



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
AUGUST 19, 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/85791987872> » Telephone: 1(669) 900-6833 – Meeting ID: 857 9198 7872

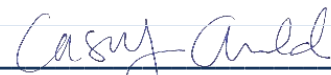
ADMINISTRATIVE SESSION – 6:00 PM

1. Quarterly Financial Report – Mr. Ryan Harvey [pg. 4](#)
2. Discussion Regarding the Joint Use Agreement for the Horizon Jr. High Recreation Facilities – Mr. Kyle Laws [pg. 38](#)
3. Discussion Regarding UDOT Agreements for the West Davis Highway – Mr. Boyd Davis [pg. 57](#)
4. Discussion Regarding the Appraisal for Property for the 300 N Road Project – Mr. Boyd Davis [pg. 84](#)
5. Discussion Regarding Amendments to Winter Parking Date Restrictions – Mrs. Bryn MacDonald [pg. 90](#)
6. Other Items

GENERAL SESSION – 7:00 PM

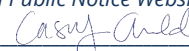
1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought *(Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)*
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment *(Please 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. Presentation By JustServe Designating West Point City as a “JustServe City”
8. Recognition of the 2025 Party at the Point Art Contest Winners – Mayor Vincent
9. Swearing-In of the 2025-2026 West Point City Youth Council – Mayor Vincent
10. Presentation by Davis & Weber Counties Canal Company RE: Proposed Rate Increase – Rick Smith, DWCC
11. Consideration of Approval of the Minutes from the June 3, 2025 West Point City Council Meeting [pg. 115](#)
12. Consideration of Approval of Resolution No. 08-19-2025A, Approving an Interlocal Agreement with the Davis School District for Joint Use of Horizon Jr. High Recreation Facilities – Mr. Kyle Laws [pg. 38](#)
13. Consideration of Approval of a Contract with Gardner Engineering for the Design of the 4000 W Storm Drain Line – Mr. Boyd Davis [pg. 91](#)
14. Consideration of Resolution No. 08-19-2025C, Accepting Property Appraisals for the 300 N Road Project – Mr. Boyd Davis [pg. 84](#)
15. Consideration of Ordinance No. 08-19-2025A, Approving the “Allen Subdivision & Adjoining Properties” Annexation Petition – Mr. Kyle Laws [pg. 96](#)
 - a. Public Hearing
 - b. Action
16. Consideration of Ordinance No. 08-19-2025B, Amending WPCC Section 17.70.040 Regarding Landscaping Requirements – Mrs. Bryn MacDonald [pg. 109](#)
 - a. Public Hearing
 - b. Action
17. Motion to Adjourn the General Session

Posted this 15th day of August, 2025:



Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above August 19, 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 and 3) the Utah Public Notice Website at 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: 08/26/2025 Special Meeting

General Session – 5:00 PM

1. Consideration of Approval of the 2025 Primary Election Canvass by the Board of Canvassers – Ms. Casey Arnold

Date: 09/02/2025

Administrative Session – 6:00 pm

1. Discussion Regarding 2025 Party at the Point Celebration – Mrs. Heidi Moss
2. Discussion Regarding the Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
3. Discussion Regarding a Rezone Request for Property Located at 3900 W 300 N (Applicant, Matt Leavitt) - Mrs. Bryn MacDonald

General Session – 7:00 pm

1. Davis County Sheriff's Office Update
2. Youth Council Update
3. Consideration of Approval of Resolution No. **, Approving Agreements with UDOT for the West Davis Highway – Mr. Boyd Davis
4. Consideration of Resolution No. **, Approving a Funding Agreement with Davis County for the Storm Drain Infrastructure Study – Mr. Boyd Davis

Date: 09/16/2025

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of Ordinance No. **, Adopting an Amended Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action
2. Consideration of Approval of Ordinance No. **, Rezoning Property Located at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. Action

Date: 10/07/2025

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
2. Consideration of Approval of **

Date: 10/21/2025

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of **

Date: 11/04/2025

CANCELLED (Election Day)

Date: 11/18/2025

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Report
3. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers

Date: 12/02/2025

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2025 Financial Audit

General Session – 7:00 pm

1. Update from the Davis County Sheriff's Office
 2. Youth Council Update
 3. Consideration of Acceptance of the FY2025 Financial Audit for West Point City
-



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
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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

SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST

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30	31					

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	PRIMARY ELECTION DAY
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

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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
6	DAY OF SERVICE
9	Senior Lunch - 11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
16	City Council - 6 PM
25	Planning Commission - 6 PM

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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27	28	29	30			

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

APRIL

1	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

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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23	24	25	26	27	28	29
30						

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

SUN	MON	TUE	WED	THU	FRI	SAT
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29	30					

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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20	21	22	23	24	25	26
27	28	29	30	31		

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: Quarterly Financial Report (Apr - Jun 2025)

Author: Ryan Harvey

Department: Administrative Services

Meeting Date: August 19, 2025



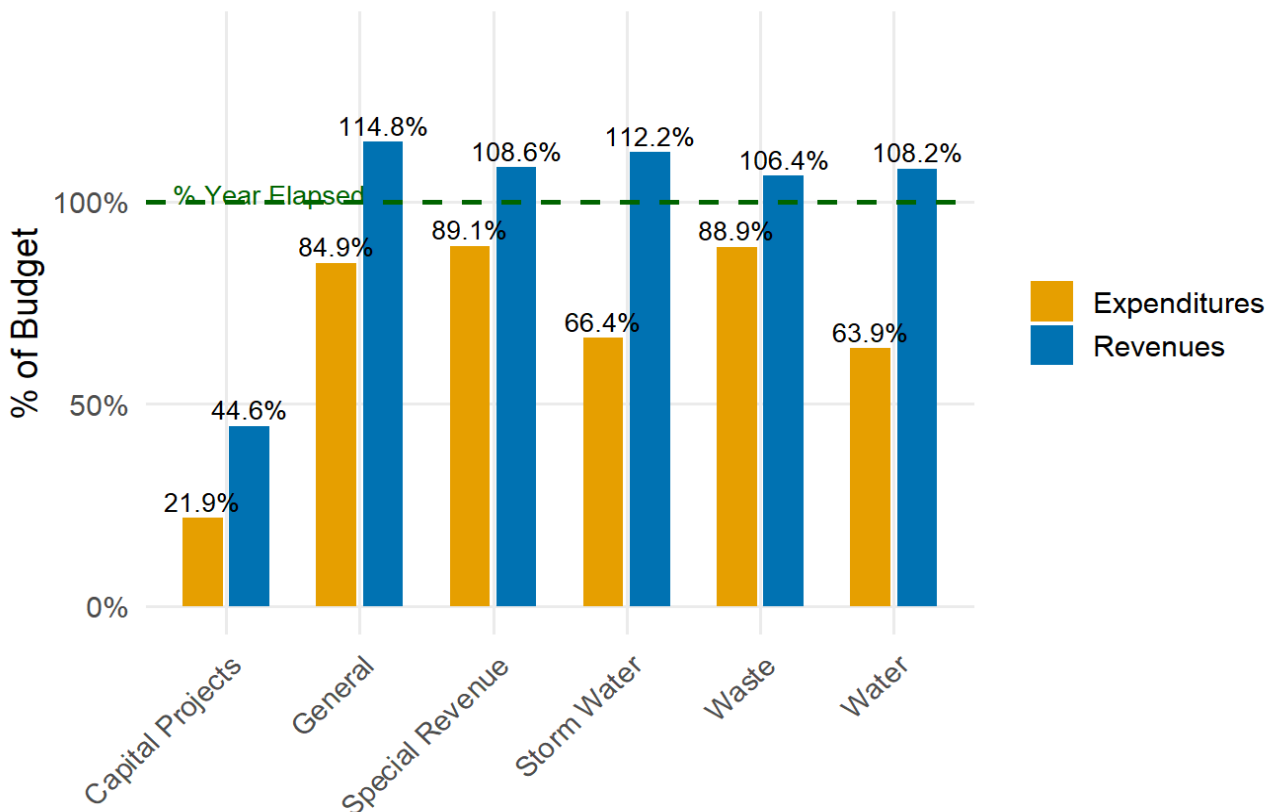
Background

City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the fourth quarter of Fiscal Year 2025, representing April 1 – June 30, 2025. This information is summarized in the graphs below.

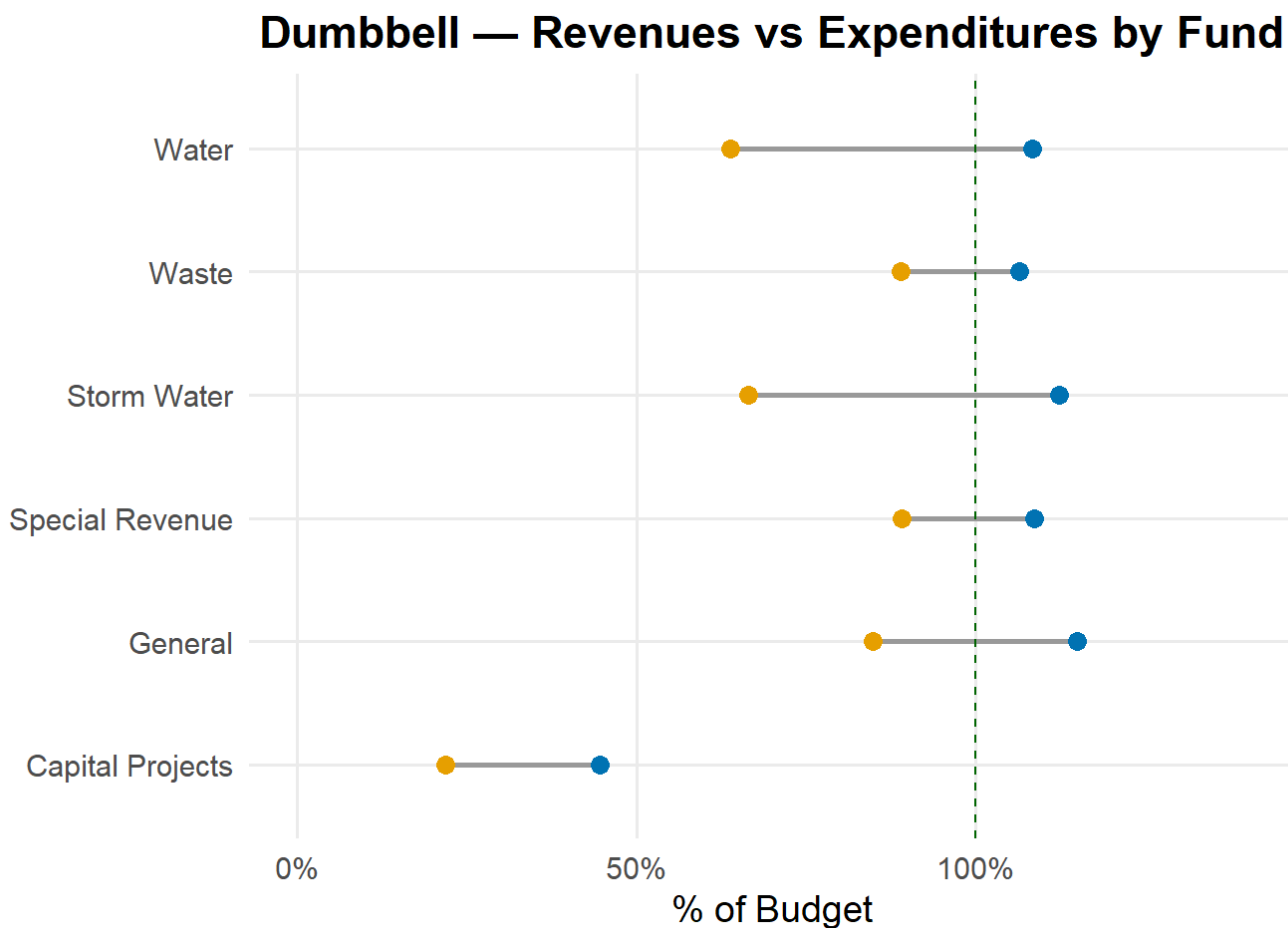
Analysis

Revenues and expenditures by fund closed the year in a very strong position. With the year fully elapsed, revenues finished above 100% of budget in every major operating fund, except for Capital Projects, because its transfer posts at year-end. The General Fund led the way at 114.8% of budget, followed closely by Storm Water (112.2%), Special Revenue (108.6%), Water (108.2%), and Waste (106.4%). Every fund kept expenditures under budget, with Capital Projects (21.9%) and Water (63.9%) the lowest.

Revenues & Expenditures — % of Budget by Fund

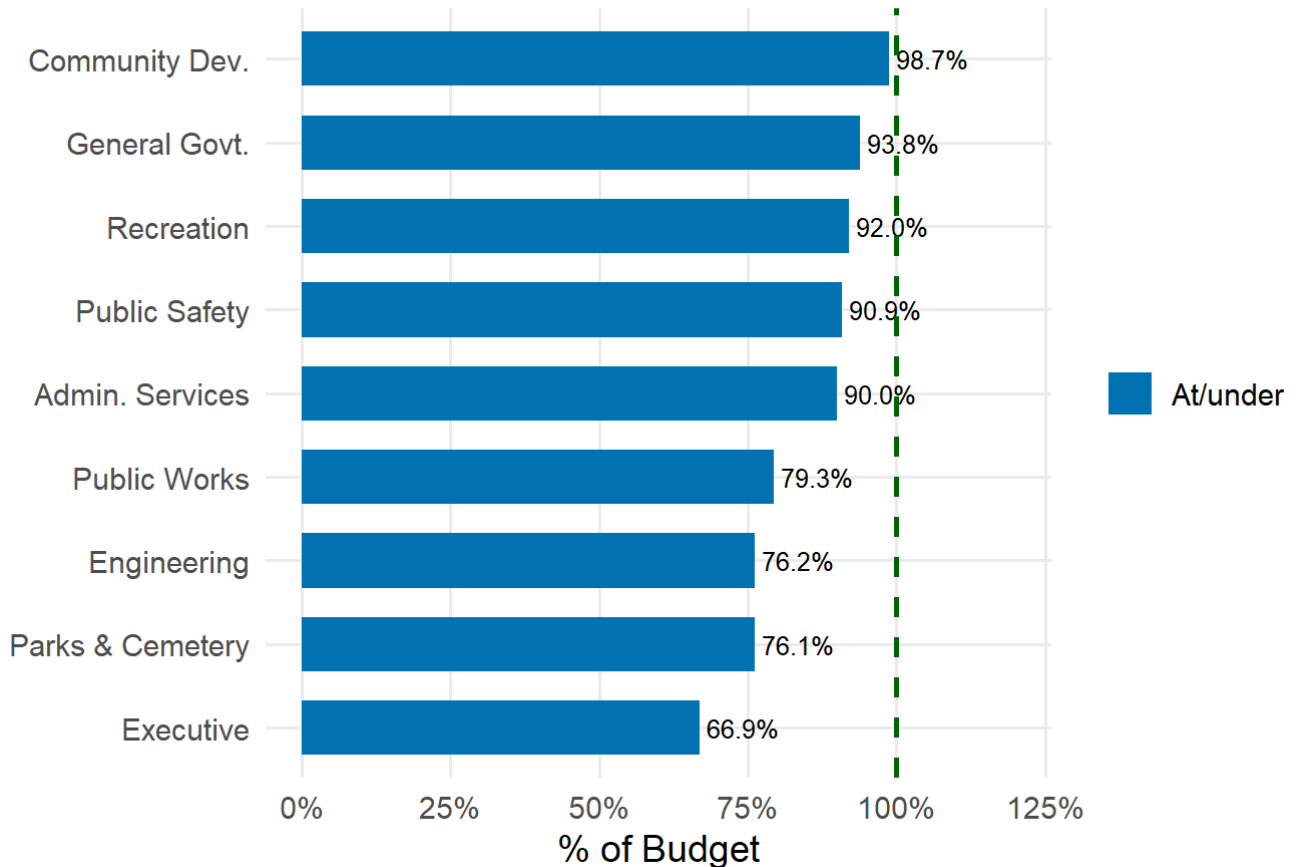


The largest positive gaps between revenues and expenditures were in Storm Water (+45.8%), Water (+44.3%), and General (+29.9%), all of which benefited substantially from stronger-than-expected interest earnings in the PTIF account. This means that every fund not only stayed within its appropriations but also entered the next fiscal year with a revenue cushion. The key takeaway is that the City ended the year with operating surpluses across the board, a healthy indicator of both conservative budgeting and positive revenue trends.



Within the General Fund, departmental spending also ended the year well below budgeted levels. Community Development (98.7%) General Government (93.8%), Recreation (92.0%), Public Safety (90.9%) and Administrative Services (90.0%) all finished the year above 90%. All others remained well below budget, including Public Works (79.3%), Engineering (76.2%), and Parks & Cemetery (76.1%), with Executive farthest under at 66.9%. Overall, the City closes the year in a great position: revenues ahead of plan, expenditures in check, and no departments or funds exceeding budget limits.

General Fund Expenditures — % of Budget by Department



Recommendation

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

Significant Impacts

There are no significant impacts at this time.

Attachments

FY2025 Q4 Financial Statements

WEST POINT CITY CORPORATION
COMBINED CASH INVESTMENT
JUNE 30, 2025

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	219,781.34
01-1125	XBP DEPOSIT ACCOUNT	202,096.11
01-1130	CASH IN CHECKING - PTIF ACCT.	22,415,086.76
01-1131	PETTY CASH	750.00
	TOTAL COMBINED CASH	22,837,714.21
01-1190	CASH ALLOCATION TO OTHER FUNDS	(22,837,714.21)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	5,004,730.24
45	ALLOCATION TO SPECIAL REVENUE FUND	9,249,534.76
48	ALLOCATION TO CAPITAL PROJECTS FUND	5,767,541.37
51	ALLOCATION TO WASTE FUND	(1,509,957.47)
55	ALLOCATION TO WATER FUND	2,581,244.91
58	ALLOCATION TO STORM WATER UTILITY FUND	2,102,159.16
70	ALLOCATION TO DEBT SERVICE	12,185.46
85	ALLOCATION TO CDRA FUND	(369,724.22)
	TOTAL ALLOCATIONS TO OTHER FUNDS	22,837,714.21
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(22,837,714.21)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

GENERAL FUND

ASSETS

10-1190	CASH ALLOCATION TO OTHER FUNDS	5,004,730.24	
10-1361	PROPERTY TAXES DEFERRED	824,480.00	
10-1411	DUE FROM OTHER GOVT. UNITS	588,909.49	
10-1561	PREPAID EXPENSE	44,144.81	
	TOTAL CURRENT ASSETS		6,462,264.54
	TOTAL ASSETS		6,462,264.54

LIABILITIES AND EQUITY

LIABILITIES

10-2131	ACCOUNTS PAYABLE	185,075.17	
10-2220	PAYROLL TAXES & WITHHOLDINGS	6,077.64	
10-2222	FEDERAL WITHHOLDING PAYABLE	13,429.15	
10-2223	STATE WITHHOLDING PAYABLE	4,807.69	
10-2225	STATE RET & 401(K) PAYABLE	23,319.81	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA	(7,803.18)	
10-2228	EMPLOYEES DISABILITIES INS.	(781.29)	
10-2229	HSA PAYABLE	20,517.11	
10-2232	PEHP - DENTAL & VISION INS.	(2,345.89)	
10-2233	ULGT - VISION & LTC INS.	(77.16)	
10-2234	WELLNESS - HEALTH CLUBS	(1,788.43)	
10-2243	WORKMENS COMPENSATION PAYABLE	38,179.87	
10-2245	STATE UNEMPLOYMENT PAYABLE	321.04	
10-2250	WAGES PAYABLE-CLEARING	140,187.55	
10-2255	EXCAVATION BOND PAYABLE	4,722.00	
10-2275	DEFERRED REVENUE	824,480.00	
10-2291	ESCROW ACCOUNTS PAYABLE	1,131,566.80	
	TOTAL LIABILITIES		2,379,887.88

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2975	NON-SPENDABLE FUNDS	22,692.88	
10-2980	UNASSIGNED FUNDS	1,662,531.87	
	REVENUE OVER EXPENDITURES - YTD	2,397,151.91	
	BALANCE - CURRENT DATE	4,082,376.66	
	TOTAL FUND EQUITY		4,082,376.66
	TOTAL LIABILITIES AND EQUITY		6,462,264.54

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
10-31-10	PROPERTY TAXES	4,645.41	858,654.42	778,503.00	(80,151.42)	110.3
10-31-25	VEHICLE - IN LIEU OF PROP. TAX	5,207.30	54,981.89	45,000.00	(9,981.89)	122.2
10-31-30	GENERAL SALES AND USE TAXES	188,217.86	2,538,148.02	2,500,000.00	(38,148.02)	101.5
10-31-40	CABLE TV	.00	41,212.68	45,000.00	3,787.32	91.6
10-31-50	ENERGY SALES AND USE	48,676.05	556,155.10	600,000.00	43,844.90	92.7
10-31-60	TELECOMMUNICATIONS	2,301.94	27,207.30	25,000.00	(2,207.30)	108.8
	TOTAL TAXES	249,048.56	4,076,359.41	3,993,503.00	(82,856.41)	102.1
	<u>LICENSES AND PERMITS</u>					
10-32-10	BUS. LICENSE/COND. USE PERMITS	445.00	28,934.50	15,000.00	(13,934.50)	192.9
10-32-21	BUILDING PERMITS	106,127.27	564,506.35	225,000.00	(339,506.35)	250.9
	TOTAL LICENSES AND PERMITS	106,572.27	593,440.85	240,000.00	(353,440.85)	247.3
	<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-56	CLASS C ROADS	.00	645,796.29	550,000.00	(95,796.29)	117.4
	TOTAL INTERGOVERNMENTAL REVENUE	.00	645,796.29	550,000.00	(95,796.29)	117.4
	<u>CHARGES FOR SERVICES</u>					
10-34-10	ZONING AND SUBDIVISION FEES	4,450.00	24,800.00	10,000.00	(14,800.00)	248.0
10-34-60	RECREATION FEES	12,800.00	152,898.92	150,000.00	(2,898.92)	101.9
10-34-78	PARK & CITY HALL RESERVATIONS	935.00	6,275.00	5,000.00	(1,275.00)	125.5
10-34-79	CITY CELEB. & SPONSORSHIPS	8,270.00	22,145.50	18,000.00	(4,145.50)	123.0
10-34-82	CEMETERY INTERMENT	1,700.00	17,600.00	15,000.00	(2,600.00)	117.3
10-34-90	MISC. INCOME & CONCESSIONS	(17,054.86)	330,607.59	10,000.00	(320,607.59)	3306.1
	TOTAL CHARGES FOR SERVICES	11,100.14	554,327.01	208,000.00	(346,327.01)	266.5
	<u>MISCELLANEOUS REVENUE</u>					
10-36-10	INTEREST EARNINGS	84,257.72	971,794.42	200,000.00	(771,794.42)	485.9
10-36-20	DONATIONS	.00	50.00	.00	(50.00)	.0
10-36-30	ARTS COUNCIL REVENUE	650.00	3,735.00	5,000.00	1,265.00	74.7
10-36-90	MISCELLANEOUS	.00	1,100.00	.00	(1,100.00)	.0
	TOTAL MISCELLANEOUS REVENUE	84,907.72	976,679.42	205,000.00	(771,679.42)	476.4

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-10 BEGINNING BALANCE	.00	.00	800,000.00	800,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	800,000.00	800,000.00	.0
TOTAL FUND REVENUE	451,628.69	6,846,602.98	5,996,503.00	(850,099.98)	114.2

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
10-41-10 MAYOR AND COUNCIL WAGES	6,470.64	56,078.88	55,850.00	(228.88)	100.4
10-41-13 EMPLOYEE BENEFITS	977.82	8,496.00	8,448.00	(48.00)	100.6
10-41-33 TRAINING AND EDUCATION	272.81	6,995.81	11,000.00	4,004.19	63.6
10-41-35 COMMUNITY SERVICE CONTRACTS	.00	2,825.00	4,000.00	1,175.00	70.6
TOTAL GENERAL GOVERNMENT	7,721.27	74,395.69	79,298.00	4,902.31	93.8
<u>ADMINISTRATIVE SERVICES</u>					
10-44-11 SALARIES AND WAGES	18,276.80	157,477.18	164,945.00	7,467.82	95.5
10-44-13 EMPLOYEE BENEFITS	10,458.32	68,222.57	79,642.00	11,419.43	85.7
10-44-20 MILEAGE REIMBURSEMENT	.00	524.55	800.00	275.45	65.6
10-44-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	75.00	1,000.00	925.00	7.5
10-44-24 POSTAGE	.00	3,768.45	5,000.00	1,231.55	75.4
10-44-25 EQUIPMENT & SUPPLIES	.00	302.58	1,000.00	697.42	30.3
10-44-26 EQUIPMENT LEASE & MAINTENANCE	1,112.25	7,990.40	16,500.00	8,509.60	48.4
10-44-33 TRAINING & EDUCATION	963.97	3,677.10	4,000.00	322.90	91.9
10-44-38 AUDITOR & ACCOUNTING SUPPORT	.00	15,290.00	16,500.00	1,210.00	92.7
10-44-63 IT SUPPORT & CONTRACTS	.00	5,162.50	7,100.00	1,937.50	72.7
10-44-65 EMERGENCY MANAGEMENT	.00	1,376.72	2,000.00	623.28	68.8
10-44-69 OFFICE SUPPLIES & EXPENSE	338.47	2,879.11	4,000.00	1,120.89	72.0
10-44-75 RISK MANAGEMENT	2,354.40	50,315.96	50,000.00	(315.96)	100.6
10-44-95 CREDIT CARD PROCESSING FEES	331.33	2,924.26	2,000.00	(924.26)	146.2
10-44-98 BANK SERVICE CHARGES	.00	35.00	1,000.00	965.00	3.5
TOTAL ADMINISTRATIVE SERVICES	33,835.54	320,021.38	355,487.00	35,465.62	90.0
<u>PUBLIC WORKS</u>					
10-48-11 SALARIES AND WAGES	10,804.47	138,411.70	161,144.00	22,732.30	85.9
10-48-13 EMPLOYEE BENEFITS & RETIREMENT	7,453.66	65,678.98	85,440.00	19,761.02	76.9
10-48-15 ON CALL PAY	196.00	1,246.00	5,950.00	4,704.00	20.9
10-48-20 OVERTIME	1,761.65	22,845.66	25,000.00	2,154.34	91.4
10-48-23 TRAVEL AND EDUCATION	59.65	238.55	360.00	121.45	66.3
10-48-25 EQUIPMENT, SUPPLIES & MAINT.	1,969.79	11,183.45	9,000.00	(2,183.45)	124.3
10-48-26 MUNICIPAL BLDGS. OPER. & MAINT	2,619.37	29,417.62	24,260.00	(5,157.62)	121.3
10-48-54 PROT. CLOTHING & EQUIPMENT	1,515.89	6,655.34	3,500.00	(3,155.34)	190.2
10-48-65 FLEET OPERATIONS & MAINTENANCE	1,799.59	15,345.66	20,000.00	4,654.34	76.7
10-48-67 FLEET FUEL	1,219.61	11,434.61	12,865.00	1,430.39	88.9
10-48-69 OFFICE SUPPLIES & EXPENSE	.00	216.93	1,300.00	1,083.07	16.7
10-48-70 FLEET LEASES	.00	9,080.80	10,000.00	919.20	90.8
10-48-75 CROSSWALK POWER	34.74	365.44	700.00	334.56	52.2
10-48-77 PUBLIC FACILITIES HEATING	72.00	5,038.15	6,000.00	961.85	84.0
10-48-82 PUBLIC FACILITIES POWER	1,546.24	16,043.80	14,000.00	(2,043.80)	114.6
10-48-84 STREET LIGHTING PWR & MNT.	1,164.21	57,381.12	123,000.00	65,618.88	46.7
TOTAL PUBLIC WORKS	32,216.87	390,583.81	502,519.00	111,935.19	77.7

