



**WEST POINT CITY COUNCIL  
MEETING NOTICE & AGENDA  
JUNE 18<sup>th</sup>, 2024  
WEST POINT CITY HALL  
3200 W 300 N | WEST POINT, UT**

Mayor: Brian Vincent  
Council: Jerry Chatterton, Mayor Pro Tem  
Annette Judd • Michele Swenson  
Brad Lee • Trent Yarbrough  
City Manager: Kyle Laws

- THIS MEETING IS OPEN TO THE PUBLIC AND HELD AT WEST POINT CITY HALL
- A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:  
» Online: <https://us02web.zoom.us/j/87261267163>   » Telephone: 1(669) 900-6833 – Meeting ID: 872 6126 7163

**ADMINISTRATIVE SESSION – 6:00 PM**

1. Discussion Regarding the FY2025 Budget for West Point City & the CDRA, and the 2024 Property Tax Rate – *Mr. Ryan Harvey* pg. 5
2. Discussion Regarding the Fraud Risk Assessment – *Mr. Ryan Harvey* pg. 20
3. Discussion Regarding the “Ivy Meadows & Adjoining Properties” Annexation Petition – *Mr. Kyle Laws* pg. 23
4. Discussion Regarding Amendments to Accessory Building Requirements – *Mrs. Bryn MacDonald* pg. 37
5. Other Items

**COMMUNITY DEVELOPMENT & RENEWAL AGENCY BOARD MEETING**

1. Call to Order
2. Consideration of Resolution No. R06-18-2024A, Approving the FY2025 Final Budget for the CDRA – *Mr. Ryan Harvey* pg. 8
  - a. Public Hearing
  - b. Action

**GENERAL SESSION – 7:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought (*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 (*Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives*)
7. Recognition of the 2024 Woman of Honor and Grand Marshal – *Mayor Brian Vincent* pg. 23
8. Decision to Deny or Accept for Further Consideration the “Ivy Meadows & Adjoining Properties” Annexation Petition – *Mr. Kyle Laws*
9. Consideration of Approval of Resolution 06-18-2024A, Approving an Agreement with Weber Basin Water Conservancy District for Use of the Customer Portal – *Mr. Boyd Davis* pg. 44
10. Consideration of Approval of Resolution No. 06-18-2024B, Approving an Amendment to the Memorandum of Understanding with the North Davis Sewer District – *Mr. Boyd Davis* pg. 55
11. Consideration of Approval of Resolution No. 06-18-2024C, Approving a Grant Agreement with Davis County for the 700 S Road Project – *Mr. Boyd Davis* pg. 63
12. Consideration of Approval of the Maximum Allowable Property Tax Rate for Truth in Taxation Notices & Hearings – *Mr. Ryan Harvey* pg. 5
13. Consideration of Approval of Resolution No. 06-20-2024D, Approving the FY2025 Fee Schedule – *Mr. Ryan Harvey* pg. 10
  - a. Public Hearing
  - b. Action
14. Consideration of Approval of Resolution No. 06-18-2024E, Approving a Development Agreement with S7RJ Properties, LLC for Property at 25 S 2000 W Big-O Tires – *Mrs. Bryn MacDonald* pg. 72
15. Consideration of Approval of Ordinance No. 06-18-2024A, Rezoning Property Located at 25 S 2000 W from R-2 to L-C (Big-O Tires) – *Mrs. Bryn MacDonald* pg. 72
  - a. Public Hearing
  - b. Action
16. Consideration of Approval of the Site Plan for Big-O Tire Located at 25 S 2000 W – *Mrs. Bryn MacDonald* pg. 72
17. Motion to Adjourn the General Session

Posted this 14<sup>th</sup> day of June, 2024: \_\_\_\_\_

*Casey Arnold*

Casey Arnold, City Recorder

---

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above June 18, 2024 West Point City Council Meeting Notice & Agenda was posted on the date indicated in the following locations: 1) West Point City Hall, 2) official City website at [www.westpointcity.org](http://www.westpointcity.org), and 3) the Utah Public Notice Website at [www.utah.gov/pmn](http://www.utah.gov/pmn).

*Casey Arnold*

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-776-0970.

## TENTATIVE UPCOMING ITEMS

Date: **07/02/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding the Site Plan for the Salt Grass Townhomes Located at Appx. 1800 N 4500 W – Mrs. Bryn MacDonald
2. Discussion Regarding Amendments to the PRUD Zone & Development Agreements – Mrs. Bryn MacDonald

General Session – 7:00 pm

1. Youth Council Update
2. Consideration of Approval to Award the Bid for the Sewer Pipeline for the Sewer Expansion Project – Mr. Boyd Davis
3. Consideration of Approval to Place the Dahlia Estates Subdivision on One-Year Warranty – Mr. Boyd Davis
4. Consideration of Approval of Ordinance No. \*\*, Amending WPCC Section \* Regarding Accessory Buildings – Mrs. Bryn MacDonald
  - a. Public Hearing
  - b. Action

---

Date: **07/16/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding FY2025 Final Budget & 2024 Property Tax Rate for West Point City – Mr. Ryan Harvey

General Session – 7:00 pm

1. Consideration of Approval of the Site Plan for the Salt Grass Townhomes Located at Appx. 1800 N 4500 W – Mrs. Bryn MacDonald
2. Consideration of Approval of Ordinance No. \*\*, Amending WPCC Section \* Regarding PRUD Zone & Development Agreements – Mrs. Bryn MacDonald
  - a. Public Hearing
  - b. Action

---

Date: **08/06/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding \*\*

General Session – 7:00 pm

1. Youth Council Update

Date: **08/20/2024**

Administrative Session – 6:00 pm

1. Quarterly Financial Update – Mr. Ryan Harvey
2. Discussion Regarding FY2025 Final Budget & 2024 Property Tax Rate for West Point City – Mr. Ryan Harvey

General Session – 7:00 pm

1. \*\*

*\*Pursuant to UCA 59-2-219(8)(e)(ii) – general business items must be concluded before special budget meeting.*

SPECIAL BUDGET MEETING – 7:00 pm

1. Consideration of Approval of the 2024 Property Tax Rate for West Point City – Mr. Ryan Harvey
  - a. Public Hearing
  - b. Action
2. Public Hearing Regarding FY2025 Compensation Schedule – Mr. Ryan Harvey
3. Consideration of Approval of the FY2025 Final Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
  - a. Public Hearing
  - b. Action

---

Date: **09/03/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding the 2024 Party at the Point Celebration – Mrs. Heidi Moss

General Session – 7:00 pm

1. Update from the Davis County Sheriff's Office
2. Swearing-In of the 2024-2025 West Point City Youth Council Members – Mayor Brian Vincent

---

Date: **09/17/2024**

Administrative Session – 6:00 pm

1. Discussion Regarding \*\*

General Session – 7:00 pm

1. \*\*



# WEST POINT CITY

## 2024 CALENDAR

### 2024

### IMPORTANT DATES

#### JANUARY

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

#### JULY

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

#### FEBRUARY

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

#### AUGUST

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

#### MARCH

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

#### SEPTEMBER

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

#### APRIL

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

#### OCTOBER

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

#### MAY

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

#### NOVEMBER

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

#### JUNE

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

#### DECEMBER

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

### 2024 CALENDAR

\*AS OF May 17, 2024

West Point City Council

4

June 18, 2024

#### JANUARY

1	New Year's Observed-CLOSED
2	Swearing-In Ceremony - 12 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
15	MLK Jr. Day - CLOSED
16	City Council - 6 PM
23	Council/Staff Lunch - 11:30 AM
25	Planning Commission - 6 PM

#### JULY

2	City Council - 6 PM
3 & 4	PARTY AT THE POINT EVENTS
9	Senior Lunch -11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
12	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED
25	Planning Commission - 6 PM

#### FEBRUARY

6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
19	President's Day - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM

#### AUGUST

2	Summer Social - 6:30 PM
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch -11:30 AM (Loy Blake)
16	MOVIE IN THE PARK - DUSK
20	City Council - 6 PM
22	Planning Commission - 6 PM

#### MARCH

1-2	City Council Planning & Visioning Session
5	PRIMARY ELECTION DAY
14	Planning Commission - 6 PM
19	Senior Lunch - 11:30 AM
19	City Council - 6 PM
28	Planning Commission - 6 PM
30	EASTER EGG HUNT - 10 AM

#### SEPTEMBER

2	Labor Day - CLOSED
3	City Council - 6 PM
10	Senior Lunch -11:30 AM
12	Planning Commission - 6 PM
17	City Council - 6 PM
26	Planning Commission - 6 PM

#### APRIL

2	City Council - 6 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
19-20	ANNUAL SPRING CLEAN-UP
25	Planning Commission - 6 PM

#### OCTOBER

1	City Council - 6 PM
3	CEMETERY CLEANING
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
14	Employee Training - CLOSED
15	City Council - 6 PM
22	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM
26	HALLOWEEN CARNIVAL 6-8 PM
TBD	ANNUAL FALL CLEAN-UP

# CITY COUNCIL STAFF REPORT

**Subject:** FY2025 Budget and Fee Schedule  
**Author:** Ryan Harvey  
**Department:** Administrative Services  
**Date:** June 18, 2024



## **BACKGROUND**

Cities in the State of Utah are required to adopt a balanced budget and property tax rate for the upcoming fiscal year (July 1- June 30) on or before the 22<sup>nd</sup> of June, unless a Truth-in-Taxation (TNT) hearing is held. The Council adopted the Tentative Budget and decided to move forward with the TNT process at the June 4<sup>th</sup> Council Meeting. The Council will also need to adopt the FY2025 Schedule of Fees and the FY2025 CDRA Final Budget at the June 18<sup>th</sup> Council Meeting.

## **ANALYSIS**

### **CDRA Fund**

This year the City received \$222,630 from tax increment revenues. The CDRA continues to have a debt obligation of \$140,000 per year for the Smith's property, and \$576,000 for the property on Highway 193. The only change to the FY2025 budget will be to reduce the interest and increase the principle as follows:

85-44-65 Long-Term Debt Expense – Increase from \$397,000 to \$419,000

85-84-15 Interest Expense – Decrease from \$319,000 to \$297,000

### **Fee Schedule**

In addition to the changes that the Council discussed at the last Council Meeting, the following changes are proposed to the Fee Schedule under Business License Fees:

- Remove the fee for "Contractors" of \$50
- Add a "Transient Merchant Fee" of \$85
- On the "Home Occupation license late fee," remove the statement "after February 1"
- Remove the fee for "Temporary Permits" of \$250/Year

The Fee changes from the previous meeting include:

- 1<sup>st</sup> Black Can – \$13.80 (Increase from \$13.20)
- 2<sup>nd</sup> Black Can – \$13.80 (Increase from \$13.20)
- Football Program Non-resident fee - \$75

## Property Tax Rate

At the June 4<sup>th</sup> Council Meeting, the City Council expressed a desire to move forward with the Truth-in-Taxation process. The Council will need to make a motion in the Council Meeting indicating that desire. The certified tax rate for 2024 is .000690. That is down from the rate that the Council adopted last year of .000728. The Council needs to decide what rate to declare for the TNT, and it cannot adopt anything above that rate. In the past, the rate that the Council has decided on has always been the rate from the year before, which in this case would be .000728. This is the amount that the residents will see on their notices that they receive in the mail.

Proposed Rate	Projected Revenue	Amount over Certified Rate
0.000728 – 2022 Rate	\$794,996	\$41,497
0.000720	\$786,259	\$32,760
0.000710	\$775,339	\$21,840
0.000709 - midpoint	\$774,247	\$20,748
0.000700	\$764,419	\$10,920
0.000690	\$753,499	\$0

Below is a chart showing the Certified and Adopted Rates since 2006, the year that North Davis Fire District was formed. The Highlighted numbers are the years the Council adopted a rate above the certified rate:

Year	Certified Rate	Adopted Rate	Revenue
2024	0.000690	TBD	TBD
2023	0.000687	0.000728	728,503
2022	0.000644	0.000699	693,155
2021	0.000792	0.000831	598,455
2020	0.000877	0.000910	544,484
2019	0.000859	0.000917	509,283
2018	0.000881	0.000917	459,924
2017	0.000902	0.000945	434,260
2016	0.000984	0.000984	400,443
2015	0.001005	0.001036	376,649
2014	0.000996	0.001036	356,700
2013	0.001041	0.001111	337,970
2012	0.001111	0.001111	313,495
2011	0.001008	0.001008	308,326
2010	0.000910	0.000936	302,867
2009	0.000876	0.000876	281,926
2008	0.000773	0.000895	281,925
2007	0.000834	0.000834	228,710
2006	0.000909	0.000909	199,212

## **RECOMMENDATION**

Staff would like Council to discuss and approve the Maximum Allowable Rate for the Truth-in-Taxation process.

## **SIGNIFICANT IMPACTS**

Financial impacts as outlined above.

## **ATTACHMENTS**

FY2025 CDRA Final Budget  
Resolution - FY2025 CDRA Final Budget  
FY2025 Fee Schedule  
Resolution – FY2025 Fee Schedule

**RESOLUTION NO. R06-18-2024A**

**A RESOLUTION ADOPTING A  
BUDGET FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF  
WEST POINT CITY FOR FISCAL YEAR 2025**

**WHEREAS**, the Community Development and Renewal Agency of West Point City was created to transact the business of a redevelopment agency and to exercise all of the powers provided for in the Limited Purpose Local Government Entities Act – Community Development and Renewal Agencies Act, § 17C-1-101 et. seq., Utah Code Annotated (1953, as amended) and any successor law or act; and,

**WHEREAS**, Utah Code § 17C-1-601 prescribes the form and methodology set forth by the Legislature and the State Auditor's Office relative to CDRA budgets; and,

**WHEREAS**, the Executive Director of the Agency has prepared and presented to the Board an annual budget for Fiscal Year 2025; and,

**WHEREAS**, a public hearing was held and notification served according to law pertaining to the CDRA 2025 annual budget;

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the CDRA Board of West Point City that the hereto attached CDRA Budget is hereby adopted for Fiscal Year 2025.

**IT IS FURTHER ORDERED**, that a copy of the Budget be made available to the public for review and inspection at West Point City Hall during regular business hours.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June, 2024.

**WEST POINT CITY,  
A Municipal Corporation**

By: \_\_\_\_\_  
Brian Vincent, CDRA Chair

**ATTEST:**

---

Kyle Laws, Executive Director

---

Casey Arnold, Secretary

Account Number	Account Title	2022 Actual	2023 Actual	2024 Original Budget	2024 Amended Budget	2025 Final Budget
<b>CDRA FUND</b>						
<b>REVENUE</b>						
85-31-08	Interfund Loan	.00	.00	576,000.00	576,000.00	576,000.00
85-31-09	Proceeds From Long-term Debt	.00	6,055,000.00	.00	.00	.00
85-31-10	Property Tax Increment	193,251.00	201,272.00	140,000.00	140,000.00	140,000.00
Total REVENUE:		193,251.00	6,256,272.00	716,000.00	716,000.00	716,000.00
<b>REVENUE</b>						
85-38-80	Interest Earnings	328.59	4,822.52	.00	.00	.00
Total REVENUE:		328.59	4,822.52	.00	.00	.00
<b>EXPENDITURES</b>						
85-44-62	Project Expenses	.00	6,011,280.00	.00	.00	.00
85-44-65	Long-term Debt Expense	115,000.00	119,000.00	397,000.00	397,000.00	419,000.00
Total EXPENDITURES:		115,000.00	6,130,280.00	397,000.00	397,000.00	419,000.00
<b>EXPENDITURES</b>						
85-84-15	Interest Expense	22,150.30	153,608.38	319,000.00	319,000.00	297,000.00
85-84-16	Cost of Issuance	.00	51,022.14	.00	.00	.00
Total EXPENDITURES:		22,150.30	204,630.52	319,000.00	319,000.00	297,000.00
CDRA FUND Revenue Total:		193,579.59	6,261,094.52	716,000.00	716,000.00	716,000.00
CDRA FUND Expenditure Total:		137,150.30	6,334,910.52	716,000.00	716,000.00	716,000.00
Total CDRA FUND:		56,429.29	73,816.00	.00	.00	.00
Grand Totals:		6,557,876.78	2,848,822.54	.00	.00	.00

**RESOLUTION NO. 06-18-2024D**

**A RESOLUTION ADOPTING A SCHEDULE OF FEES  
FOR WEST POINT CITY FISCAL YEAR 2025**

**WHEREAS**, the City provides various services to the public which benefit those consuming said services; and

**WHEREAS**, the City seeks to support the provision of these services in part or in full by levying or establishing certain fees associated with the provision of said services; and

**WHEREAS**, the City Manager has prepared a schedule of fees for Fiscal Year 2025 which suggest various amendments to the current fee schedule; and

**WHEREAS**, these proposed fees are delineated and attached hereto;

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:**

**SECTION ONE: FEE SCHEDULE ADOPTED**

The Fee Schedule for West Point City for Fiscal Year 2025 as attached hereto, stands adopted and becomes effective July 1, 2024 or as otherwise stated in the Fee Schedule.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June, 2024.

