



# WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

**JUNE 3, 2025**

**WEST POINT CITY HALL  
3200 W 300 N | WEST POINT, UT**

Mayor:  
Brian Vincent  
Council:  
Annette Judd, Mayor Pro Tem  
Jerry Chatterton • 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/82755426174> » Telephone: 1(669) 900-6833 – Meeting ID: 827 5542 6174

## ADMINISTRATIVE SESSION – 6:00 PM

1. Discussion Regarding the FY2026 Tentative Budget for West Point City & CDRA – Mr. Ryan Harvey [pg. 4](#)
2. Discussion Regarding an Amendment to the Grant Agreement for the 300 N Road Project – Mr. Boyd Davis [pg. 24](#)
3. Discussion Regarding Commercial Rezone Request and Development for Lot 2 at 12 N 2000 W – Mrs. Bryn MacDonald [pg. 28](#)
4. Discussion Regarding a Proposed PRUD Overlay Zone on Property at Appx. 2350 N 5000 W – Mrs. Bryn MacDonald [pg. 47](#)
5. Discussion Regarding an Amendment to the Harvest Fields Development Agreement – Mrs. Bryn MacDonald [pg. 65](#)
6. Discussion Regarding a Rezone for Property Located at 3700 W 1300 N (Applicant, Erik Craythorne) – Mrs. Bryn MacDonald [pg. 68](#)
7. Discussion Regarding the Small Area Plans – Mrs. Bryn MacDonald [pg. 72](#)
8. Other Items

## COMMUNITY DEVELOPMENT & RENEWAL AGENCY BOARD MEETING

1. Call to Order
2. Consideration of Resolution No. R06-03-2025A, Approving the FY2026 Tentative Budget for the CDRA – Mr. Ryan Harvey [pg. 4](#)
  - a. Public Hearing
  - b. Action
3. Motion to Adjourn

## 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. Consideration of Resolution No. 06-03-2025A, Approving the FY2026 Tentative Budget for West Point City – Mr. Ryan Harvey
  - a. Public Hearing
  - b. Action [pg. 4](#)
8. Consideration of Resolution No. 06-03-2025B, Approving an Interlocal Agreement with Syracuse City for the Construction of 700 S – Mr. Boyd Davis [pg. 99](#)
9. Consideration of Resolution No. 06-03-2025C, Approving an Interlocal Agreement with Davis County for the Construction of 700 S – Mr. Boyd Davis [pg. 99](#)
10. Consideration of Resolution No. 06-03-2025D, Approving an Amendment to the Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for the 300 N Road Project – Mr. Boyd Davis [pg. 24](#)
11. Consideration of Resolution No. 06-03-2025E, Approving a Development Agreement for Lot 2 of Nielsen Crossing – Mrs. Bryn MacDonald [pg. 28](#)
12. Consideration of Ordinance No. 06-03-2025A, Approving a Rezone of Lot 2 Nielsen Crossing from R-4 and A-40 to the C-C (Community Commercial) Zone – Mrs. Bryn MacDonald [pg. 28](#)
13. Public Hearing Regarding a Proposed PRUD Overlay Zone on Property at Appx. 2350 N 5000 W – Mrs. Bryn MacDonald [pg. 47](#)
14. Public Hearing Regarding the Small Area Plans – Mrs. Bryn MacDonald [pg. 72](#)
15. Motion to Move Into a Closed Session

## CLOSED SESSION

1. Motion to Open the Closed Session
2. Call to Order & Roll Call
3. Discussion Pursuant to UCA §52-4-205(1)(a): regarding an individual's character, professional competence, or physical / mental health
4. Motion to Adjourn the Closed Session

16. Motion to Adjourn the General Session

Posted this 31<sup>st</sup> day of May, 2025: Casey Arnold  
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above June 3, 2025 West Point City Council Meeting Notice & Agenda was posted at the following locations: 1) West Point City Hall, 2) official City website at [www.westpointutah.gov](http://www.westpointutah.gov) and 3) the Utah Public Notice Website at [www.utah.gov/pmn](http://www.utah.gov/pmn).

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:**        **06/17/2025**

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

1. Discussion Regarding the FY2025 Final Budget for West Point City & CDRA and 2025 Property Tax Rate – Mr. Ryan Harvey
2. Discussion Regarding General Plan Amendment - Mrs. Bryn MacDonald
3. Discussion Regarding Revisions to the PRUD Code – Mrs. Bryn MacDonald
4. Discussion Regarding Revisions to Landscaping Requirements – Mrs. Bryn MacDonald

### **CDRA**

1. Consideration of Approval of the FY2026 Final Budget for the CDRA of West point City
  - a. Public Hearing
  - b. Action

### **General Session – 7:00 pm**

1. Update from UTOPIA Fiber Internet
  2. Davis County Sheriff's Office Update
  3. Recognition of the 2025 Woman of Honor and Grand Marshal – Mayor Brian Vincent
  4. Consideration of Approval of the Maximum Allowable Property Tax Rate for Truth in Taxation Notices & Hearings
  5. Consideration of Approval of Resolution No. \*\*, Approving the FY2026 Fee Schedule – Mr. Ryan Harvey
    - a. **Public Hearing**
    - b. Action
  6. Consideration of Approval of Ordinance No. \*\* Adopting the Small Area Plans as Part of the General Plan – Mrs. Bryn MacDonald
  7. Consideration of Approval of Ordinance No. \*\*, Applying a PRUD Overlay Zone to Property Located at 2350 N 5000 W (Lone Pine Development) - Mrs. Bryn MacDonald
  8. Consideration of Consideration of Approval of Resolution No. \*\*, Approving an Amendment to the Harvest Fields Development Agreement – Mrs. Bryn MacDonald
    - a. **Public Hearing**
    - b. Action
  9. Consideration of Approval of Ordinance No. \*\*, Rezoning Property Located at 3700 W 1300 N from \* to \* (Craythorne) - Mrs. Bryn MacDonald
    - a. **Public Hearing**
    - b. Action
- 

**Date:**        **07/1/2025**

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

1. Discussion Regarding General Plan Amendments – Mrs. Bryn MacDonald

### **General Session – 7:00 pm**

1. Youth Council Update
  2. Consideration of Ordinance No. \*\*, Amending WPCC Section \*\* Regarding the PRUD Code – Mrs. Bryn MacDonald
    - a. **Public Hearing**
    - b. Action
  3. Consideration of Approval of Ordinance No. \*\*, Amending WPCC Section \*\* Regarding Landscaping Requirements – Mrs. Bryn MacDonald
    - a. **Public Hearing**
    - b. Action
- 

**Date:**        **07/15/2025**

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

1. Discussion Regarding \*\*

### **General Session – 7:00 pm**

1. Consideration of Approval of \*\*
- 

**Date:**        **08/05/2025**

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

1. Discussion Regarding \*\*

### **General Session – 7:00 pm**

1. Consideration of Approval of \*\*
- 

**Date:**        **08/19/2025**

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

1. Quarterly Financial Report
2. Discussion Regarding the FY2026 Final Budget and 2025 Property Tax Rate for West Point City

### **General Session – 7:00 pm**

1. Consideration of Approval of \*\*
  2. Motion to Adjourn the General Session and Move Into a Special Budget Meeting
- 

### **Special Budget Meeting – Following**

1. Consideration of Resolution No. \*\*, Approving the 2025 Property Tax Rate for West Point City
  - a. Public Hearing
  - b. Action
2. Public Hearing RE: the FY2026 Compensation Schedule
3. Consideration of Approval of Ordinance No. \*\*, Approving the FY2026 Final Budget for West Point City & All Related Agencies
  - a. Public Hearing
  - b. Action



# WEST POINT CITY 2025 CALENDAR

## 2025

## 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	

### 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	31					

### 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	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					

### 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						

### 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					

### JANUARY

1	New Year's Observed-CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
20	MLK Jr. Day - CLOSED
23	Planning Commission - 6 PM
24-25	City Council Planning & Visioning Session
28	Council/Staff Lunch - 11:30 AM

### JULY

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

### FEBRUARY

4	City Council - 6 PM
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	President's Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

### AUGUST

5	City Council - 6 PM
8	Summer Social - 6:30 PM
12	Senior Lunch - 11:30 AM (Loy Blake)
14	Planning Commission - 6 PM
15	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
28	Planning Commission - 6 PM

### MARCH

4	City Council - 6 PM
13	Planning Commission - 6 PM
18	Senior Lunch - 11:30 AM
18	City Council - 6 PM
27	Planning Commission - 6 PM

### SEPTEMBER

1	Labor Day - CLOSED
2	City Council - 6 PM
9	Senior Lunch - 11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
13	DAY OF SERVICE
16	City Council - 6 PM
25	Planning Commission - 6 PM

### APRIL

4	City Council - 6 PM - Canceled
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
11-12	ANNUAL SPRING CLEAN-UP
15	City Council - 6 PM
19	EASTER EGG HUNT - 10 AM
22	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM

### OCTOBER

2	CEMETERY CLEANING
7	City Council - 6 PM
9	Planning Commission - 6 PM
11	FALL FESTIVAL
13	Employee Training - CLOSED
21	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 11:30 AM
TBD	ANNUAL FALL CLEAN-UP

### MAY

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
26	Memorial Day - CLOSED

### NOVEMBER

4	GENERAL ELECTION DAY
11	Veterans Day - CLOSED
18	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
18	City Council - 6 PM
27-28	Thanksgiving - CLOSED

### JUNE

3	City Council - 6 PM
7	MISS WEST POINT PAGEANT
10	Senior Lunch - 11:30 AM (Loy Blake)
12	Planning Commission - 6 PM
13	MOVIE IN THE PARK - DUSK
17	City Council - 6 PM
19	JUNETEENTH - CLOSED
26	Planning Commission - 6 PM

### DECEMBER

1	CITY HALL LIGHTING - 6 PM
2	City Council - 6 PM
5	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
19	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED
1	New Year's - CLOSED

# CITY COUNCIL STAFF REPORT



**Subject:** FY2026 Tentative Budget  
**Author:** Ryan Harvey  
**Department:** Administrative Services  
**Date:** June 3, 2025

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## **BACKGROUND**

Cities in the State of Utah are required to adopt a balanced budget 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 will need to adopt the Tentative Budget at the June 3<sup>rd</sup> Council Meeting. The final Budget will need to be adopted either at the June 17<sup>th</sup> Council Meeting, or, if the Council decides to hold a Truth-in-Taxation Hearing, then the final Budget will be adopted in August. The remaining budget schedule is as follows:

June 3, 2025

- CDRA Fund
- Fee Schedule
- Property Tax Rate
- Adoption of FY2026 Tentative Budget
- Adoption of FY2026 CDRA Tentative Budget

June 17, 2025

- Adoption of FY2026 Final Budget (If no Truth in Taxation)
- Adoption of FY2026 CDRA Final Budget
- Adoption of Fee Schedule

## **ANALYSIS**

### **CDRA Fund**

This year the City received \$222,145 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 FY2026 budget will be to reduce the interest and increase the principle as follows:

85-44-65 Long-Term Debt Expense – Increase from \$419,000 to \$439,000

85-84-15 Interest Expense – Decrease from \$297,000 to \$277,000

### **Fee Schedule**

As part of the contract that the City signed with ACE Garbage and Disposal, they increase their rates by 3% this year. Accordingly, staff proposes the following changes to the Garbage collection rates to account for this change:

1<sup>st</sup> Black Can – \$14.30 (Increase from \$13.80)

2<sup>nd</sup> Black Can – \$14.300 (Increase from \$13.80)

Green Waste Can - \$6.00 (No Increase)

Recycling Can - \$4.75 (No Increase)

Other changes to the Fee Schedule for FY 2026:

Football:

\$200 for residents (Increase from \$175)

\$325 for non-residents (Increase from \$250)

Storm Water Impact Fees:

\$4,727 per acre (Increase from \$3,674)

North Davis Sewer Impact Fee (Residential):

\$3,454 (Increase from \$3,256)

The only other changes are moving some fees from one section to another to place them in the correct location, but not change the fee:

- Move “Permanent Sign Permit” to “Safety and Inspection Fees”
- Move the three fees titled, “Transportation Impact Fee” to the Commercial Impact Fees, and replace the Road Impact Fees that are in that section.

## **Property Tax Rate**

The County has not yet set a Certified Rate which will ensure that the City collects the same amount of revenue as last year, plus new growth. In past years the City Council has followed the revenue and taxation policy previously passed that states “West Point City should seek to maintain a stable tax rate; including maintaining the property tax rate when assessed values increase.” This of course requires the City to go through the Truth-in-Taxation (TNT) process. If the Council elects to go through that process again this year, the Council may choose to accept the Certified Rate or select a different rate. If the Council chooses not to go through the Truth-in-Taxation process, then the Certified Tax Rate will be adopted as part of the Final Budget at the June 17 Council Meeting. The City will know the Certified Rate within the next week or two. Staff needs direction from the Council and a motion is required if we are to pursue TNT this year. The needs of the City continue to grow as we see more and more development take place. One of the biggest needs going forward will be maintaining adequate staffing levels and training for staff. We also have our law enforcement contract with the County that continues to increase. While Sales Tax Revenues continue to grow, it is not a wise practice to rely too heavily on that revenue stream. Staff believes that small increases to the more stable Property Tax Revenue is more advantageous for the long-term benefit of the City.

## **FY2026 Tentative Budget Review**

At the May 6<sup>th</sup> meeting we discussed the changes to the Tentative Budget related to the General Fund, and at the May 20<sup>th</sup> meeting we discussed changes related to Capital Projects and the Enterprise Funds. The following is a summary of the expenditure changes proposed in the Tentative Budget:

### **General Government (Total: \$2,000)**

- Training and Education (\$2,000)

### **Administrative Services (Total: \$4,000)**

- Training and Education (\$2,000)
- Credit Card Processing Fees (\$1,000)
- IT Support & Contracts (\$1,000)

### **Public Works (Total: \$2,000)**

- Travel and Education (\$1,000)
- Protective Clothing & Equipment (\$1,000)

### **Executive (Total: -\$194,000)**

- Travel and Education (\$3,000)
- Miscellaneous (-\$2,000)
- Employee Benefits and Bonus Program (\$2,500)
- Wellness Program (\$1,000)
- Office Supplies & Expense (\$500)
- Utah League Membership (\$500)
- Recorder's Office (\$1,000)
- COVID-19 Expenses (-\$200,000)
- ARPA Funds (-\$500)
- Fireworks – (*TBD – nothing is in the Tentative Budget Currently*)

### **Community Development (Total: \$3,500)**

- Travel and Education (\$2,500)
- GIS (\$1,000)

### **Public Safety and Emergency Plan (Total: \$130,000)**

- Police Services (\$130,000)

### **Parks and Cemetery (Total: \$7,400)**

- Uniforms (\$400)
- Training and Education (\$2,000)
- Building and Grounds (\$5,000)

### **Recreation (Total: \$2,300)**

- Travel and Education (\$1,800)
- Jr. Jazz (\$1,500)
- Football (-\$5,000)
- Office Supplies and Expense (\$3,000)
- Baseball/Softball (\$1,000)

### **Water Fund (\$50,165)**

- Water Purchase – Weber Basin (\$44,745)
- IT Support & Contracts (\$1,800)
- Trench Box for Water, Waste, & Storm Drain Repairs (\$3,620)

### **Waste Fund (\$5,420)**

- IT Support & Contracts (\$1,800)
- Trench Box for Water, Waste, & Storm Drain Repairs (\$3,620)

### **Storm Water Fund (\$3,620)**

- Trench Box for Water, Waste, & Storm Drain Repairs (\$3,620)

## **FY2026 Personnel Impacts**

### **General Fund (\$272,308)**

- COLA Salaries (\$73,706)
- COLA Benefits (\$13,352)
- Merit Salaries (\$61,422)
- Merit Benefits (\$11,127)
- Additional URS Tier 2 (\$1,533)
- New Positions Salaries (\$70,350)
- New Positions Benefits(40,818)

### **Water Fund (\$21,014)**

- COLA Salaries (\$9,353)
- COLA Benefits (\$1,985)
- Merit Salaries (\$7,794)
- Merit Benefits (\$1,654)
- Additional URS Tier 2 (\$228)

### **Waste Fund (\$17,708)**

- COLA Salaries (\$7,873)
- COLA Benefits (\$1,680)
- Merit Salaries (\$6,561)
- Merit Benefits (\$1,400)
- Additional URS Tier 2 (\$193)

### **Storm Water Fund (\$6,3103,620)**

- COLA Salaries (\$2,821)
- COLA Benefits (\$584)
- Merit Salaries (\$2,351)

- Merit Benefits (\$487)
- Additional URS Tier 2 (\$67)

### **RECOMMENDATION**

Staff would like Council to discuss and provide direction on the proposed FY2026 Tentative Budget. Staff recommends approval of the FY2026 Tentative Budget and the FY2026 CDRA Tentative Budget.

### **SIGNIFICANT IMPACTS**

Financial impacts as outlined in the FY2026 Tentative Budget

### **ATTACHMENTS**

Resolution - FY2026 Tentative Budget

Resolution - FY2026 CDRA Tentative Budget

Proposed Tentative Budget FY2026

**CDRA of West Point City  
RESOLUTION NO. 06-03-2025A**

**A RESOLUTION ADOPTING A TENTATIVE  
BUDGET FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF  
WEST POINT CITY FOR FISCAL YEAR 2026**

**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 – Community Reinvestment Agency 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 2026;

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the CDRA Board of West Point City that the hereto attached CDRA Tentative Budget is hereby adopted for Fiscal Year 2026.

**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 3<sup>rd</sup> day of June, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Kyle Laws, Executive Director

\_\_\_\_\_  
Casey Arnold, Secretary

**RESOLUTION NO. 06-03-2025A**

**A RESOLUTION ADOPTING A  
TENTATIVE BUDGET FOR WEST POINT CITY &  
RELATED AGENCIES FOR FISCAL YEAR 2025-2026**

**WHEREAS**, the City Council of West Point City, County of Davis, State of Utah (hereinafter referred to as the “City”) is required by law to adopt a Budget for the 2025-2026 Budget Year in accordance with § 10-6-118, UCA, 1953, as amended, and the other provisions of the “Uniform Fiscal Procedures Act for Utah Cities,” § 10-6-101 through § 10-6-160, UCA, 1953, as amended; and,

**WHEREAS**, the West Point City Manager has heretofore caused to be prepared and submitted to the City Council a Tentative Budget for the City for the 2025-2026 Budget Year; and,

**WHEREAS**, said Tentative Budget appears to be in proper form, subject to minor modifications, and appears correctly to set forth the anticipated disbursements and anticipated receipts of the City for the 2025-2026 Budget Year;

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the City Council of West Point City that the hereto attached Tentative Budget is hereby adopted as the Tentative Budget of the City for Fiscal Year 2025-2026.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of June, 2025