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE</u>					
10-49-11 SALARIES AND WAGES	34,739.60	297,970.35	322,375.00	24,404.65	92.4
10-49-13 EMPLOYEE BENEFITS	24,800.59	136,577.57	174,891.00	38,313.43	78.1
10-49-20 MILEAGE REIMBURSEMENTS	.00	.00	750.00	750.00	.0
10-49-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	3,390.03	3,000.00	(390.03)	113.0
10-49-23 TRAVEL AND EDUCATION	191.50	9,419.44	10,000.00	580.56	94.2
10-49-25 NEW EQUIPMENT PURCHASE	.00	8,045.35	22,500.00	14,454.65	35.8
10-49-37 ATTORNEY	.00	16,682.00	35,000.00	18,318.00	47.7
10-49-62 MISCELLANEOUS	3,556.13	3,556.13	12,000.00	8,443.87	29.6
10-49-63 IT SUPPORT & CONTRACTS	2,519.41	51,844.75	40,000.00	(11,844.75)	129.6
10-49-65 EMP. AWARDS, REC. & EVENTS	902.95	18,366.89	16,000.00	(2,366.89)	114.8
10-49-66 EDUCATION REIMB. PROGRAM	.00	1,805.83	6,000.00	4,194.17	30.1
10-49-67 EMP. BENEFITS & BONUS PROGRAM	29,782.22	45,030.67	15,000.00	(30,030.67)	300.2
10-49-68 WELLNESS PROGRAM	317.06	857.85	2,000.00	1,142.15	42.9
10-49-69 OFFICE SUPPLIES & EXPENSE	488.38	4,731.10	5,000.00	268.90	94.6
10-49-70 CELLULAR & RADIO SERV. & EQUIP	1,376.25	8,393.58	12,000.00	3,606.42	70.0
10-49-72 LEGAL ADVERTISING	101.00	2,961.50	6,000.00	3,038.50	49.4
10-49-80 UTAH LEAGUE MEMBERSHIP	.00	7,274.00	7,500.00	226.00	97.0
10-49-82 CITY NEWSLETTER	952.00	7,001.20	12,000.00	4,998.80	58.3
10-49-83 ECONOMIC DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
10-49-85 VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-86 HR BACKGROUND CHECKS	.00	33.30	500.00	466.70	6.7
10-49-87 HR POSITION POSTING	.00	455.00	.00	(455.00)	.0
10-49-88 RECORDERS OFFICE	.00	8,375.53	8,000.00	(375.53)	104.7
10-49-89 ELECTIONS	.00	.00	20,000.00	20,000.00	.0
10-49-90 CITY CELEBRATIONS & EVENTS	5,105.01	49,092.67	90,000.00	40,907.33	54.6
10-49-91 YOUTH COUNCIL	588.00	6,775.92	10,000.00	3,224.08	67.8
10-49-92 MISS WEST POINT PAGEANT	5,667.48	14,967.64	15,000.00	32.36	99.8
10-49-93 SENIOR PROGRAM	.00	275.82	.00	(275.82)	.0
10-49-96 YOUTH COURT	.00	2,384.12	5,000.00	2,615.88	47.7
10-49-97 COVID-19 EXPENSES	.00	.00	200,000.00	200,000.00	.0
10-49-98 ARTS COUNCIL	1,445.45	4,459.76	5,000.00	540.24	89.2
10-49-99 ARPA- EXPENDITURES	.00	.00	500.00	500.00	.0
TOTAL EXECUTIVE	112,533.03	710,728.00	1,063,016.00	352,288.00	66.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-52-11 SALARIES AND WAGES	29,338.41	247,592.28	302,738.00	55,145.72	81.8
10-52-13 EMPLOYEE BENEFITS & RETIREMENT	15,087.73	100,040.45	145,482.00	45,441.55	68.8
10-52-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	738.00	1,500.00	762.00	49.2
10-52-23 TRAVEL, EDUCATION & CERTIFICAT	.00	4,806.67	5,000.00	193.33	96.1
10-52-25 EQUIPMENT & SUPPLIES	.00	22.11	2,000.00	1,977.89	1.1
10-52-51 GIS	.00	552.00	.00	552.00)	.0
10-52-62 CONTRACT PLANNING & INSP SERV	19,835.00	99,480.00	4,000.00	(95,480.00)	2487.0
10-52-63 IT SUPPORT & CONTRACTS	.00	22,733.00	13,500.00	(9,233.00)	168.4
10-52-65 STATE BUILDING SURCHARGE	.00	3,228.53	3,000.00	(228.53)	107.6
10-52-68 PLANNING COMM/BOARD OF ADJ.	.00	550.00	3,500.00	2,950.00	15.7
10-52-69 OFFICE SUPPLIES & EXPENSE	.00	364.75	500.00	135.25	73.0
10-52-85 CODE ENFORCEMENT	317.40	2,252.39	4,000.00	1,747.61	56.3
10-52-90 COUNTY RECORDING FEES	52.00	668.00	4,000.00	3,332.00	16.7
TOTAL COMMUNITY DEVELOPMENT	64,630.54	483,028.18	489,220.00	6,191.82	98.7
<u>ENGINEERING</u>					
10-53-11 SALARIES AND WAGES	14,295.96	106,791.13	99,783.00	(7,008.13)	107.0
10-53-13 EMP. BENEFITS & RETIREMENT	6,638.33	40,293.07	66,689.00	26,395.93	60.4
10-53-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	174.00	1,000.00	826.00	17.4
10-53-23 TRAVEL, EDUCATION & CERTIFICAT	.00	1,669.32	4,000.00	2,330.68	41.7
10-53-25 EQUIPMENT & SUPPLIES	.00	9,818.86	20,000.00	10,181.14	49.1
10-53-51 GIS	.00	600.00	4,000.00	3,400.00	15.0
10-53-63 IT SUPPORT & CONTRACTS	109.99	6,164.27	7,000.00	835.73	88.1
10-53-69 OFFICE SUPPLIES & EXPENSE	.00	365.66	500.00	134.34	73.1
10-53-70 ENGINEERING SERVICES	.00	5,574.50	22,000.00	16,425.50	25.3
TOTAL ENGINEERING	21,044.28	171,450.81	224,972.00	53,521.19	76.2
<u>PUBLIC SAFETY & EMERGENCY PLAN</u>					
10-54-11 CROSSING GUARDS	2,155.00	91,261.50	139,458.00	48,196.50	65.4
10-54-13 EMPLOYEE BENEFITS & RETIREMENT	213.55	9,089.26	13,820.00	4,730.74	65.8
10-54-15 CROSSING GUARD SUPPLIES/EQUIP.	.00	2,264.47	2,000.00	(264.47)	113.2
10-54-62 POLICE SERVICES	101,005.06	606,030.36	625,248.00	19,217.64	96.9
10-54-65 NARCOTICS STRIKE FORCE	.00	9,647.44	9,700.00	52.56	99.5
10-54-71 EMERGENCY MANAGER	.00	26,166.39	25,000.00	(1,166.39)	104.7
10-54-75 HOMETOWN SECURITY (EPRT)	.00	.00	4,000.00	4,000.00	.0
TOTAL PUBLIC SAFETY & EMERGENCY PLAN	103,373.61	744,459.42	819,226.00	74,766.58	90.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS AND CEMETERY</u>					
10-70-11 SALARIES AND WAGES	25,922.74	165,394.92	225,009.00	59,614.08	73.5
10-70-13 EMPLOYEE BENEFITS & RETIREMENT	8,489.12	48,048.38	74,370.00	26,321.62	64.6
10-70-20 UNIFORMS	.00	191.45	600.00	408.55	31.9
10-70-25 EQUIPMENT & SUPPLIES	2,113.98	18,907.10	20,000.00	1,092.90	94.5
10-70-26 BUILDING AND GROUNDS	5,343.88	77,084.27	85,000.00	7,915.73	90.7
10-70-29 PARK & CEMETERY LIGHTS	307.93	3,993.93	4,500.00	506.07	88.8
10-70-61 MISC. SERVICES AND SUPPLIES	.00	.00	1,200.00	1,200.00	.0
10-70-69 OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-70-70 GATEWAYS & PUBLIC PROPERTIES	72.61	3,981.69	6,000.00	2,018.31	66.4
TOTAL PARKS AND CEMETERY	42,250.26	317,601.74	417,179.00	99,577.26	76.1
<u>RECREATION</u>					
10-71-11 SALARIES AND WAGES	46,011.55	319,271.09	347,704.00	28,432.91	91.8
10-71-13 EMPLOYEE BENEFITS & RETIREMENT	20,565.05	120,413.64	142,318.00	21,904.36	84.6
10-71-20 RECREATION PROGRAM MARKETING	617.76	737.76	1,000.00	262.24	73.8
10-71-23 TRAVEL & EDUCATION	766.04	5,416.58	3,200.00	(2,216.58)	169.3
10-71-25 EQUIPMENT AND SUPPLIES	493.67	1,790.38	5,000.00	3,209.62	35.8
10-71-26 BUILDING AND GROUNDS	4,423.06	5,210.81	7,800.00	2,589.19	66.8
10-71-30 BACKGROUND CHECKS	920.45	1,690.75	2,000.00	309.25	84.5
10-71-60 SOCCER	13,956.59	24,777.38	27,000.00	2,222.62	91.8
10-71-67 JUNIOR JAZZ	474.38	25,216.38	23,500.00	(1,716.38)	107.3
10-71-68 FOOTBALL	91.46	26,129.06	35,000.00	8,870.94	74.7
10-71-69 OFFICE SUPPLIES & EXPENSE	284.62	2,134.73	2,000.00	(134.73)	106.7
10-71-71 BASEBALL/SOFTBALL	6,651.68	45,751.63	30,000.00	(15,751.63)	152.5
10-71-73 VOLLEYBALL	.00	5,040.71	5,500.00	459.29	91.7
10-71-80 SENIOR PROGAMS	2,206.67	7,804.85	11,000.00	3,195.15	71.0
TOTAL RECREATION	97,462.98	591,385.75	643,022.00	51,636.25	92.0
<u>TRANSFERS, CONT. & OTHER USES</u>					
10-90-63 CLASS C TRANS. TO SPECIAL REV.	117,603.98	645,796.29	550,000.00	(95,796.29)	117.4
10-90-86 TRANSFER TO CAP. PROJ. FUND	.00	.00	286,564.00	286,564.00	.0
10-90-95 TRANSFER OUT TO CDRA	.00	.00	576,000.00	576,000.00	.0
TOTAL TRANSFERS, CONT. & OTHER USES	117,603.98	645,796.29	1,412,564.00	766,767.71	45.7
TOTAL FUND EXPENDITURES	632,672.36	4,449,451.07	6,006,503.00	1,557,051.93	74.1
NET REVENUE OVER EXPENDITURES	(181,043.67)	2,397,151.91	(10,000.00)	(2,407,151.91)	23971.

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

SPECIAL REVENUE FUND

ASSETS

45-1190	CASH - ALLOCATION TO OTHER FUN	9,249,534.76	
45-1411	DUE FROM OTHER GOVT. UNITS	36,229.02	
	TOTAL CURRENT ASSETS		9,285,763.78
	TOTAL ASSETS		9,285,763.78

LIABILITIES AND EQUITY

LIABILITIES

45-2131	ACCOUNTS PAYABLE	39,351.01	
	TOTAL LIABILITIES		39,351.01

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-2980	UNASSIGNED FUNDS	1,421,761.10	
45-2985	RESTRICTED FOR LOCAL OPTION RD	160,699.67	
45-2990	RESTRICTED FOR CLASS C ROADS	1,803,332.11	
45-2995	RESTRICTED FOR IMPACT FEES	5,126,071.55	
	REVENUE OVER EXPENDITURES - YTD	734,548.34	
	BALANCE - CURRENT DATE	9,246,412.77	
	TOTAL FUND EQUITY		9,246,412.77
	TOTAL LIABILITIES AND EQUITY		9,285,763.78

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEVELOPMENT FEES</u>					
45-30-57	ROAD IMPACT FEES	115,249.63	419,584.78	152,900.00	(266,684.78)	274.4
45-30-70	PARK AND TRAILS IMPACT FEES	111,664.00	1,136,950.00	238,086.00	(898,864.00)	477.5
45-30-75	NORTH DAVIS SEWER IMPACT FEES	61,447.21	414,811.92	352,600.00	(62,211.92)	117.6
45-30-80	N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-30-99	BEGINNING BALANCE	.00	.00	1,296,366.00	1,296,366.00	.0
	TOTAL DEVELOPMENT FEES	288,360.84	1,971,346.70	2,053,820.00	82,473.30	96.0
	<u>OTHER FINANCING SOURCES</u>					
45-33-90	TRANSFER FROM OTHER FUNDS	117,603.98	645,796.29	450,000.00	(195,796.29)	143.5
45-33-93	LOCAL OPTION ROADS	15,756.58	215,541.14	1,000,000.00	784,458.86	21.6
	TOTAL OTHER FINANCING SOURCES	133,360.56	861,337.43	1,450,000.00	588,662.57	59.4
	TOTAL FUND REVENUE	421,721.40	2,832,684.13	3,503,820.00	671,135.87	80.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL FUND PROJECTS</u>					
45-51-15 PARKS/TRAILS IMPACT FEE PROJ.	.00	350,000.00	.00	(350,000.00)	.0
45-51-71 ROADS/PED. WALKWAYS IMPACT FEE	22,227.50	128,359.25	500,000.00	371,640.75	25.7
45-51-80 N.D. SEWER IMPACT FEES	22,544.61	371,576.64	352,600.00	(18,976.64)	105.4
45-51-85 N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-51-93 LOCAL OPTION ROADS	5,523.75	174,279.67	1,088,168.00	913,888.33	16.0
45-51-95 CLASS C ROAD EXPENDITURES	233,790.65	1,073,920.23	1,526,721.00	452,800.77	70.3
45-51-97 ROAD & SIDEWALK GRANT PROJECTS	.00	.00	22,463.00	22,463.00	.0
TOTAL SPECIAL FUND PROJECTS	284,086.51	2,098,135.79	3,503,820.00	1,405,684.21	59.9
TOTAL FUND EXPENDITURES	284,086.51	2,098,135.79	3,503,820.00	1,405,684.21	59.9
NET REVENUE OVER EXPENDITURES	137,634.89	734,548.34	.00	(734,548.34)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

CAPITAL PROJECTS FUND

ASSETS

48-1190	CASH ALLOCATION TO OTHER FUNDS	5,767,541.37	
48-1315	INTERGOVERNMENTAL RECEIVABLES	72,337.92	
	TOTAL CURRENT ASSETS		5,839,879.29
	TOTAL ASSETS		5,839,879.29

LIABILITIES AND EQUITY

LIABILITIES

48-2131	ACCOUNTS PAYABLE	9,983.88	
48-2275	DEFERRED INFLOWS	72,337.92	
	TOTAL LIABILITIES		82,321.80

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
48-2980	UNASSIGNED FUNDS	1,135,815.53	
48-2985	COMMITTED TO CAPITAL PROJECTS	4,586,032.00	
	REVENUE OVER EXPENDITURES - YTD	35,709.96	
	BALANCE - CURRENT DATE	5,757,557.49	
	TOTAL FUND EQUITY		5,757,557.49
	TOTAL LIABILITIES AND EQUITY		5,839,879.29

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

CAPITAL PROJECTS FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
48-30-45	CEMETERY PERMIT & PERPET. CARE	2,475.00	20,700.00	223,062.00	202,362.00	9.3
48-30-90	BEGINNING BALANCE	.00	.00	2,289,167.00	2,289,167.00	.0
	TOTAL REVENUE	<u>2,475.00</u>	<u>20,700.00</u>	<u>2,512,229.00</u>	<u>2,491,529.00</u>	<u>.8</u>
	<u>OTHER FINANCING SOURCES</u>					
48-33-10	TRANSFER FROM GENERAL FUND	.00	.00	286,564.00	286,564.00	.0
48-33-25	GRANTS	.00	.00	9,000,000.00	9,000,000.00	.0
	TOTAL OTHER FINANCING SOURCES	<u>.00</u>	<u>.00</u>	<u>9,286,564.00</u>	<u>9,286,564.00</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>2,475.00</u>	<u>20,700.00</u>	<u>11,798,793.00</u>	<u>11,778,093.00</u>	<u>.2</u>

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAP. PROJ. FUND FINANCING USES</u>					
48-51-15 BUILDINGS	.00	2,380.14	281,368.00	278,987.86	.9
48-51-20 ROAD PROJECTS	(233,952.92)	(144,588.17)	9,513,963.00	9,658,551.17	(1.5)
48-51-25 PARK IMPROVEMENT PROJECTS	4,250.00	37,192.52	988,010.00	950,817.48	3.8
48-51-43 CAPITAL EQUIPMENT REPLACEMENT	3,539.00	82,270.55	87,644.00	5,373.45	93.9
48-51-44 VEHICLE REPLACEMENT	.00	.00	65,991.00	65,991.00	.0
48-51-53 5 YEAR CIP	.00	7,735.00	638,755.00	631,020.00	1.2
48-51-70 CEMETERY PERPETUAL CARE	.00	.00	223,062.00	223,062.00	.0
TOTAL CAP. PROJ. FUND FINANCING USES	(226,163.92)	(15,009.96)	11,798,793.00	11,813,802.96	(.1)
TOTAL FUND EXPENDITURES	(226,163.92)	(15,009.96)	11,798,793.00	11,813,802.96	(.1)
NET REVENUE OVER EXPENDITURES	228,638.92	35,709.96	.00	(35,709.96)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

WASTE FUND

ASSETS

51-1075	UTILITY CASH CLEARING	(	1,680.35)	
51-1190	CASH-ALLOCATION FROM GEN.FUND	(	1,509,957.47)	
51-1311	WASTE ACCOUNTS RECEIVABLE		225,554.31	
51-1312	ALLOWANCE FOR BAD DEBTS	(	13,659.63)	
51-1411	DUE FROM OTHER GOVERNMENT		9,567.60	
51-1501	NET PENSION ASSET	(	982.00)	
51-1502	DEFERRED OUTFLOWS - PENSION		73,501.00	
51-1561	PREPAID EXPENSES		133.33	
	TOTAL CURRENT ASSETS	(	1,217,523.21)	

PROPERTY AND EQUIPMENT

51-1601	CONSTRUCTION IN PROGRESS		6,198,252.40	
51-1631	IMPROVEMENTS OTHER THAN BLDGS.		7,305,049.40	
51-1651	MACHINERY AND EQUIPMENT		392,730.22	
51-1690	ACCUMULATED DEPRECIATION	(	2,214,137.94)	
	TOTAL PROPERTY AND EQUIPMENT		11,681,894.08	
	TOTAL ASSETS		10,464,370.87	

LIABILITIES AND EQUITY

LIABILITIES

51-2131	ACCOUNTS PAYABLE		168,077.77	
51-2140	CUSTOMER DEPOSITS PAYABLE		45,000.00	
51-2141	COMPENSATED ABSENCES PAYABLE		31,053.83	
51-2201	NET PENSION LIABILITY		38,370.00	
51-2202	DEFERRED INFLOWS - PENSION	(	3,786.00)	
51-2250	WAGES PAYABLE		6,698.81	
	TOTAL LIABILITIES		285,414.41	

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
51-2980	BEGINNING OF YEAR	8,843,215.43		
51-2995	RESTRICTED - SEWER IMPACT FEES	410,544.60		
	REVENUE OVER EXPENDITURES - YTD	925,196.43		
	BALANCE - CURRENT DATE	10,178,956.46		
	TOTAL FUND EQUITY		10,178,956.46	
	TOTAL LIABILITIES AND EQUITY		10,464,370.87	

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-17 PENALTIES	(182.50)	980.00	500.00	(480.00)	196.0
51-37-26 SEWER FEES	109,511.95	1,367,373.75	1,300,000.00	(67,373.75)	105.2
51-37-50 GARBAGE COLLECTION FEES	67,541.80	801,091.83	800,000.00	(1,091.83)	100.1
51-37-60 GREENWASTE COLLECTION FEES	11,234.40	132,993.10	130,000.00	(2,993.10)	102.3
51-37-70 RECYCLE COLLECTION FEES	15,006.76	176,651.21	170,000.00	(6,651.21)	103.9
TOTAL OPERATING REVENUE	203,112.41	2,479,089.89	2,400,500.00	(78,589.89)	103.3
<u>OTHER FINANCING SOURCES</u>					
51-38-05 SEWER IMPACT FEES	18,194.00	107,888.59	82,700.00	(25,188.59)	130.5
51-38-15 CAN PURCHASE	3,960.00	25,340.00	17,000.00	(8,340.00)	149.1
51-38-65 ARPA NEU DAVIS COUNTY	394,621.45	9,904,516.57	25,000,000.00	15,095,483.43	39.6
51-38-80 INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
51-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	416,775.45	10,037,745.16	25,129,700.00	15,091,954.84	39.9
<u>TRANSFERS</u>					
51-39-95 BEGINNING FUND BALANCE	.00	.00	408,103.00	408,103.00	.0
51-39-96 SEWER IMPACT FEE BALANCE	.00	.00	77,875.00	77,875.00	.0
TOTAL TRANSFERS	.00	.00	485,978.00	485,978.00	.0
TOTAL FUND REVENUE	619,887.86	12,516,835.05	28,016,178.00	15,499,342.95	44.7

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
51-81-11 SALARIES AND WAGES	22,456.97	225,503.65	297,919.00	72,415.35	75.7
51-81-13 BENEFITS AND BONUS	12,625.54	94,110.51	161,626.00	67,515.49	58.2
51-81-15 ON CALL PAY	28.00	208.00	850.00	642.00	24.5
51-81-20 OVERTIME	.00	261.15	2,000.00	1,738.85	13.1
51-81-27 LIFT STATION PUMPS	262.84	7,422.68	10,900.00	3,477.32	68.1
51-81-42 GARBAGE	80,119.52	664,017.14	600,000.00	(64,017.14)	110.7
51-81-43 GREENWASTE	17,555.49	125,007.44	113,000.00	(12,007.44)	110.6
51-81-44 RECYCLING	29,541.78	171,875.24	138,000.00	(33,875.24)	124.6
51-81-49 SEWER COLLECTION AND DISPOSAL	85,334.58	1,010,598.94	1,068,000.00	57,401.06	94.6
51-81-55 SEWER MAINTENANCE AND REPAIR	.00	29,643.97	30,000.00	356.03	98.8
51-81-63 IT SUPPORT & CONTRACTS	1,222.04	23,223.77	20,000.00	(3,223.77)	116.1
51-81-65 UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
TOTAL PRIMARY OPERATING EXPENSES	249,146.76	2,351,872.49	2,443,795.00	91,922.51	96.2
<u>MATERIALS AND SUPPLIES</u>					
51-82-24 UTILITY BILLS - POSTAGE/EQUIP.	1,006.09	12,094.24	11,000.00	(1,094.24)	110.0
51-82-47 CAN PURCHASE	.00	43,442.50	45,000.00	1,557.50	96.5
51-82-60 TRAVEL AND EDUCATION	.00	1,134.00	1,500.00	366.00	75.6
51-82-61 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS AND SUPPLIES	1,006.09	56,670.74	58,500.00	1,829.26	96.9
<u>WASTE - OTHER EXPENSES</u>					
51-84-05 SEWER IMPACT FEE PROJECTS	4,801.75	10,709.00	33,858.00	23,149.00	31.6
51-84-20 RISK MANAGEMENT	148.73	11,435.43	10,000.00	(1,435.43)	114.4
51-84-30 DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35 CREDIT CARD PROCESSING FEES	2,849.48	25,148.55	8,100.00	(17,048.55)	310.5
51-84-39 AUDITOR & ACCOUNTING SUPPORT	.00	5,560.00	6,000.00	440.00	92.7
51-84-44 VEHICLE REPLACEMENT	.00	67,432.93	106,187.00	38,754.07	63.5
51-84-81 IT	50.00	650.00	3,000.00	2,350.00	21.7
51-84-82 ARPA DAVIS COUNTY SEWER PROJ	1,434,807.57	9,040,470.64	25,000,000.00	15,959,529.36	36.2
51-84-83 CAPITAL IMPROVEMENTS	100.00	6,600.00	222,738.00	216,138.00	3.0
51-84-84 BLUE STAKES	.00	626.44	1,000.00	373.56	62.6
51-84-90 FLEET	609.80	5,381.60	8,000.00	2,618.40	67.3
51-84-97 FLEET LEASES	.00	9,080.80	10,000.00	919.20	90.8
TOTAL WASTE - OTHER EXPENSES	1,443,367.33	9,183,095.39	25,493,883.00	16,310,787.61	36.0
<u>TRANSFERS & CONTINGENCIES</u>					
51-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	1,693,520.18	11,591,638.62	28,016,178.00	16,424,539.38	41.4
NET REVENUE OVER EXPENDITURES	(1,073,632.32)	925,196.43	.00	(925,196.43)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

WATER FUND

ASSETS

55-1075	UTILITY CASH CLEARING	913.66	
55-1190	CASH-ALLOCATION FROM GEN. FUND	2,581,244.91	
55-1311	WATER ACCOUNTS RECEIVABLE	178,085.99	
55-1312	ALLOWANCE FOR BAD DEBTS	(3,000.00)	
55-1501	NET PENSION ASSET	(726.00)	
55-1502	DEFERRED OUTFLOWS - PENSION	84,384.00	
55-1561	PREPAID EXPENSES	133.33	
TOTAL CURRENT ASSETS			2,841,035.89

PROPERTY AND EQUIPMENT

55-1601	WATER RIGHTS	138,000.00	
55-1611	LAND	55,500.00	
55-1621	BUILDINGS	60,000.00	
55-1631	IMPROVEMST.OTHER THAN BLDGS.	5,736,433.96	
55-1650	CONSTRUCTION IN PROGRESS	715,766.99	
55-1651	MACHINERY & EQUIPMENT	230,527.39	
55-1690	ACCUMULATED DEPRECIATION	(1,782,596.01)	
TOTAL PROPERTY AND EQUIPMENT			5,153,632.33
TOTAL ASSETS			7,994,668.22

LIABILITIES AND EQUITY

LIABILITIES

55-2131	ACCOUNTS PAYABLE	154,735.32	
55-2140	CUSTOMER DEPOSITS PAYABLE	155,604.85	
55-2141	COMPENSATED ABSENCES PAYABLE	36,171.18	
55-2201	NET PENSION LIABILITY	45,444.00	
55-2202	DEFERRED INFLOWS - PENSION	(5,918.00)	
55-2250	WAGES PAYABLE	7,719.45	
TOTAL LIABILITIES			393,756.80

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2980	BEGINNING OF YEAR	7,237,890.49	
55-2995	RESTRICTED - WATER IMPACT FEES	219,438.31	
	REVENUE OVER EXPENDITURES - YTD	143,582.62	
BALANCE - CURRENT DATE		7,600,911.42	
TOTAL FUND EQUITY			7,600,911.42
TOTAL LIABILITIES AND EQUITY			7,994,668.22

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
55-37-11 METERED WATER SALES	75,987.68	871,103.00	850,000.00	(21,103.00)	102.5
55-37-13 SECONDARY WATER SALES	98,348.23	1,175,580.14	1,200,000.00	24,419.86	98.0
55-37-14 CONNECTION FEES - WATER	(700.00)	29,150.00	11,500.00	(17,650.00)	253.5
55-37-17 PENALTIES	272.25	882.00	500.00	(382.00)	176.4
TOTAL OPERATING REVENUE	173,908.16	2,076,715.14	2,062,000.00	(14,715.14)	100.7
<u>OTHER FINANCING SOURCES</u>					
55-38-05 WATER IMPACT FEES	(6,672.00)	87,570.00	36,696.00	(50,874.00)	238.6
55-38-55 MISCELLANEOUS REVENUE	4,900.00	4,900.00	.00	(4,900.00)	.0
55-38-80 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
55-38-95 FUND RESERVES	.00	.00	750,488.00	750,488.00	.0
55-38-96 WATER IMPACT FEE BALANCE	.00	.00	291,531.00	291,531.00	.0
55-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	(1,772.00)	92,470.00	1,118,715.00	1,026,245.00	8.3
TOTAL FUND REVENUE	172,136.16	2,169,185.14	3,180,715.00	1,011,529.86	68.2

