WEST POINT CITY COUNCIL NOTICE & AGENDA

West Point City Hall
3200 West 300 North
West Point City, UT 84015
February 7, 2017

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

City Manager
Kyle Laws

ADMINISTRATIVE SESSION

5:30 pm (Board Room)

1. **Quarterly Financial Report –** Mr. Ryan Harvey page 5
2. **Discussion Regarding Amendment to the Interlocal Agreement with Davis County Animal Control –** Mr. Kyle Laws page 41
3. **Discussion Regarding Franchise Agreement with Comcast –** Mr. Kyle Laws page 47
4. **Discussion Regarding Interlocal Agreement with Davis County for the Davis Metro Narcotics Strike Force –** Mr. Kyle Laws page 65
5. **Discussion Regarding Wildfire Estates –** Mr. Boyd Davis page 91
6. **Discussion Regarding General Plan Update –** Mr. Boyd Davis/Mr. Troy Moyes page 124
7. **Discussion Regarding Urban Deer Population with Channing Howard of the DWR –** Mayor Erik Craythorne

GENERAL SESSION

7:00 PM (Council Chamber)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer** (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment Follow-Up –** Mr. Kyle Laws
7. **Citizen Comment** (If you wish to make comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
8. **Youth Council Update**
9. **Consideration of Approval of Minutes from the January 17, 2017 City Council Meeting** page 126
10. **Recognition of Planning Commissioner John Detamore –** Mayor Erik Craythorne
11. **Consideration to Place Wise Country Meadows Phase 3 on Warranty –** Mr. Boyd Davis page 134
12. **Consideration of Final Approval of the Bennett Century Farms Subdivision Located at Approximately 1100 N 4000 W –** Mr. Boyd Davis page 136
13. **Motion to Adjourn General Session**

Posted this 2nd Day of February, 2017

Casey Arnold

CASEY ARNOLD, CITY RECORDER

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

TENTATIVE UPCOMING ITEMS

Date: 2/21/2017

Administrative Session – 5:30 pm

1. Discussion Regarding 2017 Municipal Election Agreement with Davis County – Mrs. Casey Arnold
2. Discussion Regarding General Plan Update – Mr. Boyd Davis/Mr. Troy Moyes

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Consideration of Resolution No. 02-21-2017A, Approving an Amendment to the Interlocal Agreement with Davis County Animal Control – Mr. Kyle Laws
3. Consideration of Resolution No. 02-21-2017B, Approving an Interlocal Agreement with Davis County for the Davis Metro Narcotics Strike Force – Mr. Kyle Laws
4. Consideration of Approval of Ordinance No. 02-21-2016A, Approving a Franchise Agreement with Comcast – Mr. Kyle Laws

Date: 3/7/2017

Administrative Session – 6:00 pm

1. Discussion Regarding General Plan Final Approval – Mr. Boyd Davis/Mr. Troy Moyes

General Session – 7:00 pm

1. Citizen Comment Follow-up – Mr. Kyle Laws
2. Youth Council Update
3. Consideration of General Plan Final Approval – Mr. Boyd Davis/Mr. Troy Moyes
    a. Public Hearing
    b. Action

CDRA

1. CDRA Quarterly Update – Mr. Kyle Laws

Date: 3/21/2017

Administrative Session – 6:00 pm

General Session – 7:00 pm

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

FUTURE ITEMS

Administrative Session

1. Discussion of Street Light Replacement – Mr. Kyle Laws
2. Discussion Regarding Updating the Code Enforcement Policy – Mr. Boyd Davis
3. Building Rental Fees & Policy – Mr. Kyle Laws
4. Discussion of Pheasant Creek Property/Park – Mr. Kyle Laws
5. Consideration of Approval of the Payback Agreement for the Homewood Subdivision – Mr. Boyd Davis
6. Consideration of Final Approval of the Mackay Subdivision– Mr. Boyd Davis
7. Consideration of Approval of Release of Warranty for Bartholomew Lane Phase 2 – Mr. Boyd Davis

General Session

CDRA

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

West Point City 2017 Calendar

January		
	2	New Year's Day-Closed
	3	City Council-7pm
	9	Senior Lunch-11:30am
	12	Planning Commission-7pm
	16	Martin Luther King Day-Closed
	17	City Council-7pm
	20-21	Council Retreat
	26	Planning Commission-7pm
February		
	7	City Council-7pm
	8	Council/Staff Lunch-11:30am
	9	Planning Commission-7pm
	13	Senior Lunch-11:30am
	20	Presidents Day-Closed
	21	City Council-7pm
	23	Planning Commission-7pm
March		
	7	City Council-7pm
	9	Planning Commission-7pm
	20	Senior Lunch-11:30am
	21	City Council-7pm
	23	Planning Commission-7pm
April		
	4	City Council-7pm
	13	Planning Commission-7pm
	15	Easter Egg Hunt-10am
	17	Senior Lunch-11:30am
	18	City Council-7pm
	27	Planning Commission-7pm
May		
	2	City Council-7pm
	4	Cemetery Cleaning
	10	Council/Staff Lunch-11:30am
	11	Planning Commission-7pm
	13	Take Pride Day
	15	Senior Lunch-11:30am
	16	City Council-7pm
	25	Planning Commission-7pm
	29	Memorial Day-Closed
June		
	6	City Council-7pm
	8	Planning Commission-7pm
	10	Miss West Point Pageant SHS-7pm
	19	Senior Lunch-11:30am
	20	City Council-7pm
	22	Planning Commission-7pm
July		
	4	Independence Day-Closed
	13	Planning Commission-7pm
	17	Senior Lunch 11:30am
	18	City Council-7pm
	24	Pioneer Day-Closed
	27	Planning Commission-7pm
August		
	1	City Council-7pm
	3	Summer Party-5:30pm
	10	Planning Commission-7pm
	15	City Council-7pm
	18	Senior Dinner-5:00pm
	24	Planning Commission-7pm
September		
	4	Labor Day-Closed
	5	City Council-7pm
	14	Planning Commission-7pm
	18	Senior Lunch-11:30am
	19	City Council-7pm
	28	Planning Commission-7pm
October		
	3	City Council-7pm
	5	Cemetery Cleaning
	9	All Employee Training-Closed
	12	Planning Commission-7pm
	16	Senior Lunch-11:30am
	17	City Council-7pm
	20	Halloween Carnival-7pm
	25	Council/Staff Lunch-11:30am
	26	Planning Commission-7pm
November		
	7	Election Day
	9	Planning Commission-7pm
	10	Veteran's Day-Closed
	11	Flags on Veteran's Graves YC
	20	Senior Lunch-11:30am
	21	City Council-7pm
	23-24	Thanksgiving-Closed
December		
	1	Christmas Party-7pm
	4	City Hall Lighting Ceremony-6:00 pm
	5	City Council-7pm
	14	Planning Commission-7pm
	18	Senior Lunch-11:30am
	19	City Council-7pm
	22	Cemetery Luminary-4pm
	25-26	Christmas-Closed
January 2018		
	19-20	Council Retreat

City Council Staff Report

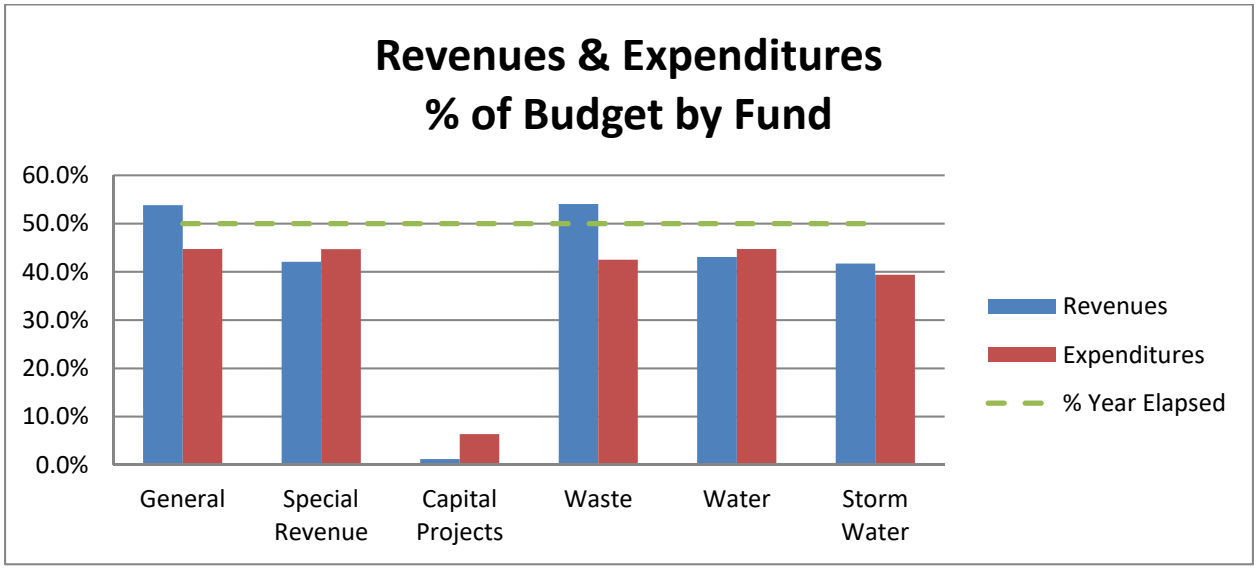
Subject: Quarterly Financial Report (Oct - Dec 2016)
Author: Ryan Harvey
Department: Administrative Services
Date: February 7, 2017

Background

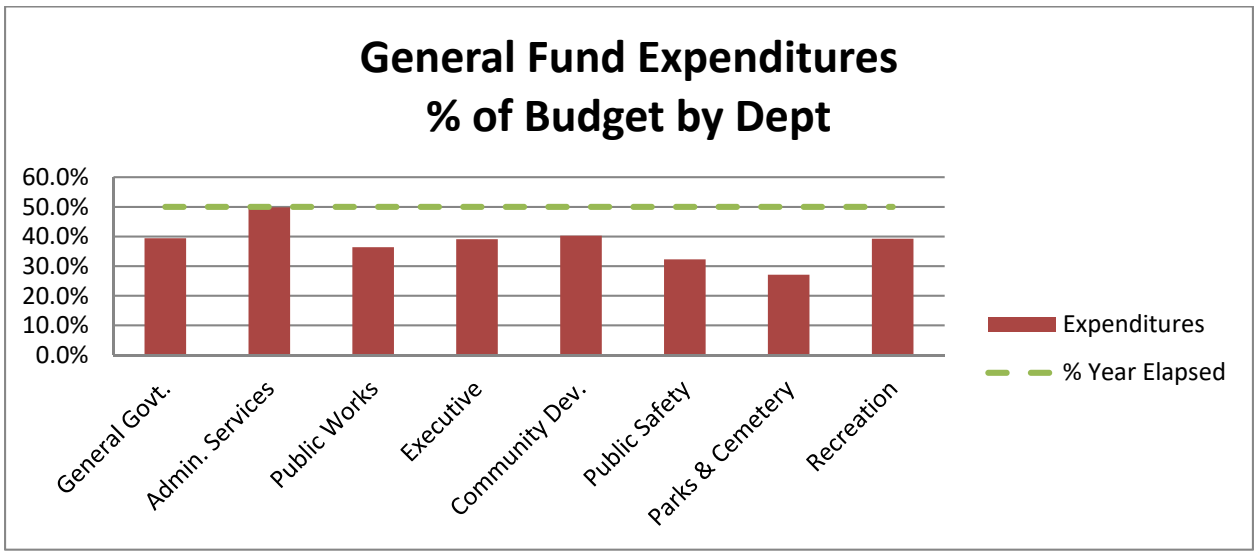
City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the second quarter of Fiscal Year 2017, representing October 1 – December 31, 2016. This information is summarized in the graphs on the following page.

Analysis

As shown in the following graph, revenues are above projections in the General Fund and the Waste Fund. Not far behind are the Water, Storm Water and Special Revenue Funds. The reason the Capital Projects Fund is so far behind is because most of the Capital Projects Fund revenue is not recognized until the fiscal year is over, when excess revenue is transferred in from the General Fund.



In the second graph we see that all General Fund departments are on track with 50% of the fiscal year elapsed. The Administrative Services Department has expended the highest percentage of budget because the annual renewal for the City insurance through the Trust is due in October. All other departments are well below 50%, although there are some line items that are over. Staff is monitoring those closely and will come to Council with budget amendments or changes to the FY2018 budget as necessary.



Recommendation

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

Significant Impacts

There are no significant impacts at this time.

Attachments

Detailed Financial Report: December 31, 2016

WEST POINT CITY CORPORATION
COMBINED CASH INVESTMENT
DECEMBER 31, 2016

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	538,918.92
01-1112	CASH IN CKING - CLASS C - ZION	203,498.65
01-1121	XBP CHECKING ACCOUNT - ZIONS	385,349.84
01-1128	CASH IN SAVINGS - GEN. - ZIONS	108,349.76
01-1130	CASH IN CHECKING - PTIF ACCT.	7,171,118.16
01-1131	PETTY CASH	750.00
01-1140	RETURNED CHECKS	18.00
	TOTAL COMBINED CASH	8,408,003.33
01-1185	CASH IN CHECKING - CDRA ACCT	4,278.00
01-1190	CASH ALLOCATION TO OTHER FUNDS	(8,412,281.33)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,001,944.42
45	ALLOCATION TO SPECIAL REVENUE FUND	1,612,873.98
48	ALLOCATION TO CAPITAL PROJECTS FUND	1,770,134.13
51	ALLOCATION TO WASTE FUND	1,317,039.22
55	ALLOCATION TO WATER FUND	1,498,455.38
58	ALLOCATION TO STORM WATER UTILITY FUND	1,300,524.81
70	ALLOCATION TO DEBT SERVICE	(98,717.40)
85	ALLOCATION TO CDRA FUND	10,026.79
	TOTAL ALLOCATIONS TO OTHER FUNDS	8,412,281.33
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(8,412,281.33)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

GENERAL FUND

	ASSETS			
10-1190	CASH ALLOCATION TO OTHER FUNDS		1,001,944.42	
10-1361	PROPERTY TAXES DEFERRED		400,433.00	
10-1411	DUE FROM OTHER GOVT. UNITS		287,492.80	
10-1421	DUE FROM OTHER FUNDS		20,000.00	
10-1561	PREPAID EXPENSE		15,739.77	
	TOTAL CURRENT ASSETS			1,725,609.99
	TOTAL ASSETS			1,725,609.99
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-2131	ACCOUNTS PAYABLE		173,758.02	
10-2220	PAYROLL TAXES & WITHHOLDINGS		1,936.08	
10-2222	FEDERAL WITHHOLDING PAYABLE		(1,936.08)	
10-2225	STATE RET & 401(K) PAYABLE		(346.66)	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA		(43,166.84)	
10-2228	EMPLOYEES DISABILITIES INS.		(12.82)	
10-2229	HSA PAYABLE		(1,533.73)	
10-2231	AFLAC & TEL-A-DOC		79.05	
10-2232	PEHP - DENTAL & VISION INS.		1,510.87	
10-2233	ULGT - VISION & LTC INS.		30.29	
10-2243	WORKMENS COMPENSATION PAYABLE		5,728.37	
10-2245	STATE UNEMPLOYMENT PAYABLE		186.79	
10-2250	WAGES PAYABLE-CLEARING		4,400.00	
10-2255	EXCAVATION BOND PAYABLE		(1,600.00)	
10-2270	MISC. PAYABLES		3,829.07	
10-2275	DEFERRED REVENUE		400,433.00	
	TOTAL LIABILITIES			543,295.41
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
10-2975	NON-SPENDABLE FUNDS	15,739.77		
10-2980	UNASSIGNED FUNDS	578,006.34		
	REVENUE OVER EXPENDITURES - YTD	588,568.47		
	BALANCE - CURRENT DATE		1,182,314.58	
	TOTAL FUND EQUITY			1,182,314.58
	TOTAL LIABILITIES AND EQUITY			1,725,609.99