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>GENERAL FUND</b>						
<b>TAXES</b>						
10-31-10	Property Taxes	729,728.93	752,634.63	778,503.00	778,503.00	778,503.00
10-31-25	Vehicle - In lieu of prop. tax	40,937.45	48,977.18	45,000.00	45,000.00	50,000.00
10-31-30	General Sales and Use Taxes	2,327,595.75	2,443,522.68	2,500,000.00	2,500,000.00	2,500,000.00
10-31-40	Cable TV	49,161.02	45,133.65	45,000.00	45,000.00	40,000.00
10-31-50	Energy Sales and Use	572,723.89	576,492.75	600,000.00	600,000.00	650,000.00
10-31-60	Telecommunications	28,502.75	27,358.36	25,000.00	25,000.00	25,000.00
Total TAXES:		3,748,649.79	3,894,119.25	3,993,503.00	3,993,503.00	4,043,503.00
<b>LICENSES AND PERMITS</b>						
10-32-10	Bus. License/Cond. Use Permits	49,685.52	13,337.20	15,000.00	15,000.00	13,000.00
10-32-21	Building Permits	283,504.73	241,382.83	225,000.00	225,000.00	400,000.00
Total LICENSES AND PERMITS:		333,190.25	254,720.03	240,000.00	240,000.00	413,000.00
<b>INTERGOVERNMENTAL REVENUE</b>						
10-33-56	Class C Roads	523,608.37	559,992.16	550,000.00	550,000.00	600,000.00
10-33-71	ARPA West Point City Direct	1,289,333.00	.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUE:		1,812,941.37	559,992.16	550,000.00	550,000.00	600,000.00
<b>CHARGES FOR SERVICES</b>						
10-34-10	Zoning and Subdivision Fees	19,311.03	9,875.00	10,000.00	10,000.00	15,000.00
10-34-60	Recreation Fees	127,520.00	167,248.40	150,000.00	150,000.00	150,000.00
10-34-78	Park & City Hall Reservations	5,970.00	7,280.00	5,000.00	5,000.00	5,000.00
10-34-79	City Celeb. & Sponsorships	20,295.00	20,480.00	18,000.00	18,000.00	20,000.00
10-34-82	Cemetery Interment	10,925.00	24,200.00	15,000.00	15,000.00	15,000.00
10-34-90	Misc. Income & Concessions	15,462.14	42,630.29	10,000.00	10,000.00	10,000.00
Total CHARGES FOR SERVICES:		199,483.17	271,713.69	208,000.00	208,000.00	215,000.00
<b>MISCELLANEOUS REVENUE</b>						
10-36-10	Interest Earnings	129,653.62	107,236.13	200,000.00	200,000.00	100,000.00
10-36-30	Arts Council Revenue	.00	2,945.00	5,000.00	5,000.00	5,000.00
10-36-90	Miscellaneous	15.00	765.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		129,638.62	110,946.13	205,000.00	205,000.00	105,000.00
<b>CONTRIBUTIONS &amp; TRANSFERS</b>						
10-39-10	Beginning Balance	.00	.00	800,000.00	800,000.00	800,000.00
Total CONTRIBUTIONS & TRANSFERS:		.00	.00	800,000.00	800,000.00	800,000.00
<b>GENERAL GOVERNMENT</b>						
10-41-10	Mayor and Council Wages	52,891.96	58,806.79	55,850.00	55,850.00	58,023.00
10-41-11	Executive	1,471.63	.00	.00	.00	.00
10-41-13	Employee Benefits	7,829.88	8,806.60	8,448.00	8,448.00	8,777.00
10-41-33	Training and Education	12,226.34	10,964.22	11,000.00	11,000.00	13,000.00
10-41-35	Community Service Contracts	3,690.24	2,359.19	4,000.00	4,000.00	4,000.00
Total GENERAL GOVERNMENT:		78,110.05	80,936.80	79,298.00	79,298.00	83,800.00
<b>ADMINISTRATIVE SERVICES</b>						
10-44-11	Salaries and Wages	133,014.78	161,410.66	164,945.00	164,945.00	172,202.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
10-44-13	Employee Benefits	57,688.21	73,416.73	79,642.00	79,642.00	83,474.00
10-44-20	Mileage Reimbursement	597.50	739.32	800.00	800.00	800.00
10-44-21	Books, Subscrip. & Memberships	933.95	275.58	1,000.00	1,000.00	1,000.00
10-44-24	Postage	2,522.43	3,643.88	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	458.45	1,124.01	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	9,669.45	8,065.95	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	4,731.11	2,238.05	4,000.00	4,000.00	6,000.00
10-44-38	Auditor & Accounting Support	13,736.25	16,115.00	16,500.00	16,500.00	16,500.00
10-44-63	IT Support & Contracts	5,303.50	5,442.98	7,100.00	7,100.00	8,100.00
10-44-65	Emergency Management	.00	.00	2,000.00	2,000.00	2,000.00
10-44-69	Office Supplies & Expense	2,887.37	3,452.80	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	23,180.51	27,693.58	50,000.00	50,000.00	50,000.00
10-44-95	Credit Card Processing Fees	2,021.51	2,422.79	2,000.00	2,000.00	3,000.00
10-44-98	Bank Service Charges	434.62	35.00	1,000.00	1,000.00	1,000.00
<b>Total ADMINISTRATIVE SERVICES:</b>		<b>257,179.64</b>	<b>306,076.33</b>	<b>355,487.00</b>	<b>355,487.00</b>	<b>370,576.00</b>
<b>PUBLIC WORKS</b>						
10-48-11	Salaries and Wages	145,113.29	136,984.30	241,144.00	161,144.00	207,585.00
10-48-13	Employee Benefits & Retirement	81,002.39	84,677.82	145,440.00	85,440.00	123,190.00
10-48-15	On call pay	5,012.00	4,732.00	5,950.00	5,950.00	5,950.00
10-48-20	Overtime	34,821.51	29,400.28	25,000.00	25,000.00	25,000.00
10-48-23	Travel and Education	.00	1,490.00	360.00	360.00	1,360.00
10-48-25	Equipment, Supplies & Maint.	7,149.94	13,224.06	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	26,842.27	27,758.39	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	3,234.58	6,554.81	3,500.00	3,500.00	4,500.00
10-48-65	Fleet Operations & Maintenance	12,626.83	15,962.65	10,000.00	10,000.00	10,000.00
10-48-67	Fleet Fuel	14,472.93	12,329.72	12,865.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	749.16	208.48	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	6,480.00	9,740.00	10,000.00	10,000.00	10,000.00
10-48-75	Crosswalk Power	668.52	639.28	700.00	700.00	700.00
10-48-77	Public Facilities Heating	9,253.56	7,924.79	6,000.00	6,000.00	6,000.00
10-48-82	Public Facilities Power	14,552.85	15,007.79	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	64,856.49	63,295.49	52,000.00	123,000.00	52,000.00
<b>Total PUBLIC WORKS:</b>		<b>426,836.32</b>	<b>429,929.86</b>	<b>561,519.00</b>	<b>492,519.00</b>	<b>507,710.00</b>
<b>EXECUTIVE</b>						
10-49-11	Salaries and Wages	255,730.25	292,528.24	322,375.00	322,375.00	336,560.00
10-49-13	Employee Benefits	111,545.33	148,676.80	174,891.00	174,891.00	183,206.00
10-49-20	Mileage Reimbursements	.00	.00	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	4,948.94	5,957.41	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	14,934.05	25,034.21	10,000.00	10,000.00	13,000.00
10-49-25	New Equipment Purchase	14,196.87	21,840.05	22,500.00	22,500.00	22,500.00
10-49-37	Attorney	34,683.50	33,909.00	35,000.00	35,000.00	35,000.00
10-49-62	Miscellaneous	1,808.00	5,877.00	12,000.00	12,000.00	10,000.00
10-49-63	IT Support & Contracts	27,999.59	33,472.18	40,000.00	40,000.00	40,000.00
10-49-65	Emp. Awards, Rec. & Events	14,894.26	21,662.43	16,000.00	16,000.00	16,000.00
10-49-66	Education Reimb. Program	705.00	.00	6,000.00	6,000.00	6,000.00
10-49-67	Emp. Benefits & Bonus Program	13,953.83	46,340.53	15,000.00	15,000.00	17,500.00
10-49-68	Wellness Program	340.36	315.75	2,000.00	2,000.00	3,000.00
10-49-69	Office Supplies & Expense	5,303.74	2,972.61	5,000.00	5,000.00	5,500.00
10-49-70	Cellular & Radio Serv. & Equip	11,501.52	8,339.55	12,000.00	12,000.00	12,000.00
10-49-72	Legal Advertising	2,789.80	4,885.99	6,000.00	6,000.00	6,000.00
10-49-80	Utah League Membership	6,369.95	6,891.55	7,500.00	7,500.00	8,000.00
10-49-82	City Newsletter	10,644.53	11,057.72	12,000.00	12,000.00	12,000.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
10-49-83	Economic Development	.00	.00	5,000.00	5,000.00	5,000.00
10-49-85	Volunteerism Program	.00	.00	2,000.00	2,000.00	2,000.00
10-49-86	HR Background Checks	115.55	99.90	500.00	500.00	500.00
10-49-87	HR Position Posting	.00	358.00	.00	.00	.00
10-49-88	Recorders Office	9,221.11	4,167.86	8,000.00	8,000.00	9,000.00
10-49-89	Elections	60.56	24,221.88	20,000.00	20,000.00	20,000.00
10-49-90	City Celebrations & Events	92,456.89	65,263.37	90,000.00	90,000.00	90,000.00
10-49-91	Youth Council	5,743.47	8,441.02	10,000.00	10,000.00	10,000.00
10-49-92	Miss West Point Pageant	11,776.97	12,799.00	15,000.00	15,000.00	15,000.00
10-49-93	Senior Program	9,185.49	592.06	.00	.00	.00
10-49-96	Youth Court	2,016.50	2,016.50	5,000.00	5,000.00	5,000.00
10-49-97	COVID-19 Expenses	.00	.00	200,000.00	200,000.00	.00
10-49-98	Arts Council	746.94	4,038.00	5,000.00	5,000.00	5,000.00
10-49-99	ARPA- Expenditures	.00	.00	500.00	500.00	.00
<b>Total EXECUTIVE:</b>		<b>663,673.00</b>	<b>791,758.61</b>	<b>1,063,016.00</b>	<b>1,063,016.00</b>	<b>891,516.00</b>
<b>COMMUNITY DEVELOPMENT</b>						
10-52-11	Salaries and Wages	190,908.58	254,376.75	342,738.00	302,738.00	274,597.00
10-52-13	Employee Benefits & Retirement	76,735.38	84,623.28	185,482.00	145,482.00	119,319.00
10-52-21	Books, Subscrip. & Memberships	903.00	668.00	1,500.00	1,500.00	1,500.00
10-52-23	Travel, Education & Certificat	3,960.79	6,269.02	5,000.00	5,000.00	7,500.00
10-52-25	Equipment & Supplies	668.22	1,214.93	2,000.00	2,000.00	2,000.00
10-52-51	GIS	.00	.00	.00	.00	1,000.00
10-52-62	Contract Planning & Insp Serv	76,010.00	80,890.50	4,000.00	4,000.00	4,000.00
10-52-63	IT Support & Contracts	7,324.63	12,697.21	13,500.00	13,500.00	13,500.00
10-52-65	State Building Surcharge	3,574.28	1,855.32	3,000.00	3,000.00	3,000.00
10-52-68	Planning Comm/Board of Adj.	2,459.77	1,786.85	3,500.00	3,500.00	3,500.00
10-52-69	Office Supplies & Expense	492.15	81.26	500.00	500.00	500.00
10-52-85	Code Enforcement	2,082.39	4,197.71	4,000.00	4,000.00	4,000.00
10-52-90	County Recording Fees	308.00	508.00	4,000.00	4,000.00	4,000.00
<b>Total COMMUNITY DEVELOPMENT:</b>		<b>365,427.19</b>	<b>449,168.83</b>	<b>569,220.00</b>	<b>489,220.00</b>	<b>438,416.00</b>
<b>ENGINEERING</b>						
10-53-11	Salaries and Wages	52,443.10	60,102.96	59,783.00	99,783.00	145,238.00
10-53-13	Emp. Benefits & Retirement	20,406.10	24,579.57	26,689.00	66,689.00	74,933.00
10-53-21	Books, Subscrip. & Memberships	174.00	100.00	1,000.00	1,000.00	1,000.00
10-53-23	Travel, Education & Certificat	1,400.30	2,871.62	4,000.00	4,000.00	4,000.00
10-53-25	Equipment & Supplies	598.70	1,127.34	20,000.00	20,000.00	20,000.00
10-53-51	GIS	4,659.50	940.00	4,000.00	4,000.00	4,000.00
10-53-63	IT Support & Contracts	20,174.84	2,727.17	7,000.00	7,000.00	7,000.00
10-53-69	Office Supplies & Expense	77.59	.00	500.00	500.00	500.00
10-53-70	Engineering Services	4,642.50	954.25	22,000.00	22,000.00	22,000.00
<b>Total ENGINEERING:</b>		<b>104,576.63</b>	<b>93,402.91</b>	<b>144,972.00</b>	<b>224,972.00</b>	<b>278,671.00</b>
<b>PUBLIC SAFETY &amp; EMERGENCY PLAN</b>						
10-54-11	Crossing Guards	53,181.24	62,530.76	139,458.00	139,458.00	163,944.00
10-54-13	Employee Benefits & Retirement	5,170.93	6,195.95	13,820.00	13,820.00	16,247.00
10-54-15	Crossing Guard Supplies/Equip.	799.46	1,680.94	2,000.00	2,000.00	2,000.00
10-54-60	Animal Control	26,394.36	.00	.00	.00	.00
10-54-62	Police Services	278,808.00	463,065.12	625,248.00	625,248.00	755,248.00
10-54-65	Narcotics Strike Force	8,743.68	9,647.44	9,700.00	9,700.00	9,700.00
10-54-71	Emergency Manager	.00	.00	25,000.00	25,000.00	25,000.00
10-54-75	Hometown Security (EPRT)	.00	.00	4,000.00	4,000.00	4,000.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
Total PUBLIC SAFETY & EMERGENCY PLAN:		373,097.67	543,120.21	819,226.00	819,226.00	976,139.00
<b>PARKS AND CEMETERY</b>						
10-70-11	Salaries and Wages	74,303.60	106,961.57	145,009.00	225,009.00	252,346.00
10-70-13	Employee Benefits & Retirement	20,180.72	28,122.59	14,370.00	74,370.00	82,183.00
10-70-20	Uniforms	1,422.57	128.40	600.00	600.00	1,000.00
10-70-23	Training & Education	.00	.00	.00	.00	2,000.00
10-70-25	Equipment & Supplies	10,535.07	35,147.53	20,000.00	20,000.00	20,000.00
10-70-26	Building and Grounds	89,799.05	52,749.90	85,000.00	85,000.00	90,000.00
10-70-29	Park & Cemetery Lights	3,773.79	3,932.85	4,500.00	4,500.00	4,500.00
10-70-61	Misc. Services and Supplies	160.04	214.75	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	137.20	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	12,300.30	3,530.39	6,000.00	6,000.00	6,000.00
Total PARKS AND CEMETERY:		212,292.26	230,787.98	277,179.00	417,179.00	459,729.00
<b>RECREATION</b>						
10-71-11	Salaries and Wages	246,602.38	236,005.35	347,704.00	347,704.00	363,002.00
10-71-13	Employee Benefits & Retirement	77,050.76	76,098.65	142,318.00	142,318.00	149,134.00
10-71-20	Recreation Program Marketing	712.56	.00	1,000.00	1,000.00	1,000.00
10-71-23	Travel & Education	377.81	4,180.28	3,200.00	3,200.00	5,000.00
10-71-25	Equipment and Supplies	261.47	15,940.69	5,000.00	5,000.00	5,000.00
10-71-26	Building and Grounds	3,175.03	29.00	7,800.00	7,800.00	7,800.00
10-71-30	Background Checks	462.20	1,314.55	2,000.00	2,000.00	2,000.00
10-71-60	Soccer	21,965.44	25,889.34	27,000.00	27,000.00	27,000.00
10-71-67	Junior Jazz	26,465.85	8,754.47	23,500.00	23,500.00	25,000.00
10-71-68	Football	53,995.69	25,706.63	35,000.00	35,000.00	35,000.00
10-71-69	Office Supplies & Expense	3,416.91	2,585.00	2,000.00	2,000.00	5,000.00
10-71-71	Baseball/Softball	40,237.44	30,013.99	30,000.00	30,000.00	31,000.00
10-71-73	Volleyball	4,012.45	2,337.30	5,500.00	5,500.00	5,500.00
10-71-80	Senior Programs	.00	12,443.10	11,000.00	11,000.00	11,000.00
Total RECREATION:		478,735.99	441,298.35	643,022.00	643,022.00	672,436.00
<b>TRANSFERS, CONT. &amp; OTHER USES</b>						
10-90-63	Class C Trans. to Special Rev.	508,857.46	580,257.60	550,000.00	550,000.00	550,000.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	1,028,000.00	1,041,679.00	357,564.00	286,564.00	371,510.00
10-90-95	Transfer Out to CDRA	.00	576,000.00	576,000.00	576,000.00	576,000.00
10-90-97	Transfer to Water Fund	500,000.00	.00	.00	.00	.00
10-90-98	Transfer to Waste Fund	500,000.00	.00	.00	.00	.00
10-90-99	ARPA Transfer to Waste Fund	292,565.00	.00	.00	.00	.00
Total TRANSFERS, CONT. & OTHER USES:		2,829,422.46	2,197,936.60	1,483,564.00	1,412,564.00	1,497,510.00
GENERAL FUND Revenue Total:		6,223,903.20	5,091,491.26	5,996,503.00	5,996,503.00	6,176,503.00
GENERAL FUND Expenditure Total:		5,789,351.21	5,564,416.48	5,996,503.00	5,996,503.00	6,176,503.00
Total GENERAL FUND:		434,551.99	472,925.22	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>SPECIAL REVENUE FUND</b>						
<b>DEVELOPMENT FEES</b>						
45-30-57	Road Impact Fees	223,243.02	272,647.52	152,900.00	152,900.00	152,900.00
45-30-70	Park and Trails Impact Fees	225,377.62	411,750.34	238,086.00	238,086.00	238,086.00
45-30-75	North Davis Sewer Impact Fees	386,456.01	300,618.27	352,600.00	352,600.00	352,600.00
45-30-80	N.D. Fire Impact Fees	17,670.99	.00	13,868.00	13,868.00	13,868.00
45-30-99	Beginning Balance	.00	.00	1,023,014.00	1,296,366.00	832,497.00
Total DEVELOPMENT FEES:		852,747.64	985,016.13	1,780,468.00	2,053,820.00	1,589,951.00
<b>OTHER FINANCING SOURCES</b>						
45-33-90	Transfer from Other Funds	508,857.46	580,257.60	450,000.00	450,000.00	450,000.00
45-33-93	Local Option Roads	198,077.47	208,079.04	125,000.00	1,000,000.00	1,000,000.00
Total OTHER FINANCING SOURCES:		706,934.93	788,336.64	575,000.00	1,450,000.00	1,450,000.00
<b>CHARGES FOR SERVICES</b>						
45-36-10	Interest Income	236,419.01	428,292.91	.00	.00	.00
Total CHARGES FOR SERVICES:		236,419.01	428,292.91	.00	.00	.00
<b>SPECIAL FUND PROJECTS</b>						
45-51-15	Parks/Trails Impact Fee Proj.	1,626.80	.00	1,648.00	.00	.00
45-51-71	Roads/Ped. Walkways Impact Fee	12,455.25	4,515.00	.00	500,000.00	500,000.00
45-51-80	N.D. Sewer Impact Fees	350,021.26	305,345.05	352,600.00	352,600.00	352,600.00
45-51-85	N.D. Fire Impact Fees	18,559.72	.00	13,868.00	13,868.00	13,868.00
45-51-93	Local Option Roads	2,927.50	47,379.37	1,088,168.00	1,088,168.00	1,000,000.00
45-51-95	Class C Road Expenditures	241,037.09	410,925.49	876,721.00	1,526,721.00	1,151,020.00
45-51-97	Road & Sidewalk Grant Projects	.00	.00	22,463.00	22,463.00	22,463.00
Total SPECIAL FUND PROJECTS:		626,627.62	768,164.91	2,355,468.00	3,503,820.00	3,039,951.00
SPECIAL REVENUE FUND Revenue Total:		1,796,101.58	2,201,645.68	2,355,468.00	3,503,820.00	3,039,951.00
SPECIAL REVENUE FUND Expenditure Total:		626,627.62	768,164.91	2,355,468.00	3,503,820.00	3,039,951.00
Total SPECIAL REVENUE FUND:		1,169,473.96	1,433,480.77	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUE</b>						
48-30-39	Misc. revenue	49,052.83	28.00	.00	.00	.00
48-30-45	Cemetery Permit & Perpet. Care	43,260.00	59,865.00	223,062.00	223,062.00	223,062.00
48-30-90	Beginning Balance	.00	.00	1,692,560.00	2,289,167.00	3,344,127.00
Total REVENUE:		<u>92,312.83</u>	<u>59,893.00</u>	<u>1,915,622.00</u>	<u>2,512,229.00</u>	<u>3,567,189.00</u>
<b>OTHER FINANCING SOURCES</b>						
48-33-10	Transfer from General Fund	1,028,000.00	1,041,679.00	357,564.00	286,564.00	371,510.00
48-33-25	Grants	.00	.00	9,000,000.00	9,000,000.00	9,000,000.00
48-33-35	Interest	187,607.29	286,277.54	.00	.00	.00
Total OTHER FINANCING SOURCES:		<u>1,215,607.29</u>	<u>1,327,956.54</u>	<u>9,357,564.00</u>	<u>9,286,564.00</u>	<u>9,371,510.00</u>
<b>CAP. PROJ. FUND FINANCING USES</b>						
48-51-15	Buildings	1,988,978.16	46,342.25	108,485.00	281,368.00	278,581.00
48-51-20	Road Projects	14,760.00	135,947.00	9,153,963.00	9,513,963.00	10,442,585.00
48-51-25	Park Improvement Projects	114,426.01	110,910.44	1,049,303.00	988,010.00	1,117,048.00
48-51-43	Capital Equipment Replacement	35,268.00	12,632.10	87,644.00	87,644.00	58,912.00
48-51-44	Vehicle Replacement	8,696.80	46,012.81	65,991.00	65,991.00	108,991.00
48-51-53	5 Year CIP	55,537.00	12,704.00	620,225.00	638,755.00	709,520.00
48-51-70	Cemetery Perpetual Care	30,984.99	.00	187,575.00	223,062.00	223,062.00
Total CAP. PROJ. FUND FINANCING USES:		<u>2,248,650.96</u>	<u>364,548.60</u>	<u>11,273,186.00</u>	<u>11,798,793.00</u>	<u>12,938,699.00</u>
CAPITAL PROJECTS FUND Revenue Total:		<u>1,307,920.12</u>	<u>1,387,849.54</u>	<u>11,273,186.00</u>	<u>11,798,793.00</u>	<u>12,938,699.00</u>
CAPITAL PROJECTS FUND Expenditure Total:		<u>2,248,650.96</u>	<u>364,548.60</u>	<u>11,273,186.00</u>	<u>11,798,793.00</u>	<u>12,938,699.00</u>
Total CAPITAL PROJECTS FUND:		<u>940,730.84</u>	<u>1,023,300.94</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>WASTE FUND</b>						
<b>OPERATING REVENUE</b>						
51-37-17	Penalties	632.50	802.15	500.00	500.00	500.00
51-37-26	Sewer Fees	1,244,990.55	1,303,462.28	1,300,000.00	1,300,000.00	1,300,000.00
51-37-50	Garbage Collection Fees	700,244.08	756,663.61	1,150,000.00	800,000.00	1,150,000.00
51-37-60	Greenwaste Collection Fees	124,805.67	128,989.57	130,000.00	130,000.00	130,000.00
51-37-70	Recycle Collection Fees	156,482.25	168,417.99	170,000.00	170,000.00	170,000.00
Total OPERATING REVENUE:		2,227,155.05	2,358,335.60	2,750,500.00	2,400,500.00	2,750,500.00
<b>OTHER FINANCING SOURCES</b>						
51-38-05	Sewer Impact Fees	88,431.11	64,827.70	82,700.00	82,700.00	82,700.00
51-38-15	Can Purchase	17,680.00	15,470.00	17,000.00	17,000.00	17,000.00
51-38-49	Transfer from General Fund	500,000.00	.00	.00	.00	.00
51-38-50	ARPA Transfer from General	292,565.00	.00	.00	.00	.00
51-38-65	ARPA NEU Davis County	601,558.69	1,545,458.41	25,000,000.00	25,000,000.00	25,000,000.00
51-38-80	Interest Earnings	39,774.68	46,760.57	10,000.00	10,000.00	10,000.00
51-38-91	DEVELOPER CONTRIBUTIONS	176,394.00	178,216.97	.00	.00	.00
51-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		1,716,403.48	1,850,733.65	25,129,700.00	25,129,700.00	25,129,700.00
<b>TRANSFERS</b>						
51-39-95	Beginning Fund Balance	.00	.00	204,167.00	408,103.00	110,375.00
51-39-96	Sewer Impact Fee Balance	.00	.00	77,875.00	77,875.00	77,875.00
Total TRANSFERS:		.00	.00	282,042.00	485,978.00	188,250.00
<b>PRIMARY OPERATING EXPENSES</b>						
51-81-11	Salaries and Wages	234,257.66	238,522.86	297,919.00	297,919.00	289,574.00
51-81-13	Benefits and Bonus	82,852.07	112,527.73	161,626.00	161,626.00	155,131.00
51-81-15	On call pay	716.00	690.00	850.00	850.00	850.00
51-81-20	Overtime	73.95	197.56	2,000.00	2,000.00	2,000.00
51-81-27	Lift Station Pumps	8,795.77	2,846.88	10,900.00	10,900.00	10,900.00
51-81-42	Garbage	628,341.58	690,967.86	600,000.00	600,000.00	600,000.00
51-81-43	Greenwaste	105,549.11	118,754.80	113,000.00	113,000.00	113,000.00
51-81-44	Recycling	130,113.69	159,358.02	138,000.00	138,000.00	138,000.00
51-81-49	Sewer Collection and Disposal	964,236.86	1,068,816.74	1,068,000.00	1,068,000.00	1,068,000.00
51-81-55	Sewer Maintenance and Repair	41,141.11	44,848.05	30,000.00	30,000.00	33,620.00
51-81-63	IT Support & Contracts	17,722.09	15,833.56	20,000.00	20,000.00	21,800.00
51-81-65	Utility Refunds	.00	.00	1,500.00	1,500.00	1,500.00
Total PRIMARY OPERATING EXPENSES:		2,213,799.89	2,453,364.06	2,443,795.00	2,443,795.00	2,434,375.00
<b>MATERIALS AND SUPPLIES</b>						
51-82-24	Utility Bills - Postage/Equip.	10,271.89	11,471.10	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	36,920.10	68,633.00	45,000.00	45,000.00	45,000.00
51-82-60	Travel and Education	2,007.95	814.00	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	.00	.00	1,000.00	1,000.00	1,000.00
Total MATERIALS AND SUPPLIES:		49,199.94	80,918.10	58,500.00	58,500.00	58,500.00
<b>WASTE - OTHER EXPENSES</b>						
51-84-05	Sewer Impact Fee Projects	.00	.00	156,000.00	33,858.00	33,858.00
51-84-20	Risk Management	5,643.50	6,293.98	10,000.00	10,000.00	10,000.00
51-84-30	Depreciation	156,200.49	157,038.43	85,000.00	85,000.00	85,000.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
51-84-35	Credit Card Processing Fees	16,714.25	20,835.74	8,100.00	8,100.00	8,100.00
51-84-39	Auditor & Accounting Support	4,995.00	5,860.00	6,000.00	6,000.00	6,000.00
51-84-44	Vehicle Replacement	.00	2,270.20	106,187.00	106,187.00	42,754.00
51-84-81	IT	2,600.00	2,600.00	3,000.00	3,000.00	3,000.00
51-84-82	ARPA Davis County Sewer Proj	.00	158,935.44-	25,000,000.00	25,000,000.00	25,000,000.00
51-84-83	Capital Improvements	.00	2,357.82	246,660.00	222,738.00	347,863.00
51-84-84	Blue Stakes	969.36	772.50	1,000.00	1,000.00	1,000.00
51-84-90	Fleet	7,236.47	6,164.86	8,000.00	8,000.00	8,000.00
51-84-97	Fleet Leases	7,578.67	9,740.00	10,000.00	10,000.00	10,000.00
Total WASTE - OTHER EXPENSES:		201,937.74	54,998.09	25,639,947.00	25,493,883.00	25,555,575.00
<b>TRANSFERS &amp; CONTINGENCIES</b>						
51-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	20,000.00	20,000.00
WASTE FUND Revenue Total:		3,943,558.53	4,209,069.25	28,162,242.00	28,016,178.00	28,068,450.00
WASTE FUND Expenditure Total:		2,464,937.57	2,589,280.25	28,162,242.00	28,016,178.00	28,068,450.00
Total WASTE FUND:		1,478,620.96	1,619,789.00	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>WATER FUND</b>						
<b>OPERATING REVENUE</b>						
55-37-11	Metered Water Sales	840,354.52	852,442.51	850,000.00	850,000.00	850,000.00
55-37-13	Secondary Water Sales	987,187.49	1,156,128.71	1,200,000.00	1,200,000.00	1,200,000.00
55-37-14	Connection Fees - Water	17,950.00	14,900.00	11,500.00	11,500.00	11,500.00
55-37-17	Penalties	569.25	721.94	500.00	500.00	500.00
Total OPERATING REVENUE:		1,846,061.26	2,024,193.16	2,062,000.00	2,062,000.00	2,062,000.00
<b>OTHER FINANCING SOURCES</b>						
55-38-05	Water Impact Fees	80,664.40	44,912.56	36,696.00	36,696.00	36,696.00
55-38-20	Gain/Loss on Capital Assets	.00	6,265.32-	.00	.00	.00
55-38-49	Transfer From General Fund	500,000.00	.00	.00	.00	.00
55-38-55	Miscellaneous Revenue	7,083.50	4,911.20	.00	.00	.00
55-38-80	Interest Earnings	93,153.73	146,945.89	20,000.00	20,000.00	20,000.00
55-38-91	DEVELOPER CONTRIBUTIONS	156,837.00	83,651.46	.00	.00	.00
55-38-95	Fund Reserves	.00	.00	720,302.00	750,488.00	761,735.00
55-38-96	Water Impact Fee Balance	.00	.00	291,531.00	291,531.00	291,531.00
55-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		837,738.63	274,155.79	1,088,529.00	1,118,715.00	1,129,962.00
<b>PRIMARY OPERATING EXPENSES</b>						
55-81-11	Salaries and Wages	267,723.11	275,210.89	359,697.00	359,697.00	343,975.00
55-81-13	Benefits and Bonus	95,303.27	130,222.56	194,870.00	194,870.00	183,289.00
55-81-15	On call pay	1,432.00	1,380.00	1,700.00	1,700.00	1,700.00
55-81-20	Overtime	582.74	3,003.51	4,000.00	4,000.00	4,000.00
55-81-28	Wells & Water Tank Power	7,297.36	7,483.35	9,000.00	9,000.00	9,000.00
55-81-35	Hooper Water District	25.00	.00	500.00	500.00	500.00
55-81-41	Water Maintenance	33,061.69	17,534.33	25,000.00	25,000.00	28,620.00
55-81-42	Water Sample Testing	2,042.99	1,943.47	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	952,241.49	1,024,830.42	1,200,000.00	1,200,000.00	1,200,000.00
55-81-45	Registration & Other Expenses	.00	.00	500.00	500.00	500.00
55-81-60	Travel and Education	4,372.84	4,255.51	4,140.00	4,140.00	4,140.00
55-81-63	IT Support & Contracts	18,120.44	15,803.13	24,000.00	24,000.00	25,800.00
Total PRIMARY OPERATING EXPENSES:		1,382,202.93	1,481,667.17	1,828,407.00	1,828,407.00	1,806,524.00
<b>WATER - MATERIALS AND SUPPLIES</b>						
55-82-24	Utility Bills - Postage/Equip	10,271.94	11,471.11	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	.00	.00	750.00	750.00	750.00
55-82-50	Water Meters	94,299.54	114,583.47	125,000.00	125,000.00	125,000.00
Total WATER - MATERIALS AND SUPPLIES:		104,571.48	126,054.58	134,000.00	134,000.00	134,000.00
<b>WATER - OTHER EXPENSES</b>						
55-84-05	Water System Impact Fee Proj.	.00	.00	564,374.00	569,374.00	574,753.00
55-84-20	Risk Management	5,267.30	5,874.41	10,000.00	10,000.00	10,000.00
55-84-30	Depreciation	165,940.17	160,975.74	80,000.00	80,000.00	80,000.00
55-84-33	Capital Projects & Expenditure	21,551.94	5,349.83-	139,158.00	155,828.00	166,801.00
55-84-35	Credit Card Processing Fees	17,880.38	22,289.43	8,800.00	8,800.00	8,800.00
55-84-38	Auditor & Accounting Support	4,995.00	5,860.00	6,000.00	6,000.00	6,000.00
55-84-40	Water Purchase - Weber Basin	218,402.00	226,918.00	243,729.00	252,245.00	288,474.00
55-84-44	Vehicle Replacement	.00	1,026.96	66,561.00	66,561.00	47,110.00
55-84-82	Blue Stakes	2,133.39	2,352.58	2,500.00	2,500.00	2,500.00
55-84-83	IT	3,200.00	3,200.00	2,000.00	2,000.00	2,000.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
55-84-85	Engineering Studies & Planning	.00	.00	20,000.00	20,000.00	20,000.00
55-84-90	Fleet	12,663.80	10,788.54	15,000.00	15,000.00	15,000.00
55-84-97	Fleet Leases	7,578.67	9,740.00	10,000.00	10,000.00	10,000.00
Total WATER - OTHER EXPENSES:		459,612.65	443,675.83	1,168,122.00	1,198,308.00	1,231,438.00
<b>TRANSFERS &amp; CONTINGENCIES</b>						
55-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	20,000.00	20,000.00
WATER FUND Revenue Total:		2,683,799.89	2,298,348.95	3,150,529.00	3,180,715.00	3,191,962.00
WATER FUND Expenditure Total:		1,946,387.06	2,051,397.58	3,150,529.00	3,180,715.00	3,191,962.00
Total WATER FUND:		737,412.83	246,951.37	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>STORM WATER UTILITY FUND</b>						
<b>OPERATING REVENUE</b>						
58-37-11	Storm Sys. Maint. & Const. Fee	207,722.89	215,796.46	215,000.00	215,000.00	215,000.00
58-37-17	Penalties	63.25	80.22	150.00	150.00	150.00
58-37-90	Fund Balance	.00	.00	177,349.00	2,349.00	2,349.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	156,973.00	56,377.00	74,288.00
Total OPERATING REVENUE:		207,786.14	215,876.68	549,472.00	273,876.00	291,787.00
<b>OTHER FINANCING SOURCES</b>						
58-38-05	Storm Water Impact Fees	116,115.43	112,994.63	105,100.00	105,100.00	105,100.00
58-38-70	Interest Earnings	78,544.49	106,437.60	20,000.00	20,000.00	20,000.00
58-38-91	DEVELOPER CONTRIBUTIONS	143,974.00	313,219.25	.00	.00	.00
58-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		338,633.92	532,651.48	145,100.00	145,100.00	145,100.00
<b>PRIMARY OPERATING EXPENSES</b>						
58-81-11	Salaries and Wages	102,261.44	91,814.80	102,999.00	102,999.00	103,745.00
58-81-13	Benefits	36,924.25	44,801.35	53,900.00	53,900.00	53,937.00
58-81-20	Overtime	54.48	.00	.00	.00	.00
58-81-27	Storm Sys. Maint. & Repair	12,245.94	18,838.38	20,000.00	20,000.00	23,620.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	2,332.17	2,907.22	1,100.00	1,100.00	1,100.00
58-81-40	Sweeping & Preventative Care	13,482.14	23,396.36	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	2,234.75	5.79	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	.00	.00	5,000.00	5,000.00	5,000.00
Total PRIMARY OPERATING EXPENSES:		169,535.17	181,763.90	207,499.00	207,499.00	211,902.00
<b>STORM WTR UTILITY - OTHER EXP.</b>						
58-84-05	Storm System Impact Fee Proj.	143,328.30	13,799.49	224,766.00	17,417.00	.00
58-84-20	Risk Management	1,881.15	2,097.98	3,500.00	3,500.00	3,500.00
58-84-30	Depreciation	173,302.00	183,179.38	64,000.00	64,000.00	64,000.00
58-84-38	Auditor & Accounting Support	1,248.75	1,465.00	1,500.00	1,500.00	1,500.00
58-84-44	Vehicle Replacement	.01	988.80	85,271.00	85,271.00	83,485.00
58-84-83	Capital Projects	4,837.95	7,287.96	75,536.00	7,289.00	40,000.00
58-84-90	Fleet Expense	1,809.10	1,541.24	2,500.00	2,500.00	2,500.00
58-84-97	Fleet Leases	7,578.66	9,740.00	10,000.00	10,000.00	10,000.00
Total STORM WTR UTILITY - OTHER EXP.:		333,985.90	177,924.95	467,073.00	191,477.00	204,985.00
<b>STORM WTR UTILITY - OTHER EXP.</b>						
58-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total STORM WTR UTILITY - OTHER EXP.:		.00	.00	20,000.00	20,000.00	20,000.00
<b>STORM WATER UTILITY FUND Revenue Total:</b>						
		546,420.06	748,528.16	694,572.00	418,976.00	436,887.00
<b>STORM WATER UTILITY FUND Expenditure Total:</b>						
		503,521.07	359,688.85	694,572.00	418,976.00	436,887.00
<b>Total STORM WATER UTILITY FUND:</b>						
		42,898.99	388,839.31	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>DEBT SERVICE</b>						
<b>MISCELLANEOUS REVENUE</b>						
70-36-10	Interest Earnings	410.65	651.28	.00	.00	.00
Total MISCELLANEOUS REVENUE:		410.65	651.28	.00	.00	.00
DEBT SERVICE Revenue Total:		410.65	651.28	.00	.00	.00
Total DEBT SERVICE:		410.65	651.28	.00	.00	.00

Account Number	Account Title	2023 Actual	2024 Actual	2025 Original Budget	2025 Amended Budget	2026 Tentative Budget
<b>CDRA FUND</b>						
<b>REVENUE</b>						
85-31-08	Interfund Loan	.00	576,000.00	576,000.00	576,000.00	576,000.00
85-31-09	Proceeds From Long-term Debt	6,055,000.00	.00	.00	.00	.00
85-31-10	Property Tax Increment	201,272.00	222,630.00	140,000.00	140,000.00	140,000.00
Total REVENUE:		6,256,272.00	798,630.00	716,000.00	716,000.00	716,000.00
<b>REVENUE</b>						
85-38-80	Interest Earnings	4,822.52	7,853.15	.00	.00	.00
Total REVENUE:		4,822.52	7,853.15	.00	.00	.00
<b>EXPENDITURES</b>						
85-44-62	Project Expenses	6,011,280.00	.00	.00	.00	.00
85-44-65	Long-term Debt Expense	119,000.00	399,000.00	419,000.00	419,000.00	439,000.00
Total EXPENDITURES:		6,130,280.00	399,000.00	419,000.00	419,000.00	439,000.00
<b>EXPENDITURES</b>						
85-84-15	Interest Expense	153,608.38	313,741.60	297,000.00	297,000.00	277,000.00
85-84-16	Cost of Issuance	51,022.14	.00	.00	.00	.00
Total EXPENDITURES:		204,630.52	313,741.60	297,000.00	297,000.00	277,000.00
CDRA FUND Revenue Total:		6,261,094.52	806,483.15	716,000.00	716,000.00	716,000.00
CDRA FUND Expenditure Total:		6,334,910.52	712,741.60	716,000.00	716,000.00	716,000.00
Total CDRA FUND:		73,816.00-	93,741.55	.00	.00	.00
Grand Totals:		2,848,822.54	4,333,829.00	.00	.00	.00

# CITY COUNCIL STAFF REPORT

**Subject:** Davis County Grant for 300 North Road Project  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** June 3, 2025



## **Background**

The City received a \$3M grant from Davis County for the reconstruction of 300 N from 2000 W to 4000 W. We recently went back to Davis County and requested additional funding for a shared use path that will go on the north side of the road and will be built as part of the project. Davis County approved an additional \$1.2M for the trail that must be accepted by resolution of the City Council.

## **Analysis**

The amended agreement states that Davis County will reimburse the city for 80% of the project costs, up to a maximum of \$4,200,000. West Point must contribute 20%, up to a maximum of \$1,050,000. Fortunately, the City also received a grant from the Wasatch Front Regional Council for the same project and the two grants can be used as matching funds for each other. 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 amendment also changes the date that that project must commence to June 30, 2027.

## **Recommendation**

Staff recommends approval of the amended agreement by resolution.

## **Significant Impacts**

None

## **Attachments**

Resolution  
Amended Agreement

**RESOLUTION NO. 06-03-2025D**

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

**WHEREAS**, West Point City, is a recipient of grant funding from Davis County Funding for the 300 North Reconstruction and Widening project; and

**WHEREAS**, the City has requested additional funding for a shared use patch that will be built along the north side of the road; and

**WHEREAS**, the County desires to amend the original agreement to include additional funding for the trail; and

**WHEREAS**, the City Council has reviewed said amendment 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 Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said agreement.

**PASSED AND ADOPTED** this 3<sup>rd</sup> Day of June, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION  
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

This Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Amendment”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (“County”), and West Point City, a municipal corporation, body politic, and political subdivision of the State of Utah (“City”). The County and the City may be referred to collectively as the “Parties” in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Transportation Project Reimbursement Agreement, dated April 26, 2022 by the County, and identified in the County’s records as number 2022-192 (the “Agreement”).

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 2 of the Agreement is omitted and replaced with the following:
  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 or expenses of the Project, not to exceed \$4,200,000.00, as such costs or expenses are identified in the Application, which Application is amended by Attachments 1 and 2 to Amendment No. 1 to this Agreement, but 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, as amended, on or before June 30, 2027; 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.
2. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
3. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

[Signature Page Follows]

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Lorene Minor Kamalu, Chair Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p> <p>_____ Brian McKenzie Davis County Clerk Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Authorized Attorney for Davis County</p>	<p>WEST POINT CITY</p> <p>By: _____ Printed Name: _____ Title: _____ Date: _____</p> <p>ATTEST:</p> <p>_____ Printed Name: _____ Title: _____ Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Authorized Attorney for West Point City</p>
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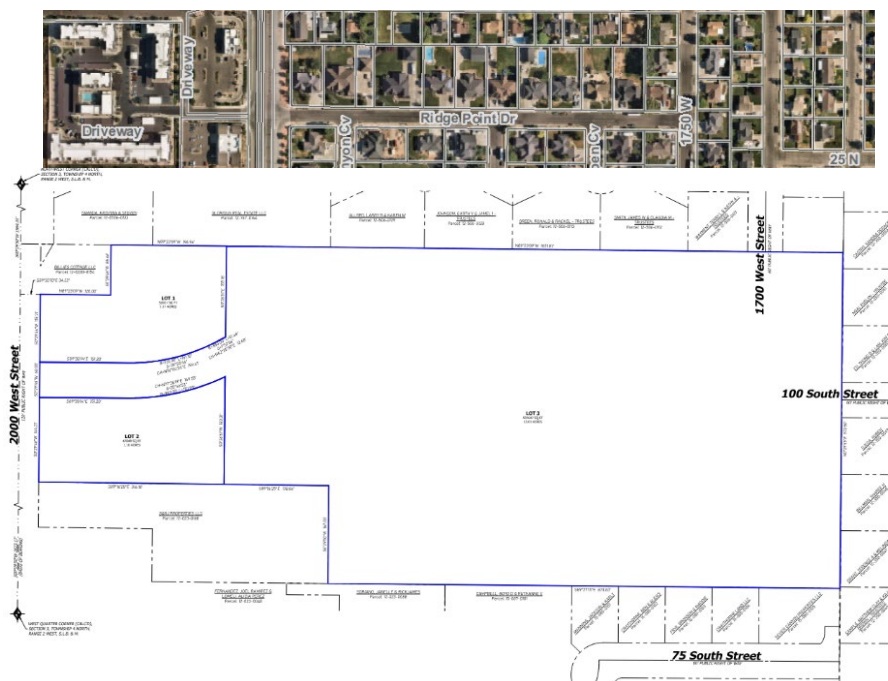
# CITY COUNCIL STAFF REPORT



**Subject:** Rezone – 12 North 2000 West  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 3, 2025

## Background

Thomas Hunt, representing Claire A. and Shirley M. Nielsen, Trustees, has applied to rezone 2.26 acres of land located at 12 North 2000 West. A 170-foot depth of the property bordering 2000 West is currently zoned R-2 Residential. The eastern 13.61 acres was rezoned to R-4 on May 6, 2025.