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
55-81-11 SALARIES AND WAGES	24,926.55	257,140.55	359,697.00	102,556.45	71.5
55-81-13 BENEFITS AND BONUS	14,179.96	107,885.07	194,870.00	86,984.93	55.4
55-81-15 ON CALL PAY	56.00	416.00	1,700.00	1,284.00	24.5
55-81-20 OVERTIME	58.38	929.75	4,000.00	3,070.25	23.2
55-81-28 WELLS & WATER TANK POWER	492.46	7,899.68	9,000.00	1,100.32	87.8
55-81-35 HOOPER WATER DISTRICT	.00	50.00	500.00	450.00	10.0
55-81-41 WATER MAINTENANCE	.00	22,472.81	25,000.00	2,527.19	89.9
55-81-42 WATER SAMPLE TESTING	.00	4,607.00	5,000.00	393.00	92.1
55-81-43 SECONDARY WATER	94,874.68	1,136,755.95	1,200,000.00	63,244.05	94.7
55-81-45 REGISTRATION & OTHER EXPENSES	.00	.00	500.00	500.00	.0
55-81-60 TRAVEL AND EDUCATION	.00	3,874.92	4,140.00	265.08	93.6
55-81-63 IT SUPPORT & CONTRACTS	785.36	19,783.07	24,000.00	4,216.93	82.4
TOTAL PRIMARY OPERATING EXPENSES	135,373.39	1,561,814.80	1,828,407.00	266,592.20	85.4
<u>WATER - MATERIALS AND SUPPLIES</u>					
55-82-24 UTILITY BILLS - POSTAGE/EQUIP	1,006.08	12,648.19	8,250.00	(4,398.19)	153.3
55-82-47 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50 WATER METERS	.00	68,427.00	125,000.00	56,573.00	54.7
TOTAL WATER - MATERIALS AND SUPPLIES	1,006.08	81,075.19	134,000.00	52,924.81	60.5
<u>WATER - OTHER EXPENSES</u>					
55-84-05 WATER SYSTEM IMPACT FEE PROJ.	.00	.00	569,374.00	569,374.00	.0
55-84-20 RISK MANAGEMENT	138.81	10,673.07	10,000.00	(673.07)	106.7
55-84-30 DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33 CAPITAL PROJECTS & EXPENDITURE	2,443.49	27,638.49	155,828.00	128,189.51	17.7
55-84-35 CREDIT CARD PROCESSING FEES	3,048.28	26,903.09	8,800.00	(18,103.09)	305.7
55-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	5,560.00	6,000.00	440.00	92.7
55-84-40 WATER PURCHASE - WEBER BASIN	.00	258,818.39	252,245.00	(6,573.39)	102.6
55-84-44 VEHICLE REPLACEMENT	.00	31,451.58	66,561.00	35,109.42	47.3
55-84-82 BLUE STAKES	275.08	2,009.17	2,500.00	490.83	80.4
55-84-83 IT	100.00	1,300.00	2,000.00	700.00	65.0
55-84-85 ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90 FLEET	1,067.16	9,277.94	15,000.00	5,722.06	61.9
55-84-97 FLEET LEASES	.00	9,080.80	10,000.00	919.20	90.8
TOTAL WATER - OTHER EXPENSES	7,072.82	382,712.53	1,198,308.00	815,595.47	31.9
<u>TRANSFERS & CONTINGENCIES</u>					
55-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	143,452.29	2,025,602.52	3,180,715.00	1,155,112.48	63.7
NET REVENUE OVER EXPENDITURES	28,683.87	143,582.62	.00	(143,582.62)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

STORM WATER UTILITY FUND

ASSETS

58-1190	CASH-ALLOCATION FROM GEN. FUND	2,102,159.16	
58-1311	STORM WATER ACCTS. RECEIVABLE	19,934.27	
58-1312	ALLOWANCE FOR BAD DEBTS	(100.00)	
58-1411	DUE FROM OTHER GOVERNMENT	3,744.00	
58-1501	NET PENSION ASSET	803.00	
58-1502	DEFERRED OUTFLOWS - PENSION	29,104.00	

TOTAL CURRENT ASSETS		2,155,644.43
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PROPERTY AND EQUIPMENT

58-1611	LAND	102,540.00	
58-1631	IMPROVEMST. OTHER THAN BLDGS.	8,906,781.84	
58-1651	MACHINERY AND EQUIPMENT	104,849.41	
58-1690	ACCUMULATED DEPRECIATION	(1,501,380.90)	

TOTAL PROPERTY AND EQUIPMENT		7,612,790.35
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TOTAL ASSETS		9,768,434.78
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LIABILITIES AND EQUITY

LIABILITIES

58-2131	ACCOUNTS PAYABLE	66,429.90	
58-2141	COMPENSATED ABSENCES PAYABLE	13,727.90	
58-2201	NET PENSION LIABILITY	13,384.00	
58-2202	DEFERRED INFLOWS - PENSION	368.00	
58-2250	WAGES PAYABLE	2,946.47	

TOTAL LIABILITIES		96,856.27
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FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

58-2980	BEGINNING OF YEAR	8,578,893.87	
58-2995	RESTRICTED-STORM WTR IMPT FEES	927,561.43	
	REVENUE OVER EXPENDITURES - YTD	165,123.21	

BALANCE - CURRENT DATE		9,671,578.51
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TOTAL FUND EQUITY		9,671,578.51
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TOTAL LIABILITIES AND EQUITY		9,768,434.78
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WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

STORM WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUE</u>					
58-37-11	STORM SYS. MAINT. & CONST. FEE	18,657.47	221,760.59	215,000.00	(6,760.59)	103.1
58-37-17	PENALTIES	30.25	98.00	150.00	52.00	65.3
58-37-90	FUND BALANCE	.00	.00	2,349.00	2,349.00	.0
58-37-91	STORM WATER IMPACT FEE BALANCE	.00	.00	56,377.00	56,377.00	.0
	TOTAL OPERATING REVENUE	18,687.72	221,858.59	273,876.00	52,017.41	81.0
	<u>OTHER FINANCING SOURCES</u>					
58-38-05	STORM WATER IMPACT FEES	30,184.81	182,506.50	105,100.00	(77,406.50)	173.7
58-38-70	INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
58-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	30,184.81	182,506.50	145,100.00	(37,406.50)	125.8
	TOTAL FUND REVENUE	48,872.53	404,365.09	418,976.00	14,610.91	96.5

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
58-81-11 SALARIES AND WAGES	9,898.83	94,605.60	102,999.00	8,393.40	91.9
58-81-13 BENEFITS	5,369.92	38,510.19	53,900.00	15,389.81	71.5
58-81-27 STORM SYS. MAINT. & REPAIR	231.00	5,822.43	20,000.00	14,177.57	29.1
58-81-28 CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34 CREDIT CARD FEES	397.60	3,509.08	1,100.00	(2,409.08)	319.0
58-81-40 SWEEPING & PREVENTATIVE CARE	.00	14,834.05	12,000.00	(2,834.05)	123.6
58-81-42 STRM SYS MAINT & PHS II COMP.	.00	1,938.97	2,500.00	561.03	77.6
58-81-43 SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
TOTAL PRIMARY OPERATING EXPENSES	15,897.35	159,220.32	207,499.00	48,278.68	76.7
<u>STORM WTR UTILITY - OTHER EXP.</u>					
58-84-05 STORM SYSTEM IMPACT FEE PROJ.	.00	17,416.99	17,417.00	.01	100.0
58-84-20 RISK MANAGEMENT	49.58	3,811.83	3,500.00	(311.83)	108.9
58-84-30 DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	1,390.00	1,500.00	110.00	92.7
58-84-44 VEHICLE REPLACEMENT	.00	39,660.57	85,271.00	45,610.43	46.5
58-84-83 CAPITAL PROJECTS	.00	7,287.96	7,289.00	1.04	100.0
58-84-90 FLEET EXPENSE	152.46	1,373.41	2,500.00	1,126.59	54.9
58-84-97 FLEET LEASES	.00	9,080.80	10,000.00	919.20	90.8
TOTAL STORM WTR UTILITY - OTHER EXP.	202.04	80,021.56	191,477.00	111,455.44	41.8
<u>DEPARTMENT 90</u>					
58-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	16,099.39	239,241.88	418,976.00	179,734.12	57.1
NET REVENUE OVER EXPENDITURES	32,773.14	165,123.21	.00	(165,123.21)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

DEBT SERVICE

ASSETS

70-1190	CASH ALLOCATION TO OTHER FUNDS		12,185.46	
			<u>12,185.46</u>	
	TOTAL CURRENT ASSETS			<u>12,185.46</u>
	TOTAL ASSETS			<u>12,185.46</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
70-2980	UNASSIGNED FUNDS	(105,735.35)		
70-2990	RESTRICTED FOR DEBT SERVICE	117,920.81		
		<u>117,920.81</u>		
	BALANCE - CURRENT DATE		12,185.46	
			<u>12,185.46</u>	
	TOTAL FUND EQUITY			<u>12,185.46</u>
	TOTAL LIABILITIES AND EQUITY			<u>12,185.46</u>

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

CDRA FUND

ASSETS

85-1190	CASH ALLOCATION TO OTHER FUNDS	(	369,724.22)	
85-1361	PROPERTY TAXES DEFERRED		15,087.00	
	TOTAL CURRENT ASSETS		(	354,637.22)
	TOTAL ASSETS		(	354,637.22)

LIABILITIES AND EQUITY

LIABILITIES

85-2275	DEFERRED REVENUE		15,087.00	
	TOTAL LIABILITIES			15,087.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS		122,083.23	
	REVENUE OVER EXPENDITURES - YTD	(	491,807.45)	
	BALANCE - CURRENT DATE	(	369,724.22)	
	TOTAL FUND EQUITY		(	369,724.22)
	TOTAL LIABILITIES AND EQUITY		(	354,637.22)

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

CDRA FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
85-31-08	INTERFUND LOAN	.00	.00	576,000.00	576,000.00	.0
85-31-10	PROPERTY TAX INCREMENT	.00	222,145.00	140,000.00	(82,145.00)	158.7
	TOTAL REVENUE	<u>.00</u>	<u>222,145.00</u>	<u>716,000.00</u>	<u>493,855.00</u>	<u>31.0</u>
	TOTAL FUND REVENUE	<u>.00</u>	<u>222,145.00</u>	<u>716,000.00</u>	<u>493,855.00</u>	<u>31.0</u>

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
85-44-65	LONG-TERM DEBT EXPENSE	128,000.00	419,000.00	419,000.00	.00	100.0
	TOTAL EXPENDITURES	128,000.00	419,000.00	419,000.00	.00	100.0
	<u>DEPARTMENT 84</u>					
85-84-15	INTEREST EXPENSE	4,667.00	294,952.45	297,000.00	2,047.55	99.3
	TOTAL DEPARTMENT 84	4,667.00	294,952.45	297,000.00	2,047.55	99.3
	TOTAL FUND EXPENDITURES	132,667.00	713,952.45	716,000.00	2,047.55	99.7
	NET REVENUE OVER EXPENDITURES	(132,667.00)	(491,807.45)	.00	491,807.45	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

GENERAL FIXED ASSETS

ASSETS

PROPERTY AND EQUIPMENT

91-1611	LAND	12,414,742.82	
91-1612	INFRASTRUTURE	35,348,916.90	
91-1621	BUILDINGS	2,163,653.16	
91-1631	IMPROVMNTS OTHER THAN BLDGS.	2,703,562.03	
91-1641	OFFICE FURNITURE AND EQUIPMENT	72,662.97	
91-1651	MACHINERY AND EQUIPMENT	717,365.26	
91-1661	AUTOMOBILES AND TRUCKS	1,005,206.08	
91-1711	CONSTRUCTION WORK IN PROGRESS	119,667.68	
91-1750	ACCUMULATED DEPRECIATION	(9,464,782.66)	
TOTAL PROPERTY AND EQUIPMENT			45,080,994.24
TOTAL ASSETS			45,080,994.24

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	45,080,994.24	
BALANCE - CURRENT DATE		45,080,994.24	
TOTAL FUND EQUITY			45,080,994.24
TOTAL LIABILITIES AND EQUITY			45,080,994.24

WEST POINT CITY CORPORATION
BALANCE SHEET
JUNE 30, 2025

FUND 92

ASSETS

92-1501	NET PENSION ASSET	905.00	
92-1502	DEFERRED OUTFLOWS OF RESOURCES	295,347.00	
	TOTAL CURRENT ASSETS		296,252.00
	TOTAL ASSETS		296,252.00

LIABILITIES AND EQUITY

LIABILITIES

92-2000	LONG TERM DEBT ACCOUNT GROUP	6,039,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE	103,259.51	
92-2201	NET PENSION LIABILITY	168,969.00	
92-2202	DEFERRED INFLOWS OF RESOURCES	13,199.00	
92-2551	ACCRUED INTEREST PAYABLE	25,194.00	
	TOTAL LIABILITIES		6,349,621.51

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(7,032,870.36)	
	REVENUE OVER EXPENDITURES - YTD	979,500.85	
	BALANCE - CURRENT DATE	(6,053,369.51)	
	TOTAL FUND EQUITY		(6,053,369.51)
	TOTAL LIABILITIES AND EQUITY		296,252.00

CITY COUNCIL STAFF REPORT

Subject: Interlocal Agreement with DSD – Horizon Jr. High
Author: Kyle Laws
Department: Executive
Meeting Date: August 19, 2025



Background

The Davis School District (DSD) has built a new Jr High School in West Point and has named it Horizon Jr High. The City has expected this new Jr High for many years and has planned to partner with DSD to expand the gymnasium for our recreation programs. The school is complete and opened this week for the new school year. Construction of the gymnasium is not quite complete but should be finished in the coming months.

Analysis

Over the last two years, the City and the Davis School District have been working out the details of an Interlocal Agreement that outlines how the joint use of the building will work. This has been a very collaborative process and we sincerely appreciate the DSD and the superintendent's office for their willingness to work through this. They have been a great partner and we are very happy with the outcome of this agreement. The full agreement is attached and below is a summary of some of the key points:

Use of the Facility

- **Shared Spaces:** Gymnasium, basketball courts, running track, weight area, dance studio, pickleball/basketball courts (outdoors)
- **Exclusive to City:** City offices (≈4,000 sq ft), gym storage
- **Scheduling:**
 - **School Days:**
 - DSD: 7:00 a.m.–5:00 p.m.
 - City: 5:30 p.m.–midnight + all weekends & non-school days
 - 5:00–5:30 p.m. is a transition time
 - **Summer:** City primary use; School use for camps/orientation/floor work
- **Rentals to Others:** District can rent during non-City times; revenue split 50/50 after expenses

Cost & Maintenance Responsibilities

Gym & Indoors

- **DSD:**
 - Owns facility
 - Cleans during school year; maintains landscaping, exterior
 - Schedules major repairs
- **City:**
 - Cleans during City hours/summer; maintains City-exclusive areas
 - Pays 50% of major joint-area maintenance (wood floor, roof, track, divider)
 - Pays utilities, lighting, custodial & tech during City hours
 - Snow removal for walkway to City offices.

Outdoor Courts

- City maintains pickleball lighting; covers upgrades to basketball standards

Damage Repairs

- Responsible party at time of damage pays
- If unknown, cost split 50/50

Parking Lots

- A & B (west side of school) = DSD owns and maintains
- C (east side of school) = shared (west half DSD owns, east half City owns)
- City reimburses 50% of Lot C resurfacing
- District cleans/snow removal on school days; City may snowplow weekends/holidays

Key Legal & Financial Points

- **City investment:** \$8.96M toward Gym expansion & City office space.
- **Duration:** 50 years, with review/amendment possible by mutual consent.
- **Bond Compliance:** Must avoid uses that jeopardize tax-exempt status of City bonds.

Recommendation

Staff recommends approval of the Interlocal Agreement by Resolution

Attachments

Resolution

Agreement

RESOLUTION NO. 08-19-2025A

**A RESOLUTION APPROVING AN
INTERLOCAL AGREEMENT WITH THE
DAVIS SCHOOL DISTRICT FOR JOINT USE
OF RECREATION FACILITIES AT
HORIZON JR. HIGH**

WHEREAS, West Point City, a Municipal Corporation, hereafter referred to as the “City,” is a public body of the State of Utah; and

WHEREAS, the Board of Education of Davis School District, hereafter referred to as the “District”, is a public body organized and existing under the laws of the State of Utah; and

WHEREAS, the District owns property located at approximately 4500 W 700 S, West Point, UT upon which it has constructed a junior high and supporting facilities named Horizon Junior High, hereafter referred to as “Horizon Junior High”; and

WHEREAS, As part of the Horizon Junior High facilities, the District has built a gymnasium (“Gym”), City Offices, parking lots, and outdoor playfields to support its educational programs; and

WHEREAS, the District and City shared in the costs associated with the planning, construction, furnishing and otherwise establishing expanded facilities so that they may also serve as a City recreation facility to meet the needs of both Parties and result in significant fiscal savings to taxpayers within the City and District; and

WHEREAS, the Parties desire to enter into an agreement to govern the joint use, responsibilities, and duties in the maintenance and use of said shared facilities, hereafter referred to as the “Agreement”; and

WHEREAS, in accordance with the Utah Interlocal Cooperation Act set forth in UCA §11-13-213 the Parties are authorized to enter into this Agreement; and

WHEREAS, the City Council has reviewed the proposed Agreement and finds it acceptable and in good order.

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

SECTION ONE. APPROVAL OF INTERLOCAL AGREEMENT FOR HORIZON JUNIOR HIGH FACILITIES.

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.

SECTION TWO. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the West Point City Council this 19th day of August, 2025

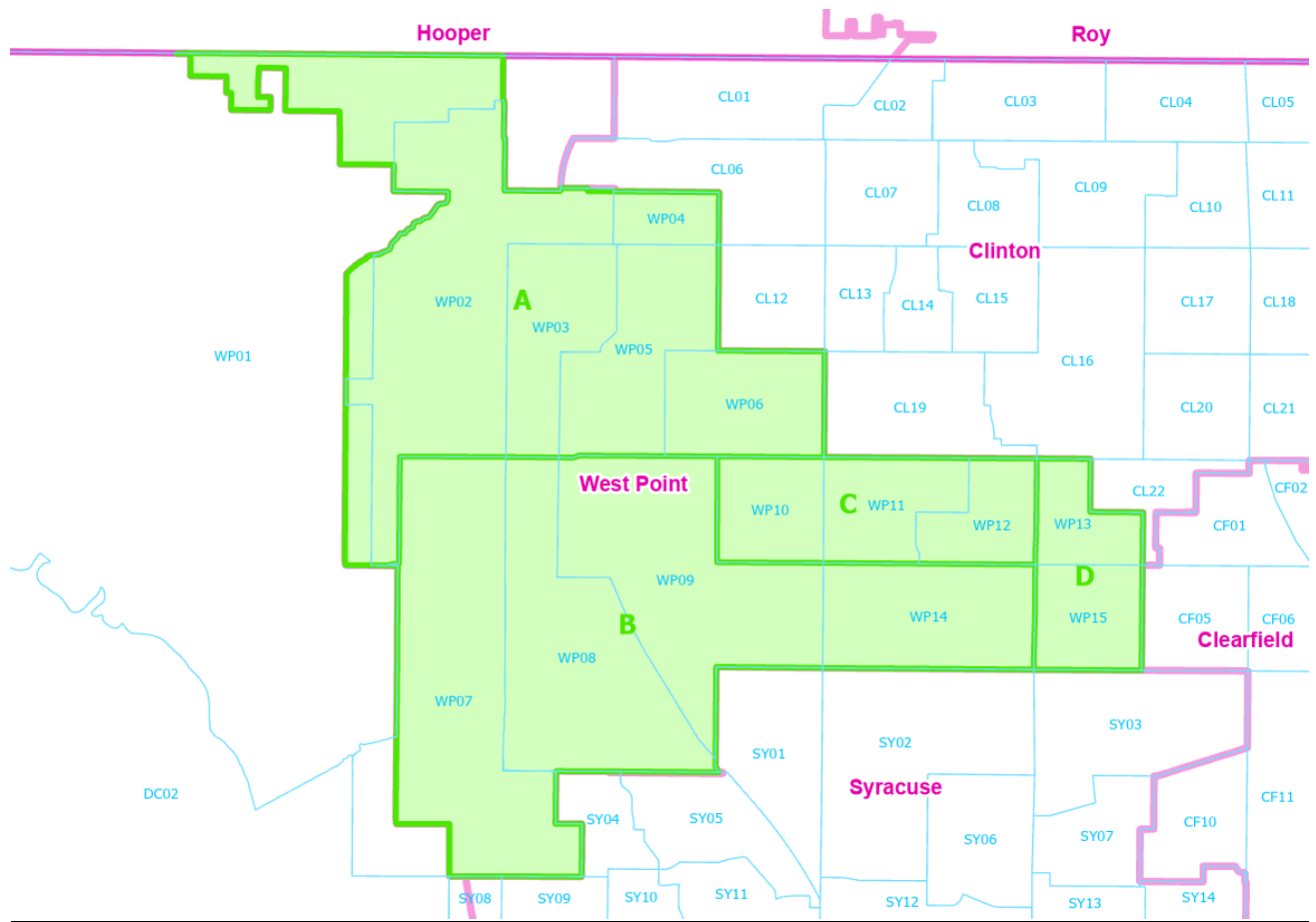
WEST POINT CITY, a Municipal Corporation

BY: _____
BRIAN VINCENT,
MAYOR

ATTEST:

CASEY ARNOLD,
CITY RECORDER

EXHIBIT A



**INTERLOCAL AGREEMENT
West Point City – Davis School District**

**Horizon Jr. High Gymnasium, Playing Fields, Parking Areas, and other Supporting
Facilities
4500 W 800 S, Utah 84015**

THIS AGREEMENT is made and entered into as of the ____ of _____, 2025, by and between BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, a public body organized and existing under the laws of the State of Utah, having its principal office at 45 East State Street, City of Farmington, County of Davis, State of Utah (hereinafter referred to as the “District”) and WEST POINT CITY, a Municipal Corporation with its principal offices at 3200 West 300 North, City of West Point, County of Davis, State of Utah (hereinafter referred to as the “City”). The District and the City are sometimes referred to herein collectively as the “Parties.” The Parties agree as follows:

RECITALS

1. The District owns a parcel of property located at approximately 4500 W 700 S, in West Point City, upon which it has constructed a junior high school and supporting facilities. The school has been given the name of Horizon Junior High and will therefore be identified herein as “Horizon Junior High.”
2. As part of the Horizon Junior High facilities, the District has built a gymnasium (“Gym”), City Offices, and outdoor playfields to support the educational programs.
3. The District and City desire to utilize the gym so that it will serve as a community recreation facility to meet the needs of both Parties and result in significant fiscal saving to taxpayers within the City and District.
4. The school and recreational the facilities are detailed in the Master Plan and shall include:
 - a. Junior High School; and
 - b. City Offices; and
 - c. Gym; and
 - d. Indoor track with weight area; and
 - e. Dance Studio

- f. Parking areas; and
 - g. Other supporting facilities and grounds.
- 5. The District and City shared in the costs associated with the planning, construction, furnishing and otherwise establishing the Gym and Parking Lot C in order to augment their school and recreational facilities as outlined herein.
- 6. The Parties have assigned responsibilities and duties in the maintenance and use of the facilities as described herein.
- 7. The District and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §§11-13-101 et seq. No separate legal or administrative entity is created by this Agreement.
- 8. The Parties are now desirous of entering into the Agreement for said purposes as more fully described herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants, promises, and conditions contained herein, and other good and valuable consideration, it is hereby agreed by and between the District and City as follows:

SECTION ONE: DURATION OF AGREEMENT

The portions of this Agreement regarding development, use and maintenance shall continue and remain in full force and effect for a period of fifty (50) years unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provisions contained herein.

This agreement shall be reviewed by the Parties at the request of either party and may be amended with mutual written agreement of the parties.

SECTION TWO: PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a legal means for the Parties to utilize and maintain public facilities more efficiently and to avoid duplication of facilities thereby providing a more efficient expenditure of public funds.

SECTION THREE: FINANCIAL RESPONSIBILITIES OF PARTIES IN PLANNING AND CONSTRUCTION

Certain areas and facilities shown in the Master Plan will be for the sole use of a single Party to this Agreement while other areas and facilities will be jointly used by the Parties. The assignment of responsibility for operation, maintenance and upkeep of the facilities are outlined in Sections Four through Twelve of this Agreement. The City has reimbursed the District EIGHT MILLION, NINE HUNDRED AND SIXTY-THREE THOUSAND, SIX HUNDRED AND ELEVEN DOLLARS. (\$8,963,611.00) for the shared use areas of the Gym and the City's office space. The Parties shall apportion the costs associated with the maintenance and development of the facilities according to the intended use and ownership as follows:

A. Parking Lots

The Parking Lots (Lots A, B, and the west half of Lot C) will remain under the ownership of and be located on District Property and will serve as parking areas for patrons of Horizon Junior High School. The East half of Lot C was purchased by the city and will be located on city property. The City will reimburse the District for fifty percent (50%) of the resurfacing of Lot C when determined necessary at the District's option.

B. Football Field

The Football Field will be under the ownership of the District. The District assumed the cost of development of the Football Field. The District has sole discretion over their use as described in District Policy 6F-104 Facility Rental Permit and Use Policy.

C. Horizon Junior High School

Horizon Junior High School, not including the Gym of City Offices, will be under the sole control and ownership of the District and is not intended for joint use under this Agreement.

D. Gym

The Gym and its supporting facilities will remain in the ownership of the District and will be jointly used by the Parties. The District's original plans for the Gym as a single use facility were increased to accommodate the joint use of the City. The increased area of the Gym will benefit both the City and the District. As such, the City paid the cost of the Gym which is attributable to that increased size. The District paid for the remaining portions.

equipment such as volleyball standards and other sports equipment will be provided by and maintained by each party individually.

In consideration of the City's contribution in development of the Gym, the City shall be allowed to use the Gym as outlined in this Agreement. The Parties recognize that each is contributing good and valuable consideration to the other in this exchange.

SECTION FOUR: GYMNASIUM AND SUPPORTING FACILITIES USE AND MAINTENANCE

The Gym is connected to Horizon Junior High School and contains a lobby, indoor running track, weight area, basketball courts, locker rooms, offices, dance studio and storage areas. The Parties will jointly use the Gym, indoor basketball courts, indoor running track, dance studio and weight area. The City will not use or access the classrooms, student common areas, teacher's offices, or student locker rooms. The City will have exclusive use and access of the City office and Gym storage areas.

A. Ownership of Gym

The District shall own, maintain, and operate the Gym and its supporting facilities at its sole expense and discretion except as otherwise provided herein. The District agrees to maintain insurance for the repair or reconstruction in the event of a serious catastrophe, whether it be caused naturally or whether it is manmade.

B. Use and Scheduling of Gym

The scheduling of the joint use areas of the Gym will be done annually by the Parties by and through the Horizon Junior High Principal or one designated in writing by the Horizon Junior High Principal and the City's Recreation Director or one designated in writing by the City Manager. This is to be done prior to September 1st each year and the agreed scheduling will be for the following twelve (12) month period. Additional scheduling may occur as necessary during the school year. The primary purpose of this scheduling process is to identify when one Party may need the Gym at a time that is generally scheduled for the other Party and to avoid conflicts in scheduling.

