet along said Section Line to the point of beginning.

Contains 100,939 sq. ft.
or 2.317 acres

Section 2

The remaining agricultural protection area shall stay in effect excepting the area described above.

The legal description of the agricultural protection area shall be as originally described minus the legal description under section one of this resolution.

Section 3

This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of June, 2015.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Misty Rogers, City Recorder



Resolution No. 06-02-2015C

RESOLUTION OF WEST POINT CITY AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 300 NORTH AND 2000 WEST

WHEREAS the West Point Community Redevelopment and Renewal Agency (the “Agency”) has been created by the West Point City Council (the “City”) to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Development and Renewal Agencies” (the “Act”); and

WHEREAS, under the authority granted by, among other things, Section 17C-1-202(1)(d) of the Act, the Agency desires to enter into a Development Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, with Wright Development and Smiths Corporation, relating to the development of certain real property located within the adopted 300 North Community Development Project Area as more particularly specified in the Agreement; and

WHEREAS, the Development Agreement requires West Point City to sign the Agreement as it relates to the requirement of approving Section 15 of the agreement entitled “City Code Modifications”

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF WEST POINT CITY:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Mayor is authorized and directed to execute the same, after the Agreement has been signed and approved by all other parties to the Agreement.
2. The City approval is only for the requirements outlined in Section 15 of the Agreement, as it relates to City Code Requirements, and the City has no other obligation or responsibilities for any other obligations, or requirements outlined in the Agreement.
3. This resolution takes effect upon adoption.

APPROVED AND ADOPTED on June 2, 2015.

Mayor

ATTEST:

City Recorder

Exhibit A
Form of Agreement

COMMUNITY DEVELOPMENT AGREEMENT

THIS COMMUNITY DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of the _____ day of _____, 2015, by and among SMITH’S FOOD & DRUG CENTERS, INC., an Ohio corporation (“**Smith’s**”), WRIGHT DEVELOPMENT GROUP, INC., a Utah corporation (“**Developer**”), the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT CITY, a political subdivision of the State of Utah (the “**Agency**”) and, solely with respect to Section 15 *below* and nothing else, WEST POINT CITY, a political subdivision of the State of Utah (the “**City**”).

WHEREAS Developer, or its affiliates¹, owns certain real property located in West Point City, Utah (the “**Developer Property**”) as more particularly described on attached Exhibit “A” and depicted on the site plan attached hereto as Exhibit “C” (the “**Site Plan**”); and

WHEREAS Smith’s owns, or is under contract to purchase from Developer, certain real property located in West Point City, Utah as more particularly described on attached Exhibit “B” and depicted on the Site Plan (the “**Smith’s Property**”); and

WHEREAS Developer and Smith’s intend to develop the Smith’s Property and the Developer Property into a retail shopping center (the “**Shopping Center**”) and have entered, or will enter, into separate development agreement(s) with respect to their respective rights and obligations vis-à-vis each other (the “**Shopping Center Development Agreement**”); and

WHEREAS the Shopping Center is located within the boundaries of a community development project area created by the Agency and known as the 300 North Community Development Project Area (the “**Project Area**”), and in connection with the creation of the Project Area the Agency has entered into various Interlocal Cooperation Agreements with some of the taxing entities within the Project Area (the “**Interlocal Agreements**”) which Interlocal Agreements provide for the Agency to receive a portion of the “**Tax Increment**” (as defined by Utah Code Ann. § 17C-1-102(47)) from the Project Area for a specified period of time, all as more particularly described in the respective Interlocal Agreements; and

WHEREAS, the Agency believes that the development of the Shopping Center is in the vital and best interests of both the Agency and West Point City and in the best interest of the health, safety and welfare of West Point City residents, and in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and is being assisted by the Agency, and the Developer has presented to the Agency sufficient information, including development plans and alternatives, and a projected financing pro forma, showing justification for the Agency’s participation in the development of the Shopping Center; and

WHEREAS Developer, Smith’s and the Agency desire to enter into this Agreement to set forth the parties’ obligations with regard to development of the Shopping Center.

¹ The term “affiliate” means any entity that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such the Developer. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, whether through the ownership of voting securities, by contract or otherwise.

NOW THEREFORE, in consideration of the covenants and mutual obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Development. The Shopping Center shall be developed as a uniform and harmonious development substantially in accordance with the Site Plan and as more specifically provided in this Agreement and the Shopping Center Development Agreement.

(a) Smith's Obligations. Smith's shall be responsible for the following:

i. Installation of gravel along 2000 West Street.

ii. Rough grading of the Smith's Property and the portion of the Developer Property to be used for commercial purposes (the "**Commercial Development Property**"). Developer shall reimburse Smith's for Developer's Pro Rata Share (as defined in the Shopping Center Development Agreement) of such costs.

iii. Completion of driveways from adjacent streets serving the Shopping Center. Developer shall reimburse Smith's for Developer's Pro Rata Share (as defined in the Shopping Center Development Agreement) of such costs.

iv. Notwithstanding anything else in this Agreement to the contrary, as a condition precedent to each and all of the Agency's obligations to Smith's under this Agreement, Smith's shall:

(1) Commence construction, subject to the City granting all necessary approvals for the same, of a new grocery retail store, with a minimum of at least 124,000 square feet of retail floor space (the "**Store**"), on the Smith's Property on or before July 1, 2015; and

(2) Substantially complete construction of the Store, as evidenced by obtaining a temporary certificate of occupancy for the Store, on or before July 1, 2016; provided, that, the foregoing date shall be extended automatically for any delays by the City and/or Agency in granting necessary approvals and/or any force majeure event (as defined below) by the number of days that such condition exists or such greater time as may be agreed to by Smith's and the Agency.

v. Subject to Smith's' legal right to protest or appeal as provided by applicable law, payment of all ad valorem and real estate taxes, levies and assessments on the Smith's Property; Smith's acknowledges that any failure of Smith's to pay any such taxes shall result in the Agency receiving less Tax Increment.

vi. If there is ever, at any time and for any reason, insufficient Available Tax Increment (as defined in Section 2 *below*) for the Agency to timely make a debt service payment on the bonds issued under Section 1(f) *below*, then Smith's shall, shall be responsible for paying any such deficiency of the debt service payment that the Available Tax Increment is not able to cover to the Agency.

(b) Developer's Obligations. Developer shall be responsible for the following:

i. Construction of a detention basin on the area shown on the Site Plan (the "**Detention Basin**"). Developer shall have the right, at its sole discretion, cost and expense, to relocate the Detention Basin to another portion of the Developer Property provided such relocation does not unreasonably interfere with access to the Smith's Property or reduce the designated detention volume. Developer shall grant Smith's a non-exclusive easement for storm water drainage into the Detention Basin. Smith's shall reimburse Developer for Smith's Pro Rata Share (as defined in the Shopping Center Development Agreement) of the costs of constructing the Detention Basin and associated land costs. Developer shall pay any costs of re-locating the Detention Basin, if any.

ii. Landscaping of the Detention Basin. Smith's shall reimburse Developer for Smith's Pro Rata Share (as defined in the Shopping Center Development Agreement) of landscaping costs related to the Detention Basin.

iii. Construction of an 8 foot wall and landscape buffer of fifteen feet (15') between the commercial portion of the Developer Property (the "**Commercial Development Property Pad F**") and the existing residential property immediately south of the Development Pad F Property (the "**Residential Property**") as shown on the Site Plan. The wall height shall be measured from the Residential Property side. Notwithstanding the foregoing, Developer shall construct the wall between the Commercial Development Property Pad F and the Residential Property at the time the Commercial Property is fully developed and, if and only if, the residential use exists to the south of the Commercial Development Property Pad F. The Agency agrees no such wall shall be required if residential occupancy does not exist on the Residential Property at the time of Commercial Development Property Pad F final pad approval.

iv. Dedicating any portion of the 300 North Right of Way as shown on Exhibit "E."

v. Dedicating and/or otherwise selling or transferring (as agreed to among Developer, City and, if applicable UDOT) any portion of the 2000 West Right of Way as shown on Exhibit "F."

vi. Notwithstanding anything else in this Agreement to the contrary, as a condition precedent to each and all of the Agency's obligations to pay any Available Tax Increment (as defined in Section 2 *below*) to the Developer under this Agreement, Developer shall:

(1) Develop and substantially complete construction (as evidenced by the issuance of a temporary certificate, or certificates, of occupancy) of either: (x) buildings having an aggregate tax assessed value (when combined with the underlying land and improvements) of at least \$5,521,201; or (y) at least 34,164 square foot of retail floor space on the Developer Property, on or before July 1, 2019; provided, that, the foregoing date shall be extended automatically for any delays by the City and/or Agency in granting necessary approvals and/or any force

majeure event (as defined below) by the number of days that such condition exists, or such greater time as may be agreed to by Developer and the Agency.

(2) For each discrete phase of development on the Developer Property, the Developer shall submit to the Agency's governing body preliminary development plans (including, by way of example and without limitation, the subdivision plat, the proposed layout of all improvements, exterior elevations for all improvements, proposed interior finish lists for all improvements, and an estimated timeline for development and construction of the Phase, which estimated timeline will be solely for informational purposes and will create no additional commitments or obligations of Developer), and the Agency's governing body shall have the right to provide comments and input on such preliminary development plans in order to reasonably ascertain that the development will achieve the necessary tax assessed value set forth above;

(3) All development on the Developer Property must meet all planning and design requirements reasonably imposed by the City from time to time and the Agency may request additional requirements as the Agency reviews preliminary development plans in connection with each discrete phase if the Agency reasonably believes the applicable phase of the development will not achieve the necessary tax assessed value as set forth above;

(4) All development on the Developer Property must conform to and meet, and the Developer must comply with, with all applicable requirements of the City relating to the development of the Developer Property, including the payment of fees, the approval of site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City, and the Developer agrees to not challenge, contest or bring judicial action seeking to avoid any such fees, ordinances, resolutions, policies and procedures;

(5) The Developer shall have the sole responsibility to obtain all necessary permits and approvals relating to any development and/or construction upon any and all portions of the Developer Property;

(6) Developer, or its successors and/or assigns, shall pay, directly to the City, all impact fees for development on Pads B, C and E of the Developer Property, subject to potential reimbursement from the Agency from Available Tax Increment as described in subsection (e) *below*; and

vii. Subject to the Developer's legal right to protest or appeal as provided by applicable law, payment of all ad valorem and real estate taxes, levies and assessments on the Developer Property; Developer acknowledges that any failure of the Developer to pay any such taxes shall result in the Agency receiving less Tax Increment.

(c) Agency's Utility Line Obligations. The Agency shall use its best efforts to cause the relocation of all existing power, communications, and fiber optic utility lines to the area depicted on the Site Plan as "**Utility Lines**". Additionally, the Agency shall use its best efforts to

enter into an Interlocal Cooperation Agreement with the City, under which the City shall agree to also to use its best efforts, through its various franchise agreements, to cause the relocation of the Utility Lines. If there are any costs relating to the relocation of such Utility Lines then Smith's and the Developer shall be responsible for paying those costs in the proportions and in the manner set forth in the Shopping Center Development Agreement. The Agency and City shall not be responsible for any costs relating to the relocation of the Utility Lines.

(d) Agency to Pay Certain Development Fees/Costs for the Store. The Agency hereby agrees to pay, or otherwise make arrangement with the City for the Agency's payment of, all of Smith's impact fees and building permit fees charged by the City in connection with the development and construction of the Store. Additionally, the Agency hereby agrees to pay, or otherwise make arrangement for the Agency's payment of, culinary water share fees in connection with the Store in the amount of \$17,500.00. For purposes of clarification, the Agency will not pay (or otherwise make arrangement for payment of) any impact or development fees imposed by any other governmental entities (other than the City) including, without limitation, fees imposed by the North Davis Fire District or the North Davis Sewer District; Smith's will pay all development and impact fees imposed by any entity other than the City.

(e) Agency to Pay Certain Costs of Developer. Subject to and conditional upon the Agency actually receiving sufficient Tax Increment from the Project Area, and subject to Section 2 below regarding the priority of payment of such Tax Increment, the Agency hereby agrees to (x) pay, or otherwise make arrangement with the City for the Agency's payment of, all of the Developer's impact fees relating to development on Pads A, D and F- of the Developer Property, and (y) to the extent there is sufficient Available Tax Increment as provided under Section 2 below, reimburse (as and when such Available Tax Increment can be used) the Developer for impact fees paid for development on Pads B, C and E of the Developer Property. Additionally, the Agency hereby agrees to pay, or otherwise make arrangement for the Agency's payment of, a payment to the Developer in exchange for the Developer's dedication of 300 North to the City, in the amount of \$87,141.00.

(f) Agency to Issue Bonds. The Developer and Smith's have indicated, and the Agency has determined, that without public participation, including the issuance of bonds to pay for certain initial development fees and costs as described in more detail below, the cost to develop and construct the desired improvements on the Shopping Center creates a significant barrier to attracting private capital and investment in the Project Area. Accordingly, the Agency shall issue bonds in the amount of \$1,107,000.00 (plus usual and customary costs of issuance) to pay for certain improvement costs relating to the Shopping Center. From the bond proceeds, the Agency will, within fifteen (15) days after Smith's obtains a temporary certificate of occupancy for the Store, pay cash to Smith's in the total amount of \$1,107,000.00 in order to reimburse Smith's for costs actually incurred as follows: Off-site Improvements in the amount of \$512,000.00; Offsite Sewer Reimbursement in the amount of \$145,000.00.00; and Import, Place & Compact Fill in the amount of \$450,000.00.

2. Priorities for Use of Tax Increment. Notwithstanding anything else in this Agreement to the contrary, this Section 2 shall govern the priority and payment of tax increment generated from the Project Area and actually received by the Agency under the Interlocal Agreements (the "**Available Tax Increment**") and allocated for use under the "Development" portion of the Project Area Budget. The Agency shall apply the Available Tax Increment according to the following rules of priority:

~~2.~~

(a) First, the Agency shall make all debt service payments on the bonds issued under Section 1(f) *above*;

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~~(b) Second, the Agency shall use any remaining Available Tax Increment (if any) to repay the City for any loan(s) made by West Point City to the Agency in connection with the creation or administration of the Project Area;~~

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~~(b)(c) SecondThird,~~ the Agency shall use any remaining Available Tax Increment (if any) to pay the City for any unpaid impact or permit fees in connection with the development and construction of the Store;

~~(e)(d) ThirdFourth,~~ the Agency shall use any remaining Available Tax Increment (if any) to pay the Developer for the dedication of 300 North to the City;

~~(d) Fifth,~~ the Agency shall use any remaining Available Tax Increment (if any) to the Developer (in the case of reimbursement for impact fees paid on Pads B, C and E) and/or the City (in the case of reimbursement for waived impact fees on Pads A, D and F), *pari passu*, under Section 1(e) *above*; and

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~~(e) Fifth, the Agency may, in its sole discretion, use up to five percent (5%) of the total Available Tax Increment to pay the administrative costs of the Agency;~~

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~~(f) Sixth, the Agency shall use any remaining Available Tax Increment (if any) to repay the City for any loan(s) made by West Point City to the Agency in connection with the creation or administration of the Project Area; and~~

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~~(g)(f) Finally,~~ the Agency may, in its sole discretion, use any and all remaining Available Tax Increment for any other legal purpose.