**WEST POINT CITY,  
A Municipal Corporation**

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

---

Casey Arnold, City Recorder

## West Point City Fee Schedule Fiscal Year 2025

**Effective July 1, 2024**

<b>DESCRIPTION</b>	<b>Amount</b>
<b>ADMINISTRATIVE and BUSINESS LICENSE FEES</b>	
Election Filing Fee	\$25
Campaign Finance Disclosure Late Filing Penalty	\$50
Returned Check Fee	\$45
Beer licenses (Class A)	\$250
Beer licenses (Class B)	\$300
Beer licenses (Class C)	\$350
Business Regulatory Fee	\$35
Commercial Business License Fee	\$85
Sexually Oriented Business applications and businesses - nonrefundable initial application and investigation fee (all applications)	\$100
Home Occupation - all	\$0
<b>Contractors</b>	<b>\$50</b>
Duplicate License	\$15
Business License late fee	\$25
Christmas tree sales license (not prorated)	\$30 w/ \$70 deposit
Fireworks stands (not prorated)	\$85
Home occupation license late fee <i>(after February 1st)</i>	\$25
Solicitor's License	\$50
<b>Transient Merchant Fee</b>	<b>\$85</b>
<b>Disproportionate Fees:</b>	
Gas Station	\$250/Year
Grocery w/ Beer	\$350/Year

Bar/Private Club	\$300/year
Bowling with Alcohol	\$500/Year
Pawn Shop	\$900/Year
Arcade	\$350/Year
Entertainment/Theater	\$200/Year
Restaurant with Alcohol	\$200/Year
Hotel/Motel/Extended Stay/Inn/Bed & Breakfast	\$400/Year
Apartments	\$15/Unit/Year
<b>Temporary Permits</b>	<b>\$250/Year</b>
Sexually Oriented Business	\$250/Year
Warehouse	\$250/Year
<b>COPIES &amp; PUBLICATIONS</b>	
Photocopies	\$.10 each copy
Fax	\$.10 per page
Budget	\$20
Audit (CAFR)	\$10
Administrative Code	\$10
General Plan	\$10
Special reports or compilations (GRAMA) (Produced with managerial discretion)	\$25 per hour + copy or reproduction charges
Large Format Printer – Regular Paper	\$2 per ft.
Large Format Printer – Premium Paper	\$3 per ft.
<b>BUILDING RENTAL</b>	
Council Chamber Rental	\$25/hr. (2 hour min.)
Multi-purpose Area Rental	\$25/hr. (2 hour min.)
City Hall - Security Deposit	\$100
<b>PLANNING AND ZONING FEES</b>	
Appeals Authority Hearing	\$200
Conditional Use Permit - Staff approved	\$50
Conditional Use Permit - Planning Commission	\$75
Permanent Sign Permit	\$75

Temporary Sign Permit	\$10/sign
Recording	\$50 to City and applicable fees to Davis County Recorder
Rezone application	\$250
General Plan Amendment application	\$550
Annexation application	\$300
Final Site Plan Review Fee	\$600/site plan
Agricultural Protection Zone application	\$450 (\$100 refunded if protection zone is not approved)
Telecommunications Right of Way Application	\$500
<b>SUBDIVISION FEES</b>	
Construction guarantee bond (commercial)	\$30 per linear ft. (curb, gutter, sidewalk)
Construction inspection fee for all utilities	\$150 per lot
Final plat fee	\$600/plat, plus \$50 per lot
Preliminary plat fee	\$300/plat, plus \$25 per lot
Single Lot Plat (preliminary & final)	\$300
Subdivision Plat Amendment	\$300
<b>CODE VIOLATION FEES</b>	
Code Violations	See West Point City Code
<b>CEMETERY</b>	
<b>Resident</b>	
Adult Burial Plot	\$450
Adult Interment Fee	\$300
Perpetual care - Adult	\$100 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$450
Child Interment Fee	\$300
Perpetual care - Child	\$100 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$225
Infant/Urn – Internment Fee	\$200
Perpetual care – Infant (½ plot)	\$50 if lot purchased before 9/1990

Disinterment	\$300
Transfer lot fee	\$15
After Business Hours Fee	\$100
<b>Non-Resident</b>	
Adult Burial Plot	\$600
Adult Interment Fee	\$700
Perpetual care - Adult	\$300 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$600
Child Interment Fee	\$700
Perpetual care - Child	\$250 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$300
Infant/Urn – Internment Fee	\$400
Perpetual care – Infant (½ plot)	\$250 before 9/1990
Disinterment	\$400
Transfer lot fee	\$15
After Business Hours Fee	\$100
<b>MUSKRAT SPRINGS CAMPGROUND</b>	
Davis County Scout Troops, Youth Groups, & residents	\$25
Non- Davis County Scout Troops, Youth Groups, & residents	\$50
Refundable Security Deposit	\$50
<b>PARKS</b>	
Large pavilion (Per time period: 8AM-4PM or 4PM-10PM	\$15 (residents) \$25 (non-residents)
Small pavilions (Per time period: 8AM-4PM or 4PM-10PM	\$10 (residents) \$20 (non-residents)
Volleyball rental	\$5 rental fee \$15 ball deposit, if applicable (deposit refundable if returned by next business day)

Horseshoes	\$5 rental fee \$35 horseshoe set deposit, if applicable (deposit refundable if returned by next business day)
<b>RECREATION</b> <b>Program Registration Fees:</b> (Students at West Point Schools are charged the resident rate.)	
Coed T-Ball	\$50 resident \$60 non-resident
Coed Machine Pitch 1 <sup>st</sup> – 2 <sup>nd</sup> Grade	\$50 resident \$60 non-resident
Boys Elementary Baseball	\$60 resident \$70 non-resident
Boys Baseball Jr. High	\$70 resident \$80 non-resident
Girls Elementary Softball	\$60 resident \$70 non-resident
Girls Junior High Softball	\$70 resident \$80 non-resident
Basketball - 6 <sup>th</sup> Grade and younger	\$60 resident \$70 non-resident
Basketball - 7 <sup>th</sup> Grade and older	\$70 resident \$80 non-resident
Football	\$175 <u>resident</u> <u>\$250 non-resident</u> \$150 Equipment Charge for unreturned equipment.
Soccer (Spring)	\$50 resident \$60 non-resident
Soccer (Fall)	\$50 resident \$60 non-resident
Volleyball	\$50
Summer Camps (Soccer, Basketball, Football)	\$25
Recreation Late Fee	\$10
<b>FIELD RENTALS</b>	
Field Rental	\$40 per hour
Field Preparation	\$80 per day
Deposit (League, Tournament, etc.)	\$100 per event
Unauthorized Field Use Fine	\$100
<b>DEVELOPMENT IMPACT FEES</b> (Residential)	

<b>West Point City Impact Fees:</b>	
Park, Trails, and Recreation Impact Fee (Single Family)	\$2380.86
Park, Trails, and Recreation Impact Fee (Multi- Family)	\$1780
Road Impact Fee (Single Family)	\$1,529
Road Impact Fee (Multi-Family)	\$1,063
Storm Drain Impact Fee	\$3,674 per acre
Sewer Impact Fee	\$827/ERU
Sewer Impact Fee- Proposed Annexation Area	\$5,200/ERU
Water Impact Fee	\$1,112/ERU
<b>Non-City Impact Fees:</b>	
North Davis Sewer Impact Fee (Residential)	\$3,256
North Davis Fire District Impact Fee (Single Family)	\$181.13
North Davis Fire District Impact Fee (Multi-Family)	\$181.13
<b>DEVELOPMENT IMPACT FEES</b> (Commercial)	
<b>West Point City Impact Fees:</b>	
Road Impact Fees (General Commercial)	\$4,529 per 1,000 sq. ft of building space
Road Impact Fees (Professional Office)	\$1,759 per 1,000 sq. ft of building space
Road Impact Fees (Manufacturing/Industrial)	\$1,114 per 1,000 sq. ft of building space
Water Impact Fees	\$1,112/ERU
Storm Water Impact Fees	\$3,674 per acre
Sewer Impact Fees	\$827/ERU
<b>Non-City Impact Fees:</b>	
North Davis Fire District Impact Fee (Commercial)	Determined by North Davis Fire District
North Davis Sewer Impact Fee (Commercial)	Determined by North Davis Sewer District
<b>SAFETY / INSPECTION FEES</b>	

Building Permit Fee	Based on building valuation and square footage
Residential plan review and inspection fee	25% of permit fee
Re-inspection fee	\$50
One-time inspection fee	\$50
Commercial plan review and inspection fee	60% of building permit fees
Non-Residential Plan Review and Inspection Fee	25% of the Permit Fee
Demolition Permit	\$150
Swimming Pool	\$150
Small Asphalt Excavation Permit (less than 360 sq. ft.)	\$3 per sq. ft. excavated and \$500 bond. Bond returned after asphalt is replaced and inspected.
Large Asphalt Excavation Permit (greater than 360 sq. ft.)	\$0.55 per sq. ft. and \$4.20 per sq. ft. bond. Upon positive inspection, bond returned 1 yr. after permit holder replaces asphalt.
New Street Excavation Permit (less than 2 years since last treatment) – in addition to other fees and applies only to large excavation permits	\$0.22 per sq. ft.
Curb, Gutter, or Sidewalk Excavation Permit	\$20.00 per ft. bond. Bond returned after concrete is replaced and inspected.
<b>CONNECTION FEES</b>	
<b>Water Connection Fees:</b>	
Meter installation/water connection (residential)	\$350 - 3/4 inch \$450 - 1 inch
Meter installation/water connection (commercial)	\$450 - 1 inch \$500 - 1.5 inch \$700 - 2 inches Cost+\$100 (2+inches)
Secondary water hook-up fee (3/4 inch)	Paid to D&W Canal Company
Secondary water hook-up fee (1 inch)	Paid to D&W Canal Company
City stock of culinary water	\$3,800/acre foot.

<b>Fire Hydrant Connection Fees:</b>	
Fire Hydrant Meter Set-up Fee	\$50 + water usage fee
Short Term Meter Rental (3 days or less)	\$10 + water usage fee
Long Term Meter Rental (4 days or more)	\$40 per month + water usage fee
Water Usage Fee	\$1.60 per 1,000 gallons greater than 10,000 gal.
<b>Sewer Connection Fees:</b>	
North Davis Sewer subdivision connection review fee	\$250
North Davis Sewer subdivision construction inspection fee	\$375
North Davis Sewer service connection review fee	\$125
North Davis Sewer service connection construction inspection fee	\$240
<b>UTILITIES</b>	
Garbage Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Garbage can (monthly - 1 <sup>st</sup> can)	\$11.80
Garbage (monthly – additional can)	<u>\$13.20</u>
Green Waste can (monthly)	\$6.00
Green Waste (monthly – additional can)	\$6.00
Green Waste Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Green Waste Service Cancellation Fee	\$12.00
General Curbside Recycling can (monthly)	\$4.75
General Recycling (monthly-additional can)	\$4.75
Secondary water Up to one-third acre	\$26.33
Secondary water Greater than 1/3 acre	\$28.83
Secondary water Greater than 1/2 acre	\$33.75
Secondary water Greater than 3/4 acre	\$37.50
Secondary water Greater than 1 acre	\$41.25
Secondary Water (monthly) Greater than 1.25 acres	Determined by D&W Counties Canal Co.
Sewer (residential monthly)	\$28.20

Sewer (commercial monthly base)	\$28.20
10,000 gallons +	\$2.25/1,000 gallons
Sewer (multi-family)	\$28.20 per unit
Water (monthly base: 6,000 gallons)	\$23.75
6,001 – 10,000 gallons	\$1.40/1,000 gallons
10,000 gallons +	\$1.65/1,000 gallons
Storm System Maintenance and Construction Fee (Monthly Residential)	\$4.00
Storm System Maintenance and Construction Fee (Commercial)	Determined by residential equivalent (2,500 sq. ft.) of impervious area.
Utility deposit	\$60 utility deposit, refundable upon moving.
Meter tampering penalty	\$50 first occurrence, \$100 per occurrence thereafter
Utility Billing Shut-off Fee	\$25 first occurrence, \$45 per occurrence within 12 months of previous occurrence
Utility Billing Late Fee	\$15

# CITY COUNCIL STAFF REPORT

**Subject:** Fraud Risk Assessment  
**Author:** Ryan Harvey  
**Department:** Administrative Services  
**Date:** June 18, 2024



## **BACKGROUND**

The Office of the State Auditor has a requirement that Cities in Utah present to their elected officials the results of the Fraud Risk Assessment at least once per year. According to the State Auditor, "the program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes."

## **ANALYSIS**

The Assessment is broken out into 9 parts, with the points possible listed for each part.

### **1. Separation of Duties (200)**

The City was able to answer yes on questions 1, 2 and 5-12. Because we are a small City with very few employees, we answered questions 3 and 4 as Mitigating Control (MC).

### **2. Policies (45)**

The City has written policies for all of the areas listed.

### **3. Licensed Expert (30)**

Marcus Arbuckle, our hired accountant has a CPA, and a bachelor's degree in accounting.

### **4. Statement of Ethical Behavior (20)**

We have all employees and Council Members sign a statement annually.

### **5. State Auditor Training (20)**

This training has been completed by all current Council Members.

### **6. Yearly Training (20)**

The Administrative Services Director meets this requirement through conferences and online training.

### **7. Fraud Hotline (20)**

The City has set up an email address, [fraud@westpointcity.org](mailto:fraud@westpointcity.org) for employees to report any fraud that they see. That email goes to the City Manager and the Administrative Services Director.

### **8. Internal Audit Function (20)**

In talking to our Accountant, he has informed us that he can perform this function for the City. The Audit Committee will provide direction on where to focus this on an annual basis.

### **9. Audit Committee (20)**

The Audit Committee will consist of the City Manager, the Administrative Services Director, and the hired Accountant.

The total points that the City earned was 395 out of 395! Anything above 355 is considered a "Very Low" Risk Level.

## **ATTACHMENTS**

Fraud Risk Assessment

# Fraud Risk Assessment

Continued

\*Total Points Earned: 395 / 395 \*Risk Level: 

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

\*Entity Name: West Point City

\*Completed for Fiscal Year Ending: 6/30/24 \*Completion Date: 6/12/24

\*CAO Name: Kyle Laws \*CFO Name: Ryan Harvey

\*CAO Signature: Kyle W. Laws \*CFO Signature: Bryce H. B.

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

\* MC = Mitigating Control

# CITY COUNCIL STAFF REPORT

**Subject:** "Ivy Meadows" Annexation Petition  
**Author:** Kyle Laws  
**Department:** Executive  
**Meeting Date:** June 18, 2024



## Background

On May 28, 2024, a complete Annexation Petition was submitted to the City. The Petition Title is "Ivy Meadows and Adjoining Properties" and includes property in the area around 2425 N 4500 W, north to the county line and west to approximately 6000 W, consisting of 42 different parcels. In accordance with State law, the Annexation Petition must be placed on a City Council agenda for acceptance of the Annexation Petition for further consideration within 14 days after the Petition is submitted. According to Utah Code Section 10-2-405, the City has no obligation to accept the petition for further consideration, even if the property is within the City's future annexation area and can deny the Petition at this point. However, if the Council fails to either accept or deny the Petition, it is considered as accepted for further consideration. Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed – it only means that the Council is allowing the process to continue.

## Analysis

The annexation process is dictated by Utah State Code and is found in §10-2-4. If the petition is accepted, whether through approval or non-action, a series of deadlines and processes are initiated. To briefly summarize, a 30-day deadline will begin for the City Recorder to obtain any records or further information needed from the County or Petitioner and work with other Staff and our legal counsel to determine if the Petition meets the requirements of the applicable annexation statutes. Should it not, the City Recorder must reject the Petition and deliver notice of and reasons for the rejection to the City Council, Petitioner, and Davis County Board of Commissioners.

