



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
June 6, 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

6:15 pm (Board Room)

- 1. Discussion of FY2017 Budget - Mr. Kyle Laws page 5
2. Discussion Regarding the Street Cut Permit Policy - Mr. Boyd Davis page 41
3. Discussion Regarding Speed Bumps on 520 N - Mr. Boyd Davis page 43
4. Discussion Regarding Road Connection in Derby Acres - Mr. Boyd Davis page 47
5. Discussion Regarding Wise Country Meadows Phase 2 - Mr. Boyd Davis page 49

CDRA MEETING

(Council Chamber)

- 1. Call to Order
2. Communications and Disclosures from Board
3. Communications from Staff
4. Consideration of Approval of Minutes from the May 17, 2016 CDRA Meeting page 63
5. Public Hearing for the FY2017 Budget of the CDRA for West Point City - Mr. Kyle Laws page 5
a. Public Hearing
6. Public Hearing of the Community Development and Renewal Agency of West Point City on the Community Development and Renewal Agency Tax Increment and Sales Tax Revenue Bonds, Series 2016 in the Amount Not to Exceed \$1,250,000 for Improvements Related to the 300 North Community Development Project Area; and Related Matters - Mr. Kyle Laws page 29
a. Public Hearing
7. Consideration of Resolution R06-07-2016A, a Resolution of the Community Development and Renewal Agency of West Point, Utah, Authorizing the Issuance and Sale in the Maximum Amount of it \$1,250,000 Tax Increment and Sales Tax Revenue Bonds to Finance Certain Improvements Related to the 300 North Community Development Project Area; Pursuant to a Master Resolution or Indenture to be Approved by a Pricing Committee; Authorizing an Interlocal Agreement with West Point City; and Related Matters - Mr. Kyle Laws page 29
8. 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 1/2 minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
8. Consideration of Approval of Minutes from the May 17, 2016 City Council Meeting page 65
9. Public Hearing for the FY2017 Budget for West Point City - Mr. Kyle Laws page 5
a. Public Hearing
10. Public Hearing of West Point City on the West Point Community Development and Renewal Agency Tax Increment and Sales Tax Revenue Bonds, Series 2016 in the Amount not to Exceed \$1,250,000 for Improvements Related to the 300 North Community Development Project Area; and Related Matters - Mr. Kyle Laws page 21
a. Public Hearing
11. Consideration of Resolution 06-07-2016A, a Resolution Authorizing the Maximum Amount of \$1,250,000 Tax Increment and Sales Tax Revenue Bonds of the Community Development and Renewal Agency of West Point, Utah, to Finance Certain Improvements Related to the 300 North Community Development Project Area; Pursuant to a Master Resolution or Indenture to be Approved by a Pricing Committee; and Related Matters - Mr. Kyle Laws page 21
12. Final Approval of the West Edge Subdivision - Mr. Boyd Davis page 73
13. Consideration of Resolution 06-07-2016B, a Resolution Approving a Postponement Agreement between Duane Singleton and West Point City of the Installation of Street Improvements in the West Edge Subdivision - Mr. Boyd Davis page 75
14. Consideration of Approval of Resolution No. 06-07-2016C, a Resolution Approving a Development Agreement Between Castle Creek Homes and West Point City Allowing a Non-Conforming Lot in the Wise Country Meadows Phase 2 Subdivision - Mr. Boyd Davis page 53
15. Motion to Adjourn into Closed Session - MOVE INTO CLOSED SESSION
16. Motion to Adjourn General Session

CLOSED SESSION

Immediately following the General Session (Board Room)

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

Posted this 2nd day of June, 2016

Handwritten signature of Casey Arnold

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

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: 6/21/2016

Administrative Session – 6:00 pm

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

General Session – 7:00 pm

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

CDRA Meeting

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

Date: 7/5/2016

No Meeting

Date: 7/19/2016

Administrative Session – 6:00 pm

1. **Joint Meeting with Planning Commission to discuss General Plan**
2. Code Enforcement Update – Mr. Bruce Dopp
3. Citizen Comment Follow-up – Mr. Kyle Laws

General Session – 7:00 pm

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

FUTURE ITEMS

Administrative Session

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

General Session

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

CDRA

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

City Council Staff Report

Subject: FY2017 Budget Discussion
Author: Kyle Laws
Department: Executive
Date: June 7, 2016

BACKGROUND

Each year cities and towns in the State of Utah are required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 22nd of June. The tentative budget was presented to the City Council at the meeting on May 3rd as required by law. Council and Staff discussed an overview of revenues and expenditures, changes from the FY2016 Budget, and other budget options. On May 17th we discussed proposed changes to the City's Capital Improvement Plan (CIP) and budgets for the City's Enterprise Funds, Capital Projects, and Special Revenue funds. We also adopted the Tentative Budget on May 17th.

On June 7th we will discuss some additional changes to the proposed Budget, proposed changes to the City Fee Schedule, and the process for approving a property tax rate. The Council will hold a public hearing for the Fiscal Year 2017 Budget in the Regular Meeting.

ANALYSIS

Compensation Schedule

Every other year, we conduct a salary survey and market analysis and make adjustments as needed to ensure we are keeping with the market in what we pay our employees. This study was conducted last year, and as a result, there are no proposed changes this year to the pay plan. As discussed in previous budget discussions, we are proposing a 2% merit increase based on positive performance. Attached to this report is the proposed compensation schedule for FY2017.

Planning Commission Pay

The City Council asked Staff to look at what other cities pay their planning commissioners. We conducted a survey and had 48 cities respond. The detailed comparison is attached; in summary these were the results of the responding cities:

- 5 paid \$75/meeting or more (10.2%)
- 11 paid \$50/meeting (22.4%)
- 8 paid \$30-\$40/meeting (16.3%)
- 7 paid \$20-\$25/meeting (14.3%)
- 18 do not pay their Planning Commissioners (36.7%)

West Point City pays \$35/meeting, so we are right in the middle. Staff does not have a recommendation on whether or not to change the current compensation for the Planning Commissioners. We will take direction from the City Council if a change is desired.

City Fee Schedule

The City Fee Schedule, with proposed changes, is included in this packet. The Council will be considering approval of the Fee Schedule at the meeting on June 21, 2016. Here is a summary of the proposed changes:

Returned Check Fee – Due to the increased costs to the City when a check is returned for non-sufficient funds, we need to pass this cost on to the issuer. We are proposing an increase from \$20 to \$45.

Park, Trails, and Recreation Impact Fee (Single Family) – This fee was rounded down in the fee schedule and we have added the exact amount to the new fee schedule (an extra 86 cents).

Road Impact Fee (Single Family) – According to the Road Impact Fee Analysis conducted this year, the Road Impact Fee for single family dwellings dropped from \$3,403 to \$1,529.

Road Impact Fee (Multi-Family) – According to the Road Impact Fee Analysis conducted this year, the Road Impact Fee for multi-family dwellings dropped from \$2,382 to \$1,063.

Road Impact Fee (Commercial) – The following changes were also made as a result of the impact fee analysis:

- General Commercial – increased from \$3,578 to \$4,529 per 1,000 sq ft of building space
- Professional Office – new fee of \$1,759 per 1,000 sq ft of building space
- Manufacturing/Industrial – new fee of \$1,114 per 1,000 sq ft of building space

North Davis Fire District Impact Fee (Single Family) – The NDFD also conducted an impact fee analysis and their fee dropped from \$295.29 to \$138.68.

Re-inspection Fee – This fee is currently \$47, we propose it be increased to \$50.

One-time Inspection Fee – Every now and then we are asked to inspect newly installed hot water heaters or other small projects. There was no fee in the schedule for this and we were using the Re-inspection fee amount. We want this to be less to encourage inspections to take place so we propose a \$25 fee.

Garbage Can (monthly – additional can) – based on our discussion of recycling costs increasing, and in order to encourage more curbside recycling, we have increased the cost of an additional black garbage can from \$9.00/month to \$10.00/month.

Sewer Rates – Sewer rates are proposed to increase in accordance with the North Davis Sewer District rate changes. The residential rate will increase from \$22.20 to \$25.20. Commercial and multi-family rates also increase by the same amount.

Approving a Property Tax Rate

The Davis County Assessor has indicated that property values in Davis County have increased this year. However, we do not yet know exactly what the increase in value is for West Point City, specifically. The County will set a Certified Rate which will ensure that the City collects the same amount of revenue as last year, plus new growth. The City Council may choose to accept the Certified Rate or select a different rate. If the Council chooses to consider a rate higher than the certified rate, we must go through the Truth in Taxation process, like we have the last three years. This process is designed to provide proper public notice to residents and to allow public input on the matter. In the past, the City Council has sought to maintain a stable tax rate, which increases revenue when property values are rising. The City will know the Certified Rate on or around June 8th. The Council must vote on June 21st to either accept the Certified Rate, or to go through the Truth in Taxation process and consider a higher rate. Staff would like to receive direction from the City Council on how you would like us to proceed this year.

Community Development and Redevelopment Agency (CDRA) Budget

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

In both the CDRA meeting and the City Council meeting, we will be holding a public hearing on the CDRA's tax increment and sales tax revenue bonds, series 2016. We will also be asking both entities to approve a resolution wherein sales tax is being pledged for the bonds. Prospective bond purchasers will be submitting proposals based on the local option sales tax security pledge in addition to tax increment. This will help us get a better rate on the bonds.

RECOMMENDATION

Staff would like Council to discuss and provide direction on the Fiscal Year 2017 proposed Tentative Budget and Fee Schedule, and hold a public hearing during the regular meeting. Staff would also like the Council to provide direction on setting a property tax rate.

SIGNIFICANT IMPACTS

There are no significant impacts at this time.

