



**West Point City**  
**Council Notice and Agenda**  
West Point City Municipal Center  
3200 West 300 North  
West Point City, UT 84015  
September 2, 2014

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

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**ADMINISTRATIVE SESSION**  
6:00 pm – Board Room

1. Fourth of July Wrap-up – Mrs. Jolene Kap
2. Discussion of Youth Council Program – Mrs. Jolene Kap
3. Discussion of Developers Agreement with Castle Creek Homes – Mr. Boyd Davis
4. Discussion of Payback Agreement for Bartholomew Lane Phase 2 & 3 – Mr. Boyd Davis
5. Davis County Commissioners Report

**GENERAL SESSION**  
7:00 pm – Main Council Chamber

1. Call to Order
2. Pledge of Allegiance
3. Prayer. (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought.)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment. (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 Resolution 09-02-2014A, Postponement of Improvements Agreement with Rocky Mountain Power – Mr. Boyd Davis
9. Motion to Adjourn

Posted and dated this 29<sup>th</sup> day of August, 2014

  
\_\_\_\_\_  
MISTY ROGERS, 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:** **9/16/2014**

### **Administrative Session – 6:00 pm**

1. Animal Care & Control Feral Cat program – Mr. Clint Thacker.
2. Discussion of the Pheasant Creek Property Owned by West Point City – Mr. Boyd Davis

### **General Session – 7:00 pm**

#### **Community Development and Renewal Agency**

1. Discussion of CDRA Project Area Plan and Project Area Budget – Mr. Kyle Laws

**Date:** **10/7/2014**

### **Administrative Session – 6:00 pm**

### **General Session – 7:00 pm**

1. Youth Council Update
2. Swearing-In of the Youth Council Members

**Date:** **10/21/2014**

### **Administrative Session – 6:00 pm**

### **General Session – 7:00 pm**

#### **Community Development and Renewal**

1. Consideration of Resolution No. R10-21-2014A, Approving the Official Project Area Plan – Mr. Kyle Laws
  - a. Public Hearing
  - b. Action
2. Consideration of Resolution No. R10-21-2014B, Approving the Project Area Budget – Mr. Kyle Law
  - a. Public Hearing
  - b. Action

3. Consideration of Ordinance No. R10-21-2014A, Approving the Project Area Plan and Designation of the Plan as the Official Development Plan of the Project Area – Mr. Kyle Laws

### **Future Items**

#### **Administrative Session**

1. Discussion of Debris Management – Mr. Paul Rochell
2. Discussion of Sewer System Management Plan – Mr. Paul Rochell
3. Discussion of Street Light Replacement – Mr. Kyle Laws
4. Discussion of Cemetery Expansion

#### **General Session**

1. Resolution No. \*\*\*, Adoption of the West Point City Sewer System Management Plan – Mr. Paul Rochell

# West Point City 2014 Calendar

January  
February  
March  
April  
May  
June  
July  
August

## September

1 Labor Day-Office Closed  
2 City Council-7pm  
11 Planning Commission-7pm  
15 Senior Lunch-11:30am  
16 City Council-7pm  
25 Planning Commission-7pm

## October

2 Cemetery Cleaning  
7 City Council-7pm  
8 Council/Staff Lunch-11:30am  
16 Planning Commission-7pm  
17 Halloween Carnival-7pm  
20 Senior Lunch-11:30am  
21 City Council-7pm  
30 Planning Commission-7pm

## November

4 Election Day  
8 Flags on Veteran's Graves YC  
11 Veteran's Day-Office Closed  
13 Planning Commission-7pm  
17 Senior Lunch-11:30am  
18 City Council-7pm  
27-28 Thanksgiving -Office Closed

## December

1 City Hall Lighting Ceremony-6:00 pm  
2 City Council-7pm  
5 Christmas Party-7pm  
11 Planning Commission-7pm  
15 Senior Lunch-11:30am  
16 City Council-7pm  
19 Cemetery Luminary-4pm  
25-26 Christmas -Office Closed

