



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
October 18, 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

6:00 pm (Board Room)

1. Discussion with the Davis County Commissioners
2. Quarterly Financial Report – Mr. Ryan Harvey [page 5](#)
3. Discussion Regarding Not Accepting the Grant for the Emigrant Trail – Mr. Boyd Davis [page 41](#)
4. Discussion Regarding Proposed Zoning Code Amendments - Mr. Boyd Davis [page 43](#)

GENERAL SESSION

7:00 PM (Council Chamber)

1. Call to Order
2. Pledge of Allegiance
3. Prayer (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment Follow-Up – Mr. Kyle Laws
7. Citizen Comment (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
8. Consideration of Approval of Minutes from the October 4, 2016 City Council Meeting [page 45](#)
9. Presentation by the Davis County Commissioners
10. Consideration of Approval of Resolution No. 10-18-2016A, Approving the Interlocal Agreement with Davis County for Law Enforcement Services – Mr. Kyle Laws [page 53](#)
11. Consideration of Final Approval of the Heslop Place Townhouses – Mr. Boyd Davis [page 65](#)
12. Consideration of Final Approval of the Craythorne Homestead Phase 2 Subdivision Located at 549 S 4500 W – Mr. Boyd Davis [page 67](#)
13. Consideration of Approval of Resolution No. 10-18-2016B, Approving a Postponement Agreement for the Craythorne Homestead Phase 2 Subdivision – Mr. Boyd Davis [page 69](#)
14. Consideration of Release of Warranty for Wise Country Meadows Phase 2 Subdivision – Mr. Boyd Davis [page 75](#)
15. Motion to Adjourn

Posted this 13th Day of October, 2016



CASEY ARNOLD, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: 11/1/2016

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Discussion Regarding the Junk Car Ordinance – Mr. Boyd Davis

General Session – 7:00 pm

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

Date: 11/15/2016

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Kyle Laws

General Session – 7:00 pm

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

Date: 12/6/2016

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Youth Council Update

CDRA

1. CDRA Quarterly Update – Mr. Kyle Laws

FUTURE ITEMS

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Discussion Regarding Updating the Code Enforcement Policy – Mr. Boyd Davis
3. Building Rental Fees & Policy – 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. Consideration of Approval of Release of Warranty for Bartholomew Lane Phase 2 – Mr. Boyd Davis
8. Discussion of General Plan Final Approval – Mr. Boyd Davis/Mr. Troy Moyes

General Session

1. Citizen Comment Follow-Up – Mr. Kyle Laws
2. Discussion of General Plan – Mr. Boyd Davis
 - a. Public Hearing
3. Consideration of General Plan Final Approval – Mr. Boyd Davis

CDRA

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

October

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

November

- 5 Flags on Veteran's Graves YC
- 8 Election Day
- 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

- 2 New Year's Day-Closed
- 3 City Council-7pm
- 9 Senior Lunch-11:30am
- 12 Planning Commission-7pm
- 16 Martin Luther King Day-Closed
- 17 City Council-7pm
- 20-21 Council Retreat
- 26 Planning Commission-7pm

February

- 7 City Council-7pm
- 8 Council/Staff Lunch-11:30am
- 9 Planning Commission-7pm
- 13 Senior Lunch-11:30am
- 20 Presidents Day-Closed
- 21 City Council-7pm
- 23 Planning Commission-7pm

City Council Staff Report

Subject: Quarterly Financial Report (July - Sept 2016)
Author: Ryan Harvey
Department: Administrative Services
Date: October 18, 2016



Background

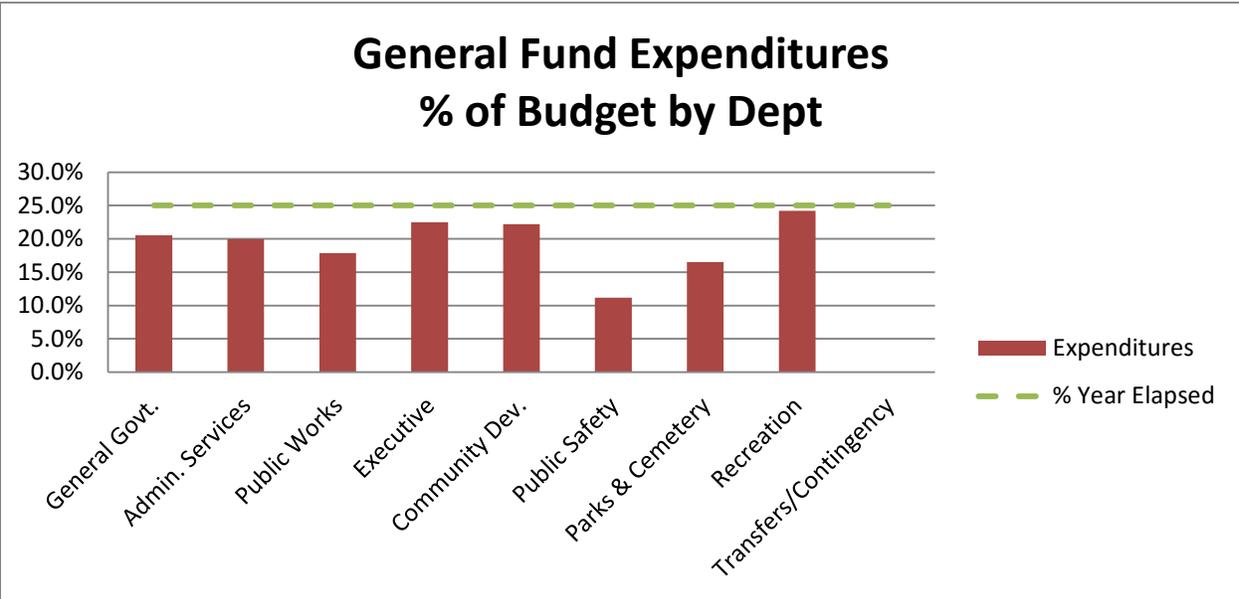
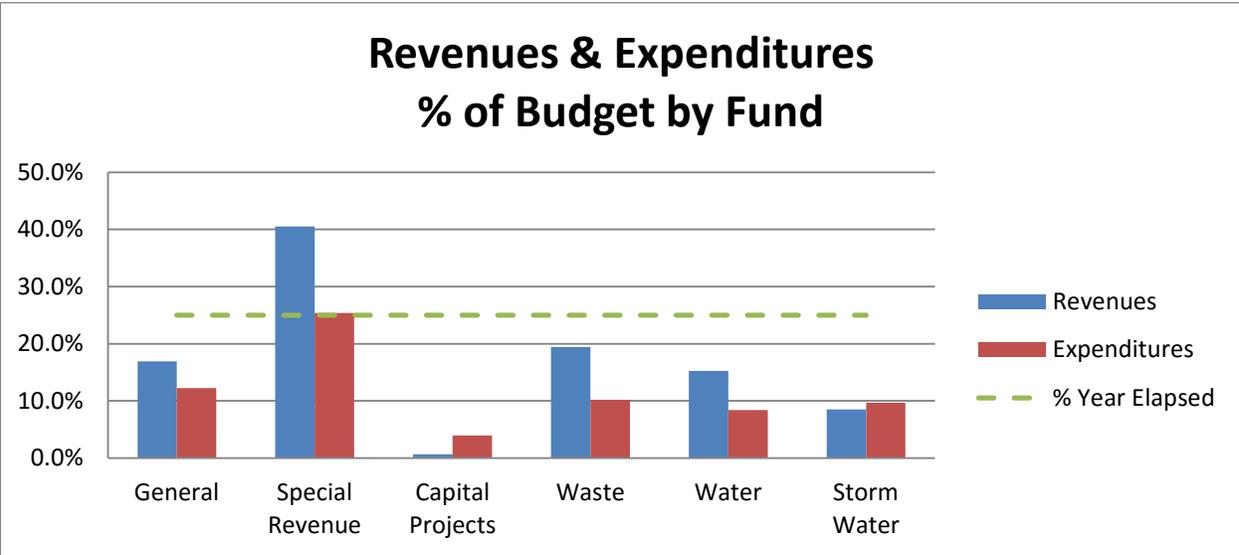
City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the first quarter of Fiscal Year 2017, representing July 1 – September 30, 2016. This information is summarized in the graphs on the following page.

Analysis

As shown in the first graph, revenues exceed expenditures in each fund except the Capital Projects Fund and the Storm Water Fund. Most of the Capital Projects Fund revenue is not recognized until the fiscal year is over, when excess revenue is transferred in from the General Fund. Current fund balance supports expenditures during the year. Storm Water Fund revenues are just slightly lower than expenditures. This is due to the 520 North Loop Completion and Parking Lot Project. The money is available in fund balance of the Storm Water Fund and will support the expenditures for this project. Special Revenue Fund revenues and expenditures currently exceed 25%. This is due to grant money for the 3000 West Widening Project.

In the second graph we see that General Fund departments are on track with 25% of the fiscal year elapsed. The Recreation Department is closest to 25% due to the fact that the Football Program is the most expensive program and it is at the beginning of the fiscal year. Please note that General Fund revenues shown in the graph are estimates due to the two-month lag in tax revenues.

The annual audit will begin in the coming weeks, after which staff will present the audited financial statements to the City Council. If you have any questions, please let us know.



Recommendation

No action required. This report is for discussion/information purposes. Staff would appreciate any feedback or direction the Council may have.

Significant Impacts

There are no significant impacts at this time.

Attachments

Detailed Financial Report: September 30, 2016

WEST POINT CITY CORPORATION
 COMBINED CASH INVESTMENT
 SEPTEMBER 30, 2016

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	759,226.29
01-1112	CASH IN CKING - CLASS C - ZION	166,727.26
01-1121	XBP CHECKING ACCOUNT - ZIONS	299,737.69
01-1128	CASH IN SAVINGS - GEN. - ZIONS	108,253.94
01-1130	CASH IN CHECKING - PTIF ACCT.	6,846,737.28
01-1131	PETTY CASH	750.00
01-1140	RETURNED CHECKS	156.00
		<hr/>
	TOTAL COMBINED CASH	8,181,588.46
01-1185	CASH IN CHECKING - CDRA ACCT	4,284.00
01-1190	CASH ALLOCATION TO OTHER FUNDS	(8,185,872.46)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,190,948.30
45	ALLOCATION TO SPECIAL REVENUE FUND	1,651,021.23
48	ALLOCATION TO CAPITAL PROJECTS FUND	1,230,099.20
51	ALLOCATION TO WASTE FUND	1,111,101.79
55	ALLOCATION TO WATER FUND	1,709,722.64
58	ALLOCATION TO STORM WATER UTILITY FUND	1,277,657.65
70	ALLOCATION TO DEBT SERVICE	7,691.91
85	ALLOCATION TO CDRA FUND	7,629.74
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	8,185,872.46
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(8,185,872.46)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

GENERAL FUND

ASSETS

10-1190	CASH ALLOCATION TO OTHER FUNDS	1,190,948.30	
10-1361	PROPERTY TAXES DEFERRED	376,649.00	
10-1421	DUE FROM OTHER FUNDS	20,000.00	
10-1561	PREPAID EXPENSE	15,625.21	
	TOTAL CURRENT ASSETS		1,603,222.51
	TOTAL ASSETS		1,603,222.51

LIABILITIES AND EQUITY

LIABILITIES

10-2131	ACCOUNTS PAYABLE	60,837.60	
10-2220	PAYROLL TAXES & WITHHOLDINGS	1,935.91	
10-2222	FEDERAL WITHHOLDING PAYABLE	(1,936.08)	
10-2223	STATE WITHHOLDING PAYABLE	(7,680.25)	
10-2225	STATE RET & 401(K) PAYABLE	(8,048.16)	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA	(24,933.25)	
10-2228	EMPLOYEES DISABILITIES INS.	(157.81)	
10-2229	HSA PAYABLE	(1,622.55)	
10-2231	AFLAC & TEL-A-DOC	(115.51)	
10-2232	PEHP - DENTAL & VISION INS.	1,305.60	
10-2233	ULGT - VISION & LTC INS.	(82.13)	
10-2243	WORKMENS COMPENSATION PAYABLE	3,163.08	
10-2245	STATE UNEMPLOYMENT PAYABLE	(126.90)	
10-2250	WAGES PAYABLE-CLEARING	32,041.68	
10-2255	EXCAVATION BOND PAYABLE	1,510.00	
10-2275	DEFERRED REVENUE	376,649.00	
10-2295	FUNDRAISERS & DONATIONS	(1,013.00)	
	TOTAL LIABILITIES		431,727.23

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-2975	NON-SPENDABLE FUNDS	26,528.72	
10-2980	UNASSIGNED FUNDS	991,909.57	
	REVENUE OVER EXPENDITURES - YTD	153,056.99	
	BALANCE - CURRENT DATE	1,171,495.28	
	TOTAL FUND EQUITY		1,171,495.28
	TOTAL LIABILITIES AND EQUITY		1,603,222.51