ATTACHMENTS

- Compensation Schedule
- Planning Commission Pay Survey
- Proposed Fee Schedule
- CDRA Budget for FY2017
- Resolution No. 06-07-2016A (City Council)
- Resolution No. R06-07-2016A (CDRA)

Pay Scale – FY2017

Exempt Positions				
Position	Department	Minimum	Midpoint	Maximum
City Manager	Executive	\$ 88,434	\$ 101,173	\$ 113,912
Assistant City Manager	Community Development	\$ 70,747	\$ 83,080	\$ 95,413
Administrative Services Director	Administrative Services	\$ 67,092	\$ 78,803	\$ 90,513
Public Works Director	Public Works	\$ 61,384	\$ 72,909	\$ 84,433
Human Resources Manager	Executive	\$ 47,598	\$ 59,563	\$ 71,528
Recreation Director	Recreation	\$ 46,036	\$ 55,730	\$ 65,423
City Planner	Community Dev	\$ 47,598	\$ 55,454	\$ 63,309

Non-Exempt Positions				
Position	Department	Minimum	Midpoint	Maximum
City Treasurer	Administrative Services	\$ 20.76	\$ 24.26	\$ 27.75
City Recorder	Executive	\$ 18.60	\$ 23.13	\$ 27.66
Building & Safety Inspector	Community Dev	\$ 19.15	\$ 23.18	\$ 27.20
Public Works Lead	Public Works	\$ 19.25	\$ 22.90	\$ 26.55
Public Works III	Public Works	\$ 16.54	\$ 20.32	\$ 24.10
Public Works II	Public Works	\$ 15.01	\$ 18.48	\$ 21.94
Public Works I	Public Works	\$ 13.41	\$ 16.35	\$ 19.28
Utility Billing Clerk	Administrative Services	\$ 13.41	\$ 16.35	\$ 19.28

Part-time/Seasonal Positions				
Position	Department	Minimum	Maximum	
Code Enforcement Officer	Community Dev	\$ 16.65	\$ 23.47	
Planning Secretary	Community Dev	\$ 13.82	\$ 18.79	
Community Affairs Assistant	Executive	\$ 13.41	\$ 18.79	
Receptionist	Administrative Services	\$ 13.18	\$ 15.66	
Intern	Executive	\$ 12.75	\$ 14.74	
Parks Worker III	Parks	\$ 11.44	\$ 14.42	
Public Works Seasonal	Public Works	\$ 10.92	\$ 14.00	
Parks Worker II	Parks	\$ 8.84	\$ 12.48	
Municipal Building Coordinator	Administrative Services	\$ 8.84	\$ 12.48	
Recreation Worker II	Recreation	\$ 8.32	\$ 10.40	
Parks Worker I	Public Works	\$ 8.32	\$ 10.40	
Crossing Guard	Public Safety	\$ 7.55	\$ 9.41	
Recreation Worker I	Recreation	\$ 7.55	\$ 8.32	

Elected & Appointed Officials				
Position	Department	Pay		
Mayor	General Government	\$ 12,600.00	per year	
City Council Members	General Government	\$ 5,400.00	per year	
Planning Commission Chair	Community Development	\$ 45.00	per meeting	
Planning Commission Members	Community Development	\$ 35.00	per meeting	

Survey of Pay for Planning Commissioners in Utah Cities

City	Pay
Washington City	\$150/meeting
St. George	\$100/month
Lehi	\$95/meeting + iPad
Sandy	\$80/meeting + dinner
Alta	\$75/meeting
Highland	\$56/meeting
Riverdale	\$50/month
	\$50/meeting
Clearfield	\$75/meeting PC Chair
Bountiful	\$50/meeting
Cedar Hills	\$50/meeting
Draper	\$50/meeting
Heber	\$50/meeting
Hyde Park	\$50/meeting
Nibley	\$50/meeting
Saratoga Springs	\$50/meeting
South Jordan	\$50/meeting
Taylorsville	\$40/meeting
	\$35/meeting
Centerville	\$50/meeting PC Chair
	\$35/meeting
Clinton	\$50/meeting PC Chair
	\$35/meeting
West Point City	\$45/meeting PC Chair
Enoch	\$35/meeting
South Salt Lake City	\$35/meeting
West Valley	\$33/meeting
Enterprise	\$30/meeting
South Ogden	\$25/month + \$25/meeting
Cottonwood Heights	\$25/meeting
Farmington	\$25/meeting
Pleasant View	\$25/meeting
Roosevelt	\$25/meeting
Price	\$20/meeting per diem
Midvale	\$20/meeting
Orem	No Pay, dinner
Pleasant Grove	No Pay, dinner
American Fork	No Pay
Blanding	No Pay
Brigham City	No Pay
Eagle Mountain	No Pay
Ephraim	No Pay
La Verking	No Pay
Nephi	No Pay
Ogden	No Pay
Parowan	No Pay
Provo	No Pay
Richfield	No Pay
Santa Clara	No Pay
Santaquin	No Pay
Springville	No Pay
Washington Terrace	No Pay
Payson	No Pay

West Point City Fee Schedule Fiscal Year 2016

Football registration fee effective upon approval
~~All other fees effective July 1, 2015~~
Effective July 1, 2016

DESCRIPTION	Fiscal Year 2015 Amount
ADMINISTRATIVE and BUSINESS LICENSE FEES	
Election Filing Fee	\$25
<u>Returned Check Fee</u>	<u>\$45</u>
Beer licenses (Class A)	\$250
Beer licenses (Class B)	\$300
Beer licenses (Class C)	\$350
Business Regulatory Fee	\$35
Nurseries	\$85
Agriculture Equipment and Repair	\$85
Veterinary Services	\$85
Agriculture Supplies and Support	\$85
Landscaping Services and Supplies	\$85
Sporting Equipment and Supplies	\$85
Firearms	\$85
Construction Services and Supplies	\$85
Manufacturing Equipment and Supplies	\$85
Industrial	\$85
Industrial and Manufacturing Support	\$85
Trucking	\$85
Public Transportation	\$85
Telecommunication Services	\$85
Telephone	\$85
Power/Natural Gas	\$85
Auto Wash and Detail	\$85

Towing	\$85
Electrical	\$85
Plumbing	\$85
Parking Services and Facilities	\$85
Storage/Warehouse	\$85
Wholesale Processing and Support	\$85
Shipping and Goods Transportation	\$85
Restaurant	\$85
Restaurant with Alcohol	\$85
Private Club or Bar	\$85
Fast Food or Cafe	\$85
Commercial Shopping Center/Retail Store	\$50 per 1,000 sq. ft.
Office/Institutional	\$45 per 1,000 sq. ft.
Business Park	\$35 per 1,000 sq. ft.
Light Industrial	\$35 per 1,000 sq. ft.
Manufacturing	\$35 per 1,000 sq. ft.
Grocery (Under 10,000 square feet)	\$85
Grocery (10,000 square feet and above)	\$85
Gas Station	\$85
Pawn Broker	\$85
Auto Sales	\$85
Auto Repair and Service	\$85
Subscriptions/Coupons/Tickets	\$85
Auctions	\$85
Insurance Sales	\$85
Broker	\$85
Real Estate	\$85
Financial Planning	\$85
Business Support Services	\$85
Bank/Credit Union	\$85

Salons/Barber/Beauty	\$85
Funeral	\$85
Medical/Dental/Therapy	\$85
Fitness	\$85
Entertainment and Amusement	\$85
Legal Services	\$85
Dry Cleaning and Clothing Repair	\$85
Upholstery	\$85
Copy and Supplies	\$85
Apartment/Multi-family/Trailer Park	\$85
Bed and Breakfast	\$85
Hotel	\$85
Motel	\$85
Extended Stay	\$85
Bowling	\$85
Hospital/Care Center	\$85
Daycare/Preschool	\$85
Sexually Oriented Business	\$85
Sexually Oriented Business applications and businesses - nonrefundable initial application and investigation fee (all applications)	\$100
Home Occupation - all	\$50
Contractors - General	\$50
Contractors - Sub Contractors	\$50
Duplicate License	\$15
Business License late fee	\$25
Christmas tree sales license (not prorated)	\$30 w/ \$70 deposit
Fireworks stands (not prorated)	\$350 w/ clean-up deposit of \$300
Home occupation license late fee (after February 1st)	\$25
Solicitor's License	\$50
<u>Disproportionate Fees:</u>	

Gas Station	\$250/Year
Grocery w/ Beer	\$350/Year
Bar/Private Club	\$300/year
Bowling with Alcohol	\$500/Year
Pawn Shop	\$900/Year
Arcade	\$350/Year
Entertainment/Theater	\$200/Year
Restaurant with Alcohol	\$200/Year
Hotel/Motel/Extended Stay/Inn/Bed & Breakfast	\$400/Year
Apartments	\$15/Unit/Year
Temporary Permits	\$250/Year
Sexually Oriented Business	\$250/Year
Warehouse	\$250/Year
COPIES & PUBLICATIONS	
Photocopies	\$.10 each copy
Budget	\$20
Audit (CAFR)	\$10
Administrative Code	\$10
General Plan	\$10
Special reports or compilations (GRAMA) (Produced with managerial discretion)	\$25 per hour + copy or reproduction charges
BUILDING RENTAL	
Council Chamber Rental	\$25/hr. (2 hour min.)
Multi-purpose Area Rental	\$25/hr. (2 hour min.)
City Hall - Security Deposit	\$100
PLANNING AND ZONING FEES	
Board of Adjustment Hearing	\$200
Conditional Use Permit - Staff approved	\$50
Conditional Use Permit - Planning Commission	\$75 \$150 if notices must be sent out
Permanent Sign Permit	\$75

Temporary Sign Permit	\$10/sign
Recording	\$50 to City and applicable fees to Davis County Recorder
Rezone application	\$250
Annexation application	\$300
Subdivision Plat Amendment	\$300
Agricultural Protection Zone application	\$450 (\$100 refunded if protection zone is not approved)
Telecommunications Right of Way Application	\$500
SITE DEVELOPMENT REVIEW	
Construction guarantee bond (commercial)	\$30 per linear ft. (curb, gutter, sidewalk)
Construction inspection fee for all utilities	\$150 per lot
Final plat fee	\$600/plat, plus \$50 per lot
Preliminary plat fee	\$300/plat, plus \$25 per lot
Single Lot Plat (preliminary & final)	\$300
Final Site Plan Review Fee (Commercial)	\$600/site plan
CODE VIOLATION FEES	
Code Violations	<u>See West Point City Code</u>
CEMETERY	
<u>Resident</u>	
Adult Burial Plot	\$450
Adult Interment Fee	\$300
Perpetual care - Adult	\$100 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$450
Child Interment Fee	\$300
Perpetual care - Child	\$100 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$225
Infant/Urn – Internment Fee	\$200
Perpetual care – Infant (½ plot)	\$50 if lot purchased before 9/1990
Dis-interment	\$300