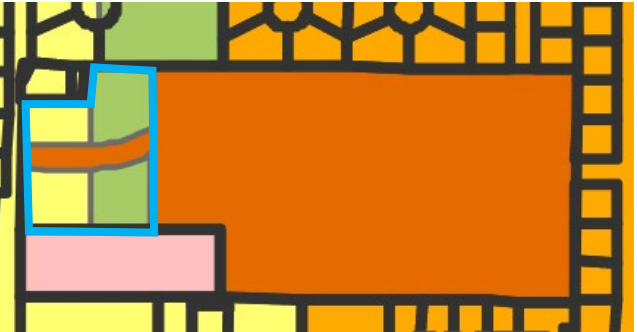
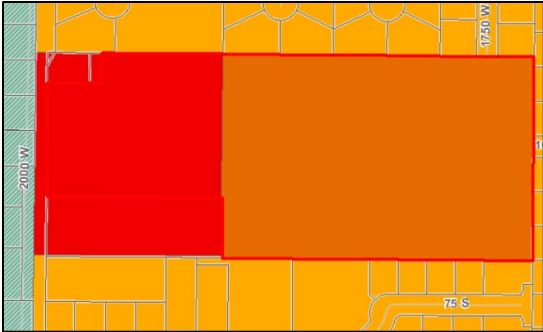
The front 2.26 acres along 2000 West (shown as lots 1 and 2 below) is proposed to be C-C Commercial. This proposed rezoning aligns with the General Plan's designation of this area for C-C Commercial development.

The Planning Commission discussed this proposal during their meetings on January 23, February 13, and March 27, 2025. The Planning Commission held a public hearing on April 10, 2025, and recommended approval.

## Process

Rezoning requests are legislative decisions, granting the Planning Commission and City Council discretion to determine if a zoning change serves the community's overall welfare. Rezoning must support the goals of the City's General Plan. This plan outlines the long-term vision for development in West Point and serves as the standard for evaluating proposed zoning changes. Utah State code mandates public hearings on zoning changes, ensuring transparency and public participation. A public hearing must be held by the Planning Commission before the City Council's final decision, and the Planning Commission is

required to provide a recommendation. The Planning Commission held a public hearing on April 10, 2025, and recommended approval of the rezone to C-C.

Current Zoning	General Plan
 <p data-bbox="277 667 764 705">A-40 Agricultural &amp; R-2 Residential</p>	 <p data-bbox="1029 667 1243 705">C-C Commercial</p>

**General Plan**

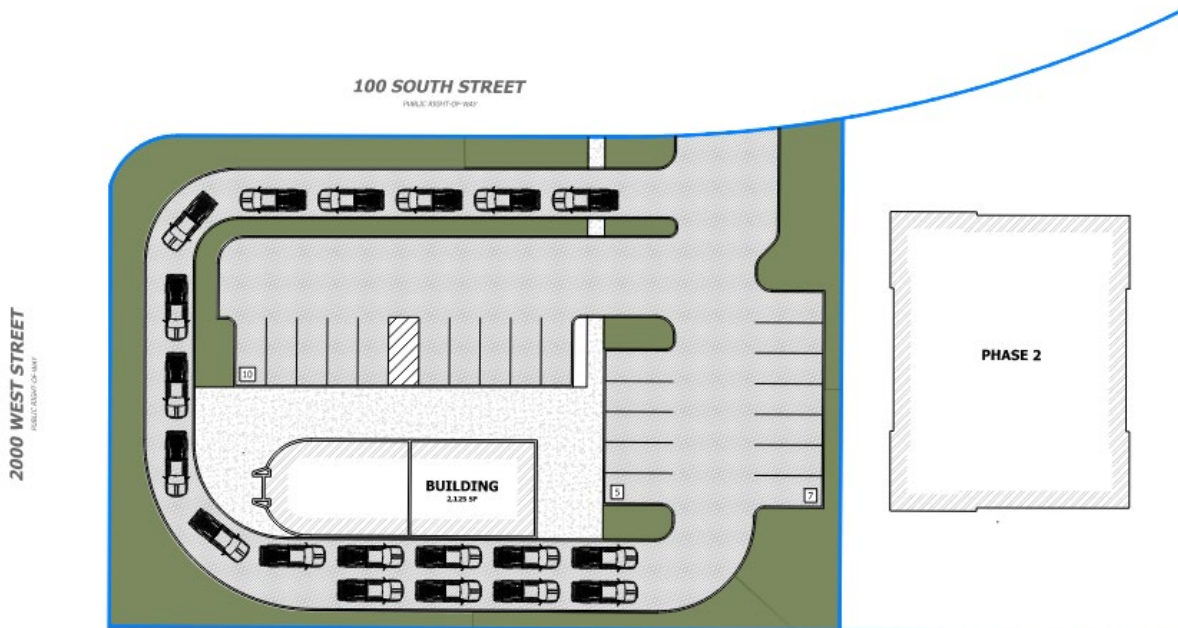
The General Plan Map outlines the City's long-term vision for land use, showing potential future development if zoning changes align with the plan. This property is designated as C-C (Commercial) on the general plan land use map.

**Analysis**

While the standard practice is to review commercial site plans and uses during the rezoning process, the applicant has only submitted a concept plan for commercial Lot 2 (the south lot). No final information has been submitted for commercial Lot 1 at this time.

The commercial developer for lot 2 has submitted a conceptual site plan for a proposed drive-thru restaurant (see below). They have prepared a development agreement that states they will develop the property as a Nielsen’s Frozen Custard, similar to the concept plan that will be attached. If the zoning and development agreement are approved, the commercial development will still have to go through the site plan process, and finalize the site plan, landscaping, and building elevations.

### Concept Plan - Commercial Lot 2



The development agreement for lot 2 contains the following developer requirements:

1. Developer shall develop the property as a Nielsen's Frozen Custard with a site plan similar to the concept plan. The site plan shall still be required to go through the site plan process as outlined in West Point City Code and meet all requirements listed, including but not limited to, architecture, landscaping, and parking.
2. The front (west) portion of the property shall be used for a drive-thru restaurant known as Nielsen's Frozen Custard. The remainder of the property on the east side shall be used for any commercial use allowed in the C-C Community Commercial zone, outlined in West Point City Code section 17.60. All uses shall go through the site plan approval process and receive a conditional use permit, if required.
3. The site plan for development shall include a cross-access easement for the commercial user located to the south (Big O Tires). The access must be included on the plat for lot 2 and be located to the satisfaction of all users. The final location of the cross-access easement will be determined during site plan approval for lot 2.
4. Developer agrees to limit development of the west portion of the Subject Area to Nielsen's Frozen Custard. If a different user is desired on the west portion, Master Developer agrees to seek an amendment of this Agreement providing for the new user. Uses on the eastern portion of the property shall be limited to any uses allowed in the C-C Community Commercial zone, subject to site plan and conditional use approval.
5. If Nielsen's Frozen Custard does not obtain the necessary approvals to develop the site, including site plan approval and a building permit, within two years from the date of this agreement, then the City Council may rezone the property to A-40 Agricultural.

The applicant is requesting that lot 1 be rezoned C-C Commercial without the submission of detailed plans. Once the property is rezoned, they will be required to go through the site plan process before any uses would be approved on site. During the site plan process, the PC and CC would review the site plan, landscaping, building elevations, and buffer yards. A conditional use would also have to be reviewed and approved at that time. Since this is not our typical process for rezoning, staff recommends no decision be made on lot 1 until a site plan is submitted and the use is known.

### **Recommendation**

The Planning Commission recommended approval of the rezone for C-C commercial on lots 1 and 2. Staff recommends approval of the rezone and development agreement for lot 2. Staff recommends the zoning for lot 1 be tabled until more information is known about a proposed use.

Rezone requests are legislative decisions that are subject to broad discretion by the City Council to promote or protect the community's overall well-being. The Council should determine if this request complies with the intent of the general plan for this area.

### **Attachments**

Draft Development Agreement- Lot 2

**RESOLUTION NO. 06-03-2025E**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND NIELSEN CROSSING LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 12 N 2000 W (LOT 2)**

**WHEREAS**, Nielsen Crossing LLC, owns the real property located at approximately 12 N 2000 W and identified in the legal description attached in Exhibit A; and

**WHEREAS**, West Point City desires to enter into a development agreement with Nielsen Crossing LLC; and

**WHEREAS**, West Point City and Nielsen Crossing LLC 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 3<sup>rd</sup> day of June, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

**Exhibit A**

**Commercial Lot 2**

BEGINNING AT A POINT ON THE EAST SIDE OF 2000 WEST STREET, SAID POINT BEING SOUTH 00°29'50" WEST 1564.35 FEET ALONG THE SECTION LINE (CALCULATED); THENCE SOUTH 89°30'10" EAST 34.32 FEET; THENCE SOUTH 00°29'46" WEST 175.71 FEET FROM THE NORTHWEST CORNER, SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE SOUTH 00°29'46" WEST 144.21 FEET; THENCE SOUTH 89°16'25" EAST 316.10 FEET; THENCE NORTH 00°36'51" EAST 183.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 170.99 FEET HAVING A RADIUS OF 380.00 FEET A CENTRAL ANGLE OF 25°46'53" AND CHORD BEARING AND DISTANCE OF SOUTH 77°36'19" WEST 169.55 FEET; THENCE NORTH 89°30'14" WEST 151.20 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 47,848 SQUARE FEET OR 1.10 ACRES.

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND NIELSEN CROSSING LLC  
(12 N 2000 W)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and NIELSEN CROSSING 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 and A-40 to C-C (Community Commercial) for certain property located at 12 N 2000 W and known as commercial lot 2 of Nielsen Crossing (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 1.10 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 concept 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 “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as C-C to allow for the development of a professional office 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 Nielsen Crossing 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 1.10 acres as legally described in Exhibit A.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 The zoning of the Subject Area consistent with the Concept 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 1.10 acres of C-C (Community Commercial) zoning.

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

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to 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 Nielsen's Frozen Custard with a site plan similar to the attached concept plan (see Exhibit B). The site plan shall still be required to go through the site plan process as outlined in West Point City Code and meet all requirements listed, including but not limited to, architecture, landscaping, and parking.

4.2 Use. The front (west) portion of the property shall be used for a drive-thru restaurant known as Nielsen's Frozen Custard. The remainder of the property on the east side shall be used for any commercial use allowed in the C-C Community Commercial zone, outlined in West Point City Code section 17.60. All uses shall go through the site plan approval process and receive a conditional use permit, if required.

4.3 Access. The site plan for development on the Subject Area shall include a cross-access easement for the commercial user located to the south (Big O Tires). The access must be included on the plat for lot 2 and be located to the satisfaction of all users. The final location of the cross-access easement will be determined during site plan approval for lot 2.

4.4 Amendments. Master Developer agrees to limit development of the west portion of the Subject Area to Nielsen's Frozen Custard. If a different user is desired on the west portion, Master Developer agrees to seek an amendment of this Agreement providing for the new user. Uses on the eastern portion of the property shall be limited to any uses allowed in the C-C Community Commercial zone, subject to site plan and conditional use approval.

4.5 Rezone. If Nielsen's Frozen Custard does not obtain the necessary approvals to develop the site, including site plan approval and a building permit, within two years from the date of this agreement, then the City Council may rezone the property to A-40 Agricultural.

4.6 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's 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's 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 aggrieve 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 VII VESTED RIGHTS**

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## **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: Nielsen Crossing LLC

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

**Nielsen Crossing LLC**, a Utah limited partnership

\_\_\_\_\_  
Leslie Clifton, Manager

\_\_\_\_\_  
Korey Kap, Manager

## EXHIBIT A

### Legal Description of Property

#### COMMERCIAL LOT 2:

BEGINNING AT A POINT ON THE EAST SIDE OF 2000 WEST STREET, SAID POINT BEING SOUTH 00°29'50" WEST 1564.35 FEET ALONG THE SECTION LINE (CALCULATED); THENCE SOUTH 89°30'10" EAST 34.32 FEET; THENCE SOUTH 00°29'46" WEST 175.71 FEET FROM THE NORTHWEST CORNER, SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE SOUTH 00°29'46" WEST 144.21 FEET; THENCE SOUTH 89°16'25" EAST 316.10 FEET; THENCE NORTH 00°36'51" EAST 183.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 170.99 FEET HAVING A RADIUS OF 380.00 FEET A CENTRAL ANGLE OF 25°46'53" AND CHORD BEARING AND DISTANCE OF SOUTH 77°36'19" WEST 169.55 FEET; THENCE NORTH 89°30'14" WEST 151.20 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 47,848 SQUARE FEET OR 1.10 ACRES.



**ORDINANCE NO. 06-03-2025A**

**AN ORDINANCE REZONING PROPERTY LOCATED AT  
APPROXIMATELY 12 N 2000 W TO C-C (Community  
Commercial)**

**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 and A-40 zone and placing the property in the C-C Community Commercial 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 3<sup>rd</sup> day of June, 2025

WEST POINT CITY, a Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Casey Arnold  
City Recorder

# EXHIBIT A

## **Legal Description:**

Commercial Lot 2

BEGINNING AT A POINT ON THE EAST SIDE OF 2000 WEST STREET, SAID POINT BEING SOUTH 00°29'50" WEST 1564.35 FEET ALONG THE SECTION LINE (CALCULATED); THENCE SOUTH 89°30'10" EAST 34.32 FEET; THENCE SOUTH 00°29'46" WEST 175.71 FEET FROM THE NORTHWEST CORNER, SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE SOUTH 00°29'46" WEST 144.21 FEET; THENCE SOUTH 89°16'25" EAST 316.10 FEET; THENCE NORTH 00°36'51" EAST 183.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 170.99 FEET HAVING A RADIUS OF 380.00 FEET A CENTRAL ANGLE OF 25°46'53" AND CHORD BEARING AND DISTANCE OF SOUTH 77°36'19" WEST 169.55 FEET; THENCE NORTH 89°30'14" WEST 151.20 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 47,848 SQUARE FEET OR 1.10 ACRES.

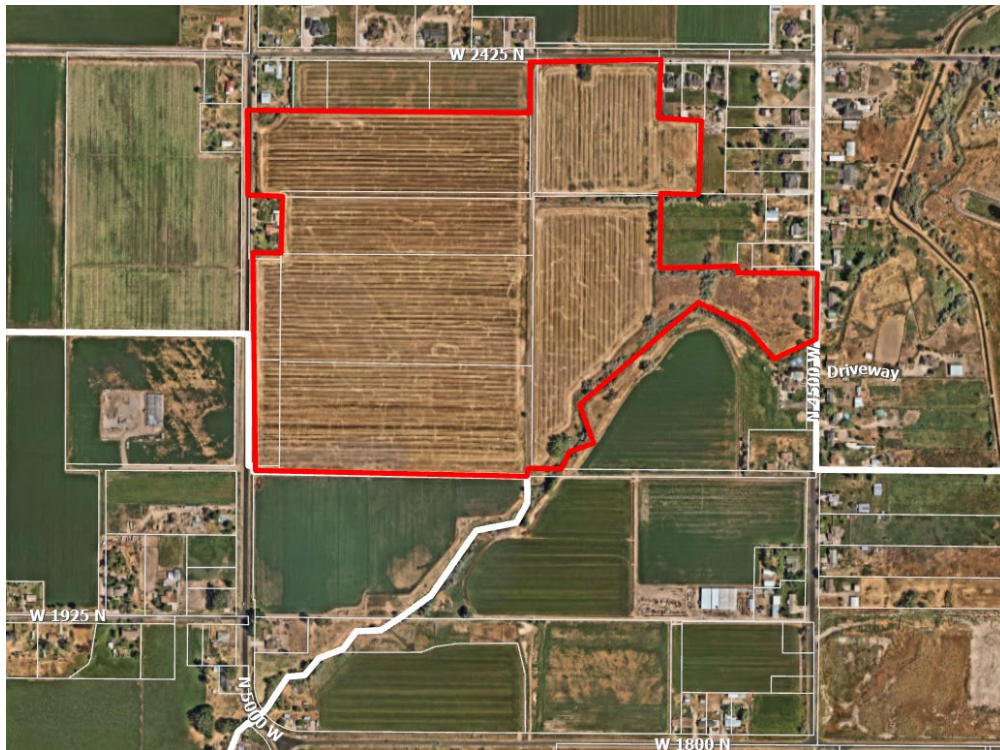
# CITY COUNCIL STAFF REPORT



**Subject:** PRUD Overlay Zone 2350 N 5000 W – Lone Pine Development  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 3, 2025

## **Background**

Mike Bastian, representing Lone Pine Development, is proposing a Planned Residential Unit Development (PRUD) overlay zone for 82.94-acres of land (comprised of 11 parcels) located at approximately 2350 North 5000 West. The property is currently zoned R-1 Residential (density of 2.2 units/acre). The PRUD Overlay zone works with the R-1 zone to allow flexibility and additional density greater than what the R-1 zone allows.



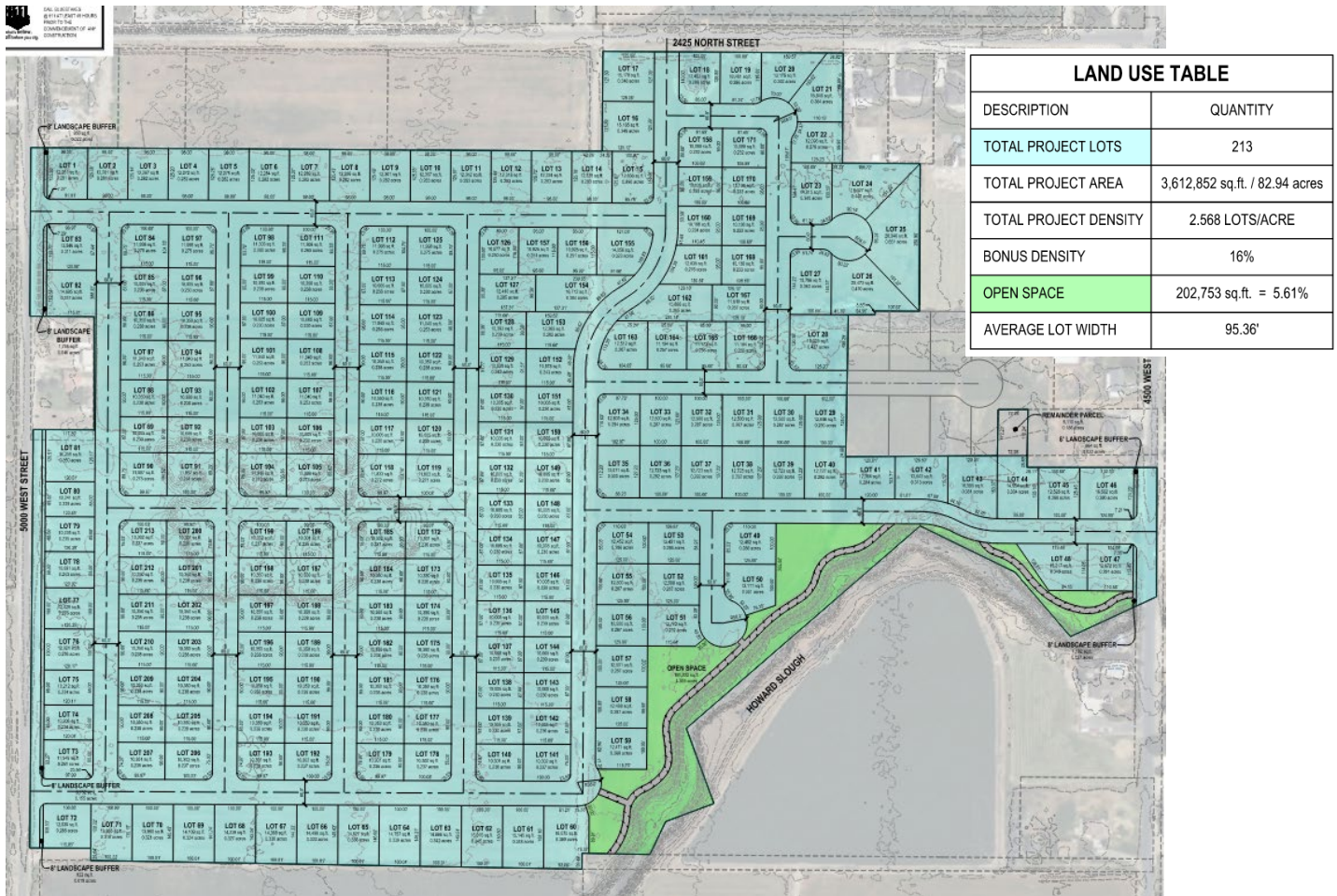
## **Process**

Rezone requests (including the PRUD Overlay Zone) are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, provided that it can be demonstrated that their action will promote or protect the community's overall welfare. Changes to zoning 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 8, 2025, and recommended approval. There were three comments received during the public hearing. They were concerned with the timing of when the trail would be finished and who would maintain the open space. They were also concerned with increased traffic on the roads in the area. The City Council must now hold a public hearing and can approve, deny, or modify the request.

## Analysis

The PRUD overlay zone is a special zoning designation that allows for greater flexibility and increased density in exchange for higher development standards. To qualify for the PRUD zone, a development must meet certain requirements, including providing bonus density amenities. Bonus density amenities are features or improvements that go above the minimum requirements for residential development. Examples of bonus density amenities include parks, open space, street trees, and trails. These amenities provide benefits to both the residents and the community as a whole.

The PRUD overlay zone requires the applicant to submit a concept plan along with a detailed description of the proposed density calculation and bonus amenities.



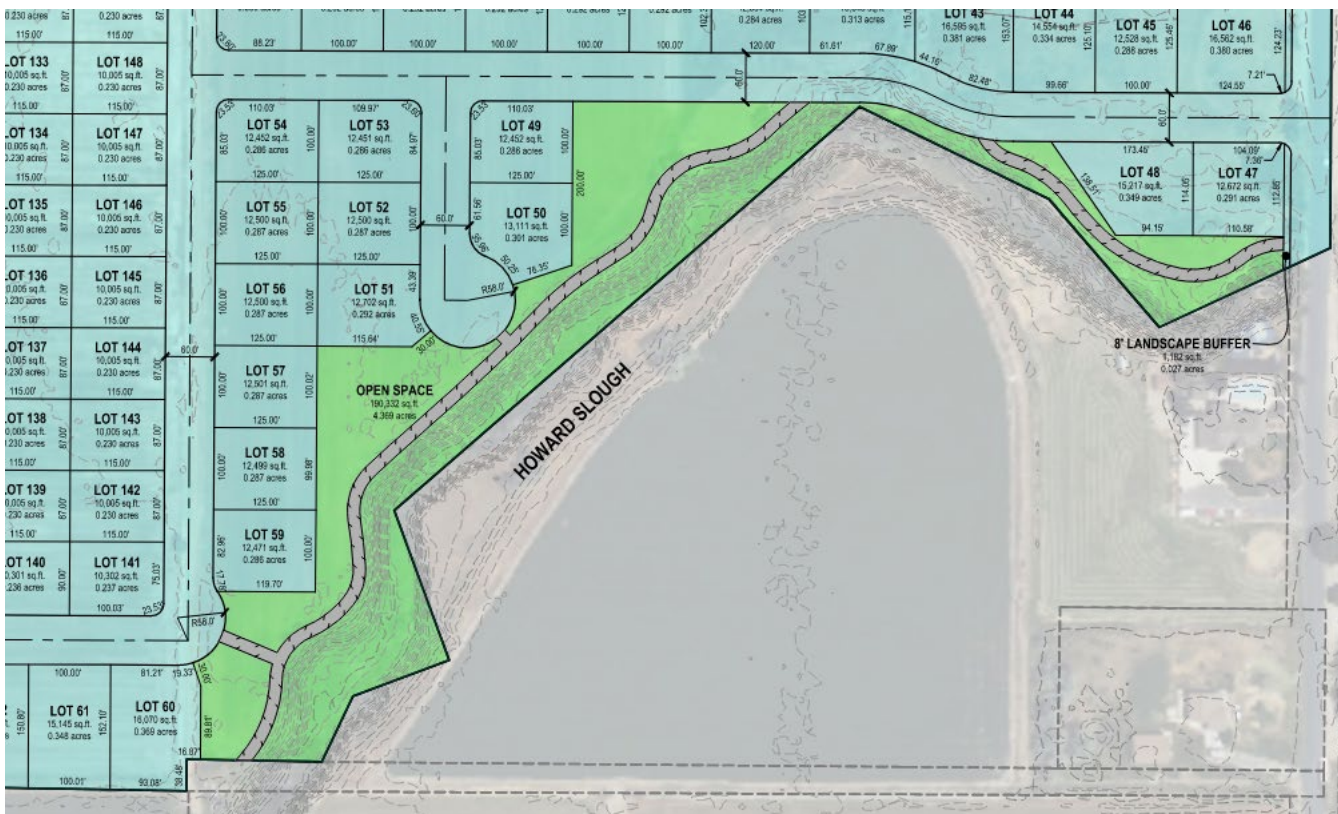
The table below breaks down the applicant's request. The applicant is only requesting additional density, not flexibility from city standards such as setbacks.

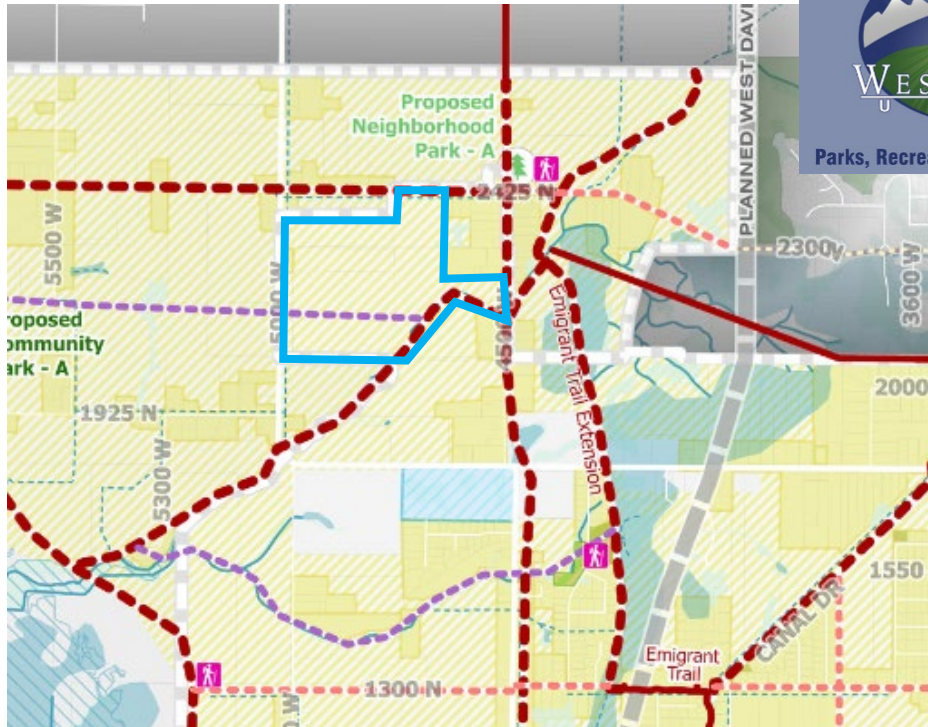
R-1 Zone	Base	PRUD Max	PRUD Proposed
Density (82.94 acres)	2.2 units/acre	2.64 units/acre	2.56 units/acre
Bonus Density	N/A	20%	16%
Max Number Lots	183	219	213
Minimum Lot size	12,000 sq/ft	10,000 sq/ft	10,000 sq/ft

Density Calculations (WPCC 17.60.160(G)(3)): The applicant's proposal for bonus density amenities is calculated in the following way:

1. Section C: Recreational Amenities (Up to 20 Percent):
  - Item “v” – “Dedication of land to the city for the development of a regional trail system (up to 10 percent).”

The applicant has submitted the following plan which shows approximately 25,000 square feet being dedicated for a regional trail. This regional trail is shown on the West Point City Trails master plan. The applicant is requesting the full 10% bonus density for dedication of a regional trail to the city.





2. Section F: Other Amenities (Up to 15 Percent):

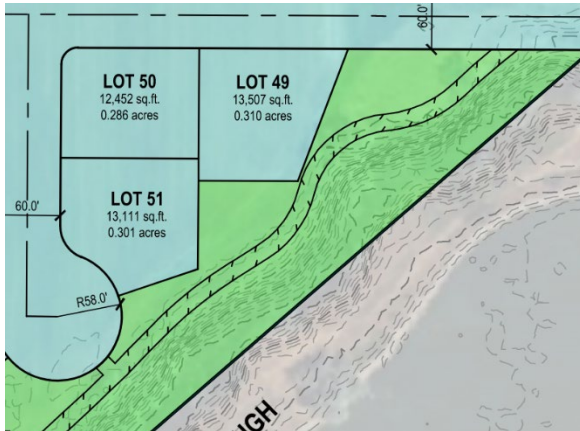
- “Other amenities may be approved by the city council with a recommendation from the planning commission.”

The applicant is dedicating approximately 3.5 acres of open space surrounding the trail system. The West Point City Parks master plan shows a neighborhood park in this general location. The applicant “will also be doing a development agreement with architectural design elements to keep a good design standard for the neighborhood.” The applicant is proposing the following architectural standards:

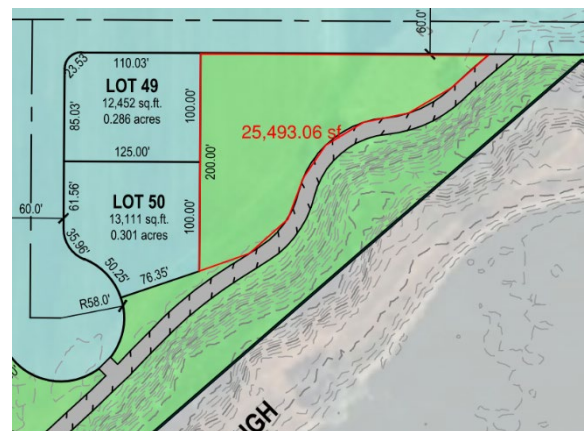
- i. Minimum square footage of 1,500 sq. ft. on main level for rambler style homes.
- ii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
- iii. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
- iv. All homes will have a minimum 2 car garage.
- v. No vinyl siding will be allowed.
- vi. Exterior materials must comply with one of the following three options to provide for variation and accommodate the latest in architectural design trends:
  1. 40 percent brick or stone on the front of the home.
  2. 30 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides.
  3. All Hardie-board or equivalent product on the entire home.