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3. Agency Authority. The Developer and Smith's each acknowledge that:

(a) The Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from West Point City, for the purpose of, among other things, promoting the urban renewal, economic development and community development in the City;

(b) ~~The City is not a party to this Agreement~~ The City does not and will not have any duties, liabilities or obligations under this Agreement, except as expressly set forth in Section 15 *below*;

(c) The Agency has no independent taxing power, and therefore the Agency's sole source of revenue, relative to this Agreement, is the Available Tax Increment (defined in Section 2 *above*) as provided under Utah law pursuant to the Interlocal Agreements;

(d) If Utah law is amended or superseded by new law so as to reduce or eliminate the amount of Available Tax Increment, the Agency's obligation to pay any funds to the Developer and/or Smith's shall be accordingly reduced or eliminated, and in

such event the obligations of Developer and Smith's under this Agreement shall likewise be eliminated; and

(e) Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment, or make payments from Available Tax Increment as provided in this Agreement, or takes any other action which eliminates or reduces the amount of Available Tax Increment, the Agency's payment obligations under this Agreement shall be accordingly reduced or eliminated, and in such event the obligations of Developer and Smith's under this Agreement shall likewise be eliminated.

4. Restriction on Parcel Splitting. Neither Smith's nor the Developer shall, without the prior written approval of the Agency: (a) record a subdivision or convey the Shopping Center, or a portion of the Shopping Center, in such a way that a lot or parcel of real property would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property; or (b) construct or allow to be constructed any building or structure in such a way that the building or structure would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property. The purpose and intent of this prohibition is to avoid the splitting of any parcels of real property within the Project Area or the joining of any parcels of real property within the Project Area with those outside the Project Area, or construction of buildings, in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area for purposes of calculating tax increment payable to the Agency from the Project Area.

5. Restriction on Permanent Closure of the Store. Smith's shall not, without the prior written approval of the Agency, permanently close the Store until the bonds described in Section 1(f) *above* have been repaid in full. If Smith's violates the provisions of this Section 5 then the Agency shall have no further obligation to pay any Available Tax Increment to Smith's for any reason, and Smith's shall not be released of any of its duties, agreements, obligations, liabilities, or responsibilities in this Agreement.

6. No Disconnection/Deannexation. The Developer and Smith's each agree that they each will not cooperate with any person, group, or municipality in any effort to remove, deannex or disconnect the Shopping Center or any portion thereof from the municipal boundaries of West Point City, and that they will each use commercially reasonable efforts to resist any efforts to remove, deannex or disconnect the Shopping Center in whole or in part from West Point City. In the event the Shopping Center is wholly or partially disconnected from the municipal boundaries of West Point City, the Agency's right to receive tax increment from or attributable to the Shopping Center may cease, in which case each and all of the Agency's payment obligations to the Developer and/or Smith's shall immediately and automatically cease and terminate.

7. Force Majeure. The parties shall be excused from performing any obligation or undertaking provided in this Agreement in the event, but only so long as, the performance of any such obligation or undertaking is prevented or delayed, retarded, or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labor unions, laws hereafter enacted, orders of governmental or civil or military or naval authorities, government action or inaction where action is required, court orders or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of

either party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

8. Effective Date. This Agreement shall be effective as of the date first set forth above.

9. Termination. This Agreement shall terminate upon the satisfaction of all obligations of the parties set forth in Section 1 *above*. If requested by any of the parties, the parties shall execute and record a Termination of Development Agreement.

10. Assignments. No party shall assign this Agreement, its rights or obligations hereunder without the prior written approval of all of the other parties. The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the parties hereto.

11. Notices. All notices or other communications required or permitted to given under this Agreement shall be given by: (a) personal service, (b) certified mail, return receipt requested, or (c) nationally recognized express delivery service, addressed as follows:

Developer: WRIGHT DEVELOPMENT GROUP, INC.
1178 Legacy Crossing Boulevard, Suite 100
Centerville, Utah 84014
Attention: Gary M. Wright
Telephone No. 801-773-7339
E-Mail: gary@wrightdevelopmentgroup.net

With a copy to:

Justin Atwater
1178 Legacy Crossing Boulevard, Suite 100
Centerville, Utah 84014
E-Mail: Justin@wrightdevelopmentgroup.net

Smith's: SMITH'S FOOD & DRUG CENTERS, INC.
1550 South Redwood Road
Salt Lake City, UT 84104
Attn: Director of Real Estate Legal Services
Telephone No.: (801) 974-1400
E-Mail: _____

City: COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF WEST POINT CITY
3200 West 300 North
West Point, UT 84015
Attention: Executive Director
Telephone No. (801) 776-0970

With a copy to:

WEST POINT CITY

Attn: City Attorney
3200 West 300 North
West Point, UT 84015
Telephone No. (801) 776-0970

Notices are effective upon the earlier of actual receipt or three days after deposit in the mail by the sender. The addresses set forth above may be changed at any time upon notice given in accordance with the provisions of this Section 11.

12. Reciprocal Indemnification. The Agency, Smith's and the Developer will each indemnify, defend and hold harmless each of the others, and their respective directors, officers, employees, agents, consultants and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the Agency, Smith's and/or the Developer, they shall be borne by each party in proportion to each party's contribution to the claim, loss, damage or expense.

13. Default. If any party fails to perform or delays performance of any term or provision of this Agreement, such conduct shall constitute an Event of Default hereunder. An Event of Default shall also occur if, without the prior written consent of one party, the other parties: (1) makes an assignment for the benefit of creditors other than an assignment in connection with financing; (2) files a voluntary petition in bankruptcy; (3) is adjudicated bankrupt or insolvent; (4) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in, or is subject to the appointment of a trustee, receiver, or liquidator.

14. Remedies. Upon the occurrence or existence of an Event of Default, any non-defaulting party may give written notice of the default (a "Default Notice") to the party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it operate as a waiver of any rights or remedies of any non-defaulting party; but the non-defaulting party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by any party in asserting any right or remedy hereunder shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. A non-defaulting party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto. Upon the occurrence or existence of an Event of Default and following the expiration of the thirty (30) day cure period, each non-defaulting party shall have all rights and remedies against the defaulting party as may be available at law or in equity to cure, correct, or remedy any default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

15. City Code Modifications. The parties acknowledge and agree that, notwithstanding anything set forth in the Agency Municipal Code or otherwise, the Code modifications listed on Exhibit “D” are approved and applicable to the Shopping Center and related development activities in all respects. In the event of a conflict between the Agency Municipal Code and this Agreement (including Exhibit D), the provisions of this Agreement (including Exhibit D) shall control. The City has executed this Agreement solely for the purpose of agreeing to this Section 15, and nothing else. The Agency shall have no obligations of any kind under this Section 15.

16. Miscellaneous.

(a) Waiver of Jury Trial; Attorney Fees. All disputes or claims arising under this Agreement shall be mediated by a mediator to be agreed upon by the parties. If after good faith efforts by the parties mediation is unsuccessful in resolving the dispute(s), then any remaining controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by bench trial in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover all costs, including reasonable attorneys’ fees, incurred in enforcing the terms of this Agreement. The parties hereby waive their right to a jury trial of any disputes or claims arising under this Agreement.

(b) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties hereto.

(c) Modification. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of the parties.

(d) Severability. Invalidation of any of the covenants, conditions, restrictions or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, or the application thereof to any other person or entity and the same shall remain in full force and effect.

(e) Recordation. This Agreement shall not be recorded without the prior written consent of the parties hereto.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Utah.

(g) Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be construed to create any third party beneficiary right in any person not a party hereto.

(h) Time. Time is of the essence of this Agreement.

(i) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute a duplicate original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

(Signature Page Follows)

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

By: _____
Its: _____

WRIGHT DEVELOPMENT GROUP, INC.
a Utah corporation

By: _____
Its: _____

REDEVELOPMENT AGENCY OF WEST POINT
CITY, a political subdivision of the State of Utah

By: _____
Its: _____

WEST POINT CITY*
a political subdivision of the State of Utah

By: _____
Its: _____

***Solely with respect to Section 15 of this Agreement (regarding City Code Modifications), and nothing else.**

EXHIBIT “A”
Legal Description – Developer Property

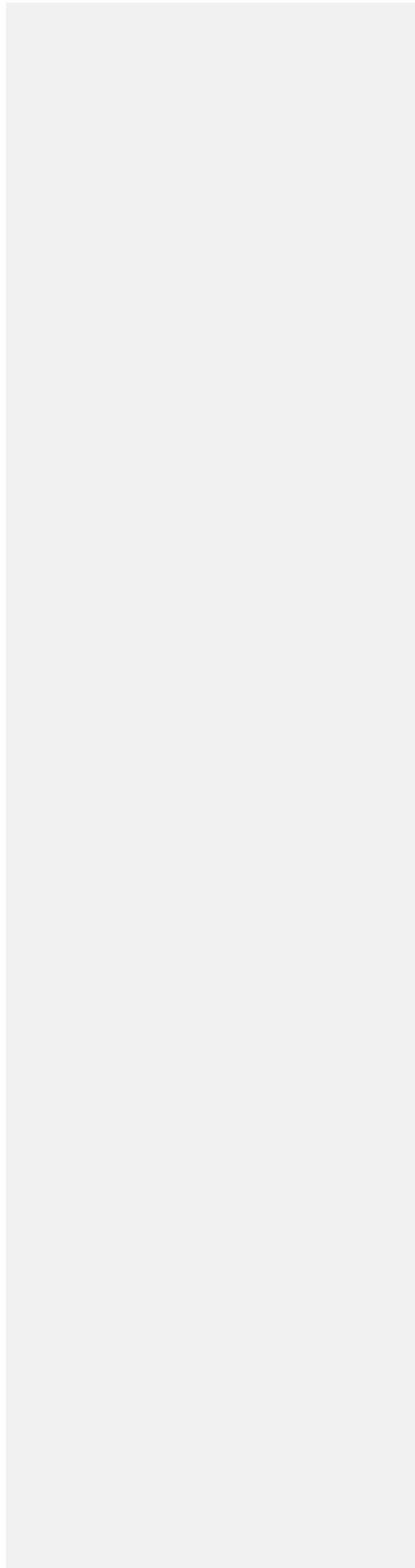
The Point
Developer Parcels

May 12, 2015

All of future Lots 2, 4, 5, 6, 7 and 8 of the forthcoming The Point, a subdivision in West Point, Davis County, Utah.

Contains 493,851 sq. ft.
or 11.337 acres

EXHIBIT “B”
Legal Description – Smith’s Property



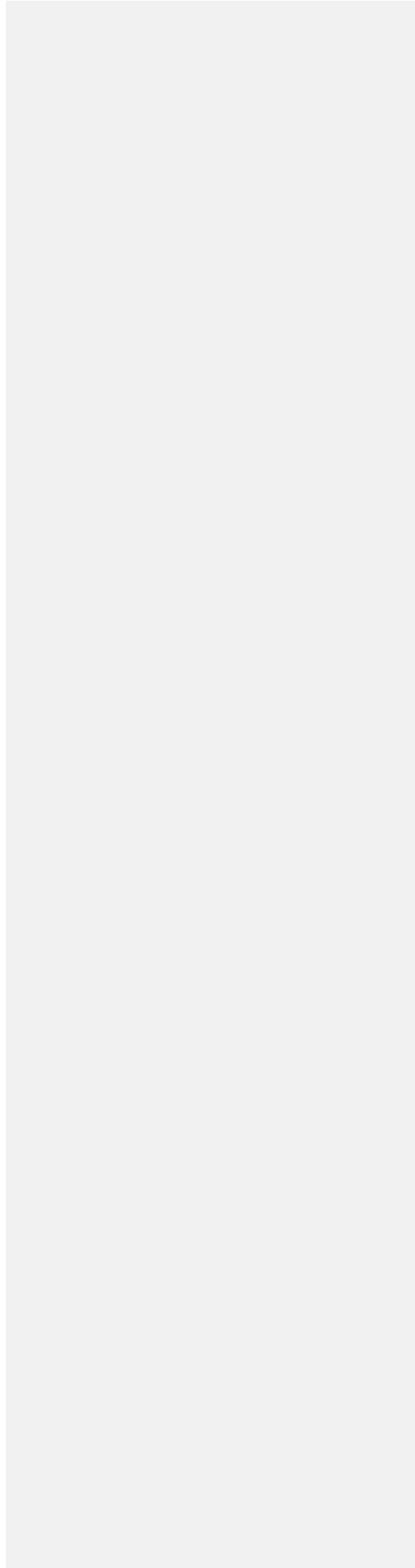
The Point
Smith's Parcels

May 12, 2015

All of future Lots 1 and 3 of the forthcoming The Point, a subdivision in West Point,
Davis County, Utah.