If the Petition is determined to meet the requirements, the City Recorder must certify the Petition and a Notice of Certification must be sent to the Council, Petitioner, and County. Within 10 days of the Council's receipt of the Notice of Certification, the City Recorder must begin the noticing process to affected entities, surrounding property owners, and the public. Public notice must be given for three successive weeks.

Protests to the Petition must be filed within 30 days of the Council's receipt of the Notice of Certification. Protests may be filed by the legislative or governing body of an affected entity, including counties, local districts, special service districts, etc., and are filed directly with the Davis County Board of Commissioners. Another process begins at that point, but the main takeaway is that accepting the Petition begins a roughly two to three-month annexation process. Attached is an "Annexation Process" outline Staff has put together that details the responsibilities of each party and the various deadlines and requirements.

Again, it is important to understand that Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed or even that the Council is in favor of the annexation – it only means that the Council is allowing the process to continue. It is also important to

understand that the Council does not have to approve an annexation, regardless of whether it meets all of the requirements – the decision is completely at the discretion of the City Council.

### **Recommendation**

Staff has no recommendation to the Council on whether to accept or deny this annexation for further consideration. However, it is important to note that staff has been in regular contact and communication with the petitioner and other property owners in making sure that the petition is as desirable as possible for the City.

### **Significant Impacts**

If the petition is accepted for further consideration, the immediate significant impact is that a 30-day deadline is initiated in which the City Recorder must either certify or deny the petition in accordance with the applicable requirements. If certified, the City Council will be given a Notice of Certification and a public noticing process begins.

### **Attachments**

Annexation Process Outline

Ivy Meadows & Adjoining Properties Annexation Petition



# WEST POINT CITY ANNEXATION PROCESS

**\*Disclaimer: The information provided herein is provided for general information and educational purposes only and does not replace the laws of the State of Utah or West Point City.**

**Petitioner is responsible for knowing and abiding by all requirements and deadlines regarding the annexation process as outlined in the applicable statutes.**

## **CONTENTS**

<b>1. PRE-PETITION STEPS.....</b>	<b>2</b>
<b>2. FILING THE ANNEXATION PETITION .....</b>	<b>3</b>
<b>3. UPON FILING OF PETITION WITH CITY RECORDER .....</b>	<b>4</b>
<b>4. IF PETITION IS CERTIFIED BY CITY RECORDER .....</b>	<b>5</b>
<b>5. IF PETITION IS not CERTIFIED BY CITY RECORDER .....</b>	<b>6</b>
<b>6. PROTESTS.....</b>	<b>7</b>
<b>IF PROTESTS ARE RECEIVED.....</b>	<b>8</b>
<b>IF NO PROTESTS ARE RECEIVED .....</b>	<b>8</b>
<b>7. ANNEXATION APPROVAL/FINALIZATION.....</b>	<b>9</b>

## **RESPONSIBLE PARTY DESIGNATION:**

**\*PETITIONER**

**\*COUNTY**

**\*CITY**

**\*PROTESTS**

**\*LT. GOVERNOR**

# 1. **PRE-PETITION STEPS**

## **\*PETITIONER:**

1. **Review West Point City Code Chapter 17.50** – Annexation Policy Plan (Attached hereto as Appendix A)
2. **Review Utah State Code Chapter 10-2-4 - *Annexation***, paying particular attention to Section 10-2-4-403 regarding the petition process
3. Understand that a petition may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.
4. **Verify the area** considered for annexation is generally located within the City's annexation area (map attached hereto as Appendix B) and meets the descriptions indicated in West Point City Code Chapter 17.50.
5. **Verify the boundaries** of the area proposed for annexation shall, if possible, be drawn:
  - a. along the boundaries of existing local districts and special service districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;
  - b. to eliminate islands and peninsulas of territory that is not receiving municipal-type services;
  - c. to facilitate the consolidation of overlapping functions of local government;
  - d. to promote the efficient delivery of services; and to encourage the equitable distribution of community resources and obligations.
6. **File a notice of intent to file an annexation petition**, including an accurate map of the area that is going to be proposed to be annexed
  - a. Must be filed with the City Recorder
  - b. Sent to each affected entity as defined in UCA 10-2-401
7. **File a written request with Davis County to mail** a Notice of Intent (different from Petitioner's Notice of Intent) that they are required to mail to property owners once receiving the written request to do so, along with payment of an amount equal to the County's expected actual cost of mailing the notice. \*See "- COUNTY" for more info about this notice.

## **\*COUNTY:**

1. **County must create and mail a specific Notice of Intent that must contain the language** in UCA 10-2-403(2)(b)(i)(A) **within 20 days** after receiving the written request from Petitioner
  - a. *Note: The County's Notice of Intent is different than the notice of intent first sent by Petitioner to the city and affected entities. The County is required to create and mail the notice, with the specific language, within 20 days after receiving the written request to do so from petitioner.*
2. **County shall mail the Notice of Intent** to:
  - a. Each owner of real property located within the area to be annexed
  - b. Each owner of real property located within 300 ft. of the area proposed to be annexed
3. **County must send West Point a copy** of the Notice of Intent and a certificate indicating that it was mailed as required.

## **2. FILING THE ANNEXATION PETITION**

### **\*PETITIONER:**

1. **Compile a complete Annexation Petition**, which must include the following:

**NOTE: All documents must be submitted simultaneously** (documents will not be accepted by the City Recorder in parts)

- a. **An accurate map, prepared by a licensed surveyor**, of the area proposed for annexation; and
- b. **Designation of Petitioners** (up to five), mailing addresses must be included
  - i. **Designation of Main Contact** – one of the five sponsors must be designated as the Main Contact to receive all communication
- c. **Official Signatures of Property Owners:**
  - i. Signatures must be on the Official Signatures page(s) that includes the required Notice to Property Owners. *This page may be duplicated as needed for circulation in obtaining signatures.*
  - ii. **Total signatures needed from private property owners** must amount to:
    1. **Majority** of the private land area within the area
    2. **At least 1/3 of the value** of all private real property within the area **AND (if applicable):**
      3. 100% of all rural real property within the area
      4. 100% of all the publicly owned property
      5. 100% of the private land area if area is within a Migratory bird production area (UCA Title 23, Chapter 28)

2. **File Petition with the West Point City Recorder** during regular West Point City Hall business hours
3. **Deliver or mail a copy of the Petition to the Davis County Clerk's Office** on the date of filing with the West Point City Recorder

### **3. UPON FILING OF PETITION WITH CITY RECORDER**

#### **\*CITY COUNCIL:**

1. Annexation Petition to be taken to the City Council at the **next regularly scheduled meeting that is at least 14 days after** the filing date. At that time, the City Council may:
  - a. **Accept the Petition** for further consideration.
    - i. If the Petition is not acted upon at this meeting, the Petition is considered accepted for further consideration
  - b. **Deny the Petition**
    - i. If denied, the City Recorder shall, within five days after denial, mail written notice of denial to the Main Contact and County Clerk

#### **\*CITY RECORDER:**

1. **Within 30 days** of acceptance for further consideration, City Recorder shall:
  - a. Obtain any records from the County Assessor, Clerk, Surveyor, and Recorder necessary to determine whether the Petition meets the requirements of UCA 10-2-403(3), (4), and (5); and
  - b. Determine, with any necessary assistance from the City Attorney or City Staff, if the Petition meets those same requirements of UCA 10-2-403(3), (4), and (5)
    - i. If Petition is determined to meet requirements:
      1. City Record shall certify the Petition
      2. Mail or deliver written Notice of Certification to the City Council, the Main Contact, and the Davis County Board of Commissioners
    - ii. If Petition is determined as failing to meet requirements:
      1. City Recorder must reject the Petition
      2. Mail or deliver notice of rejection and the reasons for rejection to the City Council, Main Contact, and the Davis County Board of Commissioners.
        - a. If Petition is rejected, the Petition may be modified and re-filed as a newly filed petition (process starts all over).

## **4. IF PETITION IS CERTIFIED BY CITY RECORDER**

### **\*CITY COUNCIL / CITY RECORDER:**

1. The City Council must **advise the public of the Notice of Certification and intent to consider the Petition** (UCA 10-4-206):
  - a. **No later than 10 days after** Notice of Certification, notice is to be provided within the area proposed for annexation and the unincorporated area within ½ mile of the proposed annexation area by:
    - i. **mailing the notice** to each residence and property owner within the combined area.
    - ii. **Posted** in an area reasonably likely to be seen by residents
    - iii. **City website and Utah Public Notice Website**
  - b. **Beginning no later than 10 days** after receipt of the Notice of Certification by the City Council, the Notice must be posted for three weeks on the Utah Public Notice Website and on the City's website.
  - c. **Within 20 days** from receipt of Notice of Certification mail notice to each affected entity.
  - d. **Notice must include the following:**
    - i. State that a petition has been filed with West Point City proposing the annexation of an area to the City;
    - ii. State the date the City Council received Notice of Certification from the City Recorder
    - iii. Describe the area proposed for annexation in the annexation petition
    - iv. State that the complete Annexation Petition is available for inspection and copying at the office of the City Recorder;
    - v. State in conspicuous and plain terms that West Point City may grant the Petition and annex the area described in the Petition unless, within the time required under UCA 10-2-407(2)(a)(i), a written protest to the Annexation Petition is filed with the Davis County Boundary Commission and a copy of the protest is delivered to the West Point City Recorder. The actual date of the deadline for filing a written protest must be specified rather than just by reference to statute;
    - vi. State the address of the Davis County Boundary Commission where a protest to the Annexation Petition may be filed; and
    - vii. State, IF the proposed annexation area is not already within their boundaries, that the area proposed for annexation to West Point City will also automatically be annexed to the North Davis Fire District and the Davis County Sheriff's Office, which are the local districts providing, respectively, fire protection, paramedic, emergency services, and law enforcement service. If this is the case, further language must also be included as outlined in UCA 10-2-406(vii) and (vii)
    - viii. Notice may not be included with any information unrelated to Petition
  - e. The City Council may request the petitioner to provide additional information as outlined in WPCC 18.25.060.

## **5. IF PETITION IS NOT CERTIFIED BY CITY RECORDER**

### **\*CITY COUNCIL / CITY RECORDER:**

1. If the City Recorder determines that the petition does not meet all the requirements and rejects the petition:
  - a. Must **mail or deliver written notification of rejection and the reason** to the city, contact sponsor, and county
2. The **petition may be modified** to correct the deficiencies for which it was rejected
  - a. A signature from the rejected petition may be used for the modified petition
3. The modified, refiled petition shall be treated as a **newly filed petition**

## **6. PROTESTS**

### **\*PROTESTERS:**

#### **1. Protests may be filed by:**

- a. The legislative body or governing board of an **affected entity**
  - i. Affected entity is defined as: the county, any local district, special service district, school district whose boundary includes any part of the proposed annexation area if the boundary is proposed to be adjusted as a result of the annexation, and any municipality whose boundaries are with  $\frac{1}{2}$  mile of the proposed annexation area
- b. An **owner of rural real property**
  - i. Rural real property a single parcel or group of contiguous parcels under common ownership that consists of no less than 1,000 acres, zoned for manufacturing or agricultural purpose and does not include residential units with a density greater than one unit per acre.
- c. An **owner of property located in a mining protection area**

#### **2. Filing a Protest:**

- a. Must be **filed within 30 days** of City Council's receipt of Notice of Certification
- b. Must be **filed with the Davis County Boundary Commission**
- c. A **copy of the protest** must be delivered or mailed to the West Point City Recorder on the date protest is filed

#### **3. Protests must:**

- a. **State each reason and justification** for protest, as well as any other information deemed to be pertinent to the protest
- b. **State the name and address of a contact person** to receive notice from the Davis County Boundary Commission
- c. **Contain other information** that the Davis County Boundary Commission by rule requires

## **IF PROTESTS ARE RECEIVED**

### **\*COUNTY:**

1. Upon receipt of a protest, the **Davis County Clerk** shall:
  - a. **Immediately notify Davis County Legislative Body** of any protest
  - b. **Deliver protest to the Davis County Boundary Commission** within **five days** of receipt.

### **\*CITY COUNCIL / CITY RECORDER:**

1. If a protest is filed within the 30 days, the **City Council may, at the next regular** meeting thereafter the expiration of the 30-day protest period, **deny the Petition**.
  - i. If City Council denies, **written notice of denial shall be mailed within 5 days** after denial to Petition Main Contact, Davis County Boundary Commission, and each entity that filed a protest.
    1. Notice of the denial of the Petition must be sent to the contact sponsor, the commission, and the protestor within 5 days.
  - ii. **If not denied or considered, the City Council cannot** take any further action until after receipt of the Davis County Boundary Commission's notice of its decision on a protest.
  - iii. **If the Commission approves** the Petition for Annexation, the City Council may:
    1. **Deny** the Petition
    2. **Approve** the Petition **consistent with the Commission's decision**
      - a. Rural real property shall be excluded unless the property owner provides written consent to include the property.

## **IF NO PROTESTS ARE RECEIVED**

### **\*CITY COUNCIL / CITY RECORDER:**

1. **If no protests are received** within the 30 days following the City Recorder's Notice of Certification, then the **City Council may approve** the annexation, AFTER:
  - a. **Holding a public hearing. Noticing must be:**
    - i. Posted at least 7 days before the hearing on the Utah Public Notice Website and the City Website.
    - ii. Mailing the notice to each residence and property owner within the combined area.
    - iii. Posted in an area reasonably likely to be seen by residents

## **7. ANNEXATION APPROVAL/FINALIZATION**

### **\*CITY COUNCIL / CITY RECORDER**

1. City Council shall grant the Petition and annex the area by ordinance
2. Within 60 days of adopting the ordinance, the City Council shall file with the Lieutenant Governor a copy of approved final local entity plat, and notice of an impending boundary action as defined in (UCA 67-1a-6.5) that meets the requirements of 67-1a-6.5(3) and a copy of an approved final local entity plat as required.

### **\*LT. GOVERNOR**

1. Lt. Governor has 10 days to issue Certificate of Annexation or deny

### **\*CITY COUNCIL / CITY RECORDER**

1. Upon receipt of Lieutenant Governor's issuance of a Certificate of Annexation:
  - a. the City Council shall submit to Davis County Recorder the original:
    - i. Notice of impending boundary action
    - ii. Certificate of Annexation
    - iii. Approved final local entity plat
    - iv. Certified copy of ordinance approving the annexation
  - b. Send notice to each affected entity and any local district whose boundaries have been modified, pursuant to UCA 17B-1-416 and/or 17B-1-502(2). Notice must contain effective date:
    - i. Date of the Lieutenant Governor's Issuance of a Certificate of Annexation
  - c. File with the Department of Health (UCA 26-8a-414):
    - i. Certified copy of ordinance approve annexation
    - ii. Copy of the approved local entity plat
1. The annexation is completed and takes effect the date of the Lieutenant Governor's issuance of a Certificate of Annexation.
2. Until recorded with the county, no property tax, assessment, or fee service may be levied (unless the city was charging and collecting the fee within the area immediately before annexation).