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-10	PROPERTY TAXES	287,840.71	318,531.29	400,443.00	81,911.71	79.5
10-31-25	VEHICLE - IN LIEU OF PROP. TAX	2,131.59	21,057.22	35,000.00	13,942.78	60.2
10-31-30	GENERAL SALES AND USE TAXES	91,324.28	612,473.19	1,106,000.00	493,526.81	55.4
10-31-40	CABLE TV	.00	.00	19,000.00	19,000.00	.0
10-31-50	ENERGY SALES AND USE	23,245.33	181,676.51	364,000.00	182,323.49	49.9
10-31-60	TELECOMMUNICATIONS	6,682.04	42,167.49	75,000.00	32,832.51	56.2
	TOTAL TAXES	411,223.95	1,175,905.70	1,999,443.00	823,537.30	58.8
	LICENSES AND PERMITS					
10-32-10	BUS. LICENSE/COND. USE PERMITS	5,640.00	6,874.50	12,000.00	5,125.50	57.3
10-32-21	BUILDING PERMITS	3,839.50	60,290.02	50,475.00	(9,815.02)	119.5
	TOTAL LICENSES AND PERMITS	9,479.50	67,164.52	62,475.00	(4,689.52)	107.5
	INTERGOVERNMENTAL REVENUE					
10-33-56	CLASS C ROADS	.00	18,891.61	343,300.00	324,408.39	5.5
	TOTAL INTERGOVERNMENTAL REVENUE	.00	18,891.61	343,300.00	324,408.39	5.5
	CHARGES FOR SERVICES					
10-34-10	ZONING AND SUBDIVISION FEES	.00	5,220.00	7,000.00	1,780.00	74.6
10-34-60	RECREATION FEES	640.00	50,208.00	85,000.00	34,792.00	59.1
10-34-78	PARK & CITY HALL RESERVATIONS	(70.00)	2,910.00	4,500.00	1,590.00	64.7
10-34-79	CITY CELEB. & SPONSORSHIPS	.00	2,799.00	12,000.00	9,201.00	23.3
10-34-82	CEMETERY INTERMENT	1,400.00	8,000.00	11,000.00	3,000.00	72.7
10-34-90	MISC. INCOME & CONCESSIONS	87.50	2,358.61	15,000.00	12,641.39	15.7
	TOTAL CHARGES FOR SERVICES	2,057.50	71,495.61	134,500.00	63,004.39	53.2
	MISCELLANEOUS REVENUE					
10-36-10	INTEREST EARNINGS	31.60	30,079.56	2,000.00	(28,079.56)	1504.0
10-36-20	DONATIONS	.00	50.00	.00	(50.00)	.0
10-36-25	MILITARY MEMORIAL DONATIONS	10.00	4,207.08	.00	(4,207.08)	.0
10-36-90	MISCELLANEOUS	.00	38.25	.00	(38.25)	.0
	TOTAL MISCELLANEOUS REVENUE	41.60	34,374.89	2,000.00	(32,374.89)	1718.7

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CONTRIBUTIONS & TRANSFERS					
10-39-10	BEGINNING BALANCE	.00	.00	779,677.00	779,677.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	779,677.00	779,677.00	.0
	TOTAL FUND REVENUE	422,802.55	1,367,832.33	3,321,395.00	1,953,562.67	41.2

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
10-41-10	MAYOR AND COUNCIL WAGES	3,046.14	18,926.40	39,600.00	20,673.60	47.8
10-41-13	EMPLOYEE BENEFITS	414.74	2,812.46	6,228.00	3,415.54	45.2
10-41-33	TRAINING AND EDUCATION	.00	1,066.91	9,000.00	7,933.09	11.9
10-41-35	COMMUNITY SERVICE CONTRACTS	.00	.00	3,000.00	3,000.00	.0
	TOTAL GENERAL GOVERNMENT	3,460.88	22,805.77	57,828.00	35,022.23	39.4
	ADMINISTRATIVE SERVICES					
10-44-11	SALARIES AND WAGES	7,861.51	42,699.30	93,258.00	50,558.70	45.8
10-44-13	EMPLOYEE BENEFITS	1,523.53	18,108.87	38,641.00	20,532.13	46.9
10-44-20	MILEAGE REIMBURSEMENT	38.88	82.12	800.00	717.88	10.3
10-44-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	207.95	1,000.00	792.05	20.8
10-44-24	POSTAGE	.00	1,777.97	5,000.00	3,222.03	35.6
10-44-25	EQUIPMENT & SUPPLIES	260.10	331.56	1,000.00	668.44	33.2
10-44-26	EQUIPMENT LEASE & MAINTENANCE	1,098.66	4,917.84	16,500.00	11,582.16	29.8
10-44-33	TRAINING & EDUCATION	.00	2.14	4,000.00	3,997.86	.1
10-44-38	AUDITOR & ACCOUNTING SUPPORT	621.50	3,729.00	14,300.00	10,571.00	26.1
10-44-63	IT SUPPORT & CONTRACTS	.00	1,995.00	2,500.00	505.00	79.8
10-44-69	OFFICE SUPPLIES & EXPENSE	131.49	1,456.01	4,000.00	2,543.99	36.4
10-44-75	RISK MANAGEMENT	860.50	35,056.97	40,000.00	4,943.03	87.6
10-44-95	CREDIT CARD PROCESSING FEES	110.64	449.06	1,000.00	550.94	44.9
10-44-98	BANK SERVICE CHARGES	67.00	286.53	1,000.00	713.47	28.7
	TOTAL ADMINISTRATIVE SERVICES	12,573.81	111,100.32	222,999.00	111,898.68	49.8
	PUBLIC WORKS					
10-48-11	SALARIES AND WAGES	8,487.40	42,766.45	118,850.00	76,083.55	36.0
10-48-13	EMPLOYEE BENEFITS & RETIREMENT	1,807.37	26,247.09	82,541.00	56,293.91	31.8
10-48-15	ON CALL PAY	1,862.00	2,716.00	5,950.00	3,234.00	45.7
10-48-20	OVERTIME	318.31	7,270.85	14,000.00	6,729.15	51.9
10-48-23	TRAVEL AND EDUCATION	.00	.00	360.00	360.00	.0
10-48-25	EQUIPMENT, SUPPLIES & MAINT.	332.70	4,805.22	9,000.00	4,194.78	53.4
10-48-26	MUNICIPAL BLDGS. OPER. & MAINT	1,723.99	8,884.61	24,260.00	15,375.39	36.6
10-48-54	PROT. CLOTHING & EQUIPMENT	898.49	973.49	3,000.00	2,026.51	32.5
10-48-65	FLEET OPERATIONS & MAINTENANCE	70.70	1,671.93	4,250.00	2,578.07	39.3
10-48-67	FLEET FUEL	998.51	2,937.67	12,865.00	9,927.33	22.8
10-48-69	OFFICE SUPPLIES & EXPENSE	18.80	18.80	1,300.00	1,281.20	1.5
10-48-70	FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
10-48-75	CROSSWALK POWER	45.80	228.21	900.00	671.79	25.4
10-48-77	PUBLIC FACILITIES HEATING	1,206.88	1,642.16	5,000.00	3,357.84	32.8
10-48-82	PUBLIC FACILITIES POWER	1,437.09	8,480.39	14,000.00	5,519.61	60.6
10-48-84	STREET LIGHTING PWR & MNT.	4,055.68	21,743.17	52,000.00	30,256.83	41.8
	TOTAL PUBLIC WORKS	23,263.72	130,386.04	358,276.00	227,889.96	36.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXECUTIVE					
10-49-11	SALARIES AND WAGES	11,666.64	64,686.60	156,980.00	92,293.40	41.2
10-49-13	EMPLOYEE BENEFITS	2,984.57	32,596.02	68,003.00	35,406.98	47.9
10-49-20	MILEAGE REIMBURSEMENTS	.00	17.28	750.00	732.72	2.3
10-49-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	649.28	3,000.00	2,350.72	21.6
10-49-23	TRAVEL AND EDUCATION	.00	2,665.59	6,000.00	3,334.41	44.4
10-49-24	POSTAGE	.00	.00	320.00	320.00	.0
10-49-25	NEW EQUIPMENT PURCHASE	959.53	4,816.58	9,000.00	4,183.42	53.5
10-49-37	ATTORNEY	2,200.00	11,000.00	33,000.00	22,000.00	33.3
10-49-62	MISCELLANEOUS	.00	3,046.75	15,000.00	11,953.25	20.3
10-49-63	IT SUPPORT & CONTRACTS	1,383.22	17,818.02	24,000.00	6,181.98	74.2
10-49-65	EMP. AWARDS, REC. & EVENTS	1,646.52	7,449.05	11,000.00	3,550.95	67.7
10-49-66	EDUCATION REIMB. PROGRAM	.00	204.00	2,000.00	1,796.00	10.2
10-49-67	EMP. BENEFITS & BONUS PROGRAM	.00	.00	13,000.00	13,000.00	.0
10-49-68	WELLNESS PROGRAM	35.00	35.00	1,000.00	965.00	3.5
10-49-69	OFFICE SUPPLIES & EXPENSE	260.46	1,878.03	5,000.00	3,121.97	37.6
10-49-70	CELLULAR & RADIO SERV. & EQUIP	1,052.33	4,600.42	5,400.00	799.58	85.2
10-49-72	LEGAL ADVERTISING	90.25	2,221.75	9,000.00	6,778.25	24.7
10-49-80	UTAH LEAGUE MEMBERSHIP	.00	4,569.24	4,500.00	(69.24)	101.5
10-49-82	CITY NEWSLETTER	372.60	2,192.60	4,500.00	2,307.40	48.7
10-49-83	ECONOMIC DEVELOPMENT	.00	.00	8,000.00	8,000.00	.0
10-49-85	VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-88	RECORDERS OFFICE	78.00	2,639.50	8,000.00	5,360.50	33.0
10-49-89	ELECTIONS	.00	.00	8,000.00	8,000.00	.0
10-49-90	CITY CELEBRATIONS & EVENTS	399.68	19,587.02	63,500.00	43,912.98	30.9
10-49-91	YOUTH COUNCIL	48.74	1,775.82	6,000.00	4,224.18	29.6
10-49-92	MISS WEST POINT PAGEANT	1,680.86	2,917.86	11,750.00	8,832.14	24.8
10-49-93	SENIOR PROGRAM	237.03	751.39	2,500.00	1,748.61	30.1
	TOTAL EXECUTIVE	25,095.43	188,117.80	481,203.00	293,085.20	39.1
	COMMUNITY DEVELOPMENT					
10-52-11	SALARIES AND WAGES	13,344.33	75,012.46	166,877.00	91,864.54	45.0
10-52-13	EMPLOYEE BENEFITS & RETIREMENT	2,747.02	25,850.27	79,360.00	53,509.73	32.6
10-52-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	1,022.54	750.00	(272.54)	136.3
10-52-23	TRAVEL, EDUCATION & CERTIFICAT	.00	971.00	4,000.00	3,029.00	24.3
10-52-25	EQUIPMENT & SUPPLIES	87.00	1,783.23	6,500.00	4,716.77	27.4
10-52-51	GIS	.00	1,454.00	1,500.00	46.00	96.9
10-52-61	MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
10-52-62	CONTRACT PLANNING & INSP SERV	.00	.00	2,000.00	2,000.00	.0
10-52-63	IT SUPPORT & CONTRACTS	.00	.00	400.00	400.00	.0
10-52-65	STATE BUILDING SURCHARGE	.00	259.58	1,000.00	740.42	26.0
10-52-68	PLANNING COMM/BOARD OF ADJ.	.00	750.00	3,000.00	2,250.00	25.0
10-52-69	OFFICE SUPPLIES & EXPENSE	103.33	283.96	500.00	216.04	56.8
	TOTAL COMMUNITY DEVELOPMENT	16,281.68	107,387.04	266,387.00	158,999.96	40.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY & EMERGENCY PLAN					
10-54-11	CROSSING GUARDS	2,762.23	12,294.37	37,076.00	24,781.63	33.2
10-54-13	EMPLOYEE BENEFITS & RETIREMENT	282.01	1,407.79	3,950.00	2,542.21	35.6
10-54-15	CROSSING GUARD SUPPLIES/EQUIP.	.00	525.32	1,000.00	474.68	52.5
10-54-60	ANIMAL CONTROL	2,506.04	12,530.20	34,000.00	21,469.80	36.9
10-54-62	POLICE SERVICES	6,794.84	33,974.20	130,000.00	96,025.80	26.1
10-54-65	NARCOTICS STRIKE FORCE	.00	8,743.68	8,800.00	56.32	99.4
10-54-75	HOMETOWN SECURITY (EPRT)	.00	.00	4,000.00	4,000.00	.0
	TOTAL PUBLIC SAFETY & EMERGENCY PLAN	12,345.12	69,475.56	218,826.00	149,350.44	31.8
	PARKS AND CEMETERY					
10-70-11	SALARIES AND WAGES	3,911.10	29,414.12	99,410.00	69,995.88	29.6
10-70-13	EMPLOYEE BENEFITS & RETIREMENT	673.03	6,922.15	10,587.00	3,664.85	65.4
10-70-20	UNIFORMS	.00	.00	600.00	600.00	.0
10-70-25	EQUIPMENT & SUPPLIES	164.40	3,291.19	14,000.00	10,708.81	23.5
10-70-26	BUILDING AND GROUNDS	(69.67)	9,907.95	61,600.00	51,692.05	16.1
10-70-29	PARK & CEMETERY LIGHTS	504.88	2,481.88	3,400.00	918.12	73.0
10-70-61	MISC. SERVICES AND SUPPLIES	.00	703.50	1,200.00	496.50	58.6
10-70-69	OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-70-70	GATEWAYS & PUBLIC PROPERTIES	.00	250.00	4,000.00	3,750.00	6.3
	TOTAL PARKS AND CEMETERY	5,183.74	52,970.79	195,297.00	142,326.21	27.1
	RECREATION					
10-71-11	SALARIES AND WAGES	7,954.92	42,256.21	117,466.00	75,209.79	36.0
10-71-13	EMPLOYEE BENEFITS & RETIREMENT	1,644.00	17,961.41	53,563.00	35,601.59	33.5
10-71-20	RECREATION PROGRAM MARKETING	39.99	455.99	1,000.00	544.01	45.6
10-71-23	TRAVEL & EDUCATION	.00	.00	400.00	400.00	.0
10-71-26	BUILDING AND GROUNDS	.00	105.07	2,300.00	2,194.93	4.6
10-71-30	BACKGROUND CHECKS	246.45	508.80	2,000.00	1,491.20	25.4
10-71-60	SOCCER	.00	4,525.92	12,000.00	7,474.08	37.7
10-71-67	JUNIOR JAZZ	.00	1,364.70	18,000.00	16,635.30	7.6
10-71-68	FOOTBALL	386.72	26,439.07	34,500.00	8,060.93	76.6
10-71-69	OFFICE SUPPLIES & EXPENSE	20.00	97.40	250.00	152.60	39.0
10-71-71	BASEBALL/SOFTBALL	.00	1,923.46	20,500.00	18,576.54	9.4
10-71-73	VOLLEYBALL	228.51	1,382.51	3,000.00	1,617.49	46.1
10-71-74	TENNIS	.00	.00	5,000.00	5,000.00	.0
	TOTAL RECREATION	10,520.59	97,020.54	269,979.00	172,958.46	35.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSFERS, CONT. & OTHER USES					
10-90-63	CLASS C TRANS. TO SPECIAL REV.	.00	.00	343,300.00	343,300.00	.0
10-90-70	TRANS. DEBT. SERV. CITY HALL	.00	.00	107,300.00	107,300.00	.0
10-90-86	TRANSFER TO CAP. PROJ. FUND	.00	.00	800,000.00	800,000.00	.0
	TOTAL TRANSFERS, CONT. & OTHER USES	.00	.00	1,250,600.00	1,250,600.00	.0
	TOTAL FUND EXPENDITURES	108,724.97	779,263.86	3,321,395.00	2,542,131.14	23.5
	NET REVENUE OVER EXPENDITURES	314,077.58	588,568.47	.00	(588,568.47)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

SPECIAL REVENUE FUND

	ASSETS			
45-1190	CASH - ALLOCATION TO OTHER FUN		1,612,873.98	
45-1411	DUE FROM OTHER GOVT. UNITS		107,892.19	
	TOTAL CURRENT ASSETS			1,720,766.17
	TOTAL ASSETS			1,720,766.17
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
45-2980	UNASSIGNED FUNDS	31,594.86		
45-2990	RESTRICTED FOR CLASS C ROADS	913,285.83		
45-2995	RESTRICTED FOR IMPACT FEES	821,829.25		
	REVENUE OVER EXPENDITURES - YTD	(45,943.77)		
	BALANCE - CURRENT DATE		1,720,766.17	
	TOTAL FUND EQUITY			1,720,766.17
	TOTAL LIABILITIES AND EQUITY			1,720,766.17

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEVELOPMENT FEES					
45-30-57	ROAD IMPACT FEES	.00	31,233.00	38,225.00	6,992.00	81.7
45-30-70	PARK AND TRAILS IMPACT FEES	.00	35,712.90	59,522.00	23,809.10	60.0
45-30-75	NORTH DAVIS SEWER IMPACT FEES	.00	49,321.72	81,400.00	32,078.28	60.6
45-30-80	N.D. FIRE IMPACT FEES	.00	2,080.20	3,467.00	1,386.80	60.0
45-30-90	CLASS C ROAD REVENUE	.00	202,869.80	.00	(202,869.80)	.0
45-30-99	BEGINNING BALANCE	.00	.00	(125,015.00)	(125,015.00)	.0
	TOTAL DEVELOPMENT FEES	.00	321,217.62	57,599.00	(263,618.62)	557.7
	OTHER FINANCING SOURCES					
45-33-46	GRANTS (ROAD PROJECTS)	.00	367,900.13	965,646.00	597,745.87	38.1
45-33-90	TRANSFER FROM OTHER FUNDS	.00	.00	633,300.00	633,300.00	.0
45-33-93	LOCAL OPTION ROADS	6,225.73	44,986.23	88,000.00	43,013.77	51.1
	TOTAL OTHER FINANCING SOURCES	6,225.73	412,886.36	1,686,946.00	1,274,059.64	24.5
	TOTAL FUND REVENUE	6,225.73	734,103.98	1,744,545.00	1,010,441.02	42.1