Transfer lot fee	\$15
After Business Hours Fee	\$100
<u>Non-Resident</u>	
Adult Burial Plot	\$600
Adult Interment Fee	\$700
Perpetual care - Adult	\$300 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$600
Child Interment Fee	\$700
Perpetual care - Child	\$250 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$300
Infant/Urn – Internment Fee	\$400
Perpetual care – Infant (½ plot)	\$250 before 9/1990
Disinterment	\$400
Transfer lot fee	\$15
After Business Hours Fee	\$100
PARKS	
Large pavilion (Per time period: 8AM-4PM or 4PM-10PM)	\$15 (residents) \$25 (non-residents)
Small pavilions (Per time period: 8AM-4PM or 4PM-10PM)	\$10 (residents) \$20 (non-residents)
Volleyball rental	\$5 rental fee \$15 ball deposit, if applicable (deposit refundable if returned by next business day)
Horseshoes	\$5 rental fee \$35 horseshoe set deposit, if applicable (deposit refundable if returned by next business day)
RECREATION	
<u>Program Registration Fees:</u> (Students at West Point Schools are charged the resident rate.)	
Coed T-Ball	\$40 resident \$50 non-resident
Coed Machine Pitch 1 st – 2 nd Grade	\$40 resident \$50 non-resident

Boys Baseball 3 rd – 4 th Grade	\$50 resident \$60 non-resident
Boys Baseball 5 th – 6 th Grade	\$50 resident \$60 non-resident
Boys Baseball Jr. High	\$50 resident \$60 non-resident
Girls Elementary Softball	\$50 resident \$60 non-resident
Girls Junior High Softball	\$50 resident \$60 non-resident
Basketball - 6 th Grade and younger	\$50 resident \$60 non-resident
Basketball - 7 th Grade and older	\$60 resident \$70 non-resident
Football	\$130 \$150 Equipment Charge for unreturned equipment.
Soccer (Spring)	\$40 resident \$50 non-resident
Soccer (Fall)	\$40 resident \$50 non-resident
Volleyball	\$40
Football Camp	\$20
Basketball Camp	\$20
Recreation Late Fee	\$10
DEVELOPMENT IMPACT FEES (Residential)	
West Point City Impact Fees:	
Park, Trails, and Recreation Impact Fee (Single Family)	\$2380. 86
Park, Trails, and Recreation Impact Fee (Multi- Family)	\$1780
Road Impact Fee (Single Family)	\$3403 1,529
Road Impact Fee (Multi-Family)	\$2382 \$1,063
Storm Drain Impact Fee	\$4,204 per acre
Sewer Impact Fee (Single Family)	\$241.72
Sewer Impact Fee (Multi-Family)	\$166.79
Water Impact Fee	See Schedule A
Non-City Impact Fees:	
North Davis Sewer Impact Fee (Residential)	\$3,256

North Davis Fire District Impact Fee (Single Family)	\$294.29 <u>138.68</u>
North Davis Fire District Impact Fee (Multi-Family)	\$287.80
DEVELOPMENT IMPACT FEES (Commercial)	
West Point City Impact Fees:	
Road Impact Fees (General Commercial)	\$3,578 <u>\$4,529</u> per 1,000 sq. ft of building space
Road Impact Fees (Professional Office)	<u>\$1,759 per 1,000 sq. ft of building space</u>
Road Impact Fees (Manufacturing/Industrial)	<u>\$1,114 per 1,000 sq. ft of building space</u>
Water Impact Fees	See Schedule A –attached
Storm Water Impact Fees	\$4,204 per acre
Sewer Impact Fees	\$241.72/ERU
Non-City Impact Fees:	
North Davis Fire District Impact Fee (Commercial)	Determined by North Davis Fire District
North Davis Sewer Impact Fee (Commercial)	Determined by North Davis Sewer District
SAFETY / INSPECTION FEES	
Building Permit Fee	Based on building valuation and square footage
Residential plan review and inspection fee	25% of permit fee
Re-inspection fee	\$47 <u>\$50</u>
<u>One-time inspection fee</u>	<u>\$25</u>
Commercial plan review and inspection fee	60% of building permit fees
Demolition Permit	\$150
Small Asphalt Excavation Permit (less than 360 sq. ft.)	\$3 per sq. ft. excavated and \$500 bond. Bond returned after asphalt is replaced and inspected.
Large Asphalt Excavation Permit (greater than 360 sq. ft.)	\$0.55 per sq. ft. and \$4.20 per sq. ft. bond. Upon positive inspection, bond returned 1 yr. after permit holder replaces asphalt.

New Street Excavation Permit (less than 2 years since last treatment) – in addition to other fees and applies only to large excavation permits	\$0.22 per sq. ft.
Curb, Gutter, or Sidewalk Excavation Permit	\$20.00 per ft. bond. Bond returned after concrete is replaced and inspected.
CONNECTION FEES	
Water Connection Fees:	
Meter installation/water connection (residential)	\$350 - 3/4 inch \$450 - 1 inch
Meter installation/water connection (commercial)	\$450 - 1 inch \$500 - 1.5 inch \$700 - 2 inches Cost+\$100 (2+inches)
Secondary water hook-up fee (3/4 inch)	Paid to D&W Canal Company
Secondary water hook-up fee (1 inch)	Paid to D&W Canal Company
City stock of culinary water	\$3,800/acre foot.
Fire Hydrant Connection Fees:	
Fire Hydrant Meter Set-up Fee	\$50 + water usage fee
Short Term Meter Rental (3 days or less)	\$10 + water usage fee
Long Term Meter Rental (4 days or more)	\$40 per month + water usage fee
Water Usage Fee	\$1.60 per 1,000 gallons greater than 10,000 gal.
Sewer Connection Fees:	
North Davis Sewer subdivision connection review fee	\$250
North Davis Sewer subdivision construction inspection fee	\$375
North Davis Sewer service connection review fee	\$125
North Davis Sewer service connection construction inspection fee	\$240
UTILITIES	
Garbage Can – New & Replacement (new can fee is charged with Building Permit)	\$85
Garbage can (monthly - 1 st can)	\$11.50
Garbage (monthly – additional can)	\$9.00 \$10.00

Green Waste can (monthly)	\$6.00
Green Waste (monthly – additional can)	\$6.00
Green Waste Can – New & Replacement (new can fee is charged with Building Permit)	\$85
Green Waste Service Cancellation Fee	\$12.00
General Curbside Recycling Replacement can	\$85
General Curbside Recycling can (monthly)	\$4.75
General Recycling (monthly-additional can)	\$4.75
Secondary water (monthly 3/4 inch) Up to one-third acre	\$21.58
Secondary water (monthly 3/4 inch) Greater than one-third acre	\$23.58
Secondary water (monthly 1 inch) Greater than one-half acre	\$27.50
Secondary water (monthly 1 inch) Greater than three-quarters acre	\$30.05
Secondary Water (monthly) Greater than one acre	Determined by D&W Counties Canal Co.
Sewer (residential monthly)	\$22.20 <u>\$25.20</u>
Sewer (commercial monthly base)	\$22.20 <u>\$25.20</u>
10,000 gallons +	\$1.65 <u>\$1.95</u> /1,000 gallons
Sewer (multi-family)	\$22.20 <u>\$25.20</u> per unit
Water (monthly base: 6,000 gallons)	\$23.75
6,001 – 10,000 gallons	\$1.40/1,000 gallons
10,000 gallons +	\$1.65/1,000 gallons
Storm System Maintenance and Construction Fee (Monthly Residential)	\$4.00
Storm System Maintenance and Construction Fee (Commercial)	Determined by residential equivalent (2,500 sq. ft.) of impervious area.
Utility deposit	\$60 utility deposit, refundable upon moving.
Meter tampering penalty	\$50 first occurrence, \$100 per occurrence thereafter
Utility Billing Shut-off Fee	\$25 first occurrence, \$45 per occurrence within 12 months of previous occurrence
Utility Billing Late Fee	\$15
Returned check fee	\$20

Schedule A

West Point City Commercial Impact Fees (Other jurisdictional impact fees may be additional)

Water Impact Fees

Basis: Connection Size (per connection)

Connection (inch)	Impact Fee
3/4" (13 gpm or less)	\$487
3/4" (13 to 25 gpm)	\$937
1" (40 gpm)	\$1,500
1 1/2" (50 gpm)	\$1,874
2" (100 gpm)	\$3,749
3" (350 gpm)	\$13,121

**WEST POINT CITY, UTAH
TAX INCREMENT AND SALES TAX REVENUE BONDS**

**AUTHORIZING RESOLUTION
JUNE 7, 2016**

RESOLUTION NO. 06-07-2016A

A RESOLUTION AUTHORIZING THE MAXIMUM AMOUNT OF \$1,250,000 TAX INCREMENT AND SALES TAX REVENUE BONDS OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT, UTAH, TO FINANCE CERTAIN IMPROVEMENTS RELATED TO THE 300 NORTH COMMUNITY DEVELOPMENT PROJECT AREA; PURSUANT TO A MASTER RESOLUTION OR INDENTURE TO BE APPROVED BY A PRICING COMMITTEE; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of West Point City, Utah (the “City”) desires the Community Development and Renewal Agency of West Point, Utah (the “Issuer”) to: (i) finance facilities and improvements, including improvements related to the 300 North Community Development Project Area, off-site improvements on 300 North including curb, gutter and sidewalk, and off-site sewer reimbursement, importation and placement of compact fill and related improvements, to promote economic and community development within the Project Area, and related improvements (the “Project”), and (ii) to pay the costs associated with that financing, pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Acts”); and

WHEREAS, on May 3, 2016, the City and Issuer each adopted their respective parameters resolutions setting forth the maximum aggregate principal amount, interest rate, maturity, and discount for bonds related to the Project; and

WHEREAS, in order to accomplish those purposes the City desires to authorize the Issuer to issue its Tax Increment and Sales Tax Revenue Bonds in the aggregate principal amount of not to exceed \$1,250,000 (the “Bonds”) pursuant to this Resolution, and a Master Resolution(s) or Indenture (the “Master Resolution”) attached as Exhibit B; and

WHEREAS, the Acts provide and the Issuer, by resolution, delegated to one or more officers of Issuer the authority to: (i) in accordance with and within the parameters set forth in the May 3, 2016 parameters resolution, approve the final interest rate or rates, price, principal amount, maturity or maturities, redemption features, and other terms of the Bond(s); and (ii) approve and execute all documents relating to the issuance of the Bond(s).