During their meeting, the Planning Commission asked the applicant to remove one of the lots from the open space area to make a larger area next to the street that could be used for a park. The applicant has since revised his plans and removed the lot.

*Previous Plan*



*Revised Plan*



A development agreement has been drafted that outlines the dedication of open space, including the timing and means of dedication. The main points are as follows:

1. Developer shall have the right to develop up to 213 single family lots on the subject property in substantial conformity with the concept plan. The concept plan shall still be required to go through the subdivision process as outlined in West Point City Code and meet all requirements listed.
2. Developer acknowledges that the development of 213 lot requires the Subdivision application comply with all City ordinances and the terms of the agreement. The City's entry into the agreement does not guarantee that the Developer will be able to construct the total number of lots.
3. The following restrictions shall apply to all single-family homes constructed within the development:
  - i. Minimum square footage of 1,500 sq. ft. on main level for rambler style homes.
  - ii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
  - iii. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
  - iv. All homes will have a minimum 2 car garage.
  - v. No vinyl siding will be allowed.
  - vi. Exterior materials must comply with one of the following three options to provide for variation and accommodate the latest in architectural design trends:
    1. 40 percent brick or stone on the front of the home.
    2. 30 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides.
    3. All Hardie-board or equivalent product on the entire home. There may be accents of brick or stone.

4. Developer agrees to dedicate 4.369 acres of open space, as depicted on the concept plan. The amount of open space may vary slightly due to updated surveys or engineering requirements. The exact location and amount of open space will be finalized during the preliminary plat process. If the amount or location of the open space varies significantly from the concept plan, then staff will present the changes to the City Council to determine adherence with this agreement.

5. The open space shall be cleared and graded prior to being dedicated to the City. This means the property should be level and free of any construction debris or other impediments to development. Any significant trees existing in the open space shall be retained as much as possible. The City will inspect the property prior to clearing and determine what, if any, trees are to be preserved.

6. Developer agrees to install the following infrastructure for the open space at the time the subdivision is constructed and at their cost.
  - i. Developer shall stub utilities to the open space, including culinary water, irrigation water, sewer, and power, in up to two locations determined by the City.
  - ii. Developer shall install the curb, gutter, and sidewalk along all sections of the road adjacent to the open space
  
7. The open space shall be dedicated to the City when the adjacent phase has completed construction of infrastructure. The open space shall be dedicated on the plat for the adjacent phase or phases.

The developer has agreed to all of these points except for stubbing utilities to the open space at his cost. Staff is proposing the developer cover this cost as part of the open space dedication to prepare the property for future park development. Staff feels this requirement is consistent with the density the developer is requesting.

### **Recommendation**

The Planning Commission recommended approval of the PRUD Overlay zone and site plan for property located at approximately 2350 N 5000 W. The City Council needs to determine if this rezone meets the intent of the general plan and if the applicant qualifies for the requested 16% bonus density.

### **Attachments**

Concept Plan

Draft Development Agreement



LAND USE TABLE	
DESCRIPTION	QUANTITY
TOTAL PROJECT LOTS	213
TOTAL PROJECT AREA	3,612,852 sq. ft. / 82.94 acres
TOTAL PROJECT DENSITY	2,568 LOTS/ACRE
BONUS DENSITY	16%
OPEN SPACE	202,753 sq. ft. = 5.61%
AVERAGE LOT WIDTH	95.36'

- NOTES**
- PROPOSED ZONE R-1 PRUD OVERLAY
- 10,000 SQ. FT. MINIMUM
  - 85' MINIMUM LOT FRONTAGE
  - 90' MINIMUM AVERAGE LOT WIDTH
  - 100' MINIMUM LOT DEPTH
  - 25' FRONT SETBACK
  - 30' REAR SETBACK
  - 8' AND 10' SIDE SETBACK (18' TOTAL)
  - 20' SIDE CORNER SETBACK

**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SANDY  
Phone: 801.255.0529

TOELE  
Phone: 805.843.3590

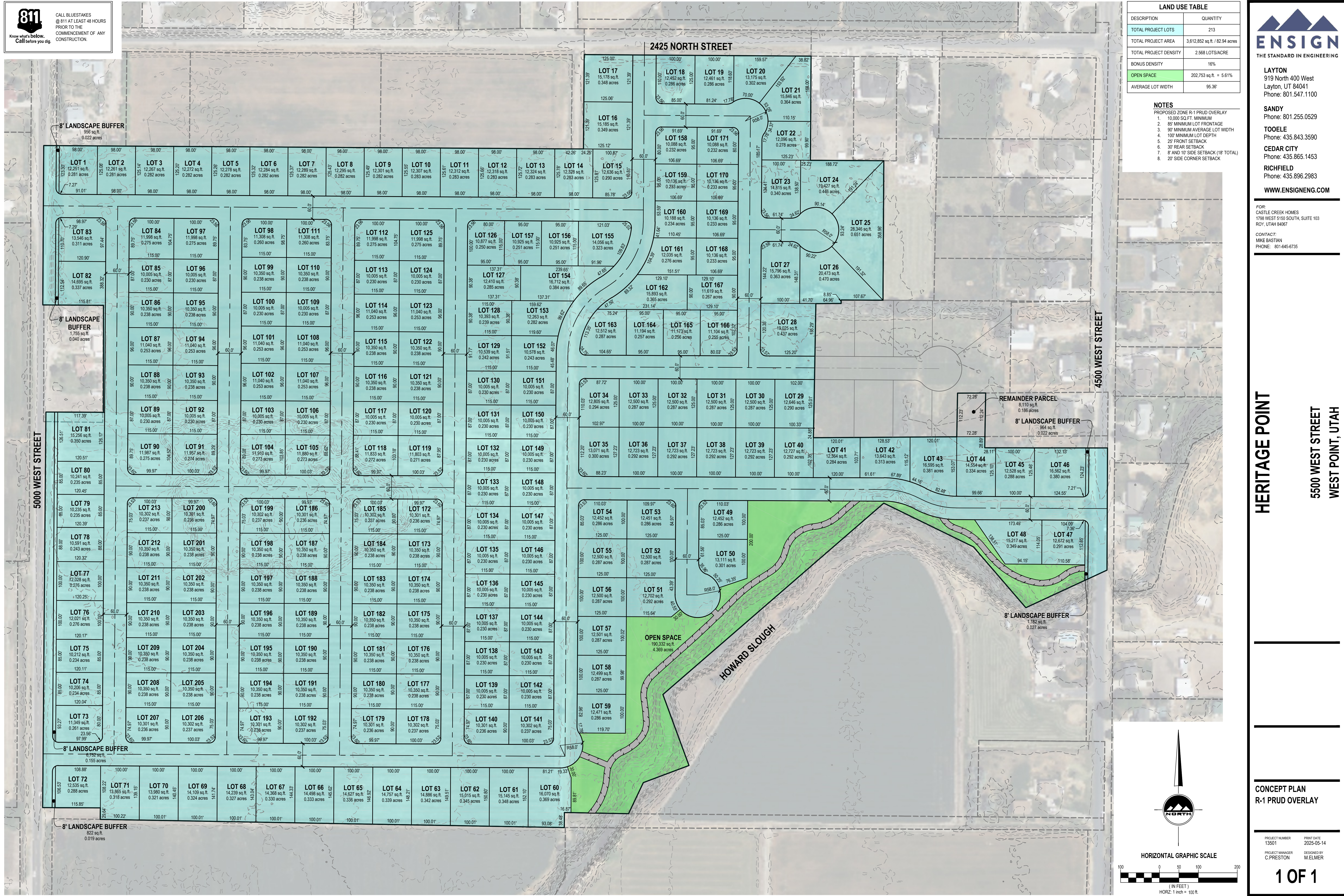
CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

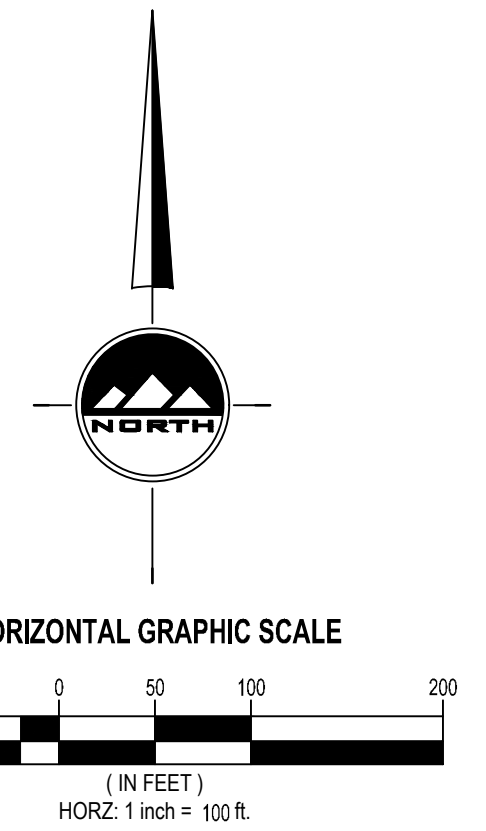
WWW.ENSIGNENG.COM

FOR:  
CASTLE CREEK HOMES  
1798 WEST 5150 SOUTH, SUITE 103  
ROY, UTAH 84067

CONTACT:  
MIKE BASTIAN  
PHONE: 801-645-6735



HERITAGE POINT  
5500 WEST STREET  
WEST POINT, UTAH



CONCEPT PLAN  
R-1 PRUD OVERLAY

PROJECT NUMBER: 13501  
PRINT DATE: 2025-05-14

PROJECT MANAGER: C. PRESTON  
DESIGNED BY: M. ELMER

**1 OF 1**

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND LONE PINE DEVELOPMENT  
(2350 N 5000 W)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and LONE PINE DEVELOPMENT, (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-1 to R-1 PRUD for certain property located at 2350 N 5000 W and known as parcel numbers:13-045-0007, 14-037-0042, 14-037-0001, 14-037-0049, 14-103,0041, 14-037-0050, 14-103-0042, 14-037-0040, 14-037-0047, 14-037-0045, and 13-045-0039 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 82.94 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 concept 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 “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as a PRUD to allow for the development of a residential subdivision 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 Lone Pine Development 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 82.94 acres as legally described in Exhibit A.

1.8 “Maximum Residential Units” means the development on the Subject Property of 213 single family dwellings.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 The zoning of the Subject Area consistent with the Concept 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 82.94 acres of R-1 PRUD zoning.

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

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to 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 preliminary plat of the Subject Area from the Developer. The preliminary plat 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 have the right to develop up to 213 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached concept plan (see Exhibit B). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. The concept plan shall still be required to go through the subdivision process as outlined in West Point City Code and meet all requirements listed.

4.2 Subdivision. Developer acknowledges that the development of the Maximum Residential units requires the Subdivision application comply with all City ordinances and the terms of this agreement. The City's entry into this agreement does not guarantee that the Developer will be able to construct the Maximum Residential Units.

4.3 Architecture. The following restrictions shall apply to all single-family homes constructed within the development:

- i. Minimum square footage of 1,500 sq. ft. on main level for rambler style homes.
- ii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
- iii. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
- iv. All homes will have a minimum 2 car garage.
- v. No vinyl siding will be allowed.
- vi. Exterior materials must comply with one of the following three options to provide for variation and accommodate the latest in architectural design trends:
  1. 40 percent brick or stone on the front of the home.
  2. 30 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides.
  3. All Hardie-board or equivalent product on the entire home. There may be accents of brick or stone.

4.4 Open Space. Master Developer agrees to dedicate 4.369 acres of open space, as depicted on the concept plan. The amount of open space may vary slightly due to updated surveys or engineering requirements. The exact location and amount of open space will be finalized during the preliminary plat process. If the amount or location of the open space varies significantly from the concept plan, then staff will present the changes to the City Council to determine adherence with this agreement.

4.5 Open Space Grading. The open space shall be cleared and graded prior to being dedicated to the City. This means the property should be level and free of any construction debris or other impediments to development. Any significant trees existing in the open space shall be

retained as much as possible. The City will inspect the property prior to clearing and determine what, if any, trees are to be preserved.

4.6 Open Space Infrastructure. Master Developer agrees to install the following infrastructure for the open space at the time the subdivision is constructed and at their cost.

- i. Master Developer shall stub utilities to the open space, including culinary water, irrigation water, sewer, and power, in up to two locations determined by the City.
- ii. Master Developer shall install the curb, gutter, and sidewalk along the road adjacent to all of the open space

4.7 Open Space Dedication. The open space shall be dedicated to the City when the adjacent phase has completed construction of infrastructure. The open space shall be dedicated on the plat for the adjacent phase or phases.

4.8 Amendments. Master Developer agrees to limit development of the Subject Area to the office building provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

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

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

5.1 Issuance of Permits - 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 VII VESTED RIGHTS**

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## **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



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

**Lone Pine Development**, a Utah limited partnership

\_\_\_\_\_  
Mike Bastian, Manager

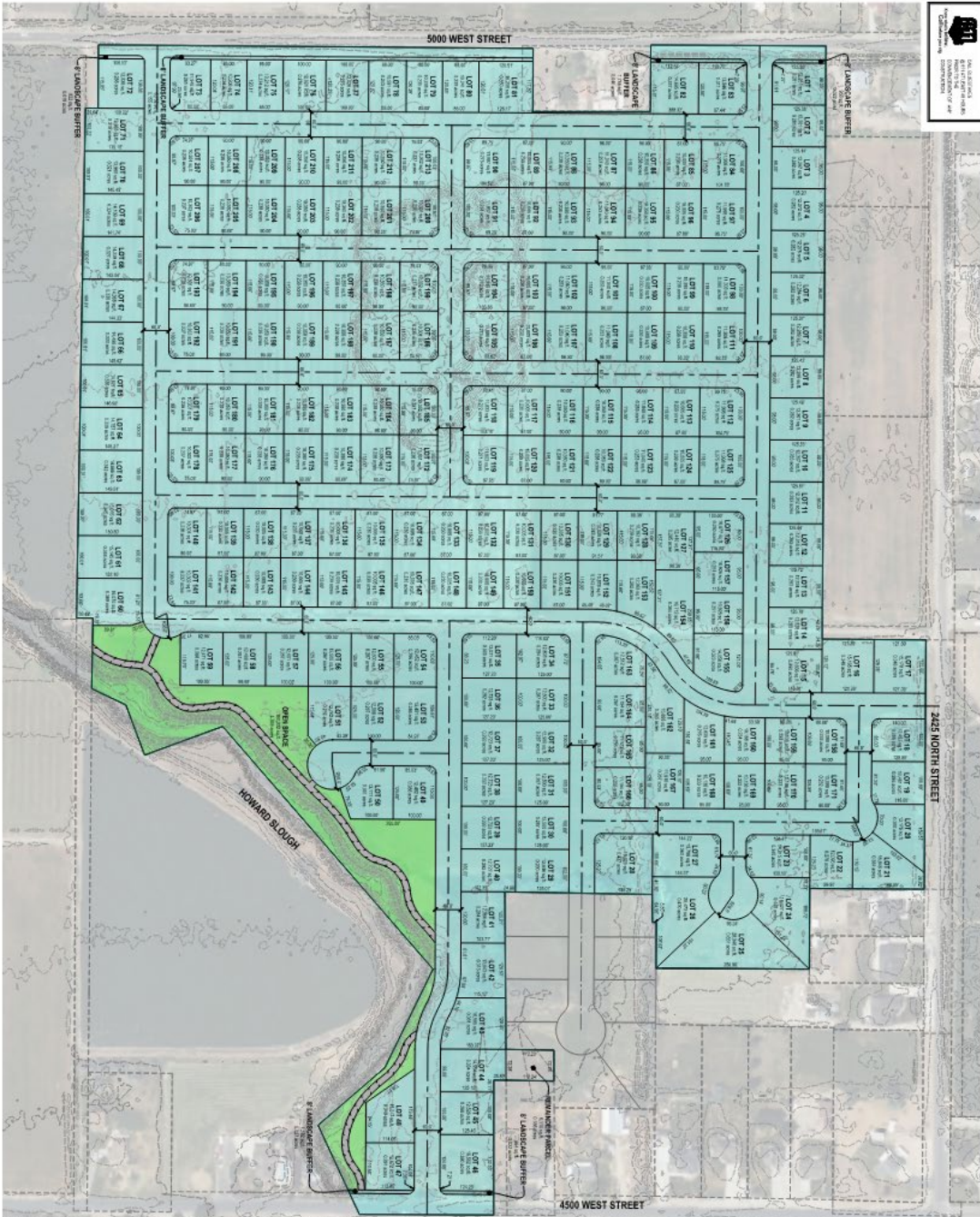
## **EXHIBIT A**

### Legal Description of Property

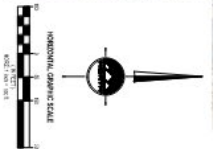
**Parcel IDs:**

13-045-0007, 14-037-0042, 14-037-0001, 14-037-0049, 14-103,0041, 14-037-0050, 14-103-0042, 14-037-0040, 14-037-0047, 14-037-0045, and 13-045-0039

# EXHIBIT B Concept Plan



DATE: 06/25/2024  
 PROJECT: HERITAGE POINT  
 SHEET: 1 OF 1  
 DRAWN BY: [Signature]



LANDSCAPE TABLE	
LANDSCAPE BUFFER	10%
LANDSCAPE BUFFER	15%
LANDSCAPE BUFFER	20%
LANDSCAPE BUFFER	25%
LANDSCAPE BUFFER	30%
LANDSCAPE BUFFER	35%
LANDSCAPE BUFFER	40%
LANDSCAPE BUFFER	45%
LANDSCAPE BUFFER	50%
LANDSCAPE BUFFER	55%
LANDSCAPE BUFFER	60%
LANDSCAPE BUFFER	65%
LANDSCAPE BUFFER	70%
LANDSCAPE BUFFER	75%
LANDSCAPE BUFFER	80%
LANDSCAPE BUFFER	85%
LANDSCAPE BUFFER	90%
LANDSCAPE BUFFER	95%
LANDSCAPE BUFFER	100%

**HERITAGE POINT**

5500 WEST STREET  
WEST POINT, UTAH

**ENSGN**  
 9100 W. 4200 S. SUITE 100  
 WEST POINT, UT 84456  
 PHONE: 801.247.1100  
 WWW.ENSGN.COM

CONCEPT PLAN  
 5500 WEST STREET  
 WEST POINT, UTAH  
 1 OF 1

DATE: 06/25/2024  
 PROJECT: HERITAGE POINT  
 SHEET: 1 OF 1  
 DRAWN BY: [Signature]

DATE: 06/25/2024  
 PROJECT: HERITAGE POINT  
 SHEET: 1 OF 1  
 DRAWN BY: [Signature]



**THIRD AMENDMENT TO  
AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC  
*Harvest Fields Subdivision***

This THIRD AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC (“*Amendment*”) is made and entered into effective \_\_\_\_\_, 2025 (the “*Effective Date*”), by and between CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company (“*Owner*”); and WEST POINT CITY, a municipal corporation the State of Utah (the “*City*”).

**RECITALS**

A. The parties entered into an Agreement for Development of Land Between West Point City and Capital Reef Management, LLC, dated January 21, 2020 (the “*Agreement*”), which Agreement subsequently has been amended twice. Under the Agreement, the City granted Owner certain rights to develop 64 acres of real property located at approximately 1200 South 4500 West, West Point, Utah, as a development with a combined zoning of R-1 and R-2, with a Planned Residential Unit Development overlay zone (“*PRUD*”) (hereinafter, the “*Subdivision*”).

B. The R-1 zoned lots have a minimum lot size of 10,000 square feet.

C. Lot 123, more particularly described as Parcel No. 151640123, All of Lot 123, Harvest Fields PRUD – Phase 1B, (Hereinafter, “Lot 123”), is situated within the R-1 zone.

D. Parcel No. 120460035, the adjacent lot to the north of Lot 123, is not part of the Harvest Fields Subdivision and pre-existed the Harvest Fields Subdivision. There is a row of mature trees planted long ago that are maintained by the owner(s) of Parcel No. 120460035. The trees encroach into Lot 123, preventing its full use and enjoyment, for example, making it impossible to place a fence along the current property line of the two parcels, without removing the trees.

E. The owner of Parcel No. 120460035 desires to retain the trees and Owner is willing to accommodate this request, by adjusting the property line between Lot 123 and Parcel No. 120460035. Owner has proposed conveying a three or four foot strip of the north side of Lot 123, thereby enlarging Parcel No. 120460035 so that the trees fall within the footprint of Parcel No. 120460035. However, such a conveyance would reduce the acreage of Lot 123 to less than 10,000 square feet, which would cause it to be non-compliant with the applicable R-1 zone.

F. The City desires to support Owner’s efforts to be a good neighbor and allow the owner of Parcel No. 151640123 to retain the trees along the shared property line with Lot 123. To this end, the City is willing to amend the Agreement to permit a boundary line adjustment between Parcel No. 151640123, even though the adjustment would otherwise make Lot 123 non-compliant with the applicable R-1 zone

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Article III of the Agreement.** Article III of the Agreement is hereby amended to add Section 3.5, which states: “As a single exception to the zoning parameters of Section 2.1, the City will permit a boundary line adjustment to Lot 123, whereby Owner is authorized to convey a strip of ground along the north side of Lot 123 to the owner of Parcel No. 151640123, sufficient in size that the trees bordering the

two parcels will be situated within Parcel No. 151640123. The City grants this exception even though the result of the conveyance will reduce Lot 123's total acreage to slightly less than 10,000 square feet.

**3. EFFECT OF AMENDMENT.** The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement, as previously amended, will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**OWNER:**

CAPITAL REEF MANAGEMENT, LLC

\_\_\_\_\_  
Craig Jacobsen, Authorized Agent

**THE CITY:**

WEST POINT CITY

\_\_\_\_\_  
Brian Vincent, Mayor

ATTEST:

\_\_\_\_\_  
Casey Arnold, City Recorder

**ACKNOWLEDGMENTS**

STATE OF UTAH        )  
                                  : ss.  
COUNTY OF DAVIS    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, appeared before me **Craig Jacobsen**, who, being duly sworn, did acknowledge that he is the **Authorized Agent** of **Capital Reef Management, LLC**, the owner and developer of the subdivision that is the subject of the foregoing Amendment, and that he signed the Amendment as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

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

# CITY COUNCIL STAFF REPORT



**Subject:** Rezone Request – 3700 W 1300 N  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 3, 2025

## **Background**

Erik Craythorne, representing Craythorne Homes Inc., has applied to rezone approximately 4.2 acres (consisting of 2 parcels) of land located at approximately 3700 West 1300 North. The property is currently zoned A-40 (Agricultural) and R-2 (Residential). The applicant is requesting to rezone the entire property to R-2 (Residential, 2.7 units per acre), consistent with the General Plan, in order to develop the property into twelve building lots.



## **Process**

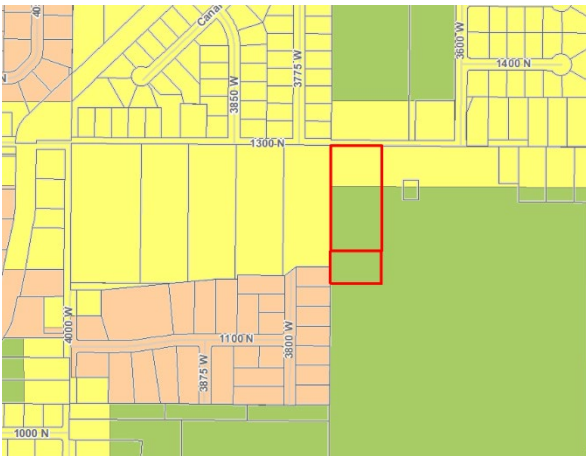
Rezone requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, provided that it can be demonstrated that their action will promote or protect the community's overall welfare. Changes to zoning require a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council. The Planning Commission discussed this item during the work session held on May 8, 2025, and held a public hearing on May 22, 2025. The PC recommended approval of the rezone.

## **Analysis**

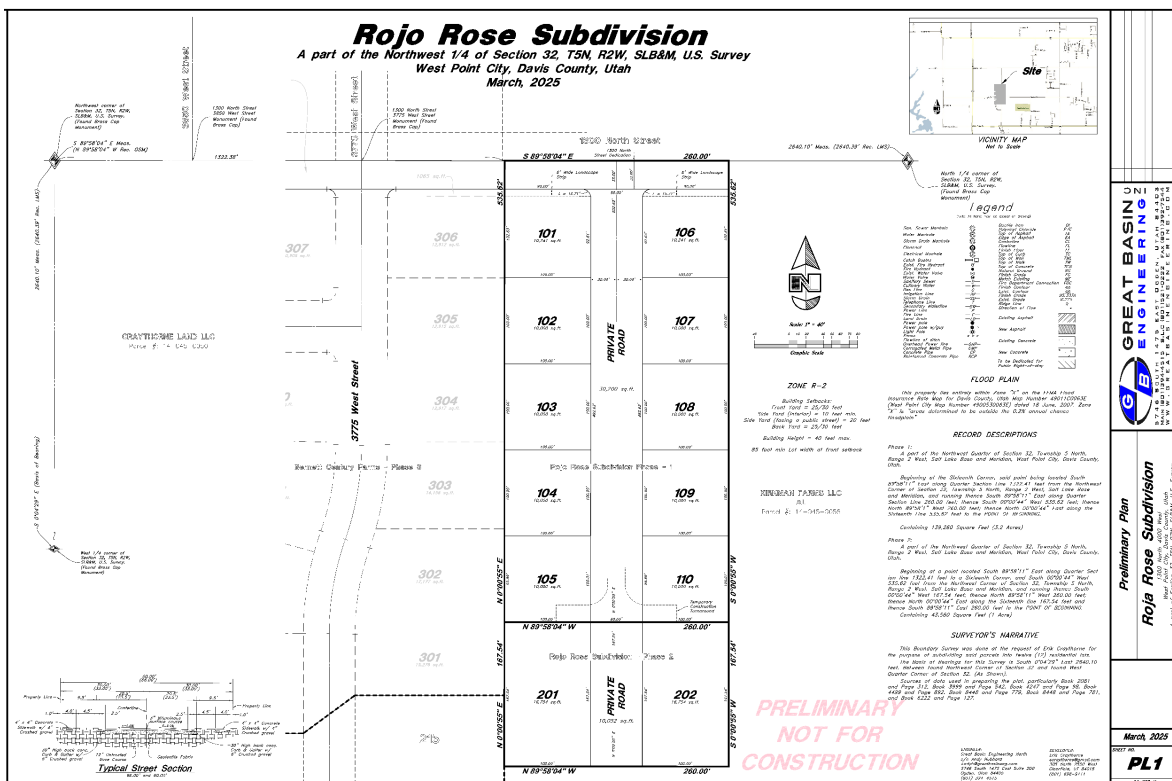
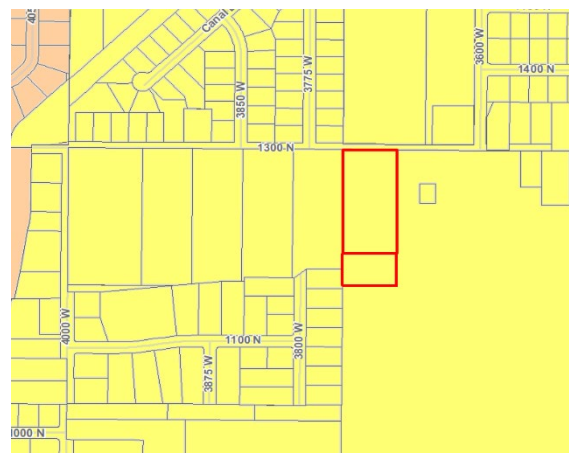
The R-2 Residential zone allows a density of up to 2.7 dwelling units per acre. For the 4.2-acre site, this permits a maximum of 11.34 dwelling units. It is the City's practice to round density to the nearest whole number. The applicant is proposing 12 lots and is seeking a development agreement to allow rounding up to 12 lots. The minimum lot size in the R-2 zone is 10,000 square feet, and the proposed lots will comply with this requirement.

Some elements of the proposed development will need to be reviewed during the preliminary subdivision phase, including ensuring proper access to the property to the south. These access requirements will be addressed to meet City standards and ensure connectivity for future development.

Current Zoning



General Plan



Applicants Proposal

The Planning Commission held a public hearing on May 22, 2025. They had comments from two residents. The residents were concerned with traffic lights shining into their home (directly across the street). They also had questions about the type of homes that would be built. The Planning Commission recommended approval of the rezone to R-2, with approval for the 12 lots as proposed.

## **Recommendation**

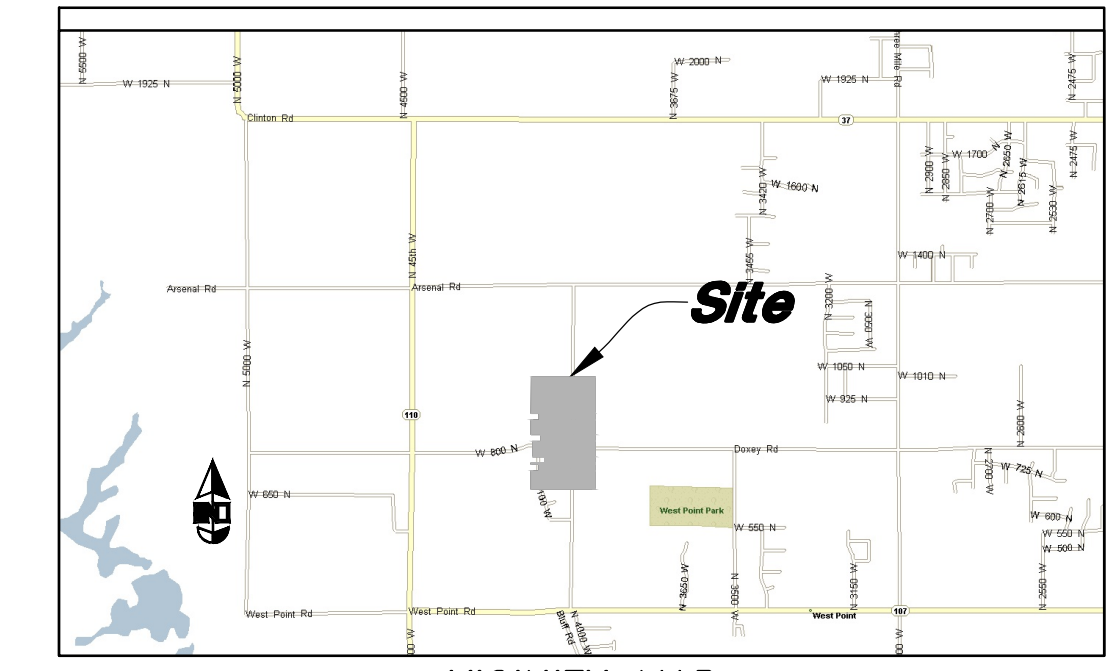
This item is on for discussion. No action is required at this time. The Planning Commission recommended approval of the rezone to R-2 and expressed approval for a development agreement that would allow 12 lots as proposed.

