



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
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
Jeff Turner
City Manager
Kyle Laws

ADMINISTRATIVE SESSION

5:30 pm (Board Room)

1. **Open and Public Meetings Training** – Mr. Kyle Laws
2. **Discussion of the FY2017 Tentative Budget**– Mr. Boyd Davis [page 5](#)
3. **Discussion of the Super Parameters Resolution for the CDRA Bond**– Mr. Evan Nelson [page 27](#)
4. **Discussion Regarding the Street Cut Permit Policy** – Mr. Boyd Davis [page 37](#)
5. **Discussion of Amended Plat for the Davis Farms South Lot 7** – Mr. Boyd Davis [page 43](#)
6. **Discussion Regarding Release of Easement on Glendale Lot 14** – Mr. Boyd Davis [page 45](#)

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 June 16, 2015 CDRA Meeting** [page 49](#)
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 [page 31](#)
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 April 19, 2016 City Council Meeting** [page 51](#)
9. **Youth Council Update**
10. **Davis County Sheriff’s Department**
11. **Final Approval of the Red Barn Ranch Subdivision** – Mr. Boyd Davis [page 59](#)
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 [page 61](#)
13. **Consideration 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 [page 29](#)
14. **Motion to Adjourn into Closed Session**

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 28th day of April, 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.

West Point City 2016 Calendar

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

TENTATIVE UPCOMING ITEMS

Date: 5/17/2016

Administrative Session – 6:00 pm

1. Discussion of the FY2017 Tentative Budget – Mr. Evan Nelson
2. Discussion of the FY2017 Tentative Budget for the CDRA of West Point City – Mr. Evan Nelson
3. Discussion of Animal Control Ordinance regarding cats – Mr. Kyle Laws

CDRA Meeting – 7:00 pm

1. Consideration of Resolution R05-17-2016A, the Adoption of the FY2017 Tentative Budget for the CDRA of West Point City – Mr. Evan Nelson

General Session

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Consideration Resolution No. 05-17-2016A, the Adoption of the FY2017 Tentative Budget for West Point City and All Related Agencies – Mr. Evan Nelson
3. Final Approval of the Amended Plat for the Davis Farms South Lot 7 – Mr. Boyd Davis
4. Consideration of Release of Easement on Glendale Lot 14 – Mr. Boyd Davis

Closed Session

To discuss personnel

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.

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

FUTURE ITEMS

Administrative Session

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

General Session

1. Consideration of Resolution No. 02-16-2016, Approving Amendment No. 3 to the Interlocal Cooperation Agreement with Davis County for Animal Control Services – Mr. Kyle Laws

CDRA

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

City Council Staff Report

Subject: FY2017 Budget
Author: Evan Nelson
Department: Administrative Services
Date: May 3, 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 must be presented to the City Council at or before the first meeting in May. The Mayor, City Council, and Staff will discuss the FY2017 Tentative Budget over the course of the next several City Council Meetings, with a tentative schedule as shown below:

May 3, 2016

- General Fund
- Personnel Options (all funds)
- Debt Service Fund
- Property Tax Rate

May 17, 2016

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

June 7, 2016

- CDRA Fund
- 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 CDRA Final Budget

ANALYSIS

This report provides a summary of city-wide budgeted revenues and expenditures, a discussion of General Fund revenues, an explanation of proposed personnel budget options, and a discussion of proposed General Fund budget options.

City-wide Budget

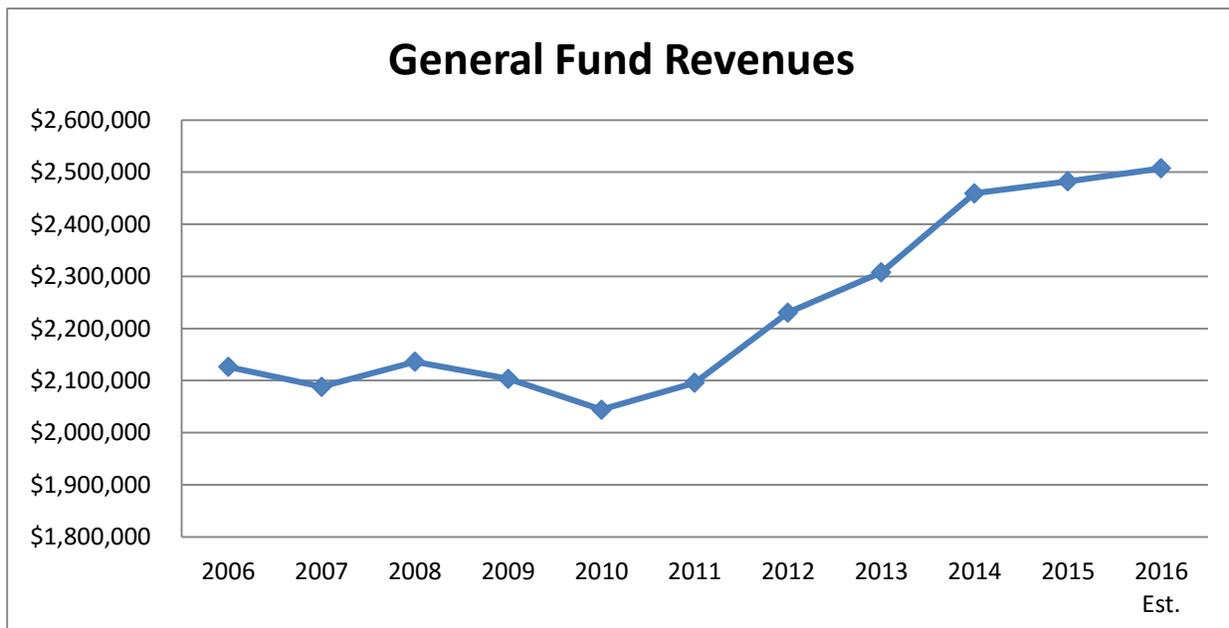
The FY2017 budget is summarized in the table below. In the detailed budget, Fund Balance and Transfers-In are reported as revenue, while Transfers-Out are reported as expenditures.

2017 Proposed Budget

	Revenue	Fund Balance	Transfers In	Expenditures	Transfers Out
General Fund	\$2,517,924	\$775,674	\$0	\$2,042,998	\$1,250,600
Special Revenue Fund	\$1,236,260	\$745,673	\$343,300	\$2,325,233	\$0
Capital Projects Fund	\$190,644	\$493,641	\$800,000	\$1,484,285	\$0
Waste Fund	\$1,610,800	\$576,375	\$0	\$2,187,175	\$0
Water Fund	\$1,534,425	\$1,046,565	\$0	\$2,580,990	\$0
Storm Water Fund	\$223,275	\$542,881	\$0	\$766,156	\$0
Debt Service Fund	\$0	\$0	\$107,300	\$107,300	\$0
Total	\$7,313,328	\$4,180,809	\$1,250,600	\$11,494,137	\$1,250,600

General Fund Revenues

General Fund revenues have been steadily increasing since 2010, as shown in the graph below. Significant revenue streams in the General Fund include Sales Tax, Property Tax, Energy Sales and Use Tax, and Class C road revenue. Sales Tax is the strength behind the year-over-year increases we have been seeing. Building permit revenues have declined somewhat, due to the limited number of buildable lots in West Point. The Telecommunications Tax has



continued to decline, which is likely due to pricing and service changes in the industry. Even Energy Sales and Use Tax revenues declined in FY2015. In spite of some declines, Sales Tax and Property Tax have continued to show positive trends. Economists predict that we will see a recession in the next few years. New tax revenues from the Smiths Marketplace project are expected to provide some relief from recessionary pressures. We continue to budget General Fund revenues conservatively due to sensitivity to several economic factors. We propose a General Fund revenue budget of \$3,293,598, which includes \$775,674 of fund balance.

Personnel Budget Requests

Many employee salary and benefit expenses are allocated across multiple funds. This section contains an explanation of personnel budget requests and the corresponding budgetary impacts of these changes.

Utility Clerk Split – Toward the end of 2015, our Utility Clerk position opened up. Rather than fill the 32-hour position, we elected to split the position into two 20-hour positions. This change increased the total number of hours, but eliminated the health insurance expenses associated with the position, resulting in a net budgetary decrease of \$17,112 across funds.

Workers Compensation – Due to a slight decrease in Workers Compensation rates, we propose a budgetary decrease of \$775 across funds.

Health Insurance – The City's health insurance plan renewed January 1, 2016. As you are aware, we changed providers from Altius to PEHP. In order to be in compliance with the Affordable Care Act, our plan deductible changed from \$4,000 to \$5,000. Accordingly, the employer contribution to employee health savings accounts was increased to \$5,000 per year for family plans and \$2,500 per year for double or single plans. Health insurance budgets in previous years have been estimated conservatively, due, in part, to plan renewal occurring half way through the fiscal year, long after the budget is approved. We have performed a new analysis of health insurance costs and tightened down our estimation tool. The proposed budget includes a 5% increase to dental premiums and a 12% increase to health premiums beginning January 1, 2017. While actual insurance expenses are increasing, we have been able to eliminate some of the cushion that existed in previous budgets resulting in a budgetary decrease of \$7,637 across funds.

Planning Commission Pay – In order to comply with IRS regulations, we began paying the Planning Commission as employees rather than contractors. Their pay previously came out of a regular expense line rather than a salary line. Additionally, the rate of pay was increased a couple years ago. In order to facilitate these changes, we propose an increase to the Community Development salary and benefit lines in the amount of \$6,163.

Change Planner to Full-time – Our city planner was hired to work 20 hours per week. In order to better facilitate work on the City’s General Plan, updating of City ordinances, and planning for future development we propose changing the City Planner position to full-time. This change increases the salary budget by \$22,788 and the benefits budget by \$24,454, for a combined increase of \$47,242. The Council already approved changing the Planner position to 30 hours per week. These numbers reflect the change from the original budget (20 hours) to the new budget (40 hours).

Reduce Public Works Lead Position – When the previous Public Works Lead employee left employment, the City hired the new employee to a Public Works I position. The remaining budget for the Public Works Lead position was preserved for the possible future hiring of another full-time Public Works employee. Reducing the Public Works Lead position down to a Public Works II allows a budget reduction of \$22,157, which can help offset the cost of the next proposed option.

Change Seasonal Parks Position to Full-time – With the expansion of the City’s trail system and ongoing improvements to City parks, the workload in the Parks Department has increased. To continue providing a high level of service in this department, we propose changing one Seasonal Parks position to a Full-time Public Works position. This would have a budget impact of \$41,833 across funds, but would be offset by the \$22,157 previously discussed.

2% Merit Increase – It has been the City’s compensation philosophy to provide employees with a 2% salary increase each year based upon positive performance. An additional cost-of-living adjustment of 2% is also provided every other year. These increases are not guaranteed, but are subject to budgetary constraints, as approved by the City Council. In Fiscal Year 2017, we propose a 2% merit increase be included in the budget for full-time and regular part-time employees. The impact of this increase is \$22,125 across funds.

General Fund Department Budget Requests

This section contains an explanation of General Fund Department budget requests that are not related to regular personnel expenses.

Executive (net decrease of \$4,210) – In the Executive Department, we propose 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 proposed allocation of cell phone expenses and the elimination of one cell phone line. In previous years, the full expense for city cell phones was paid out of the General Fund Executive Department. It seems more proper for the other funds to share this expense so the budget has been allocated accordingly.

Administrative Services (net decrease of \$7,090) – During this year’s budget preparation, we looked at various expenses that are or could be allocated across multiple funds.

Adjustments are proposed based on revised allocations and reduction of excess cushion in some budget lines. The Risk Management expenditure line is one that had been allocated in the past, but needed further adjustment. The allocation is calculated using the net position of each fund. We propose increasing the General Fund portion of risk management expense by \$6,000 and decreasing each of the enterprise fund risk management expenses as follows: Waste (\$5,000), Water (\$9,000), and Storm Water (\$2,500). This causes a net decrease of \$10,500, which is no longer needed in the budget. A decrease of \$2,250 is proposed in the IT expense line. A decrease of \$11,200 is also proposed as a result of Auditor/Accountant expense allocation. Lastly, a phone allowance in lieu of a City-issued phone is proposed for the Administrative Services Director in the amount of \$360. This is offset by a reduction of the same amount in the Executive phone expense line.

Public Works (net increase of \$4,950) – In previous years, all overtime expenses have been charged to the General Fund and all on-call expenses have been charged to the Waste Fund. We propose allocating these expenses to the General Fund (70%), the Waste Fund (10%) and the Water Fund (20%) to more accurately reflect actual time spent working in the various departments. We propose increasing the total overtime budget from \$15,000 to \$20,000, \$14,000 of which would be expended out of the Public Works Department. We also propose adding a budget for on-call expense in the amount of \$5,950 in the Public Works Department. The total on-call budget, across funds, remains at \$8,500.

Community Development (net decrease of \$500) – We propose 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 of method for paying Planning Commission members.

Public Safety (net increase of \$39,900) – Expenses for three contracted services in the Public Safety Department are expected to increase this year. We propose an increase of \$10,000 to the Animal Control Budget, \$28,600 to the Police Services Budget, and \$1,300 to the Narcotics Strike Force Budget. Changes to the Animal Control contract come as a result of Davis County shifting more expenses to participating cities. The increase in Police Services comes with the Sheriff's desire to equalize contracts with contracted cities as well as our desire for increased coverage. The increase in the Narcotics Strike Force expense is the result of one member city discontinuing participation in the program.

Recreation (net increase of \$12,400) – We propose an increase of \$5,000 for the addition of a tennis program, \$2,500 for the purchase of a new pitching machine, and \$2,500 in the Football line item to pay for coach training and Football Camp t-shirts and staffing. We also propose adding \$2,000 for background checks and \$400 for mileage reimbursement.

Transfers, Contingency, and Other Uses (net increase of \$845,235) – We propose an increase of \$53,300 to the Class C transfer line. This is the anticipated amount of increased Class C

revenues resulting from recent legislative changes. Last year's original budget only provided for \$8,340 to be transferred to the Capital Projects Fund. This was corrected in the Amended Budget. As discussed, we propose budgeting \$800,000 to be transferred into the Capital Projects Fund. The actual amount transferred should be less, but we prefer having a cushion to ensure the budget is not exceeded. We also propose increasing the General Fund transfer to the Debt Service Fund by \$275 to meet future debt payments.

RECOMMENDATION

Staff would like Council to discuss and provide direction on the proposed Tentative Budget for FY2017.

SIGNIFICANT IMPACTS

There are no significant impacts at this time.