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10	PROPERTY TAXES	11,572.96	11,572.96	400,443.00	388,870.04 2.9
10-31-25	VEHICLE - IN LIEU OF PROP. TAX	16,370.33	16,370.33	35,000.00	18,629.67 46.8
10-31-30	GENERAL SALES AND USE TAXES	303,620.35	303,620.35	1,106,000.00	802,379.65 27.5
10-31-40	CABLE TV	.00	.00	19,000.00	19,000.00 .0
10-31-50	ENERGY SALES AND USE	101,421.89	101,421.89	364,000.00	262,578.11 27.9
10-31-60	TELECOMMUNICATIONS	21,420.71	21,420.71	75,000.00	53,579.29 28.6
	TOTAL TAXES	454,406.24	454,406.24	1,999,443.00	1,545,036.76 22.7
<u>LICENSES AND PERMITS</u>					
10-32-10	BUS. LICENSE/COND. USE PERMITS	1,294.50	1,294.50	12,000.00	10,705.50 10.8
10-32-21	BUILDING PERMITS	30,614.61	30,614.61	50,475.00	19,860.39 60.7
	TOTAL LICENSES AND PERMITS	31,909.11	31,909.11	62,475.00	30,565.89 51.1
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-56	CLASS C ROADS	8,030.18	8,030.18	343,300.00	335,269.82 2.3
	TOTAL INTERGOVERNMENTAL REVENUE	8,030.18	8,030.18	343,300.00	335,269.82 2.3
<u>CHARGES FOR SERVICES</u>					
10-34-10	ZONING AND SUBDIVISION FEES	3,955.00	3,955.00	7,000.00	3,045.00 56.5
10-34-60	RECREATION FEES	26,483.00	26,483.00	85,000.00	58,517.00 31.2
10-34-78	PARK & CITY HALL RESERVATIONS	2,890.00	2,890.00	4,500.00	1,610.00 64.2
10-34-79	CITY CELEB. & SPONSORSHIPS	2,799.00	2,799.00	12,000.00	9,201.00 23.3
10-34-82	CEMETERY INTERMENT	4,000.00	4,000.00	11,000.00	7,000.00 36.4
10-34-90	MISC. INCOME & CONCESSIONS	1,632.83	1,632.83	15,000.00	13,367.17 10.9
	TOTAL CHARGES FOR SERVICES	41,759.83	41,759.83	134,500.00	92,740.17 31.1
<u>MISCELLANEOUS REVENUE</u>					
10-36-10	INTEREST EARNINGS	17,261.21	17,261.21	2,000.00 (15,261.21) 863.1
10-36-20	DONATIONS	50.00	50.00	.00 (50.00) .0
10-36-25	MILITARY MEMORIAL DONATIONS	3,622.08	3,622.08	.00 (3,622.08) .0
	TOTAL MISCELLANEOUS REVENUE	20,933.29	20,933.29	2,000.00 (18,933.29) 1046.7

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONTRIBUTIONS & TRANSFERS</u>						
10-39-10	BEGINNING BALANCE	.00	.00	753,380.00	753,380.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	753,380.00	753,380.00	.0
	TOTAL FUND REVENUE	557,038.65	557,038.65	3,295,098.00	2,738,059.35	16.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
10-41-10	10,453.80	10,453.80	39,600.00	29,146.20	26.4
10-41-13	1,431.42	1,431.42	6,228.00	4,796.58	23.0
10-41-33	.00	.00	9,000.00	9,000.00	.0
10-41-35	.00	.00	3,000.00	3,000.00	.0
	<u>11,885.22</u>	<u>11,885.22</u>	<u>57,828.00</u>	<u>45,942.78</u>	<u>20.6</u>
<u>ADMINISTRATIVE SERVICES</u>					
10-44-11	23,106.44	23,106.44	93,258.00	70,151.56	24.8
10-44-13	9,644.12	9,644.12	38,641.00	28,996.88	25.0
10-44-20	51.08	51.08	800.00	748.92	6.4
10-44-21	89.80	89.80	1,000.00	910.20	9.0
10-44-24	1,256.98	1,256.98	5,000.00	3,743.02	25.1
10-44-25	110.35	110.35	1,000.00	889.65	11.0
10-44-26	2,402.71	2,402.71	16,500.00	14,097.29	14.6
10-44-33	820.00	820.00	4,000.00	3,180.00	20.5
10-44-38	1,864.50	1,864.50	14,300.00	12,435.50	13.0
10-44-63	1,995.00	1,995.00	2,500.00	505.00	79.8
10-44-69	1,348.44	1,348.44	4,000.00	2,651.56	33.7
10-44-75	1,606.07	1,606.07	40,000.00	38,393.93	4.0
10-44-95	115.26	115.26	1,000.00	884.74	11.5
10-44-98	100.00	100.00	1,000.00	900.00	10.0
	<u>44,510.75</u>	<u>44,510.75</u>	<u>222,999.00</u>	<u>178,488.25</u>	<u>20.0</u>
<u>PUBLIC WORKS</u>					
10-48-11	22,716.35	22,716.35	118,850.00	96,133.65	19.1
10-48-13	14,010.51	14,010.51	82,541.00	68,530.49	17.0
10-48-15	.00	.00	5,950.00	5,950.00	.0
10-48-20	6,376.58	6,376.58	14,000.00	7,623.42	45.6
10-48-23	.00	.00	360.00	360.00	.0
10-48-25	1,739.27	1,739.27	9,000.00	7,260.73	19.3
10-48-26	3,511.90	3,511.90	24,260.00	20,748.10	14.5
10-48-54	.00	.00	3,000.00	3,000.00	.0
10-48-65	620.70	620.70	4,250.00	3,629.30	14.6
10-48-67	1,281.84	1,281.84	12,865.00	11,583.16	10.0
10-48-69	.00	.00	1,300.00	1,300.00	.0
10-48-70	.00	.00	10,000.00	10,000.00	.0
10-48-75	90.50	90.50	900.00	809.50	10.1
10-48-77	97.69	97.69	5,000.00	4,902.31	2.0
10-48-82	4,256.82	4,256.82	14,000.00	9,743.18	30.4
10-48-84	9,286.52	9,286.52	52,000.00	42,713.48	17.9
	<u>63,988.68</u>	<u>63,988.68</u>	<u>358,276.00</u>	<u>294,287.32</u>	<u>17.9</u>

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE</u>					
10-49-11 SALARIES AND WAGES	35,243.07	35,243.07	156,980.00	121,736.93	22.5
10-49-13 EMPLOYEE BENEFITS	16,919.47	16,919.47	68,003.00	51,083.53	24.9
10-49-20 MILEAGE REIMBURSEMENTS	17.28	17.28	750.00	732.72	2.3
10-49-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	449.28	449.28	3,000.00	2,550.72	15.0
10-49-23 TRAVEL AND EDUCATION	560.00	560.00	6,000.00	5,440.00	9.3
10-49-24 POSTAGE	.00	.00	320.00	320.00	.0
10-49-25 NEW EQUIPMENT PURCHASE	2,378.25	2,378.25	9,000.00	6,621.75	26.4
10-49-37 ATTORNEY	4,400.00	4,400.00	33,000.00	28,600.00	13.3
10-49-62 MISCELLANEOUS	2,818.75	2,818.75	15,000.00	12,181.25	18.8
10-49-63 IT SUPPORT & CONTRACTS	9,931.88	9,931.88	24,000.00	14,068.12	41.4
10-49-65 EMP. AWARDS, REC. & EVENTS	2,566.91	2,566.91	11,000.00	8,433.09	23.3
10-49-66 EDUCATION REIMB. PROGRAM	204.00	204.00	2,000.00	1,796.00	10.2
10-49-67 EMP. BENEFITS & BONUS PROGRAM	.00	.00	13,000.00	13,000.00	.0
10-49-68 WELLNESS PROGRAM	.00	.00	1,000.00	1,000.00	.0
10-49-69 OFFICE SUPPLIES & EXPENSE	771.64	771.64	5,000.00	4,228.36	15.4
10-49-70 CELLULAR & RADIO SERV. & EQUIP	2,128.65	2,128.65	5,400.00	3,271.35	39.4
10-49-72 LEGAL ADVERTISING	1,987.00	1,987.00	9,000.00	7,013.00	22.1
10-49-80 UTAH LEAGUE MEMBERSHIP	4,569.24	4,569.24	4,500.00	(69.24)	101.5
10-49-82 CITY NEWSLETTER	1,088.60	1,088.60	4,500.00	3,411.40	24.2
10-49-83 ECONOMIC DEVELOPMENT	.00	.00	8,000.00	8,000.00	.0
10-49-85 VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-88 RECORDERS OFFICE	2,483.50	2,483.50	8,000.00	5,516.50	31.0
10-49-89 ELECTIONS	.00	.00	8,000.00	8,000.00	.0
10-49-90 CITY CELEBRATIONS & EVENTS	18,802.51	18,802.51	63,500.00	44,697.49	29.6
10-49-91 YOUTH COUNCIL	622.91	622.91	6,000.00	5,377.09	10.4
10-49-92 MISS WEST POINT PAGEANT	.00	.00	11,750.00	11,750.00	.0
10-49-93 SENIOR PROGRAM	238.15	238.15	2,500.00	2,261.85	9.5
TOTAL EXECUTIVE	108,181.09	108,181.09	481,203.00	373,021.91	22.5
<u>COMMUNITY DEVELOPMENT</u>					
10-52-11 SALARIES AND WAGES	40,489.95	40,489.95	166,877.00	126,387.05	24.3
10-52-13 EMPLOYEE BENEFITS & RETIREMENT	13,203.26	13,203.26	79,360.00	66,156.74	16.6
10-52-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	947.54	947.54	750.00	(197.54)	126.3
10-52-23 TRAVEL, EDUCATION & CERTIFICAT	971.00	971.00	4,000.00	3,029.00	24.3
10-52-25 EQUIPMENT & SUPPLIES	1,552.57	1,552.57	6,500.00	4,947.43	23.9
10-52-51 GIS	1,200.00	1,200.00	1,500.00	300.00	80.0
10-52-61 MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
10-52-62 CONTRACT PLANNING & INSP SERV	.00	.00	2,000.00	2,000.00	.0
10-52-63 IT SUPPORT & CONTRACTS	.00	.00	400.00	400.00	.0
10-52-65 STATE BUILDING SURCHARGE	.00	.00	1,000.00	1,000.00	.0
10-52-68 PLANNING COMM/BOARD OF ADJ.	750.00	750.00	3,000.00	2,250.00	25.0
10-52-69 OFFICE SUPPLIES & EXPENSE	98.98	98.98	500.00	401.02	19.8
TOTAL COMMUNITY DEVELOPMENT	59,213.30	59,213.30	266,387.00	207,173.70	22.2

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY & EMERGENCY PLAN</u>					
10-54-11	4,549.67	4,549.67	33,866.00	29,316.33	13.4
10-54-13	464.58	464.58	3,609.00	3,144.42	12.9
10-54-15	480.00	480.00	1,000.00	520.00	48.0
10-54-60	5,012.08	5,012.08	34,000.00	28,987.92	14.7
10-54-62	13,589.68	13,589.68	130,000.00	116,410.32	10.5
10-54-65	.00	.00	8,800.00	8,800.00	.0
10-54-75	.00	.00	4,000.00	4,000.00	.0
TOTAL PUBLIC SAFETY & EMERGENCY PLAN	24,096.01	24,096.01	215,275.00	191,178.99	11.2
<u>PARKS AND CEMETERY</u>					
10-70-11	19,234.60	19,234.60	99,410.00	80,175.40	19.4
10-70-13	3,457.07	3,457.07	10,587.00	7,129.93	32.7
10-70-20	.00	.00	600.00	600.00	.0
10-70-25	2,345.35	2,345.35	14,000.00	11,654.65	16.8
10-70-26	5,305.48	5,305.48	61,600.00	56,294.52	8.6
10-70-29	948.79	948.79	3,400.00	2,451.21	27.9
10-70-61	703.50	703.50	1,200.00	496.50	58.6
10-70-69	.00	.00	500.00	500.00	.0
10-70-70	250.00	250.00	4,000.00	3,750.00	6.3
TOTAL PARKS AND CEMETERY	32,244.79	32,244.79	195,297.00	163,052.21	16.5
<u>RECREATION</u>					
10-71-11	23,273.26	23,273.26	106,981.00	83,707.74	21.8
10-71-13	9,347.37	9,347.37	41,302.00	31,954.63	22.6
10-71-20	416.00	416.00	1,000.00	584.00	41.6
10-71-23	.00	.00	400.00	400.00	.0
10-71-26	.00	.00	2,300.00	2,300.00	.0
10-71-30	262.35	262.35	2,000.00	1,737.65	13.1
10-71-60	705.09	705.09	12,000.00	11,294.91	5.9
10-71-67	647.71	647.71	18,000.00	17,352.29	3.6
10-71-68	23,253.89	23,253.89	34,500.00	11,246.11	67.4
10-71-69	32.69	32.69	250.00	217.31	13.1
10-71-71	1,923.46	1,923.46	20,500.00	18,576.54	9.4
10-71-73	.00	.00	3,000.00	3,000.00	.0
10-71-74	.00	.00	5,000.00	5,000.00	.0
TOTAL RECREATION	59,861.82	59,861.82	247,233.00	187,371.18	24.2

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS, CONT. & OTHER USES</u>					
10-90-63 CLASS C TRANS. TO SPECIAL REV.	.00	.00	343,300.00	343,300.00	.0
10-90-70 TRANS. DEBT. SERV. CITY HALL	.00	.00	107,300.00	107,300.00	.0
10-90-86 TRANSFER TO CAP. PROJ. FUND	.00	.00	800,000.00	800,000.00	.0
TOTAL TRANSFERS, CONT. & OTHER USES	.00	.00	1,250,600.00	1,250,600.00	.0
TOTAL FUND EXPENDITURES	403,981.66	403,981.66	3,295,098.00	2,891,116.34	12.3
NET REVENUE OVER EXPENDITURES	153,056.99	153,056.99	.00	(153,056.99)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

SPECIAL REVENUE FUND

ASSETS

45-1190	CASH - ALLOCATION TO OTHER FUN	1,651,021.23	
45-1411	DUE FROM OTHER GOVT. UNITS	23,962.50	
	TOTAL CURRENT ASSETS		1,674,983.73
	TOTAL ASSETS		1,674,983.73

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
45-2980	UNASSIGNED FUNDS	(376,512.49)	
45-2990	RESTRICTED FOR CLASS C ROADS	769,012.92	
45-2995	RESTRICTED FOR IMPACT FEES	1,018,235.98	
	REVENUE OVER EXPENDITURES - YTD	264,247.32	
	BALANCE - CURRENT DATE	1,674,983.73	
	TOTAL FUND EQUITY		1,674,983.73
	TOTAL LIABILITIES AND EQUITY		1,674,983.73

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEVELOPMENT FEES</u>					
45-30-57 ROAD IMPACT FEES	20,530.00	20,530.00	38,225.00	17,695.00	53.7
45-30-70 PARK AND TRAILS IMPACT FEES	19,046.88	19,046.88	59,522.00	40,475.12	32.0
45-30-75 NORTH DAVIS SEWER IMPACT FEES	26,048.00	26,048.00	81,400.00	55,352.00	32.0
45-30-80 N.D. FIRE IMPACT FEES	1,109.44	1,109.44	3,467.00	2,357.56	32.0
45-30-99 BEGINNING BALANCE	.00	.00	(125,015.00)	(125,015.00)	.0
TOTAL DEVELOPMENT FEES	66,734.32	66,734.32	57,599.00	(9,135.32)	115.9
 <u>OTHER FINANCING SOURCES</u>					
45-33-46 GRANTS (ROAD PROJECTS)	617,169.06	617,169.06	965,646.00	348,476.94	63.9
45-33-90 TRANSFER FROM OTHER FUNDS	.00	.00	633,300.00	633,300.00	.0
45-33-93 LOCAL OPTION ROADS	23,186.90	23,186.90	88,000.00	64,813.10	26.4
TOTAL OTHER FINANCING SOURCES	640,355.96	640,355.96	1,686,946.00	1,046,590.04	38.0
TOTAL FUND REVENUE	707,090.28	707,090.28	1,744,545.00	1,037,454.72	40.5

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL FUND PROJECTS</u>					
45-51-15 PARKS/TRAILS IMPACT FEE PROJ.	54,063.09	54,063.09	143,248.00	89,184.91	37.7
45-51-71 ROADS/PED. WALKWAYS IMPACT FEE	29,658.43	29,658.43	20,304.00	(9,354.43)	146.1
45-51-80 N.D. SEWER IMPACT FEES	74,907.38	74,907.38	81,400.00	6,492.62	92.0
45-51-85 N.D. FIRE IMPACT FEES	832.08	832.08	3,467.00	2,634.92	24.0
45-51-93 LOCAL OPTION ROADS	.00	.00	88,000.00	88,000.00	.0
45-51-95 CLASS C ROAD EXPENDITURES	16,454.11	16,454.11	781,767.00	765,312.89	2.1
45-51-97 ROAD & SIDEWALK GRANT PROJECTS	266,925.87	266,925.87	626,359.00	359,433.13	42.6
45-51-98 BANK SERVICE CHARGES	2.00	2.00	.00	(2.00)	.0
TOTAL SPECIAL FUND PROJECTS	442,842.96	442,842.96	1,744,545.00	1,301,702.04	25.4
TOTAL FUND EXPENDITURES	442,842.96	442,842.96	1,744,545.00	1,301,702.04	25.4
NET REVENUE OVER EXPENDITURES	264,247.32	264,247.32	.00	(264,247.32)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

CAPITAL PROJECTS FUND

ASSETS

48-1190	CASH ALLOCATION TO OTHER FUNDS	1,230,099.20	
	TOTAL CURRENT ASSETS		1,230,099.20
	TOTAL ASSETS		1,230,099.20

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
48-2980	UNASSIGNED FUNDS	57,037.37	
48-2985	COMMITTED TO CAPITAL PROJECTS	1,217,936.95	
	REVENUE OVER EXPENDITURES - YTD	(44,875.12)	
	BALANCE - CURRENT DATE		1,230,099.20
	TOTAL FUND EQUITY		1,230,099.20
	TOTAL LIABILITIES AND EQUITY		1,230,099.20

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
48-30-45 CEMETERY PERMIT & PERPET. CARE	9,240.00	9,240.00	190,644.00	181,404.00	4.9
48-30-90 BEGINNING BALANCE	.00	.00	371,157.00	371,157.00	.0
TOTAL REVENUE	9,240.00	9,240.00	561,801.00	552,561.00	1.6
<u>OTHER FINANCING SOURCES</u>					
48-33-10 TRANSFER FROM GENERAL FUND	.00	.00	800,000.00	800,000.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	800,000.00	800,000.00	.0
TOTAL FUND REVENUE	9,240.00	9,240.00	1,361,801.00	1,352,561.00	.7

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAP. PROJ. FUND FINANCING USES</u>					
48-51-15 BUILDINGS	.00	.00	20,101.00	20,101.00	.0
48-51-20 ROAD PROJECTS	.00	.00	409,246.00	409,246.00	.0
48-51-25 PARK IMPROVEMENT PROJECTS	3,666.73	3,666.73	454,909.00	451,242.27	.8
48-51-28 MILITARY MEMORIAL PROJECTS	.00	.00	5,026.00	5,026.00	.0
48-51-43 CAPITAL EQUIPMENT REPLACEMENT	45,497.84	45,497.84	60,000.00	14,502.16	75.8
48-51-44 VEHICLE REPLACEMENT	4,950.55	4,950.55	11,875.00	6,924.45	41.7
48-51-53 5 YEAR CIP	.00	.00	210,000.00	210,000.00	.0
48-51-70 CEMETERY PERPETUAL CARE	.00	.00	190,644.00	190,644.00	.0
TOTAL CAP. PROJ. FUND FINANCING USES	54,115.12	54,115.12	1,361,801.00	1,307,685.88	4.0
TOTAL FUND EXPENDITURES	54,115.12	54,115.12	1,361,801.00	1,307,685.88	4.0
NET REVENUE OVER EXPENDITURES	(44,875.12)	(44,875.12)	.00	44,875.12	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

WASTE FUND

ASSETS

51-1075	UTILITY CASH CLEARING	(7,162.24)	
51-1190	CASH-ALLOCATION FROM GEN.FUND	1,111,101.79	
51-1311	WASTE ACCOUNTS RECEIVABLE	169,762.90	
51-1312	ALLOWANCE FOR BAD DEBTS	(6,348.13)	
51-1313	CONTRACTS RECEIVABLE	107.88	
51-1501	NET PENSION ASSET	131.00	
51-1502	DEFERRED OUTFLOWS - PENSION	11,214.00	
	TOTAL CURRENT ASSETS		1,278,807.20

PROPERTY AND EQUIPMENT

51-1631	IMPROVEMENTS OTHER THAN BLDGS.	3,263,564.14	
51-1651	MACHINERY AND EQUIPMENT	307,901.50	
51-1690	ACCUMULATED DEPRECIATION	(1,307,641.44)	
	TOTAL PROPERTY AND EQUIPMENT		2,263,824.20

			3,542,631.40
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LIABILITIES AND EQUITY

LIABILITIES

51-2140	CUSTOMER DEPOSITS PAYABLE	61,319.12	
51-2141	COMPENSATED ABSENCES PAYABLE	15,285.49	
51-2201	NET PENSION LIABILITY	48,664.00	
51-2202	DEFERRED INFLOWS - PENSION	6,408.00	
	TOTAL LIABILITIES		131,676.61

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	3,083,484.27	
51-2995	RESTRICTED - SEWER IMPACT FEES	129,288.22	
	REVENUE OVER EXPENDITURES - YTD	198,182.30	
	BALANCE - CURRENT DATE	3,410,954.79	
	TOTAL FUND EQUITY		3,410,954.79
	TOTAL LIABILITIES AND EQUITY		3,542,631.40

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-17 PENALTIES	9,986.67	9,986.67	17,000.00	7,013.33	58.8
51-37-26 SEWER FEES	232,343.96	232,343.96	897,000.00	664,656.04	25.9
51-37-50 GARBAGE COLLECTION FEES	119,527.53	119,527.53	470,000.00	350,472.47	25.4
51-37-60 GREENWASTE COLLECTION FEES	25,495.38	25,495.38	96,000.00	70,504.62	26.6
51-37-70 RECYCLE COLLECTION FEES	27,228.54	27,228.54	100,000.00	72,771.46	27.2
TOTAL OPERATING REVENUE	414,582.08	414,582.08	1,580,000.00	1,165,417.92	26.2
<u>OTHER FINANCING SOURCES</u>					
51-38-05 SEWER IMPACT FEES	1,692.04	1,692.04	6,050.00	4,357.96	28.0
51-38-15 CAN PURCHASE	1,360.00	1,360.00	4,250.00	2,890.00	32.0
51-38-80 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
51-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	3,052.04	3,052.04	30,800.00	27,747.96	9.9
<u>TRANSFERS</u>					
51-39-95 BEGINNING FUND BALANCE	.00	.00	498,445.00	498,445.00	.0
51-39-96 SEWER IMPACT FEE BALANCE	.00	.00	39,365.00	39,365.00	.0
TOTAL TRANSFERS	.00	.00	537,810.00	537,810.00	.0
TOTAL FUND REVENUE	417,634.12	417,634.12	2,148,610.00	1,730,975.88	19.4

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
51-81-11 SALARIES AND WAGES	35,524.91	35,524.91	142,028.00	106,503.09	25.0
51-81-13 BENEFITS AND BONUS	16,824.02	16,824.02	81,765.00	64,940.98	20.6
51-81-15 ON CALL PAY	2,080.00	2,080.00	850.00	(1,230.00)	244.7
51-81-20 OVERTIME	.00	.00	2,000.00	2,000.00	.0
51-81-27 LIFT STATION PUMPS	279.43	279.43	2,400.00	2,120.57	11.6
51-81-42 GARBAGE	10,819.43	10,819.43	361,000.00	350,180.57	3.0
51-81-43 GREENWASTE	5,327.13	5,327.13	98,000.00	92,672.87	5.4
51-81-44 RECYCLING	8,293.59	8,293.59	88,000.00	79,706.41	9.4
51-81-45 GARBAGE COLLECTION	23,375.90	23,375.90	.00	(23,375.90)	.0
51-81-46 BURN PLANT	43,283.20	43,283.20	.00	(43,283.20)	.0
51-81-49 SEWER COLLECTION AND DISPOSAL	56,216.88	56,216.88	668,000.00	611,783.12	8.4
51-81-55 SEWER MAINTENANCE AND REPAIR	2,091.35	2,091.35	30,000.00	27,908.65	7.0
51-81-63 IT SUPPORT & CONTRACTS	5,199.30	5,199.30	16,925.00	11,725.70	30.7
51-81-65 UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
TOTAL PRIMARY OPERATING EXPENSES	209,315.14	209,315.14	1,492,468.00	1,283,152.86	14.0
<u>MATERIALS AND SUPPLIES</u>					
51-82-24 UTILITY BILLS - POSTAGE/EQUIP.	2,138.58	2,138.58	11,000.00	8,861.42	19.4
51-82-47 CAN PURCHASE	.00	.00	4,500.00	4,500.00	.0
51-82-60 TRAVEL AND EDUCATION	(25.00)	(25.00)	1,500.00	1,525.00	(1.7)
51-82-61 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS AND SUPPLIES	2,113.58	2,113.58	18,000.00	15,886.42	11.7
<u>WASTE - OTHER EXPENSES</u>					
51-84-05 SEWER IMPACT FEE PROJECTS	.00	.00	45,415.00	45,415.00	.0
51-84-20 RISK MANAGEMENT	185.47	185.47	10,000.00	9,814.53	1.9
51-84-30 DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35 CREDIT CARD PROCESSING FEES	721.67	721.67	8,100.00	7,378.33	8.9
51-84-39 AUDITOR & ACCOUNTING SUPPORT	678.00	678.00	5,200.00	4,522.00	13.0
51-84-44 VEHICLE REPLACEMENT	5,182.94	5,182.94	11,292.00	6,109.06	45.9
51-84-70 PHONE	.00	.00	3,000.00	3,000.00	.0
51-84-81 IT	.00	.00	4,000.00	4,000.00	.0
51-84-83 CAPITAL IMPROVEMENTS	495.00	495.00	437,135.00	436,640.00	.1
51-84-84 BLUE STAKES	119.10	119.10	1,000.00	880.90	11.9
51-84-90 FLEET	640.92	640.92	8,000.00	7,359.08	8.0
TOTAL WASTE - OTHER EXPENSES	8,023.10	8,023.10	618,142.00	610,118.90	1.3
<u>TRANSFERS & CONTINGENCIES</u>					
51-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WASTE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	219,451.82	219,451.82	2,148,610.00	1,929,158.18	10.2
NET REVENUE OVER EXPENDITURES	198,182.30	198,182.30	.00	(198,182.30)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