# WEST POINT CITY

3200 W 300 N

West Point, UT 84015

801.776.0970

## ANNEXATION PETITION

(Submit to City Recorder's Office)

**PETITION TITLE:** IVY MEADOWS & ADJOINING PROPERTIES

**PROPERTY LOCATION:** \_\_\_\_\_ **ACREAGE:** 269.25

**AFFECTED PROPERTY OWNER NAMES:**

(within Annexation Area):

SEE ATTACHED

**PROPERTY ADDRESS:**

2425 N - County Line

4500 W - 60100 N

**PARCEL ID#:**

Attach additional sheet as needed

**MAIN CONTACT PERSON:**

(It is the Main Contact's responsibility to notify/inform other property owners of any notifications or information received regarding this Annexation Petition)

Name: RICK SCADDEN

Phone: 801-725-0789

Mailing Address: 185 LOMOND VIEW DR

City: NORTH OGDEN

State: UT Zip: 84414

Email: ricksadden@gmail.com

**INCLUDE WITH THIS PETITION (in accordance with UCA §10-2-403):**

1. A copy of the Notice of Intent to File an Annexation Petition sent to affected entities as required, the date the notice was sent, and a list of the affected entities to which notice was sent.
2. Signature page(s) (must include the required statement) of property owners that are within the proposed annexation area.
3. One 24" x 36" accurate and recordable (mylar) map, prepared by a licensed surveyor, of the area proposed for annexation. Mylar copy must be stamped by the surveyor and meet the requirements of UCA§ 17-23-20(4).
4. Four 11" x 17" paper copies of the map prepared by the licensed surveyor.
5. Electronic copy of prepared map sent to [carnold@westpointcity.org](mailto:carnold@westpointcity.org)
6. A legal property description in word format sent to: [carnold@westpointcity.org](mailto:carnold@westpointcity.org)
7. On the date of filing with the City Recorder, deliver or mail a copy of petition (including paper copy of map) to Davis County Recorder

**Signature of Applicant:** Rick Scadden

5/4/2024

**Date Submitted**

**Applicant Information (If different than Main Contact):**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

*Received complete: 5/28/2024* *DA*

West Point City Council

June 18, 2024

Parcel Number	Name	Acres For	Acres Ag	% of Acre	Tax Value F	Tax Value Ag	% to Taxable Value
13 045 0050	Rulon Fowers	57.287			\$126,072		
13 045 0048	Rulon Fowers	0.325			\$175,450		
13 045 0034	Rulon Fowers	0.59			\$266,750		
13 045 0033	Catherine Larsen		0.56			\$154,550	
13 331 0001	James Page		8.00			\$501,600	
13 045 0019	Cynthia Todd		1.00			\$151,251	
13 331 0002	Terry Harding		5.50			\$348,876	
13 331 0003	Darcy Campbell		5.39			\$449,173	
13 045 0049	Paz	0.411			\$150,700		
13 045 0014	Skyler Pickard		0.50			\$215,050	
13 045 0047	Shimizu	6.63			\$4,206		
13 303 0001	Jake Smith		1.00			\$210,651	
14 101 0011	John Spenkle		1.00			\$233,201	
14 100 0012	Charles Cole		1.07			\$196,374	
14 100 0010	SNP Properties	24.13			\$15,371		
14 100 0014	Hirasuna	36.95			189,820		
14 101 0003	Rulon Fowers	9.65			\$6,147		
14 101 0015	Kelly Alexander		0.40			\$191,950	
14 101 0024	Darrell Tuttle	1			\$232,100		
14 101 0032	Circle F Farms	9.65			\$6,447		
14 574 0001	Jared Hancock		1.00			\$530,750	
14 101 0029	Elizabeth King		5.00			\$88,759	
14 101 0031	Elizabeth King		11.27			\$7,179	
14 101 0001	Ivy Meadows	19			\$12,103		
14 100 0005	Brent Thurgood	1			\$256,850		
14 100 0006	Blaine Fowers		0.50			\$190,300	
14 100 0020	Jennifer Peterson		0.58			\$251,350	
14 100 0019	Linda Bennett		0.71			\$254,100	
14 100 0008	Max Bennett		2.41			\$27.00	
14 417 0001	Becky Bowcutt		0.56			\$237,600	
14 417 0002	Max Bennett		4.48			\$384,997	
14 100 0018	Lucas Smith		3.18			\$420,226	
14 490 0001	Rena Hunt		3.03			\$437,450	
14 558 0001	Roger Graham		1.00			\$481,251	
14 558 0002	Dave Hawkes		1.00			\$421,300	
14 558 0003	Mark Van Komen	1			\$368,500		
14 558 0004	Justin Nessen		1.00			\$378,950	
14 558 0005	Justin Hunter		1.03			\$425,150	
14 100 0038	HL Parker	34.67			\$11,586		
14 570 0004	Armand Fitzgerald	2.271			\$346,098		
14 570 0003	Eric Anderson		1.00			\$545,600	
14 570 0002	Darek Tuckett	1.002			\$547,361		
		205.566	62.17	-69.75%	\$2,715,561	\$7,707,665	35.23%



# CITY COUNCIL STAFF REPORT

**Subject:** Accessory Buildings Text Changes  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 18, 2024



## Background

Staff has been looking at several amendments to the accessory building ordinance. There have been concerns that the size and height of some structures are too large in relation to the lot size. On April 25 and May 9, 2024, the Planning Commission discussed the proposal and made several revisions. The item is now before the City Council for a final decision. The Council discussed the proposal during their meeting on June 3, 2024. The Council wanted additional discussion and examples of the various proposals.

## Process

Text changes are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, if it can be demonstrated that their action will promote or protect the overall welfare of the community. All text changes require a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council. The Planning Commission held a public hearing on May 23, 2024, and recommended approval of the text change. There were no public comments at the hearing.

## Analysis

The proposed text amendment has been provided for review. Some of the proposed changes include:

- *Increased setbacks:* The proposal for setback for accessory buildings will be 5 feet on all side yards and the rear setback will reference the following table:

Accessory Building Rear Setbacks

Wall Height (Feet)	0 to 10	10+ to 18	18+ to 25
Minimum setback (feet)	3	5	10

- *Decreased size:* The proposal will limit the maximum size of an accessory building from 20% of the lot area minus the home to just 10% of the total lot area (*Example: a 12,000 square foot lot could have a maximum 1,200 square foot accessory building.*)
- *Maximum height:* Currently the overall maximum height for all accessory buildings is limited to 30 feet tall or the same height as the home on lots less than 20,000 square foot.

The proposal is the following:

- On lots less than 20,000 square feet, accessory buildings cannot be taller than 18 feet, or less than the height of the home
- On lots larger than 20,000 square feet, the maximum height is 25 feet.

### **Recommendation**

This item is on for discussion only. No action is required at this time.

### **Attachments**

Draft Ordinance

## 17.70.030 Accessory buildings and other structures on residential lots.

### A. Accessory Building Standards.

1. All accessory buildings shall not be located in the front yard.

2. Accessory buildings located in the rear yard shall be located at least ~~five feet from any on-site dwelling structure and at least~~ 15 feet from any dwelling structure on an adjacent lot.

1. Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of all ordinances applicable to the main building. If an accessory building is attached to the main building, it is no longer an accessory building. It is a portion of the main building and all setbacks for the structure must be maintained.

2. Accessory buildings in any zone shall occupy no more than ~~10 20~~ percent of the total lot area ~~less the area of the footprint of the main building~~ and shall be separated ~~from the main building~~ by not less than ~~—~~ five feet. If there is more than one accessory building on a lot, the combined area of all accessory buildings shall occupy no more than ~~10 20~~ percent of the total lot ~~less the area of the footprint of the main building~~.

3. Accessory buildings on a lot of 20,000 square feet or less shall have a maximum height of 18 feet or roofline equal to or less than the residential dwelling on the same lot, whichever is less.

4. The maximum height for accessory buildings on lots greater than 20,000 square feet is 25 feet.

4. Accessory buildings that are more than 1,200 square feet or occupy more than 15 percent of the lot area and are located on lots that are less than 15,000 square feet shall require a conditional use permit.

5. All accessory buildings that are more than 1,500 square feet no matter the size of the lot shall require a conditional use permit.

6. The side yard setback for all accessory buildings in the rear yard shall be five feet. The following setbacks from the rear property lines shall apply for all accessory buildings. See

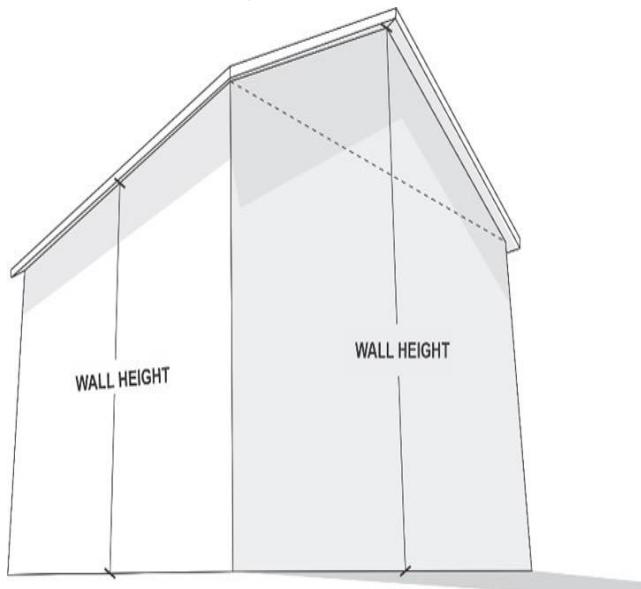
subsection (A)(7) of this section for minimum setbacks of accessory buildings located in the side yard.

#### Accessory Building Rear Setbacks

Wall Height (Feet)	0 to <u>102</u>	<u>102+</u> to <u>186</u>	<u>186+</u> to <u>2519</u>	<u>19+</u> to <u>22</u>	<u>22+</u> to <u>25</u>	<u>25+</u> to <u>28</u>	<u>28+</u> to <u>30</u>
Minimum setback (feet) as measured from the drip line of the structure	<u>3.4</u>	<u>5.3</u>	<u>10.4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>

a. Wall heights for accessory buildings are measured from the ground level to the highest point of the wall including the gables as shown in Figure 17.70.030-1.

Figure 17.70.030-1.



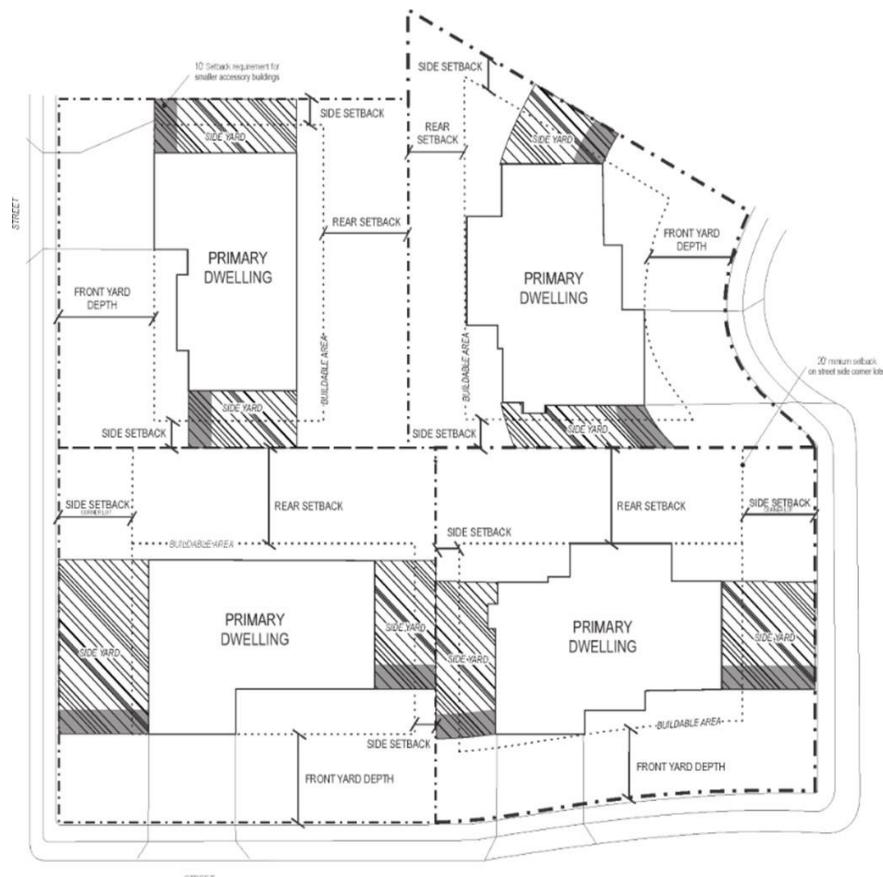
7. An accessory building may protrude into the side yard of the residential dwelling but shall require a conditional use permit and must also fulfill the following commitments:

a. The accessory building shall maintain the side yard setback of the residential dwelling and maintain a similar appearance of the house in color and materials

b. Exterior Material and Design.

- i. Accessory buildings that are less than 200 square feet and are located 10 feet behind the defined front yard depth (see Figure 17.70.030-2) are exempt from design standards as outlined in WPCC [17.70.020\(B\)](#).
- ii. ~~Accessory buildings that are less than 200 square feet and are located closer than 10 feet to the defined front yard depth (see Figure 17.70.030-2) must follow the design standards as listed in WPCC [17.70.020\(B\)](#).~~
- iii. ~~All accessory buildings that are greater than 200 square feet and located in any portion of the side yard must adhere to building material standards, as it pertains to the front facade, outlined in WPCC [17.70.020\(B\)](#).~~

**Figure 17.70.030-2.**



- 8. Living space in any accessory building may be permitted as regulated in WPCC [17.70.060](#).
- 9. Accessory buildings on a vacant lot shall not be allowed except in agricultural zones.

B. *Other Structures.* Additional structures such as pergolas, green houses, awnings, carport, tents, arbors, and trellises occur to provide outdoor spaces for relaxation and storage. The following apply to each structure type:

1. Temporary carports, tents or similar items are often made out of metal, canvas, or other fabric material with pole support structures. All temporary enclosures of this nature shall:
  - a. Be securely tethered to the ground at all times.
  - b. Not be allowed in the front yard setback or between the front facade and the street.
  - c. Can be located in a side yard but not closer than ten feet to the defined front yard, and must adhere to the setbacks as required for accessory buildings.
  - d. Be repaired, replaced or removed immediately if they fall into disrepair.
  - e. Not direct water onto neighboring properties.
2. Carports, shed roof, or similar structures which are attached to a residence are additions to the principal structure and must meet all required side, front, and rear setbacks established by the zone. Additions require a building permit.
3. Shipping containers, semitrailers, boxcars, portable on-demand storage (PODS) or similar structures are not allowed in any residential zones other than for the temporary purposes of moving, construction and remodeling.
4. *Swimming Pools or Tanks, Private.* No swimming pool or tank shall be allowed in any R zone except as an accessory use and unless it complies with the following conditions and requirements:
  - a. The pool or tank is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located.
  - b. It may not be located closer than five feet to any property line.
  - c. The swimming pool or tank shall be walled or fenced to at least six feet in height, to prevent uncontrolled access. [Ord. 12-21-2021A § 1 (Exh. A); Ord. 08-17-2021B § 2 (Exh. A)].

## 17.60.050 Table of land use regulations.

B. If a use is not specifically designated below, then it is prohibited.

LAND USE ZONES	A-5	A-40	R-1	R-2	R-3	R-4	R-5	P-O	L-C	N-C	C-C	R-C	R/I-P
<b>Agricultural Uses</b>													
3. Farm Animals	P	P	P	P	AC								
4. Accessory Building (small) up to 1,5200 sq. ft.	P	P	P	P	P	P	P		P	P	P	P	P
<u>5. Accessory Building (medium) 1,201 – 1,499 sq. ft. on a lot under 15,000 sq. ft.</u>	AC	AC	AC	AC	AC	AC	AC		AC	AC	AC	AC	AC
6. Accessory Building (large) <u>greater than</u> 1,500 sq. ft. <u>+</u>	PC	PC	PC	PC	PC	PC	PC						
<u>7. Accessory Building (side yard)</u>	AC	AC	AC	AC	AC	AC	AC						
8. Animal Enclosures	P	P	AC	AC	AC								
<b>Residential Uses</b>													
1. Dwelling, Single-Family	P	P	P	P	P	P	P						

# CITY COUNCIL STAFF REPORT

**Subject:** Weber Basin Customer Portal  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** June 18, 2024



## Background

The City recently received a grant from the State to create an online customer portal where residents would be able to monitor their culinary and secondary water usage. This is an effort to conserve water by allowing residents to know the amount of water they are using in near real time.

The State awarded us the grant and recommended that we use a consultant that they had been working with. Unfortunately, that consultant went out of business without finishing the project. The State has been trying to assist us in finding a new solution and has been flexible with the grant requirements, although they will still require us to produce a customer portal to fulfill the objective of the grant.

Staff reached out to the Weber Basin Water Conservancy District, who currently has a customer portal, for assistance and found out that they are willing to let us use their portal for a nominal cost. This seems to be the best path forward.

## Analysis

An agreement has been prepared that outlines the service that would be provided by Weber Basin and the costs that would be incurred by the City and other entities. This will be a three party agreement including the Davis and Weber Canal Co., West Point City, and the Hooper Water Improvement District. Each entity provides water to residents in the City and will be providing data to Weber Basin to be included on the customer portal.

The greatest opportunity for water conservation is with the outdoor secondary water system. The Davis and Weber Canal Co. (DWCCC) has been installing meters on the secondary water system that are connected to Weber Basin's AMI system which allows the meter data to be uploaded to the customer portal in near real time. This is very important to give frequent updates on the secondary water usage so that residents can make timely adjustments.

The costs to use the Customer Portal will be \$5,500 annually and will be split as follows: 25% West Point City, 25% Hooper Water, 50% DWCCC. We have approximately \$20,000 in grant funds that will cover the costs of all the entities for the first few years of the program. After that the City will be responsible for \$1,375 annually.