ATTACHMENTS

Proposed Tentative Budget

Summary of Changes for FY 2017 Budget

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
GENERAL FUND						
TAXES						
10-31-10	Property Taxes	363,276.88	359,773.51	376,649.00	376,649.00	376,649.00
10-31-25	Vehicle - In lieu of prop. tax	35,368.95	49,329.58	35,000.00	35,000.00	35,000.00
10-31-30	General Sales and Use Taxes	940,522.76	988,139.88	917,931.00	917,931.00	1,106,000.00
10-31-40	Cable TV	19,127.37	19,054.19	19,000.00	19,000.00	19,000.00
10-31-50	Energy Sales and Use	379,215.48	366,765.01	345,000.00	345,000.00	364,000.00
10-31-60	Telecommunications	113,642.59	97,350.12	100,000.00	100,000.00	75,000.00
	Total TAXES:	1,851,154.03	1,880,412.29	1,793,580.00	1,793,580.00	1,975,649.00
LICENSES AND PERMITS						
10-32-10	Bus. License/Cond. Use Permits	12,270.00	12,418.00	12,000.00	12,000.00	12,000.00
10-32-21	Building Permits	151,375.03	131,578.03	100,000.00	100,000.00	50,475.00
	Total LICENSES AND PERMITS:	163,645.03	143,996.03	112,000.00	112,000.00	62,475.00
INTERGOVERNMENTAL REVENUE						
10-33-56	Class C Roads	287,457.13	301,707.74	290,000.00	320,000.00	343,300.00
10-33-58	State Liquor Allotment	5,832.29	.00	.00	.00	.00
	Total INTERGOVERNMENTAL REVENUE:	293,289.42	301,707.74	290,000.00	320,000.00	343,300.00
CHARGES FOR SERVICES						
10-34-10	Zoning and Subdivision Fees	8,317.00	12,035.00	7,000.00	7,000.00	7,000.00
10-34-60	Recreation Fees	87,656.36	87,359.75	85,000.00	85,000.00	85,000.00
10-34-78	Park & City Hall Reservations	5,055.00	4,605.00	4,500.00	4,500.00	4,500.00
10-34-79	City Celeb. & Sponsorships	13,386.39	13,028.27	12,000.00	12,000.00	12,000.00
10-34-82	Cemetery Interment	16,200.00	16,225.00	9,000.00	9,000.00	11,000.00
10-34-90	Misc. Income & Concessions	17,131.23	17,181.10	15,000.00	15,000.00	15,000.00
	Total CHARGES FOR SERVICES:	147,745.98	150,434.12	132,500.00	132,500.00	134,500.00
MISCELLANEOUS REVENUE						
10-36-10	Interest Earnings	2,443.34	3,145.22	1,000.00	1,000.00	2,000.00
10-36-20	Donations	730.00	.00	.00	.00	.00
10-36-25	Military Memorial Donations	530.00	1,505.00	.00	.00	.00
10-36-90	Miscellaneous	47.99	1,279.20	.00	.00	.00
	Total MISCELLANEOUS REVENUE:	3,751.33	5,929.42	1,000.00	1,000.00	2,000.00
CONTRIBUTIONS & TRANSFERS						
10-39-10	Beginning Balance	.00	.00	.00	797,494.00	775,674.00
10-39-50	Fleet Contribution - Waste Fun	8,000.00	.00	.00	.00	.00
10-39-55	Fleet Contribution - Water Fun	14,000.00	.00	.00	.00	.00
	Total CONTRIBUTIONS & TRANSFERS:	22,000.00	.00	.00	797,494.00	775,674.00
GENERAL GOVERNMENT						
10-41-10	Mayor and Council Wages	39,375.00	41,364.55	39,600.00	39,600.00	39,600.00
10-41-11	Executive	2,650.55	.00	.00	.00	.00
10-41-13	Employee Benefits	6,002.26	5,297.52	6,275.00	6,275.00	6,228.00
10-41-33	Training and Education	7,286.57	4,397.64	9,000.00	9,000.00	9,000.00
10-41-35	Community Service Contracts	500.00	1,075.00	3,000.00	3,000.00	3,000.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
Total GENERAL GOVERNMENT:		55,814.38	52,134.71	57,875.00	57,875.00	57,828.00
ADMINISTRATIVE SERVICES						
10-44-11	Salaries and Wages	99,360.37	85,334.71	90,677.00	90,677.00	93,618.00
10-44-13	Employee Benefits	35,222.32	35,633.82	47,332.00	47,332.00	38,641.00
10-44-20	Mileage Reimbursement	333.40	413.25	800.00	800.00	800.00
10-44-21	Books, Subscrip. & Memberships	466.80	376.01	1,000.00	1,000.00	1,000.00
10-44-24	Postage	3,740.92	3,660.92	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	332.07	821.48	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	13,987.11	12,867.56	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	3,087.87	2,843.49	4,000.00	4,000.00	4,000.00
10-44-38	Auditor & Accounting Support	24,700.00	25,030.00	25,500.00	25,500.00	14,300.00
10-44-63	IT Support & Contracts	4,132.50	2,466.24	4,750.00	4,750.00	2,500.00
10-44-69	Office Supplies & Expense	3,271.37	2,015.12	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	31,846.93	35,752.91	34,000.00	34,000.00	40,000.00
10-44-95	Credit Card Processing Fees	756.05	780.70	1,000.00	1,000.00	1,000.00
10-44-98	Bank Service Charges	762.46	492.60	1,000.00	1,000.00	1,000.00
Total ADMINISTRATIVE SERVICES:		222,000.17	208,488.81	236,559.00	236,559.00	223,359.00
PUBLIC WORKS						
10-48-11	Salaries and Wages	152,649.08	80,417.10	96,839.00	96,839.00	118,850.00
10-48-13	Employee Benefits & Retirement	73,522.87	51,588.39	63,548.00	63,548.00	82,541.00
10-48-15	On call pay	.00	.00	.00	.00	5,950.00
10-48-20	Overtime	18,065.68	16,128.86	15,000.00	15,000.00	14,000.00
10-48-23	Travel and Education	413.42	325.00	360.00	360.00	360.00
10-48-25	Equipment, Supplies & Maint.	7,621.89	8,433.56	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	19,770.59	21,516.65	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	1,496.97	2,151.49	3,000.00	3,000.00	3,000.00
10-48-63	IT Support & Contracts	.00	67.67	.00	.00	.00
10-48-65	Fleet Operations & Maintenance	6,548.37	4,478.20	4,250.00	4,250.00	4,250.00
10-48-67	Fleet Fuel	29,800.19	10,276.00	12,865.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	936.52	212.59	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	.00	4,000.00	10,000.00	10,000.00	10,000.00
10-48-75	Crosswalk Power	746.52	789.64	900.00	900.00	900.00
10-48-77	Public Facilities Heating	6,753.64	6,791.51	5,000.00	5,000.00	5,000.00
10-48-82	Public Facilities Power	17,101.14	18,778.86	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	47,313.23	47,114.81	52,000.00	52,000.00	52,000.00
Total PUBLIC WORKS:		382,740.11	273,070.33	312,322.00	312,322.00	358,276.00
EXECUTIVE						
10-49-11	Salaries and Wages	135,617.91	127,074.93	154,079.00	154,079.00	156,980.00
10-49-13	Employee Benefits	57,263.94	60,187.56	68,429.00	68,429.00	68,003.00
10-49-20	Mileage Reimbursements	118.79	.00	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	2,714.30	2,209.31	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	4,460.04	8,425.77	6,000.00	6,000.00	6,000.00
10-49-24	Postage	28.67	.00	320.00	320.00	320.00
10-49-25	New Equipment Purchase	5,840.21	7,994.13	9,000.00	9,000.00	9,000.00
10-49-37	Attorney	28,220.00	27,030.00	33,000.00	33,000.00	33,000.00
10-49-62	Miscellaneous	.00	.00	15,000.00	15,000.00	15,000.00
10-49-63	IT Support & Contracts	18,927.76	18,258.82	24,000.00	24,000.00	24,000.00
10-49-65	Emp. Awards, Rec. & Events	9,087.07	10,080.74	11,000.00	11,000.00	11,000.00
10-49-66	Education Reimb. Program	1,000.00	.00	2,000.00	2,000.00	2,000.00
10-49-67	Emp. Benefits & Bonus Program	13.37	296.96	13,000.00	13,000.00	13,000.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
10-49-68	Wellness Program	25.00	.00	1,000.00	1,000.00	1,000.00
10-49-69	Office Supplies & Expense	4,268.05	5,384.50	5,000.00	5,000.00	5,000.00
10-49-70	Cellular & Radio Serv. & Equip	9,314.51	9,344.69	12,000.00	12,000.00	5,040.00
10-49-72	Legal Advertising	9,066.62	5,232.52	9,000.00	9,000.00	9,000.00
10-49-80	Utah League Membership	3,866.45	4,051.63	4,500.00	4,500.00	4,500.00
10-49-82	City Newsletter	428.74	2,896.20	1,750.00	1,750.00	4,500.00
10-49-83	Economic Development	.00	.00	8,000.00	8,000.00	8,000.00
10-49-85	Volunteerism Program	.00	.00	2,000.00	2,000.00	2,000.00
10-49-88	Recorders Office	14,132.72	3,230.74	8,000.00	8,000.00	8,000.00
10-49-89	Elections	.00	.00	8,000.00	8,000.00	8,000.00
10-49-90	City Celebrations & Events	62,192.91	65,312.33	63,000.00	63,000.00	63,000.00
10-49-91	Youth Council	4,733.62	5,979.71	6,000.00	6,000.00	6,000.00
10-49-92	Miss West Point Pageant	11,332.42	11,171.15	10,750.00	10,750.00	10,750.00
10-49-93	Senior Program	2,570.56	2,075.31	2,500.00	2,500.00	2,500.00
Total EXECUTIVE:		385,223.66	376,237.00	481,078.00	481,078.00	479,343.00
COMMUNITY DEVELOPMENT						
10-52-11	Salaries and Wages	90,078.32	90,139.42	135,316.00	138,316.00	166,877.00
10-52-13	Employee Benefits & Retirement	26,496.31	30,910.74	54,381.00	59,146.00	79,360.00
10-52-21	Books, Subscrip. & Memberships	263.00	704.14	750.00	750.00	750.00
10-52-23	Travel, Education & Certificat	1,979.04	1,585.09	2,500.00	2,500.00	4,000.00
10-52-25	Equipment & Supplies	3,174.64	4,193.39	6,500.00	6,500.00	6,500.00
10-52-51	GIS	1,977.00	.00	1,500.00	1,500.00	1,500.00
10-52-61	Miscellaneous Supplies	166.00	3.00	500.00	500.00	500.00
10-52-62	Contract Planning & Insp Serv	417.00	6,887.60	2,000.00	2,000.00	2,000.00
10-52-63	IT Support & Contracts	905.87	159.75	400.00	400.00	400.00
10-52-65	State Building Surcharge	1,202.96	2,315.05	1,000.00	1,000.00	1,000.00
10-52-68	Planning Comm/Board of Adj.	3,122.50	.00	5,000.00	5,000.00	3,000.00
10-52-69	Office Supplies & Expense	225.74	175.75	500.00	500.00	500.00
Total COMMUNITY DEVELOPMENT:		130,008.38	137,073.93	210,347.00	218,112.00	266,387.00
PUBLIC SAFETY & EMERGENCY PLAN						
10-54-11	Crossing Guards	17,922.98	21,827.20	33,866.00	33,866.00	33,866.00
10-54-13	Employee Benefits & Retirement	1,578.67	2,319.71	3,645.00	3,645.00	3,609.00
10-54-15	Crossing Guard Supplies/Equip.	508.48	257.07	1,000.00	1,000.00	1,000.00
10-54-60	Animal Control	22,620.12	23,238.66	24,000.00	24,000.00	34,000.00
10-54-62	Police Services	83,443.73	72,566.12	101,400.00	101,400.00	130,000.00
10-54-65	Narcotics Strike Force	7,133.25	7,133.25	7,500.00	7,500.00	8,800.00
10-54-75	Hometown Security (EPRT)	900.99-	2,576.15	4,000.00	4,000.00	4,000.00
Total PUBLIC SAFETY & EMERGENCY PLAN:		132,306.24	129,918.16	175,411.00	175,411.00	215,275.00
PARKS AND CEMETERY						
10-70-11	Salaries and Wages	61,538.30	64,598.89	115,640.00	115,640.00	99,410.00
10-70-13	Employee Benefits & Retirement	5,306.01	6,873.79	12,451.00	12,451.00	10,587.00
10-70-20	Uniforms	.00	.00	600.00	600.00	600.00
10-70-25	Equipment & Supplies	14,883.92	13,393.32	14,000.00	14,000.00	14,000.00
10-70-26	Building and Grounds	49,858.95	55,105.22	61,600.00	61,600.00	61,600.00
10-70-29	Park & Cemetery Lights	4,384.16	3,843.79	3,400.00	3,400.00	3,400.00
10-70-61	Misc. Services and Supplies	2,300.00	4,281.00	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	.00	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	5,262.84	1,728.25	4,000.00	4,000.00	4,000.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
Total PARKS AND CEMETERY:		143,534.18	149,824.26	213,391.00	213,391.00	195,297.00
RECREATION						
10-71-11	Salaries and Wages	90,428.40	87,460.60	105,577.00	105,577.00	106,981.00
10-71-13	Employee Benefits & Retirement	30,201.54	33,101.01	41,674.00	41,674.00	41,302.00
10-71-20	Recreation Program Marketing	464.60	295.55	1,000.00	1,000.00	1,000.00
10-71-23	Travel & Education	.00	.00	.00	.00	400.00
10-71-26	Building and Grounds	4,719.25	1,999.27	2,300.00	2,300.00	2,300.00
10-71-30	Background Checks	.00	.00	.00	1,000.00	2,000.00
10-71-60	Soccer	11,215.48	11,511.96	12,000.00	12,000.00	12,000.00
10-71-67	Junior Jazz	17,339.36	19,577.55	18,000.00	18,000.00	18,000.00
10-71-68	Football	37,822.72	29,381.17	32,000.00	32,000.00	34,500.00
10-71-69	Office Supplies & Expense	47.61	476.90	250.00	250.00	250.00
10-71-71	Baseball/Softball	22,813.81	18,236.67	18,000.00	18,000.00	20,500.00
10-71-73	Volleyball	2,518.13	3,101.66	3,000.00	3,000.00	3,000.00
10-71-74	Tennis	.00	.00	.00	.00	5,000.00
Total RECREATION:		217,475.68	205,142.34	233,801.00	234,801.00	247,233.00
TRANSFERS, CONT. & OTHER USES						
10-90-63	Class C Trans. to Special Rev.	287,457.13	301,707.74	290,000.00	320,000.00	343,300.00
10-90-65	Trans. To Capital Projects Fun	.00	.00	8,340.00	.00	.00
10-90-70	Trans. Debt. Serv. City Hall	106,766.00	34,637.91	107,025.00	107,025.00	107,300.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	366,605.34	561,610.01	.00	800,000.00	800,000.00
Total TRANSFERS, CONT. & OTHER USES:		760,828.47	897,955.66	405,365.00	1,227,025.00	1,250,600.00
GENERAL FUND Revenue Total:		2,481,585.79	2,482,479.60	2,329,080.00	3,156,574.00	3,293,598.00
GENERAL FUND Expenditure Total:		2,429,931.27	2,429,845.20	2,326,149.00	3,156,574.00	3,293,598.00
Net Total GENERAL FUND:		51,654.52	52,634.40	2,931.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
SPECIAL REVENUE FUND						
DEVELOPMENT FEES						
45-30-15	Water Impact Fees	30,194.00	.00	.00	.00	.00
45-30-28	Sewer Impact Fees	16,504.68	.00	.00	.00	.00
45-30-29	Storm Water Impact Fees	82,783.84	.00	.00	.00	.00
45-30-57	Road Impact Fees	232,105.79	175,610.82	170,150.00	170,150.00	38,225.00
45-30-70	Park and Trails Impact Fees	164,202.78	123,766.44	119,000.00	119,000.00	59,522.00
45-30-75	North Davis Sewer Impact Fees	226,178.00	175,824.00	163,000.00	163,000.00	81,400.00
45-30-80	N.D. Fire Impact Fees	21,379.33	15,839.74	14,750.00	14,750.00	3,467.00
45-30-90	Class C Road Revenue	.00	.00	290,000.00	.00	.00
45-30-99	Beginning Balance	.00	.00	80,467.00	361,393.00	745,673.00
Total DEVELOPMENT FEES:		773,348.42	491,041.00	837,367.00	828,293.00	928,287.00
OTHER FINANCING SOURCES						
45-33-46	Grants (Road Projects)	22,855.50	578,117.53	2,620,769.00	2,620,769.00	965,646.00
45-33-47	Grants	57,784.50	.00	.00	.00	.00
45-33-90	Transfer from Other Funds	287,457.13	301,707.74	.00	320,000.00	343,300.00
45-33-93	Local Option Roads	.00	.00	.00	.00	88,000.00
Total OTHER FINANCING SOURCES:		368,097.13	879,825.27	2,620,769.00	2,940,769.00	1,396,946.00
Source: 36						
45-36-10	Interest Income	9,203.23	9,273.92	.00	.00	.00
Total Source: 36:		9,203.23	9,273.92	.00	.00	.00
SPECIAL FUND PROJECTS						
45-51-15	Parks/Trails Impact Fee Proj.	135,000.00	134,358.00	60,000.00	248,355.00	223,018.00
45-51-71	Roads/Ped. Walkways Impact Fee	43,620.97	91,302.21	453,394.00	453,394.00	60,499.00
45-51-80	N.D. Sewer Impact Fees	223,548.00	176,242.50	163,000.00	163,000.00	81,400.00
45-51-85	N.D. Fire Impact Fees	21,379.33	15,839.74	14,750.00	14,750.00	3,467.00
45-51-90	Parks and Trail Projects	.00	22,906.00	.00	.00	.00
45-51-93	Local Option Roads	.00	.00	.00	.00	88,000.00
45-51-95	Class C Road Expenditures	407,202.75	272,049.75	402,117.00	524,688.00	880,740.00
45-51-97	Road & Sidewalk Grant Projects	80,640.50	578,117.53	2,364,875.00	2,364,875.00	988,109.00
45-51-98	Bank Service Charges	117.35	.00	.00	.00	.00
Total SPECIAL FUND PROJECTS:		911,508.90	1,290,815.73	3,458,136.00	3,769,062.00	2,325,233.00
TRANSFERS, CONTRIB. & OTHER US						
45-90-51	Transfer to Other Funds	.00	757,751.67	.00	.00	.00
Total TRANSFERS, CONTRIB. & OTHER US:		.00	757,751.67	.00	.00	.00
SPECIAL REVENUE FUND Revenue Total:		1,150,648.78	1,380,140.19	3,458,136.00	3,769,062.00	2,325,233.00
SPECIAL REVENUE FUND Expenditure Total:		911,508.90	2,048,567.40	3,458,136.00	3,769,062.00	2,325,233.00
Net Total SPECIAL REVENUE FUND:		239,139.88	668,427.21-	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
CAPITAL PROJECTS FUND						
REVENUE						
48-30-30	Misc. Fees From Developer	.00	.00	23,325.00	23,325.00	.00
48-30-45	Cemetery Permit & Perpet. Care	29,815.00	33,150.00	161,750.74	161,750.74	190,643.74
48-30-90	Beginning Balance	.00	.00	548,367.00	281,951.00	493,641.00
Total REVENUE:		29,815.00	33,150.00	733,442.74	467,026.74	684,284.74
OTHER FINANCING SOURCES						
48-33-10	Transfer from General Fund	366,605.34	561,610.01	400,000.00	800,000.00	800,000.00
48-33-35	Interest	3,815.89	4,275.91	.00	.00	.00
48-33-55	Transfer from Water Fund	14,000.00	.00	.00	.00	.00
48-33-58	Transfer from Storm Water Fund	25,500.00	.00	.00	.00	.00
Total OTHER FINANCING SOURCES:		409,921.23	565,885.92	400,000.00	800,000.00	800,000.00
CAP. PROJ. FUND FINANCING USES						
48-51-15	Buildings	5,809.57	32,659.70	34,117.00	34,117.00	20,369.00
48-51-20	Road Projects	32,557.07	15,467.50	467,720.00	345,740.00	369,712.00
48-51-25	Park Improvement Projects	286,846.31	459,566.72	241,107.00	483,671.00	610,880.00
48-51-28	Military Memorial Projects	.00	.00	2,035.00	7,035.00	9,898.00
48-51-43	Capital Equipment Replacement	.00	14,909.00	18,091.00	26,091.00	60,907.00
48-51-44	Vehicle Replacement	47,157.98	9,770.46	48,622.00	48,622.00	11,875.00
48-51-53	5 Year CIP	.00	.00	160,000.00	160,000.00	210,000.00
48-51-70	Cemetery Perpetual Care	8,892.50	675.00	161,750.74	161,750.74	190,643.74
Total CAP. PROJ. FUND FINANCING USES:		381,263.43	533,048.38	1,133,442.74	1,267,026.74	1,484,284.74
TRANSFERS AND CONTRIBUTIONS						
48-90-51	Transfer to Waste Fund	23,000.00	.00	.00	.00	.00
Total TRANSFERS AND CONTRIBUTIONS:		23,000.00	.00	.00	.00	.00
CAPITAL PROJECTS FUND Revenue Total:		439,736.23	599,035.92	1,133,442.74	1,267,026.74	1,484,284.74
CAPITAL PROJECTS FUND Expenditure Total:		404,263.43	533,048.38	1,133,442.74	1,267,026.74	1,484,284.74
Net Total CAPITAL PROJECTS FUND:		35,472.80	65,987.54	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
WASTE FUND						
OPERATING REVENUE						
51-37-17	Penalties	16,934.38	14,161.63	20,000.00	20,000.00	17,000.00
51-37-26	Sewer Fees	559,472.00	687,310.13	780,000.00	780,000.00	897,000.00
51-37-50	Garbage Collection Fees	461,061.27	469,708.47	462,500.00	462,500.00	470,000.00
51-37-60	Greenwaste Collection Fees	98,131.23	98,092.83	95,000.00	95,000.00	96,000.00
51-37-70	Recycle Collection Fees	90,602.91	97,407.37	90,000.00	90,000.00	100,000.00
Total OPERATING REVENUE:		1,226,201.79	1,366,680.43	1,447,500.00	1,447,500.00	1,580,000.00
OTHER FINANCING SOURCES						
51-38-05	Sewer Impact Fees	.00	12,828.09	12,100.00	12,100.00	6,050.00
51-38-15	Can Purchase	12,240.00	9,180.00	7,000.00	7,000.00	4,250.00
51-38-45	Trans from Spec Rev Fund	20,885.00	116,339.75	.00	.00	.00
51-38-48	Transfer from Capital Projects	23,000.00	.00	.00	.00	.00
51-38-55	Transfer from Water Fund	14,000.00	.00	.00	.00	.00
51-38-58	Transfer from Storm Water Fund	7,711.00	.00	.00	.00	.00
51-38-80	Interest Earnings	2,551.12	2,947.83	500.00	500.00	500.00
51-38-90	MISCELLANEOUS	.00	315.08	.00	.00	.00
51-38-91	DEVELOPER CONTRIBUTIONS	.00	43,175.00	.00	.00	.00
51-38-99	Pension	.00	7,229.00	.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		80,387.12	192,014.75	19,600.00	39,600.00	30,800.00
TRANSFERS						
51-39-95	Beginning Fund Balance	.00	.00	256,323.00	256,323.00	537,010.00
51-39-96	Sewer Impact Fee Balance	.00	.00	9,015.00	9,015.00	39,365.00
Total TRANSFERS:		.00	.00	265,338.00	265,338.00	576,375.00
PRIMARY OPERATING EXPENSES						
51-81-11	Salaries and Wages	122,266.10	131,685.20	141,687.00	141,687.00	142,028.00
51-81-13	Benefits and Bonus	50,641.54	69,190.24	87,042.00	87,042.00	81,765.00
51-81-15	On call pay	7,240.00	7,260.00	8,500.00	8,500.00	850.00
51-81-20	Overtime	.00	.00	.00	.00	2,000.00
51-81-27	Lift Station Pumps	1,212.85	1,072.11	2,400.00	2,400.00	2,400.00
51-81-42	Garbage	.00	.00	.00	.00	361,000.00
51-81-43	Greenwaste	.00	.00	.00	.00	98,000.00
51-81-44	Recycling	.00	.00	.00	.00	88,000.00
51-81-45	Garbage Collection	259,973.00	268,826.26	276,000.00	276,000.00	.00
51-81-46	Burn Plant	253,853.75	255,113.00	257,020.00	257,020.00	.00
51-81-49	Sewer Collection and Disposal	325,336.25	438,173.14	550,422.00	550,422.00	668,000.00
51-81-55	Sewer Maintenance and Repair	27,398.55	20,873.73	30,000.00	30,000.00	30,000.00
51-81-63	IT Support & Contracts	10,577.29	9,610.02	16,925.00	16,925.00	16,925.00
51-81-65	Utility Refunds	.00	.00	1,500.00	1,500.00	1,500.00
Total PRIMARY OPERATING EXPENSES:		1,058,499.33	1,201,803.70	1,371,496.00	1,371,496.00	1,492,468.00
MATERIALS AND SUPPLIES						
51-82-24	Utility Bills - Postage/Equip.	8,564.99	8,727.30	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	.00	.00	4,500.00	4,500.00	4,500.00
51-82-60	Travel and Education	1,430.14	347.98	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	137.35	9.00	1,000.00	1,000.00	1,000.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
Total MATERIALS AND SUPPLIES:		10,132.48	9,084.28	18,000.00	18,000.00	18,000.00
WASTE - OTHER EXPENSES						
51-84-05	Sewer Impact Fee Projects	.00	.00	21,115.00	21,115.00	45,415.00
51-84-20	Risk Management	5,285.47	8,126.43	15,000.00	15,000.00	10,000.00
51-84-30	Depreciation	81,782.24	85,889.28	85,000.00	85,000.00	85,000.00
51-84-35	Credit Card Processing Fees	5,947.02	5,409.95	5,775.00	5,775.00	8,100.00
51-84-39	Auditor & Accounting Support	.00	.00	.00	.00	5,200.00
51-84-44	Vehicle Replacement	.00	.00	4,052.00	4,052.00	11,292.00
51-84-70	Phone	.00	.00	.00	.00	3,000.00
51-84-81	IT	2,100.00	.00	4,000.00	4,000.00	4,000.00
51-84-83	Capital Improvements	.00	.00	199,000.00	199,000.00	475,700.00
51-84-84	Blue Stakes	409.32	438.21	1,000.00	1,000.00	1,000.00
51-84-90	Fleet	8,000.00	9,377.11	8,000.00	8,000.00	8,000.00
Total WASTE - OTHER EXPENSES:		103,524.05	109,240.98	342,942.00	342,942.00	656,707.00
TRANSFERS & CONTINGENCIES						
51-90-99	Pension	.00	.00	.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	.00	20,000.00	20,000.00
WASTE FUND Revenue Total:		1,306,588.91	1,558,695.18	1,732,438.00	1,752,438.00	2,187,175.00
WASTE FUND Expenditure Total:		1,172,155.86	1,320,128.96	1,732,438.00	1,752,438.00	2,187,175.00
Net Total WASTE FUND:		134,433.05	238,566.22	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
WATER FUND						
OPERATING REVENUE						
55-37-11	Metered Water Sales	701,439.92	702,688.08	680,000.00	680,000.00	700,000.00
55-37-13	Secondary Water Sales	755,514.70	776,808.02	775,000.00	775,000.00	775,000.00
55-37-14	Connection Fees - Water	21,700.00	16,100.00	15,000.00	15,000.00	8,750.00
55-37-17	Penalties	24,103.99	30,543.69	12,600.00	12,600.00	18,500.00
Total OPERATING REVENUE:		1,502,758.61	1,526,139.79	1,482,600.00	1,482,600.00	1,502,250.00
OTHER FINANCING SOURCES						
55-38-05	Water Impact Fees	.00	22,402.00	24,350.00	24,350.00	12,175.00
55-38-45	Transfer from Spec Rev Fund	47,553.85	168,241.30	.00	.00	.00
55-38-55	Miscellaneous Revenue	.00	315.09	.00	.00	.00
55-38-80	Interest Earnings	3,065.29	4,524.40	.00	.00	.00
55-38-91	DEVELOPER CONTRIBUTIONS	.00	59,124.00	.00	.00	.00
55-38-95	Fund Reserves	.00	.00	393,255.00	349,869.00	896,450.00
55-38-96	Water Impact Fee Balance	.00	.00	27,940.00	27,940.00	150,115.00
55-38-99	Pension	.00	7,455.00	.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		50,619.14	262,061.79	445,545.00	422,159.00	1,078,740.00
PRIMARY OPERATING EXPENSES						
55-81-11	Salaries and Wages	122,266.10	143,280.60	163,821.00	163,821.00	163,141.00
55-81-13	Benefits and Bonus	47,256.36	72,853.11	101,568.00	101,568.00	95,750.00
55-81-15	On call pay	.00	.00	.00	.00	1,700.00
55-81-20	Overtime	.00	.00	.00	.00	4,000.00
55-81-28	Wells & Water Tank Power	8,291.87	6,945.96	11,500.00	11,500.00	11,500.00
55-81-35	Hooper Water District	1,431.00	1,680.00	1,500.00	1,500.00	1,500.00
55-81-41	Water Maintenance	15,719.93	21,753.84	18,000.00	18,000.00	18,000.00
55-81-42	Water Sample Testing	2,427.30	2,131.23	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	725,156.64	743,116.31	764,000.00	764,000.00	770,000.00
55-81-45	Registration & Other Expenses	100.00	100.00	1,000.00	1,000.00	1,000.00
55-81-60	Travel and Education	2,566.07	4,060.72	4,140.00	4,140.00	4,140.00
55-81-63	IT Support & Contracts	8,488.80	7,464.55	19,100.00	19,100.00	17,100.00
Total PRIMARY OPERATING EXPENSES:		933,704.07	1,003,386.32	1,089,629.00	1,089,629.00	1,092,831.00
WATER - MATERIALS AND SUPPLIES						
55-82-24	Utility Bills - Postage/Equip	9,093.58	8,727.28	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	406.63	11.30	750.00	750.00	750.00
55-82-50	Water Meters	19,495.45	64,975.19	65,000.00	65,000.00	65,000.00
Total WATER - MATERIALS AND SUPPLIES:		28,995.66	73,713.77	74,000.00	74,000.00	74,000.00
WATER - OTHER EXPENSES						
55-84-05	Water System Impact Fee Proj.	.00	.00	52,290.00	52,290.00	162,290.00
55-84-20	Risk Management	5,340.79	7,585.34	19,000.00	19,000.00	10,000.00
55-84-30	Depreciation	74,263.71	78,046.71	75,000.00	75,000.00	80,000.00
55-84-33	Capital Projects & Expenditure	6,543.38	13,472.48	423,186.00	379,800.00	928,077.00
55-84-35	Credit Card Processing Fees	5,947.03	5,399.96	7,488.00	7,488.00	8,800.00
55-84-38	Auditor & Accounting Support	.00	.00	.00	.00	5,200.00
55-84-40	Water Purchase - Weber Basin	136,009.00	138,223.00	145,000.00	145,000.00	147,000.00
55-84-44	Vehicle Replacement	.00	.00	4,052.00	4,052.00	11,292.00
55-84-70	Phone	.00	.00	.00	.00	3,000.00
55-84-82	Blue Stakes	675.90	765.50	1,500.00	1,500.00	1,500.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
55-84-83	IT	862.86	789.56	2,000.00	2,000.00	2,000.00
55-84-85	Engineering Studies & Planning	50.00	.00	20,000.00	20,000.00	20,000.00
55-84-90	Fleet	14,000.00	16,409.94	15,000.00	15,000.00	15,000.00
Total WATER - OTHER EXPENSES:		243,692.67	260,692.49	764,516.00	721,130.00	1,394,159.00
TRANSFERS & CONTINGENCIES						
55-90-48	Transfer to Capital Projects	14,000.00	.00	.00	.00	.00
55-90-51	Transfer to Waste Fund	14,000.00	.00	.00	.00	.00
55-90-99	Pension	.00	.00	.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		28,000.00	.00	.00	20,000.00	20,000.00
WATER FUND Revenue Total:		1,553,377.75	1,788,201.58	1,928,145.00	1,904,759.00	2,580,990.00
WATER FUND Expenditure Total:		1,234,392.40	1,337,792.58	1,928,145.00	1,904,759.00	2,580,990.00
Net Total WATER FUND:		318,985.35	450,409.00	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
STORM WATER UTILITY FUND						
OPERATING REVENUE						
58-37-11	Storm Sys. Maint. & Const. Fee	169,523.00	177,628.89	160,000.00	160,000.00	175,000.00
58-37-13	Miscellaneous Revenue	4,898.00	83.63	.00	.00	.00
58-37-17	Penalties	2,813.75	3,537.82	8,400.00	8,400.00	2,000.00
58-37-90	Fund Balance	.00	.00	441,001.00	456,200.00	434,421.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	82,185.00	82,185.00	108,460.00
Total OPERATING REVENUE:		177,234.75	181,250.34	691,586.00	706,785.00	719,881.00
OTHER FINANCING SOURCES						
58-38-05	Storm Water Impact Fees	.00	66,180.18	52,550.00	52,550.00	26,275.00
58-38-45	Transfer From Spec Rev Fund	.00	473,170.62	.00	.00	.00
58-38-70	Interest Earnings	2,164.86	3,666.50	.00	.00	.00
58-38-91	DEVELOPER CONTRIBUTIONS	.00	77,747.00	.00	.00	.00
58-38-99	Pension	.00	3,506.00	.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		2,164.86	624,270.30	52,550.00	72,550.00	46,275.00
PRIMARY OPERATING EXPENSES						
58-81-11	Salaries and Wages	28,305.93	67,398.27	55,189.00	55,189.00	58,407.00
58-81-13	Benefits	8,839.36	32,146.17	32,093.00	32,093.00	33,226.00
58-81-27	Storm Sys. Maint. & Repair	1,817.32	349.88	11,000.00	11,000.00	11,000.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	5,947.07	5,394.92	3,872.00	3,872.00	1,100.00
58-81-40	Sweeping & Preventative Care	1,332.03	1,925.25	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	2,215.00	1,815.00	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	2,498.00	2,498.00	5,000.00	5,000.00	5,000.00
Total PRIMARY OPERATING EXPENSES:		50,954.71	111,527.49	131,654.00	131,654.00	133,233.00
STORM WTR UTILITY - OTHER EXP.						
58-84-05	Storm System Impact Fee Proj.	.00	.00	134,735.00	134,735.00	134,735.00
58-84-20	Risk Management	6,000.00	2,708.81	6,000.00	6,000.00	3,500.00
58-84-30	Depreciation	62,767.64	64,847.84	64,000.00	64,000.00	64,000.00
58-84-38	Auditor & Accounting Support	.00	.00	.00	.00	1,300.00
58-84-44	Vehicle Replacement	.00	.00	4,052.00	4,052.00	11,288.00
58-84-79	Phone	.00	.00	.00	.00	600.00
58-84-83	Capital Projects	.00	.00	403,695.00	418,894.00	395,000.00
58-84-90	Fleet Expense	.00	2,344.28	.00	.00	2,500.00
Total STORM WTR UTILITY - OTHER EXP.:		68,767.64	69,900.93	612,482.00	627,681.00	612,923.00
Department: 90						
58-90-48	Transfer to Capital Projects	25,500.00	.00	.00	.00	.00
58-90-51	Transfer to Waste Fund	7,711.00	.00	.00	.00	.00
58-90-99	Pension	.00	.00	.00	20,000.00	20,000.00
Total Department: 90:		33,211.00	.00	.00	20,000.00	20,000.00
STORM WATER UTILITY FUND Revenue Total:		179,399.61	805,520.64	744,136.00	779,335.00	766,156.00
STORM WATER UTILITY FUND Expenditure Total:		152,933.35	181,428.42	744,136.00	779,335.00	766,156.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
	Net Total STORM WATER UTILITY FUND:	26,466.26	624,092.22	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
DEBT SERVICE						
MISCELLANEOUS REVENUE						
70-36-10	Interest Earnings	515.82	502.91	.00	.00	.00
70-36-80	Proceeds from bond issuance	751,000.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		751,515.82	502.91	.00	.00	.00
TRANSFERS AND CONTRIBUTIONS						
70-39-20	General Fund Transfer	106,766.00	34,637.91	107,025.00	107,025.00	107,300.00
Total TRANSFERS AND CONTRIBUTIONS:		106,766.00	34,637.91	107,025.00	107,025.00	107,300.00
FUNDING USES						
70-84-10	Debt Service - City Hall	799,000.00	55,000.00	94,109.00	94,109.00	96,000.00
70-84-11	Professional Fees	15,400.00	1.25-	.00	.00	.00
70-84-15	Interest on Bonds	42,551.49	9,860.51	12,916.00	12,916.00	11,300.00
Total FUNDING USES:		856,951.49	64,859.26	107,025.00	107,025.00	107,300.00
DEBT SERVICE Revenue Total:		858,281.82	35,140.82	107,025.00	107,025.00	107,300.00
DEBT SERVICE Expenditure Total:		856,951.49	64,859.26	107,025.00	107,025.00	107,300.00
Net Total DEBT SERVICE:		1,330.33	29,718.44-	.00	.00	.00