## January 2015

9-10 Council Retreat

# City Council Staff Report



**Subject:** 2014 – 4<sup>th</sup> of July Report

**Author:** Jolene Kap

**Department:** Administration

**Date:** September 2, 2014

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## **Background**

Each year we hold a celebration on the fourth of July, it is one of the most attended and looked forward to events of the year. For this event a Committee is organized to help plan and carry out the event. This year's committee members were: Jolene Kap, Paul Rochell, Kasey Gibson, Brad & Kelli Lee, Kent & Ruth Ann Henderson and Erin Davidson. Several meetings were held beginning in January.

A final wrap-up meeting was held on July 16<sup>th</sup> with all of the Committee members present to discuss the strengths and weakness of this year's event.

## **Analysis**

A majority of the residents and vendors express that they enjoy the one day event. With this being the fifth year where the 4<sup>th</sup> of July celebration was held on a single day. We still all agree this it is the way we would like to proceed in the future unless Council directs otherwise. Considering the fact that next year the 4<sup>th</sup> will fall on a Saturday we will continue with the one day schedule.

A few items we updated this year included-

- \*Changed the vendor applications to only allow vendor to rent booth spots if they were 18 or older.
- \*Changed the way the staging was done at the beginning of the parade to help avoid some congestion at the stake center.
- \*Updated the parade application to make sure it was clear no drivers could throw candy from the vehicle for the safety of the residents.
- \*Made residents turn in cards for BINGO more frequently, they also only allowed people to have one card and took a few more breaks to help give more people the opportunity to play.

After the event, City Staff, and then the committee, met to discuss recommended changes and improvements for next year. These include:

\*Updating the sponsor letter, each year our sponsor donations are getting smaller. We hope updating the donation amounts and benefits will bring more sponsors to the event.

\*Modifying the vendor application to charge for using the city pop-up shade tents. This was the best vendor year we have had in the last 3 years. However this also meant we had a lot of the power vendors that needed shade. Each shade tent runs around \$200.00 and adds a lot to the cost of the budget when they aren't taken care of or disappear when the event is over. It also is a huge burden the morning of the 4<sup>th</sup> to get them all set up.

\*Making the Grand Marshall and Woman of Honor more visible in the parade.

\*Using the metal fencing after Bingo is over to make a line for the dinner. We feel this will help us get a more accurate count on the number of residents served in order know from year to year how many residents are being served.

\*Changing the parade route to end at West Point Elementary. 3500 W is such a small street and with the parade and the resident participation growing each year we are seeing a large amount of congestion at the entrance to the park. It also poses a potential accident hazard.

### **Recommendation**

Councils should discuss the committee's recommendations and provide directions for next year's 4<sup>th</sup> of July celebration.

### **Significant Impacts**

There are no significant impacts at this time.

### **Attachments**

4<sup>th</sup> of July Budget Summary

4th of July 2014 Budget and Expenditure Summary
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2008 Budget	\$54,750
2009 Budget	\$45,000
2010 Budget	\$42,000
2011 Budget	\$30,000
2012 Budget	\$52,000
2013 Budget	\$52,000
2014 Budget	\$52,000

	<u>Prizes</u>	<u>Dinner</u>	<u>Fireworks</u>	<u>Entertain.</u>	<u>Games &amp; Contests</u>	<u>Publicity</u>	<u>Tech/Public Wks</u>	<u>Parade</u>	<u>Misc.</u>	<u>Volunteer Recognition</u>	<u>T-Shirts</u>	<u>5K</u>	<u>Golf Tourney</u>	<u>Total</u>
2013 Budget	\$7,000	\$7,000	\$13,800	\$3,000	\$3,000	\$1,000	\$7,500	\$900	\$200	\$3,000	\$5,000	\$300	\$300	\$52,000
2013 Expenditures	\$8,210	\$7,182	\$13,768	\$2,861	\$2,838	\$728	\$7,356	\$879	\$150	\$3,037	\$5,251	\$174	\$400	\$52,834
Variance from Budget	(\$1,210)	(\$182)	\$32	\$139	\$162	\$272	\$144	\$21	\$50	(\$37)	(\$251)	\$126	(\$100)	(\$834)

	<u>Prizes</u>	<u>Dinner</u>	<u>Fireworks</u>	<u>Entertain.</u>	<u>Games &amp; Contests</u>	<u>Publicity</u>	<u>Tech/Public Wks</u>	<u>Parade</u>	<u>Misc.</u>	<u>Volunteer Recognition</u>	<u>T-Shirts</u>	<u>5K</u>	<u>Golf Tourney</u>	<u>Total</u>
2014 Budget	\$5,000	\$7,000	\$16,000	\$3,000	\$3,000	\$800	\$7,500	\$900	\$200	\$3,000	\$5,000	\$300	\$300	\$52,000
2014 Expenditures	\$5,813	\$5,626	\$16,000	\$3,055	\$2,310	\$687	\$7,880	\$879	\$245	\$3,091	\$3,750	\$321	\$176	\$49,833
Variance from Budget	(\$813)	\$1,374	\$0	(\$55)	\$690	\$113	(\$380)	\$21	(\$45)	(\$91)	\$1,250	(\$21)	\$124	\$2,167





**4th of July Revenues**

2012

2013

2014

5K	\$4,700	\$6,414	\$5,943
Baby Contest/Diaper Derby	\$640	\$895	\$765
Booth Rental	\$1,545	\$1,710	\$1,845
Dinner	\$819	\$620	\$940
Drinks	\$485	\$450	
Sponsors	\$5,250	\$2,100	\$1,002
Services in Kind	\$3,360	\$2,800	\$3,930
Other Donations	\$50	\$100	\$0
<b>Total</b>	<b>\$16,849</b>	<b>\$15,089</b>	<b>\$14,425</b>



## **2014 Sponsor list**

Horizon Credit Union \$250.00 (water bottles)

Striders \$450.00 (merchandise/gift cards)

Golds/Flowrider/ifly/irock \$1500 (gift cards)

Keith Kap \$ Sons \$500.00 (gift cards)

Tanner Clinic \$250.00 (cash)

Intermountain Syracuse Clinic \$250.00 (cash)

Walmart \$50.00 (gift card)

Dicks \$250.00 (discount coupons)

Famous Dave's \$25.00 (gift card)

Zions Bank \$250.00 (cash)

Schneider's Bluff \$500.00 (prizes)

Texas Roadhouse \$30.00 (gift card)

Krispy Kreme \$400.00 (donuts donation)

Ogden Medical \$200.00 (cash) (donation for golf)

Dixon Golf \$52.00 (cash)

Cash Donations \$1002.00

In-Kind Donations \$3930.00

**Total Donations \$4957.00**



# City Council Staff Report

**Subject:** Youth Council  
**Author:** Jolene Kap  
**Department:** Administration  
**Date:** September 2, 2014



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## **Background**

The Youth Council is a group of Youth who, under the direction of an Advisor, volunteer many hours to multiple service projects throughout the year. Through activities the youth are being trained to become exceptional citizens. The advisor emphasizes implementing a consistent structured council that mirrors the structure of the City Council, encourages growth of character through service and helps the youth to look beyond themselves.

Over the last few years we have seen a large growth in the Youth Council participants. This only shows what great examples we have that are helping others who want to serve in the community.

## **Analysis**

The new Youth Council is selected shortly after the beginning of each school year. As in prior years, staff would like to take an opportunity to visit with Council about the upcoming year to discuss proposed changes and receive any additional direction from the City Council.

For the past 2 years the YC leadership structure has remained the same with the leadership position being held for the full year. This helps alleviate confusion and lack of accountability. It also helps encourage the kids to remain with the program for future years so they can have that opportunity to serve as a leader.

Last year a new Youth Council Advisor was chosen. Trish Estheimer worked closely with City Staff this year in helping the program run smooth. Despite the changes I think this was one of the best years the YC has had. We started with around 80 kids and still had close to 50 participating over the last few months. One of Trish's first assignments with the YC was to update the Charter, to help clarify what each members responsibilities were for the year. The charter also made clear to all the YC members what was expected from them for the year on attendance and participation.

The Charter seemed to be helpful to the planning and carrying out of activities and duties for the officers and service members. No changes will be made to the Charter this year for the upcoming YC year.

One of the assignments for the youth council leaders was to make sure they shadow the City Council at least 2 times this year. With the change in advisors this year it was something the YC didn't have a chance to participate in.

While there are not changes being proposed to the charter, this is one change Staff would like to propose to the program. With the growing number of kids, Staff would like to recommend another YC advisor be called to help with the activities and events.

**Recommendation**

Staff would like Council to discuss the proposed changes to the program and provide input and direction.

**Significant Impacts**

There are no significant impacts at this time.

**Attachments**

Calendar of proposed activities for the 2014-2015 year.

# West Point City 2014-2015 Calendar

## October 2014

Report @ CM  
Halloween Carnival  
Retirement Home

## November

Report @ CM  
Retreat  
Veteran Program  
Retirement Home

## December

Report @ CM  
Lighting Ceremony  
Luminary  
Retirement Home  
Sub-For-Santa

## January 2015

Report @ CM  
Legislature Day (Officers Only)  
Winter Ball  
Retirement Home

## February

Report @ CM  
Start filling Easter Eggs  
Retirement Home

## March

Report @ CM  
Essay Contest  
Retirement Home

## April

Report @ CM  
Easter Egg Hunt  
USU Conference  
Mini Retreat  
Retirement Home

## May

Report @ CM  
Take Pride Day  
Community Garden  
Retirement Home

## June

Report @ CM  
Community Garden  
Training for face painting  
Retirement Home

## July

Report @ CM  
4<sup>th</sup> of July  
Retirement Home

## August

Report @ CM  
Youth Summer Games w/all Utah YC  
Serve at Senior Dinner  
Community Garden  
Retirement Home

## September

Report @ CM  
Awards Ceremony  
Retirement Home

## October

Report @ CM  
Swearing in Ceremony for new YC  
Retirement Home

## Dates of the following TBD-

City Council Shadow 2x's a year  
Adopt a Highway clean-up 3 x's a year  
(spring, summer, fall)





# City Council Staff Report

**Subject:** Development Agreement  
**Author:** Boyd Davis  
**Department:** Community Development  
**Date:** September 2, 2014



## **Background**

At the last Council Meeting we discussed the developer's agreement for the property owned by Castle Creek Homes at approximately 1800 W 800 N. Staff has prepared a draft agreement which has been modeled after the agreement made with Ivory Homes for their town house project. This report highlights the differences between the two agreements.

Staff met with Mike Schultz, the owner of Castle Creek Homes, to discuss the agreement and the desires of the City Council. He will be in attendance at the meeting to answer the Council's questions.

## **Analysis**

Council suggested that an agreement similar to the Ivory Homes agreement be established with Castle Creek Homes for their property. Below is a comparison of the Ivory Homes agreement with the desires of Castle Creek Homes:

	<u>Ivory Homes</u>	<u>Castle Creek Homes</u>
R-3 zone	11 acres	0 acres
R-5 zone	9 acres	6.5 acres
C-C zone	4 acres	5.3 acres
Timing of zoning	All property rezoned at the same time	All property rezoned at the same time
Prohibited in C-C	storage sheds, outdoor storage, etc.	Would like outdoor sales of equipment (i.e john deere tractors)
Landscaping	15% min	15% min
Landscaping approved by PC	Yes	Yes
Landscaped entrance	Yes	Yes
Brick	40% overall brick	40% brick front 4' brick wainscot sides
Vinyl siding	Not allowed	Not allowed (stucco & hardy)
Square footage	1,300 sq. ft. per unit (above	1,300 sq. ft. above grade

	grade)	
Architectural design	yes	Is willing to do the front and some on the back
Colors of buildings	Earthtones	Other colors allowed
Density	8.0 units per acre max	10.5 unit per acre max
Fence	Vinyl or masonry	Vinyl or masonry
Garage	Attached garage (single car)	Attached (single & doubles)
Parking requirement		2 ½ parking stalls per unit

At the last meeting, the Council expressed their desire to have more architectural design on the back of the buildings. The developer has agreed to do some design on the backs, but it will not be to the extent that Ivory Homes has done. The developer feels that this is in line with the agreement, which is probably true. It appears that Ivory Homes went above and beyond the requirements of the agreement.

This agreement was challenged at one point and was sent to the State Property Rights Ombudsmen's Office for review. It was determined that the agreement was good and binding. However, there was a clarification made. The finished square footage clause was not clear enough and it was determined that the developer could abide by the City Code that allowed 1,200 sq. ft. above grade. We had hope for 1,300 sq. ft. above grade.

Later the brick requirement was clarified to mean that the developer must follow the 40% rule that was part of the City Code, but were not allowed to use any vinyl siding. We have made these two sections more clear in the new agreement.

There has also been a question brought up about the garages. The Ivory Homes agreement simply states that they must have an attached garage, but it does not say the number stalls. The current City Code requires a single car garage for town houses.

### **Recommendation**

No action required. However, staff would like direction from the Council.

### **Significant Impacts**

None

### **Attachments**

None

# City Council Staff Report

**Subject:** Payback Agreement – Bartholomew Lane 2&3

**Author:** Boyd Davis

**Department:** Community Development

**Date:** September 2, 2014

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## **Background**

The developers of the Bartholomew Lane Subdivision have requested a payback agreement for phases 2 and 3. The City Code allows a developer to enter into a payback agreement when they have been required to install infrastructure that will benefit adjacent properties. This subdivision has a road running parallel to the adjacent property that will provide road access and utilities for both properties. Staff believes that a payback agreement is appropriate.

Phase 1 of this same subdivision has a holding strip along the same street, which has the same effect as a payback agreement. The code no longer allows holding strips, but now allows payback agreements which are easier for the City to administer.

## **Analysis**

The City Code explains that the payback agreement will be between the developer and the City. The City will agree to prohibit the adjacent property from subdividing until payment has been made to the developer. The code further explains that the amount of the payment shall be determined by the City and that the agreement will become null and void after 10 years.

The attached map shows the area in question and indicates the properties that staff believes will receive benefit from the improvements that were installed. The code explains that only infrastructure that was installed that is above and beyond the minimum standards can be included in the agreement. The improvements that will be included are as follows:

- 12' of the asphalt
- Road base
- Fill material
- Curb & gutter (west side only)
- Secondary Water Line (difference of 12" and 8")

A cost estimate for the improvements was determined using the original prices submitted by the developer. A detailed estimate is attached. The total estimated value of the improvements included in the payback agreement is \$31,837.

If the payback agreement is approved, it will be recorded at the Davis County Recorder's Office on each parcel included in the agreement.

**Recommendation**

This is for information only. No action is needed at this time.

**Significant Impacts**

The City will be responsible to enforce the payback agreement on the future developments.

**Attachments**

Map

Cost Estimate





PARCEL  
140310062  
4 ACRES

PARCEL  
140310083  
4 ACRES



PHASE 3

1600 N.

PHASE 2

1550 N.

3600 W.



Bartholomew Lane Phases 2&3  
Payback Agreement Estimate

Item	Description	Quantity	Unit	Unit Price	Total
1	Asphalt - 12' wide	667	SY	\$ 10.01	\$ 6,673.33
2	Road Base - 10" deep by 12' wide	667	SY	\$ 9.03	\$ 6,023.01
3	Slurry seal	667	SY	\$ 2.00	\$ 1,334.00
4	Fill Material	450	TON	\$ 10.31	\$ 4,641.82
5	Curb & gutter	500	LF	\$ 14.24	\$ 7,120.00
6	Secondary water line - difference between 8" & 12"	500	LF	\$ 12.09	\$ 6,045.00
	Total				\$ 31,837.16





# City Council Staff Report

**Subject:** Rocky Mt. Power Substation Postponement Agreement

**Author:** Boyd Davis

**Department:** Community Development

**Date:** September 2, 2014



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## **Background**

Rocky Mountain Power is in the process of designing a new power line and substation that will be located in West Point City. They purchased a site about 2 years ago located at approximately 200 S 4200 W. The site is located across the street from Flo Abrams home and the D&W secondary water reservoir. The power line will run parallel to Davis County's 200 South drain.

The Planning Commission granted a conditional use permit for the substation. One of the conditions of approval was a postponement agreement for the curb, gutter, and sidewalk improvements. The site is in an isolated area that does not warrant those improvements at present, but RMP has agreed to pay for their portion when the rest of the area is improved.

## **Analysis**

A sample postponement agreement is also attached. This agreement must be approved by the City Council and accepted by Rocky Mountain Power. The agreement states that RMP agrees to install the improvements at the time the City Council determines that they are necessary.

The agreement also states that the improvements must be installed according to the West Point City Subdivision Ordinance and shall be inspected by the City. The improvements that will be postponed include the curb, gutter, sidewalk and asphalt.

## **Recommendation**

Staff recommends approval of resolution 09-02-2014A approving the postponement agreement and authorizing the Mayor to execute said agreement.

## **Significant Impacts**

None

## **Attachments**

Postponement Agreement



**RESOLUTION NO. 09-02-2014A**

**A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT BETWEEN  
ROCKY MOUNTAIN POWER AND WEST POINT CITY FOR THE INSTALLATION OF  
STREET IMPROVEMENT ALONG 200 SOUTH ADJACENT TO THE PROPOSED  
SUBSTATION**

**WHEREAS**, Rocky Mountain Power plans to build a power substation adjacent to 200 South Street at approximately 4200 W; and

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

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

**WHEREAS**, Rocky Mountain Power has agreed to pay for the improvements at a later date.

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

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

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of September, 2014.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Erik Craythorne, Mayor

**ATTEST:**

\_\_\_\_\_  
Misty Rogers, City Recorder



**POSTPONEMENT OF IMPROVEMENTS AGREEMENT**  
**(Approximately 4200 West 200 South, parcel no. 120430038)**

THIS AGREEMENT for the postponement of improvements (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and Rocky Mountain Power (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

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

PART OF THE N 1/2 OF SEC 6-T4N-R2W, SLM; BEG AT A PT S 89°46'33" W 983.23 FT ALG THE 1/4 SEC LINE FR THE E 1/4 COR OF SD SEC 6; TH S 89°46'33" W 270.01 FT; TH N 0°15'34" W 886.51 FT TO AN EXIST FENCE; and,

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

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

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

**AGREEMENT**

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

3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.
4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.
5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

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

WEST POINT CITY

By: \_\_\_\_\_

ERIK CRAYTHORNE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY ROGERS, City Recorder

ROCKY MOUNTAIN POWER, dba PACIFICORP

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS                )

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

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF UTAH                    )  
  (        ss.  
COUNTY OF DAVIS                )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me \_\_\_\_\_, the signer of the foregoing Agreement on behalf of Rocky Mountain Power, dba PacifiCorp, who duly acknowledge to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