WATER FUND

ASSETS

55-1190	CASH-ALLOCATION FROM GEN. FUND	1,709,722.64	
55-1311	WATER ACCOUNTS RECEIVABLE	124,737.22	
55-1313	CONTRACTS RECEIVABLE	179.78	
55-1501	NET PENSION ASSET	135.00	
55-1502	DEFERRED OUTFLOWS - PENSION	11,564.00	

TOTAL CURRENT ASSETS		1,846,338.64
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PROPERTY AND EQUIPMENT

55-1611	LAND	55,500.00	
55-1621	BUILDINGS	60,000.00	
55-1631	IMPROVEMST. OTHER THAN BLDGS.	3,362,933.61	
55-1651	MACHINERY & EQUIPMENT	153,126.23	
55-1690	ACCUMULATED DEPRECIATION	(797,190.10)	

TOTAL PROPERTY AND EQUIPMENT		2,834,369.74
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TOTAL ASSETS		4,680,708.38
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LIABILITIES AND EQUITY

LIABILITIES

55-2140	CUSTOMER DEPOSITS PAYABLE	75,604.56	
55-2141	COMPENSATED ABSENCES PAYABLE	15,285.49	
55-2201	NET PENSION LIABILITY	50,182.00	
55-2202	DEFERRED INFLOWS - PENSION	6,608.00	

TOTAL LIABILITIES		147,680.05
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FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

55-2980	BEGINNING OF YEAR	4,180,495.07	
55-2995	RESTRICTED - WATER IMPACT FEES	177,361.37	
	REVENUE OVER EXPENDITURES - YTD	175,171.89	

BALANCE - CURRENT DATE		4,533,028.33
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TOTAL FUND EQUITY		4,533,028.33
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TOTAL LIABILITIES AND EQUITY		4,680,708.38
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WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
55-37-11 METERED WATER SALES	187,490.69	187,490.69	700,000.00	512,509.31	26.8
55-37-13 SECONDARY WATER SALES	196,983.91	196,983.91	775,000.00	578,016.09	25.4
55-37-14 CONNECTION FEES - WATER	3,287.00	3,287.00	8,750.00	5,463.00	37.6
55-37-17 PENALTIES	.00	.00	18,500.00	18,500.00	.0
TOTAL OPERATING REVENUE	387,761.60	387,761.60	1,502,250.00	1,114,488.40	25.8
<u>OTHER FINANCING SOURCES</u>					
55-38-05 WATER IMPACT FEES	2,572.00	2,572.00	12,175.00	9,603.00	21.1
55-38-95 FUND RESERVES	.00	.00	871,513.00	871,513.00	.0
55-38-96 WATER IMPACT FEE BALANCE	.00	.00	150,115.00	150,115.00	.0
55-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	2,572.00	2,572.00	1,053,803.00	1,051,231.00	.2
TOTAL FUND REVENUE	390,333.60	390,333.60	2,556,053.00	2,165,719.40	15.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
55-81-11 SALARIES AND WAGES	40,717.14	40,717.14	163,141.00	122,423.86	25.0
55-81-13 BENEFITS AND BONUS	18,847.63	18,847.63	95,750.00	76,902.37	19.7
55-81-15 ON CALL PAY	.00	.00	1,700.00	1,700.00	.0
55-81-20 OVERTIME	.00	.00	4,000.00	4,000.00	.0
55-81-28 WELLS & WATER TANK POWER	1,356.77	1,356.77	11,500.00	10,143.23	11.8
55-81-35 HOOPER WATER DISTRICT	335.00	335.00	1,500.00	1,165.00	22.3
55-81-41 WATER MAINTENANCE	4,957.10	4,957.10	18,000.00	13,042.90	27.5
55-81-42 WATER SAMPLE TESTING	.00	.00	5,000.00	5,000.00	.0
55-81-43 SECONDARY WATER	125,581.77	125,581.77	770,000.00	644,418.23	16.3
55-81-45 REGISTRATION & OTHER EXPENSES	.00	.00	1,000.00	1,000.00	.0
55-81-60 TRAVEL AND EDUCATION	.00	.00	4,140.00	4,140.00	.0
55-81-63 IT SUPPORT & CONTRACTS	5,271.59	5,271.59	17,100.00	11,828.41	30.8
TOTAL PRIMARY OPERATING EXPENSES	197,067.00	197,067.00	1,092,831.00	895,764.00	18.0
<u>WATER - MATERIALS AND SUPPLIES</u>					
55-82-24 UTILITY BILLS - POSTAGE/EQUIP	2,138.59	2,138.59	8,250.00	6,111.41	25.9
55-82-47 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50 WATER METERS	3,383.25	3,383.25	65,000.00	61,616.75	5.2
TOTAL WATER - MATERIALS AND SUPPLIES	5,521.84	5,521.84	74,000.00	68,478.16	7.5
<u>WATER - OTHER EXPENSES</u>					
55-84-05 WATER SYSTEM IMPACT FEE PROJ.	.00	.00	162,290.00	162,290.00	.0
55-84-20 RISK MANAGEMENT	173.11	173.11	10,000.00	9,826.89	1.7
55-84-30 DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33 CAPITAL PROJECTS & EXPENDITURE	2,283.75	2,283.75	903,140.00	900,856.25	.3
55-84-35 CREDIT CARD PROCESSING FEES	3,265.99	3,265.99	8,800.00	5,534.01	37.1
55-84-38 AUDITOR & ACCOUNTING SUPPORT	678.00	678.00	5,200.00	4,522.00	13.0
55-84-40 WATER PURCHASE - WEBER BASIN	.00	.00	147,000.00	147,000.00	.0
55-84-44 VEHICLE REPLACEMENT	4,950.55	4,950.55	11,292.00	6,341.45	43.8
55-84-70 PHONE	.00	.00	3,000.00	3,000.00	.0
55-84-82 BLUE STAKES	99.86	99.86	1,500.00	1,400.14	6.7
55-84-83 IT	.00	.00	2,000.00	2,000.00	.0
55-84-85 ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90 FLEET	1,121.61	1,121.61	15,000.00	13,878.39	7.5
TOTAL WATER - OTHER EXPENSES	12,572.87	12,572.87	1,369,222.00	1,356,649.13	.9
<u>TRANSFERS & CONTINGENCIES</u>					
55-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

WATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	215,161.71	215,161.71	2,556,053.00	2,340,891.29	8.4
NET REVENUE OVER EXPENDITURES	<u>175,171.89</u>	<u>175,171.89</u>	<u>.00</u>	<u>(175,171.89)</u>	<u>.0</u>

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

STORM WATER UTILITY FUND

ASSETS

58-1190	CASH-ALLOCATION FROM GEN. FUND	1,277,657.65	
58-1311	STORM WATER ACCTS. RECEIVABLE	17,612.91	
58-1313	CONTRACTS RECEIVABLE	15.14	
58-1501	NET PENSION ASSET	63.00	
58-1502	DEFERRED OUTFLOWS - PENSION	5,439.00	

TOTAL CURRENT ASSETS 1,300,787.70

PROPERTY AND EQUIPMENT

58-1611	LAND	102,540.00	
58-1631	IMPROVEMST. OTHER THAN BLDGS.	3,180,414.78	
58-1651	MACHINERY AND EQUIPMENT	14,770.47	
58-1690	ACCUMULATED DEPRECIATION	(509,519.46)	

TOTAL PROPERTY AND EQUIPMENT 2,788,205.79

TOTAL ASSETS 4,088,993.49

LIABILITIES AND EQUITY

LIABILITIES

58-2141	COMPENSATED ABSENCES PAYABLE	5,934.40	
58-2201	NET PENSION LIABILITY	23,605.00	
58-2202	DEFERRED INFLOWS - PENSION	3,108.00	

TOTAL LIABILITIES 32,647.40

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
58-2980	BEGINNING OF YEAR	3,524,037.91	
58-2995	RESTRICTED-STORM WTR IMPT FEES	539,837.82	
	REVENUE OVER EXPENDITURES - YTD	(7,529.64)	

BALANCE - CURRENT DATE 4,056,346.09

TOTAL FUND EQUITY 4,056,346.09

TOTAL LIABILITIES AND EQUITY 4,088,993.49

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
58-37-11 STORM SYS. MAINT. & CONST. FEE	46,841.07	46,841.07	175,000.00	128,158.93	26.8
58-37-17 PENALTIES	.00	.00	2,000.00	2,000.00	.0
58-37-90 FUND BALANCE	.00	.00	317,916.00	317,916.00	.0
58-37-91 STORM WATER IMPACT FEE BALANCE	.00	.00	108,460.00	108,460.00	.0
TOTAL OPERATING REVENUE	46,841.07	46,841.07	603,376.00	556,534.93	7.8
<u>OTHER FINANCING SOURCES</u>					
58-38-05 STORM WATER IMPACT FEES	8,660.24	8,660.24	26,275.00	17,614.76	33.0
58-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	8,660.24	8,660.24	46,275.00	37,614.76	18.7
TOTAL FUND REVENUE	55,501.31	55,501.31	649,651.00	594,149.69	8.5

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
58-81-11 SALARIES AND WAGES	14,280.02	14,280.02	58,407.00	44,126.98	24.5
58-81-13 BENEFITS	6,352.36	6,352.36	33,226.00	26,873.64	19.1
58-81-27 STORM SYS. MAINT. & REPAIR	45.37	45.37	11,000.00	10,954.63	.4
58-81-28 CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34 CREDIT CARD FEES	108.35	108.35	1,100.00	991.65	9.9
58-81-40 SWEEPING & PREVENTATIVE CARE	880.00	880.00	12,000.00	11,120.00	7.3
58-81-42 STRM SYS MAINT & PHS II COMP.	.00	.00	2,500.00	2,500.00	.0
58-81-43 SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
TOTAL PRIMARY OPERATING EXPENSES	21,666.10	21,666.10	133,233.00	111,566.90	16.3
<u>STORM WTR UTILITY - OTHER EXP.</u>					
58-84-05 STORM SYSTEM IMPACT FEE PROJ.	.00	.00	19,735.00	19,735.00	.0
58-84-20 RISK MANAGEMENT	61.82	61.82	3,500.00	3,438.18	1.8
58-84-30 DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38 AUDITOR & ACCOUNTING SUPPORT	169.50	169.50	1,300.00	1,130.50	13.0
58-84-44 VEHICLE REPLACEMENT	4,950.55	4,950.55	11,288.00	6,337.45	43.9
58-84-79 PHONE	.00	.00	600.00	600.00	.0
58-84-83 CAPITAL PROJECTS	36,022.75	36,022.75	393,495.00	357,472.25	9.2
58-84-90 FLEET EXPENSE	160.23	160.23	2,500.00	2,339.77	6.4
TOTAL STORM WTR UTILITY - OTHER EXP.	41,364.85	41,364.85	496,418.00	455,053.15	8.3
<u>DEPARTMENT 90</u>					
58-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	63,030.95	63,030.95	649,651.00	586,620.05	9.7
NET REVENUE OVER EXPENDITURES	(7,529.64)	(7,529.64)	.00	7,529.64	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

DEBT SERVICE

ASSETS

70-1190	CASH ALLOCATION TO OTHER FUNDS	7,691.91	
	TOTAL CURRENT ASSETS		7,691.91
	TOTAL ASSETS		7,691.91

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
70-2980	UNASSIGNED FUNDS	(131,444.54)	
70-2990	RESTRICTED FOR DEBT SERVICE	139,136.45	
	BALANCE - CURRENT DATE		7,691.91
	TOTAL FUND EQUITY		7,691.91
	TOTAL LIABILITIES AND EQUITY		7,691.91

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS AND CONTRIBUTIONS</u>					
70-39-20 GENERAL FUND TRANSFER	.00	.00	107,300.00	107,300.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	107,300.00	107,300.00	.0
TOTAL FUND REVENUE	.00	.00	107,300.00	107,300.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUNDING USES</u>						
70-84-10	DEBT SERVICE - CITY HALL	.00	.00	96,000.00	96,000.00	.0
70-84-15	INTEREST ON BONDS	.00	.00	11,300.00	11,300.00	.0
	TOTAL FUNDING USES	.00	.00	107,300.00	107,300.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	107,300.00	107,300.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

CDRA FUND

ASSETS

85-1190	CASH ALLOCATION TO OTHER FUNDS	7,629.74	
	TOTAL CURRENT ASSETS		7,629.74
	TOTAL ASSETS		7,629.74

LIABILITIES AND EQUITY

LIABILITIES

85-2421	DUE TO OTHER FUNDS	20,000.00	
	TOTAL LIABILITIES		20,000.00

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS	1,119,331.74	
	REVENUE OVER EXPENDITURES - YTD	(1,131,702.00)	
	BALANCE - CURRENT DATE	(12,370.26)	
	TOTAL FUND EQUITY		(12,370.26)
	TOTAL LIABILITIES AND EQUITY		7,629.74

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

CDRA FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
85-31-08 INTERFUND LOAN	.00	.00	20,000.00	20,000.00	.0
TOTAL REVENUE	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND REVENUE	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2016

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
85-44-62	PROJECT EXPENSES	1,131,700.00	1,131,700.00	.00	(1,131,700.00)	.0
85-44-63	ADMINISTRATION	2.00	2.00	20,000.00	19,998.00	.0
	TOTAL EXPENDITURES	<u>1,131,702.00</u>	<u>1,131,702.00</u>	<u>20,000.00</u>	<u>(1,111,702.00)</u>	<u>5658.5</u>
	TOTAL FUND EXPENDITURES	<u>1,131,702.00</u>	<u>1,131,702.00</u>	<u>20,000.00</u>	<u>(1,111,702.00)</u>	<u>5658.5</u>
	NET REVENUE OVER EXPENDITURES	<u>(1,131,702.00)</u>	<u>(1,131,702.00)</u>	<u>.00</u>	<u>1,131,702.00</u>	<u>.0</u>

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

GENERAL FIXED ASSETS

ASSETS

PROPERTY AND EQUIPMENT

91-1611	LAND	3,909,351.70	
91-1612	INFRASTRUTURE	11,617,967.24	
91-1621	BUILDINGS	2,158,604.66	
91-1631	IMPROVMNTS OTHER THAN BLDGS.	2,013,750.43	
91-1641	OFFICE FURNITURE AND EQUIPMENT	72,662.97	
91-1651	MACHINERY AND EQUIPMENT	461,017.42	
91-1661	AUTOMOBILES AND TRUCKS	697,505.18	
91-1750	ACCUMULATED DEPRECIATION	(3,798,053.44)	
	TOTAL PROPERTY AND EQUIPMENT		17,132,806.16
	TOTAL ASSETS		17,132,806.16

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	17,132,806.16	
	BALANCE - CURRENT DATE	17,132,806.16	
	TOTAL FUND EQUITY		17,132,806.16
	TOTAL LIABILITIES AND EQUITY		17,132,806.16

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2016

FUND 92

LIABILITIES AND EQUITY

LIABILITIES

92-2000	LONG TERM DEBT ACCOUNT GROUP	696,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE	53,048.66	
	TOTAL LIABILITIES		749,048.66

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(749,048.66)	
	BALANCE - CURRENT DATE	(749,048.66)	
	TOTAL FUND EQUITY		(749,048.66)
	TOTAL LIABILITIES AND EQUITY		.00

City Council Staff Report



Subject: Emigrant Trail Grant
Author: Boyd Davis
Department: Community Development
Date: October 18, 2016

Background

The City was the recipient of a grant to extend the emigrant trail to the north connecting it to the trail in Hooper. However, after recent experience with a similar grant we are concerned with the cumbersome and costly requirements associated with the grant. It is likely that the grant will not be accepted.

Analysis

West Point City was awarded a \$350,000 trail grant. The grant that was received is called the Transportation Alternative Program (TAP) Grant and is administered by the Wasatch Front Regional Council. The TAP grants are federally funded and any project using these types of funds must follow the federally approved process, which includes environmental studies, detailed engineering plans, and extensive construction oversight, among other things. In our experience, these requirements raise the cost of construction too high and are not worth the expense. In fact, it is likely that the City could construct the trail, using City funds, for the same amount, or close to the same amount, as the matching funds that the City is required to pay.

The 200 South trail was recently completed using TAP funds and it was very expensive. You may remember that the last portion of the trail was completed by Davis County, using City funds. Below is a summary of the costs of both phases of the trail.

200 South Trail

	Funds	Length	Cost	City Match	Time
Phase 1	TAP	1 ½ miles	\$510,000	\$55,000	3 years
Phase 2	City	¾ mile	\$25,000	-	1 month

Recommendation

Staff recommends that the Council not accept the TAP grant for the Emigrant Trail.

Significant Impacts

None

Attachments

None

City Council Staff Report



Subject: Proposed Amendments to the Zoning Code
Author: Boyd Davis
Department: Community Development
Date: October 18, 2016

Background

There is currently a moratorium in place in the City for all new subdivisions or zoning requests. The Council expressed concerns about the current zoning code and suggested that it be updated before any other applications were made.

This report discusses the ideas that staff has talked about recently regarding possible amendments to the code. This has not been finalized and will require much more input from the Planning Commission and City Council, but it seems appropriate to discuss the concepts with the Council before proceeding.

Analysis

The amendments are focused on the three single family residential zones (R-1, R-2, and R-3). Each of these zones have a minimum lot size requirement of 12,000 sq. ft., 10,000 sq. ft., and 9,000 sq. ft., respectively. It has been proposed that the minimum lot size be increased, but with the opportunity to keep the current lot sizes if certain requirements or conditions are met. These requirements include:

- A defined architectural theme
- A detailed landscaping plan
- A detailed maintenance plan

These items would be defined in a developer's agreement, approved by the City Council, and would be binding upon the developer of the subdivision. If the developer does not want to enter into the agreement, then he would still have the option of developing the property, but with larger lots as defined in the code.

Staff is currently working on a full ordinance that will be presented to the Planning Commission and City Council for consideration. More details will be shared once the ordinance is completed.

Recommendation

No action required. This is for discussion purposes only.

Significant Impacts

None

Attachments

None



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
October 4, 2016**

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

Administrative Session
6:00 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on October 4th, 2016 at 6:00 pm with Mayor Craythorne presiding.

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

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; Jolene Kap, Community Affairs Assistant; and Casey Arnold, City Recorder

VISITORS: Rob Ortega

1. Discussion of Youth Council – Mrs. Kap

Mrs. Kap stated that 52 kids participated in the 2016 Youth Council, with over 2,000 service hours completed. 12 of the participants received the Presidential Award, meaning they completed at least 100 individual service hours. Trish Eistheimer, the Youth Council Advisor for the previous three years, has asked to step down from her role, as she has many other responsibilities that she needs more time to focus on. Mrs. Kap recommends that Chersty Titensor, the 2015-2016 Assistant Advisor, be approved as the 2016-2017 Youth Council Advisor, with Raini Tucker approved as the new Youth Council Assistant Advisor. Mrs. Titensor is very service-oriented and plans to have the Youth Council members continue to focus on service and volunteer opportunities. There are currently 54 participants for the 2017 Youth Council, but applications will continue to be taken as they come.

2. Discussion Regarding the Law Enforcement Contract with Davis County – Mr. Kyle Laws

Mr. Laws stated that he and the Mayor have met with Commissioner Petroff and Sheriff Richardson, and have discussed the details of the contract. In those discussions, Davis County has agreed to a new five-year contract, with the proposed compensation increase as follows:

a. The City agrees to pay the County for the law enforcement services provided under this Agreement as follows:

- 1) From July 1, 2016 through June 30, 2017, \$6,794.84 per month;*
- 2) From July 1 2017 through June 30, 2018, \$9,658.63 per month;*
- 3) From July 1 2018 through June 30, 2019, \$12,522.42 per month;*
- 4) From July 1 2019 through June 30, 2020, \$15,386.21 per month; and*
- 5) From July 1 2020 through June 30, 2021, \$18,250.00 per month.*

Over the next 5 years the cost increases are significant, but as has been discussed in previous sessions, the City feels that it should be paying more than it has in the past. Mayor Craythorne commented that in Davis County, there is the general feeling that the cities' property taxes who do not contract with the Davis County Sherriff's Department for their law enforcement services are subsidizing the smaller contract cities (like West Point), and he believes that may be a valid point. Agreeing to this increase will help to balance the cost sharing. However, Mayor Craythorne stressed to the Sherriff's Department that a larger presence of officers in the City would be needed as a result of the increase. The Mayor also requested quarterly reports from the Sheriff Department to the Council.

Council Member Turner inquired as to whether we have considered joining with Clearfield or Clinton Cities for law enforcement services, to which the Mayor replied that as "we are currently getting such a good deal" that has not yet been analyzed. In the future, that may be something to look at, but the Mayor feels that even with this increase, the City will not be able to find a less expensive option.

The new contract also includes the addition of "City Manager" to the list of who may request report information from the Department.

3. Discussion Regarding the Heslop Place Townhouses – Mr. Boyd Davis

Mr. Davis stated that a meeting with Mike Schultz and Kyle Hamblin (developers), members of Staff, and Council Member Petersen and Council Member Dawson was held. The meeting was very productive and all of the Council's concerns with the design plans were addressed and resolved. The developer agreed to add dormers on the rear of the main roof on the end units, install continuous covered porches on the rear of all buildings, and add stucco trim on the 1' bump-outs on the rear of the buildings (excluding duplexes).

Though an agreement was reached in this case, Council Member Petersen stated that the design is still not entirely what the Council would have liked to see. He suggested that the City Code regarding "architectural design" be revisited and specific requirements be added to avoid issues like this in the future. Council Member Turner agreed, and stated that multi-family dwellings should have higher standards than a single-family dwelling. The Council agreed.

4. Discussion Regarding the Engineering Proposal for the 650 N Reconstruction Project – Mr. Boyd Davis

Mr. Davis stated that the 650 N Project has been on the Capital Projects List for over 10 years. The project area is on 650 N from roughly 4550 W to 5000 W, and the plan is to reconstruct the asphalt, install curb, gutter and sidewalk, install a storm drain, and redo the sewer line. The area has had significant flooding issues, and the installation of the storm drain is one of the most significant improvements. The sewer line needs to be raised because of its connection to the North Davis Sewer District line on 5000 W. Since the road will be torn up and reconstructed, it is logical to install the curb, gutter and sidewalk at the same time. The City is still under contract with Gardner Engineering, and they have submitted a proposal for \$89,000, which includes the design, bidding, construction management, and public involvement. Staff feels that public involvement could be adequately handled in-house, which will reduce the cost.

The exact length of the project and affected houses is still to be discussed, and as Council Member Petersen commented, there may be certain design challenges that could result in having to scale back the project. The Council agreed to approve the proposal, subject to any changes that may arise, at which point the proposal will need to be reapproved.

5. Discussion Regarding the Street Maintenance Contract – Mr. Boyd Davis

As part of the City's Street Maintenance Project this year, Mr. Davis stated that the Public Works Department went out and identified several areas in the City that need asphalt patch work. The total area was roughly 31,000 sq. feet. Three bids were received, and Advanced Paving came in at the lowest cost of \$99,817.60. Advanced Paving will not be able to complete much, if any, of the work this late in the year, but have agreed to hold their prices through the winter and complete the work in the spring. City Code requires that three written bids be received and the other two bids received were from Post Asphalt (\$122,353.20) and Consolidated Paving (\$183,791.75). The budget for street maintenance is \$200,000, so Advanced Paving's bid is within budget.

6. Discussion of D&WCC Secondary Water Meter Installation for FY2017 – Mr. Kyle Laws

Mayor Craythorne reminded the Council of the background of the secondary water meter installation, and how when D&WCC first began installing the meters, the Council was made aware of the project by disgruntled residents. The Council had no idea that the meters were being installed, let alone where and why. Since that time, the City has requested that they be notified before any new meters are installed. Mr. Laws recently met with D&WCC, and they provided a map of the meters that will be installed throughout this winter. Mr. Laws stated that D&WCC is moving eastward through the City, and is concentrating on the bigger lots to cover more surface area with the limited number of meters that they have available to install. This round of installations does not go further south than 800 N. Mr. Laws stated that he appreciated that D&WCC came to the City and notified them of the installation area, and supplied their reasoning on why they are focusing on certain areas. The Council agreed and felt that it will be easier to answer residents' questions as they are now better informed about the project. Mayor Craythorne stated that they have also put door hangers on all the residents' doors that will be having meters installed on their property, and they are very informative of the details of the project.

Additional Item

The Council has been invited to attend a tour of the waste management facility. Mayor Craythorne strongly suggested that all members make themselves available to attend a tour, as they will learn very important information about future plans for the facility. A time will be set up for the Council to tour.

The Administrative Session adjourned.



**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
October 4, 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 October 4th, 2016 at approximately 7:00 pm with Mayor Craythorne presiding.

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

EXCUSED – None

CITY EMPLOYEES PRESENT – Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; Jolene Kap, Community Affairs Assistant; and Casey Arnold, City Recorder

VISITORS PRESENT – Pete Bark, Carlene Bush, Laura Richins, Marv Drake, Andrea Magness, Seffker Family, Hamblin Family, Landon Reber, Kaylee Buist, Brooklyn Buist, Molly Buist, Charlene Johnston, Alan Johnston, Amber Larsen, Branden Miles, Shenara Jaynes, Jason Nelson, Candace Shakespeare, McCarrey Family, Dewey Family, Price Family, Pehrson Family, Kaitlyn Nelson, Isaac Bair, Taya Tobler, Bob Beelek, Howard Stoddard, Marv Drake, Kelly Stokes, Chersty and Jeremy Titensor, Shepherd Ferrell, Bud Jones, Tammy Wooten, Christensen Family, Chloe Titensor, Nicole Leavitt, Hunter Stanger, Jed Hamblin, Trish Eistheimer, Riele Dewey, Sidney Bair, Jacob Hebertson, Michelle King, Hayden Kemp, Heidi and Cydney Hall, Adrianna Hebertson, Rob Ortega, Joey Beckstead, Josh Reading, and Maya Tucker.

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

Council Member Henderson – no comment

Council Member Turner – no comment

Council Member Petersen – as a Board Member of the North Davis Fire District, he would like to remind and invite all those in attendance that on Tuesday, October 11th, the Fire Station in West Point will be holding an open house with fire prevention displays, games, treats, fire truck rides, clowns, etc. It is a fun and educational event for the whole family to attend.

Council Member Dawson – no comment

Council Member Chatterton – no comment

Mayor Craythorne – encouraged the Council to arrange their schedules to attend a tour of the Waste Management Facility, as they will be discussing important information, such as the future plans for the facility and expansion.

5. **Communications from Staff**

Mr. Laws reminded the Council of the quarterly Staff and Council Lunch at City Hall on October 26th. On Monday, October 10th, City Staff will be attending an all-day training, so City Hall will be closed. That Monday is Columbus Day, and that day was chosen for the training because as many government entities will be closed, residents would be least affected by the closure.

6. Citizen Comment Follow-Up

There was one comment by Mr. James Davis at the previous Council meeting, and his comment was in regards to safely transporting his kids to school as his home under the 2 mile requirement to be allowed access to the bus. His home is on 2000 W directly across from Smith's, and his kids are the only ones in the neighborhood not allowed to ride the bus. His daughter was almost hit by a car crossing 300 N at 2000 W, and that was a scary situation for the family. That intersection does not have a crossing guard, and does not warrant one due to the low number of students that cross there. Mr. Davis wanted to know if there was anything the City could do to help them. Mr. Laws stated that he told Mr. Davis the City had no control over the bussing requirements, but that he would definitely try to make some calls to his contacts to resolve the issue. Mr. Laws suggested that the family look into carpooling options, but as there are no other kids in the neighborhood that do not have access to the bus, there are no options available. Mr. Laws spoke with a representative of the Transportation Department, who agreed to re-measure the distance from the school to Mr. Davis' home, but stated that the bus in that area is already 12 students over capacity. In summary, the City has attempted to reach out, but it may be an unfortunate situation that cannot be resolved for the Davis family.

7. Citizen Comment

Marv Drake – 345 N 4000 W: Mr. Drake is a member of the Military Memorial Committee, and the Committee has been discussing adding, at the periphery of the Monument, a small recognition of Arlene Ross, who he believes was probably the most influential in getting the whole Memorial project started. She collected many veterans' names and due to the number of veterans in the City, thought that there should be a memorial in the City. Mr. Drake appreciated the support of the Council and the residents for the Memorial, and would like approval of the Council for the recognition of Arlene Ross. Mayor Craythorne stated that the item was discussed in the previous Council Meeting, and while it does not require a vote, the Council was in agreeance with the Committee's plans for the Recognition. Mr. Drake stated that they would press on with the recognition project.

Howard Stoddard – 4080 W 800 N: Mr. Stoddard thanked the Council and the residents for their support of the Memorial project. The dedication is planned for November 11th, 2016 at 11:00 am, and he invited all to attend. At 11:11, they would like to have a moment of silence to honor the veterans. He also thanked the Youth Council for their efforts with the 4th of July celebration, and their support of the Committee's fundraising at that event.

Patti Seffker – 523 N 2550 W: Mrs. Seffker thanked the Council for the land donated for the Community Garden. Many youth in the City have volunteered at the Garden, and it has grown close to 5,000 pounds of food for homeless shelters, the Family Connection Center, and more. Not only did the City donate the land for the Garden, but they have assisted in anything asked to make the Garden flourish.

8. Consideration of Approval of Minutes from the September 20, 2016 City Council Meeting

Council Member Petersen motioned to approve the minutes from the September 20, 2016 City Council Meeting Council Member Henderson seconded the motion

Council Member Dawson stated that the Roll Call Vote for Ordinance No. 09-20-2016A, Approving Amendments to the West Point City Street Cut Permit Policy, has “Excused” by his name; he was in attendance at the meeting and voted in the affirmative.

Council Member Petersen amended his motioned to approve the minutes from the September 20, 2016 City Council Meeting subject to the correction of Council Member Dawson’s affirmative vote
Council Member Henderson amended his second
The Council unanimously agreed

9. Consideration of Approval of Chersty Titensor as Youth Council Advisor – Mayor Erik Craythorne

Mayor Craythorne wanted to express his sincere appreciation for Mrs. Trish Eistheimer and her devotion to her position as Youth Council Advisor. The Mayor did not believe that the effect that she has had on the City and its youth could ever be quantified, but he wanted her to know how much she was valued and appreciated.

As Mrs. Estheimer is stepping down as Advisor, Chersty Titensor has stepped forward as the new Youth Council Advisor and Mrs. Raini Tucker as Assistant Youth Council Advisor. The Mayor expressed his appreciation for their willingness to take on these roles.

Council Member Dawson motioned to approve Chersty Titensor as Youth Council Advisor
Council Member Chatterton seconded the motion
The Council unanimously agreed

10. Swearing in of 2016-2017 Youth Council Members – Mayor Erik Craythorne

Mayor Craythorne asked all Youth Council Members to stand, for all the others in attendance to see the quality of youth in our City. These youth are willing to set aside other hobbies and make time to serve in and give back to their community. Mrs. Kap stated that there were 52 members of the 2015-2016 Youth Council, and they submitted over 2,900 service hours. 12 of those members received the Presidential Award, which meant that they individually completed 100 service hours. Mayor Craythorne applauded those being sworn in for wanting to be a part of this great program, and announced the 2016-2017 Youth Council Members:

Ashby, Bridger	Kaufusi, Nathan	Reading, Josh
Bair, Isaac	Kemp, Hayden	Reber, Landon
Bair, Sidney	Larsen, Tyler	Richins, Elijah
Broadbent, Kami	Magness, Aiden	Richins, Jarom
Buist, Brooklyn	McCarrey, Kylee	Seffker, Johnny
Buist, Kaylee	Michaels, Shay	Shakespear, Dylan
Christensen, Lucy	Miles, Blake	Shakespear, Mickell
Christensen, Steven	Nelson, Kaitlyn	Stokes, Ella
Dewey, Rieley	Orton, Angelina	Taggart, Amy
Hamblin, Brooklyn	Orton, James	Titensor, Jeremy
Hamblin, Emma	Orton, Katie	Tobler, Dallan
Hamblin, Kalli	Pherson, Isaac	Tobler, Tevan
Hamblin, Kason	Pherson, Johnathan	Tucker, Maya
Hebertson, Jacob	Price, Brinlee	
Kap, Kamry	Price, Ryland	

Titensor, Chloe	MAYOR
Leavitt, Nicole	MAYOR PRO-TEM
Stanger, Hunter	CITY MANAGER
King, Michelle	CITY RECORDER
Estheimer, Erin	CO-CITY RECORDER
Tobler, Taya	TREASURER
Stokes, Chloe	HEAD CHAIR
Seffker, Melissa	CO-HEAD CHAIR
Kap, Kylie	HISTORIAN
Jude, Jessica	COMMUNITY RELATIONS
Leerskov, Loran	COMMUNITY RELATIONS
Beckstead, Joey	COMMUNITY RELATIONS

The 2016-2017 Youth Council Members and Officers were sworn in.

11. Consideration of Final Approval of the Torroweap Subdivision – Mr. Boyd Davis

Mr. Davis stated that the Torroweap Subdivision is located at 1300 N and 4300 W. Concerns have been raised about the draining issues and potential impacts on the homes in the existing Pheasant Creek Subdivision to the west, which have had serious flooding issues. The original plan was to drain the subdivision to the south to the existing storm drain on 1300 North. However, that required that the entire site be filled to a depth of 5 ft., which would create a drop off from the lots to the existing homes on the north and west. This drop off would increase flooding issues for the existing homes. To combat these problems, the new design plan is to install a drain through the side yard of an existing home to connect to the storm drain in the Pheasant Creek Subdivision, which does have capacity for the new subdivision. The existing retention pond in Pheasant Creek has capacity for the Torroweap Subdivision as well. The developers will also install land drains on the lots, as well as land drains on the lots of the homes in Pheasant Creek that connect to the new lots. There is a public utility easement on Lot 4 of the Pheasant Creek Subdivision where the land drain will be installed, and the homeowners have agreed to that installation. Mr. Davis has spoken with the City Attorney, who believes that the installation of the storm drain is an acceptable use of the public utility easement. The drain will be a West Point City storm drain. The existing retention pond is also owned by the City.

While it is not ideal to install a drain through the side yard of a home, the yard drains and shallow land drains will also likely help the drainage situation for some of the homes in the Pheasant Creek Subdivision.

Council Member Chatterton motioned to approve the Torroweap Subdivision
 Council Member Petersen seconded the motion
 The Council unanimously agreed

12. Consideration of Approval of Release of Warranty for Bartholomew Lane Phase 2 – Mr. Boyd Davis

Mr. Davis stated Bartholomew Lane Phase 2 is located at 3600 W 1300 N, and the developers have completed all of the items and the one year warranty period. The developers are requesting that it be removed from warranty. Staff has completed its inspections and recommends removing the Subdivision from warranty.

Council Member Petersen motioned to approve the Release of Warranty for Bartholomew Lane Phase 2
 Council Member Dawson seconded the motion

The Council unanimously agreed

13. Consideration of Approval of Contract with Gardner Engineering for the 650 N Reconstruction Project – Mr. Boyd Davis

Mr. Davis explained that the project on 650 N is from 5000 W to 4550 W, and will consist of reconstructing asphalt, installing storm drain, re-doing a portion of the sewer system, and installing curb, gutter and sidewalk. The proposal received from Gardner Engineering is for the design, bidding, construction management, and public involvement and is for \$89,000. In the Administrative Session, the Council inquired as to whether the contract could be amended should the project need to be scaled back. Staff will discuss that issue with Gardner Engineering. Mayor Craythorne stated that the Contract could be approved, subject to any changes that may need to be made, at which point the Council would have to reapprove the Contract.

Council Member Petersen motioned to approve the Contract with Gardner Engineering, subject to requiring re-approval of the Contract if any changes are made to the project area.

Council Member Dawson seconded the motion

The Council unanimously agreed

14. Consideration of Approval of Street Maintenance Contract – Mr. Boyd Davis

Mr. Davis stated that the Public Works Department has identified 31,000 sq. feet of asphalt throughout the City that needs to be patched. The City received three bids for the project, and the lowest bid was submitted by Advanced Paving for \$99,817.60. Advanced Paving will honor that bid through the winter and complete the project in the spring.

Council Member Turner motioned to approve the Street Maintenance Contract with Advanced Paving.

Council Member Henderson seconded the motion

The Council unanimously agreed

15. Motion to Adjourn the General Session

Council Member Petersen motioned to adjourn the General Session

Council Member Turner seconded the motion

The Council unanimously agreed

MAYOR ERIK CRAYTHORNE October 18, 2016
DATE

CASEY ARNOLD, CITY RECORDER October 18, 2016
DATE

City Council Staff Report

Subject: Law Enforcement Contract/Interlocal Agreement
Author: Kyle Laws
Department: Executive
Date: October 18, 2016



Background

Law enforcement services in West Point City are provided by the Davis County Sheriff's Office. The scope of services the City receives and the City's obligations are determined through an Interlocal agreement most recently readopted in March 2013. The current Interlocal agreement with Davis County is set to expire in 2020. With the addition to Smith's Marketplace and in order for the County to bring equity to their contract cities, they have requested that we revise and amend the agreement with them.

Staff has been in contact with the County Sheriff, Todd Richardson, and members of the County Commission and have discussed changes to the current contract.

Analysis

For the most part the new Interlocal Agreement mirrors the old one. There are, however, a few points for consideration.

Compensation (Section 2)- The compensation schedule under the new contract will read as follows:

- 1) From July 1, 2016 through June 30, 2017, \$6,794.84 per month (\$81,538.08/year);
- 2) From July 1, 2017 through June 30, 2018, \$9,658.63 per month (\$115,903.56/year);
- 3) From July 1, 2018 through June 30, 2019, \$12,522.42 per month (\$150,269.04/year);
- 4) From July 1, 2019 through June 30, 2020, \$15,386.21 per month (\$184,634.52/year); and
- 5) From July 1, 2020 through June 30, 2021, \$18,250.00 per month (\$219,000.00/year).

Term (Section 7)- The current agreement runs through June 30, 2020. The new agreement is for a new 5-year term and will expire June 30, 2021.

Reports (Section 8)- The agreement outlines the reporting structure we can expect to see from the County. It seems appropriate that we add "City Manager" to the list of who may request other information. This has been updated in the agreement.

The City Attorney, Felshaw King, has reviewed this new agreement and has indicated his favorable approval.

Recommendation

Staff Recommends that the City Council approve Resolution No. 10-18-2016A, approving the Interlocal Cooperation Agreement for Law Enforcement Services with Davis County.

Significant Impacts

No significant impacts at this time.

Attachments

- Resolution No. 10-18-2016A
- Interlocal Cooperation Agreement for Law Enforcement Services

RESOLUTION NO. 10-18-2016A

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR LAW ENFORCEMENT SERVICES IN WEST POINT CITY

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

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

WHEREAS, Davis County provides law enforcement services through the Davis County Sheriff’s Office under the direction of the Davis County Sheriff and employees as provided and described in Utah State Code 53-13-103, Utah Code Annotated;

WHEREAS, the City desires to continue contracting said services from Davis County for the period of July 1, 2016 to June 30, 2021; and

WHEREAS, both the City and Davis County are willing to enter into an agreement that the County provide law enforcement services to City pursuant to the Utah Interlocal Cooperation Act (Chapter 13, Title 11, UCA 1953, as amended);

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS: The West Point City Council affirms that the Mayor is authorized to sign an Interlocal Agreement with Davis County, State of Utah in order to provide law enforcement services to a service area in West Point City.

PASSED AND ADOPTED this 18th day of October, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

Recitals

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

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

D. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

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

1. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff’s Office, shall provide the following law enforcement services to the City under this Agreement:

1) Traffic enforcement, preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

2) The law enforcement services provided by the County, through the Sheriff’s Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City’s ordinances, and, thus, shall, under the terms of this Agreement, enforce the City’s ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

3) Provide all law enforcement equipment necessary for the County, through the Sheriff’s Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

4) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Davis County Justice Court, assuming it is permitted by law;

5) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, Class C misdemeanors, or Class B misdemeanors, or which may otherwise be filed in the Davis County Justice Court, shall be filed in the Davis County Justice Court;

6) If the offender is a juvenile, whether under state law or the City's ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors, or which may otherwise be filed in the Davis County Justice Court, shall be filed in the Davis County Justice Court, except those areas specifically reserved for the juvenile court, such as DUI's involving juveniles;

7) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

8) The City shall notify the County of the date, time, and place of any proceeding before the Davis County Justice Court, as well as the name of the officer or employee of the County needed in those proceedings; such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten days prior to the proceeding; if the proceeding is scheduled within less than ten days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee;

9) If an officer or employee who has received notice of a proceeding before the Davis County Justice Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact, and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee; and

10) If an officer or employee of the County should not be able to attend a court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the Davis County Justice Court not less than forty-eight hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

2. Compensation.

a. The City agrees to pay the County for the law enforcement services provided under this Agreement as follows:

- 1) From July 1, 2016 through June 30, 2017, \$6,794.84 per month;
- 2) From July 1, 2017 through June 30, 2018, \$9,658.63 per month;
- 3) From July 1, 2018 through June 30, 2019, \$12,522.42 per month;
- 4) From July 1, 2019 through June 30, 2020, \$15,386.21 per month; and
- 5) From July 1, 2020 through June 30, 2021, \$18,250.00 per month.

The foregoing monthly payment amounts shall be paid by City to County within thirty calendar days of receiving an invoice from the County.

b. Any state liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available state liquor revenue funds attributable to the City.

3. Narcotic Strike Force. Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this Agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

4. Warrants.

a. Administration of the City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

b. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

c. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

d. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

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

6. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2021 at 11:59 p.m. (the "Term").

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

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be

required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

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

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

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

8. Reports. The County, through the Sheriff's Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City's ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City's Mayor, Manager or its City Council. These reports shall be submitted by the County to the City, through the City's Mayor, Manager or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.

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

<u>To the City:</u> West Point City Attention: City Manager 3200 West 300 North West Point, UT 84015	<u>To the County:</u> Davis County Attn: Sheriff P.O. Box 618 Farmington, UT 84025
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10. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party's actions, activities, or business.

11. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City

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

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

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

13. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this Agreement shall be administered by the governing bodies of each of the Parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition.

14. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEST POINT CITY

Mayor
Dated: _____

ATTEST:

West Point City Recorder
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Point City Attorney
Dated: _____

DAVIS COUNTY

Chair, Board of Davis County Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office
Dated: _____

City Council Staff Report

Subject: Heslop Place Subdivision Final Approval
Author: Boyd Davis
Department: Community Development
Date: October 18, 2016

Background

The Heslop Place subdivision, developed by Castle Creek Homes, has received preliminary approval for a 69-unit townhouse development. At the last Council meeting the design drawings of the exterior of the buildings were presented to the Council and it seemed that the design was acceptable. This was required before proceeding to final approval of the subdivision. They are now ready to be considered for final approval.

Analysis

The Planning Commission will review the proposed subdivision at their meeting on October 13th. The results of that meeting will be shared at the Council meeting.

Staff has reviewed the plans for the proposed subdivision and has given comments to the developer to have corrected. The developer has submitted a new set of plans and have made the necessary corrections. There are a few items of interest to note:

- There will be a total of 69 units on a single access. This is allowed with Council approval.
- There will be a temporary turn-around at the end of the street.
- The storm drain will connect to the existing drain in 1875 W. The developer will patch ½ of the road width on 1875 west as required under the new policy.
- There are two private streets on the plat that will be maintained by the HOA.
- The landscape plan includes an 8 ft. landscape strip on 800 N as required by code. The plan will be approved by the Planning Commission.

Recommendation

Staff recommends final approval of the Heslop Place Subdivision.

Significant Impacts

None

Attachments

Plat

HESLOP PLACE SUBDIVISION

PART OF THE SOUTHWEST QUARTER OF SECTION 34, T.5N., R.2W., S.L.B.&M., U.S. SURVEY
WEST POINT CITY, DAVIS COUNTY, UTAH
NOVEMBER, 2015

LEGEND

- CALCULATED SECTION CORNER
- SET STREET MONUMENT
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- FOUND REBAR & CAP MARKED "REEVE & ASSOCIATES"
- FOUND REBAR & CAP MARKED "GREAT BASIN"

P.U.E. = PUBLIC UTILITY EASEMENT

— BOUNDARY LINE

— LOT LINE

— ADJOINING PROPERTY

— ROAD CENTERLINE

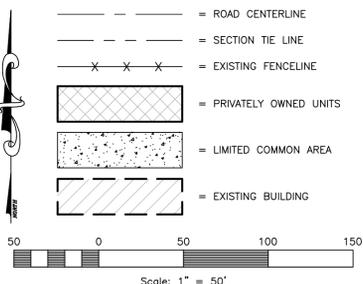
— SECTION TIE LINE

— EXISTING FENCELINE

— PRIVATELY OWNED UNITS

— LIMITED COMMON AREA

— EXISTING BUILDING



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	15.00'	23.57'	21.21'	14.99'	S45°06'06"W	89°58'22"
C2	120.00'	101.89'	98.85'	54.24'	N24°12'29"W	48°38'48"
C3	180.00'	79.59'	78.94'	40.46'	S35°51'52"E	25°20'03"
C4	237.18'	26.63'	26.61'	13.33'	S19°58'53"E	6°25'56"
C5	237.18'	69.85'	69.63'	35.19'	N06°19'30"W	16°42'50"
C6	25.00'	11.90'	11.79'	6.06'	N13°31'04"W	27°15'58"
C7	65.00'	163.94'	123.61'	203.10'	N45°06'10"E	144°30'26"
C8	65.00'	12.41'	12.38'	6.07'	N21°49'11"W	11°39'44"
C9	65.00'	54.53'	52.95'	28.99'	N07°32'49"E	48°04'16"
C10	65.00'	29.82'	29.56'	15.18'	N44°43'32"E	26°17'10"
C11	65.00'	24.38'	24.24'	12.34'	N68°36'51"E	21°29'29"
C12	65.00'	12.86'	12.84'	6.45'	N85°01'34"E	11°19'57"
C13	65.00'	30.25'	29.98'	15.40'	N75°58'32"W	26°39'50"
C14	25.00'	11.90'	11.79'	6.06'	S76°16'36"E	27°15'58"
C15	20.00'	31.41'	29.99'	19.99'	S45°06'10"W	89°58'30"
C16	207.18'	84.30'	83.72'	42.74'	N11°32'28"W	23°18'46"
C17	207.18'	41.63'	41.56'	20.88'	N05°38'25"W	11°30'40"
C18	207.18'	42.15'	42.08'	21.15'	S17°22'09"E	11°39'23"
C19	117.18'	41.67'	41.57'	20.93'	N06°37'18"W	13°28'26"
C20	177.18'	30.43'	30.39'	15.25'	S18°16'41"E	9°50'20"
C21	120.00'	53.06'	52.63'	26.97'	S35°51'52"E	25°20'03"
C22	150.00'	66.32'	66.79'	33.71'	N35°51'52"W	28°20'03"
C23	150.00'	121.36'	123.57'	67.80'	S24°12'29"E	48°38'48"
C24	150.00'	109.29'	106.89'	57.20'	S27°39'29"E	41°44'48"
C25	150.00'	18.06'	18.05'	9.04'	N05°20'05"W	6°54'00"
C26	180.00'	11.59'	11.50'	5.80'	S46°41'14"E	9°41'10"
C27	180.00'	24.01'	23.99'	12.02'	S41°01'17"E	7°38'34"
C28	180.00'	32.92'	32.88'	16.51'	S31°51'36"E	10°28'48"
C29	180.00'	34.50'	34.45'	17.30'	S21°13'44"E	10°28'56"
C30	180.00'	31.69'	31.65'	15.89'	N10°41'38"W	10°03'17"
C31	180.00'	18.11'	18.10'	9.06'	N02°46'02"W	5°45'55"
C32	15.00'	23.57'	21.22'	15.01'	S44°53'54"E	90°01'38"

ADDRESS TABLE

UNIT	ADDRESS	UNIT	ADDRESS
1	1844 WEST	36	1844 WEST
2	1834 WEST	37	1852 WEST
3	1840 WEST	38	1860 WEST
4	1852 WEST	39	1868 WEST
5	1858 WEST	40	1867 WEST
6	1852 WEST	41	1859 WEST
7	1847 WEST	42	1851 WEST
8	1843 WEST	43	1843 WEST
9	1833 WEST	44	1835 WEST
10	1827 WEST	45	1827 WEST
11	1810 WEST	46	1819 WEST
12	1818 WEST	47	1811 WEST
13	1826 WEST	48	1805 WEST
14	1832 WEST	49	1795 WEST
15	1844 WEST	50	1789 WEST
16	1850 WEST	51	1781 WEST
17	1856 WEST	52	1773 WEST
18	1856 WEST	53	1765 WEST
19	1849 WEST	54	1868 NORTH
20	1843 WEST	55	1872 NORTH
21	1837 WEST	56	1878 NORTH
22	1809 WEST	57	1882 NORTH
23	1803 WEST	58	1886 NORTH
24	1797 WEST	59	1890 NORTH
25	1791 WEST	60	1894 NORTH
26	705 NORTH	61	1898 NORTH
27	701 NORTH	62	1902 NORTH
28	697 NORTH	63	1906 NORTH
29	693 NORTH	64	1910 NORTH
30	689 NORTH	65	1914 NORTH
31	685 NORTH	66	1918 NORTH
32	1812 NORTH	67	1922 NORTH
33	1820 NORTH	68	1926 NORTH
34	1828 NORTH	69	1930 NORTH
35	1836 NORTH		

DESIGN SPECS.

TOTAL AREA.....6.62 ACRES
 AREA OF RIGHT-OF-WAY.....1.37 ACRES
 AREA OF BUILDINGS.....1.46 ACRES
 AREA OF DRIVEWAYS.....0.73 ACRES (11.0%)
 OPEN SPACE.....0.06 ACRES (46.2%)
 PROPOSED NUMBER OF UNITS 69 (10.42 UNITS/ACRE)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°54'35"E	10.00'
L2	N89°54'05"W	14.02'
L3	S00°06'55"W	10.81'
L4	S03°00'14"E	15.30'
L5	S00°06'55"W	26.08'
L6	N89°54'05"W	13.98'
L7	S89°54'05"E	10.00'
L8	N00°06'55"E	10.03'
L9	N00°05'25"E	10.01'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAN IS THE SECTION LINE BETWEEN FOUND BRASS CAP MONUMENTS AT THE NORTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE & MERIDIAN, SHOWN HEREON AS: S26°29'26"E

NARRATIVE

THE PURPOSE OF THIS PLAN IS TO DIVIDE THIS PROPERTY INTO A SUBDIVISION. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 3/4" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD LINE IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

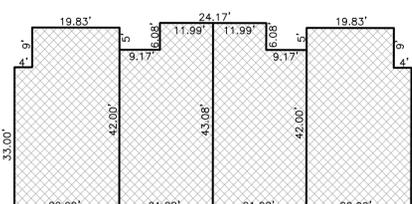
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, SAID POINT BEING N89°54'43"W 1762.73 FEET AND S00°05'17"W 2882.03 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE S89°54'35"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 244.99 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 101.89 FEET, A CHORD BEARING OF S45°06'06"W, AND A CHORD LENGTH OF 21.21 FEET; THENCE S00°06'55"W 91.04 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 109.99 FEET, A RADIUS OF 120.00 FEET, A CHORD BEARING OF S24°12'29"E, AND A CHORD LENGTH OF 98.85 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.59 FEET, A RADIUS OF 180.00 FEET, A CHORD BEARING OF S35°51'52"E, AND A CHORD LENGTH OF 78.94 FEET; THENCE S89°54'35"E 120.70 FEET TO THE WESTERLY BOUNDARY LINE OF WEST FAIRFIELD ESTATES SUBDIVISION; THENCE S00°06'55"W ALONG THE WESTERLY BOUNDARY LINE OF WEST FAIRFIELD ESTATES SUBDIVISION AND WEST FAIRFIELD ESTATES SUBDIVISION PHASE 2, 497.72 FEET TO THE NORTHERLY BOUNDARY LINE OF FREW ESTATES NO. 11; THENCE N89°54'35"W ALONG THE NORTHERLY BOUNDARY LINE OF FREW ESTATES NO. 11 AND T FREW SUBDIVISION, 453.73 FEET; THENCE N00°06'55"E 116.61 FEET; THENCE N03°00'14"W 60.09 FEET; THENCE N00°06'55"E 116.61 FEET; THENCE S89°54'35"E 19.21 FEET; THENCE N00°06'55"E 464.53 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 800 NORTH STREET AND TO THE POINT OF BEGINNING.

CONTAINING 288,342 SQUARE FEET OR 6.619 ACRES



VICINITY MAP

SCALE: NONE



TYPICAL BUILDING LAYOUT

SCALE: NONE

NOTES:

- ALL COMMON AREA TO BE CONSIDERED AS PUBLIC UTILITY AND DRAINAGE EASEMENT.
- ALL AREAS NOT LABELED LIMITED COMMON OR PRIVATELY OWNED UNITS IS COMMON AREA.
- ALL TIES TO BOUNDARY LINES AND RIGHT-OF-WAY LINES ARE PERPENDICULAR, UNLESS OTHERWISE NOTED.

SUBDIVIDER:

MIKE SCHULTZ
 CONSTRUCTION MIKE SCHULTZ
 1798 W. 5150 S. #103
 ROY, UT, 84067
 (801) 525-0681

WEST POINT CITY PLANNING COMMISSION

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

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

WEST POINT CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

WEST POINT CITY ENGINEER DATE

WEST POINT CITY COUNCIL

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

WEST POINT CITY MAYOR ATTEST: _____ CITY RECORDER

WEST POINT CITY ATTORNEY

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

WEST POINT CITY ATTORNEY

SURVEYOR'S CERTIFICATE

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

SIGNED THIS _____ DAY OF _____, 20____

150228
 UTAH LICENSE NUMBER ROBERT D. KUNZ



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAN AND NAME SAID TRACT HESLOP PLACE SUBDIVISION, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PREVENTION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO GRANT AND DEDICATE TO THE HOA ALL AREA LABELED AS COMMON AND LIMITED COMMON.

SIGNED THIS _____ DAY OF _____, 20____

HESLOP, BUD C & LLOYD D - TRUSTEES

ACKNOWLEDGMENT

STATE OF UTAH)ss.
 COUNTY OF _____)

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

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
 COUNTY OF _____)

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

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
 COUNTY OF _____)

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

COMMISSION EXPIRES _____ NOTARY PUBLIC

PROJECT INFORMATION

Surveyor: R. KUNZ
 Designer: E. ROCHE
 Begin Date: 8-12-15
 Project Name: HESLOP PLACE SUBDIVISION
 Number: 3784-46
 Scale: 1"=50'
 Revision: 11-11-15
 Checked:

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,



City Council Staff Report

Subject: Craythorne Homestead Ph. 2,
Final Approval
Author: Boyd Davis
Department: Community Development
Date: October 18, 2016

Background

The applicant is requesting final approval for a single lot subdivision located at 549 S 4500 W. The lot is 0.42 acres and is zoned R-1. The lot meets all requirements for those zones. All utilities will be stubbed into the property from 4500 West.

Analysis

This is a unique lot because it was originally part of a larger subdivision that has not been approved yet. The full Craythorne Homestead Project contains 126 lots and will be developed in several phases. This lot was part of what was originally going to be phase 1, which was adjacent to 4500 West. However, due to the high costs of developing along a state highway, the developers changed their plans and moved away from 4500 West. The family that owns the property would like to develop one lot for their son to build his home and have submitted an application for this single lot. This lot will have double frontage and the home will face to the west. The family said they have always intended to face the house to the west.

Staff has reviewed the plat and plans for the subject subdivision and gave the developer a list of some minor corrections to be made. All of the corrections are complete and the subdivision was approved by the Planning Commission on June 16th.

This subdivision will also require a postponement agreement on the curb, gutter, and sidewalk. There is no existing curb along this section of street.

Recommendation

Staff recommends final approval of the Craythorne Homestead Phase 2 Subdivision and approval of the postponement agreement.

Significant Impacts

There are no significant impacts at this time.

Attachments

Plat
Postponement agreement
Resolution 10-18-2016B

Craythorne Homestead - Phase 2

A part of the Southeast 1/4 of Section 6, T4N, R2W, SLB&M, U.S. Survey
West Point City, Davis County, Utah
October 2016



VICINITY MAP
Not to Scale

SURVEYOR'S CERTIFICATE
I, Andy Hubbard, a Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Craythorne Homestead Phase 2, in Davis County, Utah, has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground.

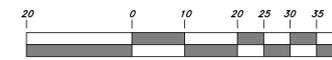
Signed this _____ day of _____, 2016.

6242920
License No.

Andy Hubbard



Scale: 1" = 20'



Graphic Scale

OWNER'S DEDICATION
We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name said tract Craythorne Homestead - Phase 2 and hereby dedicate, grant and convey to West Point City, Davis County, Utah, those certain strips designated as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines, sanitary sewer and drainage, as may be authorized by West Point City.

Signed this _____ day of _____, 2016.

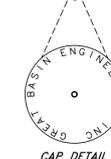
~ Trudice M. Craythorn Trust ~
Dated March 19, 1990

Terry M. Ellis - Trustee

Lynn E. Craythorn - Trustee

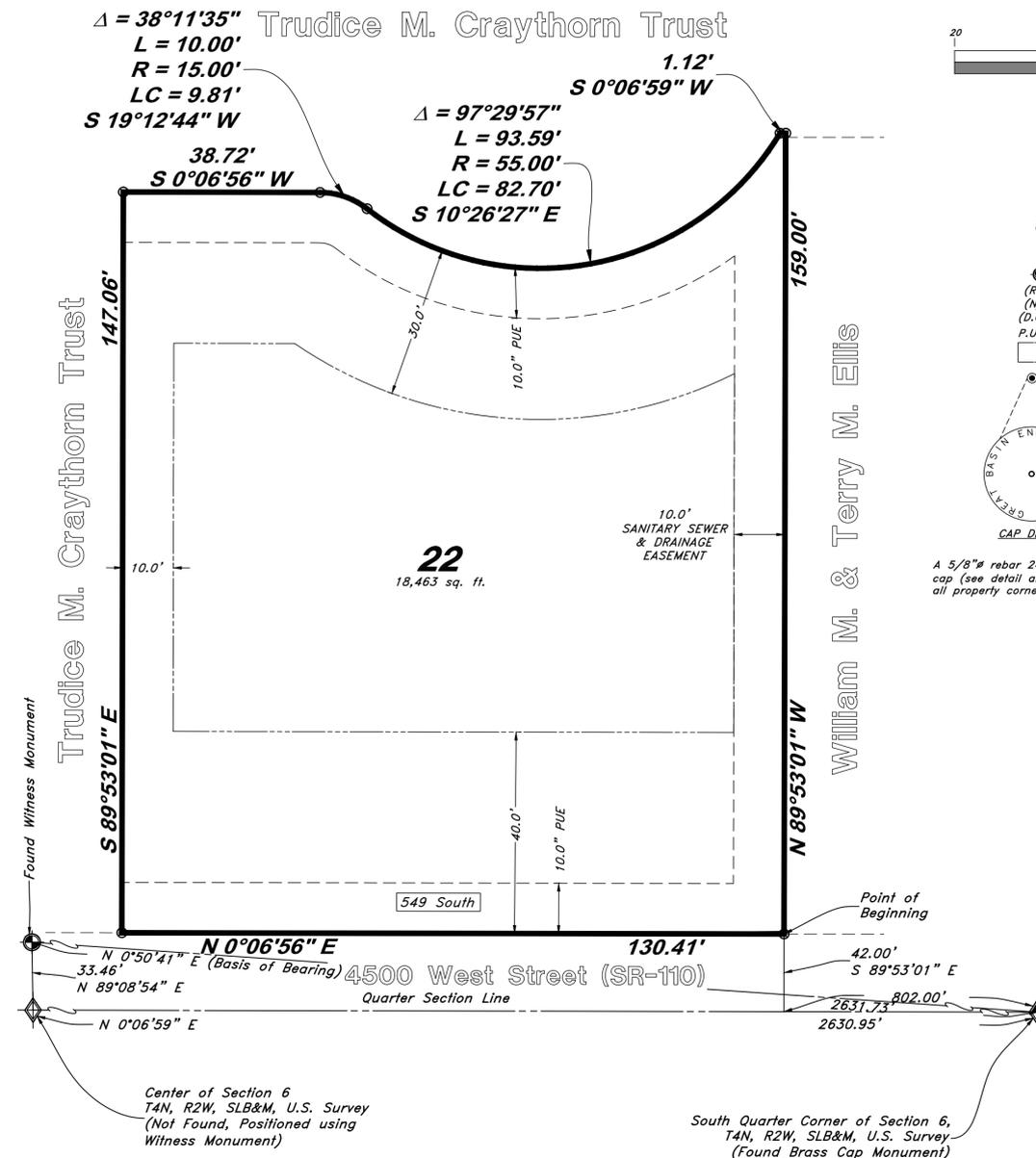
Legend

- ▲ Set Nail in Curb
- Found 5/8" Rebar (24" long) & "GBE" cap w/ Fencepost
- Set Hub & Tack Monument to be set
- (Rad.) Radial line
- (N/R) Non-Radial line
- (D.C.S.) Davis County Surveyor
- P.U.E. Public Utility Easement
- Buildable Area
- Set Rebar & Cap



CAP DETAIL

A 5/8" rebar 24" long with plastic cap (see detail above) was set at all property corners as shown.



NOTES:
1. Many areas in West Point City have water problems due to a seasonally high (fluctuating) water table. Approval of this plat does not constitute representation by the City that any building at any specified elevation will solve ground water problems. Solution of these problems is sole responsibility of the permit applicant and property owner.

2. Building setbacks are still controlled by zoning ordinances in effect and should be approved by West Point City before construction begins.

ACKNOWLEDGMENT

State of Utah } ss
County of _____ }
The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by Terry M. Ellis and Lynn E. Craythorn.
Residing At: _____
Commission Number: _____ A Notary Public commissioned in Utah
Commission Expires: _____
Print Name

BOUNDARY DESCRIPTION

A Part of the Southeast Quarter of Section 6, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah
Beginning at a point which is 802.00 feet North 0°06'59" East from the Quarter Section line and 42.00 feet South 89°53'01" East from the South Quarter Corner of said Section 6; and running thence North 0°06'56" East 130.41 feet along said East line of 4500 West Street; thence South 89°53'01" East 147.06 feet; thence South 0°06'56" West 38.72 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 foot radius curve to the right a distance of 10.00 feet (Delta Angle equals 38°11'35", Long Chord bears South 19°12'44" West 9.81 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 55.00 foot radius curve to the left a distance of 93.59 feet (Delta Angle equals 97°29'57", Long Chord bears South 10°26'27" East 82.70 feet); thence South 0°06'59" West 1.12 feet to the North line of the William and Terry Ellis Property; thence South 89°53'01" West 159.00 feet along said North line to the Point of Beginning.
Contains: 18,463 Square Feet

NARRATIVE

This Subdivision Plat was requested by Mrs. Terry Ellis for the purpose of platting a single lot.
A Brass Cap Monument was found at the South Quarter Corner and a monument was found witnessing the Center of Section 6, T4N, R2W, SLB&M, U.S. Survey. A line bearing North 0°50'41" East between these monuments was used as the Basis of Bearings.
Property corners were monumented as depicted on this Subdivision Plat.

LAND DRAIN NOTE:
This lot lies within Land Drainage Zone C and a Sump Pump or Land Drain is required in order for any buildings to have a basement.

WEST POINT CITY APPROVAL
This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of West Point City, Utah this _____ day of _____, 2016.

WEST POINT CITY ENGINEER
Approved by the City Engineer on this _____ day of _____, 2016.

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

WEST POINT CITY ATTORNEY
Approved by the Attorney of West Point City on this _____ day of _____, 2016.

Attest _____

Signature

Chairperson

Signature



DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY: _____
DEPUTY

RESOLUTION NO. 10-18-2016B

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

WHEREAS, Terry Ellis is the developer of the Craythorne Homestead Ph. 2 Subdivision, located at 549 S 4500 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, Terry Ellis 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 18th day of October, 2016.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(Craythorne Homestead Ph. 2, 549 S 4500 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:

See “Attachment A”

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)

City Council Staff Report

Subject: Release of Warranty
Author: Boyd Davis
Department: Community Development
Date: October 18, 2016

Background

The Wise Country Meadows Ph. 2 Subdivision, developed by Castle Creek Homes, is located at 3200 W 550 N. Phase 2 was placed on warranty on June 2, 2015 and has now completed the required one year warranty period. The developer is requesting that it be removed from warranty.

Analysis

An inspection of the improvements in Wise Country Meadows Ph. 2 was done in July. A punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. A second inspection was done in September and all of the items listed on the punch list have been completed.

Recommendation

Staff recommends that the Wise Country Meadows Ph. 2 Subdivision be removed from warranty.

Significant Impacts

None

Attachments

None