Account Number	Account Title	2014 Actual	2015 Actual	2016 Original Budget	2016 Amended Budget	2017 Tentative Budget
CDRA FUND						
REVENUE						
85-31-08	Interfund Loan	.00	.00	20,000.00	20,000.00	20,000.00
85-31-09	Proceeds From Long-term Debt	.00	.00	1,200,000.00	1,200,000.00	.00
Total REVENUE:		.00	.00	1,220,000.00	1,220,000.00	20,000.00
Source: 38						
85-38-80	Interest Earnings	.00	18.59	.00	.00	.00
Total Source: 38:		.00	18.59	.00	.00	.00
EXPENDITURES						
85-44-62	Project Expenses	.00	.00	1,200,000.00	1,200,000.00	.00
85-44-63	Administration	.00	15,682.48	20,000.00	20,000.00	20,000.00
Total EXPENDITURES:		.00	15,682.48	1,220,000.00	1,220,000.00	20,000.00
Department: 84						
85-84-15	Interest Expense	.00	800.00	.00	.00	.00
Total Department: 84:		.00	800.00	.00	.00	.00
CDRA FUND Revenue Total:		.00	18.59	1,220,000.00	1,220,000.00	20,000.00
CDRA FUND Expenditure Total:		.00	16,482.48	1,220,000.00	1,220,000.00	20,000.00
Net Total CDRA FUND:		.00	16,463.89-	.00	.00	.00
Net Grand Totals:		807,482.19	717,079.84	2,931.00	.00	.00