## Recommendation

Staff recommends approval of the agreement by resolution.

## **Significant Impacts**

\$1,375 annually after the grant funds are exhausted.

## **Attachments**

Resolution

Agreement

**RESOLUTION NO. 06-18-2024A**

**A RESOLUTION APPROVING AN  
AGREEMENT FOR METERING TECHNOLOGY SUPPORT SERVICES  
BETWEEN THE WEBER BASIN WATER CONSERVANCY DISTRICT AND  
WEST POINT CITY**

**WHEREAS**, West Point City has received grant money from the Utah Division of Water Resources through the Transparent Water Billing Program; and

**WHEREAS**, the purpose of the grant is to provide convenient access to water usage data through a website or other efficient means; and

**WHEREAS**, the Weber Basin Water Conservancy District (WBWCD) has developed a web-based customer portal that meets the requirements of the grant; and

**WHEREAS**, WBWCD is willing to allow West Point City to use their customer portal; and

**WHEREAS**, an agreement has been written that outlines the terms of use and the costs associated with the customer portal; and

**WHEREAS**, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

**PASSED AND ADOPTED** this 18<sup>th</sup> Day of June, 2024.

**WEST POINT CITY,  
A Municipal Corporation**

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

---

Casey Arnold, City Recorder

**AGREEMENT FOR METERING TECHNOLOGY  
SUPPORT SERVICES**

BETWEEN

**WEBER BASIN WATER CONSERVANCY DISTRICT**

AND

**WEST POINT CITY**

AND

**HOOPER WATER IMPROVEMENT DISTRICT**

AND

**DAVIS AND WEBER COUNTIES CANAL COMPANY**

---

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WEBER BASIN WATER CONSERVANCY DISTRICT**, a water conservancy district organized under the laws of the State of Utah (hereinafter referred to as the “District”), and **WEST POINT CITY**, a municipal corporation (hereinafter referred to as the “City”, **HOOPER WATER IMPROVEMENT DISTRICT**, a special service district (hereinafter referred to as the “HWID”, and **DAVIS AND WEBER COUNTIES CANAL COMPANY**, a mutual irrigation company (hereinafter referred to as the “DWCCC”). The District, City, HWID, and DWCCC may be referred to herein collectively as the “Parties” or individually as a “Party,” all as governed by the context in which such words are used. The entities not including the District may be referred to as “the Customer Entities”. Parties shall be allowed to cancel this Agreement at any time per the terms identified herein. Renewal of this Agreement upon completion of the applicable term shall be allowed per the terms identified herein.

**WITNESSETH:**

WHEREAS, the District has developed a proprietary software designed to facilitate engagement between the District and metered culinary and secondary water users (the “Customer Portal”); and

WHEREAS, the District is able to provide partial utilization of the Customer Portal by third parties to enhance their ability to communicate with certain metered culinary and secondary water users; and

WHEREAS, the Customer Entities desire to enhance their metered culinary and secondary customers’ understanding of aspects of their water usage, enhance their customer-provider relationship, and promote water conservation within its service area; and

WHEREAS, the Customer Entities desire to utilize the Customer Portal to accomplish the above stated goals and to obtain information technology support services from the District in connection with their ongoing culinary and secondary water metering effort; and

WHEREAS, the District is able and willing to allow the Customer Entities the use of the Customer Portal (as outlined below) in order to assist them with these needs and to support the ongoing effort of culinary and secondary water metering within the District's service area; and

WHEREAS, the District and the Customer Entities desire to enter into this Agreement for metering technology and support services to assist in meeting certain legislative mandates including the metering of all secondary connections and delivering an educational component for end users through the Customer Portal where, among other things, users will be able to access information regarding their culinary and secondary water usage.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties hereto, the sufficiency of which is hereby acknowledged, the District and the Customer Entities agree as follows:

## **SECTION ONE** **SERVICES OF THE DISTRICT**

1. The District will provide setup, configuration, installation and maintenance (as expressly outlined herein) of the District's web-based Customer Portal. This will include the configuration and installation of SSL certificates, cloud-based hosting services and a web application firewall.
2. The District will provide programming services for the Customer Portal. These services will include updates and code maintenance on the website which may include items such as security improvements, algorithm changes for alert notifications, and browser compatibility requirements. Only minor customized configuration changes shall be accommodated. These minor configuration changes shall be limited to include items such as branding the Customer Portal to the Customer Entities logo and color schemes.
3. The District will allow utilization of its Automated Metering Infrastructure ("AMI") network over the term of this agreement provided the Customer Entities meet the terms and conditions herein. It will be the responsibility of the Customer Entities to ensure their metering equipment is compatible with this network. Metered culinary and secondary connections intended to utilize the Customer Portal shall utilize the Sensus 520M radio units (the "the Customer Entities' Radio Units"). The District will provide access to the AMI network by the Customer Entities' Radio Units, including assistance in configuration of the Customer Entities' Radio Units and any ongoing maintenance, including firmware upgrades for the AMI network, in addition to any hardware upgrades (if required) for the AMI network.

4. The District will provide a data transmission method for Customer Entities not on the AMI network to ensure their data is available on the Customer Portal.
5. The District will provide the customer entities with monthly meter read data available from the AMI network, with up to two reports per month.
6. The District will provide an administrative login to the Customer Portal that will allow the Customer Entities' staff to view all customer information located within the Customer Portal.
7. The District has the capacity and will not limit the number of users able to sign up and login to the customer portal.

## **SECTION TWO** **PAYMENT AND FEES**

1. **FEES AND CHARGES:** The Customer Entities agree to pay the District: (a) a fee of \$1,500 per year, for the web hosting, SSL certificate, and web application firewall services, (b) \$4,000 per year for all programming services related to the Customer Portal, updates and minor configuration changes as allowed by this Agreement. In addition to the previously mentioned fees each Party shall pay a pro rata share, based on the number of meters each Party has connected to the District's AMI network infrastructure, of the District's annual meter block invoice received from Sensus metering for (1) RNI Annual SAAS fee and (2) Sensus Analytics Services. All fees listed above shall be subject to revision upon the renewal of this Agreement.
2. **PAYMENT OF FEES:** The District shall bill each of the Customer Entities on an annual basis by submitting an invoice for the work completed on or around January 31<sup>st</sup> of each year for the previous calendar year. The percentage that shall be billed of the total \$5,500 annually shall be broken up as follows: City 25%, HWID 25%, DWCCC 50%. The pro rata share of the number of meters connected to the AMI network by each entity shall be billed to each entity separately and included on the same invoice. The Customer Entities will then make payment on invoices within thirty (30) days of acceptance and approval of the invoice. Any disputes shall be provided in writing to the District within 30 days of receipt of invoice. Both parties shall have 60 days to resolve any disputes. Following the 60 day dispute period a final notice will be sent. If the dispute is not resolved and payment made within 30 day of the final notice the Agreement shall be terminated.

## **SECTION THREE** **THE CUSTOMER ENTITIES RESPONSIBILITIES**

1. **ACCESS.** The Customer Entities agree to provide the District access to the computers and servers as required for database maintenance, troubleshooting, and updates related to the metering infrastructure and Customer Portal. The District shall work to ensure that each such access made pursuant to these requests is made during normal business hours.

2. **DISTRICT USE OF DATA.** The Customer Entities agree to provide the District with all meter-related data obtained from any meters connected to the AMI network. The Customer Entities acknowledge and agree that the District may use this meter data for studies and informational purposes, including monthly consumption values, hourly interval values, alarm data, firmware information, etc. as reasonably needed by District.
3. **DATA INTEGRITY.** The Customer Entities agree to maintain their customer information so as to include address, meter and radio number, and all other information integral to the Sensus AMI network data requirements.
4. **CUSTOMER INTERACTIONS.** The Customer Entities agree to be the primary point of contact for all customer interactions regarding meter data and information displayed within the Customer Portal. The District will be a secondary resource to the Customer Entities for questions relating to meter use, but should not have any interactions with the Customer Entities customers on a regular basis. The Customer Entities understand that the quality assurance of the data provided to its customers shall be its responsibility to review, correct, and validate and that the District takes no responsibility for errors or omissions in the data provided to the Customer Entities' customers via the Customer Portal as a result of incorrect data stored within the Customer Entities database and which has been provided to the District.
5. **TEXT MESSAGE AND EMAIL ACCOUNTS.** The Customer Entities agree to provide access to an SMS text messaging account that is compatible with the customer portal for related text messaging and alert notification services. If the Customer Entities decide to utilize a solution that differs from the District utilized solution, the Customer Entities agrees to pay additional development costs to the District for the integration and configuration of that solution. The District can give an estimate for the costs upon request by the city. The Customer Entities also agree to provide credentials for an email account that shall be used on behalf of the portal for all account registration and alert notification services. The Customer Entities understand that the SMS messaging account shall be funded independently of this agreement by the Customer Entities and the Customer Entities is responsible for maintaining a positive balance in the account to ensure message delivery.

## **SECTION FOUR** **MISCELLANEOUS PROVISIONS**

1. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, statements, representations, and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives, and agents in respect of the subject matter hereof.
2. **ASSIGNMENT.** Neither Party may assign any right under or interest in this Agreement without the knowledge and prior written consent of the other Party.

3. **WARRANTY OF AUTHORITY.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.
4. **CANCELLATION OF PREVIOUS AGREEMENT.** Any previous agreements entered into by the District and the Customer Entities relating to metering support services or information technology support services shall be considered null and void on the execution of this Agreement.
5. **INDEMNIFICATION.** (i) The Customer Entities agree to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under this Agreement or from the non-fulfillment of any covenant or agreement on the part of the Customer Entities under or relating to this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing. (ii) The District agrees to indemnify, protect, and save and hold the customer entities harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under this Agreement or from the non-fulfillment of any covenant or agreement on the part of the District under or relating to this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.
6. **NUMBER AND JOINT LIABILITY.** In this Agreement, the singular number includes the plural and the plural number includes the singular. If this Agreement is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.
7. **NO THIRD-PARTY BENEFICIARIES.** Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Customer entities, and their respective successors and permitted assigns.
8. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. The Customer Entities submit to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. The Customer Entities waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

9. **INTERPRETATION.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
10. **WAIVER.** No failure or delay in exercising any right, power or privilege under this Agreement, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
11. **SUCCESSION AND ASSIGNMENT.** The Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The Customer Entities may not assign the Agreement or any of its rights, interests, or obligations thereunder without the prior written approval of the District.
12. **FURTHER ACTS.** The Parties hereby agree for themselves, and for their respective successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Agreement.
13. **INCORPORATION OF RECITALS.** The recitals set forth in this Agreement are incorporated herein by reference and made a part hereof.
14. **INTEGRATION.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in and superseded by this Agreement and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no Party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this Agreement. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the Parties.
15. **AMENDMENTS.** This Agreement may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this

Agreement shall be valid or binding unless reduced to writing and signed by both the District and the Customer Entities. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the Parties that no provisions of this Agreement, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Customer Entities.

16. **EXPENSES OF ENFORCEMENT.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.
17. **EFFECTIVE DATE.** This Agreement shall become effective upon approval hereof by the District and the Customer Entities, as indicated by its endorsement herein below.
18. **NOTICE.** Any notice herein required to be given to the customer entities shall be sufficiently given if sent by mail addressed to West Point City, 3200 West 300 North, West Point, Utah 84015; Hooper Water Improvement District, 5555 West 5500 South, Hooper, Utah 84315; Davis & Weber Counties Canal Company, 138 West 1300 North, Sunset, Utah 84015, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.
19. **AUTHORIZED EXECUTION.** The Parties signing below each represent and warrant (i) that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing; (ii) that such Party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such Party.
20. **TERMINATION; TERM OF AGREEMENT; EARLY TERMINATION OF SERVICES.** This Agreement shall continue for up to 5 years from the effective date unless sooner terminated by the Parties or renewed for an additional 5-year period. The Customer Entities may elect to terminate this Agreement by providing the District written notice of such election at least ninety (90) days in advance of the effective date of termination (unless the District agrees to shorten or waive such notice period in writing). If the District discontinues providing a given service for its own operations, the District may, upon at least 90 days' notice to the Customer Entities, terminate providing such service hereunder (e.g., if the District is no longer providing a Customer Portal), the District may, upon 90 days' notice, terminate any Customer Portal services that are services hereunder. If any party to this agreement elects for termination, the agreement as a whole shall be terminated and a new agreement between the remaining parties shall be required.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the date first herein above written.

WEST POINT CITY

HOOPER WATER IMPROVEMENT  
DISTRICT

By: \_\_\_\_\_  
Name / Title

By: \_\_\_\_\_  
Name / Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DAVIS AND WEBER COUNTIES CANAL  
COMPANY

By: \_\_\_\_\_  
Name / Title

Date: \_\_\_\_\_

WEBER BASIN WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
Scott W. Paxman  
CEO, General Manager

Date: \_\_\_\_\_

# CITY COUNCIL STAFF REPORT

**Subject:** MOU North Davis Sewer District  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** June 18, 2024



## Background

Over a year ago, the City and the North Davis Sewer District (NDSD or District) established a Memorandum of Understanding (MOU) to guide the sewer expansion project as it relates to the District. We were not able to enter into a full agreement because the area is not currently within the boundaries of the NDSD, however, the MOU documents important decisions that have been made that both parties have agreed to abide by.

One of those important decisions regards impact fees. Initially the District planned to charge an impact fee to all new connections to the new sewer system, including existing homes, but has recently changed that position.

## Analysis

The District's impact fee is \$3,454 and is one part of the total costs that a resident could be facing when choosing to connect to the new sewer system. In addition to District's impact fee, there is a City impact fee of \$5,200 and the construction costs to run a new sewer lateral to the home and disconnect it from the septic system. In all, it is estimated that it could cost \$15-20,000 per home to connect to the new sewer system.

The purpose of the new system is to provide a centralized sewer system for future growth and to eliminate, to the extent possible, any existing septic systems. However, the high cost of connection and the sunk costs of their existing septic systems may prevent some homeowners from choosing to connect. To help alleviate some of the cost burden, the City chose to waive the impact fee for any existing homes and we have asked the NDSD to do the same. In reality, there may not be a legal nexus that would allow us to charge the impact fee anyway. Impact fees must be growth related, and the existing homes are not considered new growth and could continue to be served by their septic systems. However, our goal is to eliminate septic systems and making an official statement that impact fees will not be charged will make the home owners decision to connect to the sewer system easier.

There are 143 existing homes on septic systems in the project area. Not all existing homes will be reached by the currently funded sewer projects, but eventually they will all be able to be served. All existing homes in the area must be treated equally and we asked that the impact fees not be charged to all 143 homes regardless of when they connect. New homes built after the sewer system is installed are in a different category and will be charged impact fees.

After much discussion, and thanks to the Mayor for presenting this to the NDSD Board, a decision was made to not charge the NDSD impact fee to all existing homes. This has been documented in a newly revised MOU, which is attached to this report. The following provision was added:

*The District will waive the impact fees for any existing homes that were built prior to the date of this MOU that are currently livable but are not currently connected to the sewer system. The existing homes are shown on the attached map which is incorporated herein as Exhibit A. New construction will be required to pay the impact fee and there will be no credit given for any existing homes that are demolished.*

### **Recommendation**

Staff recommends approval of the revised MOU by resolution.

### **Significant Impacts**

None

### **Attachments**

Resolution

MOU

Map

**RESOLUTION NO. 06-18-2024B**

**A RESOLUTION APPROVING A MEMORANDUM OF  
UNDERSTANDING BETWEEN THE NORTH DAVIS SEWER DISTRICT  
AND WEST POINT CITY**

**WHEREAS**, West Point City plans to expand the City sewer system into an unincorporated area to the northwest of the current city boundary; and

**WHEREAS**, the subject area is part of the West Point City Annexation Policy Plan; and

**WHEREAS**, the North Davis Sewer District provides sewer collection and treatment for West Point City and surrounding areas; and

**WHEREAS**, The North Davis Sewer District has capacity to serve the subject area.

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

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

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June, 2024.

**WEST POINT CITY,  
A Municipal Corporation**

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

---

Casey Arnold, City Recorder

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (the “Effective Date”) by and between North Davis Sewer District (“NDSD”) of 4252 West 2200 South, Syracuse UT 84075, and West Point City (“City”) of 3200 West 300 North, West Point UT 84015, as follows:

## 1. Intent of Parties

The City, in partnership with Davis County, is preparing to expand the City’s sanitary sewer system to a large area (“Area”) northwest of the current City boundary (see attached map [“Map”]). The majority of the Area is unincorporated and is outside the boundaries of NDSD. It is possible that the unincorporated area will eventually be annexed into the boundaries of the City. Annexations are initiated by property owner requests, not by the City.