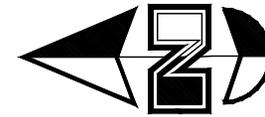
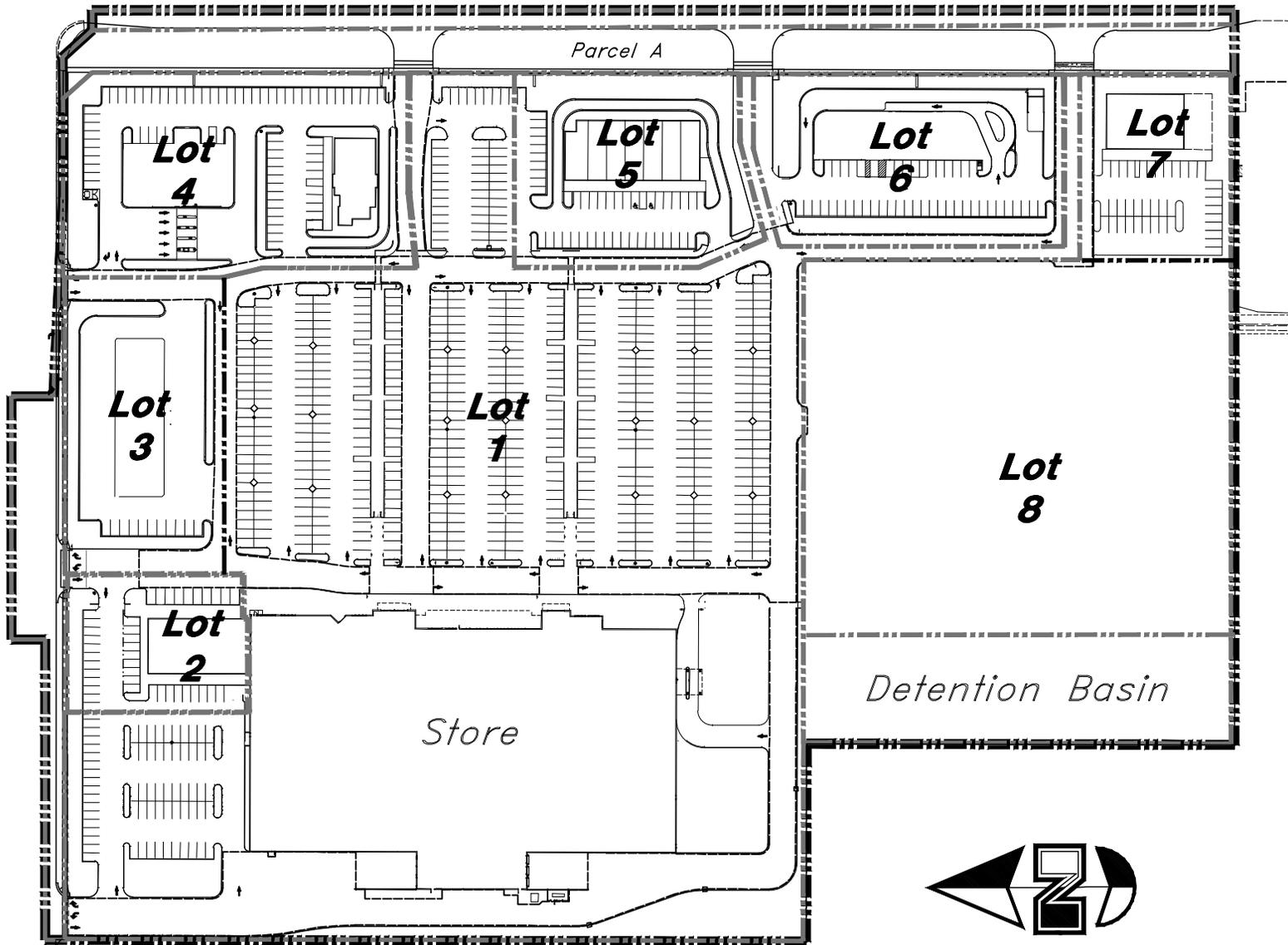
Contains 581,416 sq. ft.
or 13.347 acres

EXHIBIT “C”
Site Plan



2000 West Street (SR108)

300 North Street (SR107)



(Not to Scale)

Designed By: CE
 Drafted By: CE
 Client Name: Smith's
 The Point
 May 21, 2015

Sheet No.
Exhibit C

The Point
 Site Plan - Lots 1, 2, 3, 4,
 5, 6, 7 & 8

AWA
 ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWaengineering.net

EXHIBIT “D”
West Point City Municipal Code Modifications

Title 15

15.20.040 Roadway Improvements.

A. The developer shall place curb, gutter and sidewalk at the proper location as determined by the City engineer and the Utah Department of Transportation along the frontage of the property for the 300 North (SR107) minimum road right-of-way half width of 33 feet. Right turn lane dedications and other roadway improvements required for access approval by the Utah Department of Transportation shall be provided in addition to this minimum width.

Developer shall cause to dedicate, sell, or otherwise transfer (as agreed to by Developer and the applicable recipient) to the Utah State Roadway Commission and/or the Utah Department of Transportation, as applicable 33 feet of the Developer Property located consisting of the existing right of way easement adjacent to 2000 West (SR108) as measured from the existing Section Line in accordance with the published right-of-way acquisition process. In addition, if additional right-of-way is necessary for the future widening of 2000 West (SR108), Developer shall sell such additional land to the Utah State Roadway Commission and/or the Utah Department of Transportation, as applicable, in accordance with the published right-of-way acquisition process.

15.20.120 Landscaping

A. The developer shall landscape not less than 15 percent of the overall site including all required front, side and rear yards. Individual pad approvals may be authorized for construction resulting in phased periods when overall landscaped area is less than 15 percent. The minimum project landscape requirement shall be completed prior to occupancy of the last developed pad, or as soon as possible thereafter as weather permits. The developer must provide an acceptable method of watering all plant materials, in accordance with an approved landscape plan. Such landscaping shall use plant materials appropriate for this area and emphasize trees and other larger ornamental plants.

B. The landscaping shall be completed within each individual parcel, lot or pad before occupancy, or as soon thereafter as weather permits. If landscaping is not completed before occupancy, the developer shall provide the required guarantee of improvements to guarantee completion of the landscaping.

C. Landscaping shall be installed in all park strips to the same standard as on-site landscaping as well as a minimum of one tree every 50 feet of frontage.

D. Parking Lot Landscaping

1. Curbed planters with two-inch or larger shade trees and grass, shrubs or rock mulch ground cover shall be installed at the ends of parking rows. Planters shall be at least five feet wide.

2. For every 10 double row parking spaces, 20 spaces total, there shall be a tree diamond. Tree diamonds with one 2-inch or larger caliper shade tree, irrigation and rock mulch ground cover shall be installed within parking areas. Diamonds shall be a minimum 6 foot inside dimension.

3. For every 5 single row parking spaces, landscape areas immediately fronting the parking stalls shall provide one minimum two-inch caliper trees planted with grass, shrubs and rock mulch ground covers.

4. Minimum five-foot landscaped planters shall be provided around building foundations except at building entrances, drive-up windows and loading and utility areas.

5. All landscaped areas adjacent to parking areas shall be curbed.

E. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of the site plan approval.

F. Exceptions to the minimum landscaping standards may be granted by the planning commission during the standard approval process.

15.20.160 Architectural standards.

The following exterior materials and architectural standards are required for the Shopping Center.

A. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with site plan review. In projects containing multiple buildings, a design layout containing architectural theme, features, exterior materials and colors governing the entire project shall be submitted.

B. Masonry materials, either brick, stone, stucco or a combination thereof, will be required on the exterior of all buildings within the development. The minimum area of masonry required will be determined by multiplying the outside perimeter of the building by four feet. The masonry used can be as a wainscot around the periphery of the building or a higher percentage at the main entrance(s). Corner lots and lots fronting/facing 2000 West (SR108) and 300 North (SR107) shall provide masonry or stucco materials on the front and sides of the building facing the street(s).

C. Articulation and Windows. All street facing facades shall meet the following minimum standards for articulation, as illustrated in Figure 15.20.160-1. For purposes of this section "articulation" shall mean the emphasis of elements on the face of a wall including a change in setback, materials, roof pitch or height.

1. Horizontal Articulation. No plane of the building wall shall extend for a horizontal distance greater than two times the height of the wall without having an off-set of at least three percent of the wall's height, and that new wall plane shall extend for a distance equal to at least five percent of the maximum length of the first plane.

2. Vertical Articulation. No wall shall extend for a horizontal distance greater than two times the height of the wall without changing height by a minimum of 12 percent of the wall's height. Where allowed, a pitched roof may be considered as vertical articulation. For building walls greater than 400 feet in length, walls may not extend for a distance greater than three times the height of the wall without changing height by a minimum of 15 percent of the wall's height.

3. All building facades that face public streets shall have windows along at least 25 percent of their horizontal length. If 25 percent actual windows is not feasible because of the nature of the

use of the building facade, then the remainder of such walls shall include false windows or landscaped green screens. False windows shall consist of either glazing or pattern, and defined by frames, sills, and lintels, or similarly proportioned features. Landscape green screens shall consist of materials consistent with architectural themes, coated or other specific non-corrosive materials, and specified landscape plantings as approved by the planning commission.

F. The exterior walls of all commercial and industrial buildings shall be properly maintained by the owners.

G. Alternative materials and a variation in the required horizontal articulation, vertical articulation, windows, either real or false, and percentage of masonry product may be approved by the planning commission if it can be shown that the finished product shall be improved with the variations.

B.

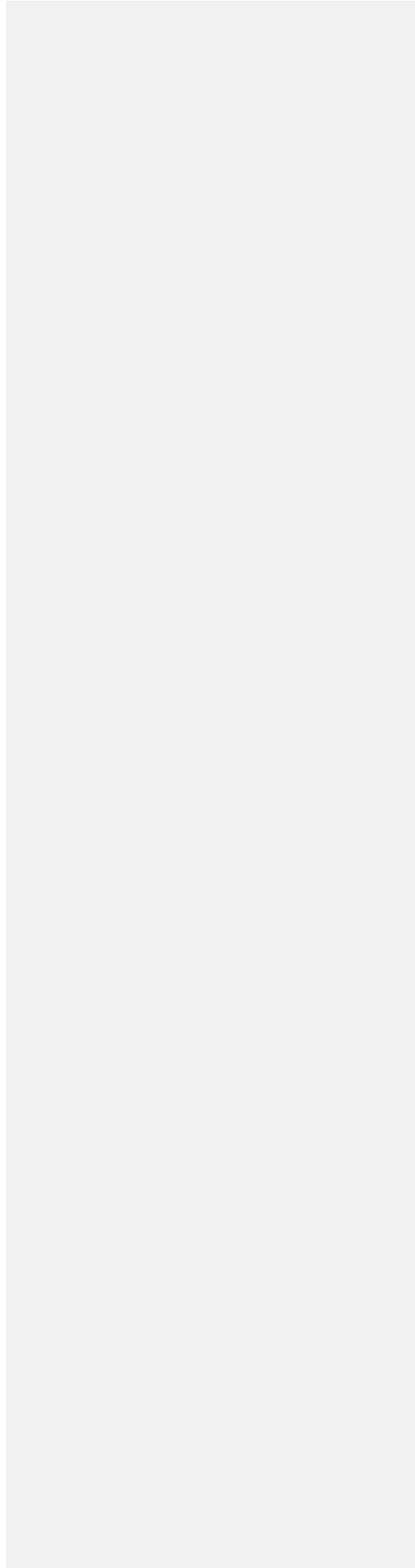
Title 16 Subdivision

Section 16.05.100 Subdivision improvements required.

L. Landscape Standards. A landscape and irrigation plan shall be submitted and approved by the planning commission. The sidewalk and parkstrip shall be incorporated into the landscape design and are subject to review and approval by the planning commission. Landscaping shall include street trees, grass, and shrubs. One two-inch caliper tree shall be required for every 50 feet of frontage. Trees must be picked from the City approved list and comply with the requirements of Rocky Mountain Power for under power line installations. Overhead power lines exist on 300 North (SR107) and 2000 West (SR108). Tree spacing shall be adjusted to provide clear sight triangles at intersection corners, access points, monument signs, and pylon signs in accordance with the American Association of State Highway and Transportation Officials (AASHTO) publication A Policy on Geometric Design of Highways and Streets Chapter 9.

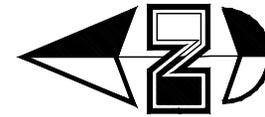
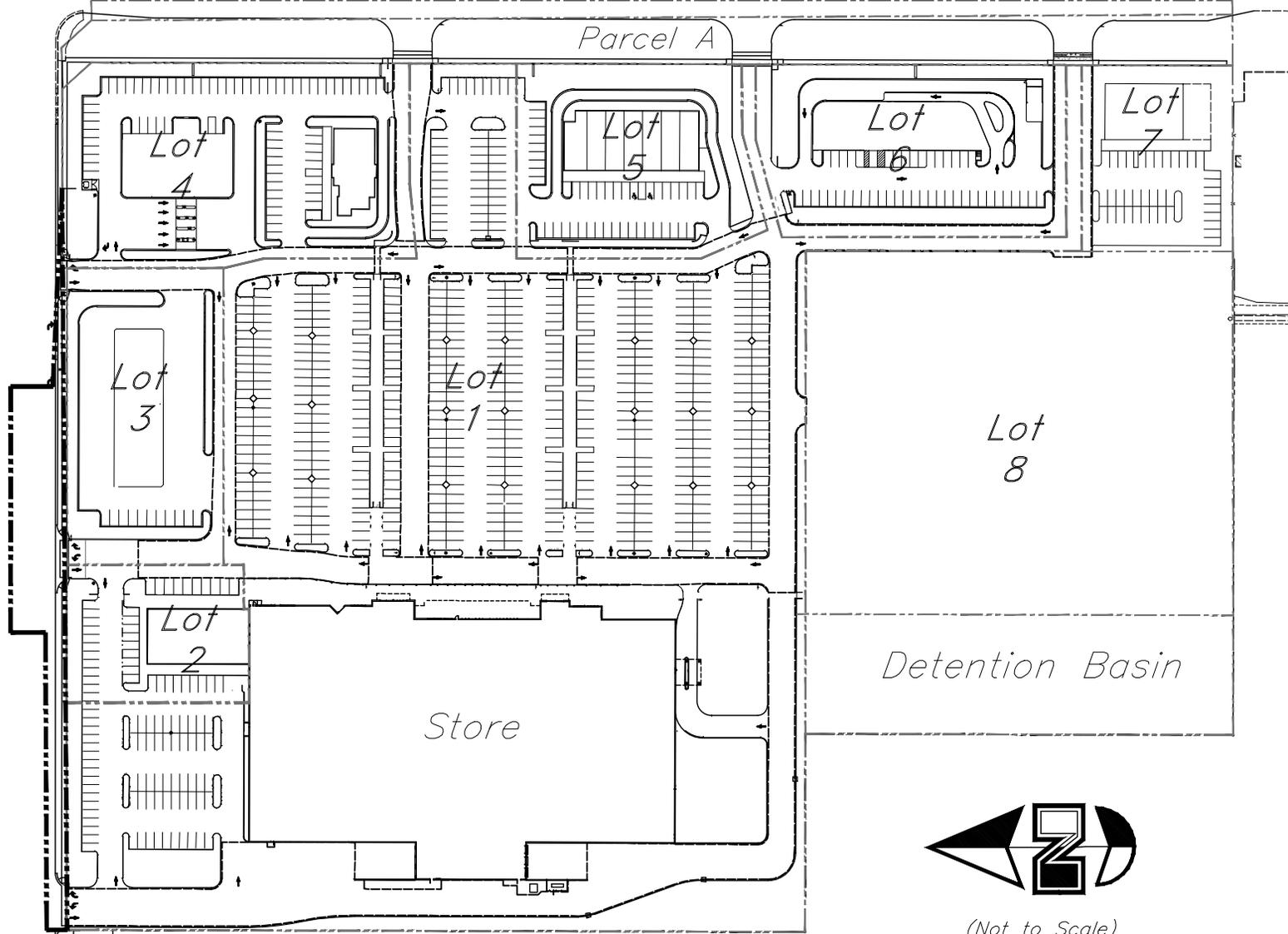
The Utah Department of Transportation is planning to widen 2000 West(SR108) and portions of 300 West(SR107), parkstrip landscape improvements along 300 West(SR107) shall include street trees, grass, shrubs, rock mulch, etc. as proposed by the developer and approved by the planning commission. Parkstrip landscaping and the future widened portion of 2000 West shall be landscaped with rock mulch only without plantings or irrigation sprinkling between the sidewalk and the edge of asphalt as approved by the Utah Department of Transportation. At the time of completion of future widening, City shall enter into a betterment agreement with the Utah Department of Transportation for the installation of parkstrip landscape improvements. Frontage improvements within the parkstrip shall be irrigated and maintained by the abutting property owner.