Summary of Changes for FY 2016 Budget

	General Fund	Waste Fund	Water Fund	Storm Water	Net Cost/Savings to Enterprise Funds	Total Cost/Savings
Personnel						
1 Utility Clerk Split	(\$7,701)	(\$4,277)	(\$4,278)	(\$856)	(\$9,411)	(\$17,112)
2 Workers Comp	(\$632)	(\$55)	(\$53)	(\$35)	(\$143)	(\$775)
3 Health Insurance	(\$4,024)	(\$1,410)	(\$1,692)	(\$511)	(\$3,613)	(\$7,637)
4 Planning Commission Payroll	\$6,163				\$0	\$6,163
5 Planner to Full-time	\$47,242				\$0	\$47,242
6 Reduce Public Works Lead	(\$7,755)	(\$5,540)	(\$7,312)	(\$1,550)	(\$14,402)	(\$22,157)
7 Seasonal Parks to Full-time Public Works	\$29,875	\$2,990	\$2,990	\$5,978	\$11,958	\$41,833
8 2% Merit Salary Increase	\$13,596	\$3,357	\$3,847	\$1,325	\$8,529	\$22,125
Subtotal	\$76,764	(\$4,935)	(\$6,498)	\$4,351	(\$7,082)	\$69,682
Executive						
9 City Newsletter	\$2,750				\$0	\$2,750
10 Cellular & Radio Serv. & Equip	(\$6,960)				\$0	(\$6,960)
Subtotal	(\$4,210)	\$0	\$0	\$0	\$0	(\$4,210)
Administrative Services						
14 Auditor & Accounting Support	(\$11,200)	\$5,200	\$5,200	\$1,300	\$11,700	\$500
15 IT	(\$2,250)		(\$2,000)		(\$2,000)	(\$4,250)
16 Risk Management	\$6,000	(\$5,000)	(\$9,000)	(\$2,500)	(\$16,500)	(\$10,500)
Subtotal	(\$7,450)	\$200	(\$5,800)	(\$1,200)	(\$6,800)	(\$14,250)
Public Works						
21 On-call	\$5,950	(\$7,650)	\$1,700		(\$5,950)	\$0
22 Overtime	(\$1,000)	\$2,000	\$4,000		\$6,000	\$5,000
Subtotal	\$4,950	(\$7,650)	\$1,700	\$0	(\$5,950)	(\$1,000)
Community Development						
Travel and Training	\$1,500					
23 Planning Commission	(\$2,000)				\$0	(\$2,000)
Subtotal	(\$500)	\$0	\$0	\$0	\$0	(\$500)
Public Safety						
24 Animal Control	\$10,000				\$0	\$10,000
25 Police	\$28,600				\$0	\$28,600
26 Narcotics Strike Force	\$1,300				\$0	\$1,300
Subtotal	\$39,900	\$0	\$0	\$0	\$0	\$39,900
Recreation						
28 Travel and Education	\$400				\$0	\$400
29 Background Checks	\$2,000				\$0	\$2,000
30 Football	\$2,500				\$0	\$2,500
31 Baseball/Softball	\$2,500				\$0	\$2,500
32 Tennis	\$5,000				\$0	\$5,000
Subtotal	\$400	\$0	\$0	\$0	\$0	\$12,400
Transfers, Contingency, and Other Uses						
34 Class C Transfer to Special Revenue	\$53,300				\$0	\$53,300
35 Transfer to Capital Projects Fund	(\$8,340)				\$0	(\$8,340)
36 Transfer to Debt Service	\$275				\$0	\$275
37 Transfer to Capital Projects Fund	\$800,000				\$0	\$800,000
Subtotal	\$53,300	\$0	\$0	\$0	\$0	\$845,235

City Council Staff Report

Subject: CDRA Super Parameters Resolution
Author: Evan Nelson
Department: Administrative Services
Date: May 3, 2016

BACKGROUND

In the development agreement between the West Point Community Development and Renewal Agency (CDRA) and Smiths, the CDRA agreed to issue bonds in the amount of \$1,107,000 (plus usual and customary costs of issuance) to reimburse Smiths for project costs actually incurred, including offsite improvements in the amount of \$512,000, offsite sewer reimbursement in the amount of \$145,000, and Import, Place & Compact Fill in the amount of \$450,000. Costs of issuance are expected to be approximately \$33,000 for a total of \$1,140,000.

ANALYSIS

It is anticipated that the bonds will be issued by the CDRA rather than the City. However, in order to secure favorable terms, it will be necessary to commit sales tax revenue as the source of bond repayment. We expect to use property tax increment that will be directly generated from the development of the Smiths project to make the bond payments, but sales tax will be used to guarantee the bonds.

At the May 3, 2016 CDRA meeting, the board will be asked to approve a super-parameters resolution. The City Council will also be asked to approve a similar resolution that same night. This resolution designates a pricing committee consisting of the Agency Chair (Mayor Craythorne), Executive Director (Kyle Laws), and Secretary (Casey Arnold). The pricing committee will be granted authority to issue the bonds within specific parameters. The parameters will include a maximum par value, term, and interest rate. Using a pricing committee allows the bonds to be secured when a favorable opportunity arises, without needing to wait for board approval.

A representative from our financial advisory firm will attend the CDRA Board meeting to provide further information and respond to questions.

RECOMMENDATION

Staff recommends CDRA approval of the Super Parameters Resolution.

SIGNIFICANT IMPACTS

Commitment of future sales tax revenues.

ATTACHMENTS

WEST POINT CITY, UTAH

May 3, 2016

RESOLUTION NO. 05-03-2016B

A RESOLUTION APPROVING THE ADOPTION BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT 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 MATERS.

WHEREAS, pursuant to Title 17C, Chapter 1, Part 5, the City may contribute funds for development and renewal projects to the Community Development and Renewal Agency of West Point, Utah (the "CDRA"); and

WHEREAS, the City desires to assist the CDRA to attract lower interest rates on a loan related to the 300 North Community Development Project Area by pledging certain Local Option Sales Taxes to help secure certain proposed tax incremental and sales tax revenue bonds in an amount not to exceed \$1,250,000 for off-site improvements for roadway, sewer reimbursement and import, place and compact fill, and related matters (the "Project"); and

WHEREAS, the City and CDRA would enter into an interlocal agreement as authorized by law for the pledge of sales tax revenues, which will require the City to hold a public hearing:

NOW, THEREFORE, it is hereby resolved by the City Council of West Point City, Utah, as follows:

Section 1. The CDRA is hereby authorized to adopt a resolution setting the parameters for the issuance of its tax increment and sales tax revenue bonds pursuant to a parameters resolution, the form of which is attached hereto as Exhibit "B" and made a part hereof by reference.

Section 2. The City approves the Notice of Public Hearing and Bonds to Be Issued contained in the CDRA parameters resolution, including the calling of a public hearing by the City.

Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this May 3, 2016.

Mayor

ATTEST:

City Recorder

[SEAL]

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT,
UTAH
TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2016
PARAMETERS RESOLUTION
MAY 3, 2016**

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.

WHEREAS, the Community Development and Renewal Agency of West Point, Utah (the “Issuer”), desires to issue bonds secured by the tax increment from the 300 North Community Development Project Area of the Issuer and also by certain sales tax revenues to be receive by the Issuer pursuant to an interlocal agreement between the Issuer and West Point City, Utah (the “City”) in a maximum amount not to exceed \$1,250,000 to finance certain improvements related to the 300 North Community Development Project Area, including off site improvements, off site sewer reimbursement, and to import, place and compact fill (the “Project”); and

WHEREAS, pursuant to Section 17C-1-207 the City may contribute funds to the Issuer for a community development project; and

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the City desires to invite public comment related to the pledge of sales tax revenues; and

WHEREAS, pursuant to the Section 17C-1-502 the Issuer may issue bonds secured by tax increment and contributions of the City for a community development project: and

WHEREAS, the Issuer and City desire the Issuer to issue its tax increment and sales tax revenue bonds, in one or more series, and to take all other action necessary to finance the Project as proposed herein:

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Community Development and Renewal Agency of West Point County, Utah, as follows:

Section 1. The Governing Board hereby finds and determines that it is in the best interests of the Issuer and the residents thereof for the Issuer to issue not more than

\$1,250,000 aggregate principal amount of its Bonds to bear interest at a rate or rates of not to exceed 5.0% per annum, to mature in not more than 16 years from their date or dates, and to be sold at a price not less than 97% of the total principal amount thereof, the Bonds to be issued for the purpose of (i) financing the Project, (ii) funding a debt service reserve fund, if desirable, and (iii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds. The Bonds will be issued pursuant to this Resolution, and a master resolution or indenture to be finalized by a pricing committee confirming the issuance and sale of the Bonds (herein referred to as the “Master Resolution”), a draft form of which is attached hereto. The Governing Board hereby declares its intention to issue the Bonds according to the provisions of this Section and the Master Resolution, when finalized.

Section 2. The Issuer proposes to pledge tax increment from the 300 North Community Development Project Area and certain sales tax revenues to be received by the Issuer from the City pursuant to an interlocal cooperation agreement, consisting of the City’s Local Sales and Use Tax Funds received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated, as amended.

Section 3. The Master Resolution attached hereto is authorized and approved, with such changes thereto as shall be approved by the Pricing Committee, as authorized by Section 11-14-302 of the Utah Code, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in Section 1, above.

Section 4. The Issuer’s Chair, Executive Director, and Secretary are hereby appointed to be the Pricing Committee with respect to the Bonds and are further authorized and directed, and the power is hereby delegated to them, to execute and deliver the Bonds and the Master Resolution and all documents relating to the issuance of the Bonds on behalf of the Issuer, with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 5. The Issuer hereby authorizes and approves the issuance of the Bonds pursuant to the provisions of this Resolution and the Master Resolution, to be finalized by the Pricing Committee authorizing and confirming the issuance and sale of the Bonds, with such changes thereto as shall be approved by the Pricing Committee upon the finalization of the Master Resolution, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in Section 1 hereof, and there shall be a cost savings on the interest rate of the Bonds.

Section 6. Pursuant to applicable sections of the Utah Code, the Issuer shall publish a Notice of Public Hearing and Bonds to Be Issued once each week for two consecutive weeks in the Standard Examiner, a newspaper of general circulation in the Issuer, hereby designated as the Issuer’s official newspaper pursuant to the Act. The Secretary shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer’s principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer

directs its officers and staff to publish a Notice of Public Hearing and Bonds to be Issued in substantially the following form:

Section 7. For the purposes set forth in the Master Resolution the Issuer authorizes the issuance of the Bonds, which shall be designated “Community Development and Renewal Agency of West Point, Utah tax increment and sales tax revenue bonds, series 2016”, in the total aggregate principal amount of not to exceed \$1,250,000. The Bonds shall bear interest, shall be dated, shall be issued as fully registered Bonds, and shall mature as provided in the Master Resolution, as shall be approved by the Pricing Committee.

Section 8. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution, as shall be approved by the Pricing Committee. The Chair and Secretary are hereby authorized and directed to execute and seal the Bonds and to deliver the Bonds upon payment therefore. The signatures of the Chair and the Secretary may be by facsimile or manual execution.

Section 9. The Pricing Committee of the Issuer is authorized and directed to execute and deliver the written order of the Issuer for authentication and delivery of the Bonds in accordance with the provisions of the Master Resolution.

Section 10. The Bonds shall be sold to the Purchaser(s) to be identified in the Master Resolution on the terms to be agreed upon by the Pricing Committee, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in Section 1, above.

Section 11. Upon their issuance, the Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or the ad valorem taxing powers of the City.

Section 12. The Pricing Committee and other appropriate officials of the Issuer are authorized and directed to execute, seal and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to carry out the matters and documents authorized by this Resolution. The Chair is authorized to agree to and execute a Bond Purchase Agreement with a Purchaser(s) to be determined by the Pricing Committee in accordance with the terms of this Resolution, and the Secretary is authorized to attest to such execution and apply the seal.

Section 13. After the Bonds are delivered to the Purchaser(s), and upon receipt of payment therefor, the Master Resolution, as shall be approved by the Pricing Committee, shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds

are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 14. The Governing Board hereby declares its intention and it reasonably expects to reimburse expenditures with bond proceeds in accordance with Tres. Reg. § 1.150-2.

Section 15. The Governing Board hereby directs the officials and staff of the Issuer to cooperate with and assist the Issuer's financial advisor, Lewis, Young, Robertson & Burningham, Inc., and the Issuer's bond counsel, Eric Johnson, of Blaisdell, Church & Johnson, LLC, to prepare all documents and certificates reasonably necessary to issue the Bonds.

Section 16. The Governing Board hereby directs the Secretary to complete the attached Record of Proceedings.

Section 17. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this May 3, 2016.

Chair

ATTEST:

Secretary

[SEAL of CDRA]

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that on May 3, 2016, the Governing Board (the “Governing Board”) of the Community Development and Renewal Agency of West Point, Utah (the “Issuer”) and the City Council of West Point City, Utah, each adopted a resolution (the “Resolution”) declaring their intention for the Issuer to issue tax increment and sales tax revenue bonds (the “Bonds”) pursuant to Title 17C, Chapter 1, Part 5 and applicable sections of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

PURPOSE FOR ISSUING BONDS

The Issuer intends to issue the Bonds for the purpose of (i) finance certain improvements related to the 300 North Community Development Project Area, including off-site improvements, including roadway improvements on 300 North including curb, gutter and sidewalk, and off-site sewer reimbursement, and to import, place and compact fill, and related matters (the “Project), and (ii) funding a debt service reserve fund, if desirable, and (iii) paying issuance expenses.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the principal amount of not to exceed \$1,250,000, to bear interest at a rate or rates of not to exceed 5.0% per annum, to mature in not more than 16 years from their date or dates, and to be sold at a price not less than 97.0% of the total principal amount thereof, plus accrued interest to the date of delivery.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge the Local Sales and Use Tax Funds received by the Issuer from the City subject to an interlocal agreement pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated, as amended, and tax increment revenues from the 300 North Community Development Project Area for repayment of the Bonds.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on Tuesday, June 7, 2016, at the hour of 7:00 p.m. or as soon thereafter as feasible. The location of the public hearing is at the West Point City Offices at 3200 W. 300 North, in West Point, Utah. The purpose of the meeting is to receive input from the public with respect to the issuance of the Bonds and with respect to the potential economic impact of the proposed improvements. As Tax Increment and Sales Tax Revenue Bonds only the local sales and use tax funds described herein and tax increment from the 300 North Community Development Project Area will be pledged to repay the Bonds. No ad valorem (property) taxes will be pledged to repay the Bonds. All members of the public are invited to attend and participate. The City has \$696,000 in bonds outstanding for which it sales tax revenues are pledged. If the proposed Bonds are outstanding for the maximum maturity at the maximum amount and at the maximum interest rate, then the total repayment amount would be \$1,818,434.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution the draft of a Master Resolution, which was before the Governing Board and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. The Master Resolution is to be finalized by a Pricing Committee consisting of the Agency Chair, Executive Director and Secretary, in such form and with such changes thereto as shall be approved by the Pricing Committee upon the adoption thereof, provided that the principal amount, interest rate or rates, maturity and discount of the Bonds will not exceed the maximums set forth above, and there shall be a cost savings.