WHEREAS, the Bonds shall be payable solely from the Tax Increment and Sales Tax Revenues and other moneys pledged therefor in the Master Resolution(s), and shall not

constitute or give rise to a general obligation or liability of the Issuer or the City or constitute a charge against the City's general credit or taxing powers; and

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Point City, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the City directed toward the issuance and sale of the Bonds, in one or more series, and related agreements are hereby ratified, approved and confirmed.

Section 3. The Master Resolution of the Issuer attached hereto as Exhibit B is authorized and approved, with such changes thereto as shall be approved by the Issuer's Pricing Committee, as authorized by Section 11-14-302 of the Bonding Act, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in May 3, 2016 parameters resolution of \$1,250,000 aggregate principal amount of its Bonds, in one or more series, to bear interest at the 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 ninety-seven percent (97%) of the total principal amount thereof.

Section 4. The City hereby authorizes and approves the Interlocal Agreement between the City and the Issuer in substantially the form attached hereto as Exhibit C. The Issuer anticipates that the Tax Increment Revenues from the Project over the term of the applicable series of Bonds will be sufficient to pay the principal of and interest on said Bonds. But in the event that there is a shortfall in such Tax Increment Revenues, the City agrees, through the Interlocal Agreement with the Issuer pursuant to Sections 17C-1-207 and 17C-1-409 of the Limited Purpose Local Government Entities – Community Reinvestment Act to pledge and lend to the Issuer local sales and use tax revenues received by the City pursuant to Title 59, Chapter 12, Part 2 (the "Sales Tax Revenues"), to the extent necessary to make up any shortfall, if any, and to pay any obligation of the Issuer under the Master Resolution which authorizes the issuance of said Bonds, including without limitation, the obligation to replenish any debt service reserve fund established thereunder, which pledge is on a parity with payment by the City of any sales tax revenue obligations the City has issued or may issue in the future on a parity thereto.

Section 5. For the purposes set forth in the Master Resolution the City authorizes the Issuer to approve the issuance of the Bonds, in one or more series, which shall be designated "West Point City, Davis County, Utah Tax Increment and Sales Tax Revenue Bonds", 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 of the Issuer.

Section 6. The Bonds shall be sold to the Purchaser(s) 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 May 3, 2016 parameters resolution of \$1,250,000 aggregate principal amount of its Bonds, in one or more series, to bear interest at the 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 ninety-seven percent (97%) of the total principal amount thereof.

Section 7. 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 the City, 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 City or its taxing powers.

Section 8. 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.

Section 9. The Mayor and City Recorder and other appropriate officials of the City are authorized and directed to execute, seal and deliver for and on behalf of the City 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

Section 10. All resolutions, orders and regulations or parts previously adopted or passed which are in conflict with this Resolution are, to the extent of such conflict, repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 11. The City Recorder is directed to complete the attached Record of Proceedings.

Section 12. This Resolution shall take effect immediately upon its approval and adoption. This Resolution is deemed and shall constitute the legislative action of the City Council with respect to the approval of the Bonds and Interlocal Agreement, and no further legislative action is anticipated at this time. The approval and execution of the Master Resolution by the Pricing Committee of the Issuer, as authorized and delegated herein, is deemed and shall constitute an administrative action.

PASSED, APPROVED AND ADOPTED this June 7, 2016.

Mayor

ATTEST:

City Recorder

(S E A L)

EXHIBIT A
RECORD OF PROCEEDINGS

The City Council (the “City Council”) of West Point City, Davis County, Utah (the “Issuer”), met in a public meeting at the City Council’s regular meeting place at 3200 W. 300 North, in West Point, Utah, on June 7, 2016, at 7:00 p.m., or as soon thereafter as feasible (the “Meeting”). Present at the Meeting were the following members of the City Council:

Present:

Erik Craythorne	Mayor
Jerry Chatterton	Councilmember
Andy Dawson	Councilmember
Kent Henderson	Councilmember
Gary Petersen	Councilmember
Jeff Turner	Councilmember

Also Present:

Kyle Laws	City Manager
Casey Arnold	City Recorder

Absent:

which constituted all members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing Resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those Voting Aye:

Those Voting Nay:

Those Abstaining:

Other business not pertinent to the foregoing ordinance appears in the minutes of the Meeting. Upon the conclusion of all the business on the agenda and upon motion duly made and seconded, the Meeting was adjourned.

CERTIFICATE OF CITY RECORDER

I, Casey Arnold, the undersigned and duly qualified and acting City Recorder of the Issuer do hereby certify:

The attached Resolution is a true, accurate and complete copy thereof adopted by the City Council of the Issuer at a lawful public meeting duly held and conducted by the City Council in West Point, Utah, on June 7, 2016, commencing at the hour of 7:00 p.m., or as soon thereafter as feasible (the "Meeting"), as recorded in the regular official book of the proceedings of the Issuer kept in my office. The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. Attached hereto is an affidavit of publication of the foregoing Resolution or a summary thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer, this June 7, 2016.

City Recorder

(S E A L)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Casey Arnold, the undersigned City Recorder of the Issuer do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the June 7, 2016, public meeting held by the Issuer as follows:

(i) By causing a notice, in the form attached hereto as Schedule 1 (the "Meeting Notice"), to be posted at the Issuer's principal offices at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(ii) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the meeting; and

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 7, 2016.

City Recorder

(S E A L)

(Attach Schedule 1: Agenda of Meeting and proof of posting on Public Notice Website)

EXHIBIT B

Form CDRA Resolution and Master Resolution (*See* Transcript No. __)

EXHIBIT C

Form of Interlocal Agreement (*See* Transcript No. __)

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT,
UTAH
TAX INCREMENT AND SALES TAX REVENUE BONDS**

**AUTHORIZING RESOLUTION
JUNE 7, 2016**

RESOLUTION NO. R06-07-2016A

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT, UTAH, AUTHORIZING THE ISSUANCE AND SALE IN THE MAXIMUM AMOUNT OF ITS \$1,250,000 TAX INCREMENT AND SALES TAX REVENUE BONDS TO FINANCE CERTAIN IMPROVEMENTS RELATED TO THE 300 NORTH COMMUNITY DEVELOPMENT PROJECT AREA; PURSUANT TO A MASTER RESOLUTION OR INDENTURE TO BE APPROVED BY A PRICING COMMITTEE; AUTHORIZING AN INTERLOCAL AGREEMENT WITH WEST POINT CITY; AND RELATED MATTERS.

WHEREAS, West Point City, Utah (the “City”), has previously authorized and directed the creation of the Community Development and Renewal Agency of West Point, Utah (the “Issuer”), pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the City Council of the City (the “City Council”) contained in the Creating Resolution, the Issuer has been duly and regularly created, established and is organized and existing under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Community Development and Renewal Agency Act, Title 17C, Chapter 2, Utah Code Annotated 1953, as amended (the “CDRA Act”), with full powers to enter into interlocal agreements pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act” and collectively with the CDRA Act, the “Acts”); and

WHEREAS, the City and Issuer desire to issue the Issuer’s Tax Increment and Sales Tax Revenue Bonds (the “Bonds”) in the maximum amount of \$1,250,000 to: (i) finance facilities and improvements, including improvements related to the 300 North Community Development Project Area, off-site improvements on 300 North including curb, gutter and sidewalk, and off-site sewer reimbursement, importation and placement of compact fill and related improvements, to promote economic and community development within the Project Areas, and related improvements (the “Project”), (ii) fund a debt service reserve fund, if required, and (iii) pay the costs associated with the issuance of the Bonds.

WHEREAS, the Issuer anticipates that the Tax Increment Revenues (as defined in the Master Resolution) will be sufficient to make the debt service payments on the Bonds, but a lower interest rate may be obtained if additional collateral is pledged for payment on the Bonds; and

WHEREAS the Issuer and City desire to enter into an Interlocal Agreement of even date herewith (the “Interlocal Agreement”), whereby the City agrees that in the event there are insufficient Tax Increment Revenues to make debt service payments on the Bonds, to provide Sales Tax Revenues (as defined in the Interlocal Agreement) to the Issuer as additional funds to make debt service payments on the Bonds; and

WHEREAS, the Issuer proposes to finance, in part, the costs of acquiring and constructing the Project, by issuing its Tax Increment and Sales Tax Revenue Bonds, Series 2016 in the maximum amount of \$1,250,000 (the “Series 2016 Bonds”) pursuant to a Master Resolution or Indenture (the “Master Resolution”) to be adopted by the Pricing Committee appointed in the May 3, 2016 resolution of the Issuer; and

WHEREAS, the Series 2016 Bonds shall be payable solely from the Tax Increment Revenues and Sales Tax Revenues and amounts pledged in the Master Resolution and shall not constitute or give rise to a general obligation or liability of the City or of the Issuer or constitute a charge against the City’s general credit or taxing powers; and

WHEREAS, the City Council, by their Resolution dated June 7, 2016 (the “City Resolution”), have authorized, approved and directed the execution of the Interlocal Agreement by the City and the Master Resolution by the Issuer and has authorized the issuance of the Series 2016 Bonds and the financing of the acquisition and construction of the Project by the Issuer, and certain other acts to be taken by the Issuer in connection therewith;

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution, the Parameters Resolution, the City Resolution or the Creating Resolution) by the Governing Board and by the officers of the Issuer directed toward the issuance of the Series 2016 Bonds and the financing of the acquisition and construction of the Project are hereby ratified, approved and confirmed.

Section 2. The Governing Board hereby authorizes, approves and directs the financing of the acquisition and construction of the Project by the Issuer with all or substantially all of the proceeds of the Series 2016 Bonds in accordance with the provisions of the Master Resolution.