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SPECIAL FUND PROJECTS					
45-51-15	PARKS/TRAILS IMPACT FEE PROJ.	7,606.41	158,238.02	143,248.00	(14,990.02)	110.5
45-51-71	ROADS/PED. WALKWAYS IMPACT FEE	(77,519.03)	(47,420.06)	20,304.00	67,724.06	(233.6)
45-51-80	N.D. SEWER IMPACT FEES	9,664.50	150,438.71	81,400.00	(69,038.71)	184.8
45-51-85	N.D. FIRE IMPACT FEES	416.04	2,218.88	3,467.00	1,248.12	64.0
45-51-93	LOCAL OPTION ROADS	.00	.00	88,000.00	88,000.00	.0
45-51-95	CLASS C ROAD EXPENDITURES	31,176.27	181,784.26	781,767.00	599,982.74	23.3
45-51-97	ROAD & SIDEWALK GRANT PROJECTS	12,293.70	334,785.94	626,359.00	291,573.06	53.5
45-51-98	BANK SERVICE CHARGES	.00	2.00	.00	(2.00)	.0
	TOTAL SPECIAL FUND PROJECTS	(16,362.11)	780,047.75	1,744,545.00	964,497.25	44.7
	TOTAL FUND EXPENDITURES	(16,362.11)	780,047.75	1,744,545.00	964,497.25	44.7
	NET REVENUE OVER EXPENDITURES	22,587.84	(45,943.77)	.00	45,943.77	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

CAPITAL PROJECTS FUND

	ASSETS			
48-1190	CASH ALLOCATION TO OTHER FUNDS		1,770,134.13	
	TOTAL CURRENT ASSETS			1,770,134.13
	TOTAL ASSETS			1,770,134.13
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
48-2980	UNASSIGNED FUNDS	537,439.14		
48-2985	COMMITTED TO CAPITAL PROJECTS	1,283,924.49		
	REVENUE OVER EXPENDITURES - YTD	(51,229.50)		
	BALANCE - CURRENT DATE		1,770,134.13	
	TOTAL FUND EQUITY			1,770,134.13
	TOTAL LIABILITIES AND EQUITY			1,770,134.13

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
48-30-45	CEMETERY PERMIT & PERPET. CARE	1,800.00	11,940.00	190,644.00	178,704.00	6.3
48-30-90	BEGINNING BALANCE	.00	.00	371,157.00	371,157.00	.0
	TOTAL REVENUE	1,800.00	11,940.00	561,801.00	549,861.00	2.1
	OTHER FINANCING SOURCES					
48-33-10	TRANSFER FROM GENERAL FUND	.00	.00	800,000.00	800,000.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	800,000.00	800,000.00	.0
	TOTAL FUND REVENUE	1,800.00	11,940.00	1,361,801.00	1,349,861.00	.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAP. PROJ. FUND FINANCING USES					
48-51-15	BUILDINGS	.00	831.00	20,101.00	19,270.00	4.1
48-51-20	ROAD PROJECTS	.00	4,393.56	409,246.00	404,852.44	1.1
48-51-25	PARK IMPROVEMENT PROJECTS	1,700.00	1,700.00	454,909.00	453,209.00	.4
48-51-28	MILITARY MEMORIAL PROJECTS	4,407.08	4,407.08	5,026.00	618.92	87.7
48-51-43	CAPITAL EQUIPMENT REPLACEMENT	.00	45,497.84	60,000.00	14,502.16	75.8
48-51-44	VEHICLE REPLACEMENT	.00	6,340.02	11,875.00	5,534.98	53.4
48-51-53	5 YEAR CIP	.00	.00	210,000.00	210,000.00	.0
48-51-70	CEMETERY PERPETUAL CARE	.00	.00	190,644.00	190,644.00	.0
	TOTAL CAP. PROJ. FUND FINANCING USES	6,107.08	63,169.50	1,361,801.00	1,298,631.50	4.6
	TOTAL FUND EXPENDITURES	6,107.08	63,169.50	1,361,801.00	1,298,631.50	4.6
	NET REVENUE OVER EXPENDITURES	(4,307.08)	(51,229.50)	.00	51,229.50	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

WASTE FUND

	ASSETS			
51-1075	UTILITY CASH CLEARING		(265,981.71)	
51-1140	RETURNED CHECKS		47.97	
51-1190	CASH-ALLOCATION FROM GEN.FUND		1,317,039.22	
51-1311	WASTE ACCOUNTS RECEIVABLE		165,715.84	
51-1312	ALLOWANCE FOR BAD DEBTS		(7,483.48)	
51-1501	NET PENSION ASSET		131.00	
51-1502	DEFERRED OUTFLOWS - PENSION		11,214.00	
	TOTAL CURRENT ASSETS			1,220,682.84
	PROPERTY AND EQUIPMENT			
51-1631	IMPROVEMENTS OTHER THAN BLDGS.		3,381,889.14	
51-1651	MACHINERY AND EQUIPMENT		311,370.05	
51-1690	ACCUMULATED DEPRECIATION		(1,332,785.63)	
51-1711	CONSTRUCTION IN PROGRESS		28,033.00	
	TOTAL PROPERTY AND EQUIPMENT			2,388,506.56
	TOTAL ASSETS			3,609,189.40
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-2140	CUSTOMER DEPOSITS PAYABLE		63,239.12	
51-2141	COMPENSATED ABSENCES PAYABLE		15,355.18	
51-2201	NET PENSION LIABILITY		48,664.00	
51-2202	DEFERRED INFLOWS - PENSION		6,408.00	
	TOTAL LIABILITIES			133,666.30
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	3,185,024.52		
51-2995	RESTRICTED - SEWER IMPACT FEES	142,305.31		
	REVENUE OVER EXPENDITURES - YTD	148,193.27		
	BALANCE - CURRENT DATE		3,475,523.10	
	TOTAL FUND EQUITY			3,475,523.10
	TOTAL LIABILITIES AND EQUITY			3,609,189.40

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WASTE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
51-37-17	PENALTIES	.00	17,331.67	17,000.00	(331.67)	102.0
51-37-26	SEWER FEES	(20.74)	384,348.21	897,000.00	512,651.79	42.9
51-37-50	GARBAGE COLLECTION FEES	(8.89)	199,147.22	470,000.00	270,852.78	42.4
51-37-60	GREENWASTE COLLECTION FEES	(5.18)	42,401.93	96,000.00	53,598.07	44.2
51-37-70	RECYCLE COLLECTION FEES	.00	45,513.90	100,000.00	54,486.10	45.5
	TOTAL OPERATING REVENUE	(34.81)	688,742.93	1,580,000.00	891,257.07	43.6
	OTHER FINANCING SOURCES					
51-38-05	SEWER IMPACT FEES	.00	2,900.64	6,050.00	3,149.36	47.9
51-38-15	CAN PURCHASE	.00	2,550.00	4,250.00	1,700.00	60.0
51-38-80	INTEREST EARNINGS	.00	.00	500.00	500.00	.0
51-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	5,450.64	30,800.00	25,349.36	17.7
	TRANSFERS					
51-39-95	BEGINNING FUND BALANCE	.00	.00	771,039.00	771,039.00	.0
51-39-96	SEWER IMPACT FEE BALANCE	.00	.00	93,242.00	93,242.00	.0
	TOTAL TRANSFERS	.00	.00	864,281.00	864,281.00	.0
	TOTAL FUND REVENUE	(34.81)	694,193.57	2,475,081.00	1,780,887.43	28.1

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WASTE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
51-81-11	SALARIES AND WAGES	10,651.75	64,286.99	142,028.00	77,741.01	45.3
51-81-13	BENEFITS AND BONUS	2,503.08	32,254.85	81,765.00	49,510.15	39.5
51-81-15	ON CALL PAY	(1,814.00)	388.00	850.00	462.00	45.7
51-81-20	OVERTIME	.00	.00	2,000.00	2,000.00	.0
51-81-27	LIFT STATION PUMPS	101.34	624.80	2,400.00	1,775.20	26.0
51-81-42	GARBAGE	29,507.19	139,076.68	361,000.00	221,923.32	38.5
51-81-43	GREENWASTE	8,129.43	35,460.39	98,000.00	62,539.61	36.2
51-81-44	RECYCLING	7,727.03	31,481.59	88,000.00	56,518.41	35.8
51-81-45	GARBAGE COLLECTION	.00	23,838.20	.00	(23,838.20)	.0
51-81-49	SEWER COLLECTION AND DISPOSAL	56,088.30	181,502.41	668,000.00	486,497.59	27.2
51-81-55	SEWER MAINTENANCE AND REPAIR	.00	3,973.59	30,000.00	26,026.41	13.3
51-81-63	IT SUPPORT & CONTRACTS	646.30	7,185.98	16,925.00	9,739.02	42.5
51-81-65	UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
	TOTAL PRIMARY OPERATING EXPENSES	113,540.42	520,073.48	1,492,468.00	972,394.52	34.9
	MATERIALS AND SUPPLIES					
51-82-24	UTILITY BILLS - POSTAGE/EQUIP.	698.31	4,703.93	11,000.00	6,296.07	42.8
51-82-47	CAN PURCHASE	.00	.00	4,500.00	4,500.00	.0
51-82-60	TRAVEL AND EDUCATION	.00	(25.00)	1,500.00	1,525.00	(1.7)
51-82-61	MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
	TOTAL MATERIALS AND SUPPLIES	698.31	4,678.93	18,000.00	13,321.07	26.0
	WASTE - OTHER EXPENSES					
51-84-05	SEWER IMPACT FEE PROJECTS	.00	.00	99,292.00	99,292.00	.0
51-84-20	RISK MANAGEMENT	195.57	7,787.95	10,000.00	2,212.05	77.9
51-84-30	DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35	CREDIT CARD PROCESSING FEES	679.32	2,771.21	8,100.00	5,328.79	34.2
51-84-39	AUDITOR & ACCOUNTING SUPPORT	226.00	1,356.00	5,200.00	3,844.00	26.1
51-84-44	VEHICLE REPLACEMENT	.00	6,313.04	11,292.00	4,978.96	55.9
51-84-70	PHONE	.00	.00	3,000.00	3,000.00	.0
51-84-81	IT	.00	.00	4,000.00	4,000.00	.0
51-84-83	CAPITAL IMPROVEMENTS	.00	1,352.70	709,729.00	708,376.30	.2
51-84-84	BLUE STAKES	79.05	198.15	1,000.00	801.85	19.8
51-84-90	FLEET	499.26	1,468.84	8,000.00	6,531.16	18.4
	TOTAL WASTE - OTHER EXPENSES	1,679.20	21,247.89	944,613.00	923,365.11	2.3
	TRANSFERS & CONTINGENCIES					
51-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	115,917.93	546,000.30	2,475,081.00	1,929,080.70	22.1
NET REVENUE OVER EXPENDITURES	(115,952.74)	148,193.27	.00	(148,193.27)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

WATER FUND

	ASSETS			
55-1190	CASH-ALLOCATION FROM GEN. FUND		1,498,455.38	
55-1311	WATER ACCOUNTS RECEIVABLE		134,757.63	
55-1501	NET PENSION ASSET		135.00	
55-1502	DEFERRED OUTFLOWS - PENSION		11,564.00	
	TOTAL CURRENT ASSETS			1,644,912.01
	PROPERTY AND EQUIPMENT			
55-1611	LAND		55,500.00	
55-1621	BUILDINGS		60,000.00	
55-1631	IMPROVEMST.OTHER THAN BLDGS.		3,563,560.61	
55-1650	CONSTRUCTION IN PROGRESS		21,904.00	
55-1651	MACHINERY & EQUIPMENT		156,594.78	
55-1690	ACCUMULATED DEPRECIATION		(821,083.11)	
	TOTAL PROPERTY AND EQUIPMENT			3,036,476.28
	TOTAL ASSETS			4,681,388.29
	LIABILITIES AND EQUITY			
	LIABILITIES			
55-2140	CUSTOMER DEPOSITS PAYABLE		68,945.05	
55-2141	COMPENSATED ABSENCES PAYABLE		15,355.18	
55-2201	NET PENSION LIABILITY		50,182.00	
55-2202	DEFERRED INFLOWS - PENSION		6,608.00	
	TOTAL LIABILITIES			141,090.23
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
55-2980	BEGINNING OF YEAR	4,367,482.11		
55-2995	RESTRICTED - WATER IMPACT FEES	198,200.83		
	REVENUE OVER EXPENDITURES - YTD	(25,384.88)		
	BALANCE - CURRENT DATE		4,540,298.06	
	TOTAL FUND EQUITY			4,540,298.06
	TOTAL LIABILITIES AND EQUITY			4,681,388.29

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
55-37-11	METERED WATER SALES	(19.26)	321,417.07	700,000.00	378,582.93	45.9
55-37-13	SECONDARY WATER SALES	(17.03)	328,307.86	775,000.00	446,692.14	42.4
55-37-14	CONNECTION FEES - WATER	.00	5,387.00	8,750.00	3,363.00	61.6
55-37-17	PENALTIES	.00	.00	18,500.00	18,500.00	.0
	TOTAL OPERATING REVENUE	(36.29)	655,111.93	1,502,250.00	847,138.07	43.6
	OTHER FINANCING SOURCES					
55-38-05	WATER IMPACT FEES	.00	5,519.00	12,175.00	6,656.00	45.3
55-38-55	MISCELLANEOUS REVENUE	407.36	407.36	.00	(407.36)	.0
55-38-95	FUND RESERVES	.00	.00	871,513.00	871,513.00	.0
55-38-96	WATER IMPACT FEE BALANCE	.00	.00	150,115.00	150,115.00	.0
55-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	407.36	5,926.36	1,053,803.00	1,047,876.64	.6
	TOTAL FUND REVENUE	371.07	661,038.29	2,556,053.00	1,895,014.71	25.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
55-81-11	SALARIES AND WAGES	12,248.85	73,717.96	163,141.00	89,423.04	45.2
55-81-13	BENEFITS AND BONUS	2,891.84	36,864.92	95,750.00	58,885.08	38.5
55-81-15	ON CALL PAY	532.00	776.00	1,700.00	924.00	45.7
55-81-20	OVERTIME	.00	.00	4,000.00	4,000.00	.0
55-81-28	WELLS & WATER TANK POWER	687.35	3,108.77	11,500.00	8,391.23	27.0
55-81-35	HOOPER WATER DISTRICT	.00	585.00	1,500.00	915.00	39.0
55-81-41	WATER MAINTENANCE	1,047.72	8,348.13	18,000.00	9,651.87	46.4
55-81-42	WATER SAMPLE TESTING	720.00	960.00	5,000.00	4,040.00	19.2
55-81-43	SECONDARY WATER	62,925.35	318,151.56	770,000.00	451,848.44	41.3
55-81-45	REGISTRATION & OTHER EXPENSES	.00	.00	1,000.00	1,000.00	.0
55-81-60	TRAVEL AND EDUCATION	125.00	125.00	4,140.00	4,015.00	3.0
55-81-63	IT SUPPORT & CONTRACTS	421.88	6,586.13	17,100.00	10,513.87	38.5
	TOTAL PRIMARY OPERATING EXPENSES	81,599.99	449,223.47	1,092,831.00	643,607.53	41.1
	WATER - MATERIALS AND SUPPLIES					
55-82-24	UTILITY BILLS - POSTAGE/EQUIP	698.29	4,703.92	8,250.00	3,546.08	57.0
55-82-47	MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50	WATER METERS	8,955.28	59,338.53	65,000.00	5,661.47	91.3
	TOTAL WATER - MATERIALS AND SUPPLIES	9,653.57	64,042.45	74,000.00	9,957.55	86.5
	WATER - OTHER EXPENSES					
55-84-05	WATER SYSTEM IMPACT FEE PROJ.	.00	.00	162,290.00	162,290.00	.0
55-84-20	RISK MANAGEMENT	182.53	7,268.77	10,000.00	2,731.23	72.7
55-84-30	DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33	CAPITAL PROJECTS & EXPENDITURE	.00	3,402.33	903,140.00	899,737.67	.4
55-84-35	CREDIT CARD PROCESSING FEES	739.70	5,497.70	8,800.00	3,302.30	62.5
55-84-38	AUDITOR & ACCOUNTING SUPPORT	226.00	1,356.00	5,200.00	3,844.00	26.1
55-84-40	WATER PURCHASE - WEBER BASIN	146,489.00	146,489.00	147,000.00	511.00	99.7
55-84-44	VEHICLE REPLACEMENT	.00	6,294.79	11,292.00	4,997.21	55.8
55-84-70	PHONE	.00	.00	3,000.00	3,000.00	.0
55-84-82	BLUE STAKES	.00	278.19	1,500.00	1,221.81	18.6
55-84-83	IT	.00	.00	2,000.00	2,000.00	.0
55-84-85	ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90	FLEET	873.71	2,570.47	15,000.00	12,429.53	17.1
	TOTAL WATER - OTHER EXPENSES	148,510.94	173,157.25	1,369,222.00	1,196,064.75	12.7
	TRANSFERS & CONTINGENCIES					
55-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	239,764.50	686,423.17	2,556,053.00	1,869,629.83	26.9
NET REVENUE OVER EXPENDITURES	(239,393.43)	(25,384.88)	.00	25,384.88	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

STORM WATER UTILITY FUND

	ASSETS			
58-1190	CASH-ALLOCATION FROM GEN. FUND		1,300,524.81	
58-1311	STORM WATER ACCTS. RECEIVABLE		18,104.93	
58-1501	NET PENSION ASSET		63.00	
58-1502	DEFERRED OUTFLOWS - PENSION		5,439.00	
	TOTAL CURRENT ASSETS			1,324,131.74
	PROPERTY AND EQUIPMENT			
58-1611	LAND		102,540.00	
58-1631	IMPROVEMST.OTHER THAN BLDGS.		3,402,739.93	
58-1650	CONSTRUCTION IN PROGRESS		8,821.11	
58-1651	MACHINERY AND EQUIPMENT		18,235.00	
58-1690	ACCUMULATED DEPRECIATION		(531,999.27)	
	TOTAL PROPERTY AND EQUIPMENT			3,000,336.77
	TOTAL ASSETS			4,324,468.51
	LIABILITIES AND EQUITY			
	LIABILITIES			
58-2140	RETAINAGE PAYABLE		316.06	
58-2141	COMPENSATED ABSENCES PAYABLE		6,095.44	
58-2201	NET PENSION LIABILITY		23,605.00	
58-2202	DEFERRED INFLOWS - PENSION		3,108.00	
	TOTAL LIABILITIES			33,124.50
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
58-2980	BEGINNING OF YEAR	3,705,323.44		
58-2995	RESTRICTED-STORM WTR IMPT FEES	580,812.15		
	REVENUE OVER EXPENDITURES - YTD	5,208.42		
	BALANCE - CURRENT DATE		4,291,344.01	
	TOTAL FUND EQUITY			4,291,344.01
	TOTAL LIABILITIES AND EQUITY			4,324,468.51

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

STORM WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
58-37-11	STORM SYS. MAINT. & CONST. FEE	(2.96)	76,030.09	175,000.00	98,969.91	43.5
58-37-17	PENALTIES	.00	.00	2,000.00	2,000.00	.0
58-37-90	FUND BALANCE	.00	.00	317,916.00	317,916.00	.0
58-37-91	STORM WATER IMPACT FEE BALANCE	.00	.00	108,460.00	108,460.00	.0
	TOTAL OPERATING REVENUE	(2.96)	76,030.09	603,376.00	527,345.91	12.6
	OTHER FINANCING SOURCES					
58-38-05	STORM WATER IMPACT FEES	.00	17,110.28	26,275.00	9,164.72	65.1
58-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	17,110.28	46,275.00	29,164.72	37.0
	TOTAL FUND REVENUE	(2.96)	93,140.37	649,651.00	556,510.63	14.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

STORM WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
58-81-11	SALARIES AND WAGES	4,254.13	25,832.45	58,407.00	32,574.55	44.2
58-81-13	BENEFITS	1,002.86	12,300.95	33,226.00	20,925.05	37.0
58-81-27	STORM SYS. MAINT. & REPAIR	50.00	220.37	11,000.00	10,779.63	2.0
58-81-28	CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34	CREDIT CARD FEES	90.58	381.64	1,100.00	718.36	34.7
58-81-40	SWEEPING & PREVENTATIVE CARE	.00	880.00	12,000.00	11,120.00	7.3
58-81-42	STRM SYS MAINT & PHS II COMP.	.00	1,815.00	2,500.00	685.00	72.6
58-81-43	SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
	TOTAL PRIMARY OPERATING EXPENSES	5,397.57	41,430.41	133,233.00	91,802.59	31.1
	STORM WTR UTILITY - OTHER EXP.					
58-84-05	STORM SYSTEM IMPACT FEE PROJ.	.00	.00	19,735.00	19,735.00	.0
58-84-20	RISK MANAGEMENT	65.19	2,595.98	3,500.00	904.02	74.2
58-84-30	DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38	AUDITOR & ACCOUNTING SUPPORT	56.50	339.00	1,300.00	961.00	26.1
58-84-44	VEHICLE REPLACEMENT	.00	6,080.65	11,288.00	5,207.35	53.9
58-84-79	PHONE	.00	.00	600.00	600.00	.0
58-84-83	CAPITAL PROJECTS	.00	37,118.70	393,495.00	356,376.30	9.4
58-84-90	FLEET EXPENSE	124.82	367.21	2,500.00	2,132.79	14.7
	TOTAL STORM WTR UTILITY - OTHER EXP.	246.51	46,501.54	496,418.00	449,916.46	9.4
	DEPARTMENT 90					
58-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND EXPENDITURES	5,644.08	87,931.95	649,651.00	561,719.05	13.5
	NET REVENUE OVER EXPENDITURES	(5,647.04)	5,208.42	.00	(5,208.42)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

DEBT SERVICE

	ASSETS			
70-1190	CASH ALLOCATION TO OTHER FUNDS		(98,717.40)	
	TOTAL CURRENT ASSETS			(98,717.40)
	TOTAL ASSETS			(98,717.40)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
70-2980	UNASSIGNED FUNDS	873.79		
70-2990	RESTRICTED FOR DEBT SERVICE	109,418.01		
	REVENUE OVER EXPENDITURES - YTD	(209,009.20)		
	BALANCE - CURRENT DATE		(98,717.40)	
	TOTAL FUND EQUITY			(98,717.40)
	TOTAL LIABILITIES AND EQUITY			(98,717.40)

DEBT SERVICE

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

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FUNDING USES					
70-84-10	DEBT SERVICE - CITY HALL	.00	192,000.00	96,000.00	(96,000.00)	200.0
70-84-15	INTEREST ON BONDS	5,029.40	17,009.20	11,300.00	(5,709.20)	150.5
	TOTAL FUNDING USES	5,029.40	209,009.20	107,300.00	(101,709.20)	194.8
	TOTAL FUND EXPENDITURES	5,029.40	209,009.20	107,300.00	(101,709.20)	194.8
	NET REVENUE OVER EXPENDITURES	(5,029.40)	(209,009.20)	.00	209,009.20	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

CDRA FUND

	ASSETS			
85-1190	CASH ALLOCATION TO OTHER FUNDS		10,026.79	
	TOTAL CURRENT ASSETS			10,026.79
	TOTAL ASSETS			10,026.79
	LIABILITIES AND EQUITY			
	LIABILITIES			
85-2421	DUE TO OTHER FUNDS		20,000.00	
	TOTAL LIABILITIES			20,000.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS	(9,965.21)		
	REVENUE OVER EXPENDITURES - YTD	(8.00)		
	BALANCE - CURRENT DATE		(9,973.21)	
	TOTAL FUND EQUITY			(9,973.21)
	TOTAL LIABILITIES AND EQUITY			10,026.79

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

CDRA FUND

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

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2016

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
85-44-63	ADMINISTRATION	2.00	8.00	20,000.00	19,992.00	.0
	TOTAL EXPENDITURES	2.00	8.00	20,000.00	19,992.00	.0
	TOTAL FUND EXPENDITURES	2.00	8.00	20,000.00	19,992.00	.0
	NET REVENUE OVER EXPENDITURES	(2.00)	(8.00)	.00	8.00	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

GENERAL FIXED ASSETS

	ASSETS			
	PROPERTY AND EQUIPMENT			
91-1611	LAND		3,909,351.70	
91-1612	INFRASTRUTURE		15,798,610.44	
91-1621	BUILDINGS		2,158,604.66	
91-1631	IMPROVMNTS OTHER THAN BLDGS.		2,515,325.54	
91-1641	OFFICE FURNITURE AND EQUIPMENT		72,662.97	
91-1651	MACHINERY AND EQUIPMENT		477,610.15	
91-1661	AUTOMOBILES AND TRUCKS		719,463.45	
91-1750	ACCUMULATED DEPRECIATION		(4,221,729.20)	
	TOTAL PROPERTY AND EQUIPMENT			21,429,899.71
	TOTAL ASSETS			21,429,899.71
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	21,429,899.71		
	BALANCE - CURRENT DATE		21,429,899.71	
	TOTAL FUND EQUITY			21,429,899.71
	TOTAL LIABILITIES AND EQUITY			21,429,899.71

WEST POINT CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2016

FUND 92

	LIABILITIES AND EQUITY			
	LIABILITIES			
92-2000	LONG TERM DEBT ACCOUNT GROUP		602,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE		55,543.10	
	TOTAL LIABILITIES			657,543.10
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(657,543.10)		
	BALANCE - CURRENT DATE		(657,543.10)	
	TOTAL FUND EQUITY			(657,543.10)
	TOTAL LIABILITIES AND EQUITY			.00

City Council Staff Report

Subject: Interlocal Agreement with Davis County Animal Services
Author: Kyle Laws
Department: Executive
Date: February 7, 2017

Background

Last May, Davis County and West Point City renegotiated the Interlocal Agreement for Animal Control Services. The agreement goes through December 31, 2020, but will be amended each year to update the fees to be paid based on previous year calls.

Analysis

Last year (Calendar Year 2016) the City's cost for animal control services, as outlined in the new contract, was:

- $26,257.46 for general animal control services
- $1,673.75 for wild animal calls and services
- $2,141.22 for the capital projects fund regarding the Shelter

As in past years, the charges are based on the previous year's usage of Animal Care & Control by our residents. The fee paid by the City provides full 24-hour animal care and control services, including the housing and processing of stray animals. The City's costs will either increase or decrease based on the number of calls received the previous year. The cost for this year (Calendar Year 2017) is:

- $32,074.55 for general animal control services
- $1,107.25 for wild animal calls and services
- $2,265.82 for the capital projects fund regarding the shelter

The total cost is $35,447.62, up from a total $30,072.43 last year. Our Budget for FY2017 is $34,000 but we will be okay this fiscal year because the first half was $4,000 under budget. We will need to increase the budget for FY2018 in anticipation of a continued increase in calls.

As previously mentioned, the new Interlocal Agreement goes through December 31, 2020.

Recommendation

No action required. This is for discussion purposes only, however, staff would like any feedback the Council has. Staff will bring seek approval by Resolution at the next City Council meeting in February.

Significant Impacts

No significant impacts at this time.

Attachments

- Amendment No. 1 to Interlocal Cooperation Agreement between Davis County and West Point City for Animal Control Services.

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 1") is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the "County"), and West Point City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-236 (the "Agreement"); and

B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:

EXHIBIT A

The City's 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

Title/Category	Subtitle/Subcategory	Amount
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel: Operating: Capital Equipment: Allocations: Total Expenditures:	$1,630,576 $316,581 $42,900 + 105,490 $2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses: Shelter Fees: Surgical Fees: Wildlife Fees: Donations: Total Revenues:	$220,000 $190,000 $45,000 $37,929 + $11,500 $504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		$2,095,547 - $504,429 $1,591,118
Combined Cities' 50% Obligation:		$1,591,118 x 0.50 $795,559
Average of the City's Total Billable Calls for 2015 and 2016:		427.50
Average of Combined Cities' Total Billable Calls for 2015 and 2016:		10,604
The City's 2016 Usage Rate:		427.50/ 10,604 4.0317%

Title/Category	Subtitle/Subcategory	Amount
The City's 2017 Calendar Year Obligation to the County:		$32,074.55

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2016:	43
Cost to City for Each Wildlife Call in 2016:	$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	$1,107.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	$281,000.00
2017 Obligation of the Combined Cities:	$56,200.00
The City's 2016 Usage Rate:	4.0317%
The City's 2017 Calendar Year Obligation to the County:	$2,265.82

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	WEST POINT CITY
By:_____ Chair, Board of Davis County Commissioners Date:_____	By:_____ Mayor Date:_____
ATTEST: _____ Davis County Clerk/Auditor Date:_____	ATTEST: _____ City Recorder Date:_____
APPROVED AS TO FORM AND LEGALITY: _____ Davis County Attorney's Office Date:_____	APPROVED AS TO FORM AND LEGALITY: _____ City Attorney Date:_____

City Council Staff Report

Subject: Franchise Agreement with Comcast
Author: Kyle Laws
Department: Executive
Date: February 7, 2017

Background

West Point City has been under a 30-year Franchise Agreement with Comcast from May 16, 1985 through May 16, 2015. We have been operating on a monthly basis since the expiration date of the agreement and need to revise, update, and enter into a new agreement.

Analysis

In summary, this Franchise Agreement allows Comcast to construct and operate a Cable System and install facilities and equipment as necessary to that Cable System within the public right of way. The agreement outlines in more detail the expectations and requirements they are under to install their system. In return Comcast will pay West Point City a franchise fee equal to five percent (5%) of annual gross revenue (as defined in the agreement) received by Comcast from operation of the Cable System.

The agreement is attached to this report and below are some key points:

- The term of the agreement is for 15 years.
- Comcast will provide Basic Cable Service to City Hall
- Where other utilities exist above AND below ground, Comcast has the option to locate their system above OR below ground. Otherwise it shall be underground.
- Comcast shall provide prior written consent to the owner of any trees or other natural growth or without permission from and notice to the City.

Recommendation

Staff recommends approval of Ordinance No 02-07-2017A, approval of a Franchise Agreement between West Point City and Comcast

Significant Impacts

None

Attachments

Franchise Agreement

FRANCHISE AGREEMENT BETWEEN WEST POINT CITY, UTAH AND COMCAST OF CALIFORNIA/ MASSACHUSETTS/ MICHIGAN/UTAH, LLC.

2017

This Franchise Agreement ("Franchise") is between West Point City, hereinafter referred to as the "Franchising Authority" and Comcast of California/ Massachusetts/ Michigan/Utah LLC, hereinafter referred to as the "Grantee".

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Basic Cable" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. "Cable Act" means the Cable Communications Policy Act of 1984 (Public Law No. 98-549, 47 USC 521 (Supp.)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996 and as further amended or superseded.

D. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. "FCC" means Federal Communications Commission or successor governmental entity thereto.

G. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. "Franchising Authority" means West Point City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. "Grantee" means Comcast of California/ Massachusetts/ Michigan/Utah LLC, or the lawful successor, transferee, or assignee thereof.

J "Gross Revenue" means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law.

K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the

Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, this Franchise Agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and County ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.3 **Competitive Equity**.

(A) Overview.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

(B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

(C) No Written Agreement between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which

other VSP's are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

2.4 Term. The Franchise granted hereunder shall be for an initial term of Fifteen (15) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change

or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at Grantee's expense.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in the Public Way in order to access and maintain the Cable System and shall reasonably replace all trees and shrubs damaged as a result of any construction and/or maintenance of its system undertaken by Grantee. Nevertheless, nothing in this paragraph 3.5 shall authorize the Grantee to trim trees or other natural growth not located in the Public Way without the prior written consent of the owner of such trees or other natural growth or without the permission of the Franchising Authority upon showing of public need. Grantee shall provide notice to Franchising Authority prior to trimming any tree or shrubbery in the Public Way.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

3.9 Extensions of the Cable System. Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

3.10 Subscriber Charges for Extensions of the Cable System. The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation.

Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use. Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

3.16 Fees and Charges to Customers All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before

any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

3.17 Customer Bills and Privacy Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing servicer in the Franchise Area. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Payments shall be made by Grantee to the Franchising Authority on an annual basis, within sixty (60) days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. In the event that Franchising Authority requires any application fee associated with renewal of this Agreement, the parties agree that Grantee may offset any such application fee from the franchise fee.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

C. All amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542, added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Sections 626 of the Cable Act.

B. In addition to the procedures set forth in said Sections 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling,

controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5

Oversight and Regulation by Franchising Authority

5.1 Books and Records The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating

documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

SECTION 6

Insurance and Indemnification

6.1 **Insurance Requirements**. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 **Indemnification**. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System and which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise Agreement and to pay all reasonable costs incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 **Bonds and Other Surety** Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a construction bond or other related surety in an aggregate amount greater than $10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required.

SECTION 7

Enforcement and Termination of Franchise

7.1 **Notice of Violation**. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 **The Grantee's Right to Cure or Respond**. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 **Public Hearing**. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 **Enforcement**. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo.* Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8

Miscellaneous Provisions

8.1 **Actions of Parties**. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 **Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 **Notice**. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

West Point City
Attn: Mayor
3200 W. 300 N.
West Point, Utah 84015

The notices or responses to the Grantee shall be addressed as follows:

Comcast of California/ Massachusetts/ Michigan/Utah LLC
Attn: Government Affairs
9602 South 300 West
Sandy UT 84070

with a copy to:

Comcast Corporation
Legal Department
1701 John F Kennedy Blvd.
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 **Descriptive Headings**. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability**. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 **Effective Date**. The effective date of this Franchise is the 7th day of February 2017, pursuant to the provisions of applicable law. This Franchise shall expire on the 7th day of February of 2032 unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the Franchising Authority has entered into this Franchise Agreement on the date first considered above.

West Point City

Signature: _____
Erik R. Craythorne, Mayor

ATTEST:

_____
Casey Arnold
City Recorder

Accepted this ____ day of _____, 2017, subject to applicable federal, state and local law

Comcast of California/ Massachusetts/ Michigan/Utah LLC

Signature: _____
By:_____
Title:_____

City Council Staff Report

Subject: Interlocal Agreement – Davis Metro Narcotics Strike Force
Author: Kyle Laws
Department: Executive
Date: July 1, 2014

Background

West Point City is a member of the Davis Metro Narcotics Strike Force and operates in the relationships through an Interlocal Agreement, along with the following entities: Davis County, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, and Woods Cross City.

The last time the Interlocal Agreement was signed by participating members was in 2004. In 2016, the US Department of Justice required each Drug Task Force to submit a copy of the Interlocal Agreement with current signatures from participating agencies. The deadline for this to be done was August 2016. This came as a surprise to all Utah Drug Task Forces and has left them scrambling with their attorneys to get everything in order for new signatures.

Analysis

As defined in the agreement, the Davis Metro Narcotics Strike Force is created "for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County."

The agreement is attached to this report and below is a brief summary:

- The term of the agreement is for 50 years
- Organization and Executive Board and duties are outlined
- Cost: The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel (Our current budget is $8,800 per year and is reviewed each budget year)

Recommendation

No action required. This is for information only; however, staff is in favor of the agreement and will ask for the Council's approval by Resolution at the February 21, 2017 meeting.

Significant Impacts

None

Attachments

Agreement
Letter

AGREEMENT NO. 2016-_____

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.

   a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.

2. The duties of the Executive Board shall be:

   a. Review and coordinate the activities of the Strike Force generally.
   b. Select a Strike Force Commander.

      (1) The Strike Force Commander shall be of Lieutenant rank or higher.
      (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
      (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
      (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
      (5) The Commander shall perform such other duties as required by the Executive Board.

   c. Establish by-laws and operating policy as needed.

      (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
      (2) Operating policy is acted upon as provided by the By-Laws.

3. Designation of Lead Agency.

   a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
   b. The Lead Agency will remain in place for a term determined by the

Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice ("CCJJ") requires a minimum of a four-year commitment from the Lead Agency.

c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction's policies and procedures.

C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.

D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.

E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 5.

F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

A. Parties or participants to this agreement shall consist of two categories:

1. Manpower participants are those agencies that supply personnel to the Strike Force.
2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.

C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.

D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds $7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.

E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.

F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.

B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.

C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined

appropriate by the Executive Board.

Section 7. Termination Provisions

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

1. The mutual written agreement of the Parties;
2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

A. Any party may withdraw upon providing thirty days written notice to the Board.

B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.

B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

A. Each party and participant hereby represents and warrants that:

1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
2. It is duly authorized to execute and perform this Interlocal Agreement; and
3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.

C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.

D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.

E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

I. This Agreement is not intended to benefit any party or person not named as party hereto.

J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.

K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of

or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

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

M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.

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

IN WITNESS WHEROF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
DAVIS COUNTY, UTAH

_____
JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH
Davis County Clerk / Auditor

Reviewed as to form and compatibility with the laws of the State of Utah

By: _____
Davis County Clerk / Auditor

_____
COUNTY ATTORNEY

BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

CENTERVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

CLEARFIELD CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

CLINTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

FARMINGTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

FRUIT HEIGHTS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

KAYSVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

LAYTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

NORTH SALT LAKE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

SUNSET CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

SYRACUSE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

WEST BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

WOODS CROSS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. _____, authorized and passed on the

_____ day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY RECORDER

_____
CITY ATTORNEY

DAVIS METRO NARCOTICS STRIKE FORCE

PO BOX 602
Kaysville, UT 84037
Office: 801-336-3555
Fax: 801-336-3560

Dear City Manager Laws,

Each year the Davis Metro Narcotics Strike Force is required to submit an Equitable Sharing Agreement and Certification form to the U.S. Department of Justice (DOJ) in order to be compliant with the disbursements of Federal Equitable Sharing funds. In 2016, DOJ required each agency to complete an on-line agreement and submit a copy of their Interlocal Cooperation Agreement with current signatures from participating agencies.

That being said, the last time the Interlocal Cooperation Agreement for Davis Metro Narcotics Strike Force was signed by participating agencies was in 2004. I have worked with the Davis County Attorney and several other agency attorneys to update the agreement and prepare it for new signatures. The US Department of Justice required a newly signed agreement to be submitted by the end of August 2016, which caught all the Utah Drug Task Forces off guard. Our Strike Force is currently in a "non-compliant" status and Equitable Sharing disbursements to our Strike Force will be suspended until we submit a freshly-signed agreement.

I have attached the Interlocal Cooperation Agreement along with a signature page for you, your city attorney and city recorder. Once the agreement is signed and dated, please email me a copy of the signature page, which I will attach to the agreement and keep on file.
If you have any questions or concerns, please feel free to contact me.

Respectfully,

Lt. Shawn Horton
Commander, Davis Metro Narcotics Strike Force

City Council Staff Report

Subject: Wildfire Estates – PVFD Overlay Zone
Author: Boyd Davis
Department: Community Development
Date: February 7, 2017

Background

Wildfire Estates is a proposed single-family residential development located at 50 S 4500 W, just south of the Paice Farms Subdivision. It covers 65 acres and will have approximately 140 lots. To achieve this density, the developer must be approved for the new PVFD Overlay Zone. This report outlines the developer's proposed standards to qualify for the overlay zone.

Analysis

To qualify for the PVFD zone, a developer must enter into an agreement in which he agrees to meet certain standards that will be approved by the City Council. The standards are categorized into two groups, Architectural and Landscape. The developer must also agree to create a method or entity to maintain any common space or commonly owned amenities within the development.

The developer of the Wildfire Estates subdivision has submitted his proposal to satisfy the requirements of the PVFD Zone. The proposal is in the form of CC&R's that he plans to implement. The complete document is attached to this report, but it can be summarized as follows. The developer is proposing:

1. 1600 sq. ft. minimum per house
2. An architectural review committee (ARC)
3. Landscaped parkstrips
    - 120 days to install
    - Installed by Home Owner
    - Standards TBD
4. Landscaped entrance features
5. HOA to maintain entrance

As this is the first development to request the PVFD zone, Staff needs direction from the City Council as to whether the items above satisfy the requirements. Staff feels that the following items have not been adequately addressed:

- Architectural Standards
  The developer is proposing that an ARC review all homes, but what standards will they apply? Does the Council trust the ARC to ensure that the homes are designed appropriately, or would you like to see their list of standards? The developer has submitted pictures of homes that he calls the "Architectural Concept". Is this satisfactory or does it need to be described in writing?

- Landscape Standards
  Like the architectural standards, would the Council like to see the list of standards or trust the ARC to oversee this?

- Minimum Building Standards
  When staff reviews plans for a new house we review the four standards.

  1. 40% brick/stone front; 3' wainscots sides
  2. No vinyl siding on front or street side
  3. 1400 sq. ft. min.
  4. 2 car garage

  Does the developer need to increase any, or all, of these to satisfy the PVFD? The only one the developer has proposed to increase is the minimum square footage. He is proposing 1600 sq. ft. minimum.

- Style
  Does the developer need to define a style for all homes, i.e. craftsman style, modern style, contemporary colonial?

- Common features
  Does the developer need to include common features on each home, i.e. similar colors, fences, light fixtures, hardy board? Common features would help define the subdivision.

Staff would also like to know if the Council expects the developer to satisfy all the items listed above, or if the developer can excel in one category to offset another. Our understanding is that this will be determined on a case by case basis. If that is true, what is the Councils expectation for this development?

If the Council feels that the developer has satisfied the requirements, the next step is to prepare a developer's agreement and bring that back to the Council for approval along with

approval of the PVFD overlay zone. If the Council is not satisfied, we will take the comments from the Council and work with the developer to modify the proposal.

Recommendation

No action is required. This is for discussion only.

Significant Impacts

There are no significant impacts at this time.

Attachments

CC&R's
Architectural Concept pictures
Preliminary Plan

DECLARATION OF PROTECTIVE COVENANTS
WILDFIRE ESTATES

This DECLARATION OF PROTECTIVE COVENANTS FOR THE WILDFIRE ESTATES is made and executed by WILDFIRE ESTATES LLC., of 150 South State Street Clearfield, Utah 84015 (hereinafter referred to as the "Declarant").

RECITALS

A. This Declaration of Protective Covenants affects that certain real property located in the City of West Point, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").

B. Declarant is the owner of the Tract.

C. The Property is an area of unique natural beauty, featuring distinctive terrain.

D. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

E. Declarant has constructed, or is in the process of constructing, a residential subdivision upon the Tract.

F. There is a unique Landscape Easement, which requires or will require common care, management, and control.

G. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.

H. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.

I. The Declarant desires that the subdivision be known as WILDFIRE ESTATES.

J. The streets in the subdivision shall be dedicated to the City of West Point.

K. The Declarant desires that the Tract shall be subject to the protective covenants herein recited.

L. The Declarant desires, by filing this Declaration of Protective Covenants, to submit the WILDFIRE ESTATES and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

AGREEMENT

Now, therefore, THE Declarant does hereby establish the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Assessment shall mean and refer the allocation of Common Expenses among the Lot Owners or maintenance charge which each Lot or Lot Owner, by virtue of this acceptance of a deed or other document or conveyance thereto, is obligated to pay.

2. Association shall mean and refer to the association of all of the Lot Owners taken ask or acting as a group in accordance with this Declaration.

3. Board of Trustee shall mean and refer to the group of neighbors who own Lots in the Subdivision and volunteer and are elected or appointed to (a) administer the Declaration, (b) manage the Common Elements (including the Landscape Easement, on-site storm-water, detention basin and Entry Monument), and (c) operate the Association.

4. Business and Trade are terms which shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade of business within the meaning of this subsection.

5. Common Elements shall mean and refer to all common features and elements in the Community, including by way of illustration but not limitation

the Landscape Easement, On-site Storm-water, Detention Basin, Entry Monument, power pedestal, and other common improvements of a less significant nature.

6. Common Expenses shall mean and refer to: (a) All sums lawfully assessed against the Lot Owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as "common expenses" by the Association; and (d) Expenses declared "common expenses" by the Project Documents.

7. Community shall mean and refer to the WILDFIRE ESTATES.

8. Declaration shall mean and refer to the DECLARATION OF PROTECTIVE COVENANTS FOR WILDFIRE ESTATES.

9. Entry Monument shall mean and refer to the entry monument at the entrance to WILDFIRE ESTATES.

10. Landscape Easement shall mean and refer to the strip of land within the Community between the sidewalk and fence running parallel to 4500 West Street, described with particularity on Exhibit 'B' attached hereto and incorporated herein by this reference.

11. Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.

12. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or and undivided fee interest in a Lot. The term Lot Owner does not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

13. Majority shall mean and refer to those eligible persons or votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

14. Map shall mean and refer to the Record of Survey Map.

15. Member shall mean and refer to each Lot Owner who, by virtue of his acceptance of a deed or other document of conveyance to a Lot, is a member of the Association, unless the context clearly required otherwise.

16. Owner shall mean and refer to a Lot Owner.

17. Project shall mean and refer WILDFIRE ESTATES.

18. Project Documents shall mean and refer jointly and severally to this Declaration, By-Laws, Record of Survey Map, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.

19. Property shall mean and refer to the Land, real estate, or real property, which is submitted to this Declaration.

20. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder. The Map will show the location of the Lots, Landscape Easement, Entry Monument, and other Common Elements.

21. Street or Streets shall mean and refer to the roads within WILDFIRE ESTATES, which are or will be dedicated to the City of West Point.

22. Survey Map shall mean and refer to the Record of Survey Map.

23. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

ARTICLE II. SUBMISSION

The land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit "A", attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each

and every Common Elements improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

ARTICLE III. AREA OF APPLICATION AND EXPANSION OF PROJECT

1. This Declaration shall apply to all lots from 101 to 128 of the Property and to any other real estate in the WILDFIRE ESTATES. There are twenty-eight (28) lots in Phase I.

ARTICLE IV. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. This is a residential subdivision and all Lots must be used exclusively for residential purposes, which includes both the architecture and appearance of the buildings and the nature of their use. All fences, outbuildings and parking areas are to be maintained as to not detract from value of the adjacent property owners. Concrete tilt up wall, steel buildings and steel framed buildings, log homes and other non conventional type building systems will not be allowed unless such structure can be deemed in harmony with the adjacent homes, by the architectural committee. The exterior elevations of all buildings are to be reviewed by the Architectural Control committee, and allowed only after review, and declared acceptable in writing.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot with the finished ground floor area of the main floor, exclusive of open porches and garages, of less than 1600 square feet, and not less than 1900 square feet finished living space above ground for a two story. All homes shall have a minimum of two (2) car attached garage. All structures shall have a brick or rock front with fiber-cement siding or stucco accents and three (3) feet return of brick/rock on each side of the main floor. Multi level dwelling not mentioned above must be reviewed and approved by the architectural control committee. All exterior finishes and colors must be approved by the architectural control committee. Used brick may only be used with approval of the architectural control committee. All roofs

shall have a minimum of 6/12 pitch roof, unless reviewed and approved. The construction materials for each home and/or detached building shall be of quality equal to or superior to FHA or VA requirements. Detached buildings are subject to Architectural Committee approval. No swamp cooler or window mount coolers are allowed.

4. Location of Dwelling. The Declarant shall determine the location of a home upon a lot, which must be within the Buildable Area designated on the Map.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Prohibited Activities. No noxious or offensive activity shall be carried on in, on or about any lot. Nothing shall be done or omitted on a lot or the Common Elements, which may be or may become an annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:

    a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a lot or the Common Elements, including the Landscape Easement;

    b. The storage of any item, property or thing that will cause any lot or the Common Elements to appear to be in an unsightly, unclean, unhealthy, or untidy condition or that will be noxious to the senses;

    c. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any lot or the Common Elements that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

    d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their

guests or invitees, particularly if the local law enforcement agencies must be called to restore order;

e. The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees; and

f. The drying of clothes or storage of any articles that are unsightly (in the sole opinion of the Declarant and the Association) will not be permitted unless in enclosed areas designed for such purposes.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes, pre-fabricated homes, or homes built off the Property are permitted.

8. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than 2'x2' square feet advertising the proper "For Sale" or "For Rent", except signs use by the Declarant to advertise the property during the construction and sales period may be as large as deemed appropriate by the Declarant.

9. Pets, Animals, Livestock and Poultry. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the project.

Up to two (2) domestic pets per unit are allowed; provided however pets must be properly licensed and registered (of required) with the appropriate governmental agencies. Owners may be required to pay a pet deposit to the Board of Trustees, obtain a certificate of registration from the Association and abide by all local ordinances and pet rules and regulations adopted from time to time. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother annoy or disturb other reasonable residents or interfering

with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of he lot, except for those improvements for which a public authority or utility company is responsible.

10. Fencing. All fencing must meet the approved standards of the Architectural control committee. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half (3.5') feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6') feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to be a height in excess of three and one-half (3.5') feet. Wood fencing is prohibited.

11. Parking and Storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:

    a. No damaged (in excess of $1,000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any lot or adjacent street for more than forty-eight (48) hours.

    b. No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked in the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while loading or unloading (no more than forty-eight (48) hours or more than one (1) time during any seven (7) day period or engaged in transportation.

    c. No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks other ¾ quarter ton capacity or smaller, boats and watercrafts, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of ay kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot.

    d. No motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or in a red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any lot, driveway, street, or other transportation device.

e. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.

f. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

g. Open yard space shall remain unoccupied and unobstructed by buildings, vehicles, and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever.

h. Any violations of Syracuse City ordinances are expressly prohibited.

12. Pools, Spas, Games Courts and Batting Cages. Pools, spas, games courts and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.

13. Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

14. Business Use. No commercial trade or business may be conducted in or from any lot unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Declarant and/or Association.

15. Insurance. Nothing shall be done or kept in, on or about any Lot or the Common Elements, which may result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.

16. Laws. Nothing shall be done or kept in, on or about any lot or the Common Elements, or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

17. Damage or Waste. No damage to or waste of the Common Elements shall be committed by any Lot Owner, his family members, friends, guests, visitors, or invitees. Each Lot Owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss resulting from any such damage or waste caused by that Lot Owner or his family members, guests, visitors, or invitees; provided, however, that any invitee, guest or visitor of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

18. Maintenance. The Lots and Common Elements, including without limitation, the Landscaping Easement and Entry Monument, shall be maintained in a usable, clean, functional, aesthetic, attractive and good condition.

19. Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of his Lot. Landscaping between the sidewalk and curb must meet the Architectural control committee guidelines. Landscaping must commence with 120 days of occupancy, weather permitting. The Association is responsible for the landscaping and maintenance of the Common Elements, including without limitation, the Landscaping Easement and Entry Monument. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with community standards, as determined by the Association. The Board of Trustees may establish specific guidelines and restrictions on landscaping from time to time. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot or the Common Elements, or to detract from the uniform design and appearance of the Project.

20. Default in Fulfillment of Landscaping Obligation. If any lot owner fails to fulfill his landscaping obligations, including without limitation the Common Elements and fail to cure the default within thirty (30) days written notice the Board of Trustees shall have the right but not the duty, without further notice or warning to perform the maintenance and the cost thereof shall constitute the Individual Assessment of that Lot Owner.

21. Storage of Commercial Equipment. No lot shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or

business except as permitted by county codes for a residential area and then it should be stored out of the general view.

22. Subdivision of Lots. No Lot Owner shall at any time be permitted to subdivide or attempt to subdivide his Lot.

ARTICLE V. ARCHTECTURAL CONTROL COMMITTEE

1. Membership. The Architectural control Committee (the "ACC") shall consist of the Declarant, so long as it shall own any of the Lots in the subdivision. Thereafter the Board of Trustees or its designees shall constitute the ACC. No member of the ACC shall be entitled to any compensation for services provided.

2. Procedure. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the request shall be deemed to have been approved and the elated covenants shall be deemed or have been fully complied with.

ARTICLE VI. RIGHT OF ENTRY

1. Right of Entry. Wherever sanitary sewer connections, water connections, electricity, gas, telephone or drainage facilities are installed within the subject property, the owners of any Lot or Lots served by said connections, lines or facilities shall have the right and hereby granted an easement to the full extent necessary therefore, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portions thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without the express written authorization of the Lot Owner.

2. Maintenance Costs. The cost of maintenance of the Common Elements shall be shared equally between all Lot Owners.

3. By-Laws of Property Owners Association. The procedure for the administration and management of the Association and the subject property shall be governed by the following By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Payment of Common Expenses. In the addition, each Lot Owner hereby agrees to pay to the Board of Trustees promptly his portion of all Common Expenses, including but not limited to the cost of maintaining, repairing and replacing the entryway and street lights, the operation of all machinery and equipment related thereto, the cost of the power and electricity to operate the street lights, and all other related expenses, debts, obligations, and liabilities incurred by the Association hereunder.

    a. Purpose of Assessments. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners.

    b. Budget. Before the annual Meeting of the Association each year, the Board of Trusteed shall prepare a budget which shall set forth an itemization the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1. The budget shall be based upon advance estimates of each requirement by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include but are not limited to expenses of management, grounds maintenance and repair of the entry way and the street lights premiums, for all insurance which the Board of Trustees is required or permitted to maintain, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creating of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the Owners under and by reason of this Declaration.

    c. Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a Majority of the Members of the Association. Notwithstanding the foregoing, however, if the Membership disapproves the proposed budget and Assessments or the Board of Trustees fails for any reason to establish the budget and Common Elements Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the budget and the Common Elements Assessments in the affect for the then current year shall continue for the succeeding year.

    d. Method of Payment. The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid.

e. Equitable Changes. If the aggregate of all payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Trustees may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior written notice of any proposed change before it becomes effective.

5. Personal Obligation of Owner. Lot Owners are jointly and severally liable to pay all Assessments and Additional Charges; provided, however no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trusts deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

6. Declarants Rights. Declarant is not obligated to pay for any Common Expenses on any Lots it may own until the following events have occurred; (a) a home has been constructed on the Lot, (b) a permanent certificate of occupancy has been issued, and (c) the home has been sold or rented.

7. Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be otherwise entitled under Utah law, and to that extent the Owner, by accepting a deed to the Lot or as a party to any other type of conveyance, waives his right to claim the priority thereof.

8. Individual Assessments. In addition, individual assessments may be levied by the Board of Trustees against a lot and its owner to pay or reimburse the Association for (a) Documents; (b) costs associated with the maintenance, repair or replacement of common elements for which the Lot owner is responsible; (c) any other charge, fee, due, expense or cost designated as an Individual Assessment in the Project documents; and (d) attorneys fees interest, and other charges relating thereto as provided in this Declaration.

9. Lien. If any Unit Owner fails to refuses to make any payment of his portion of the Common Expenses when due, in whole or in part, that amount constitutes a lien on the interest of the lot owner in the property, and upon the recording of a notice of lien upon the lot owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except; (1) tax and special assessment liens on the unit in favor the any assessing unit or special improvement district; and (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a line prior to subsequently recorded encumbrances.

10. Late Fees and Default Interest. Any Assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty Five and No/100 Dollars ($25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of one and one half percent (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.

11. Remedies. If any Assessments remain unpaid, the Board of Trustees may elect to institute a lawsuit to obtain a judgment or foreclose the lien, or both.

12. Duty to Pay Independent. The duty to pay Assessments is independent of the duty of the Association to maintain the Common Elements.

13. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owners interest therein by the Board of Trustees. The sale or foreclosure shall be conducted in the same manner as foreclosure on deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's assessments and a reasonable rental for the lot during the pendency of the foreclosure action. The Board of Trustees in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Board of Trustees elects to foreclose the lien in the same manner as foreclosures on deeds of trust, then the owner by accepting a deed to the lot or otherwise accepting conveyance of an interest in the property; hereby irrevocably appoints the attorney of the Association (provided he is a member of the Utah State Bar) as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

14. Indemnity. The Association and each lot owner, by acceptance of a deed to a lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been

an officer of the Association or Member of the said Board. The officers and members of the Board of Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers of the Association and Members of said Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of said Association (except to the extent that such officers or Member of said Board may also be members of said Association), and said Association shall indemnify and forever hold each such officer and member of said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the said Board, or former officer or Member of the said Board, may be entitled.

ARTICLE VII. INSURANCE

1. Insurance. The Association shall if reasonably available purchase and maintain adequate property insurance, public liability insurance, directors and officers insurance, and a fidelity bond.

2. Deductible. The party responsible for the loss covered by the claim shall pay for the deductible on a claim made against the property insurance policy of the Association. If multiple parties are responsible then each shall pay his proportionate share and if no party or parties are clearly responsible, then said Association shall pay the deductible.

3. Individual Insurance. Each owner and resident shall purchase and maintain adequate liability and property insurance on is lot dwelling unit, personal property and contents; provided however, no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association.

4. Priority of Coverage. In the event of duplicate coverage of a claim or loss the owner's insurance shall be primary and the insurance of the Association shall be secondary.

ARTICLE VIII. DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right title or interest in or to the property by, through or under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the

then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.

2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.

3. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules covenants, conditions and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of the binding upon all Lot owners and their heirs, successors and assigns.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the above provisions, which shall remain in full force and effect.

5. Effective Date. This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the _____ day of _____, 2015.

WILDFIRE ESTATES, LLC.

By: _____ By: _____

Greg Higley, Manager Duncan Barlow, Manager

By: _____

Aaron Eliason, Manager

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

On the ____ day of _____, 2015, personally appeared before me _____, who by me being duly sworn, did say that they are managers of WILDFIRE ESTATES, LLC., a Utah corporation, and that within and foregoing instrument was signed behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said _____, duly acknowledged to me that said Corporation executed the same.

_____
NOTARY PUBLIC
Residing At:
Commission Expires:

EXHIBIT "A" The Land described in the foregoing document is located in Davis County, Utah and is described more particularly as follow: All of Lots 101 through 128 WILDFIRE ESTATES.

Attached Exhibit "A"	Recorded plat of WILDFIRE ESTATES
EXHIBIT "B"	The land described in the attached document is the Landscape easement along 4500 West Street

Exhibit “B”

LANDSCAPE BUFFER EASEMENT (NEEDS INFORMATION)

BY-LAWS

The administration of WILDFIRE ESTATES (THE "PROPERTY") AND THE Wildfire Estates Homeowners Association. (THE "association") shall be governed by these By-laws.

1. Application of By-laws.

   All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these By-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration and these By-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Board of Trustees.

   a) The Administration of the property on behalf of the Association shall be conducted by a Board of Trustees of three (3) to nine (9) natural individuals.

   b) Unit all of the lots in the subdivision have been sold, the Declarant shall appoint all of the members of the Board of Trustees. At each annual meeting of the Association thereafter, the unit owners shall elect the members of the Board of Trustees for the forthcoming year. At least thirty (30) days prior to any annual meeting of the Association, the Board of Trustees shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Trustees) who shall recommend to owners present at the annual meeting one nominee for each position on the Board of Trustees to be filled at that particular annual meeting. Nominations for positions in the Board of Trustees may also be made by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating is willingness to serve as a member of the Board of Trustees, if elected. Members of the Board of Trustees shall be required to be unit owners, and must be natural individuals and residents of the State of Utah.

   c) Members of the Board of Trustees shall serve for a term of two (2) years. The terms of no more than three (3) members will end each year. The member of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation removal. Any member of the Board of Trustees who fails to attend three (3) consecutive

Board of Trustees meetings or fails to attend at least 25% of the Board of Trustees meetings held during any calendar year shall forfeit membership on the Board of Trustees.

d) Any member of the Board of Trustees may resign at any time by giving written notice to the president of the Association, or the remaining Board of Trustees members. Any member of the Board of Trustees may be removed from membership on the Board of Trustees by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignations, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filed by the Association for the unexpired term, if any.

e) The member of the Board of Trustees shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, that any member of the Board of Trustees may be employed by the Association in another capacity and receive compensation for such employment.

f) The Board of Trustees, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the property. The Board of Trustees shall have the power, duties and responsibilities with respect to the property as contained in the act, the Declaration and these Bylaws.

g) The meetings of the Board of Trustees shall be held at such places within the State of Utah as the Board of Trustees shall determine. A majority of the member of the Board of Trustees shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees. The Board of Trustees shall annually elect all of the officers of the Association. The meeting for the election of the offices shall be held first meeting of the Board of Trustees immediately following the annual meeting of the Association.

h) Special meetings of the Board of Trustees may be called by the president or by any two (2) Board of Trustees members.

i) Regular meetings of the Board of Trustees may be held without call or notice. The person or persons calling a special meeting of the Board or Trustees shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notices need not specify the purpose for which the meeting is called; if an agenda is

prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

j) Any member of the Board of Trustees may, at any time, waive notice of any meeting of the Board of Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at a meeting shall constitute a waiver of notice of such meeting except if a Board of Trustees member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

k) The fiscal year shall be determined by the Board of Trustees.

l) Because service on the Board of Trustees is voluntary and in the interest of being sensitive to time and commitments, it is proposed that the Committee may hold meetings via telephone, so long as all members have no difficulty hearing each other. Members of the Board of Trustees or any subcommittee designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee by means of conference telephone or other similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

m) All Board of Trustees meetings shall be open to all voting member, but attendees other than members of the Board of Trustees may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such, case, the President may limit the time any such individual may speak.

n) Any action to be taken at the meeting of the Board of Trustees or any action that be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or places within the common areas within three (3) days after the written consents of all of the members of the Board of Trustees have been obtained.

o) The Board of Trustees, with approval of a majority of a quorum, adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a

privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3. Meetings of the Association.

   a) The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of unit owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.

   b) Unless otherwise determined by the Board of Trustees, the annual meeting of the Association shall be held on the first Thursday of June at 7:00 p.m. at the property or at such other reasonable date, time and place (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Trustees delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting the Board of Trustees shall furnish to the unit owners; (a) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each unit owner; and (b) a statement of the common expenses itemizing the receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the unit owners were not present at the annual meeting.

   c) Special meeting of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Trustees, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) day prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matter to be considered.

   d) Robert’s Rules of Order (latest edition) shall govern the conduct of the Association’s meeting when not in conflict with the Declaration or these Bylaws.

4. Officers.

    a) All officers and employees of the Association shall serve at the will of the Board of Trustees. The officers shall be a president, secretary and treasurer. The Board of Trustees may appoint such other assistant officers, as the Board of Trustees may deem necessary. No officer shall be required to be a unit owner but the president must be a member of the Board of Trustees. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Trustees and may be removed and replaced by the Board of Trustees.

    b) The president shall be the chief executive of the Board of Trustees and shall preside at all meeting of the unit owners and of the Board of Trustees and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts that the Board of Trustees may require.

    c) The secretary shall keep minutes of all proceedings of the Board of Trustees and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Trustees. In the absence or inability of the president the secretary shall perform the functions of the president.

    d) The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

5. Litigation.

    a) If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiffs expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the unit owners or against the Board of Trustees, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be bourn by all the unit owners. The plaintiffs expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.

    b) Complaints brought against the Association, the Board of Trustees or the officers, employees or agents thereof in their respective capacities as such or the property as a whole, shall be directed to the Board of Trustees,

which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Trustees and the unit owners and mortgagees shall have no right to participate other than through the Board of Trustees in such defense. Complaints against one or more, but less than all unit owners shall be directed to such unit owners who shall promptly give written notice thereof to the Board of Trustees and to the mortgagees affecting such units and shall be defended by such unit owners.

6. Abatement and Enjoinment of Violations by Unit Owners.

The violation of any house rules of administrative rules or regulations adopted by the Board of Trustees or the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Board of Trustees the right in addition to any other rights set forth in these Bylaws:

a) To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Trustees shall not thereby be deemed guilty in any manner of trespass; or

b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7. Accounting.

a) The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

b) At the close of each fiscal year the books and records of the Board of Trustees shall be audited by a certified public accountant approved by the Association.

c) The books and accounts of the Association shall be available for inspection at the office of the Association by any unit owner or his authorized representative during regular business hours.

8. Special Committees.

The Board of Trustees by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Trustees. Such special committees shall keep regular minutes of their proceeding and report the same to the Board of Trustees when required. The members of such special committee or committees designated shall be appointed by the Board of Trustees or the president. The Board of Trustees or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

9. Amendment of Bylaws.

These By-laws may be amended by a majority affirmative vote of the Association at a meeting duly called for such purposes. Any material amendment to these Bylaws must be approved in writing by all mortgagees as defined in the Declaration. Upon such an affirmative vote, the Board of Trustees shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the unit owners and mortgagees where necessary and the amendment shall be effective upon recording.

10. Severability.

The provision hereof shall deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

11. Captions.

The captions herein are inserted only as a matter of convenience and for the reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

12. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of which they are a part.

IN WITNESS HEREOF, the undersigned have executed these covenants and restrictions the _____ day of _____, 2015.

WILDFIRE ESTATES, LLC.

By: _____
Greg Higley, Manager

By:_____
Duncan Barlow, Manager

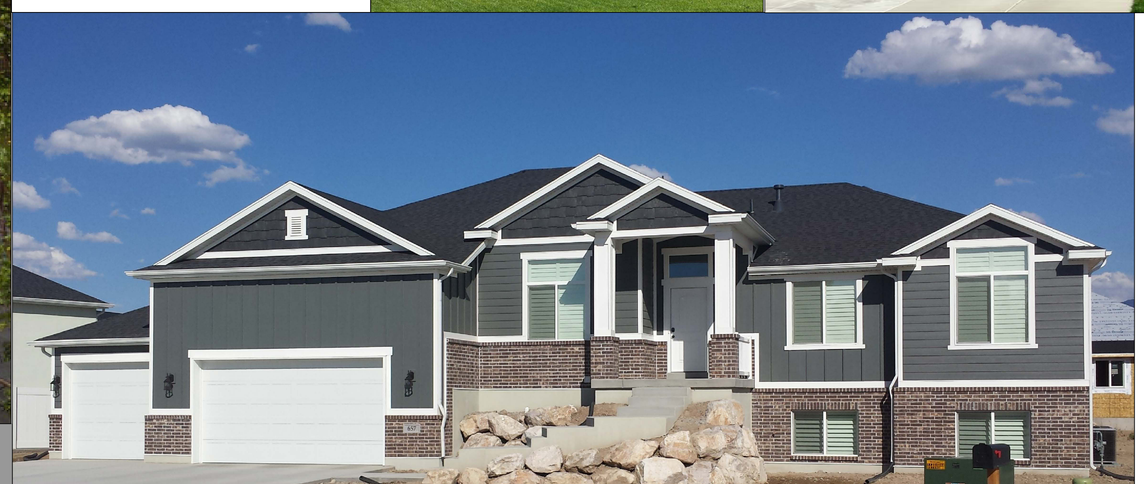
By: _____
Aaron Eliason, Manager

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me _____, who by me being duly sworn, did say they are managers of TRAILS EDGE, LLC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said _____ did duly acknowledge to me that said Corporation executed the same.

_____
NOTARY PUBLIC
Residing At:
Commission Expires:

WILDFIRE ESTATES



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Architecture • Planning
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Henderson, Nevada 89074
Phone 702.205.4627
Fax 702.433.4586
www.msarchitecture.com

DATE: 10/31/13

WILDFIRE ESTATES SUBDIVISION

200 SOUTH 4700 WEST
WEST POINT, UTAH

PRELIMINARY PLAT

PROJECT NUMBER L2365 | PRINT DATE 9/27/16
DRAWN BY A.SHELBY | CHECKED BY K.RUSSELL
PROJECT MANAGER K.RUSSELL

1 of 1

ENSIGN
THE STANDARD IN ENGINEERING

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1485 W. Hill Field Rd., Ste. 204
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CEDAR CITY
Phone: 435.865.1453

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FOR:
Duncan Barlow
377 North Main Street
Layton, UT 84041
CONTACT:
Duncan Barlow
PHONE: 801-898-0643

VICINITY MAP
NO SCALE
WEST POINT, DAVIS COUNTY, UTAH

HORIZONTAL GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
HORZ: 1 inch = 100 ft.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 6 TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

LAND USE NOTES:
1. MIN LOT FRONTAGE 85 FEET
2. AVERAGE LOT FRONTAGE _____FEET
3. AVERAGE LOT SIZE 14,510 SQ.FT
4. SMALLEST LOT SIZE 12,008 SQ. FT.
5. LARGEST LOT SIZE 34,729 SQ. FT.

City Council Staff Report

Subject: General Plan Update
Author: Boyd Davis
Department: Community Development
Date: February 7, 2017

Background

A joint meeting of the City Council and Planning Commission was held on March 1, 2016 to kick off the update to the General Plan and it was officially opened with a public hearing on May 26, 2016. Since that time the Planning Commission has been reviewing and preparing a proposal. The Planning Commission has finished their proposal and it is now in the City Council's hands to approve or modify the proposal.

Analysis

The attached map shows the areas that have been discussed by the Planning Commission. Each number designates a location on the map that has been revised or was reviewed. Staff would like to discuss each location with the City Council to explain the reasoning for changes and to gather input from the Council.

One area that was the focus of many discussions is area 16, also known as the church farm. There have been many ideas for this area including a mixed use area, high density residential, industrial uses, a destination retail area similar to Farmington Station, and other ideas. The most significant part of the proposal is the inclusion of a new high density residential (apartments) zone near the Smith's Marketplace development. Any direction from the Council with regards to this area would be appreciated.

The next steps will be to hold a public hearing with the City Council after which the General Plan can be considered for adoption. If the Council would like to engage the residents in another way, such as an open house, Staff would be happy to make the arrangements.

Recommendation

No action required. This is for discussion only.

Significant Impacts

None

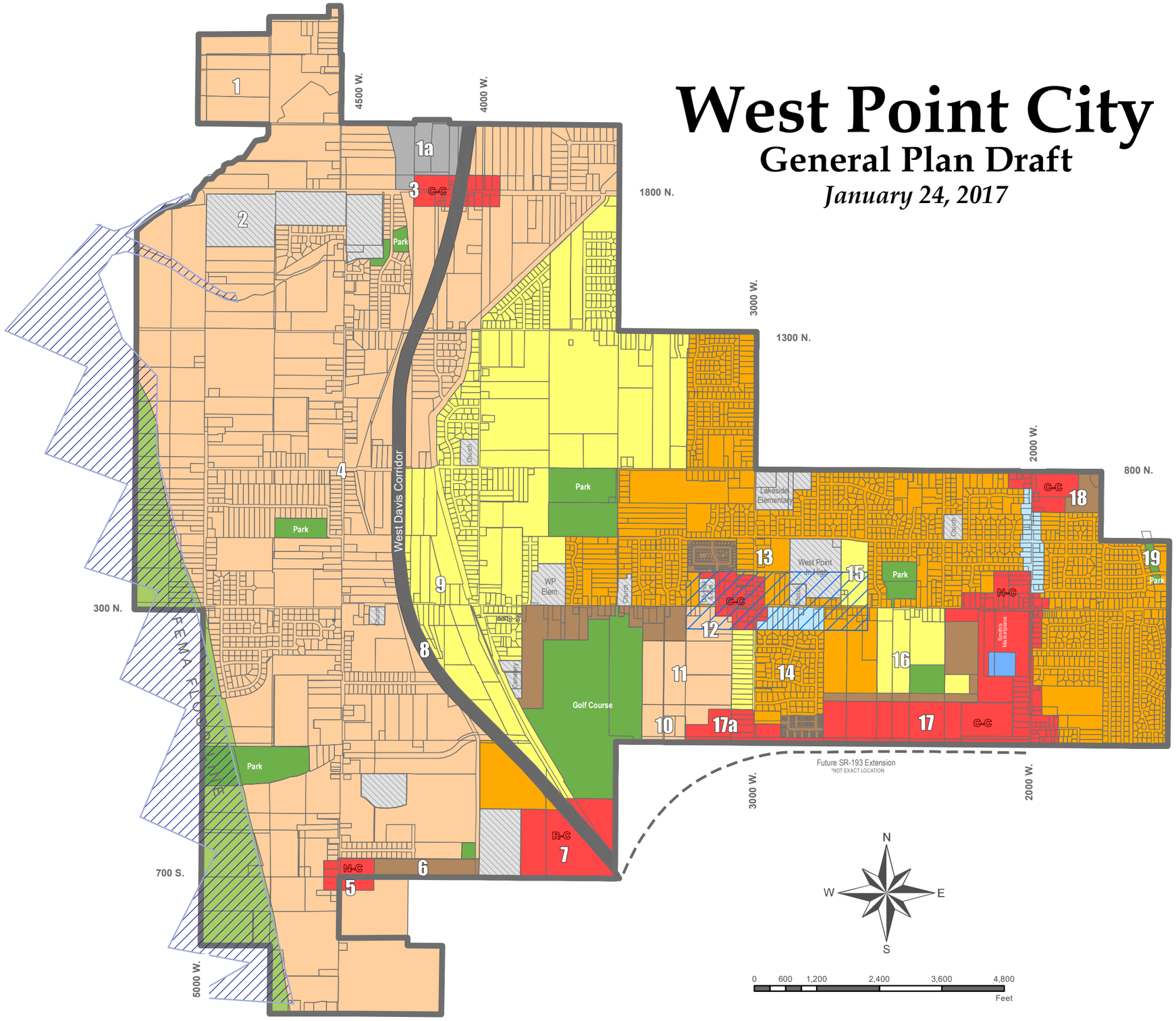
Attachments

Map

West Point City

General Plan Draft

January 24, 2017



R-1 (RESIDENTIAL 2.2 UNITS PER ACRE)
R-2 (RESIDENTIAL 2.7 UNITS PER ACRE)
R-3 (RESIDENTIAL 3.6 UNITS PER ACRE)
R-4 (RESIDENTIAL 8.0 UNITS PER ACRE)
R-5 (RESIDENTIAL 20 UNITS PER ACRE)
A-5 (AGRICULTURAL AND FARM INDUSTRY 1 UNITY PER 5 ACRES)
A-40 (AGRICULTURAL 1 UNITY PER 5 ACRES)
N-C (NEIGHBORHOOD COMMERCIAL)
C-C (COMMUNITY COMMERCIAL)
R-C (REGIONAL COMMERCIAL)
P-O (PROFESSIONAL OFFICE)
R/I-P (RESEARCH AND INDUSTRIAL PARK)

PARKS / RECREATIONAL

CENTRAL BUSINESS DISTRICT

PUBLIC / INSTITUNTIONAL

LEGACY HIGHWAY

ACTION:

1 - Satisfied	10 - More Discussion	1a - Satisfied
2 - Satisfied	11 - Satisfied	17a - Satisfied
3 - Satisfied	12 - More Discussion	19 - Satisfied
4 - Satisfied	13 - Satisfied	
5 - Satisfied	14 - Satisfied	
6 - Satisfied	15 - Satisfied	
7 - Satisfied	16 - More Discussion	
8 - Satisfied	17 - Satisfied	
9 - More Discussion	18 - Satisfied	

West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
January 17, 2017

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

City Manager
Kyle Laws

Administrative Session

6:00 pm – Board Room

Minutes for the West Point City Council Administrative Session held at West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on January 17, 2017 at 6:00 pm with Mayor Craythorne presiding.

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

EXCUSED: None

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

VISITORS: Jeff MacFarlane (Planning Commissioner), Allison Hepworth, and Kathy Thompson

1. **Discussion Regarding the West Point City Council Meeting Schedule for Calendar Year 2017 – Mrs. Casey Arnold**
   Mrs. Arnold stated that the Council needs to set the Meeting Schedule for 2017. Traditionally, the Council has met the 1st and 3rd Tuesday of each month, and the 2017 calendar follows that same schedule. There will not be a meeting on July 4th (Independence Day) or November 7th (Election Day), and the schedule can be changed as needed with proper noticing. The schedule needs to be approved by ordinance in the General Session.

2. **Discussion Regarding General Plan Update – Mr. Boyd Davis**
   (This item was discussed after item 5 of the Administrative Session)
   Mr. Davis stated that the Planning Commission has voted on and approved its proposal for the General Plan Update and passed it on to the City Council for their review, discussion, and final approval. The Planning Commission has numbered different parts of the City and designated them as "satisfied" or "more discussion needed". Mr. Davis stated that Area 16 is the "Church Farm" area behind Smith's and has been heavily discussed; there have been suggestions of a development similar to Station Park in Farmington, a community park, or other recreational use. The City Planner's proposal was to keep the area mostly residential, with an area zoned for parks/recreational use, which was ultimately how the Planning Commission proposed to zone that area. Jeff MacFarlane of the Planning Commission was in attendance at the meeting and commented that the owners of the Smith's development would like to have more homes or dwellings close to the development for a larger customer base, and so leaving part of this area for residential would satisfy that need, as well as designating an area east of it for multi-family housing (apartments). Commissioner MacFarlane continued to say that there was no desire of the Planning Commission to have apartments "all over West Point", but that this would be a good area for them.

   Council Member Petersen commented that at a recent conference he attended, he became aware of how popular and appealing apartment complexes are becoming; demographics are changing both with the younger generations that do not want to own and take care of a detached house, as well as the older generations who are at a point in their lives

where taking care of a house is becoming too much work for them. His previous perception of apartments as lower income housing has changed, and he has realized that the complexes can now be very high quality developments with lots of amenities. Mr. Davis agreed and stated that the Planning Commission has started discussing the details of what the Code language should be to ensure high quality, aesthetically pleasing, and enduring high density housing. Council Member Dawson also agreed and commented that "walkable communities" are becoming more and more popular, and planning for those types of developments may want to be taken into consideration. Council Member Turner commented that although the need for mass transit is probably in the far future, it may also need to be planned for.

Areas 10, 11, and 12 were previously zoned as R-5, and as Mr. Davis explained, the Planning Commission has proposed to change it to a R-1 zone (2.2 units per acre). Mayor Craythorne stated that there is currently a mentality of a divide between the east and the west side of the City – the east is higher density housing with smaller lot sizes, and the west has larger lot sizes. "Mixing up the zones" would help to offer different products all over the City; changing these particular areas to R-1 and requiring bigger lot sizes next to the golf courses could have the potential for large estate lot developments on the east side of the City.

After lengthy discussion, Area 1a is proposed by the Planning Commission to be the best place to be zoned industrial, if there is to be any in West Point, as it will be the interchange of Legacy Highway and 1800 N. Mr. Laws commented that it might be a good idea to designate an industrial zone on the east side of the Highway in this area as well to act as a buffer between the Highway and homes. Council Member Petersen agreed with that idea. Council Member Henderson asked if there was an estimate on when the interchange of I-15 and 1800 N would be completed. Mr. Laws stated that UDOT has told him it is on their schedule as the next big project.

Mayor Craythorne stated that he would like the Council Members to analyze the proposal, discuss any comments or suggestions with Mr. Davis or Mr. Moyes, and be prepared to have an in-depth discussion at a future work session.

3. **Discussion Regarding Don Fowers' Subdivision Plat Amendment at 2315 N 4500 W – Mr. Boyd Davis**
   Mr. Laws discussed this item with the Council and stated that the amendment involves splitting Lot 3 of the subdivision located at 2315 N 4500 W into two lots. Previously, the owner of Lot 3 split the lot into two parcels, but did not go through the amendment process and the split was never recorded. The issue was discovered when the owners, the Hepworth's, of the south parcel recently inquired about applying for a building permit. Mrs. Hepworth was in attendance at the meeting and stated that they are in the process of getting the utilities installed. Mr. Laws stated that Staff has reviewed the application, and recommends approval of the amendment.

4. **Discussion Regarding the Bennett Century Farms Subdivision Located at Approximately 1100 N 4000 W – Mr. Boyd Davis**
   Mr. Davis stated that the first phase of this subdivision is at roughly 1100 N on 4000 W and is made up of 12 large lots, which are at or near one acre. The Planning Commission has approved the subdivision. The developer will be required to implement landscaping along 4000 W, but no HOA will be required to maintain it, as the two end lots will be maintaining it as per City Code. Council Member Petersen inquired as to the drainage plan for the subdivision, to which Mr. Davis replied that it would drain to a detention pond to the north of this first phase. Council Member Chatterton asked for confirmation that there was adequate room along 1100 N for a turn-a-round, and Mr. Davis stated that the North Davis Fire District confirmed that the intersection at 3875 W and 1100 N allowed for enough room for their apparatus to get turned around.

   Council Member Petersen inquired as to whether the subdivision to the west, Lot 1 of Colleen's Estates (a single lot subdivision), would be included into the Bennett Century Farms Subdivision and therefore have curb, gutter, and sidewalk installed in front of it as well. Mr. Davis stated that it would not be included. The Council was concerned that because this lot separates phase 1 from phase 2, there would be a break between the curb, gutter, and sidewalk and directed Staff to research how to avoid this issue in the future, and what can currently be done to have it installed on this lot as well.

5. **Discussion Regarding a Betterment Agreement for the 2000 West Widening Project – Mr. Boyd Davis**
   Mr. Davis explained that there are several underground utility upgrades that must be done prior to the construction of

the 2000 W widening. Once the road is complete, it will be very expensive and cost prohibitive to install or upgrade any new utilities. UDOT has agreed to complete the work on behalf of the City, but an agreement for payment of the costs must be executed before they will begin work.

The utility upgrades requested include the following items:

- A new 12" waterline from 300 N to 470 N
- Replacement of existing waterlines crossing 2000 W at each intersection between 200 S and 470 N
- Replacement of all water service lines going to existing homes along 2000 W. Staff has also requested the water lines be placed in sleeves to provide easy access in the future
- Replacement of the sewer lines crossing 2000 W at 75 S, 200 W, and 150 N

UDOT has also videoed each sewer lateral to existing homes and will be covering the costs to replace each one (about half) that needs to be replaced.

The cost for the water and sewer upgrades are estimated to be about $389,000. The City has budgeted $600,000 for all of the water upgrades, which included upgrading the water line up to 800 N. This first upgrade up to 470 N will use a large part of that full project budget, and so the budget will need to be adjusted as the 2000 W widening project continues. The design work for the project was estimated at $43,925.96. UDOT also issued a lump sum credit of $10,600 for project impacts eliminated by Betterment Work. The total estimated cost of the requested upgrades is $422,424.92. The Council agreed with Staff that entering into a contract with UDOT to complete the upgrades in connection with the road widening is the most efficient way to ensure that the City has reliable infrastructure for future growth.

The Administrative Session adjourned.

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

City Manager
Kyle Laws

West Point City Council Meeting
3200 West 300 North
West Point City, UT 84015
January 17, 2017

General Session
7:00 pm – Council Room

Minutes for the West Point City Council General Session held at the West Point City Hall, 3200 West 300 North, West Point City, Utah 84015 on January 17, 2017 at approximately 7:00 pm with Mayor Craythorne presiding.

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

EXCUSED – None

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

VISITORS PRESENT – Allison Hepworth, Kathy Thompson, Brad Lee, A.J. Carlson, Sam Ross, Jackson Haugen, David Carlson, Zerin Stephens, Jon Schneiter, Chad Corgiat, Kai Fowers, Mike Liegert, Jason Caldwell, Scott Carlson, Tami Matthews, Dave and Jean Matthews, Kathy Musselman-Facer, Landon Weise, Jordan Wendel, Dylan Call, Parker Leak, Robert Watry, Brian Vincent, Matt Yeates, and Ben Taylor

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

   Council Member Turner – no comment

   Council Member Henderson – no comment

   Council Member Petersen – no comment

   Council Member Dawson – At the last North Davis Sewer District meeting, Council Member Dawson stated that he was elected to serve as Vice-Chair on the Board for this District. There was also discussion at the meeting regarding changes to the agreement between West Point City and the NDSD for sewer replacement, but the agreement ultimately passed with no problems.

   Council Member Chatterton – no comment

   Mayor Craythorne – Stated that at the end of December, he read a post on Facebook regarding an urban deer population in the City. Later that afternoon, the Facebook post had received numerous comments from residents, sharing information, observations, and suggestions back and forth. The Mayor stated that he was not previously aware of the situation, but has since learned that there are about 20 deer living near Schneiter's Bluff Golf Course that are causing damage to the course and to the lawns, gardens, and fields of surrounding homes. The Mayor stated that he has lived his whole life in the area, and deer sightings were few and far between. This is a new issue in the City that has not been dealt with before.

Tammy Matthews, a neighboring resident, has reached out to the DWR as well as John Schneiter (owner of the golf course), to see what can be done to resolve the situation. The Mayor has also spoken to Randy Wood with DWR, and he outlined some solutions to the problem, and also offered to come to a City Council meeting and discuss some of those options. However, the Mayor was unable to reach Mr. Wood to set-up the details of a meeting, and instead received a return call from Ms. Channing Howard, regional biologist for DWR, who informed him that DWR does assist cities with relocation of urban deer. The Mayor stated that he himself has participated in a deer relocation project, and there are pros and cons to this option. There are issues of property rights vs. animal rights, and in DWR's experience, residents are usually split 50/50 and it can become a contentious issue. Ms. Howard also stated that relocation has a 50% mortality rate on the female deer that are relocated after one year.

Mayor Craythorne opened the discussion up to residents to make comments on this issue, rather than during the citizen comment period, so that there could be an open discussion. He invited those wishing to comment to come to the podium, state their name and address, and explain their position. Those wishing to make comment on other issues would be invited to do so during the regular citizen comment period.

Tammy Matthews – 3635 W 300 N: Mrs. Matthews thanked the Mayor and Council for their concern in addressing this issue, and felt that the logistics of how the deer were getting into the City also needed to be considered. Like the Mayor, she has lived in West Point for many years and this is a new problem. Mrs. Matthews suggested that the previous year's fire in the marsh area and the building in the area may be driving them to cross the causeway into the City. She commented that there have been issues with residents being concerned about seeing hunters in the area, not knowing that they have been granted depredation tags, and calling the Sherriff in alarm. She also commented that a family member living on 2000 W has seen the deer in their yard, indicating that the deer are moving farther east into the City. Mrs. Matthews would like to have the citizens and the City discuss a solution to the problem now to avoid serious issues in the future.

Jon Schneiter – 595 N 4100 W: Mr. Schneiter thanked Mrs. Matthews for her efforts to resolve this issue. He stated that the DWR gave him five depredation tags, and told him that would be the best way to get rid of the deer. Mr. Schneiter did not wish to kill the deer, and asked if transplanting them to another location was an option, to which DWR told him that could not be done. Mr. Schneiter was encouraged to hear that relocation might now be an option DWR would be willing to assist with. He continued to state that while he has seen two or three deer at the golf course in previous years, this herd is much larger and is only going to increase in size. He has two full-time employees that spend their time repairing the damage done to the greens by the deer. Mr. Schneiter stated that he could simply build a fence to protect his golf course, but that does not solve the problem for the citizens of West Point. He hoped that a solution could be reached soon.

David Matthews – 3635 W 300 N: Mr. Matthews stated that he has observed these deer, and found that they are totally unpredictable. While he likes to watch them graze and spar, he knows that deer are migratory animals and have come up through the swamp into his field and onto the golf course. He has seen them cross the highway, in the daylight, and believes this is a serious public safety issue that goes beyond just a problem of the deer being in his field or damaging the course. Mr. Matthews would like to see this issue addressed before anybody gets hurt.

Mayor Craythorne stated that Staff will set up a time for Ms. Howard to speak with Council about her experience with urban deer populations and the different options in resolving the issues with such.

5. Communications from Staff

Mr. Laws stated that he received a letter from the Rural Water Association of Utah stating, in part, "We are pleased to inform you that you have been selected to receive the Rural Water Association of Utah's Award of Excellence for outstanding water service to customers." The City will receive this award at the Association's conference in St. George on March 1st. Mr. Laws stated that this is a huge accomplishment for the City, namely Paul Rochell and his Public Works Department. They take great pride in the service they provide to residents, and this award is a great thing for the City to be proud of.

6. Citizen Comment Follow-Up

Mr. Laws stated that there was a comment made by Mrs. Kathy Musselman-Facer at the previous meeting regarding cemetery regulations of visiting hours. She addressed the Council because she frequently visits the cemetery to visit her deceased husband, and it was brought to her attention that according to a sign at the cemetery and the current City Code, she was in violation of designated visiting hours. Mr. Laws stated that the sign has been removed, but there is still some language in the Code that may prohibit visiting the cemetery after dark. Mrs. Facer had commented that there have been times when she has felt the need to visit her late husband late at night or in the early hours of the morning, and she would like the Council to consider changing the Code to allow for patrons to do such.

The Council directed Staff to place this item on a future agenda for discussion.

7. Citizen Comment

Matt Yeates – 956 W 2985 S: Mr. Yeates stated that he owns the property on the north side of 700 S adjacent to the long piece of land currently zoned as Research/Industrial, but is now being proposed to be zoned R-4 in the General Plan Update (Area 6). He would like to suggest that if it is rezoned, that the rezone include his parcel as well. Mr. Yeates stated that this would be a good land use of the area, as it would be a buffer between the Public/Institutional zone to the east and community commercial zones to the west. There are higher density projects just across the street in Syracuse as well, and it would be more aesthetically pleasing to have a large development area versus a long, narrow neighborhood.

Scott Carlson – 464 N 3830 W: Mr. Carlson lives to the northwest of West Point Elementary, and stated that he currently looks out on dirt mounds, weeds, debris, etc., in the unfinished park extension area. He would like to know the timeline of the completion of the project, particularly when clean-up of the dirt and debris will be done.

8. Youth Council Update

None

9. Consideration of Approval of Minutes from the December 20, 2016 City Council Meeting

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

10. Consideration of City Council Member Appointments to the North Davis Fire District – Mayor Erik Craythorne

Mayor Craythorne stated that with the advice and consent of the Council, he would recommend reappointing himself, Council Member Gary Petersen and Council Member Jerry Chatterton to the North Davis Fire District Board for 2017.

Council Member Dawson motioned to approve the appointments of Mayor Erik Craythorne, Council Member Gary Petersen, and Council Member Jerry Chatterton to the North Davis Fire District Board

Council Member Henderson seconded the motion
The Council unanimously agreed

11. Recognition of Planning Commissioner John Detamore – Mayor Erik Craythorne

John Detamore was unable to attend the meeting, and would be recognized at the meeting on February 7, 2017.

12. Appointment of West Point City Planning Commissioners – Mayor Erik Craythorne

The Mayor explained that Planning Commissioners serve for terms of three years, and three commissioners' terms expired in 2016. Those Commissioners are Brian Vincent, Curtis Seeds, and John Detamore. John Detamore has served on the Commission for over ten years, and has chosen not to be reappointed. Jake Sheppard has previously served on the Commission and expressed a desire to serve again. Therefore, with the advice and consent of the Council, Mayor Craythorne recommends appointing Brian Vincent, Curtis Seeds, and Jake Sheppard to serve on the Commission for the next three years.

Council Member Petersen motioned to approve the appointment of Brian Vincent, Curtis Seeds, and Jake Sheppard to the West Point City Planning Commission
Council Member Chatterton seconded the motion
The Council unanimously agreed

Mr. Laws stated that Brad Lee has served as the Chair and Curtis Seeds as the Vice-Chair of the Planning Commission. Both have elected not to be reappointed to those positions. At their previous meeting, the Commission approved Brian Vincent as the new Chairman and Jeremy Strong as the Vice-Chair. The Mayor thanked Commissioners Lee and Seeds for their service in those positions, and thanked the whole Commission for their work and desire to do what is best for the City of West Point.

13. Consideration of Ordinance No. 01-17-2017A, an Ordinance Setting the West Point City Council Meeting Schedule for Calendar Year 2017 – Mayor Erik Craythorne

Mayor Craythorne stated that the Council must set their meeting schedule each year. The Council meetings are scheduled for the 1st and 3rd Tuesday of each month, but may be cancelled for holidays, etc.

Council Member Turner motioned to approve Ordinance No. 01-17-2017A
Council Member Petersen seconded the motion
The Council unanimously agreed

Roll Call Vote
Council Member Turner – Aye
Council Member Henderson – Aye
Council Member Petersen – Aye
Council Member Dawson – Aye
Council Member Chatterton – Aye
The Council unanimously agreed.

14. Consideration of Resolution No. 01-17-2017A, Approving a Betterment Agreement for the 2000 West Widening Project – Mr. Boyd Davis

Mr. Davis explained that with the reconstruction and widening of 2000 W, the City has asked UDOT to upgrade the City's underground water and sewer utility lines in the area in conjunction with the roadwork to avoid the costs of upgrading them after the road is completed. UDOT has agreed to complete the upgrades while in the process of constructing the road, and the full cost of the project is $486,000. This amount is within budget, and Staff recommends approval of the Betterment Agreement with UDOT to complete the upgrades.

Council Member Henderson motioned to approve Resolution No. 01-17-2017A
Council Member Turner seconded the motion
The Council unanimously agreed

15. Consideration of Final Approval of the Don Fowers' Subdivision Plat Amendment at 2315 N 4500 W – Mr. Kyle Laws

Mr. Laws stated that the previous owner of Lot 3 of this subdivision split it into two parcels and sold the two parcels separately, but did not go through the proper plat amendment process. The new owner of the southern parcel attempted to apply for a building permit, and the issue was discovered. The owners have applied to have the plat properly amended so that they can apply for a building permit. Staff recommends approval of the amendment.

Council Member Petersen motioned to approve the Don Fowers' Subdivision Plat Amendment
Council Member Dawson seconded the motion
The Council unanimously agreed

16. Motion to Adjourn General Session

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

	February 7, 2017		February 7, 2017
MAYOR ERIK CRAYTHORNE	DATE	CASEY ARNOLD, CITY RECORDER	DATE

City Council Staff Report

Subject: Subdivision Warranty – Wise Country Meadows 3
Author: Boyd Davis
Department: Community Development
Date: February 7, 2016

Background

The Wise Country Meadows Phase 3 Subdivision is located at 600 N 3150 W. The developer has completed all the required improvements and is now asking that the subdivision be placed on a 1 year warranty.

Analysis

The subdivision has been inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The subdivision will be placed on a one year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

Recommendation

It is recommended that the City Council place Wise Country Meadows Phase 3 on a one year warranty

Significant Impacts

None

Attachments

None

City Council Staff Report

Subject: Bennett Century Farms Phase 1 subdivision
Author: Boyd Davis
Department: Community Development
Date: February 7, 2017

Background

The Bennett Century Farms Phase 1 subdivision is a thirteen lot subdivision located at 1100 N 4000 W. The subdivision will be developed by Craythorne Construction.

Analysis

The subdivision consists of lots ranging in size from 18,000 sq. ft. to 33,000 sq. ft. Most the lots are ¾ of an acre and are intended to be "estate lots". The size of the lots meets the requirements of the recently adopted zoning changes, which require a minimum lot size of 14,000 sq. ft.

The Planning Commission approved the subdivision on January 12th.

The following items have not been completed:

- Minor corrections on the plat
- Approval from the North Davis Fire District
- A payback agreement must be satisfied (can be done at time of recording)
- Approval from the Davis & Weber Canal Co.
- A landscaping plan for the detention pond. (can this be done on the next phase?)

Recommendation

Staff recommends approval subject to the items listed above being completed.

Significant Impacts

There are no significant impacts at this time.

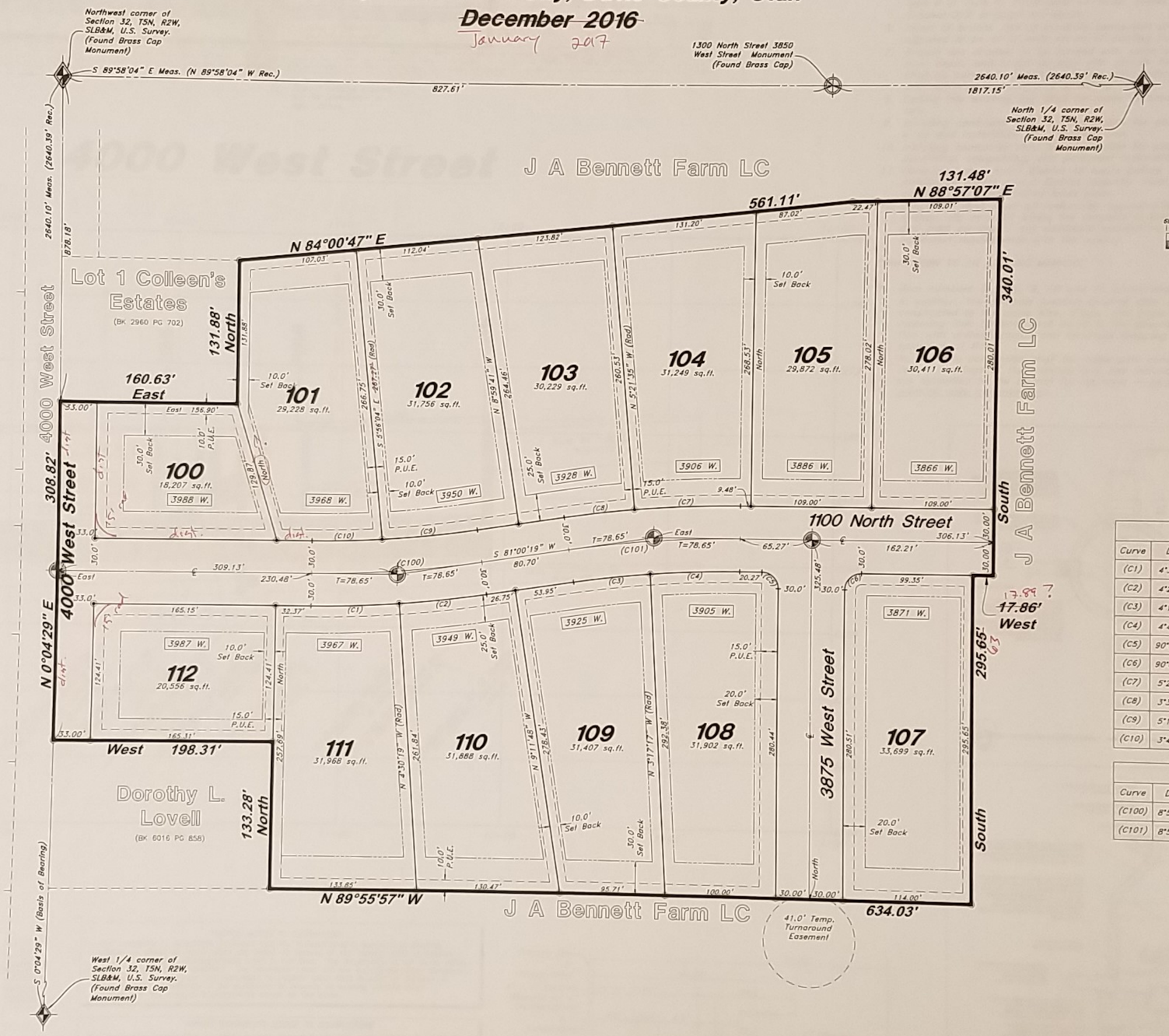
Attachments

Plat

Bennett Century Farms - Phase 1

A part of the Northwest Quarter of Section 32, T5N, R2W, SLB&M, U.S. Survey West Point City, Davis County, Utah

~~December 2016~~ January 2017



Scale: 1" = 60'

Graphic Scale

LEGEND

- Set Nail & Washer
- Set 5\8 x 24" Rebar & GBE Cap
- Section Corner
- Street Monument
- Existing Street Monument
- P.U.E. Public Utility Easement
- (Rad) Radial
- (N/A) Not Radial

PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	4°30'19"	1030.00'	80.99'	80.97'	N 87°44'50" E
(C2)	4°29'22"	1030.00'	80.70'	80.68'	N 83°15'00" E
(C3)	4°10'29"	970.00'	70.68'	70.66'	N 83°05'34" E
(C4)	4°49'12"	970.00'	81.60'	81.58'	N 87°35'24" E
(C5)	90°00'00"	15.00'	23.56'	21.21'	S 45°00'00" E
(C6)	90°00'00"	15.00'	23.56'	21.21'	N 45°00'00" E
(C7)	5°23'09"	1030.00'	96.82'	96.78'	S 87°18'26" W
(C8)	3°36'32"	1030.00'	64.88'	64.86'	S 82°48'35" W
(C9)	5°11'21"	970.00'	87.85'	87.82'	S 83°36'00" W
(C10)	3°48'20"	970.00'	64.43'	64.42'	S 88°05'50" W

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	8°59'41"	1000.00'	156.99'	156.83'	S 85°30'10" W
(C101)	8°59'41"	1000.00'	156.99'	156.83'	S 85°30'10" W

NOTE:

1. Landscaping and Landscaping maintenance frontage of 4000 West Street shall be the responsibility of the owners of Lots 100 and 112.

GREAT BASIN ENGINEERING

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www.greatbasinengineering.com

Sheet 2 of 2

DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY: _____
DEPUTY

06N306-PH1