## **Attachments**

Application and Plans

# Rojo Rose Subdivision

A part of the Northwest 1/4 of Section 32, T5N, R2W, SLB&M, U.S. Survey  
West Point City, Davis County, Utah  
March, 2025



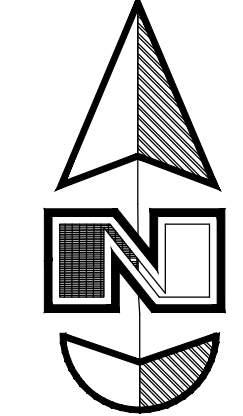
VICINITY MAP  
Not to Scale

North 1/4 corner of Section 32, T5N, R2W, SLB&M, U.S. Survey. (Found Brass Cap Monument)

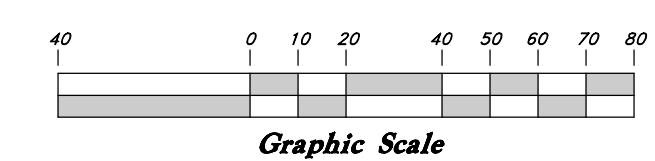
### Legend

(Note: All items may not appear on drawing)

San. Sewer Manhole	Ductile Iron	DI
Water Manhole	Polyvinyl Chloride	PVC
Storm Drain Manhole	Top of Asphalt	TA
Canteline	Edge of Asphalt	EA
Cleanout	Canteline	CL
Electrical Manhole	Flowline	FL
Catch Basins	Finish Floor	FF
Exist. Fire Hydrant	Top of Curb	TC
Exist. Water Valve	Top of Wall	TW
Water Valve	Top of Concrete	TCN
Sanitary Sewer	Natural Ground	NG
Culinary Water	Finish Grade	FG
Irrigation Line	Match Existing	ME
Storm Drain	Fire Department Connection	FDC
Telephone Line	Finish Contour	— 90
Secondary Waterline	Exist. Contour	— 90
Power Line	Finish Grade	95.337A
Fire Line	Exist. Grade	95.337A
Land Drain	Ridge Line	R
Power pole w/guy	Direction of Flow	
Light Pole	Existing Asphalt	
Fence	New Asphalt	
Flowline of ditch	Existing Concrete	
Overhead Power line	New Concrete	
Corrugated Metal Pipe	To be Dedicated for Public Right-of-Way	
Concrete Pipe		
Reinforced Concrete Pipe		



Scale: 1" = 40'



### ZONE R-2

Building Setbacks:  
Front Yard = 25/30 feet  
Side Yard (interior) = 10 feet min.  
Side Yard (facing a public street) = 20 feet  
Back Yard = 25/30 feet

Building Height = 40 feet max.  
85 foot min Lot width at front setback

KIRKMAN FARMS LLC  
AL  
Parcel #: 14-045-0055

### FLOOD PLAIN

This property lies entirely within Zone "X" on the FEMA Flood Insurance Rate Map for Davis County, Utah Map Number 49011C0063E (West Point City Map Number 4900530063E) dated 18 June, 2007. Zone "X" is "areas determined to be outside the 0.2% annual chance floodplain"

### RECORD DESCRIPTIONS

Phase 1:  
A part of the Northwest Quarter of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian, West Point City, Davis County, Utah.

Beginning at the Sixteenth Corner, said point being located South 89°58'11" East along Quarter Section Line 1322.41 feet from the Northwest Corner of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°58'11" East along Quarter Section Line 260.00 feet; thence South 00°00'44" West 535.62 feet; thence North 89°58'11" West 260.00 feet; thence North 00°00'44" East along the Sixteenth Line 535.62 feet to the POINT OF BEGINNING.  
Containing 139,260 Square Feet (3.2 Acres)

Phase 2:  
A part of the Northwest Quarter of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian, West Point City, Davis County, Utah.

Beginning at a point located South 89°58'11" East along Quarter Section line 1322.41 feet to a Sixteenth Corner, and South 00°00'44" West 535.62 feet from the Northwest Corner of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°00'44" West 167.54 feet; thence North 89°58'11" West 260.00 feet; thence North 00°00'44" East along the Sixteenth line 167.54 feet and thence South 89°58'11" East 260.00 feet to the POINT OF BEGINNING.  
Containing 43,560 Square Feet (1 Acre)

### SURVEYOR'S NARRATIVE

This Boundary Survey was done at the request of Erik Craythorne for the purpose of subdividing said parcels into twelve (12) residential lots. The Basis of Bearings for this Survey is South 0°04'29" East 2640.10 feet. Between found Northwest Corner of Section 32 and found West Quarter Corner of Section 32. (As Shown).  
Sources of data used in preparing the plat, particularly Book 2081 and Page 312, Book 3999 and Page 542, Book 4247 and Page 98, Book 4499 and Page 892, Book 8448 and Page 779, Book 8448 and Page 781, and Book 6222 and Page 127.

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

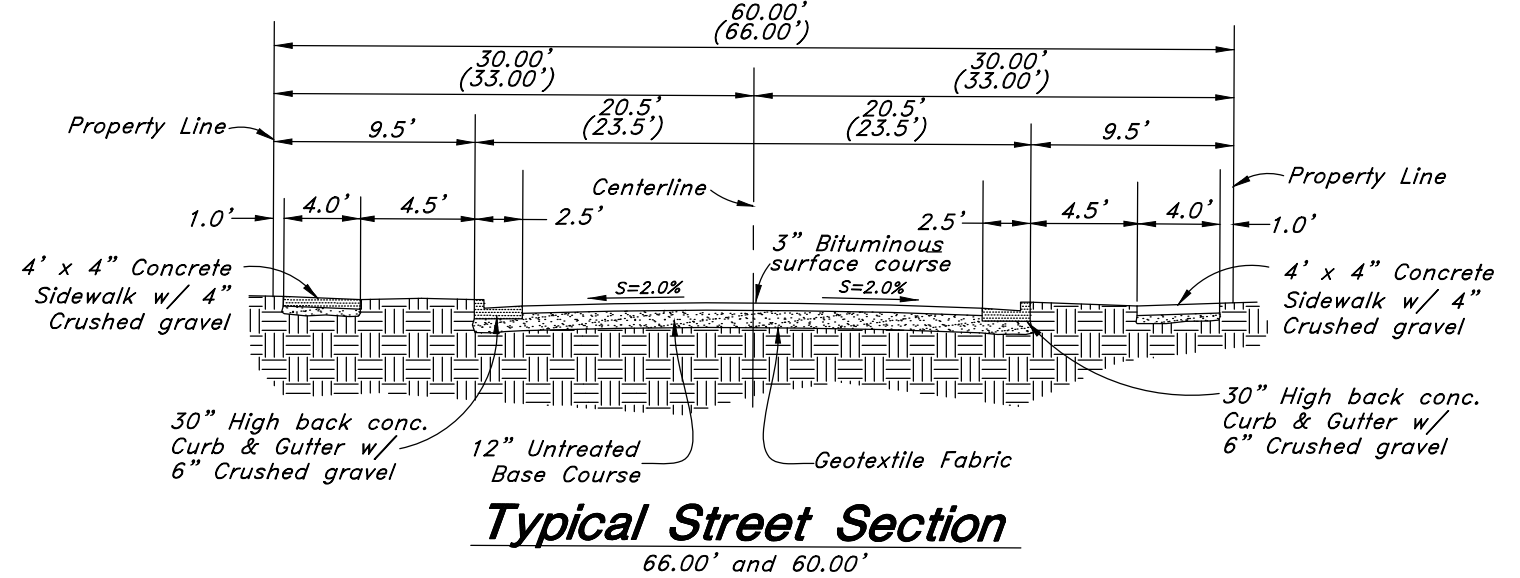
ENGINEER:  
Great Basin Engineering North  
c/o Andy Hubbard  
andyh@greatbasineng.com  
5746 South 1475 East Suite 200  
Ogden, Utah 84405  
(801) 394-4515

DEVELOPER:  
Erik Craythorne  
erikcraythorne@gmail.com  
305 North 2550 West  
Clearfield, UT 84015  
(801) 698-9111

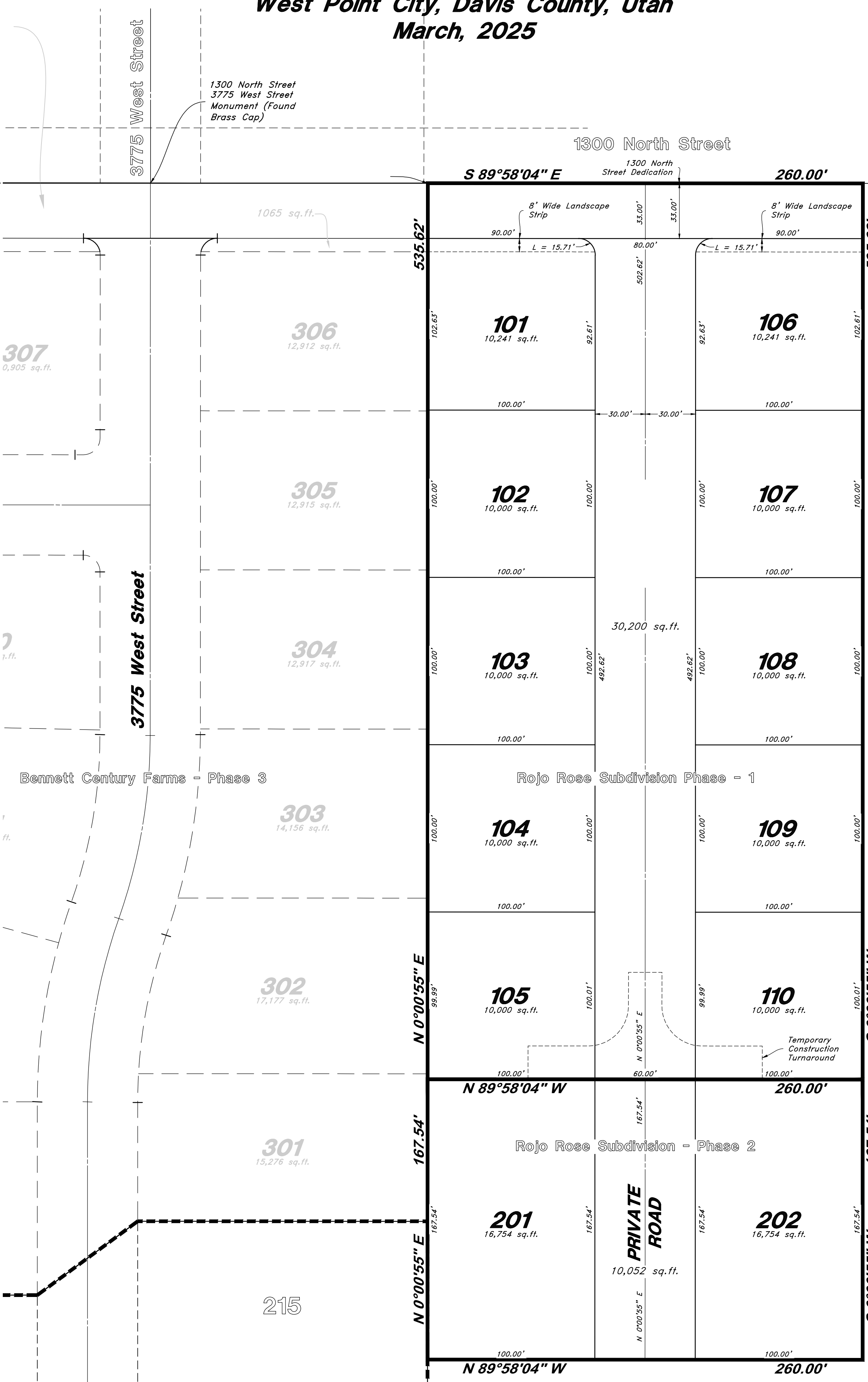
CRAYTHORNE LAND LLC  
Parcel #: 14-045-0050

Northwest corner of Section 32, T5N, R2W, SLB&M, U.S. Survey. (Found Brass Cap Monument)  
S 89°58'04" E Meas. (N 89°58'04" W Rec. OSM)  
2640.10' Meas. (2640.39' Rec. LMS)

West 1/4 corner of Section 32, T5N, R2W, SLB&M, U.S. Survey. (Found Brass Cap Monument)  
S 0°04'29" E (Basis of Bearing)  
2640.10' Meas. (2640.39' Rec. LMS)



Typical Street Section  
66.00' and 60.00'



**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST SUITE 200  
OGDEN, UTAH 84405  
MAIN (801) 394-4515 FAX (801) 392-7544  
WWW.GREATBASINENGINEERING.COM

**Preliminary Plan**

**Rojo Rose Subdivision**

1300 North 4000 West  
West Point City, Davis County, Utah  
A part of Section 32, T5N, R2W, SLB&M, U.S. Survey

March, 2025

SHEET NO.  
**PL1**

24-766-V

# CITY COUNCIL STAFF REPORT



**Subject:** General Plan - Small Area Plans  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** May 20, 2025

## **Background**

As part of the update to the General Plan, the city worked closely with Downtown Redevelopment Services to create two small area plans. The plans will help guide future growth and development in these areas. The first plan focuses on the Commercial Core Overlay District, located behind Smith's Marketplace, while the second plan addresses the Main Street Overlay District, situated south of City Hall off 300 North. These concept plans will be reviewed and discussed by the City Council.

## **Process**

The Small Area Plans are amendments to the General Plan. Changes to the General Plan are legislative decisions. In such matters, both the Planning Commission and City Council have considerable discretion, as long as they can show that their actions will enhance or safeguard the community's overall well-being. Updating the General Plan requires a public hearing and a recommendation from the Planning Commission before the City Council can make a final decision. The Planning Commission held a public hearing on April 24, 2025, and recommended approval of the plans. The City Council must now hold a public hearing and can approve, deny, or modify.

## **Analysis**

The document includes plans for two distinct areas: Main Street and the Commercial Core.

***Main Street-*** The Main Street plan area consists of approximately 100 acres of mostly agricultural land between 3000 W on the east side and Schneiter's Bluff Golf Course on the west. It is bounded by 300 N to the north. This area is proposed as a civic and commercial area, surrounded by various types of residential housing. The civic uses are anticipated to be a new location of city hall and other public buildings (i.e. library, rec center). There is also a large city park.

***Commercial Core-*** The Commercial core plan area is approximately 200 acres located west of 2000 West, between 300 N and SR-193. This area is envisioned with a large commercial area along SR-193 and 2000 W. There is higher density as a buffer next to the commercial, moving out to lower densities. There is also a large park and trail system to connect the residential and commercial uses.

## **Recommendation**

The Planning Commission recommended approval of the Small Area Plans as proposed.

## **Attachments**

Small Area Plans

# Final Renderings of the Main Street Small Area Plan



**Left -** Aerial view of the Main Street Small Area. The Main Street Small Area proposes a core civic and commercial area surrounded by residential housing from various typologies. The west side of the area consists of small lot residential, while the east side is made up of large residential, and townhomes. The Main Street small area features a large park to serve the library and municipal core.

- Civic
- Commercial
- Large Residential
- Small Residential
- Townhouses



**Left -** Artistic rendering looking northeast from the southern end of the Main Street Area. This commercial and civic use area is designed to serve as the core of the city, allowing for easy access from other parts of the city and highlighting a welcoming pedestrian area.

## Summary Table

Number of Units		303
Small Lot Detached		136
Large Lot Detached		47
Townhomes		120
Commercial Space		111,250
Retail		70,750
Civic		21,000
Office		19,500
Park Size (Acres)		7.22 Acres

# Final Renderings of the Commercial Core Small Area Plan

**Below-** Aerial view of the Commercial Core Small Area. The small area implements commercial centers along the southern end of the small area, with a commercial node on the northern edge as well. The remainder of the small area is dedicated to residential housing. Residential typologies consist mainly of large Residential, with small residential, townhomes, and apartments present in smaller quantities. A large park is located at the southwest corner of the area. This park is connected to by trail network to the rest of the small area and the rest of the city beyond.



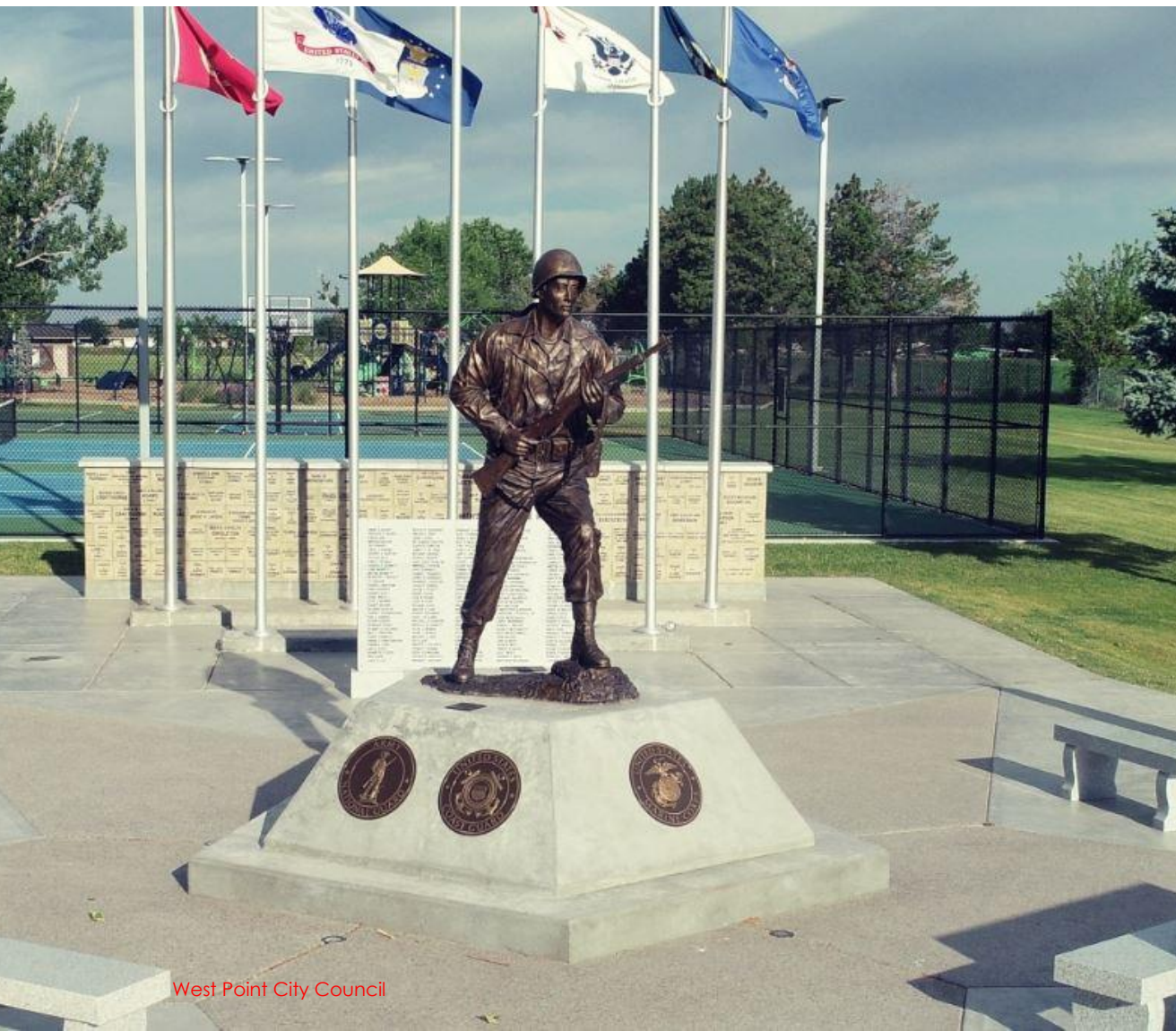
**Above -** Viewing the Commercial Core Small Area from the southeast corner, looking northwest. The southern end of this small area focuses on providing the city with more commercial space along State Route 193. Residential typologies differ through the small area with higher densities of housing present in the southeastern portion of the small area.

Summary Table	
<b>Number of Units</b>	581
Small Lot Detached	109
Large Lot Detached	232
Townhomes	71
Multi-Family	169
<b>Commercial Space (Sq Ft)</b>	328,100
Retail	277,100 Sq Ft
Industrial/Flex Space	51,000 Sq Ft
<b>Park Size (Acres)</b>	10.05 acres



# COMMERCIAL CORE & MAIN STREET SMALL AREA PLANS

## WEST POINT, UT



### SMALL AREA PLANS

### DECEMBER 2024

PREPARED BY



Downtown Redevelopment  
Services, LLC  
park City, UT



- 01 Introduction
- 02 Existing Conditions
- 03 Scenario Process
- 04 Final Scenarios
- 05 Building Typologies
- 06 Conceptual Layouts

TABLE OF CONTENTS

INTRODUCTION

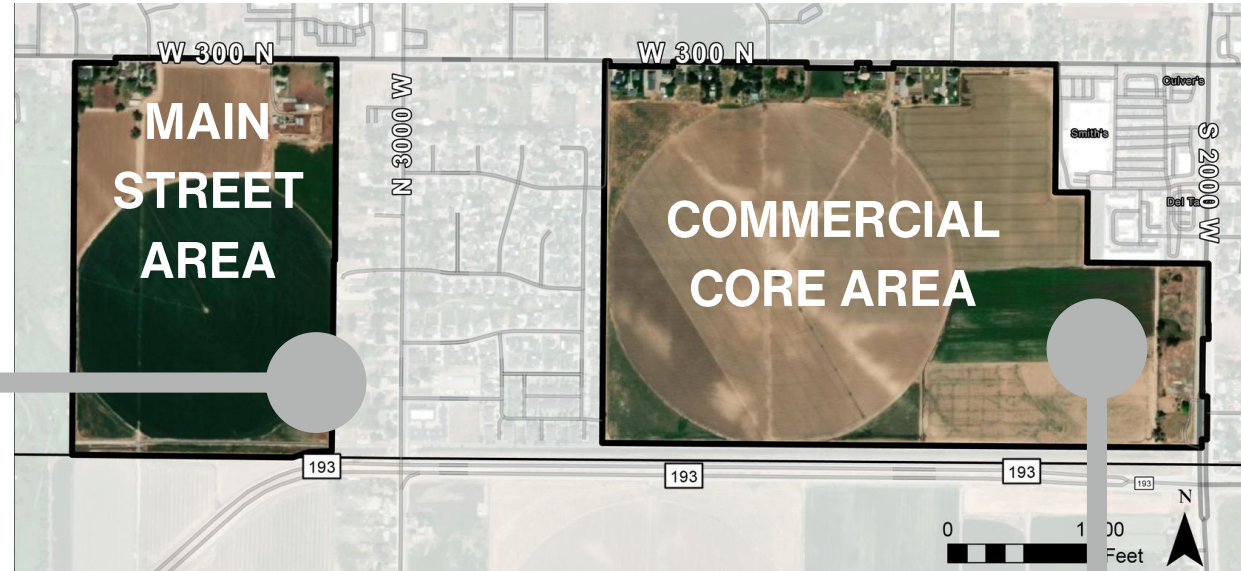
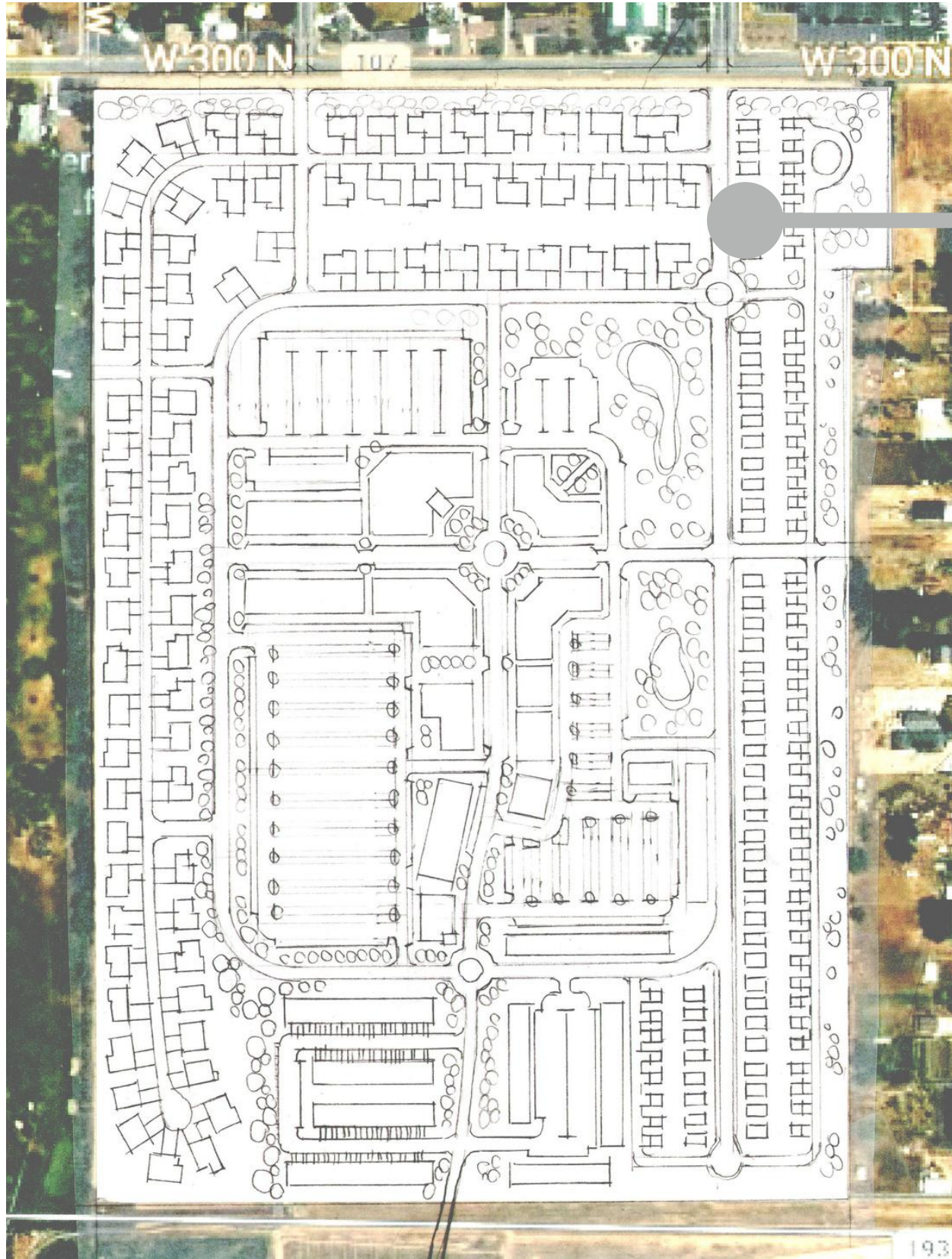
The growth, expansion and development of West Point City is creating opportunities on parcels for higher and better uses. Planning is essential to meet the future growth and long-term transportation goals while remaining community-focused and ensuring the creation of adequate economic ecosystems. The proposed scenarios for the Main Street Core and the Commercial Core small area plans will assist in outlining a realistic future development pattern for the sites.

The Main Street Core small plan area consists of agricultural land between 3000 West and Schneiter's Bluff golf course, South across 300 W from West Point City Hall. Its close proximity to civic institutions and central location make it the natural choice for the development and creation of a centralized city core.

The Commercial Core small plan area consists of a large expanse of agricultural land bordered by 300 N to the North, SR-193 to the South, and 200W to the West. Adjacent to the area is the largest existing commercial center in the city, consisting of Smith's Grocery and other commercial establishments. The proximity to these services and amenities makes this area a prime location for the future development and growth of West Point.



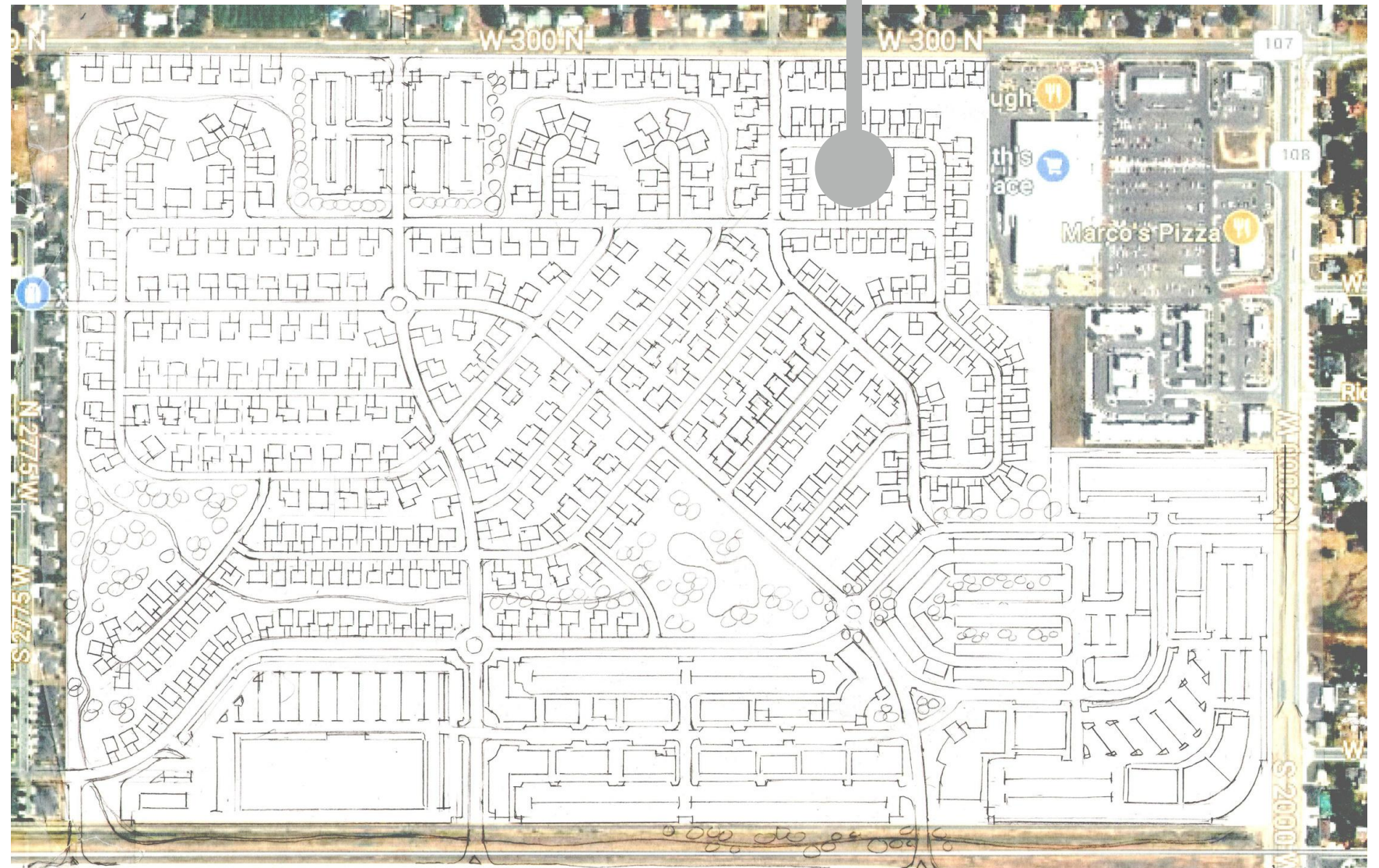
# Contextual Maps of the Commercial Core & Main Street Small Area Plans



Left Image: Site Plan of the Main Street Small Area Plan

Top Image: Contextual Map

Bottom Image: Site Plan of the Commercial Core Small Area Plan



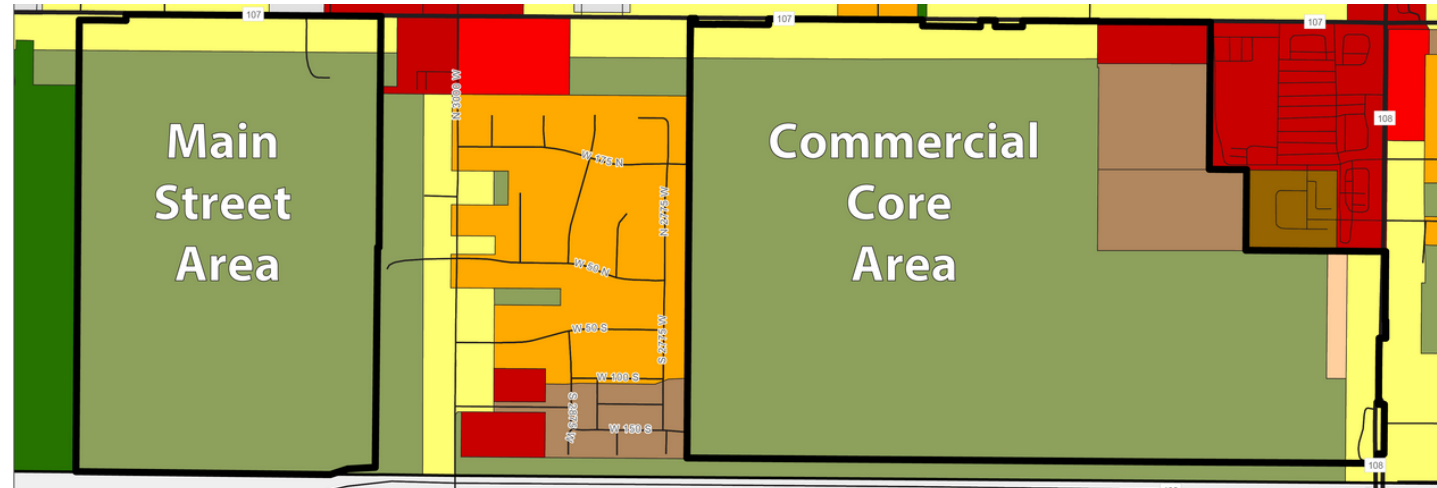


# EXISTING CONDITIONS

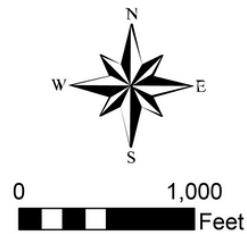
02

# Current Land Use

Land use within the small plan area consists of a variety of land use types. Residential land uses include R-1, R-2, and R-4, each with differing unit densities permitted per acre. Commercial land uses include C-C (Community) with commercial uses serving a community focused population type. Other land uses identified in the small plan area on the General Plan Map include Parks/Recreational uses.