Section 3. The Interlocal Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit A is in all respects authorized, approved and confirmed. The Chair of the Issuer is hereby authorized to approve the final terms of the Interlocal Agreement and to execute and deliver the same in the forms and with substantially the same content as set forth in Exhibit A, for and on behalf of the Issuer. The Issuer anticipates that the Tax Increment Revenues from the Project over the term of the applicable series of Bonds will be sufficient to pay the principal of and interest on said Bonds. But in the event that there is a shortfall in such Tax Increment Revenues, the City agrees, through the Interlocal Agreement with the Issuer pursuant to Sections 17C-1-207 and 17C-1-409 of the CDRA Act to pledge and lend to the Issuer local sales and use tax revenues received by the

City pursuant to Title 59, Chapter 12, Part 2 (the “Sales Tax Revenues”), to the extent necessary to make up any shortfall, if any, and to pay any obligation of the Issuer under the Master Resolution which authorizes the issuance of said Bonds, including without limitation, the obligation to replenish any debt service reserve fund established thereunder, which pledge is on a parity with payment by the City of any sales tax revenue obligations the City has issued or may issue in the future on a parity thereto.

Section 4. The Master Resolution in substantially the form presented to this meeting and attached hereto as Exhibit B is in all respects authorized, approved and confirmed as may be modified by the Pricing Committee. The Chair of the Issuer is hereby authorized to approve the final terms of the Master Resolution and to execute and deliver the same in the forms and with substantially the same content as set forth in Exhibit B, for and on behalf of the Issuer.

Section 5. The Bonds shall be sold to the Purchaser(s) 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 May 3, 2016 parameters resolution of \$1,250,000 aggregate principal amount of its Bonds, in one or more series, to bear interest at the 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 ninety-seven percent (97%) of the total principal amount thereof.

Section 6. For the purpose of providing funds to finance a portion of the construction of the Project as more fully described in the Master Resolution, and to pay the costs of issuing the Series 2016 Bonds and for such other purposes as may be authorized under the Master Resolution, the Issuer shall issue the Series 2016 Bonds designated the “Community Development and Renewal Agency of West Point, Utah, Tax Increment and Sales Tax Revenue Bonds, Series 2016” to be issued in the maximum aggregate principal amount of \$1,250,000, with such terms and conditions as will be approved and finalized by the Pricing Committee.

Section 7. The Issuer hereby authorizes the issuance of the Series 2016 Bonds in the total maximum aggregate principal amount of \$1,250,000. The Series 2016 Bonds shall be dated as of their respective delivery dates and, as provided in the Master Resolution, the Series 2016 Bonds shall bear interest at the rate or rates to be agreed upon by the Pricing Committee, but not to exceed 5.0% per annum. Principal on the Series 2016 Bonds shall be payable in installments in accordance with the Master Resolution.

The form, terms and provisions of the Series 2016 Bonds and the provisions for the signatures, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution in the form to be executed by the Pricing Committee of the Issuer. The Series 2016 Bonds shall mature prior to the expiration of the estimated useful life of the Project financed by such series. The Chair of the Governing Board of the Issuer is hereby authorized to execute the Series 2016 Bonds. The Secretary of the Governing Board of the Issuer is hereby authorized to attest to the signature of the Chair of the Issuer’s Governing Board, place the seal of the Issuer on the Series 2016 Bonds, and deliver the Series

2016 Bonds as provided in the Master Resolution. The signatures of the Chair and of the Secretary of the Governing Board of the Issuer may be by facsimile or manual execution.

Section 8. The appropriate officers of the Issuer are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions and are authorized to take all action necessary in conformity with the Acts and the Articles to finance the Project, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2016 Bonds.

Section 9. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the exhibits.

Section 10. The Secretary of the Issuer is hereby authorized to attest to all signatures and acts of any proper official of the Issuer, and to place the seal of the Issuer on the Interlocal Agreement and the Master Resolution, the Series 2016 Bonds, and any other documents authorized, necessary or proper pursuant to this Resolution or any resolution of the City or the Issuer. The appropriate officials of the Issuer, and each of them, are hereby authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and any other applicable resolution of the Issuer.

Section 11. In consideration of the purchase of the Series 2016 Bonds by the holder(s) thereof from time to time, and the obligations and undertakings of the City under the Interlocal Agreement, and in accordance with the provisions of the Acts, the Issuer does hereby pledge to and agree with the holders of the Series 2016 Bonds and the City that the Issuer, to the extent of its powers under the Constitution and laws of the state of Utah, including the Acts, will not alter, impair or limit the rights vested in the holders of the Series 2016 Bonds, or the City until the Series 2016 Bonds are deemed to have been discharged in accordance with the terms and provisions of the Master Resolution.

Section 12. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Interlocal Agreement, the Series 2016 Bonds, and the Master Resolution. No provision of this Resolution or of the Interlocal Agreement, the Master Resolution, the Series 2016 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, the Issuer or the State of Utah or as incurring or creating a charge upon the general credit or the taxing powers of the City, the State of Utah or the Issuer. As specified by the City in the City Resolution, the City shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost of making any payment with respect to the Series 2016 Bonds, except in connection with the payment of Sale Tax Revenues (as defined in the Interlocal Agreement).

Section 13. After any of the Series 2016 Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the

Series 2016 Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Master Resolution.

Section 14. All bylaws, orders and resolutions of the Issuer or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 18. The Secretary of the Issuer is hereby directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Resolution was considered for adoption.

Section 19. This Resolution shall become effective immediately upon adoption by the Governing Board of the Issuer. This Resolution is deemed and shall constitute the legislative action of the Issuer with respect to the approval of the Bonds and Interlocal Agreement, and no further legislative action is anticipated at this time. The approval and execution of the Master Resolution by the Pricing Committee of the Issuer, as authorized and delegated herein, is deemed and shall constitute an administrative action.

ADOPTED AND APPROVED BY THE GOVERNING BOARD OF THE
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT, UTAH,
THIS JUNE 7, 2016.

Chair

ATTEST:

Secretary

(CRDA S E A L)

RECORD OF PROCEEDINGS

The Governing Board (the “Governing Board”) of the Community Development and Renewal Agency of West Point, Utah (the “Issuer”), met in a public meeting at the Governing Board’s regular meeting place at 3200 W. 300 North, in West Point, Utah, on June 7, 2016, at 7:00 p.m., or as soon thereafter as feasible (the “Meeting”). Present at the Meeting were the following members of the City Governing Board:

Present:

Erik Craythorne	Chair
Jerry Chatterton	Governing Boardmember
Andy Dawson	Governing Boardmember
Kent Henderson	Governing Boardmember
Gary Petersen	Governing Boardmember
Jeff Turner	Governing Boardmember

Also Present:

Kyle Laws	Executive Director
Casey Arnold	Secretary

Absent:

which constituted all members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing Resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Governing Boardmember _____ and seconded by Governing Boardmember _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those Voting Aye:

Those Voting Nay:

Those Abstaining:

Other business not pertinent to the foregoing ordinance appears in the minutes of the Meeting. Upon the conclusion of all the business on the agenda and upon motion duly made and seconded, the Meeting was adjourned.

CERTIFICATE OF SECRETARY

I, Casey Arnold, the undersigned and duly qualified and acting Secretary of the Issuer do hereby certify:

The attached Resolution is a true, accurate and complete copy thereof adopted by the Governing Board of the Issuer at a lawful public meeting duly held and conducted by the Governing Board in West Point, Utah, on June 7, 2016, commencing at the hour of 7:00 p.m., or as soon thereafter as feasible (the "Meeting"), as recorded in the regular official book of the proceedings of the Issuer kept in my office. The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. Attached hereto is an affidavit of publication of the foregoing Resolution or a summary thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer, this June 7, 2016.

Secretary

(S E A L of CDRA)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Casey Arnold, the undersigned Secretary of the Issuer do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the June 7, 2016, public meeting held by the Issuer as follows:

(i) By causing a notice, in the form attached hereto as Schedule 1 (the “Meeting Notice”), to be posted at the Issuer’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(ii) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the meeting; and

(d) By causing notice of the Meeting to be personally provided to each and every member of the Governing Board at least 24 hours prior to the convening of the Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 7, 2016.

Secretary

(C D R A S E A L)

(Attach Schedule 1: Agenda of Meeting and proof of posting on Public Notice Website)

EXHIBIT A

INTERLOCAL AGREEMENT

(See Transcript Document No. __)

EXHIBIT B

MASTER RESOLUTION

(See Transcript Document No. __)

City Council Staff Report

Subject: Excavation Permits
Author: Boyd Davis
Department: Community Development
Date: June 7, 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. In addition to a comparison to Syracuse City, this report also includes a comparison to other cities policies.

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, but 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.

Layton City and Clinton City both have similar requirements, although not as stringent as Syracuse.

Layton City Code:

12.16.100. Restoration of asphalt cuts

(1) If a cut is made in an asphalt surface three (3) years old or less, the roadway will be rotomilled for a distance of five feet (5') from the edge of each cut, or to the next designated lane divider, whichever is greater. New asphalt must then be placed for the length and width of the area rotomilled.

(2) For all older road surfaces, new asphalt will be required for the length and width of the cut. Any adjustments may be required by the City Engineer based on the location of any seams when compared to the traveled paths upon the roadway.

Clinton City Code:

11. EXCAVATIONS IN AREAS WITH NEW ASPHALT

For any asphalt surface three years old or less, new asphalt must be provided for the length of the cut and width of all lanes affected by the construction or other activity. For any asphalt surface where 30% or more of the width of any lane is affected by the construction or other activity, new asphalt shall be provided for the length of the cut and the width of all lanes affected. For all other asphalt surfaces, new asphalt shall be provided for the length and width of the affected area as required in chapter 21.11.3. The public facilities inspector may require that the surface of the street receiving new asphalt be roto-milled prior to resurfacing. For the purpose of this section a lane is determined to extend from edge of asphalt or curb to the center of the right of way.