EXHIBIT "E"
300 North Right of Way



300 North Street (SR107) Dedication For Public Use: 17,663 sq. ft. or .405 acres

2000 West Street (SR108) Dedication For Public Use



(Not to Scale)

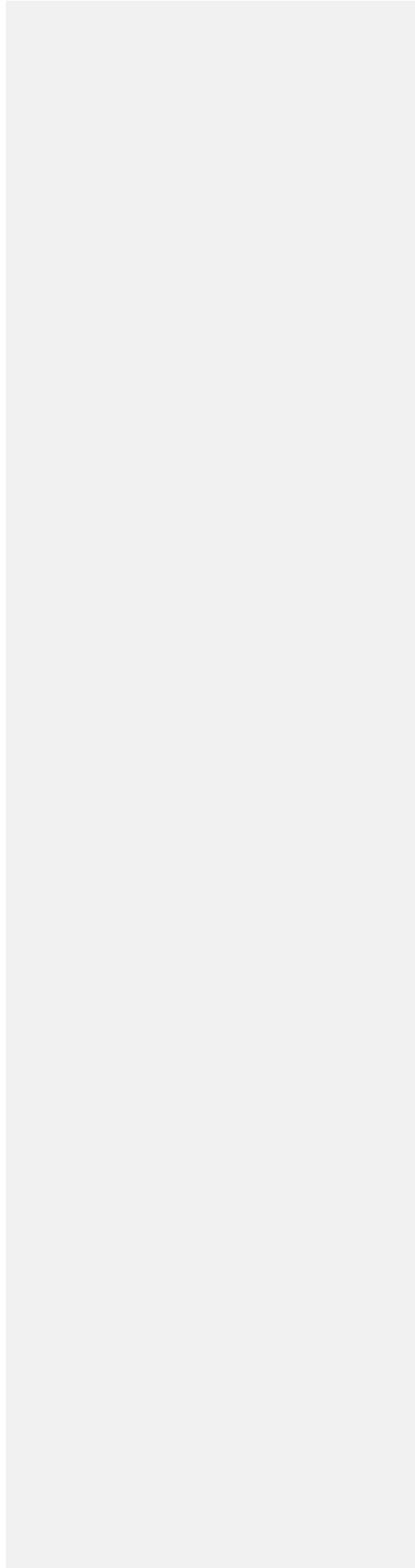
Designed By: CE
Drafted By: CE
Client Name: Smith's
The Point
May 21, 2015

Sheet No.
Exhibit E

The Point
300 North Dedication

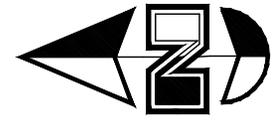
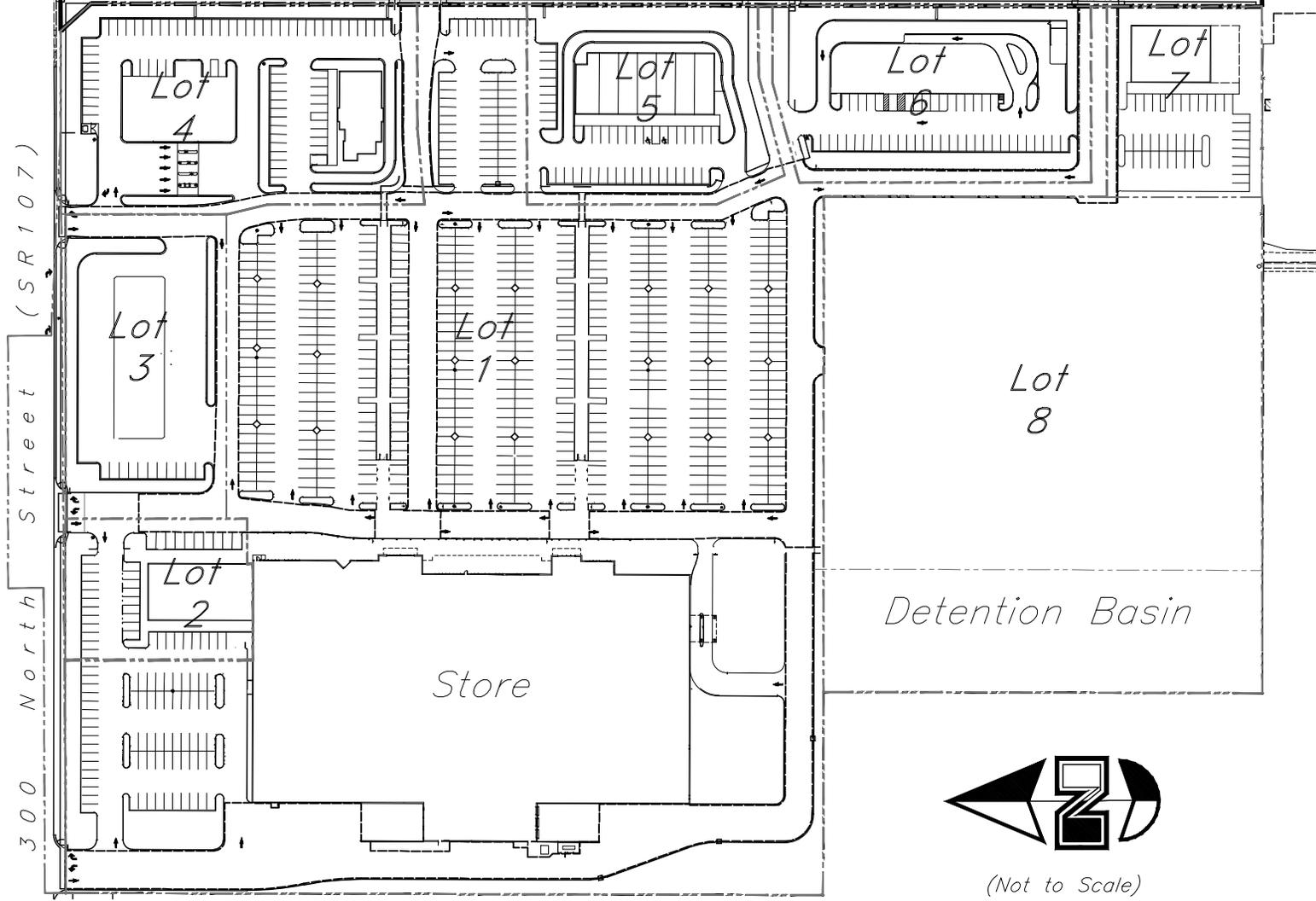
AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801-521-8529 - AWAengineering.net

EXHIBIT “F”
2000 West Right of Way



2000 West Street (SR108) Dedication For Public Use: 40,656 sq. ft. or .933 acres

Parcel A Sell For Future Public Use: 53,370 sq. ft. or 1.225 acres



(Not to Scale)

Designed By: CE
Drafted By: CE
Client Name:
Smith's
The Point
May 21, 2015

Sheet No.
Exhibit F

The Point
2000 West Sell or
Dedication

AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801-521-8529 - AWAengineering.net

City Council Staff Report



Subject: Davis County Justice Court
Author: Kyle Laws
Department: Executive
Date: June 2, 2015

Background

In December 2014, Davis County provided the City with a notice of their intent to terminate and dissolve the Davis County Justice Court. The Administrative Office of the Courts (AOC) denied their request to waive the timing requirements to dissolve the court as requested. Due to this decision by the AOC, timing constraints they are under and their desire to be out of the court business, the County would like to transfer all of their cases to another court. Attached is the most recent letter we received from the County indicating their intent and the options they are considering.

Analysis

West Point City has never had a municipal justice court and has always been part of the Davis County Justice Court. If we decide to not do anything at this time, our caseload will default to wherever the County goes. However, we have the option to enter into an Interlocal Agreement with another justice court and transfer our caseload to the court of our choice.

As can be seen in the attached letter, Davis County is considering two primary options for transferring their cases:

1. To the Clearfield City Justice Court, beginning January 1, 2016
2. To the Farmington City Justice Court, beginning January 1, 2016

Clearfield City currently operates a court system, but Farmington City does not. Farmington is looking into the feasibility of taking over the location of the Davis County Justice Court and hosting the court with the current make up of cities – Farmington, Fruit Heights, West Bountiful, Kaysville, West Point, and Davis County. All cities have not committed to participate but are considering doing so.

The advantage for West Point City of going with Farmington City Justice Court is that it will likely be a seamless transition and our residents will most likely not notice a change. They will still attend court at the same location.

The advantage of going to Clearfield is simply location. This court would be much closer for our residents. However, there would be some transition required which could lead to some confusion in the beginning.

There are other pros and cons dealing with demographic makeup and things of that nature, but those are really the main things to think about.

In addition to the letter from Davis County, I have also attached a report from the Davis County Justice Court detailing our current caseload. As you can see, we do not generate a very large caseload for the court. The report shows last fiscal year and year-to-date this fiscal year. Last year we had 240 traffic cases filed and 66 misdemeanors. So far this year we have generated 164 traffic cases and 35 misdemeanors.

If we were to prosecute our own cases we would keep 50% of the revenue generated from those cases. Last year that would have amounted to nearly \$19,000. So far this year, we would have received about \$16,000 in court revenue. The only way we would receive this money is to prosecute our own cases; by the time we pay a prosecutor, we would likely not take in much revenue from the justice court. Because we do not receive this revenue it stays with the hosting court.

If we go with the County, we do not have to take any action, by default we will go where they go. If we choose to enter into an Interlocal Agreement with Clearfield or Syracuse (both have indicated their willingness to look into taking on our cases) we have to let them know our intent by the end of June. This deadline is critical because, by Statute, they are required to give 180 days' notice to the AOC of their intent to expand their court. With all of this happening by January 1, 2016, we have until the end of the month to work things out with a neighboring court, if that is the direction we choose to go.

Recommendation

No formal action is required. However, Staff would like direction from the Council as to which option we should pursue. Should we follow the County wherever they go, either Farmington City or Clearfield City? Or do we want to enter into an Interlocal Agreement and make sure our cases stay closer to home?

Significant Impacts

None

Attachments

Letter from Davis County – Notice of Termination of All Agreements for Justice Court Services
Report from Davis County Justice Court



Davis County Commission

Commissioner P. Bret Millburn Commissioner John Petroff, Jr. Commissioner Jim Smith

May 22, 2015

*Via United States Mail and
Certified Mail, Return Receipt Requested*

The City of West Point
Attn: Erik Craythorne, Mayor
Attn: Kyle Laws, City Manager
3200 West 300 North
West Point, UT 84015

Re: *Notice of Termination of All Agreements for Justice Court Services*

Dear Erik and Kyle:

In December of 2014, Davis County provided the City of West Point with a *Notice of Termination of All Agreements for Justice Court Services*.

This is a new *Notice of Termination of All Agreements for Justice Court Services*. Therefore, pursuant to this new *Notice of Termination of All Agreements for Justice Court Services*, Davis County hereby informs the City of West Point that any and all agreements between Davis County and the City of West Point for justice court services, whether written or verbal, shall terminate on December 31, **2015** at 11:59 p.m.

As you likely are aware, Davis County has had several recent communications with the Administrative Office of the Courts as well as representatives from the City of West Point and other cities within Davis County regarding where the Davis County Justice Court's current cases may be administered beginning on and after January 1, 2016. We anticipate that this dialogue will continue over the next several weeks. We welcome your continued involvement and input in this process.

For your information, the two (2) options currently being entertained by the Davis County include:

- (1) the City of Clearfield, beginning on January 1, 2016, may administer some or all of the cases that are currently being administered by the Davis County Justice Court, at the current location of the Clearfield Justice Court; and

Davis County Administration Building P.O. Box 618 • Farmington, Utah 84025
Telephone: 801-451-3200 • Fax: 801-451-3202 • TDD: 801-451-3228
E-mail: commissioners@daviscountyutah.gov • Website: www.daviscountyutah.gov



- (2) the City of Farmington, beginning on January 1, 2016, may administer some or all of the cases that are currently being administered by the Davis County Justice Court, at the current location of the Davis County Justice Court.

Thank you in advance for your prompt attention to these matters. I look forward to your continued involvement and input in this process in near future.

Sincerely,



P. Bret Millburn, Chair
Board of County Commissioners for
Davis County, Utah

cc: John Petroff, Jr. Davis County Commissioner
Jim Smith, Davis County Commissioner



DAVIS COUNTY JUSTICE COURT

800 WEST STATE STREET
PO BOX 618
FARMINGTON, UTAH 84025

PHONE: (801) 451-4488
FAX: (801)-451-4481
www.daviscountyutah.gov

JERALD L. JENSEN
JUDGE

May 26, 2015

Kyle Laws
West Point City Manager

Re: Filing statistics

Kyle:

Below are the numbers that West Point would have been responsible for prosecution and therefor retaining half of the revenue for since July 1, 2013.

If you have any questions or concerns regarding these numbers, please contact me, I'd be happy to assist in the deciphering.

Tammy Berg
Court Administrator

July 2013 – June 2014

Traffic Cases Filed – 240
Misdemeanor Cases Filed – 66
Split would have been \$18,827.02

July 2014 – April 2015

Traffic Cases Filed – 164
Misdemeanor Cases Filed – 35
Split would have been \$16,333.22

July 2014

Traffic – 11
Misdemeanor – 3
Split - \$2,292.90

August 2014

Traffic – 12
Misdemeanor – 1
Split - \$1,464.10

September 2014

Traffic – 29
Misdemeanor – 2
Split - \$1,621.88

October 2014

Traffic - 20
Misdemeanor – 3
Split - \$2,301.22

November 2014

Traffic – 13
Misdemeanor – 5
Split - \$714.94

December 2014

Traffic – 15
Misdemeanor – 3
Split - \$1,477.19

January 2015

Traffic – 17
Misdemeanor – 2
Split - \$1,866.99

February 2015

Traffic - 7
Misdemeanor – 8
Split - \$1,692.39

March 2015

Traffic – 13
Misdemeanor – 4
Split - \$1,829.84

April 2015

Traffic – 27
Misdemeanor – 4
Split - \$1,071.77

"The mission of the Davis County Justice Court is to improve the quality of life in our communities."

City Council Staff Report

Subject: Municipal Wastewater Planning Program – 2015 Annual Report
Author: Paul Rochell
Department: Public Works
Date: June 2, 2015



Background

The Municipal Wastewater Planning Annual Report is a program established by the State of Utah Department of Environmental Quality to assist cities in their awareness of their wastewater collection and treatment facilities.

The purpose of the Municipal Wastewater Planning Annual Report is to allow West Point City to identify and solve potential problems in the Wastewater Collection System before they become serious and costly.

Completion of the Self-Assessment Report gives West Point City additional points on the Utah Wastewater Project Priority List. The Priority List is used to allocate funds under the wastewater grant and loan programs.

The results are used to focus on State's technical assistance programs.