Copies of the Resolution and the Master Resolution are on file in the office of the Secretary of the Issuer in West Point, Utah, where they may be examined during regular business hours of the Secretary from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution or the Bonds, or any provision made for the security and payment of the Bonds by filing an action in District Court, and that after such time, no one shall have any cause of action, other than by referendum, to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) registered voters within West Point, Utah, may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of West Point, Utah, are filed with the Issuer or City during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of West Point, Utah, file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

By Order of the Governing Board

/s/ Casey Arnold
Secretary

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT,
UTAH
MASTER RESOLUTION
APPROVED BY THE PRICING COMMITTEE
TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2016**

_____, 2016

A MASTER RESOLUTION AUTHORIZING \$_____ TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2016, TO FINANCE, OFF SITE IMPROVEMENTS FOR THE 300 NORTH PROJECT AREA AND RELATED MATTERS

WHEREAS, the Community Development and Renewal Agency of West Point, Utah (the "Issuer"), desires to issue bonds secured by the tax increment from the 300 North Community Development Project Area of the Issuer and also by certain sales tax revenues to be received by the Issuer pursuant to an interlocal agreement between the Issuer and West Point City, Utah (the "City") in an amount of \$_____ (the "Series 2016 Bonds") to finance certain improvements related to the 300 North Community Development Project Area (the "Project Area"), including off-site improvements, off-site sewer reimbursement, and to import, place and compact fill, and related matters (the "Project"); and

WHEREAS, pursuant to Section 17C-1-207 the City may contribute funds to the Issuer for a community development project; and

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City has invited public comment related to the pledge of sales tax revenues; and

WHEREAS, pursuant to the Section 17C-1-502 the Issuer may issue bonds secured by tax increment and contributions of the City for a community development project; and

WHEREAS, West Point City, Utah (the "City") desires to pledge its 1% general local sales and use tax revenues received by the Issuer under Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, (the "Excise Taxes") as additional security for the Series 2016 Bonds; and

WHEREAS, based upon the information available to the Issuer, the tax increment revenues from the Project Area and the Excise Taxes of the Issuer to be pledged will produce sufficient Revenues (as herein defined) to pay the debt service on the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds and all bonds issued on a parity the Excise Taxes therewith, if any, shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed 80% of the Issuer's Excise

Taxes, as defined herein, from the collection or rebate of such Revenues received by the Issuer during its fiscal year immediately preceding the fiscal year in which this Resolution is adopted; and

WHEREAS, _____ (the "Purchaser") has offered to purchase at par the Issuer's Series 2016 Bonds in the total principal amount of \$_____, without a Purchaser's fee, for a net purchase price of \$_____ and bearing interest at the rate of _____% per annum on the unpaid principal amount pursuant to a Bond Purchase Agreement; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2016 Bonds to the Purchaser pursuant to the terms of the Bond Purchase Agreement:

NOW, THEREFORE, Be It Approved by the Pricing Committee of the Community Development and Renewal Agency of West Point, Utah, consisting of the Chair, Executive Director, and Secretary, as follows:

ARTICLE I

DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest to be paid by the Issuer during any Sinking Fund Year on the Series 2016 Bonds and all outstanding bonds or other forms of indebtedness issued on a parity with the Series 2016 Bonds and which are secured by the Revenues.

“Bond Purchase Agreement” means the agreement by and between the Issuer and the Purchaser of the same date herewith pursuant to which the Purchaser agrees to purchase all of the Issuer’s Series 2016 Bonds.

“Bonds” means the Series 2016 Bonds and any additional bonds issued on a parity therewith.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2016 Bond, the issuance of which is authorized herein.

“City” means West Point City, Davis County, Utah, or its successors.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Excise Tax Revenue Fund as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

“Fully Registered Bond” means any single Fully Registered Bond in the denomination(s) equal to the aggregate principal amount of the applicable Series 2016 Bonds authorized herein.

“Issuer” means the Community Development and Renewal Agency of West Point, Utah, or its successors.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest, if any, on the Series 2016 Bonds on behalf of the Issuer. The initial paying agent for the Series 2016 Bonds is the Secretary of the Issuer.

“Project” means the construction of improvements related to the 300 North Community Development Project Area, including off-site improvements, including roadway improvements on 300 North including curb, gutter and sidewalk, and off-site sewer reimbursement, and to import, place and compact fill, and related matters and related improvements, including all equipment and necessary appurtenances thereof.

“Purchaser” means _____, or any successor, or assign thereof.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2016 Bonds on behalf of the Issuer. The initial Registrar for the Series 2016 Bonds is the Secretary of the Issuer.

“Revenues” means 100% of the Local Sales and Use Taxes received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and the Tax Increment Revenues.

“Series 2016 Bond or Bonds” means the Tax Increment and Sales Tax Revenue Bonds, Series 2016 in the total principal amount of \$_____ bearing interest at the rate of _____% per annum purchased by the Purchaser at par, without a Purchaser’s fee, for a net purchase price of \$_____.

“Sinking Fund” means the fund established in Section 3.5(a) to set aside a sufficient amount of the Revenues to make principal and interest payments on the Series 2016 Bonds.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2016 Bond and will end on the next succeeding June 30.

“Single Fully Registered Bond” means the fully registered Series 2016 Bonds issued in substantially the form set forth in Exhibit B in the denominations equal to the aggregate principal amount of the Series 2016 Bonds.

“Tax Increment Revenues” means the tax increment received by the Issuer from the 300 North Community Development and Renewal Project Area.

ARTICLE II

ISSUANCE OF SERIES 2016 BONDS

Section 2.1. Principal Amount, Designation, and Series. The Series 2016 Bonds are hereby authorized for issuance for the purpose of providing funds (i) to finance the Project, and (ii) to pay costs incurred in connection with the issuance of the Series 2016 Bonds. The Series 2016 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued (i) if issued as a single Fully Registered Bond, in the form set forth in Exhibit B, shall bear interest at the rate or rates set forth in Section 2.2 and shall be payable as specified herein. The Series 2016 Bonds shall be in the denomination of \$1,000 or any integral multiple of \$1,000 in excess thereof. The Series 2016 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2016 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Tax Increment and Sales Tax Revenue Bonds, Series 2016."

Section 2.2. Date and Maturities. The Series 2016 Bonds shall be dated as of their date of delivery, shall be issued in denominations of \$1,000 or any integral multiple of \$1,000 in excess thereof and shall be paid as provided in this Section 2.2. The Series 2016 Bonds shall be initially issued as one Single Fully Registered Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2016 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Purchaser is the Registered Owner of the Single Fully Registered Bond, payments of principal and of interest, if any, on the Series 2016 Bonds shall be made by wire transfer pursuant to wire instructions provided by the Purchaser as the Registered Owner to the Secretary. So long as the Purchaser is the Registered Owner of the Single Fully Registered Bond, in lieu of presentation or the surrender of the Single Fully Registered Bond to the Paying Agent for notations by the Paying Agent of such payments, the Purchaser, by its Secretary or his designee, shall endorse such payments upon the Single Fully Registered Bond.

The Issuer shall make interest payments on January 1 and July 1 of each year from the date of issuance with the first interest payment due on July 1, 2016, and the Issuer shall make the principal payments stated for each year, beginning July 1, 2016, and continuing on each July 1 thereafter until the total principal sum shall be paid in full, as follows:

<u>July 1</u>	<u>Principal Maturing</u>	<u>Interest Rate</u>
2016	\$ _____	_____0%
2015		_____0
2016		_____0
2017		_____0
2018		_____0
2019		_____0
2020		_____0
2021		_____0

Section 2.3. Optional Redemption and Redemption Prices. The Series 2016 Bonds are subject to redemption at any time at the option of the Issuer, upon 30 days' prior written notice, in whole or in part, as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.4. Notice of Redemption for Bonds.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than ninety (90) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including series, to be redeemed, the identification numbers of the Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of such Bonds;

(iii) reserved;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption; and

(vii) the place where such Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than ninety (90) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds redeemed but who failed to deliver Series 2016 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2016 Bonds receives the notice. Receipt of such notice, shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2016 Bonds.

Section 2.5. Execution and Delivery of the Series 2016 Bonds. The Chair is hereby authorized to execute by manual or facsimile signature the Series 2016 Bonds and the Secretary to countersign by manual or facsimile signature the Series 2016 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2016 Bonds the official seal of the Issuer. The Secretary is hereby authorized to deliver to the Purchaser the Series 2016 Bonds upon payment to the Issuer of the proceeds of the Series 2016 Bonds in the amount of \$_____.

Section 2.6. Delinquent Payment. Payments of principal and interest on the Series 2016 Bonds which are delinquent from the due date thereof shall draw interest at the rate or rates of said Bonds from said due date until paid in full.

Section 2.7. Exchange of Single Fully Registered Bond. As long as the Purchaser is the sole Registered Owner of the Series 2016 Bonds, the Series 2016 Bonds shall be issued only as the Single Fully Registered Bond in the form prescribed in Exhibit B. It is recognized that the Purchaser may sell or otherwise transfer the Series 2016 Bonds. In the event the Purchaser determines to sell or otherwise transfer all or a portion of the Series 2016 Bonds, the Single Fully Registered Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Serial Bonds in accordance with the provisions of this Section 2.7 and Section 3.1 hereof. Serial Bonds may thereafter be exchanged from time to time for other Serial Bonds in accordance with

Section 3.1 hereof. Any Series 2016 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Purchaser shall be in the form of a Serial Bond, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Single Fully Registered Bond not previously paid or canceled shall be represented by an equivalent principal amount of Serial Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Single Fully Registered Bond for Serial Bonds, provided that the Purchaser pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2016 Bonds; Persons Treated as Owners. The Series 2016 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2016 Bonds to be kept by the Secretary who is hereby appointed the Registrar of the Issuer with respect to the Series 2016 Bonds. Any Series 2016 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2016 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2016 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2016 Bond surrendered for transfer. Series 2016 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2016 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2016 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2016 Bond. The Registrar shall not be required to transfer or exchange any Bond at any time following the mailing of notice calling such Series 2016 Bond for redemption.

Series 2016 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2016 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2016 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2016 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2016 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2016 Bond shall be delivered.

Section 3.2. Application of Proceeds of the Series 2016 Bonds. The Issuer shall deposit the proceeds from the sale of the Series 2016 Bonds in the amount of \$_____, with no deduction for a Purchaser’s fee, for a net purchase price of \$_____ as follows:

(i) The Issuer shall deposit \$_____ into the 2016 Construction Account to pay for the construction of the Issuer’s portion of the Project costs.

(ii) The Purchaser shall deliver to the Issuer moneys in the amount of \$_____ for costs of issuance to include a fee for Purchaser’s Counsel in an amount not to exceed \$_____, which \$_____ in costs of issuance together with \$_____ to construct the Issuer’s portion of the Project shall constitute the purchase price of the Series 2016 Bonds. The Issuer authorizes the payment of costs of issuance, in accordance with a Cost of Issuance Approval in the form attached hereto.

Section 3.3. No Debt Service Reserve Fund. [There is no debt service reserve fund with respect to the Series 2016 Bonds.]

Section 3.4. The Series 2016 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Master Resolution elsewhere contained, the principal and interest, if any, on the Series 2016 Bonds shall be payable out of 100% of the Revenues, and in no event shall the Series 2016 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues. The Revenues are hereby pledged as security for the Series 2016 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2016 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.5. Flow of Funds. [From and after the earlier of the delivery date of the Series 2016 Bonds, and until all the Series 2016 Bonds have been fully paid, the Revenues shall be set aside into the West Point City Excise Tax Revenue Fund referred to herein as “Revenue Fund”, established hereby, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

(a) All amounts in the Revenue Fund shall be allocated to the Sinking Fund as follows:

(i) There shall be allocated the following amounts to a subaccount established on the books of the Issuer known as the “Bond Fund” such amounts as will assure, to the extent of the availability of

Revenues, the prompt payment of the principal and interest, if any, on the Series 2016 Bonds as shall become due. The amount to be so set aside with respect to the Series 2016 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account monthly, on or before the tenth day of each month, beginning 2016, and shall equal $\frac{1}{6}$ of the interest payment next due on the Series 2016 Bonds, and $\frac{1}{12}$ of the principal next due on the Series 2016 Bonds, except that the amount of principal and interest to be set aside with respect to the first payment on the Series 2016 Bonds shall be the fraction, the numerator of which is one and the denominator of which is the number of months until the first payment; and

(ii) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account may be used thereafter by the Issuer (a) to prepay or redeem the Series 2016 Bonds in whole but not in part, (b) to be applied to any other lawful purpose as determined by the Issuer.

(b) If at any time, the Revenues received by the Issuer shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Revenues thereafter received by the Issuer.]

Section 3.6. Investment of Funds. Any funds allocated to the Bond Account, may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in said fund and disbursed along with the other moneys on deposit therein as herein provided.

ARTICLE IV
COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2016 Bonds the following:

(a) The average annual installments of principal and interest on the Series 2016 Bonds and any bonds issued on a parity will not at any one time exceed 80% of the total amount of the Revenues received by the Issuer during the Sinking Fund Year immediately preceding the Sinking Fund Year in which this Master Resolution is adopted.

(b) While any of the Series 2016 Bonds remain outstanding and unpaid, any resolution or other enactment of the City Council of the City or the Governing Board of the Issuer, applying the Revenues for the payment of the Series 2016 Bonds shall be irrevocable until the Series 2016 Bonds have been paid in full, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Series 2016 Bonds or which would in any way jeopardize the timely payment of principal when due.

(c) The Bondholder shall have the right at all reasonable times to inspect all records, accounts and data of the Issuer relating to the Revenues, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer as it may from time to time reasonably require.

(d) So long as any Series 2016 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within two hundred and ten (210) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements related to the Revenues, and that such audit will be available for inspection by each Bondholder upon request; provided, however, during such periods of time as the Purchaser is the Registered Owner of the Series 2016 Bonds, each such audit will be supplied to the Purchaser as soon as completed without prior request therefore.

(e) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the Project or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2016 Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the Project, provided,

however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(f) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the Project or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the Project or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(g) The Issuer will not reduce the rate of its Local Sales and Use Taxes imposed under Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and will not alter, exempt, or impair the transactions, property, or items subject to said Excise Tax in any manner that would materially reduce the Revenues. The Issuer will manage or have managed the collection and enforcement of said tax in the most efficient and economical manner permissible.

(h) All payments falling due on the Series 2016 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

Section 4.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer payable on a priority superior to the Series 2016 Bonds out of the Revenues shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2016 Bonds. Furthermore, the Series 2016 Bonds shall not be entitled to any priority one over the other in application of the Revenues, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2016 Bonds authorized to be issued pursuant to this Master Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Revenues, or which constitutes a lien on such Revenues until all Series 2016 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2016 Bonds.

The provisions of the foregoing paragraph are subject to the following exception:

Additional bonds may be issued on a parity with the Series 2016 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Revenues in the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were no less than 125% of the average Annual Debt Service on all of the Series 2016 Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued.

(ii) All payments required by this Master Resolution to be made into the Sinking Fund must have been made in full.

(iii) The Parity Bonds must be payable as to principal on July 1 of each year in which principal falls due.

Section 4.3. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

The Bondholder may appoint a trustee bank to act as a receiver of the Revenues for purposes of applying said Revenues toward the Revenue allocations required in Section 3.6 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 4.4. Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2016 Bonds, no change, variation or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Series 2016 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2016 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Secretary for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of Series 2016 Bonds outstanding, the Governing Board of the

Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2016 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2016 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2016 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2016 Bonds then outstanding, without the consent of the Bondholders of all the Series 2016 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 4.5. Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Secretary where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any ad valorem property tax either to pay the principal of or interest, if any, on the Series 2016 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2016 Bonds.

Section 4.6. Defeasance of Series 2016 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2016 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Revenues under this Master Resolution and any and all estate, right, title and interest in

and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2016 Bonds) shall be cancelled and discharged.

Any Series 2016 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2016 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2016 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2016 Bonds).

Section 4.7. Sale of Series 2016 Bonds Approved. The sale of the Series 2016 Bonds to the Purchaser pursuant to the terms of the Bond Purchase Agreement for \$ _____, with no Purchaser's fee, for a net purchase price of \$ _____, is hereby ratified, confirmed and approved. The Chair is authorized to execute the Bond Purchase Agreement approved hereby and the Secretary to attest to the same and to apply the Issuer's seal.

Section 4.8. Bondholders not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project.

Section 4.9. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein.

Section 4.10. Severability. If any section, paragraph, clause or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the governing body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in all respects with the provisions of the Act.

Section 4.11. Statutory Authority for the Series 2016 Bonds. The Series 2016 Bonds are issued under the authority of Title 17C, Utah Code Annotated 1953, as amended, and each Series 2016 Bond certificate shall so recite. By the adoption of this Master Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Act and the Series 2016 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value

Section 4.12. Covenant of State of Utah. In accordance with Section 11-14-307, Utah Code Annotated 1953, as amended, applicable to the Series 2016 Bonds, the State of Utah has pledged and agreed with the Registered Owners of the Series 2016 Bonds

that it will not alter, impair or limit the Excise Taxes in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged herein until the Series 2016 Bonds, together with applicable interest, if any, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2016 Bonds.

Section 4.13. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Chair

Executive Director

ATTEST:

Secretary

(S E A L)

EXHIBIT A

RESERVED

EXHIBIT B

FORM OF SINGLE FULLY REGISTERED BOND

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF DAVIS
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST
POINT
TAXABLE TAX INCREMENT AND SALES TAX REVENUE BOND
SERIES 2016

\$ _____

Community Development and Renewal Agency of West Point, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to _____ (the “Purchaser”) or registered assigns last noted in the Registration Certificate attached to the end of this Bond (the “Registered Owner”), the principal amount of \$ _____, together with interest accruing on the unpaid principal balance from the date of this Bond at the rate of one and ninety-one hundredths percent (_____0%) per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months), with interest payable semi-annually on January 1 and July 1 of each year beginning July 1, 2016, and principal shall be payable in registered installments on July 1 of each of the years as set forth in the following Repayment Schedule:

<u>July1</u>	<u>Principal Maturing</u>	<u>Interest Rate</u>
2016	\$ _____	_____0%
2015		_____0
2016		_____0
2017		_____0
2018		_____0%
2019		_____0
2020		_____0
2021		_____0

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, and interest, if any, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the Purchaser is the registered holder of this Bond, installment payments shall be made by wire transfer pursuant to wire instructions provided by the Purchaser to the Registrar.

If any installment payment of Bond principal or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment from the due date thereof at the rate or rates of said Bonds from said due date until paid in full.

All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is payable solely from a special fund designated “Community Development and Renewal Agency of West Point, Utah Tax Increment and Excise Tax Revenue Bond Sinking Fund”, into which fund, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Revenues (as defined in the Master Resolution herein described), all as more fully described and provided in the Master Resolution adopted by the governing body of the Issuer on _____, 2016 (the “Master Resolution”).

This Bond is issued pursuant to (i) a Resolution adopted by the Community Development and Renewal Agency Act, Title 17C, Utah Code Annotated 1953, as amended, for the purpose of paying the Issuer’s portion of off-site improvements and fill for the 300 North Community Development and Renewal Project Area, and for paying costs of issuance. This Bond is a special limited obligation of the Issuer payable solely from the Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues. As provided in the Master Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

The Bonds are subject to redemption at the option of the Issuer on any date upon 30 days’ prior written notice, in whole but not in part, at a redemption price equal to

100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple of \$1,000 in excess thereof.

The Issuer covenants and agrees that any resolution, ordinance or other enactment of the governing body of the Issuer applying the Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE REVENUES (AS DEFINED IN THE MASTER RESOLUTION) IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE BONDS, TOGETHER WITH APPLICABLE INTEREST, IF ANY, THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE BONDS.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Secretary of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

(FORM OF SERIAL BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF DAVIS
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY WEST POINT
TAX INCREMENT AND SALE TAX REVENUE BONDS
SERIES 2016

INTEREST RATE	MATURITY DATE	ISSUE DATE
_____0%	July 1, 20__	_____, 201__

Registered Owner: _____

Principal Amount: _____ Dollars

Community Development and Renewal Agency of West Point, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable by check or draft mailed by the Secretary of the Issuer (the “Paying Agent”) to the Registered Owner hereof beginning July 1, 20__ and on each July 1 thereafter until this Bond is paid in full. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If any installment payment of Bond principal or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment from the due date thereof at the rate or rates of said Bonds from said due date until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$_____), issued in exchange for the conversion of the Issuer’s Tax Increment and Sales Tax Revenue Bond, Series 2016 dated _____, 2016, in the total principal sum of \$_____, authorized by a Parameters Resolution authorizing a Master Resolution of a Pricing Committee of the Issuer duly adopted on May 3, 2016, and

_____, 2016, respectively (collectively, the “Master Resolution”). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Master Resolution and (ii) the Utah Community Development and Renewal Act, Title 17C, Utah Code Annotated, 1953, as amended, for the purpose of financing the Issuer’s portion of improvements related to the 300 North Community Development and Renewal Project Area and of paying costs of issuance. This Bond is a special limited obligation of the Issuer payable solely from the Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues (as defined in the Master Resolution).

As provided in the Master Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

The Bonds are subject to redemption at the option of the Issuer in whole or in part, on any date upon not less than thirty (30) days’ nor more than forty-five (45) days’ prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds (as defined in the Master Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple of \$1,000 in excess thereof.

The Issuer covenants and agrees that any resolution, ordinance or other enactment of the governing body of the Issuer applying the Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE REVENUES (AS DEFINED IN THE MASTER RESOLUTION) IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE BONDS,

TOGETHER WITH APPLICABLE INTEREST, IF ANY, THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE BONDS.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Secretary (the "Registrar") in West Point, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Revenues (as defined in the Master Resolution) have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that said Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Chair and countersigned (by manual or facsimile signature) by its Secretary with the seal of said Issuer affixed, all as of the ____ day of _____, 201__.

By /s/ (Do Not Sign)
Chair

COUNTERSIGNED:

/s/ (Do Not Sign)
Secretary

(S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

City Council Staff Report

Subject: Excavation Permits
Author: Boyd Davis
Department: Community Development
Date: May 3, 2016

Background

Staff was asked to review the policy on street cut and excavation permits and compare our policy to Syracuse City's policy. Syracuse City's policy requires much larger asphalt patches and has additional provisions on new roads, as defined in their policy. West Point City's policy was last updated in 2010.

Analysis

West Point City's current code requires that excavation permits be obtained from the City prior to any excavation within a public right-of-way and requires that a fee be paid and a bond be provided, however it does not regulate the size of the patch. By policy we have required "T" patches, which means the patch must be at least 1' wider than the trench; however, beyond that, the patch is essentially the same size as the trench or hole that is excavated.

Syracuse, on the other hand, requires that the patch be much larger than the trench, depending on the age of the road and also places a moratorium on streets that are 3 years old or less. A copy of Syracuse's code is attached to this report and below is a summary.

The following applies to new roads (8 years old or less):

- Small street cuts that are perpendicular to the road must be milled and patched 15 ft. wider than the trench on each side. For example, if a trench were 5 ft. wide, then the patch would be 35 ft. wide. The patch must go to the center of the road or to the full width of the road, depending on whether the trench affects one or both lanes.
- On long 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.

The following applies to all other roads (older than 8 years)

- If the excavation cuts at least 30% of the travel lane, then the patch must be the full width of the travel lane, otherwise the patch will match the size of the excavation.

Recommendation

No action required. This is for discussion only. Staff would like any direction or comments that the Council may have.

Significant Impacts

This will affect the cost of patches for both the City and contractors.

Attachments

West Point Excavation Permit

Syracuse Excavation Permit

Syracuse Code



Excavation and/or Street Cut Permit

Project Address/Location: _____

Applicant/Contractor requesting Cut: _____

Full Address of Applicant: _____

License #: _____ Contact Number: _____

The undersigned hereby makes application to excavate the above-mentioned West Point City property/(ies) and/or cut into a West Point City street in the following manner:

Anticipated Start Date: _____ **Anticipated Completion Date:** _____

Type of Work: () Telephone () Gas () Electric () Water () Storm Drain
() Sewer () Cable () Curb, Gutter or Sidewalk () Other: _____

Additional Notes: _____

Pavement Type: () Concrete () Asphalt

Street Cut: Length: _____ Width: _____ Curb, Gutter or Sidewalk removed: _____ ft.

I agree to comply with the above requirements, all applicable State and Federal Laws, all West Point City Standards, Specifications, Ordinances and all other applicable requirements including the following:

- Surface repair shall be completed within ten (10) calendar days.
- Contractor shall notify City Engineer one (1) working day in advance of work to be performed and also (1) working day before any required inspection.
- The excavator shall erect and maintain until the street is restored to its normal condition sufficient guards, signals, barricades and lights in accordance with the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
- The excavator shall hold West Point City harmless from any claims or damages arising out of or occasioned by the laying, construction, maintenance, repair, operation or replacement of pipelines, conduits, etc. or the alteration of curb, gutter, sidewalk, driveway, surface or underground drainage structures.
- The excavator shall be responsible for maintaining the surface of the excavated area free from settlement and deterioration for a period of one year after restoration.

Applicant: _____ / _____ Date: _____
Signature Printed Name

City Approval: _____ / _____ Date: _____
Signature Printed Name

ADMINISTRATION USE ONLY

Total Paid: _____ Payment Taken By: _____ Date: _____

Excavation Fees

Small: \$3.00 per square foot, Bond \$500 Curb, Gutter, Sidewalk: \$20 per ft., bond only

Large: \$.55 per sq. ft., Bond \$4.20 per sq. ft. New Street: \$0.22 per sq.ft

WEST POINT CITY 3200 W 300 N, WEST POINT, UT, 84015

801-776-0970 (phone)

www.westpointcity.org

801-525-9150 (fax)



Public Works Department
 3061 South 2400 West, Syracuse UT 84075
 Tel: 801-614-9625; Fax: 801-779-9907; Email klukes@syracuseut.com

PERMIT NO.

EXCAVATION PERMIT APPLICATION AND AGREEMENT

NOTES: FURNISH MAP OR SKETCH SHOWING LOCATION OF EXCAVATION, PARTICULARLY AS IT RELATES TO CENTER LINE OF ROAD, AND MEASUREMENTS IF UNABLE TO LIST ON THIS APPLICATION. SUBMIT COMPACTION-TEST RESULTS, PRIOR TO COMPLETION DATE, IF ROAD CUT/BORE IS 30 SQUARE INCHES OR LARGER

IMPORTANT: MUST SCHEDULE INSPECTION, BY CALLING 801-614-9625, AT LEAST 24 HRS PRIOR TO BACKFILLING, IF TYING INTO CITY UTILITY LINE

NAME OF APPLICANT: _____ CONTACT NAME: _____
 ADDRESS OF APPLICANT: _____ TELEPHONE NO.: _____
 EMAIL ADDRESS: _____ FAX NO. _____
 JOB LOCATION: _____ COMPANY JOB NO. _____
 START DATE: _____ BACKFILL DATE: _____ COMPLETION DATE: _____
 PURPOSE OF EXCAVATION: _____

TYPE OF UTILITY:(CIRCLE ALL THAT APPLY) Sewer, Water, Storm Drain, Irrigation, Phone/Power/Gas/Cable, Other.

EXCAVATION LOCATION: _____ Park Strip, _____ Sidewalk, _____ Curb, _____ Road, _____ PUE

DIMENSIONS OF PERPENDICULAR ROAD CUT: Length _____, Width _____, Depth _____

DIMENSIONS OF PARALLEL ROAD CUT: Length _____, Width _____, Depth _____

DIMENSIONS OF BORE PITS: Length _____, Width _____, Length _____, Width _____
 Pot-Holes in asphalt cannot be smaller than 1'x1', shall be saw cut, t-patched with hot mix, and have flowable fill and edges tacked.

HOW WILL EXCAVATION IMPACT TRAFFIC ON STREET, SIDEWALK, OR OTHER PUBLIC RIGHT-OF-WAY?: _____

WHAT STEPS WILL BE TAKEN TO MAINTAIN TRAFFIC/PEDESTRIAN SAFETY? _____
 All traffic-control signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

APPLICANT SHALL CONSULT ALL UTILITY COMPANIES OPERATING IN AREA BEFORE MAKING ANY EXCAVATION. IN GRANTING PERMITS, SYRACUSE CITY MAKES NO REPRESENTATION AS TO LOCATIONS OF UTILITY FACILITIES IN EXCAVATION AREAS OR THE EFFECTS OF PERMITTED EXCAVATIONS ON SAID UTILITIES.

APPLICANT SHALL BECOME PERMITTEE UPON APPROVAL OF THIS APPLICATION

IN CONSIDERATION FOR GRANTING AN EXCAVATION PERMIT BY SYRACUSE CITY, APPLICANT HEREBY PROMISES TO:

- 1) PERFORM THE APPLICABLE EXCAVATION IN A WORKMANLIKE MANNER AND IN CONFORMITY WITH TITLE IV CHAPTER 1 OF SYRACUSE CITY ORDINANCES,
- 2) HOLD SYRACUSE CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS HARMLESS FROM ANY AND ALL COSTS, DAMAGES, AND LIABILITIES THAT MAY ACCRUE, OR BE CLAIMED TO ACCRUE, AND ALL COSTS, DAMAGES, AND LIABILITIES THAT MAY ACCRUE, OR BE CLAIMED TO ACCRUE, BY REASON OF ANY WORK PERFORMED UNDER A PERMIT ISSUED PURSUANT TO THIS APPLICATION,
- 3) NOTIFY POLICE AND FIRE DEPARTMENTS BEFORE EXCAVATING, AND
- 4) RESTORE EXCAVATION AREA TO CITY STANDARDS UPON COMPLETION OF JOB.

Excavator Company _____ Excavator Phone No: _____

 Excavator Contact Name Liability Insurance Co. (\$1,000,000) Signature of Applicant

 State License Number Bonding Company (\$1,000) Date

OFFICIAL CITY USE ONLY

APPROVED BY: _____ DATE: _____ INSPECTION BY: _____ DATE: _____

Administrative Fee: \$47.00 Repair Fee \$ _____ Re-inspect Fee \$ _____ Fine \$ _____ Waived _____

TOTAL FEE \$ _____ Invoice # _____ FEE PAID: _____ By: Check # _____

Visa/MasterCard Confirmation # _____ Receipt No.: _____

Comments or additional requirements imposed _____

EXCAVATIONS. It is unlawful for anyone, except City personnel or those duly authorized by permit, to excavate in any public right-of-way or to remove any pavement or other materials forming any street or improvement thereof without first obtaining a permit therefor from City. Prior to issuance of a permit, City requires a bond issued by a licensed surety company of the State of Utah or a cashier's check made out in favor of Syracuse City in an amount sufficient to guarantee restoration of public infrastructure to its original condition. Anyone making such excavations must hold a valid license from the State of Utah and maintain adequate public liability insurance. No such excavation or obstruction to any public right-of-way shall be made without notifying City in advance of the time when it is proposed to begin. It is unlawful for anyone to close any public right-of-way or prevent the flow of traffic thereon without first obtaining permission therefor from City. All backfill exceeding 30 square inches shall meet standard specifications and all materials used shall be properly tamped or settled, with sufficient water to assure proper compaction, and tested, with compaction reports submitted to City. It is unlawful for anyone, having made an excavation in any street, whether under a permit or otherwise, to fail, neglect, or refuse to restore it, within 5 days of notice by City, to its normal condition. It is unlawful for anyone, by or for whom any excavation is made in a public street or for any purpose, to fail to properly protect the work zone area, that encloses such excavation, together with dirt, gravel, or other material thrown therefrom, and maintain said protection during the entire duration of excavation. Visible flasher lights shall be fixed to parts of the barricade and so kept from beginning of twilight through the whole of every night during the time such excavation exists.

General Requirements. Each Permittee, or excavator for Permittee, shall:

- (A) Haul away and discard all materials from each excavation, less than 50' long 20' wide, and refill it with new crushed road base, compacted to 96% and made ready for asphalt-finished surface and patched to a thickness that matches existing conditions, or to a minimum of 4" of asphalt.
- (B) Make proper provisions for protecting the public, such as guards, barricades, lights, signals, and all other appurtenances necessary to safeguard lives and property of users of such roadways, sidewalks, and other facilities before any approved excavation begins, and at all times during excavation.
- (C) Be responsible for all liability or personal injury resulting from neglect and indemnify City against all claims, demands, costs, damages, attorney fees, or other expenses of any kind occasioned by such neglect, and, upon request of City, produce evidence of insurance adequate to cover these types of claims.
- (D) Be responsible for restoring all public rights-of-way and private improvements, including sidewalks, curbs and gutters, driveways, ditches, and other landscaping, to their original condition, whether public or private, in a manner conforming to current City specifications.
- (E) Keep excavations to a minimum, regardless of age or condition of pavement, and, wherever possible, locate excavations so that one "common" patch can cover as many excavations as possible on any project.
- (F) Restore roads to passable and safe conditions within 16 hours of commencing excavation, with all remaining repairs and restorations taking place within 10 calendar days from date of first excavation, including removal of all debris generated from excavation. If, within the 10 days or other time period authorized by City Engineer, excavator fails to repair excavation as required, City may place claim on the excavation bond to cover expenses to complete said work. Costs of repair shall include administrative expenses. Permittee, or excavator for Permittee, shall be responsible for trench maintenance for one year after date of City inspection and approval. If repair is necessary within this initial timeframe, Permittee shall cause repairs to be made to the satisfaction of City Engineer, or City may place claim on the excavation bond to cover expenses to complete such work.
- (G) Limit trench length, left at grade but unpaved, to a maximum of 1000'. No excavation shall continue until after restoration of first 1000' of trench with proper asphalt surface that is inspected and accepted by City.
- (H) Insert flowable fill into all excavations 12" or less in width prior to application of an asphalt-finished surface.
- (I) Compact all backfilled excavations, when refilled, to 96% and submit tests to City confirming said compaction.
- (J) Never leave bore pits, adjacent or which may be hazardous to traffic, open or unshielded overnight. Shielding shall conform to the Manual on Uniform Traffic Control Devices in cases of large pits or extensive bores and jack operations. Contractors shall complete small bores under two-lane roadways in one continuous operation.
- (K) Utilize common trenching in all subdivisions, unless otherwise approved or exempted by City Engineer.
- (L) Bore all utility excavations whenever possible

TEMPORARY RESTORATION. Excavator shall temporarily restore any impacted public right-of-way to a condition approved by City Engineer within 7 days after completion of work for which City issued the permit. City Engineer may waive the temporary restoration requirement upon a determination that there is not a significant risk of settlement.

PERMANENT RESTORATION. Excavator shall complete permanent repairs of a temporary restoration within one year of finishing the work for an issued permit. If excavator fails to do so within this timeframe and in a manner approved by City Engineer, City may restore it and bill Permittee for expenses incurred. Permittee, or excavator for Permittee, shall insure all permanent repairs via bonding at time of permit application. Upon failure to complete applicable permanent restoration and after receiving notice, City shall place claim to said bond for reimbursement of incurred expenses. Permittee may, at time of issuance, contract with City for completion of permanent restoration.

RESTORATION OF ASPHALT CUTS. For any asphalt surface 3 years old or less, excavator shall provide new asphalt for length of cut and width of all lanes affected by construction or other activity. For any asphalt surface with 30% or more of any lane width affected by construction or other activity, excavator shall provide new asphalt for length of cut and width of all lanes affected. For all other asphalt surfaces, excavator shall provide new asphalt for length and width of affected area. City Engineer may require roto-milling of surface prior to street receiving new asphalt.

EXCAVATION THROUGH INTERSECTION REQUIRES DRY LINES. Every person seeking a permit to excavate in or through an intersection shall place conduit in the open trench for purposes of allowing placement of future utilities without disruption to surface of the right-of-way.

RESTORATION OF PUBLIC PROPERTY. Permittee, or excavator for Permittee, shall:

- (A) Cause the restoration of any public-way surface, at their own expense, to its original condition and replace any removed or damaged pavement with same type and depth of adjoining pavement, but no less than 4", including gravel base material of no less than 11". All restorations shall conform to engineering regulations and design standards and specifications promulgated by City and accomplished within the time limits set forth herein, unless granted additional time in writing by Department. In the event of any conflict between City's standards and specifications and the Ordinance, the standards and specifications shall apply.
- (B) Be responsible for any necessary repairs of temporary restorations of applicable public rights-of-way until permanent restorations are complete and for any necessary repairs of permanent restorations until repaving or reconstruction of applicable public rights-of-way, or for 5 years after completion of a permanent restoration, whichever occurs first, unless Permittee contracted with City for permanent restoration. If Permittee fails or neglects to complete or cause their excavator to complete any necessary repairs of filled temporary restorations within 3 calendar days, or a permanent restoration within 30 calendar days, of being notified to do so by City, City may complete repairs and bill Permittee for expenses incurred.
- (C) Request, if they so choose, that the City restore the surface to its original condition. City Engineer shall determine a fee for such resurfacing in accordance with reasonable costs for the applicable type of excavation and charge Permittee. Payment for said excavation shall be made to City prior to release or expiration of bond whichever occurs sooner.

Section 10.06 MORATORIUM

This standard applies to new streets, streets that have been reconstructed and overlaid streets. Exceptions may be made at the city's discretion and for emergency situations.

Overlaid Streets: Overlaid streets shall not be cut for two (2) year from the time the street was overlaid.

New Streets: New streets shall not be cut for three (3) years from the time construction.

Reconstructed Streets: Reconstructed streets shall not be cut for three (3) years from the time of reconstruction.

Section 10.07 SPECIAL RESTORATION STANDARD

This standard applies to new streets, streets that have been reconstructed, overlaid, and surface treatments such as slurry seal and chip seal. Streets having a moratorium, which are cut, must be restored to the following requirements:

New Streets: (For five years after moratorium ends) The asphalt surface shall be milled down a minimum depth of two (2) inches fifteen feet each way of the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The Engineer reserves the right to require and area length greater than fifteen (15) feet each way of cut or a depth greater than two (2) inches if deemed appropriate to restore the roadway to the original condition. If a fabric was placed prior to asphalt placement or overlay, an approved fabric shall be place prior to asphalt patch.

Reconstructed Streets: (For five years after moratorium ends) The asphalt surface shall be milled down a minimum depth of two (2) inches fifteen feet each way of the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The Engineer reserves the right to require and area length greater than fifteen (15) feet each way of cut or a depth greater than two (2) inches if deemed appropriate to restore the roadway to the original condition. If a fabric was placed prior to asphalt placement or overlay, an approved fabric shall be place prior to asphalt patch.

Overlaid Streets: (For three years after moratorium ends) The asphalt surface shall be milled down a minimum depth of two (2) inches fifteen feet each way of the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The Engineer reserves the right to require and area length greater than fifteen (15) feet each way of cut or a depth greater than two (2) inches if deemed appropriate to restore the roadway to the original condition. If a fabric was placed prior to asphalt placement or overlay, an approved fabric shall be place prior to asphalt patch.

High Density Mineral Bond & Chip Seal Streets: (For two years after placement only) An area not less than (15) fifteen feet, in any direction, from the edge of the cut shall have high density mineral bond or chip seal reapplied. If the high density mineral bond or chip seal area extends partially into a traffic lane, then full lane width must also be reapplied.

City Council Staff Report

Subject: Amended Plat – Davis Farms South Lot 7 – 3794 W 1800 N
Author: Boyd Davis
Department: Community Development
Date: May 3, 2016

Background

Bill Phifer owns two houses 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 notices 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.

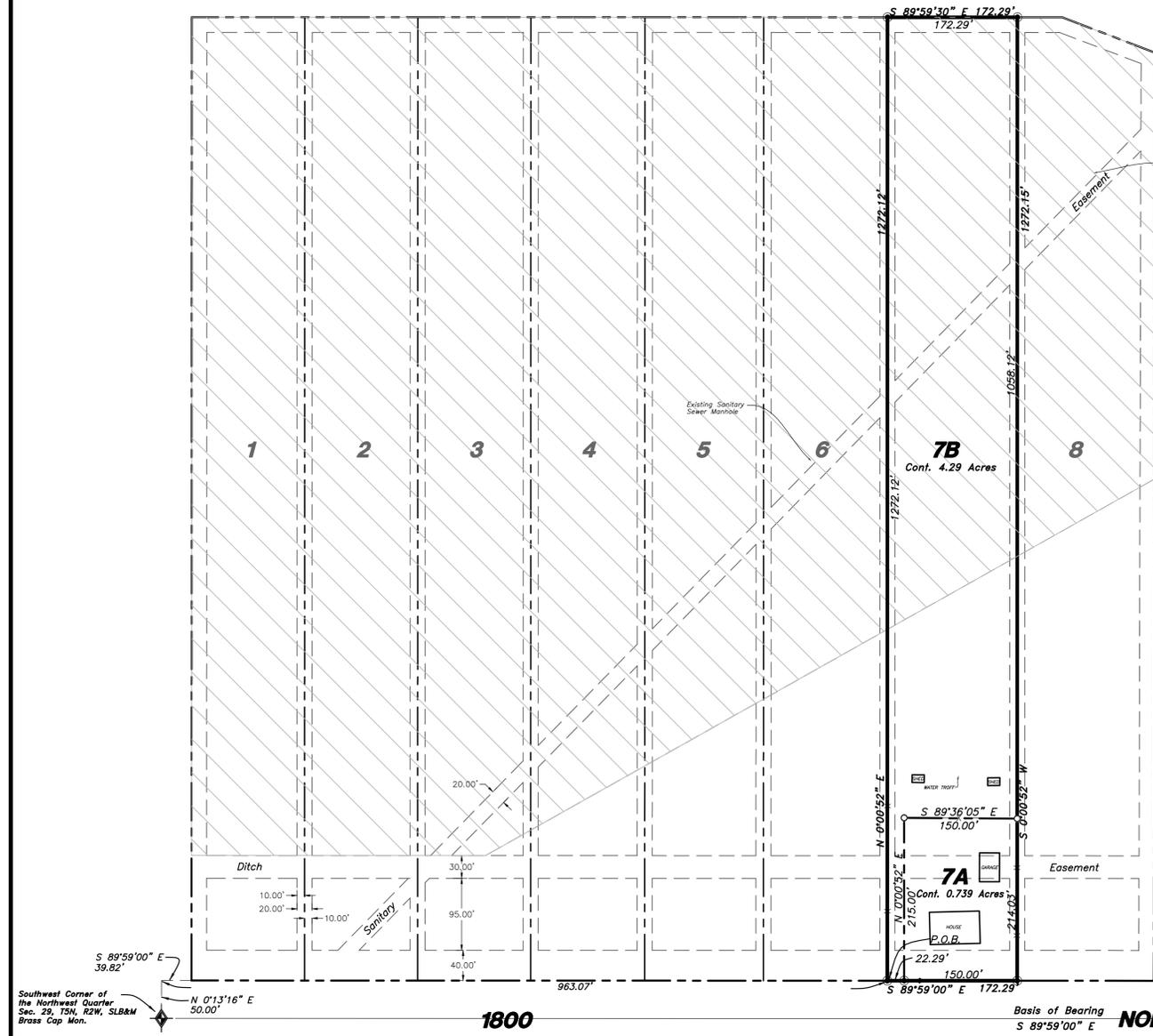
Significant Impacts

None

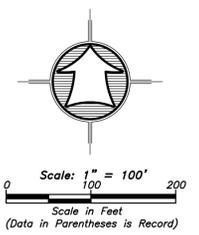
Attachments

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 HAI Rebar
 - Set 5/8"x24" Rebar With Cap
 - Section Corner
 - Non Bulldable 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.

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 License 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.

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) 732-8272
 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 3, 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

No action required. This is for discussion only.

Significant Impacts

None.

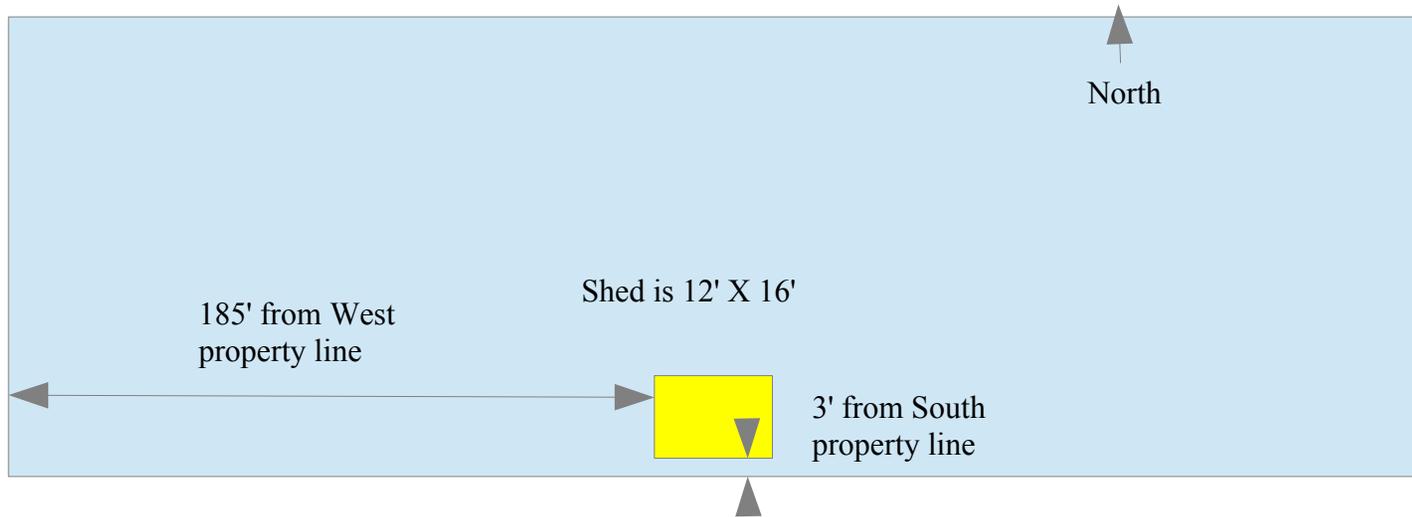
Attachments

Maps

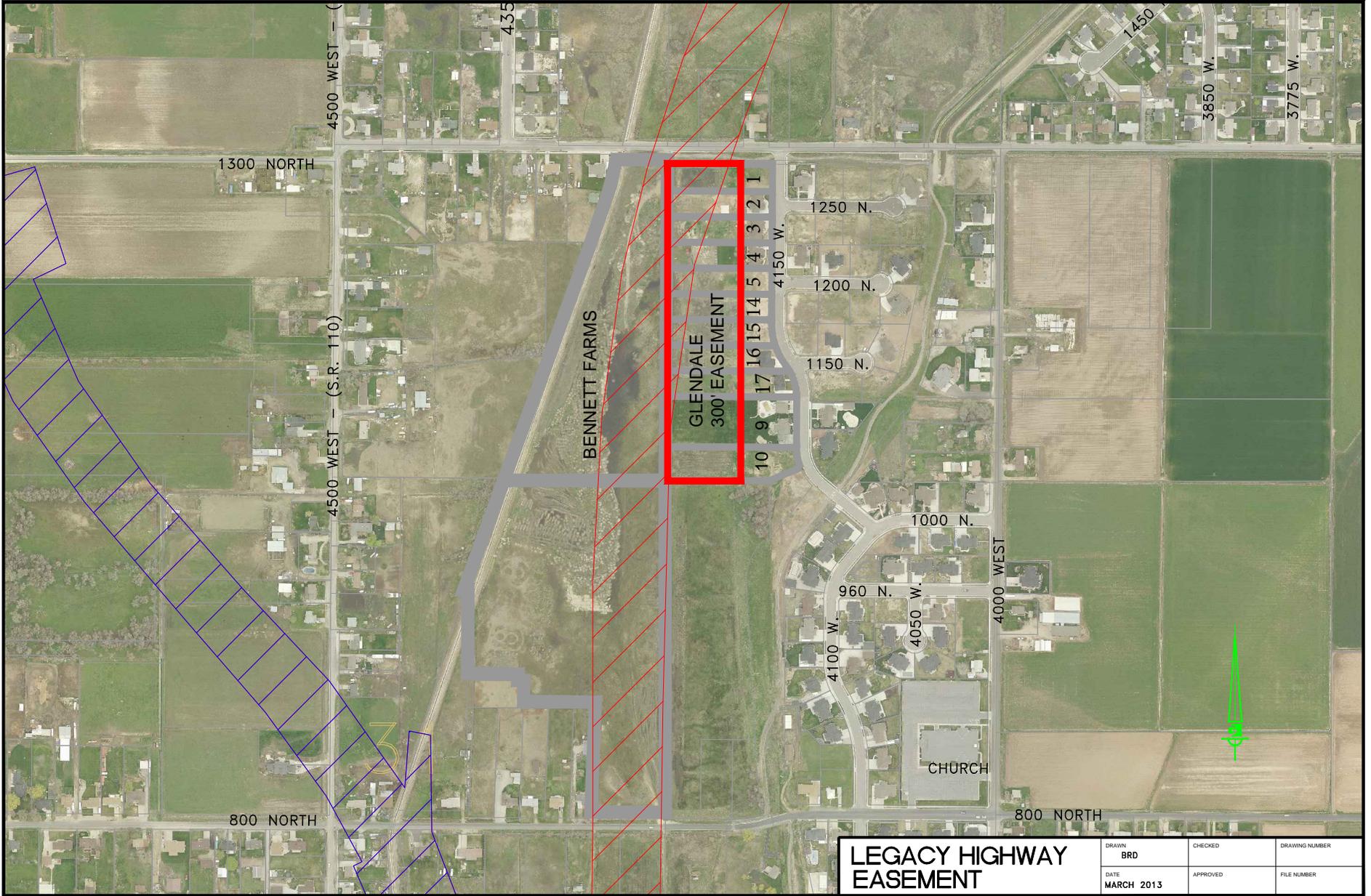
Boyd,

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







**LEGACY HIGHWAY
EASEMENT**

DRAWN BRD	CHECKED	DRAWING NUMBER
DATE MARCH 2013	APPROVED	FILE NUMBER

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

West Point City Hall
3200 West 300 North
West Point City, UT 84015
June 16, 2015

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

Community Development and Renewal Agency Organizational Meeting

Minutes for the Community Development and Renewal Agency of West Point City held at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 on June 16, 2015 at approximately 7:20 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 Misty Rogers, Secretary

VISITORS – Evan Nelson, Brian Vincent 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**

Mr. Laws informed the Board that the “Groundbreaking” for the Smith’s Marketplace will be held on Tuesday, June 30th at noon. He then stated he received an email from Mr. Sant stating that the Developer’s Agreement between Smith’s, Wright Development and West Point City is satisfactory and Mayor Craythorne will be signing the final Developer’s Agreement following the meeting.

4. **Consideration of Adoption of Minutes from the June 2, 2015 CDRA Meeting** – Mr. Kyle Laws

Mr. Dawson motioned to adopt the minutes from the June 2, 2015 CDRA Meeting.
Mr. Petersen seconded the motion.
The Board unanimously agreed.

5. **Consideration of Resolution No. R06-16-2015A, Adoption of the FY2015 Amended Budget and FY2016 Final Budget for the CDRA of West Point City** – Mr. Evan Nelson

Mr. Laws stated because the CDRA received a loan from West Point City, the FY2015 Amended Budget was \$20,000.

- a. **Public Hearing** – no comment
Mr. Petersen motioned to close the public hearing
Mr. Henderson seconded the motion.
The Board unanimously agreed
- b. **Action**
Mr. Petersen motioned to approve Resolution No. R06-16-2015A, the Adoption of the FY2015 Amended Budget and FY2016 Final Budget for the CDRA of West Point City

Vice-Chairman Turner seconded the motion.
The Board unanimously agreed

Roll Call Vote

Mr. Henderson - aye
Vice-Chairman Turner - aye
Mr. Petersen - aye
Chairman Craythorne -aye
Mr. Dawson – aye
Mr. Chatterton - aye

6. Motion to Adjourn

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

Approved this 3rd day of May, 2016

Agency Chairman, Mr. Erik Craythorne

Executive Director, Mr. Kyle Laws

Agency Secretary, Mrs. Casey Arnold



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
April 19, 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
6:00 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on April 19, 2016 at 6:00 pm with Mayor Craythorne presiding.

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

EXCUSED: Council Member Kent Henderson

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

VISITORS: Rob Ortega

1. Quarterly Financial Report - Mr. Evan Nelson

Mr. Nelson stated that a quarterly financial report has been provided to the Council as a snapshot of the current financial state and financial progress of the fiscal year. Revenues currently exceed expenditures in each fund; however there are projects coming up that will change the balance between revenues and expenditures. The Council thanked Mr. Nelson for the update.

2. Discussion of Recycling Program – Mr. Kyle Laws

Mr. Laws stated that a letter was sent from the Weber County Transfer Station to Econo Waste, the City's current waste hauler, which was then forwarded onto the City. The letter states that all entities outside of Weber County taking their recyclable materials to this Transfer Station will now be charged a tipping fee at \$20.00 per ton. Mr. Laws stated that the value of recyclable materials is tied directly to the price of oil, and that 80% of the recyclables are exported to China. With such low oil prices, it has become difficult to export the materials and there is not a large market for them overseas. It is also costing Weber County around \$10 per ton to bail the materials, and the current market conditions are causing them to operate in the negative. This necessitates the need to impose a tipping fee. Mr. Laws stated that he hopes this is not a long-term issue, as long as the oil prices rise and stabilize.

\$20 per ton charged to the City equates to roughly \$6,000 per year. If you divide this by 1,857 recycling cans currently used in the City, this is about \$3.36 per year per resident, or \$.28 per month. The current recycling charge is \$4.75, which covers the City's cost per can to Econo Waste for \$3.65, and an additional \$1.10 fee per can to cover administrative costs, including the delivery and pick up of new and old cans. Passing the \$.28 charge to residents would increase the fee from \$4.75 to about \$5.03 per month.