The general scheduling will provide that the District has exclusive use of the joint use areas of the Gym, including the restrooms, indoor running track, and weight area each school day from 7am until 5:00 p.m. The City will have exclusive use of the joint use areas of the

Gym, including the restrooms, indoor running track, and weight area, from 5:30pm to midnight each school day and all day Saturday and Sunday, unless previously scheduled by the District through the scheduling process, and each day that no school is scheduled. The dance studio will be available to the city after 5:30pm and up to 7:00am on school days. During school days 5:00 p.m. to 5:30 p.m. is a transition time between the parties to allow Junior High activities to conclude and for cleaning and set-up. The City shall be responsible to ensure that the building is secure at the end of the day. All use and security will be coordinated with the District's 24-hour security staff.

While school is not in session during the summertime, the City will have primary use of the Gym, with scheduled allowances for school needs such as camps, 7th grade orientation, and gym floor refinishing. Additional scheduling may occur as necessary during the school year. Both Parties will utilize their best efforts to provide for the use of the Gym by both Parties in a cooperative manner. Teacher preparation days are considered "school days" for the purposes of this agreement.

A determination by the District to close the Gym shall not preclude use by the City. For example, if the District is the subject of a job action, such as a strike, and the District determines to close Horizon Junior High, including the Gym, such action shall not preclude the City's use thereof, scheduled or otherwise.

C. Maintenance of Gym

- i. Outside the Building. The District agrees to be responsible for the upkeep and maintenance of both landscaping and the parking area outside of the building as a part of its maintenance of Horizon Junior High School, with the exception of snow removal on the walkway directly outside the entrance to the City Offices.
- ii. Inside the Building. The District agrees to be responsible for the daily cleaning and routine maintenance of the structure during the school year except where otherwise provided below. During the summer months this cleaning and maintenance may be reduced to weekly. During the summer, and otherwise during the hours the City possesses the Gym, the City will be responsible for routine custodial duties including emptying trash receptacles, sweeping floors, cleaning toilet

facilities and keeping the facility orderly. The City will also have sole responsibility for cleaning all areas of exclusive use, such as the city office area and corresponding restrooms.

- iii. Significant Maintenance Projects. The City agrees to reimburse the District for fifty percent (50%) of the cost of the following: annually scheduled Summer refinishing of the athletic wooden floor surface; motorized gym court divider maintenance and replacement; track resurfacing; roof repair and/or replacement; and other regular maintenance projects in the joint use areas of the facility. Each party will be responsible for 100% of the cost of maintenance in their respective exclusive use areas of the facility. The District shall be responsible for scheduling the maintenance. Significant maintenance projects shall be included in the yearly schedule identified in subsection B above. However, damages beyond reasonable wear and tear shall be provided for as outlined in Section Eight.

D. Operating Expenses. The City shall be responsible for payment to the District of all cost for lighting, utilities, custodial services, and auditory management and technical support and all similar or related expenses (the “Operating Expenses”) during the period of use by the City. Such costs and expenses shall be billed to the City. The Parties recognize that these costs may be negotiated in trade for like value of benefit received by each Party as part of the Master Interlocal Agreement between the Parties.

E. Security and Access

The District agrees to provide the necessary keys, identification numbers, or access codes to the City’s representative to accommodate direct access. The City agrees to secure keys, badges, or codes and will not be released to any third party or other person. If such unauthorized release or loss occurs, the City agrees to notify the District immediately and to reimburse the District all necessary expenses for changing any numbers, codes, or keys. The City agrees to keep access doors to the Gym locked when not occupied. The City will reimburse the District if District officials have to be called out to secure unlocked doors.

F. City Offices

Attached to the West end of the Gym is approximately 4000 square feet of City Office space which is the sole responsibility of the City. The City will provide its own custodial services, maintenance, snow removal, and negotiate a separate internet/phone/Wifi connection. The City will reimburse the District pro rata relative to the square footage for utilities.

H. Rental to Outside Groups

The District shall have the right to rent the Gym to third parties according to its own policies and procedures during those times which are not designated for exclusive use by the City. Any fees collected in conjunction with such rental of the Gym shall be split equally between the city and district after all expenses for such activity are paid. Any revenues generated from school/district fundraising activities will be retained by the district. If the District rents the Gym it is agreed that the District will provide appropriate staffing to monitor the facility throughout the rental period. It is also agreed that all office, gym equipment and storage space that is exclusively West Point City's will remain locked and protected during the rental period.

The District acknowledges that the City plans to partially pay for its interest acquired hereunder from the proceeds of bonds (the "Bonds") the interest on which will be excludable for federal income tax purposes of the Internal Revenue Code of 1986, as amended (the "Code"). The District understands that City must comply with certain requirements in the Code in order to assure that the interest on any Bonds do not become includible in gross income for purposes of federal income tax. Among other things, the City will covenant that no use will be made of the Facilities that would bring about a violation of the requirements of the Code. In furtherance of that covenant, the District agrees that no use of the Facilities will be permitted that would bring about a violation of the requirements of the Code. The District and the City may engage counsel expert in the matters of tax-exempt bonds to provide guidance with respect to permissible uses of the Facilities.

SECTION FIVE: JUNIOR HIGH SCHOOL

Except as otherwise agreed upon herein, the District shall have responsibility for the upkeep and maintenance of Horizon Junior High School. This shall include both the interior and exterior of the facilities.

SECTION SIX: PICKLEBALL AND OUTDOOR BASKETBALL COURTS

Directly East of Horizon Junior High lie basketball and pickleball courts which will be shared by the City and District on the same schedule and process as the Gym. The City will pay to install and maintain lights on the pickleball court as well as the increased costs of upgraded basketball standards. Regular maintenance, repairs and cleaning of the lights will be provided by the City at the City's sole expense. Regular maintenance of the basketball standards will be shared equally between the city and district. See section 8 for responsibility associated with damage of basketball standards.

SECTION SEVEN: PARKING AREAS OWNERSHIP, USE, AND MAINTENANCE

The Parking Lots A and B remain under the ownership and exclusive use of the District. Lot C will be used by both parties to serve as parking areas for patrons of Horizon Junior High School, the Gym, and the surrounding facilities. The District shall assume responsibility for repair and maintenance of the asphalt and parking area around the building at its own cost and expense—except for the shared expense of Lot C. The cost of any special projects to maintain parking areas shall be shared proportionally by the Parties. Any special projects shall be scheduled with the knowledge and consent of both Parties so as to have the least impact to the Parties' use of the surrounding facilities and accommodate the Parties' budgeting processes. The District shall be responsible for routine cleaning of the parking lots. The District shall be responsible for snow removal on the days which school is in session. The City may provide snow removal on weekends or holidays when school is not in session at its own discretion.

SECTION EIGHT: DAMAGE AND REPAIRS

Any repairs necessary due to damage to any of the joint use areas in this agreement will be paid for by the Party that had possession of the area at the time the damage occurred. If it cannot be determined which Party was in possession of the joint use area at the time the damage occurred, the amount of repairs will be determined and the Parties agree to share equally in the costs of those repairs.

The Parties shall use the facilities in a careful and prudent manner and take all necessary precautions to minimize or eliminate unnecessary wear or damage to the facilities.

SECTION NINE: LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for conducting its respective activities. Each Party agrees to maintain public liability and property damage insurance covering activities to be conducted under the terms of this Agreement in the amount not less than a Combined Single Limit Coverage of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

Each of the Parties agrees to indemnify the other against any and all expenses, liabilities, and claims of every kind, including attorney's fees, made by or on behalf of any person or entity arising from injury or damage that occurs in or about a joint use facility when the claimant was an occupant of that area of the facility or was a participant or spectator in an activity of a Party, or any other claim made by any third Party against one of the Parties as a result of the use of that joint use area by the Party, or by anyone using or occupying that area of the facility pursuant to the consent and permission of the Party.

SECTION TEN: ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein or transfer or dispose of any of the Facilities without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void. Furthermore, any such assignment, transfer or disposition shall acknowledge the rights of the non-transferring Party and such transfer, assignment or disposition shall be subject to the rights hereunder of the non-transferring Party.

SECTION ELEVEN: ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representations of any kind shall not be binding upon either Party except to the extent incorporated in this Agreement.

SECTION TWELVE: MODIFICATION IN WRITING

The Parties anticipate that there may be amendments and modifications to this Agreement. However, any such modification or amendment to this Agreement shall be binding only if it is in writing and signed by both Parties with the same formality as connected with the execution of this Agreement.

SECTION THIRTEEN: BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

SECTION FOURTEEN: PURCHASE OF OTHER PARTY'S INTEREST

The Parties agree that, upon the willingness of both Parties, a Party may purchase the other Party's interest in the facilities described herein, or any part thereof. The purchase is to be based on fair market value at the time of purchase. If a Party desires to sell its interest, the other Party shall have first right to refusal for the purchase of said interest. If ownership changes, the District shall include in the provisions of the transaction that the new owner shall acknowledge the City as a tenant with the same rights of use as exist within this agreement.

SECTION FIFTEEN: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

SECTION SIXTEEN: DEFAULT

In the event of a default of this agreement by either Party, said Party shall have thirty (30) days to cure said default. The Parties agree to negotiate in good faith to resolve any and all conflicts. It is agreed that this Agreement shall not be terminated for default unless it can be shown that the defaulting Party acted in bad-faith or with malice in causing the default.

SECTION SEVENTEEN: ATTORNEYS FEES

Should the services of any Attorney be required to enforce this Agreement, the defaulting Party agrees to pay reasonable Attorney's fees and costs.

SECTIONS EIGHTEEN: NOTICE

Any notice to respective Parties shall be as follows:

For the City:

City Manager
West Point City
3200 W 300 N,
West Point Utah 84015

For the District:

Superintendent of Schools
Davis School District
45 East State Street
P.O. Box 588
Farmington, Utah 84025

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed as of the day and year first above written.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

BRIGIT GERARD

President
Davis School District

ATTEST:

BRIAN VINCENT

Mayor
West Point City

ATTEST:

TIM LEFFEL
Business Administrator

CASEY ARNOLD
City Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BEN ONOFRIO
Attorney for District

FELSHAW KING
Attorney for City

DAVIS SCHOOL DISTRICT

STATE OF UTAH)

:ss.

COUNTRY OF DAVIS)

On the _____ day of _____, 2025 personally appeared before me BRIGIT GERRARD and TIM LEFFEL, who being by me duly sworn did say, each for himself, that he, the said BRIGIT GERRARD, is President of the Board of Education of Davis School District, and he, the said TIM LEFFEL, is the Business Administrator of the Board Education of Davis School District, and that the within and foregoing instrument was signed on behalf of the said Board of Education of Davis School District by authority of a Resolution of the said Board of Education of Davis School District and said BRIGIT GERRARD and TIM LEFFEL, each duly acknowledged to me that the said Board of Education of Davis School District executed the same and the seal affixed is the seal of the said Board of Education of David School District.

Notary Public

Residing at:

My Commission Expires:

WEST POINT CITY

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the _____ day of _____, 2025 personally appeared before me Brian Vincent and Casey Arnold, who being by me duly sworn did say, each for himself, that he, the said BRIAN VINCENT, is the Mayor of West Point City, Davis County, State of Utah, and Casey Arnold, is the City Recorder of West Point City, Davis County, State of Utah, and that the within and foregoing instrument was signed on behalf of the City by authority of the City Council.

NOTARY PUBLIC

Residing at:

My Commission Expires:

Addendum A – Site map of Project

CITY COUNCIL STAFF REPORT

Subject: West Davis Highway Agreements

Author: Boyd Davis

Department: Engineering

Meeting Date: August 19, 2025



Background

The West Davis Highway construction will begin soon. UDOT anticipates advertising for bids before the end of the year. Because this phase of the project is almost entirely located in West Point City, there are several items that affect the city. UDOT has prepared agreements that address impacts to the city and outline the cities responsibilities. The project manager from UDOT will be at the meeting to answer any questions that the city council may have.

Analysis

There are six different agreements that the city council will need to consider approving that cover the following topics. A brief summary of each agreement is also included and the full agreements are attached to this report.

Park-and-Ride Lot

- UDOT will construct and pay for the park-and-ride lot.
- The city will maintain the lot, which includes:
 - Snow removal
 - Maintenance of landscaping
 - Lighting and electrical power to lighting
 - Police protection / security
 - Trash removal
 - Replacement of signs
 - Pavement maintenance
 - Signing / Striping
 - Mowing weeds up to the UDOT fence along the N/A line.
- UDOT can give 30 days notice if not properly maintained.
- City will own the lot, but UDOT can take it back if needed.
- City has reviewed and approved the plans.
- City will not access the lot from the West Davis Highway (WDH)

Trail

- The city will own and maintain the trail. Maintenance includes:
 - Pavement maintenance
 - Bridge maintenance
 - Wall maintenance
 - Fence maintenance
 - Snow removal

- Maintenance of landscaping
- Mowing weeds
- Police protection / security
- Trash removal
- Signing / Striping
- UDOT can give the city 30 days notice if not properly maintained
- City has reviewed and approved plans
- No access to the trail from the WDH

Utilities

- UDOT will replace 12" sewer line at 200 South
- UDOT will abandon waterline from 800 N to 1300 N
- UDOT will perform the work at no cost to the city
- The city may inspect the work
- UDOT will grant an easement for future relocation of the sewer line

Lighting

- The city will maintain lights in the following locations:
 - Under the structure at SR-193
 - Under the structure at 300 N
 - Under the structure at 800 N
 - Under the structure at 1300 N
 - Emigrant trail crossing at 1300 N
- UDOT will install the lights at no cost to the city
- The city will add the lights to our account and pay for the power service

Drainage

- The city will allow UDOT to discharge runoff water from the WDH at the following locations
 - 300 N (into the existing 36" storm drain)
 - 1300 N (into the existing 24" storm drain)
- UDOT will maintain their detention ponds

Landscaping (already covered in the existing master landscaping agreement)

- The city will maintain and city-installed or city-requested landscaping within the UDOT right-of-way
- UDOT will allow access to maintain the landscaping

Recommendation

No action required, this is for discussion only.

Significant Impacts

None.

Attachments

Agreements

COOPERATIVE AGREEMENT

Park and Ride

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **West Point City ("CITY")**, a political subdivision of the State of Utah.

RECITALS

WHEREAS, **UDOT** has prepared plans, specifications, estimates of costs and is constructing a certain section of highway identified as S-R199(381), SR-177 in Davis COUNTY, Utah, ("WDC"); and

WHEREAS, Work shall be defined as: all duties and services to be furnished and provided by the UDOT contractor as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the **UDOT** or other persons.

WHEREAS, the parties desire to identify the ownership, maintenance, and operations responsibilities of the park and ride improvements covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SPECIAL PROVISIONS

1. WDC PARKING LOT OWNERSHIP AND MAINTENANCE

1.1. UDOT will construct a Park and Ride Parking lot within the **CITY**. The Park and Ride lot is located off SR-37 (1800 North) on the East Side of SR-177 (West Davis Highway). The **CITY** shall maintain in good, usable condition, at no cost to UDOT, all Parking Lot facilities constructed by the Project, within **CITY** boundaries, including:

- Snow removal
- Maintenance of landscaping
- Lighting and electrical power to lighting
- Police protection / security
- Trash removal
- Replacement of signs
- Pavement maintenance
- Signing / Striping
- Mowing weeds up to the UDOT fence along the N/A line.

- 1.2. If the **CITY** does not maintain the Facility, **UDOT** will notify the **CITY**. If the **CITY** does not perform the work within 30 days, **UDOT** may perform the work and charge the **CITY**.
- 1.3. **UDOT** will transfer ownership of the real property on which the Park and Ride facility resides to the **CITY** at no cost. **CITY** agrees it will use the property for the sole purpose of the Park and Ride facility. If **UDOT** decides to use the property for any of its projects, the **CITY** will transfer the property to **UDOT** at no cost and **UDOT** will remove and / or relocate any improvements as needed for **UDOT**'s project, with no reimbursement to the **CITY** for the improvements.
2. Through its Region 1 South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY**'s facilities.
3. The **CITY** has reviewed and approved the plans and specifications for the construction of the Park and Ride located off SR-37 (1800 N) on the East side of SR-177 (West Davis Highway)
4. The parties agree that the **CITY** will access the Park and Ride Parking lot from outside the SR-177 No-Access Lines for which **UDOT** agrees no permit is needed.
5. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.
7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
9. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid.
10. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences,

clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

11. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
12. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

West Point City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office

has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

COOPERATIVE AGREEMENT

Trail

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **West Point City ("CITY")**, a political subdivision of the State of Utah.

RECITALS

WHEREAS, UDOT has prepared plans, specifications, estimates of costs and is constructing a certain section of highway identified as S-R199(381), SR-177 in Davis COUNTY, Utah, ("WDC"); and

WHEREAS, Work shall be defined as: all duties and services to be furnished and provided by the UDOT contractor as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the **UDOT** or other persons.

WHEREAS UDOT will construct "trail facilities", defined as trail pavement, bridges, walls, fencing, and all other appurtenances to the trail.

WHEREAS the parties desire to identify the ownership and maintenance responsibilities of the trail facilities covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SPECIAL PROVISIONS

1. TRAIL OWNERSHIP AND MAINTENANCE

1.1. The **CITY** shall own and maintain in good, usable condition, at no cost to UDOT, all trail facilities constructed by the Project, within **CITY** boundaries and within the trail corridor. Maintenance includes:

- Pavement maintenance
- Bridge maintenance
- Wall maintenance
- Fence maintenance
- Snow removal
- Maintenance of landscaping
- Mowing weeds
- Police protection / security
- Trash removal

- Signing / Striping

“Trail corridor” refers to designated areas along the trail including the fenced areas outside the SR-177 No-Access line and the south side of 1300 North, whether the property is owned by the **CITY**, United States Bureau of Reclamation, or **UDOT**. The Trail corridor is shown in Exhibit A.

1.2. Trail facilities will be constructed by the project in the following locations as shown in Exhibit A:

- Trail on the east side of WDC from the southern **CITY** boundary to SR-193, crossing SR-193 on a bridge, and connecting to the existing Emigrant trail north of SR-193
- Trail near 200 S from the existing Emigrant trail east of WDC, crossing WDC on a bridge, and connecting to Coldsprings Road
- Trail on the south side of 1300 North going under the WDC bridge, crossing 1300 North and extending to 1800 North.
- Trail north of 1800 North running along the east side of the Hooper Canal up to the northern **CITY** boundary
- Trail running along west side of 4500 West from 2425 N to the northern **CITY** boundary

1.3. If the **CITY** does not maintain the trail facilities, **UDOT** will notify the **CITY**. If the **CITY** does not perform the work within 30 days, **UDOT** may perform the work and charge the **CITY**.

2. Through its Region 1 South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY’s** trail facilities.
3. The **CITY** has reviewed and approved the plans and specifications for the construction of the trail facilities.
4. The parties agree that the **CITY** will access the trail facilities from outside the WDC No-Access Lines for which **UDOT** agrees no permit is needed.
5. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys’ fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party’s officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.
7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association

between the parties.

9. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid.
 10. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
 11. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
 12. Each party represents that it has the authority to enter into this Agreement.
-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

West Point City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

3. Project Specific Special Provisions

Special Provision 02315S, 02553S and 02563S (See Exhibit A) have been prepared for the relocation of City's facilities.

4. Conformance with Utah Administrative Code R930-7

Access for future maintenance and servicing of City's facilities located on the right of way of the Project, will be in conformance with Utah Administrative Code R930-7, and any supplements or amendments.

5. UDOT Performed Utility Work Cost

Since the City facilities reside in an existing City-owned easement, Utility work will be performed by UDOT at no cost to the City.

6. Easements

UDOT will replace the City-owned easement by granting the City an easement for sanitary sewer on UDOT-owned parcels 12-037-0094 and 12-043-0102. (See Exhibit B)

7. City Inspections

City may inspect the Utility Work performed by UDOT's contractor. City shall communicate any concerns related to the Utility Work to UDOT's Resident Engineer. City shall not direct UDOT's contractor.

8. Prohibition of Certain Telecommunications and Surveillance Equipment

All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a City listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

6. Miscellaneous

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.



- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



Project No. S-R199(381); Davis County
SR-177; SR-193 to 1800 N
West Point City
CID No. 74720 PIN# 20927

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

Attest

West Point City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region Director

Date: _____

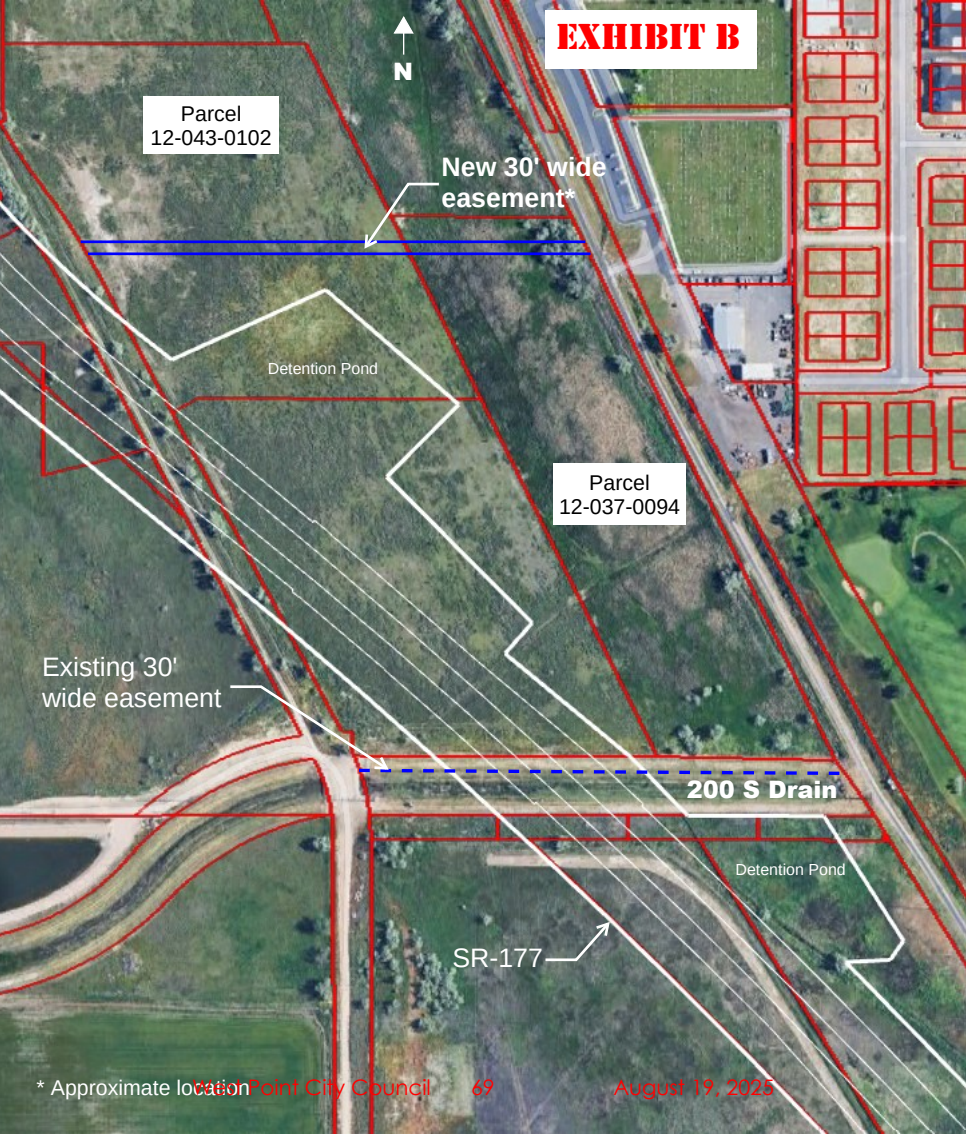
Date: _____

UDOT Comptroller Office

Title: _____
Contract Administrator

Date: _____

EXHIBIT B



COOPERATIVE AGREEMENT

Lighting

THIS COOPERATIVE AGREEMENT made and entered, on _____, 2025 (“Effective Date”), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (“UDOT”), and West Point City (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, UDOT may furnish and install lighting with its SR-177 Project; and

WHEREAS the Parties desire to enter into this Cooperative Agreement concerning the operation and maintenance of the lighting with the boundaries of the City.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient the Parties agree as follows:

1. **City Responsibilities.**
 - a. The City agrees to operate and maintain the lighting at the following locations:
 - i. Understructure lighting at SR-193, 300 North, 800 North, and 1300 North
 - ii. Lighting for Emigrant Trail crossing at 1300 North
 - b. The City agrees to transfer the meter to the City’s account.
 - c. The City will be responsible for the electrical service fee.
2. **UDOT Responsibilities**
 - a. UDOT will pay for the new power service infrastructure.
3. **UDOT Option.** UDOT may install or furnish additional street lighting for the state highways.
4. **Termination.** This Agreement may be terminated as follows:
 - a. By mutual agreement of the Parties, in writing;
 - b. By UDOT for the City’s default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days’ written notice of intent to terminate is required and shall specify the reasons for termination, delivered per Paragraph 8. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such thirty-day period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice;
 - c. By UDOT for the convenience of the State upon written notice to the City.
5. **Communication.** The Parties agree that as day-to-day maintenance or communication needs arise related to this Agreement, the following Party staff shall act as points of contact:

For UDOT: Corey Nelson, coreynelson@utah.gov , 385-251-4134

For the City: Boyd Davis, bdavis@westpointcity.org , 801-614-5353

6. Indemnification. The Parties are both governmental entities as defined in the Utah Governmental Immunity Act (the Act). Nothing in this Agreement shall be deemed as a waiver by either Party of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The City agrees to indemnify, save harmless, and release UDOT from against any and all loss, damages, injury, liability, suits, claims, and proceedings arising out of the City's performance of this Agreement, or damages, injuries, liability, suits, claims, and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by the City's employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the City's acts, omissions, failure to act, or negligence of the City's officers, agents, contractors, or employees, except to the extent that the claim arises out of UDOT's negligence. This provision shall survive the termination of this Agreement.

7. General Terms. The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 166 W Southwell St Ogden, UT 84404 Attention: Corey Nelson With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Salt Lake City, UT 84114-4855	To West Point City: West Point City 3200 W 300 N West Point, UT 84015 Attention: Boyd Davis
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- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to

ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake City, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

ATTEST:

West Point City

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____

DRAINAGE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
West Point City

This Drainage Agreement, by and between Utah Department of Transportation ("UDOT") and West Point City ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS UDOT has progressed the design and construction for the project identified as SR-177; SR-193 to 1800 N; in Davis County, Utah ("Project"); and

WHEREAS UDOT is constructing a storm drainage system to collect and convey stormwater from its right-of-way; and

WHEREAS City agrees to accept stormwater generated from the UDOT right-of-way to City storm drains located at 300 N. and 1300 N. as shown in Exhibit A and Exhibit B; and

THIS AGREEMENT is made to set out the terms and conditions of UDOT stormwater discharge into City property.

AGREEMENT

The Parties agree to the following:

(1) DRAINAGE CONNECTION

- a) UDOT existing tributary area to 300 N. within the West Davis Corridor ROW is currently 0.70 acres. The City will allow UDOT's proposed tributary area within the West Davis Corridor ROW to 300 N. to be 16.21 acres with a maximum allowable discharge rate of 3.24 cfs (based on West Point City's allowable discharge rate of 0.2 cfs/acre) for the 100-year storm event. See Exhibit A attached.
- b) UDOT existing tributary area to 1300 N., within the West Davis Corridor ROW, is currently 0.50 acres. The City will allow the total tributary area of 28.44 acres to Pond J, which includes UDOT tributary area of 18.20 acres and West Point tributary area of 10.24 acres, with a maximum allowable discharge rate of 5.69 cfs (based on West Point City's allowable discharge rate of 0.2 cfs/acre) for the 100-year storm event. See Exhibit B attached.
- b) UDOT will treat stormwater to reduce sediments prior to discharging to City property.
- c) UDOT will not increase the stormwater discharge into City property without the written permission of City.