Summary Table

	Moratorium	New Road	Patch width	Additional Trench length
West Point	No	2 years	Trench	0'
Syracuse	Yes	8 years	Lane	15'
Clinton	No	3 years	Lane	0'
Layton	No	3 years	Lane	5'

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

None

City Council Staff Report

Subject: 520 North Speed Humps
Author: Boyd Davis
Department: Community Development
Date: June 7, 2016



Background

The new road connection at 520 N 3650 W is designed with speed humps to slow traffic. Before construction of the speed humps Staff would like to discuss the options with the Council.

Analysis

Included in this report are pictures of several types of speed bumps or speed humps. Speed bumps are narrow and generally constructed of asphalt, whereas speed humps are much wider and constructed of concrete. Each serves a different purpose. Speed bumps are normally in parking lots or very low speed roads. Speed bumps require a car to go 5 to 10 mph depending on the size of the speed bump. Speed humps allow traffic to go 20 to 25 mph.



Figure 1: Asphalt Speed Bump. 20 mph.



Figure 2: Concrete Speed Hump with Cross-Walk.



Figure 3: Concrete Speed Hump. 25 mph.

Recommendation

Staff is seeking direction from the City Council regarding the type of speed bumps/humps that are desired.

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Derby Acres Road Connection
Author: Boyd Davis
Department: Community Development
Date: June 7, 2016

Background

Staff received a request from Clinton City that we write a letter confirming the City's decision to not allow the road connection from Clinton City into West Point City at the Derby Acres Subdivision. Before sending such a letter, Staff would like direction from the City Council.

Analysis

The developer, Chris Loock, has determined not to pursue the road connection and has redesigned his subdivision in Clinton to have a cul-de-sac rather than a road connection. Clinton City is reluctant to grant approval of the cul-de-sac without confirmation from West Point City that the road connection is not wanted.

Staff understands there is no desire from the residents of Derby Acres to ever have the road connect, but from a planning perspective, there could be some advantages to having the road connected someday. If the cul-de-sac is permitted the opportunity to connect the roads will be lost permanently.

Recommendation

Staff is seeking direction from the City Council regarding the road connection

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Wise Country Meadows Amended Plat
Author: Boyd Davis
Department: Community Development
Date: June 7, 2016



Background

Castle Creek homes recently discovered that two homes in the Wise Country Meadows Phase 2 Subdivision were built in the wrong locations and crossed over two lot lines. Somehow the builder lined up off of the wrong property corner. They are planning to amend the plat to fix the error and to hopefully keep the same number of lots.

Analysis

The developer is proposing that lots 33, 34, & 35 be adjusted. They have submitted two proposals. The first proposal will result in one lot that is non-conforming. Lot 34 will have a 75' frontage and 8,600 sq. ft. of area. The code requires 85' of frontage and 9,000 sq. ft. of area. The developer claims that the lot will still accommodate the size of house required by code. below is a picture of the home on lot 1, which will also fit on the proposed lot 34.



Figure 1: Existing Home on Lot 1

The second proposal is to allow two non-conforming lots, lots 34 & 35. Both lots would meet the minimum of 9,000 sq. ft. of area, but they will both have less than 85' of frontage. Lot 34 would have 77' and lot 35 would have 79'.

The developer is requesting that the Council enter into an agreement allowing one or two non-conforming lots, depending on the proposal that is accepted. If the Council approves the

agreement, the developer must then submit an amended plat that must be approved by the City Council after proper notices have been delivered.

Recommendation

Staff is seeking direction from the Council.

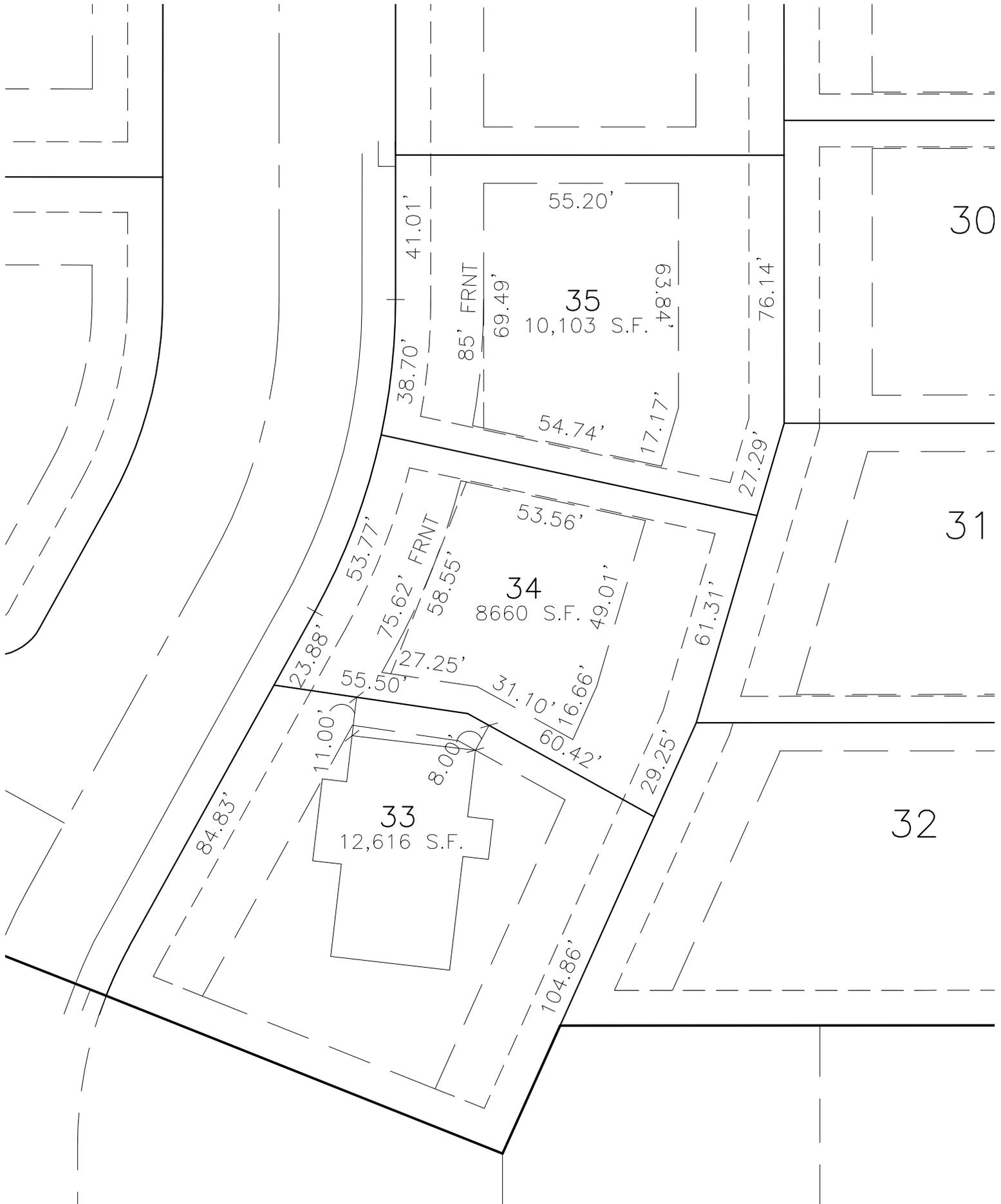
Significant Impacts

None

Attachments

Drawing of adjusted lots

Resolution 06-07-2016



RESOLUTION NO. 06-07-2016C

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
BETWEEN CASTLE CREEK HOMES AND WEST POINT CITY ALLOWING A NON-
CONFORMING LOT IN THE WISE COUNTRY MEADOWS PHASE 2 SUBDIVISION**

WHEREAS, Castle Creek Homes is the developer of the Wise Country Meadows Phase 2 Subdivision, located at 3200 W 550 N; and

WHEREAS, The West Point City Code requires lots to have a minimum of 85 ft. of frontage; and

WHEREAS, due to an error lot(s) _____ will be non-conforming; and

WHEREAS, Castel Creek Homes has petitioned the City Council to allow an exception.

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

1. The Developer's 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 7th day of June, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND CASTLE CREEK HOMES
(Approximately 3200 West 550 North)**

THIS AGREEMENT for the development of land (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 CASTLE CREEK HOMES LLC (hereinafter referred to as “Owners”). City and Owners collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, Castle Creek Homes is the developer of the Wise Country Meadows Phase 2 Subdivision, located at 3200 W 550 N; and

WHEREAS, The West Point City Code requires lots to have a minimum of 85 ft. of frontage; and

WHEREAS, due to an error lot(s) _____ will be non-conforming; and

WHEREAS, Castel Creek Homes has petitioned the City Council to allow an exception.

WHEREAS, City believes that entering into the Agreement with Owners is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

**ARTICLE II
CONDITIONS PRECEDENT**

2.1 Lot arrangement consistent with “Exhibit A” is a condition precedent to Owners’ Undertakings in Article IV.

2.4 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the West Point City Council.

**ARTICLE III
CITY’S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for an amended plat of said subdivision with lot 34 shown as a non-

conforming lot. If the amended plat is not approved, then this agreement shall be null and void. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The proposed lot changes are as reflected on “Exhibit A”.

ARTICLE IV OWNERS’ UNDERTAKINGS

Conditioned upon City’s performance of its undertakings set forth in Article III with regard to the changes of the Subject Plat, and provided Owners has not terminated this Agreement pursuant to Section 7.8, Owner agree to the following:

4.1 **Plat.** The Developer shall submit an amended plat with accompanying application and fee.

4.2 **Building.** Owners agree to build a home on lot(s) _____ that meets all size and building requirements set forth in the West Point City Code.

4.3 **Not Considered Approvals.** Except as otherwise provided, these enumerations are not to be construed as approvals hereof, as any required process must be pursued independent hereof.

4.4 **Amendments.** Owners agree to limit development to the uses provided herein. If other uses are desired, Owners agrees to seek amendment of this Agreement before pursuing approval thereof.

4.5 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and the City’s standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Owners. Owners, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners’ Undertakings and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Owners’ Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owners shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City’s ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owners and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners' Undertakings.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to :

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If the remedy of reversion is pursued, the defaulting Owner(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning from R-3, R-5 and C-C to A-40 and R-2.

6.1.3 If Owners fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owners. In the event of a default by Owners' assignee, Owners may elect, in their discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owners) of the Subject Area.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owners: CASTLE CREEK HOME LLC

1798 W 5150 S Suite 103
Roy, Utah 84067

To City: WEST POINT CITY CORPORATION

3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement

are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner or Owners affected by the amendment.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owners' Undertakings, performance of the Owners' Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owners' request (or the request of Owners' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION:

ERIK CRAYTHORNE ., Mayor

ATTEST:

CASEY ARNOLD, City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Managing Member of Castle Creek Homes, LLC.

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____

EXHIBIT A





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

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

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

Community Development and Renewal Agency Organizational Meeting

Minutes for the Community Development and Renewal Agency of West Point City held at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 on May 17, 2016 at approximately 7:00 pm, with Chairman Erik Craythorne presiding.

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

VISITORS – Erin Davidson, Anna Wolford, Bailey Turner, Bill Phifer, and Rob Ortega

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 stated that the Board’s financial advisor is working on the bonds, and the agreement will be up for action at the next meeting that allows the City to pledge sales tax for the bonds.
4. **Consideration of Adoption of Minutes from the May 3, 2016 CDRA Meeting** – Mr. Kyle Laws

Mr. Dawson motioned to adopt the minutes from the May 3, 2016 CDRA Meeting.
Mr. Chatterton seconded the motion.
The Board unanimously agreed.
5. **Consideration of R-05-17-2016A, the Adoption of the FY2017 Tentative Budget for the CDRA of West Point City** – Mr. Evan Nelson

Mr. Nelson stated that the budget proposed for the FY2017 for the CDRA is \$20,000 in revenues from inter-fund loans, and then \$20,000 in expenditures. Not much is anticipated in expenditures in FY2017, and more revenue and expenditure activity will be seen in FY2018.

Mr. Petersen motioned to approve Resolution No. R05-17-2016A
Mr. Henderson seconded the motion.
The Board unanimously agreed.
6. **Motion to Adjourn**

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

Approved this 7th day of June, 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
May 17, 2016**

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

Administrative Session
5:30 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on May 17th, 2016 at 5:30 pm with Mayor Craythorne presiding.

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

EXCUSED: None

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

VISITORS: Rob Ortega, Mike Schultz, Rawlee Wilson, David Brough, Wendy Brough, and Matthew Leavitt

1. Discussion of Animal Control Agreement with Davis County Animal Control - Mr. Kyle Laws

Mr. Laws stated that last May, 2015, the City received a letter from Davis County Animal Control explaining that they would like to reevaluate the current contract for animal control, and wanted the cities to pay more for the services, with a plan for a 50/50 split and then increasing to a 90/10 split of the costs. The current cost split is 37% cities and 63% County. As a collective, the cities resisted this proposal and have been working with the County for a solution to the contract that is agreeable for all. Multiple meetings were held, and the final agreement resulted in a 50/50 cost share with no plan to change, as well as a 50/50 share in Capital Projects (with each cities portion based on the previous year's usage and calls), and the County will be obligated to cover the shortfall between amounts expended and all actual revenues. The contract is a 5-year term, ending December 31, 2020. A Budget Advisory Committee was also created, consisting of two representatives designated by the County, and two City Managers recommended from the combined cities. While it is the County's program and they will have final say, the cities would like to have some input on the budget, and this committee will facilitate that. Mr. Laws stated that the cities did argue that residents are already paying property taxes towards this service, and this helped the County agree to a 50/50 split rather than the 90/10.

West Point's share of the costs as outlined in the new Agreement is \$26,257.46 for general animal control services, \$1,673.85 for wild animal calls and services, and \$2,141.22 for capital projects fund regarding the Shelter, for a total cost of \$30,072.43. The budget for FY2017 is \$34,000 in anticipation of these increases. Council Member Henderson suggested putting an item in the newsletter letting residents know that each call to Davis County Animal Control costs the City money, and to take that into consideration before calling.

Staff recommends approval of the Interlocal Cooperation Agreement with Davis County for Animal Care & Control services.

2. Discussion of Solid Waste Services (Garbage, Recycling, Green Waste) – Mr. Evan Nelson

Mr. Nelson stated that the Weber County Transfer Station began charging a tipping fee of \$20 per ton at the end of March, 2016, due to a decreased market in which to resale the recyclable materials, which revenue no longer covers the cost of accepting the recyclable materials. The Council had previously directed Staff to analyze the effects of this

increase and the possible need for an increase in rates. The operations of the Waste Fund are supported by the rates charged for the services provided, and the margins are shown in the table below:

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

The greenwaste margin was calculated including the \$20 tipping fee, and the margins cover the administrative costs of the service.

As a whole, the Waste Fund is still healthy, but as any additional revenues are put towards future capital projects, covering this additional fee would limit the City’s ability to invest in future projects. Council Member Petersen suggested either increasing just the recycling charge by the additional \$.29 per month, or spreading it out across all waste services, rather than covering the cost. Council Member Dawson suggested adding the cost to the second black can, to encourage people to use the recycling and/or greenwaste can instead. Based on the estimated number of second black cans, this would require increasing the rate of the second can by roughly \$.60. Staff and Council agreed on increasing the rate of the second black can, and Staff was instructed to analyze what that increase should be to cover the additional tipping charge, as well as be an incentive to enroll in the greenwaste and recycling programs. Mr. Laws stated that the fee schedule will be discussed at the next City Council meeting, and that will be an opportune time to implement an increase.

3. Discussion of Upcoming Subdivisions – Mr. Boyd Davis

Mr. Davis stated that in regards to Wise Country Meadows Phases 2 and 3, Castle Creek Homes recently discovered that two homes were built in the wrong locations and crossed over two lot lines. This is a very recent discovery, and Castle Creek has approached Staff and asked what their options are. The plat would have to be amended, which would affect lots 33, 34 and 35. Lot 34 is the correct size, but it does not have the proper 85 feet of proper frontage; it is roughly only 77 feet of frontage. Castle Creek has asked for a variance, but Mr. Davis stated that it cannot be issued if the hardship was created by the applicant. Therefore, the variance cannot be granted. According to the State Property Rights Ombudsman, the Council could change the Code, which Staff does not recommend, or the City could enter into an agreement specific to this particular lot. The third option would be to not take any action, and the developer would lose one lot. Lots 34 and 35 are currently vacant, and Lot 34 is currently under contract. The Mayor stated that there are basically three options available to the Council: change the Code, agree to a developer’s agreement to this particular lot, or do nothing and have the developer lose a lot. This is for discussion purposes only at this point, as the issue was only recently discovered, and the Council asked for more information before making a decision.

The West Edge Subdivision (Duane Singleton) located at 1300 N 5000 W includes four lots on the west side of 5000 W, and has been granted final approval by the Planning Commission. The remainder of the property will be sold to Lynn Kirkman. Staff recommends postponing the curb, gutter and sidewalk, because the location of the existing street does not accommodate the improvements, and it would be better to install them at a future date as there is no curb and gutter within a mile of this project.

The Bennett Century Farms and Craythorne Homestead are currently in process, and will be discussed in detail at a later date when there is more information available.

4. Discussion of Interlocal Agreement Regarding the Pollution Prevention Program – Mr. Boyd Davis

Mr. Davis stated that West Point City has been part of the Davis County Storm Water Coalition since 2003 to work with other cities in fulfilling the requirements of the National Pollutant Discharge Elimination System (NPDES), to educate the public on eliminating sources of pollution found in storm water runoff. The City pays about \$1,850 to be part of

this group. The Coalition Agreement has expired and needs to be reapproved. The City Attorney has reviewed the Agreement and his comments have been addressed. Staff recommends the Council approve the Davis County Storm Water Coalition Interlocal Agreement in tonight's General Session.

5. Discussion of FY2017 Tentative Budget – Mr. Evan Nelson

Mr. Nelson stated that approval of the FY2017 Tentative Budget is on the Agenda for the General Session. In addition to regular, recurring items such as Street Maintenance, Sidewalk Maintenance, Salt and Street Materials, etc., there are budget lines for the Sewer Master Plan/Impact Fee Analysis as well as the Water Master Plan/Impact Fee Analysis specific to FY2017. The 2000 West Water Line and Sewer Line is also budgeted at \$864,000. Some money was also left over from the SR193 Landscaping Project, which can be used for additional landscaping improvements. One new Public Works vehicle is also budgeted at \$45,747, in accordance with the City's Fleet Replacement Schedule, as well as \$60,000 for a new Jacobsen lawn mower.

A 5 Year CIP project has also been set up to put money aside for future planned or unanticipated capital projects at \$50,000. \$135,000 per year is also allocated to Park Improvements to fund improvements to new and existing parks.

The full budget matrix is available for review in the accompanying Staff Report. Before the final budget approval in June, more discussions with the Council will be held.

6. Discussion of FY2017 Tentative Budget for the CDRA of West Point City – Mr. Evan Nelson

Mr. Nelson stated that revenue for the CDRA budget for FY2017 is not anticipated until March of 2018, so not much activity is expected in FY2017. The budget does include a \$20,000 loan from the City to pay for possible administrative costs if any are incurred. Once the tax increment begins to provide revenue, the CDRA will begin making debt service payment according to the debt agreement.

Mr. Laws added that in regards to property tax rates, Staff expects that they will increase again, and asked for Council's direction on whether the City should continue its practice of going through Truth in Taxation and waiting to approve the final budget in August, as the City has not consistently implemented the rate.

Mr. Laws also thanked Mr. Evan for his work on the budget, as well as for all the work he has done as a member of Staff. Mr. Nelson will be leaving for a position with North Ogden City. The Council thanked him and wished him well.

7. Discussion of 520 N Protection Strip

Mayor Craythorne stated that Mr. Matt Leavitt has requested to speak with Council regarding the 520 N protection strip that he owns, as well as address the storm drain and retention pond issues.

Mr. Leavitt explained to the Council the background of the issues, using a map of the area to explain the details. Mr. Leavitt stated that he always had the understanding and expectation that he would be able to connect on to the storm drain from his retention pond, according to the Storm Drain Master Plan. However, the Master Plan was changed and the storm drain is no longer a part of the plan for that area. His agreement with the School District stated that they would participate in the costs to install the storm drain, but the agreement did not detail what percentage of the cost they would contribute. Mr. Leavitt stated that he has only expected that the City to share in a proportional part of the cost, and appealed to the Council to put themselves in his shoes and see things as he does.