- A-1** Agricultural 1 Unit Per Acre
- R-1** Residential 2.2 Units Per Acre - 12,000 Sq. Ft.
- R-2** Residential 2.7 Units Per Acre - 10,000 Sq. Ft.
- R-3** Residential 3.6 Units Per Acre - 9,000 Sq. Ft.
- R-4** Residential 6.0 Units Per Acre
- R-5** Residential 10.0 Units Per Acre
- C-C** Community Commercial
- N-C** Neighborhood Commercial
- R-C** Regional Commercial
- R/I-P** Research and Industrial
- Parks and Recreational**
- Public and Institutional



(Above) Fig. X - Current Land Uses in the Small Areas  
 (Bottom Right) Fig. X - Future Land Uses in the Small Areas

A majority of land within the Main Street and Commercial Core small areas is being used as agricultural land. The land surrounding the small areas consist of a variety of uses; including R-3 residential, R-5 residential, community and neighborhood commercial, parks and recreation, and public and institutional uses. Much of the development in West Point in recent years has happened in close proximity of the Main Street Core and Commercial Core Small Areas.

A majority of land within the small areas is zoned as A-40, Agricultural Residential, allowing a density of 1 unity per acre. The potential future zoning changes will allow for adaptation to match congruency with the small area plans, encouraging the style and density of development in key areas of West Point, reflecting both the desires retain agricultural land and increase housing diversity. A focus of the Small Area Plans will be to allow for different densities of zoning as well as more Neighborhood and Community centered commercial uses.

# Development Patterns

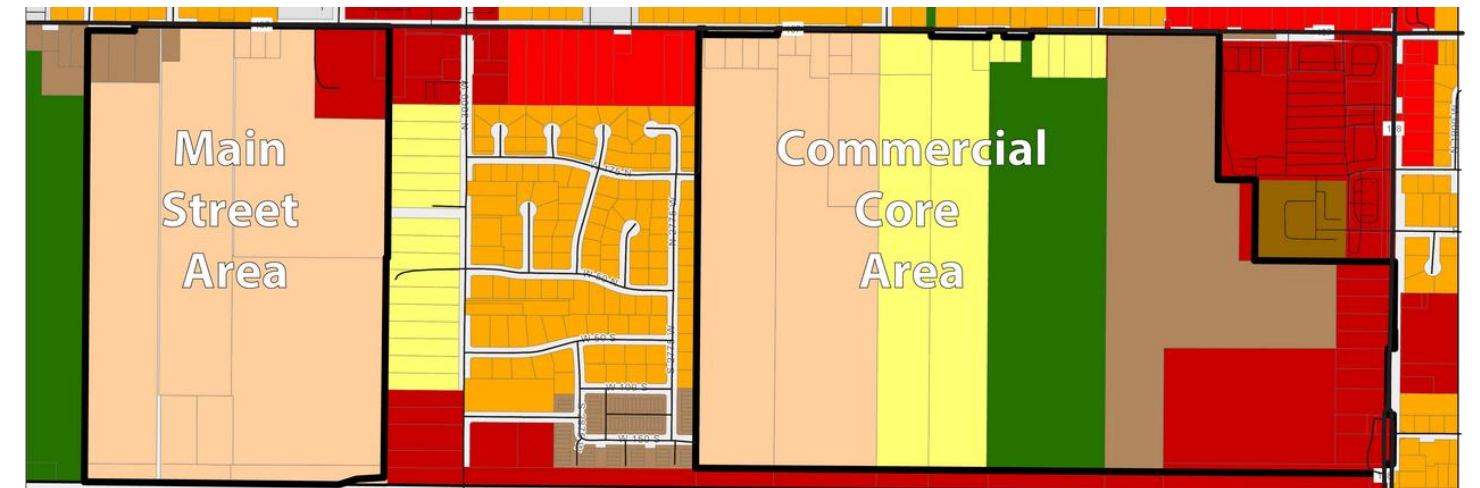
There are clusters of commercial structures at the intersections of 3000 W and 300 N, SR 108 and 300 N, and 3000 W and SR 193. Commercial buildings found at these intersections all look to be of modern construction materials.



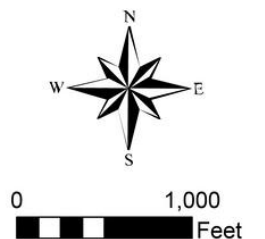
Development is commonly laid out in a strip development. Much of the area is zoned for residential but has been used as agricultural land. Therefore, a large portion of the land within both small areas is open space with few to no buildings.

# Future Land Use

The land use designation for a property, as shown on the map, is to be the primary consideration in determining whether the zoning of that property is in compliance with the master plan. A degree of flexibility in how specific lands may be zoned is provided in the design of the Land Use Map. The Land Use Map is to be interpreted such that each parcel that is colored to represent a specific land use designation may be zoned in a manner that implements the category of land use indicated. The Small Area Plan calls for the identified areas to become the Main Street Small Area and Commercial Core Small Area.



- A-1** Agricultural 1 Unit Per Acre
- R-1** Residential 2.2 Units Per Acre - 12,000 Sq. Ft.
- R-2** Residential 2.7 Units Per Acre - 10,000 Sq. Ft.
- R-3** Residential 3.6 Units Per Acre - 9,000 Sq. Ft.
- R-4** Residential 6.0 Units Per Acre
- R-5** Residential 10.0 Units Per Acre
- C-C** Community Commercial
- N-C** Neighborhood Commercial
- R-C** Regional Commercial
- R/I-P** Research and Industrial
- Parks and Recreational**
- Public and Institutional



# Transportation

## Trails

The intent of the trail system is to connect neighborhoods and give residents the option of walking to activity centers, thus providing a walkable community and adequate exercise opportunities. Existing active transportation facilities with direct impact on the small plan area include:

- The SR-193 trail is a shared use path that runs from the Emigration Trail to the Denver & Rio Grande Western Rail Trail.
- The 2-mile bike lane runs along 2000 West from 300 N to Antelope Dr. in Syracuse.

## Transit

Currently UTA bus Route 626 is the only bus route that services the West Point City small area plan vicinity. Route 626 runs through the Commercial Core Small Area on 2000 West. There are four bus stops in, or in close proximity of, the Commercial Core Small Area.

### South Bound:

- 2000 W @ 261 N (West Point)
  - Stop ID: 632029
- 2000 W @ 55 N
  - Stop ID: 301507

### North Bound:

- 2000 W @ 61 S
  - Stop ID: 632018
- 2000 W @ 102 North
  - Stop ID: 301510



## Roads

State Route 193 (SR-193) is the major arterial leading to both the Main Street Small Area and the Commercial Core Small Area. This multi-lane State Highway gives easy access to I-15 to the East and communities to the south along SR-173 (W Davis Corridor).

300 N serves as the northern boundary for both the Main Street Core and Commercial Core small areas, connecting the small areas to points east and west. 2000 W acts as the eastern boundary of the Commercial Core small area and its primary connection to the north and south



# SCENARIO PLANNING PROCESS EXPLANATION

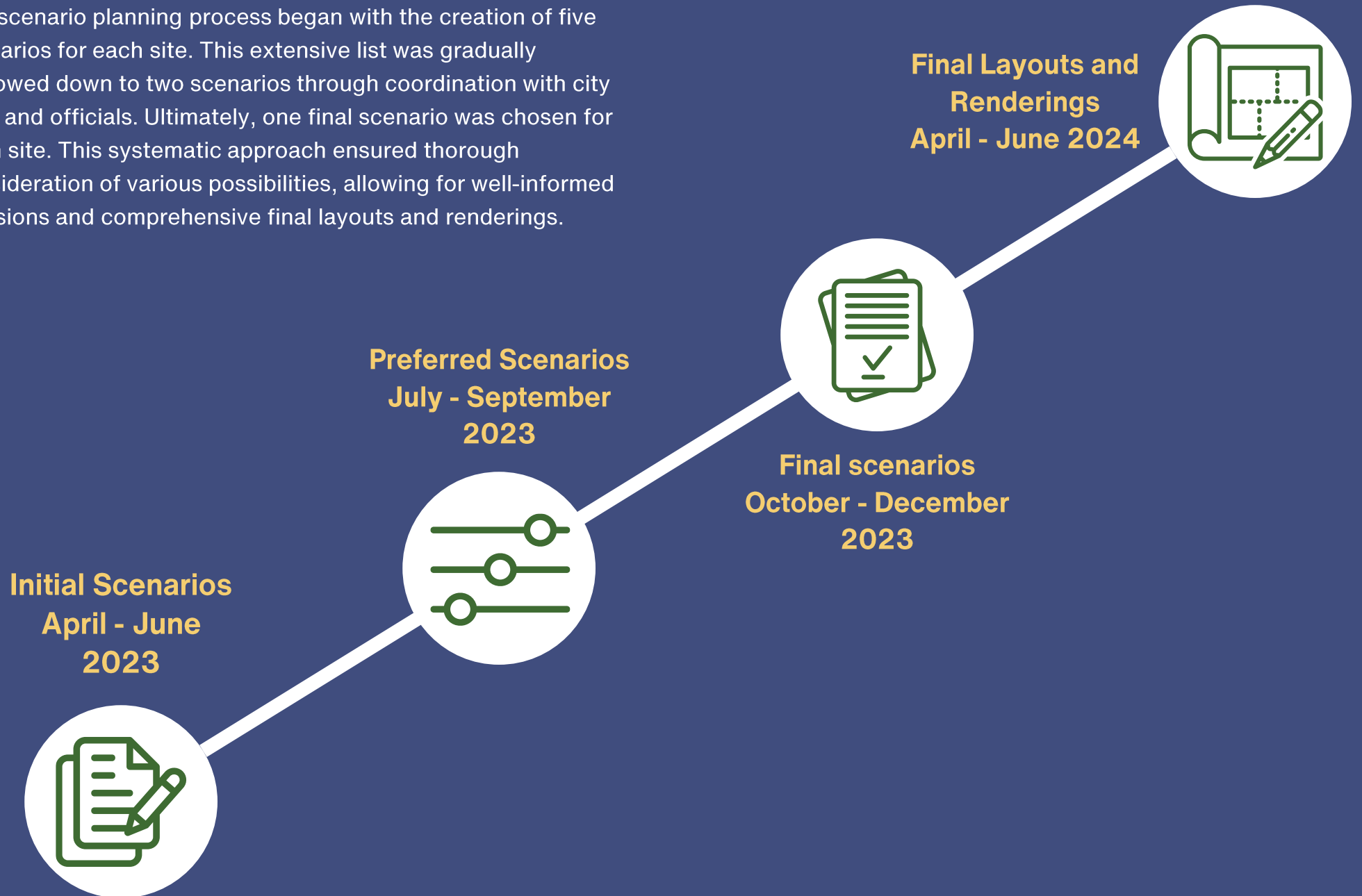
03



# Scenario Planning Process Explanation

The project involved a collaborative effort between city staff and a consultant team. The scenario planning process was divided into several phases. Initial scenarios were developed from April to June 2023. These were refined into preferred scenarios from July to September 2023, leading to final scenarios from October to December 2023. The process culminated in the creation of final layouts and renderings between April and June 2024.

The scenario planning process began with the creation of five scenarios for each site. This extensive list was gradually narrowed down to two scenarios through coordination with city staff and officials. Ultimately, one final scenario was chosen for each site. This systematic approach ensured thorough consideration of various possibilities, allowing for well-informed decisions and comprehensive final layouts and renderings.



# Preliminary Scenarios of the Main Street Small Area Plan

These initial scenarios were presented to the Council for review and consideration. Each scenario outlined potential pathways for the future distribution of land uses within the Small Area Plan boundaries, based on the community's preferences as illustrated in the General Plan's Land Use Map. The Council's review was a crucial step, ensuring that the proposed land use designations aligned with the broader goals and objectives of the Small Area Plan. Through this review process, the Council provided valuable feedback and insights, which were instrumental in shaping the next phases of planning.

Following the Council's review, the scenarios underwent further refinement in subsequent phases. This iterative process allowed for adjustments based on the council's feedback, additional data, and community input. The goal was to ensure that the final land use plan was both flexible and robust, capable of guiding future zoning decisions while remaining adaptable to changing needs and circumstances. This refinement process culminated in more detailed and nuanced scenarios, ready to support the implementation of zoning changes and the development of specific districts, such as the Main Street Overlay District and the Commercial Core Overlay District.

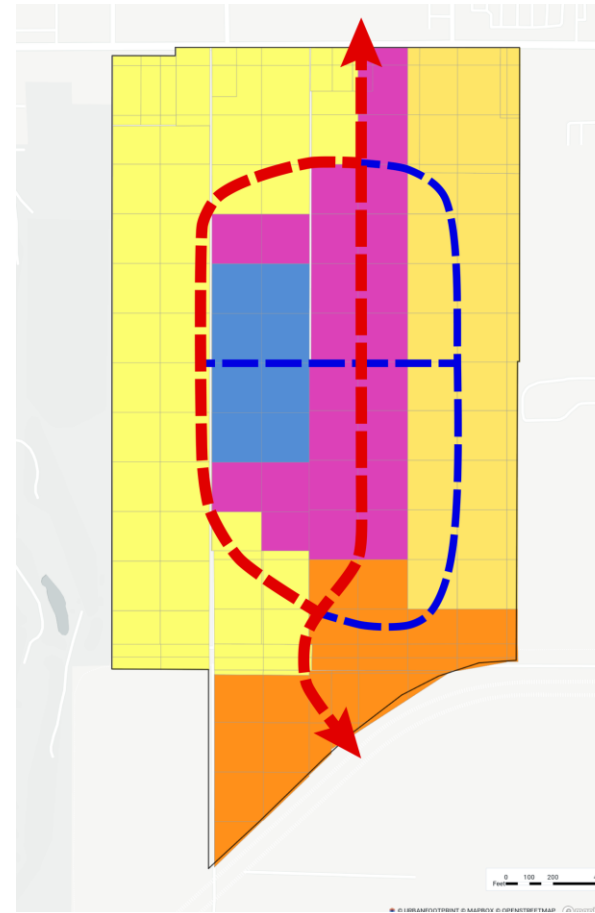
## Land Use

- Public park
- Mixed use commercial
- Single-family detached
- Single-family attached
- Multi-family
- Civic facilities

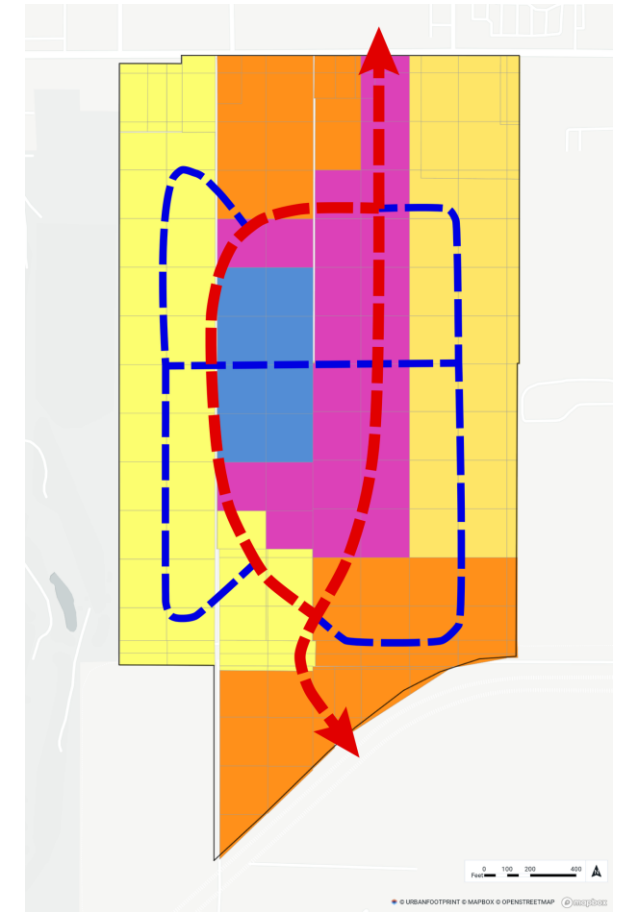
## Road Types

- Arterial Road
- Collector Road

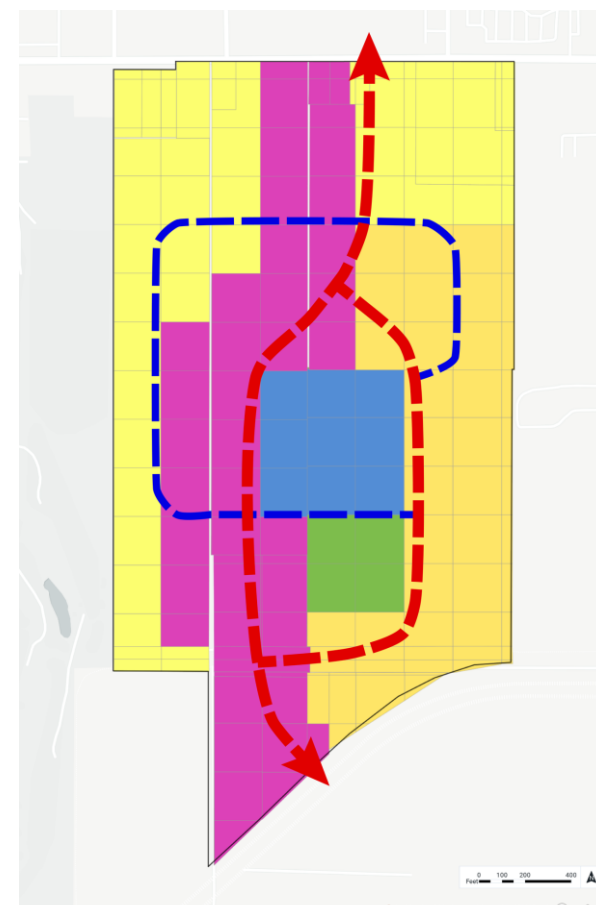
Housing Heavy



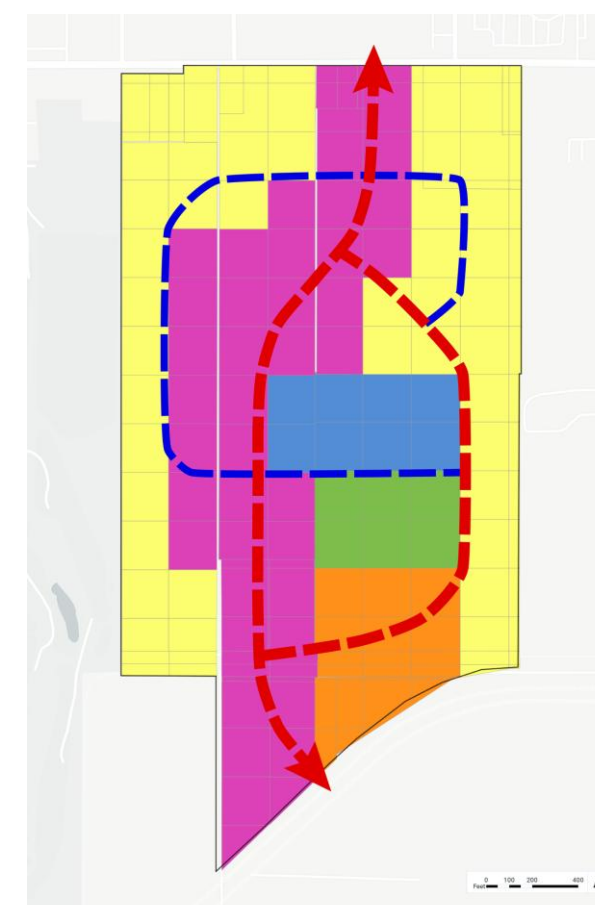
Multi & Single Family



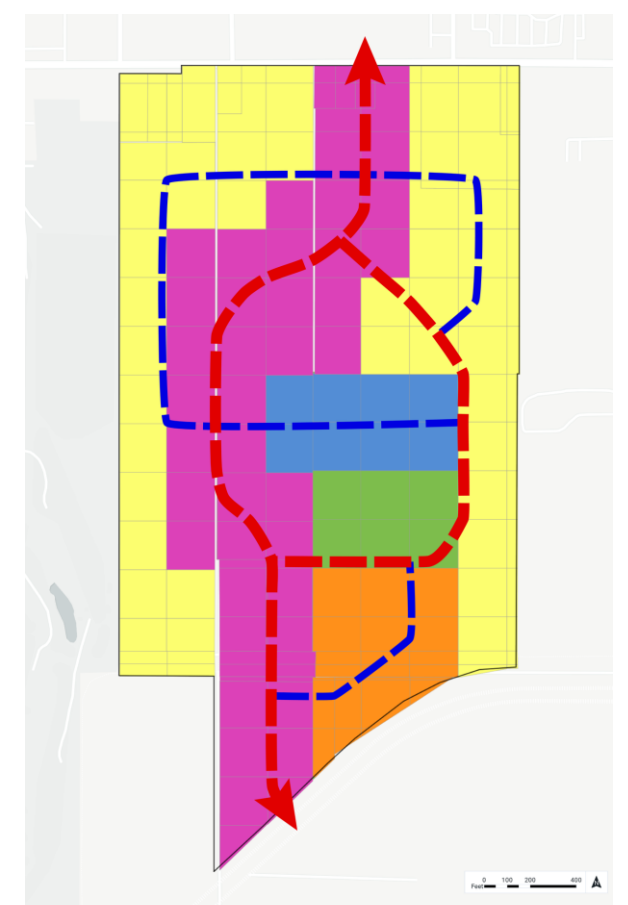
Commercial & Small Lot



Retail and Small Lot



Commercial and Mid-Lot



# Preliminary Scenarios of the Commercial Core Small Area Plan

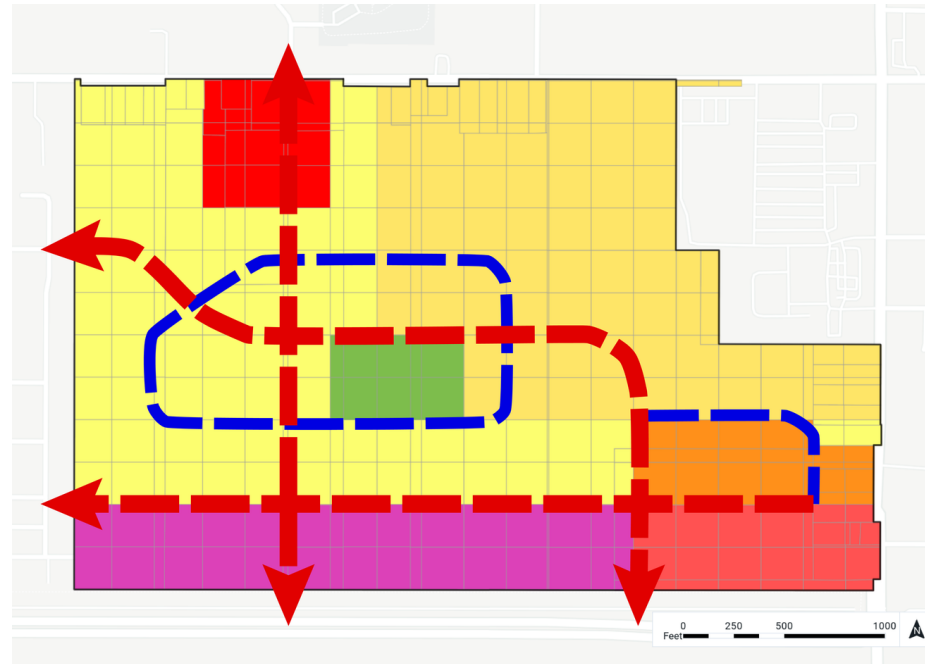
## Land Use

- Mixed use
- Single-family detached
- Single-family attached
- Multi-family
- Commercial
- Commercial centers
- Public park

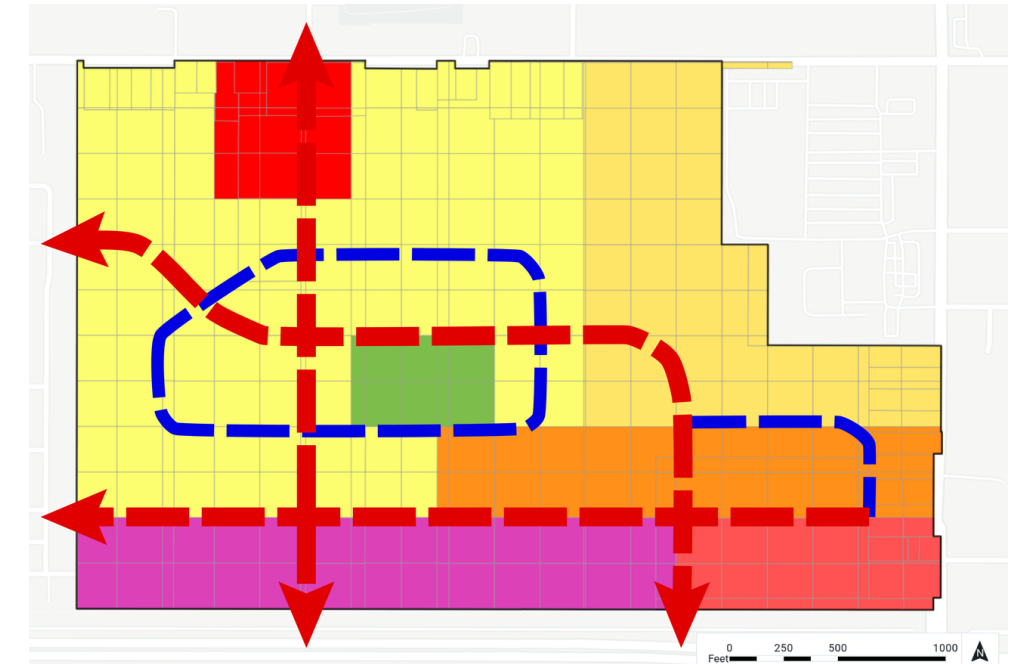
## Road Types

- Arterial Road
- Collector Road

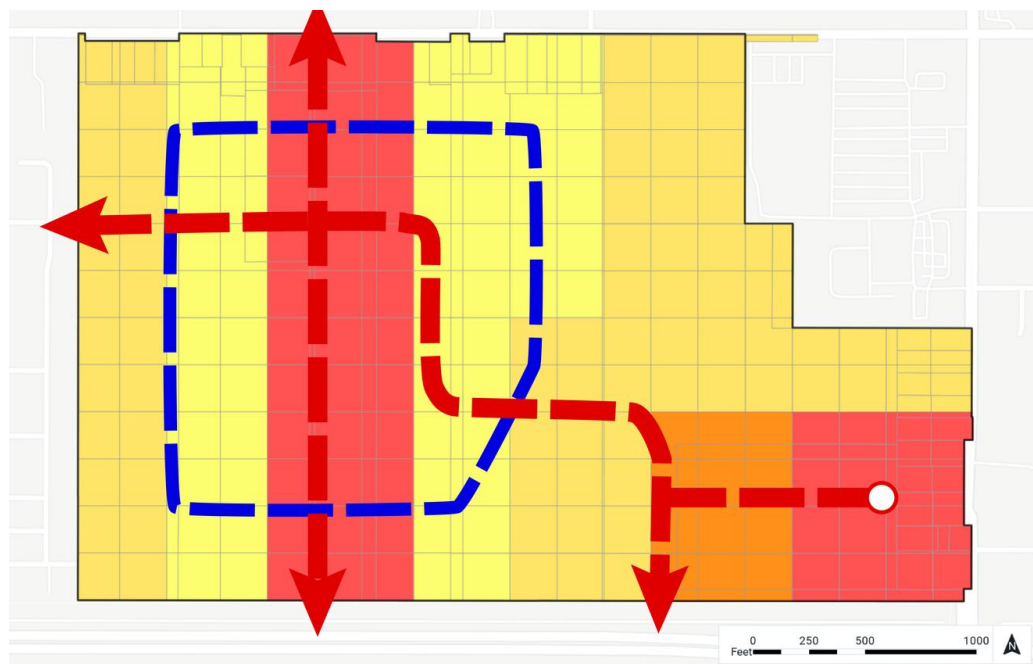
### Commercial and Mid-Lot



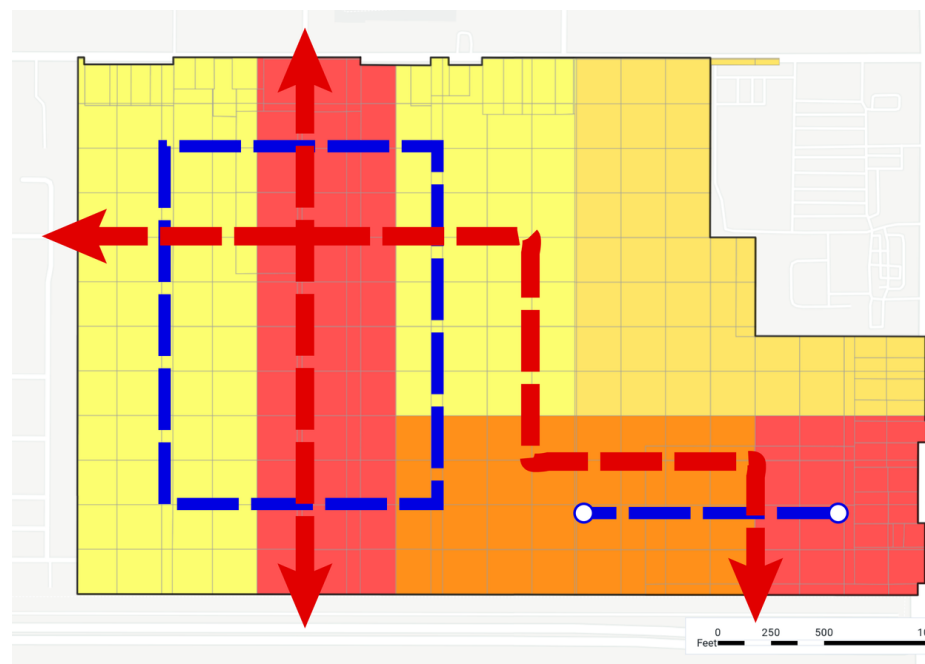
### Multi & Single Family



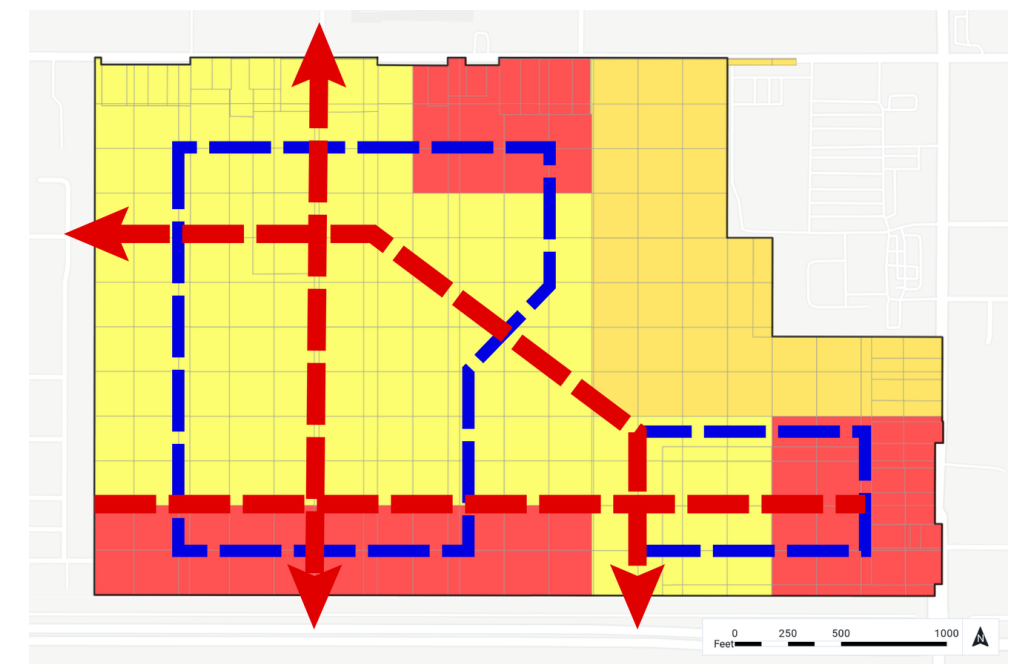
### Commercial & Small Lot



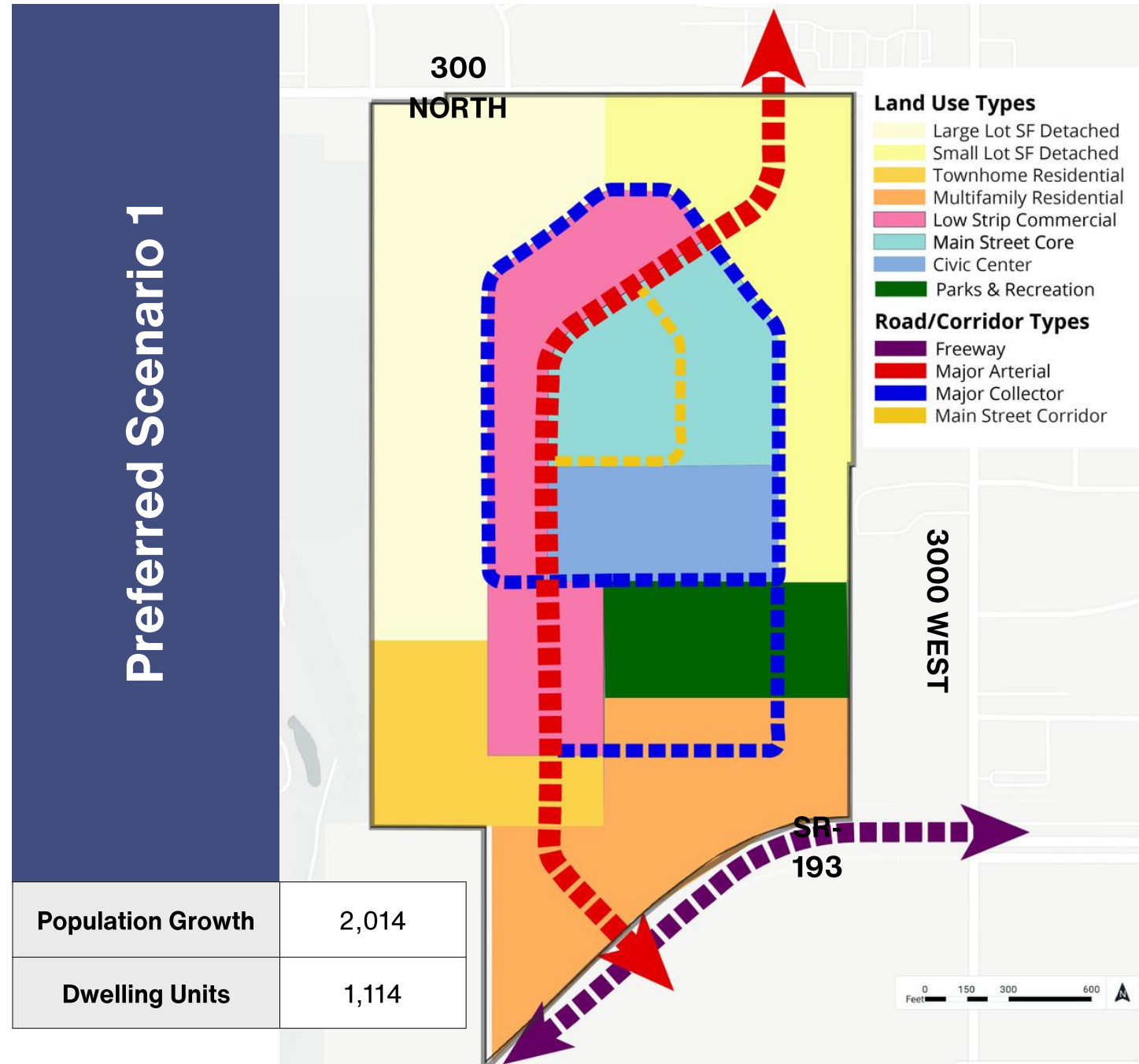
### Commercial & Multifamily



### Commercial and Large Lot

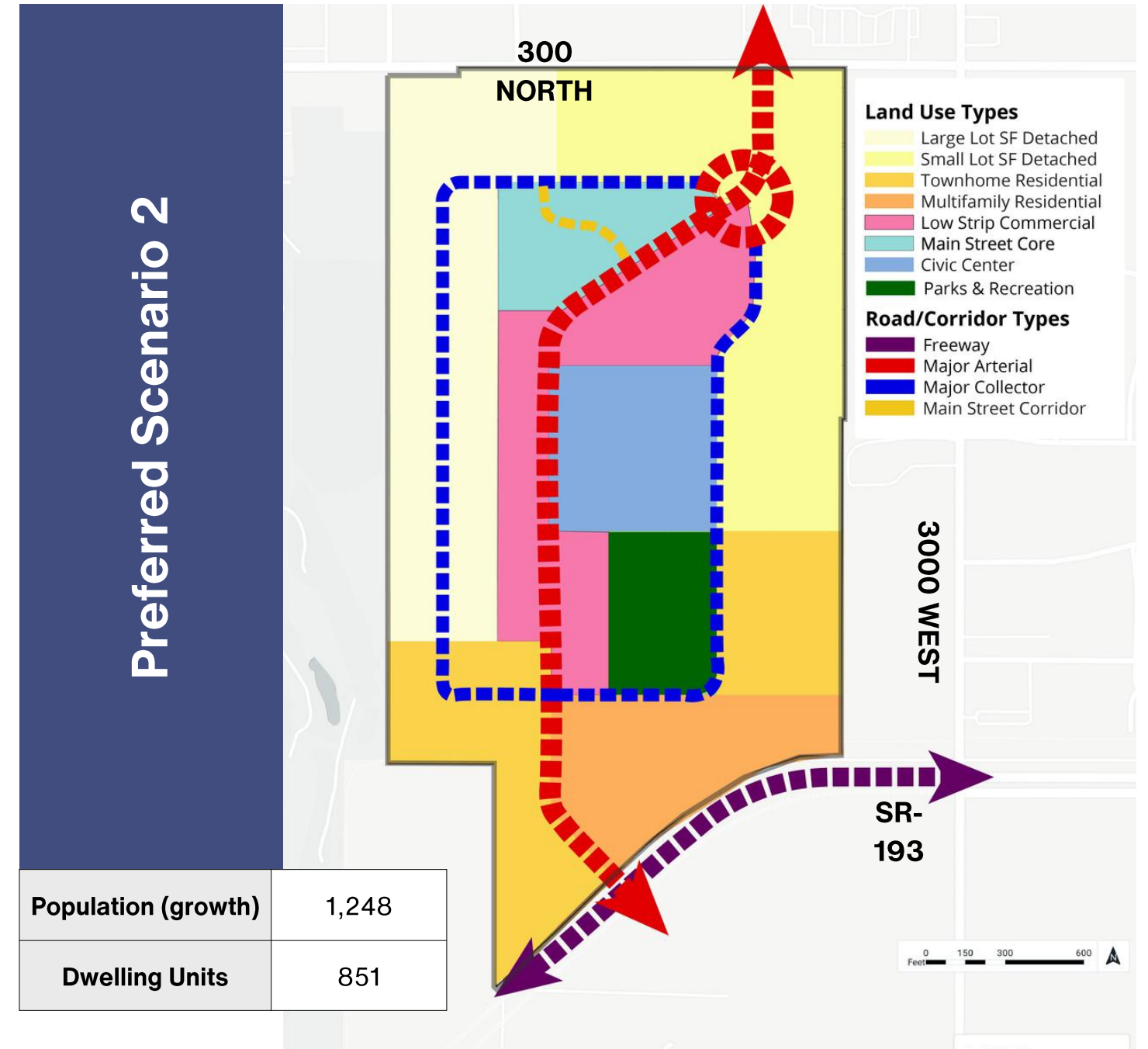


# Preferred Scenarios of the Main Street Small Area Plan



<b>Population Growth</b>	2,014
<b>Dwelling Units</b>	1,114

<b>Units by Type</b>	<ul style="list-style-type: none"> <li>• Single Family Large lot - 135</li> <li>• Single Family Small Lot - 229</li> <li>• Single Family Attached - 175</li> <li>• Multifamily - 575</li> </ul>
<b>Jobs Created</b>	1,926
<b>Jobs By Sector</b>	<ul style="list-style-type: none"> <li>• Retail - 1,382</li> <li>• Office - 482</li> <li>• Public - 61</li> </ul>



<b>Population (growth)</b>	1,248
<b>Dwelling Units</b>	851

<b>Units by Type</b>	<ul style="list-style-type: none"> <li>• Single Family Large lot - 93</li> <li>• Single Family Small Lot - 200</li> <li>• Single Family Attached - 198</li> <li>• Multifamily - 360</li> </ul>
<b>Jobs Created</b>	1,128
<b>Jobs By Sector</b>	<ul style="list-style-type: none"> <li>• Retail - 868</li> <li>• Office - 179</li> <li>• Public - 81</li> </ul>

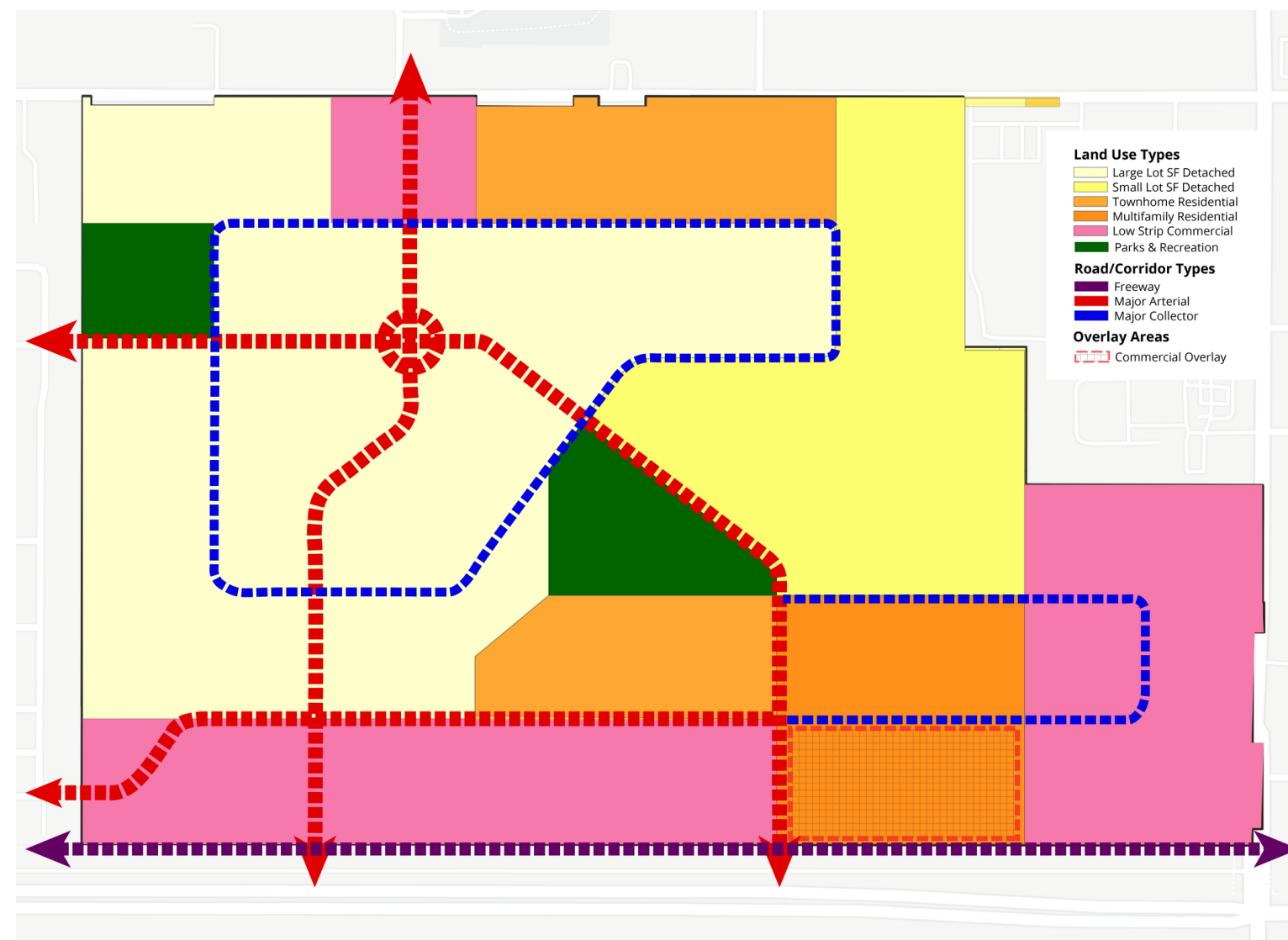
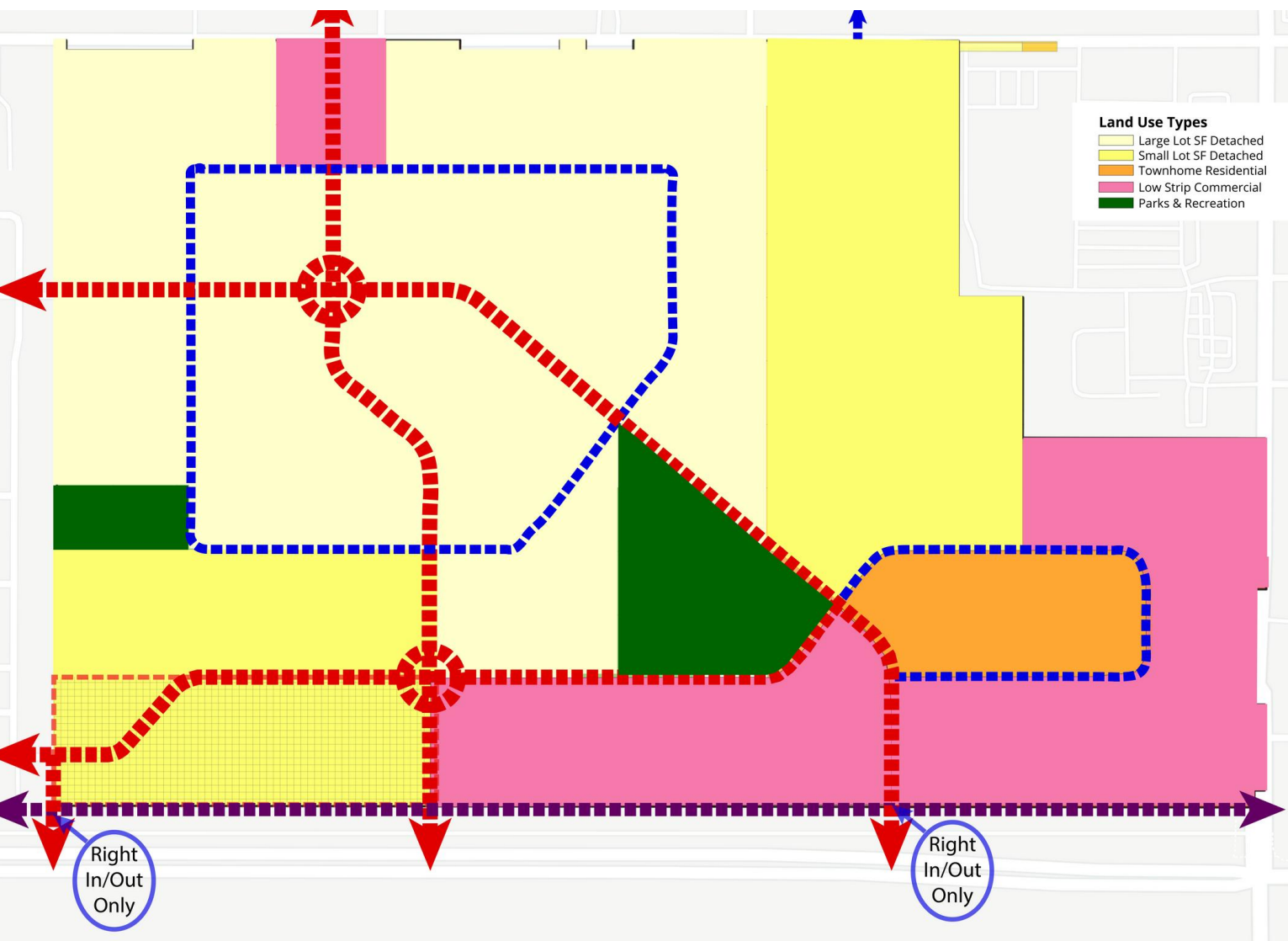
# Preferred Scenarios of the Commercial Core Small Area Plan

## Preferred Scenario 1

Population (growth)	2,220
Dwelling Units	1,105
Units by Type	<ul style="list-style-type: none"> <li>• Single Family Large Lot - 279</li> <li>• Single Family Small Lot - 445</li> <li>• Single Family Attached- 269</li> <li>• Multifamily - 112</li> </ul>
Jobs Created	1,248
Jobs By Sector	<ul style="list-style-type: none"> <li>• Retail - 948</li> <li>• Office - 300</li> </ul>

## Preferred Scenario 2

Population (growth)	2,626
Dwelling Units	1,307
Units by Type	<ul style="list-style-type: none"> <li>• Single Family Large Lot - 468</li> <li>• Single Family Small Lot - 327</li> <li>• Single Family Attached- 287</li> <li>• Multifamily - 225</li> </ul>
Jobs Created	1,612
Jobs By Sector	<ul style="list-style-type: none"> <li>• Retail - 1,361</li> <li>• Office - 251</li> </ul>

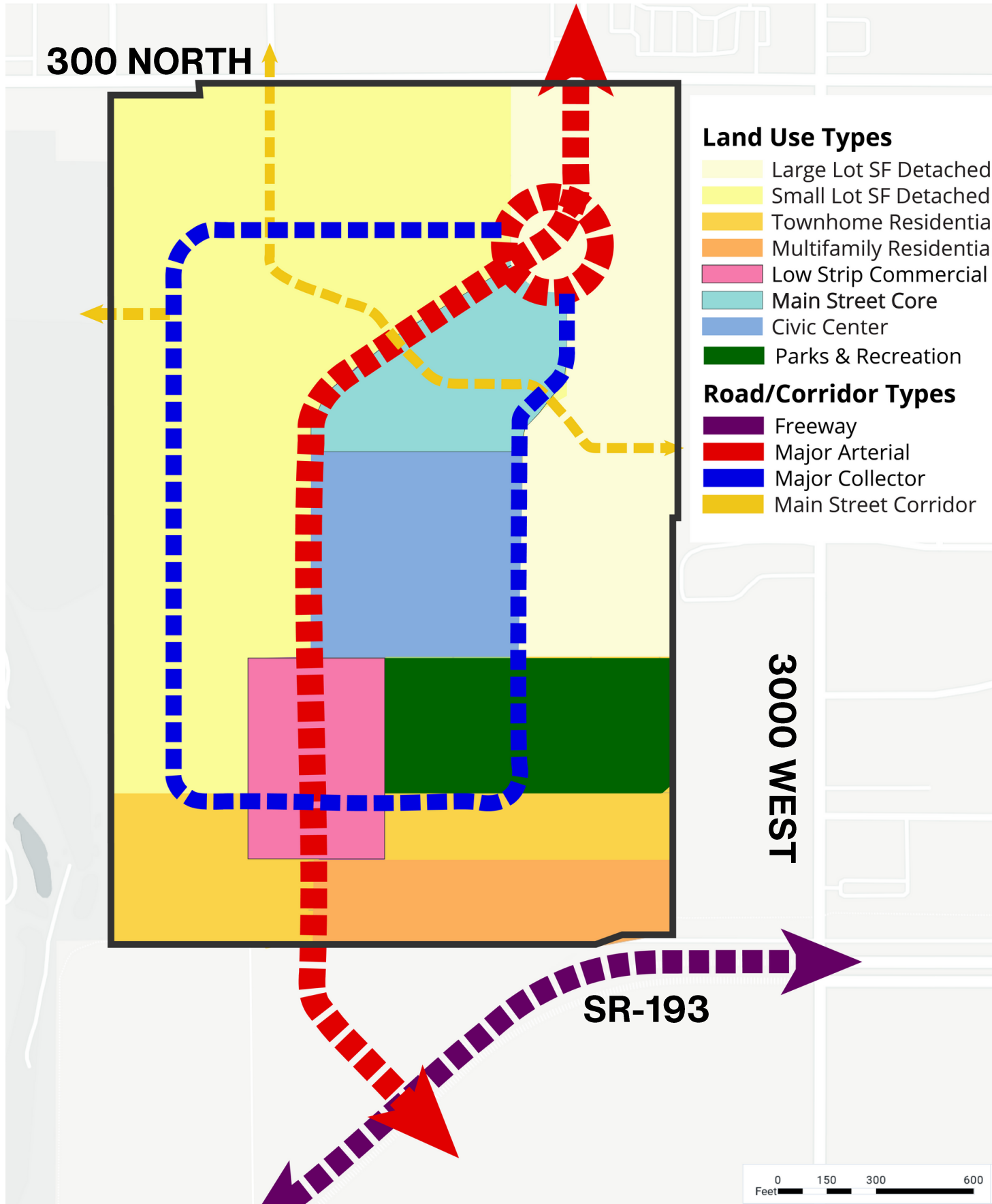




# FINAL SCENARIOS

04

# Final Scenario of the Main Street Small Area Plan

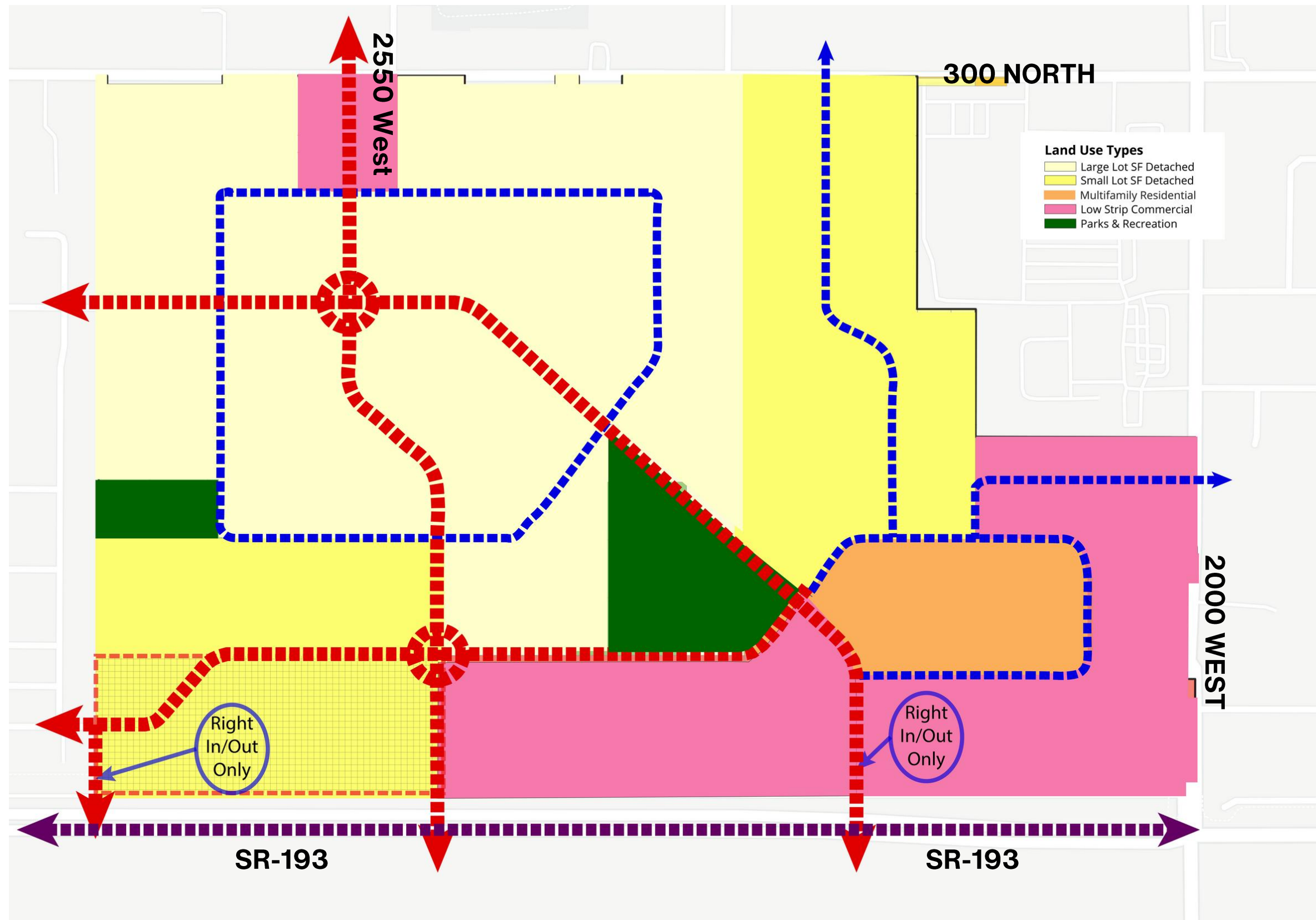


STATISTIC	AMOUNT
Population (growth)	836
Dwelling Units	570
Units by Type	<ul style="list-style-type: none"> <li>• Single Family Large lot - 108</li> <li>• Single Family Small Lot - 251</li> <li>• Single Family Attached - 71</li> <li>• Multifamily - 140</li> </ul>
Jobs Created	491
Jobs By Sector	<ul style="list-style-type: none"> <li>• Retail - 393</li> <li>• Office - 98</li> <li>• Public - Removed due to Carryover</li> </ul>

LAND USE TYPE	ACREAGE
Large Lot Single Family	35.18
Small Lot Single Family	22.14
Townhomes	11.09
Multifamily	6.42
Strip Commercial	5.93
Main Street Commercial	7.15
Civic	9.23
Parks & Rec	6.99

LAND USE TYPE	DENSITIES
Large Lot Single Family	Up to 3 per acre
Small Lot Single Family	Up to 6 per acre
Townhomes	Up to 12 per acre
Multifamily	Up to 22 per acre

# Final Scenario of the Commercial Core Small Area Plan



STATISTIC	AMOUNT
Population (growth)	1,912
Dwelling Units	674
Units by Type	<ul style="list-style-type: none"> <li>• Single Family Large lot - 258</li> <li>• Single Family Small Lot - 314</li> <li>• Multifamily- 169</li> </ul>
Jobs Created	1,359
Jobs By Sector	<ul style="list-style-type: none"> <li>• Retail - 1,163</li> <li>• Office - 196</li> </ul>

LAND USE TYPE	ACREAGE
Large Lot Single Family	86.00
Small Lot Single Family	52.32
Multifamily	8.46
Strip Commercial	42.52
Parks & Rec	10.37

LAND USE TYPE	DENSITIES
Large Lot Single Family	Up to 3 per acre
Small Lot Single Family	Up to 6 per acre
Apartments	Up to 20 per acre








# BUILDING TYPOLOGY EXPLANATIONS

05

## Small Lot SF Detached

Small lot single family homes have a large capacity for variety in look, feel, and overall character elements. The properties are often personalized to meet the residents needs or desires. Public spaces are limited in this land-use type, primarily served by neighborhood scale parks. Structures in this land-use district are often setback on all sides, with individual properties are often defined with fences or similar boundary markers.

This typology can also include senior housing.