(2) LONG TERM OPERATION AND MAINTENANCE

- a) UDOT will provide maintenance along SR-177 in the event of major sediment deposition from a large storm event.
- b) Parties will maintain and keep operational the drainage facilities that they own to prevent and reduce the discharge of pollutants and flooding.
- c) Parties will comply with the required stormwater permits, applicable laws, and regulations for the drainage facilities that they own.

(3) SUCCESSORS AND ASSIGNS

- a) All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the property as described in Exhibit A & Exhibit B.

(4) MISCELLANEOUS

- a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- b) This Agreement does not create any type of agency relationship, joint venture, or partnership between Parties.
- c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
- e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
- f) The effective date of this Agreement is the date signed by the last party.

.....

Project No.: S-R199(381) Davis County
Project Name: SR-177; SR-193 to 1800 N
West Point City
Drainage Agreement
CID No. 74720 PIN 20927

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest

West Point City

Title:

Title:

Date:

Date:

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Region 1 Hydraulic Engineer

Title: Region Director

Date:

Date:

UDOT Comptroller Office

Project No.: S-R199(381) Davis County
Project Name: SR-177; SR-193 to 1800 N
West Point City
Drainage Agreement
CID No. 74720 PIN 20927

Title: _____
Contract Administrator

Date: _____

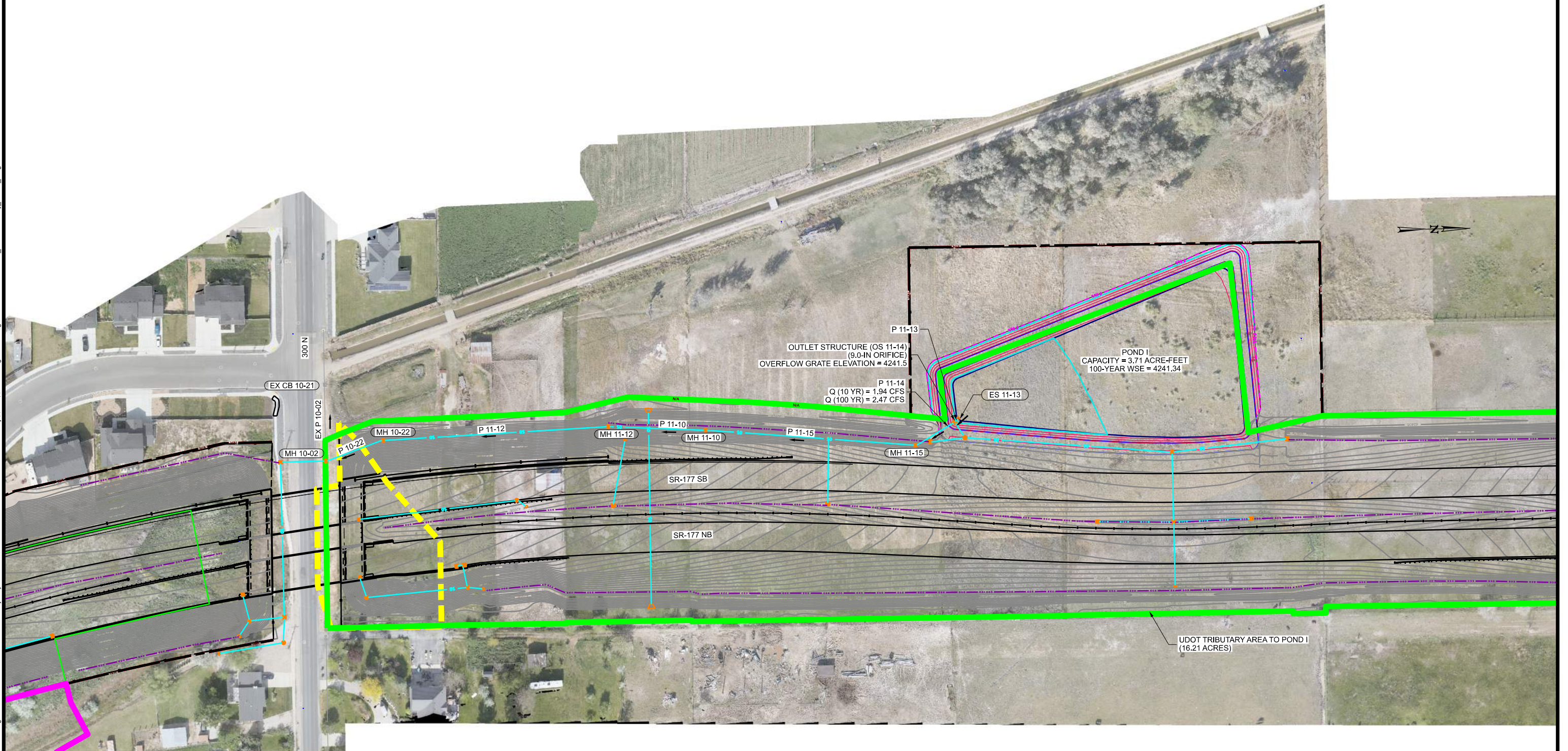
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24-JUL-2025 13:48

UTAH DEPARTMENT OF TRANSPORTATION

**EXHIBIT A - PART 1
PROPOSED POND I (UDOT)**

West Point City Council



LEGEND:

PROPOSED TRIBUTARY AREA BOUNDARY (UDOT):

EXISTING TRIBUTARY AREA BOUNDARY (UDOT):

PROPOSED TRIBUTARY AREA BOUNDARY (WEST POINT):



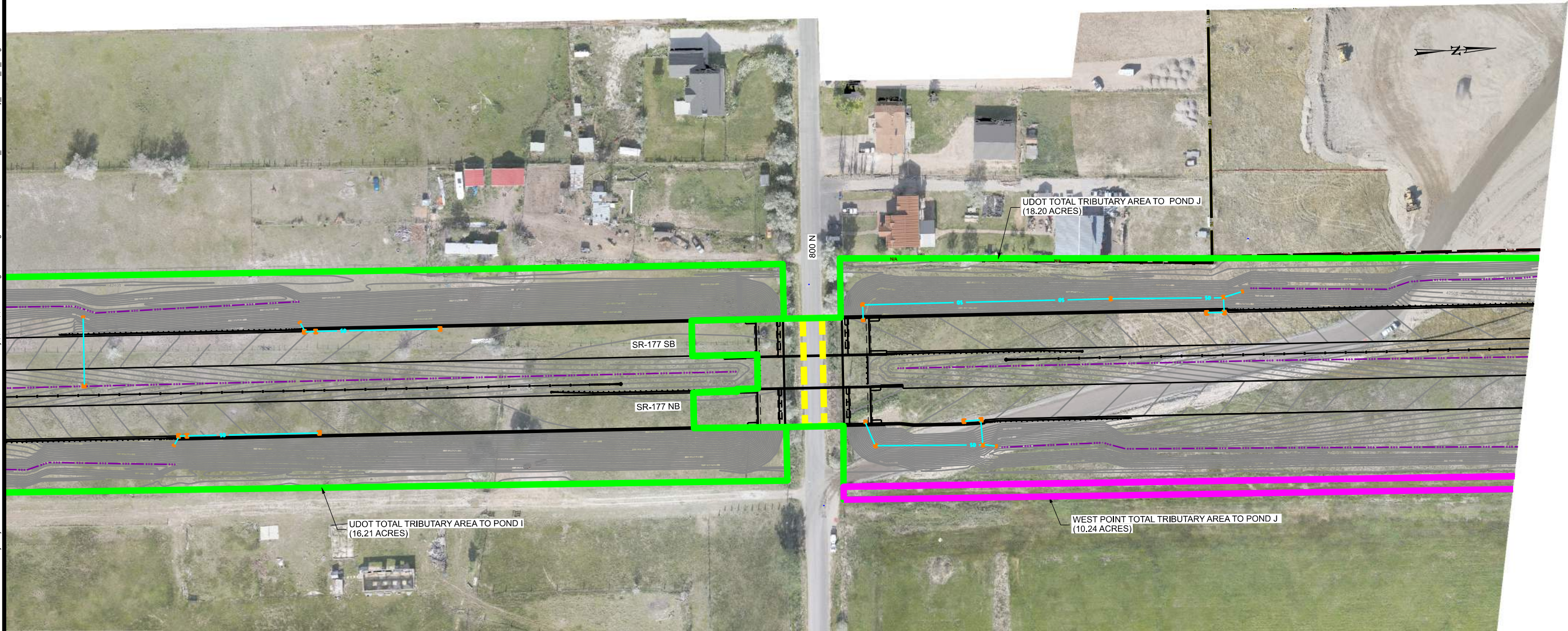
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24-JUL-2025 13:52

UTAH DEPARTMENT OF TRANSPORTATION

EXHIBIT A - PART 2
PROPOSED POND I (UDOT)

West Point City Council



LEGEND:

PROPOSED TRIBUTARY AREA BOUNDARY (UDOT):



EXISTING TRIBUTARY AREA BOUNDARY (UDOT):



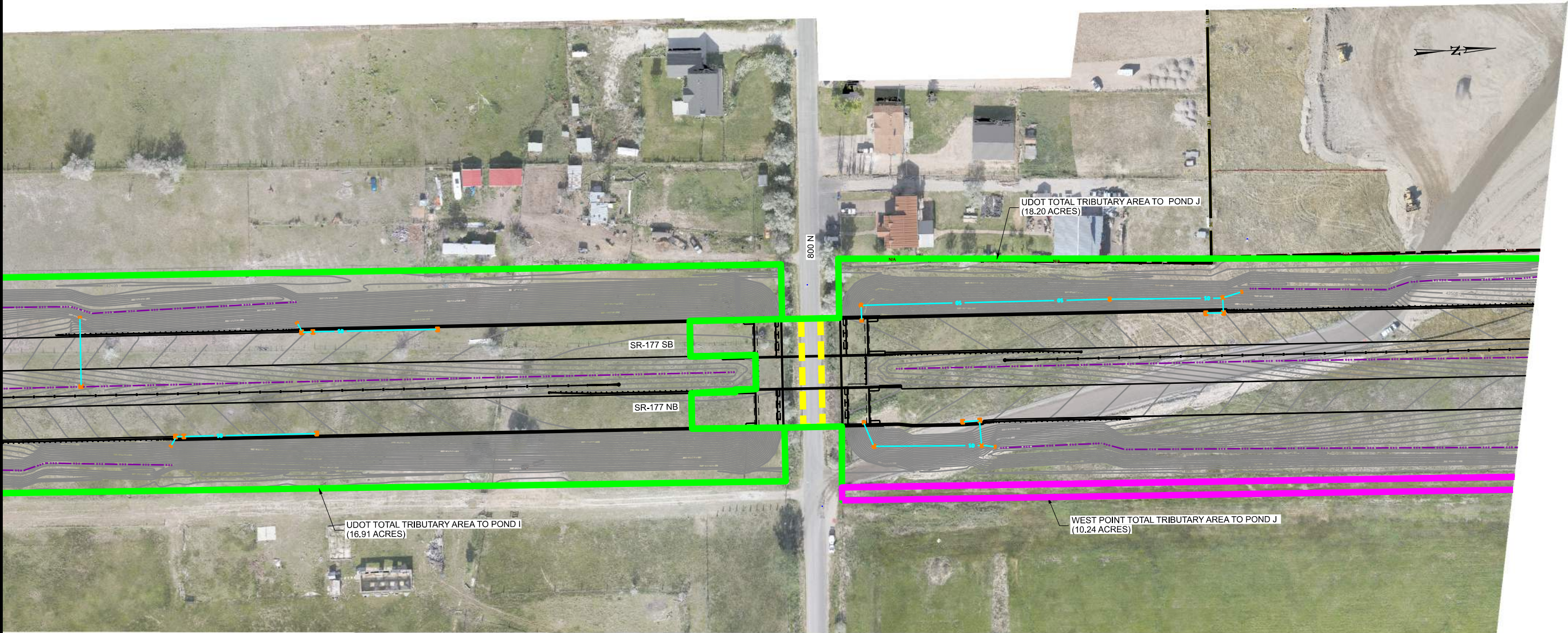
PROPOSED TRIBUTARY AREA BOUNDARY (WEST POINT):



300 N Pre-Post Project Flows		
	Existing	Proposed
Total Area (acre)	0.70	16.21
Impervious Area (acre)	0.00	7.30
Pervious Area (acre)	0.70	8.91
C _w	0.30	0.57
Intensity, 10 year (in/hr)	3.36	
Intensity, 100 year (in/hr)	6.67	
Flow, 10 year (cfs) Existing (Non-Detained) Proposed (Detained)	0.70	1.94
Flow, 100 year (cfs) Existing (Non-Detained) Proposed (Detained)	1.39	* 2.47
Flow increase, 10 year (cfs)	1.24	
Flow increase, 100 year (cfs)	1.08	

***2.47 cfs is less than the allowable discharge rate of 3.24 cfs.**

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UTAH DEPARTMENT OF TRANSPORTATION

EXHIBIT B - PART 1
PROPOSED POND J (UDOT)

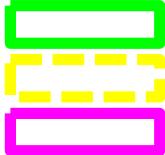
West Point City Council

LEGEND:

PROPOSED TRIBUTARY AREA BOUNDARY (UDOT):

EXISTING TRIBUTARY AREA BOUNDARY (UDOT):

PROPOSED TRIBUTARY AREA BOUNDARY (WEST POINT):





1300 N Pre-Post Project Flows				
	Existing (UDOT)	*Proposed (UDOT)	*Existing (West Point)	*Proposed (West Point)
*Total Area (acre)	0.50	18.20	10.24	10.24
Impervious Area (acre)	0.18	8.64	2.14	2.01
Pervious Area (acre)	0.32	9.56	8.10	8.23
C_w	0.51	0.58	0.43	0.42
Intensity, 10 year (in/hr)	3.36		3.36	
Intensity, 100 year (in/hr)	6.67		6.67	
Flow, 10 year (cfs) Existing (Non-Detained) Proposed (Detained)	0.86	2.97	14.79	3.03
Flow, 100 year (cfs) Existing (Non-Detained) Proposed (Detained)	1.70	*3.78	29.37	*3.80

Total tributary area is UDOT tributary area of 28.44 acres to Pond J includes UDOT tributary area of 18.20 acres plus West Point tributary area of 10.24 acres.

***3.80 cfs is less than the allowable discharge rate of 5.69 cfs.**

CITY COUNCIL STAFF REPORT

Subject: 300 North Property Purchase

Author: Boyd Davis

Department: Engineering

Meeting Date: August 19, 2025



Background

As part of the 300 North Road Reconstruction Project there are some small pieces of property that need to be purchased to create space for turn lanes. Specifically, there will be a right turn lane in the westbound direction at 2300 W and 4000 W. Our consultant has been in contact with the affected property owners and has prepared appraisals for the property that needs to be purchased. The City Council will need to review and consider approval of the appraisal before a purchase offer can be made.

Analysis

The attached map shows where the turn lanes will be located and the properties that are affected (highlighted in green). All property owners at 2300 West have been contacted and are willing to sell. The consultant has been focused on this location and has prepared appraisals for two of the properties. Only those properties that will cost more than \$15,000 will require an appraisal and anything over \$30,000 will require city council approval.

The two appraisals for the council to consider are as follows:

1. Nixon Property (parcel 6 on the map)
 - a. 714 sq. ft.
 - b. \$37,800 total
 - c. High cost for proximity damage (\$21,590)
2. Stockard Property (parcel 9 on the map)
 - a. 156 sq. ft.
 - b. \$39,600
 - c. High cost for improvements being removed (brick wall)

A summary sheet from the appraisal is attached to this report and the full appraisal can be made available upon request.

If approved by the Council, an offer will be made to the owners at the appraised value. The purchase will be funded by the grant money from Davis County and there will be no cost to the city.

Recommendation

Staff recommends approval of the appraisals and authorization to make offers to purchase.

Significant Impacts

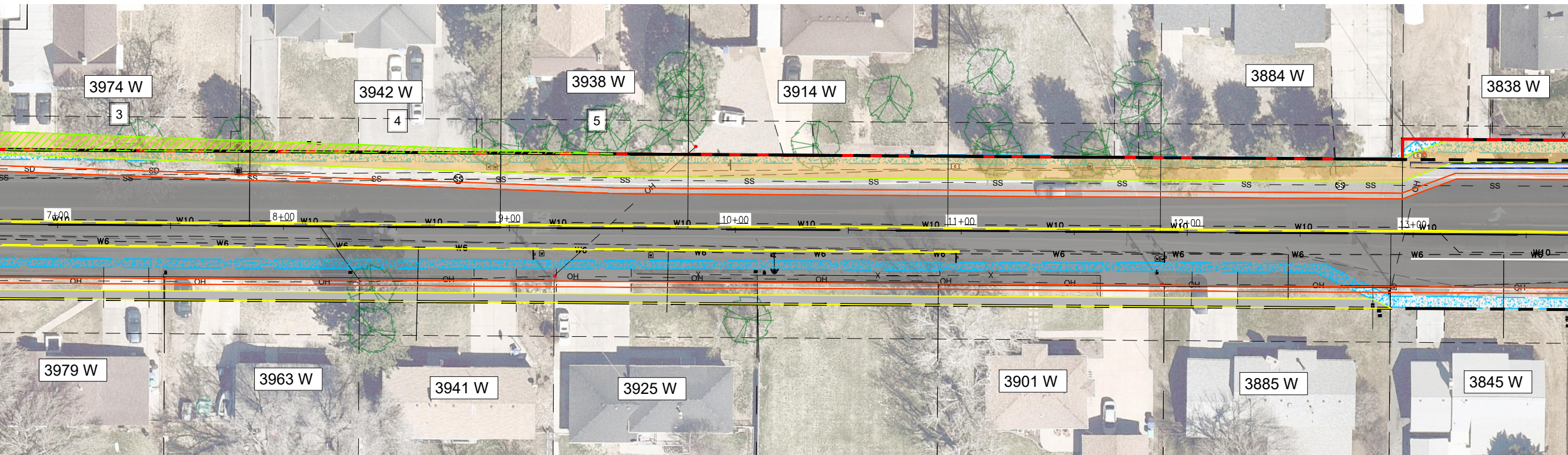
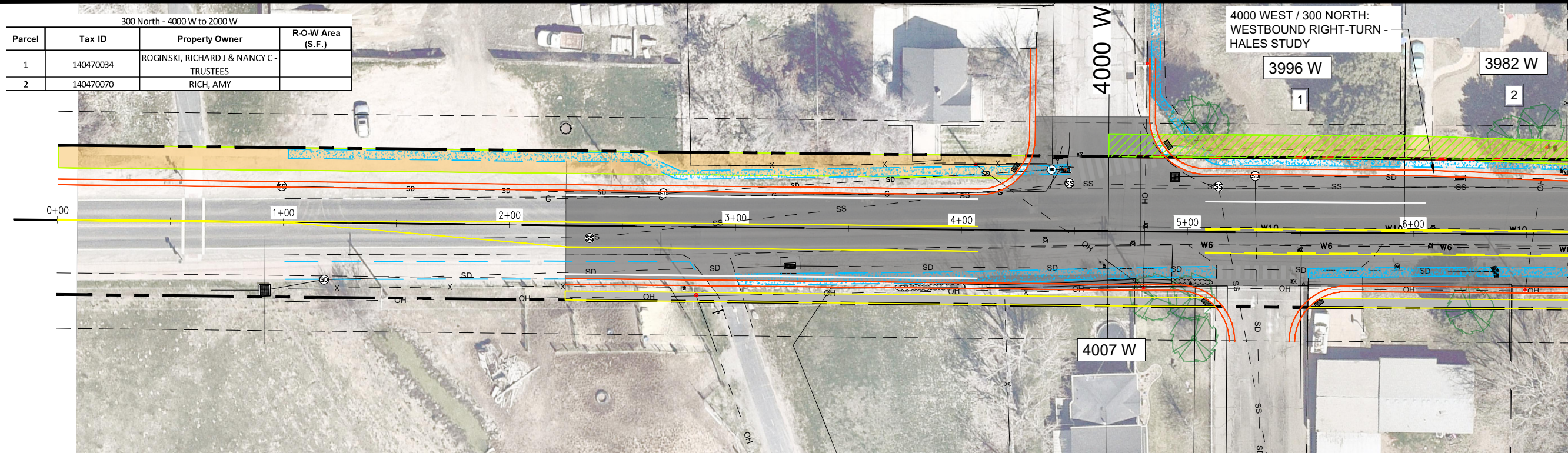
The cost will be covered by the grant. There will be no cost to the city.

Attachments

Maps

Appraisal Summaries

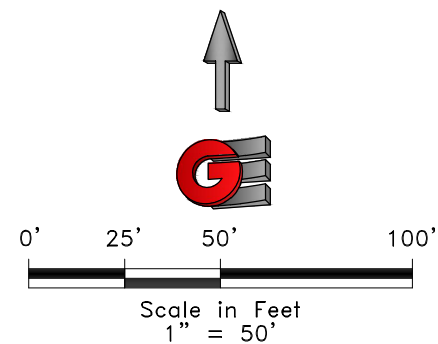
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- PROPOSED 10' PATH
- PROPOSED TBC
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- EXISTING TBC

300 North - 4000 W to 2000 W			
Parcel	Tax ID	Property Owner	R-O-W Area (S.F.)
3	140470004	FISHER, MERLE TUAZON - TRUSTEE	
4	140470035	MARQUARDT, BRIAN E & JANE B	
5	140470039	CHILDERS, BROCK	

ROW NEEDED FOR RIGHT TURN LANE



300 NORTH CONCEPT

300 NORTH - ROADWAY PROJECT
2000 WEST TO 4000 WEST - OPT 3

WEST POINT, DAVIS COUNTY, UTAH

**GARDNER
ENGINEERING**

CIVIL & LAND PLANNING
MUNICIPAL & LAND SURVEYING

1580 W 2100 S, WEST HAVEN UT 84401
P 801.476.0202 F 801.476.0066

C1

Date: 12-02-2024

Scale: 1" = 50'

Designed: BSD/KAN

Drafted: BSD

Checked: RC

Revisions

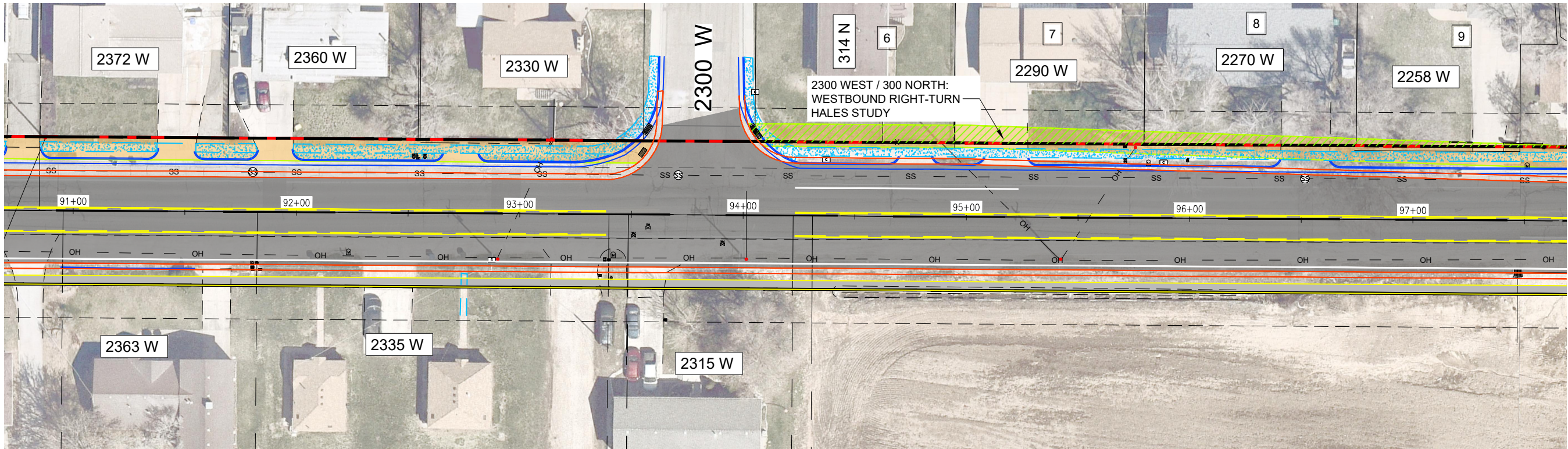
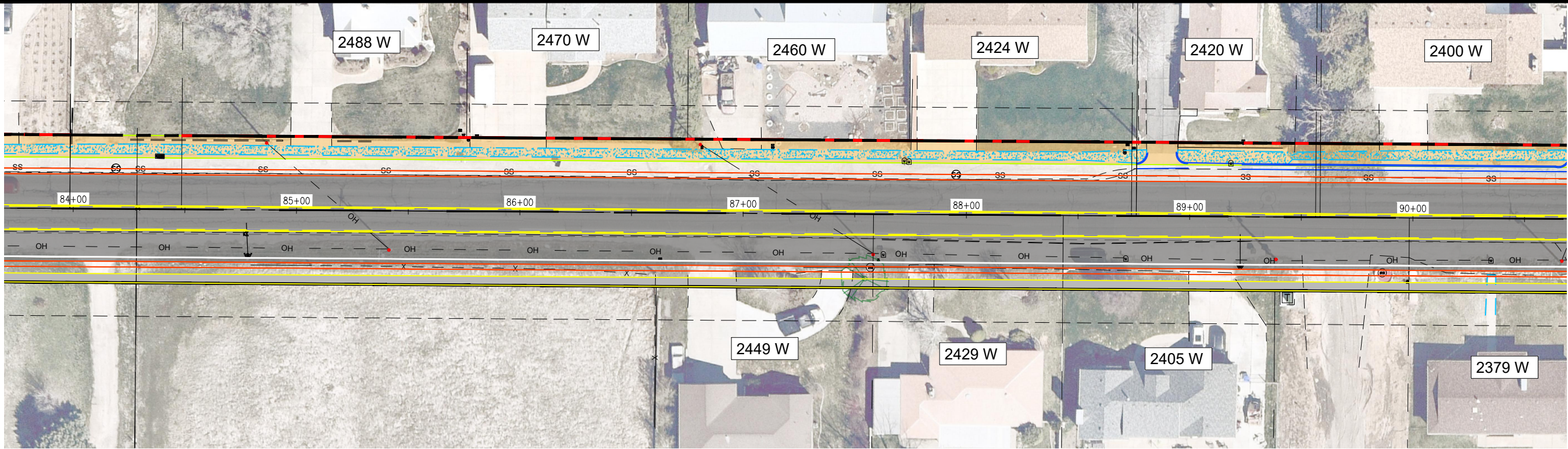
Date	Description
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West Point City Council

86

August 19, 2025

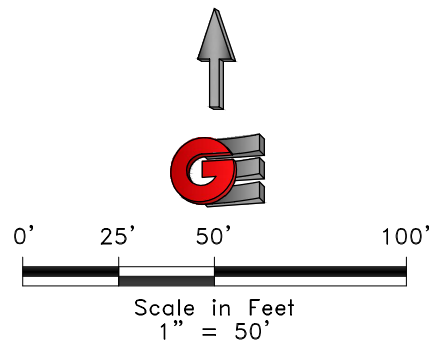
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- PROPOSED 10' PATH
- PROPOSED TBC
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- EXISTING TBC

300 North - 4000 W to 2000 W			
Parcel	Tax ID	Property Owner	R-O-W Area (S.F.)
6	140550009	NIXON, GALEN W & ANNICE M TRUSTEES	
7	140550007	BOYETTE, PATRICIA D	
8	140550008	THOMPSON, ZACHARIAH & MICHELLE	
9	140600022	STOCKARD, KATE	

ROW NEEDED FOR RIGHT TURN LANE



300 NORTH CONCEPT

300 NORTH - ROADWAY PROJECT

2000 WEST TO 4000 WEST - OPT 3

WEST POINT, DAVIS COUNTY, UTAH

GARDNER
ENGINEERING

CIVIL ■ LAND PLANNING
MUNICIPAL ■ LAND SURVEYING

1580 W 2100 S, WEST HAVEN UT 84401
P 801.476.0202 F 801.476.0066

C7

Date: 12-02-2024

Scale: 1" = 50'

Designed: BSD/KAN

Drafted: BSD

Checked: RC

Revisions

Date

Description

West Point City Council

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August 19, 2025



West Point City Right of Way Division Statement of Just Compensation

Parcel No.(s): 6:C

Project Location: 300 North; 2000 West to 4000 West

County of Property: DAVIS Tax ID / Sidwell No: 14-055-0009

Property Address: 314 North 2300 West, West Point, UT, 84015

Owner's Address: 314 North 2300 West, West Point, UT, 84015

Owner's Home Phone: 801-888-6550, 801-888-5960

Owner / Grantor (s): Galen W. & Annice M. Nixon

Grantee: West Point City

The following information is the basis for the amount estimated by West Point City Corporation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
6:C	Land	714.08	SQFT	\$17.50	100 Public	DAVIS

VALUE OF THE TAKING

					Factor	Value
6:C	----->	714.08	SQFT	\$17.50	100 x 1 =	\$12,496.00

OTHER COSTS

6:C	Improvements					\$3,713.00
6:C	Proximity Damage					\$21,590.00
6:C	Rounding					\$1.00

NET AMOUNT: \$37,800.00

West Point City declares that this offer is the amount that has been established by West Point City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: _____

Shannon Wixom(Consultant/Realtor) / Acquisition Agent

West Point City Mayor



West Point City Right of Way Division Statement of Just Compensation

Parcel No.(s): 9:C

Project Location: 300 North; 2000 West to 4000 West

County of Property: DAVIS Tax ID / Sidwell No: 14-060-0022

Property Address: 2258 West 300 North, West Point, UT, 84015

Owner's Address: 2258 West 300 North, West Point, UT, 84015

Owner's Home Phone: 801-837-1382

Owner / Grantor (s): Kate Stockard

Grantee: West Point City

The following information is the basis for the amount estimated by West Point City Corporation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
9:C	Land	156.19	SQFT	\$12.25	100 RES	DAVIS

VALUE OF THE TAKING

					Factor	Value
9:C	----->	156.19	SQFT	\$12.25	100 x 1 =	\$1,911.00

OTHER COSTS

9:C	Improvements					\$37,596.00
9:C	Rounding					\$93.00

NET AMOUNT: \$39,600.00

West Point City declares that this offer is the amount that has been established by West Point City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: _____

Shannon Wixom

Shannon Wixom(Consultant/Realtor) / Acquisition Agent

West Point City Mayor

CITY COUNCIL STAFF REPORT



Subject: Winter Parking Restrictions
Author: Bryn MacDonald
Department: Community Development
Date: August 19, 2025

Background

The proposed text change is to amend West Point City Code Title 10 Traffic and Parking regulations regarding the dates of winter parking restrictions.

Process

Amendments to Title 10 Vehicle and Traffic are legislative actions. In legislative matters, the City Council has broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. Amendments to Title 10 of the West Point City code do not require a public hearing or a recommendation from the Planning Commission.

Analysis

This proposal seeks to amend the City's parking ordinance to change the dates for winter parking restrictions. The current parking restrictions begin on the first of November. The proposed change would move this date to November 15th. The restrictions would still end on the last day of February. The proposed text is below:

3. The provisions of subsections [\(H\)\(1\)](#) and [\(2\)](#) of this section shall be enforced within the limits of this city commencing the ~~first-fifteenth~~ day of November of each year and up to and including the last day of February of the following year, and shall not be enforced from the first day of March up to and including the ~~thirty-first day of October~~ fourteenth day of November of each year; provided, however, that subsections [\(H\)\(1\)](#) and [\(2\)](#) of this section shall be enforced continuously throughout all months of the year as to horse trailers, house trailers, junk cars, vehicles or trucks larger in size than three-quarter-ton pickups, or other vehicles of like character.

Recommendation

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

CITY COUNCIL STAFF REPORT

Subject: 48inch Storm Drain Pipe Design Proposal
Author: Boyd Davis
Department: Engineering
Meeting Date: August 19, 2025



Background

As part of the West Davis Highway Project, UDOT would like to discharge runoff water near 1800 N, but there is no storm drain system there currently. They have asked if the city could construct the master planned storm drain pipe at that location now and in return UDOT would help pay for the construction of it and provide the right-of-way to install the pipe.

Analysis

The proposed storm drain pipe will run through open fields near 4000 W from 1500 N to the Clinton Drain, which is owned by Davis County. This new pipe is intended to serve a large area of West Point east of 4000 West. It is a master-planned project and is partially impact fee eligible. It is on the capital project list (project 47) but has not been scheduled yet. With UDOT willing to help pay for this project it seems wise to move forward with the project now.



It is estimated that the project will cost \$2M and UDOT is willing to contribute \$500K and the easement for the pipe. Fortunately, UDOT owns all of the property along the route of the proposed pipe and are in a position to provide the easement at no cost. UDOT is also willing to do any environmental work that is required.

The city does have funding available to pay for the project. There is a balance of about \$1M in impact fees and another \$1M in storm drain maintenance and construction funds.

UDOT needs this project to be done quickly so that it can be in place for the West Davis Highway. We have already started some preliminary work, but need City Council approval for a contract with Gardner Engineering to complete the design. Gardner has submitted a proposal for \$68,500

Recommendation

Staff recommends approval of the contract with Gardner Engineering for \$68,500.

Significant Impacts

The cost will be covered by Impact Fees and Storm Drain Maintenance and Construction funds.

Attachments

Proposal

West Point Storm Drain Master Plan Project #8

Project Summary:

City intends to complete projects #8a and 8b as shown in the storm drain master plan.

#8a and 8b consists of storm drain improvements needed to extend existing storm drain from approximately 1500 North to the Clinton Drain at approximately 2150 North.

01	<u>Topographic/Utility Survey</u>	\$6,000
	GE will conduct an on the ground survey to establish existing ground elevations, locate utility stubs, manholes, meters, edge of pavement, curb and gutter and any property corners. Boundary survey will also be provided to establish location of existing boundary, easements, etc.	
02	<u>Existing Utilities Design</u>	\$4,500
	GE will coordinate with existing utility companies to prepare an existing utility mapping to utilize in the design phase.	
03	<u>Proposed Utilities Design</u>	\$42,000
	GE will prepare proposed storm drain design including the road crossing at 1800 North. Design coordination will be completed to permit and design the connection to the Clinton Drain.	
04	<u>Project Management / UDOT Coordination</u>	\$8,000
	GE will prepare proposed storm drain design including the road crossing at 1800 North. Design coordination will be completed to permit and design the connection to the Clinton Drain.	
05	<u>Bidding Assistance</u>	\$8,000
	GE will prepare bid documents and quantities to assist the City in the bid process.	
06	<u>Construction Assistance / Staking</u>	TBD
	Gardner Engineering feels it a benefit that we remain involved through the construction process. We can provide building and site improvement construction staking once the project is underway.	
	Exclusions: Landscape Plan, Geotechnical Investigations, UDOT Approvals, Traffic Studies / Engineering, Environmental Investigations/Evaluation,	
	<u>TOTAL FEE</u> (Not to exceed)	\$68,500



We appreciate the opportunity to submit this proposal and hope our scope of services meets your anticipated needs for this project. Please do not hesitate to call us if you have questions or would like further clarification on any of these items.

Ryan Christensen, PE | Gardner Engineering
Principal Engineer

Acceptance and Approval

"Client"		"Consultant"	
Client Name:		TGE Inc, d/b/a Gardner Engineering	
By:		By:	
Title:		Title:	<u>Principal Engineer</u>
Date:		Date:	
Client Phone:			
Client Address:			



1. AUTHORIZATION TO PROCEED

Execution of this Agreement by the CLIENT and CONSULTANT will serve as written authorization for the CONSULTANT to proceed with the under this Agreement. The CLIENT guarantees full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT 'S services under this Agreement.

2. PAYMENT OF FEES

All fees are due to CONSULTANT upon delivery of requested services, unless prior negotiations have occurred, and agreed upon by both client and CONSULTANT.

3. OWNERSHIP OF DOCUMENTS

All documents, including without limitation drawings and specifications, prepared by the CONSULTANT under this Agreement as instruments of professional service are the intellectual and personal property of the CONSULTANT. They are not intended or represented to be suitable for reuse by the CLIENT or others on this project or other projects. Any reuse without the written authorization of the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk. The CLIENT shall indemnify, defend, and hold the CONSULTANT harmless for any such unauthorized reuse.

4. PERFORMANCE OF SERVICES

The CONSULTANT shall render its services under this Agreement in accordance with generally accepted professional practices and makes no other warranty either express or implied. The CLIENT shall provide prompt written notice to the CONSULTANT if the CLIENT becomes aware of any fault or defect in the CONSULTANT'S services, including any errors, omissions or inconsistencies in the documents.

5. CLIENT SUPPLIED INFORMATION

The CLIENT shall furnish to the CONSULTANT all information it possesses for the project that is related to CONSULTANT 'S services. The CONSULTANT may use such information in performing its services and shall be entitled to rely on the accuracy and completeness thereof. The CONSULTANT will notify the CLIENT if it finds that the information is inaccurate. The CLIENT will then be responsible for the expense to obtain accurate information and expenses caused by the use of the inaccurate information.

6. PROJECT SCHEDULE

The CLIENT is solely responsible for obtaining and paying for all permits and approvals for the project. The CONSULTANT shall not be held accountable for delays due to factors that are beyond the control of the CONSULTANT. The CLIENT shall solely bear any costs it incurs for such delays.

7. TERMINATION

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, the CONSULTANT will be paid promptly for services rendered and reimbursable expenses incurred through the date of such termination.

8. HAZARDOUS MATERIALS AND UNFORESEEN CONDITIONS

The CONSULTANT assumes no risk and shall have no responsibility for non-disclosed or unforeseen conditions or the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form.

9. NATURE OF THE AGREEMENT

This agreement is between CLIENT and CONSULTANT. Nothing contained herein shall create a contractual relationship with or a cause of action in favor of a third party against the CLIENT or the CONSULTANT. Neither party shall assign this Agreement without the express written consent of the other. This Agreement and its attachments represent the entire integrated agreement between the CLIENT and CONSULTANT and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement shall only be amended by a writing signed by the CLIENT and the CONSULTANT.

10. DISPUTE RESOLUTION

The CLIENT and the CONSULTANT shall in good faith mediate any dispute arising between them, and each agree to pay one half of the costs of the mediation. All claims not resolved by mediation may, at the CONSULTANT'S option, be resolved by arbitration in accordance with the Revised Utah Uniform Arbitration Act in lieu of litigation and judgment on the award may be entered in any court having jurisdiction thereof.

11. LIMITATION OF LIABILITY

The CLIENT agrees that the aggregate limit of CONSULTANT 'S liability, including without limitation attorney fees and costs, for any action based on this Agreement, negligent acts, errors, or omissions relating to or arising out of the project, or any other theory of liability is \$10,000. Under no circumstances shall the CONSULTANT be liable to the CLIENT for consequential damages.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions.

CLIENT Acceptance Of Terms And Conditions

Initials: _____

CITY COUNCIL STAFF REPORT



Subject: “Allen Subdivision & Adjoining Properties”
Annexation Petition
Author: Kyle Laws
Department: Executive
Meeting Date: August 5, 2025

Background

On June 12, 2025, a complete Annexation Petition was submitted to the City. The Petition Title is the “Allen Subdivision & Adjoining Properties” and includes three properties on the east side of 5000 W and north of 1800 N – commonly referred to as “Pig’s Corner” – and consists of approximately 19.015 acres. All of the proposed area is within the City’s Future Annexation Area as designated on the City’s General Plan. Two of the three property owners (representing 16.895 acres) have signed the Petition in favor of the annexation. A map of the area is below (those in favor shaded in purple, the red is the property included):



The annexation process is dictated by Utah State Code and is found in §10-2-8. In accordance with §10-2-807, the Annexation Petition was accepted for further consideration by the City Council at the July 1, 2025 meeting. The City Recorder then had 30 days to determine if the Petition met the requirements outlined in §10-2-806(3)&(4) and either certify or reject the Petition based on such determination.

The City Recorder issued a Notice of Certification on July 18, 2025, after determining that the Petition did meet the statutory requirements. Specifically, the Petition included property owners’ signatures in favor of annexation equaling 88.85% of the total acreage of the proposed area, thereby representing well over a majority of the area, and the signatures in favor also represented property equal in value to 52.98%,

thereby exceeding the 1/3 value threshold required. With issuance of the Notice of Certification, a 30-day protest period began.

In accordance with UCA §10-2-810, protests to the Petition may only be filed by the legislative body or governing board of an affected entity or an owner of rural real property. The Code defines “rural real property” as an area consisting of no less than 1,000 acres, zoned primarily agricultural, and has a density greater than one unit per acre. No property within the area proposed for annexation qualifies as rural real property, and therefore, protests to this Petition may only be filed by an affected entity. The deadline to file a protest was August 18, 2025. No valid protests were filed.

As no protests were filed, the City Council may now hold a public hearing and consider approval of an ordinance approving the Annexation Petition. The Council is not obligated to approve the annexation, regardless of whether it meets all of the requirements – the decision is completely at the discretion of the City Council.

Analysis

There are several factors to consider in approving or denying an annexation, and Staff would like to highlight some of those factors and their potential impacts as follows:

Property Tax Impact

There will be some impact to the property taxes assessed on properties in the area if annexed into the City, as some taxing entities will be added and some deleted. Below is a table comparing the 2024 property tax rates assessed on a one-acre property within the city and a one-acre property in the unincorporated area, both consisting of a single-family home and a market value of \$400,000:

2024 Taxing Entities & Rate – <u>Unincorporated</u> Property			Home Value: \$400,000	2024 Taxing Entities & Rates – <u>West Point City</u> Property			Home Value: \$400,000
Davis School District	.004608		\$1,843.20	Davis School District	.004608		\$1,843.20
State Basic School Levy	.001408		\$563.20	State Basic School Levy	.001408		\$563.20
State Charter School Levy	.000083		\$33.20	State Charter School Levy	.000083		\$33.20
Davis County	.000788		\$315.20	Davis County	.000788		\$315.20
County Library	.000225		\$90.00	County Library	.000225		\$90.00
Davis County Health & Services	.000145		\$58.00	Davis County Health & Services	.000145		\$58.00
County Assess & Collect Levy	.000126		\$50.40	County Assess & Collect Levy	.000126		\$50.40
Davis County Flood	.000101		\$40.40	Davis County Flood	.000101		\$40.40
Animal Welfare Services	.000071		\$28.40	Animal Welfare Services	.000071		\$28.40

MultiCNTY Assess & Collect Levy	.000015	\$6.00	MultiCNTY Assess & Collect Levy	.000015	\$6.00
<i>Special Service Area</i>	<i>.000597</i>	<i>\$238.80</i>	<i>West Point City</i>	<i>.000755</i>	<i>\$302.00</i>
Hooper Water Dist	.000196	\$78.40	<i>North Davis Fire District</i>	<i>.001560</i>	<i>\$624.00</i>
Weber Basin Water	.000196	\$78.40	<i>North Davis Sewer</i>	<i>.000449</i>	<i>\$179.60</i>
Mosquito Abatement	.000094	\$37.60	Hooper Water Dist	.000196	\$78.40
			Weber Basin Water	.000196	\$78.40
			Mosquito Abatement	.000094	\$37.60
Total Tax Rate	.008653	\$3,461.20	Total Tax Rate	.01082	\$4,328.00

Property Owner Rights

Several years ago, Davis County passed an ordinance prohibiting the development of property to a density greater than 1 unit per 10 acres. This ordinance has essentially halted any development of the area, even for property owners desiring to build their own home on their property. Additionally, there are other County ordinances prohibiting construction of new structures such as accessory dwelling units, which would be allowed per City ordinance.

Provision of Utility and City Services

West Point City's Annexation Policy Plan and Future Annexation Area was adopted in 2002 and revised in 2008, and includes the entire area proposed for annexation in the Petition. In the Annexation Policy Plan, West Point City makes the commitment to assume the "responsibility for providing municipal services to the area." Currently, West Point City can either already provide, or is in the process of preparing to provide, "infrastructure, urban services, and public facilities necessary to facilitate full development of the area within the municipality" as required by State Statute.

West Point's ability to provide city services to the proposed annexation area are detailed as follows:

Culinary Water

The Hooper Water Improvement District currently provides culinary water services to residents in this area, and pursuant to the Interlocal Agreement currently in place with West Point City, would continue to do so with no need for additional infrastructure to serve the current residents. Residents would continue to pay the Hooper Water Improvement District directly and not be assessed any fees by the City. As with all new developments, developers would be required to obtain water rights, approval, and install the infrastructure in accordance with West Point City's land use and development ordinances and those of Hooper Water Improvement District. No protest was received from this affected entity indicating their inability or unwillingness to provide culinary water services to the proposed annexation area.

Secondary Water

Although most of the current City Boundaries are served by the Davis and Weber Counties Canal Company (DWCCC), this new proposed area extends into the Hooper Irrigation Company Service Area. The boundary between the two service areas is the Howard Slough that runs southwest through the

annexation area. Hooper Irrigation has indicated that they do plan to serve this area and already have some secondary water lines in the general area, although more work is needed to extend lines to all properties in the annexation. Again, as with all new developments, developers would be required to obtain water rights, approval, and install the infrastructure in accordance with West Point City ordinances. Neither DWCC or Hooper Irrigation submitted a protest to the Petition.

Sanitary Sewer

West Point is currently overseeing a major Sewer Project to bring sewer services to the area. A Sanitary Sewer System Impact Fee Facilities Plan and Impact Fee Study was completed that included the proposed area and the Impact Fee has been adopted. If incorporated into West Point, new developments in the proposed area would be required to pay that impact fee so that the infrastructure can be installed and the system expanded as development necessitates. Impact fees will be waived for any existing residences that connect to the new sewer system.

Waste Collection and Recycling

West Point City currently contracts with ACE Recycling & Disposal to provide waste, recycling, and green waste collection services. Current residents would also be provided with this service once annexed into West Point.

Fiber Optic Internet

West Point City has completed the process of installing fiber optic internet through UTOPIA Fiber. Per the contract with UTOPIA the costs of providing the service to all of West Point's future annexation area was included in the total project cost and the amount bonded for by UTOPIA Fiber. West Point City did not assume any debt for this project and no costs are assessed to residents for the infrastructure other than the costs they pay directly to UTOPIA for subscribing to receive the service. This infrastructure is installed and ready to be expanded as development/annexation occurs. If annexed, existing homes would be eligible to connect to the service once it is available.

Emergency Response Services

The Davis County Sheriff's Office ("DCSO") not only provides law enforcement services to West Point City through interlocal agreement, it also provides law enforcement services to all of unincorporated Davis County. If the area is annexed into West Point, at least that same level of service already being provided to the proposed area by DCSO will continue to be served, if not more so as dictated by the terms of the interlocal agreement.

The North Davis Fire District currently provides fire protection, emergency medical and ambulance services to West Point City. In accordance with the Interlocal Agreement in place, should the proposed area be incorporated into West Point, the same level of service will be provided to this area and the residents within. Further, the nearest fire station (which includes paramedic response) to the area is the NDFD's West Point Station.

Future Density & Zoning

It is an important fact to note that an annexation into West Point would not change the existing use of a property. Further, in accordance with City Code, the property can be assigned a zoning designation at the time of annexation. Staff recommends that the property be zoned as A-5, which is the City's zone most similar to the current zoning designated by Davis County. Development of any property will require the property to be rezoned, which would be done only at the request of the property owner. The City's most recently updated General Plan, adopted on August 5, 2025 designates the future zoning of the three properties as R-1 (up to 2.2 units per acre).

Recommendation

Staff has no recommendation to the Council on whether to approve or deny this Annexation Petition. However, it is important to note that Staff has been in regular contact and communication with the Petitioner in making sure that the Petition is as desirable as possible for the City and creates a logical, consistent city boundary.

Significant Impacts

If approved, the area outlined in the Petition will be incorporated into West Point City boundaries.

Attachments

Allen Subdivision & Adjoining Properties Annexation Petition
Ordinance

ORDINANCE NO. 08-19-2025A

**AN ORDINANCE OF THE WEST POINT CITY COUNCIL
APPROVING THE ANNEXATION OF PROPERTIES IN THE
“ALLEN SUBDIVISION & ADJOINING PROPERTIES” ANNEXATION PETITION
INTO THE BOUNDARIES OF WEST POINT CITY AND
DESIGNATING THE ZONING OF SAID PROPERTIES**

WHEREAS, West Point City (hereinafter the “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City has identified certain properties within its Annexation Policy Plan as being appropriate for inclusion with the boundaries of the City and designates said area as “Future Annexation Area” on the City’s General Plan, and,

WHEREAS, the “Allen Subdivision & Adjoining Properties” Annexation Petition (“Petition”) was submitted to the City on June 12, 2025 and includes three different parcels within the City’s Future Annexation Area. The properties proposed for annexation (“Annexation Area”) in the Petition are identified and attached hereto as Exhibit A; and,

WHEREAS, the West Point City Recorder issued the Notice of Certification on July 1, 2025, after determining that the Petition met the statutory requirements outlined in Utah Code §10-2-806(3)&(4); and

WHEREAS, Notice of the Petition and protest information was provided in accordance with Utah Code §10-2-808 and a public hearing date was set for the proposed annexation; and

WHEREAS, no valid protests to the Petition were filed within the protest period; and

WHEREAS, pursuant to West Point City Code §17.60.040, the City Council may assign a zoning designation to the annexed area at the time of annexation and desires to designate the Annexation Area as the A-5 Agricultural Zone to most closely align with the current characteristics and zoning of the property and its surrounding area; and

WHEREAS, a public hearing was held and any public comments were received and considered by the City Council.

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

SECTION 1. Plat Accepted and Approved: The City Council hereby accepts and approves the copy of the local entity plat (“Plat Map”), attached hereto as Exhibit B, as prepared and certified by Jason T. Felt, a Licensed

Professional Land Surveyor in the State of Utah, holding License No. 9239283, and finds that it is an accurate and recordable map of said Annexation Area, as identified in Exhibit A.

SECTION 2. Territory Annexed: The Annexation Area is hereby declared to be annexed into West Point City, Utah and the corporate limits of said City are hereby declared to be extended accordingly to include and embrace said area.

SECTION 3. Plat and Ordinance to be Recorded: The certified Plat Map as aforesaid and duly certified by the West Point City Recorder to be a full, true and correct copy as filed and deposited with the City Recorder, shall forthwith be filed and recorded by the City Recorder in the office of the County Recorder of Davis County, Utah, together with a certified copy of this Ordinance. The City Recorder is also directed to file a notice of impending boundary action and amended articles of incorporation reflecting said annexation with the Lieutenant Governor of the State of Utah as required by Utah Code §10-2-813.

SECTION 4. Zoning Classification: The Annexation Area is hereby assigned the A-5 (Agricultural) zoning designation.

SECTION 5. Notices and Filing: The West Point City Mayor, City Recorder, City Attorney, and other authorized officers, employees and agents of the City are hereby empowered to make such filings and to provide such notices as legally required to effect and formalize the annexation described in this Ordinance.

SECTION 6. Action of Officers: All actions of the officers, agents, and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and approved.

SECTION 7. Effective Date: This Ordinance shall become effective immediately upon posting after final passage.

PASSED AND ADOPTED this 19th day of August, 2025

**WEST POINT CITY,
A Municipal Corporation**

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

EXHIBIT A

PARCEL ID:

14-037-0032
14-334-0001
14-334-0002

LEGAL DESCRIPTION:

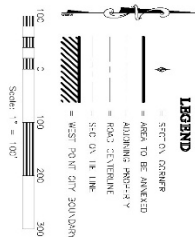
PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EXISTING WEST POINT CITY BOUNDARY LINE, SAID POINT BEING 1197.22 FEET SOUTH 89°59'33" EAST ALONG THE SECTION LINE AND 1288.10 FEET NORTH 00°00'27" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 30 (SAID QUARTER CORNER BEING NORTH 89°59'33" WEST 2687.69 FEET FROM THE CENTER OF SAID SECTION 30);
THENCE ALONG SAID CITY BOUNDARY LINE THE FOLLOWING TWENTY-FIVE (25) COURSES:
(1) SOUTH 00°38'32" EAST 128.95 FEET; (2) SOUTH 35°19'00" WEST 20.42 FEET; (3) SOUTH 29°25'00" WEST 51.71 FEET; (4) SOUTH 60°49'00" WEST 65.47 FEET; (5) SOUTH 69°10'00" WEST 37.74 FEET; (6) SOUTH 79°24'00" WEST 39.11 FEET; (7) NORTH 83°14'00" WEST 36.90 FEET; (8) SOUTH 76°40'00" WEST 27.63 FEET; (9) SOUTH 51°10'00" WEST 74.88 FEET; (10) SOUTH 12°59'00" WEST 51.76 FEET; (11) SOUTH 41°39'00" WEST 84.22 FEET; (12) SOUTH 29°50'00" WEST 120.66 FEET; (13) SOUTH 48°56'00" WEST 41.52 FEET; (14) SOUTH 41°46'00" WEST 45.17 FEET; (15) SOUTH 54°29'00" WEST 87.94 FEET; (16) SOUTH 45°14'00" WEST 38.76 FEET; (17) SOUTH 52°50'11" WEST 72.08 FEET; (18) SOUTH 57°01'05" WEST 103.75 FEET; (19) SOUTH 87°25'08" WEST 117.38 FEET; (20) SOUTH 36°10'52" WEST 104.34 FEET; (21) SOUTH 68°39'50" WEST 126.03 FEET; (22) SOUTH 39°27'58" WEST 106.11 FEET; (23) SOUTH 84°01'51" WEST 83.17 FEET; (24) SOUTH 33°00'47" WEST 184.68 FEET; (25) SOUTH 46°52'58" WEST 68.97 FEET TO THE CENTERLINE OF SR-37;
THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:
(1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 280.90 FEET, AN ARC LENGTH OF 185.01 FEET, A DELTA ANGLE OF 37°44'16", A CHORD BEARING OF NORTH 18°43'05" WEST, AND A CHORD LENGTH OF 181.69 FEET; (2) NORTH 00°09'03" EAST 1012.19 FEET TO THE EXISTING WEST POINT CITY BOUNDARY LINE;
THENCE ALONG SAID CITY BOUNDARY LINE SOUTH 89°43'06" EAST S89°43'06"E 1374.11 FEET TO THE POINT OF BEGINNING.



**PLAT OF ANNEXATION TO
WEST POINT CITY ORDINANCE #**

PART 0² THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, AND PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
DAVIS COUNTY, UTAH
JULY, 2025

CURVE TABLE



LEGEND

- 

 = SETT'D ON CORNER

 = AREA TO BE ANNEXED

 = ADJOINING PROPERTY

 = ROAD CENTERLINE

 = S-C ON THE LINE

 = WEST POINT CITY BOUNDARY

SURVEYOR'S CERTIFICATE

1. **ASCON I, PLLC** DECREE CERTIFY THAT A PROFESSIONAL AND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND BY THE AUTHORITY OF THE COURT, I HAVE MADE THIS ANNOTATION THAT FOR WEST POINT CITY AND I-40 IT IS IN ACCORDANCE WITH SECTION 17-22-20 (2) - THE UTAH STATE CODE.

SWIMMING PHS DAY 0 25

UTAH LICENSE NUMBER



AREA TO BE ANNEXED

[illegible]

DAVIS COUNTY SURVEYOR

THIS PLAN IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAN AS
REQUIRED BY UAH CODE 17-25-201.
APPROVED THIS _____ DAY OF _____, 20____

WEST POINT CITY

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAN WAS DULY APPROVED BY THE WEST POINT CITY.

APPROVED THIS _____ DAY OF _____, 20____

NARRATIVE

14. $\text{ZnO} + \text{CO} \rightarrow \text{Zn} + \text{CO}_2$ $\text{H}_2\text{S} + \text{Al} \rightarrow \text{Al}_2\text{S}_3 + \text{H}_2$ $\text{H}_2\text{S} + \text{HNO}_3 \rightarrow \text{H}_2\text{O} + \text{SO}_2 + \text{HNO}_2$

ANALYSIS OF BEARINGS

THESE COORDINATES FOR THIS TOWN WERE OBTAINED FROM THE U.S. GEOLOGICAL SURVEY AND THE CENTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MOUNTAIN, U.S. SURVEY. SHOWN HEREON AS: S80°59'33"E [NAD83 S80°36'26"E]

Project Info



**Reeve
& Associates, Inc.**

100 N. MARY ST. STE. 14 MARYSVILLE OH 44642
TEL (614) 611-1900 FAX (614) 611-2405 www.reeveinc.com

TEL: (031) 611-2105 FAX: (031) 611-2665 WWW: www.ams.org

Surgeon:	J. ELLI
Paragon:	E. BROCKE
Date:	1-9-25
Name:	AMANDA PLAT
Number:	7655-12
Research:	7-14-25 E.R.
Score:	T=100
Re-est:	

August 19, 2025



WEST POINT CITY

3200 W 300 N
West Point, UT 84015
801.776.0970

ANNEXATION PETITION

(Must be filed with the City Recorder. All required documents must be attached. Incomplete submissions will not be accepted)

PETITION TITLE: Allen Subdivision & Adjoining Properties

PROPERTY LOCATION: Parcel ID(s): 140370032 - 143340001 - 143340002 **ACREAGE:** 19.923
~~20.058~~

AFFECTED PROPERTY OWNER NAMES:

(within Proposed Annexation Area):

ALLEN, JIM P & JANETTE M - ETAL - TRUSTEES

FLINT INVESTMENTS LLC DBA HAWK HOMES

WAYNE D GREEN LLC

PROPERTY ADDRESS:

1924 N 5000 WEST

1878 N 5000 WEST

PARCEL ID#:

140370032

143340001

143340002

Attach additional sheet as needed

PETITION MAIN CONTACT PERSON:

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

Name: Hunter Murray

Phone: 801-628-3140

Mailing Address: 590 N. Kays Drive

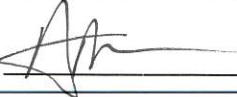
City: Kaysville

State: UT Zip: 84037

Email: hunter@hgroupventures.com

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

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

Signature of Petitioner: 

05-14-2025

Date Submitted

Petitioner Information (If different than Main Contact):

Name: _____

Phone: _____

Mailing Address: _____

Email: _____

OFFICE USE ONLY: Date Submitted: _____

Received By: _____

CONTINUED LIST OF AFFECTED PROPERTY OWNERS/ADDRESS/PARCEL ID#'S
(IF NEEDED)

AFFECTED PROPERTY OWNER NAMES:

(within Annexation Area):

Jim Allen (ALLEN, JIM P &
JANETTE M - ETAL - TRUSTEES)

Jed Flint (FLINT INVESTMENTS LLC DBA HAWK HOMES)

Wayne Green (WAYNE D GREEN LLC))

PROPERTY ADDRESS:

1924 N 5000 WEST

1878 N 5000 WEST

PARCEL ID#:

140370032

143340001

143340002

Attach additional sheet(s) as needed

PETITION MAIN CONTACT PERSON: Hunter Murray

PHONE: 801-628-3140

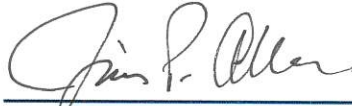
**OFFICIAL PROPERTY OWNER(S) SIGNATURES IN FAVOR
OF ANNEXATION PETITION**

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

By signing below, I certify that I am the owner or majority property owner of the unincorporated property identified and that I am in favor of this petition to annex said property into the boundaries of West Point City:

Jim Allen (ALLEN, JIM P &
JANETTE M - ETAL - TRUSTEES)

Property Owner Name


Property Owner Signature

140370032

Property Address or Parcel ID

5/15/2025
Date

Jed Flint (FLINT INVESTMENTS LLO DBA HAWK HOMES)

Property Owner Name


Property Owner Signature

1924 N 5000 WEST / 143340001

Property Address or Parcel ID

4/25/25
Date

Property Owner Name

Property Owner Signature

Property Address or Parcel ID

Date

Property Owner Name

Property Owner Signature

Property Address or Parcel ID

Date

Property Owner Name

Property Owner Signature

Property Address or Parcel ID

Date

Property Owner Name

Property Owner Signature

Property Address or Parcel ID

Date

NOTICE TO PROPERTY OWNERS:

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

If you sign this petition in favor of this proposed annexation and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the West Point City Recorder.

If you choose to withdraw your signature, you shall do so no later than 30 days after West Point City receives notice that the petition has been certified.

PLAT OF ANNEXATION TO WEST POINT CITY ORDINANCE # _____

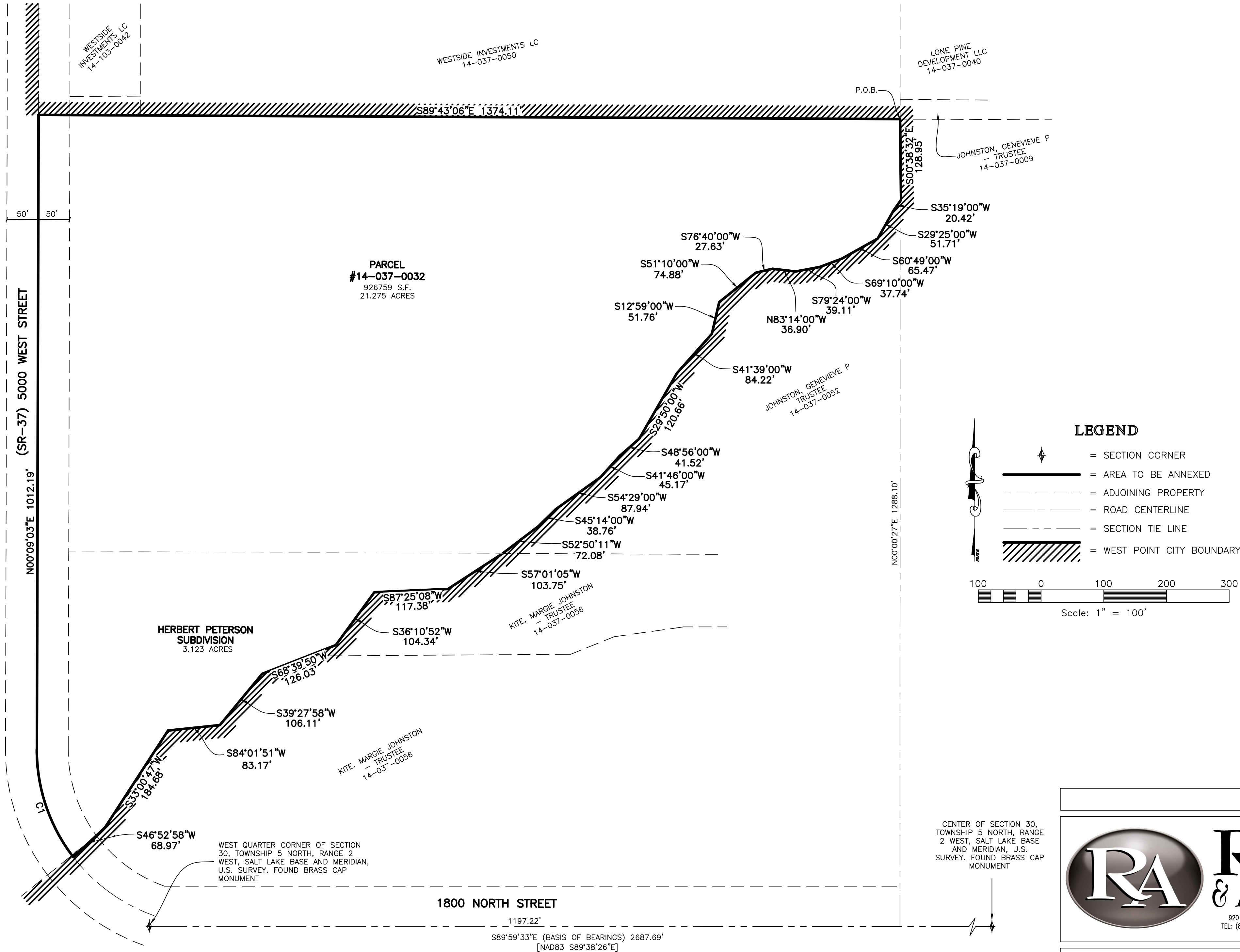
PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, AND PART OF THE NORTHEAST QUARTER
OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
DAVIS COUNTY, UTAH
JULY, 2025



VICINITY MAP
NO SCALE

CURVE TABLE

CURVE	RADIUS	ARC	LTH	CHD	LTH	CHD	BEARING	DELTA
CT	280.90'	185.01'	181.69'	118'43"	05"	W	137°44'16"	



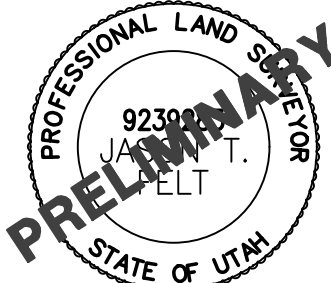
SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR
IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22,
PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT BY THE AUTHORITY
OF THE OWNER, I HAVE MADE THIS ANNEXATION PLAT FOR WEST POINT CITY AND
THAT IT IS IN ACCORDANCE WITH SECTION 17-23-20 OF THE UTAH STATE CODE.

SIGNED THIS _____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



AREA TO BE ANNEXED

PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WEST POINT CITY BOUNDARY LINE, SAID POINT
BEING 1197.22 FEET SOUTH 89°59'33" EAST ALONG THE SECTION LINE AND 1288.10
FEET NORTH 00°00'27" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 30
(SAID QUARTER CORNER BEING NORTH 89°59'33" WEST 2687.69 FEET FROM THE CENTER
OF SAID SECTION 30); THENCE ALONG SAID CITY BOUNDARY LINE THE FOLLOWING
TWENTY-FIVE (25) COURSES: (1) SOUTH 00°38'32" EAST 128.95 FEET; (2)
SOUTH 35°19'00" WEST 20.42 FEET; (3) SOUTH 29°25'00" WEST 51.71 FEET; (4)
SOUTH 60°49'00" WEST 65.47 FEET; (5) SOUTH 69°10'00" WEST 37.74 FEET; (6)
SOUTH 79°24'00" WEST 39.11 FEET; (7) NORTH 83°14'00" WEST 36.90 FEET; (8)
SOUTH 76°40'00" WEST 27.63 FEET; (9) SOUTH 51°10'00" WEST 74.88 FEET; (10)
SOUTH 12°59'00" WEST 51.76 FEET; (11) SOUTH 41°39'00" WEST 84.22 FEET; (12)
SOUTH 29°50'00" WEST 120.66 FEET; (13) SOUTH 48°56'00" WEST 41.52 FEET; (14)
SOUTH 41°46'00" WEST 45.17 FEET; (15) SOUTH 54°29'00" WEST 87.94 FEET; (16)
SOUTH 45°14'00" WEST 38.76 FEET; (17) SOUTH 52°50'11" WEST 72.08 FEET; (18)
SOUTH 57°01'05" WEST 103.75 FEET; (19) SOUTH 87°25'08" WEST 117.38 FEET; (20)
SOUTH 36°10'52" WEST 104.34 FEET; (21) SOUTH 68°39'50" WEST 126.03 FEET; (22)
SOUTH 39°27'58" WEST 106.11 FEET; (23) SOUTH 84°01'51" WEST 83.17 FEET; (24)
SOUTH 33°00'47" WEST 184.68 FEET; (25) SOUTH 46°52'58" WEST 68.97 FEET TO THE
CENTERLINE OF SR-37; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2)
COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS
OF 280.90 FEET, AN ARC LENGTH OF 185.01 FEET, A DELTA ANGLE OF 37°44'16", A
CHORD BEARING OF NORTH 18°43'05" WEST, AND A CHORD LENGTH OF 181.69 FEET;
(2) NORTH 00°09'03" EAST 1012.19 FEET TO THE EXISTING WEST POINT CITY BOUNDARY
LINE; THENCE ALONG SAID CITY BOUNDARY LINE SOUTH 89°43'06" EAST S89°43'06"E
1374.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 926,759 SQUARE FEET OR 21.275 ACRES.

DAVIS COUNTY SURVEYOR

THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT AS
REQUIRED BY UTAH CODE 17-23-20.

APPROVED THIS _____ DAY OF _____, 20____.

DAVIS COUNTY SURVEYOR

WEST POINT CITY

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT WAS DULY APPROVED
BY THE WEST POINT CITY.

APPROVED THIS _____ DAY OF _____, 20____.

WEST POINT CITY

NARRATIVE

THE PURPOSE OF THIS PLAT IS ANNEX THIS PROPERTY TO WEST POINT CITY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT BETWEEN THE WEST QUARTER CORNER AND
THE CENTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE
AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: S89°59'33"E [NAD83 S89°38'26"E]

Project Info.

Surveyor:

J. FELT

Designer:

E. BROCHE

Date:

5-9-25

Name:

ANNEXATION PLAT

Number:

7605-12

Revision:

7-14-25 E.R.

Scale:

1"=100'

Checked:

Davis County Recorder

Entry No. _____ Fee Paid

And Recorded: _____

At _____ In Book _____

Of The Official Records, Page _____

Recorded For: _____

Davis County Recorder

_____ Deputy.



Reeve & Associates, Inc.

920 CHAMBER STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

CITY COUNCIL STAFF REPORT

Subject: Residential Landscaping Amendments
Author: Bryn MacDonald
Department: Community Development
Date: August 19, 2025



Background

Weber Basin Water Conservancy District has asked cities to update their landscaping codes to support greater water efficiency. In response, the City Council, with input and recommendation from the Planning Commission, previously adopted changes that included eliminating grass in park strips. More recently, Weber Basin has requested additional updates to align with the requirements of their rebate programs, including the “Landscape Lawn Exchange” and “Flip Your Strip.” If adopted, these changes would make West Point residents eligible to participate in those programs.

On December 3 and 17, 2024, the City Council reviewed Weber Basin Water Conservancy District's requirements for landscaping code updates and directed the Planning Commission to develop draft changes and provide a recommendation. The Planning Commission discussed the matter on February 27 and April 10, 2025, with input from Jon Parry of Weber Basin. The Planning Commission discussed the item further on April 24th and May 8th, 2025. A public hearing was held on May 22, 2025.

Jon Parry from Weber Basin attended City Council on July 15, 2025, and presented information regarding water usage and conservation.

Process

Amendments to Title 17 Land Use and Development Code are legislative actions. In legislative matters, the Planning Commission and City Council have broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. Any amendments to the code require a public hearing and recommendation from the Planning Commission, before a final decision is adopted by the City Council. The Council must now hold a public hearing and can approve, deny, or modify the request.

Analysis

The code currently requires all single-family homes to be landscaped. Property owners can install 100 percent lawn in their yards, or they can do a combination of lawn and xeriscape. In order for residents to qualify for incentives, Weber Basin lists the following minimum requirements that must be adopted into landscape ordinances by municipalities:

- Areas within the public right of way between the curb and gutter and the sidewalk (park strips) shall not be landscaped with lawn.
- Lawn areas will not be allowed in park strips or areas that are less than 8 ft wide at its narrowest point.
- Lawn areas will not exceed 35% of the front and side yard landscaped areas for single-family residential.
- New commercial, industrial, institutional, and multi-family developments shall not have lawn areas that exceed 15% of the total landscaped area, outside of designated active recreational areas that meet District design and landscape standards.

Currently, West Point City Code states that if a property owner wants to do more than 30 percent xeriscape/rock, they must submit an application to staff for review and approval. The code would be changed to state that lawn areas cannot exceed 35% of the front and side yard. There are already requirements for providing a certain amount of living material (plants, shrubs, and trees), and those would remain the same.

The City has already adopted the code not allowing grass in park strips or areas less than 8 feet wide, so no changes would need to be made to accommodate those requirements.

Recommendation

The Planning Commission recommended approval of the changes to the landscaping ordinance.

Attachments

Ordinance

Draft 17.70.040 Residential Landscaping Requirements Code

ORDINANCE NO. 08-19-2025B

**AN ORDINANCE AMENDING WEST POINT CITY CODE
17.70.040 RESIDENTIAL LANDSCAPING
REQUIREMENTS**

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) desires to amend section 17.70.040 Residential Landscaping Standards; 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 amendments; and,

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

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

Section One: **Adoption of New Provisions**

Section 17.70.040 Residential Landscaping Requirements of the West Point City Code is adopted to read as contained in Exhibit A, attached hereto and incorporated by this reference.

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 Code to bring the text 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 19th day of August, 2025.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

17.70.040 Residential landscaping requirements.

Landscaping on residential lots shall comply with the following standards:

- A. Landscaping shall be installed in front yards on the entire width of the lot including park strips but excluding the driveway. On corner lots, landscaping shall be installed in all areas between the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.
- B. No new turfgrass shall be planted in park strips or areas with a width of eight feet or less. Park strips shall be landscaped with trees, shrubs, pavers, rock, mulch, or another ground cover. Concrete may be used as long as it is constructed in a way that distinguishes it from the adjacent sidewalk such as stamping with a brick, stone or finishing it with other decorative patterns. All exposed utilities (such as meter boxes and valves) located in the park strip shall have a minimum clearance of one foot from all concrete.
- C. Landscaping shall include a combination of lawn, shrubs, ground cover, or trees. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or nonliving organic permeable material. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.
- D. ~~Residential dwelling lots shall have no more than 30 percent of “mulch” meaning material such as natural crushed rock, bark, wood chips, or other materials left loose and applied to the soil (excluding driveways).~~ The following materials shall be prohibited in the landscaped area: crushed asphalt, recycled concrete, slag, and road base.
- E. On lots over one-half acre in size, landscaping shall only be required on 100 feet of street frontage to the depth of the front yard setback.
- F. Said landscaping shall be completed within one year from the date the certificate of occupancy was issued for the residence or within one year of removal of landscaping.
- G. ~~Turfgrass for new yards is limited to a maximum of 35 percent of the total square footage of the front and side yards, excluding driveways. If more than 30 percent of “mulch” (as defined in subsection (D) of this section) is desired (excluding driveways), an application, including a professional landscape plan, must be submitted for review by the community development director. Landscapes completely devoid of planned live vegetation are prohibited. Areas without turfgrass must include the following minimum requirements:~~
 - 1. A combination of at least two different types of “mulch” materials must be used such as artificial turf, rock of different sizes and colors, or wood chips.

2. *Live Vegetation.* The following standards for live vegetation shall be considered the minimum requirement:

- a. One shrub (this includes ornamental grasses, perennial flowers, and other plants with a minimum of 12 inches in height or spread) shall be installed or used for every 100 square feet of the landscaped area; and one tree for every 1,000 square feet of the landscaped area; or
- b. One shrub (this includes ornamental grasses, perennial flowers, and other plants with a minimum of 12 inches in height or spread) shall be installed for every 50 square feet of the landscaped area;

3. *Trees.* Trees that are used in the calculation for live vegetation shall meet the following minimum size requirement:

- a. Deciduous: two-inch caliper;
- b. Ornamental and flowering: one-and-one-half-inch caliper;
- c. Evergreen: six feet tall.

H. New landscape areas less than eight feet wide shall use drip irrigation on its own irrigation zone and no overhead spray irrigation shall be allowed.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL June 3rd, 2025

Mayor:

Brian Vincent

City Council:

Annette Judd, *Mayor Pro Tem*

Jerry Chatterton

Michele Swenson

Brad Lee

Trent Yarbrough

City Manager:

Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on June 3, 2025, at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 827 5542 6174 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Brad Lee, Council Member Trent Yarbrough, Council Member Michele Swenson (attending virtually), and Council Member Annette Judd

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: Mike Bastian. No sign-in is required for those viewing online.

1. Discussion Regarding the FY2026 Tentative Budget for West Point City & CDRA – Mr. Ryan Harvey

Mr. Harvey presented the FY2026 Tentative Budget for West Point City and the Community Development Renewal Agency (CDRA).

In regards to the CDRA budget, adjustments include a \$20,000 increase in long-term debt principal payments and a corresponding \$20,000 decrease in interest expenses, keeping the overall budget unchanged. Tax increment revenues totaled \$222,000, consistent with the prior year. No questions were raised.

Mr. Harvey then discussed proposed changes to the city's fee schedule, effective before the fiscal year-end. A 3% rate increase from Ace Disposal will raise black can fees by 50 cents to \$14.30 each, while green waste and recycling fees remain unchanged to encourage usage and reduce landfill waste. Council Member Chatterton questioned subsidizing green waste and recycling, suggesting a uniform 3% increase across all cans. The Council discussed the philosophy of promoting recycling, noting that the increase applies to black cans (required for all residents) and serves as an incentive to switch from a second black can to recycling/green waste options. Education efforts, including front desk discussions with new residents and a recycling plant tour for staff, were highlighted to inform residents. Council Member Swenson shared her personal experience, noting the increase may motivate her household to recycle more. The Council agreed to proceed with the proposed structure but emphasized improving public education.

Additional fee schedule changes include increasing football fees to \$200 for residents and \$325 for non-residents (up \$25 and \$75, respectively), updating the North stormwater impact fee to \$4,727 per acre, and the North Davis sewer impact fee to \$3,454 (from \$3,256). Minor text adjustments relocate the permanent sign permit and correct transportation impact fee placement. No questions were raised.

On property taxes, Mr. Harvey noted the certified rate is expected by the end of the week or early next week. The city has pursued truth-in-taxation annually, and he sought Council direction on whether to continue this process or approve the final budget without it. The Council unanimously indicated support for truth-in-taxation to allow further analysis.

Mr. Harvey reviewed previously discussed budget changes, including maintaining the fireworks budget pending evaluation of this year's show for the 2026 U.S. 250th anniversary. The tentative budget incorporates all prior adjustments, with final adoption possible in August via truth-in-taxation. No further questions were raised.

The Council thanked Mr. Harvey for his presentation and will continue budget discussions in future meetings.

2. Discussion Regarding an Amendment to the Grant Agreement for the 300 N Road Project – Mr. Boyd Davis

Due to time, this item was discussed in tonight's General Session.

3. Discussion Regarding Commercial Rezone Request and Development for Lot 2 at 12 N 2000 W – Mrs. Bryn MacDonald

Mrs. Bryn MacDonald presented a detailed discussion on a commercial rezone request for two lots located at approximately 12 N 2000 W, just south of SR 193 and adjacent to Smiths Marketplace. The discussion followed a previous public hearing that addressed both lots, with the residential portion of the property already rezoned to R-4 (higher-density residential) during a prior meeting. The focus of this session was on the two commercial lots proposed for rezoning from R-4 and A-40 to the Community Commercial (C-C) zone, with particular emphasis on Lot 2 due to recent developments regarding Lot 1.

Mrs. MacDonald explained that Lot 1, originally considered for a medical professional office building, no longer had a proposed user after the prospective developer terminated their contract and withdrew their intent to purchase. As a result, no specific development plan was available for Lot 1, leaving its future use open to any permitted uses within the C-C zone, which allows for a variety of commercial activities such as retail, dining, and office spaces. The lack of a specific user for Lot 1 shifted the Council's attention to Lot 2, where a conceptual plan had been submitted.

For Lot 2, the applicant proposed a development featuring Nielsen Frozen Custard as the primary use in the front portion of the lot, occupying a portion of the site, with approximately 6,000 square feet reserved at the back for a future secondary commercial use, also compliant with C-C zoning. Mrs. MacDonald emphasized that the plan was conceptual, meaning it was subject to further refinement during the site plan review process, which would address details such as building elevations, landscaping, parking configurations, and compliance with city standards. A key requirement for Lot 2 is providing cross-access to the adjacent Big O Tires property to ensure connectivity and traffic flow between the commercial properties. The conceptual plan did not yet fully illustrate this cross-access, but the developer had been informed of the requirement and agreed to incorporate it into the final site plan.

A draft development agreement for Lot 2 was presented, outlining several key provisions to guide the development process and ensure compliance with city objectives. The agreement specified that:

- The front portion of Lot 2 would be developed as Nielsen Frozen Custard.
- The back 6,000 square feet would be reserved for any commercial use permitted in the C-C zone, subject to site plan approval.
- Both uses (Nielsen Frozen Custard and the future use) would undergo a thorough site plan review process, evaluating building design, landscaping, parking, and other site-specific details.
- Cross-access to the adjacent Big O Tires property would be finalized as part of the site plan approval, ensuring seamless connectivity.
- If a different user is proposed for the front portion instead of Nielsen Frozen Custard, the developer must return to the Council to amend the development agreement to reflect the new user.
- If Nielsen Frozen Custard does not commence development within two years, the agreement allows the Council to initiate a rezone process to revert the property's zoning, though Mrs. MacDonald clarified that zoning cannot automatically revert and would require a formal rezone process. The developer had reviewed and agreed to these terms, indicating their commitment to the proposed framework.

Mrs. MacDonald outlined the Council's options for moving forward with the rezone request, which applied to both lots but could be handled separately due to the differing statuses:

- **Approve the rezone for both lots:** This would rezone both Lot 1 and Lot 2 to C-C, with Lot 1 open to any permitted C-C use without a specific user and Lot 2 governed by the development agreement for Nielsen Frozen Custard and the future use.
- **Approve only Lot 2 with the development agreement and table Lot 1:** This option would rezone Lot 2 to C-C with the agreed-upon development terms and postpone action on Lot 1 until a specific user or development plan is proposed, avoiding the need to restart the rezone process later.
- **Deny the rezone for Lot 1:** This would reject the C-C zoning for Lot 1, requiring a new application if a future user emerges, though Mrs. MacDonald advised against denial due to the inefficiency of restarting the process if a user is identified soon (e.g., within a week).

Mayor Vincent sought clarification on the cross-access provision, asking how it would be finalized. Mrs. MacDonald confirmed that city staff would work with the developer during the site plan review to determine the optimal placement and design of the cross-access, ensuring it meets traffic and safety standards without requiring further Council action unless significant issues arose. The Council expressed a preference for tabling Lot 1 to avoid committing to a zoning change without a defined use, thus preventing speculative development. They noted that tabling Lot 1 would allow a quicker process to resume once a user is identified, as opposed to denying the rezone and requiring a new application. For Lot 2, the Council was comfortable with the proposed development agreement and the conceptual plan for Nielsen Frozen Custard, appreciating the clarity it provided while maintaining flexibility for the secondary use.

No further concerns or questions were raised, and the Council agreed to consider approval of the rezone and development agreement for Lot 2 in tonight's General Session, with Lot 1 likely to be tabled pending a future user proposal.

4. Discussion Regarding a Proposed PRUD Overlay Zone on Property Located at Appx. 2350 N 5000 W (Lone Pine Development) – Mrs. Bryn MacDonald

Mrs. MacDonald presented a proposed Planned Residential Unit Development (PRUD) overlay zone for a property located at approximately 2350 N 5000 W, known as the Lone Pine Development. Mike Bastian was in attendance at the meeting representing the developers. The property, currently zoned R-1 (single-family residential with a minimum lot size of 10,000 square feet), seeks a PRUD overlay to allow a 16% density bonus, resulting in 213 lots at a density of 2.56 units per acre, compared to a maximum of 219 lots achievable with a 20% density bonus under the city's PRUD code. The proposal was submitted under the existing PRUD ordinance, as a new PRUD code is under review and not yet adopted.

The proposed development includes lots ranging from 10,000 to 16,000 square feet, with an average lot width of 95 feet, though some lots are as narrow as 85 feet, compared to the R-1 standard of 100 feet. The layout accommodates varied housing types, such as ramblers, which require wider lots. The site plan features two access points: one at 5000 W and another at 4500 W, with potential adjustments to share a single access point with adjacent southern properties as they develop. The Planning Commission recommended approval with three conditions: (1) removal of Lot 49 to create a 0.33-acre usable open space near the road, suitable for a playground or similar amenity; (2) adoption of architectural standards consistent with nearby Whitesides and Bennett subdivisions, requiring either 40% brick or stone (with 3-foot wainscoting on sides if 30% brick is used) or 100% Hardy board with rock accents; and (3) capping the density bonus at 16%.

The density bonus is justified by three proposed amenities: (1) dedication of a 0.5-acre regional trail, aligned with the city's parks master plan, offering up to a 10% density bonus; (2) 3.6 acres of additional open space surrounding the trail, including a 0.33-acre parcel near the road for a playground or bike track; and (3) enhanced architectural standards as described. The trail runs along a drainage slew, connecting to a future UDOT trail and an existing trail on Mike Hatch's adjacent property. Located on flat, non-wetland land above the slew's bank, the trail is suitable for future development as a maintained trail or park space. The open space enhances usability compared to narrow trail corridors, with the 0.33-acre parcel positioned for community amenities.

The Council's discussion focused heavily on the future development of the dedicated park and trail area, particularly regarding utility connections to support potential amenities like a restroom, playground, or irrigation system. Mr. Bastian confirmed that the dedicated land would be cleared and leveled before being transferred to the city, with the city responsible for further improvements such as grass, playground equipment, or other facilities. The Council and Mr. Bastian explored the installation of utility connections (secondary water, culinary water, sewer, and power) to support future park development, estimating costs at \$20,000 to \$30,000 for construction, excluding connection fees, which could include a \$4,000 sewer impact fee per connection. Mr. Bastian proposed covering the construction costs for one or two connection points if the city would cover connection fees, noting that this arrangement was new territory, as the city had not previously received a park donation with a trail system like this.

Council Member Chatterton emphasized the challenge of planning utilities without a finalized park design, as the specific needs (e.g., power for lighting, water for irrigation, or sewer for a restroom) were unclear. Mr. Laws acknowledged the complexity, noting that the city was navigating uncharted territory, as prior land donations like in the Pheasant Creek Subdivision differed in scope and use. He expressed appreciation for Mr. Bastian's willingness to negotiate but highlighted the difficulty of anticipating all requirements early in the process. The Council viewed the park and trail dedication as a significant community benefit, justifying the density bonus, but sought clarity on responsibilities.

Mayor Vincent referenced other developments where developers fully constructed parks, suggesting that covering utility installation might be a reasonable expectation within the PRUD's "give and take" framework. Mr. Bastian noted that his density was already near the maximum allowed under the PRUD (16%), limiting further concessions, but he was open to splitting costs, with the developer handling construction and the city covering connection fees. Council Member Yarbrough suggested limiting utilities to one connection point to minimize costs, potentially including secondary water, culinary water, sewer, and a power transformer easement coordinated with Rocky Mountain Power. Mr. Davis confirmed that a single connection point, likely near the 0.33-acre open space, would suffice for basic amenities like irrigation or a future restroom, avoiding redundant infrastructure.

The Council appreciated the trail's rarity and its alignment with the parks master plan, noting that without the dedication, the developer could extend lots to the slew, eliminating trail opportunities. No decision was made during the session, as further details on utility specifications and cost-sharing were needed. The Council agreed to revisit the topic in the next administrative session in two weeks, aiming for action in the subsequent General Session. In the meantime, Mr. Bastian agreed to discuss transformer placement with Rocky Mountain Power to refine the proposal.

5. Discussion Regarding an Amendment to the Harvest Fields Development Agreement – Mrs. Bryn MacDonald

Mrs. MacDonald Mrs. Bryn MacDonald presented a proposed amendment to the Harvest Fields Development Agreement, specifically addressing Lot 123, developed by Ovation Homes. The amendment was prompted by a request to adjust the property line of Lot 123 to preserve a group of mature trees on the adjacent property to the north, owned by a neighboring property owner. The existing trees, located directly along the shared property line, are significant to the adjacent owner, who has previously cooperated with the city by allowing the installation of a sidewalk in front of their property, facilitating pedestrian connectivity in the Harvest Fields subdivision.

To accommodate the preservation of these trees, Ovation Homes proposed shifting the property line of Lot 123 approximately three feet southward. This adjustment would reduce the size of Lot 123 to slightly below the minimum 10,000-square-foot requirement stipulated in the original Harvest Fields Development Agreement, which aligns with the zoning standards for the area. Mrs. MacDonald explained that the amendment seeks to modify the agreement to explicitly allow Lot 123 to be less than 10,000 square feet, ensuring compliance with city regulations while preserving the trees. The exact reduction in lot size was not finalized, as a survey to confirm the precise boundary adjustment was still pending, but the shift was described as minor, approximately three feet, and intended solely to avoid removing the trees.

Council Member Swenson, participating via Zoom from Cleveland, Ohio, expressed strong support for the amendment, emphasizing the importance of preserving mature trees for environmental and aesthetic benefits. She explicitly stated her approval, wanting to be on record as supporting the effort to save the trees. Council Member Yarbrough also endorsed the amendment, noting the adjacent property owner's prior cooperation with the sidewalk installation as a positive factor in supporting their request to preserve the trees. He highlighted that the neighbor's willingness to work with the city on infrastructure improvements demonstrated a collaborative spirit, justifying the minor adjustment to the lot size.

Mrs. MacDonald noted that the proposed amendment was straightforward and did not alter other aspects of the development agreement, such as lot layout, infrastructure requirements, or architectural standards. The Planning Commission was scheduled to review the amendment at its next meeting, anticipated to occur the following week, to ensure compliance with zoning and development standards. Following the Planning Commission's review, the amendment would return to the City Council for final action at a subsequent meeting, likely in two weeks, to formalize the approval through a resolution or ordinance amending the development agreement.

The Council raised no concerns or objections, unanimously supporting the tree preservation effort and the minor lot size adjustment. The discussion was brief, described as taking approximately 32 seconds in the meeting transcript, reflecting the straightforward nature of the proposal and the Council's agreement on its merits. Mrs. MacDonald confirmed that the Planning Commission will hold a public hearing on the proposed amended agreement, after which they would provide a recommendation to the City Council. It will then come before the City Council for another public hearing and consideration of final approval.

6. Discussion Regarding a Rezone for Property Located at 3700 W 1300 N (Applicant, Erik Craythorne) – Mrs. Bryn MacDonald

Mrs. MacDonald presented a rezone request submitted by applicant Erik Craythorne for a 4.2-acre parcel located at approximately 3700 W 1300 N. The property, currently zoned partially R-2 (single-family residential with a minimum lot size of 10,000 square feet) and partially A-40 (agricultural with a 40-acre minimum), is requested to be rezoned entirely to R-2 to facilitate a consistent residential development. The rezone would align the zoning of the entire parcel with the surrounding area's residential character and enable the proposed development to proceed under uniform zoning regulations.

The applicant submitted a concept plan for the 4.2-acre parcel, proposing the creation of 12 single-family residential lots. Mrs. MacDonald explained that the proposed density calculates to approximately 2.86 units per acre, derived from dividing the 12 lots by the 4.2 acres ($12 \div 4.2 = 2.857$, rounded up to 2.86). This figure was slightly higher than the theoretical maximum of 11.34 lots (4.2 acres $\times$ 2.7 units per acre, the typical R-2 density), but the rounding up to 12 lots was deemed acceptable within the zoning framework, as it remained consistent with R-2 standards. Each of the proposed lots would exceed the minimum 10,000-square-foot requirement for R-2 zoning, ensuring compliance with lot size regulations. Additionally, the lots were designed with increased widths compared to the minimum standards, providing more spacious layouts to accommodate the proposed housing type.

The concept plan specified that the development would consist of slab-on-grade patio homes, a style of single-story homes built directly on a concrete slab foundation, typically designed for low-maintenance living and often appealing to retirees or smaller households. These homes would feature wider lot frontages to enhance curb appeal and provide ample space for front yards and driveways, aligning with the aesthetic and functional goals of the surrounding Bennett Century subdivision phases.

Access to the proposed development would be provided via a public road connecting to the existing road network of the adjacent Bennett Century subdivision phases. Mrs. MacDonald noted that the road design included a temporary hammerhead turnaround at the end of the street to accommodate emergency vehicles and traffic flow until adjacent undeveloped lots to the rear (north) of the parcel are developed. Once those back lots are developed, the hammerhead would be removed, and the road would extend to connect with future phases, ensuring a cohesive street network. The temporary hammerhead was a standard solution to address interim access needs while maintaining compliance with fire and safety regulations.

In regards to the infrastructure for the development, the sewer system would connect to a separate sanitary sewer line, ensuring no reliance on septic systems and compliance with North Davis Sewer District requirements. The stormwater management plan included a shared land drain system, which would collect and convey runoff to a regional detention basin. Additionally, the storm drain infrastructure would extend to 1300 N, aligning with the city's broader stormwater management strategy to prevent flooding and manage runoff effectively. Mrs. MacDonald confirmed that these infrastructure plans had been reviewed by city staff and were consistent with engineering standards and regional utility plans.

The Planning Commission reviewed the rezone request and concept plan at a prior meeting and unanimously recommended approval, including the proposed 12-lot configuration. The Commission found the rezone appropriate given the partial R-2 zoning already in place and the compatibility of the proposed development with the surrounding residential area. The increased lot widths, slab-on-grade home design, and infrastructure integration were viewed as positive aspects that aligned with the city's general plan and zoning objectives for the area.

During the Council discussion, Mrs. MacDonald highlighted that the rezone would streamline development by eliminating the A-40 zoning, which was not suitable for the proposed residential use and reflected the parcel's historical agricultural designation rather than its current or future potential. The Council raised no concerns or questions about the proposal, indicating satisfaction with the Planning Commission's recommendation and the details of the concept plan. Mayor Vincent noted the straightforward nature of the rezone, given the parcel's location within an established residential area and the minimal deviation from standard R-2 density. The Council agreed that the rezone and concept plan appeared well-planned and compatible with the surrounding Bennett Century phases, particularly in terms of road connectivity and infrastructure integration. No modifications to the proposal were suggested, and the Council expressed confidence in the applicant's ability to proceed with the development as outlined, pending final approvals.

A public hearing for the rezone was scheduled for the next City Council meeting to allow community input. Following the public hearing, the Council would consider final approval of the rezone via ordinance.

Mrs. MacDonald noted this item was for further discussion on small area plans (commercial core and main street) but due to time, proposed deferring the discussion until before tonight's public hearing in the General Session. The Council agreed.

8. Other Items

Mayor Vincent that a closed session is on the agenda tonight after the General Session to discuss personnel matters.

No other items were discussed.

The Administrative Session adjourned.

DRAFT

**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
June 3rd, 2025**

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

General Session

7:00 PM

Minutes for the West Point City Council General Session held on June 3, 2025, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 827 5542 6174 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Brad Lee, Council Member Trent Yarbrough, Council Member Michele Swenson (attending virtually), and Council Member Annette Judd

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager; Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; and Casey Arnold, City Recorder

EXCUSED:

VISITORS PRESENT: Mike Bastian, Rick Scadden, Braun & Josie Bennett, Michelle Day, Lee McDermott, and Loretta Park. No sign-in is required for those viewing online.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** – Given by Council Member Lee.
4. **Communications and Disclosures from City Council and Mayor**

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – None

Council Member Chatterton – None

Council Member Lee – None

Mayor Vincent – Announced the appointment of Preston Lee as Executive Director of the Wasatch Integrated Waste Management District. Lee has served as the current landfill manager with 17 years of experience.

5. Communications from Staff

Mr. Laws stated that the Miss West Point Pageant will be this upcoming Saturday, June 7th, at 7 PM at Syracuse High School and encouraged all to attend this fun night that showcases some of the young women in our city. The first Summer Movie in the Park for this year will be on Friday, June 13th, featuring the live action Cinderella movie. This month's Senior Lunch will be on Tuesday, June 10th at the large pavilion at the Loy Blake Park. He also reminded the Council and public that the Candidate Filing period ends on Friday, June 6th at 5 PM. The mayor seat and two city council seats are up for election this year.

6. Citizen Comment

7. Consideration of Resolution No. 06-03-2025A, Approving the FY2026 Tentative Budget for West Point City – Mr. Ryan Harvey

Mr. Harvey reviewed the FY2026 tentative budget, which has been discussed with the Council over the past several meetings. . 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)

- Tavel 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)

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments.

Council Member Lee motioned to close the public hearing

Council Member Yarbrough seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

b. Action

The Council had no further questions or concerns regarding the tentative budget. The final budget will continue to be discussed and adjusted as needed until the final budget is adopted.

Council Member Lee motioned to approve Resolution No. 06-03-2025A

Council Member Yarbrough seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

8. Consideration of Approval of Resolution No. 06-03-2025B, Approving an Interlocal Agreement with Syracuse City for the Construction of 700 S – Mr. Boyd Davis

Mr. Davis explained that this is an interlocal agreement with Syracuse City for the construction of the 700 South road project, extending from SR 193 to approximately 4000 West. The project involves widening the road, installing a 36-inch reinforced concrete pipe to bury an existing ditch, and adding curb and gutter on the north side (within West Point City boundaries). The project is funded primarily through a Davis County third-quarter transportation funding program, which requires a 20% match on all project expenditures. The total project cost is estimated to require a maximum match of \$605,000, and the 20% match will be split equally between West Point City and Syracuse City, equaling approximately \$302,500 per city.

Mr. Davis explained that the project is already underway, with visible progress including the removal of trees along the project corridor and the delivery of piping materials for the ditch enclosure. West Point City is designated as the lead agency for the project, meaning it will manage construction and pay upfront costs, with Syracuse City reimbursing its share of the match upon project completion or as agreed in the interlocal agreement. The contractor, Marsh Construction, was awarded the bid, and Mr. Davis noted that the bids received were lower than the grant amount, suggesting potential cost savings below the estimated \$605,000 match. The agreement ensures that both cities share financial responsibilities equitably and outlines the coordination of construction efforts, including compliance with Davis County's funding requirements and project specifications.

The interlocal agreement was reviewed by Syracuse City, which indicated support and plans to consider approval at their next council meeting, scheduled within the following week or two. Mr. Davis emphasized the collaborative nature of the project, noting that the road serves as a shared corridor benefiting both municipalities, with the south side of 700 South falling within Syracuse City (where a sidewalk already exists) and the north side within West Point City. The project includes plans to extend the road to a future roundabout at 4000 West, enhancing connectivity and traffic flow in the region.

The Council has discussed this agreement in a previous meeting and expressed support for the cost-sharing arrangement and the alignment with regional transportation goals. No further questions or concerns were raised.

Council Member Judd motioned to approve Resolution No. 06-03-2025B

Council Member Lee seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

9. Consideration of Approval of Resolution No. 06-03-2025C, Approving an Interlocal Agreement with Davis County for the Construction of 700 S – Mr. Boyd Davis

Mr. Davis discussed this agreement in conjunction with Item 8, as it is for the same project on 700 S. He noted that Davis County owns the storm drain ditch.

No questions were raised.

Council Member Lee motioned to approve Resolution No. 06-03-2025C

Council Member Yarbrough seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

10. Consideration of Approval of Resolution No. 05-20-2025D, Approving an Amendment to the Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for the 300 N Road Project – Mr. Boyd Davis

Mr. Davis presented an amendment to the existing Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for the 300 North Road Project. This project, a significant infrastructure initiative for West Point City, involves improvements to 300 North, a key east-west corridor, to enhance traffic flow, safety, and connectivity in the region. The city recently 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.

The original agreement, established under the Davis County third-quarter transportation funding program, provided a grant of \$3.1 million to cover 80% of the project costs, with West Point City responsible for a 20% match, amounting to approximately \$600,000. The amendment adjusts the grant amount to \$4.1 million, maintaining the 80% funding from Davis County. 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.

Mr. Davis noted that the project is progressing, with preparatory work such as right-of-way negotiations underway, and the amendment ensures sufficient funding to complete the project without delays.

The Council expressed appreciation for the continued support from Davis County's transportation funding program and had no further questions or concerns.

Council Member Yarbrough motioned to approve Resolution No. 06-03-2025D

Council Member Chatterton seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

11. Consideration of Approval of Resolution No. 06-03-2025E, Approving a Development Agreement for Lot 2 of Nielsen Crossing – Mrs. Bryn MacDonald

Mrs. MacDonald presented a proposed development agreement for Lot 2 of the Nielsen Crossing development, located at approximately 12 N 2000 W, just south of SR 193 and adjacent to the Smiths grocery store in West Point City. During the earlier Administrative Session, Mrs. MacDonald explained that developer for lot 2 has submitted a conceptual site plan for a proposed drive-thru restaurant, and the proposed 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. However, there is not currently a concept plan for the development of Lot 1. This development agreement will only apply to Lot 2. A highlight of the agreement is as follows:

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 Planning Commission had previously reviewed the rezone and development plans, recommending approval of the C-C zoning for Lot 2 based on its alignment with the city's General Plan.

The Council had no further questions or concerns.

Council Member Chatterton motioned to approve Resolution No. 06-03-2025E

Council Member Judd seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

12. Consideration of Approval 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

Mrs. MacDonald discussed this item in conjunction with the development agreement approved in the previous item (Item 11). The Council was in agreeance with Staff's recommendation that as there is no proposed use or concept plan for Lot 1, that only Lot 2 be rezoned at this time to ensure that the lot is developed with a use that aligns with the city's vision for the space.

The Council had no further discussion.

Council Member Chatterton motioned to approve Ordinance No. 06-03-2025A, rezoning Lot 2 and tabling rezone of Lot 1 pending receipt of a proposed use and concept plan for its development

Council Member Lee seconded the motion.

Roll Call:

Council Member Judd – Aye

Council Member Chatterton – Aye

Council Member Yarbrough – Aye

Council Member Swenson – Aye

Council Member Lee – Aye

In Favor: All

Opposed: None

The Council unanimously agreed.

13. Public Hearing Regarding a Proposed PRUD Overlay Zone on Property at Appx. 2350 N 5000 W – Mrs. Bryn MacDonald

Mrs. MacDonald presented an application for a proposed Planned Residential Unit Development (PRUD) overlay zone for the Lone Pine Development, located at approximately 2350 N 5000 W, owned by Mike Bastian. The property, currently zoned R-1 (single-family residential, minimum 10,000 square foot lots), is proposed to receive a PRUD overlay to allow a 16% density bonus, resulting in 213 lots at a density of 2.56 units per acre, compared to a maximum possible 219 lots with a 20% density bonus under the city's PRUD code. The PRUD overlay allows flexibility in lot sizes and design while maintaining the underlying R-1 zoning, aligning with the city's General Plan and providing amenities to justify the increased density. The Council discussed the proposal in-depth in tonight's Administrative Session, and Mrs. MacDonald provided a brief overview of the proposed development, which spans approximately 83 acres. It includes single-family residential lots with a minimum size of 10,000 square feet and an average lot width of 95 feet, though some lots are as narrow as 85 feet, compared to the R-1 standard of 100 feet. Lot sizes range from 10,000 to 16,000 square feet, with central lots adjusted to 95–87 feet wide to accommodate varied housing types, such as ramblers that require wider footprints. The site plan includes two access points: one at 5000 W and another at 4500 W, with potential modifications to share a single access point with adjacent southern properties as they develop, aligning with traffic management goals.

The Planning Commission reviewed the proposal and recommended approval with three conditions:

1. Removal of Lot 49: This creates a 0.33-acre usable open space adjacent to the road, suitable for a playground, bike track, or similar community amenity.
2. Architectural Standards: Consistent with the Whitesides and Bennett subdivisions, requiring either 40% brick or stone exterior (with 3-foot wainscoting on sides if 30% brick is used) or 100% Hardy board with rock accents to ensure high-quality aesthetics.
3. Density Bonus Cap: Limiting the density bonus to 16% to balance development intensity with community benefits.

The proposed 16% density bonus is justified by three amenities, as permitted under the city's PRUD code, which allows up to a 20% bonus (10% for trails, up to 15% for other amenities like open space, with only one category per amenity type):

1. 0.5-Acre Regional Trail: Part of the city's parks master plan, the trail runs along a drainage slew and connects to a future UDOT trail and an existing trail on Mike Hatch's adjacent property. Positioned above the slew's bank on flat, non-wetland land, it is suitable for future development as a maintained trail or park space, offering up to a 10% density bonus.
2. 3.6 Acres of Additional Open Space: This includes the 0.33-acre parcel from the removal of Lot 49, ideal for a playground or community gathering space, and additional open areas surrounding the trail, enhancing usability compared to narrow trail corridors.
3. Architectural Standards: The high-quality exterior requirements add aesthetic value and community appeal, contributing to the remaining density bonus (6% combined with open space).

Mrs. MacDonald emphasized the value of the trail dedication, noting that without it, the developer could extend lots to the slew's edge, eliminating future trail opportunities. The trail and open space are seen as rare opportunities to secure regional recreational assets, aligning with community priorities for connectivity and public amenities.

Mayor Vincent opened the public hearing.

No comments.

The Council will continue discussions in a future meeting to address public concerns and further clarify the project before considering approval of the rezone.

Council Member Chatterton motioned to close the public hearing

Council Member Lee seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

14. Public Hearing Regarding the Small Area Plans – Mrs. Bryn MacDonald

Mrs. MacDonald stated that this public hearing is regarding two small area plans developed as part of the update to West Point City's General Plan: the Commercial Core Plan (north of SR 193, behind the Smiths grocery store) and the Main Street Plan (north of SR 193, near the golf course). These conceptual plans, created in collaboration with Downtown Redevelopment Services, are intended to guide future growth and development in these key areas as property owners propose projects. Mrs. MacDonald

emphasized that the plans are not binding or set in stone, as the city does not own the properties, and development timelines depend on property owners' decisions. Instead, the plans establish a vision for zoning, density, and land use to ensure cohesive and strategic growth, particularly in the commercial and civic hubs of West Point.

The plans have been presented to and discussed by the Council in previous meetings, and Mrs. MacDonald provided the following details outlined in each plan:

Commercial Core Plan

- **Location and Scope:** This plan covers the area north of SR 193, centered around 2000 W, behind the Smiths grocery store. It envisions a traditional commercial hub with big-box retail (e.g., Target, Chick-fil-A), outlying restaurants, and limited residential components to support the commercial activity.
- **Land Use Breakdown:**
 - **Retail:** The southern portion along SR 193 and 2000 W is designated for big-box retail and smaller commercial outbuildings, such as restaurants or service-oriented businesses, to capitalize on high visibility and traffic.
 - **Residential:** The plan includes a small area of multi-family apartments adjacent to existing apartments, acting as a buffer between commercial and residential zones. Townhomes are proposed in select areas, with single-family lots behind Smiths, ranging from 5,000–6,000 square feet in higher-density areas to larger lots further north.
 - **Flex Space/Business Park:** Purple-shaded areas on the plan are designated as flex space, which could serve as additional commercial retail, light industrial, or warehousing. These areas allow for adaptability based on market demand, potentially expanding the commercial core if retail is successful.
- **Focus Areas:** Mrs. MacDonald noted that discussions have primarily focused on protecting and enhancing the commercial retail along SR 193 and 2000 W, with specific attention to collector roads designed without driveway access to maintain traffic flow. The residential components are secondary, intended to support the commercial hub while maintaining compatibility with nearby neighborhoods.

Main Street Plan

- **Location and Scope:** This plan covers the area north of SR 193, near the golf course, and envisions a pedestrian-oriented, mixed-use “Main Street” area with civic and retail components, surrounded by residential development.
- **Land Use Breakdown:**
 - **Civic Center:** Orange-shaded buildings are designated for civic uses, such as a new City Hall, library, recreation center, police station, or performing arts center. These facilities aim to create a community hub for public services and gatherings.
 - **Main Street Retail:** Tan-shaded areas along a pedestrian-only Main Street are planned for walkable, “Mom and Pop” retail shops, fostering a small-town, community-oriented commercial experience.
 - **Residential:** Surrounding the Main Street, the plan includes townhomes (blue-shaded buildings) as a buffer to the commercial area, smaller single-family lots (6,000–7,000 square feet) near the golf course, and larger lots (2–3 units per acre) on the east side, buffering existing larger lots along 3000 W.
 - **Passive Park:** A 7-acre passive gathering park is proposed, designed for events like farmers' markets, concerts, or community gatherings, featuring a gazebo rather than sports fields. The park enhances the area's appeal as a community destination.
 - **Parking:** Parking is placed behind the Main Street retail to maintain a walkable, pedestrian-friendly environment, with shared parking for residential and commercial uses to optimize land use.
- **Focus Areas:** The plan emphasizes a vibrant, walkable Main Street with civic and retail synergy, supported by a mix of residential densities to ensure economic viability. The passive park and civic center are key features, addressing community desires for recreational and cultural spaces.

Mrs. MacDonald reiterated that the plans are conceptual, serving as a starting point for negotiations with developers. Mrs. MacDonald confirmed no developers are ready to build imminently, and the plans simply provide a framework for future zoning discussions (e.g., creating a mixed-use or Main Street zone). The city has collaborated with major property owners, particularly Property Reserve, Inc. (PRI), the real estate arm of The Church of Jesus Christ of Latter-day Saints, which owns significant portions of the Main Street area. PRI has reviewed the plans and is generally supportive, though they may propose changes, such as reserving land for church sites, when development occurs. Mayor Vincent and Council Member Chatterton clarified access points along SR 193, noting UDOT's approval of a future Mr. Laws noted that the Main Street plan shows homes over existing properties along 300

North, but the plan would likely adjust to align with property boundaries if owners choose not to sell. This addresses concerns from residents whose homes are depicted in the conceptual layout.

Mayor Vincent opened the public hearing.

Loretta Park –Clinton: Mrs. Park expressed opposition to the inclusion of her property at approximately 70 South 2000 West in the Commercial Core plan. She was unaware of the city’s plans until approached two weeks prior by a PRI representative suggesting she sell her property for management until development. Ms. Park, who has maintained the property as a memorial community garden for four years (private for the last two) since her husband’s passing, stated she is capable of managing it herself and has no intention of selling. She wished the city well but firmly declined participation in the development vision.

Michelle Day –West Point: Mrs. Day raised concerns about traffic congestion on 3000 W, particularly during school hours when backups extend from SR 193. She noted that proposed residential development in the small area plans would exacerbate this issue and urged the city to consider widening or improving 3000 W, as it was not addressed in the transportation plan she reviewed. Additionally, she highlighted community feedback on social media requesting a sit-down family restaurant (not fast food or alcohol-serving) and encouraged the city to incorporate such an amenity in the Commercial Core or Main Street plans.

The Council acknowledged Ms. Park’s opposition and clarified that the plans are conceptual, not requiring her to sell. Mr. Laws noted that development would adjust to respect property boundaries of unwilling sellers, ensuring Ms. Park’s garden remains unaffected unless she chooses otherwise. Council Member Swenson reiterated that the plans are not immediate, addressing public misconceptions that development is imminent. The conceptual nature allows adjustments based on property owner input, market conditions, and community feedback, as seen with PRI’s involvement.

The Council will continue to discuss the plans before considering approval in a future meeting.

Council Member Chatterton motioned to close the public hearing

Council Member Lee seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

15. Motion to Move Into a Closed Session

Council Member Chatterton motioned to move into a Closed Session

Council Member Judd seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

Closed Session

1. Motion to Open Closed Session

Council Member Chatterton motioned to open the Closed Session

Council Member Lee seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

2. Call to Order and Roll Call

Mayor Brian Vincent called the June 3, 2025 Closed Session to order at 8:08 PM

Roll Call –

Mayor Brian Vincent
Council Member Jerry Chatterton
Council Member Annette Judd
Council Member Michele Swenson
Council Member Brad Lee
Council Member Trent Yarbrough

Kyle Laws, City Manager

3. **Closed 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 and Enter the General Session**
Council Member Chatterton motioned to adjourn at 12:44 AM (June 4, 2025)
Council Member Lee seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

16. Motion to Adjourn the General Session

Council Member Lee motioned to adjourn
Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2025:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER