



West Point City Council Notice and Agenda

West Point City Municipal Center
3200 West 300 North
West Point City, UT 84015
November 18, 2014

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

WEST POINT CITY COUNCIL - ADMINISTRATIVE SESSION

6:00 pm – Board Room

1. Discussion of Proposed Mixed Use Zone – Mr. Boyd Davis [page 6](#)

COMMUNITY DEVELOPMENT & RENEWAL AGENCY OF WEST POINT CITY - ORGANIZATIONAL MEETING

6:30 PM – Board Room

1. Call to Order
2. Communications from Staff
3. Citizen Comment. (If you wish to make comment to the Board, 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 Board to receive new information and perspectives).
4. Adoption of the Minutes from the October 21, 2014 CDRA Meeting. [CDRA PACKET, page 3](#)
5. Public Hearing for the 300 North Community Development Project Area and Project Area Budget
6. Consideration of Resolution No. R11-18-2014A, Approving the Official Project Area Plan – Mr. Boyd Davis/Mr. Randy Sant
a. Action [CDRA PACKET, page 9](#)
7. Consideration of Resolution No. R11-18-2014B, Approving the Project Area Budget – Mr. Boyd Davis/Mr. Randy Sant
a. Action [CDRA PACKET, page 15](#)
8. Consideration of Approval of Interlocal Agreement between the West Point CDRA and West Point City for the Advancement of Funds to the Agency – Mr. Boyd Davis/Mr. Randy Sant [CDRA PACKET - page 41](#)
9. Motion to Adjourn

WEST POINT CITY COUNCIL - GENERAL SESSION

7:00 pm – Main Council Chamber

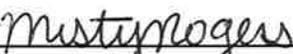
1. Call to Order
2. Pledge of Allegiance
3. Prayer. (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Consideration of Adoption of City Council Minutes from October 21, 2014 and November 6, 2014. [page 7 & page 19](#)
7. Citizen Comment. (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives).
8. Consideration of Ordinance No. 11-18-2014A, the Approval and Adoption of the Project Area Plan for the 300 North Community Development Project – Mr. Kyle Laws/Mr. Randy Sant [page 21](#)
9. Consideration of Approval of Interlocal Agreement between West Point City and the West Point CDRA, for the Advancement of Funds to the Agency – Mr. Kyle Laws/Mr. Randy Sant [page 27](#)
10. Motion to Adjourn

WEST POINT CITY COUNCIL - CLOSED SESSION

Immediately following the General Session – Board Room

1. Call to Order
2. Pursuant to UCA §52-4-205(1)(d), Strategy Session to Discuss Real Property.
3. Motion to Adjourn

Posted and dated this 13th day of November, 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: 12/2/2014

Administrative Session – 6:00 pm

1. Discussion of Sanitary Survey – Mr. Kyle Laws

General Session – 7:00 pm

1. Approval of the Minutes from the November 18, 2014 City Council meeting
2. Consideration of Ordinance No. 12-02-2014A, Approval of the West Point City Council 2015 Meeting Schedule – Mrs. Misty Rogers
3. Consideration of Resolution No. 12-02-2014A , Adoption of the West Point City Sewer System Management & Safety Plan – Mr. Paul Rochell
4. Consideration of Ordinance No. 12-2-2014C, A rezone of the property located at approximately 1800 West 800 North – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

Community Development and Renewal Agency

1. Adoption of the minutes from the November 18, 2014 CDRA meeting.

Date: 12/16/2014

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Approval of the Minutes from the December 16, 2014 City Council meeting
2. Consideration of Ordinance No. *** Proposed Mixed Use Zone – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action

Community Development and Renewal Agency

1. Adoption of the minutes from the December 2, 2014 CDRA meeting

Date: 1/9/2014

Council Retreat – 8:30 am

Future Items

Administrative Session

1. Discussion of Sewer System Management & Safety Plan – Mr. Paul Rochell
2. Discussion of Debris Management – Mr. Paul Rochell
3. Discussion of Street Light Replacement – Mr. Kyle Laws
4. Discussion of Cemetery Expansion
5. Discussion of Feral cats and the TNR program with Davis County Animal Services

General Session

January
February
March
April
May
June
July
August
September
October

November

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: General Plan Mixed Use Area
Author: Boyd Davis /Evan Nelson
Department: Community Development
Date: November 18, 2014

BACKGROUND

The Planning Commission has been discussing a proposed amendment to the City Zoning Ordinance related to the Mixed Use Area located on 300 North, midway between 200 West and 3000 West. The Planning Commission held several in depth discussions on the subject of the Flexible Use/Mixed Use Area. We have attempted to incorporate the guidance of the Planning Commission in the current proposed code, outlined below.

ANALYSIS

The Mixed Use Area was added to the General Plan a couple of years ago when the plan was updated to include the area known as the “church farm”. Although it was added to the General Plan there were no guidelines in the zoning code to regulate the area. In fact, the term “mixed use” did not even exist in the zoning ordinance. It was always the intent to address the code at a later date. Although the mixed use proposal was started some time ago, it is very timely in light of the proposed Smith’s Marketplace development that has been announced.

The proposed Mixed Use Area Code is provided below.

Chapter 17.25.085 Mixed Use Area

The area on the General Plan Map designated as “Mixed Use” has been created to encourage development that is market-driven and to further the following four objectives:

- 1. Preserve adequate space and opportunity for commercial development*
- 2. Provide an opportunity for high density residential development and research and industrial development.*
- 3. Allow flexibility in the arrangement of uses for this area*

Applications for development in the Mixed Use Area will be evaluated on how well the proposed development(s) further these objectives.

Development in the Mixed Use Area shall also be subject to the following criteria:

- A. The development area shall be rezoned according to its proposed use(s) in accordance with City Code 17.05.090.*
- B. Acceptable zones in the Mixed Use Area include: R-4, R-5, R-6, N-C, C-C, R-C, P-O, and R/I-P.*
- C. Vertical stacking of uses may be allowed in the Mixed Use Area, in accordance with City Code. Vertical stacking of uses will only be allowed under the following conditions:*
 - a. R-6 is the only zone that can be stacked on top of other zones.*
 - b. N-C, C-C, R-C, and P-O are the only zones that can have the R-6 Zone stacked on top of them.*

- c. *Stacking of zones must be approved by the Planning Commission and City Council through the standard rezone process.*

You will notice that the proposed language above includes an R-6 zone, which does not currently exist. This is intended to be a high density multi-family residential zone. It was envisioned that the mixed use area would allow high density developments such as apartments, but the current code does not allow such developments. If the mixed use proposal is adopted as written then the R-6 zone will also need to be created.

There were three key points that were discussed at length with the Planning Commission before they arrived at the final proposal. First was a discussion regarding the name of the area. At one time staff proposed changing the name to “Flexible Use” as it seemed to describe the intent better. However, in the end it was determined that it would be better to leave the name to avoid the need to amend the General Plan.

Second, the original proposal included specific limits on each land use type that could be used in the Mixed Use Area. Staff proposed percentages for each type, however, the Planning Commission felt it was not necessary and that the Planning Commission and City Council could determine on a case by case basis if the land use types were appropriate.

Lastly, the Planning Commission felt it was important to include some objectives that were to be met by the developers within the Mixed Use Area. These are included in the opening of the proposed code.

It is true that the proposed code is *very* flexible. However, we feel that the City’s interests would be protected by the authority of the City Council to approve or deny zone changes. The style of this code is such that the burden of ensuring proper zoning and development rests more with the Planning Commission and the City Council than would be the case with more restrictive codes. However, this style also bends with the needs of the market and could result in development that harnesses greater private sector ingenuity than what we may have seen in the past. Really, the possibilities are endless.

RECOMMENDATION

No action is required at this meeting. This is intended for discussion only, however, Staff would appreciate any feedback that the Council may have.

SIGNIFICANT IMPACTS

There are no significant impacts at this time.

ATTACHMENTS

None

**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
October 21, 2014**

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

Administrative Session
6:00 PM

Minutes for the West Point City Council Administrative Session held at 6:00 pm on October 21, 2014 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

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

EXCUSED – Council Member Andy Dawson

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

VISITORS – Rob Ortega, Tracy Roddom, Clint Thacker, and Arlyn Bradshaw

1. Animal Care & Control Feral Cat Program – Mr. Clint Thacker

Mr. Thacker provided the Council with the 2013/2014 Davis County Animal Services Activity Report.

Mayor Craythorne welcomed those in attendance and then turned the time over to Mr. Clint Thacker the Director of Davis County Animal Services.

Mr. Thacker stated the Davis County Animal Shelter receives an estimated 10,000 animals each year. Of the 10,000 animals received by the shelter, an estimated 4,500 are cats which are euthanized each year. Mr. Thacker stated the number one impound for the shelter is feral cats. Because of this, Davis County Animal Services has united with the Best Friends Animal Society to participate in the Trap/Neuter/Return (TNR) program.

Mr. Thacker stated approximately two years ago, the County had presented a pilot program similar to that of the TNR program to the Council. Since that time and with the assistance of the Best Friends organization, the pilot program was revised specifically with regards to feral cats. Mr. Thacker stated when introduced to the Best Friends TNR program he was skeptical. However with the assistance of the Best Friends organization, the Davis County Animal Shelter reached an 88% live release rate at the end of the first quarter in 2014.

Mr. Thacker stated the Best Friends Animal Society was established with the hopes of ending animal euthanasia in animal shelters. Reaching this goal will mean that 90% of the animals entering an animal shelter will leave alive. He then turned the time over to Mr. Arlyn Bradshaw, the Executive Director of the Best Friends Animal Society of Utah to address the Council.

Mr. Bradshaw stated that he currently serves on the Salt Lake County Council and as the Executive Director of Best Friends Animal Society of Utah. Mr. Bradshaw stated in Utah an estimated 52% of all cats that enter a shelter are euthanized compared to only 17% of dogs. He then stated in Davis County, an estimated 4,500 cats enter the Davis County Animal Shelter and only 5% are returned to an owner compared to 47% of dogs.

Mr. Bradshaw informed the Council that the majority of the cats received by the animal shelter each year are considered feral and have lived the majority of their life as a community cat.

Council Member Chatterton asked how many cats are picked-up in West Point City each year. Mr. Thacker stated each year approximately 123 cats from West Point City are taken in by the Davis County Animal Shelter.

Mr. Bradshaw informed the Council that in 2011, the Legislature adopted the "Community Cat Act" (11-46-303, UCA). He then defined a Community Cat as a feral or free-roaming cat that is without visibly discernable or microchip owner identification of any kind, and has been sterilized, vaccinated, and ear tipped. He then stated under the Community Cat Act, a government shelter can release community cats to a third party organization such as the Best Friends Animal Society.

Mr. Bradshaw stated the TNR program is an effective, humane and non-lethal method to assist with controlling the cat population. As healthy feral cats are taken-in, they are entered into the TNR program. The cats are then sterilized, vaccinated, ear tipped and released back into the community. Mr. Bradshaw stated in most instances, if an animal is sterilized, nuisance issues will decrease.

Mr. Bradshaw stated the catch-and-kill method of controlling the cat population isn't effective. As the cat population is artificially reduced, remaining cats will over reproduce and cats from surrounding areas will migrate to the area. In many cases this creates an increased number of cats in the area.

Mr. Bradshaw stated again, only healthy feral cats that have been sterilized, vaccinated, and ear tipped cats will be released back into the community. He then stated a cat with a tipped ear informs the community and animal control that the cat has been vaccinated and it is not reproducing. Mr. Bradshaw stated the TNR program provides the following benefits:

- The cat population at the animal shelter will be reduced.
- Safer communities are created by reducing the number of unvaccinated cats.
- Nuisance complaints will decrease as the behavior of the animal is changed.
- Euthanizing fewer animals creates happier employees at the animal shelters.

Mr. Bradshaw stated a successful TNR program must include a plan to address nuisance complaints as well as educate the community. When a complaint is received, the Best Friends Animal Society will contact and educate the complainant and residents in the area of the TNR program. If residents request resources to keep cats off of their property, the Best Friends Animal Society will provide them with resources free of charge. Mr. Bradshaw stated the TNR program (trapping, sterilization, vaccination, and releasing of cats) is funded by the Best Friends Animal Society. He then stated if a cat is brought into the shelter three times, the cat will be deemed a nuisance and the Davis County Animal Shelter will relocate the animal.

Mr. Bradshaw stated in 2010, Salt Lake County adopted the Community Cat Program. During that time, an estimated 16,000 cats were entering the Salt Lake County Animal Shelters each year. Of those 16,000 cats, 64% were being euthanized and only 3-4% were being returned to owners. Today, the live release rate in Salt Lake County is 94% and the nuisance cat complaints continue to decrease.

Mr. Bradshaw stated the Best Friend Animal Society supports the Davis County Animal Services and will support any City within the County who participates in the TNR program. Mr. Bradshaw then provided the Council with his telephone number and email address.

Mr. Thacker stated that Davis County and the Best Friends Animal Society are working together to lower euthanasia rates. He then informed the Council that West Point City accepts the Davis County Animal Control Ordinance. This means that the County could require each City serviced by Davis County Animal Control to participate in the TNR program. However, Mr. Thacker would like each City to decide if the program is a benefit for their community. If the Council chooses to participate in the program, a letter of participation from the Council or a copy of the approved

minutes must be submitted to Davis County Animal Services. Mr. Thacker reminded the Council that the TNR program is funded by the Best Friends Animal Society, and that the City will not incur additional cost.

Council Member Petersen asked when Animal Control is typically called to pick up a cat. Mr. Thacker stated anytime a cat has been trapped or causing a nuisance, Animal Control is typically called.

Mr. Thacker stated if a cat has been picked-up and it has no identifying ownership features, the cat will be considered feral and will be entered into the TNR program. If the cat is identified as having owners, the cat will be held for five days at the Davis County Animal Shelter. After the five days, it will be determined if the cat will be entered into the TNR program.

Mrs. Roddom clarified that only healthy cats that have been sterilized and vaccinated will be entered into the TNR program and released back into the community.

Council Member Petersen asked how the cats will be released back into the community. Mr. Bradshaw said once a cat has been picked-up, it will be determined if the cat is feral. If the cat is deemed feral, the Best Friends Animal Society is contacted and the sterilization and vaccination process is completed. After which, the Best Friends organization will release the cat back into the area where it had been picked-up.

Council Member Henderson asked how the Best Friends Animal Society and the TNR program is funded. Mr. Bradshaw informed the Council that the Best Friends Animal Society is a private, non-profit organization. Funding for the organization is received from donors nationwide. Mr. Bradshaw then stated the Best Friends organization began as an animal sanctuary near Kanab, Utah. In 2011, the No More Homeless Pets organization and the Best Friends Animal Society combined to create one organization.

Council Member Henderson asked what happens to non-feral cats which have been picked-up by either Davis County Animal Control or the Best Friends organization. Mr. Thacker stated if a cat is deemed non-feral it will be held for 5 days, after which the cat will be placed into the adoption program, entered into the TNR program, or euthanized.

Mr. Bradshaw stated if a cat is deemed unhealthy or injured it will not be placed into the TNR program, the cat will likely be euthanized.

Council Member Turner asked how many cities within the County have chosen to participate in the TNR program. Mr. Thacker stated within Davis County, only four cities are not currently participating the TNR program. Mr. Bradshaw stated Clinton City has opted not to participate, West Point has yet decide, and presentations will be provided to the other two cities in the near future.

Council Member Petersen asked if a City could exit out of the TNR program in the future. Mr. Thacker stated yes, the TNR program is a 5 year pilot program. During the first year, all cats entering into the TNR program will be micro-chipped. This will allow for the Davis County Animal Care & Control and the Best Friends organization to track the cats entered into the TNR program. If a cat is trapped three times, it will likely be deemed as a nuisance cat and it will likely be euthanized or relocated.

Council Member Chatterton stated he is aware that the Best Friends Animal Society will pay for the TNR program. However actively trapping cats will increase the call volume to the Davis County Animal Care and Control. Then asked who will pay for the increase in service calls provided by the Davis County Animal Services. Mr. Bradshaw stated over time, participating in TNR program should decrease the call volume received by the Davis County Animal Services. He then stated the TNR program and call volumes for each City will be evaluated annually and at the end of the 5 year pilot program the call volumes should have significantly decreased.

Mr. Thacker stated the number of complaints to the Davis County Animal Services may increase, however only cats taken to the Animal Shelter will be charged to the City. Cats trapped by the Best Friends organization will not be a charge to the City.

Mr. Bradshaw stated Trap Neuter Return(TNR) are services provided by the Best Friends Animal Society and Shelter Neuter Release (SNR) are services provided by the Davis County Animal Care & Control.

Council Member Petersen asked if a contract exists between Davis County Animal Services and the Best Friends Animal Society for the TNR services. Mr. Bradshaw stated yes.

Mayor Craythorne thanked Mr. Bradshaw and Mr. Thacker for their presentation. The Council requested discussing the TNR program during a future meeting.

2. Discussion of Health Insurance Renewal – Mr. Kyle Laws

Mr. Laws stated because of the changes associated with the Affordable Care Act (ACA), the City had previously changed the health insurance renewal date from July 1st to December 1st. He then stated in January 2015, the ACA may become effective and insurance renewals will be calculated using the community rating system, ultimately causing an increase to the cost of health insurance. Because West Point City has a health insurance renewal date of December 1st, the City is able to take advantage of the old renewal process for one more year.

Mr. Laws stated the current health insurance provider for West Point City is Altius and the City participates in a high deductible health plan with a Health Savings Account (HSA). Currently, the premium share between the City and the employee is 90/10, with the City paying 90% and the employee paying 10%. The City also contributes HSA funds, \$4,000 per year to an employee with family coverage and \$2,000 per year to an employee with individual coverage.

Mr. Laws stated when approving the FY2015 budget, the Council approved a 12% increase to the health insurance. He then stated that during the budget discussions, the Council and Staff agreed that if the health insurance renewal rates reached a 12% increase, the bidding process would be completed.

Mr. Laws stated the original health insurance renewal rate from the current provider (Altius) came back as a 13.7% increase. Keyes Insurance, the insurance broker for the City requested the current provider review the original numbers from the renewal process. After review, the current provider decreased the renewal rate to an 11.6% increase. Mr. Laws stated if the health insurance renewal rates were determined using the ACA guidelines and the community rating system (required in January 2015) the rates would have increased 56%.

Mr. Laws stated West Point City completed the bidding process and proposals were received from Blue Cross, United Healthcare, and Humana with renewal rates increasing between 27% - 36%. He then stated the City received a bid from Select Health proposing a 2% increase to the renewal rate; however the coverage options are not comparable to that of the current provider. Mr. Laws presented to the Council two health insurance options proposed by Select Health:

- Option 1 – \$7,000 deductible per family
- Option 2 - \$4,000 deductible per family with added co-pay's and co-insurance

Mr. Laws stated when factoring in renewal rate of 11.6% proposed by the current provider, premium shared by the employees, and HSA contributions provided by the City, the overall impact to the FY2015 budget is a 7.9% increase. Mr. Laws recommended remaining with the current health insurance provider (Altius) and plan for another year.

Mayor Craythorne stated that he and Mr. Laws have reviewed and discussed the health insurance bids, renewal rates, and plans. He stated that he also recommends the City keep the current insurance provider (Altius) and current plan.

Council Member Petersen stated the current plan offered by Altius may qualify as a "grandmother plan". If Altius continues the same health insurance plan next year, the City could possibly receive a better renewal rating than a different plan using the community rating system.

Mr. Laws stated the current health insurance plan is considered a “grandmother plan”, and Keyes Insurance recommended the City keep the plan as long as possible. He then stated if deductible amounts are changed, the “grandmother plan” is void and the renewal rates will then be determined using the community rating system.

Mr. Laws stated the Council should be aware that in 2015, providers may be required to comply with the ACA guidelines and it is likely the City will incur large increases to the insurance rates.

3. Discussion of Pheasant Creek Property Owned by West Point City – Mr. Kyle Laws

The Pheasant Creek Subdivision is located at 4350 West between 1300 North and 1800 North. Mr. Laws stated on August 5, 2014, the Council traveled to Pheasant Creek Subdivision to view the property owned by West Point City, Mr. Dyson, and Mr. Kirkman. While on site, Staff informed the Council of past issues with illegal dumping and trespassing on the property. They were also informed that as a way to resolve the issues of illegal dumping and trespassing, staff had opted to have fencing installed along the street.

Mr. Laws informed the Council that Mr. Kirkman (lessee of the Dyson property) has stated that when the fencing was installed, it should have been placed on the property line. Mr. Kirkman has requested the City re-fence the area, installing the material on the property line as to comply with City Code.

Mayor Craythorne informed the Council that Mr. Kirkman had recently sold his property on the west side of 4500 to the Davis County School District. It is likely that the property purchased from Mr. Kirkman will be used for a Junior High School. He then stated during past discussions, it seemed as if the Council had expressed support with re-fencing the area to comply with City Code.

Mr. Laws stated a large tree exists on the property line and it will need to be removed before fencing could be installed.

Council Member Petersen expressed his support with removing the tree and re-fencing the area to comply with City Code.

Mr. Davis stated in the past, chain-link fencing and vinyl fencing have been considered as acceptable material. He then stated in some instances vinyl fencing has been considered a “superior” product. Because of the location and potential use of the property, Mr. Davis and Mr. Laws recommend using chain-link material to fence the area.

Mayor Craythorne stated the fencing will not be installed immediately; it will likely be budgeted next year.

Council Member Henderson asked if Staff has compiled a cost estimate for the fencing project. Mr. Laws stated no.

Council Member Henderson asked if the City has the appropriate equipment to remove the large tree. Mayor Craythorne stated yes, the Public Works Department should have adequate machinery for the tree removal.

Council Member Chatterton stated he is comfortable with fencing the area using chain-link material. He then suggested the Council also fence the property on the east side of 4325 West.

Council Member Petersen asked Mr. Laws to email a cost estimate of the fencing project to the Council. He then requested that the Council and Staff discuss the future use of the eastern property in a future meeting. Mayor Craythorne suggested discussing the future use of the eastern property during the Council Retreat.

Council Member Petersen asked what day the Council Retreat will be held. Mr. Laws stated January 9, 2015.

Council Member Turner asked if Mr. Kirkman will be required to maintain the fencing. Mayor Craythorne stated the West Point City Code requires that Mr. Kirkman install an electric fence or another type of material that will keep his animals from pushing on the chain-link fence.

Council Member Petersen stated that he is supportive of installing the chain-link fencing inside of the back property as requested by Mr. Kirkman.

Mr. Laws stated the fencing currently on the property has been installed on the outside of the back property. This will require that the current fencing be pulled down and re-installed on inside of the back property.

Mayor Craythorne recommended the fencing project be included into next year's budget.

4. Quarterly Financial Report – Mr. Evan Nelson

Mr. Nelson stated the 1st quarter of the FY2015 has lapsed. Revenues exceed expenditures in all funds, except Capital Project as its revenues are received at the end of the fiscal year. General Departments are spending under 25% of the year, except for recreation. The recreation department purchased equipment for the fall season, however the budget should fall into line.

The Debt Service Fund is used to make payments on the West Point City Hall debt. At the beginning of FY2015, the Debt Service Fund balance was \$138,000. A payment was made leaving the current balance of \$80,000 in the Debt Service Fund. Mr. Nelson stated because of the high balance in the Debt Service Fund, transfers from the General Fund to the Debit Service Fund will be made only when needed.

Council Member Petersen asked how much money had been budgeted to be transferred from the General Fund to the Debt Service Fund in FY2015. Mr. Nelson stated \$64,000 had been budgeted to be transferred from the General Fund in FY2015; however the budgeted funds will remain in the General Fund.

Council Member Petersen asked if the \$64,000 will be utilized for a specific project. Mr. Nelson stated no, it is likely the \$64,000 will be surplus.

Council Member Chatterton asked Mr. Nelson to explain the "can purchase" pages 28 and 29 of the packet. Mr. Nelson stated on page 28 of the packet, the can purchase (GL# 51-38-15) is a revenue line. This is can purchase revenue in which the City receives. He then stated on page 29 of the packet, the can purchase (GL# 51-82-47) is an expense to the City for the purchase of cans.

Council Member Chatterton stated on page 15 of the packet it shows that \$100,000 had been budgeted for building permits in FY2015. He expressed concern that the City may not meet the projected revenue as only \$24,000 had been collected at the end of the first quarter.

Mr. Nelson stated the budget for building permits had slightly increased from last year.

Mr. Davis stated in the past, it was projected that West Point City would receive 10 building permits per year. Therefore each year, the budgeted amount would be determined by 10 building permits. Because West Point City has seen an increased number of building permits, it was decided the number of building permits budgeted in FY2015 should increase to 20.

Mr. Chatterton stated as more residents are pay by credit card, the City could experience higher than projected credit card fees.

Council Member Petersen stated the budget will likely need to be adjusted to account for the increased credit card fees.

Mr. Nelson stated the City has recently joined with the state contract for credit card processing. Utilizing the state contract will hopefully reduce the credit card fees.

Council Member Chatterton asked if a separate line item exists in the event a future employee's leaves employment and the City is required to pay them out a large amount of sick leave. Mr. Laws stated the compensated absence line in each fund will pay for this type of circumstance. Council Member Petersen stated the amount needed for the payout will be budgeted when needed.

Council Member Turner asked if the City could charge a fee for credit card processing. Mayor Craythorne stated charging a credit card processing fee is possible, the Council could discuss this option in the future.

5. Discussion of Boundary Line Agreement with Stan Hall – Mr. Boyd Davis

Mr. Davis stated Stan and Jeni Hall plan to sale their home in the near future. The Halls were required to obtain a survey of their property. While completing the process, it was discovered that a gap exists on the survey map between the West Point City Hall property and the Hall property. Because of gap in the property in the survey, Mr. & Mrs. Hall are requesting a boundary line agreement with West Point City. Mr. Davis stated the existing fence will serve as the property line. He then informed the Council that Mr. and Mrs. Hall have also requested boundary line agreement with the North Davis Fire District and Family Tree Assisted Living.

Council Member Petersen stated the North Davis Fire District has approved the boundary line agreement with Stan Hall.

Mr. Davis recommended the Council approved the boundary line agreement with Stan Hall during the General Session.

Council Member Petersen asked if the West Point City land map will need to change to encompass the newly acquired property. Mr. Davis stated the actual boundary line agreement includes the legal boundary information, once signed the agreement is the legal description.

Council Member Turner asked how the gap in properties occurred. Mr. Davis stated because of old surveys and old techniques surveys were not always accurate.

The Council adjourned into the General Session.

West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
October 21, 2014

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

City Manager
Kyle Laws

General Session
7:00 pm – Council Room

Minutes for the West Point City Council General Session held at 7:00 pm on October 21, 2014 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

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

EXCUSED – Council Member Andy Dawson

CITY EMPLOYEES PRESENT - Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Evan Nelson, Administrative Services Director and Misty Rogers, City Recorder

VISITORS PRESENT – Rob Ortega, Vanessa Sorenson, Sydney Sperry, Trevor Eckersley, McKaylee London, Casey Crouther, Jamie Briggs, Mike Wright, Trace Hicken, Houston Terry, Tim Moss, Johnny Jacobson, Addi Hale, Tony Huerta, Sonyes Torres, Cassie Edwards, David Montes, Alex Christensen, Abbey Bowden, Kole Tracy, Alex Harris, Ashley Swanson, Aleesa Arnita, Breeklyn Wieje, Kortney Gold, Katlynn Edwards, Tyler Frolick, Shaylee Mahoney, Airmarie Solvia, and Matt Leavitt

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

Council Member Henderson – no comment

Council Member Turner – no comment

Council Member Petersen stated the he serves on the board of the North Davis Fire District. He then thanked the community for their attendance and participation during the North Davis Fire District Open House.

Council Member Chatterton – no comment

Mayor Craythorne – no comment

5. **Communications from Staff**

Mr. Laws stated on October 17th, the Youth Council and the Miss West Point Pageant hosted the Halloween Carnival at City Hall. He then stated the Carnival was well attended and he thanked all of those who participated.

Mayor Craythorne informed those in attendance that the West Point City Council Meetings are held the first and third Tuesday of each month. However the November 4th Council meeting has been cancelled because of the elections.

6. Consideration of Adoption of City Council Minutes from October 7, 2014

Council Member Petersen motioned to approve the minutes from the October 7, 2014 City Council meeting. Council Member Henderson seconded the motion.

The Council unanimously agreed.

7. Citizen Comment – no comment

8. Consideration of Amending the Paice Farms Phase 2 Plat – Mr. Boyd Davis

Mr. Davis stated the Council has discussed the proposed amendments of the Paice Farms Subdivision Phase 2 and the Stoddard legacy Subdivision during the previous Council meeting.

Paice Farms Subdivision, Phase 2

Mr. Davis stated Mr. Tim Moss has submitted a request to amend the Paice Farms Subdivision. He then stated three neighbors purchased and divided property to the south of their homes. A plat has been submitted to the City, all requested changes have been made, and the plat has been approved. Mr. Davis informed the Council that notices were mailed to the residents of each subdivision, the NDSD, Hooper Water, D&W, and published in the newspaper. He then informed the Council that D&W has approved the amendment to the Paice Farms Subdivision Phase 2.

Mr. Davis stated the property owners have been informed of that the secondary water rates for their properties will increase and any drainage issues are the responsibility of the property owner.

Stoddard Legacy Subdivision

Mr. Davis stated the proposed amendment to the Stoddard Legacy Subdivision will split one building lot into two building lots. All requests have been met and notices have been mailed to the NDSD, D&W, and published in the paper. Mr. Davis stated D&W has approved the amendment to the Stoddard Legacy Subdivision.

Mr. Davis stated an additional secondary water connection is required; however no additional secondary water shares are needed. Because the culinary water is serviced by West Point City, the developer will be required to either submit water shares or purchase water from West Point City.

Mr. Davis recommends the Council approve the amendments to the Paice Farms Subdivision Phase 2 and the Stoddard legacy Subdivision. He then requested when motioning to approve the amendment to the Stoddard Legacy Subdivision, include a water purchase from West Point City in the amount of \$1,165.

a. Public Hearing – no comment

Council Member Henderson motioned to close the public hearing for the amendment Paice Farms Phase 2 plat. Council Member Petersen seconded the motion.

The Council unanimously agreed.

b. Action

Council Member Petersen motioned to approve the amendment to Paice Farms Phase 2 plat. Council Member Turner seconded the motion.

The Council unanimously agreed.

9. Consideration of Amending the Stoddard Legacy Subdivision Phase 1 - Mr. Boyd Davis

Mayor Craythorne recused himself from item no. 9, the amendment to the Stoddard Legacy Subdivision plat as his family developed the subdivision. He then requested Council Member Petersen conduct.

a. Public Hearing – no comment

Council Member Henderson motioned to close the public hearing for the amendment of the Stoddard Legacy Subdivision Phase 1.

Council Member Turner seconded the motion.

The Council unanimously agreed.

b. Action

Council Member Chatterton motioned to approve the amendment of the Stoddard Legacy Subdivision Phase 1 plat with the purchase of water shares from West Point City in the amount of \$1,165.

Council Member Turner seconded the motion.

The Council unanimously agreed.

Council Member Petersen turned the time over to Mayor Craythorne to conduct the remainder of the meeting.

10. Consideration of Resolution No. 10-21-2014A, Approval of Boundary Line Agreement with Stan Hall – Mr. Boyd Davis

Mr. Davis stated Stan and Jeni Hall had recently obtained a survey of their property. While completing the survey process, it was discovered that a gap exists on the survey between the West Point City Hall property and the Hall property. Because of the gap between the properties, Mr. & Mrs. Hall are requesting a boundary line agreement with West Point City. Mr. Davis stated the existing fence will serve as the property line. He then informed the Council that Mr. and Mrs. Hall have also requested boundary line agreements with the North Davis Fire District and Family Tree Assisted Living.

Mr. Davis recommended the approval of Resolution No. 10-21-2014A, a boundary line agreement with Stan Hall.

Council Member Henderson motioned to approve Resolution 10-21-2014A, a Boundary Line Agreement with Stan Hall. Council Member Chatterton seconded the motion.

The Council unanimously agreed.

11. Consideration of a Contract with Yarbrough Construction for the 800 North Sidewalk Project – Mr. Boyd Davis

Mr. Davis stated for several years, Lakeside Elementary has requested the installation of sidewalk on the South side of 800 North between 2700 West and 2525 West. The bidding process was completed for the 800 North sidewalk project, improvements to the intersection of 2300 West 800 North, and other miscellaneous concrete repairs in the area of 1900 West 150 North.

Mr. Davis stated four bids were received for the 800 North Sidewalk Project and the low bid was received from Yarbrough Construction for the \$107,685. He then recommended the Council award the 800 North sidewalk project to Yarbrough Construction

Council Member Petersen asked if the 800 North sidewalk project includes the installation of sidewalk, curb and gutter. Mr. Davis stated no, the 800 North project only includes the installation of sidewalk.

Council Member Petersen asked if the City will need to repair driveways located in the project area. Mr. Davis stated yes, the contract with Yarborough Construction includes the repair driveways within the area using the same product currently there.

Council Member Turner asked if there is concern with accepting the low bid. Mr. Davis and Mayor Craythorne stated no, Tim Yarbrough has a good reputation and he has performed work for West Point City on numerous occasions.

Council Member Petersen motioned to approve a contract in the amount of \$107,685 with Yarbrough Construction for the 800 North sidewalk project.

Council Member Henderson seconded the motion.

The Council unanimously agreed.

12. Motion to Adjourn

Council Member Chatterton motioned to adjourn.

Council Member Petersen seconded the motion.

The Council unanimously agreed.

ERIK CRAYTHORNE, MAYOR DATE

MISTY ROGERS, CITY RECORDER DATE

DRAFT

**West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
November 6, 2014**

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

City Manager
Kyle Laws

Special Meeting
5:00 pm – Council Room

Minutes for the West Point City Council Special Meeting held at 5:00 pm on November 6, 2014 at the West Point City offices, 3200 West 300 North, West Point City, Utah 84015 with Mayor Craythorne presiding.

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

EXCUSED – Council Member Kent Henderson, Council Member Jeff Turner

CITY EMPLOYEES PRESENT - Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Evan Nelson, Administrative Services Director

1. **Call to Order** - Mayor Craythorne welcomed those in attendance.
2. **Pledge of Allegiance** – Repeated by all
3. **Prayer** – Mayor Craythorne
4. **Communications and Disclosures from City Council and Mayor** - no comment
5. **Communications from Staff**

Mr. Laws stated West Point City hoodies will be ordered and any Council Member wanting a hoodie should provide him with a size at the end of the meeting.

6. **Citizen Comment** – no comment
7. **Awarding of Contract for Tennis Court Reconstruction Project** – Mr. Kyle Laws

Mayor Craythorne thanked the Council and Staff for their attendance during the November 6, 2014 Special Council Meeting. He then turned the time over to Mr. Laws to address the Council.

Mr. Laws stated bids for the Tennis Court Reconstruction Project were received from Renner Sports Surfaces (\$95,433) and Parkin Construction (\$89,977). West Point City has not worked with either contractor before and reference checks were completed. Mr. Laws stated Parkin Construction has completed projects for Weber State University, Bountiful City (4 park projects), Woods Cross High School, and Salt Lake School District. Mr. Laws stated all references received on behalf of Parkin Construction were excellent.

Mr. Laws stated the bid received from Parkin Construction in the amount of \$89,997 includes a post tension concrete court, posts, nets, and fencing. He then stated lighting upgrades to the project will likely be included as a change order.

Mayor Craythorne stated that he and Mr. Laws have reviewed the bids and references and he is supportive of awarding the bid to Parkin Constuction.

Mr. Laws stated the FY2015 budget includes approximately \$100,000 for the reconstruction of the tennis courts.

Council Member Petersen asked the cost of the lighting upgrades. Mr. Laws stated he is unsure, however if the cost of the project and the lighting upgrades exceed \$100,000 funding is available within the Park Improvements budget.

Mayor Craythorne stated the tennis court reconstruction project is only phase one of a phase two project. He stated phase two will include the reconstruction of the basketball courts.

Mr. Laws stated West Point City has submitted a grant request to the Utah Jazz to assist with the basketball court reconstruction. The Utah Jazz has informed the City that the grant request will be reviewed by their board on December 11, 2014.

Council Member Petersen motioned to award the contract for the Tennis Court Reconstruction Project to Parkin Construction.

Council Member Dawson seconded the motion.

The Council unanimously agreed.

8. Motion to Adjourn

Mayor Craythorne thanked the Council Members for their attendance.

Council Member Petersen motioned to adjourn.

Council Member Dawson seconded the motion.

The Council unanimously agreed.

ERIK CRAYTHORNE, MAYOR

DATE

MISTY ROGERS, CITY RECORDER

DATE

City Council Staff Report

Subject: Community Development and Renewal Agency Plan and Interlocal Agreement
Author: Kyle Laws
Department: Executive
Date: November 18, 2014

Background

On August 19, 2014 the City created the West Point City Community Development and Renewal Agency (CDRA). All of the proper paperwork has been filed and the agency has been officially recorded.

Analysis

The next steps for the agency are to adopt the project area plan and budget. We have had an open contestability period over the last couple weeks and that will end with a public hearing on November 18, 2014. After the public hearing the CDRA will consider adoption of the project area plan and budget. The City Council will meet immediately following that meeting to adopt the Project Area Plan. Mr. Randy Sant will present a more detailed explanation of this process during the meeting.

In addition to the adoption of the project area plan, it is also necessary to enter into an Interlocal agreement with the CDRA for the advancement of funds to the agency. Because there will be no tax increment revenue available for a couple of years, the CDRA will have no money to pay for the costs incurred. The Interlocal agreement will allow the City to advance those funds to the agency with the restriction that once the tax increment revenue comes in the City will be reimbursed prior to any other payments being made by the agency.

Recommendation

1. Staff recommends the Council approve Ordinance No. 11-18-2014A approving the Official Project Area Plan.
2. Staff also recommends the Council approve the Interlocal Agreement between the City and the CDRA for the advancement of Funds to the Agency and authorize the Mayor to sign the agreement.

Significant Impacts

No significant impacts at this time.

Attachments

- Ordinance No. 11-18-2014A
- Interlocal Agreement

- Project Area Plan and Budget

ORDINANCE NO. R11-18-2014A

AN ORDINANCE ADOPTING THE 300 NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE WEST POINT CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the West Point City Community Development and Renewal Agency (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the 300 North Community Development Project Area (the “Project Area”), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-4-109, and having held the required public hearing on the Plan on November 18, 2014, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

WHEREAS the Utah Community Development and Renewal Agencies Act (the “Act”) mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST POINT AS FOLLOWS:

- 1.** The City of West Point hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community development plan for the Project Area (the “Official Plan”).
- 2.** City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106, whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2).
- 3.** Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan upon its adoption.
- 4.** This ordinance shall take effect immediately upon passage and adoption and publication of a summary as provided by law.

APPROVED AND ADOPTED this 18th day of November, 2014.

Mayor

Attest:

City Recorder

PROJECT AREA LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 4 North, Range 2 West, and a part of the Southeast Quarter of Section 33, and the Southwest Quarter of Section 34, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point 1161.00 feet North 89°56'51" West along the Section Line from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 33.00 feet; thence South 89°56'51" East 150.00 feet; thence South 0°09'35" West 808.05 feet; thence South 89°50'25" East 467.50 feet; thence South 0°09'35" West 460.88 feet; thence South 89°50'25" East 188.50 feet to the West Line of a non-exclusive 20.0 foot permanent easement recorded October 27, 2005 as Entry No. 2117649 in Book 3900 at Page 699 of Official Records of Davis County; thence along the boundaries of said easement the following three courses: South 0°09'35" West 1210.37 feet; South 89°53'19" East 20.00 feet; and North 0°09'35" East 1210.35 feet; thence South 89°50'25" East 390.00 feet; thence North 0°09'35" East 1336.92 feet; thence North 89°56'51" West 1216.00 feet; thence South 0°09'35" West 33.00 feet to the point of beginning.

**Contains 1,242,743 sq. ft.
or 28.529 acres**

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of, _____ 2014 (the “**Effective Date**”), by and between the **WEST POINT COMMUNITY DEVELOPMENT RENEWAL AGENCY** (the “**Agency**”) and **WEST POINT CITY** (the “**City**”) (collectively, the “**Parties**”).

A. WHEREAS, the Agency was created by the City and continues to operate under the provisions of the Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”); and

B. WHEREAS, pursuant to the Act, the City and Agency have created the 300 North Community Development Project Area (the “**Project Area**”) for the purpose of providing for and encouraging community development activity within the Project Area; and

C. WHEREAS, the City intends to participate in providing funds to the Agency to cover the cost and expenses of the Agency. The funding to be provided will cover the anticipated costs to administrate the Agency, create the project area, and pay for certain on and off site improvements within or benefitting the Project Area, including but not necessarily limited to water line replacement, street improvements including traffic light installation, geotechnical remediation, water and/or sewer line extensions, storm water drainage, and trail improvements (the “**Improvements**,” as more specifically described in the Project Area Budget approved by the Agency), and the Agency intends to provide tax increment (as defined in Section 17C-1-102(47) of the Act) created by the Project Area, to repay the City for all or a portion of the cost incurred by the Agency; and

D. WHEREAS, this Agreement is entered into by the Parties pursuant to the provisions of applicable State law, including the Act and the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. Improvements: Payment and Reimbursement. In order for the City to, among other things, assist the Agency in carrying out the Project Area Plan to promote community development within the Project Area, the City agrees to provide all funds necessary for the Agency to operate until such time as the Agency receives the approved tax increment from the project area. Accordingly, the Agency hereby pledges to the City the Agency’s legally available tax increment generated from the Project Area (and actually received by the Agency under various interlocal cooperation agreements with the taxing entities) in an amount sufficient to repay the City for the costs actually paid for by the City, plus interest at the rate of 4% per annum. The parties acknowledge that under the Project Area Budget, 5% of tax increment collected each year shall pay the administration costs of the Agency, and the remaining 95% of tax increment collected each year is anticipated to be available to the Agency for payment to the City and or developer, for reimbursement of the costs of the Improvements, subject to a

maximum cap of \$2,100,000.00 in cumulative tax increment over the life of the Project Area Budget.

2. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except as otherwise specifically provided herein, no person or entity is an intended third party beneficiary under this Agreement.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based and each of the Parties relies on its own understanding of the relevant facts, information, and representations, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. This Agreement does not create an interlocal entity. The Executive Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the Agency receives tax increment and repays the City for any funds advanced. Notwithstanding the previous sentence, as required by Section 11-13-216 of the Cooperation Act, this Agreement shall terminate no later than 50 years after its Effective Date.

f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice, or one of the Parties may publish a joint notice, regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice, where necessary, in order to authorize the execution, delivery, and performance by each such Party of this Agreement.

12. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

~ Signature Page to Interlocal Cooperation Agreement ~

WEST POINT COMMUNITY DEVELOPMENT RENEWAL AGENCY

By: _____
Chairman

ATTEST

By: _____
Agency Secretary

Approved as to Form:

Attorney for Agency

WEST POINT CITY

By: _____
Mayor

(SEAL)

ATTEST

By: _____
City Recorder

Approved as to Form:

Attorney for City

300 NORTH COMMUNITY DEVELOPMENT DRAFT PROJECT AREA PLAN

WEST POINT COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY

OCTOBER 2014

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SECTION 1: INTRODUCTION

The Community Development and Renewal Agency of West Point City, Utah (the "Agency"), following thorough consideration of the needs and desires of West Point City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this Project Area Plan (the "Plan") for the 300 North Community Development Project Area (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies south of 300 North along 2000 West. The Plan is envisioned to define the methods and means of development for the Project Area from its current state to a higher and better use. The City has determined that it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the West Point City Community Development and Renewal Agency, created and operating pursuant to UCA 17C-1-201 and its predecessor or successor statutes, as designated by West Point City to act as a redevelopment agency.
- 2.3 "Agency Board" or "Board" means the governing body of the West Point City Community Development and Renewal Agency.
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(6)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (6) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means West Point City, a political subdivision of the State of Utah.
- 2.9 "County" means Davis County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Development Plan" means a project area plan, as defined by UCA 17C-1-102(35) of the Act, designed to foster community development, as defined in UCA 17C-1-102(15) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the West Point City Community Development and Renewal Agency, the Board of the West Point City Community Development and Renewal Agency, or, (b) if used in reference to West Point City, it means the City Council of West Point City
- 2.14 "Project Area" means the 300 North Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, any county, and city, any school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(44)(a) and Part 4 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2014- Oct. 31, 2015 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the City and is located on the southeast side of the City, beginning at the intersection of 300 North and 2000 West. This area in particular receives significant

vehicle traffic on a daily basis which creates both opportunity and increased service demand. The property encompasses approximately 28.52 acres of land.

Table 1: Property Description

Owner	Parcel ID	Acres
Millcreek Partners LLC	12-033-0054	19.09
Millcreek Partners LLC	12-033-0058	5.83
The Church of Jesus Christ of Latter Day Saints	12-033-0057 12-033-0014	3.60
Total		28.52

- As delineated in the office of the Davis County Recorder, the Project Area encompasses all of the parcels detailed in Table 1: Property Description
- A map and legal description of the Project Area are attached hereto in APPENDIX A.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized land. The Project Area is designated for Commercial land use. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of West Point City, and all other applicable laws including all goals and objectives in the City's General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX A - MAP, AND LEGAL DESCRIPTION.

POPULATION IN THE PROJECT AREA

The Project area was laid out in order to create the least amount of disruption to existing residential structures. Currently there are no residential structures within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards.

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality development as a commercial focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City's General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off-street parking to be provided, and any other data determined to be necessary or requested by the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, it shall maintain maximum availability of off-street parking, and comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish this Project Area Plan, which will include development contemplated in this Project Area Plan. This will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize this development as beneficial to the citizens of the City and the surrounding communities. This will strengthen the community's tax base through the provision of necessary goods and services demanded within the community and in furtherance of the objectives set forth in this Plan.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated thereby shall conform to the City's General Plan and land use regulations.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The primary development within the Project Area is the construction of the new Smiths Marketplace, with surrounding supportive retail. The objectives of the Agency includes pursuing development of vacant parcels of property within the Project Area and installation and upgrade of public utilities in the Project Area, which will result in an economic increase to the Agency and City.

SECTION 9:WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

The 300 North Project Area was selected by the Agency as an area within West Point City that presents an opportunity to strengthen the economic base of the City and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by city staff, consultants, and property owners.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

There are no residents located within the Project Area, therefore no meaningful demographics would be available to describe social conditions within the Project Area. The Project Area consists of approximately 28.52 acres of property. The Agency wants to encourage upgrade and improvements as applicable to the existing economic base of the City.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following generally describes incentives which the Agency intends to offer within the Project Area to developers, participants, and property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, land purchase, building renovation or upgrades, certain offsite improvements, and other improvements as approved by the Agency.
2. Payments made to a developer/participant pursuant to agreements between the developer/participant and the Agency.
3. Expenditures approved and outlined in the adopted Project Area Budget.

Except where the Agency issues Bonds or otherwise borrows or receives funds, the Agency expects to pay the City, developers, or participants for the agreed amounts, in the agreed upon time frame to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Development Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agency's Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY DEVELOPMENT AND RENEWAL ACT, AND THIS PLAN.

The Agency will meet the purpose of the Community Development and Renewal Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Development and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an inter-local agreement.

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Development Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Development Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and inter-local agreements. The Agency is authorized to prepare or to cause to be prepared building sites within the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public

bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to insure that the development is carried out pursuant to this Community Development Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Development Plan, to begin and complete development of property within a period of time, which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out community development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City Ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for itself or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated by the Agency pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All economic development must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entities, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2013. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an inter-local agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time or number of years for which the Agency is to be paid tax increment shall be subject to the approved inter-local agreement.

Pursuant to the Community Development and Renewal Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah and the Taxing Entities after the effective date of the ordinance approving this Plan shall be paid to the Agency in accordance with the terms and conditions of the approved inter-local agreement.

15.4 City Funding or Loans

Operating capital for administration and developer participation in the Project has been and may be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than West Point City. Advances and loans from the City or the Redevelopment Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended or modified any time by the Agency by means of the procedures established in the act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Board. The Agency's Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare or require the developer/participant to prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

APPENDIX A: MAP AND LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 4 North, Range 2 West, and a part of the Southeast Quarter of Section 33, and the Southwest Quarter of Section 34, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point 1161.00 feet North 89°56'51" West along the Section Line from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 33.00 feet; thence South 89°56'51" East 150.00 feet; thence South 0°09'35" West 808.05 feet; thence South 89°50'25" East 467.50 feet; thence South 0°09'35" West 460.88 feet; thence South 89°50'25" East 188.50 feet to the West Line of a non-exclusive 20.0 foot permanent easement recorded October 27, 2005 as Entry No. 2117649 in Book 3900 at Page 699 of Official Records of Davis County; thence along the boundaries of said easement the following three courses: South 0°09'35" West 1210.37 feet; South 89°53'19" East 20.00 feet; and North 0°09'35" East 1210.35 feet; thence South 89°50'25" East 390.00 feet; thence North 0°09'35" East 1336.92 feet; thence North 89°56'51" West 1216.00 feet; thence South 0°09'35" West 33.00 feet to the point of beginning.

**Contains 1,242,743 sq. ft.
or 28.529 acres**

DRAFT PROJECT AREA BUDGET

300 NORTH COMMUNITY DEVELOPMENT AREA
(CDA)

REDEVELOPMENT AGENCY OF WEST POINT CITY,
UTAH

OCTOBER 2014

**PREPARED BY:
RS CONTRACT
MANAGEMENT**

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SECTION 1: INTRODUCTION

The West Point City Community Development and Renewal Agency (the “Agency”), following thorough consideration of the needs and desires of West Point City (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the 300 North Community Development Project Area (the “Project Area”). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies south of 300 North along 2000 West.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined that it is in the best interest of its citizens to assist in the development of the Project Area. This Project Area Budget document (the “Budget”) is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area is entirely within the boundaries of the City. It lies just south of 300 North and west of 2000 West. The property encompasses approximately 28.52 parcel acres of land.¹

The Project Area encompasses all of the parcels detailed below in Table 2.1.

Table 2.1: Property Description

Owner	Parcel ID	Acres
Millcreek Partners LLC	12-033-0054	19.09
Millcreek Partners LLC	12-033-0058	5.83
The Church of Jesus Christ of Latter Day Saints	12-033-0057 12-033-0014	3.60
Total		28.52

A map and legal description of the Project Area are attached hereto in [APPENDIX A](#).

¹ This acreage will not match the acreage found in the legal description as it does not include roadways and public rights of way.

SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

BASE YEAR VALUE

The Agency has determined that the base year property tax value for the Project Area Budget will be the total taxable value for the 2014 tax year which is estimated to be \$21,678, as the land is currently tax exempt or classified as green belt. Using the 2014 tax rates established within the Project Area the property tax levied equate to \$315 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

PAYMENT TRIGGER

This Budget will have a fifteen year (15) duration from the date of the first tax increment receipt. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1. In no case will the Agency trigger increment collection after March 1, 2018.

PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

Development within the Project Area is anticipated to commence upon favorable market conditions in 2015 and included both horizontal and vertical infrastructure and development. The contemplated development will generate significant additional property taxes above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2016. It is currently estimated that during the 15-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$4.38 million or \$3.10 million in terms of net present value (NPV).² This amount is over and above the \$6,306 of base taxes that the property would generate over 15 years.

² Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

SECTION 4: PROPERTY TAX INCREMENT

PROPERTY TAX INCREMENT SHARED FOR BUDGET

It is anticipated that all taxing entities will contribute 50% of their respective tax increment for 15 years. Table 4.1 shows the amount of tax increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Sources of Funds (Property Tax Increment):	Percentage	Length	Total Amounts	NPV @ 4.00%
Davis County	50%	15 Years	\$ 325,699	\$ 230,868
Davis School District	50%	15 Years	1,244,772	882,340
West Point City	50%	15 Years	156,143	110,680
Weber Basin Water Conservancy District	50%	15 Years	29,993	21,260
Davis County Mosquito Abatement District	50%	15 Years	18,689	13,247
North Davis Sewer District	50%	15 Years	154,485	109,505
North Davis Fire District	50%	15 Years	207,839	147,324
Davis County Library	50%	15 Years	54,409	38,567
Total Sources of Funds:			\$ 2,192,028	\$ 1,553,791

USES OF TAX INCREMENT

The majority of the tax increment collected by the Agency will be used to repay the necessary infrastructure that was needed to develop the Project Area. Approximately 5% will be used to offset the administration costs of the Agency.

TABLE 4.2: USES OF TAX INCREMENT

Uses of Funds:	
Public Infrastructure Reimbursement	\$ 2,082,427
CDA Administration @ 5%	109,601
Total Uses of Funds:	\$ 2,192,028

PROJECTED TAX INCREMENT REMAINING WITH TAXING ENTITIES

It is anticipated that all taxing entities will receive 50% of the tax increment during the duration of the Budget and all tax increment thereafter.

TABLE 4.3: TAX INCREMENT REMAINING FOR TAXING ENTITIES

Remaining for Taxing Entities:	Total Amounts	NPV @ 4.00%
Davis County	\$ 325,699	\$ 230,868
Davis School District	1,244,772	882,340
West Point City	156,143	110,680
Weber Basin Water Conservancy District	29,993	21,260
Davis County Mosquito Abatement District	18,689	13,247
North Davis Sewer District	154,485	109,505
North Davis Fire District	207,839	147,324
Davis County Library	54,409	38,567
Total Remaining for Taxing Entities:	\$ 2,192,028	\$ 1,553,791

A multi-year projection of tax increment is included in [APPENDIX B](#).

SECTION 5: COST/BENEFIT ANALYSIS

ADDITIONAL REVENUES

OTHER TAX REVENUES

The development within the Project Area will also generate sales taxes and energy sales and use taxes.

Table 5.1 shows the total revenues generated by the project. This total includes the anticipated property tax increment, sales tax and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

Entity	Property Tax	Sales Tax	Franchise Taxes	Total Incremental Revenues
Davis County	651,399	1,497,589	-	\$ 2,148,988
Davis School District	2,489,543	-	-	2,489,543
West Point City	312,286	3,993,572	360,397	4,666,254
Weber Basin Water Conservancy District	59,985	-	-	59,985
Davis County Mosquito Abatement District	37,378	-	-	37,378
North Davis Sewer District	308,970	-	-	308,970
North Davis Fire District	415,677	-	-	415,677
Davis County Library	108,818	-	-	108,818
Totals:	4,384,056	5,491,161	360,397	\$ 10,235,614

ADDITIONAL COSTS

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan are identified below.

TABLE 5.2: TOTAL EXPENDITURES

Entity	CDA Budget	General Government	Community Development	Public Safety	Total Incremental Expenditures
Davis County	325,699	-	-	-	\$ 325,699
Davis School District	1,244,772	-	-	-	1,244,772
West Point City	156,143	77,518	38,932	43,053	315,646
Weber Basin Water Conservancy District	29,993	-	-	-	29,993
Davis County Mosquito Abatement District	18,689	-	-	-	18,689
North Davis Sewer District	154,485	-	-	-	154,485
North Davis Fire District	207,839	-	-	-	207,839
Davis County Library	54,409	-	-	-	54,409
Totals:	2,192,028	77,518	38,932	43,053	\$ 2,351,531

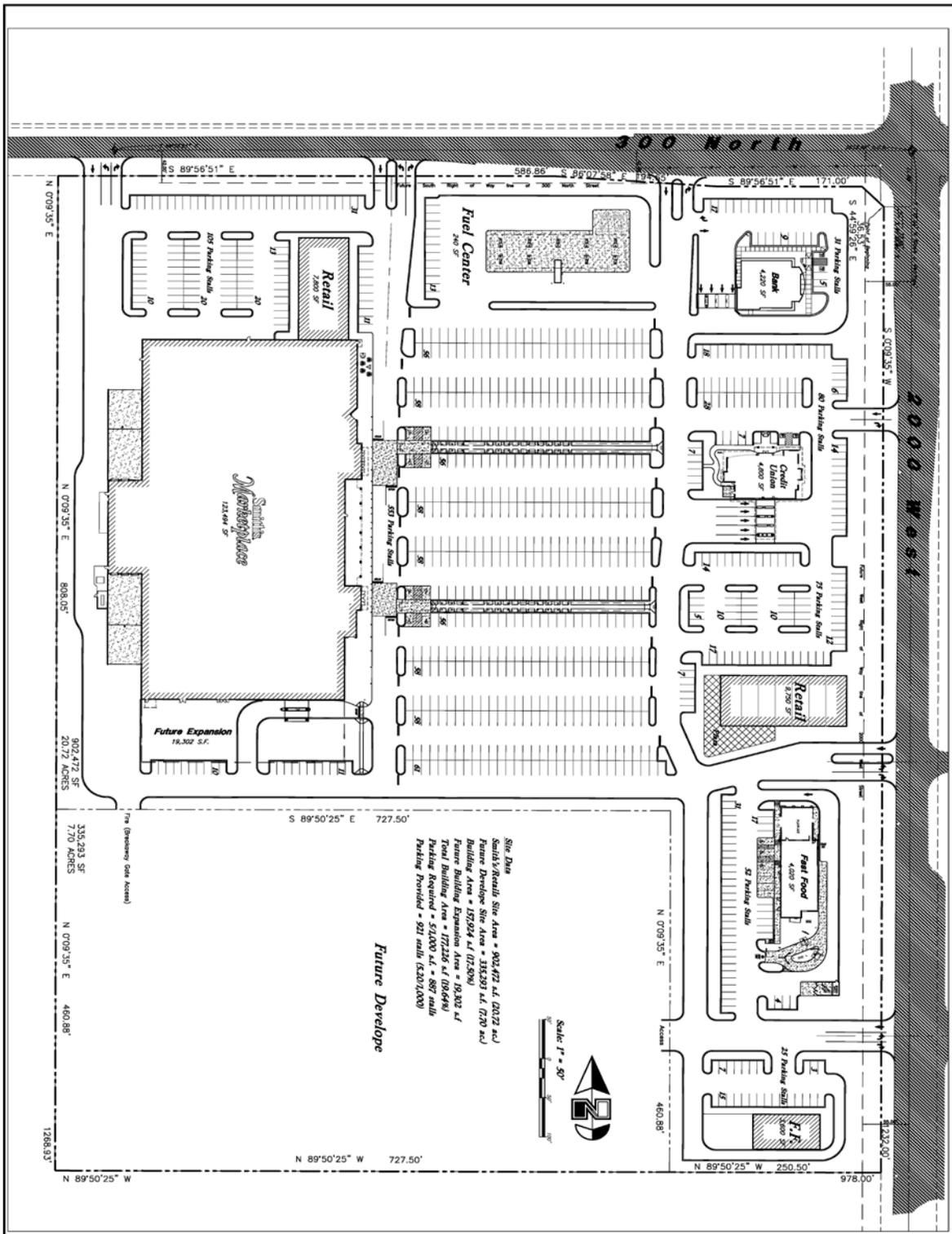
The total net benefit to the City of implementing the project area is approximately \$4.35 million.

APPENDIX A: MAP & LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 4 North, Range 2 West, and a part of the Southeast Quarter of Section 33, and the Southwest Quarter of Section 34, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point 1161.00 feet North 89°56'51" West along the Section Line from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 33.00 feet; thence South 89°56'51" East 150.00 feet; thence South 0°09'35" West 808.05 feet; thence South 89°50'25" East 467.50 feet; thence South 0°09'35" West 460.88 feet; thence South 89°50'25" East 188.50 feet to the West Line of a non-exclusive 20.0 foot permanent easement recorded October 27, 2005 as Entry No. 2117649 in Book 3900 at Page 699 of Official Records of Davis County; thence along the boundaries of said easement the following three courses: South 0°09'35" West 1210.37 feet; South 89°53'19" East 20.00 feet; and North 0°09'35" East 1210.35 feet; thence South 89°50'25" East 390.00 feet; thence North 0°09'35" East 1336.92 feet; thence North 89°56'51" West 1216.00 feet; thence South 0°09'35" West 33.00 feet to the point of beginning.

**Contains 1,242,743 sq. ft.
or 28.529 acres**



<p>C10</p> <p>12 Aug 2014</p>	<p>Preliminary Overall Site Plan</p>	<p>ANA</p> <p>ANDERSON WAHLEN & ASSOCIATES</p> <p>Great Basin Engineering South</p> <p>2010 South Heritage Blvd, Salt Lake City, Utah 84118</p> <p>801-321-8029 • #AWengineering.net</p>	<p>DATE: 12/11/14</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: AS SHOWN</p>
	<p>West Point Commercial</p> <p>300 North 2000 West</p> <p>West Point, Utah</p>		<p>PROJECT NO: 14-001</p> <p>DATE: 12/11/14</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: AS SHOWN</p>

APPENDIX B: MULTI-YEAR BUDGET