As budget discussions are currently in session, it is a good time to discuss this issue. Mr. Laws stated that there are three different options for the City. The first is that the City could absorb that extra \$.28 charge per can per month. Mr. Laws does not think that this is a good long term plan, but the Waste Fund could support that additional charge for a year or so. The second option is to pass the full extra charge directly onto the resident, and the last option would be for the City to absorb part of the cost, and pass the rest onto the resident.

Mr. Laws stated that Staff is frustrated with the tipping fee, as the letter was sent on March 15, 2016, and the tipping fee became effective March 28, 2016, which did not leave the City much time to prepare for the additional cost. Mayor Craythorne stated that when the recycling program was started, an administrative fee was included in the cost to the resident, and it could be used to absorb the extra cost short-term. Council Member Petersen commented that he did not believe that now that the tipping fee has been imposed, Weber County is not likely to take it away in the future, regardless of economic conditions. The Mayor agreed, and stated that there is only a certain percentage of the City that is enrolled in the recycling program, and many of those do not even want to be a part of it but it was mandatory for all new residents, and the fee is an issue as it is. Mr. Laws added that when the recycling program was first started, there were numerous complaints from residents that did not believe that they should have to pay anything for curbside recycling. The Mayor stated that if we raise the rates, we can't tie it to a dip in the economy, or else there will be an expectation by residents that the rate will drop when oil prices recover, and the City can't promise that. Mr. Laws stated that if recycling turns profitable again, and the transfer station begins making money, then the City should be receiving a check back for the materials, and the fee could be lowered at that point. He cautioned however, that checks have not yet been received, and we might not be able to count on it on the future.

Council Member Petersen stated that the City should not absorb the cost, even temporarily, because he does not believe that Weber County considers the fee temporary. He believes that if the City passes the fee on to the residents, and residents stop participating in the program, then the cost of normal waste is going to rise as well, so there will be a fee increase either way. He believes that an additional \$.28 per month is completely reasonable to pass onto the residents. Staff commented that \$.28 is just an estimate at this point. Council Member Turner believed that we need to be fair and honest with residents, but a cost increase is a cost increase, and the residents are paying for this service. Council Member Dawson commented that an option would be to increase the cost of the second black cans to encourage residents to get a recycling or greenwaste can instead, as a main goal of the City is to extend the life of the landfill. If residents have to pay more for additional regular waste cans, they may look into recycling instead.

The Council decided to reassess all of the garbage rates as part of the FY2017 budget, and absorb the cost until that budget is adopted.

3. Discussion of Animal Control Ordinance Relating to Feral and Domesticated Cats – Mr. Kyle Laws

Mr. Laws stated that this issue was brought to the attention of the City by two residents that commented at a previous City Council meeting. The residents' neighbor was baiting their domestic cats, calling animal control, and they then had to pay a fee to retrieve their cat from the shelter. The residents were frustrated that a feral, undomesticated cat would be picked up, spayed or neutered, vaccinated and then returned to the area, at no charge. Mr. Laws has spoken with Clint Thacker of Animal Control, and he has suggested that the easiest solution would be to adopt an exception to the current ordinance. West Point City has adopted the Davis County Ordinance for Animal Control, and the related ordinance reads as follows:

6. *"Animal at large" means any animal, whether licensed or not, when:*
 - a. *The animal is off the property of the owner or custodian and is not under the immediate physical restraint by the owner or custodian. "Immediate physical restraint" means a durable restraint device, such as a leash, cage, or other device capable of keeping the animal under physical control.*
 - b. *The animal is on the property of the owner or custodian and is not:*
 - (1) *Securely confined in a building, fenced area, cage or kennel;*
 - (2) *Under the immediate physical restraint by the owner or custodian; or*
 - (3) *Under the immediate and effective control of the owner or custodian and does not cause fear to or constitute or appear to present any threat or danger to the safety, comfort or health of other persons.*

In addition, our code states:

2.65.030 Keeping regulations – Numbers allowed.

A. Household pets must be kept in pens, or otherwise secured, unless housed within the dwelling unit.

The City could adopt an exception to this ordinance exempting cats from the definition, including the restraint part, as most residents are currently not likely restraining their cats with leashes, cages, etc. Cats would only be picked up by Animal Control if they are found to be a nuisance. This may not be the best option and have unintended consequences, but it would allow residents to have domestic, vaccinated and spayed/neutered cats, and still allow them to be free to catch mice and other rodents. The issue of what constitutes a “nuisance” would have to be defined.

4. Discussion Regarding the Ordinance Regulating Chickens – Mr. Boyd Davis

Mr. Davis stated that a resident complained during citizen comment at a previous City Council meeting that after his neighbor complained about his chicken, he researched the Code and discovered that according to the ordinance, he was not allowed to have a chicken based on his current lot size. The resident felt that West Point is a rural city, and that even those in residential areas should be allowed to have chickens for eggs. Mr. Davis stated that the current ordinance allows chickens and other farm animals based upon a point system. 100 points is given per full vacant acre, and all residential properties shall deduct .20 acres (8,700 sq. feet) from the total acreage of a lot before calculating the animal allowance. If a residential lot is .25 acres, they would begin with 25 points. Once the .20 acres is deducted for the home (20 points), the resident would be left with 5 animal points. Chickens are currently 5 points per animal, and consequently a lot would need to be a minimum of ¼ acre to have one chicken. Properties under a ¼ acre are not permitted to have any farm animals according to the current code. Mr. Davis stated that the point system is working well and is easy to explain to residents, but the Council may want to revalue the points allotted to each animal, or the size of the deduction.

To compare to other cities, Layton City requires a minimum of 10,000 SF to have chickens, with a limit of 6. Syracuse City requires a minimum of ¼ acre, and also uses a point system with 48 points per acre and chickens are 2 points per chicken. Clinton City requires a minimum of 10,000 SF to have chickens, but their code did not specify a limit.

Mayor Craythorne stated that chickens are fairly harmless and are not necessarily a nuisance. The Mayor went on to state that if a resident is allowed to have chickens on their lot, they need to have more than just one and the current code does not allow that if their lot is only ¼ acre. Mr. Laws stated that Layton City operates along those lines, as if a lot is at least 10,000 SF, they can have up to 6 chickens, not based on a point system per chicken. Council Member Turner suggested that the allowance be on a sliding scale. For example, residents on a ¼ acre are allowed five chickens, and for larger lots, each additional chicken over the initial five requires five more points. Council Member Petersen commented that chickens are unique to other small animals like ducks or rabbits because they do provide food, and so if there is a change to the ordinance, it should only include chickens.

Mr. Davis commented that as this is a land use ordinance, the issue needs to go through the Planning Commission. The Council agreed that the ordinance should be reevaluated and directed Staff to present the issue to the Planning Commission for their recommendation.

5. Other Items

Mr. Davis stated that an individual has inquired about purchasing some vacant property in the City and putting in a modular home. Historically, the City has not allowed modular homes or mobile home parks according to City Code. However, State Code was pointed out to the City dictating that the City cannot prohibit modular homes. Mr. Laws stated that even though the City cannot prohibit them, they still have to meet certain requirements such as a two car garage, 40% brick, solid foundation, etc. Mr. Davis stated that the individual has indicated that those requirements are no problem, and the modular home would be in compliance. Council Member Chatterton stated that he had previously worked for a modular home company, and had even constructed one on a property he used to own in the City. He believes that if you drove past the house, you would not recognize it as a modular home, due to the upgrades

he made to the outside of the home. Staff wanted to inform the Council of the individual's plan, in case there were any resident complaints. The Council agreed that as long as the home met all the building codes and requirements, it would have to be permitted.

Council Member Petersen inquired as to whether the Council should send an official response to the Derby Acres Subdivision issue that arose in a previous Council Meeting and the City's position on the issue so that all of the affected residents are informed. Council Member Turner commented that some residents still believe that the Council approved the developers plan to tie on to the Derby Acres road. Mr. Laws agreed to draft a letter for Council to review.

The Administrative Session adjourned.



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
April 19, 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 7:00 pm with Mayor Craythorne presiding.

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

EXCUSED – Council Member Kent Henderson

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

VISITORS PRESENT – Rob Ortega, Dallon Tobler, Duane Singleton, Chris Singleton, Brian Singleton, and Jason Watterson

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 Jerry Chatterton – As a member of the Mosquito Abatement District Davis Board, he informed the Council that information is still not widely known about the Zika Virus, but there have been no deaths originating from the virus in United States. The District does not believe there any mosquitos in this area that carry that virus and could possibly transmit it.

Council Member Turner – no comment

Council Member Petersen – Thanked for the North Davis Fire District for their quick response to an incident he was involved with.

Council Member Dawson – The North Davis Sewer District is preparing to replace some of the sewer lines along 2000 W. The project should not greatly impact the City and will try to correspond with the widening project of 2000 W.

Mayor Craythorne – Reminded the Council and residents of the annual Take Pride Day on May 7th. Work will be completed at the parks, and will consist of cleaning playground equipment, adding a supplement to the baseball fields, and other work as needed. The Mayor also reminded the Council of the Spring Clean-Up on April 22-23, wherein dumpsters will be available for residents at all three of the parks. The dumpsters will be manned by Mr. Dopp, the Code Enforcement Officer, who has organized the project. This is a great opportunity for residents to get their yards and homes cleaned up from the winter months.

5. Communications from Staff

Mr. Laws confirmed the Take Pride Day and Spring Clean-Up are coming up. He also updated the Council on the Park Redevelopment and stated that the sewer line placement is almost complete, and will be followed by installation of the water and secondary water lines. The contractor has filled all the ponds as well. There has been a slight delay in the project, as crews hit ground water about three feet down. Compaction tests will be conducted before proceeding.

The round-a-bout work on 3000 W and 1300 N has started, and contractors are still working on placing the utilities before beginning the concrete work on the actual round-a-bout in the next two to three weeks.

Rocky Mountain power has been installing power poles along the trail towards the golf course, which is a transmission line starting from Clearfield and will end at the new substation by the secondary water pond. The project is moving along.

The demolition of the vacant homes along 2000 W will begin shortly, with the work completed by the Department of Corrections. They have started demolition on the homes in Syracuse, and will move down into West Point. Council Member Dawson commented that the homes are unsightly.

6. Citizen Comment Follow-Up

None

7. Citizen Comment

None

8. Consideration of Approval of Minutes from April 5, 2016 City Council Meeting

Council Member Chatterton motioned to approve the minutes from the April 5, 2016 City Council Meeting
Council Member Turner seconded the motion
The Council unanimously agreed

9. Trust Accountability Program Presentation – Mr. Jason Watterson, Utah Local Governments Trust

Mr. Watterson stated that he was attending the meeting to present the Trust Accountability Program award to the City for the second time. The Trust was created to provide insurance for local governments and functions as a mutual. In addition to claims, they work with cities to manage risk management and to implement policies to minimize claim issues. The most common and costly cause of liabilities in the state is automobile liabilities, followed by sewer back-ups. The Trust works to minimize damage to employees, as well as tax payers who ultimately pay for those damages. By receiving the award, the Trust refunds the City a portion of their paid premium, as well as gives us a discount on the Workmen’s Compensation premium. Mr. Watterson praised Staff for their efforts in receiving this award.

10. Consideration of Awarding Bid for the 520 N Roadway and Parking Lot Project – Mr. Kyle Laws

Mr. Laws stated that this project includes the construction and paving of 520 N and parking lot. Ten bids were received from major contractors, and bids within budget were received. Advanced Paving was the low bid, coming in at \$328,403, and was roughly \$50,000 under budget. Staff recommends awarding the project to Advanced Paving.

Most members of the Council were familiar with this company, and looked forward to working with them. The Mayor commented that Advanced Paving had also done the Syracuse portion of 3000 W as well as some other projects within our City.

Council Member Peterson motioned to award the bid for the 520 N Roadway and Parking Lot Project to Advanced Paving

Council Member Dawson seconded the motion

The Council unanimously agreed

11. Approval of Beer License Application for the Smiths Marketplace – Mr. Kyle Laws

Mr. Laws stated that Smiths Marketplace has applied for a Class “A” beer license, which means that it is for prepackaged beer products, and only for off premise consumption. The fee is \$250 per year, in addition to the business license fee. The supervisor on sight must be 21 years of age or older, though the cashier could be younger. Mr. Laws reviewed the West Point Code 5.15.040B with the Council and stated that Smiths is in compliance with that Code. The Application was discussed in the previous Council Meeting, and Staff recommends approval of the beer license.

Council Member Dawson motioned to approve the Beer License Application for the Smiths Marketplace

Council Member Petersen seconded the motion

The Council unanimously agreed

12. Approval of Ordinance 04-19-2016A, an Ordinance Rezoning Property at 1300 N 5000 W from A-40 to R-1 – Mr. Boyd Davis

Mr. Davis stated that as discussed in previous meetings, Duane Singleton’s family owns approximately 20 acres on the southwest corner of 1300 N and 5000 W. He is requesting to rezone roughly 2 acres of that property from A-40 to R-1. Mr. Singleton eventually plans to apply for 4 building lots on those 2 acres. The Planning Commission held a public hearing, to which there was no opposition, and recommends approval of the rezone, along with Staff.

a. Public Hearing

No comment

Council Member Petersen motioned to close the public hearing

Council Member Turner seconded the motion

The Council unanimously agreed

b. Action

Council Member Turner motioned to approve Ordinance 04-19-2016A, and Ordinance Rezoning Property at 1300 N 5000 W from A-40 to R-1

Council Member Petersen seconded the motion

Roll Call Vote

Council Member Turner – Aye

Council Member Petersen – Aye

Council Member Dawson – Aye

Council Member Chatterton – Aye

The Council unanimously agreed.

13. Consideration of Resolution No. 04-19-2016A, the Adoption of the FY2016 Amended Budget for West Point City and All Related Agencies – Mr. Evan Nelson

Mr. Laws stated that there is a need to amend the FY2016 budget at this point to budget for upcoming projects and personnel changes. The details of the Amended Budget were discussed at previous City Council Meetings, and a public hearing was held as well.

a. **Public Hearing**

No comment

Council Member Petersen motioned to close the public hearing

Council Member Chatterton seconded the motion

The Council unanimously agreed

b. **Action**

Council Member Chatterton motioned to approve Resolution No. 04-19-2016A, the Adoption of the FY2016 Amended Budget for West Point City and All Related Agencies

Council Member Dawson seconded the motion

14. Motion to Adjourn

Council Member Chatterton motioned to adjourn

Council Member Petersen 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: Red Barn Ranch, single lot subdivision
Author: Boyd Davis
Department: Community Development
Date: May 3, 2016

Background

The applicant is requesting approval for a single lot subdivision located at 2737 S 300 N. The lot is 0.51 acres and is zoned R-2. The lot meets all requirements for those zones. All utilities will be stubbed into the property from 300 North.

Analysis

Staff has reviewed the plat and plans for this subdivision and gave the developer a list of a few minor corrections to be made. All of the corrections are complete and the subdivision was approved by the Planning Commission on April 14th.

This subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street. The nearest curb is $\frac{1}{4}$ of a mile to the west.

Recommendation

Staff recommends final approval of the Red Barn Ranch Subdivision.
Staff also recommends approval Resolution No. 05-03-2016A, a Postponement Agreement for Curb, Gutter, and Sidewalk.

Significant Impacts

There are no significant impacts at this time.

Attachments

Plat
Staff Comments
Postponement Agreement

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(2737 West 300 North, parcel no. 120320101)**

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

RECITALS

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

BEG AT A PT S 89°56'51" E 30.00 FT FR THE NW COR OF THE NE 1/4 OF THE NW 1/4 OF SEC 4-T4N-R2W, SLM; & RUN TH S 0°06'01" W 223.00 FT; TH S 89°56'51" E 117.28 FT; TH N 0°06'45" W 223 FT; TH N 89°56'51" W 117.28 FT TO THE POB. EXCEPT THEREFR THAT PORTION LYING WITHIN 300 NORTH STR. CONT. 0.51 ACRES; and,

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

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

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

AGREEMENT

1. AGREEMENT FOR POSTPONED INSTALLATION. The parties agree that Owner may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Owner's said property. The Council's decision shall be based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.
2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made the determination referred to in paragraph 2 above, the City shall proceed with the installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.

3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.

4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.

5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

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

WEST POINT CITY

By: _____
 ERIK CRAYTHORNE, Mayor

ATTEST:

 Casey Arnold, City Recorder

 (property owner)

By: _____

Title: _____

ATTEST: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____, personally appeared before me _____ and _____, who being by me duly sworn did say, each for himself and herself that they, the said _____ is the Mayor of West Point City, Davis County, State of Utah and that she, the said _____, is the City Recorder of West Point City, and that the within and foregoing instrument was signed on behalf of the said West Point City by authority of the City Council of West Point City and said _____ and _____, each duly acknowledged to me that the said West Point City executed the same and that the seal affixed is the seal of the said West Point City.

NOTARY PUBLIC

(SEAL)

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

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

Notary Public

(SEAL)

RESOLUTION NO. 05-03-2016A

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT
BETWEEN BRAUN BENNETT AND WEST POINT CITY FOR
THE INSTALLATION OF STREET IMPROVEMENTS AT 2737 WEST 300 NORTH**

WHEREAS, Braun Bennett plans to build a home at 2737 W 300 N; and

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

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

WHEREAS, Braun Bennett has agreed to pay for the improvements at a later date.

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

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

PASSED AND ADOPTED this 3rd day of May, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder