



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
May 17, 2016

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

ADMINISTRATIVE SESSION

5:30 pm (Board Room)

1. Discussion of Animal Control Agreement with Davis County Animal Control – Mr. Kyle Laws [page 5](#)
2. Discussion of Solid Waste Services (Garbage, Recycling, Green Waste) – Mr. Evan Nelson [page 21](#)
3. Discussion of Upcoming Subdivisions – Mr. Boyd Davis [page 23](#)
4. Discussion of Interlocal Agreement regarding the Pollution Prevention Program – Mr. Boyd Davis [page 29](#)
5. Discussion of FY2017 Tentative Budget – Mr. Evan Nelson [page 53](#)
6. Discussion of FY2017 Tentative Budget for the CDRA of West Point City – Mr. Evan Nelson [page 53](#)
7. Discussion of 520 N Protection Strip

CDRA MEETING

(Council Chamber)

1. Call to Order
2. Communications and Disclosures from Board
3. Communications from Staff
4. Consideration of Approval of Minutes from the May 3, 2016 CDRA Meeting [page 67](#)
5. Consideration of R-05-17-2016A, the Adoption of the FY2017 Tentative Budget for the CDRA of West Point City – Mr. Evan Nelson [page 69](#)
6. Motion to Adjourn

GENERAL SESSION

7:00 pm (Council Chamber)

1. Call to Order
2. Pledge of Allegiance
3. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment Follow-Up – Mr. Kyle Laws
7. Citizen Comment (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
8. Consideration of Approval of Minutes from the May 3, 2016 City Council Meeting [page 73](#)
9. Miss West Point Royalty
10. Consideration of Resolution No. 05-17-2016A, the Adoption of the FY2017 Tentative Budget for West Point City and All Related Agencies – Mr. Evan Nelson [page 71](#)
11. Consideration of Resolution No. 05-17-2016B, Approving the Interlocal Cooperation Agreement with Davis County for Animal Control Services – Mr. Kyle Laws [page 19](#)
12. Final Approval of the Amended Plat for the Davis Farms South Lot 7 – Mr. Evan Nelson [page 79](#)
13. Consideration of Resolution No. 05-17-2016C, Release of Easement on Glendale Subdivision Lot 14 – Mr. Boyd Davis [page 81](#)
14. Consideration of Approval of the 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit – Mr. Boyd Davis [page 31](#)
15. Motion to Adjourn

CLOSED SESSION

Immediately following the General Session (Board Room)

1. Call to Order
2. Pursuant to UCA §52-4-205(1)(d), to discuss the purchase of real property
3. Motion to Adjourn Closed Session and enter the General Session

Posted this 12th day of May, 2016

CASEY ARNOLD, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: 6/7/2016

Administrative Session – 6:00 pm

1. Discussion of FY2017 Budget – Mr. Evan Nelson
2. Discussion of Interlocal Agreements with Davis County for Animal Control Services – Mr. Kyle Laws
3. Discussion of Animal Control Ordinance Regarding Cats– Mr. Kyle Laws
4. Discussion Regarding the Street Cut Permit Policy – Mr. Boyd Davis

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Public Hearing for the FY2017 Budget for West Point City – Mr. Evan Nelson
 - a. Public Hearing

CDRA Meeting

1. Public Hearing for the FY2017 Budget of the CDRA for West Point City – Mr. Evan Nelson
 - a. Public Hearing

Closed Session

1. Pursuant to UCA §52-4-205(1)(a), to discuss personnel

Date: 6/21/2016

Administrative Session – 6:00 pm

1. Discussion of the Property Tax Rate for the 2016 Taxable Year for West Point City – Mr. Evan Nelson

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Consideration of Resolution 06-21-2016A, the Adoption of the FY2017 Schedule of Fees for West Point City and All Related Agencies – Mr. Evan Nelson
3. Consideration of Resolution No. 06-21-2016B, Adoption of the Property Tax Rate for the 20156 Taxable Year for West Point City – Mr. Evan Nelson
4. Consideration of Ordinance No. 06-21-2016 A, Adoption of the FY2017 Final Budget and Compensation Schedule for Employees and Officers of the City – Mr. Evan Nelson

CDRA Meeting

1. Consideration of Resolution No. R06-21-2016A, Adoption of the FY2017 Final Budget for the CDRA of West Point City - Mr. Evan Nelson
2. Consideration of Resolution No. R06-2016B, Adoption of the CDRA of West Point City Meeting Schedule for Calendar Year 2016 – Mr. Kyle Laws

Date: 7/5/2016

No Meeting

FUTURE ITEMS

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Building Rental Fees & Policy – Mr. Kyle Laws
3. Interlocal Agreement with Davis County for Property use West of Blair Dahl Park – Mr. Kyle Laws
4. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws
5. Consideration of Approval of the Payback Agreement for the Homewood Subdivision – Mr. Boyd Davis
6. Consideration of Final Approval of the Mackay Subdivision– Mr. Boyd Davis
7. Discussion Regarding the Junk Car Ordinance – Mr. Boyd Davis

General Session

1. Citizen Comment Follow-Up – Mr. Kyle Laws

CDRA

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

January

- 1 New Year's Day-Closed
- 5 City Council-7pm
- 11 Senior Lunch-11:30am
- 14 Planning Commission-7pm
- 18 Martin Luther King Day-Closed
- 19 City Council-7pm
- 28 Planning Commission-7pm
- 29-30 Council Retreat

February

- 8 Senior Lunch-11:30am
- 10 Council/Staff Lunch-11:30am
- 11 Planning Commission-7pm
- 15 Presidents Day-Closed
- 16 City Council-7pm
- 25 Planning Commission-7pm

March

- 1 City Council-7pm
- 10 Planning Commission-7pm
- 15 City Council-7pm
- 21 Senior Lunch-11:30am
- 24 Planning Commission-7pm
- 26 Easter Egg Hunt-10am

April

- 5 City Council-7pm
- 14 Planning Commission-7pm
- 18 Senior Lunch-11:30am
- 19 City Council-7pm
- 28 Planning Commission-7pm

May

- 3 City Council-7pm
- 5 Cemetery Cleaning
- 7 Take Pride Day
- 11 Council/Staff Lunch-11:30am
- 12 Planning Commission-7pm
- 16 Senior Lunch-11:30am
- 17 City Council-7pm
- 26 Planning Commission-7pm
- 30 Memorial Day-Closed

June

- 7 City Council-7pm
- 9 Planning Commission-7pm
- 11 Miss West Point Pageant SHS-7pm
- 20 Senior Lunch-11:30am
- 21 City Council-7pm
- 23 Planning Commission-7pm

July

- 4 Independence Day-Closed
- 5 City Council-7pm
- 14 Planning Commission-7pm
- 18 Senior Lunch 11:30am
- 19 City Council-7pm
- 25 Pioneer Day-Closed
- 28 Planning Commission-7pm

August

- 2 City Council-7pm
- 4 Summer Party-5pm
- 11 Planning Commission-7pm
- 16 City Council-7pm
- 19 Senior Dinner-5:00pm
- 25 Planning Commission-7pm

September

- 5 Labor Day-Closed
- 6 City Council-7pm
- 8 Planning Commission-7pm
- 19 Senior Lunch-11:30am
- 20 City Council-7pm
- 22 Planning Commission-7pm

October

- 4 City Council-7pm
- 6 Cemetery Cleaning
- 12 Council/Staff Lunch-11:30am
- 13 Planning Commission-7pm
- 14 Halloween Carnival-7pm
- 17 Senior Lunch-11:30am
- 18 City Council-7pm
- 27 Planning Commission-7pm

November

- 1 Election Day
- 5 Flags on Veteran's Graves YC
- 10 Planning Commission-7pm
- 11 Veteran's Day-Closed
- 15 City Council-7pm
- 21 Senior Lunch-11:30am
- 24-25 Thanksgiving-Closed

December

- 2 Christmas Party-7pm
- 5 City Hall Lighting Ceremony-6:00 pm
- 6 City Council-7pm
- 8 Planning Commission-7pm
- 19 Senior Lunch-11:30am
- 20 City Council-7pm
- 23 Cemetery Luminary-4pm
- 26-27 Christmas-Closed

January 2017

- 6-7 Council Retreat

City Council Staff Report

Subject: Interlocal Agreement with Davis County Animal Services
Author: Kyle Laws
Department: Executive
Date: May 17, 2016



Background

Last May, 2015, Davis County held a meeting with all cities in the County to discuss the future of Animal Control. Specifically, they wanted to inform us that they were subsidizing too much of the costs and felt the cities should be paying more. At the time the cost share was about 37% cities (collectively) and 63% County. They proposed jumping to a 50/50 split and then increasing to a 90/10 split by 2021. Of course this didn't sit well with us and we pushed back. For the last year, we (the cities) have collectively been working on a solution to the contract. At least we have come to terms and conditions that we all agree on.

Analysis

Early on in our meetings, we came up with several issues that needed to be addressed if fees were to increase. Some of those included:

- Shelter and user fees to make sure the County is charging enough
- Level of Service being provided
- What constitutes a call for service
- Appropriate staffing levels
- Appropriate cost share (county vs. cities)
- Term length and new contract date
- Creation of committee that includes City representation as well as County

We also learned that the current shelter is in major need of repairs and that the County doesn't have the funding to pay for those capital expenses alone.

After a year of meetings and discussions, we have discussed these and many other issues and have come to an agreement on a new contract. Some of the changes to this contract include:

- 50/50 cost share (cities vs. county) with no plan to change
- 50/50 share in Capital Projects, each cities portions to be based on the previous year's usage rate. For West Point City that is 3.81%, or \$2,141.22 for 2016 Calendar Year
- A new 5-year contract, ending December 31, 2020
- The County shall be obligated to satisfy the shortfall between actual amounts expended and all of the actual revenues for each calendar year.

- The creation of a Budget Advisory Committee consisting of two representatives designated by the County, and two City Managers recommended by the City Managers from the Combined Cities.

While it has been a long process, it has been worth the time to discuss issues that needed to be resolved in order for the cities to feel comfortable with an increase in costs.

Financially, what does this mean for West Point City? Last year (Calendar Year 2015) the City's cost for animal control services was \$21,735.59. As in the past, the charges are based on the previous year's usage of Animal Care & Control by our residents. The fee paid by the City provides full 24-hour animal care and control services, including the housing and processing of stray animals. The City's costs will either increase or decrease based on the number of calls received the previous year. The cost for this year (Calendar Year 2016), as outlined in the new Interlocal Agreement is:

- \$26,257.46 for general animal control services
- \$1,673.75 for wild animal calls and services
- \$2,141.22 for capital projects fund regarding the Shelter

The total cost is \$30,072.43. Our Budget for FY2017 is \$34,000. We set the budget in anticipation of these increases although, at the time, we weren't sure exactly what the amount would be.

As previously mentioned, the new Interlocal Agreement goes through December 31, 2020.

Recommendation

Staff recommends Council approve Resolution No. 05-17-2016B the Interlocal Cooperation Agreement with Davis County for Animal Care & Control services.

Significant Impacts

No significant impacts at this time.

Attachments

- Interlocal Agreement between Davis County and West Point City for Animal Control Services.
- Resolution No. 05-17-2016B

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Point City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the “Department”), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the “Shelter”);

D. WHEREAS, the City desires to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City’s limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City’s animal control ordinance;
- 2) Issue notices of violation of the City’s animal control ordinance;
- 3) Issue citations for violations of the City’s animal control ordinance;
- 4) Collect fees and costs pursuant to the City’s animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department’s emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

Unless the Parties enter into a separate and subsequent agreement regarding justice court services and the prosecution thereof, the prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the County's responsibility; not the City's responsibility. Any fines collected for such violations shall be retained by the County and court, as specified by law, and the City shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<p><u>To the City:</u> West Point City Attention: City Manager 3200 W 300 N West Point, UT 84015</p>	<p><u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025</p>
----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Representatives”), agrees and promises to indemnify and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

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

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

WEST POINT CITY

Mayor

Dated: _____

ATTEST:

West Point City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Point City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	<u>\$1,895,237</u>
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	<u>\$516,893</u>
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 <u>- \$516,893</u> \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 <u>x 0.50</u> \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		440
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		440/ <u>11,543</u> 3.81%
The City's 2016 Calendar Year Obligation to the County:		\$26,257.46

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	65
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$1,673.75

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	3.81%
The City's 2016 Calendar Year Obligation to the County:	\$2,141.22

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

RESOLUTION NO. 05-17-2016B

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT WITH DAVIS COUNTY FOR
ANIMAL CONTROL SERVICES IN WEST POINT CITY**

WHEREAS, West Point City, a Municipal Cooperation, 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, Davis County provides animal care and control services through the Davis County Animal Care and Control Department under the direction of the Animal Control Director and employees as provided and described in Utah State Code 53-13-105, Utah Code Annotated;

WHEREAS, Davis County and the City desire to enter into a new agreement for Animal Control Services;

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

The West Point City Council affirms that the Mayor is authorized to sign the Interlocal Cooperation Agreement between Davis County and West Point City for Animal Control Services, as attached.

PASSED AND ADOPTED this 17th day of May, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

City Council Staff Report

Subject: Recycling Rate
Author: Evan Nelson
Department: Administrative Services
Date: May 17, 2016

BACKGROUND

All recyclable materials collected through the City's recycling program are taken to the Weber County Transfer Station. The County began charging a tipping fee of \$20 per ton at the end of March, 2016. The Council directed staff to analyze the effect of this increase and the possible need for an increase to the recycling rate. The figures in this report are based on an analysis of data from May 2015 through March 2016.

ANALYSIS

West Point City collects an average of 26.49 tons of recyclables each month. This results in a new expense averaging \$530 per month, or \$6,360 per year. The average increased cost per can per month is \$0.29.

The operations of the Waste Fund are supported by the rates charged for services provided. The margin between our revenues and our collection/disposal expenses is used to cover fund operations. For example, we pay our hauler \$3.65 and Wasatch Integrated \$2.00 per greenwaste can per month, totaling \$5.65. Residents pay the City \$6.00 per can per month, resulting in a margin of \$0.35 per can per month.

The margins are shown in the table below:

Solid Waste Margins Per Can, Per Month					
	Collection Exp.	Tipping Exp.	Total Expense	Revenue	Margin
Recycling	\$ 3.65	\$ 0.29	\$ 3.94	\$ 4.75	\$ 0.81
Garbage 1st	\$ 3.20	\$ 5.20	\$ 8.40	\$ 11.50	\$ 3.10
Garbage Add	\$ 1.50	\$ 5.20	\$ 6.70	\$ 9.00	\$ 2.30
Greenwaste	\$ 3.65	\$ 2.00	\$ 5.65	\$ 6.00	\$ 0.35

Prior to initiation of the new tipping fee, the recycle can total expense was \$3.65 with a margin of \$1.10.

We need to decide whether to allow the Waste Fund to absorb the increased cost or to pass the increase on to rate payers. The Waste Fund could cover the increase, and still meet current operational needs, and some capital needs. However, the increased operational cost will decrease the amount available for future capital needs by approximately \$6,360 per year.

RECOMMENDATION

Staff recommends that the Council discuss the solid waste fees and provide direction regarding possible rate changes.

SIGNIFICANT IMPACTS

No significant impacts.

ATTACHMENTS

None.

City Council Staff Report

Subject: Subdivisions Update
Author: Boyd Davis
Department: Community Development
Date: May 17, 2016

Background

There are several subdivisions that are currently in process. This report includes an update on each project and that current approval status. As each project progresses they will be forwarded to the Council for final approval. This report is intended to keep the Council up to date and to address any issues early in the process.

Analysis

West Edge Subdivision (1300 N 5000 W – Duane Singleton, applicant)

This project includes four lots on the west side of 5000 W. It is on the Planning Commission agenda for final approval on May 12, and it is expected to be approved. The biggest issue with this project is postponing the curb, gutter, and sidewalk. Typically, on a project of this size the improvements would be required, however, the location of the existing street does not accommodate the improvements. It would be better to install them at a future date. There is no curb and gutter within a mile of this project.

Bennett Century Farms Subdivision (1300 N 4000 W – Craythorne Development, applicant)

The developer is requesting approval of both phases 1 and 2, which is allowed by code. Phase 2 includes large estate lots that are about an acre in size. The biggest issues for this development are storm drainage issues. The master plan calls for a regional detention pond in this area, which needs to be worked out. Also, the main storm drain outfall needs to cross under the Layton Canal, which will take time to get approval.

Craythorne Homestead (600 N 4000 W – Craythorne Development, applicant)

This project has been in process for some time, but ran into some issues with UDOT on the 4500 West access. They have decided to access phase 1 from the Cold Springs road rather than 4500 W to avoid the UDOT issues. They plan to improve Cold Springs road from 700 S to about 500 S. The biggest issues with this project are developing the storm drain, land drain, and sewer outfalls.

Wise Country Meadows Phases 2 & 3 Amended (Castle Creek Homes, applicant)

Castle Creek homes recently discovered that two homes were built in the wrong locations and crossed over two lot lines. Somehow the builder lined up off of the wrong property corner. They are planning to amend the plat to fix the error and to hopefully keep the same number of lots. We have not yet seen the proposal, but expect that it can be corrected.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

Attachments

Plat Maps

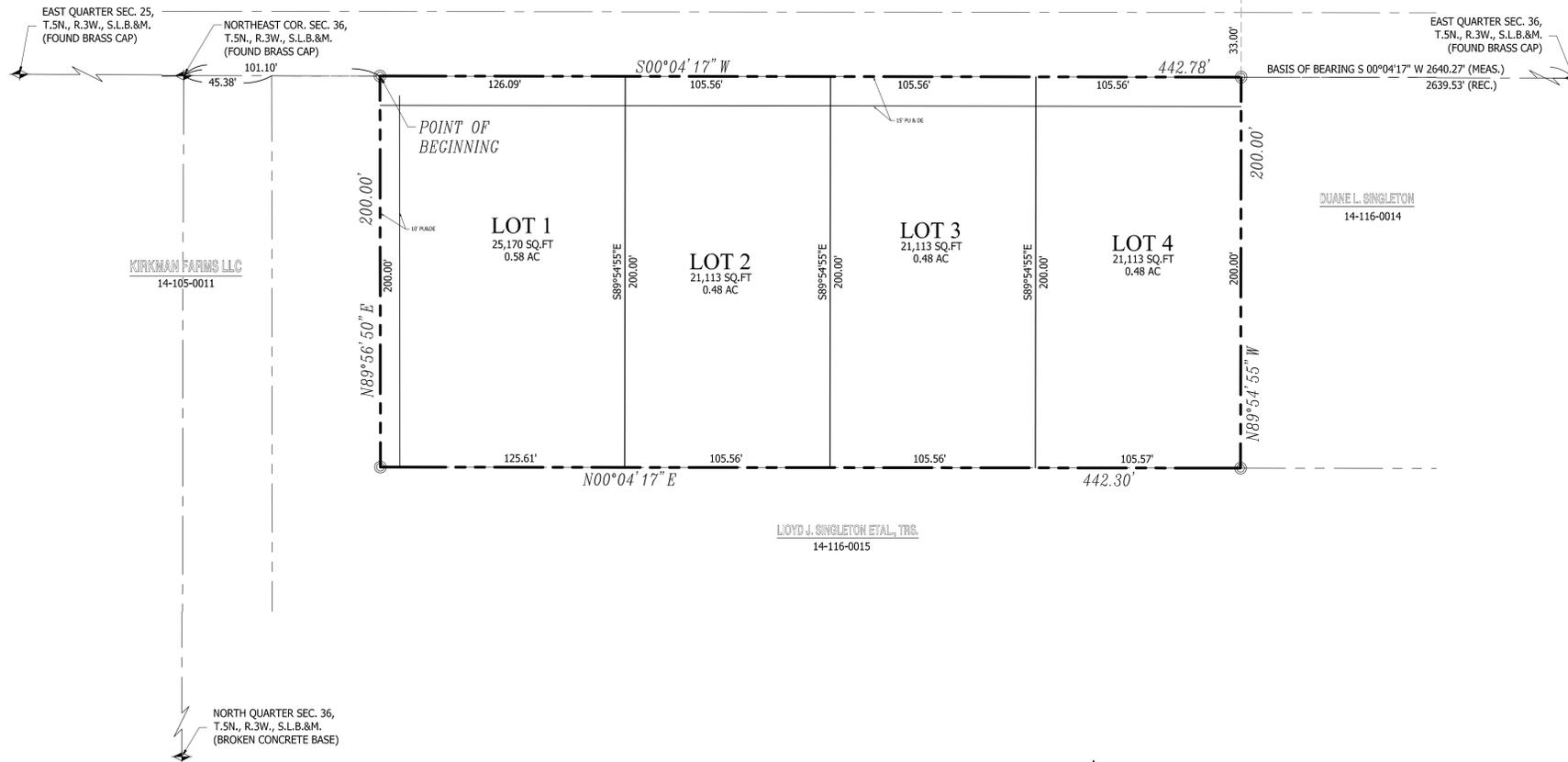
WEST EDGE SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 3 WEST, S.L.B.&M.,
WEST POINT CITY, DAVIS COUNTY, UTAH

LAWRENCE A. GARNER ETAL.
14-041-0008

1300 NORTH

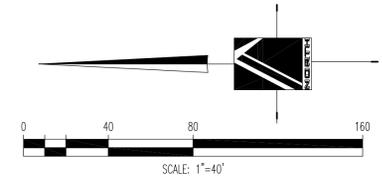
5000 WEST



LEGEND

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

NOTE: THIS SUBDIVISION IS IN LAND DRAIN ZONE C. FOUNDATION DRAINS AND SUMP PUMPS ARE REQUIRED ON ALL HOMES.



SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF 5000 WEST STREET, SAID POINT BEING LOCATED SOUTH 00°04'17" WEST ALONG QUARTER SECTION LINE 101.10 FEET FROM THE DAVIS COUNTY BRASS CAP MONUMENT LOCATED AT THE NORTHEAST CORNER OF SAID SECTION 36, AND RUNNING THENCE SOUTH 00°04'17" WEST ALONG QUARTER SECTION LINE 442.78 FEET TO THE NORTH LINE OF THE DUANE L. SINGLETON PROPERTY, SEE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 2480442 AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE NORTH 89°54'55" WEST ALONG SAID LINE 200.00 FEET; THENCE NORTH 00°04'17" EAST PARALLEL WITH SECTION LINE 442.30 FEET; THENCE NORTH 89°56'50" EAST 200.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 88,509 SQ.FT. (2.03 ACRES)

DATE _____ STEPHEN J. FACKRELL
LICENSE NO. 191517

OWNER'S DEDICATION

WE, THE _____ UNDERSIGNED OWNER(S) OF THE HERON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, HEREAFTER KNOWN AS WEST EDGE SUBDIVISION, AND DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON, AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAIN, AND IRRIGATION CHANNELS AND FACILITIES, AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS _____ DAY OF _____ A.D. 20____.

ACKNOWLEDGMENT

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

WEST EDGE SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH,
RANGE 3 WEST, S.L.B.&M.,
WEST POINT CITY, DAVIS COUNTY, UTAH

UTILITY COMPANY APPROVAL

ROCKY MOUNTAIN POWER _____ DATE _____
QUESTAR GAS _____ DATE _____
CENTURYLINK _____ DATE _____

CITY ATTORNEY'S APPROVAL

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

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE WEST POINT CITY PLANNING COMMISSION.

WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

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

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE WEST POINT CITY COUNCIL.
ATTEST:

WEST POINT CITY RECORDER WEST POINT CITY MAYOR

DAVIS COUNTY RECORDER

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

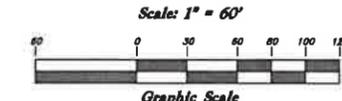
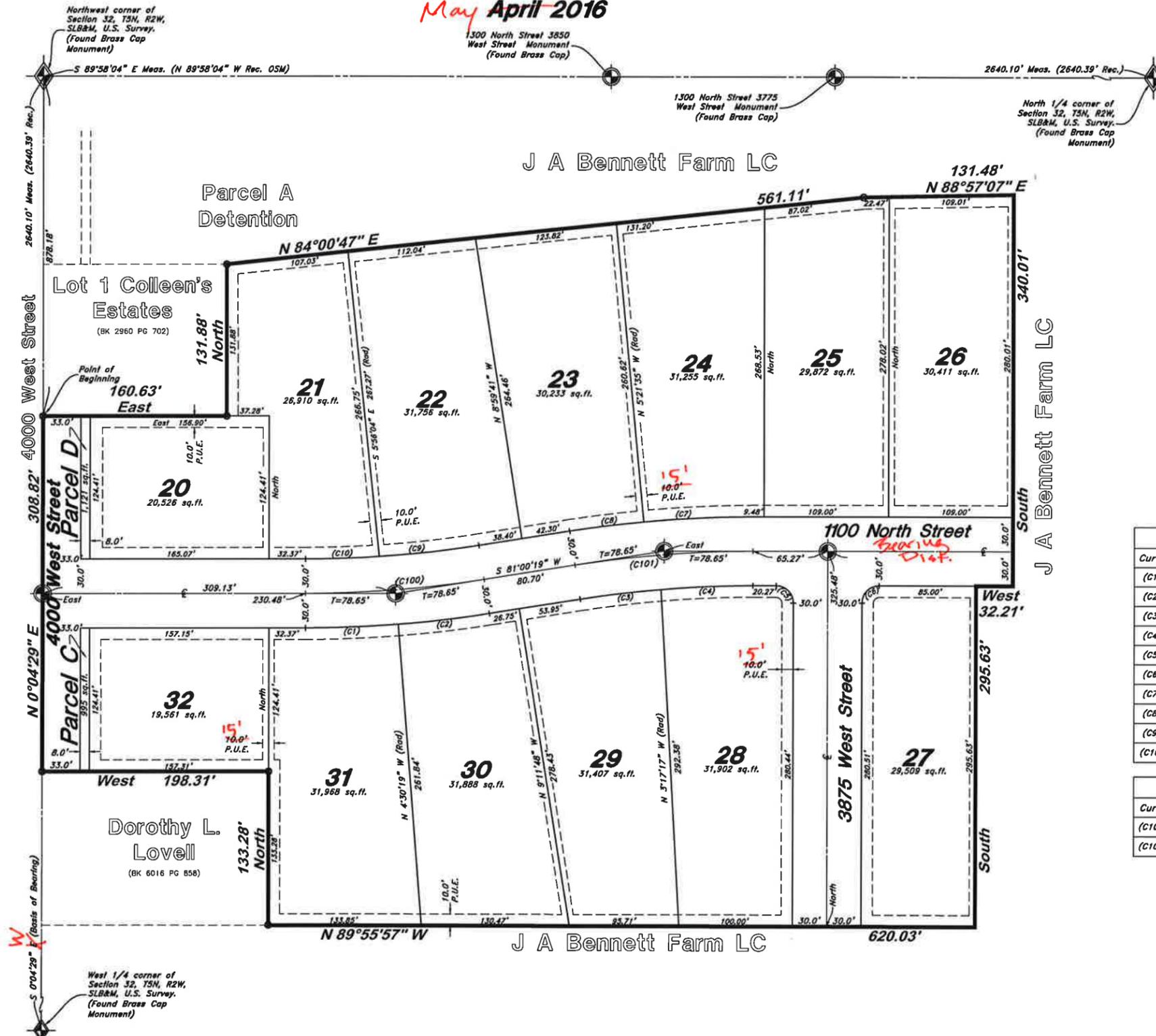
DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER



Bennett Century Farms - Phase 2

A part of the Southeast Quarter of Section 6, T4N, R2W, SLB&M, U.S. Survey
West Point City, Davis County, Utah

May April 2016



- LEGEND**
- ▲ Set Nail & Washer
 - Set 5/8 x 24" Rebar & GBE Cap
 - ◆ Section Corner
 - ◆ Street Monument
 - P.U.E. Public Utility Easement
 - (Rad) Radial
 - (N/A) Not Radial

PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	4°30'19"	1030.00'	80.99'	80.97'	N 87°44'50" E
(C2)	4°29'22"	1030.00'	80.70'	80.68'	N 83°15'00" E
(C3)	4°10'29"	970.00'	70.68'	70.66'	N 83°05'34" E
(C4)	4°49'12"	970.00'	81.60'	81.58'	N 87°35'24" E
(C5)	90°00'00"	15.00'	23.56'	21.21'	S 45°00'00" E
(C6)	90°00'00"	15.00'	23.56'	21.21'	N 45°00'00" E
(C7)	5°13'41"	1061.01'	96.81'	96.78'	S 87°15'15" W
(C8)	3°30'11"	1061.01'	64.87'	64.86'	S 82°53'19" W
(C9)	5°11'21"	970.00'	87.85'	87.82'	S 83°36'00" W
(C10)	3°48'20"	970.00'	64.43'	64.42'	S 88°05'50" W

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	8°59'41"	1000.00'	156.99'	156.83'	S 85°30'10" W
(C101)	8°59'41"	1000.00'	156.99'	156.83'	S 85°30'10" W

Sheet 2 of 2

DAVIS COUNTY RECORDER

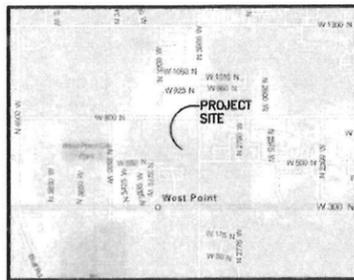
ENTRY NO. _____ FEE PAID _____
 RECORDED _____ FILED FOR RECORD AND
 IN BOOK _____ OF OFFICIAL
 RECORDS, PAGE _____ RECORDED
 FOR _____

DAVIS COUNTY RECORDER

BY: _____ DEPUTY

GREAT BASIN ENGINEERING INC.
 8746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801) 394-4515 B.L.D. (801) 521-0222 FAX (801) 392-7544
 WWW.GREATBASINENGINEERING.COM

W:\06N306 - Craythorne Bennett\06N306-BP1.dwg, 4/29/2016 3:10:47 PM, jblack, 1:1

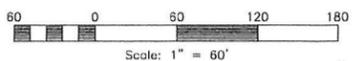


VICINITY MAP
NOT TO SCALE

WISE COUNTRY MEADOWS - PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
WEST POINT CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2013

- LEGEND**
- SECTION CORNER
 - SET STREET MONUMENT
 - BOUNDARY LINE
 - LOT LINE
 - ADJOINING PROPERTY
 - EASEMENTS
 - EXISTING FENCE LINE
 - SECTION TIE LINE
 - ROAD CENTERLINE
 - P.U.E. = PUBLIC UTILITY EASEMENT



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS: N00°01'48"W

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°01'48"W 1981.62 FEET AND S89°58'12"W 313.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG WISE COUNTRY MEADOWS PHASE 1 THE FOLLOWING SEVEN (7) COURSES: (1) S00°00'00"W 512.94 FEET; (2) S89°58'12"W 343.40 FEET; (3) S24°11'19"W 39.81 FEET; (4) N68°15'08"W 121.05 FEET; (5) N68°35'13"W 66.00 FEET; (6) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 68.32 FEET, A RADIUS OF 183.00 FEET, A CHORD BEARING OF S10°43'02"W, AND A CHORD LENGTH OF 67.93 FEET; AND (7) N89°55'44"W 85.00 FEET; THENCE N00°04'16"E 170.00 FEET; THENCE S89°55'44"E 20.99 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 42.22 FEET, A RADIUS OF 180.00 FEET, A CHORD BEARING OF S83°12'34"E, AND A CHORD LENGTH OF 42.12 FEET; THENCE N13°30'36"E 113.19 FEET; THENCE N89°55'37"W 11.60 FEET; THENCE N00°04'23"E 105.25 FEET; THENCE N08°50'00"E 60.42 FEET; THENCE N00°00'00"W 109.09 FEET TO A FENCELINE; THENCE S89°45'43"E ALONG SAID FENCELINE, 546.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 297,473 SQUARE FEET OR 6.829 ACRES

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	183.00'	68.32'	67.93'	34.56'	S10°43'02"W	21°23'28"
C2	180.00'	42.22'	42.12'	21.21'	S83°12'34"E	13°26'20"
C3	25.00'	20.32'	19.76'	10.76'	S23°15'13"W	46°34'03"
C4	55.00'	42.41'	41.37'	22.32'	N24°26'34"E	44°10'41"
C5	55.00'	58.44'	55.73'	32.32'	N28°04'44"W	60°52'38"
C6	55.00'	60.50'	57.50'	33.72'	S89°58'12"W	63°01'31"
C7	55.00'	58.44'	55.73'	32.32'	S28°01'08"W	60°52'36"
C8	55.00'	42.41'	41.37'	22.32'	S24°30'30"E	44°10'41"
C9	25.00'	20.32'	19.76'	10.76'	N23°18'49"W	46°34'03"
C10	117.00'	15.42'	15.41'	7.72'	S25°11'18"W	7°33'03"
C11	183.00'	53.77'	53.58'	27.08'	N20°32'46"E	16°50'07"
C12	183.00'	38.70'	38.63'	19.42'	N06°04'11"E	12°07'03"
C13	150.00'	19.77'	19.75'	9.90'	S25°11'18"W	7°33'03"
C14	150.00'	75.80'	74.99'	38.73'	N14°29'14"E	28°57'10"
C15	183.00'	2.59'	2.59'	1.29'	S21°49'04"W	0°48'35"
C16	183.00'	70.94'	70.50'	35.92'	S11°07'00"W	22°12'43"
C17	15.00'	21.80'	19.93'	13.33'	N19°24'25"W	83°15'32"
C18	120.00'	60.51'	59.87'	30.91'	N75°28'57"W	28°53'33"
C19	150.00'	75.84'	74.84'	38.64'	N75°28'57"W	28°53'33"
C20	180.00'	48.55'	48.40'	24.42'	N68°45'47"W	15°27'13"
C21	15.00'	23.56'	21.21'	15.00'	N73°57'49"E	90°00'00"
C22	117.00'	59.12'	58.50'	30.21'	N14°29'14"E	28°57'10"
C23	15.00'	23.55'	21.20'	14.98'	N44°57'29"W	89°56'16"
C24	15.00'	23.58'	21.22'	15.02'	N45°02'31"E	90°03'44"

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 3/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

MANY AREAS IN WEST POINT HAVE WATER PROBLEMS DUE TO A SEASONALLY HIGH (FLUCTUATING) WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT ANY BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS. SOLUTION OF THESE PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.

THIS SUBDIVISION IS IN LAND DRAIN ZONE D, BASEMENTS ARE ALLOWED WITH A SUMP PUMP OR A LAND DRAIN.

ALL P.U.E. ARE 10' EXCEPT INTERIOR LOT LINES WHICH ARE 7.5' AS NOTED ON PLAT

SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

DEVELOPER:

CASTLE CREEK HOMES
MIKE SCHULTZ
1798 W. 5150 S. #103
ROY, UTAH 84067
(801) 731-7618

WEST POINT CITY PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____, 20____
BY THE WEST POINT CITY PLANNING COMMISSION.

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

WEST POINT CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

WEST POINT CITY ENGINEER DATE

WEST POINT CITY COUNCIL
PRESENTED TO THE WEST POINT CITY COUNCIL THIS THE _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

WEST POINT CITY MAYOR CITY RECORDER

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

WEST POINT CITY ATTORNEY

SURVEYOR'S CERTIFICATE
I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF WISE COUNTRY MEADOWS - PHASE 2 IN WEST POINT CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEST POINT CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____
150228
UTAH LICENSE NUMBER ROBERT D. KUNZ
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT WISE COUNTRY MEADOWS - PHASE 2, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____
MIKE SCHULTZ
CASTLE CREEK HOMES

ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

PROJECT INFORMATION
Surveyor: R. KUNZ Project Name: WISE COUNTRY MEADOWS PHASE 2
Designer: N. ANDERSON Number: 3784-44
Begin Date: 09-12-13 Scale: 1"=60'
Checked: _____ Revision: _____



DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED _____ AT _____
IN BOOK _____ OF _____
THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER DEPUTY

City Council Staff Report

Subject: Davis County Storm Water Coalition Inter-local Agreement
Author: Boyd Davis
Department: Community Development
Date: May 17, 2016

Background

The Davis County Storm Water Coalition is a group formed by the 15 communities in the County to collectively accomplish requirements of the National Pollutant Discharge Elimination System (NPDES) as set forth by the Environmental Protection Agency (EPA). The purpose of the program is to educate the public and create policies that are aimed at eliminating sources of pollution found in storm water runoff.

Every city is required by the federal government to create a storm water management plan and obtain a permit that covers all storm water activities within the city. The permit allows several communities to collaborate in their efforts if there is the possibility to do so. The cities in Davis County decided that it would be beneficial to work together on many of the permit requirements and thus the Davis County Storm Water Coalition was formed.

Analysis

The Coalition was originally formed in 2003 by an Inter-local Agreement. The agreement was renewed in 2011 and expired in 2015. Although the agreement expired, the group has continued to function and perform the duties agreed upon because it has been beneficial, thus the agreement should be renewed. The new agreement would take effect immediately and expire in 2021. The timing of this renewal also coincides with new revisions to the permit by the EPA which make the agreement necessary.

The Inter-local Agreement has two main purposes; first, to set forth the activities that the cities agree to jointly implement, and second, to agree to share the costs of the various activities. The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2016 is \$1,815. This has been budgeted each year in the storm water fund. The activities coordinated by the Coalition consist mainly of educational and training materials and opportunities. For example, the Coalition contributes to TV commercials aimed at pollution prevention and also offers training classes to teach contractors how to prevent pollution entering the storm drains from construction sites.

The agreement has been reviewed by the City Attorney and all of his comments have been addressed. The agreement has also been reviewed by the attorney of each city in the County and has been approved by each.

Recommendation

Staff recommends that the City Council approve the 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County.

Significant Impacts

The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2016 is \$1,815. This has been budgeted each year in the storm water fund.

Attachments

Inter-local Agreement

**2016 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2016, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS.

WITNESSETH:

WHEREAS, the parties are “public agencies” and are authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their General Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Institutions, industrial and commercial facilities
 - iii. Developers and contractors (construction)
 - iv. Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel
 - ii. Create partnerships
 - iii. Obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote model ordinances, updates and standards that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- f. Jointly participate to develop draft Standard Operating Procedures
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, February 28, 2021) and for an additional 120 days from the effective date of the renewal of the Permit by the Division.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties and it cannot be altered except in a written amendment which is signed by the parties.

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

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

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

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

DAVIS COUNTY

By: _____
John Petroff, Jr., Chair
Davis County Commission

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF BOUNTIFUL

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF CENTERVILLE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF CLEARFIELD

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF CLINTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF FARMINGTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF FRUIT HEIGHTS

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF KAYSVILLE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF LAYTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF NORTH SALT LAKE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF SOUTH WEBER

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF SUNSET

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF SYRACUSE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF WEST BOUNTIFUL

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF WEST POINT

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date_____

CITY OF WOODS CROSS

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

City Council Staff Report

Subject: FY2017 Budget
Author: Evan Nelson
Department: Administrative Services
Date: May 17, 2016

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 3rd as required by law. Council and Staff discussed proposed changes to the budget related to personnel expenses and General Fund operating expenses. Our future budget discussion topics are summarized below.

May 17, 2016

- Capital Projects
- Special Revenue Fund
- Waste Fund
- Water Fund
- Storm Water Fund
- CDRA Fund
- Adoption of FY2017 Tentative Budget
- Adoption of FY2017 CDRA Tentative Budget

June 7, 2016

- Fee Schedule
- Compensation Schedule
- Property Tax Rate
- FY2017 Budget Public Hearing
- FY2017 CDRA Budget Public Hearing

June 21, 2016

- Adoption of FY2017 Final Budget
- Adoption of FY2017 CDRA Final Budget

ANALYSIS

Capital Projects

The attached Capital Projects Matrix outlines a recommended 5-year plan for construction and improvement projects in the City. In addition to showing what is budgeted for current projects, the document is also intended to highlight future needs that may or may not be funded. Projects on the Capital Projects Matrix are ranked on a priority scale from 1-5, with 1 being the most urgent and 5 being the least urgent.

The capital projects matrix includes a column for “FY2016 carry forward”. This section represents amounts that were budgeted but not expended during Fiscal Year 2016. Unless the project has been canceled and the funds reallocated, then the amount will be included in the next fiscal year’s budget. This allows us to complete projects that span multiple fiscal years.

Totals of the columns titled **FY2016 Carryforward** and **FY2017** represent actual proposed appropriations for FY2017. All future years are subject to future Council approval.

The capital projects discussion is divided into four sections: Projects Completed in FY2016, Projects Funded in FY2017, New Projects, and Projects with Funding Changes in FY2016.

Projects Completed in FY2016:

- *049 – 800 North Sidewalk Gap*
- *057 – Rebuild PRVs*
- *059 – Vehicle Replacement (Purchased two new Chevy Colorado pick-up trucks)*
- *060 – Equipment Replacement (Purchased a new Walker mower)*

Projects funded for FY2017 (This list includes projects with new appropriations in FY2017. Dollar amounts only include FY2017 appropriations. Some projects have carry-forward balances from previous fiscal years, which are also included in the budget, but are not listed here.):

- *012 – Street Maintenance* – The City’s practice has been to budget \$200,000 per year of Class C Road money to be used for road maintenance in accordance with the Street Maintenance Schedule. Over the past several years, our balance of Class C revenue has increased. Additionally, recent changes to state law will further bolster this revenue. These increases will allow us to complete road improvements at a faster pace than in the past. Therefore, we propose a budget of \$400,000 for street maintenance. (Street Maintenance Schedule attached)
- *013 – Sidewalk Maintenance* – An additional \$10,000 is budgeted for miscellaneous sidewalk repair projects.
- *014 – Street Vehicle Maintenance* – An additional \$10,000 is budgeted for street vehicle maintenance.
- *015 – Salt and Street Materials* – This project provides materials used for repairing roads and shoulders and for salt used in snow removal. This is an ongoing project with an additional \$15,000 budgeted.
- *021 – Sewer Master Plan/Impact Fee Analysis* – The time has come to update the Sewer Master Plan and Impact Fee Analysis. \$37,000 is budgeted for this project.
- *030 – Water Master Plan, Impact Fee Analysis, and Rate Study* – It is also time to update the Water Master Plan and Impact Fee Analysis. \$40,000 is budgeted for this project.

- *032 – 2000 West Water Line & Sewer Line (800 N to 300 N)* – An additional \$864,000 is budgeted for the next phase of the 2000 West Water Line & Sewer Line project.
- *058 – SR193 Landscaping and Pedestrian Improvements* – The City received \$22,463.03 that was left over from the SR193 landscaping project. This amount is available for additional landscaping improvements.
- *059 – Vehicle Replacement* – In accordance with the City’s Fleet Replacement Schedule, the budget includes funding to replace the 2012 Ford Crew Cab F350. \$45,747 has been allocated for this purchase. The expense will be shared between the Capital Projects, Waste, Water, and Storm Water Funds. While the Fleet Replacement Schedule also calls for the 2005 Chevy Trailblazer to be replaced, we recommend delaying this replacement until a future year. (Fleet Replacement Schedule attached)
- *060 – Equipment Replacement* - \$60,000 is appropriated to replace the Jacobsen lawn mower.
- *073 – 5 Year CIP* – This project has been set up to put money aside for future planned or unanticipated capital projects. An additional \$50,000 is budgeted.
- *075 – Park Improvements* – The purpose of this project is to fund improvements at our existing and future parks, with an appropriation of \$135,000 per year. The proposed improvements at Loy Blake Park are included in this project.
- *078 – West Point Military Memorial* – The City collects donations for the Military Memorial and passes the collections on to the Military Memorial Committee. An additional \$5,000 is budgeted for this project, which authorizes staff to pass on collected donations.

New Projects added to the Matrix:

- *083 – Streetlight LED Conversion* – This newly added project is to seek energy savings by converting existing streetlights to LED technology. A cost estimate for this project has not yet been calculated and funding has not yet been assigned.
- *084 – Chlorine Booster* – \$30,000 is budgeted in the Water Fund for the purchase of a chlorine booster to help regulate water quality and chlorine levels in the City’s culinary water system.
- *085 – 1300 North Storm Drain Line (3200 W. to 3700 W.)* – The installation of this storm drain line will be funded with impact fees and storm water user fees. Funding has not yet been appropriated. The anticipated cost is \$254,981.
- *086 – 1300 North Storm Drain Line (3700 W. to 4000 W.)* – This section of storm drain line is expected to be installed in connection with a proposed subdivision. The City will reimburse the developer using impact fees and storm drain user fees. The anticipated cost is \$169,987.
- *087 – 1800 North Storm Drain Line (3600 W. to 4000 W.)* – The installation of this storm drain line will be funded with impact fees and storm water user fees. Funding has not yet been appropriated. The anticipated cost is \$619,187.

- *088 – 300 North Maintenance (UDOT)* – In connection with the Smiths Marketplace development, West Point City accepted maintenance responsibility for 300 North between 2000 West and 3000 West. As part of this exchange, the Utah Department of Transportation gave the City \$134,000 of maintenance funding that had been allocated for that segment of the road.

Projects with Funding Changes in FY2016 (see “FY2016 Changes” column):

- *010 – 2300 W. 800 N. Intersection Improvements* – This project was completed and the budget was zeroed out.
- *017 – Well #3 Motor Starter* – This project was completed and the budget was zeroed out.
- *043 – Cemetery Perpetual Care* – The Cemetery Perpetual Care balance was updated to recognize additional revenues through 3/18/16. The balance is \$190,644 and is planned to be used on the Cemetery expansion project.
- *045 – 520 North Loop Completion & Parking Lot (3830 W. to 3650 W.)* – \$121,981 of General Fund surplus was removed from this project. General Fund surplus will be used for park improvements after impact fees have been expended. \$105,000 of Class C money was added to fund the road. \$223,018 of Park and Trail Impact Fees was added to fund the City’s share of the parking lot as well as other park improvements. \$15,000 of Storm Water Fund beginning balance was added to ensure sufficient funding for the new storm water line.
- *049 – 800 North Sidewalk Gap (2525 W. to 2700 W.)* – \$17,571.50 was added to complete this project.
- *057 – Rebuild PRVs* – \$944.24 was added to complete this project.
- *059 – Vehicle Replacement* – \$9,039 was subtracted from the Vehicle Replacement lines in the Capital Projects, Water, Waste, and Storm Water funds in FY2016. Additional funding is allocated in FY2017, as previously discussed.
- *060 – Equipment Replacement* – An additional \$8,000 was allocated to this project for the purchase of a new four-wheeler to be used for Public Works and Parks functions.
- *063– 200 S. Water Line* – This project was completed and the budget was zeroed out.
- *072 – Fiber Optics Connection* – This project was completed and the budget was zeroed out.
- *074 – 200 S. Trail (2000 W. to 4000 W.)* – This project was completed and the budget was zeroed out.
- *075 – Park Improvements* – An additional \$271,981 was added to this project to fund developments at Loy Blake Park.
- *076 – Transportation Master Plan & Road Impact Fee Study* – This project was completed and the budget was zeroed out.
- *077 – 300 North Ditch (4200 W. to 4500 W.)* – \$199 was added to complete this project.

- *078 – West Point Military Memorial* – \$5,000 was added to this project in FY2016 because donations came in higher than previously budgeted. Donations are passed on to the Military Memorial Committee.

Special Revenue Fund

- All revenues related to building permit fees are based on 20 building permits for the fiscal year. Revenue estimates in FY2016 were based on 50 permits, so a significant decrease is expected. These changes are reflected in each of the impact fee lines.
- Class C revenue is transferred from the General Fund into the Special Revenue Fund, into revenue line 45-33-90. The budget increased by \$53,300 based on legislative changes to Class C.
- A new revenue line was added to the Chart of Accounts for Local Option Roads as a result of the new sales tax passed by Davis County voters. This funding is restricted for use on roads, sidewalks, and trails. We anticipate receiving \$88,000 in FY2017.
- \$745,673 of fund balance is proposed to be expended on projects in the Special Revenue Fund.
- The remaining lines in the Special Revenue Fund tie into the capital projects discussed above.

Enterprise Funds

This section contains a brief summary of proposed changes in the Waste, Water, and Storm Water Funds. Some changes affecting these funds have already been discussed, including personnel changes and capital projects.

Waste Fund

- In the past, expenditures related to collecting and disposing of solid waste were tracked by function (i.e. collection, disposal). In the FY2017 Budget, we propose changing this so expenditures are tracked by service (i.e. garbage, recycling, greenwaste) rather than function. This will make it easier to see the costs of each service. We plan to discontinue using the two account lines titled, “Garbage Collection” and “Burn Plant”. In place of these, we propose adding the following three lines to the chart of accounts:

- 51-81-42 Garbage
- 51-81-43 Greenwaste
- 51-81-44 Recycling

In addition to changing the method of tracking, we have added \$13,980 to the budget to cover increased costs caused by new accounts and the addition of the recycling tipping fee.

- We have adjusted the budget to reflect increases to the sewer rates charged by North Davis Sewer District. This change increased the budget by \$117,578.

- As discussed previously, we have made adjustments to the allocations of operational expenditures across funds. The following changes are proposed in the Waste Fund:
 - Risk Management (\$5,000 decrease)
 - Credit Card Processing Fees (\$2,325 increase)
 - Auditor & Accounting Support (\$5,200 increase)
 - Phones (\$3,000 increase)

Water Fund

- Secondary Water expenses have increased between 1% and 3.5% each year over the past three years. While rates have not changed, the increase in costs is caused by a more accurate billing process as well as new growth in the City. We propose an increase of \$6,000 in FY2017 which is an increase of approximately 2.37% over projected FY16 expenditures.
- In FY15, depreciation expense exceeded the budget by a few thousand dollars. We propose increasing this expense line from \$75,000 to \$80,000.
- Weber Basin sent us a billing preview for the coming fiscal year, which shows a slight increase over last year. We propose increasing this expense line from \$145,000 to \$147,000.
- As discussed previously, we have made adjustments to the allocations of operational expenditures across funds. The following changes are proposed in the Water Fund:
 - IT Support and Contracts (\$2,000 decrease)
 - Risk Management (\$9,000 decrease)
 - Credit Card Processing Fees (\$1,312 increase)
 - Auditor & Accounting Support (\$5,200 increase)
 - Phones (\$3,000 increase)

Storm Water Fund

- As discussed previously, we have made adjustments to the allocations of operational expenditures across funds. The following changes are proposed in the Storm Water Fund:
 - Risk Management (\$2,500 decrease)
 - Credit Card Processing Fees (\$2,772 decrease)
 - Auditor & Accounting Support (\$1,300 increase)
 - Phones (\$600 increase)

Community Development and Revitalization Agency (CDRA) Budget

The CDRA will issue bonds within the next several weeks. Revenue from tax increment is anticipated to begin flowing to the CDRA in March of 2018. Not much activity is expected in FY2017. Therefore the budget includes a \$20,000 loan from the City to pay for possible administrative costs, if any are incurred. Once tax increment revenue begins to flow, the CDRA will begin making debt service payments according to the debt agreement.

RECOMMENDATION

Staff recommends the Council approve Resolution 05-17-2016A adopting the West Point City Fiscal Year 2017 Tentative Budget. Staff also recommends that the West Point CDRA approve Resolution R05-17-2016A adopting the West Point CDRA Fiscal Year 2017 Tentative Budget.

SIGNIFICANT IMPACTS

Financial impacts as outlined in the proposed tentative budgets.

ATTACHMENTS

- West Point City Fiscal Year 2017 Tentative Budget (provided in the previous packet)
- Capital Projects Matrix
- Fleet Replacement Plan
- Street Maintenance Schedule
- Resolution 05-17-2016A – West Point City Tentative Budget
- Resolution R05-17-2016A – CDRA Tentative Budget

Capital Project Matrix

Project No.	PROJECT DESCRIPTION	Priority	Project Type	Project Budget	Fund	GL Code	Revenue	Project Code	FY 2016 Original	FY 2016 Changes	FY 2016 Amended	2/29/2016	FY 2016 Carryforward	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded
003	East Park Softball Field	1	Parks	\$210,000	SR	45-51-90	Grant	0034508			\$0		\$0					
005	Property Acquisition (Blair Dahl Park)	1	Parks	\$135,000	Cap. Proj.	48-51-36	GF Surplus	0054810			\$0		\$0					
005	Property Acquisition (Blair Dahl Park)	1	Parks	\$135,000	Cap. Proj.	48-51-37	GF Surplus	0054810			\$0		\$0					
005	Property Acquisition (Blair Dahl Park)	1	Parks	\$135,000	SR	45-51-15	Park-Trail Impact Fee	0054505			\$0		\$0					
005	Property Acquisition (Blair Dahl Park)	1	Parks	\$135,000	SR	45-51-15	Park-Trail Impact Fee	0054505			\$0		\$0					
006	Power Installation East Park & Bingham Park	5	Parks	\$10,000	Cap. Proj.	48-51-25	GF Surplus	0064810			\$0	\$0.00	\$0					\$10,000
010	2300 W 800 N Intersection Improvements	1	Street	\$30,000	SR	45-51-95	Class C	0104511		\$1,988	\$0.00	\$0.00	\$0					
011	300 N Street Lights (2800 W to 3200 W)	2	Street	\$136,000	Cap. Proj.	48-51-20	GF Surplus	0114810			\$36,847	\$21,135.00	\$15,712					
012	Street Maintenance	1	Street	\$80,000	SR	45-51-95	Class C	0124511	\$200,000		\$247,456	\$45,884.69	\$201,571	\$400,000	\$400,000	\$400,000	\$400,000	
012	Street Maintenance	1	Street	\$23,325	Cap. Proj.	48-51-20	Misc. Revenue	0124820	\$23,325		\$23,325	\$23,325.00	\$0					
013	Sidewalk Maintenance	1	Street	\$10,000	SR	45-51-95	Class C	0134511	\$4,360		\$10,000	\$1,152.85	\$8,847	\$10,000	\$10,000	\$10,000		
014	Street Vehicle Maintenance	1	Street	\$5,000	SR	45-51-95	Class C	0144511			\$34,564	\$37.59	\$34,526	\$10,000	\$10,000			
015	Salt and Street Materials	1	Street	\$35,000	SR	45-51-95	Class C	0154511	\$15,000		\$27,873	\$14,301.62	\$13,571	\$15,000	\$15,000	\$15,000		
016	Street Vehicle Equipment	3	Street	\$50,000	SR	45-51-95	Class C	0164511			\$19,725	\$0.00	\$19,725					
017	Well #3 Motor Starter	3	Water	\$20,000	Water	55-84-33	Water Fees	0175514		0.26	\$0.00	\$0.00	\$0.00					
018	Fire Hydrants	2	Water	\$10,000	Water	55-84-33	Water Fees	0185514	\$3,425		\$10,000	\$0.00	\$10,000					
019	SCADA System Upgrades	2	Sewer	\$62,000	Waste	51-84-83	Sewer Fees	0195112	\$13,000		\$13,000	\$0.00	\$13,000					
019	SCADA System Upgrades	2	Water	\$62,000	Water	55-84-33	Water Fees	0195514			\$11,366	\$954.25	\$10,412					
021	Sewer Master Plan/Impact Fee Analysis (current 2009)	2	Sewer	\$37,000	SR	51-84-05	Sewer Impact Fee	0214502			\$0	\$0.00	\$0	\$18,500				
021	Sewer Master Plan/Impact Fee Analysis (current 2009)	2	Sewer	\$37,000	SR	51-84-83	Sewer Fees	0214512			\$0	\$0.00	\$0	\$18,500				
023	Parcel Maintenance and Protection	3	Parks	\$10,000	Cap. Proj.	48-51-25	GF Surplus	0234810	\$15,000		\$29,814	\$0.00	\$29,814					
026	4500 West Sewer Phase II (1300 N to 1550 N)	0	Sewer	\$200,000	SR	51-84-05	Sewer Impact Fee	0264502			\$0	\$0.00	\$0					
026	4500 West Sewer Phase II (1300 N to 1550 N)	0	Sewer	\$200,000	Waste	51-84-83	Beg. Balance	0265109			\$0	\$0.00	\$0					
027	4500 West Sewer Phase III (1650 N to 1800 N)	5	Sewer	\$150,000	SR	51-84-05	Sewer Impact Fee	0274502			\$21,115	\$0.00	\$21,115					\$120,000
029	Storm Drain Master Plan and Impact Fee Analysis (current 2011)	5	Storm Sys	\$40,000	Storm Water	58-84-05	Storm Water Impact F	0295804			\$19,735	\$0.00	\$19,735			\$20,000		
029	Storm Drain Master Plan and Impact Fee Analysis (current 2011)	5	Storm Sys	\$40,000	Storm Water	58-84-83	Storm Water Fees	0295815			\$0	\$0.00	\$0			\$20,000		
030	Water Master Plan, Impact Fee Analysis and Rate Study (current 2008)	1	Water	\$20,000	SR	55-84-05	Water Impact Fee	0304501			\$0	\$0.00	\$0	\$20,000				
030	Water Master Plan, Impact Fee Analysis and Rate Study (current 2008)	1	Water	\$20,000	Water	55-84-33	Water Fees	0305514			\$0	\$0.00	\$0	\$20,000				
031	Source Protection Plan (current 2010)	1	Water	\$0	Water	55-84-33	Water Fees	0315514	\$20,000		\$20,000	\$0.00	\$20,000				\$20,000	
032	2000 West Water Line (800 N to 300 N) & Sewer Line (800 N to 300 N)	1	Water	\$1,264,000	SR	55-84-05	Water Impact Fee	0324501			\$7,290	\$0.00	\$7,290	\$90,000				
032	2000 West Water Line (800 N to 300 N) & Sewer Line (800 N to 300 N)	1	Water	\$1,264,000	Water	55-84-33	Water Fees	0325514			\$31,264	\$0.00	\$31,264	\$510,000				
032	2000 West Water Line (800 N to 300 N) & Sewer Line (800 N to 300 N)	1	Sewer	\$1,264,000	Waste	51-84-83	Beg. Balance	0325109			\$0	\$0.00	\$0	\$258,200				
032	2000 West Water Line (800 N to 300 N) & Sewer Line (800 N to 300 N)	1	Sewer	\$1,264,000	SR	51-84-05	Sewer Impact Fee	0324502			\$0	\$0.00	\$0	\$5,800				
033	300 North (1750 W - 1500 W) 3" Abandonment and Laterals	0	Water	\$100,000	Water	55-84-33	Water Fees	0335514			\$0	\$0.00	\$0					
034	1300 North 10" Water Line Upgrade (3000 W - 3600 W)	1	Water	\$300,000	Water	55-84-33	Water Fees	0345514			\$255,000	\$0.00	\$255,000					
034	1300 North 10" Water Line Upgrade (3000 W - 3600 W)	1	Water	\$300,000	SR	55-84-05	Water Impact Fee	0344501			\$45,000	\$0.00	\$45,000					
035	Design Sewer Trunk Line for Future Annexation Area	5	Sewer	\$250,000	SR	51-84-05	Sewer Impact Fee	0354502			\$0	\$0.00	\$0					\$250,000
036	Blair Dahl Park Master Plan	5	Parks	\$5,000	Cap. Proj.	48-51-25	GF Surplus	0364810			\$0	\$0.00	\$0					\$5,000
038	East Park Restroom #2 and Storage	5	Parks	\$130,000	SR	45-51-15	Park-Trail Impact Fee	0384505			\$0	\$0.00	\$0					\$130,000
040	East Park Trail	5	Parks	\$100,000	Cap. Proj.	48-51-25	GF Surplus	0404810			\$0	\$0.00	\$0					\$100,000
041	Splash Pad	2	Parks	\$350,000	Cap. Proj.	48-51-25	GF Surplus	0414810			\$0	\$0.00	\$0					\$350,000
043	Cemetery Perpetual Care	2	Parks	\$6,000	Cap. Proj.	48-51-70	Beg. Balance	0434809		\$28,950	\$190,700.74	\$56.25	\$190,644.49					
044	800 North Widening with Clinton (1750 W to 2000 W)	0	Street	\$60,000	SR	45-51-71	Road Impact Fee	0444503			\$0	\$0.00	\$0					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Parks	\$780,000	Cap. Proj.	48-51-20	GF Surplus	0454810		\$-121,981	\$0.00	\$0.00	\$0					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Street	\$780,000	SR	45-51-95	Class C	0454511		\$105,000	\$155,000	\$0.00	\$155,000					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Parks	\$780,000	SR	45-51-15	Park-Trail Impact Fee	0454505		\$223,018	\$223,018	\$0.00	\$223,018					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Sewer	\$780,000	Waste	51-84-83	Beg. Balance	0455109	\$20,000		\$20,000	\$0.00	\$20,000					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Water	\$780,000	Water	55-84-33	Beg. Balance	0455509	\$41,400		\$41,400	\$0.00	\$41,400					
045	520 North Loop Completion & Parking Lot (3830 W to 3650 W)	1	Storm Sys	\$780,000	Storm Water	58-84-83	Beg. Balance	0455809	\$48,000	\$15,000	\$63,000	\$0.00	\$63,000					
046	300 North Widening with Clearfield City (1500 W to 2000 W)	3	Street	\$185,000	Cap. Proj.	48-51-20	GF Surplus	0464810			\$0	\$0.00	\$0			\$185,000		
047	4000 West Canal Bypass (1650 N to Clinton Drain)	5	Storm Sys	\$200,000	SR	58-84-05	Storm Water Impact F	0474504			\$0	\$0.00	\$0					\$200,000
048	Loy Blake Park Bathroom Replacement	1	Parks	\$120,000	Cap. Proj.	48-51-25	GF Surplus	0484810			\$0	\$0.00	\$0					
049	800 North Sidewalk Gap (2525 W to 2700 W)	1	Street	\$27,000	Cap. Proj.	48-51-20	GF Surplus	0494810	\$20,000	\$0.50	\$65,568.00	\$65,568.00	\$0					
049	800 North Sidewalk Gap (2525 W to 2700 W)	1	Street	\$17,571	SR	45-51-95	Class C	0494511		\$17,571	\$17,571	\$17,571.00	\$0					
050	3000 West Widening (300 N to 1300 N)	1	Street	\$3,300,000	SR	45-51-97	Grant	0504508			\$2,327,375	\$1,399,228.74	\$928,146					
050	3000 West Widening (300 N to 1300 N)	1	Street	\$3,300,000	SR	45-51-71	Road Impact Fee	0504503			\$190,461	\$129,961.93	\$60,499					
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	1	Sewer	\$603,000	Waste	51-84-83	Beg. Balance	0515109	\$166,000		\$166,000	\$0.00	\$166,000					
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	1	Storm Sys	\$603,000	Storm Water	58-84-83	Beg. Balance	0515809	\$217,000		\$217,000	\$0.00	\$217,000					
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	1	Street	\$603,000	Cap. Proj.	48-51-20	GF Surplus	0514810	\$220,000		\$220,000	\$0.00	\$220,000					
052	Detention Pond Improvements	0	Storm Sys	\$5,000	Storm Water	58-84-83	Beg. Balance	0525809			\$0	\$0.00	\$0					
053	3000 West Storm Drain (1100 North)	0	Storm Sys	\$20,000	Storm Water	58-84-83	Beg. Balance	0535809			\$0	\$0.00	\$0					
055	Pedestrian Trail Light (800 N 4200 W)	0	Street	\$10,000	Cap. Proj.	48-51-20	GF Surplus	0554810			\$0	\$0.00	\$0					
056	Backup Generator	4	Water	\$25,000	Water	55-84-33	Water Fees	0565514		\$0	\$0.00	\$0.00	\$0.00					
057	Rebuild PRV's	1	Water	\$15,000	Water	55-84-33	Water Fees	0575514		\$944.24	\$10,768	\$10,768.48	\$0		\$15,000			
058	SR 193 Landscaping and Pedestrian Improvements	1	Street	\$100,000	Cap. Proj.	48-51-25	GF Surplus	0584810			\$0	\$0.00	\$0					
058	SR 193 Landscaping and Pedestrian Improvements (restricted)	3	Street	\$22,463.03	SR	45-51-97	Grant	0584508			\$0	\$0.00	\$0	\$22,463.03				

Capital Project Matrix

Project No.	PROJECT DESCRIPTION	Priority	Project Type	Project Budget	Fund	GL Code	Revenue	Project Code	FY 2016 Original	FY 2016 Changes	FY 2016 Amended	2/29/2016	FY 2016 Carryforward	FY 2017	FY 2018	FY 2019	FY 2020	Unfunded
059	Vehicle Replacement	1	Street	\$177,000	Cap. Proj.	48-51-44	GF Surplus	0594810	\$43,367	-\$7,285	\$41,336	\$29,461.27	\$11,875					
059	Vehicle Replacement	1	Water	\$177,000	Water	55-84-44	Water Fees	0595514		-\$583	\$3,469	\$3,468.55	\$0.00	\$11,292.01				
059	Vehicle Replacement	1	Sewer	\$177,000	Waste	51-84-44	Beg. Balance	0595109		-\$583	\$3,469	\$3,468.55	\$0.00	\$11,292.01				
059	Vehicle Replacement	1	Storm Sys	\$177,000	Storm Water	58-84-44	Beg. Balance	0595809		-\$587	\$3,465	\$3,464.53	\$0.00	\$11,287.72				
059	Vehicle Replacement	1	Special Rev.	\$150,000	SR	45-51-95	Class C	0594511			\$0	\$0.00	\$0.00					
060	Equipment Replacement	1	Parks	\$36,000	Cap. Proj.	48-51-43	GF Surplus	0604810	\$18,000	\$8,000	\$26,091	\$25,183.73	\$907	\$60,000				
061	1300 North 8" Water Line (4000 W to 4100 W)	5	Water	\$45,900	Water	55-84-33	Water Fees	0615514			\$0	\$0.00	\$0					\$45,900
062	Water Emergency Connection	5	Water	\$30,000	Water	55-84-33	Water Fees	0625514			\$0	\$0.00	\$0					\$20,000
063	200 South Water Line	2	Water	\$55,000	Water	55-84-33	Water Fees	0635514		\$44,331	\$0.00	\$0.00	\$0					
064	300 North 8" Water Line (4000 W to 4100 W)	5	Water	\$45,900	Water	55-84-33	Water Fees	0645514			\$0	\$0.00	\$0					\$45,900
065	800 North 16" Water Line (2000 W to 2525 W)	2	Water	\$433,000	Water	55-84-33	Water Fees	0655514			\$0	\$0.00	\$0		\$336,100			
065	800 North 16" Water Line (2000 W to 2525 W)	2	Water	\$433,000	SR	55-84-05	Water Impact Fee	0654501			\$0	\$0.00	\$0		\$96,900			
066	1300 North 24" Storm Drain Line (4200 W to 4250 W)	2	Storm Sys	\$70,000	Storm Water	58-84-83	Beg. Balance	0665809	\$35,000		\$35,000	\$0.00	\$35,000					
066	1300 North 24" Storm Drain Line (4200 W to 4250 W)	2	Storm Sys	\$70,000	SR	58-84-05	Storm Water Impact F	0664504	\$35,000		\$35,000	\$0.00	\$35,000					
067	4000 West 1300 North 48" Storm Drain Line (1300 N to 1350 N)	2	Storm Sys	\$130,000	Storm Water	58-84-83	Beg. Balance	0675809	\$50,000		\$50,000	\$0.00	\$50,000					
067	4000 West 1300 North 48" Storm Drain Line (1300 N to 1350 N)	2	Storm Sys	\$130,000	SR	58-84-05	Storm Water Impact F	0674504	\$80,000		\$80,000	\$0.00	\$80,000					
068	City Hall Maintenance & Repair	2	General	\$100,000	Cap. Proj.	48-51-15	GF Surplus	0684810			\$25,801	\$5,431.33	\$20,369					
069	City Signing and Branding	2	General	\$13,000	Cap. Proj.	48-51-25	GF Surplus	0694810	\$13,000		\$21,583	\$0.00	\$21,583					
070	300 North Sidewalk Improvements	0	General	\$48,000	SR	45-51-97	Grant	0704508			\$0	\$0.00	\$0					
070	300 North Sidewalk Improvements	0	General	\$48,000	Cap. Proj.	48-51-20	GF Surplus	0704810			\$0	\$0.00	\$0					
072	Fiber Optics Connection	2	General	\$15,000	Cap. Proj.	48-51-15	GF Surplus	0724810		\$3,491	\$4,865	\$4,864.50	\$0					
073	5 Year CIP	1	General	\$250,000	Cap. Proj.	48-51-53	GF Surplus	0734810	\$50,000		\$160,000	\$0.00	\$160,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
074	200 South Trail (2000 W to 4000 W)	1	Parks	\$65,000	Cap. Proj.	48-51-25	GF Surplus	0744810		\$27,636	\$3,898	\$3,678.47	\$1,780.15					
074	200 South Trail (2000 W to 4000 W)	1	Parks	\$65,000	SR	45-51-15	Park-Trail Impact Fee	0744505		\$34,663	\$25,337	\$25,337.40	\$0					
075	Park Improvements	1	Parks	\$100,000	Cap. Proj.	48-51-25	GF Surplus	0754810	\$135,000	\$271,981	\$404,952	\$13,470.00	\$391,482	\$135,000	\$135,000	\$135,000	\$135,000	
076	Transportation Master Plan & Road Impact Fee Study (current 2015)	1	Street	\$40,000	SR	45-51-71	Road Impact Fee	0764503		-\$3,263	\$9,671	\$9,670.50	\$0					
077	300 North Ditch (4200 W to 4500 W)	1	Storm Sys	\$20,000	Storm Water	58-84-83	Beg. Balance	0775809		\$199	\$23,894	\$23,893.97	\$0					
078	West Point Military Memorial	3	General		Cap. Proj.	48-51-28	Beg. Balance	0784809		\$5,000	\$7,035	\$2,137.34	\$4,898	\$5,000				
079	Emigrant Trail North (1300 North Connection)	2	Parks	\$33,000	Cap. Proj.	48-51-25	GF Surplus	0794810			\$33,000	\$0.00	\$33,000					
080	Storm Water Management Plan (current 2016)	2	Storm Sys	\$30,000	Storm Water	58-84-83	Beg. Balance	0805809	\$30,000		\$30,000	\$0.00	\$30,000					
081	300 North Lift Station Storage Capacity Expansion	5	Sewer	\$100,000	Waste	51-84-83	Beg. Balance	0815109			\$0	\$0.00	\$0					\$100,000
082	300 North Sidewalk Grant (1500 W. to 1600 W.)	3	Street	\$50,000	SR	45-51-95	Class C	0824511	\$12,500		\$12,500	\$0.00	\$12,500					
082	300 North Sidewalk Grant (1500 W. to 1600 W.)	3	Street	\$50,000	SR	45-51-97	Grant	0824508	\$37,500		\$37,500	\$0.00	\$37,500					
083	Streetlight LED Conversion	5	Street		Cap. Proj.	48-51-20	GF Surplus	0834810				\$0.00	\$0					
084	Chlorine Booster	1	Water	\$30,000	Water	55-84-33	Water Fees	0845514				\$0.00	\$0	\$30,000				
085	1300 North Storm Drain Line (3200 W. to 3700 W.)	5	Storm Sys	\$254,981	Storm Water	58-84-83	Storm Water Fees	0855815				\$0.00	\$0					\$50,996
085	1300 North Storm Drain Line (3200 W. to 3700 W.)	5	Storm Sys	\$254,981	Storm Water	58-84-05	Storm Water Impact F	0855804				\$0.00	\$0					\$203,985
086	1300 North Storm Drain Line (3700 W. to 4000 W.)	1	Storm Sys	\$169,987	Storm Water	58-84-83	Storm Water Fees	0865815				\$0.00	\$0					\$33,997
086	1300 North Storm Drain Line (3700 W. to 4000 W.)	1	Storm Sys	\$169,987	Storm Water	58-84-05	Storm Water Impact F	0865804				\$0.00	\$0					\$135,990
087	1800 North Storm Drain Line (3600 W. to 4000 W.)	5	Storm Sys	\$619,187	Storm Water	58-84-83	Storm Water Fees	0875815				\$0.00	\$0					\$185,756
087	1800 North Storm Drain Line (3600 W. to 4000 W.)	5	Storm Sys	\$619,187	Storm Water	58-84-05	Storm Water Impact F	0875804				\$0.00	\$0					\$433,431
088	300 North Maintenance (UDOT)	2	Street	\$134,000	Cap. Proj.	48-51-20	GF Surplus	0884810				\$0.00	\$0	\$134,000				

West Point City Fleet Replacement Plan

Fleet # Year Model 2012/2013 2013/2014 2014/2015 2015/2016 2016/2017 2017/2018 2018/2019 2019/2020 2020/2021 2021/2022 2022/2023 2023/2024 2024/2025 2025/2026 2026/2027

PW8	1995 International Bobtail	169950	175048.5	180300	185709	191280.2	197018.6	202929.2	209017.1	215287.6	221746.2	228398.6	235250.5	242308.1	249577.3	257064.6
PW18	1995 White GMC 10-Wheel	190550	196266.5	202154.5	208219.1	214465.7	220899.7	227526.7	234392.5	241383	248824.5	256083.3	263765.8	271678.7	279829.1	288224
PW29	2003 International 7400 Bobtail	169950	175048.5	180300	185709	191280.2	197018.6	202929.2	209017.1	215287.6	221746.2	228398.6	235250.5	242308.1	249577.3	257064.6
PW34	2013 Freightliner 10- Wheel		197000	202910	208997.3	215267.2	221725.2	228377	235228.3	242285.2	249583.7	257040.3	264751.5	272694.1	280874.9	289301.1
PW10	1990 GMC Bucket Truck	66950	68958.5	71027.26	73158.07	75352.81	77613.4	79941.8	82340.06	84810.26	87354.56	89975.2	92674.46	95454.69	98318.33	101267.9
PW14	2001 Dodge 3500 Utility	56650	58349.5	60099.99	61902.98	63760.07	65672.88	67643.06	69672.35	71762.53	73915.4	76132.86	78416.85	80769.35	83192.43	85688.21
PW31	2012 Ford Crew Cab F350	39655	39655	39655	39655	47500	48925	50392.75	51904.53	53461.67	55065.52	56717.48	58419.01	60171.58	61976.73	63836.03
PW15	2001 Dodge 2500 Utility	39140	40314.2	41523.63	42769.33	44052.41	45373.99	46735.21	48137.26	49581.38	51068.82	52600.89	54178.91	55804.28	57478.41	59202.76
PW16	2001 Dodge 3500 Dump	56650	58349.5	60099.99	61902.98	63760.07	65672.88	67643.06	69672.35	71762.53	73915.4	76132.86	78416.85	80769.35	83192.43	85688.21
PW21	2006 3500 Chevy Dump	56650	58349.5	60099.99	61902.98	63760.07	65672.88	67643.06	69672.35	71762.53	73915.4	76132.86	78416.85	80769.35	83192.43	85688.21
PW32	2012 Ford F350 Utility Bed	52000	53560	55166.8	56821.8	58526.46	60282.25	62090.72	63953.44	65872.04	67848.21	69883.65	71980.16	74139.57	76363.75	78654.67
PW33	2013 Dodge 5500 Dump Bed		58000	59740	61532.2	63378.17	65279.51	67237.9	69255.03	71332.68	73472.66	75676.84	77947.15	80285.56	82694.13	85174.96
PW35	2015 Ford F350 Utility Bed single rear wheel			42000	43260	44557.8	45894.53	47271.37	48689.51	50150.2	51654.7	53204.34	54800.47	56444.49	58137.82	59881.96
PW36	2015 Chevy Colorado Automatic Transmission			22700	23381	24082.43	24804.9	25549.05	26315.52	27104.99	27918.14	28755.68	29618.35	30506.9	31422.11	32364.77
PW37	2015 Chevy Colorado Manual Transmission			21000	21630	22278.9	22947.27	23635.69	24344.76	25075.1	25827.35	26602.17	27400.24	28222.24	29068.91	29940.98
PW13	2003 Ford F-150 P/U	27295	28113.85	28957.27	29825.98	30720.76	31642.39	32591.66	33569.41	34576.49	35613.78	36682.2	37782.66	38916.14	40083.63	41286.14
A1	2005 Chevy Trailblazer	25750	26522.5	27318.18	28137.72	28981.85	29851.31	30746.85	31669.25	32619.33	33597.91	34605.85	35644.02	36713.34	37814.74	38949.19
A2	1999 Ford Explorer	25750	26522.5	27318.18	28137.72	28981.85	29851.31	30746.85	31669.25	32619.33	33597.91	34605.85	35644.02	36713.34	37814.74	38949.19
A3	2008 Chevy Trailblazer	25750	26522.5	27318.18	28137.72	28981.85	29851.31	30746.85	31669.25	32619.33	33597.91	34605.85	35644.02	36713.34	37814.74	38949.19
CD12	2005 Chevy Colorado	18540	19096.2	19669.09	20259.16	20866.93	21492.94	22137.73	22801.86	23485.92	24190.49	24916.21	25663.7	26433.61	27226.62	28043.41
CD22	2004 Chevy Colorado	18540	19096.2	19669.09	20259.16	20866.93	21492.94	22137.73	22801.86	23485.92	24190.49	24916.21	25663.7	26433.61	27226.62	28043.41
	2004 Chevy Colorado	18540	19096.2	19669.09	20259.16	20866.93	21492.94	22137.73	22801.86	23485.92	24190.49	24916.21	25663.7	26433.61	27226.62	28043.41
PW30	2011 Ford Crew Cab F150	27295	28113.85	28957.27	29825.98	30720.76	31642.39	32591.66	33569.41	34576.49	35613.78	36682.2	37782.66	38916.14	40083.63	41286.14

Total

Year for Replacement

6 Years

8 years

15 years

As Needed

Removed From Fleet

WEST POINT CITY
ROAD MAINTENANCE SCHEDULE



UPDATED 1-11-2016

Project Type	Street name/subdivision name	Year recorded/ First constructed	Current Condition	Recommended Treatment	Sq. Yds.	Cost per SY	2016	2017	2018	2019	2020	
RECONSTRUCTION	650 N (Bingham Estates V)	1988	Failed	Reconstruct	6406	\$25.00	\$160,150.00					
	650 N (Bingham Estates VI)	1988	Failed	Reconstruct	6406	\$25.00	\$160,150.00					
	Cemetery Parking Lot	1980	Fair	Reconstruct	3307	\$25.00		Capital Project				
	1300 North (3500 W - 4000 W)	1980	Failed	Reconstruct	8800	\$25.00		\$220,000.00				
	1300 North (3000 W - 3500 W)	1980	Failed	Reconstruct	5280	\$25.00		\$132,000.00				
	Bingham Park Parking Lot & Access	1995	Failed	Reconstruct	4860	\$25.00			Capital Project			
	3200 West (New Hampton Manor 1)	1986	Failed	Reconstruct	6736	\$25.00			\$168,400.00			
	700 South (3500 W - 4000 W)	1980	Poor	Reconstruct	4400	\$25.00			\$110,000.00			
	300 North (1500 W - 2000 W)	1980	Fair	Reconstruct	8800	\$25.00				Grant		
	700 South (4000 W - 4500 W)	1980	Poor	Reconstruct	8800	\$25.00				\$220,000.00		
	4500 West (1800 N - 2084 N)	1979	Poor	Reconstruct	4333	\$25.00				\$81,250.00	\$27,083.33	
	3500 West (300 N to 550 N)	1979	Poor	Reconstruct	10560	\$25.00					\$264,000.00	
	800 North (2000 W - 2525 W)	1980	Failed	Reconstruct	4400	\$25.00						
	800 North (2525 W - 3000 W)	1980	Failed	Reconstruct	5280	\$25.00						
4000 West (300 N - 800 N)	1980	Poor	Reconstruct	8800	\$25.00							
Total Reconstruction								\$320,300.00	\$352,000.00	\$278,400.00	\$301,250.00	\$291,083.33

Project Type	Street name/subdivision name	Year recorded/ First constructed	Current Condition	Recommended Treatment	Sq. Yds.	Cost per SY	2016	2017	2018	2019	2020
END OF LIFE MAINTENANCE	800 North (3000 W - 3500 W)	1980	Fair	Crack Seal/Pot Hole	8800	\$0.75	\$6,600.00				
	800 North (4000 W - 4500 W)	1980	Fair	Crack Seal/Pot Hole	8800	\$0.75	\$6,600.00				
	800 North (3500 W - 4000 W)	1980	Fair	Crack Seal/Pot Hole	8800	\$0.75	\$6,600.00				
	Oakcrest C	1995	Failed	Crack Seal/Pot Hole	1596	\$0.75		\$1,197.00			
	550 North (2000 W - 2300 W)	1990	Poor	Chip Seal	6800	\$2.50		\$17,000.00			
	3500 West (550 N to 800 N)	1980	Fair	Chip Seal	10560	\$2.50			\$26,400.00		
	Oakcrest D	1995	Failed	Crack Seal/Pot Hole	5512	\$0.75				\$4,134.00	
	4500 West (2084 N - 2425 N)	1980	Fair	Crack Seal/Pot Hole	6667	\$0.75				\$5,000.00	
	550 North (2300 W to 2550 W)	1984	Fair	Chip Seal	5280	\$2.50				\$13,200.00	
	200 South (4500 W - 4700 W)	1980	Poor	Crack Seal/Pot Hole	3667	\$0.75					\$2,750.00
	2425 North (4500 W - 4750 W)	1980	Good	Crack Seal/Pot Hole	4400	\$0.75					\$3,300.00
	300 North (2000 W to 2550 W)	1980	Good	Crack Seal/Pot Hole	10560	\$0.75					\$7,920.00
	300 North (2550 W to 3000 W)	1980	Good	Crack Seal/Pot Hole	10560	\$0.75					\$7,920.00
	Derby Acres 1	1996	Poor	Crack Seal/Pot Hole	3702	\$0.75					
	800 North (4500 W - 5000 W)	1980	Fair	Crack Seal/Pot Hole	8800	\$0.75					
	Frew Estates 3 (550 N 1875 W)	1979	Fair	Crack Seal/Pot Hole	5972	\$0.75					
	Sandridge Estates	1979	Fair	Crack Seal/Pot Hole	1000	\$0.75					
	Loy Blake Parking Lot East	1980	Fair	Crack Seal/Pot Hole	4332	\$0.75					
	Loy Blake Parking Lot West & Access	1980	Fair	Crack Seal/Pot Hole	4155	\$0.75					
	Brimhall 1 (470 N)	1979	Fair	None	1760	\$0.00					
	Edgehill 1	1981	Fair	None	3728	\$0.00					
	Edgehill 2	1985	Fair	Crack Seal/Pot Hole	2688	\$0.75					
	Page Estates	1978	Fair	Crack Seal/Pot Hole	16662	\$0.75					
	Oakcrest A/B 1600 West	1987	Fair	Crack Seal/Pot Hole	3595	\$0.75					
	Edgehill 3	1986	Fair	None	2500	\$0.00					
	Thurgood Estates 4	1992	Fair	Crack Seal/Pot Hole	1364	\$0.75					
	Thurgood Estates 5	1995	Fair	Crack Seal/Pot Hole	1374	\$0.75					
	Total EOL Maintenance							\$19,800.00	\$18,197.00	\$26,400.00	\$22,334.00

Project Type	Street name/subdivision name	Year recorded/ First constructed	Current Condition	Recommended Treatment	Sq. Yds.	Cost per SY	2016	2017	2018	2019	2020
PREVENTATIVE MAINTENANCE	Bartholomew Lane 3	2014	New	HA5	2680	\$1.75	Developer				
	Wise Country Meadows 2	2014	New	HA5	3920	\$1.75	Developer				
	Bartholomew Lane 2	2013	New	HA5	3320	\$1.75	Developer				
	3000 West (200 S - 300 N)	1980	New	HA5	12320	\$1.75	\$21,560.00				
	3000 West (300 N - 800 N)	1980	New	HA5	10560	\$1.75	\$18,480.00				
	3000 West (800 N - 1300 N)	1980	New	HA5	6160	\$1.75	\$10,780.00				
	200 South Trail (2000 W - 3000 W)	2015	Good	HA5	5867	\$1.75	\$10,266.67				
	Emigrant Trail (800 N - 1300 N)	2010	Good	HA5	2933	\$1.75		\$5,133.33			
	Emigrant Trail (300 N - 800 N)	2009	Good	HA5	2933	\$1.75		\$5,133.33			
	East Park Trail	2009	Good	HA5	2667	\$1.75		\$4,666.67			
	Bingham Park Trail	2010	Good	HA5	2556	\$1.75		\$4,472.22			
	1300 North (4000 W - 4500 W)	1980	Good	Crack Seal	8800	\$0.50		\$4,400.00			
	4000 West (800 N - 1300 N)	1980	Good	Crack Seal	8800	\$0.50		\$4,400.00			
	Derby Acres 2	1996	Fair	Crack Seal	3702	\$0.50		\$1,851.00			
	550 North (2550 W - 3000 W)	2003	Poor	Chip Seal	10560	\$2.50			\$26,400.00		
	Horse Shoe (175 S/200 S)	1980	Good	Chip Seal	7213	\$2.50			\$18,033.33		
	Antelope Ridge 2	2003	Poor	Chip Seal	6744	\$2.50			\$16,860.00		
	Antelope Ridge 1	2002	Poor	HA5	5460	\$1.75			\$9,555.00		
	Abrams Fair Havens 1	2005	Fair	Chip Seal	2152	\$2.50			\$5,380.00		
	1300 North (4500 W - 5000 W)	1980	Good	Crack Seal	8800	\$0.50			\$4,400.00		
	5000 West (300 N - 800 N)	1980	Good	Crack Seal	8800	\$0.50			\$4,400.00		
	5000 West (800 N - 1300 N)	1980	Good	Crack Seal	8800	\$0.50			\$4,400.00		
	Edgehill 17	2006	Good	Crack Seal	5648	\$0.50			\$2,824.00		
	Edgehill 16	2004	Good	Crack Seal	3748	\$0.50			\$1,874.00		
	Oakcrest A south half (100 N, 170 N, 152)	1983	New	Crack Seal	3350	\$0.50			\$1,675.00		
	Oakcrest B (25 N from 1614 W to 1500 W)	1983	New	Crack Seal	2706	\$0.50			\$1,353.00		
	Crystal Creek 1	2005	Fair	Chip Seal	11092	\$2.50				\$27,730.00	
	Regail Estates	2004	Poor	Chip Seal	8000	\$2.50				\$20,000.00	
	Abrams Fair Havens 2	2005	Good	Chip Seal	3952	\$2.50				\$9,880.00	
	Edgehill 15	2003	Fair	HA5	4452	\$1.75				\$7,791.00	
	Lake Point Village	2001	Poor	Crack Seal	11891	\$0.50				\$5,945.50	
	Pheasant Creek 1	2006	Fair	Crack Seal	6424	\$0.50				\$3,212.00	
	Fairways Beyond the Bluff 1	2004	Poor	Crack Seal	6000	\$0.50				\$3,000.00	
	Paice Farms 2	2004	Good	Chip Seal	9116	\$2.50					\$22,790.00
	Glendell 1	2006	Good	Chip Seal	5586	\$2.50					\$13,965.00
	Crystal Creek 2	2006	Good	Chip Seal	5474	\$2.50					\$13,685.00
1500 West (300 N to 550 N)	2005	Poor	Chip Seal	5280	\$2.50					\$13,200.00	
Crystal Creek 3	2006	Good	Chip Seal	3780	\$2.50					\$9,450.00	
Stoddard Legacy 2	2005	Good	Chip Seal	2268	\$2.50					\$5,670.00	
West View Park 3	2006	Good	Crack Seal	6496	\$0.50					\$3,248.00	
Lindon Estates 1	2004	Poor	Crack Seal	4188	\$0.50					\$2,094.00	
Edgehill 10	1994	Fair	Crack Seal	2668	\$0.50					\$1,334.00	
City Hall Parking Lot	2002	Good	Crack Seal	2653	\$0.50					\$1,326.50	

Total Preventative Maintenance							\$61,086.67	\$30,056.56	\$97,154.33	\$77,558.50	\$86,762.50
---------------------------------------	--	--	--	--	--	--	-------------	-------------	-------------	-------------	-------------

Grand Total							\$401,186.67	\$400,253.56	\$401,954.33	\$401,142.50	\$399,735.83
--------------------	--	--	--	--	--	--	---------------------	---------------------	---------------------	---------------------	---------------------



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

West Point City Hall
3200 West 300 North
West Point City, UT 84015
May 3, 2016

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 May 3, 2016 at approximately 7:00 pm, with Chairman Erik Craythorne presiding.

CDRA BOARD MEMBERS PRESENT – Erik Craythorne, Chairman; Jeff Turner, Vice-Chairman; Kent Henderson, Board Member; Jerry Chatterton, Board Member; Andy Dawson, Board Member; Gary Petersen, Board Member; Kyle Laws, Executive Director; and Casey Arnold, Secretary

VISITORS – Rob Ortega, Braun Bennett, Josie Bennett, Marc Edminster, and Doug Zaugg

1. **Call to Order** – Chairman Craythorne welcomed those in attendance.
2. **Communications and Disclosures from the CDRA Board** - no comment
3. **Communications from Staff** – no comment
4. **Consideration of Adoption of Minutes from the June 16, 2015 CDRA Meeting** – Mr. Kyle Laws

Mr. Petersen motioned to adopt the minutes from the June 16, 2015 CDRA Meeting.
Mr. Henderson seconded the motion.
The Board unanimously agreed.

5. **Consideration of the Super Parameters Resolution No. R05-03-2016A, A Resolution Authorizing Not More than \$1,250,000 Tax Increment and Sales Tax Revenue Bonds, Series 2016 to Finance Certain Improvements Related to the 300 North Community Development Project Area; Providing for Publication of a Notice of Public Hearing and Bonds to be Issued; Providing for a Pledge of Sales Tax Revenues for Repayment of the Bonds' Fixing the Maximum Amount, Maturity, Interest Rate, and Discount at Which the Bonds May be Sold; Providing for the Running of a Contest Period; and Related Matters** – Mr. Evan Nelson

Mr. Nelson stated that as part of the development agreement between the West Point Community Development and Renewal Agency (CDRA) and Smith, the CDRA agreed to issue bonds in the amount of \$1,107,000 to reimburse Smiths for project costs actually incurred, including offsite improvements, offsite sewer reimbursement, and Import, Place and Compact Fill. The bonds will be issued by the CDRA rather than the City, but to secure favorable terms, it is necessary to commit sales tax revenue as the source of bond repayment. The property tax increment generated will be used to make the bond payments, but sales tax will be used to guarantee the bonds.

Mr. Marc Edminster, the City’s financial advisor from Lewis, Young, Robertson & Burningham, Inc., stated that the Resolution allows for the CDRA to designate several members to be part of a Pricing Committee to meet and accept the purchase offers of the bonds, but may not exceed the maximum parameters set by the bond. The Pricing Committee will be made up of the Chairman, Executive Director, and Agency Secretary. The Resolution allows the Pricing Committee to act as needed, without holding an additional CDRA meeting to approve sale of bonds.

Mr. Dawson motioned to approve Resolution No. R05-03-2016A
Mr. Petersen seconded the motion.
The Board unanimously agreed.

6. Motion to Adjourn

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

Approved this 17th day of May, 2016

Agency Chairman, Mr. Erik Craythorne

Executive Director, Mr. Kyle Laws

Agency Secretary, Mrs. Casey Arnold

**CDRA of West Point City
RESOLUTION NO. R05-17-2016A**

**A RESOLUTION ADOPTING A TENTATIVE
BUDGET FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
WEST POINT CITY FOR FISCAL YEAR 2017**

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 2017;

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 2017.

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 17th day of May, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, CDRA Chair

ATTEST:

Kyle Laws, Executive Director

Casey Arnold, Secretary

RESOLUTION NO. 05-17-2016A

**A RESOLUTION ADOPTING A
TENTATIVE BUDGET FOR WEST POINT CITY &
RELATED AGENCIES FOR FISCAL YEAR 2016-2017**

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 2016-2017 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 2016-2017 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 2016-2017 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 2016-2017

PASSED AND ADOPTED this 17th day of May, 2016

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
May 3, 2016**

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

Administrative Session
5:30 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on May 3rd, 2016 at 6:00 pm with Mayor Craythorne presiding.

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

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Evan Nelson, Administrative Services Director, Paul Rochelle, Public Works Director; and Casey Arnold, City Recorder

VISITORS: Rob Ortega and Marc Edminster

1. Open and Public Meetings Training - Mr. Kyle Laws

Mr. Laws stated that the Council would be watching a video by David Church of the Utah League of Cities and Towns for training on the Utah Open and Public Meetings Act. The training was roughly 30 minutes long, and the Council agreed that the training was informative and helpful.

2. Discussion of the FY2017 Tentative Budget Program – Mr. Evan Nelson

This marks the first official budget discussion for the new fiscal year. The Staff Report includes the calendar outline for the budget discussions. This meeting will include discussions regarding the General Fund, Personnel Options, Debt Service Fund and Property Tax Rate. The FY2017 Tentative Budget will be up for adoption at the next City Council meeting on June 7, 2016, along with a public hearing, before adoption of the final budget on June 21st.

The General Fund increase has been steadily increasing since 2010. General Fund revenues include sales tax, property tax, energy sales and use tax, and Class C road revenues. Building permit revenue and telecommunications tax are also included, and are the only two revenue sources that have declined, which is due to the decreased number of building permits sold and the changes in pricing and services in the telecommunications industry. Even with these decreases, the General Fund is still seeing positive growth. The budget for General Fund revenues is conservative, due to economic conditions. Economists are predicting a recession in the next few years, but hopefully the Smith's Marketplace revenues will help mitigate that for West Point City.

In regards to the Personnel Budget Requests, the Utility Billing position was broken into two part-time positions, which eliminated the health insurance expenses, and resulted in a net budgetary decrease of \$17, 112. The Workers Compensation rates also decreased \$775 across funds. The City's health insurance plan renewed on January 1, 2016, and changed from Altius to PEHP. The proposed budget includes a 5% increase to dental premiums and a 12% increase to health premiums. Due to the elimination of an existing cushion in the budget, the proposed budget will decrease \$7,637 across funds.

The Planning Commission has also begun being paid as employees rather than contractors, to comply with IRS regulations, and the pay was increased last year. As a result, the Community Development salary line will increase

\$6,163. The Mayor commented that he would like a survey taken of what the cities in the state are paying their Planning Commission members, to make sure the City is paying its members adequately. Additionally, the City Planner position was previously budgeted for a 20 hour per week position, and the proposed budget includes a salary increase of \$22,788 and the benefits budget by \$24,454 to allow for a full-time position. The Council has already approved changing the Planner position to 30 hours per week, in order to better facilitate work on the City's General plan, updating of ordinances, and planning for future developments, and the proposed budget allows for an increase to a full 40 hours. Mr. Laws commented that for now, the City Planner will stay at 30 hours, which still allows for him to receive benefits.

The previous Public Works Lead position was vacated and refilled with a Public Works I, and promotion of two current Public Workers. The extra budget of \$22,157 was preserved for the possible future hiring of another full-time Public Works employee in order to preserve a high level of service with the expanded trail system and improvements to City parks. A Seasonal Parks position has been requested to change to a full-time Public Works employee, and would affect the budget by \$41,833 across funds, but would be offset by the \$22,157.

A 2% merit increase across all funds is also budgeted, in accordance with the City's practice of a 2% salary increase each year based upon positive performance.

The General Fund department budget requests are as follows: the Executive Department is requesting an increase of \$2,750 to the City Newsletter line item to cover increased costs of printing a larger newsletter. A decrease of \$6,960 is also proposed as a result of the allocation of cell phone expenses, and the elimination of one cell phone line, across other funds so that the General Fund Executive Department does not solely bear the cost. In the Administrative Services department, the proposed budget calls for a decrease of \$7,090 to accommodate changes based on revised allocations across multiple funds and reduction of excess cushion some budget lines. The Public Works Department is proposing a net increase of \$4,950, because in previous years, all overtime costs have been charged to the Waste Fund. They are proposed to be allocated to the General Fund, Waste Fund and Water Fund. The Community Development Department proposes an increase to the travel and training budget in the amount of \$1,500 and a decrease to the Planning Commission expense line in the amount of \$2,000 due to the change in the method of paying the PC Members.

Budget discussions will continue at the next meeting.

3. Discussion of Super Parameters Resolution for the CDRA Bond – Mr. Evan Nelson

In the Development Agreement between the West Point CDRA and Smiths, the CDRA agreed to issue bonds in the amount of \$1,107,000 to reimburse Smiths for project costs actually incurred. Mr. Marc Edminster, the City's financial advisor from Lewis, Young, Robertson & Burningham, Inc., explained that the Resolution on the Agenda tonight is a resolution that grants the CDRA permission to commit sales tax revenue as the source of bond repayment, in order to secure favorable terms. Even though the bonds will be repaid with property tax increments, backing the bonds with sales tax revenue will make the bonds more sellable.

4. Discussion Regarding the Street Cut Permit Policy – Mr. Boyd Davis

Mr. Davis stated that Mayor Craythorne suggested that the City compare its Street Cut Permit Policy to Syracuse's. In a quick comparison, Mr. Davis stated that our current code requires that a fee be paid, and a bond be provided (a higher fee for newer roads), but does not regulate the size of the patch. By policy, the City has required a "T" patch, which means that the patch must be at least 1' wider than the trench on both sides. Syracuse, on the other hand, places a moratorium on streets that are 3 years old or less. For roads 8 years old or less, the small street cuts that are perpendicular to the road must be milled and patched 15 feet wider than the trench on each side. The patch must also go to the center of the road or the full width of the road depending on if the cut affects both lanes. On longer cuts that are parallel to the road, the patch must be the same width as the travel lane, or lanes, that are affected by the cut. On roads older than 8 years, if the cut is at least 30% of the travel lane, then the patch must be the full width of the travel lane. Mr. Davis stated that in the trench itself, there must be 4 inches of asphalt, and the extension is milled down 2 inches, and then replacing the 2 inches with new asphalt.

Mayor Craythorne stated that the City has some nice, new roads and the excavation cuts really compromise the integrity of the roads. No matter how they are repaired, they still damage the roads, but he would like to revise our Code to keep the roads nicer for a longer period of time.

The Council agreed that further discussion should be given to this issue.

5. Discussion of Amended Plat for the Davis Farms South Lot 7 – Mr. Boyd Davis

Mr. Davis stated that Bill Phifer owns two houses at 3794 W 1800 N. One house faces the street and the other is a flag lot. Mr. Phifer wishes to sell the house facing the street, but would like to reduce the size of the lot before doing so. To be resized the property had to be rezoned, which was approved in February, and the plat must now be amended. No new lots or homes will be created; Mr. Phifer simply wishes to adjust his property lines.

6. Discussion Regarding Release of Easement on Glendale Lot 14 – Mr. Boyd Davis

Mr. Davis stated that the GlenDell Subdivision is located at 1300 N 4150 W, and there is a 300 ft. easement at the back of each lot to accommodate the future Legacy Highway. The Council released the easement on Lots 9 and 10 a few years ago, and the owner of Lot 14 is now requesting the easement to be released on his lot, to build a shed on the back of his property. According to the plan, Staff believes there is enough room to release part of the easement to allow for a shed. Council Member Petersen commented that he is wary of releasing the easement on all of the lots, so as not to mislead future buyers of the property. Mr. Davis stated that he suggests releasing only part of the easement on only this lot.

The Administrative Session adjourned.



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
May 3, 2016**

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

General Session

7:00 pm – Council Room

Minutes for the West Point City Council General Session held at the West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on April 19, 2016 at approximately 7:20 pm with Mayor Craythorne presiding.

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

EXCUSED – None

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Evan Nelson, Administrative Services Director, Paul Rochell, Public Works Director; and Casey Arnold, City Recorder

VISITORS PRESENT –

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

Council Member Chatterton – no comment

Council Member Dawson – The North Davis Sewer District attended a convention in St. George, and their team participated in a competition consisting of various safety, lavatory, etc., exercises, and won first place which qualified to go to nationals.

Council Member Petersen – no comment

Council Member Turner – a Resident asked him if there were any plans to install improvements on 4500 W, such as sidewalks and street lights. Mr. Laws commented that the City applied for Safe Sidewalk Project money for the 300 N to 550 N section, but did not receive it. The Mayor stated that 4500 W is a state road. Council Member Petersen commented that he believed residents have more “pull” with UDOT than the City does, and suggested that the resident call the UDOT Region One office.

Council Member Henderson – no comment

Mayor Craythorne – no comment

5. **Communications from Staff**

Mr. Laws reminded the Council of the Staff/Council Lunch on May 11th, as well as the Take Pride Day this coming Saturday at the Loy Blake Park.

Mr. Davis stated that the Spring Clean-Up went well, with 13 loads being taken to the dump.

6. Citizen Comment Follow-Up - None

7. Citizen Comment

Doug Zaugg – 438 N 3000 W – stated that when the 3000 W construction was completed in front of house, there were some items left behind, including a wide pipe and metal fencing. He also inquired as to when the shielding will be installed on the street lights. He commented that KSL did a segment on how the night sky is being polluted by lights, and suggested the Council watch it, and would like the City to do what it can to tone down the lights. Council Member Dawson commented that the City does have a Dark Sky Ordinance.

8. Consideration of Approval of Minutes from April 19, 2016 City Council Meeting

Council Member Petersen motioned to approve the minutes from the April 19, 2016 City Council Meeting
Council Member Henderson seconded the motion
The Council unanimously agreed

9. Youth Council Update – None

10. Davis County Sherriff's Department

Sheriff Todd Richardson introduced new personnel that will be working with the City. Captain Dave Bremmer started with the Sheriff's Department in 1983 and spent most of his career in detectives. He is excited to work in patrol, and with his lieutenants. He would like his men to develop good relationships with the residents and the City; officers out talking with residents, coming into City Hall, etc. He is honored to serve the City. Lieutenant Bob Thompson started with the Sherriff's Department 23 years ago, and along with being a paramedic, has experience in patrol, undercover narcotics, courts, and in the detective division. Lieutenant Shane Archibald started with the Department in 1996, and moved from ambulance to corrections, then to courts, on to patrol, then SWAT and then worked in various Davis School District schools. After deploying with the military, he served in courts, and is excited to now be back in patrol. He will work more on the administrative side of things.

The division of responsibilities is still being determined, and the City would be made aware of their direct contact as soon as it was figured out. The Council thanked them for their service.

11. Final Approval of the Red Barn Ranch Subdivision – Mr. Boyd Davis

Mr. Davis stated that the Red Barn Ranch Subdivision is a single lot subdivision located at 2737 W 300 N. The Lot is .51 acres and is zoned R-2. The lot meets all the requirements for those zones, and all utilities will be stubbed into the property from 300 N. Staff recommends approval of the single lot subdivision, as well as a Postponement Agreement for Curb Gutter and Sidewalk because there is no existing curb along this section of the street. The nearest curb is ¼ mile to the west. The Postponement Agreement will stay with the lot.

Council Member Chatterton motioned for final approval of the Red Barn Ranch Subdivision
Council Member Turner seconded the motion
The Council unanimously agreed

12. Consideration of Approval of Resolution No. 05-03-2016A, Granting a Postponement Agreement for Curb, Gutter and Sidewalk at 2737 W 300 N – Mr. Boyd Davis

Council Member Henderson motioned for approval of Resolution No. 05-03-2016A, Granting a Postponement Agreement for Curb, Gutter and Sidewalk at 2737 W 300 N

Council Member Dawson seconded the motion
The Council unanimously agreed

13. Consideration of Approval of Resolution No. 05-03-2016B, A Resolution Approving the Adoption by the CDRA of West Point City of a Parameters Resolution Authorizing the Issuance and Sale of Not More than \$1,250,000 Tax Increment and Sales Tax Revenue Bonds and Related Matters – Mr. Evan Nelson

Council Member Petersen motioned for approval of Resolution No. 05-03-2016B, A Resolution Approving the Adoption by the CDRA of West Point City of a Parameters Resolution Authorizing the Issuance and Sale of Not More than \$1,250,000 Tax Increment and Sales Tax Revenue Bonds and Related Matters
Council Member Turner seconded the motion
The Council unanimously agreed

14. Motion to Adjourn into Closed Session

Council Member Petersen motioned to adjourn into Closed Session pursuant to UCA §52-4-205(1)(d), to discuss the purchase of real property
Council Member Henderson seconded the motion
The Council unanimously agreed

CLOSED SESSION

Immediately following the General Session (Board Room)

1. Call to Order

Mayor Craythorne called the May 3, 2016 Closed Session to Order
Roll Call -

Mayor Erik Craythorne
Council Member Jeff Turner
Council Member Kent Henderson
Council Member Gary Petersen
Council Member Andy Dawson
Council Member Jerry Chatterton
City Manager Kyle Laws
Assistant City Manager Boyd Davis
City Recorder Casey Arnold

2. The Council discussed the purchase of real property pursuant to UCA §52-4-205(1)(d).

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

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

Council Member Chatterton motioned to adjourn the General Session
Council Member Henderson seconded the motion
The Council unanimously agreed

MAYOR ERIK CRAYTHORNE May 3, 2016
DATE

CASEY ARNOLD, CITY RECORDER May 3, 2016
DATE

City Council Staff Report

Subject: Davis Farms South Lot 7 Amended Plat – Bill Phifer – 3794 W 1800 N
Author: Boyd Davis
Department: Community Development
Date: May 17, 2016

Background

Bill Phifer owns two house at 3794 W 1800 N. One house faces the street and the other is on a flag lot behind the first house. He is planning to sell the front house, but would like to reduce the size of the lot before doing so. In order to resize the lot, the property must be rezoned and the subdivision plat must be amended. The property was rezoned in February and the applicant is now requesting approval of the amended plat

Analysis

If approved, this amended plat will not result in any new lots or homes due to the dimensions of the existing property. Nor does the property owner have any plans to develop more lots. This is simply an effort to adjust his property lines.

State code requires that notice be sent to public entities 10 day prior to taking action. Notices have been sent and this will be presented at the next council meeting for your consideration.

Recommendation

No action required. This is for discussion only.

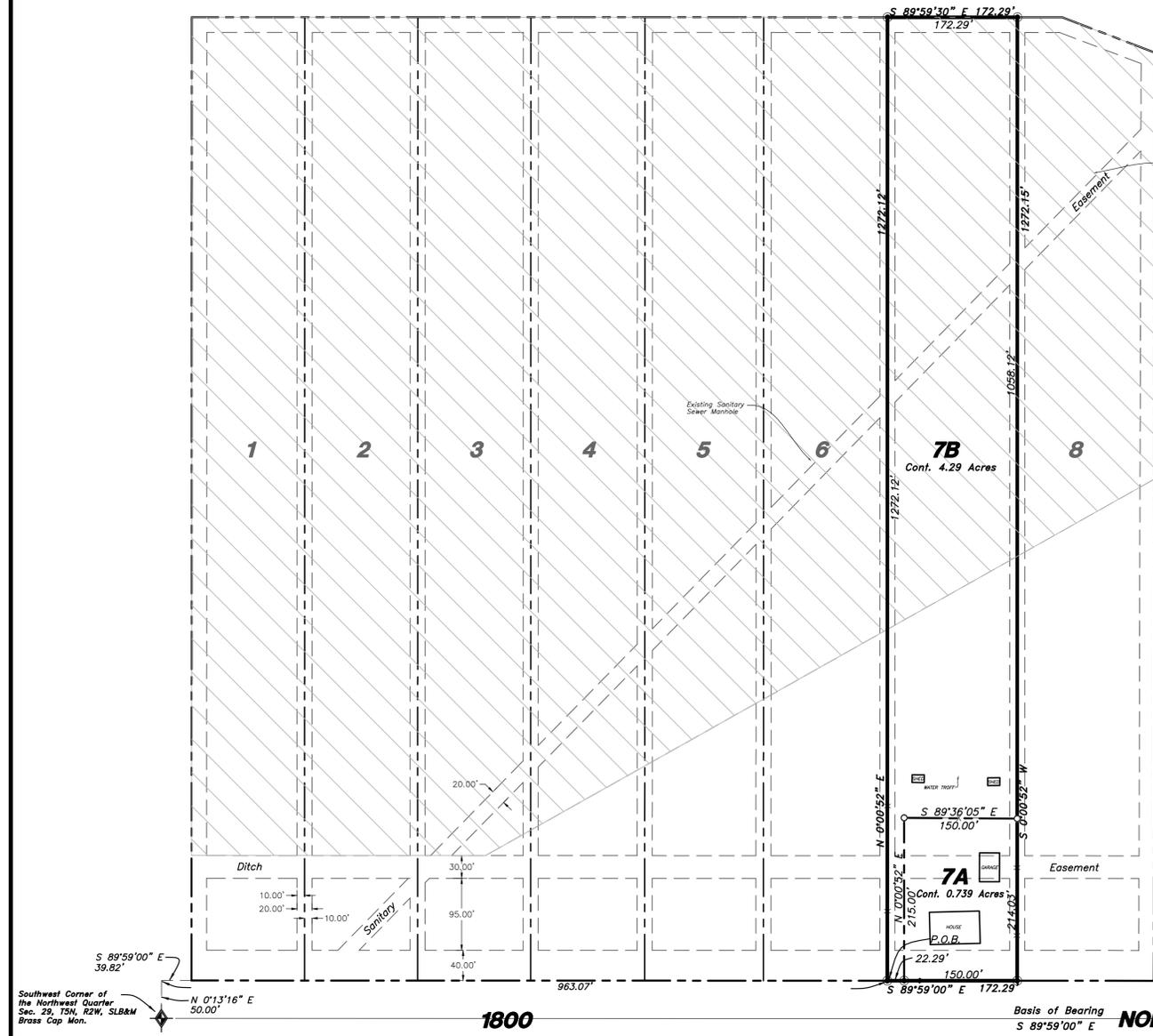
Significant Impacts

None

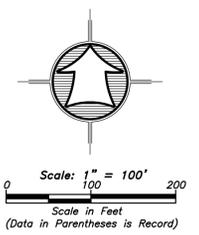
Attachments

Plat Map

FINAL PLAT
Davis Farms South
Second Amendment to Re-Subdivision of Lot 7A & 7B
 A PART OF THE NORTHWEST QUARTER OF SECTION 29,
 TOWNSHIP 5 NORTH, RANGE 2 WEST, S.L.B.&M.
 WEST POINT CITY, DAVIS COUNTY, UTAH
 MARCH 2016



- LEGEND**
- Subject Property Line
 - - - - - Adjoining Property Line
 - - - - - Previous Property Line
 - Centerline
 - - - - - Ditch
 - - - - - Field Separation Line
 - - - - - Fence Line (Wire)
 - - - - - Fence Line (wood or Vinyl)
 - Found H&I Rebar
 - Set 5/8"x24" Rebar With Cap
 - ◆ Section Corner
 - ▨ Non Buildable Area



Lot 7A - 3788 West 1800 North
 Lot 7B - 3794 West 1800 North

NOTE:
 10 ft Utility and Drainage Easements each side of Property Lines as indicated by dashed lines, unless otherwise shown.

Southwest Corner of the Northwest Quarter, Sec. 29, T5N, R2W, SLB&M Brass Cap Mon.

SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and by the Authority of the Owners, I have Completed a Survey of the Property Described and shown Hereon this Plat in Accordance with Section 17-23-17 and have Verified all Measurements, and that the same has been Surveyed and Monuments have been Located and/or Placed on the Ground as Represented on the plat Hereon.

Signed this _____ day of _____, 2016.

K. Greg Hansen PLS
 Utah Land Surveyor Licence No. 167819



BOUNDARY DESCRIPTION

ALL OF LOTS 7A AND 7B, DAVIS FARMS SOUTH RE-SUBDIVISION OF LOT 7 BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT AND NAME SAID TRACT SECOND AMENDMENT TO THE "RE-SUBDIVISION OF LOT 7, DAVIS FARMS SOUTH" AND HEREBY DEDICATE, GRANT AND CONVEY TO WEST POINT CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY WEST POINT CITY IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS _____ DAY OF _____, 2016.

WILLIAM CHARLES PHIFER, JR. GAIL LORENE PHIFER
 CO-TRUSTEES OF THE PHIFER FAMILY TRUST, U/A DATED OCTOBER 29, 2015

TRUST ACKNOWLEDGMENT

State of Utah
 County of Davis

ON THIS _____ DAY OF _____, 2016, WILLIAM CHARLES PHIFER, JR. AND GAIL LORENE PHIFER, CO-TRUSTEES OF THE PHIFER FAMILY TRUST, U/A DATED OCTOBER 29, 2015, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF DAVIS, IN THE STATE OF UTAH, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, TWO IN NUMBERS, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED ON BEHALF OF SAID TRUST.

Notary public

Narrative

The purpose of this survey was to re-establish and set the property corners on the north line of Lot 7A to fit an existing fence as shown and described hereon. The survey was ordered by Bill Phifer. The control used to establish the property corners was the existing Davis County Survey Monumentation surrounding Section 29, T5N, R2W, SLB&M. The basis of bearing is the Center line of said Section assumed to bear South 89°59'00" East.

HANSEN & ASSOCIATES, INC.
 Consulting Engineers and Land Surveyors

538 North Main Brigham City, Utah 84302
 Brigham City (435) 723-3461 Ogden (435) 723-8272
 16-3-27.dwg v.15

WEST POINT CITY ATTORNEY
 I have examined this subdivision plat and in my opinion it conforms with the City Ordinances applicable thereto and now in force and effect.
 Signed this _____ day of _____, 2016.

 Signature

WEST POINT CITY ENGINEER
 I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.
 Signed this _____ day of _____, 2016.

 Signature

WEST POINT CITY APPROVAL
 This is to certify that this subdivision plat and dedications are hereby accepted by the City Council of West Point City, Davis County, Utah this _____ day of _____, 2016.
 ATTEST: _____
 TITLE: _____ MAYOR

WEST POINT CITY PLANNING COMMISSION
 Approved by the West Point City Planning Commission on the _____ day of _____, 2016.

 Chairman, West Point Planning Commission

Developer:
 Bill Phifer
 3794 West 1800 North
 West Point City, Utah
 Ph: (801) 779-4432
 Cell: (801) 230-2026

DAVIS COUNTY RECORDER
 ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND
 RECORDED _____ AT _____
 IN BOOK _____ OF OFFICIAL
 RECORDS, PAGE _____ RECORDED
 FOR _____
 COUNTY RECORDER
 BY: _____ DEPUTY

City Council Staff Report

Subject: Release of Easement – GlenDell Subdivision
Author: Boyd Davis
Department: Community Development
Date: May 17, 2016

Background

When the Glendale Subdivision was approved a 300 ft. easement was placed on the plat to accommodate the future Legacy Highway. The easement was placed in the original corridor that was established in 2001. As you are aware, UDOT has abandoned that corridor in favor of other options. Since it has been abandoned we have received a request from one of the property owners in the subdivision to have the easement released.

Analysis

As seen on the attached map the new proposed corridor is to the west of the Glendale Subdivision and affects fewer lots than originally planned. The request to release the easement came from the owner of lot 14 who would like to build a shed on the back of his property. The new proposed corridor does appear to clip a small area of the lot, but there is obviously no need for a 300 ft. wide easement.

The purpose of the easement was to prevent property owners from building permanent structures in the future highway corridor, not to take the property from the owners. UDOT would still be required to purchase the property within the easement just as any other property in the corridor. If the easement is removed and the corridor changes back to the original corridor it would still be available for purchase. However, it is very unlikely that it will be changed.

Recommendation

Staff recommends that east half of the easement be released, as shown in attached map and as described in Resolution 05-17-2016A.

Significant Impacts

None.

Attachments

Maps
Resolution 05-17-2016A

WEST DAVIS CORRIDOR

150.0'

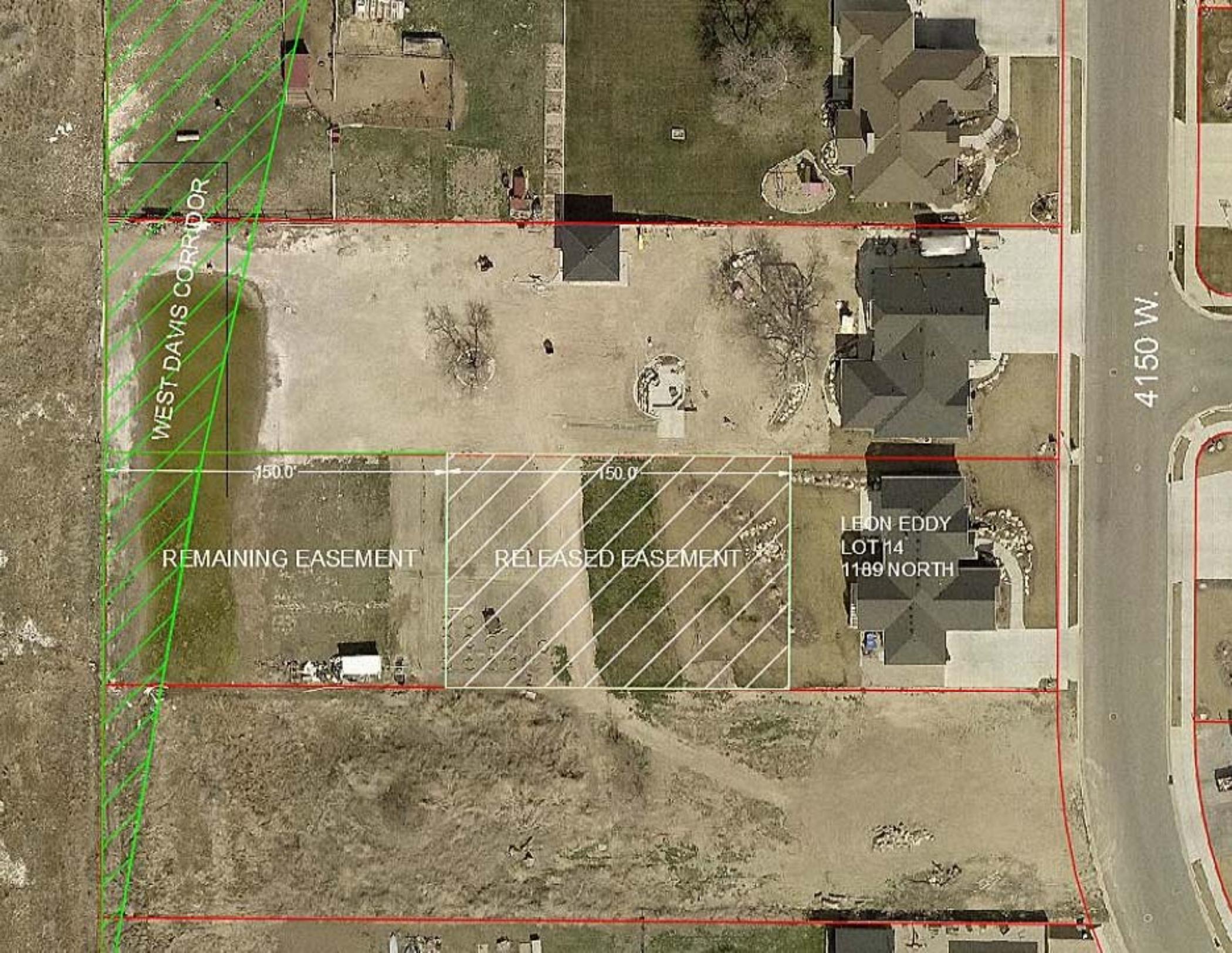
REMAINING EASEMENT

150.0'

RELEASED EASEMENT

LEON EDDY
LOT 14
1189 NORTH

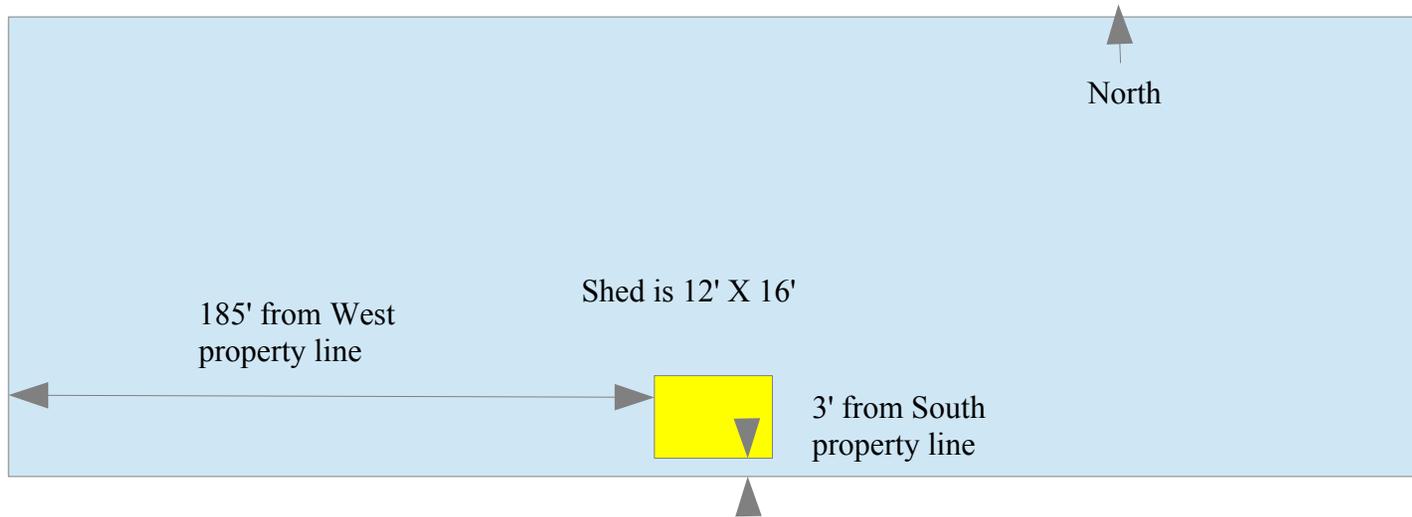
4150 W.



Boyd,

This is the location of my planned shed on my lot. My address 4150 W 1189 N.

Thanks, Leon Eddy
801-725-2621
email: LE1956@msn.com





RESOLUTION NO. 05-17-2016C

**A RESOLUTION RELEASING A PORTION OF AN
EASEMENT IN THE GLENDELL ACRES SUBDIVISION
PHASE 1 IN WEST POINT CITY, DAVIS COUNTY, UTAH**

WHEREAS, West Point City has been preserving a corridor for a future highway known as the West Davis Corridor; and

WHEREAS, a 300 ft. easement was recorded on lot 14 of the GlenDell Acres – Phase 2 Subdivision for said highway; and

WHEREAS, the Utah Department of Transportation is conducting an environment impact study for said highway; and

WHEREAS, the proposed corridor as shown in the study does not cover the full easement.

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

A portion of the easement on lot 14 of the GlenDell Acres – Phase 2 Subdivision is hereby released. The remaining easement shall remain in place. Said portion of easement being released is more particularly described as follows:

A part of the Northeast Quarter of Section 31, Township 5 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the north property line of lot 14 of the GlenDell Acres – Phase 2 subdivision as recorded in the Recorder’s office of Davis County, Utah, said point being S 89°58’10” E 1320.67’ from the North Quarter Corner of Section 31, Township 5 North, Range 2 West; thence, S 0°05’14” W 582.89’; thence S 89°58’10” E 150.00’ to the point of beginning. Thence as follows:

**S 89°58’10” E 150.00’; thence,
S 0°05’14” W 101.80’ more or less to the south line of said lot 14; thence,
N 89°58’10” W 150.00’; thence,
N 0°05’14” E 101.80’ to the point of beginning.**

Contains 15,269 sq. ft.

Excepting a 7.5’ public utility easement along the north line of lot 14 as required by West Point City Code.

PASSED AND ADOPTED this _____ day of _____, 20_____.

WEST POINT CITY,

A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder