



WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
April 2, 2019

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

City Manager
Kyle Laws

ADMINISTRATIVE SESSION

5:30 pm (Board Room) – OPEN TO THE PUBLIC


1. **Discussion Regarding the Wildfire Estates Subdivision** – Mr. Boyd Davis [page 5](#)
2. **Discussion Regarding the Speed Limit on 300 N** – Mr. Kyle Laws [page 15](#)
3. **Discussion Regarding Setback Requirements for Swimming Pools** – Mr. Kyle Laws [page 17](#)
4. **Discussion Regarding the Murray PRUD Overlay Zone** – Mr. Boyd Davis [page 19](#)
5. **Discussion Regarding the Potential 'Fiber to the Home' (FTTH) Project with UIA/UTOPIA** – Mr. Kyle Laws [page 45](#)
6. **Other Items**

GENERAL SESSION

7:00 PM (Council Chamber) – OPEN TO THE PUBLIC

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer** (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment** (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
7. **Youth Council Update**
8. **Consideration of Approval of Minutes from the March 19, 2019 West Point City Council Meeting** [page 83](#)
9. **Consideration of Final Approval of the Wildfire Estates Subdivision Phase I** – Mr. Boyd Davis [page 5](#)
10. **Consideration of Final Approval of The Point Apartments Located at 101 N 2000 W** – Mr. Boyd Davis [page 51](#)
11. **Consideration of Resolution No. 04-02-2019A, Approving a Developer's Agreement for The Point Apartments** – Mr. Boyd Davis [page 67](#)
12. **Consideration of Approval of Ordinance No. 04-02-2019A, Approving a Rezone of Property Located at 4600 W 700 S from A-40 (Agricultural) to R-1 (Residential)** – Mr. Boyd Davis [page 81](#)
 - a. **Public Hearing**
 - b. **Action**
13. **Motion to Adjourn General Session**

Posted this 29th day of March, 2019


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: 04/16/2019

Administrative Session – 6:00 pm

1. Discussion Regarding the Rezone of Property Located at 1880 W 75 S from R-2 to R-3 with a PRUD Overlay Zone – Mr. Boyd Davis
2. Discussion Regarding the General Plan Update – Mr. Boyd Davis

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 04-16-2019A, Approving an Agreement with UTOPIA for Fiber Communications Service – Mr. Kyle Laws
2. Consideration of Approval of Ordinance No. 04-16-2019A, Approving a Rezone of Property Located at 1880 W 75 S from R-2 to R-3 with a PRUD Overlay Zone – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

Date: 05/07/2019

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Code Enforcement Update – Mr. Bruce Dopp
3. Discussion Regarding the FY2019 Amended Budget and FY2020 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
-

Date: 05/21/2019

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2019 Amended Budget and FY2020 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

CDRA – 7:00 pm

1. Consideration of Approval of Resolution No. R05-21-2019A, Adoption of the FY2019 Amended Budget for the CDRA of West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption
2. Consideration of Approval of Resolution No. R05-21-2019B, Adoption of the FY2020 Tentative Budget for the CDRA of West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 05-21-2019A, Adoption of the FY2019 Amended Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption
 2. Public Hearing Regarding the FY2020 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
-

Date: 06/04/2019

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2020 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
2. Consideration of Approval of Resolution No. 06-04-2019A, Adoption of the FY2020 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Adoption



WEST POINT CITY 2019 CALENDAR

2019

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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APRIL

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OCTOBER

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MAY

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NOVEMBER

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JUNE

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DECEMBER

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22	23	24	25	26	27	28
29	30	31				

JANUARY

1	New Year's Day - CLOSED
10	Planning Commission - 6 PM
11-12	City Council Retreat
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
21	MLK Jr. Day - CLOSED
24	Planning Commission - 6 PM

JULY

2	City Council - 6 PM
4	Independence Day - CLOSED
11	Planning Commission - 6 PM
15	Senior Lunch - 11:30 AM
16	City Council - 6 PM
19	MOVIE IN THE PARK - 7 PM
24	Pioneer Day - CLOSED
25	Planning Commission - 6 PM

FEBRUARY

5	City Council - 6 PM
6	Council/Staff Lunch - 11:30 AM
11	Senior Lunch - 11:30 AM
18	President's Day - CLOSED
19	City Council - 6 PM
28	Planning Commission - 6 PM

AUGUST

6	City Council - 6 PM
8	Summer Party - 6:30 PM
16	Senior Dinner - 5 PM
16	MOVIE IN THE PARK
20	City Council - 6 PM
22	Planning Commission - 6 PM

MARCH

5	City Council - 6 PM
14	Planning Commission - 6 PM
18	Senior Lunch - 11:30 AM
19	City Council - 6 PM
28	Planning Commission - 6 PM

SEPTEMBER

2	Labor Day - CLOSED
3	City Council - 6 PM
6	MOVIE IN THE PARK - 7 PM
12	Planning Commission - 6 PM
16	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26	Planning Commission - 6 PM

APRIL

2	City Council - 6 PM
11	Planning Commission - 6 PM
15	Senior Lunch - 11:30 AM
16	City Council - 6 PM
20	EASTER EGG HUNT - 10 AM
25	Planning Commission - 6 PM

OCTOBER

1	City Council - 6 PM
3	CEMETERY CLEANING
10	Planning Commission - 6 PM
14	Employee Training - CLOSED
15	City Council - 6 PM
18	HALLOWEEN CARNIVAL - 7 PM
21	Senior Lunch - 11:30 AM
23	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM

MAY

2	CEMETERY CLEANING
4	TAKE PRIDE DAY
7	City Council - 6 PM
9	Planning Commission - 6 PM
15	Council/Staff Lunch - 11:30 AM
20	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
27	Memorial Day - CLOSED

NOVEMBER

5	ELECTION DAY
9	FLAGS ON VETERANS' GRAVES
11	Veterans Day - CLOSED
14	Planning Commission - 6 PM
18	Senior Lunch - 11:30 AM
19	City Council - 6 PM
28-29	Thanksgiving - CLOSED

JUNE

4	City Council - 6 PM
7	MOVIE IN THE PARK - 7 PM
8	MISS WEST POINT @ SHS - 7 PM
13	Planning Commission - 6 PM
17	Senior Lunch - 11:30 AM
18	City Council - 6 PM
27	Planning Commission - 6 PM

DECEMBER

2	CITY HALL LIGHTING - 6 PM
3	City Council - 6 PM
6	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
12	Planning Commission - 6 PM
16	Senior Lunch - 11:30 AM
17	City Council - 6 PM
20	CEMETERY LUMINARY - 4 PM
25-26	Christmas - CLOSED

*UPDATED AS OF MARCH 29, 2019

City Council Staff Report

Subject: Wildfire Estates Ph 1– PVFD Subdivision
Author: Boyd Davis
Department: Community Development
Date: April 2, 2019



Background

The Wildfire Estates Subdivision was recently approved for the PVFD Overlay Zone and a developer's agreement was executed outlining the requirements for this unique subdivision. The developer has submitted plans for the first phase of the development that we would like to present to the Council for your review and discussion.

Staff has reviewed the plans and has sent our comments to the developer to be addressed. The Planning Commission approved the subdivision at their last meeting.

Analysis

Phase 1 includes 18 lots along the main access road connecting to 4500 W. The smallest lot is 12,004 SF and the largest is 18,202 SF. Lots 101-105 and 114-118 were granted a variance to be 98' deep with a 22' setback.

This phase will include all the elements required by the developer's agreement including street trees, landscaped islands, entrance features, etc. An HOA will be established to maintain all amenities.

Since our last discussion the developer has submitted all other documents requested including:

- Revised plans
- Letters from UDOT, Hooper Water, D&W, North Davis Sewer, and the Fire District.
- The geotechnical report
- Draft HOA documents (not required to be executed until the plat is recorded)
- Draft easement with the Bay View Club (not required to be executed until the plat is recorded)
- Landscape plans for the entrance and the islands

One final issue was raised at the Planning Commission meeting. Dennis Montgomery requested that a berm be constructed between his property and the development to prevent his tail water from flooding the homes. The developer agreed to install the berm.

Recommendation

Staff recommends approval of the Wildfire Estate Subdivision Phase 1

Significant Impacts

There are no significant impacts at this time.

Attachments

Plat

Landscape Plans

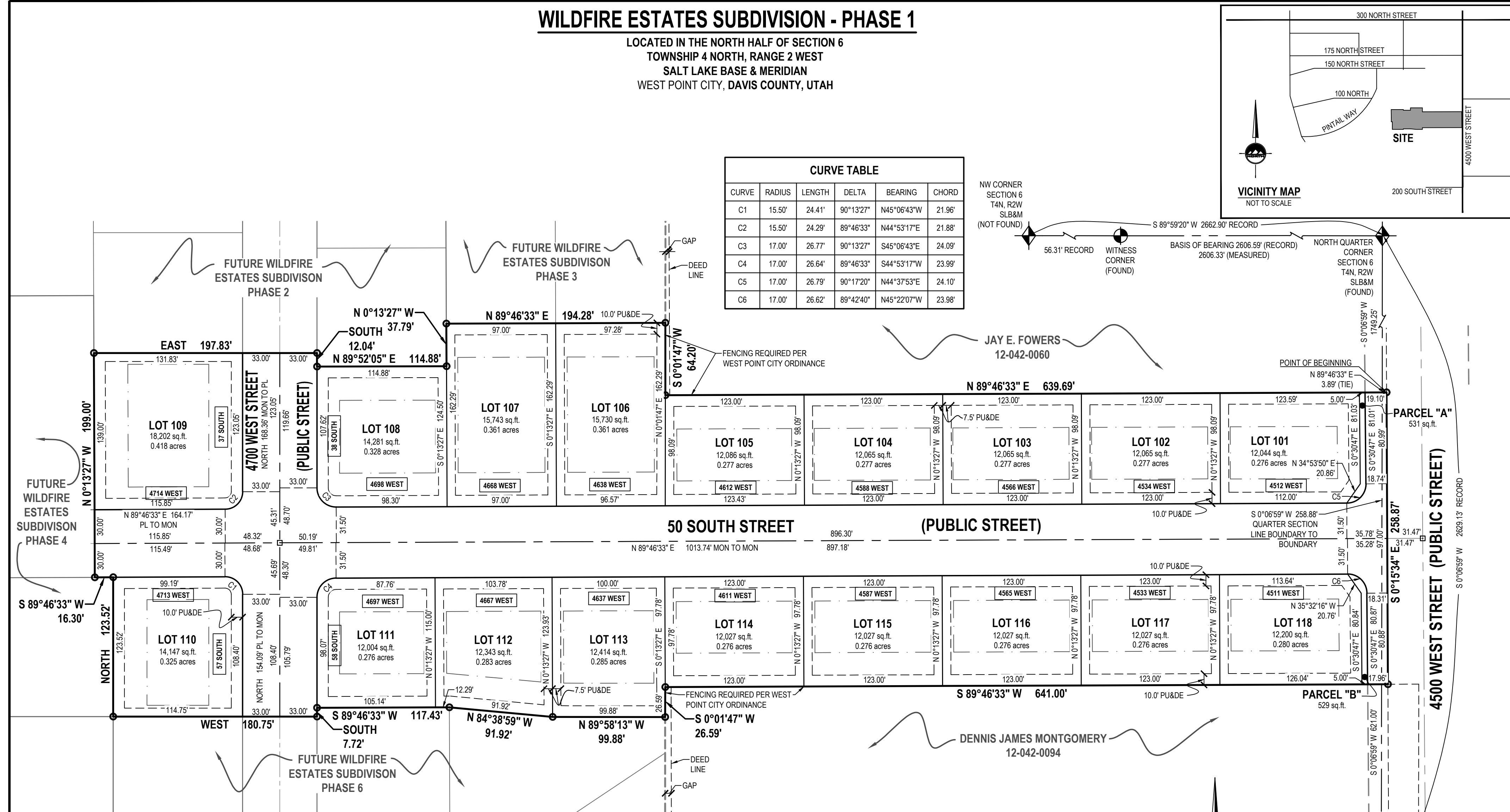
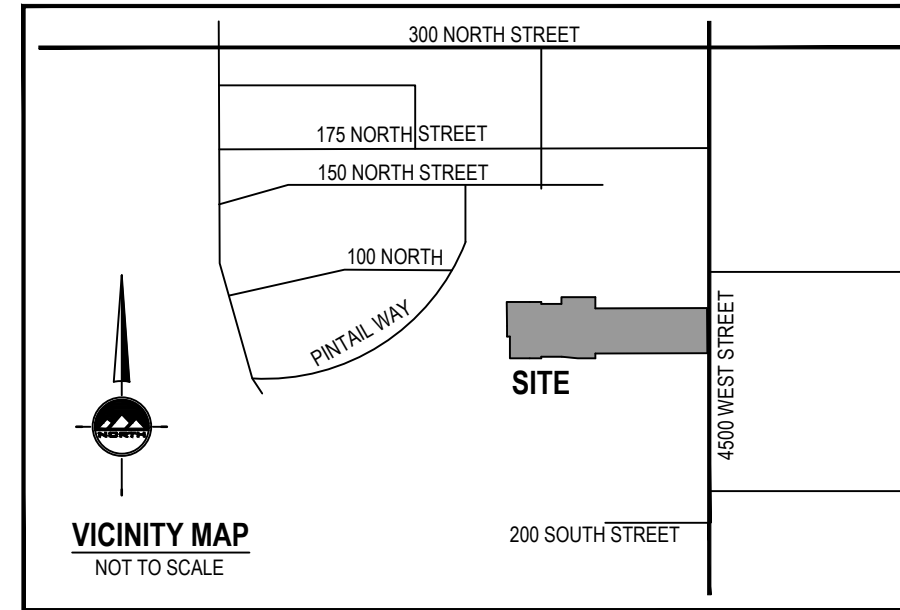
Engineer's Letter

Planner's Letter

WILDFIRE ESTATES SUBDIVISION - PHASE 1

LOCATED IN THE NORTH HALF OF SECTION 6
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.50'	24.41'	90°13'27"	N45°06'43"W	21.96'
C2	15.50'	24.29'	89°46'33"	N44°53'17"E	21.88'
C3	17.00'	26.77'	90°13'27"	S45°06'43"E	24.09'
C4	17.00'	26.64'	89°46'33"	S44°53'17"W	23.99'
C5	17.00'	26.79'	90°17'20"	N44°37'53"E	24.10'
C6	17.00'	26.62'	89°42'40"	N45°22'07"W	23.98'



SURVEYOR'S CERTIFICATE
I, **MICHAEL B. HERBST**, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. **5046930**, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **WILDFIRE ESTATES SUBDIVISION - PHASE 1**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
Beginning at a point on the north line of the property owned by The Jay E. Fowers Family Protection Trust dated July 3, 2000, Jay E. Fowers and Marilyn T. Fowers as Trustees recorded on November 4, 2005 as Entry no. 2120373 in Book 3906 at Page 580 in the records of Davis County, said point being South 0°06'59" West 1749.25 feet along the quarter section line and North 89°46'33" East 3.89 feet from the North Quarter Corner of Section 6, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
thence South 00°15'34" East 258.87 feet to the north line of the property owned by Dennis James Montgomery AKA Dennis J. Montgomery and Ralene T. Montgomery as described in a Warranty Deed recorded on December 27, 2005 as Entry no. 2133440 in Book 3939 at Pages 530-531 in the office of the Davis County Recorder;
thence South 89°46'33" West 641.00 feet along the north line, and beyond the said Montgomery Property;
thence South 00°14'47" West 26.59 feet;
thence North 89°58'13" West 99.88 feet;
thence North 84°38'59" West 91.92 feet;
thence South 89°46'33" West 117.43 feet;
thence South 7.72 feet;
thence West 180.75 feet;
thence North 123.52 feet;
thence South 89°46'33" West 16.30 feet;
thence North 00°13'27" West 199.00 feet;
thence East 197.83 feet;
thence South 12.04 feet;
thence North 89°52'05" East 114.88 feet;
thence North 00°13'27" West 37.79 feet;
thence North 89°46'33" East 194.28 feet;
thence South 00°14'47" West 64.20 feet to an extension of the south line of the said Jay E. Fowers Family Protection Trust dated July 3, 2000;
thence North 89°46'33" East 639.69 feet to and along the said Jay E. Fowers Family Protection Trust dated July 3, 2000 to the point of beginning.

Contains: 329,492 square feet or 7.564 acres, 18 lots.
Date: 3/26/2019
Michael B. Herbst
License no. 5046930



OWNER'S DEDICATION
Known all men by these presents that I, the undersigned owner of the above described tract of land, having caused same to be subdivided, hereafter known as the

WILDFIRE ESTATES SUBDIVISION - PHASE 1

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. In witness whereof I have hereunto set my hand this _____ day of _____, A.D., 20____.

By: WILDFIRE ESTATES LLC
By: DON SANDBERG
ITS: MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, County of Davis, J.S.S.
On the _____ day of _____, A.D., 20____, DON SANDBERG, personally appeared before me, the undersigned Notary Public, in and for said County of Davis in the State of Utah, who after being duly sworn, acknowledged to me that He is the MANAGER of WILDFIRE ESTATES LLC, a Limited Liability Company and that He signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC RESIDING IN _____ COUNTY.

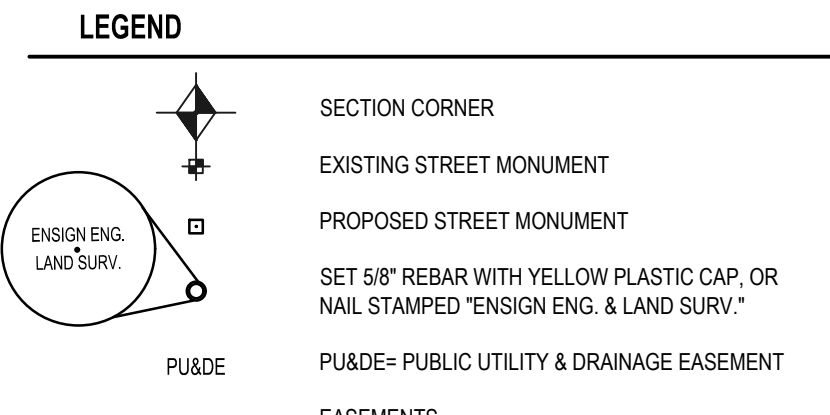
WILDFIRE ESTATES SUBDIVISION - PHASE 1

LOCATED IN THE NORTH HALF OF SECTION 6
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH

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

SHEET 1 OF 1
PROJECT NUMBER: L2385
MANAGER: K.RUSSELL
DRAWN BY: J.MOSS
CHECKED BY: K.RUSSELL
DATE: 3/26/19

- GENERAL NOTES:**
- PROPERTY IS ZONED R-1
A. FRONT YARD SETBACK IS 30' ON ALL LOTS EXCEPT 101-105 AND 114-118, WHERE FRONT YARD SETBACK IS 22'.
B. REAR YARD SETBACK IS 30'.
C. SIDE YARD SETBACK IS 10'.
D. CORNER LOT SIDE YARD SETBACK IS 20' ARTERIAL STREET MINIMUM SIDE YARD.
 - ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10' FRONT, 7.5' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
 - UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
 - THE LOTS ARE LOCATED IN THE LAND DRAIN ZONE C IN WEST POINT CITY. FOUNDATION DRAINS AND SLUMP PUMPS WILL BE REQUIRED ON ALL HOMES WITH BASEMENTS.
 - PARCEL "A" AND PARCEL "B" WILL BE OWNED AND OPERATED BY THE WILDFIRE HOME OWNERS ASSOCIATION.

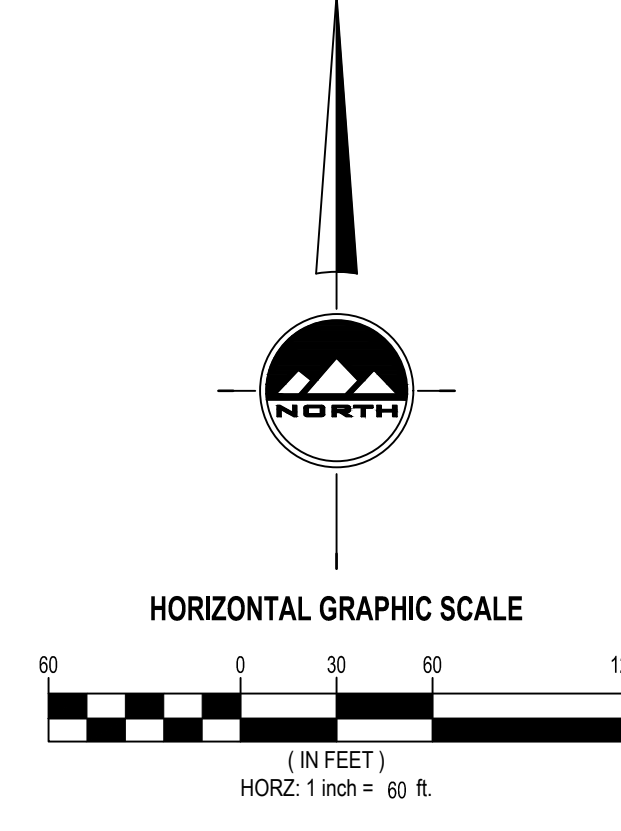


CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE LAYTON CITY ATTORNEY.
LAYTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY PLANNING COMMISSION APPROVAL.
CHAIRMAN, LAYTON CITY PLANNING COMMISSION

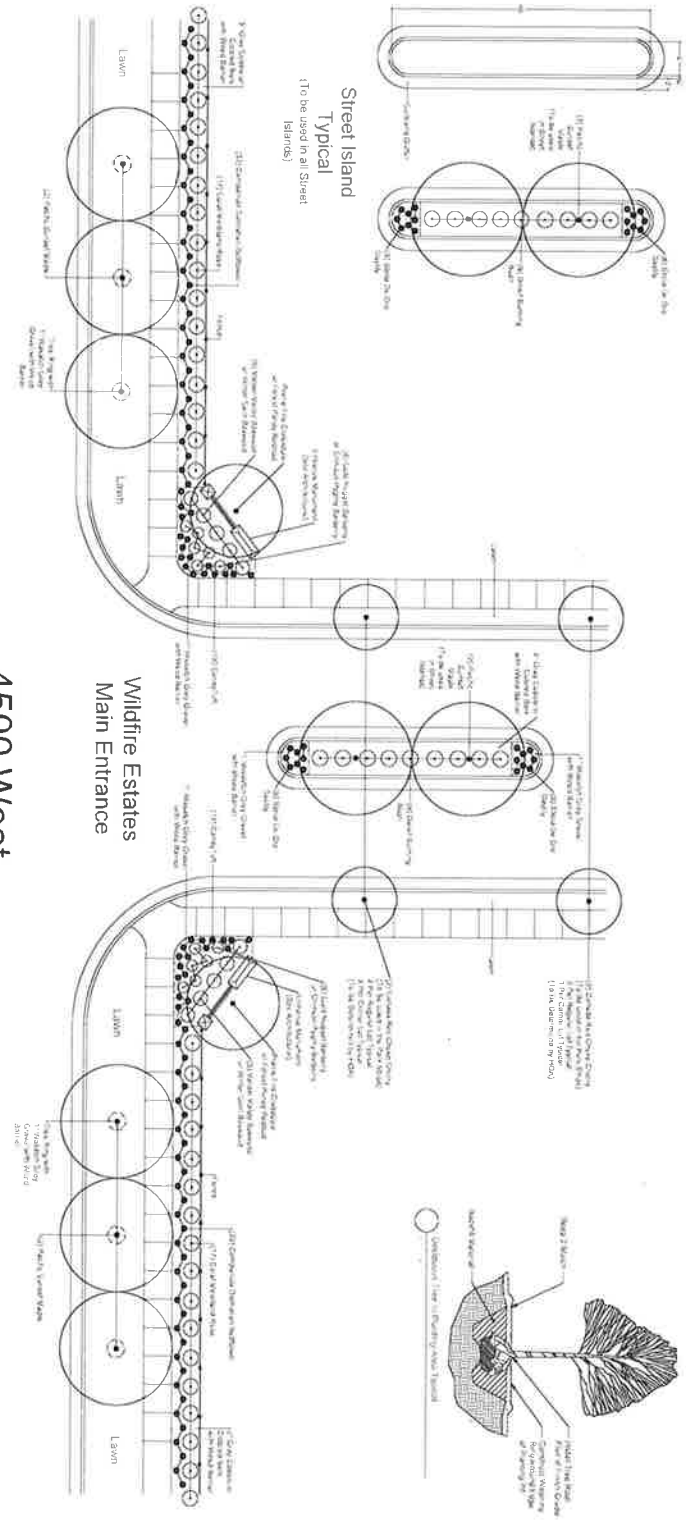
CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE LAYTON CITY ENGINEER.
LAYTON CITY ENGINEER

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE LAYTON CITY COUNCIL.
CITY RECORDER CITY MAYOR

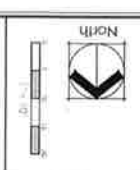


SURVEY RECORDING DATA
DATE: _____
DRAWING No. _____

Wildfire Estates
Main Entrance
4500 West



DRAWING: REVISION 1
PLANTING PLAN
 02/20/2019



NOTES:



Jim Puffer
 Landscape Inc.
 860 West 300 North
 Kaysville, Utah 84037
 801-547-9988

CLIENT:
WILDFIRE ESTATES
 40 S. 4500 W.
 WEST POINT, UTAH



3200 West 300 North
West Point, Utah, 84015
(801) 776-0971
Fax (801) 525-9150
www.westpointcity.org

Enhancing Quality of Life

MEMORANDUM

To: Ensign Engineering

From: Boyd Davis, P.E. *B.D.*

cc: West Point City Planning Commission, Mark Sandberg

RE: Wildfire Estates Subdivision Phase 1 – Final Plan Review

Date Plans Received: March 26, 2019

Date Reviewed: March 26, 2019

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

1. Plat

- ✓ Change the address of the main road to 50 South to better match the grid.
- ✓ Adjust the addresses on lots 110 & 111 to match 50 South.
- ✓ The dimensions on the centerline of 50 S don't add up.
- ✓ The developer's name on the plat doesn't match the name on the application.
- ✓ Please add a note on the plat that this subdivision is in Land Drain Zone C, foundation drains and sump pumps will be required on all basements.
- ✓ Please include calls to Montgomery's & Fower's property lines in the boundary description.
- ✓ Print the owner's names below the signature lines.
- ✓ The landscape strip along 4500 West must be a separate parcel dedicated to the HOA.

2. Streets

- ✓ UDOT approval will be required for connection to 4500 W.
- ✓ The slope on the centerline should be 0.50%.
- ✓ Please submit a landscape plan for the islands.
- ✓ The islands must have spill curb on all sides.
- ✓ The cross section must show 10" of road base under the asphalt.

3. Culinary Water

- ✓ Hooper Water approval will be required.
- ✓ North Davis Fire District approval will be required.

4. Secondary Water

- ✓ Approval from the Davis and Weber Counties Canal Co. is required.
 - a. Water shares are required. 15.1 acre-ft.
5. Sanitary Sewer
- ✓ Approval from the North Davis Sewer District will be required.
6. Storm Drainage
- ✓ An easement will be required to discharge storm water into the Gun Club's property.
 - ✓ Davis County approval is required.
 - ✓ The detention pond must be dedicated to and maintained by the HOA.
 - ✓ Please install a low flow channel or a pipe the storm water through the pond to avoid standing water.
 - ✓ Please verify the time of concentration and the storm intensity. The pipe sizes seem too large.
 - f. A SWPPP plan must be submitted.
7. Land Drainage
- ✓ The land drain must bypass the pond and the control structure.
 - ✓ Can more depth be provided on the pipe, or is it controlled by the depth of the sewer trunkline?
8. Irrigation
- ✓ Any ditches on the property must either be abandoned or piped.
 - ✓ There are existing supply ditches to the east of lots 106 & 113. Also east of lots 101 & 118. These must remain in service. The plans must show how they will be piped or relocated.
 - ✓ Notice must be given to the owners of the ditches if they are to be piped or relocated.
 - d. Will the future phases be farmed until they are built? If so, how will they be irrigated?
9. Grading
- ✓ Yard drains meet the requirement of the code.
10. Others
- ✓ A geotechnical report must be submitted.
 - ✓ Fencing will be required between the subdivision and agricultural properties.
 - ✓ HOA documents must be submitted, including a clause that allows the City to take over the HOA if it fails.
 - ✓ Submit a landscape plan for the islands and the landscape strip.

Recommendation:

I recommend final approval. The remaining items must be addressed prior to final approval with the City Council.

MEMORANDUM

To: Ensign Engineering

From: Troy Moyes, West Point City Planner



cc: West Point City Planning Commission, Mark Sandberg

RE: Wildfire Estates Subdivision – Final Plan Phase 1 (Modified)

Date Plans Received: January 10, 2019, February 22, 2019

Date Reviewed: February 22, 2019

I have completed a planner's review of the Phase 1 Final Plat for the Wildfire Estates Subdivision and have the following comments for your review.

Notes: The subject property is currently zoned R-1 residential with a PVFD overlay zone that was approved by the City Council in November.

1. Zoning

- a. 18 lots on a single access is good.
- b. Lots 101-105 are 98' deep and have a building front setback of 22'. This was granted an exemption from the code by City Council as allowed in the PVFD overlay zone. Looks good.
- c. Lots 114-118 are 97' deep and have a building front setback of 22'. This was granted an exemption from the code by City Council as allowed in the PVFD overlay zone. Looks good.
- d. All lots meet the minimum lot sizes.

2. Development

- a. Street connectivity looks good and follows the preliminary plan that was approved.

3. Landscape

- a. A dedicated parcel for an 8' landscape strip on 4500 is not required for just two lots. Was this intended this way? However, an 8' landscaping is required. The plans only show a 5' landscaping easement. Please show this as an 8' easement. How will the maintenance of this easement/parcel be handled? HOA?
- b. All planting material meets the landscaping requirements. Looks good.
- c. Adjust the landscaping to fit within the 8' easement area.

Recommendation:

I recommend that all the landscaping items need to be addressed along with the engineer letter before final approval.

City Council Staff Report

Subject: 300 North Speed Limit Request
Author: Kyle Laws
Department: Executive
Date: April 2, 2019



Background

Mr. Braun Bennett, a resident who lives on 300 North, between 2000 West and 3000 West has requested the City consider a change to the speed limit on this street. He sent a letter to the Council and has also commented in a City Council Meeting asking for this to be looked at. Another resident, Mr. Harlan also commented in the City Council Meeting supporting Mr. Bennett. The City Council agreed to discuss this item.

Analysis

Staff does not have any data to present at this time and is waiting to receive direction from the City Council on how they would like to move forward.

Recommendation

No action required. This is for discussion purposes only, but Staff would like direction from the Council on how to move forward.

Significant Impacts

There are no significant impacts at this time.

Attachments

None

City Council Staff Report

Subject: Discussion on Swimming Pool Setbacks
Author: Kyle Laws
Department: Executive
Date: April 2, 2019



Background

Mr. Todd Hammond has requested the City consider a change to City Code regarding setbacks for swimming pools. The current code requires an 8' setback; however, according to Mr. Hammond, the national standard is a 5' setback. The requirements vary from city to city and Mr. Hammond would like this to be reviewed and changed to 5'. The City Council agreed to discuss this item.

Analysis

Staff is waiting to receive direction from the City Council on how they would like to move forward, before conducting any research or providing any recommendations.

Recommendation

No action required. This is for discussion purposes only, but Staff would like direction from the Council on how to move forward.

Significant Impacts

None

Attachments

None

City Council Staff Report



Subject: PRUD Overlay Zone – Craythorne Const.
1880 W 75 S
Author: Boyd Davis
Department: Community Development
Date: April 2, 2019

Background

Craythorne Construction has applied for the PRUD overlay zone on the Murray property located at 1880 W 75 S. They are proposing to develop the property into 8 single family lots and 8 townhouse units. The Planning Commission held a public hearing on March 14th to gather comments about the proposed projects. Below is a brief summary of the comments:

- Concerned about the access to 2000 W. There is no left turn allowed.
- Concerned that this new road would connect through to 1700 W and create a short cut.
- A request to have a fence installed along the south property line.
- General concerns about additional houses and traffic.

The Planning Commission had a good discussion and answered many of the questions that the residents had. When they explained that the density is only being increased by two additional lots, the group was very relieved and felt much more comfortable. The Planning Commission granted approval of the PRUD overlay zone.

Analysis

The PRUD code allows up to a 20% increase in the density of the underlying base zone if the developer is willing to install certain amenities or develop the property in a certain way. The General Plan calls for this property to be zoned R-3 which would allow 3.6 units per acre in the base zone. The property is 3.8 acres, including the existing home which is planned to be part of the development and will be shown as lot 1. The developer is seeking for a 16% increase which would allow 4.2 units per acre or 16 total units (3.8 acres x 4.2 units per acre).



The developer is proposing the following items to qualify for the increased density. The reference to the exact item in the PRUD code is included in parenthesis:

- Landscaping category – up to 10% bonus
 - Fully landscaped front yards – up to 8% bonus (17.35.070(B)(1)(b))
 - Street trees – up to 5% bonus (17.35.070(B)(1)(c))
- Architectural theme – up to 5% bonus (17.35.070(B)(2)(c))
- Brick/Hardie/Stucco materials – up to 2% (17.35.070(B)(4)(a))
- Entrance Feature – up to 2% (17.35.070(B)(2)(a))

Attached to this report are the developer’s plans for the proposed amenities. It will be up to the City Council to determine the number of percentage points to award for each item. The Planning Commission is recommending 16%, as follows:

- 10% out of 10% - Landscaping (full points awarded)
- 2% out of 5% - Architectural theme (did not grant full points)
- 2% out of 2% - Brick/Hardie/Stucco materials (full points awarded)
- 2% out of 2% - Entrance Feature (full points awarded)
- **16% Total**

At the last Council meetings there were a few additional questions raised. I will try to provide some additional information to help answer your questions.

1. *Does the code allow an existing house to be included in the development?*

The code does not address this as allowed or prohibited, but in practice it has been done several times. Zaugg Legacy, Paice Farms, & Erinwood are all examples of subdivisions that included existing homes in the development.

2. *Does the code allow the existing home to be counted in the density calculation?*

The PRUD Code states the density calculation shall not include sensitive lands. It also defines sensitive lands as “land which is generally unbuildable, and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, faults, and other geological or environmentally sensitive features and lands below the high-water mark of the Great Salt Lake which is at elevation 4,217 feet above sea level.”

In this case the development is not including sensitive lands as defined in the PRUD Code, so it is Staff’s opinion that the existing home could be included in the density calculation.

3. *What are the design standards for the townhouses?*

The PRUD code states that townhouses must meet the same standards that are found in section 17.120.50.

We are not certain if the rear of the building meets the articulation requirements because those elevation drawings were not submitted. However, the developer will provide those drawings at the meeting. Additionally, the developer has agreed to allow the City Council to review and approve the final design of the buildings. This language has been included in the developer’s agreement.

4. *Will a developer's agreement be required?*

Yes, an agreement is required. A draft agreement has been prepared and is attached to this report.

Recommendation

No action required. This is for discussion only.

Significant Impacts

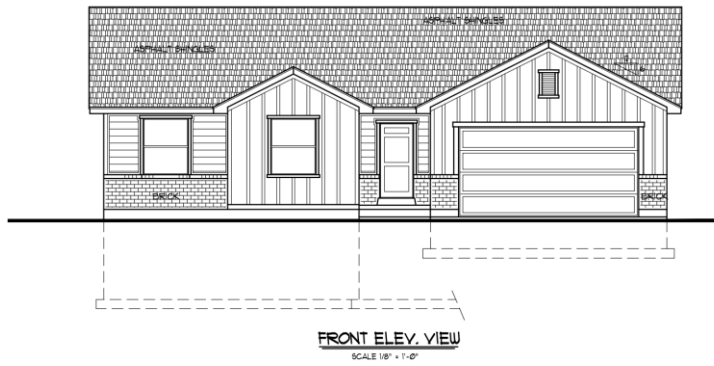
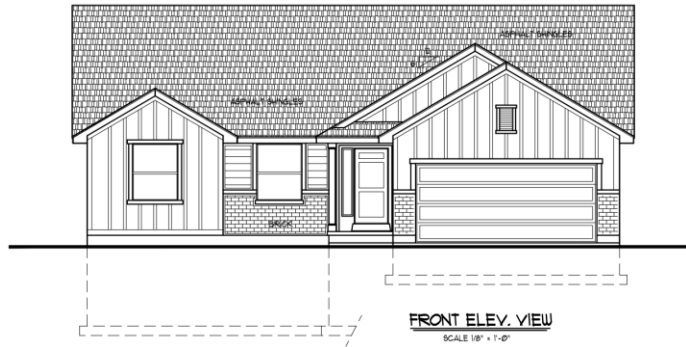
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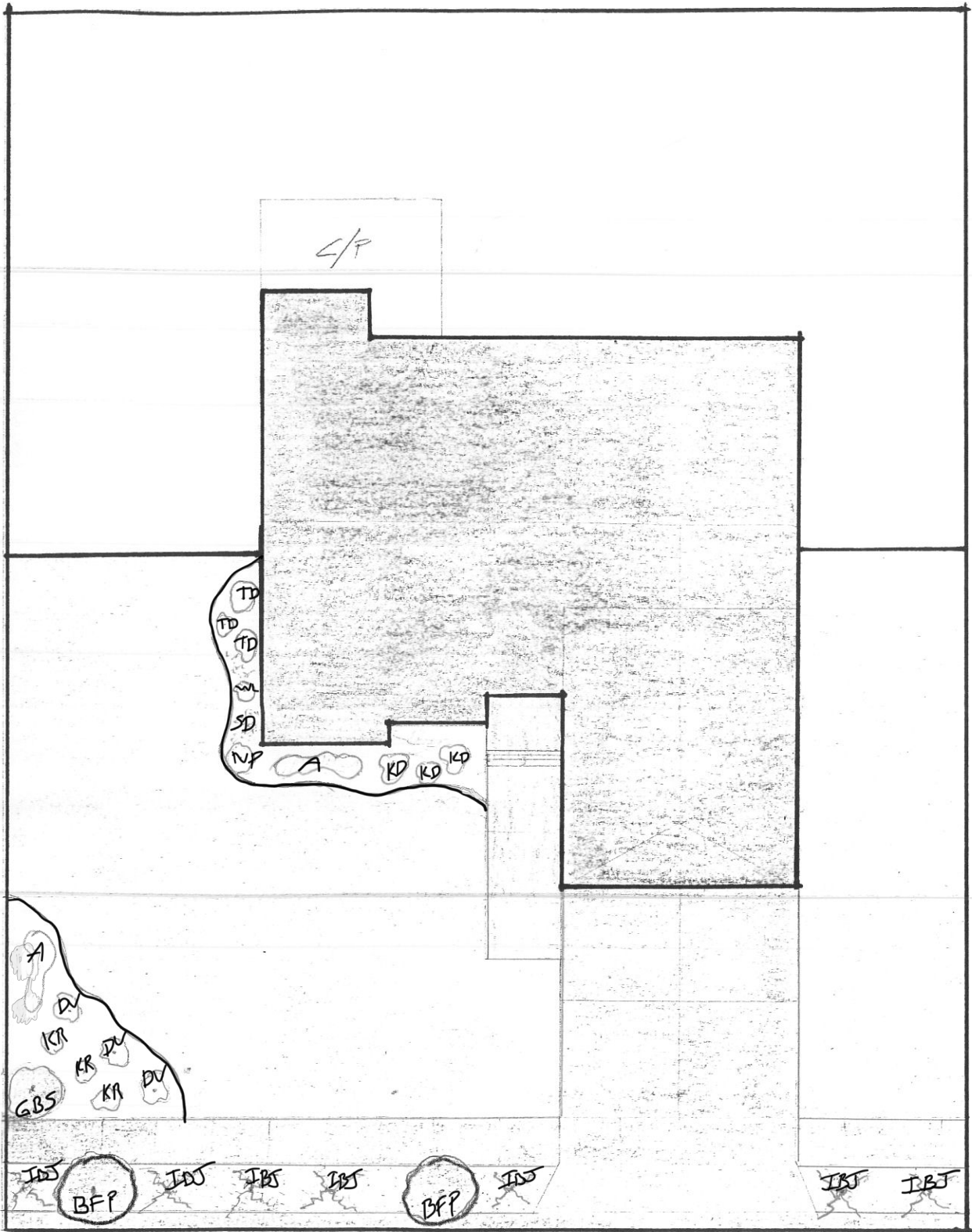
Attachments

Plans [page 23](#)

Developer's Agreement [page 27](#)

PRUD Code [page 37](#)





811
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

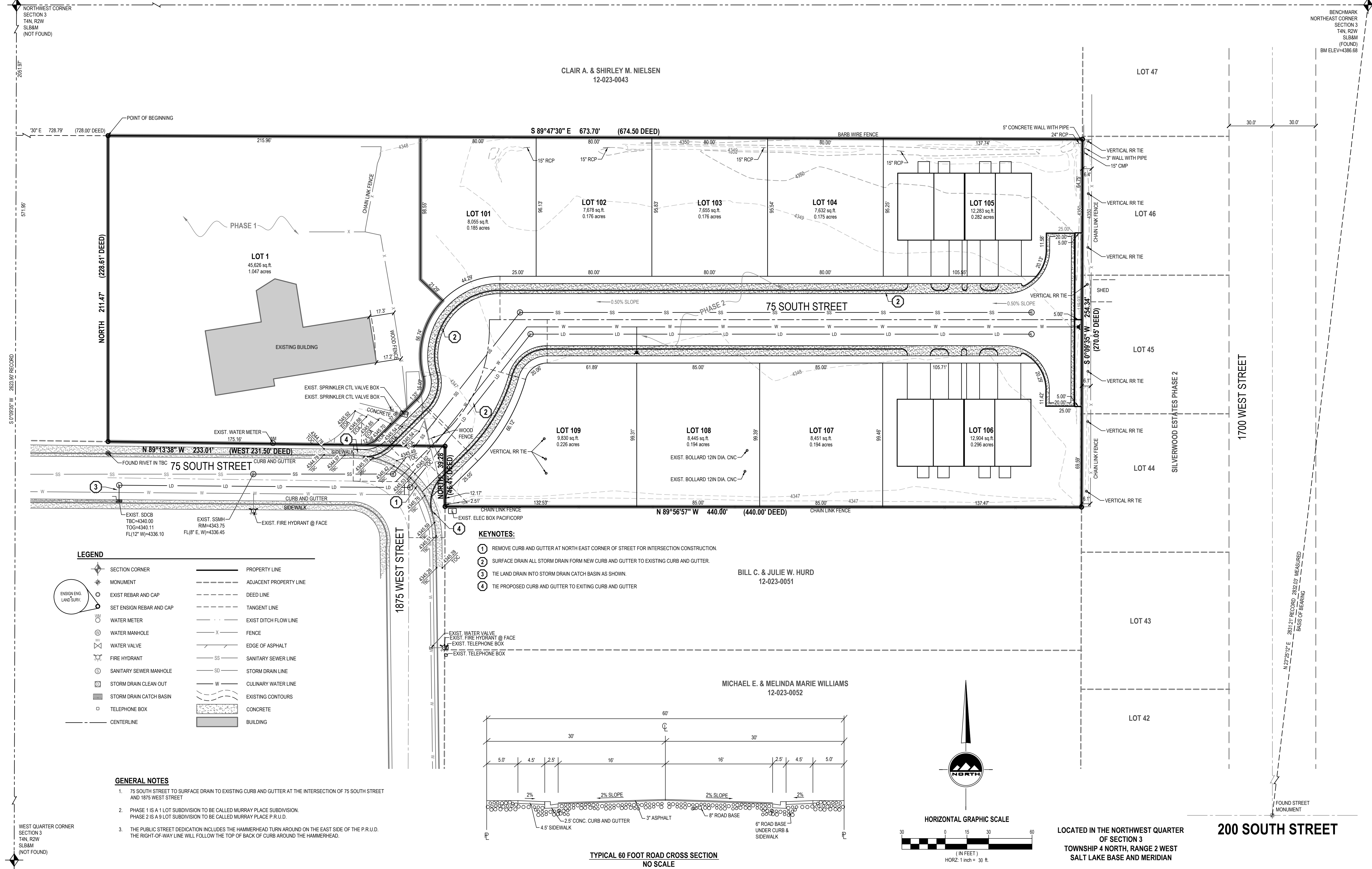
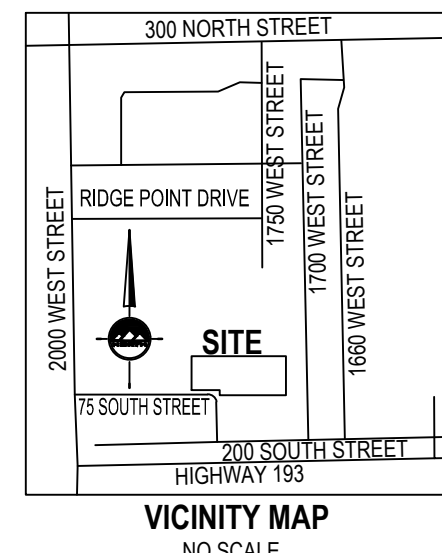
BENCHMARK
NORTHEAST CORNER
SECTION 3
T4N, R2W
SLB&M
(FOUND)
BM ELEV=4386.68

SURVEYOR'S CERTIFICATE
I, Keith R. Russell, do hereby represent that I am a Professional Land Surveyor and that I hold Certificate no. 164386 as prescribed by the laws of the State of Utah and I have made a survey of the following described property. The purpose of this survey is to define the property from the Legal Description and do a topography survey of the ground.
Due to construction in 2000 West Street the West Quarter Corner and the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian are not in place. The survey is based upon the North Quarter Corner being the Base Point and the backside and Basis of Bearing is to an Existing Street Monument in 200 South Street and 1700 West Street, a platted street in Silver Estates - Phase 2. The Record bearing and Distance is South 23°25'12" West 2831.21 feet and the measured distance is 2832.03 feet. I held the North Quarter Corner as the Base Point for the survey and used record bearings and distance relationships between the North Quarter, Northwest and West Quarter Corners according to the Davis County Surveyor's Township Reference Plats.
I have adjusted the boundary of the property where appropriate to match fence lines, street improvements and subdivision boundary lines. The Surveyed Description differs from the Record Description for these

reasons. I found some rebars and caps close to corner but did not honor them because they seem to encroach on the neighboring property and be over fence lines. I did match and honor the rivet in the curb at the Southwest Corner of the Total Parcel.
Deed Descriptions
Deed Parcel 1:
Beginning at a point 2051.97 feet South 0°09'35" West along the section and 731.00 feet South 89°47'30" East from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 3.00 feet;
Thence South 0°09'35" West 228.615 feet, more or less to the north line of a street;
Thence West 3.00 feet along said north line;
Thence North 0°09'35" East 228.615 feet, more or less to the point of beginning.
Total Parcel
Beginning at a point South 0°09'35" West 2051.97 feet along the section and South 89°47'30" East 728.79 feet, (728.00 feet by deed) from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 673.70 feet, (674.00 feet by deed) to the west line of Silverwood Estates - Phase 2;
Deed Parcel 2:
Beginning at a point 2051.97 feet South 0°09'35" West along the section and 728.00 feet South 89°47'30" East from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 3.00 feet;
Thence South 0°09'35" West 228.615 feet, more or less to the north line of a street;
Thence West 3.00 feet along said north line;
Thence North 0°09'35" East 228.615 feet, more or less to the point of beginning.
Total Parcel
Beginning at a point South 0°09'35" West 2051.97 feet along the section and South 89°47'30" East 728.79 feet, (728.00 feet by deed) from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 673.70 feet, (674.00 feet by deed) to the west line of Silverwood Estates - Phase 2;

Beginning at a point 2051.97 feet South 0°09'35" West along the section and 728.00 feet South 89°47'30" East from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 3.00 feet;
Thence South 0°09'35" West 228.615 feet, more or less to the north line of a street;
Thence West 3.00 feet along said north line;
Thence North 0°09'35" East 228.615 feet, more or less to the point of beginning.
Surveyed Descriptions
Total Parcel
Beginning at a point South 0°09'35" West 2051.97 feet along the section and South 89°47'30" East 728.79 feet, (728.00 feet by deed) from the Northwest Corner of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:
Thence South 89°47'30" East 673.70 feet, (674.00 feet by deed) to the west line of Silverwood Estates - Phase 2;
Thence South 0°09'35" West 254.34 feet, (370.05 feet by deed) along the west line of Silverwood Estates - Phase 2;
Thence North 89°56'57" West 440.00 feet, (440.00 feet by deed) to the east line of 1875 West Street;
Thence North 41°78' feet, (46.41 feet by deed) along the east line of 1875 West Street to the north line of 75 South Street as established by a field survey of the existing street curb and gutter and defining the north line as being 25.00 feet north of and parallel to the center line of the road established at the mid-line between the curb and gutter on both sides of the street;
Thence North 89°13'38" West 233.01 feet, (231.50 feet by deed) along the north line of 75 South Street as established by the aforementioned field survey;
Thence North 211.47 feet, (228.61 feet by deed) to the point of beginning.
Contains 161,805 square feet, 3.715 acres.

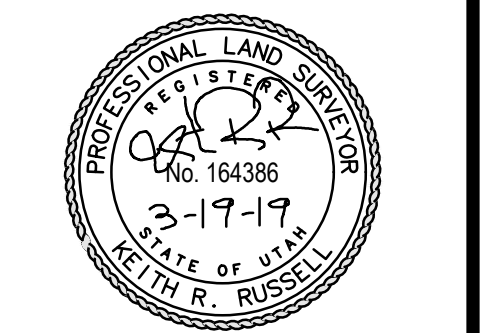
3-19-19
Date
Keith R. Russell
License no. 164386



ENSIGN
THE STANDARD IN ENGINEERING
LAYTON
1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100
SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.866.1453
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM
FOR:
CRAYTHORNE INC.
801 WEST 1700 SOUTH
SYRACUSE, UT 84075-9121
CONTACT:
JACK
PHONE: 801-776-4962

PHASE 1 - MURRAY PLACE SUBDIVISION
PHASE 2 - MURRAY PLACE P.R.U.D.
1880 WEST 75 SOUTH STREET
WEST POINT CITY, UTAH



PRELIMINARY PLAT

PROJECT NUMBER: 8877
PRINT DATE: 2/28/19
DRAWN BY: A.SHELBY
CHECKED BY: K.RUSSELL

PROJECT MANAGER: K.RUSSELL
1 of 1

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND CRAYTHORNE DEVELOPMENT
(1880 WEST 75 SOUTH)**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this ___ day of _____, 20___, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and CRAYTHORNE DEVELOPMENT. (hereinafter referred to as “Owners”). City and Owners collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 (Residential) to R-3 (Residential) with a PRUD (Planned Residential Unit Development) overlay zone, of certain property located at approximately 1880 West and 75 South and contained by the following tax identification number: 120230102, (hereinafter the “Subject Area”); and

WHEREAS, the overall Subject Area consists of approximately 3.8 acres; and

WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “Exhibit B” attached hereto (hereinafter “Exhibit B”); and

WHEREAS, Owners are the owners of the above described property and have presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “Exhibit A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, the City has considered the overall benefits of a “PRUD” concept for the Subject Area to allow additional density in exchange for improved standards for the homes, the landscaping, and the maintenance of the subject property; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Area, in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant R-3, and PRUD overlay zoning approval for the Subject Area (as shown in “Exhibit A”) subject to Owners’ agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

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

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

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “Owners’ Property” shall mean that property owned by Owners, as depicted on “Exhibit A”.

1.2 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.3 “City’s Undertakings” shall mean the obligations of the City set forth in Article III

1.4 “Owners” shall mean Craythorne Development, 601 West 1700 South, Syracuse, UT 84075. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Owners so that the completing Owners may proceed with their project on their respective parcel.

1.5 “Owners’ Undertakings” shall have the meaning set forth in Article IV.

1.6 “Subject Area” shall have the meaning set forth in the Recitals hereto.

1.7 “Exhibit A” shall mean the map depicting the ownership, property lines and zoning and the map for proposed zoning.

ARTICLE II CONDITIONS PRECEDENT

2.1 Zoning consistent with “Exhibit A” is a condition precedent to Owners’ Undertakings in Article IV. Zoning of the Subject Area shall reflect the general concept and schematic as depicted in “Exhibit A”, which includes:

- 2.1.1 3.8 acres of R-3 (Single-Family Residential) zoning;
- 2.1.2 3.8 acres of PRUD (Planned Residential Unit Development) overlay zoning;

2.2 With respect to all zoning designations, Owners agree to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant

to a resolution of the West Point City Council.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the rezone of the Subject Area from its present zoning of R-2 to R-3, with a PRUD overlay zone, with an effective date no sooner than the effective date and adoption of this Agreement by the City Council, and shall hold a public hearing and follow the process outlined in the City Code before rezoning the property. If the rezone is not approved, then this agreement shall be null and void. Any zoning amendment shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City to make such changes at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall grant a PRUD overlay zone designation on the Owner's property.

3.3 The City shall allow reduced lot frontage, lot depth, and setbacks as outlined in the PRUD overlay zone code.

ARTICLE IV OWNERS' UNDERTAKINGS

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

4.1 **Landscaped Lots.** Owner shall fully and uniformly landscape all front yards within the proposed subdivision.

4.2 **Trees.** Owners shall plant trees along all park strips in a uniform fashion – two tree per lot, pursuant to the city's ordinance.

4.4 **Maintenance.** Owner shall maintain all landscaped lots prior to the sale of the same.

4.5 **HOA and CCRs.** Owner shall record Covenants, Conditions and Restrictions providing for the following:

- a. Home Owner Association with bylaws to maintain the landscaping of the townhouse units.
- b. Owner agrees to submit architectural plans for each townhouse unit and agrees to allow the City Council to review and approve the plans.
- c. The following restrictions on the single family home lots:
 - i. Front facades to be at least 40% brick, rock or stone, with the remainder of the front façade to be fiber cement board or stucco.
 - ii. 3 ft. wainscot of brick or rock on sides of the home.

- iii. Minimum square footage of 1450 sq. ft. on main level for rambler style homes.
- iv. Minimum square footage of 2000 sq. ft. above grade for two story style homes.
- v. Minimum square footage of 1750 sq. ft. for one story, slab on grade style homes.
- vi. All homes must have a 6-12 pitched roof.
- vii. All homes will have a 2 car garage.
- viii. No vinyl siding will be allowed.

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

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

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

ARTICLE VI REMEDIES

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

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

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

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

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

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with

respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

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

ARTICLE VII GENERAL PROVISIONS

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

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

To Owners: CRAYTHORNE DEVELOPMENT
 601 West 1700 South
 Syracuse, Utah 84075

To City: WEST POINT CITY CORPORATION
 3200 West 300 North
 West Point, Utah 84015

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

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

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

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

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

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

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

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

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

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

7.10 Site/Landscape Plan. The Owners will prepare an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape Plan shall be executed and binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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

WEST POINT CITY CORPORATION:

GARY PETERSEN ., Mayor Pro Tem

ATTEST:

CASEY ARNOLD, City Recorder

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

Erik Craythorne
President of CRAYTHORNE DEVELOPMENT

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

Notary Public
Residing in: _____
My Commission Expires: _____

EXHIBIT A

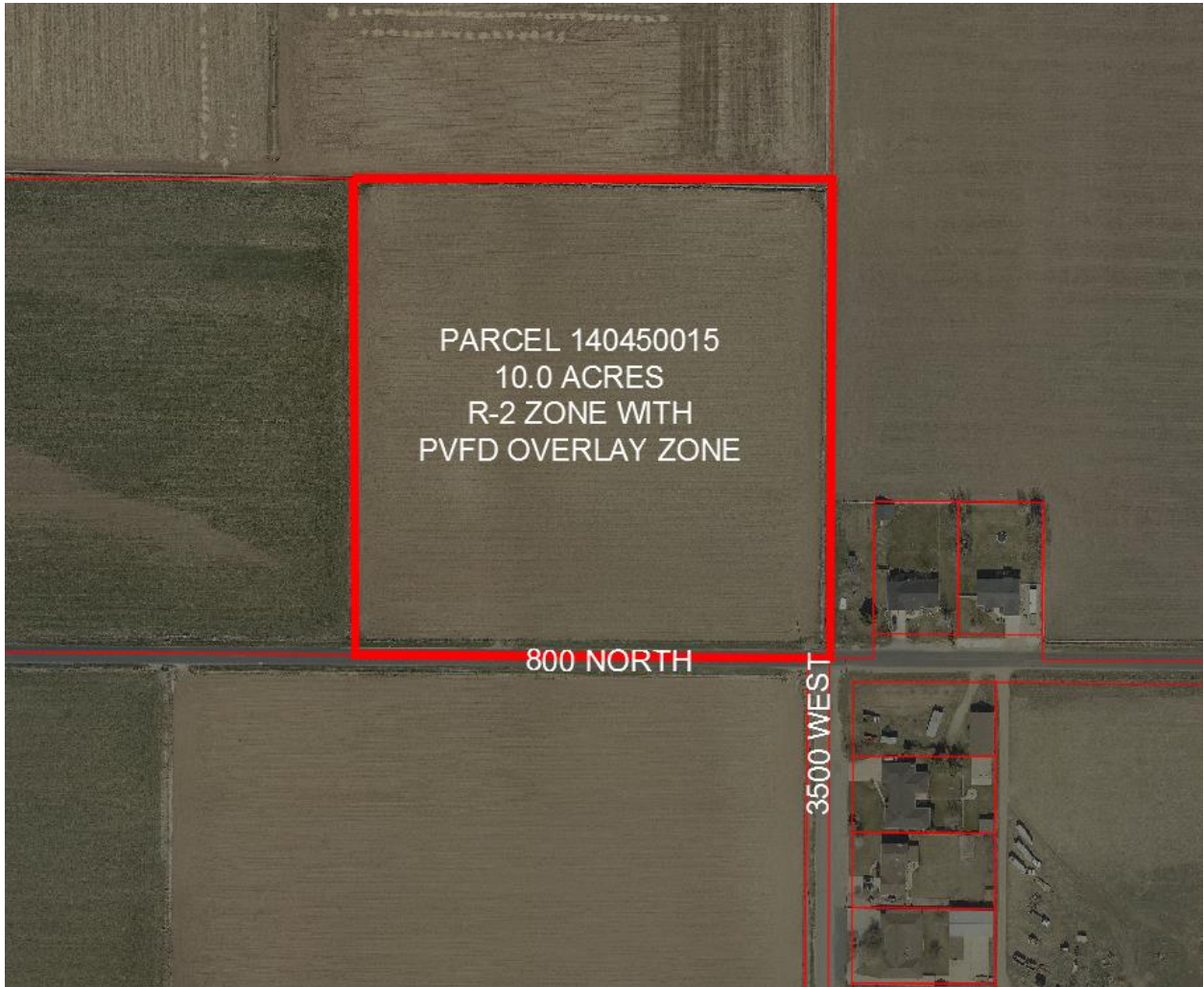


EXHIBIT B

Parcel ID: 140450015

Legal Description:

BEG AT THE SE COR OF THE NW 1/4 OF SEC 32-T5N-R2W, SLM; TH W 40 RODS;
TH N 40 RODS; TH E 40 RODS; TH S 40 RODS TO THE POB. CONT. 10.00
ACRES

Chapter 17.35 PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) OVERLAY ZONE

Sections:

- 17.35.010 Purpose and objectives.**
- 17.35.020 Use in combination.**
- 17.35.030 Definitions.**
- 17.35.040 Permitted uses.**
- 17.35.050 Approval standards and procedures.**
- 17.35.060 Variations to underlying zone permitted.**
- 17.35.070 Density calculations.**
- 17.35.080 Development standards.**
- 17.35.090 Developer's agreement.**

17.35.010 Purpose and objectives.

The purpose of the planned residential unit development (PRUD) overlay is to encourage imaginative and efficient utilization of land through large-scale residential development and provide a greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and desirable environments within the residential areas of West Point City. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.020 Use in combination.

The PRUD overlay zone shall only be used in combination with existing R-1, R-2 and R-3 underlying residential zones. The provisions of the PRUD shall become supplementary to the provisions of the zone with which it is combined. The PRUD zone shall not be applied to a land area as an independent zone and shall be shown on the zoning map in parentheses next to the zone in which it is combined. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.030 Definitions.

“Common space subdivisions” are defined in this chapter as an individual housing unit or group of housing units where the property line consists only of the footprint of the dwelling. All property outside that buildable lot shall be owned in common by the entire development.

Planned Residential Unit Development. The “PRUD overlay zone” shall be defined as traditional lot-style housing developments or common space housing developments that offer development flexibility and increased density while providing improved quality of the development for the surrounding community.

“Sensitive land” shall mean land which is generally unbuildable, and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, faults, and other

geological or environmentally sensitive features and lands below the high water mark of the Great Salt Lake which is at elevation 4,217 feet above sea level.

“Traditional lot-style subdivisions” are defined in this chapter as developments that have building lots that adhere to minimum lot standards including, but not limited to, frontage widths, lot depth and lot size. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.040 Permitted uses.

Uses permitted in the PRUD zone shall be limited to those listed as permitted uses by the provisions of the underlying zone with which the PRUD zone has been combined. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.050 Approval standards and procedures.

A. Procedure. The PRUD overlay zone shall be approved as a rezone by ordinance of the city council, following the same process as other zoning amendments pursuant to WPCC [17.05.090](#), in conjunction with a developer’s agreement as set forth in WPCC [17.35.090](#) and a development plan as described below. The development plan shall include the following:

1. A general layout of all proposed lots.
2. A tabulation of the total acreage of the site, and the percentages thereof to be designated for various uses, i.e., parking, residential units, open space, streets, etc.
3. Detailed description of proposed density calculations and bonus amenities as defined in WPCC [17.35.070](#).
4. Proposed circulation pattern, including private and public streets and pedestrian paths.
5. Parks, common open spaces, playgrounds, school sites, and other public or private recreation facilities and improvements proposed within the planned residential unit development.
6. The general location of all dwellings and other structures in the PRUD and building densities per gross acre, including tables or graphs showing the percentages of each dwelling type being proposed.
7. Proposed location of parking and ingress or egress.
8. A landscaping plan showing what areas are to be landscaped and what types of plants and materials are to be used.
9. Development elevation drawings or perspective drawings of all building types proposed within the PRUD.
10. A draft of the declaration of covenants, conditions, and restrictions.

B. Approval Criteria. Submittal of an application for a zoning amendment for a PRUD overlay zone shall not guarantee that the zone or development plan will be approved. After review of the zoning amendment and development plan, the planning commission shall submit a recommendation to the city council. The city council may approve the zoning amendment and development plan at its discretion and if it finds:

1. The proposed PRUD overlay zone and associated development plan:

a. Do not create a significant conflict with the intent of the general plan; and

b. Meet the purpose and intent of this chapter; and

c. Provide superior site design and increased amenities as set forth in this chapter.

C. Subdivision Requirements. An application for preliminary subdivision approval may proceed after the city council has voted in favor of the proposed overlay zone request. Compliance with the requirements of this chapter does not exempt an applicant from meeting the requirements of Chapter [16.05](#) WPCC (Subdivisions Ordinance) except as may be modified pursuant to the provisions of this chapter.

D. Approval Expiration. An applicant that has received the PRUD overlay zone and a development plan approval must file a completed final plan application within 12 months from the date of the approval and rezone. Upon request from the applicant, the city council may grant a one-time 12-month extension for filing a final plan. If no completed final plan application has been submitted before the time of expiration the property may be rezoned by the city council to remove the PRUD overlay zone. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.060 Variations to underlying zone permitted.

The planning commission may recommend to the city council variations from applicable development standards in the underlying zoning district that include, but are not limited to, street widths, curb, gutter and sidewalk, setbacks, frontage widths, minimum lot size, etc., only if it finds that all of the following conditions are met:

A. That the granting of the variation will not adversely affect the rights of adjacent landowners or residents;

B. That the variation desired will not adversely affect the public health, safety, or general welfare; and

C. That the granting of the variation will not be in opposition to the general spirit and intent of this chapter or West Point City's general plan. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.070 Density calculations.

A. Base Density. Base density shall be determined by the underlying zone as set forth in the zoning table found in WPCC [17.25.080](#). The base density shall be calculated on the gross area of the site, but shall not include sensitive lands as defined in this chapter. Developments seeking flexibility, but not necessarily increased density, may do so under the provisions of this chapter. Base density developments in a PRUD overlay zone can provide a degree of flexibility that would not normally be allowed under the base zoning code. Developments seeking such flexibility must propose a minimum of a five percent amenity bonus as outlined in subsection (B) of this section.

B. Density Bonus. The city council, after receiving a recommendation from the planning commission, may authorize a density bonus of a minimum of five percent up to a maximum of 20 percent above the base density. The bonus density shall be calculated on the gross area of the site, but shall not include sensitive lands as defined in this chapter. However, sensitive lands if properly improved may qualify as an amenity and count towards the required bonus. The purpose of the

density bonus is to provide an incentive to a development while enhancing the overall characteristics of the subdivision that is not required by the applicable underlying zone, and which otherwise would not be an option. Density bonus shall be awarded according to the following list of bonus items. Each qualifying amenity or item shall be granted a percentage increase to the base density, but in no case shall the bonus exceed the percentage indicated (shown in parentheses). Bonuses listed below that share common elements regardless of the subsection shall not be used together to create a greater bonus percentage.

1. Increased Landscaping (Up to 10 Percent).

- a. The majority of new plant material used for landscaping the PRUD shall be drought-tolerant plants. The landscaping design shall locate plant materials in similar water usage demand zones to ensure proper irrigation coverage and reduce wasteful watering. (Up to two percent.)
- b. Landscaping is designed and installed by the developer or other reasonable means approved by the city council along all streets of the PRUD according to a theme which provides unity and interest to the PRUD and must include the installation of two two-inch caliper street trees per dwelling placed in the park strip or near the roadway. (Up to five percent.)
- c. Developments which provide a completely landscaped front yard by the developer or other reasonable means as approved by the city council, including grass or ground cover, shrubs, and trees as defined in WPCC [17.80.260](#). (Up to eight percent.)

2. Enhanced Overall Design Theme (Up to 15 Percent).

- a. Entrance feature, signage, and landscaping which will establish a strong theme for the PRUD. (Up to two percent.)
- b. Theme lighting used throughout the PRUD for street lighting, the lighting of walkways, entrances and building exteriors. (Up to three percent.)
- c. Architectural details of all buildings have a common theme which unifies the entire PRUD. This theme is not so dominant, however, that all buildings are identical. (Up to five percent.)
- d. Fencing on all lots that is uniform in design and type and that is an upgrade from chain link or all vinyl fencing. (Up to five percent.)
- e. Perimeter fence surrounding the PRUD that is architecturally designed and is an upgrade from chain link or all vinyl fencing. Examples include: architecturally designed brick or masonry walls, vinyl with brick or stone columns and open fencing such as wrought iron. (Up to seven percent.)
- f. Special features such as fountains, streams, ponds, sculptures, buildings or other elements which establish a strong theme for the development and are utilized in highly visible locations within the development. (Up to 10 percent.)

g. Large special features, such as lakes, which define the theme of the development and are utilized throughout the entire project. (Up to 15 percent.)

3. Recreational Amenities (Up to 20 Percent).

a. The PRUD development includes a recreational amenity primarily for the use of the residents of the development. Recreational amenities include swimming pools, sports courts, spas, or other features as approved by the city council. The planning commission will recommend to the city council the points based on the cost of the amenity, its benefit to the residents of the development, its size and the number of amenities in the development. (Up to 15 percent.)

b. Development of a playground or park area with play features or picnic areas. The size and quality to be determined by the city council with a recommendation from the planning commission. A minimum of 10 percent of the gross area of the development must be incorporated into the park area. (Up to 10 percent.)

c. Development of a common building which shall be used for meetings, indoor recreation, or other common uses as approved by the planning commission. (Up to 15 percent.)

d. Development of a trail system throughout the subdivision and connecting to adjacent trail systems where possible. (Up to 10 percent.)

e. Dedication of land to the city for the development of a regional trail system. (Up to 10 percent.)

f. Dedication of land to the city for the development of all or a portion of a regional park. (Up to 10 percent.)

4. Improved Building Design (Up to 10 Percent).

a. All dwellings are built of 100 percent approved materials, i.e., brick, stone, stucco, Hardie board. (Up to two percent.)

b. All single-family structures have a minimum of a three-car garage. (Up to five percent.)

5. Energy Efficiency (Up to Three Percent). All dwellings are designed with active, passive, or photovoltaic solar features. (Up to three percent.)

6. Improved Open Space (up to 15 Percent).

a. Stormwater detention facility areas that are designed and used for multiple purposes which blend with the overall theme of the open space design, i.e., the grading and landscaping are carried out in such a manner that the use as a detention pond is not discernible. (Up to five percent.)

b. Open space shall be designed and improved (not leftover space between buildings) and shall flow uninterrupted through the entire development, linking dwellings and recreational amenities. The percentage bonus approved by the city council will be based on the size and quality of the open space. Open space shall be a minimum of 10 percent

of the gross area of the development. Open space must be improved with grass and a sprinkler system for the majority of the area. (Up to 10 percent.)

7. Other Amenities (Up to 15 Percent). Other amenities may be approved by the city council with a recommendation from the planning commission. (Up to 15 percent.) [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.080 Development standards.

The development standards that are set forth in this section shall prevail over any contrary base zoning standards established in this title. The following standards shall apply and are still subject to the requirements set forth in Chapter [16.05](#) WPCC unless variations are granted as set forth in WPCC [17.35.060](#) and are included in a developer’s agreement:

A. Common Space Subdivisions. The following standards shall apply to common space subdivisions:

1. Density. Allowed density and bonus density for common space subdivisions shall conform with the standards set forth in this chapter.
2. Open Space. Due to the clustering of dwelling units within the common space subdivisions, there will naturally be open space remaining. The open space must be maintained as set forth in subsection (C)(5) of this section.
3. Zones Allowed. Common space subdivisions shall only be allowed in the R-2 and R-3 zones and shall not be allowed in the R-1 zone.
4. Attached Units. Dwelling units in this subdivision option may be clustered in common-wall construction with a maximum of four consecutively attached units. No such units are allowed above other units.
5. Multifamily. All PRUDs that have attached units shall follow the standards set forth in WPCC [17.120.050](#) which shall include, but not be limited to, landscaping, parking, and building design.
6. Minimum Building Setbacks. The following minimum standards shall apply:

	R-1	R-2	R-3
Building Setbacks			
Front (from back of sidewalk)	N/A	20'	20'
Side (from building to building)	N/A	10'	10'
Rear (from building to building)	N/A	30'	30'

B. Traditional Lot-Style Subdivisions. The following standards shall apply to traditional lot-style subdivisions:

1. Density. Allowed density and bonus density for traditional lot-style subdivisions shall conform with standards set forth in WPCC [17.35.070](#).

2. Minimum Lot Standards. The following minimum standards shall apply:

	R-1	R-2	R-3
Minimum Lot Size (sq. ft.)	10,000	8,000	7,000
Minimum Lot Widths	85'	75'	70'
<i>Building Setbacks</i>			
Front**	25'	20'	20'
Side*	10/8'	10/5'	10/5'
Rear**	30'	25'	25'

* One side must be 10 feet and the other side eight feet for a total of 18 feet.

** The front and rear setbacks may be swapped.

C. General Standards. The following standards shall apply to all developments in the PRUD overlay zone regardless of the style of development that is proposed:

1. Access. Access shall be required as described in Chapter [16.05](#) WPCC.

2. Local streets which are internal to the development and provide circulation within the development shall be as public streets. Minor terminal streets that provide access to individual units or a group of units may be either public or private streets, provided they meet the following criteria:

- a. Public streets, sidewalks, curb/gutter and other street facilities shall meet the appropriate right-of-way widths and design requirements as required in the public works standard drawings.
- b. Private streets, sidewalks, curb/gutter and other street facilities shall meet the appropriate right-of-way widths and design requirements as required in the public works standard drawings.

The homeowners' association shall be responsible for maintenance, repair, and replacement of private streets and sidewalks.

3. Common Areas. Unless otherwise approved by the city council, common open space that is provided shall be devoted to landscaping, preservation of natural features, patios, and recreational areas. Common open space may be distributed throughout the PRUD and need not be in a single large area. Developments that include sensitive lands such as the FEMA floodplain, wetlands or other sensitive features may only include such sensitive lands as open space when they have been designed as an integral part of the project.

4. Fencing. Perimeter fencing shall be required in all PRUD overlay zones.

5. Maintenance Plan. In order to maintain a visually appealing development, the developer shall provide a maintenance plan for the upkeep of open space or other landscaped amenities within the development. If any open space or other landscaped amenities exist that are owned in common, a homeowners' association (HOA) shall be required. In the event that the HOA does not maintain the open/common space and improvements as indicated at the time of approval, the city may perform the required maintenance or contract a third party to perform the required maintenance and recover all costs from the HOA. The city shall provide written notice to the HOA 30 days prior to performing any work. After the work is completed the city shall send a bill to the HOA for any costs associated with performing the work. If the HOA does not pay within 30 days, the city may issue a lien on the property. This provision shall be included in the developer's agreement. [Ord. 09-18-2018A § 2 (Exh. A)].

17.35.090 Developer's agreement.

An applicant that is seeking to develop under the provisions of this chapter must at the time of approval enter into a developer's agreement with the city council as set forth in WPCC [16.05.110](#). [Ord. 09-18-2018A § 2 (Exh. A)].

Mobile Version

City Council Staff Report

Subject: Discussion of Broadband Fiber Internet
Author: Kyle Laws
Department: Executive
Date: April 2, 2019



Background

At the Council Visioning Session in January 2019, we discussed the recent RFI for Broadband Fiber to the Home. The Council wasn't completely unanimous in a decision to move full steam ahead but gave direction to move forward with a draft Agreement with UIA/UTOPIA and to try and arrange a meeting for Gary Crane, the City Attorney for Layton and Morgan, to speak with us. At the March 19, 2019 meeting, Roger Timmerman from UIA/UTOPIA came and addressed the Council regarding the infrastructure and key points of the agreement. It is also important to note that Gary Crane will be attending our next meeting on April 16, 2019, as requested by the City Council.

Analysis

After the last meeting several questions were posed in an email by Council Member Turner. They were good questions and certainly worthy of discussing. An email reply was sent to the Council and will be the starting point for our discussion at City Council. Below are the questions and answers from that email.

1. What is the debt amount the city would take on?

The City would not take on any debt, we would just enter into a contract that would cost the City money in the event that there was a revenue shortfall, the likelihood of that seems low due to our demographics and growth potential, as well as the interest that appears to exist within the City. In the event that the City does have to pay any shortfall those funds would be repaid back to the City when revenues exceed the financing amount.

2. How long is the debt commitment? I assume it's a rate that would change day by day with FTTH connections.

This rate will not change day by day with Fiber-to-the-Home (FTTH) connections. At most, the length of time would be 27 years (2 years of capitalized interest and 25 years with financial obligation). However, if UIA pays off its debt related to the West Point project early, then the term would end earlier.

3. What are the financial commitments if we don't meet the mark by 5, 10, 15, 20, 30, etc %. If 1,306 is the number of commitments how long do we need 1,306 commitments?

*If 1,306 is the number in the contract, then that is the target number for the entire duration of the contract, it will not change. The percentage take rate will change as new homes are built in the City but that would lower the percentage. It is important to note that the take rate percentage is used only for the sake of discussion, the important number is the 1,306, because that will be the connections needed to cover the debt obligation. Each subscriber short of the needed number is the equivalent of a \$30/mo shortfall. For example, if we are short 100 subscribers, then the cost to the city would be 100*30, or \$3,000/mo. The revenue requirement does not change over time, but the take-rate% decreases as a result of new homes/businesses being built, so it is generally better to think of this as a number of subscribers or revenue requirement rather than an ongoing take-rate requirement.*

What about inflation?

Inflation does not affect this project or contract. The obligation is tied to the payment schedule of the financing, which does not increase with inflation.

With the reverse, how fast does it reduce our commitments if we get 5, 10, 15, 20% more connections?

The commitment does not reduce with additional connections because we will always need 1,306 connections. However, the City obligation also does not increase despite the additional cost of expanding the network and performing additional installations beyond the commitment level.

4. What happens if one municipality defaults on their debt?

Municipalities cannot default on their debts related to the UTOPIA Fiber project. UTOPIA Fiber contracts are backstopped by tax revenue sources (i.e. franchise revenue), and the financing would have authority to collect this directly from the Tax Commission, if necessary. We've never had to do this and don't expect to, but there is no risk to West Point City of other cities defaulting.

Does it affect the service or our pricing or the parent company UTOPIA or UIA?

Not applicable, because of the response above.

Is the pricing locked at \$30 for the backbone indefinitely?

Yes, it is locked at \$30/mo for the term of the contract (defined in the contract as \$30/mo Hook-up Lease), unless both the city and UIA chose to renegotiate this during the term.

5. Does it reduce the cities bond limit capacity if we incur the debt?

In the proposed model from UIA, UIA would carry the debt. There would be no City debt and this does not limit the City's capacity to incur debt for other purposes. Meaning it will not affect our debt ratio or our ability to bond or incur debt for other projects. It does limit our ability to use Franchise Revenues, or whatever backstop we choose for this project, for other debt because it can't be doubled up on different bonds.

6. At 1,300 connections, and at 30 connection fee for 1 year with a 27 year commitments equates to \$12,636,000.

Yes, that's right. This is a conservative estimate for the financing costs (Principal and Interest), which comes in at \$12,493,750. Thus, you can see why there is a ~1,300 connections of \$30/mo requirement for the break-even of the capital costs and financing costs of the project.

7. Why doesn't the City bid out its own fiber infrastructure? Price check UTOPIA. Maybe it's much less, maybe much more.

We can do this and that is essentially what Connex provided us in their RFI response that I mentioned at the Council Retreat. It is definitely more expensive for the City because we have to come up with the millions of dollars to make the project happen as opposed to only being responsible for any shortfall on subscribers. If you want us to explore this further we can, but the purpose of the RFI was to see what options were out there.

From Roger at UTOPIA: No problem if the City chooses to compare our model with other options. All UTOPIA Fiber purchase contracts, engineering contractors, construction contractor contracts, etc. are done as the result of competitive RFP bidding and benefit from the scale of the overall UTOPIA Fiber project. Generally, the economics of small city projects are far worse than the economics achieved by the UTOPIA Fiber partnership.

8. Can we negotiate a lower percentage?

We can't negotiate a lower percentage because the percentage is simply a function of the construction costs and financing terms. However, we can add revenue to the system to offset the percentage take-rate needed, but that doesn't seem like an option we would really want to consider.

9. Will UTOPIA guarantee to have service at every home even 4500 W north of 1800 S or the last house on 700 S? How are we guaranteed a connection to every home?

From Roger: The final draft of the contract will include a coverage map of what is covered under reasonable build conditions and what is not covered. If the City chooses to include outlier locations that are cost prohibitive, then that may increase the city obligation.

I have not seen this coverage map yet and they haven't indicated that there are areas that are cost prohibitive and therefore wouldn't be part of the project.

10. Why do their financials differ from the Penn State study?

From Roger: The Penn State study ignores all UIA projects and looks only at the early phase of UTOPIA. It also severely mischaracterizes UTOPIA's financials by counting city payments towards debt obligations as new UTOPIA operating losses, which is a gross misrepresentation of the real financial condition of UTOPIA. Several third parties have criticized or debunked the validity of the

Penn State study. Likely not a coincidence, Penn State is a major research partner to and recipient of major funding from Comcast.

11. Finally, why did their connections number change so much from below 30% to now 40%+. Those are big numbers to be off.

From Roger: The original model had assumed the interconnect costs would be covered by UETN (Utah Education and Telehealth Network) connections for schools. These were not awarded, and therefore did not contribute to reducing the costs of the project as was hoped. Additionally, the financing model adds some buffer to ensure that market fluctuations can be covered with the contracted terms. Also, the original model assumed a blend of business and residential revenues. This is still applicable. An assumption of \$6,000/mo of business revenue (with 50% counting towards the city obligation) would offset 100 residential subscribers or 3.3% take-rate. However, we have modeled this most recently without business revenue simply for the sake of simplicity. We have more confidence in hitting a higher take-rate from residential subscribers in West Point vs. achieving a specific revenue amount from businesses/schools/churches, so it has been presented more recently as being focused on residential subscriptions rather than a blend of residential and business.

Remember that the DSD is not currently contracted to UTOPIA Fiber so including them in the calculation would inaccurately lower the take rate needed.

In addition to these questions, Council Member Turner made the following statement in the email that I believe needs to be addressed as well:

Last year when we spoke about it. We also said we'd get people from other providers like "Comcast" to come in and speak with us about any future plans for West Point. It would be nice to hear from them and other also.

I do not remember that we were going to do this and apologize for not arranging that if this was the case. However, I did include them in the RFI that was sent out last November and they did not respond with any information. I can only draw the assumption that they cannot provide what we are looking for. I believe this was a great opportunity for them to provide us with information about their future plans for the City and to help us understand what might already exist here in the City. They have not reached out to me in the last 4 months to further inquire either.

Staff continues to receive calls from residents asking about internet options and following up with the survey that was completed last February, 2018. We believe there is still significant interest from the public for more options for internet service providers and faster internet. There are many subdivision and streets where residents only have one option for Internet (Comcast or CenturyLink) and they are subject to the rates and speed that company can or is willing to provide.

As mentioned above, we will have Gary Crane, the attorney for Layton and Morgan to give us his perspective on this type of project and his experience with UTOPIA with both of those cities.

Also, as a reminder, we put out an RFI and asked 6 specific providers to submit information for a Fiber-to-the-Home project and only 2 responded. Staff is willing to continue to gather more information if needed and to continue to answer questions for you.

Recommendation

Staff realizes that we have been more involved in the details of this process and we are trying to bring you up to speed on what we know and have learned. As the City Manager, I realize that my knowledge and understanding gives me a higher level of comfort in proceeding with this project than some of you currently have. I do believe this is a great opportunity for the City currently and especially for the future of the City and it is my recommendation that we move forward with approving the agreement. In the past the Council has wanted recommendations from Staff so I feel like I am not doing my job if I fail to provide you with a recommendation. However, having said that, I am not pushing you to this action, nor do I think you should make a decision without the information you need. I am simply giving you my professional opinion and then leaving it up to you as a Council to decide how you want to move forward.

No formal action is required at this time. This is for discussion purposes only, but Staff would like any feedback or direction the Council may have regarding this potential future project.

Significant Impacts

The risk with this project is low subscriber rates which would put the City on the hook to cover the shortfall in the debt obligation. Worst case scenario would be that nobody subscribes leaving the City with the full debt obligation payment of \$39,180 per month or \$470,160 per year. Staff believes this risk is low based on the terms of the agreement, the demographics of the City, the benefit that future growth plays, and the positive response to the survey completed last year.

Attachments

None

City Council Staff Report

Subject: Rezone – Apartments – 101 N 2000 W
Author: Boyd Davis
Department: Community Development
Date: April 2, 2019



Background

Wright Development has submitted an application and construction plans for an apartment complex on the property they own just south of Smith's. The complex will include 108 units, a clubhouse, a pool, a playground, and a fitness center. The Planning Commission granted final pad approval on March 14th.

Analysis

The property is located at 101 N 2000 W, just to the west of the Del Taco restaurant. The entrance to the property will be the road between Del Taco and the medical building.

Copies of the elevation drawings are attached to this report. Staff has reviewed the drawings and find that they are substantially in compliance with the code. There were two minor issues that have been corrected. First the roof line of the clubhouse must have more articulation, which the developer has agreed to add. Also, the Planning Commission asked that the back of the garage units have more articulation to make them more attractive at the entrance to the complex.

Staff has reviewed each item of the code for compliance. Below is a chart summarizing each item.



Standard	Required	Proposed
Density – R-5 zone not to exceed 20 units/acre	20 unit/acre	20 unit/acre
Unit Size – minimum 700 sqft	≥ 700 sqft	738 sqft
Unit Size – average sqft of all units shall be not less than 900 sqft	≥ 900 sqft	927.8 sqft
Color – minimum of 4 color per elevation	≥ 4 colors	4 colors
Foundation – exposed foundation shall not exceed 2 feet above grade	≤ 2'	< 2'
Building Materials – 33% of brick or stone on all sides of the structure	≥ 33%	<i>apx</i> > 33%*
Balconies – preferred open rail	Open	Open
Stairways – enclosed and screened from view	Enclosed	Enclosed
Landscaping - For every 800 square feet of landscape one shade tree shall be planted.	137 trees	171 trees
Open Space – 30% open space is required	≥ 30%	46%
Parking Stalls – 1 ½ stalls for every unit (108 units)	162	161
Garages shall be available for 20 percent of the total number of units.	22	22
Covered parking shall be available for at least one covered parking stall for each unit.	108	108
Horizontal Articulation – extend 2x wall height offset 5% walls height	*	*
Vertical Articulation – extend 2x wall height change 15% walls height	*	*

In addition to the review of the buildings, staff has also reviewed the site plan and utility plans for the project. There are a few items to be addressed:

- The final plans for the sewer outfall need to be finalized. Staff is working with Davis County to obtain an easement for the sewer line.
- A reimbursement agreement will be prepared once the sewer line is finalized.

A developer's agreement has been prepared that addresses the maintenance of the detention pond and other general responsibilities of the developer.

Recommendation

Staff recommends final pad approval of the Point Apartments and approval of Resolution 04-02-2019A

Significant Impacts

None

Attachments

- Concept Plan
- Elevation Drawings
- Site Plan
- Landscape Plan
- Developer's Agreement

Site Summary			
Gross Site Area		5.40 AC	
Dwelling Units		108 DU	
Density		20 DU/AC	

Plan Summary						
1A	1	738	24	22.2%	Total Net S.F.	Avg. Net S.F.
1B	1	810	33	30.6%		
2A	2	1045	9	8.3%		
2B	2	1010	9	8.3%		
2C	2	1050	24	22.2%		
3A	3	1341	9	8.3%		
Total			108	100.0%	100206	927.8

Type	No. Units	Mix
1 bedroom total	57	52.8%
2 bedroom total	42	38.9%
3 bedroom total	9	8.3%
Total	108	100.0%

Parking Summary			
Parking required	No. Units	Spaces Required	Spaces/ Unit
1 bed	57	86	1.5
2 bed	42	63	1.5
3 bed	9	14	1.5
Total		163.0	1.5

Parking provided			
Garage Spaces		31	0.29
Cover Spaces		87	0.81
On Site Spaces		43	0.40
Total parking spaces		161	1.5



Architecture + Planning
820 16th Street, Suite 500
(303) 825-6400
ktgy.com



THE POINT
WEST POINT CITY, UTAH

2018 - 0501

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

SITE PLAN
1/64" = 1'

A1.0



Architecture • Planning
 303.875.5400
 ktgy.com



THE POINT
 WEST POINT CITY, UTAH

2018 - 0501

CONCEPT DESIGN PACKAGE
 FEBRUARY 05, 2018

APARTMENT ELEVATION

A2.0



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1301 B254600
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THE POINT
WEST POINT CITY, UTAH

2018 - 0501

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

APARTMENT ELEVATION

A4.0



A6.0

CLUBHOUSE ELEVATION

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2018

2018 - 0501

THE POINT
WEST POINT CITY, UTAH



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200 1st Street, Suite 500
(303) 825-6400
ktpg.com





Architecture • Planning
800 16th Street, Suite 500
Boulder, CO 80502
303.440.4400
ktgy.com



THE POINT
WEST POINT CITY, UTAH

2018 - 0501

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

CLUBHOUSE ELEVATION

A7.0



A10.0

CLUBHOUSE ELEVATION

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

2018 - 0521

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800 19th Street, Suite 500
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A11.0

CLUBHOUSE ELEVATION

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

2018 - 1501

THE POINT
WEST POINT CITY, UTAH



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830 19th Street, Suite 500
West Point, UT 84603
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Architecture • Planning
300 16th Street, Suite 550
(303) 833-6400
ktgy.com



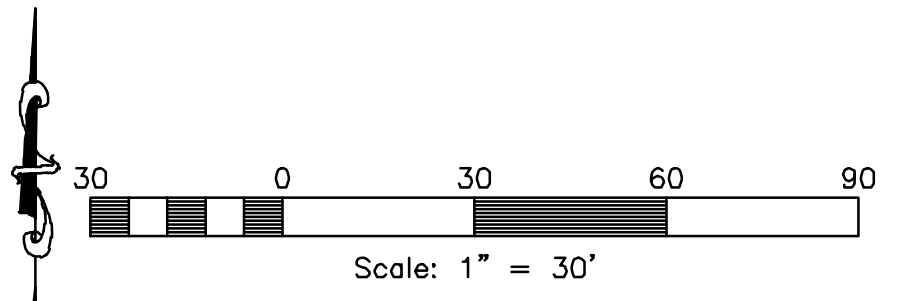
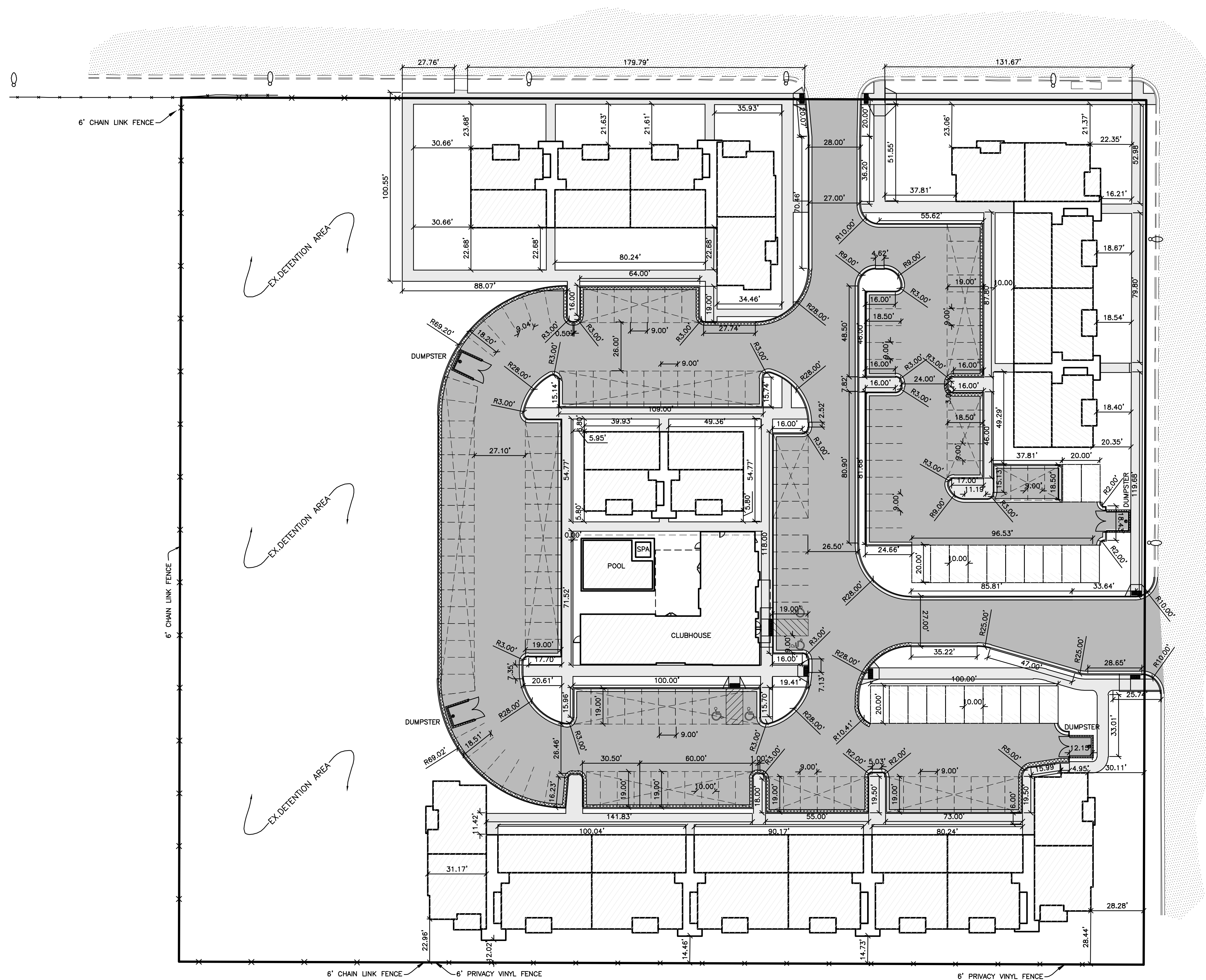
THE POINT
WEST POINT CITY, UTAH

2018 - 0501

CONCEPT DESIGN PACKAGE
FEBRUARY 05, 2019

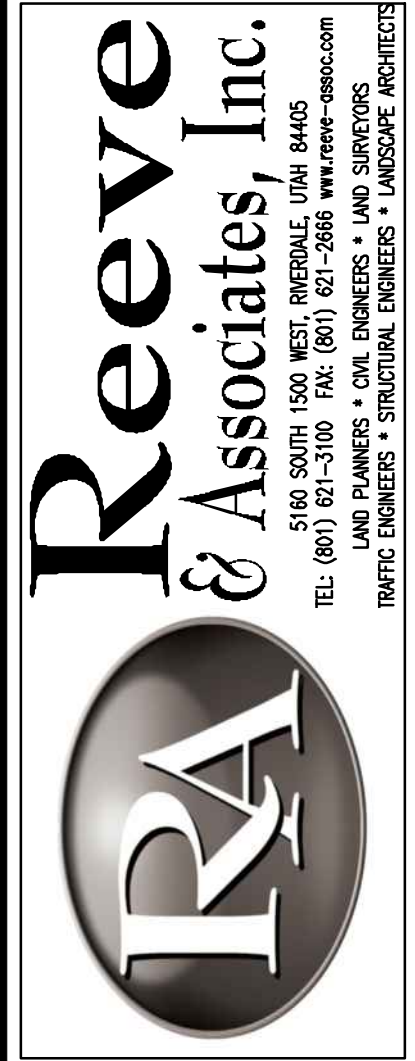
GARAGE ELEVATION

A12.0



Site Table

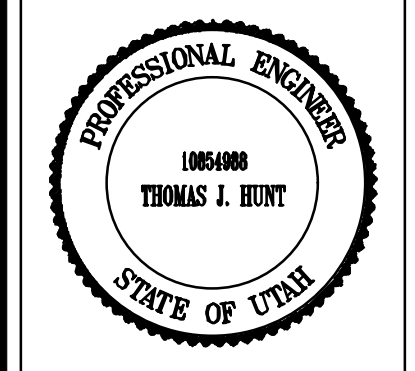
TOTAL PARKING.....	162
PARKING STALLS.....	32
CARPORT PARKING.....	108
GARAGE PARKING.....	22
TOTAL AREA.....	5.44 ACRES
GREEN SPACE/OPEN SPACE.....	2.58 ACRES (47.4%)
HARDSCAPE.....	1.92 ACRES
RESIDENTIAL UNITS.....	0.94 ACRES



REVISIONS	DESCRIPTION

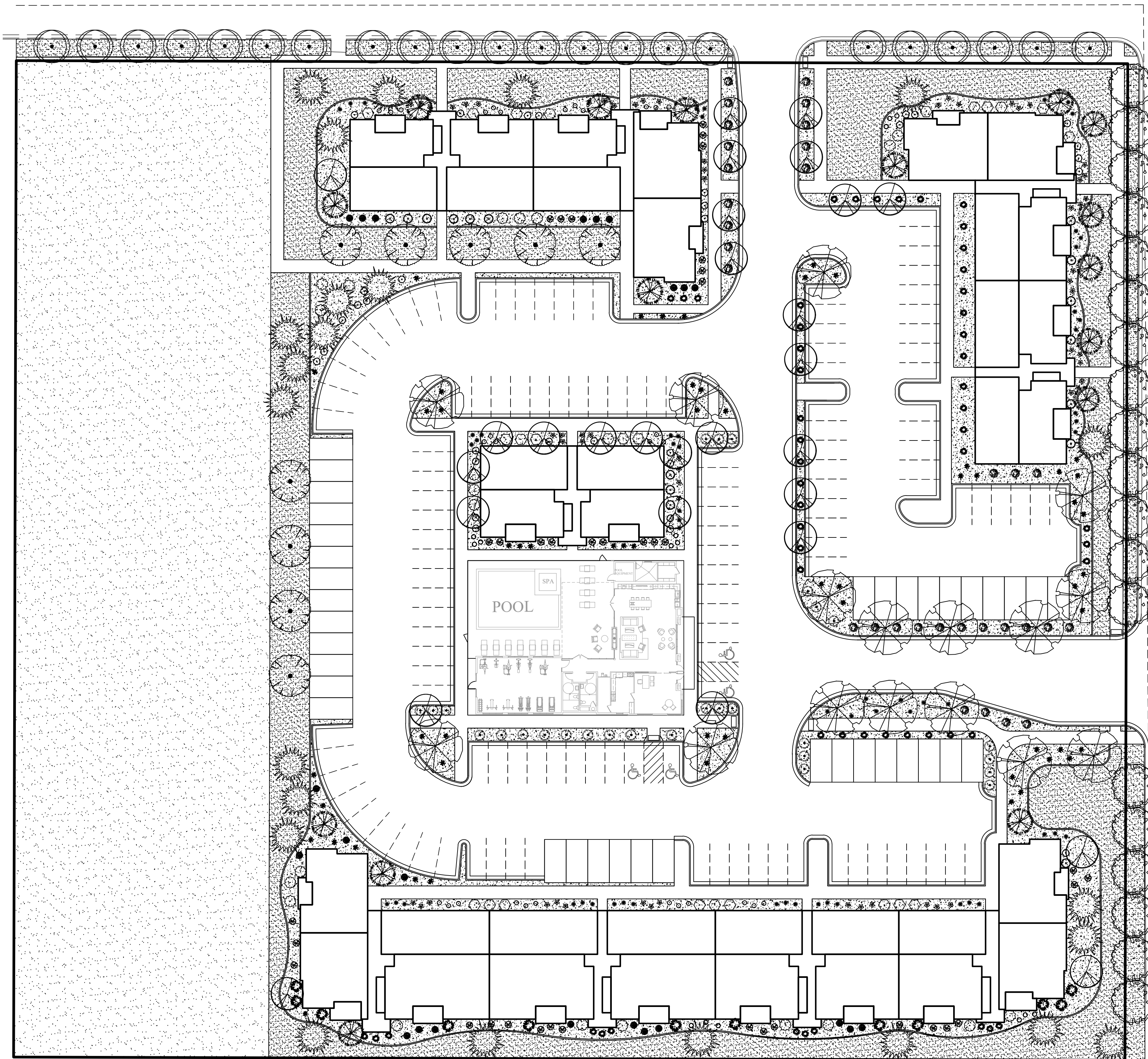
The Point Apartments
 WEST POINT CITY, DAVIS COUNTY, UTAH

Proposed Site Plan



Project Info.
 Engineer: THOMAS J. HUNT, P.E.
 Drafter: C. KINGSLEY
 Begin Date: NOVEMBER 2018
 Name: THE POINT APARTMENTS
 Number: 6407-14

Sheet **9**
4 Sheets



Plant Table

TREES				
Quant.	Symbol	Scientific Name	Common Name	Planting Size
16		<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf's Limber Pine	7' HT - B&B
28		<i>Malus</i> 'Prairie Fire'	Prairie Fire Crabapple	2" cal.
23		<i>Pinus nigra</i>	Austrian Pine	7' HT - B&B
22		<i>Pyrus calleryana</i> 'Aristocrat'	Aristocrat Flowering Pear	2" cal.
16		<i>Gleditsia tria. iner.</i> 'Imperial'	Imperial Honeylocust	2" cal.
19		<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple	2" cal.
9		<i>Carpinus betulus</i> 'Fastigiata'	Columnar Hornbeam	2" cal.

SHRUBS				
Quant.	Symbol	Scientific Name	Common Name	Planting Size
21		<i>Euonymus alatus</i> 'Compacta'	Dwarf Burning Bush	5 gal.
12		<i>Pinus mugo</i> 'Pumilio'	Dwarf Mugo Pine	5 gal.
23		<i>Spiraea japonica</i> 'Magic Carpet'	Magic Carpet Spirea	5 gal.
32		<i>Rosa noatrum</i>	Flower Carpet Rose	5 gal.
25		<i>Buxus microphylla</i> 'Winter Gem'	Winter Gem Boxwood	5 gal.
28		<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper	5 gal.
16		<i>Physocarpus opulifolius</i> 'Angel'	Angel Ninebark	5 gal.
37		<i>Potentilla fruticosa</i>	Bush cinquefoil	5 gal.
32		<i>Nandina domestica</i>	Heavenly Bamboo	5 gal.

PERENNIALS				
Quant.	Symbol	Scientific Name	Common Name	Planting Size
55		<i>Calamagrostis</i> 'Karl Foerster'	Karl Foerster Grass	5 gal.
57		<i>Hemerocallis</i> 'Stella de Oro'	Stella de Oro Daylily	1 gal.
58		<i>Heuchera</i> x 'Fire Alarm'	Fire Alarm Coral Bells	1 gal.
15		<i>Sedum</i> 'Autumn Joy'	Autumn Joy Sedum	1 gal.
30		<i>Astilbe</i> x <i>arendsii</i> 'Rheinland'	Rheinland Astilbe	1 gal.
61		<i>Hosta</i> x 'Liberty'	Liberty Plantain Lilly	1 gal.

- Turf Grass - To be sodded.
- Grass Seed Mix - To be Hydroseeded
- A 3" layer of 2" minus gravel mulch over Dewitt Pro 5 Weed Barrier Cloth, or equal.
- Concrete Curbing 6"x6"

City Requirements

Required Landscape

Site (237,021 sf)
 Required: 15%: (35,553 sf)
 Provided: 46%: (110,647 sf)

Park Strips

Trees Required: 40 (2/50ft)
 Trees Provided: 41

Landscape Trees

Trees Required: 89 (1 tree/400 sf of Required LS)
 Trees Provided: 91 trees

Evergreen Trees

Evergreen Trees Required: 39 (30% - 7' Ht)
 Evergreen Trees Provided: 39



Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
 CIVIL ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

The Point Apartments
 WEST POINT CITY, DAVIS COUNTY, UTAH
Landscape Plan



Project Info.
 Engineer: Nathan Peterson
 Drafter: N. Peterson
 Begin Date: NOVEMBER 2018
 Name: THE POINT APARTMENTS
 Number: 6407-14



Sheet **4**
L1 Sheets

RESOLUTION NO. 04-02-2019A

A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT BETWEEN WEST POINT CITY AND WRIGHT DEVELOPMENT FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 101 NORTH 2000 WEST

WHEREAS, WRIGHT DEVELOPMENT, is an owner of real property identified as Davis County parcel IDs 128310008; and

WHEREAS, West Point City desires to enter into a developer's agreement with WRIGHT DEVELOPMENT; and

WHEREAS, West Point City and WRIGHT DEVELOPMENT, have jointly prepared the written agreement, attached hereto; and

WHEREAS, the West Point City Council has reviewed said agreement and finds it acceptable to the City.

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

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

PASSED AND ADOPTED this 2ND day of April, 2019.

WEST POINT CITY,
A Municipal Corporation

By: _____
Erik Craythorne, Mayor

ATTEST:

Casey Arnold, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND WRIGHT DEVELOPMENT
FOR THE CONSTRUCTION OF THE POINT APARTMENT PROJECT
(101 NORTH 2000 WEST)**

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this ___ day of _____, 20___, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and Wright Development. (hereinafter referred to as “Owners”). City and Owners collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, the City has recently approved a rezone for the R-5 residential zone on property located at 101 North 2000 West and contained by the following tax identification number: 128310008, (hereinafter the “Subject Area”); and

WHEREAS, the overall Subject Area consists of approximately 5.4 acres; and

WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “Exhibit B” attached hereto (hereinafter “Exhibit B”); and

WHEREAS, Owners are the owners of the above described property and have presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “Exhibit A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, Parties desire to enter into this Agreement to provide for the pad approval of the Subject Area, in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that Plan; and

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

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

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “Owners’ Property” shall mean that property owned by Owners, as depicted on “Exhibit A”.

1.2 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.3 “City’s Undertakings” shall mean the obligations of the City set forth in Article III

1.4 “Owners” shall mean Wright Development, 1178 West Legacy Crossing Blvd, Suite 100, Centerville, Utah 84014. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Owners so that the completing Owners may proceed with their project on their respective parcel.

1.5 “Owners’ Undertakings” shall have the meaning set forth in Article IV.

1.6 “Subject Area” shall have the meaning set forth in the Recitals hereto.

1.7 “Exhibit A” shall mean the map depicting the ownership, property lines and zoning.

ARTICLE II CONDITIONS PRECEDENT

2.1 Zoning consistent with “Exhibit A” is a condition precedent to Owners’ Undertakings in Article IV. Zoning of the Subject Area shall reflect the general concept and schematic as depicted in “Exhibit A”, which includes:

2.1.1 5.4 acres of R-5 (Multi-Family Residential) zoning;

2.2 With respect to all zoning designations, Owners agree to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

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

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the construction of an apartment complex on the Subject property. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall grant final pad approval for the subject apartment complex.

ARTICLE IV OWNERS' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regards to the approval of the pad for the apartment complex on the Subject Area, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agree to the following:

4.1 **Landscape.** Owner shall uniformly landscape the site in accordance with West Point City Ordinances and according to the attached landscape plan shown as "Exhibit C".

4.2 **Trees.** Owners shall plant trees throughout the project, pursuant to the city's ordinance and according to the landscape plant (Exhibit C).

4.3 **Detention Pond.** Owner shall fully and uniformly landscape the existing detention pond according to the landscape plan (Exhibit C).

4.4 **Maintenance.** Owner shall maintain, or cause to be maintained by the property manager, all landscaped areas of the subject site, including the detention pond.

4.5 **Architecture.** All structures must be constructed according to the approved plans and in accordance with West Point City Ordinances.

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

5.3 Access to the Subject Area. For the purpose of assuring compliance with this

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

ARTICLE VI REMEDIES

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

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

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

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

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

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with

respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

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

ARTICLE VII GENERAL PROVISIONS

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

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

To Owners: WRIGHT DEVELOPMENT
 1178 West Legacy Crossing Blvd, Suite 100
 Centerville, Utah 84014

To City: WEST POINT CITY CORPORATION

 3200 West 300 North
 West Point, Utah 84015

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

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

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

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

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

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

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

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

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

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

7.10 Site/Landscape Plan. The Owners will prepare an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape Plan shall be executed and binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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

WEST POINT CITY CORPORATION:

ERIK CRAYTHORNE ., Mayor

ATTEST:

CASEY ARNOLD, City Recorder

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

Spencer Wright
Managing Member, Wright Development

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

Notary Public
Residing in: _____
My Commission Expires: _____

EXHIBIT A



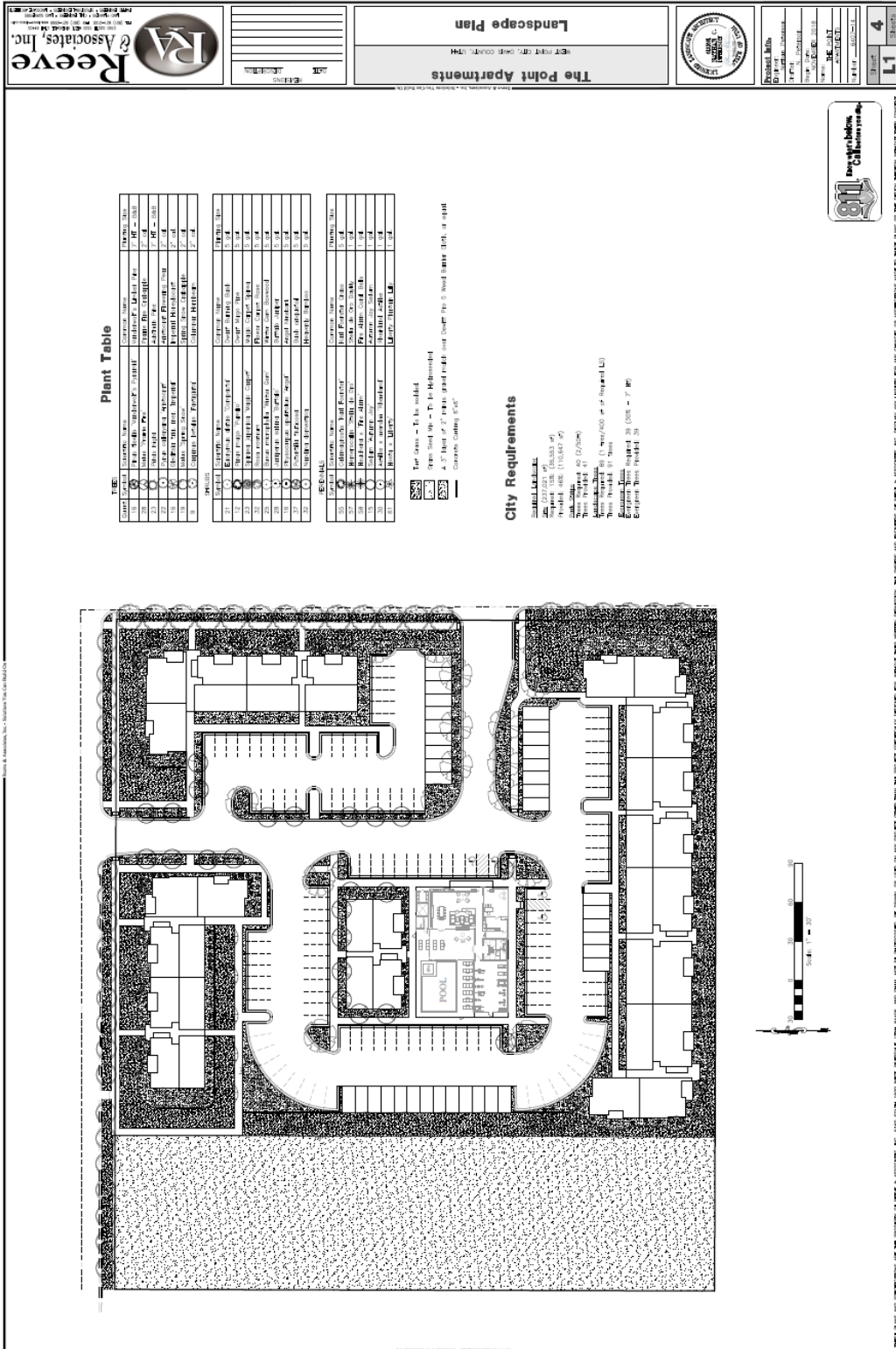
EXHIBIT B

Parcel ID: 128310008

Legal Description:

ALL OF LOT 8, POINT, THE. CONT. 5.44100 ACRES.

EXHIBIT C



City Council Staff Report



Subject: Rezone – Carlisi – 4600 W 700 S
Author: Boyd Davis
Department: Community Development
Date: April 2, 2019

Background

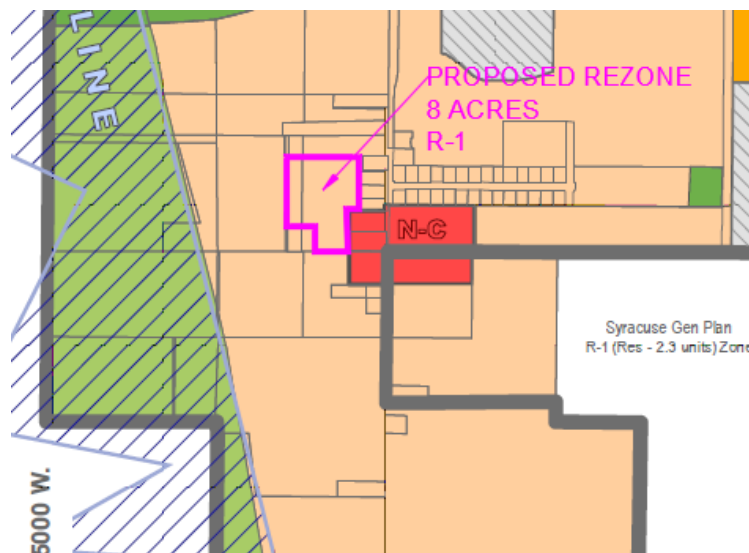
Bryan Bayles is in the process of purchasing the Carlisi property at 4600 W 700 S. The property is approximately 8 acres and is currently zoned A-40 (agriculture) and R-1 (residential). The applicant is requesting a rezone to R-1 (residential) in order to develop the property as a single-family residential subdivision.

Analysis

This request is consistent with the general plan and seems to be appropriate for the proposed use. The property is accessed off 700 S just west of 4500 W. We have been told by the residents that live along the road that it is a private road; however, the developer believes it is public and that he can clear that issue up before it is developed. He has shown us a document that was signed by the original owner of the property that states it is public.

Whether the road is public or private should have no bearing on the rezone request, but that issue will need to be resolved by the applicant before a subdivision can be approved.

A public hearing was held by the Planning Commission on March 14th. There were a few comments made that focused on two main concerns: 1. The private road 2. The view will be destroyed.



Recommendation

Staff recommends approval of Ordinance 04-02-2019A.

Significant Impacts

None

Attachments

Application

Ordinance 04-02-2019A



West Point City
3200 W 300 N
West Point, UT 84015
www.westpointcity.org
Phone: 801-776-0970
Fax: 801-525-9150

APPLICATION FOR PROPERTY REZONING

APPLICATION DATE: **Feb. 2, 2019** APPLICANT PHONE #: **801-634-2129**

APPLICANT NAME: **Bryan Bayles**

MAILING ADDRESS: **1656 Equestrian Parkway, Kaysville Utah**

PROPERTY OWNER(S)' SIGNATURE: *Bryan Bayles*

REZONE PROPERTY ADDRESS(ES): **Approximately 696 S. 4500 W.**

REZONE PARCEL ID #(S): **12-044-0048** 12-044-0036

LEGAL DESCRIPTION(S) (MAY ATTACH COPY): **Attached**

CURRENT ZONING: **R-1 and A-40** PROPOSED ZONING: **R-1**

PURPOSE OF REZONE REQUEST: **Attached**

AFFADAVIT: (SEE PAGE 2)

FOR OFFICE USE

FEE FOR REQUEST: \$250 DATE PAID: 2/22/19

Check #: 103 Credit/Debit Card Cash

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COUNCIL ACTION: _____ DATE: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF California)
COUNTY OF Ventura)

I/WE Barry Carlisi, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN APPLICATION AND THAT THE STATEMENTS HEREIN CONTAINED AND THE INFORMATION PROVIDED IDENTIFIED IN THE ATTACHED PLANS AND/OR OTHER EXHIBITS ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE ALSO ACKNOWLEDGE THAT I/WE HAVE RECEIVED WRITTEN INSTRUCTIONS REGARDING THE PROCESS FOR WHICH I AM APPLYING AND WEST POINT CITY STAFF HAVE INDICATED THEY ARE AVAILABLE TO ASSIST ME/US IN MAKING THIS APPLICATION.

B. Carlisi
Signature of Property Owner

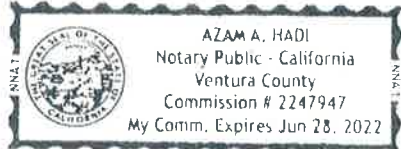
Signature of Property Owner

Subscribed and sworn to me this FEB. day of 21, 2019.

A. Hadi
Notary Public

Residing in: NEWBURY PARK

My Commission Expires: JUNE 28/2022



Agent Authorization

I/WE Barry Carlisi, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN THE APPLICATION AND I/WE AUTHORIZE AS MY/OUR AGENT(S) Bryan Bayles TO REPRESENT ME/US REGARDING THIS APPLICATION AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN WEST POINT CITY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE ATTACHED APPLICATION.

The Seller gives permission to the Buyer, Bryan Bayles, to act on his behalf but only to work towards any preliminary approvals requested during the Buyers Due Diligence period. The Buyer agrees to not make any recorded or physical changes to the property prior to closing.

B. Carlisi
Signature of Property Owner

Signature of Property Owner

Subscribed and sworn to me this FEB. day of 21, 2019.

A. Hadi
Notary Public

Residing in: NEWBURY PARK

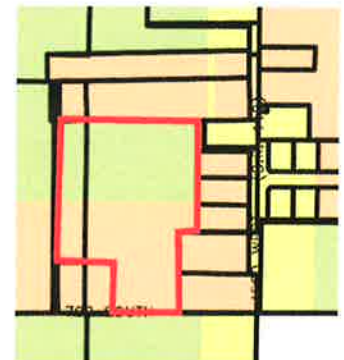
My Commission Expires: JUNE 28/2022





Rezone request for approximately 8-acre property (Approximate address: 696 South 4500 West)

The property is currently zoned R-1 and A-40. The exhibit to the right shows the property outlined in red. The entire property is approximately 8.11 acres. The south 3.9 acres is already zoned R-1 (shown in orange on the map) and the north 4.2 is zoned A-40 (shown in green on the map). This application is submitted to request that the north 4.2 acres is zoned R-1.



The proposed rezone request is consistent with the city’s General Plan and will allow for the development of large lot (12,000 SF min.) single family homes. The conditions that exist in the general area to warrant such a change include the following:

- The future extension of State Route 193 from 3000 W down to 700 South (as shown on the map above in Orange) is going to have a dramatic impact on traffic and accessibility in this area.
- West Davis Corridor- The extension of Highway 193 and the future West Davis Corridor (as shown on the map in Orange) will create what is expected to be over time, one of, if not the busiest intersections in the City. In the not too distant future, this area will be increasingly accessible to the public which will generate increased traffic and other

impacts. The City's General Plan anticipates these changes in the following section: *"In addition, an interchange should be constructed at the intersection of the 200/700 South Corridor and Legacy Highway to accommodate both commercial and residential development and divert traffic away from 300 North and 800 North. (pg 16)"*

- The property is located just over a mile from the intersection of Highway 193 and West Davis Corridor.
- General Plan Map- In the City's General Plan map from 2017 as well as the recently proposed revised General Plan Map, shows commercial uses located adjacent to the property on the south east corner. Typically low density residential uses are not considered complimentary adjacent uses to commercial and higher density uses could be considered, but are not requested in this application.
- A similar rezone was approved, and development has occurred at Craythorne Estates, located west of the property and currently being developed by Nilson Homes. In addition, significant amounts of development is occurring in the area (currently developing properties are shown in the exhibit in red).
- Proximity to future services that will come with the intersection including commercial conveniences and schools. The City's general plan supports this by saying, "This district [4] should also plan for a Regional Commercial Center at the northwest corner of the future intersection of Legacy Highway and 700 South. This location would contain heavy retail and automobile services. This center would service users of the Legacy Highway as well as the residents of surrounding communities. (pg 20)"
- Additional rooftops will help the city support new and existing retail establishments.

Finally, the City's general plan states the following: *"The objective of the City will be to accommodate development consistent with the goals of the community. Most residents would prefer to maintain a semirural atmosphere. At the same time, residents must recognize that the City is located in a high growth area. The objective of the City is to be flexible and exercise diligence in following current subdivision standards while making reasonable and prudent responses to legitimate requests for change." (pg 11)*- This application is a reasonable and prudent request for change from the semirural atmosphere to one that will be a community that upholds the objectives and will add to the community that West Point is striving to cultivate.

From the County

Parcel 12-044-0048

BEG ON S LINE OF PPTY CONV IN 517-529 AT A PT 25 RODS 8 FT S & S 152 FT & W 210 FT FR NE COR OF S1/2 OF SW 1/4 OF SEC 6-T4N-R2W, SLM; TH W 455.5 FT, M/L, TO THE W LINE OF HOOPER WATER DISTRICT; TH S 560 FT, M/L, TH N 89°36'13" E 110 FT; TH S 0°06'59" W 198.00 FT; TH E 252.50 FT; TH N 312.73 FT; TH E 70 FT TO THE W'LY LINE OF MONTGOMERY ESTATES SUB; TH ALG SD LINE N 0°06'59" E 312 FT; TH S 89°53'01" E 200 FT; & S 0°06'59" W 312 FT; TH E 33 FT TO E LINE SD SW 1/4; TH N 341.27 FT; TH W 210 FT; TH N 104 FT TO THE POB. CONT. 6.903 ACRES LESS & EXCEPT: BEG AT A PT ON THE W LINE OF 4500 WEST STREET SD PT ALSO BEING THE NE COR OF LOT 3, MONTGOMERY ESTATES AS RECORDED & LOCATED N 00°06'59" E ALG SEC LINE 624.73 FT & N 89°53'01" W 33.00 FT FR THE S 1/4 COR OF SEC 6-T4N-R2W, SLM, & RUN TH N 89°53'01" W ALG THE N LINE OF SD LOT 200.00 FT; TH N 00°06'59" E 128.61 FT; TH N 88°47'00" E 23 FT; TH S 00°06'59" W 104.00 FT, TH E 177.00 FT, TH S 24.61 FT TO THE POB. CONT 0.117 ACRES TOTAL ACREAGE 6.786 ACRES (NOTE, THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 12-044-0036

BEG AT A PT 775.5 FT W & 198 FT N FR THE SE COR OF THE SW 1/4 OF SEC 6-T4N-R2W, SLM; & RUN TH N 560 FT, M/L; TH N 88°47' E 110.0 FT, M/L, TO THE W LINE OF HOOPER WATER DISTRICT; TH S 560.0 FT, M/L, ALG SD DISTRICT LINE TO A PT E OF THE POB; TH W 110.0 FT, M/L, TO THE POB. CONT. 1.414 ACRES

ORDINANCE NO. 04-02-2019A

**AN ORDINANCE REZONING A
CERTAIN PORTION OF
WEST POINT CITY
FROM A-40 to R-1.**

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and,

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the hereinafter described real property from a West Point City A-40 zone and placing the same in a West Point City R-1 zone.

Legal Description:

See Exhibit A attached hereto.

Section Two: ORDINANCES TO CONFORM WITH AMENDMENTS

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Code and Zoning Map to bring them into conformity with the changes adopted by this Ordinance.

Section Three: Severability

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

Section Four:

Effective Date

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this ___ day of _____, 20__.

WEST POINT CITY, a Municipal Corporation

By: _____
Erik Craythorne
Mayor

[SEAL]

VOTING:

<u>Jerry Chatterton</u>	Yea ___ Nay ___
<u>Andy Dawson</u>	Yea ___ Nay ___
<u>Kent Henderson</u>	Yea ___ Nay ___
<u>Gary L. Petersen</u>	Yea ___ Nay ___
<u>Jeff Turner</u>	Yea ___ Nay ___

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Legal descriptions of properties being rezoned to R-2

Parcel 12-044-0048

BEG ON S LINE OF PPTY CONV IN 517-529 AT A PT 25 RODS 8 FT S & S 152 FT & W 210 FT FR NE COR OF S1/2 OF SW 1/4 OF SEC 6-T4N-R2W, SLM; TH W 455.5 FT, M/L, TO THE W LINE OF HOOPER WATER DISTRICT; TH S 560 FT, M/L, TH N 89°36'13" E 110 FT; TH S 0°06'59" W 198.00 FT; TH E 252.50 FT; TH N 312.73 FT; TH E 70 FT TO THE W'LY LINE OF MONTGOMERY ESTATES SUB; TH ALG SD LINE N 0°06'59" E 312 FT; TH S 89°53'01" E 200 FT; & S 0°06'59" W 312 FT; TH E 33 FT TO E LINE SD SW 1/4; TH N 341.27 FT; TH W 210 FT; TH N 104 FT TO THE POB. CONT. 6.903 ACRES LESS & EXCEPT: BEG AT A PT ON THE W LINE OF 4500 WEST STREET SD PT ALSO BEING THE NE COR OF LOT 3, MONTGOMERY ESTATES AS RECORDED & LOCATED N 00°06'59" E ALG SEC LINE 624.73 FT & N 89°53'01" W 33.00 FT FR THE S 1/4 COR OF SEC 6-T4N-R2W, SLM, & RUN TH N 89°53'01" W ALG THE N LINE OF SD LOT 200.00 FT; TH N 00°06'59" E 128.61 FT; TH N 88°47'00" E 23 FT; TH S 00°06'59" W 104.00 FT, TH E 177.00 FT, TH S 24.61 FT TO THE POB. CONT 0.117 ACRES TOTAL ACREAGE 6.786 ACRES (NOTE, THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

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**WEST POINT CITY COUNCIL
MEETING MINUTES
3200 West 300 North
West Point City, UT 84015**

March 19, 2019

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

Administrative Session
5:30 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on March 19, 2019 at 5:30 pm with Mayor Erik Craythorne presiding

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

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Kim McKinley, Roger Timmerman, Josh Chadwick, Laura Harvey, Rob Ortega, Brian Vincent, Brooke Montgomery, and DeeAnna Montgomery

1. Discussion Regarding a Rezone and PRUD Overlay Zone Located at 1880 W 75 S – Mr. Boyd Davis

Mayor Craythorne disclosed that he is the Applicant on this project and recused himself in his role as Mayor. He stated that he would be available for questions as the developer. Mayor Pro Tem Petersen presided over the meeting at this point.

Mr. Davis stated that this rezone was recently approved by the Planning Commission and is now presented to the Council for discussion. This property is located at 1880 W 75 S, commonly referred to as the “horseshoe” neighborhood. Lola Murray, a longtime West Point resident, owns the property. Craythorne Construction is considering purchasing the property and is proposing to rezone the property to R-3 with a PRUD overlay in order to develop it into 8 single family lots and 8 townhouse units. Mr. Davis stated that this proposal is consistent with the General Plan for this area, which is currently zoned as R-2.

The property is 3.8 acres, and under the base R-3 zone, allows for 3.6 units per acre or 14 lots. The developer is requesting an increase of up to 4.3 units per acre, allowing for 16 lots. The PRUD allows the Council to determine the amount of percentage points for each additional amenity provided, with a max of 20%. To qualify for the additional 17% density, the developer is proposing the following amenities:

- Landscaping category – up to 10% bonus
 - Fully landscaped front yards – up to 8% bonus
 - Street trees – up to 5% bonus
 - Drought-tolerant plants – up to 2% bonus
- Architectural theme – up to 5% bonus
- Brick/Hardie/Stucco materials – up to 2%
- Entrance sign to the Subdivision

After reviewing these amenities, the Planning Commission recommended 16% points, and did not recommend full bonus points for the architectural theme (two percentage points rather than five).

Mr. Davis noted that the existing home on the property will be included in the property as Lot 1, and so really only 7 additional single family lots and the 8 townhomes will be done in four units of two. While including the existing home in the subdivision gives additional acreage needed to get the desired density, the Planning Commission felt that the home would not be a part of the architectural theme of the development and so they shouldn't be given full points. Additionally, while the Planning Commission liked the overall theme of the project and color scheme, they did not feel that there are enough architectural elements to the townhome units to justify full points.

The Council discussed the Code and whether the acreage provided by this property should be included in the density calculation or if it only applies to buildable land. Mr. Davis also noted that for the Murray's to sell the property, the home lot would have to be broken off into a single-lot subdivision anyways, because a piece of a whole property cannot just be broken off and divided; including it in the sale of the property simply makes it an easier and simpler process. The Council was concerned that property that was already being developed was being considered to accommodate more homes. The developer stated that there are other subdivisions in the City wherein an existing home was included on the plat, but the Council was unsure if this situation is similar because they didn't know if the developers of those properties were seeking additional density. Mr. Davis stated that he would research the specifics of these developments and provide that info to the Council. He stressed that the Council is not being asked to make a decision on this rezone and can take as much time as needed to discuss it before taking action; this is the first PUD subdivision application that the City has considered since the Code was approved, and so there is going to be a learning curve as we figure out how its intent and language are applied. Mr. Craythorne noted that this lot is considered buildable land, because the existing home could simply be demolished.

Mayor Pro Tem Petersen stated that even with that question remaining undetermined, he does not feel that progress on the approval process for the rezone needs to be delayed at all, meaning that the information can be provided and discussed when considering approval at the next meeting. Mr. Davis agreed to provide the requested information and noted that while a concept plan is required as part of the PRUD rezone application, the Council is only considering the rezone at this point.

Council Member Chatterton noted that the concept plan indicates "generous" front yards, to which Mr. Davis agreed and stated that at 80' – 85', the front setbacks are larger than what is required by the PRUD Code which would allow them to be as small as 70'. Sprinkler systems will be installed in the front yards and along planting beds, and there will be landscape strips and street trees. A landscape plan and tree schedule is included in the packet. An HOA will also be created. Mr. Laws noted that a new concept plan was submitted today that is oriented different than the one included in the agenda packet. It was changed due to storm drain calculations that determined this layout accommodates the best drainage plan.

Lastly, the developers are proposing an entrance sign that would be similar to what Sandy Point constructed, and submitted that design as an example for what this entrance sign will look like.

Mayor Pro Tem Petersen asked for clarification on what approval of the rezone includes. Mr. Davis stated that the PRUD Code dictates that a developer's agreement outlining the additional amenities approved is part of approval of the rezone. The percentage points given are determined by the City Council (with a recommendation from the Planning Commission). Council Member Dawson asked if a committee was formed to review PRUD applications, which Mr. Laws stated that no review committee is part of the PRUD Code approved by the Council, and there has not been any review other than by Staff, in Planning Commission meetings, and now in City Council. Council Member Chatterton stated that approving the rezone and a developer's agreement in the same action is "a lot of information to consider" and is not how it is done with other subdivision approvals. Mr. Davis noted that it was done the same with the previous PVFD Code, and is how the Council approved this new PRUD Code. Council Member Dawson stated his agreement with Council Member Chatterton and felt that there hasn't been adequate time given to consider a developer's agreement and the rezone. Mr. Davis stated that the Council can take additional time as needed before considering approval, and noted again that this is the first application under the PRUD Code, so the process is still new.

Mayor Pro Tem Petersen felt that there are "pieces missing" of information needed to consider a developer's agreement and rezone, like the rear and side views. He also felt that the Council's intent to give percentage points for architecture would include designs with roof reliefs/variations, etc. Mr. Craythorne stated the concept plan is provided to determine additional percentage points given for each amenity, and those are what is agreed upon in the developer's agreement. Further, the PRUD Code is quite direct on details of the 'architectural theme points', such as the façade of the building. He stated that the PRUD Code does not state that rear or side view elements could possibly contribute to architectural them points, and so those are not included in the concept

plan. Mayor Pro Tem Petersen asked if “we gave up” that final approval of the design when the PRUD Code was approved. Mr. Davis noted that if the Council is comparing this process to the Sandy Point Townhomes, that was a different situation wherein the developers were asking for a rezone that wasn’t on the General Plan, and because of that, the Council was able to have more input of their construction and design through discussions that went on for quite some time. This application is under the PRUD Code, and is consistent with the General Plan. Council Member Dawson stated that he would rather give 2% on the architecture and landscaping rather than an entrance sign for this size of a development; he would rather “give those two percentage points for something else”; entrance signs are great for large subdivisions, but not a small one like this. Mayor Pro Tem Petersen agreed.

Mr. Craythorne stated that the PRUD zone was applied for just to get two additional lots than what the base R-3 zone allows; the developer’s agreement is determining the amount of percentage points given to each additional amenity being proposed in order to qualify for two additional lots. If a developer isn’t asking for any additional lots, the Council would not be considering a concept plan at this point, and no additional amenities would be offered; they would only consider the rezone application. Council Member Mayor Pro Tem stated that it would be good to review the differences between a PRUD subdivision and a regular subdivision approval process.

Staff agreed to provide the information requested and the Council would have further discussion on the application at the next meeting.

Mayor Pro Tem Petersen turned the meeting back over to Mayor Craythorne whom presided over the rest of the meeting.

2. Discussion Regarding The Point Apartments Located at 101 N 2000 W – Mr. Boyd Davis

Mr. Davis stated that the Planning Commission approved The Point Apartments pad approval of The Point Commercial Development at their last meeting, with the request that the amount of covered parking be increased so that each apartment has one free, covered space. To accommodate that, the garages on the west side were changed into covered parking spaces (the garages along the entrance will remain). The entrance to the apartments will be between the Del Taco and the medical building and consists of 108 units, a clubhouse, pool, playground, and fitness center. Mr. Davis reviewed the plan drawings that were included with his staff report. The articulation requirements of the Code have been matched for the buildings, and at the request of the Planning Commission, the front and rear elevations of the garage were also modified to meet the articulation requirements.

Staff has reviewed each item of the Code governing apartments and this project is in compliance. There are no exposed foundations, the 33% brick requirement has been met, the balconies are open-railed, stairways are enclosed, there are 171 trees, 46% open space, exactly 162 parking stalls, 22 garages, 108 covered parking stalls, and the horizontal and vertical articulations have been met.

The next step is to consider the pad approval; Mr. Davis asked if the Council was comfortable taking action at the next meeting or if they would like more time to consider, and the Council agreed that they are ready to consider approval at the next meeting.

3. Discussion Regarding a Rezone of Property Located at Approximately 4600 W 700 S from A-40 to R-1 – Mr. Boyd Davis

Mr. Davis stated that the Planning Commission has also approved this rezone application for the Carlisi Property at 4600 W 700 S. The property is currently zoned as half A-40 (agriculture) and half R-1 (residential) and the application is to rezone it as entirely R-1, which is consistent with the General Plan.

A public hearing was held by the Planning Commission and there were a few comments made. Mr. Davis stated that the most significant comment was that 700 S is a private road and so the property cannot be accessed. The Planning Commission felt that this potential issue had no bearing on the rezone approval and told the developer that it will be his responsibility to determine the status of that road before a subdivision can be approved. Another unfavorable comment was received from a resident who was upset that the view from his home will be obstructed by a development. The developer also made comment, stating that he has information evidencing that 700 S is a public road and tried to answer some of the questions raised. He also met with some of the property owners after the meeting, but the details of those conversations are unknown.

Mr. Davis stated that the next step is to advertise for a public hearing on April 2nd, and if the Council is comfortable, ask the Council to consider it for approval at that meeting. The Council agreed.

4. Discussion of Draft Agreement with UIA/UTOPIA – Mr. Kyle Laws

Mr. Laws welcomed Roger Timmerman and his team from UTOPIA and thanked them for coming to the meeting. As the Council has discussed the potential project of making fiber broadband available to every home, there have been questions and requests for information that Mr. Timmerman is here to answer and provide. Staff was instructed by the Council to work on a draft agreement for the project (included in the agenda packet) and Mr. Laws reviewed the key provisions of that draft agreement, which Mr. Timmerman will be able to further explain:

1. UIA Agrees to design, construct, and provide fiber connections past all homes and businesses in the City as indicated on the map (to be provided) attached to the Agreement.
2. The fiber network will be an open infrastructure network with Multiple Internet Service Providers (ISPs) competing to provide internet service to users.
3. The infrastructure will be installed within 1 year from the date the Agreement is executed by both parties.
4. UIA will bond for and construct all the fiber infrastructure improvements.
5. UIA will maintain and refresh the network.
6. UIA will also be responsible for all billing and collection of fees for the network. ISPs will handle all billing and collection for their services.
7. The bond will be issued by UIA and backed by Franchise Tax Revenues of West Point City.
8. The backing will only be called upon if and to the extent that the total number of agreed upon hookups fails to be obtained.
9. The financial obligation on the bond will be paid by those residents that use the service.
10. If Franchise Tax Revenues are called upon, the amount of the shortfall paid by the City will become a loan from the City to UIA that will be repaid by future revenues generated by the subsequent West Point connections.
11. The term of the Agreement will be identical to the terms of the bond. (20 or 25 years)
12. The bond includes two years of capitalized interest so that there will be time to construct the system and hookup the number of end users necessary to meet the bond obligation.
13. The city needs to provide easement or property for the location of 2 or 3 fiber huts.

Mr. Laws noted that one thing he was unaware of was in regards to number 10, wherein it states that should the City have to pay for any shortfall of the loan payment, it will be reimbursed from future revenues of West Point connections. The City's potential obligation to cover the loan payment has been a concern of the Council, and so this provision could alleviate some of that apprehension. Additionally, new homes are not calculated into the take rate the City needs to meet, but they do contribute revenue to cover the debt obligation.

Mr. Timmerman thanked the Council for letting he and his team come to the meeting and help provide understanding and clarification of this potential project. He stated that UTOPIA is not a business, and he is "not here to sell the City anything. We are here to provide a service that does not interfere with the private sector, but stimulates it and also gets the need met." UTOPIA has been established like a political subdivision of the state that works with the cities, and with the change in the project model that came in 2009 has resulted in favorable results and revenues to pay down bonds faster. Mr. Timmerman stated that this is a drastic change from the first model, Phase I, that the original cities went through; the service is great, but there was a financial shortfall from those cities. The City will not take on any of those obligations. From 2009 on, UTOPIA has contracted with UIA, a sister company, and is modeled differently and meeting targets. Demand has skyrocketed for fiber broadband, and Mr. Timmerman stated this technology will be relevant for the long-term.

A presentation was then given to the Council, which is provided and included with these minutes as an attachment.

In regards to the financing and target rates of the project that were discussed in the presentation, those details are summarized as follows:

Based on a financial scenario prepared by UTOPIA's financial Advisor, they are preliminarily expecting a take rate of 42.6% purely from residential subscribers. However, once they apply schools, churches, and city service revenue toward the obligation the take rate drops to somewhere around 39%. The actual numbers will likely be better than these at the close of the financing, but the contract would obligate the City "up to" these amounts so that there is some buffer for fluctuations in interest rates that could happen between now and the financing. The City would likely use Franchise Tax Revenue as the financing backstop for the project.

Though the City is liable for the shortfall, the following provisions that alleviate that risk were discussed:

- Any new homes built in the City do not increase any the city's obligation, but new subscribers count toward the revenue requirement of the agreement. Therefore, if for example, a new subdivision of 500 homes goes in and we get 200 of those homes to

sign up, those 200 homes count towards the original obligation (3065 total subscribers). Mr. Timmerman stated that West Point is experiencing a lot of growth and new development, which decreases the risk to the city over time.

- If there was for some reason a shortfall, it is done in the form of a loan and UIA repays it to the City when take-rates and revenues do exceed the needed amount.
- UTOPIA is growing very rapidly in Layton, and those sign-up rates provide a very high-level of confidence that UTOPIA will be able to achieve the needed take-rates for the project to be fully subscriber funded.

Mr. Timmerman stated that UTOPIA's financials are posted and available on the Utah Public Notice Website, and the presentation information will also be provided (attached). The Mayor thanked Mr. Timmerman and his team and the valuable information he provided. This item will be placed on the agenda for more discussion in a future meeting.

5. Other Items

No other items were discussed.

The Administrative Session adjourned.

DRAFT



**WEST POINT CITY COUNCIL
MEETING MINUTES
3200 West 300 North
West Point City, UT 84015**

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

City Manager
Kyle Laws

March 19, 2019

General Session

7:00 PM – Council Chambers

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 March 19, 2019 at approximately 7:00 pm with Mayor Erik Craythorne presiding.

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

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Brooke Montgomery, DeeAnna Montgomery, Larry Barker, Tim Gooch, Bryan Stephens, Mancy Nelson, Braun and Josie Bennett, Scott Christiansen, Mike Brady, Terry Ellis, Rob Ortega, Brian Vincent

1. **Call to Order** – Mayor Erik Craythorne welcomed those in attendance and thanked them for coming.

2. **Pledge of Allegiance** – Repeated by all

3. **Prayer** – Given by Council Member Chatterton

4. **Communications and Disclosures from City Council and Mayor**

Council Member Chatterton – None

Council Member Dawson – None

Council Member Petersen – None

Council Member Henderson – None

Council Member Turner – None

Mayor Craythorne – None

5. **Communications from Staff**

Mr. Laws stated the 2019 Economic Outlook Summit will be held at City Hall on Thursday, March 28th. He encouraged the Council to attend this informative meeting with engaging presenters.

Mr. Laws stated that at the last meeting, there were three citizen comments made regarding the following issues: the speed limit

on 300 N, accessory building setbacks on corner lots, and swimming pool setback requirements. Mayor Craythorne added that Mr. Laws had sent an email to the Council outlining the comments and asking for direction on if and how to address these issues, and if any of the Council Members had any comments they would like to make at this time. Council Member Petersen stated that if any of the other Members wanted to consider any of the items, he is very willing to do so, but he specifically does not feel that the pool setbacks are an issue. Council Member Dawson stated that he would like to further discuss and consider the 300 N speed limit, but is unsure whether pool setbacks requirement need to be reviewed and feels that side setbacks of accessory buildings on corner lots has already been talked “to death” and those modifications were already made as the Council felt best. Council Member Chatterton stated that he would like to respect the citizens and address all of the comments made. The Mayor directed Staff to put all of the items on the agenda for a future meeting, even if it is just to provide information on the issues and why the requirements are what they currently are.

6. Citizen Comments

Brian Stephens – 4481 W 1300 N: Mr. Stephens stated that a little over a year ago, he sent an email to the Council and Staff regarding the West Davis Corridor and the walking trail that is shown on the plans to be going “right through his front yard.” He feels that there is no reason to take his property and it is “absolutely ridiculous” to put a trail 15 ft. outside of his front door; he will lose all resell value of his home and he and his family’s quality of life in their own home will be greatly impacted. He implored the Council to meet with UDOT to get this trail out of the front yards of the homes on 1300 N from 4000 W and 4500 W, and also along a section of 4500 W., or pass some sort of ordinance to protect these people and this portion of their properties from being taken. Mr. Stephens stated that he knows the Council is busy and appreciates what they do, but asked that the Council please help him and his neighbors resolve this issue.

7. Consideration of Approval of Minutes from the January 11th – 12th, 2019 West Point City Council Visioning Session

Council Member Petersen motioned to approve the January 11th-12th, 2019 City Council Visioning Session Minutes
Council Member Turner seconded the motion
The Council unanimously agreed

8. Consideration of Approval of Minutes from the March 5, 2019 West Point City Council Meeting

Council Member Dawson motioned to approve the March 5, 2019 West Point City Council Meeting Minutes
Council Member Henderson seconded the motion
The Council unanimously agreed

9. Consideration of Approval to Remove the Sandy Point Subdivision from Warranty – Mr. Boyd Davis

Mr. Davis stated that this subdivision is located at 1775 W 800 N and was placed on warranty on March 6, 2018. As such, the one-year required warranty period has been completed. An inspection of the improvements was done in February and all of the items found that needed to be repaired or replaced have been completed. The developer is requesting that it be removed from warranty and Staff recommends approval.

Council Member Dawson motioned to remove the Sandy Point Subdivision from Warranty
Council Member Chatterton seconded the motion
The Council unanimously agreed

10. Consideration of Approval to Place the Oleson Fields Subdivision on One-Year Warranty – Mr. Boyd Davis

Mr. Davis stated that this subdivision is located at 700 N 3000 W and Staff inspection found that all of the required improvements have been completed and are in good condition. Staff recommends approval.

Council Member Petersen motioned to place the Oleson Fields Subdivision on One-Year Warranty
Council Member Dawson seconded the motion
The Council unanimously agreed

11. Consideration of Approval to Place the Zaugg Legacy Subdivision on One-Year Warranty – Mr. Boyd Davis

*Mayor Craythorne disclosed that he is the developer on this project and recused himself in his role as Mayor.
Mayor Pro Tem Petersen presided over the meeting at this point.*

Mr. Davis stated that as with the previous subdivision, all of the required improvements have been completed for the Zaugg Legacy Subdivision and it is also ready to be placed on the one-year warranty period.

Council Member Henderson motioned to place the Zaugg Legacy Subdivision on One-Year Warranty
Council Member Chatterton seconded the motion
The Council unanimously agreed

12. Consideration of Approval of Ordinance No. 03-19-2019A, Approving a Rezone of Property Located at 4200 W 1800 N from C-C to R/I-P – Mr. Boyd Davis

Mayor Pro Tem Petersen turned the meeting back over to Mayor Craythorne whom presided over the rest of the meeting.

Mr. Davis stated that this rezone is for property owned by Tim Gooch, who is requesting that the rear portion of his 8-acre property at 4200 W and 1800 N be rezoned from C-C (community commercial) to R/I-P (research and industrial park). This request is consistent with the General Plan and the Planning Commission has also approved the application. The Council has also discussed this rezone in previous meeting and Mr. Davis stated that no comments were received in the public hearing held by the Planning Commission. The Mayor opened the item for public hearing.

a. Public Hearing

No Comments

Council Member Petersen motioned to close the public hearing
Council Member Chatterton seconded the motion
The Council unanimously agreed

b. Action

Council Member Dawson inquired as to whether there are any architectural standards for the type of project intended by Mr. Gooch (storage units), to which Mr. Davis confirmed that it will be governed by the commercial section of the Code that designates construction and design standards. The Council had no further discussion.

Council Member Chatterton motioned to approve Ordinance No. 03-19-2019A
Council Member Petersen seconded the motion
The Council unanimously agreed

Roll Call Vote:

Council Member Chatterton – Aye
Council Member Dawson – Aye
Council Member Petersen – Aye
Council Member Turner – Aye
Council Member Henderson – Aye

13. Motion to Adjourn the General Session.

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

MAYOR ERIK CRAYTHORNE

April 2nd, 2019

CASEY ARNOLD, CITY RECORDER

April 2nd, 2019

DRAFT



Fiber Connected Future
West Point City

March 2019

WHAT IS UTOPIA FIBER?

UTOPIA is a Utah Interlocal Entity and political subdivision of the State of Utah

Founding Members

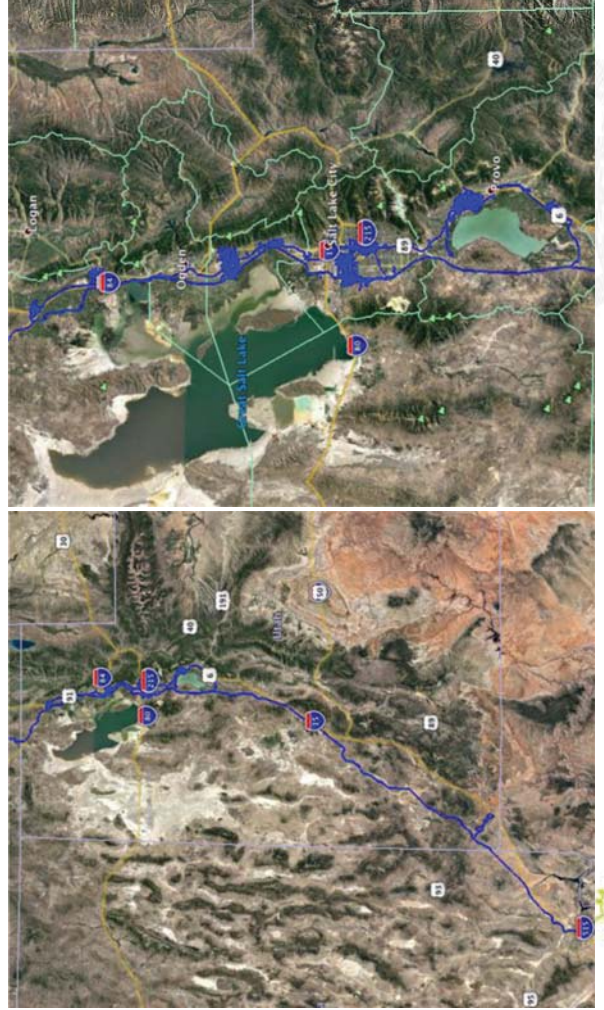
Brigham City	Centerville
Layton	Lindon
Midvale	Murray
Orem	Payson
Perry	Tremonton
West Valley City	

New Partner Cities

Woodland Hills	Idaho Falls
Morgan City	



WHAT IS UTOPIA FIBER?



WHAT IS UTOPIA/UIA FIBER?



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?



- Avoid "Brain Drain" – residents moving out because of lack of connectivity
- Support home-based business
- Attract and Retain Business
 - i.e. Flying-J left Brigham City citing lack of redundancy by telecommunications infrastructure before UTOPIA
- Improve quality of life for citizens
- Promote private service provider competitive market
- Decrease expenses for citizens, including non-subscribers
- Reduce pot-holing, utility boxes, utility locating, boring, utility attachments, etc.

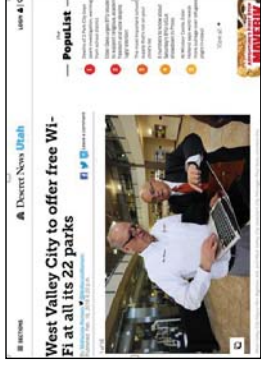


WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

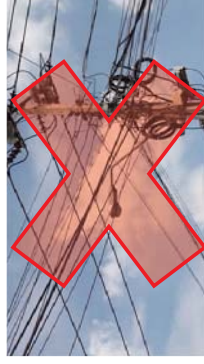
- Economic Development
 - Attract & Retain High-Tech Businesses
 - Enhance Redevelopment
 - Reduce traffic with telecommuting
 - Support home-based businesses



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?



- Provide connectivity for city services
 - City SCADA systems
 - Video Surveillance
 - Public Wi-Fi
 - Public Safety
 - Utility applications (metering, monitoring, etc.)
- Enhance connectivity for schools, community institutions
 - i.e. UTOPIA is a preferred partner of circuits for UEN
- Reduce telecommunications overbuild



UTOPIA FIBER CONNECTED DEVELOPMENTS



Bingham Junction
Midvale



Hill Air Force Base, Falcon Hill
Layton



Thanksgiving Park
Lehi



Downtown SLC



Vista Station - Draper



Western Governors - Millcreek



Farmington Station



Fairbourne Station - WVC



Union Park - Midvale

UTOPIA FIBER CONNECTED DEVELOPMENTS



Valley Grove Pleasant Grove



Security National - Murray



University Place - Orem



Maverick Center - WVC



Rio Tinto Stadium - Sandy



Jordan Commons - Sandy



Legend Hills - Layton



Riverwoods - Provo



Canopy - Lindon



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UTOPIA FIBER CONNECTED DEVELOPMENTS



Lake Park West Valley City



Technology Park American Fork



Marketplace/Weight Dev Centerville



North Slope - Lehi



Prison Site (redev) - Draper



Decker Lake Park - WVC



IHC Medical Center - Murray



Benches - Draper



Traverse Ridge - Lehi



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DATA CENTERS ON UTOPIA FIBER



- Downtown SLC
- Bluffdale



- St. George



- Salt Lake City



- Provo



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UTOPIA FIBER IN PARTNERSHIP WITH XMISSION PROVIDES THE LARGEST PEERING EXCHANGE IN THE REGION

Participant	AS	IPv4	IPv6	Speed	Contact
Xmission	6315	204.228.158.1	2607:fa:18:1:000:1	20 Gbps	peerings@xmission.com
Veracity	29933	204.228.158.2	2607:fa:18:1:000:2	10 Gbps	peerings@veracitynetworks.com
InfoWest	11071	204.228.158.3	2607:fa:18:1:000:3	10 Gbps	netops@infowest.com
UTOPIA Fiber	53407	204.228.158.5	2607:fa:18:1:000:5	10 Gbps	netops@utopia.net
Utah Education Network	210	204.228.158.6	2607:fa:18:1:000:6	10 Gbps	eng@uenet.org
Utah Wire Communications	11475	204.228.158.7	2607:fa:18:1:000:7	5 Gbps	netops@utahwire.com
Google Fiber	16591	204.228.158.9	2607:fa:18:1:000:9	10 Gbps	peerings@googlefiber.net
VPTEL	32264	204.228.158.10		1 Gbps	connectivity@vpel.com
SecurWave	29844	204.228.158.11		1 Gbps	netops@securwave.com
DataCenter IP	13789	204.228.158.12		10 Gbps	peerings@datacenterip.com
C7	13951	204.228.158.13	2607:fa:18:1:000:d	10 Gbps	peerings@c7.com
First Digital	13415	204.228.158.14	2607:fa:18:1:000:a	1 Gbps	peerings@firstdigital.com
ACE Data Centers	11798	204.228.158.15	2607:fa:18:1:000:f	10 Gbps	peerings@acedatacenters.com
Voonami	30247	204.228.158.16		1 Gbps	peerings@voonami.com
Cloudflare	13335	204.228.158.17	2607:fa:18:1:000:11	10 Gbps	peerings@cloudflare.com
High Speed Utah	23423	204.228.158.18		10 Gbps	peerings@highspeedutah.com
Mozy	22591	204.228.158.20		1 Gbps	peerings@mozy.com
Hurricane Electric	6939	204.228.158.21	2607:fa:18:1:000:15	10 Gbps	peerings@he.net



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Why do cities desire open-access fiber?

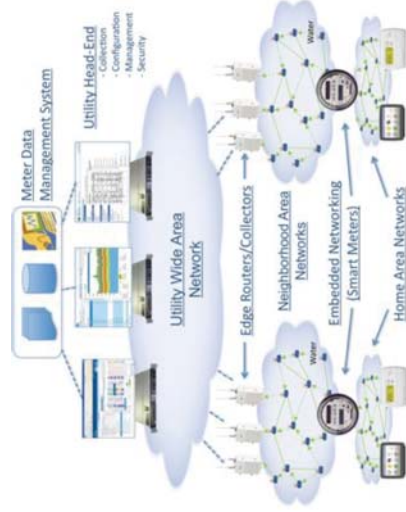
Enables Smart City Applications

- Video Surveillance
- Automated Metering Interface (AMI)
- SCADA
- Smart Irrigation
- Traffic Control
- Air Quality Monitoring
- Park Wi-Fi / Downtown Wi-Fi
- City Meetings
- Disaster Recovery
- Smart Parking
- Smart Facilities



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Advanced Metering Infrastructure (AMI)



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Video Surveillance

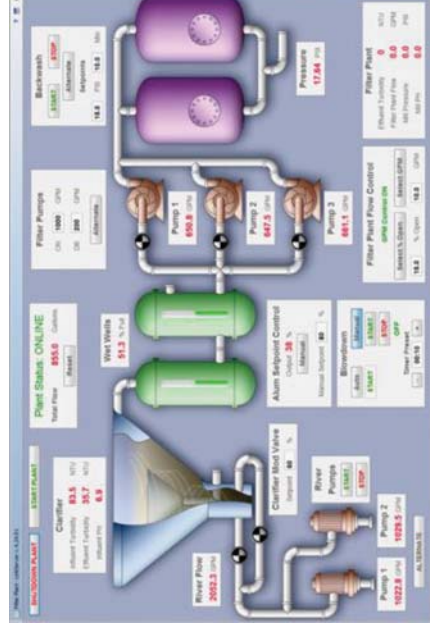


- Axis Q6128-E
- 4k resolution
- 0.03lux night vision
- 150Mbps+ per camera
- <\$3k



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

SCADA



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Smart Irrigation



Skydrop

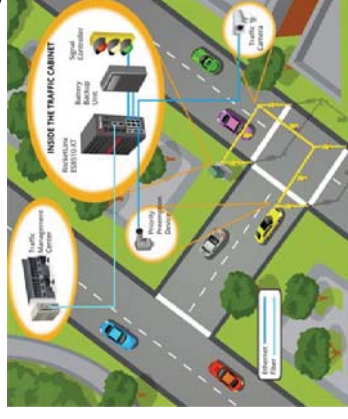
(American Fork Based Company)

- Adjusts watering based on weather
- EPA WaterSense Certified

RainMachine Touch HD-16

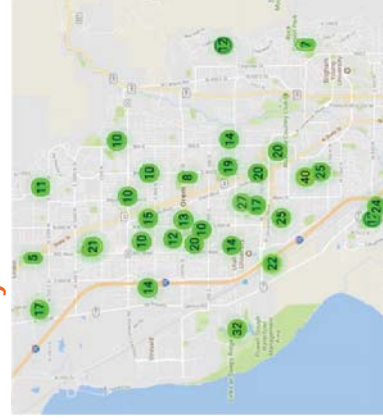


Traffic Control / Monitoring



UTOPIA Fiber provides connectivity for UDOT and cities for traffic control systems.

SMART CITY APPLICATIONS - Air Quality Sensor Network



UTOPIA Fiber is #1 provider of PurpleAir air quality sensors in Utah, available live on purpleair.com and KSL weather.

Wi-Fi Solutions

UAP-AC-HD - Ubiquiti Networks example

- MU-MIMO Beamforming
- 1.7Gbps Aggregate per AP

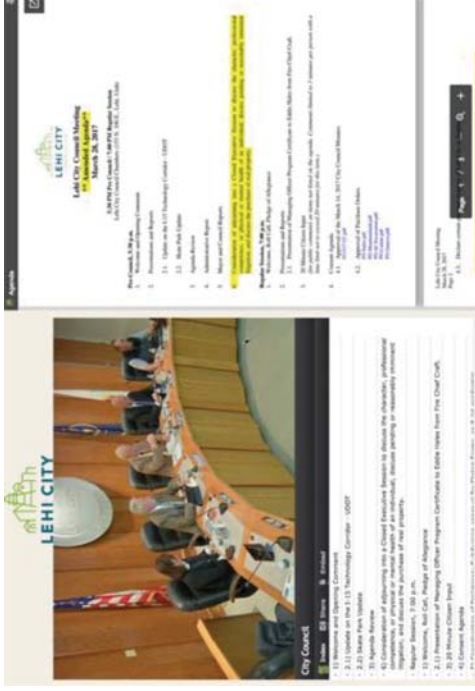


Applications

- Park Wi-Fi
- Downtown Wi-Fi
- Public Safety Wi-Fi

WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

City Meeting Broadcasting



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Disaster Recovery

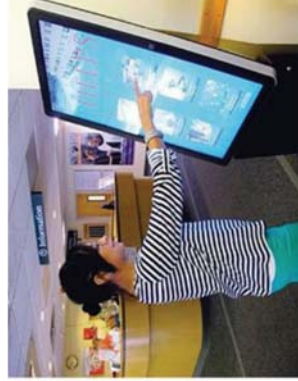


- UTOPIA has 15 on-net data centers



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Signage/Information: Indoor



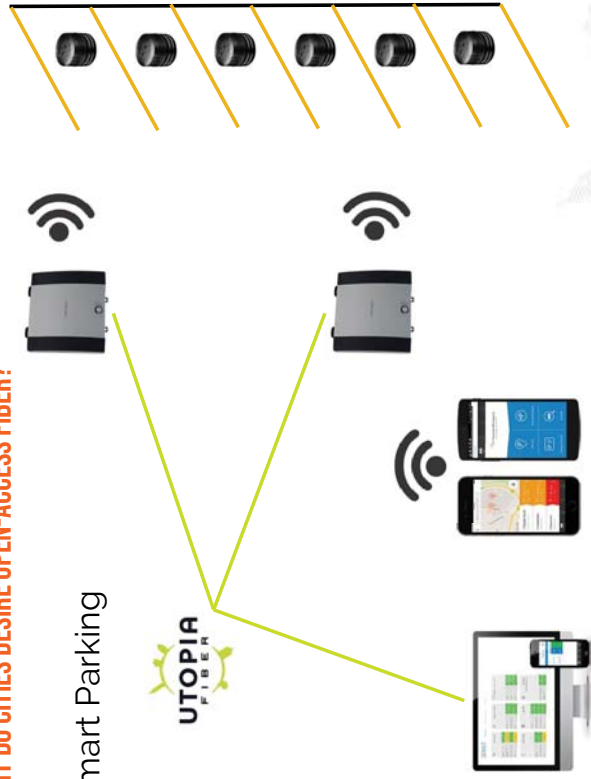
WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Signage/Information: Outdoor



WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

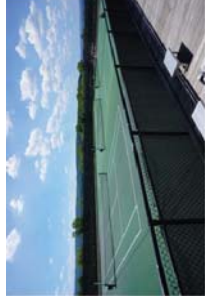
Smart Parking



MUNICIPAL OPEN-ACCESS FIBER

WHY DO CITIES DESIRE OPEN-ACCESS FIBER?

Smart Municipal Facilities



- Park Pavilion Scheduling
- Sport Court/Field Scheduling
- People Counting
- Demand Analysis



MUNICIPAL OPEN-ACCESS FIBER

- Industry term that means that the operator of the network and the service provider are separate entities.
- Sometimes referred to as a “wholesale model” or “infrastructure model”.
- Unlike closed systems is **pro-private sector** and **pro-competition**
- Utah code refers to it as “leases, sells capacity in, or grants other similar rights to a private provider”

MUNICIPAL OPEN-ACCESS FIBER

Open-Access Roads



Municipalities provide street infrastructure that can be shared by competing private shipping companies.



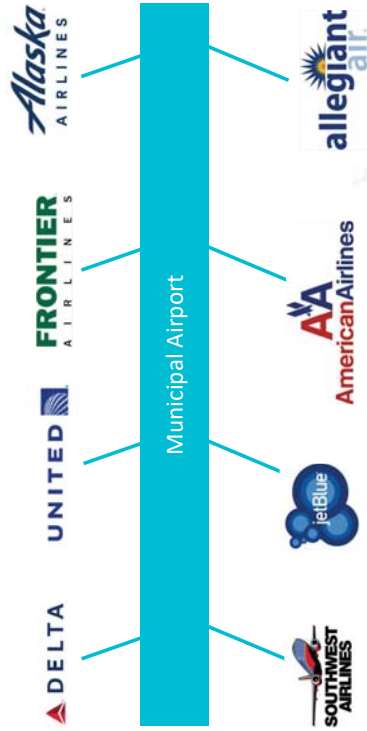
MUNICIPAL OPEN-ACCESS FIBER

Open-Access Transportation Infrastructure



MUNICIPAL OPEN-ACCESS FIBER

Open-Access Transportation Infrastructure



MUNICIPAL OPEN-ACCESS FIBER

Municipalities provide fiber infrastructure that can be shared by competing telecommunications companies.

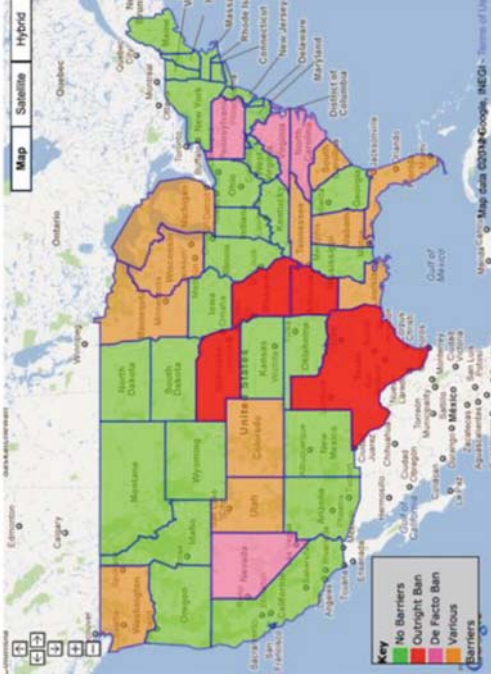


WHAT ARE THE RESTRICTIONS ON MUNICIPAL FIBER?



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WHAT ARE THE RESTRICTIONS ON MUNICIPAL FIBER?



SECTION 5: 01

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WHAT ARE THE RESTRICTIONS ON MUNICIPAL FIBER?

Very difficult for municipalities to do alone

Utah Restrictions/Obstacles for Municipal Fiber
(Utah Code, Title 10, Chapter 18)

Various barriers including:

- Pre-feasibility public hearings
- Feasibility Consultants
- Feasibility Studies
 - Revenues must cover operating expenses
 - Profitability after 1st year, and over 5 years
- More public hearings
- Publication of rates
- Rate amount requirements
- Many other restrictions/obstacles



SECTION 5: 02

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WHAT ARE THE RESTRICTIONS ON MUNICIPAL FIBER?

Wholesale Exemption

- The restrictions/obstacles in the Utah code do not apply to a municipality or inter-local entity that operates on a wholesale basis
- Utah Code 10-18-105(2)
- Examples
 - Provo City (iProvo)
 - UTOPIA Fiber
 - Spanish Fork City grandfathered into previous legislation



SECTION 5: 03

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WHY DEDICATED ETHERNET?

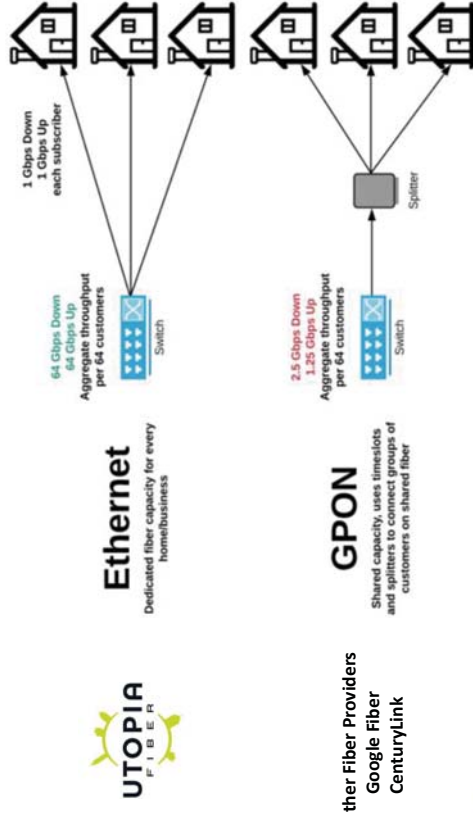
- Future-Proof
- Dedicated capacity to each home and business
- Never congested, **ever**
- Supports carrier-class services to any address
- Recent industry and technology advancements have made it cost competitive with GPON
- Better performance (lower latency, jitter)
- Same architecture as business-class fiber from other providers
- No legitimate technical reason for providers to not be able to interoperate and utilize UTOPIA infrastructure
- Can pass industry standard tests for carrier transport



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SUPERIOR, FUTURE-PROOF ETHERNET ARCHITECTURE

- Supports dedicated capacity per customer
- 10 Gbps now available across UTOPIA Fiber, 100 Gbps for businesses



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WHAT ABOUT WIRELESS?



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5G HYPE

- **"unlimited data" – CNET**
- **"10X Speed of 4G" – CNET**
- **"coming in 2019" – CNET**
- **Will enable self driving cars, smart city applications, etc.**
- **Better reliability**
- **Available everywhere**

<https://www.cnet.com/news/5g-phone-networks-could-exceed-4g-limits-worries/>
<https://www.wired.com/article/dont-damn-the-5g-hype-11564630401>
<https://www.cnet.com/article/5g-mobile-why-dont-you-own-the-hype-is-the-smartest-move/>



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5G REALITY

- Promised speeds only under ideal conditions – CNET
- Will require \$100B+ investment
- "signals don't travel very far because trees, buildings, your body and even the air can stop them" – CNET
- 5G still depends on sharing
- 5G plans are still have speed/bandwidth caps
- Will be deployed initially to large urban cities (3-5 years), later to suburban (5-10 years), and rural (10+ to never)
- Consumers may not notice any difference - Huawei

- Will be better than LTE for wireless devices, but won't dramatically change the overall mobile experience

<https://www.cnet.com/news/5g-phone-networks-could-exceed-4g-limits-worries/>
<https://www.theverge.com/news/huawei-dominates-5g-networking>



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5G vs Fiber Comparison

- Full 5G deployment obstacles



- 5G**
 - Slower than fiber
 - Not enough capacity for high take-rates
 - Requires significant fiber investment
 - Tower locations difficult to site and install
 - 3 Gbps shared per sector (35 houses & 200+ mobile)
 - Sharing forces providers to utilize usage caps
 - Trees, house elevations block signal
 - Some houses ineligible for service
 - 5 year lifecycle
 - Impacted by rain/snow
- Fiber**
 - Similar costs to full 5G deployment
 - Supports 100% take-rate
 - Sub-surface infrastructure (no towers, pedestals, boxes)
 - 10 Gbps dedicated per house, unlimited use
 - Works for every house
 - Infrastructure lasts 30+ years
 - Unaffected by weather
 - More reliable
 - Needed for 5G, even if deployed on a limited basis

<https://www.micromentor.com/articles/5g-vs-fiber-cnet-technology-could-trickle-down-for-5g-smart-cities-fiber-delivers-access>



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WHAT ABOUT WIRELESS?

- UTOPIA Fiber Loves Wireless
 - Most Utah wireless providers utilize UTOPIA Fiber connections
 - Wireless is complimentary, not competitive to fiber
 - Wireless vs Fiber Economics
 - Wireless technologies have 5 year lifecycle
 - Enables faster ROI, but worse long-term investment
 - In the 40+ year lifespan of fiber, wireless alternatives will be deployed and replaced ~8 times
 - Higher Operational Costs (re-alignments from wind-storms, bad weather, more volatile electronics)
 - Good option for private companies seeking short ROI, selective coverage, underserved/rural areas
 - Problems with coverage, weather, line-of-sight obstacles, reliability, performance
 - Great for filling in gaps where fiber is not yet available



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WHAT ABOUT WIRELESS?

What about next generation millimeter wave, phased array, & 5G technologies?

- Very limited range
- Require line-of-sight (not good for Utah suburban densities and tree coverage)
- More expensive to operate/maintain
- Less reliable than fiber
- Vulnerable to rain, snow, ice
- Aggregation still requires fiber
- Still far less capacity than fiber
- Better than nothing for underserved areas

CURRENT OPTIONS IN CITY

“one of the most widely disliked in an industry of companies with poor reputations” - USA Today - 2018

#1 in “Customer Service Hall of Shame”
- 24/7 Wall St.

#1 of “Most hated companies in America” - Huffington Post

#11 of “The 15 Most Disliked Companies in America”
- Business Insider

“Worst company in America 2014” - Consumerist

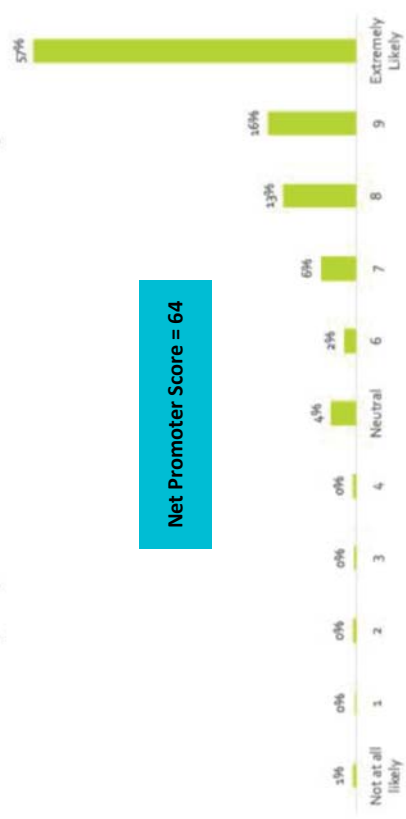
“lost 65,000 broadband customers during the second quarter” (2017)
- DSL Reports

DOES YOUR COMMUNITY HAVE GOOD OPTIONS?

NET PROMOTER SCORE

Highest customer satisfaction in Utah!

How likely are you to recommend UTOPIA to a friend or colleague?



Third-party survey conducted August 2018 by Boncom

GOOGLE RATINGS

UTOPIA Fiber is the #1 rated provider in region

Provider	Score	Source
All West	2.2	https://goo.gl/maps/DKr99kKBxAk
Beehive Broadband*	4.2	https://goo.gl/maps/ha5s3zSCNz72
Comcast	3.1	https://goo.gl/maps/e2B7BfDLXvB2
Centracom	3.1	https://goo.gl/maps/b9y29vadCtR2
Centurylink	1.4	https://goo.gl/maps/fNjif6TwPj2U2
Emery Telecom	1.9	https://goo.gl/maps/A76PxbYsfEX
Google Fiber	3.9	https://goo.gl/maps/xEksEoo3obl2
UTOPIA Fiber	4.5	https://goo.gl/maps/8xeqhDO6KU82
Xmission*	4.5	https://goo.gl/maps/DXF6Uw3mcYv

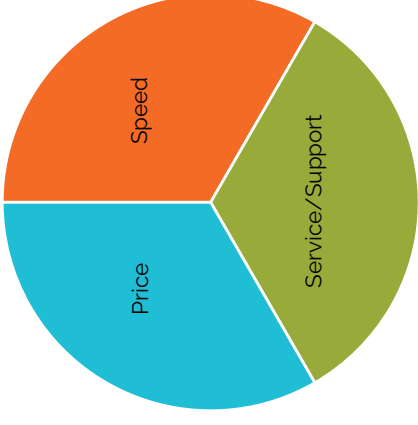
*UTOPIA Fiber partner provider



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UTOPIA FIBER - KEYS TO SUCCESS

- **Fastest in country**
 - 10 Gbps Residential
 - 100 Gbps Business
- **Top Rated in Utah**
 - Net Promoter Score = 64
 - Google Rating - 4.5 Stars
- **Best Value**
 - 250 Mbps - \$65
 - 1 Gbps - \$78



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IS UTOPIA FIBER FINANCIALLY SUSTAINABLE?

- **Phase I**
 - UTOPIA is covering all of its operational expenses
 - UTOPIA cities are paying for original UTOPIA bond obligations
- **Phase II**
 - UJA is covering all of its operational expenses and debt service
 - UJA net revenues continue to grow
 - UJA is paying dividend back to member cities
 - Rapid growth of 1000-1500 new homes each month

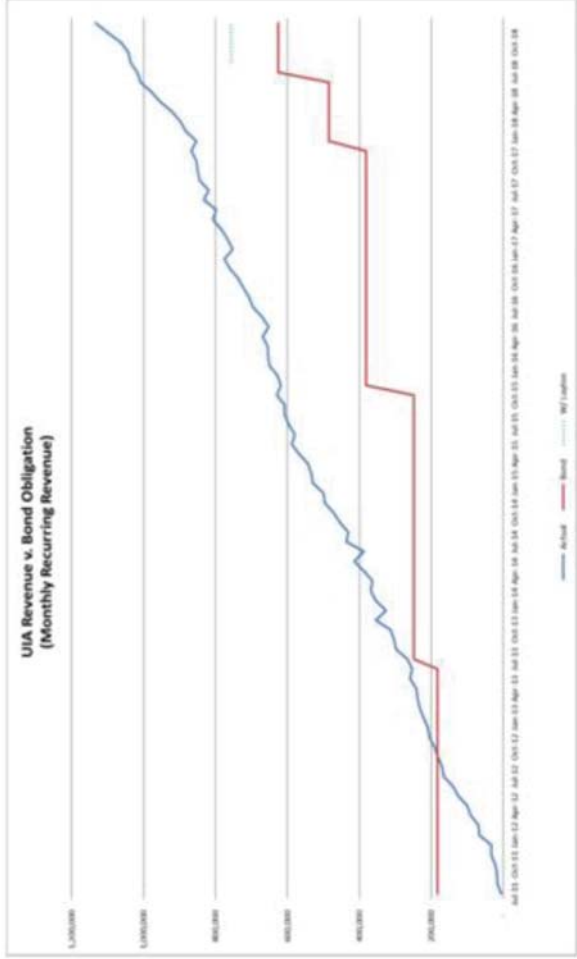


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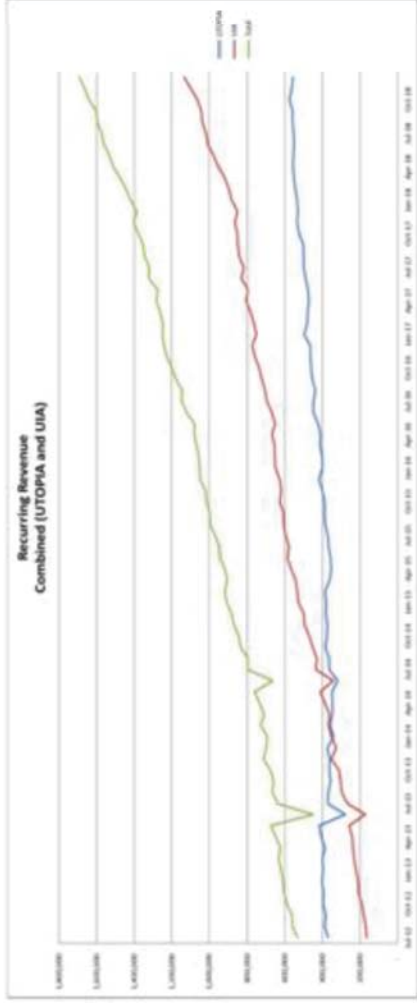


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IS UTOPIA FIBER SUSTAINABLE?

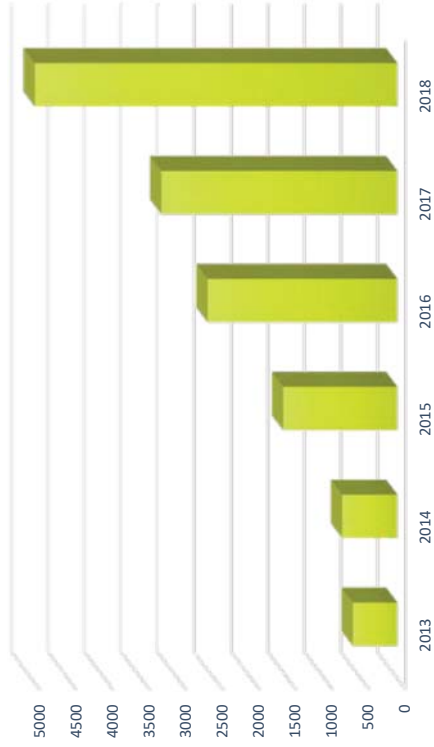


IS UTOPIA FIBER SUSTAINABLE?

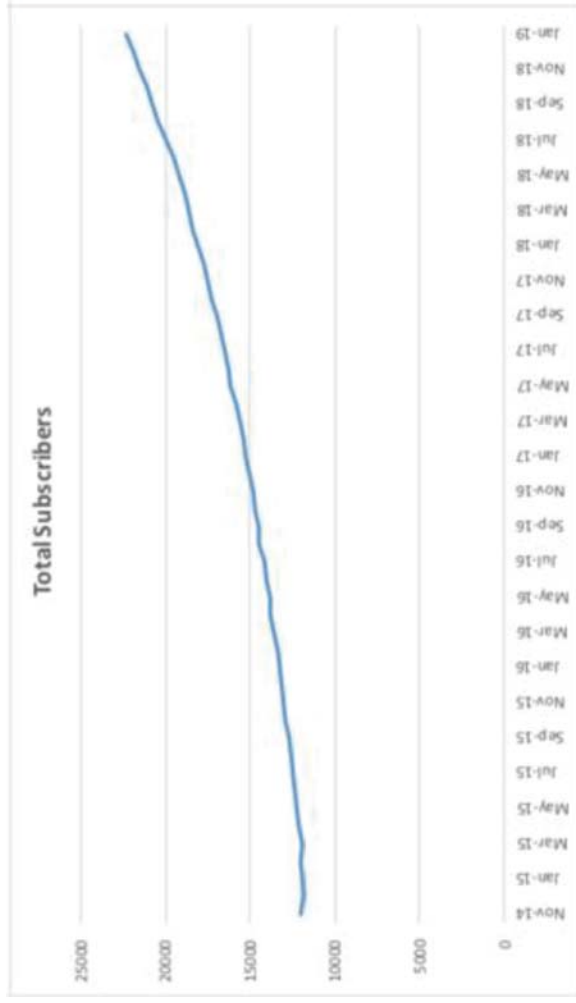


Skyrocketing Demand

RESIDENTIAL SALES 2013-2018



Increasing Demand



POTENTIAL PARTNERSHIP WITH UTOPIA FIBER



POTENTIAL PARTNERSHIP WITH UTOPIA FIBER

Municipality

- Services agreement based on ~42% take rate - West Point
 - 42.6% of residential, but with blend of city services, financing overhead, etc. will likely be closer to 35% residential
- Not obligated to UTOPIA (Phase I) or UJA (Phase II) debts

UTOPIA/UJA

- Finances the project
- Receives portion of subscriber fees to cover operational expenses
 - Electronics replacement
 - Fiber maintenance
 - Utility locating
 - Repairs
 - Backbone interconnectivity
 - Network Operations Center monitoring
 - Service provider interconnectivity
 - Billing
 - Marketing



POTENTIAL PARTNERSHIP WITH UTOPIA FIBER

Municipality (individual or collectively)

- Services agreement based on ~42% take rate in West Point
 - 42.6% of residential, but with blend of city services, financing overhead, etc. will likely be closer to 35% residential
- Not obligated to UTOPIA (Phase I) or UJA (Phase II) projects

UTOPIA/UJA

- Finances the project
- Receives portion of subscriber fees to cover operational expenses
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 - Repairs
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 - Service provider interconnectivity
 - Billing
 - Marketing



AGREEMENT TERMS

- City backstops financing at amount up to \$470k/annually or \$39k/monthly
- Actual numbers likely to be lower based on actual financing terms, not estimated amounts
- \$30/mo per subscriber pays for financing costs, decreasing any potential cost to city for every subscriber on system (i.e. 1306 subscribers = \$39,180/mo)
- 100% of city services revenue allocated towards obligations (estimated at \$3000/mo) reduces effective take-rate needed to 39%
- Cost overruns are covered by UJA
- City growth expense covered by UJA
- New homes/businesses count towards obligations, without increase risk to city
- Effective take-rate obligation decreases over time as household number increases
- Accumulated revenues before payments are due count toward obligation, effectively giving 2 ½ years+ of build/sales period
- Any shortfall that impacts the city, is only a loan, paid back when revenues exceed necessary take-rate



WEST POINT CONSIDERATIONS



- Near UTOPIA Fiber Backbone
- Especially High Demand – Survey Results
- Poor competitive options
- No Commercial
- Similar areas have achieved 40%+ take-rate
- In current technician coverage area
- Growing city with green-field opportunity

POTENTIAL PARTNERSHIP WITH UTOPIA FIBER

Current UTOPIA Fiber Residential Offerings

250 Mbps \$65/month	1 Gbps \$78/month	10 Gbps \$229/month
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- Includes \$30/mo infrastructure fee to pay financed cost of project
- Available from 11 different residential service providers
- All-in cost, covers entire cost of the fiber project

WEST POINT CONSIDERATIONS

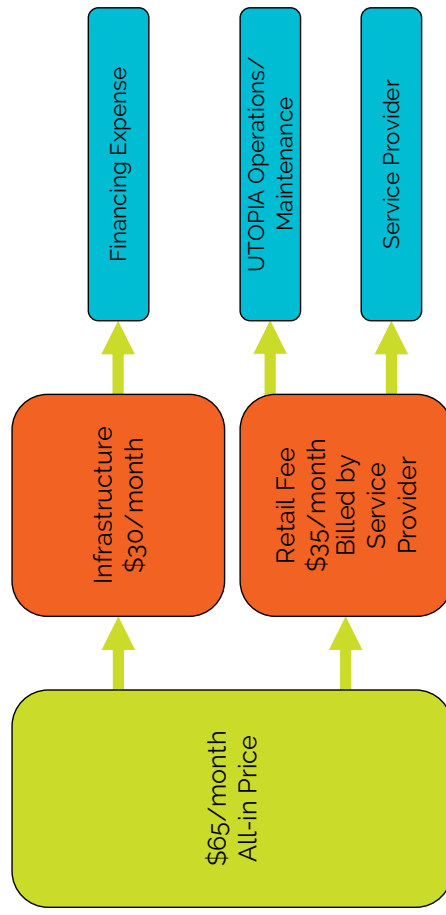
Survey Results

If you were to sign up for services on a fiber network. Check all services that you would be interested in.



REVENUE DISTRIBUTION OF SUBSCRIBER FEES

Example – Minimum 250/250 Mbps Internet Package, 1yr commitment



ECONOMIC BENEFITS

- Bring top speeds, price, service, value for telecommunications service to city
- Expected decreased cost of service for all residents of \$27/month*
- Increased residential property values by 3.1%**
- Better service and lower costs for businesses, schools, municipal services, other.

- [*https://medium.com/@fiberbroadband/when-gigabit-internet-comes-to-town-it-could-mean-savings-for-consumers-4feccd69223](https://medium.com/@fiberbroadband/when-gigabit-internet-comes-to-town-it-could-mean-savings-for-consumers-4feccd69223)



BENEFITS OF PARTNERING WITH UTOPIA FIBER

- Established partner with existing operations
- Avoid startup costs
- Stable finances
- Economy of scale benefit
- 25+ service providers in place
- Simple structure based on proven UIA model
- Lower costs from UTOPIA volume materials and labor purchasing



RECOMMENDED NEXT STEPS

- 1 - Community Survey - Completed
- 2 - City Issues RFI/RFP - Completed
- 3 - UTOPIA Fiber Proposal - Completed
- 4 - Contract Finalization – In process
- 5 - City Council Vote
- 6 - Project Build
- 7 – Marketing/Sales



Questions?

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