Mayor Craythorne stated that Mr. Leavitt had a contractor estimate the costs at about \$39,000. The School District has indicated that they would share 1/3 of that cost, to be able to get rid of the pump they currently use to pump their storm water, as they would be able to install collection boxes that connect to the pipe to actually get it to the retention pond. Mr. Leavitt would like the City to share the other 1/3 of the cost, and he would cover the remaining 1/3. The Mayor stated that Mr. Leavitt feels like when the City changed its General Plan and moved the storm drain, that it changed the temporary retention pond into a permanent pond that removed a potential building lot. He feels that the City therefore has an obligation to participate in piping the storm drain. Mr. Leavitt stated that he designed the subdivision with the expectation of the storm drain being piped through that area, and believes that the City participating in 1/3 of the cost is a fair and appropriate proportion.

Council Member Petersen stated that Mr. Leavitt based his assumption on the General Plan at that time, which is not a contract or an agreement, to which Mr. Leavitt stated that the approved subdivision plat could be considered a contract. Council Member Petersen went on to state that if the City had an obligation to meet expectations of developers each time they changed a Master Plan, there would be no point in having such a plan. Mayor Craythorne stated that he has tried his best to communicate to Mr. Leavitt the position of the Council, and there is just a difference in philosophies. Council Member Dawson stated that the change in the City's Storm Drain Master Plan actually created an opportunity for financial gain for Mr. Leavitt, because it created a non-deeded buildable lot, which gain is far above the cost of the storm drain. Mr. Leavitt explained that he does not see it that way.

Council Member Petersen inquired as to how the City could come to an agreement with Mr. Leavitt on the 520 N protection strip, as they are two separate issues. Mr. Leavitt stated that he does not believe that they are two separate issues, and that he is leveraging the protection strip for the storm drain. Council Member Chatterton asked what ties the two issues together, to which Mr. Leavitt concluded that the only tie was leverage. Mr. Leavitt believes that he has followed all the rules and obligations in developing this subdivision, even extending the sewer pipe and adding a fence when he did not have to, but did it because it was the right thing to do. He also paid storm drain impact fees, to which there has not been an impact for 15 years. He wants the City to do what he believes is the right thing to do. Mayor Craythorne stated that he believes the Council has tried to be fair in regards to the protection strip, and hopes that Mr. Leavitt would agree.

Mr. Leavitt thanked the Council for their time.

The Administrative Session adjourned.



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
May 17, 2016**

Mayor
Erik Craythorne
Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Andy Dawson
R. Kent Henderson
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 May 17, 2016 at approximately 7:00 pm with Mayor Craythorne presiding.

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

EXCUSED – None

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

VISITORS PRESENT – Erin Davidson, Anna Wolford, Bailey Turner, Bill Phifer, and Rob Ortega

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

Council Member Chatterton – each year, the Davis Mosquito Board goes into elementary schools and gives each student a chrysalis they get to care for as it grows into a butterfly. They also teach the students and parents about mosquito prevention and this year, they were able to teach 215 classes in 66 schools, reaching 5,948 students. The Board also has 12 nighttime sprayers that are out spraying each night, as well as 26 field personnel that are out each day. The Mosquito Abatement District also is selling some of its used ATV's to the public, if anyone is interested.

Council Member Dawson – The North Davis Sewer District is holding an Open House on June 17th from 10 AM to 2 PM. He invited the Council and Staff to attend and tour the new sewer facilities.

Council Member Petersen – no comment

Council Member Turner – no comment

Council Member Henderson – no comment

Mayor Craythorne – Smith's Grand Opening will be on June 8th, with the ribbon cutting at 7:45 AM. Fox News will be attending as well as interviewing the Mayor earlier that morning. There will be plenty of family friendly activities for residents to enjoy.

5. **Communications from Staff**

Mr. Laws stated that the Take Pride in West Point Day was a success. Mayor Craythorne asked for any comments or suggestions on how to get more residents to participate in the event.

6. Citizen Comment Follow-Up

Mr. Laws stated that in regards to a comment from Mr. Doug Zaugg regarding items left behind from the construction on 3000 W, those pipes and left over materials have been removed. Mr. Zaugg was also concerned about the bright light from the street light next to his house, to which Mr. Laws stated that shielding on that street light was installed earlier that day.

7. Citizen Comment

None

8. Consideration of Approval of Minutes from the May 3, 2016 City Council Meeting

Council Member Petersen motioned to approve the minutes from the May 3, 2016 City Council Meeting

Council Member Henderson seconded the motion

The Council unanimously agreed

9. Miss West Point Royalty

Bailey Turner, Miss West Point, and Anna Wolford, Jr. Miss West Point, addressed the Council and thanked them for their support of the Miss West Point Pageant. The Royalty participated in this past year's senior dinner, Sub for Santa, Christmas Lighting Ceremony, the Independence Day Celebration, and the groundbreaking ceremony for the new Smith's Marketplace. They also thanked the Council for the scholarship opportunity to Weber State University. The 2016 Pageant will be on June 11th at Syracuse High School, and 16 young ladies are competing in the pageant.

The Mayor thanked them for how well they have represented West Point City and for their work in the community.

Council Member Dawson stated that he discovered that West Point City does not actually provide any scholarship funds, and that it is supplied by Weber State. He suggested that the Council and Staff look into providing some of its own funds for scholarship opportunities.

10. Consideration of Resolution No. 05-17-2016A, the Adoption of the FY2017 Tentative Budget for West Point City and All Related Agencies – Mr. Evan Nelson

Mr. Nelson stated that the budget for FY2017 has been in discussion for the last few months. Each fund has been discussed and is in balance, and the Capital Projects Improvement Plan has also been discussed and funded. Mr. Nelson recommends approval of the FY2017 Tentative Budget.

Council Member Petersen motioned to approve Resolution No. 05-17-2016A

Council Member Turner seconded the motion

The Council unanimously agreed

11. Consideration of Resolution No. 05-17-2016B, Approving the Interlocal Cooperation Agreement with Davis County Animal Control Services – Mr. Kyle Laws

Mayor Craythorne stated that this item has been discussed in detail in the Administrative Session. Mr. Laws summarized that various cities in the County have been involved with the negotiations of the Agreement, and are

all agreeable to this contract. The Agreement will increase the cost share for services from 37% from the cities to a 50/50 split between the cities and the County. The Agreement also includes a 50/50 cost share of capital projects, as well as establishes a budget advisory committee comprising of some city and County representatives.

Council Member Henderson motioned to approve Resolution No. 05-17-2016B

Council Member Dawson seconded the motion

The Council unanimously agreed

12. Consideration of Final Approval of the Amended Plat for the Davis Farms South Lot 7 – Mr. Boyd Davis

Mr. Davis stated that this Amended Plat has been discussed in previous administrative sessions, and recommends approval of the Amended Plat.

Council Member Chatterton motioned to approve the Amended Plat for the Davis South Farms Lot 7

Council Member Henderson seconded the motion

The Council unanimously agreed

13. Consideration of Approval of Resolution No. 05-17-2016C, Release of Easement on Glendale Subdivision Lot 14 –

Mr. Boyd Davis

Mr. Davis stated that an easement is in place for the preferred line for the West Davis Corridor. The applicant is requesting a release of part of the easement on his property so that he can build an accessory building. Council Member Petersen wanted to be careful that in regards to future requests, not too much of the easement be released so as not to make any future buyers of the property unaware of the tentative placement of the West Davis Corridor, which was the original intent of placing the easements on the properties.

Council Member Petersen motioned to approve Resolution No. 05-17-2016C

Council Member Dawson seconded the motion

The Council unanimously agreed

14. Consideration of Approval of the 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit – Mr. Boyd Davis

Mr. Davis stated that West Point City has been part of the coalition between Davis County Cities and Davis County since 2003, and this is a renewal of the agreement that allows the cities to collectively accomplish the requirements of the National Pollutant Discharge Elimination System in regards to storm water runoff. Staff recommends approval of the Agreement.

Council Member Turner motioned to approve the 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit

Council Member Henderson seconded the motion

The Council unanimously agreed

15. Motion to Adjourn into Closed Session

Council Member Chatterton motioned to adjourn into Closed Session pursuant to UCA §52-4-205(1)(d), to discuss the purchase of real property

Council Member Henderson seconded the motion

The Council unanimously agreed

CLOSED SESSION

Immediately following the General Session (Board Room)

1. Call to Order

Mayor Craythorne called the May 17, 2016 Closed Session to Order
Roll Call -

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

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

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

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

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

MAYOR ERIK CRAYTHORNE June 7, 2016
DATE

CASEY ARNOLD, CITY RECORDER June 7, 2016
DATE

City Council Staff Report

Subject: West Edge Subdivision Final Approval
Author: Boyd Davis
Department: Community Development
Date: June 7, 2016

Background

The West Edge Subdivision, formally known as the Singleton Subdivision, is located at 1300 N 5000 W. It consists of four, half acre lots. He intends to build homes for his own family members on these lots. The subdivision was granted final approval by the Planning Commission on May 12 and is now ready to be considered by the City Council for final approval.

Analysis

The biggest issue with this project is postponing the curb, gutter, and sidewalk. Typically, on a project of this size the improvements would be required, however, the location of the existing street does not accommodate the improvements. It would be better to install them at a future date. There is no curb and gutter within a mile of this project.

All other items have been addressed.

Recommendation

Staff recommends final approval of the subdivision and approval of the postponement agreement.

Significant Impacts

None

Attachments

Plat

Resolution 06-07-2016A

RESOLUTION NO. 06-07-2016B

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT
BETWEEN DUANE SINGLETON AND WEST POINT CITY FOR
THE INSTALLATION OF STREET IMPROVEMENTS IN THE WEST EDGE
SUBDIVISION**

WHEREAS, Duane L. Singleton is the developer of the West Edge Subdivision, located at 1300 N 5000 W; and

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

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

WHEREAS, Duane L. Singleton 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 7th day of June, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(West Edge Subdivision, 1300 N 5000 W)**

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

RECITALS

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

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