## 2. Purpose, Scope and Objectives

The Parties intend for this MOU to provide the basis and structure for any and all future procedures to be taken by the Parties to provide sanitary sewer service to the Area as it is developed and as the need for such arises.

## 3. Terms and Understanding

The terms of this MOU shall be for a period of ten (10) years from the Effective Date and may be extended by mutual written agreement of both Parties.

The terms and understanding of the Parties are as follows:

- a. NDSD is willing to annex the Area into their boundaries. This will likely be done in phases as various parts of the sewer system are completed so that residents are not taxed until the service is available to them. It is understood that the District will begin collecting taxes on residents for sewer services prior to their connection to the sewer. The attached Map shows the different phases of the project. The City shall provide the legal descriptions of the boundary areas to the District to facilitate the change of District’s boundaries. The boundaries will match the City’s anticipated future boundaries. The boundary information will be provided by the City. Furthermore the City shall provide a proposed schedule of construction that outlines when sewer services will be made available to the residents to allow the District time to modify District boundaries. The District is not be responsible for the resident’s connection to the sewer. The District will waive the impact fees for any existing homes that were built prior to the date of this MOU that are currently livable but are not currently connected to the sewer system. The existing homes are shown on the attached map which is incorporated herein as Exhibit A. New construction will be required to pay the impact fee and there will be no credit given for any existing homes that are demolished.

b. The proposed sewer system will consist of several miles of gravity lines, force mains, and four lift stations. The City will own and maintain the pipes, force mains and lift stations. It is understood that lift stations and force mains can create odor issues and the City will be responsible to mitigate those odors as long as the system is owned by the City.

c. NDSD shall agree to own and maintain the trunk line on 5000 W from 1300 N to 2425 N if the pipeline is designed and constructed to the adopted NDSD standards and contractor requirements. If the City chooses to use a contractor that does not meet NDSD's requirements, the City shall retain ownership for a period of two years after the project has been accepted by the City. After the time period the City may request NDSD to take over ownership after it proves the pipeline has not settled and is in good repair with no infiltration. The City shall perform a laser profile or mandrel test, at the City's expense, to verify NDSD's standard of maximum 3% deflection in sections of pipe from manhole to manhole with no services and 5% in sections of pipe from manhole to manhole with services. Additionally, the City shall provide a CCTV of the pipeline and manholes. If the pipeline does not meet NDSD standards the City may either repair the pipeline or retain ownership. If the pipeline needs to be repaired the City shall use NDSD standards and contractor requirements. If the City chooses not to use NDSD contractor requirements the City will retain ownership of the pipeline segment for an additional two years after the repair is complete. The City may again request NDSD to take over ownership by having the pipeline retested with a laser profile or mandrel test and provide CCTV as before. The City shall be responsible for all maintenance during their ownership period. At no time shall the District be responsible for road repairs. However, if the entire area that flows into the new trunk line is annexed into West Point City, then the ownership and maintenance of the trunk line will be transferred to the City.

d. The new sewer system from areas 1-6 on the Map will connect and discharge to an existing sewer line owned by NDSD located at 1300 N 5000 W. Areas 7 & 8 will discharge to the existing NDSD line at 4000 W 1800 N or at a location near the Clinton Drain and 3750 W, also known as CL01006.

e. The NDSD Consulting Engineer has reviewed this proposal as part of the recent 2022 masterplan update and has confirmed the existing pipes have capacity to receive the projected flows from the proposed sewer system expansion.

f. NDSD agrees to accept the flows and will allow up to 12 units per acre. However, the new system is being designed for a capacity of 4.3 units per acre.

#### 4. **Limitation of Responsibility**

It is understood by the Parties that this MOU is for planning purposes and that any final decisions or actions are subject to approval by NDSD Board of Trustees and the City Council of the City.

#### 5. **Notice and Modification**

Any Notice of cancellation of this MOU shall be given by certified mail, return receipt requested, to the address set forth above.

Any change hereto must be in writing signed by an authorized representative of both Parties.

**6. Governing Law**

This MOU shall be interpreted and governed by the laws of the State of Utah.

**7. Authorization and Execution**

The signing of this MOU does not constitute a formal undertaking or contract, and as such it simply intends that the Parties currently intend to reach the goals and objectives stated herein.

Executed the day and year first above written.

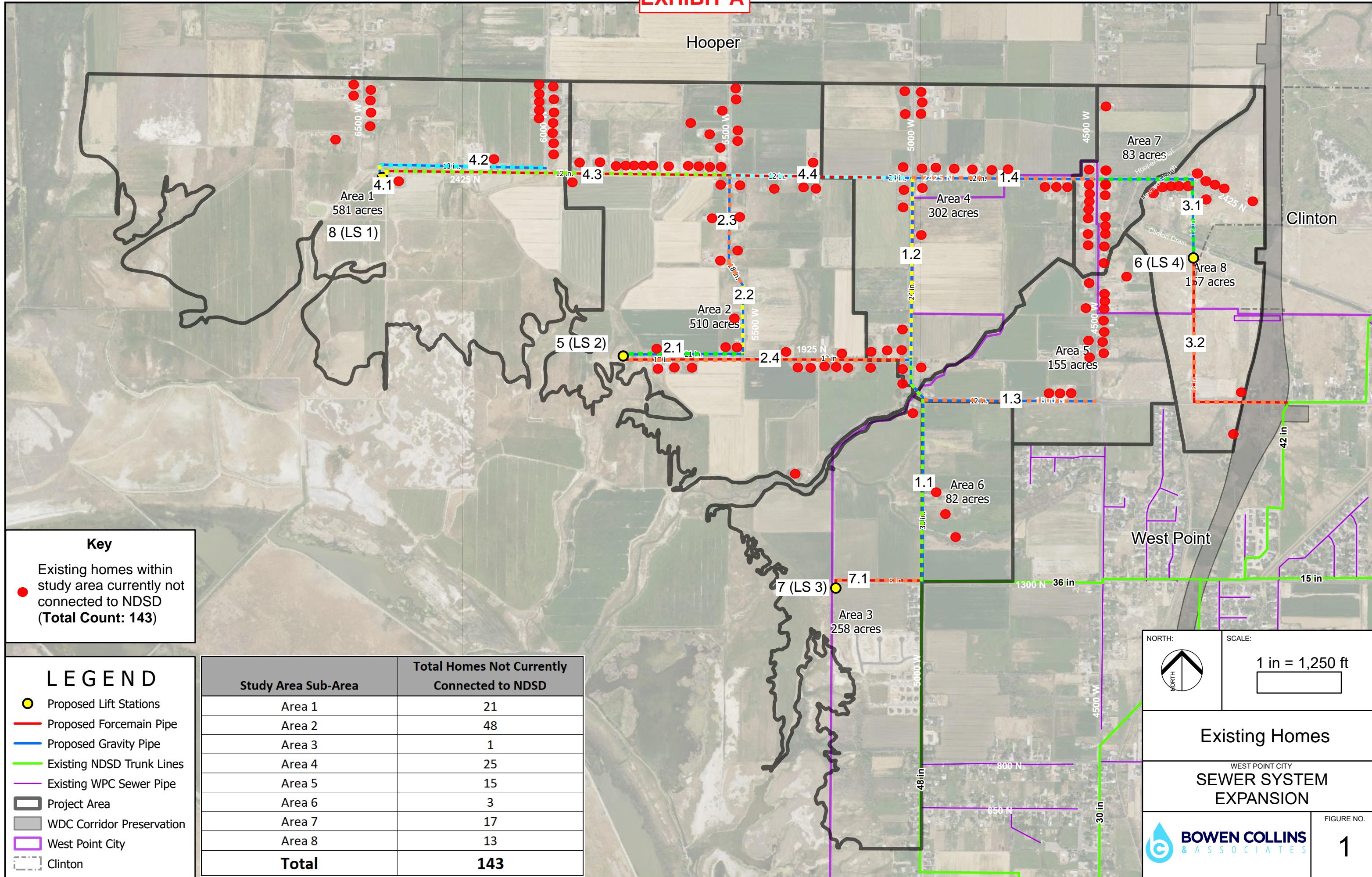
NORTH DAVIS SEWER DISTRICT

By: \_\_\_\_\_  
Joe Paul  
Board Chair

WEST POINT CITY

By: \_\_\_\_\_  
Brian Vincent,  
Mayor

# EXHIBIT A



# CITY COUNCIL STAFF REPORT

**Subject:** Davis County Grant for the 700 S Road Project  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** June 18, 2024



## Background

Last year the City was awarded a grant from Davis County for the reconstruction and widening of 700 South from 3500 W to 4000 W. Because of the departure of the previous grants administrator for the County there was a delay in having the agreement prepared. The new administrator has prepared the agreement which is now ready for approval by the City Council.

## Analysis

The agreement states that Davis County will reimburse the city for 80% of the project costs, up to a maximum of \$2,422,610. West Point must contribute 20%, up to a maximum of \$605,652. This is a joint project with Syracuse City and they will share the cost with West Point. Our match will be the costs of improving the intersection at 4000 W, which is an impact fee eligible project for both cities.

West Point City will be responsible to plan, design, and construct the road project using our own funds and then request reimbursement from the County, but reimbursements can be done periodically throughout the project. The agreement gives other requirements that the city must abide by, such as following APWA standards for design and commencing the project within two years.

We are about to begin the design work on the project with Gardner Engineering. They are preparing their proposal which we should have within the next couple of weeks. Once we have that we can begin the design work.

## Recommendation

Staff recommends approval of the agreement by resolution.

## Significant Impacts

None

## Attachments

Resolution

Agreement

**RESOLUTION NO. 06-18-2024C**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION  
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT  
BETWEEN WEST POINT CITY AND DAVIS COUNTY**

**WHEREAS**, West Point City, on or about June 28, 2023, submitted a Davis County Funding Application to the County for the 700 South Widening Project; and

**WHEREAS**, the City desires to commence and complete the Project in a manner consistent with the Application; and

**WHEREAS**, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of the Agreement; and

**WHEREAS**, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the Interlocal Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

**PASSED AND ADOPTED** this 18<sup>th</sup> Day of June, 2024.

**WEST POINT CITY,  
A Municipal Corporation**

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

---

Casey Arnold, City Recorder

## **INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and legal subdivision of the State of Utah (the “County”), and West Point City, a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

### **Recitals**

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

B. WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

C. WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

D. WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 22, 2023, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

E. WHEREAS, the City submitted a Davis County 3<sup>rd</sup> Quarter Funding Application, which is attached to this Agreement as Exhibit A and is incorporated into this Agreement by this reference (the “Application”), to the County, on or about June 29, 2023, seeking a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the 700 South widening project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference); and

F. WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about May 22, 2023 (the “Priority List”); and

G. WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on November 28, 2023; and

H. WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

I. WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

1. The City's Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application not to exceed \$2,422,610.00, only upon all of the following being timely and completely satisfied by the City:

a. The City commences the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and

c. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.

3. Progress Payments Authorized. The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$2,422,610.00, only if the City timely and completely satisfies its obligations under Sections 1 and 2 of this Agreement.

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

5. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

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

a. The mutual written agreement of the Parties;

b. By either Party;

- 1) After any material breach of this Agreement; and
- 2) Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
- 3) After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and

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

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

<u>To the City:</u>	<u>To the County:</u>
West Point City Attention: Kyle Laws 3200 W 300 N West Point, UT 84015	Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025

8. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

9. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

10. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or

provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the *Governmental Immunity Act of Utah*.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement.

12. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[This space is left blank intentionally. The signature page follows.]

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

WEST POINT CITY

---

Mayor

Dated: \_\_\_\_\_

ATTEST:

---

West Point City Recorder

Dated: \_\_\_\_\_

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

---

West Point City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

---

Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

---

Davis County Clerk

Dated: \_\_\_\_\_

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

---

Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_

# CITY COUNCIL STAFF REPORT

**Subject:** Rezone and Site Plan for Big-O Tires  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 18, 2024



## Background

Scott Jenkins, representing S&RJ Properties, has applied for a rezone and site plan for a proposed Big O Tires on property located at 25 South 2000 West. The property is 1.91 acres and is currently zoned R-2 (Residential). The applicant is requesting to be rezoned to L-C (Limited Commercial) to construct a tire store. A site plan is required for all commercial uses. A development agreement is also being proposed.

## Process

Rezone requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, if it can be demonstrated that their action will promote or protect the overall welfare of the community. The rezone requires a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council. The Planning Commission had a public hearing on May 23, 2024, and recommended approval of the rezone. There were no public comments at the hearing. The City Council must now have a public hearing and can approve, deny, or modify the request.

Site plans are administrative decisions and are subject to all the requirements found in the West Point City Code (Site Plan 17.30 & Conditional Uses 17.40). The Planning Commission approved the site plan on May 23, 2024.

## Analysis

The applicant has three applications for the property: rezone, site plan, and conditional use. There is also a development agreement for review.

### *Rezoning*

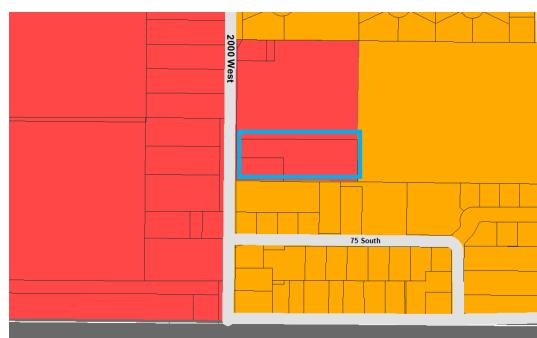
The applicant is proposing a rezoning of the property from R-2 to L-C Commercial (Limited Commercial). The City Council recently adopted the new Limited Commercial zone. This zone allows limited vehicle repair by conditional use only.

The General Plan, which serves as a guiding document for future development, designates this property as future Commercial. City code requires any rezone request to conform with the designation on the general plan. The City Council determined that the L-C Zone can be placed in any area designated as commercial on the general plan.

Current Zoning



General Plan

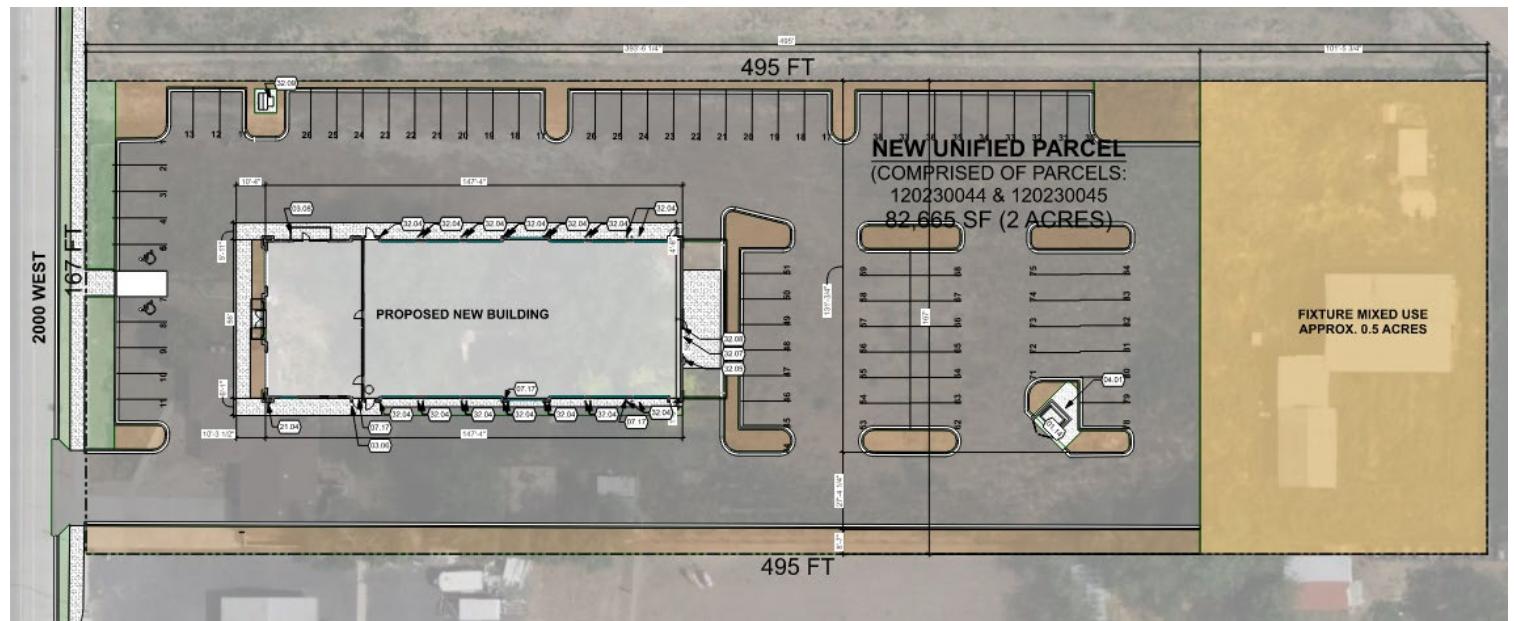


### *Site plan approval*

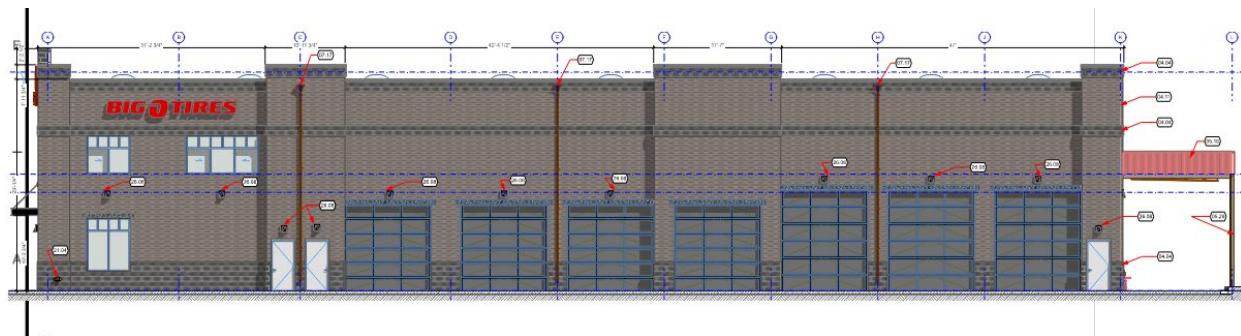
A site plan serves as a detailed illustration that presents the proposed layout of a particular development, containing the arrangement of buildings, parking areas, landscaping, and other notable elements. The site plan is reviewed to ensure its adherence to all applicable standards and requirements, including setbacks, building heights, and landscaping criteria. Staff has reviewed the plans and they follow all city code requirements.

The proposal is to build a 12,883 square foot building. The main floor is 7,947 square feet, with a showroom and seven bays for tire installation. The upstairs is an additional 4,946 square feet of office space.

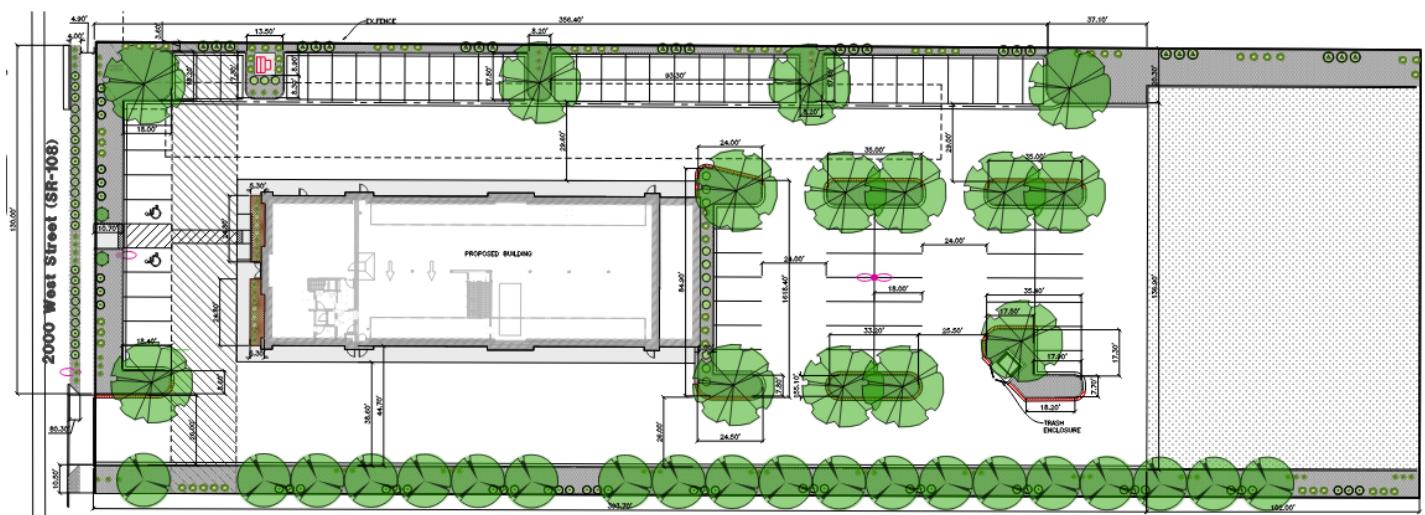
### *Site Plan*



## *Building Elevations*



## *Landscape Plan*



West Point City Code 17.60.140 establishes the regulations for commercial buildings in the L-C (Community Commercial) zone.

**Setbacks/Height:** The code outlines the following setbacks and height for buildings in the L-C zone:

	Required	Proposed
Front	20'	62'
Side	10'	56'/54'
Rear	10'	268'
Max Height	40'	30'

Landscaping & Fencing: The development is required to have a minimum of 15% open space on site. The proposed landscaping plan shows 15% of the site is landscaped. There is an existing fence adjacent to the homes on the east side of the property. A minimum 5-foot landscape planter is required around the building foundations, except for entrances and loading areas. The required landscaping has been provided.

There is approximately 17,000 square feet on the east side of the property that are not being developed with this project. The property is set aside for future development and is not being considered with this application.

Buffer Yards: The code requires a 10-foot landscape buffer along the residential to the south. The buffer shall have one large evergreen tree or deciduous, dense canopied tree every 20 feet with a maximum mature height of 25 feet. Other shrubbery and plantings shall also be included in this buffer area. A six-foot chain link fence is required at a minimum. The landscape plans show 10 feet of landscaping on the south side of the property. The plantings shown meet the requirements. A six-foot chain link fence will be provided.

Architectural Design: Architectural drawings, elevations, exterior materials, and color schemes must comply with established standards. The code requires buildings to have masonry on the exterior, the amount is determined by multiplying the outside perimeter of the building by four feet. The building will be constructed with Atlas Brick and CMU. The proposed building meets the requirements.

Windows: All building facades that face public streets shall have windows along at least 25 percent of their horizontal length. The street facing facade has adequate windows.

Parking: The code requires 3.5 parking spaces for each 1,000 square feet of floor area for general retail. The building is 12,883 square feet; therefore 45 parking spaces are required. The site plan has 86 parking spaces provided.

#### Conditional Use

The Planning Commission reviewed and approved the conditional use during their meeting on May 23, 2024. They put two conditions on the approval:

1. Hours of operation to be from 7:00am to 7:00pm.
2. No vehicle shall be parked on site longer than 72 hours.

### ***Development Agreement***

A development agreement has been prepared to ensure the property is developed in accordance with the site plan. The proposed development agreement does not contain any exceptions to the code. The site plan, landscaping, and building elevations are attached to the agreement.

### **Recommendation**

This item is on for public hearing and decision. Staff has reviewed the rezone request and finds it to be consistent with the general plan. The City Council must decide whether the zoning conforms to the general plan for this area as a legislative matter. Staff has also reviewed the site plan for compliance, and recommends approval for this administrative matter. Staff also recommends the development agreement be approved with the site plan and building elevations attached.

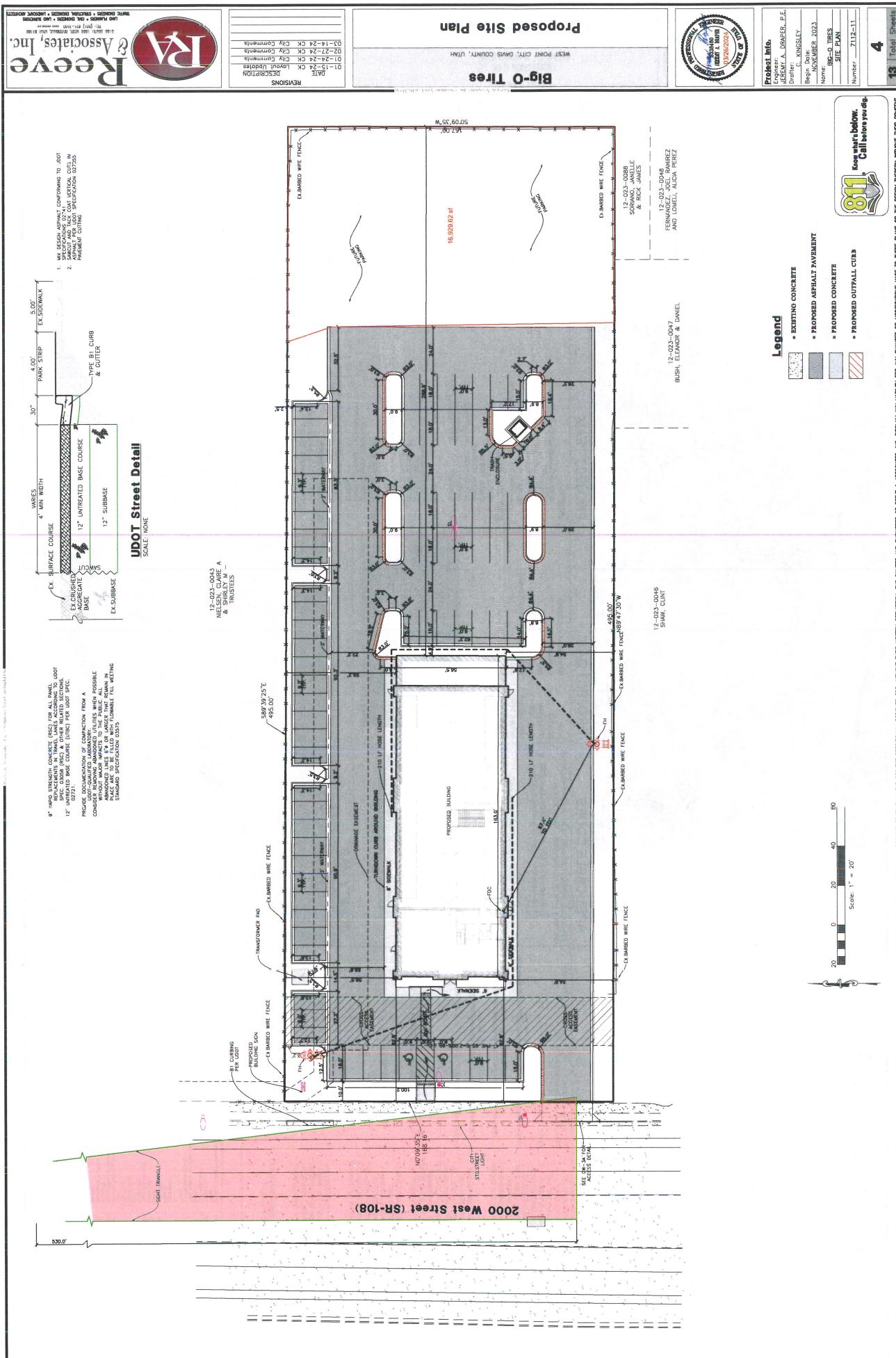
### **Attachments**

Application and Plans

Development Agreement & Resolution

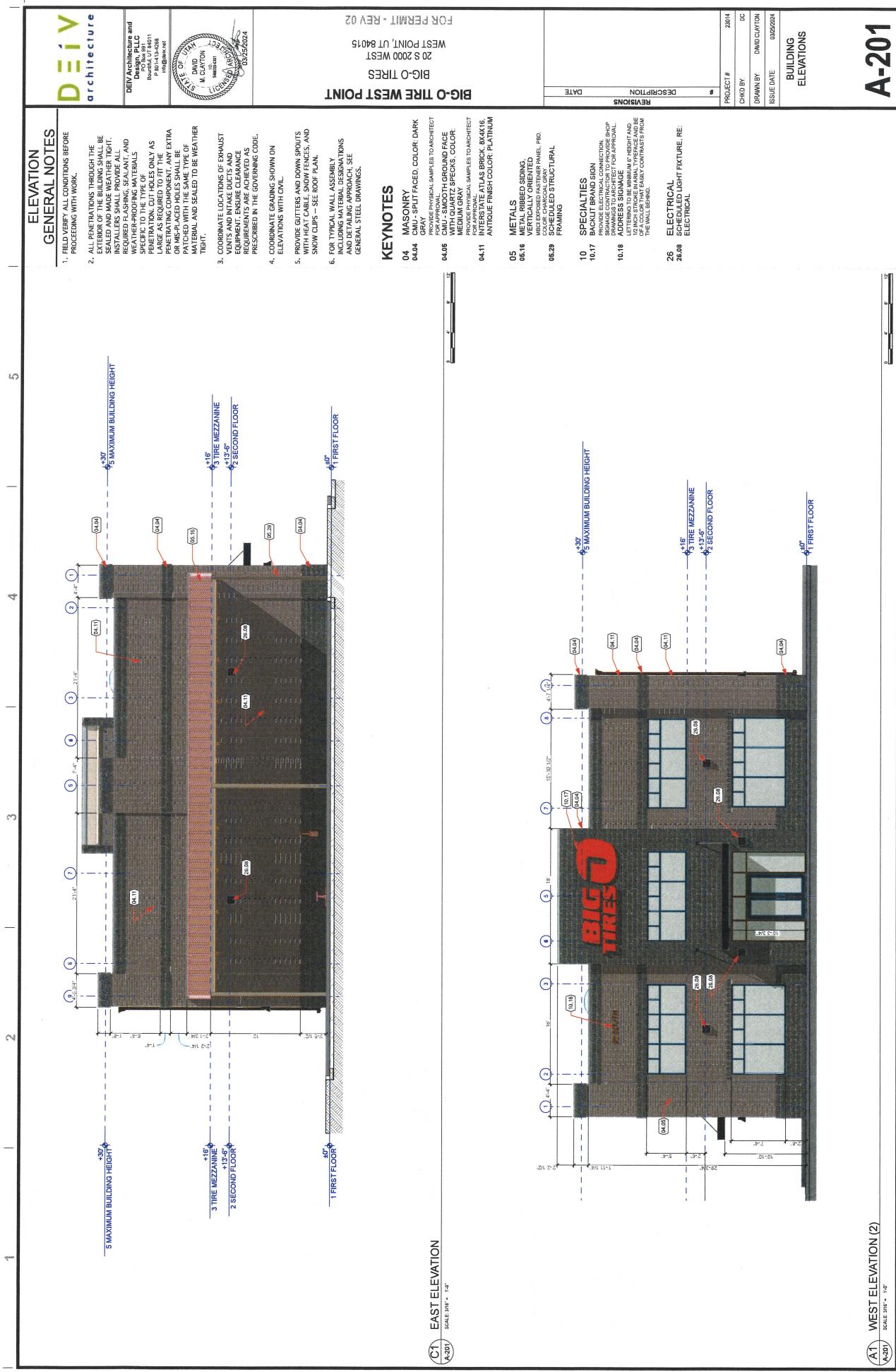
Rezone Ordinance



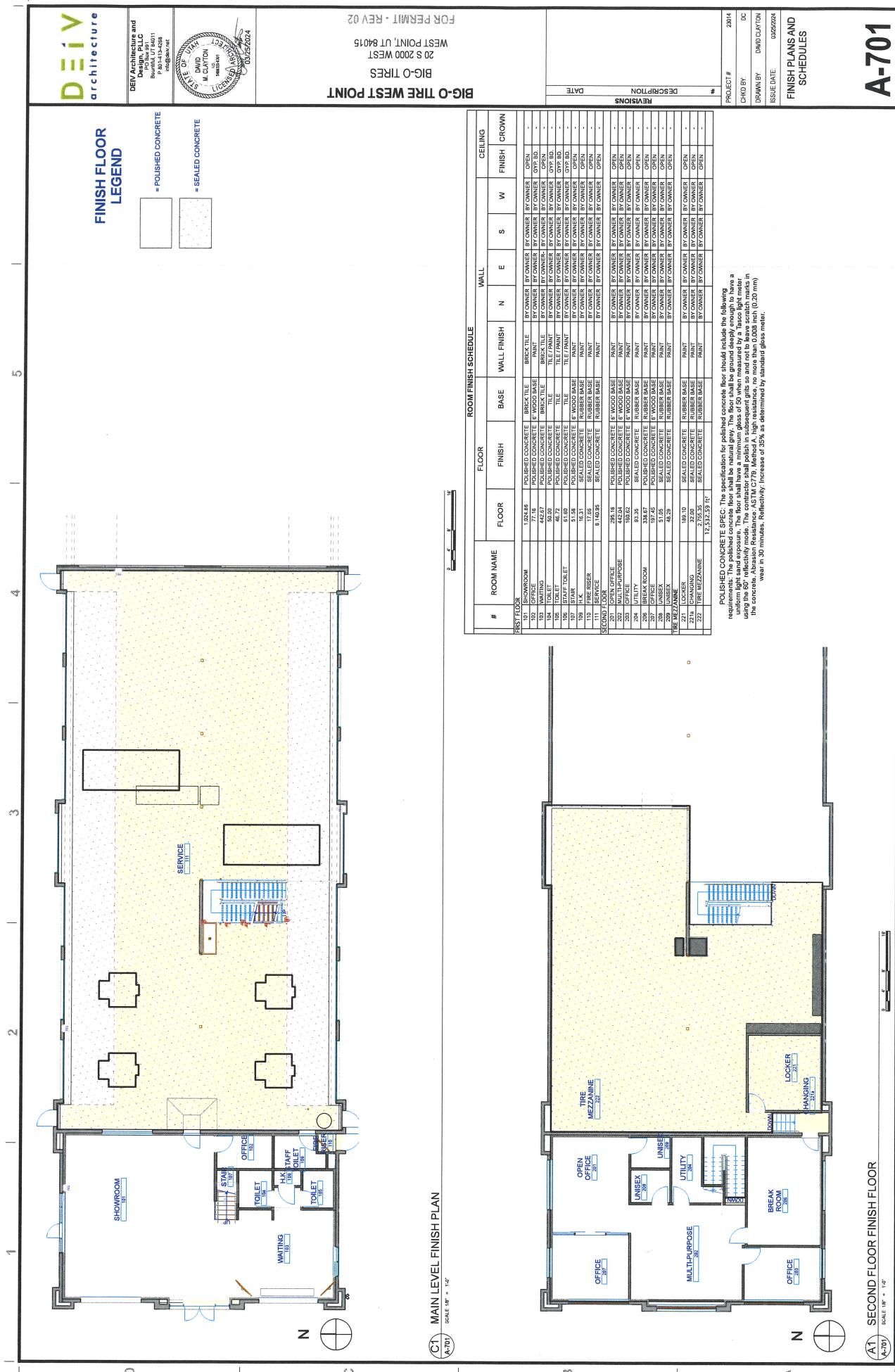














**RESOLUTION NO. 06-18-2024E**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND S&RJ PROPERTIES LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 25 S 2000 WEST**

**WHEREAS**, S&RJ PROPERTIES LLC (“*Owner*”) is the owner of the real property located at 25 SOUTH 2000 WEST and identified as Davis County parcel identification number 12-023-0168; and

**WHEREAS**, West Point City desires to enter into a development agreement with S&RJ PROPERTIES LLC; and

**WHEREAS**, West Point City and the Owner have jointly prepared the written agreement, attached hereto; and

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

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

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

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June, 2024.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

---

Casey Arnold, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND S&RJ PROPERTIES LLC  
(19 S 2000 W)**

THIS AGREEMENT for the development of land (hereinafter referred to as this **“Agreement”**) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as **“City”**), and S&RJ PROPERTIES LLC, (hereinafter referred to as **“Master Developer”**). City and Master Developer collectively referred to as the **“Parties”** and separately as **“Party.”**

**RECITALS**

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 (Residential) to L-C (Limited Commercial) for certain property located at 19 South 2000 West and contained by the following tax identification number: 12-023-0168 (hereinafter the **“Subject Area”**); and

WHEREAS, the overall Subject Area consists of approximately 1.91 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in **“Exhibit A”** attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on **“Exhibit B”** attached hereto (the **“Site Plan”**); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as L-C to allow for the development of a Big-O Tires on the Subject Property; and

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

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

**ARTICLE I  
DEFINITIONS**

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

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

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

1.3 "Master Developer" shall mean S&RJ Properties LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer's interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 "Master Developer' Undertakings" shall have the meaning set forth in Article IV.

1.5 "Project" means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 "Project Developer" means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 "Subject Area" shall mean the 1.91 acres as legally described in Exhibit A.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 The zoning of the Subject Area consistent with the Site Plan is a condition precedent to Master Developer' Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 1.91 acres of L-C (Limited Commercial) zoning.

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

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

## **ARTICLE III CITY'S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a site plan of the Subject Area from the Developer. The site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

## **ARTICLE IV MASTER DEVELOPER' UNDERTAKINGS**

Conditioned upon City's performance of its undertakings set forth in Article III, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 Development. Master Developer shall develop the property as a Big-O Tires in accordance with the attached site plan, including landscaping, parking, and building elevations (see Exhibits A, B, and C).

4.2 Access. The site is shown on Exhibit B with one access onto 2000 West. Cross access with the property to the north must be maintained. All UDOT requirements regarding current or future access must be satisfied.

4.3 Amendments. Master Developer agrees to limit development of the Subject Area to a Big-O Tires provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

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

## **ARTICLE V** **GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**

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

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

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

5.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

## ARTICLE VI REMEDIES

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

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

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

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

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer’s cure period shall be extended by thirty (30) days.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term "Master Developer" is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

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

To Master Developer: S&RJ Properties LLC  
1950 N 4425 W  
Ogden, UT 84404

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

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

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

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

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

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

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

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

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

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

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

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

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

*[Signature page follows]*

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

**WEST POINT CITY CORPORATION**

---

BRIAN VINCENT, Mayor

ATTEST:

---

CASEY ARNOLD, City Recorder

**S&RJ Properties**, a Utah limited liability company

---

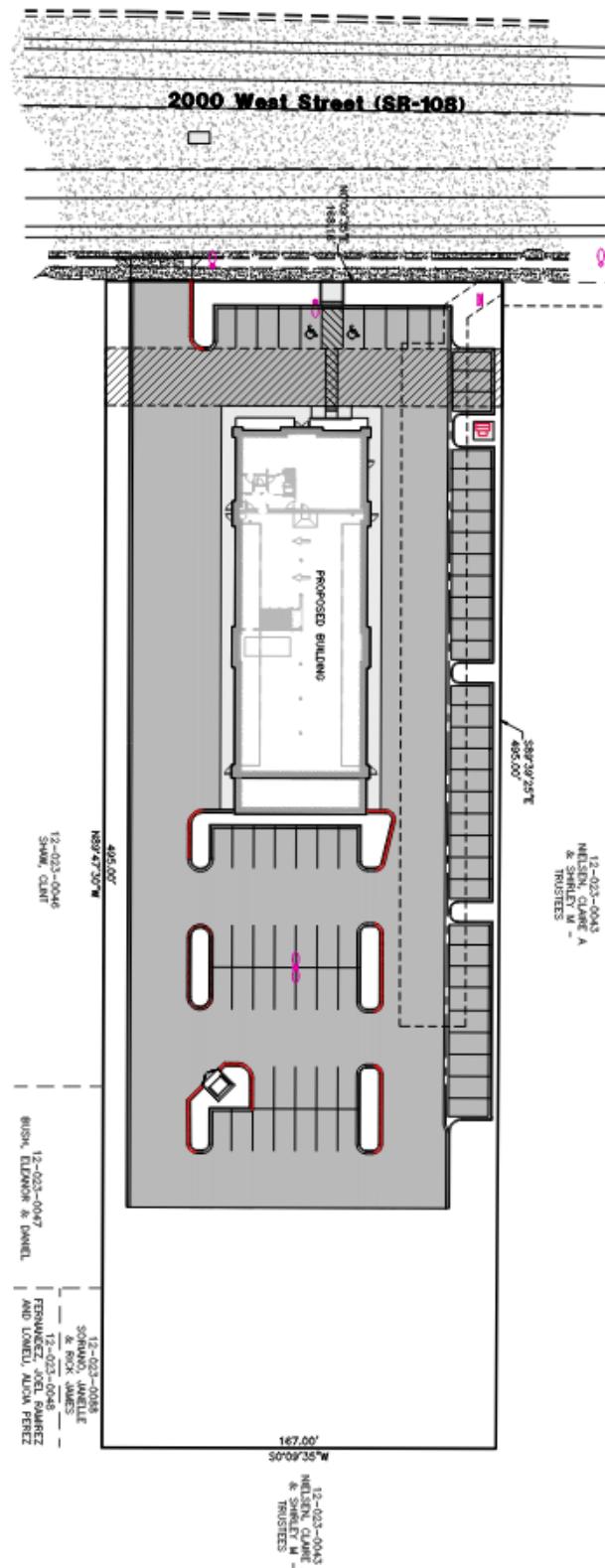
Scott Jenkins, Manager

## EXHIBIT A

### Legal Description of Property

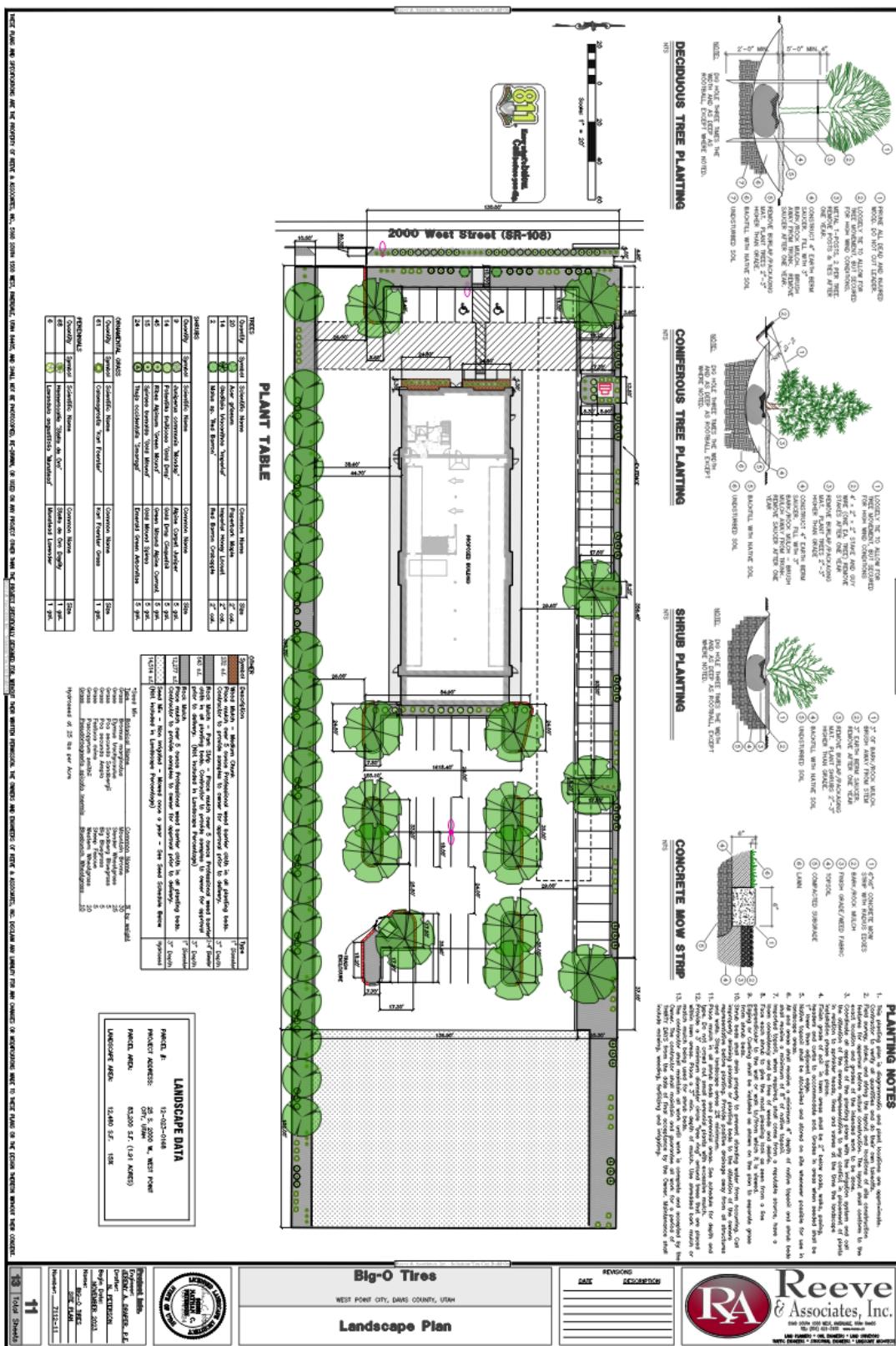
**BEG ON THE E LINE OF A STR AT A PT 1883.74 FT S 0^09'35" W ALG THE SEC LINE & S 89^39'25" E 33.0 FT FR NW COR SEC 3-T4N-R2W, SLB&M; & RUN TH S 89^39'25" E 495.0 FT; TH S 0^09'35" W 167.0 FT; TH N 89^47'30" W 300.5 FT; TH N 0^09'35" E 90.7 FT; TH N 89^39'25" W 194.5 FT TO THE E LINE OF SD STR; TH N 0^09'35" E 77.0 FT ALG SD STR TO THE POB. CONT. 1.50 ACRES. ALSO, BEG ON THE E LINE OF A STR AT A PT 1960.74 FT S 0^09'35" W ALG THE SEC LINE & S 89^39'25" E 33.0 FT FR NW COR SEC 3-T4N-R2W, SLB&M; & RUN TH S 89^39'25" E 194.5 FT; TH S 0^09'35" W 90.7 FT; TH N 89^39'25" W 194.5 FT TO THE E LINE OF SD STR; TH N 0^09'35" E 91.24 FT ALG SD E LINE TO THE POB. CONT. 0.41 ACRES. TOTAL ACREAGE 1.91 ACRES.**

**EXHIBIT B**  
Site Plan



## **EXHIBIT C**

### Landscape Plan



## EXHIBIT D

### Building Elevations



**ORDINANCE NO. 06-18-2024A**

**AN ORDINANCE REZONING PROPERTY LOCATED AT  
25 S 2000 W**

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

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

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

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

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

**Section One:**

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the R-2 zone and placing the property in the Limited Commerical (L-C) zone.

**Legal Description:**

See Exhibit A attached hereto.

**Section Two: ORDINANCES TO CONFORM WITH AMENDMENTS**

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

**Section Three: Severability**

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

**Section Four: Effective Date**

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

DATED this 18<sup>th</sup> day of June, 2024.

WEST POINT CITY, a Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent  
Mayor

ATTEST:

---

Casey Arnold  
City Recorder

## EXHIBIT A

Parcel: 12-023-0168

BEG ON THE E LINE OF A STR AT A PT 1883.74 FT S 0<sup>09'35"</sup> W ALG THE SEC LINE & S 89<sup>39'25"</sup> E 33.0 FT FR NW COR SEC 3-T4N-R2W, SLB&M; & RUN TH S 89<sup>39'25"</sup> E 495.0 FT; TH S 0<sup>09'35"</sup> W 167.0 FT; TH N 89<sup>47'30"</sup> W 300.5 FT; TH N 0<sup>09'35"</sup> E 90.7 FT; TH N 89<sup>39'25"</sup> W 194.5 FT TO THE E LINE OF SD STR; TH N 0<sup>09'35"</sup> E 77.0 FT ALG SD STR TO THE POB.

CONT. 1.50 ACRES. ALSO, BEG ON THE E LINE OF A STR AT A PT 1960.74 FT S 0<sup>09'35"</sup> W ALG THE SEC LINE & S 89<sup>39'25"</sup> E 33.0 FT FR NW COR SEC 3-T4N-R2W, SLB&M; & RUN TH S 89<sup>39'25"</sup> E 194.5 FT; TH S 0<sup>09'35"</sup> W 90.7 FT; TH N 89<sup>39'25"</sup> W 194.5 FT TO THE E LINE OF SD STR; TH N 0<sup>09'35"</sup> E 91.24 FT ALG SD E LINE TO THE POB. CONT. 0.41 ACRES.

TOTAL ACREAGE 1.91 ACRES.