-  **Standard Height**  
15' to 25'
-  **Building Massing**  
1,000 to 3,000 sq ft
-  **Parking**  
2 per unit
-  **Amenities**  
Private
-  **Anticipated Jobs**  
11 Per Acre






Density Per Acre (Low)	4 units
Density Per Acre (High)	6 units
Density Per Acre (Avg)	5 units



## Large Lot SF Detached

Large lot detached single family homes have a large capacity for variety in look, feel, and overall character elements. The properties are often personalized to meet the residents needs or desires. Public spaces are limited in this land-use type, primarily served by neighborhood scale parks. Structures in this land-use district are often setback on all sides, with individual properties are often defined with fences or similar boundary markers.

These properties include a range of densities, including:

-  **Standard Height**  
15' to 35'
-  **Building Massing**  
2,000 to 4,000 sq ft
-  **Parking**  
3 per unit
-  **Amenities**  
Private
-  **Anticipated Jobs**  
6 Per Acre






Density Per Acre (Low)	2 units
Density Per Acre (High)	4 units
Density Per Acre (Avg)	3 units



## Townhome Residential

Buildings in this characteristics include a mixture of architectural styles yet they are often 2-3 stories tall with a larger first floor. Above 30 foot in height these buildings often have a setback for higher floors. Entrances from right-of-way alignment and rear entrances are common, yet not required. Buildings are often made up of a mixture of glass, brick, and steel; offering an attractive and inviting environment.

These properties include a range of densities, including:

-  **Standard Height**  
20' to 30'
-  **Building Massing**  
50k - 150k sq ft
-  **Parking**  
2 per unit
-  **Amenities**  
Private
-  **Anticipated Jobs**  
17 Per Acre

Density Per Acre (Low)	8 units
Density Per Acre (High)	14 units
Density Per Acre (Avg)	10 units



## Multi-Family Residential

Multi-family residential is a style of housing that offers buildings (up to 4 stores tall) with horizontal apartments or condos. These buildings often have an average height of 40 feet and have exterior entrances for the rental or owned units. Multi-family residences offer convenient living for young professionals, single individuals, and 'empty nesters.' Orientation ranges from suburban to the most urban environments, the latter offering an opportunity to reduce vehicle dependency.






-  **Standard Height**  
30' to 40'
-  **Building Massing**  
50k - 150k sq ft
-  **Parking**  
1.5 per unit
-  **Amenities**  
Public & Private
-  **Anticipated Jobs**  
42 Per Acre

Density Per Acre (Low)	18 units
Density Per Acre (High)	22 units
Density Per Acre (Avg)	20 units



## Low Strip Commercial

Strip commercial buildings are smaller in scale and massing, yet still provide a physical presence and ample room for signage. Several tenants are within each structure, ranging in the square footage for each. The facilities are often monolithic in style with accentuated front entries, drawing attention to the various tenants within the structure. Ample parking in close proximity is a common characteristic of these structures, decreasing the floor area ratio of the site development.



-  **Standard Height**  
15' to 25'
-  **Building Massing**  
1,000 to 3,000 sq ft
-  **Parking**  
2 per unit
-  **Amenities**  
Private
-  **Anticipated Jobs**  
11 Per Acre

Density Per Acre (Low)	17,500 sq ft
Density Per Acre (High)	30,000 sq ft
Density Per Acre (Avg)	23,750 sq ft

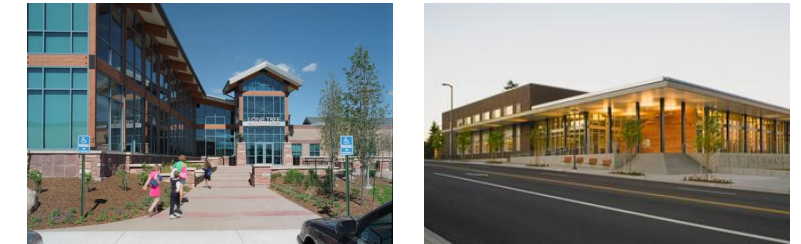


## Civic Center

Buildings in this land-use district have a large opportunity for variety in look, feel, and overall character elements. The properties are often personalized to meet the residents needs or desires. Hospitals' design is driven by the needs and desires of the hospital organization, typically privately led. Civic building design is a prime opportunity to highlight the community's identity. These buildings are typically centrally located on arterial roads, easily accessible by multiple modes of transportation.






-  **Standard Height**  
25' to 55'
-  **Building Massing**  
25k to 100k sq ft
-  **Parking**  
1 / 500 sq ft
-  **Amenities**  
Private
-  **Anticipated Jobs**  
Civic - 17

Density Per Acre (Low)	17,500 sq ft
Density Per Acre (High)	25,000 sq ft
Density Per Acre (Avg)	21,250 sq ft



## Big Box Commercial

Big box commercial buildings have large are large in footprint, providing a physical presence and ample room for signage. Typically, only one or a few major tenants can be found in this type of development, flanked by smaller tenants. The facilities are often monolithic in style with accentuated front entries, drawing attention to the entrance/exit point of the structure. Ample parking in close proximity is a common characteristic of these structures, decreasing the floor area ratio of the site development.

-  **Standard Height**  
25' to 35'
-  **Building Massing**  
50k - 150k sq ft
-  **Parking**  
1 / 500 sq ft
-  **Amenities**  
Public
-  **Anticipated Jobs**  
22 Per Acre

Density Per Acre (Low)	13,000 sq ft
Density Per Acre (High)	22,000 sq ft
Density Per Acre (Avg)	17,500 sq ft



## Main Street Core

Village-scale mixed use development provides a natural or organic layout, favoring unique nooks and crannies throughout the area. This mixed use typology is typically capped at 50 feet in height and offers a strong difference in building or façade types. This style of land use also includes a small number of residential units, primarily on upper floors.

-  **Standard Height**  
30' to 40'
-  **Building Massing**  
50k - 150k sq ft
-  **Parking**  
1.5 per unit
-  **Amenities**  
Public & Private
-  **Anticipated Jobs**  
42 Per Acre

Density Per Acre (Low)	15,000 sq ft
Density Per Acre (High)	18,000 sq ft
Density Per Acre (Avg)	16,500 sq ft

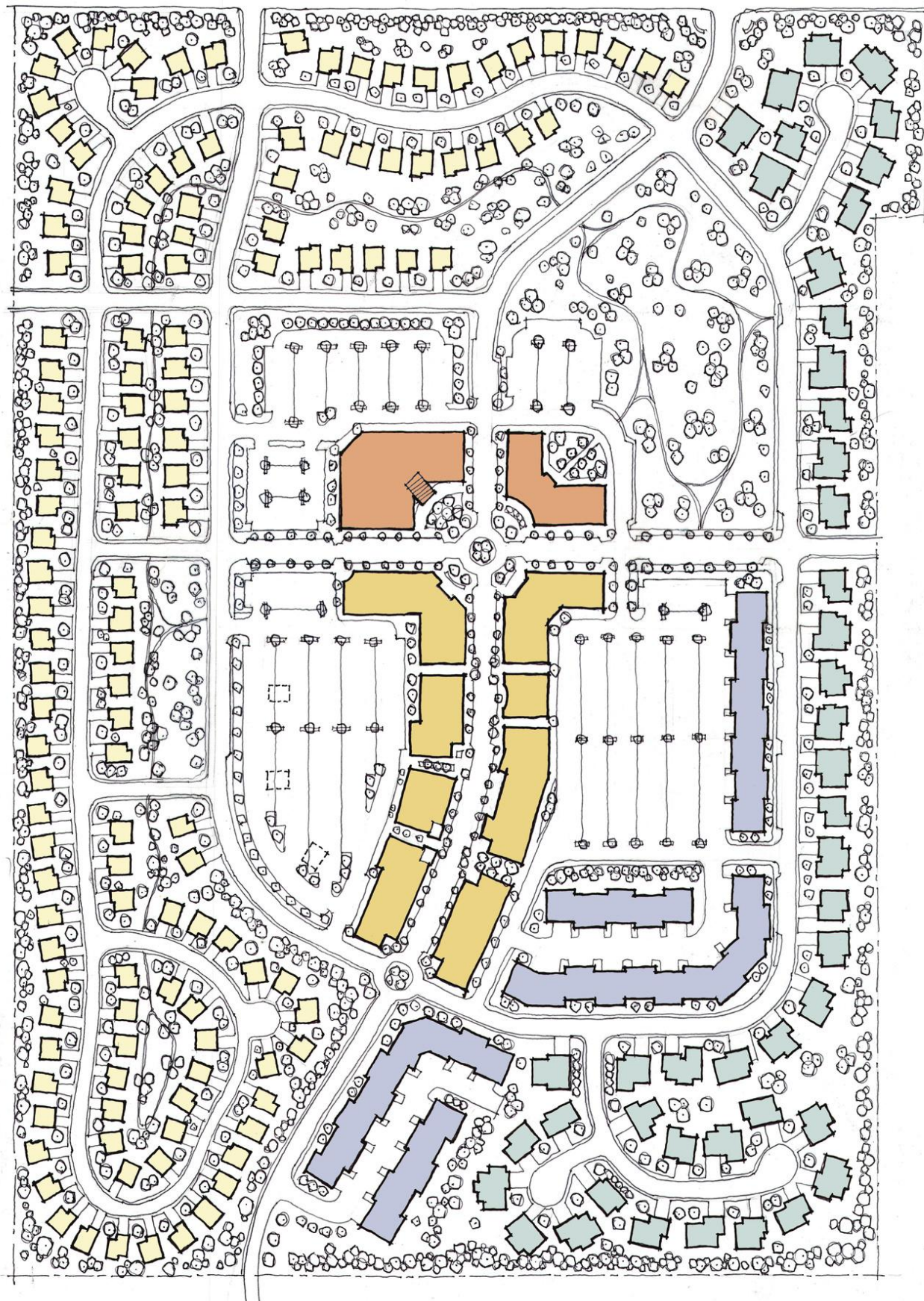




# CONCEPTUAL LAYOUT

06

# Final Renderings of the Main Street Small Area Plan



**Left** - Aerial view of the Main Street Small Area. The Main Street Small Area proposes a core civic and commercial area surrounded by residential housing from various typologies. The west side of the area consists of small lot residential, while the east side is made up of large residential, and townhomes. The Main Street small area features a large park to serve the library and municipal core.

- Civic
- Commercial
- Large Residential
- Small Residential
- Townhouses

Summary Table	
<b>Number of Units</b>	303
<b>Small Lot Detached</b>	136
<b>Large Lot Detached</b>	47
<b>Townhomes</b>	120
<b>Commercial Space</b>	111,250
<b>Retail</b>	70,750
<b>Civic</b>	21,000
<b>Office</b>	19,500
<b>Park Size (Acres)</b>	7.22 Acres



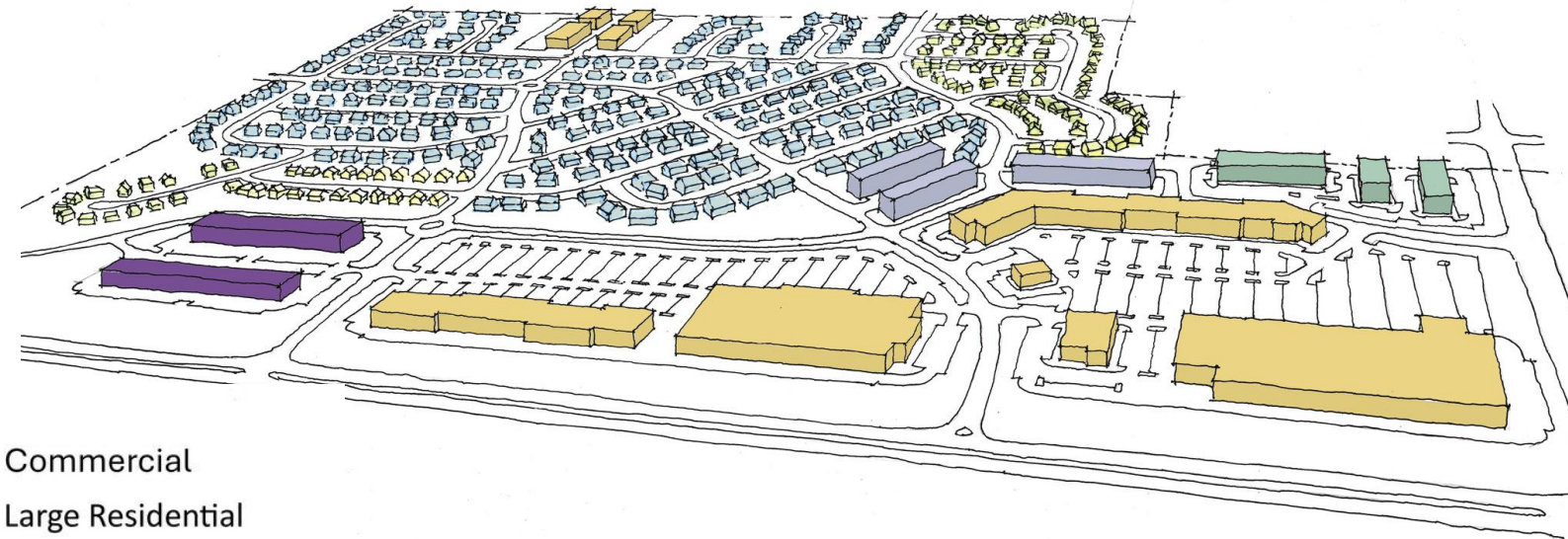
**Left** - Artistic rendering looking northeast from the southern end of the Main Street Area. This commercial and civic use area is designed to serve as the core of the city, allowing for easy access from other parts of the city and highlighting a welcoming pedestrian area.

# Final Renderings of the Main Street Small Area Plan

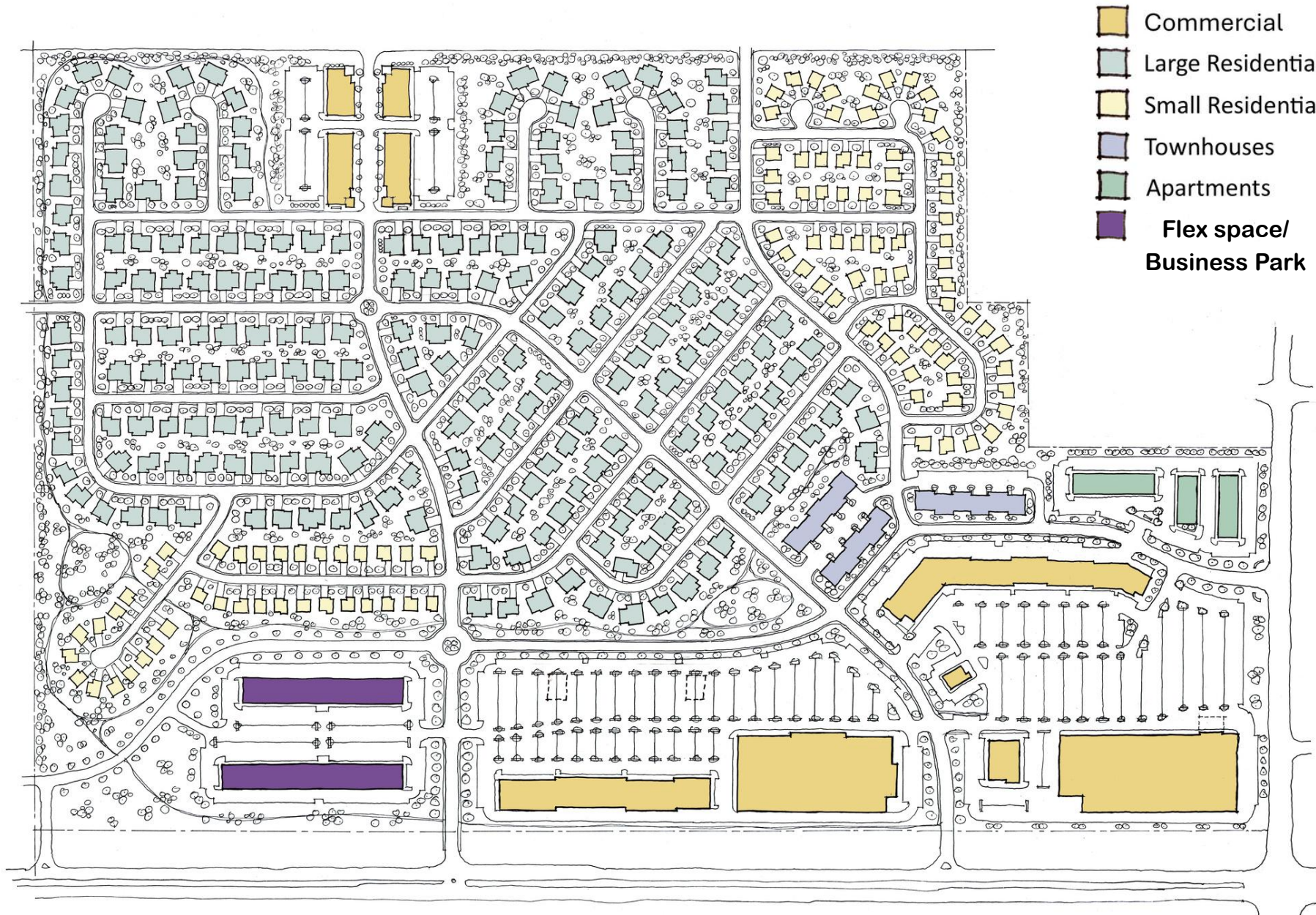


# Final Renderings of the Commercial Core Small Area Plan

**Below-** Ariel view of the Commercial Core Small Area. The small area implements commercial centers along the southern end of the small area, with a commercial node on the northern edge as well. The remainder of the small area is dedicated to residential housing. Residential typologies consist mainly of large Residential, with small residential, townhomes, and apartments present in smaller quantities. A large park is located at the southwest corner of the area. This park is connected to by trail network to the rest of the small area and the rest of the city beyond.



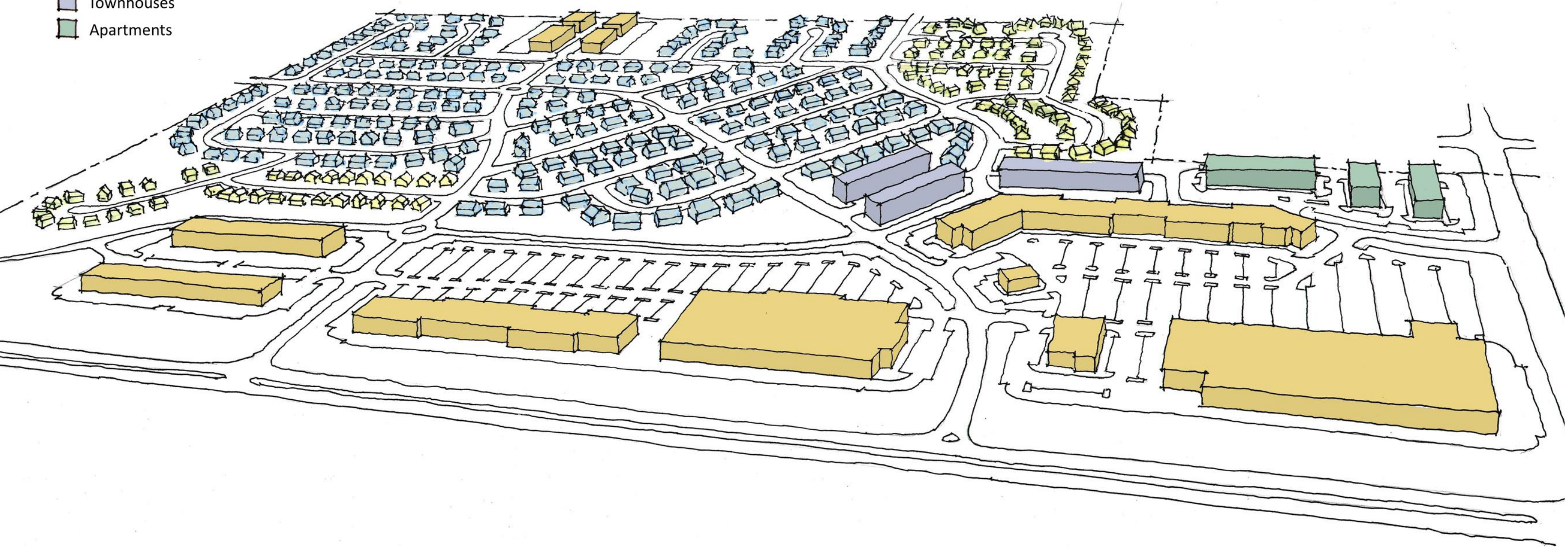
**Above -** Viewing the Commercial Core Small Area from the southeast corner, looking northwest. The southern end of this small area focuses on providing the city with more commercial space along State Route 193. Residential typologies differ through the small area with higher densities of housing present in the southeastern portion of the small area.



<b>Number of Units</b>	581
Small Lot Detached	109
Large Lot Detached	232
Townhomes	71
Multi-Family	169
<b>Commercial Space (Sq Ft)</b>	328,100
Retail	277,100 Sq Ft
Industrial/Flex Space	51,000 Sq Ft
<b>Park Size (Acres)</b>	10.05 acres

# Final Renderings of the Commercial Core Small Area Plan

- Commercial
- Large Residential
- Small Residential
- Townhouses
- Apartments





# Commercial Core & Main Street Small Area Plans

# CITY COUNCIL STAFF REPORT

**Subject:** Interlocal Agreements – 700 S  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** June 3, 2025



## **Background**

The 700 South Road reconstruction and widening project is currently under construction. This is a joint project between Syracuse and West Point and is being funded by a grant from Davis County. The grant requires a 20% match, which will be split in half between the two cities. An interlocal agreement is required to formally allow the cities to participate and share the costs.

In addition, a portion of the project will be paid for by Davis County. The existing ditch on the north side of the road will be piped and buried to make room for the wider road. That ditch is owned and maintained by Davis County and they have agreed to pay for a portion of it, while the majority of the cost will be covered by the grant. A separate agreement has been prepared that will state the amount that Davis County will pay.

## **Analysis**

The two agreements are attached to this report and are summarized as follows:

### Interlocal agreement with Syracuse City

- West Point agrees to manage the design and construction of the project
- West Point agrees to pay for the project and seek reimbursement from the grant.
- West Point agrees to pay 10% match.
- Syracuse agrees to pay 10% match.

### Interlocal agreement with Davis County

- West Point agrees to manage the design and construction of the storm drain pipe project.
- West Point agrees to pay for the construction and seek reimbursement from Davis County for a portion of the costs.
- Davis County agrees to pay \$164,000

## **Recommendation**

Staff recommends approval of each agreement by resolution.

## **Significant Impacts**

None

**Attachments**

Resolutions

Agreements

**RESOLUTION NO. 06-03-2025B**

**A RESOLUTION APPROVING AN  
INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY AND  
WEST POINT CITY FOR THE 700 S ROAD PROJECT**

**WHEREAS**, West Point City and Syracuse City jointly received a grant from Davis County for the reconstruction and widening of 700 S between 3500 W and 4000 W; and

**WHEREAS**, the grant requires a matching payment of 20%; and

**WHEREAS**, each city is required to pay one-half of the match; and

**WHEREAS**, West Point City is taking the lead role in the management and payment of the project; and

**WHEREAS**, an inter-local agreement has been written that allows Syracuse City to pay West Point City for their share of the matching funds; 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 agreement.

**PASSED AND ADOPTED** this 3<sup>rd</sup> Day of June, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

# INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between SYRACUSE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as “Syracuse”, and WEST POINT CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as “West Point”.

## RECITALS

1. West Point and Syracuse are a municipal corporations of the State of Utah and, as such, are responsible for, among other things, planning and maintaining streets for residents and inhabitants of West Point and Syracuse.
2. West Point and Syracuse were the recipients of a grant from Davis County for the road reconstruction and widening of 700 S from 3500 W to 4000 W, which is the boundary of the two cities.
3. The grant will be used for the road widening from 3500 W to 4000 W and for a round-about and intersection improvements at 4000 W.
4. The grant requires a match of 20% for the funding that must be paid by the two cities.
5. West Point has taken the lead role in designing, bidding, and managing the construction of the 700 S road Project.

## NOW, THEREFORE,

in consideration of the mutual promises, covenants and conditions hereinafter set forth, Clinton and West Point agree as follows:

1. Recitals. The recitals of this Agreement are considered part of the Agreement.
2. Agreement. This Agreement is made pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann § 11-13-1 et seq. The Agreement shall become effective upon adoption by resolution passed by the governing bodies of the parties pursuant to Utah Code Ann. § 11-13-5.
3. Duration of Agreement. To the extent allowable under applicable law, the parties intend that this Agreement be perpetual unless terminated by the mutual written consent of the parties. In the event that applicable law does not allow this agreement to be perpetual, then the term of this Agreement shall be 50 years from its effective date.
4. No Separate Entity. This Agreement shall not create any separate legal or administrative entity or body and there shall be no joint ownership of property. Rather, this Agreement is intended to define the responsibilities of the cities with regard to the funding of the 700 South Reconstruction Project. Each party shall be responsible to maintain, operate, and inspect its own operations and activities within their respective city boundaries.
5. Cost Sharing. The funding for the project is from Davis County through the third quarter transportation funding program. The grant requires a 20% match on all funds expended on the project. Expenditures will include road widening from 3500 W to 4000 W and a round-about and intersection improvements at 4000 W. As the project is split in half on the boundary of the two cities, each city agrees to pay one-half of the 20% match.
6. Collection and payment of funds. West Point is responsible to design, bid, and manage the project. West Point is also responsible to pay the contractor and seek reimbursement from the County through the grant program. Syracuse agrees to pay West Point one-half of the 20% match upon request from West Point. Based upon the grant agreement, the 20% match will be \$605,652.50, however, the parties agree to pay one-half of the 20% match based upon actual costs determined at the end of the project.

7. Waiver and Modification. No failure on the part of either party at any time to require the performance of the other of any term of this Agreement shall in any way affect such party's right to enforce its terms, nor shall any waiver by any part of any term hereof be taken or held to be a waiver of any other term or of any breach hereof. This Agreement may not be modified or amended except by written Agreement executed by both parties.

IN WITNESS WHEREOF,

the parties have signed this Interlocal Cooperation Agreement effective the day and year first above written, pursuant to authority granted by resolution duly passed and adopted by Clinton and West Point, respectively.

Approved and adopted by the Clinton City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SYRACUSE CITY  
A MUNICIPAL CORPORATION

\_\_\_\_\_, MAYOR

ATTEST:

\_\_\_\_\_, RECORDER

\_\_\_\_\_  
SYRACUSE CITY ATTORNEY

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

State of Utah }  
                  } §  
County of Davis }

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, Mayor of Syracuse City and \_\_\_\_\_, Syracuse City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Syracuse City by authority of the Syracuse City Council and acknowledged to me that the Syracuse City Council executed the same.

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

COMMISSION EXPIRES \_\_\_\_\_



Approved and adopted by the Syracuse City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WEST POINT CITY  
A MUNICIPAL CORPORATION

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Brian Vincent, MAYOR

ATTEST:

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Casey Arnold, RECORDER

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FELSHAW KING  
WEST POINT CITY ATTORNEY

ACKNOWLEDGEMENT OF WEST POINT CITY OFFICIALS

State of Utah }  
                  } §  
County of Davis }

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Brian Vincent, Mayor of West Point City and Casey Arnold, West Point City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of West Point City by authority of the West Point City Council and acknowledged to me that the West Point City Council executed the same.

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

COMMISSION EXPIRES \_\_\_\_\_

**RESOLUTION NO. 06-03-2025C**

**A RESOLUTION APPROVING AN  
INTER-LOCAL AGREEMENT BETWEEN DAVIS COUNTY AND  
WEST POINT CITY FOR THE 700 S ROAD PROJECT**

**WHEREAS**, West Point City is in the process of piping the ditch and widening 700 S between 3500 W and 4000 W; and

**WHEREAS**, the ditch running on the north side of the road is owned by Davis County and is part of their flood control system; and

**WHEREAS**, the County has issued a permit to West Point City to install a pipe in the ditch; and

**WHEREAS**, the County has agreed to pay for a portion of the pipe that is being installed; and

**WHEREAS**, an inter-local agreement has been written that allows the County to pay for a portion of the pipe; 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 agreement.

**PASSED AND ADOPTED** this 3<sup>rd</sup> Day of June, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and West Point City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;

WHEREAS, the City is reconstructing and widening 700 S street between 3500 W and 4000 W and the project includes piping an existing ditch on the north side of the street; and

WHEREAS, the ditch is in the jurisdiction of Davis County and maintained by the County Public Works Department: and

WHEREAS, the Davis County Public Works Department ("Public Works") has agreed to participate in the funding of said pipe.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City's Obligations. The City agrees to provide and perform the following:
  - 1.1. Design, solicit bids for construction of, and manage the construction of, a storm drain pipe consistent with Exhibit A.
  - 1.2. Pay all invoices for the construction of said storm drain pipe.
  - 1.3. Request reimbursement from the County for a portion of the construction costs, up to \$164,000.
  - 1.4. Upon written acceptancy by the County, transfer the storm drain pipe to the County together with an assignment of all warranties of construction provided to the City by its contractors.
2. The County's Obligations.
  - 2.1. The County shall reimburse the City up to \$164,000 for the construction costs of the storm drain pipe within thirty (30) days after receipt of an invoice from the City.
  - 2.2. The County authorizes and permits the City to design and construct the storm drain pipe.
  - 2.3. Accept storm drain pipe after completion of construction and inspection by Public Works.
  - 2.4. After written acceptance by the County, the County shall receive, own, and maintain the storm drain pipe.
3. 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").
4. 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 or upon acceptance of the storm drain pipe by the County pursuant to section 2.4, whichever occurs first.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 5.1. The mutual written agreement of the Parties;
  - 5.2. By either Party:
    - 5.2.1. After any material breach of this Agreement; and
    - 5.2.2. Fifteen 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 fifteen calendar days, if the nature of the cure is such that it reasonably requires more than fifteen calendar days to cure the breach, and the breaching Party commences the cure within the fifteen calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 5.2.3. 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;
  - 5.3. By County, with or without cause, six months after the County mails a written notice to terminate this Agreement to the City pursuant to the notice provisions of this Agreement.
6. 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> West Point City Attn: City Manager 3200 West 300 North West Point, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Board of Davis County Commissioners P.O. Box 618 Farmington, UT 84025  <u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement and unless otherwise agreed to in a separate and legally binding agreement between the Parties, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
8. Indemnification. 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's 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's 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") to the extent they arise from or may relate in any way to the City's breach of this Agreement and/or other fault attributable to the City or the City's Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

9. 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 Utah Governmental Immunity Act.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form 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, and a duly executed original counterpart of 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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 principles. 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.

19. 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.
20. 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.
21. 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.
22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. 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.
24. 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.
25. 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.

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

<p>WEST POINT CITY</p> <hr/> <p>Brian Vincent, Mayor</p> <p>Dated:</p> <hr/> <p>ATTEST:</p> <hr/> <p>Casey Arnold, West Point City Recorder</p> <p>Dated:</p> <hr/>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>West Point City Attorney</p> <p>Dated:</p> <hr/>
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<p>DAVIS COUNTY</p> <hr/> <p>Lorene Miner Kamalu, Chair Board of Davis County Commissioners</p> <p>Dated:</p> <hr/> <p>ATTEST:</p> <hr/> <p>Brian McKensie, Davis County Clerk</p> <p>Dated:</p> <hr/>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Davis County Attorney's Office</p> <p>Dated:</p> <hr/>
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