Analysis

The report is a self-assessment report developed by the Department of Environmental Quality. It includes, but is not limited to the following sections and subsections:

Financial Evaluation

- Operation and Maintenance
- Capital Improvements
- Projected Needs

Collection system

- System Age
- New Development
- Operator Certification
- Facility Maintenance

Last year we were assessed 20 point for not having a safety plan. Since that time we have developed a written safety plan that the council has reviewed and approved previously. With that in place, we were not assessed any points in this year's annual report.

Recommendation

Adopt by Resolution West Point City's Municipal Wastewater Planning Program Self-Assessment Report.

Significant Impacts

There are no significant impacts at this time.

Attachments

Self-Assessment Report

Resolution

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

WEST POINT CITY

2014



Resolution No. 06-02-2015D

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

RESOLVED that WEST POINT CITY informs the Water Quality Board the following actions were taken by the CITY COUNCIL.

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2014.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on June 2, 2015

Mayor/Chairman

Attest: Recorder/Clerk

Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section

Owner Name: *West Point City*

Name and Title of Financial Contact Person:

Paul Rochell

Public Works Director

Phone: *801-776-0970*

E-mail: *prochell@westpointcity.org*

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <i>at this time?</i>	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for <i>the next five years?</i>	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	0
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
TOTAL PART I =		0

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next five years?</i>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next ten years?</i>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next twenty years?</i>	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	0
TOTAL PART II =		0

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting 95% or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
TOTAL PART III =		0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2015	2016	2017	2018	2019
	0	\$ 166,000	\$ 264,000	0	0

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	0
II	0
III	0
Total	0

Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: West Point City

Name and Title of Contact Person:

Paul Rochell

Public Work Director

Phone: 801-776-0970

E-mail: prochell@westpointcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by



Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1935

B. What is the oldest part of your present system?

Oldest part 80 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
TOTAL PART II =			0

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2014:

Number of Class 1 SSOs in Calendar year 2014 0

Number of Class 2 SSOs in Calendar year 2014 0

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Part II: BYPASSES (cont.)

C. Please specify whether the SSOs were caused a contract or tributary community, etc.

No SSO IN 2014

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10-20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
TOTAL PART III =		0

B. Approximate number of new residential sewer connections in the last year

49 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

0 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

196 new people served

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

5 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

PAUL ROCHELL

C. You are required to have the collection DRC operator(s) certified at **Grade I**

What is the current grade of the DRC operator(s)? IV

D. State of Utah Administrative Rules require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified _____

Small Lagoons _____

Collection I _____

Collection II ANIBAL MONTEROSO, JAMIE ESCURIEX

Collection III _____

Collection IV PAUL ROCHELL, KENNY ENGLAND, KASEY GIBSON

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART IV =		0

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
TOTAL PART V =		0

Part VI: SSMP EVALUATION

- A. Has your system completed its Sewer System Management Plan (SSMP)?
 Yes NO
- B. If the SSMP has been completed then has the SSMP been public noticed?
 No Yes, included date of public notice YES, ON JANUARY 22ND 2015
- C. Has the SSMP been approved by the permittee's governing body at a public meeting?
 Yes NO
- D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?
 No If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)
-
-

Part VI: SSMP EVALUATION (cont.)

E. During 2014 was any part of the SSMP audited as part of the five year audit?

No _____

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan (SECAP)* as defined by the Utah Sewer Management Program?

Yes _____ NO _____

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official

Date

Print Name of Signatory Official

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

WE HAVE 1 LIFT STATION THAT PROVIDES SEWER TO APPROXIMATELY 80 HOMES, AND THE REST OF OUR SYSTEM FLOWS TO NORTH DAVIS SEWER DISTRICT.

- B. What sewerage system improvements does the community have under consideration for the next 10 years?

UPGRADE 8" LINE ON 800 N. 4650 W. - 5000 W.; REPLACE 8" LINE ON 2000 W. 550 N. - 800 N.; REPLACE 12" LINE ON 4000 W. 1050 N. - 1300 N. WITH 10" LINE.; INSTALL 10" LINE ON 800 N. 3850 W. - 4000 W. REPLACE 12" LINE ON 1800 N. 4250 W. - 4475 W.

- C. Explain what problems, other than plugging have you experienced over the last year

NO PROBLEMS IN THE PAST YEAR

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

YES, WE HAVE A CAPITAL IMPROVEMENTS BUDGET PLAN.

- E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %

Part VII: SUBJECTIVE EVALUATION (cont.)

F. Is there a written policy regarding continuing education and training for wastewater operators?

YES _____ NO ✓

G. Any additional comments? (Attach additional sheets if necessary.)

FOR QUESTION F, WE FOLLOW DEPARTMENT OF
 ENVIROMENTAL QUALITY STANDARDS.

POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	0
V	0
Total	0

City Council Staff Report



Subject: Subdivision Warranties
Author: Boyd Davis
Department: Community Development
Date: June 2, 2015

Background

The Bartholomew Lane Phase 3 Subdivision is located at 1600 N 3600 W. The developer has completed all of the required improvements and is now asking that the subdivision be placed on a 1 year warranty.

The Wise Country Meadows Phase 2 Subdivision is located at 600 N 3200 W. This subdivision is also ready to be placed on a 1 year warranty.

Analysis

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

Recommendation

It is recommended that the City Council place Bartholomew Lane Ph. 3 and Wise Country Meadows Ph. 2 on a one year warranty

Significant Impacts

None

Attachments

None

COMMUNITY DEVELOPMENT & RENEWAL AGENCY OF WEST POINT CITY

June 2, 2015

Immediately Following the General Session (Council Chamber)

1. **Call to Order**
2. **Communications and Disclosures from Board**
3. **Communications from Staff**
4. **Consideration of Adoption of Minutes from the May 19, 2015 CDRA Meeting** - Mr. Kyle Laws
5. **Consideration of Resolution No. 06-02-2015A, the Adoption of FY2016 Tentative Budget for CDRA of West Point City and All Related Agency's** - Mr. Evan Nelson
 - a. Public Hearing
 - b. Action
6. **Consideration of Resolution R06-02-2015B, Approving a Development Agreement between Smith's, Wright Development, and the CDRA of West Point** - Mr. Randy Sant
7. **Motion to Adjourn**



**West Point City
Community Development and Renewal Agency**

West Point City Hall
3200 West 300 North
West Point City, UT 84015
May 19, 2015

Board Chair
Erik Craythorne
Board
Jeff Turner, Vice Chair
Gary Petersen
Jerry Chatterton
Andy Dawson
R. Kent Henderson
Executive Director
Kyle Laws

Community Development and Renewal Agency Organizational Meeting

Minutes for the Community Development and Renewal Agency of West Point City held at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 on March 19, 2015 at 7:50pm, with Vice-Chairman Jeff Turner presiding.

CDRA BOARD MEMBERS PRESENT – Jeff Turner, Vice-Chairman; Kent Henderson, Board Member; Jerry Chatterton, Board Member; Gary Petersen, Board Member; Kyle Laws, Executive Director; and Misty Rogers, Secretary

EXCUSED – Erik Craythorne, Chairman and Andy Dawson, Board Member

VISITORS – Rob Ortega

1. **Call to Order** – Vice-Chairman Turner welcomed those in attendance.
2. **Communications and Disclosures from the CDRA Board** - no comment
3. **Communications from Staff**

Mr. Laws informed the Board that the CDRA will enter into a Development Agreement with Smith's and Wright Development. He then stated the CDRA will also enter into an Interlocal Agreement with West Point City.

4. **Consideration of the Adoption of the Minutes from the May 5, 2015 CDRA Meeting**

Mrs. Rogers reminded the Board that a minor amendment was made to the minutes from the May 5, 2015 CDRA meeting.

Mr. Laws stated the minutes for the May 5, 2015 CDRA Meeting recognized Erik Craythorne as the Mayor and not the Chairman. The amended minutes only include the change of the title from Mayor to Chairman.

Mr. Petersen motioned to approve the amended minutes from the May 5, 2015 CDRA meeting.
Mr. Henderson seconded the motion.
The Board unanimously agreed.

5. **Budget Hearing for CDRA FY2015 Amended Budget and the FY2016 Budget**

Mr. Nelson stated for convenience, the CDRA Budget information has been included the West Point City budget folder.

Revenue - The CDRA has received an interfund loan from the West Point City General Fund to pay for administrative expenses until tax increment is received. The Amended FY2015 budget and the FY2016 Tentative Budget includes \$20,000 in revenue. The FY2016 Budget includes an additional \$1.2 million in revenue (proceeds from long term debt). West Point City will issue the debt but will be paid back by the CDRA as tax increment is collected.

Expense – There is an estimated \$1.2 million for project expenses.

Mr. Laws stated that the \$1.2 million will not be given to the developer, the money will be given to Smith's to use for on-site and off-site improvements. He then informed the Board that the detailed bond information will be included in the Development Agreement. Mr. Laws stated a draft of the Development Agreement will be given to the Board to review in the near future.

- a. Public Hearing – no comment

Mr. Petersen motioned to continue the public hearing.
Mr. Chatterton seconded the motion.
The Board unanimously agreed.

6. Motion to Adjourn

Mr. Chatterton motioned to adjourn.
Mr. Petersen seconded the motion.
The Board unanimously agreed.

The CDRA Meeting adjourned.

Approved this 2nd day of June, 2015

Agency Chairman, Mr. Erik Craythorne

Executive Director, Mr. Kyle Laws

Agency Secretary, Mrs. Misty Rogers

**CDRA of West Point City
RESOLUTION NO. R06-02-2015A**

**A RESOLUTION ADOPTING A TENTATIVE
BUDGET FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
WEST POINT CITY FOR FISCAL YEAR 2016**

WHEREAS, the Community Development and Renewal Agency of West Point City was created to transact the business of a redevelopment agency and to exercise all of the powers provided for in the Utah Redevelopment Agencies Act, § 17B-4-101 et. seq., Utah Code Annotated (1953, as amended) and any successor law or act; and,

WHEREAS, Utah Code § 17B-4-1301 prescribes the form and methodology set forth by the Legislature and the State Auditor’s Office relative to CDRA budgets; and,

WHEREAS, the Executive Director of the Agency has prepared and presented to the Board an annual budget for Fiscal Year 2016; and,

WHEREAS, a public hearing was held and notification served according to law pertaining to the CDRA 2016 annual budget;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the CDRA Board of West Point City that the hereto attached CDRA Tentative Budget is hereby adopted for Fiscal Year 2016.

IT IS FURTHER ORDERED, that a copy of the Budget be made available to the public for review and inspection at West Point City Hall during regular business hours.

PASSED AND ADOPTED this 2nd day of June, 2015.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, CDRA Chair

ATTEST:

Kyle Laws, Executive Director

Misty Rogers, Secretary

**CDRA of West Point City
Resolution No. R06-02-2015B**

**RESOLUTION OF THE WEST POINT COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY APPROVING AN AGREEMENT FOR THE
DEVELOPMENT OF PROPERTY WITHIN THE 300 NORTH CDA**

WHEREAS the West Point Community Redevelopment and Renewal Agency (the “Agency”) has been created by the West Point City Council (the “City”) to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Development and Renewal Agencies” (the “Act”); and

WHEREAS, under the authority granted by, among other things, Section 17C-1-202(1)(d) of the Act, the Agency desires to enter into a Development Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, with Wright Development and Smiths Corporation, relating to the development of certain real property located within the adopted 300 North Community Development Project Area as more particularly specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF WEST POINT COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the appropriate officers of the Agency are authorized and directed to execute the same. The Chair is authorized on behalf of the Agency Board to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement, including but not necessarily limited to finalizing any exhibits to the Agreement.
2. As required by Section 17C-1-303 of the Act, the Agency staff shall, within one month after the closing under the Agreement, cause the required notice to be provided in the form and manner specified in Section 17C-1-303 of the Act.
3. This resolution takes effect upon adoption.

APPROVED AND ADOPTED on June 2, 2015.

Chair

ATTEST:

Secretary

Exhibit A
Form of Agreement

COMMUNITY DEVELOPMENT AGREEMENT

THIS COMMUNITY DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of the _____ day of _____, 2015, by and among SMITH’S FOOD & DRUG CENTERS, INC., an Ohio corporation (“**Smith’s**”), WRIGHT DEVELOPMENT GROUP, INC., a Utah corporation (“**Developer**”), the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT CITY, a political subdivision of the State of Utah (the “**Agency**”) and, solely with respect to Section 15 *below* and nothing else, WEST POINT CITY, a political subdivision of the State of Utah (the “**City**”).

WHEREAS Developer, or its affiliates¹, owns certain real property located in West Point City, Utah (the “**Developer Property**”) as more particularly described on attached Exhibit “A” and depicted on the site plan attached hereto as Exhibit “C” (the “**Site Plan**”); and

WHEREAS Smith’s owns, or is under contract to purchase from Developer, certain real property located in West Point City, Utah as more particularly described on attached Exhibit “B” and depicted on the Site Plan (the “**Smith’s Property**”); and

WHEREAS Developer and Smith’s intend to develop the Smith’s Property and the Developer Property into a retail shopping center (the “**Shopping Center**”) and have entered, or will enter, into separate development agreement(s) with respect to their respective rights and obligations vis-à-vis each other (the “**Shopping Center Development Agreement**”); and

WHEREAS the Shopping Center is located within the boundaries of a community development project area created by the Agency and known as the 300 North Community Development Project Area (the “**Project Area**”), and in connection with the creation of the Project Area the Agency has entered into various Interlocal Cooperation Agreements with some of the taxing entities within the Project Area (the “**Interlocal Agreements**”) which Interlocal Agreements provide for the Agency to receive a portion of the “**Tax Increment**” (as defined by Utah Code Ann. § 17C-1-102(47)) from the Project Area for a specified period of time, all as more particularly described in the respective Interlocal Agreements; and

WHEREAS, the Agency believes that the development of the Shopping Center is in the vital and best interests of both the Agency and West Point City and in the best interest of the health, safety and welfare of West Point City residents, and in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and is being assisted by the Agency, and the Developer has presented to the Agency sufficient information, including development plans and alternatives, and a projected financing pro forma, showing justification for the Agency’s participation in the development of the Shopping Center; and

WHEREAS Developer, Smith’s and the Agency desire to enter into this Agreement to set forth the parties’ obligations with regard to development of the Shopping Center.

¹ The term “affiliate” means any entity that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such the Developer. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, whether through the ownership of voting securities, by contract or otherwise.

NOW THEREFORE, in consideration of the covenants and mutual obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Development. The Shopping Center shall be developed as a uniform and harmonious development substantially in accordance with the Site Plan and as more specifically provided in this Agreement and the Shopping Center Development Agreement.

(a) Smith's Obligations. Smith's shall be responsible for the following:

i. Installation of gravel along 2000 West Street.

ii. Rough grading of the Smith's Property and the portion of the Developer Property to be used for commercial purposes (the "**Commercial Development Property**"). Developer shall reimburse Smith's for Developer's Pro Rata Share (as defined in the Shopping Center Development Agreement) of such costs.

iii. Completion of driveways from adjacent streets serving the Shopping Center. Developer shall reimburse Smith's for Developer's Pro Rata Share (as defined in the Shopping Center Development Agreement) of such costs.

iv. Notwithstanding anything else in this Agreement to the contrary, as a condition precedent to each and all of the Agency's obligations to Smith's under this Agreement, Smith's shall:

(1) Commence construction, subject to the City granting all necessary approvals for the same, of a new grocery retail store, with a minimum of at least 124,000 square feet of retail floor space (the "**Store**"), on the Smith's Property on or before July 1, 2015; and

(2) Substantially complete construction of the Store, as evidenced by obtaining a temporary certificate of occupancy for the Store, on or before July 1, 2016; provided, that, the foregoing date shall be extended automatically for any delays by the City and/or Agency in granting necessary approvals and/or any force majeure event (as defined below) by the number of days that such condition exists or such greater time as may be agreed to by Smith's and the Agency.

v. Subject to Smith's' legal right to protest or appeal as provided by applicable law, payment of all ad valorem and real estate taxes, levies and assessments on the Smith's Property; Smith's acknowledges that any failure of Smith's to pay any such taxes shall result in the Agency receiving less Tax Increment.

vi. If there is ever, at any time and for any reason, insufficient Available Tax Increment (as defined in Section 2 *below*) for the Agency to timely make a debt service payment on the bonds issued under Section 1(f) *below*, then Smith's shall, shall be responsible for paying any such deficiency of the debt service payment that the Available Tax Increment is not able to cover to the Agency.

(b) Developer's Obligations. Developer shall be responsible for the following:

i. Construction of a detention basin on the area shown on the Site Plan (the "**Detention Basin**"). Developer shall have the right, at its sole discretion, cost and expense, to relocate the Detention Basin to another portion of the Developer Property provided such relocation does not unreasonably interfere with access to the Smith's Property or reduce the designated detention volume. Developer shall grant Smith's a non-exclusive easement for storm water drainage into the Detention Basin. Smith's shall reimburse Developer for Smith's Pro Rata Share (as defined in the Shopping Center Development Agreement) of the costs of constructing the Detention Basin and associated land costs. Developer shall pay any costs of re-locating the Detention Basin, if any.

ii. Landscaping of the Detention Basin. Smith's shall reimburse Developer for Smith's Pro Rata Share (as defined in the Shopping Center Development Agreement) of landscaping costs related to the Detention Basin.

iii. Construction of an 8 foot wall and landscape buffer of fifteen feet (15') between the commercial portion of the Developer Property (the "**Commercial Development Property Pad F**") and the existing residential property immediately south of the Development Pad F Property (the "**Residential Property**") as shown on the Site Plan. The wall height shall be measured from the Residential Property side. Notwithstanding the foregoing, Developer shall construct the wall between the Commercial Development Property Pad F and the Residential Property at the time the Commercial Property is fully developed and, if and only if, the residential use exists to the south of the Commercial Development Property Pad F. The Agency agrees no such wall shall be required if residential occupancy does not exist on the Residential Property at the time of Commercial Development Property Pad F final pad approval.

iv. Dedicating any portion of the 300 North Right of Way as shown on Exhibit "E."

v. Dedicating and/or otherwise selling or transferring (as agreed to among Developer, City and, if applicable UDOT) any portion of the 2000 West Right of Way as shown on Exhibit "F."

vi. Notwithstanding anything else in this Agreement to the contrary, as a condition precedent to each and all of the Agency's obligations to pay any Available Tax Increment (as defined in Section 2 *below*) to the Developer under this Agreement, Developer shall:

(1) Develop and substantially complete construction (as evidenced by the issuance of a temporary certificate, or certificates, of occupancy) of either: (x) buildings having an aggregate tax assessed value (when combined with the underlying land and improvements) of at least \$5,521,201; or (y) at least 34,164 square foot of retail floor space on the Developer Property, on or before July 1, 2019; provided, that, the foregoing date shall be extended automatically for any delays by the City and/or Agency in granting necessary approvals and/or any force

majeure event (as defined below) by the number of days that such condition exists, or such greater time as may be agreed to by Developer and the Agency.

(2) For each discrete phase of development on the Developer Property, the Developer shall submit to the Agency's governing body preliminary development plans (including, by way of example and without limitation, the subdivision plat, the proposed layout of all improvements, exterior elevations for all improvements, proposed interior finish lists for all improvements, and an estimated timeline for development and construction of the Phase, which estimated timeline will be solely for informational purposes and will create no additional commitments or obligations of Developer), and the Agency's governing body shall have the right to provide comments and input on such preliminary development plans in order to reasonably ascertain that the development will achieve the necessary tax assessed value set forth above;

(3) All development on the Developer Property must meet all planning and design requirements reasonably imposed by the City from time to time and the Agency may request additional requirements as the Agency reviews preliminary development plans in connection with each discrete phase if the Agency reasonably believes the applicable phase of the development will not achieve the necessary tax assessed value as set forth above;

(4) All development on the Developer Property must conform to and meet, and the Developer must comply with, with all applicable requirements of the City relating to the development of the Developer Property, including the payment of fees, the approval of site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City, and the Developer agrees to not challenge, contest or bring judicial action seeking to avoid any such fees, ordinances, resolutions, policies and procedures;

(5) The Developer shall have the sole responsibility to obtain all necessary permits and approvals relating to any development and/or construction upon any and all portions of the Developer Property;

(6) Developer, or its successors and/or assigns, shall pay, directly to the City, all impact fees for development on Pads B, C and E of the Developer Property, subject to potential reimbursement from the Agency from Available Tax Increment as described in subsection (e) *below*; and

vii. Subject to the Developer's legal right to protest or appeal as provided by applicable law, payment of all ad valorem and real estate taxes, levies and assessments on the Developer Property; Developer acknowledges that any failure of the Developer to pay any such taxes shall result in the Agency receiving less Tax Increment.

(c) Agency's Utility Line Obligations. The Agency shall use its best efforts to cause the relocation of all existing power, communications, and fiber optic utility lines to the area depicted on the Site Plan as "**Utility Lines**". Additionally, the Agency shall use its best efforts to

enter into an Interlocal Cooperation Agreement with the City, under which the City shall agree to also to use its best efforts, through its various franchise agreements, to cause the relocation of the Utility Lines. If there are any costs relating to the relocation of such Utility Lines then Smith's and the Developer shall be responsible for paying those costs in the proportions and in the manner set forth in the Shopping Center Development Agreement. The Agency and City shall not be responsible for any costs relating to the relocation of the Utility Lines.

(d) Agency to Pay Certain Development Fees/Costs for the Store. The Agency hereby agrees to pay, or otherwise make arrangement with the City for the Agency's payment of, all of Smith's impact fees and building permit fees charged by the City in connection with the development and construction of the Store. Additionally, the Agency hereby agrees to pay, or otherwise make arrangement for the Agency's payment of, culinary water share fees in connection with the Store in the amount of \$17,500.00. For purposes of clarification, the Agency will not pay (or otherwise make arrangement for payment of) any impact or development fees imposed by any other governmental entities (other than the City) including, without limitation, fees imposed by the North Davis Fire District or the North Davis Sewer District; Smith's will pay all development and impact fees imposed by any entity other than the City.

(e) Agency to Pay Certain Costs of Developer. Subject to and conditional upon the Agency actually receiving sufficient Tax Increment from the Project Area, and subject to Section 2 below regarding the priority of payment of such Tax Increment, the Agency hereby agrees to (x) pay, or otherwise make arrangement with the City for the Agency's payment of, all of the Developer's impact fees relating to development on Pads A, D and F- of the Developer Property, and (y) to the extent there is sufficient Available Tax Increment as provided under Section 2 below, reimburse (as and when such Available Tax Increment can be used) the Developer for impact fees paid for development on Pads B, C and E of the Developer Property. Additionally, the Agency hereby agrees to pay, or otherwise make arrangement for the Agency's payment of, a payment to the Developer in exchange for the Developer's dedication of 300 North to the City, in the amount of \$87,141.00.

(f) Agency to Issue Bonds. The Developer and Smith's have indicated, and the Agency has determined, that without public participation, including the issuance of bonds to pay for certain initial development fees and costs as described in more detail below, the cost to develop and construct the desired improvements on the Shopping Center creates a significant barrier to attracting private capital and investment in the Project Area. Accordingly, the Agency shall issue bonds in the amount of \$1,107,000.00 (plus usual and customary costs of issuance) to pay for certain improvement costs relating to the Shopping Center. From the bond proceeds, the Agency will, within fifteen (15) days after Smith's obtains a temporary certificate of occupancy for the Store, pay cash to Smith's in the total amount of \$1,107,000.00 in order to reimburse Smith's for costs actually incurred as follows: Off-site Improvements in the amount of \$512,000.00; Offsite Sewer Reimbursement in the amount of \$145,000.00.00; and Import, Place & Compact Fill in the amount of \$450,000.00.

2. Priorities for Use of Tax Increment. Notwithstanding anything else in this Agreement to the contrary, this Section 2 shall govern the priority and payment of tax increment generated from the Project Area and actually received by the Agency under the Interlocal Agreements (the "**Available Tax Increment**") and allocated for use under the "Development" portion of the Project Area Budget. The Agency shall apply the Available Tax Increment according to the following rules of priority:

~~2.~~

(a) First, the Agency shall make all debt service payments on the bonds issued under Section 1(f) *above*;

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~~(b) Second, the Agency shall use any remaining Available Tax Increment (if any) to repay the City for any loan(s) made by West Point City to the Agency in connection with the creation or administration of the Project Area;~~

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~~(b)(c) SecondThird,~~ the Agency shall use any remaining Available Tax Increment (if any) to pay the City for any unpaid impact or permit fees in connection with the development and construction of the Store;

~~(e)(d) ThirdFourth,~~ the Agency shall use any remaining Available Tax Increment (if any) to pay the Developer for the dedication of 300 North to the City;

~~(d) Fifth,~~ the Agency shall use any remaining Available Tax Increment (if any) to the Developer (in the case of reimbursement for impact fees paid on Pads B, C and E) and/or the City (in the case of reimbursement for waived impact fees on Pads A, D and F), *pari passu*, under Section 1(e) *above*; and

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~~(e) Fifth, the Agency may, in its sole discretion, use up to five percent (5%) of the total Available Tax Increment to pay the administrative costs of the Agency;~~

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~~(f) Sixth, the Agency shall use any remaining Available Tax Increment (if any) to repay the City for any loan(s) made by West Point City to the Agency in connection with the creation or administration of the Project Area; and~~

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~~(g)(f) Finally,~~ the Agency may, in its sole discretion, use any and all remaining Available Tax Increment for any other legal purpose.

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3. Agency Authority. The Developer and Smith's each acknowledge that:

(a) The Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from West Point City, for the purpose of, among other things, promoting the urban renewal, economic development and community development in the City;

(b) ~~The City is not a party to this Agreement~~ The City does not and will not have any duties, liabilities or obligations under this Agreement, except as expressly set forth in Section 15 *below*;

(c) The Agency has no independent taxing power, and therefore the Agency's sole source of revenue, relative to this Agreement, is the Available Tax Increment (defined in Section 2 *above*) as provided under Utah law pursuant to the Interlocal Agreements;

(d) If Utah law is amended or superseded by new law so as to reduce or eliminate the amount of Available Tax Increment, the Agency's obligation to pay any funds to the Developer and/or Smith's shall be accordingly reduced or eliminated, and in

such event the obligations of Developer and Smith's under this Agreement shall likewise be eliminated; and

(e) Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment, or make payments from Available Tax Increment as provided in this Agreement, or takes any other action which eliminates or reduces the amount of Available Tax Increment, the Agency's payment obligations under this Agreement shall be accordingly reduced or eliminated, and in such event the obligations of Developer and Smith's under this Agreement shall likewise be eliminated.

4. Restriction on Parcel Splitting. Neither Smith's nor the Developer shall, without the prior written approval of the Agency: (a) record a subdivision or convey the Shopping Center, or a portion of the Shopping Center, in such a way that a lot or parcel of real property would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property; or (b) construct or allow to be constructed any building or structure in such a way that the building or structure would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property. The purpose and intent of this prohibition is to avoid the splitting of any parcels of real property within the Project Area or the joining of any parcels of real property within the Project Area with those outside the Project Area, or construction of buildings, in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area for purposes of calculating tax increment payable to the Agency from the Project Area.

5. Restriction on Permanent Closure of the Store. Smith's shall not, without the prior written approval of the Agency, permanently close the Store until the bonds described in Section 1(f) *above* have been repaid in full. If Smith's violates the provisions of this Section 5 then the Agency shall have no further obligation to pay any Available Tax Increment to Smith's for any reason, and Smith's shall not be released of any of its duties, agreements, obligations, liabilities, or responsibilities in this Agreement.

6. No Disconnection/Deannexation. The Developer and Smith's each agree that they each will not cooperate with any person, group, or municipality in any effort to remove, deannex or disconnect the Shopping Center or any portion thereof from the municipal boundaries of West Point City, and that they will each use commercially reasonable efforts to resist any efforts to remove, deannex or disconnect the Shopping Center in whole or in part from West Point City. In the event the Shopping Center is wholly or partially disconnected from the municipal boundaries of West Point City, the Agency's right to receive tax increment from or attributable to the Shopping Center may cease, in which case each and all of the Agency's payment obligations to the Developer and/or Smith's shall immediately and automatically cease and terminate.

7. Force Majeure. The parties shall be excused from performing any obligation or undertaking provided in this Agreement in the event, but only so long as, the performance of any such obligation or undertaking is prevented or delayed, retarded, or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labor unions, laws hereafter enacted, orders of governmental or civil or military or naval authorities, government action or inaction where action is required, court orders or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of

either party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

8. Effective Date. This Agreement shall be effective as of the date first set forth above.

9. Termination. This Agreement shall terminate upon the satisfaction of all obligations of the parties set forth in Section 1 *above*. If requested by any of the parties, the parties shall execute and record a Termination of Development Agreement.

10. Assignments. No party shall assign this Agreement, its rights or obligations hereunder without the prior written approval of all of the other parties. The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the parties hereto.

11. Notices. All notices or other communications required or permitted to given under this Agreement shall be given by: (a) personal service, (b) certified mail, return receipt requested, or (c) nationally recognized express delivery service, addressed as follows:

Developer: WRIGHT DEVELOPMENT GROUP, INC.
1178 Legacy Crossing Boulevard, Suite 100
Centerville, Utah 84014
Attention: Gary M. Wright
Telephone No. 801-773-7339
E-Mail: gary@wrightdevelopmentgroup.net

With a copy to:

Justin Atwater
1178 Legacy Crossing Boulevard, Suite 100
Centerville, Utah 84014
E-Mail: Justin@wrightdevelopmentgroup.net

Smith's: SMITH'S FOOD & DRUG CENTERS, INC.
1550 South Redwood Road
Salt Lake City, UT 84104
Attn: Director of Real Estate Legal Services
Telephone No.: (801) 974-1400
E-Mail: _____

City: COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF WEST POINT CITY
3200 West 300 North
West Point, UT 84015
Attention: Executive Director
Telephone No. (801) 776-0970

With a copy to:

WEST POINT CITY

Attn: City Attorney
3200 West 300 North
West Point, UT 84015
Telephone No. (801) 776-0970

Notices are effective upon the earlier of actual receipt or three days after deposit in the mail by the sender. The addresses set forth above may be changed at any time upon notice given in accordance with the provisions of this Section 11.

12. Reciprocal Indemnification. The Agency, Smith's and the Developer will each indemnify, defend and hold harmless each of the others, and their respective directors, officers, employees, agents, consultants and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the Agency, Smith's and/or the Developer, they shall be borne by each party in proportion to each party's contribution to the claim, loss, damage or expense.

13. Default. If any party fails to perform or delays performance of any term or provision of this Agreement, such conduct shall constitute an Event of Default hereunder. An Event of Default shall also occur if, without the prior written consent of one party, the other parties: (1) makes an assignment for the benefit of creditors other than an assignment in connection with financing; (2) files a voluntary petition in bankruptcy; (3) is adjudicated bankrupt or insolvent; (4) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in, or is subject to the appointment of a trustee, receiver, or liquidator.

14. Remedies. Upon the occurrence or existence of an Event of Default, any non-defaulting party may give written notice of the default (a "Default Notice") to the party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it operate as a waiver of any rights or remedies of any non-defaulting party; but the non-defaulting party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by any party in asserting any right or remedy hereunder shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. A non-defaulting party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto. Upon the occurrence or existence of an Event of Default and following the expiration of the thirty (30) day cure period, each non-defaulting party shall have all rights and remedies against the defaulting party as may be available at law or in equity to cure, correct, or remedy any default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

15. City Code Modifications. The parties acknowledge and agree that, notwithstanding anything set forth in the Agency Municipal Code or otherwise, the Code modifications listed on Exhibit “D” are approved and applicable to the Shopping Center and related development activities in all respects. In the event of a conflict between the Agency Municipal Code and this Agreement (including Exhibit D), the provisions of this Agreement (including Exhibit D) shall control. The City has executed this Agreement solely for the purpose of agreeing to this Section 15, and nothing else. The Agency shall have no obligations of any kind under this Section 15.

16. Miscellaneous.

(a) Waiver of Jury Trial; Attorney Fees. All disputes or claims arising under this Agreement shall be mediated by a mediator to be agreed upon by the parties. If after good faith efforts by the parties mediation is unsuccessful in resolving the dispute(s), then any remaining controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by bench trial in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover all costs, including reasonable attorneys’ fees, incurred in enforcing the terms of this Agreement. The parties hereby waive their right to a jury trial of any disputes or claims arising under this Agreement.

(b) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties hereto.

(c) Modification. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of the parties.

(d) Severability. Invalidation of any of the covenants, conditions, restrictions or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, or the application thereof to any other person or entity and the same shall remain in full force and effect.

(e) Recordation. This Agreement shall not be recorded without the prior written consent of the parties hereto.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Utah.

(g) Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be construed to create any third party beneficiary right in any person not a party hereto.

(h) Time. Time is of the essence of this Agreement.

(i) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute a duplicate original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

(Signature Page Follows)

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

By: _____
Its: _____

WRIGHT DEVELOPMENT GROUP, INC.
a Utah corporation

By: _____
Its: _____

REDEVELOPMENT AGENCY OF WEST POINT
CITY, a political subdivision of the State of Utah

By: _____
Its: _____

WEST POINT CITY*
a political subdivision of the State of Utah

By: _____
Its: _____

***Solely with respect to Section 15 of this Agreement (regarding City Code Modifications), and nothing else.**

EXHIBIT "A"
Legal Description – Developer Property

The Point
Developer Parcels

May 12, 2015

All of future Lots 2, 4, 5, 6, 7 and 8 of the forthcoming The Point, a subdivision in West Point, Davis County, Utah.

Contains 493,851 sq. ft.
or 11.337 acres

EXHIBIT “B”
Legal Description – Smith’s Property

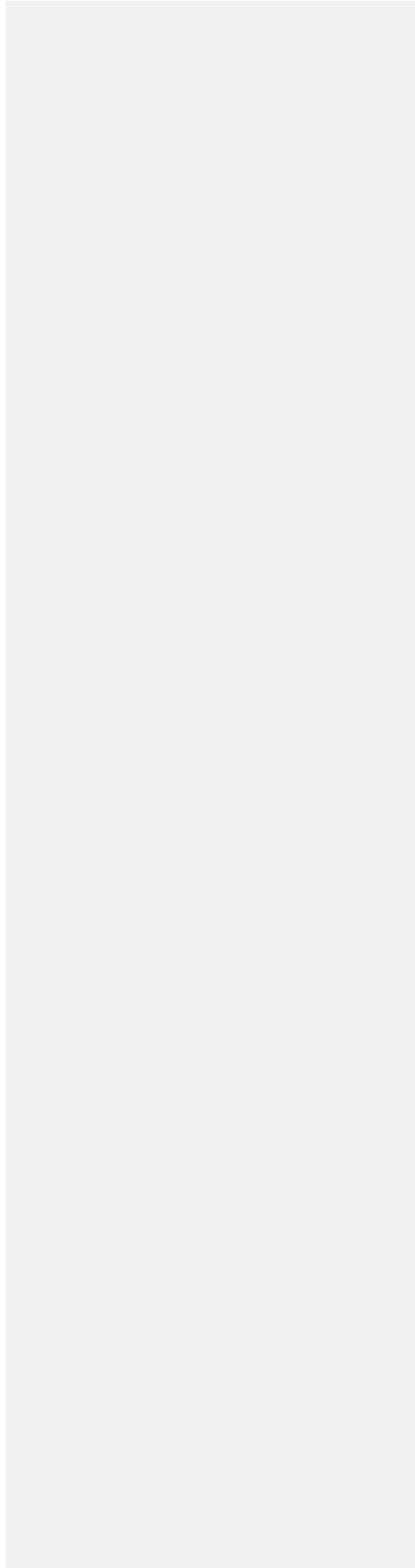
The Point
Smith's Parcels

May 12, 2015

All of future Lots 1 and 3 of the forthcoming The Point, a subdivision in West Point,
Davis County, Utah.

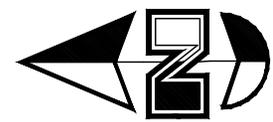
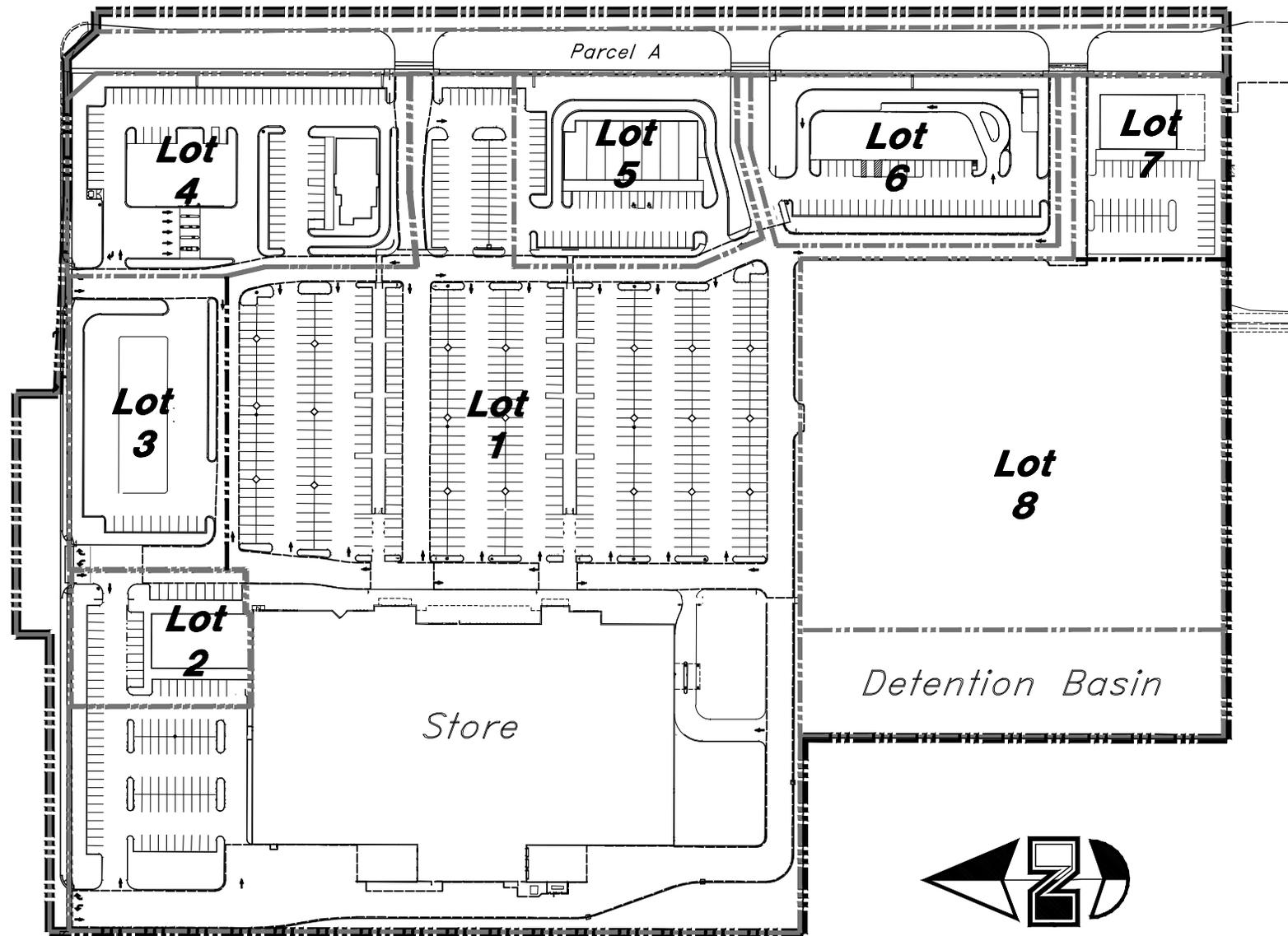
Contains 581,416 sq. ft.
or 13.347 acres

EXHIBIT “C”
Site Plan



2000 West Street (SR108)

300 North Street (SR107)



(Not to Scale)

Designed By: CE
 Drafted By: CE
 Client Name: Smith's
 The Point
 May 21, 2015

Sheet No.
Exhibit C

The Point
 Site Plan - Lots 1, 2, 3, 4,
 5, 6, 7 & 8

AWA
 ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWaengineering.net

EXHIBIT “D”
West Point City Municipal Code Modifications

Title 15

15.20.040 Roadway Improvements.

A. The developer shall place curb, gutter and sidewalk at the proper location as determined by the City engineer and the Utah Department of Transportation along the frontage of the property for the 300 North (SR107) minimum road right-of-way half width of 33 feet. Right turn lane dedications and other roadway improvements required for access approval by the Utah Department of Transportation shall be provided in addition to this minimum width.

Developer shall cause to dedicate, sell, or otherwise transfer (as agreed to by Developer and the applicable recipient) to the Utah State Roadway Commission and/or the Utah Department of Transportation, as applicable 33 feet of the Developer Property located consisting of the existing right of way easement adjacent to 2000 West (SR108) as measured from the existing Section Line in accordance with the published right-of-way acquisition process. In addition, if additional right-of-way is necessary for the future widening of 2000 West (SR108), Developer shall sell such additional land to the Utah State Roadway Commission and/or the Utah Department of Transportation, as applicable, in accordance with the published right-of-way acquisition process.

15.20.120 Landscaping

A. The developer shall landscape not less than 15 percent of the overall site including all required front, side and rear yards. Individual pad approvals may be authorized for construction resulting in phased periods when overall landscaped area is less than 15 percent. The minimum project landscape requirement shall be completed prior to occupancy of the last developed pad, or as soon as possible thereafter as weather permits. The developer must provide an acceptable method of watering all plant materials, in accordance with an approved landscape plan. Such landscaping shall use plant materials appropriate for this area and emphasize trees and other larger ornamental plants.

B. The landscaping shall be completed within each individual parcel, lot or pad before occupancy, or as soon thereafter as weather permits. If landscaping is not completed before occupancy, the developer shall provide the required guarantee of improvements to guarantee completion of the landscaping.

C. Landscaping shall be installed in all park strips to the same standard as on-site landscaping as well as a minimum of one tree every 50 feet of frontage.

D. Parking Lot Landscaping

1. Curbed planters with two-inch or larger shade trees and grass, shrubs or rock mulch ground cover shall be installed at the ends of parking rows. Planters shall be at least five feet wide.

2. For every 10 double row parking spaces, 20 spaces total, there shall be a tree diamond. Tree diamonds with one 2-inch or larger caliper shade tree, irrigation and rock mulch ground cover shall be installed within parking areas. Diamonds shall be a minimum 6 foot inside dimension.

3. For every 5 single row parking spaces, landscape areas immediately fronting the parking stalls shall provide one minimum two-inch caliper trees planted with grass, shrubs and rock mulch ground covers.

4. Minimum five-foot landscaped planters shall be provided around building foundations except at building entrances, drive-up windows and loading and utility areas.

5. All landscaped areas adjacent to parking areas shall be curbed.

E. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of the site plan approval.

F. Exceptions to the minimum landscaping standards may be granted by the planning commission during the standard approval process.

15.20.160 Architectural standards.

The following exterior materials and architectural standards are required for the Shopping Center.

A. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with site plan review. In projects containing multiple buildings, a design layout containing architectural theme, features, exterior materials and colors governing the entire project shall be submitted.

B. Masonry materials, either brick, stone, stucco or a combination thereof, will be required on the exterior of all buildings within the development. The minimum area of masonry required will be determined by multiplying the outside perimeter of the building by four feet. The masonry used can be as a wainscot around the periphery of the building or a higher percentage at the main entrance(s). Corner lots and lots fronting/facing 2000 West (SR108) and 300 North (SR107) shall provide masonry or stucco materials on the front and sides of the building facing the street(s).

C. Articulation and Windows. All street facing facades shall meet the following minimum standards for articulation, as illustrated in Figure 15.20.160-1. For purposes of this section "articulation" shall mean the emphasis of elements on the face of a wall including a change in setback, materials, roof pitch or height.

1. Horizontal Articulation. No plane of the building wall shall extend for a horizontal distance greater than two times the height of the wall without having an off-set of at least three percent of the wall's height, and that new wall plane shall extend for a distance equal to at least five percent of the maximum length of the first plane.

2. Vertical Articulation. No wall shall extend for a horizontal distance greater than two times the height of the wall without changing height by a minimum of 12 percent of the wall's height. Where allowed, a pitched roof may be considered as vertical articulation. For building walls greater than 400 feet in length, walls may not extend for a distance greater than three times the height of the wall without changing height by a minimum of 15 percent of the wall's height.

3. All building facades that face public streets shall have windows along at least 25 percent of their horizontal length. If 25 percent actual windows is not feasible because of the nature of the

use of the building facade, then the remainder of such walls shall include false windows or landscaped green screens. False windows shall consist of either glazing or pattern, and defined by frames, sills, and lintels, or similarly proportioned features. Landscape green screens shall consist of materials consistent with architectural themes, coated or other specific non-corrosive materials, and specified landscape plantings as approved by the planning commission.

F. The exterior walls of all commercial and industrial buildings shall be properly maintained by the owners.

G. Alternative materials and a variation in the required horizontal articulation, vertical articulation, windows, either real or false, and percentage of masonry product may be approved by the planning commission if it can be shown that the finished product shall be improved with the variations.

B.

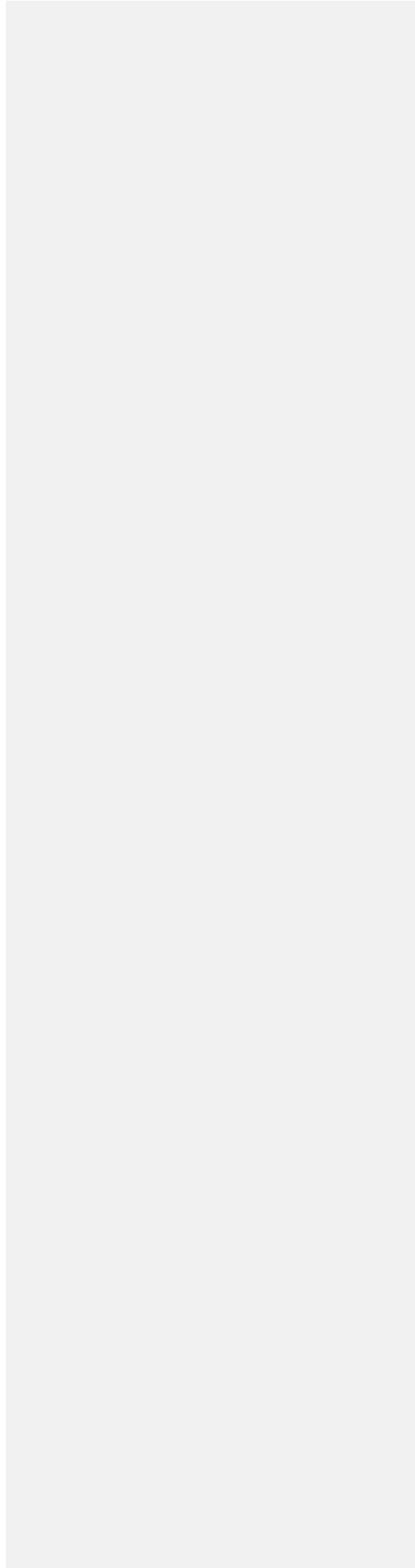
Title 16 Subdivision

Section 16.05.100 Subdivision improvements required.

L. Landscape Standards. A landscape and irrigation plan shall be submitted and approved by the planning commission. The sidewalk and parkstrip shall be incorporated into the landscape design and are subject to review and approval by the planning commission. Landscaping shall include street trees, grass, and shrubs. One two-inch caliper tree shall be required for every 50 feet of frontage. Trees must be picked from the City approved list and comply with the requirements of Rocky Mountain Power for under power line installations. Overhead power lines exist on 300 North (SR107) and 2000 West (SR108). Tree spacing shall be adjusted to provide clear sight triangles at intersection corners, access points, monument signs, and pylon signs in accordance with the American Association of State Highway and Transportation Officials (AASHTO) publication A Policy on Geometric Design of Highways and Streets Chapter 9.

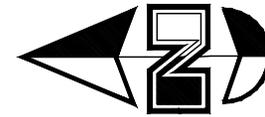
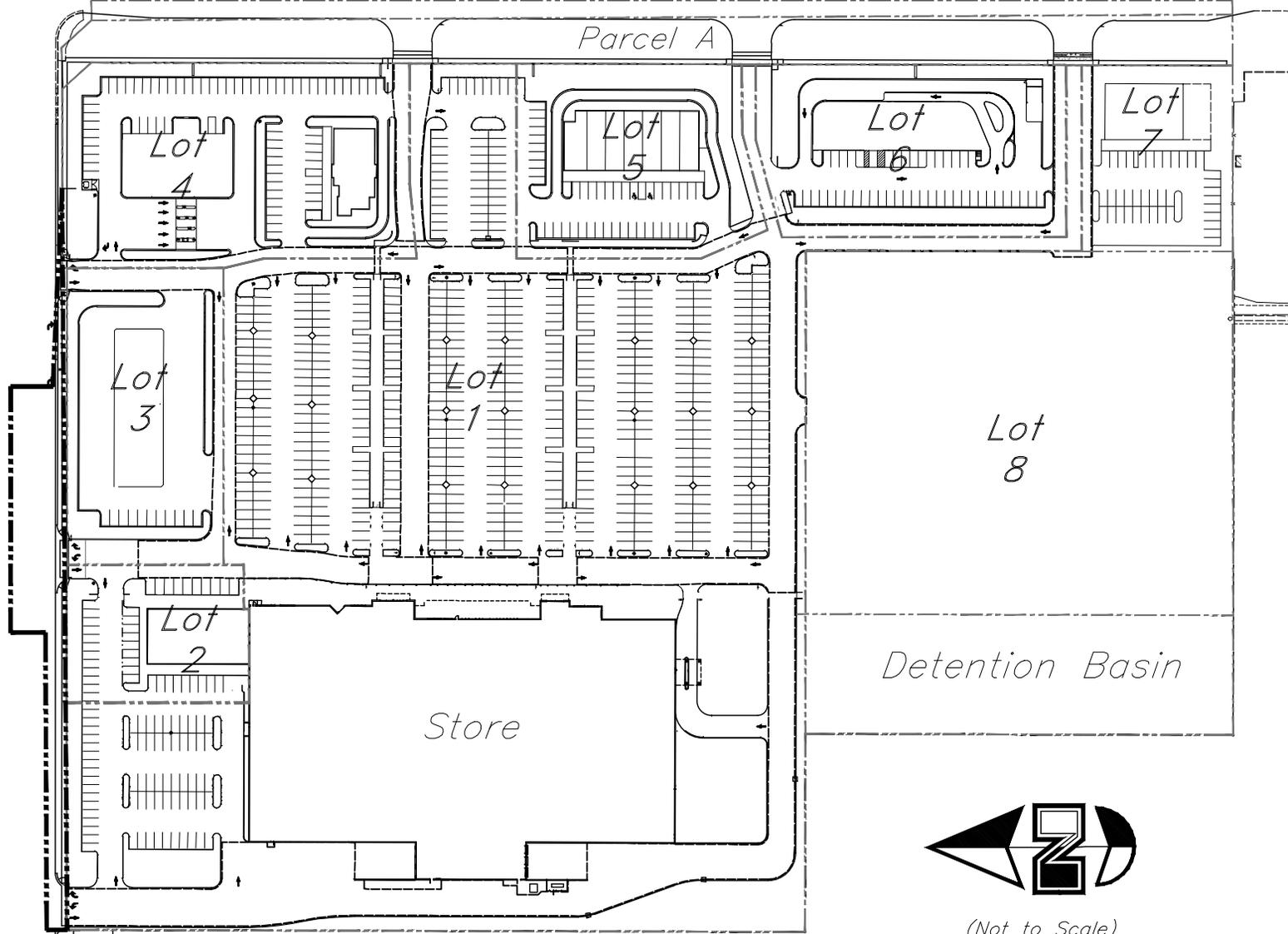
The Utah Department of Transportation is planning to widen 2000 West(SR108) and portions of 300 West(SR107), parkstrip landscape improvements along 300 West(SR107) shall include street trees, grass, shrubs, rock mulch, etc. as proposed by the developer and approved by the planning commission. Parkstrip landscaping and the future widened portion of 2000 West shall be landscaped with rock mulch only without plantings or irrigation sprinkling between the sidewalk and the edge of asphalt as approved by the Utah Department of Transportation. At the time of completion of future widening, City shall enter into a betterment agreement with the Utah Department of Transportation for the installation of parkstrip landscape improvements. Frontage improvements within the parkstrip shall be irrigated and maintained by the abutting property owner.

EXHIBIT "E"
300 North Right of Way



300 North Street (SR107) Dedication For Public Use: 17,663 sq. ft. or .405 acres

2000 West Street (SR108) Dedication For Public Use



(Not to Scale)

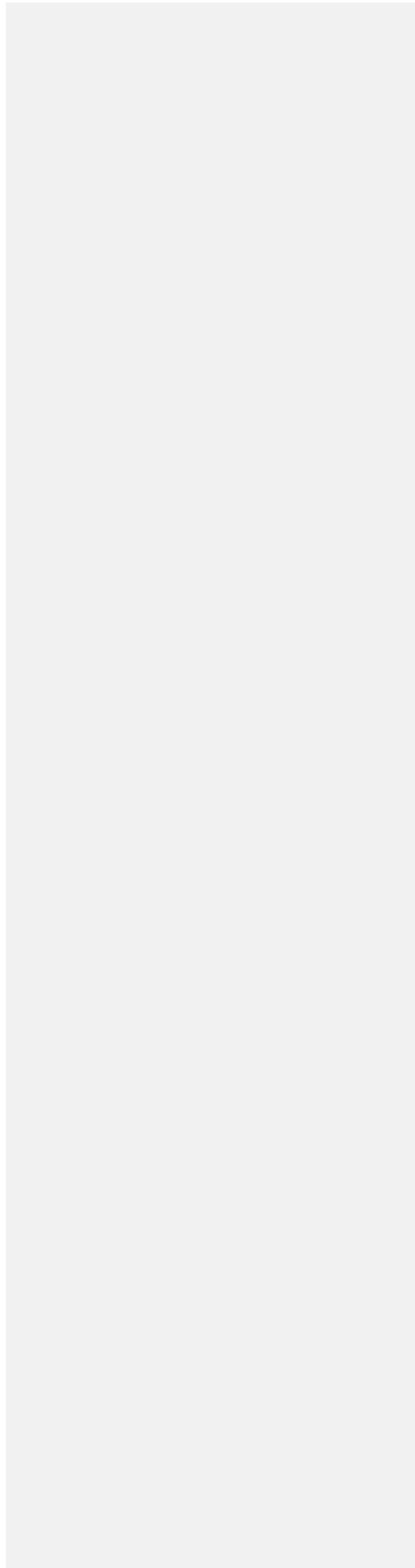
Designed By: CE
Drafted By: CE
Client Name:
Smith's
The Point
May 21, 2015

Sheet No.
Exhibit E

The Point
300 North Dedication

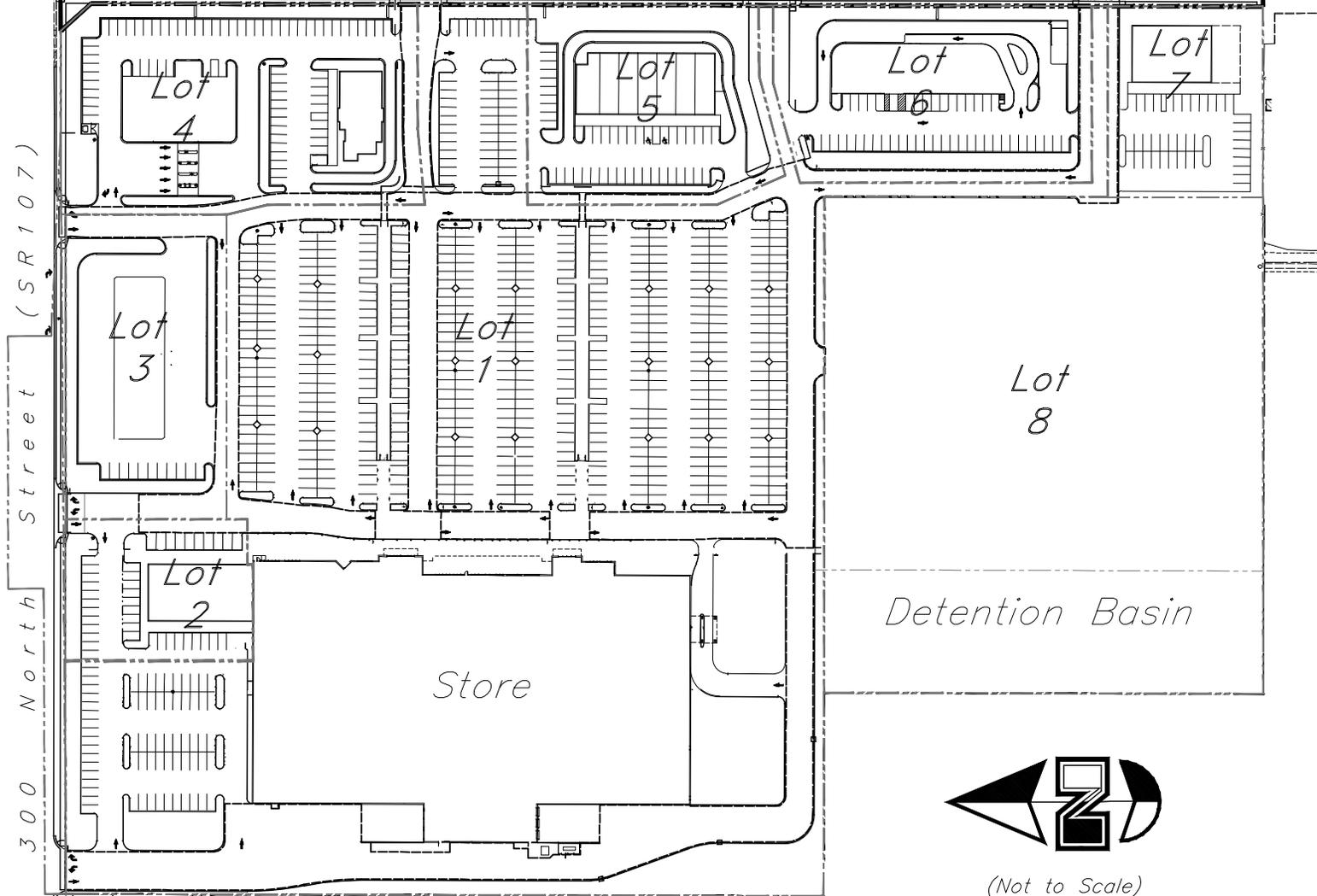
AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801-521-8529 - AWAengineering.net

EXHIBIT “F”
2000 West Right of Way



2000 West Street (SR108) Dedication For Public Use: 40,656 sq. ft. or .933 acres

Parcel A Sell For Future Public Use: 53,370 sq. ft. or 1.225 acres



Designed By: CE
Drafted By: CE
Client Name:
Smith's
The Point
May 21, 2015

Sheet No.
Exhibit F

The Point
2000 West Sell or
Dedication

AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net