



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
OCTOBER 7th, 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/81308530778> » Telephone: 1(669) 900-6833 – Meeting ID: 813 0853 0778

ADMINISTRATIVE SESSION – 6:00 PM

1. Discussion Regarding Fee Schedule Amendments – Mr. Ryan Harvey [pg. 4](#)
2. Discussion Regarding Boundary Adjustment for the North Davis Fire District – Mr. Kyle Laws [pg. 17](#)
3. Discussion Regarding 300 N Street Crosswalk – Mr. Kyle Laws
4. 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. Youth Council Update
8. Davis County Sheriff's Office Update
9. Appointment of West Point Arts Council Board Members – Mayor Brian Vincent
10. Consideration of Resolution No. 10-07-2025A, Approving the Drainage Agreement with UDOT for the West Davis Highway – Mr. Boyd Davis [pg. 25](#)
11. Consideration of Resolution No. 10-07-2025B, Approving a Storm Drain Pipe Agreement with UDOT for the West Davis Highway – Mr. Boyd Davis [pg. 32](#)
12. Consideration of a Resolution No. 10-07-2025C, Approving a Cost Sharing Agreement with Davis County for Infrastructure Studies in Annexation Area – Mr. Boyd Davis [pg. 39](#)
13. Consideration of Approval to Purchase Concrete Box Culvert – Mr. Boyd Davis [pg. 48](#)
14. Consideration of Resolution No. 10-07-2025D, Amending the Development Agreement for the Heritage Point PRUD Subdivision – Mrs. Bryn MacDonald [pg. 52](#)
 - a. Public Hearing
 - b. Action
15. Consideration of Resolution No. 10-07-2025E, Amending Exhibit B of the Agreement with Agreement with Davis Weber Counties Canal Company – Mr. Ryan Harvey [pg. 6](#)
16. Consideration of Resolution No. 10-07-2025F, Amending the FY2026 Fee Schedule – Mr. Ryan Harvey [pg. 4](#)
 - a. Public Hearing
 - b. Action
17. Consideration of Resolution No. 10-07-2025G, Declaring the Intent to Perform a Boundary Adjustment for the North Davis Fire District – Mr. Kyle Laws [pg. 17](#)
18. Motion to Adjourn the General Session

Posted this 6th day of October, 2025: Casey Arnold
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above October 7, 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

**The items listed below are for planning purposes only and are subject to change.
They should not be relied upon as an official agenda for any City Council meeting.*

Date: **10/21/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of an Easement to the Davis & Weber Counties Canal Co - Mr. Boyd Davis
-

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 the Rezone Request and Development Agreement for 3900 W 300 N (Leavitt) - Mrs. MacDonald

General Session – 7:00 pm

1. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers
 2. Consideration of Approval of Resolution No. **, Approving a Development Agreement for Property at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald
 - a. Public Hearing
 - b. Action
 3. Consideration of Approval of Ordinance No. **, Rezoning Property at 3900 W 300 N – Mrs. Bryn MacDonald
-

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
-

Date: **12/16/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Appointment of West Point City Planning Commissioners
 2. Consideration of Approval of Ordinance No. **, Approving the 2026 West Point City Council Meeting Schedule
-

Date: **01/05/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. **, Appointing West Point City Council Members to Serve on Local District Boards – Mayor
2. Consideration of Approval of Resolution No. **, Approving Appointment of Mayor Pro Tempore – Mayor

ATTENDANCE NOTES:

December 2nd – Michele and Annette Absent

PENDING & PERIODIC ITEMS

Administrative Session

1. Quarterly Financial Report – 2nd meeting of the 2nd month after quarter ends (2nd months are February, May, August, November)
2. Code Enforcement Update – May and November
3. Sheriff's Office Quarterly Updates – 1st meeting in March, June, September, December
4. Discussion Regarding Weber Basin Water's Water Exaction Ordinance – Mr. Boyd Davis
5. Consideration of Approval of Ordinance No. **, Adopting an Amended Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action



WEST POINT CITY 2025 CALENDAR

2025

IMPORTANT DATES

JANUARY

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

JULY

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

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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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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17	18	19	20	21	22	23
24	25	26	27	28	29	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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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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26	27	28	29	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
24-25	ANNUAL FALL CLEAN-UP
28	Council/Staff Lunch - 11:30 AM

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

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

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

*AS OF March 1, 2025

CITY COUNCIL STAFF REPORT



Subject: FY2026 Fee Schedule Amended
Author: Ryan Harvey
Department: Administrative Services
Date: October 7, 2025

Background

Every year, as part of the Annual Budget Process, the Council adopts a Fee Schedule for the Fiscal Year. This schedule outlines the fees that the City will charge for Business Licenses, Copies, Rentals, Planning, Cemetery, Recreation, Development, and Utilities. Due to the recent conversation about the proposed changes to the Secondary Water Fees, an amendment to the current year's fee schedule is necessary. Staff would also like to propose an amendment to the deposit for renters in the city.

Analysis

The City Fee Schedule, with proposed changes, is included in this packet. Below is a summary of the changes:

Secondary Water Changes:

Lot Size	Current	Proposed
Up to 1/3 acre	\$26.33	\$26.33 (No Change)
Greater than 1/3 acre	\$28.83	\$30.33 (5%)
Greater than 1/2 acre	\$33.75	\$37.17 (10%)
Greater than 3/4 acre	\$37.50	\$41.25 (10%)
Greater than 1 acre	\$41.25	\$45.33 (10%)
Greater than 1.25 acres	Determined by D&W Counties Canal Co.	

Renter Deposit Change:

Currently, the Utility Deposit for all new accounts is \$60. This amount has been sufficient for most residents. However, the city has had a little more difficulty with renters not paying their last bill, and \$60 is generally not enough to cover the amount. As such, Staff recommends increasing the deposit on renters to \$100.

Category	Current	Proposed
Utility Deposit	\$60	\$60
Utility Deposit (Renters)	\$60	\$100

Recommendation

Staff would like Council to discuss and approve the proposed FY2026 Amended Fee Schedule.

Significant Impacts

An increase in revenues will result from the changes proposed in the Fee Schedule.

Attachments

Resolution - Amendment to DWCC Agreement, Exhibit B

Resolution – Fee Schedule

Proposed FY2026 Amended Fee Schedule

RESOLUTION NO. 10-07-2025E

A RESOLUTION AMENDING EXHIBIT B OF AN AGREEMENT BETWEEN DAVIS AND WEBER COUNTIES CANAL COMPANY (DWCC) AND WEST POINT CITY (THE CITY)

WHEREAS, the City entered into an agreement with DWCC on April 6, 2005 for the City to collect Secondary Water Fees for DWCC; and

WHEREAS, after collecting the fees from the residents, the City distributes said fees to DWCC to run the operations and maintenance of the system; and

WHEREAS, the agreement reads:

C. All fees and charges shall be in accordance with the Rate Schedule attached as Exhibit “B” to the Agreement...The Rate Schedule shall be reviewed by the parties at least annually and, if necessary, be amended to reflect changes in operations and maintenance and other expenses; and

WHEREAS, DWCC has requested an update to the fees in order to keep up with the operations and maintenance of the system; and

WHEREAS, these proposed fees are delineated and attached hereto;

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

SECTION ONE: EXHIBIT B AMMENDED AND ADOPTED

Exhibit B of the Agreement, stands amended and adopted and becomes effective November 1, 2025.

PASSED AND ADOPTED this 7th day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

EXHIBIT B

Lot Size in Acres		Reflects Increases in Assessments		
From	To	1-inch Connection	2-inch Connection	
0	0.33	\$316	N/A	N/A
> 0.33	0.50	\$364	N/A	N/A
> 0.50	0.75	\$446	N/A	N/A
> 0.75	1.00	\$495	\$1,226	N/A
> 1.00	1.25	\$544	\$1,314	N/A
Greater than 1.25 Acre Connections				
> 1.25	1.50	\$753	\$1,396	N/A
> 1.50	1.75	\$841	\$1,499	N/A
> 1.75	2.00	\$929	\$1,599	\$2,576
> 2.00	2.25	\$1,018	\$1,687	\$2,679
> 2.25	2.50	\$1,106	\$1,775	\$2,782
> 2.50	2.75	\$1,194	\$1,864	\$2,884
> 2.75	3.00	\$1,282	\$1,952	\$2,987

RESOLUTION NO. 10-07-2025F

**A RESOLUTION AMENDING AND ADOPTING A SCHEDULE OF FEES
FOR WEST POINT CITY FISCAL YEAR 2026**

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

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

WHEREAS, the City Manager has prepared an amended schedule of fees for Fiscal Year 2026 which suggest various amendments to the current fee schedule; and

WHEREAS, these proposed fees are delineated and attached hereto;

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

SECTION ONE: FEE SCHEDULE ADOPTED

The Fee Schedule for West Point City for Fiscal Year 2026 as attached hereto, stands amended and adopted and becomes effective October 15, 2025 or as otherwise stated in the Fee Schedule.

PASSED AND ADOPTED this 7th day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

West Point City Fee Schedule Fiscal Year 2026

Effective July 1, 2025
Amended October 7, 2025

DESCRIPTION	Amount
ADMINISTRATIVE and BUSINESS LICENSE FEES	
Election Filing Fee	\$25
Campaign Finance Disclosure Late Filing Penalty	\$50
Returned Check Fee	\$45
Beer licenses (Class A)	\$250
Beer licenses (Class B)	\$300
Beer licenses (Class C)	\$350
Business Regulatory Fee	\$35
Commercial Business License Fee	\$85
Sexually Oriented Business applications and businesses - nonrefundable initial application and investigation fee (all applications)	\$100
Home Occupation - all	\$0
Duplicate License	\$15
Business License late fee	\$25
Christmas tree sales license (not prorated)	\$30 w/ \$70 deposit
Fireworks stands (not prorated)	\$85
Home occupation license late fee	\$25
Solicitor's License	\$50
Transient Merchant Fee	\$85
Disproportionate Fees:	
Gas Station	\$250/Year
Grocery w/ Beer	\$350/Year
Bar/Private Club	\$300/year
Bowling with Alcohol	\$500/Year
Pawn Shop	\$900/Year

Arcade	\$350/Year
Entertainment/Theater	\$200/Year
Restaurant with Alcohol	\$200/Year
Hotel/Motel/Extended Stay/Inn/Bed & Breakfast	\$400/Year
Apartments	\$15/Unit/Year
Sexually Oriented Business	\$250/Year
Warehouse	\$250/Year
COPIES & PUBLICATIONS	
Photocopies	\$.10 each copy
Fax	\$.10 per page
Budget	\$20
Audit (CAFR)	\$10
Administrative Code	\$10
General Plan	\$10
Special reports or compilations (GRAMA) (Produced with managerial discretion)	\$25 per hour + copy or reproduction charges
Large Format Printer – Regular Paper	\$2 per ft.
Large Format Printer – Premium Paper	\$3 per ft.
BUILDING RENTAL	
Council Chamber Rental	\$25/hr. (2 hour min.)
Multi-purpose Area Rental	\$25/hr. (2 hour min.)
City Hall - Security Deposit	\$100
PLANNING AND ZONING FEES	
Appeals Authority Hearing	\$200
Conditional Use Permit - Staff approved	\$50
Conditional Use Permit - Planning Commission	\$75
Temporary Sign Permit	\$10/sign
Recording	\$50 to City and applicable fees to Davis County Recorder
Rezone application	\$250
General Plan Amendment application	\$550
Annexation application	\$300

Final Site Plan Review Fee	\$600/site plan
Agricultural Protection Zone application	\$450 (\$100 refunded if protection zone is not approved)
Telecommunications Right of Way Application	\$500
SUBDIVISION FEES	
Construction guarantee bond (commercial)	\$30 per linear ft. (curb, gutter, sidewalk)
Construction inspection fee for all utilities	\$150 per lot
Final plat fee	\$600/plat, plus \$50 per lot
Preliminary plat fee	\$300/plat, plus \$25 per lot
Single Lot Plat (preliminary & final)	\$300
Subdivision Plat Amendment	\$300
CODE VIOLATION FEES	
Code Violations	See West Point City Code
CEMETERY	
Resident	
Adult Burial Plot	\$450
Adult Interment Fee	\$300
Perpetual care - Adult	\$100 if lot purchased before 9/1990
Child Burial Plot (full size plot)	\$450
Child Interment Fee	\$300
Perpetual care - Child	\$100 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$225
Infant/Urn – Internment Fee	\$200
Perpetual care – Infant (½ plot)	\$50 if lot purchased before 9/1990
Disinterment	\$300
Transfer lot fee	\$15
After Business Hours Fee	\$100
Non-Resident	
Adult Burial Plot	\$600
Adult Interment Fee	\$700
Perpetual care - Adult	\$300 if lot purchased before 9/1990

Child Burial Plot (full size plot)	\$600
Child Interment Fee	\$700
Perpetual care - Child	\$250 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	\$300
Infant/Urn – Internment Fee	\$400
Perpetual care – Infant (½ plot)	\$250 before 9/1990
Disinterment	\$400
Transfer lot fee	\$15
After Business Hours Fee	\$100
MUSKRAT SPRINGS CAMPGROUND	
Davis County Scout Troops, Youth Groups, & residents	\$25
Non-Davis County Scout Troops, Youth Groups, & residents	\$50
Refundable Security Deposit	\$50
PARKS	
Large pavilion (Per time period: 8AM-4PM or 4PM-10PM)	\$15 (residents) \$25 (non-residents)
Small pavilions (Per time period: 8AM-4PM or 4PM-10PM)	\$10 (residents) \$20 (non-residents)
Volleyball rental	\$5 rental fee \$15 ball deposit, if applicable (deposit refundable if returned by next business day)
Horseshoes	\$5 rental fee \$35 horseshoe set deposit, if applicable (deposit refundable if returned by next business day)
RECREATION	
Program Registration Fees: (Students at West Point Schools are charged the resident rate.)	
Coed T-Ball	\$50 resident \$60 non-resident
Coed Machine Pitch 1 st – 2 nd Grade	\$50 resident \$60 non-resident
Boys Elementary Baseball	\$60 resident \$70 non-resident
Boys Baseball Jr. High	\$70 resident \$80 non-resident
Girls Elementary Softball	\$60 resident \$70 non-resident

Girls Junior High Softball	\$70 resident \$80 non-resident
Basketball - 6 th Grade and younger	\$60 resident \$70 non-resident
Basketball - 7 th Grade and older	\$70 resident \$80 non-resident
Football	\$200 resident \$325 non-resident \$150 Equipment Charge for unreturned equipment.
Soccer (Spring)	\$50 resident \$60 non-resident
Soccer (Fall)	\$50 resident \$60 non-resident
Volleyball	\$50
Summer Camps (Soccer, Basketball, Football)	\$25
Recreation Late Fee	\$10
FIELD RENTALS	
Field Rental	\$40 per hour
Field Preparation	\$80 per day
Deposit (League, Tournament, etc.)	\$100 per event
Unauthorized Field Use Fine	\$100
DEVELOPMENT IMPACT FEES (Residential)	
West Point City Impact Fees:	
Park, Trails, and Recreation Impact Fee (Single Family)	\$6,098
Park, Trails, and Recreation Impact Fee (Multi- Family)	\$6,573
Transportation Impact Fee (Single Family)	\$2,892
Transportation Impact Fee (Multi-Family)	\$2,243
Storm Drain Impact Fee	\$4,727 per acre
Sewer Impact Fee	\$827/ERU
Sewer Impact Fee- Proposed Annexation Area	\$5,200/ERU
Water Impact Fee	\$1,112/ERU
Non-City Impact Fees:	
North Davis Sewer Impact Fee (Residential)	\$3,454
North Davis Fire District Impact Fee (Single Family)	\$181.13

North Davis Fire District Impact Fee (Multi-Family)	\$181.13
DEVELOPMENT IMPACT FEES (Commercial)	
West Point City Impact Fees:	
Transportation Impact Fee (General Office)	\$2,984 per 1,000 sq. ft.
Transportation Impact Fee (Commercial)	\$7,635 per 1,000 sq. ft.
Transportation Impact Fee (Manufacturing/Industrial)	\$1,520 per 1,000 sq. ft.
Water Impact Fees	\$1,112/ERU
Storm Water Impact Fees	\$4,727per acre
Sewer Impact Fees	\$827/ERU
Non-City Impact Fees:	
North Davis Fire District Impact Fee (Commercial)	Determined by North Davis Fire District
North Davis Sewer Impact Fee (Commercial)	Determined by North Davis Sewer District
SAFETY / INSPECTION FEES	
Building Permit Fee	Based on building valuation and square footage
Residential plan review and inspection fee	25% of permit fee
Re-inspection fee	\$50
One-time inspection fee	\$50
Commercial plan review and inspection fee	60% of building permit fees
Non-Residential Plan Review and Inspection Fee	25% of the Permit Fee
Demolition Permit	\$150
Swimming Pool Permit	\$150
Permanent Sign Permit	\$75
Small Asphalt Excavation Permit (less than 360 sq. ft.)	\$3 per sq. ft. excavated and \$500 bond. Bond returned after asphalt is replaced and inspected.
Large Asphalt Excavation Permit (greater than 360 sq. ft.)	\$0.55 per sq. ft. and \$4.20 per sq. ft. bond. Upon positive inspection, bond returned 1 yr. after permit holder replaces asphalt.
New Street Excavation Permit (less than 2 years since last treatment) – in addition to other fees and applies only to large excavation permits	\$0.22 per sq. ft.
Curb, Gutter, or Sidewalk Excavation Permit	\$20.00 per ft. bond. Bond returned after concrete is replaced and inspected.

CONNECTION FEES	
Water Connection Fees:	
Meter installation/water connection (residential)	\$350 - 3/4 inch \$450 - 1 inch
Meter installation/water connection (commercial)	\$450 - 1 inch \$500 - 1.5 inch \$700 - 2 inches Cost+\$100 (2+inches)
Secondary water hook-up fee (3/4 inch)	Paid to D&W Canal Company
Secondary water hook-up fee (1 inch)	Paid to D&W Canal Company
City stock of culinary water	\$3,800/acre foot.
Fire Hydrant Connection Fees:	
Fire Hydrant Meter Set-up Fee	\$50 + water usage fee
Short Term Meter Rental (3 days or less)	\$10 + water usage fee
Long Term Meter Rental (4 days or more)	\$40 per month + water usage fee
Water Usage Fee	\$1.60 per 1,000 gallons greater than 10,000 gal.
Sewer Connection Fees:	
North Davis Sewer subdivision connection review fee	\$250
North Davis Sewer subdivision construction inspection fee	\$375
North Davis Sewer service connection review fee	\$125
North Davis Sewer service connection construction inspection fee	\$240
UTILITIES	
Garbage Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Garbage can (monthly - 1 st can) Garbage (monthly – additional can)	\$14.30
Green Waste can (monthly) Green Waste (monthly – additional can)	\$6.00 \$6.00
Green Waste Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	\$110
Green Waste Service Cancellation Fee	\$12.00
General Curbside Recycling can (monthly) General Recycling (monthly-additional can)	\$4.75 \$4.75

Secondary water Up to one-third acre	\$26.33
Secondary water Greater than 1/3 acre	\$28.83 <u>\$30.33</u>
Secondary water Greater than 1/2 acre	\$33.75 <u>\$37.17</u>
Secondary water Greater than 3/4 acre	\$37.50 <u>\$41.25</u>
Secondary water Greater than 1 acre	\$41.25 <u>\$45.33</u>
Secondary Water (monthly) Greater than 1.25 acres	Determined by D&W Counties Canal Co.
Sewer (residential monthly)	\$28.20
Sewer (commercial monthly base)	\$28.20
10,000 gallons +	\$2.25/1,000 gallons
Sewer (multi-family)	\$28.20 per unit
Water (monthly base: 6,000 gallons)	\$23.75
6,001 – 10,000 gallons	\$1.40/1,000 gallons
10,000 gallons +	\$1.65/1,000 gallons
Storm System Maintenance and Construction Fee (Monthly Residential)	\$4.00
Storm System Maintenance and Construction Fee (Commercial)	Determined by residential equivalent (2,500 sq. ft.) of impervious area.
Utility deposit (<u>Refundable upon moving</u>)	<u>Renters - \$100</u> <u>All Others - \$60</u> utility deposit, refundable upon moving.
Meter tampering penalty	\$50 first occurrence, \$100 per occurrence thereafter
Utility Billing Shut-off Fee	\$25 first occurrence, \$45 per occurrence within 12 months of previous occurrence
Utility Billing Late Fee	\$15

CITY COUNCIL STAFF REPORT

Subject: North Davis Fire District
Author: Kyle Laws
Department: Executive
Meeting Date: October 7, 2025



Background

West Point city recently completed an annexation on the north side of the city. This change in our city boundaries has created a need to for the North Davis Fire District (NDFD) to adjust their service area boundary to match our city boundary. The North Davis Fire District Board of Trustees approved a resolution declaring their intent to perform a boundary adjustment for the areas recently annexed into West Point. The NDFD's attorney, Mr. Mark Anderson, has asked that we follow the process below:

1. Boundary Adjustment: The District Board will adopt the Intent Resolution – Completed *Resolution 2025R-013; approved by NDFD Board of Trustees 8/21/2025*
2. The City Council will also need to adopt a resolution indicating the City's willingness to consent to adjust the boundary of the District to include more of the City. The respective legislative bodies will be required to hold a public hearing not sooner than 60 days after the adoption of their respective Resolutions. Once each legislative body decides on a date and time for its public hearing, a Notice of Public Hearing will be prepared that meets statutory requirements.
3. After the public hearing, which will be held in December, both agencies will adopt another resolution finalizing the decision to expand the NDFD's service area boundary.

Analysis

As explained above, the City Council is being asked to adopt the attached resolution to expand the service area of the NDFD. It is important for this to be approved today so that the 60-day waiting period can begin prior to holding the required public hearing. The timing is critical so that the area annexed can be included in the property tax rolls and calculations for next year.

Recommendation

Staff recommends approval of this Resolution, consenting to the expansion of the NDFD Service Area.

Significant Impacts

None

Attachments

Resolution

RESOLUTION NO. 10-07-2025G

**RESOLUTION CONSENTING TO THE BOUNDARY ADJUSTMENT OF
THE NORTH DAVIS FIRE DISTRICT**

WHEREAS, West Point City (“City”) is a municipal corporation located in north Davis County, Utah, that is adjacent to and mostly is located within the North Davis Fire District (the “District”);

WHEREAS, the District is a duly organized service area located in Davis County, Utah, established and operating as prescribed in Title 17B, Chapter 2a, Part 9 of the Utah Code and other relevant portions of Title 17B of the Utah Code;

WHEREAS, District provides fire protection, paramedic and emergency services within its service area, including within City’s boundaries;

WHEREAS, through municipal annexations, City now includes formerly unincorporated areas that have not been annexed into District including land described in West Point City Ordinance No. 10-15-2024A CORRECTED and West Point City Ordinance No. 08-19-2025A, and land on which West Point Junior High is located;

WHEREAS, District and City desire to adjust District’s boundary to include all areas located within City that are not currently part of the District, which areas are described and may be depicted in Exhibit A attached hereto (the “Affected Area”);

WHEREAS, under Utah Code Ann. §§ 17B-1-503(1) and 17B-1-417, the boundary of the District may be adjusted to include more of the City by following a process which is initiated by the Board of Trustees of the District and the City Council each adopting a resolution indicating each legislative body’s intent to adjust the boundary of the District to include more of City; and

WHEREAS, the City Council desires to adopt this Resolution to declare its intent to adjust the District’s boundary to include more of the City.

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

1. That the West Point City Council hereby consents to the adjustment to the District’s boundary to include the Affected Area, which is located in West Point City, Utah and is described in attached Exhibit A, as part of the District.
2. That a public hearing on the boundary adjustment will be held by the City Council no earlier than sixty (60) days following the adoption of this Resolution.
3. That a notice that this Resolution was adopted and that public hearings are to be held shall, in accordance with the requirements of Utah Code Ann. § 17B-1-417(3)(a), (b) and

(c), be published and posted as a class B notice under Section 63G-30-102 of the Utah Code for at least two weeks before the day on which the public hearing is to be held and be mailed or otherwise delivered to each residence within and each owner of real property located within the Affected Area, which notice may be given separately or jointly by District and City.

4. That after the required public hearing(s), the District Board of Trustees and the West Point City Council may adopt a joint resolution, or they may each adopt a separate resolution, adjusting the Districts' boundary to include the Affected Area unless, at or before the public hearing(s), the requisite number of written protests to the boundary adjustment have been filed with the District Board of Trustees and/or the City Council as provided by law, and may take such other steps as may be necessary to complete the boundary adjustment.

5. That, the adoption of this Resolution has been placed on the agenda of a West Point City Council meeting and this action is taken in compliance with the Utah Open and Public Meetings Act.

6. That this Resolution shall take effect immediately upon its adoption by the West Point City Council.

PASSED AND ADOPTED this 7th day of October, 2025.

Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

The foregoing Resolution was subscribed before me, a notary public and also the City Recorder of West Point City, this ____ day of _____, 2025 by Brian Vincent, Mayor of West Point City.

Notary Public

EXHIBIT A
Legal Description of the Affected Area

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.

EXHIBIT A

PARCEL ID:

141010015	130450048	141010031	141010011
145700003	130450050	130450033	141000005
141000019	141010003	145580004	130450019
141000008	145740001	133310001	145700002
133310003	133310002	130450049	141010024
141010032	141010014	141000020	145580003
141010012	141000038	130450014	130450055
145700004	145580005	130450057	130450056
141000006	141010001	133030001	141010013
130450034	141010029	141010010	

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE SOUTH HALF OF SECTION 24, AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARING ON UTAH NORTH ZONE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83) ESTABLISHED BY GLOBAL POSITIONING SYSTEMS (GPS) UTILIZING LEICA GPS NETWORK OF NORTH 89°38'24" WEST BETWEEN THE MONUMENTED LOCATIONS OF THE SOUTHEAST CORNER (HAVING WEBER COUNTY SURVEYOR RECORD STATE PLANE COORDINATES OF N=3577906.430 E=1469025.507 U.S.FT.) AND THE SOUTH QUARTER CORNER (HAVING GPS OBSERVED STATE PLANE COORDINATES OF N=3577949.790 E_1466373.726 U.S.FT), OF SAID SECTION 24 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED NORTH 89°38'24" WEST 156.32 FEET, TO THE CENTER OF 5000 WEST STREET, FROM SAID SOUTHEAST CORNER OF SECTION 24;

RUNNING THENCE SOUTH 00°27'34" WEST 686.56 FEET, ALONG THE CENTER OF SAID STREET WHICH IS ALSO THE BOUNDARY OF WEST POINT CITY BY ORDINANCE NO. 04-17-2007 RECORDED ENTRY NO. 2273093 ON MAY 23-2007; THENCE NORTH 89°38'24" WEST 1358.57 FEET, ALONG THE COMMON BOUNDARY OF PROPERTIES DESCRIBED IN DEEDS RECORDED AS ENTRY NUMBERS 3524469 (SNP PROPERTIES LLC), 3398436 (YAMASHITA), 3513906 (KELLER), 1396168 (SMITH);

THENCE NORTH 00°37'36" EAST 686.57 FEET, ALONG THE COMMON BOUNDARY OF PROPERTIES DESCRIBED IN DEEDS RECORDED AS ENTRY NUMBERS 3398436 (YAMASHITA), 3123776 (T-O RANCH LLC), 3504199 (JONES); THENCE NORTH 89°38'24" WEST 5.48 FEET, ALONG THE COMMON BOUNDARY OF PROPERTIES DESCRIBED IN DEEDS RECORDED AS ENTRY NUMBERS 3398436 (YAMASHITA), 3123776 (T-O RANCH LLC), 3504199 (JONES); THENCE NORTH 00°21'36" EAST 636.83 FEET, ALONG THE COMMON BOUNDARY OF PROPERTIES DESCRIBED IN DEEDS RECORDED AS ENTRY NUMBERS 3398436 (YAMASHITA), 3044360 (PLAT BOOK 6847 PAGE 54 VANDERWOOD SUBDIVISION);

THENCE NORTH 89°07'00" WEST 1127.86 FEET, ALONG THE SOUTH RIGHT OF WAY LINE OF 2425 NORTH STREET AS DETERMINED BY THE DAVIS COUNTY SURVEYOR, SAID LINE IS ALSO ALONG THE COMMON BOUNDARY OF PROPERTIES DESCRIBED IN DEEDS RECORDED AS ENTRY NUMBERS 3044360 (PLAT BOOK 6847 PAGE 54 VANDERWOOD SUBDIVISION), 3389855 (HOUSLEY), TO THE EAST BOUNDARY OF ANN'S ACRES SUBDIVISION RECORDED ENTRY NUMBER 1620441 PLAT BOOK 2706 PAGE 86;

THENCE SOUTH 00°56'19" WEST 3.90 FEET, ALONG SAID EAST BOUNDARY OF ANN'S ACRES SUBDIVISION RECORDED ENTRY NUMBER 1620441 PLAT BOOK 2706 PAGE 86, TO THE NORTHEAST CORNER OF LOT 1 SAID SUBDIVISION;

THENCE NORTH 89°38'24" WEST 231.00 FEET, ALONG THE NORTH LINE OF SAID LOT 1 AND LOT 1 EXTENDED, TO THE WEST BOUNDARY OF SAID SUBDIVISION;

THENCE NORTH 00°56'20" EAST (N 00°31'15" E BY PLAT) 334.21, ALONG THE EAST BOUNDARY OF PARKERS PLACE SUBDIVISION PHASE 1 RECORDED ENTRY NUMBER 3144432 IN PLAT BOOK 7204 PAGE 995 ON FEBRUARY 2, 2019 AND THE EAST BOUNDARY EXTENDED, TO THE SOUTH BOUNDARY OF HUNT SUBDIVISION RECORDED ENTRY NUMBER 2790708 IN PLAT BOOK 5959 PAGE 75 ON FEBRUARY 20, 2014;

THENCE SOUTH 89°40'28" EAST (N 89°59'59" E BY PLAT) 0.42 FEET, ALONG SAID SOUTH BOUNDARY TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE NORTH 00°56'29" EAST (N 00°36'37" E BY PLAT) 200.00 FEET, ALONG THE EAST BOUNDARY OF SAID HUNT SUBDIVISION;

THENCE NORTH 00°56'29" EAST 200.00 FEET, TO THE SOUTHEAST CORNER OF BENNETT'S SUBDIVISION RECORDED ENTRY NUMBER 2177944 IN PLAT BOOK 4059 PAGE 875 ON JUNE 20, 2006;

THENCE NORTH 00°36'40" EAST (N 00°16'43" E BY PLAT) 332.98 FEET, TO THE NORTHEAST CORNER OF SAID BENNETT'S SUBDIVISION;

THENCE NORTH 88°56'42" WEST (N 89°16'34" W BY PLAT) 676.80 FEET, ALONG THE NORTH BOUNDARY OF SAID BENNETT'S SUBDIVISION, TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 03°33'20" WEST (S 03°13'28" W BY PLAT) 342.07 FEET, ALONG THE WEST BOUNDARY OF SAID BENNETT'S SUBDIVISION, TO THE SOUTHWEST CORNER THEREOF;
 THENCE SOUTH 89°40'09" EAST 1.53 FEET, ALONG THE SOUTH BOUNDARY OF SAID BENNETT'S SUBDIVISION, TO A POINT BEING THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 2823889 BOOK 6103 PAGE 814 ON SEPTEMBER 16, 2014;
 THENCE SOUTH 00°59'22" WEST (SOUTH BY DEED) 200.05 FEET, TO THE NORTHWEST CORNER OF SAID HUNT SUBDIVISION;
 THENCE SOUTH 00°56'29" WEST 200.00 FEET, ALONG THE WEST BOUNDARY OF SAID HUNT SUBDIVISION, TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTH BOUNDARY OF SAID PARKERS PLACE SUBDIVISION PHASE 1;
 THENCE SOUTH 89°40'28" EAST 314.97 FEET, ALONG SAID NORTH BOUNDARY TO THE NORTHWEST CORNER OF LOT 2 OF SAID PARKERS PLACE SUBDIVISION PHASE 1;
 THENCE SOUTH 00°36'45" WEST 321.70 FEET, ALONG THE WEST BOUNDARY OF SAID LOT 2 AND SAID LOT LINE EXTENDED, TO THE SOUTH RIGHT OF WAY LINE OF 2425 NORTH STREET AS DETERMINED BY THE DAVIS COUNTY SURVEYOR;
 THENCE NORTH 89°22'02" WEST 973.16 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE OF 2425 NORTH STREET AS DETERMINED BY THE DAVIS COUNTY SURVEYOR, TO A POINT BEING ON THE EXTENSION OF THE WEST LOT LINE OF LOT 2, BRAD DEVEREAUX SUBDIVISION RECORDED ENTRY NUMBER 3241147 PLAT BOOK 7488 PAGE 378;
 THENCE NORTH 00°22'43" EAST 423.92 FEET, ALONG SAID WEST LOT LINE AND WEST LOT LINE EXTENDED, TO THE NORTHWEST CORNER OF SAID LOT 2;
 THENCE NORTH 89°19'47" WEST 123.24 FEET, ALONG THE SOUTH BOUNDARY OF LOT 4, SAID SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 4;
 THENCE NORTH 00°22'43" EAST 408.85 FEET, ALONG THE COMMON BOUNDARY OF SAID LOT 4 AND LOT 2, ADAMS ACRES SUBDIVISION RECORDED ENTRY NUMBER 3088038 PLAT BOOK 6996 PAGE 136, TO THE NORTHEAST CORNER OF SAID LOT 2;
 THENCE NORTH 89°25'37" WEST 899.46 FEET, ALONG THE NORTH BOUNDARY OF SAID ADAMS ACRES SUBDIVISION AND THE NORTH BOUNDARY OF T N T SUBDIVISION RECORDED ENTRY NUMBER 2498922 PLAT BOOK 4918 PAGE 1283, TO THE EAST BOUNDARY OF EUGENE FOWERS SUBDIVISION RECORDED ENTRY NUMBER 894612 PLAT BOOK 1357 PAGE 661;
 THENCE NORTH 00°19'58" EAST 553.29 FEET, ALONG SAID EAST BOUNDARY AND THE EAST BOUNDARY OF EUGENE FOWERS SUBDIVISION LOT 1 AMENDED RECORDED ENTRY NUMBER 2026503 PLAT BOOK 3650 PAGE 193, TO THE NORTHEAST CORNER OF LOT 11 SAID AMENDED SUBDIVISION;
 THENCE NORTH 89°37'06" WEST 355.53 FEET, ALONG THE NORTH BOUNDARY OF SAID LOT 11 AND SAID LOT 11 EXTENDED, TO THE NORTHWEST CORNER OF SAID EUGENE FOWERS SUBDIVISION;
 THENCE NORTH 00°49'29" WEST 14.08 FEET, TO THE WEBER/DAVIS COUNTY LINE (SAID COUNTY LINE IS IDENTIFIED IN A SURVEY RECORDED AS ENTRY NUMBER 1885948 PLAT BOOK 56 PAGES 88-92 OF THE WEBER COUNTY RECORDER'S OFFICE ON OCTOBER 31, 2002, SAID SURVEY IS ALSO RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE);
 THENCE SOUTH 89°32'52" EAST 304.88 FEET, ALONG SAID WEBER/DAVIS COUNTY LINE (THIS POINT IS IDENTIFIED ON SAID SURVEY AS BEING A RED SANDSTONE MONUMENT FOR COUNTY LINE);
 THENCE SOUTH 89°19'53" EAST 7911.53 FEET, SAID LINE BEING HISTORICAL EVIDENCE OF THE WEBER/DAVIS COUNTY LINE, TO THE EAST RIGHT OF WAY LINE OF 4500 WEST STREET (DAVIS COUNTY ADDRESS);
 THENCE SOUTH 00°16'02" WEST 1082.69 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT BEING ON THE EXTENSION OF THE EXISTING WEST POINT CITY BOUNDARY BY ORDINANCE NO. 02-05-2008 RECORDED ENTRY NO. 2347142 ON MARCH 7, 2008;
 THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST POINT CITY BOUNDARY,
 1) NORTH 89°38'09" WEST 266.00 FEET;
 2) SOUTH 00°03'32" EAST 220.00 FEET;
 3) NORTH 89°41'23" WEST 1143.97 FEET;
 4) SOUTH 00°18'37" WEST 332.34 FEET;
 THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTH AND WEST BOUNDARY OF WEST POINT CITY BY ORDINANCE NO. 04-17-2007 RECORDED ENTRY NO. 2273093 ON MAY 23-2007,
 1) NORTH 89°40'23" WEST 1360.88 FEET, TO THE CENTER LINE OF 5000 WEST STREET;
 THENCE SOUTH 00°27'34" WEST 384.54 FEET, ALONG SAID CENTER LINE, TO THE POINT OF BEGINNING.

 CONTAINING 264.84 ACRES,
 MORE OR LESS.

EXHIBIT A

WEST POINT JUNIOR HIGH AREA

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE EXISTING NORTH DAVIS FIRE DISTRICT BOUNDARY, SAID POINT BEING 1325.58 FEET NORTH 89°44'58" WEST ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID NORTH DAVIS COUNTY FIRE DISTRICT LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 89°44'58" WEST 1325.64 FEET ALONG SAID SECTION LINE TO THE NORTH QUARTER OF SAID SECTION 7; 2) SOUTH 00°35'27" WEST 1172.92 FEET ALONG THE SECTION LINE; 3) NORTH 89°41'52" EAST 1325.91 FEET TO A POINT ON THE WESTERLY LINE OF CRIDDLE FARMS NORTH PHASE 2 SUBDIVISION, ON FILE AT THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 7514 AT PAGE 510; THENCE NORTH 00°35'04" EAST 1160.12 FEET ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF CRIDDLE FARMS NORTH PHASE 4 SUBDIVISION, ON FILE AT THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 7720 AT PAGE 850 TO THE POINT OF BEGINNING.
CONTAINS 35.501 ACRES

CITY COUNCIL STAFF REPORT

Subject: West Davis Highway Agreements
Author: Boyd Davis
Department: Engineering
Meeting Date: October 7, 2025



Background

Previously, the City Council approved several written agreements as part of the West Davis Highway project. The one exception was that the drainage agreement was not complete and was not approved. UDOT has now completed the document and it is ready for action by the City Council.

Analysis

The West Davis Highway will include several detention ponds and several locations where storm water runoff will discharge into the city's drainage system. Our system has been designed to accommodate the drainage and UDOT has been in close contact with the city during the design to make sure that it works with our drainage system. The agreement generally allows UDOT to discharge runoff water into the city system but also includes several other details. Below is a summary of the agreement.

- UDOT will be allowed to discharge at that following locations:
 - 300 N
 - 1300 N
 - Cold Springs Rd
- UDOT will collect all storm water in detention ponds before discharging into the city system.
- UDOT will maintain their detention ponds and storm drain pipes
- UDOT will relocate the city's detention pond on 1300 N
- West Point will maintain the pond on 1300 N and existing city storm drain pipes.
- UDOT will relocate the storm drain pipe from the Isla Vista subdivision
- UDOT will relocate the Cold Spring discharge point

The agreement has been reviewed and approved by staff and is ready for consideration by the City Council.

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

None.

Attachments

Resolution
Agreements

RESOLUTION NO. 10-07-2025A
A RESOLUTION APPROVING A DRAINAGE AGREEMENT
BETWEEN UDOT AND WEST POINT CITY
FOR THE WEST DAVIS HIGHWAY

WHEREAS, the Utah Department of Transportation (UDOT) is planning to build the West Davis Highway (WDH) within West Point City (City) boundaries; and

WHEREAS, storm water runoff will discharge from the WDH in the City storm drain system; and

WHEREAS, UDOT has prepared an agreement for that outlines the responsibilities of each party; and

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

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

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

PASSED AND ADOPTED this 7th Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

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 ("ROW"); and

WHEREAS City agrees to accept stormwater generated from the UDOT ROW to City storm drains located at Coldsprings Road, 300 N. and 1300 N.; and

WHEREAS UDOT is relocating the City detention pond on 1300 N; and

WHEREAS UDOT is re-routing City discharge into the Howard Slough; and

WHEREAS UDOT is re-routing the discharge from Cold Spring; and

WHEREAS UDOT is installing culverts under SR-177 to allow offsite drainage to cross the SR-177 ROW; 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) STORMWATER FROM UDOT RIGHT-OF-WAY

- a) 300 North: 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 B attached.

- b) 1300 North: 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 28.06 acres to Pond J, which includes UDOT tributary area of 17.82 acres and West Point tributary area of 10.24 acres, with a maximum allowable discharge rate of 5.61 cfs (based on West Point City's allowable discharge rate of 0.2 cfs/acre) for the 100-year storm event. See Exhibit C attached.
- c) Coldsprings Road: The City is planning to extend Coldsprings Road to run adjacent to the west side SR-177 ROW between 200 S and 300 N. UDOT will construct SR-177 in this area and collect all pavement runoff from SR-177 into a UDOT storm drain system. The City will accept runoff from the unpaved area within the UDOT ROW west of the southbound lanes. This unpaved area will be graded to discharge into the east side curb and gutter of Coldsprings Road. See Exhibit C attached.
- d) UDOT will treat stormwater through detention ponds or vegetation to reduce sediments prior to discharging to City property.
- e) UDOT will not further increase the stormwater discharge into City property without the written permission of City.

(2) RELOCATION OF CITY DETENTION POND ON 1300 N

- a) The SR-177 project will impact the existing City detention pond on the south side of 1300 N. UDOT will relocate the pond to the north side of 1300 N along with the associated storm drain pipe connections. UDOT will gain City approval on the final design of the pond. See Exhibit D attached.

(3) RE-ROUTING OF CITY DISCHARGE INTO HOWARD SLOUGH

- a) The SR-177 project will impact the existing City ditches and pipes discharging into the Howard Slough, including the discharge from the Isla Vista subdivision. UDOT will re-route this discharge into a new storm drain system as shown in Exhibit D. UDOT will gain City approval on the final design of the storm drain system and provide a perpetual easement to the City outside UDOT ROW for long term maintenance of the system.

(4) RE-ROUTING OF COLD SPRING

- a) UDOT will install a culvert under SR-177 and within the ROW along the west side of SR-177 to convey Cold Spring to the 200 S County drain. See Exhibit E.

(5) INSTALLATION OF CROSS CULVERTS UNDER SR-177

- a) UDOT will install culverts under SR-177 between 300 N and 800 N and between 800 N and 1300 N to allow offsite drainage to cross the SR-177 ROW. UDOT will provide a perpetual easement to the City along the east side of the Hooper Canal on UDOT-owned parcels for City maintenance of the existing ditch. See Exhibit F.

(6) 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.

(7) 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.

(8) 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.

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

Title: Contract Administrator

Date:

CITY COUNCIL STAFF REPORT

Subject: 4000 W Storm Drain Pipe – UDOT Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: October 7, 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. Back in August, the City Council approved a contract to design the storm drain, which is underway, and now UDOT has prepared an agreement stating that they will contribute \$500K to the project. The agreement is ready for action by the City Council.

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.

The agreement is attached to this report and is summarized as follows:

- West Point City will construct the storm drain pipe.
- West Point will allow UDOT to discharge storm water runoff into the pipe.
- UDOT will contribute \$500K
- UDOT will grant a 30 ft perpetual easement

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

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

Attachments

Agreement
Resolution

RESOLUTION NO. 10-07-2025B
A RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN UDOT AND WEST POINT CITY
FOR COST SHARING OF THE 4000 WEST STORM DRAIN

WHEREAS, the Utah Department of Transportation (UDOT) is planning to build the West Davis Highway (WDH) within West Point City (City) boundaries; and

WHEREAS, storm water runoff will discharge from the WDH in the City storm drain system; and

WHEREAS, UDOT has requested the City to install the storm drain pipe along 4000 W from 1500 N to the Davis County drain at approximately 2000 N; and

WHEREAS, UDOT is willing to contribute to the cost of the storm drain pipe and provide an easement for the pipe; and

WHEREAS, UDOT has prepared an agreement for that outlines the responsibilities of each party; and

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

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

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

PASSED AND ADOPTED this 7th Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



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

COOPERATIVE AGREEMENT

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 will award a contract for the highway project on SR-177 identified as S-R199(381) in Davis County, Utah ("Project"); and

WHEREAS, the City, by its own forces, will extend a storm drain trunkline from approximately 4000 W and 1500 N to the Clinton Drain (City Work); and

WHEREAS, UDOT desires to connect its storm drain system to said trunkline and is willing to contribute to the cost of the City Work; and

WHEREAS, the City is willing to allow UDOT to make said connections with the Project and future work along SR-177 and SR-37.

This Agreement, is made to set out the terms and conditions where under said payment shall be made

AGREEMENT

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

1. The City will extend the existing storm drain trunkline from approximately 1500 N and 4000 W, a distance of roughly 3,200 feet. (See Exhibit A) The City will perform the design and construction of said trunkline prior to September 1, 2026. City agrees to allow UDOT to connect its storm drain system for current and future projects into said trunkline.
2. Since by making these connections UDOT is able to reduce the cost of the Project and future SR-177 projects, UDOT is willing to reimburse the City up to the amount of Five Hundred Thousand Dollars and zero Cents (\$500,000.00), said amount being the UDOT's total contribution to the City Work.

Total to CITY \$500,000.00

As the work progresses, the City will submit billings to UDOT at the address below with the Project number, agreement number, and supporting documentation of the completed Work. UDOT's Resident Engineer will review each billing, verify the City Work performed, and forward the billing to UDOT's Construction Office for processing. UDOT will reimburse the City within 60 days of receipt of the billing.

UDOT's Construction Division
Attention: Contracts, Estimates, and Agreements Manager
4501 South 2700 West
Salt Lake City, Utah 84114-8220

3. In addition to the above reimbursement, UDOT will provide a 30-foot-wide perpetual easement to the City on UDOT-owned property for the City to install and maintain the trunkline. The easement will remain in place after UDOT sells the land.
4. 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.
5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
11. Each party represents that it has the authority to enter into this Agreement.



Project No. S-R199(381); Davis County
Project Name: 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 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: _____

Date: _____

APPROVED AS TO FORM:

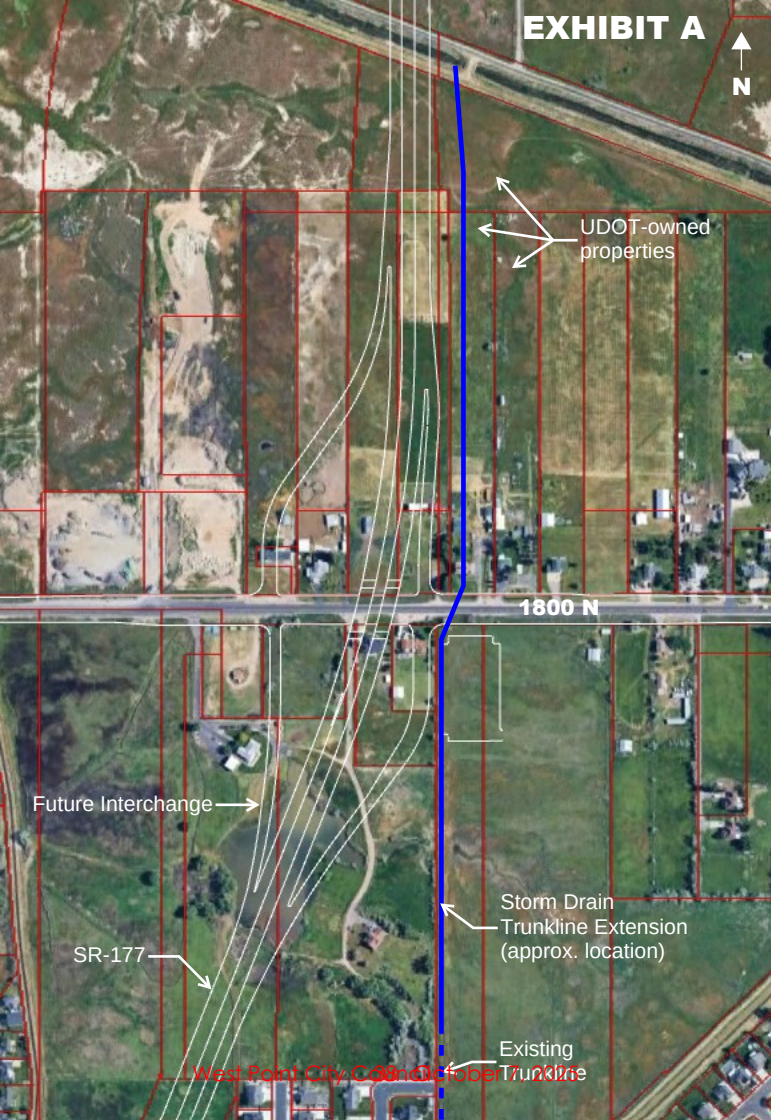
UDOT COMPTROLLER'S OFFICE

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

By: _____
CONTRACT ADMINISTRATOR

Date: _____

EXHIBIT A



UDOT-owned
properties

1800 N

Future Interchange →

SR-177 →

Storm Drain
Trunkline Extension
(approx. location)

Existing
Trunkline

West Point City Council October 2010

CITY COUNCIL STAFF REPORT

Subject: Infrastructure Studies – Annexation Area
Author: Boyd Davis
Department: Engineering
Meeting Date: October 7, 2025



Background

In August, the City Council approved two contracts to study the infrastructure in the newly annexed area in the city. The work is underway and making good progress. The studies are a partnership between West Point City and Davis County and the County has agreed to pay for half of the cost of the studies. In order to formalize this arrangement, a written agreement has been prepared that needs to be considered for action by the City Council.

Analysis

The infrastructure study has been split into two separate studies; one for the storm drain system and one for the roads. The road study will be done by Gardner Engineering and the storm drain study will be done by Bowen Collins & Associates (BCA). Both engineering firms have done work for the city and we are very familiar with them.

The purpose of each study is as follows:

1. Assess the existing infrastructure
2. Determine any deficiencies
3. Prepare a masterplan/capital facilities plan for future infrastructure
4. Determine the impact fee for future development

Because there are two current rezone applications that are waiting for these studies to be completed, we have asked the consultants to expedite the portion of the study that pertains to those them. The hope is to have an answer for the developments earlier in the process rather than waiting for the entire study to be complete.

The cost of the two studies are as follows:

- Road Master Plan - \$56,000
- Storm Drain Master Plan - \$151,000

The reason that the storm drain plan is so much higher is that it includes a significant amount of cost to assess the current system. They intend to locate all existing pipes and inspect them in the field. Then they plan to video inspect the pipes to further assess the current condition and capacity of each pipe. This will be a significant effort that will take a large amount of time to complete.

Fortunately, the city will not have to cover the full cost because it will be split with Davis County. Most of the study area is in unincorporated Davis County and they have agreed to pay half of the cost of the

studies. They are also participating in the study by providing any information they have on existing roads and storm drains.

The cost sharing agreement is attached to this document and is summarized as follows:

- The City shall hire the consultants that will do the work.
- The City shall pay all invoices and then seek reimbursement from the County.
- The County will reimburse the City 50% of the costs but shall not exceed \$28,000 for the road study and \$75,000 for the storm drain study.

Recommendation

Staff recommends approval of the agreement by resolution.

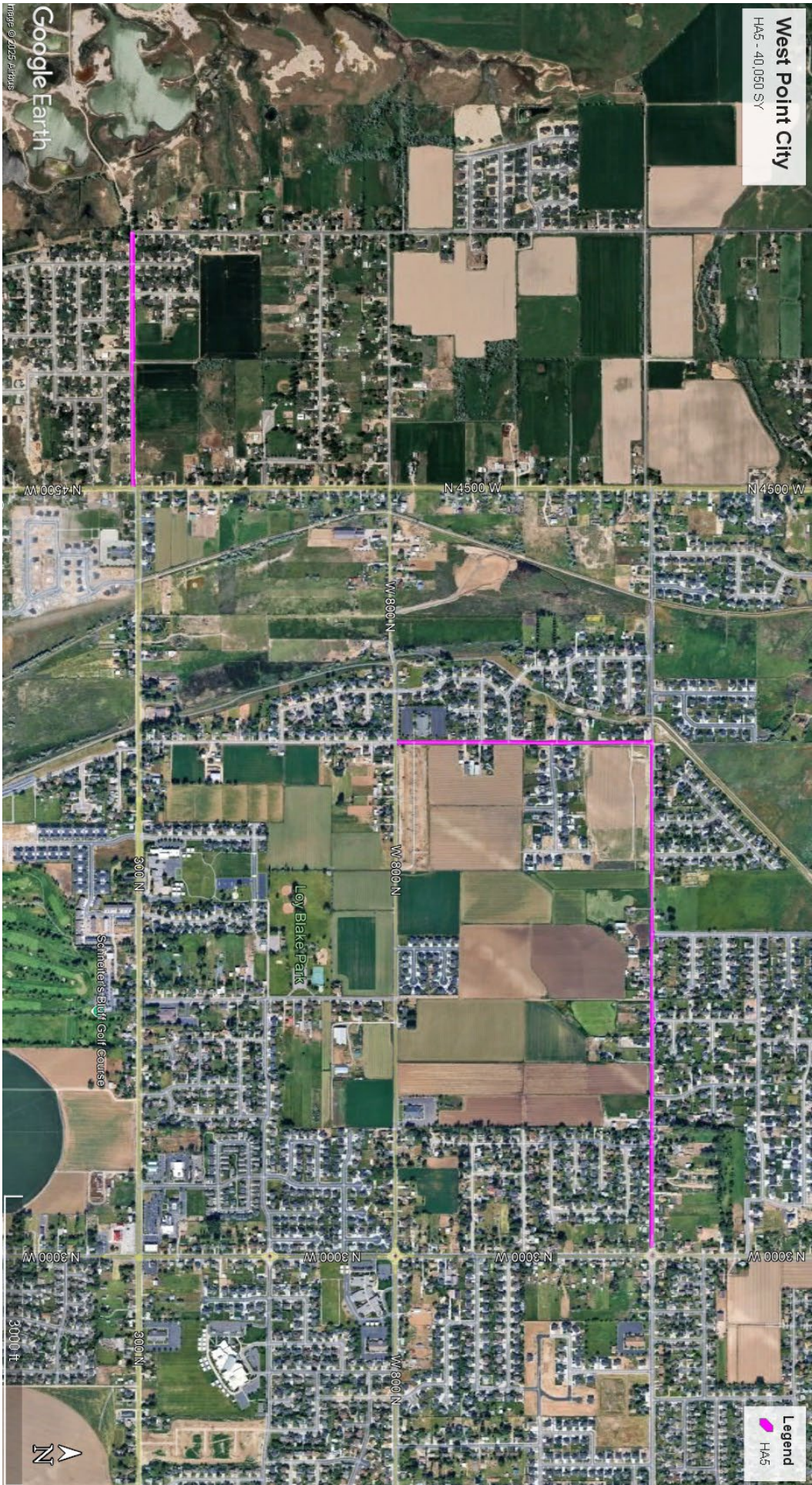
Significant Impacts

None.

Attachments

Agreement

Resolution



**RESOLUTION NO. 10-07-2025C
A RESOLUTION APPROVING AN
INTERLOCAL AGREEMENT
BETWEEN DAVIS COUNTY AND
WEST POINT CITY**

WHEREAS, a large area of land was recently annexed into the City known as the Parker Annexation; and

WHEREAS, the purpose of the annexation was to accommodate residential development, for which the City has received multiple applications; and

WHEREAS, the City and the County desire to assess the adequacy of the existing Infrastructure for new development; and

WHEREAS, the City has hired consultants to complete studies of the infrastructure; and

WHEREAS, the City and County desire to share the costs of said studies.

WHEREAS, an inter-local agreement has been written that allows Davis County to pay West Point City for their share of the costs; and

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

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

1. The City Council hereby accepts the Agreement, which is attached hereto and incorporated by this reference.
 2. The Mayor is hereby authorized to sign and execute said easement.
- PASSED AND ADOPTED** this 7th Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION **REIMBURSEMENT AGREEMENT**

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

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

WHEREAS, a large area of land was recently annexed from the unincorporated area of the County into the City known as the Parker Annexation; and

WHEREAS, the purpose of the annexation was to accommodate residential development, for which the City has received multiple applications; and

WHEREAS, the transportation and storm drain infrastructure (the “Infrastructure”) that will serve said residential development is located within both the City and the County; and

WHEREAS, the City and the County desire to assess the adequacy of the existing Infrastructure (including Class B and Class C roads) for new development in both the City and the unincorporated County; and

WHEREAS, the City has hired consultants to complete studies of the Infrastructure (the “Infrastructure Studies”) that will benefit both the City and the County; and

WHEREAS, the City and County desire to share the costs of said studies as provided in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Purpose.** The purpose of this agreement is for the City and the County to obtain and share the costs of two Infrastructure Studies as provided for below.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**
 - 2.1. The City shall hire consultants, according to the City’s procurement policies, to complete the Infrastructure Studies.
 - 2.2. The City shall request reimbursement from the County for up to 50% of the permitted cost of the Infrastructure Studies. The total permitted cost of the Infrastructure Studies are as follows:
 - 2.2.1. Road/Transportation Study: \$56,000; and
 - 2.2.2. Storm Drain Study: \$151,000.
 - 2.3. The City shall be solely responsible to pay all invoices from the consultants for the Infrastructure Studies.
 - 2.4. The City shall make copies of the completed Infrastructure Studies available to the County immediately upon receipt from the consultants.
- 3. The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 50% of the total permitted cost of the Infrastructure Studies not to exceed a total of \$103,500.00 (\$28,000 for the Road/Transportation Study and \$75,500.00 for the Storm Drain Study), only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City hires the consultants to prepare the Infrastructure Studies in accordance with Section 2.1 above; and
 - 3.2. The City provides completed copies of the Infrastructure Studies in accordance with Section 2.4 above.
 - 3.3. Should the actual cost of the Infrastructure Studies exceed the total permitted cost of the Infrastructure Studies identified in Subsection 2.2 above, the amount of reimbursement by the County to the City shall nevertheless not exceed \$103,500.00.

4. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
5. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate no later than seven years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
6. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 6.1. The mutual written agreement of the Parties;
 - 6.2. By either Party:
 - 6.2.1. After any material breach of this Agreement;
 - 6.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 6.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 6.3. By County, with or without cause, six months after the County mails a written notice to terminate this Agreement to the City pursuant to the notice provisions of this Agreement.
 - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
7. **Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County’s officials, employees, agents, and other representatives (collectively, the “Indemnified Party”), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, “Losses”), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, “Resolution Expenses”) (Losses and Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City’s officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party’s material breach of this Agreement. The City’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City’s obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
8. **Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
West Point City Attention: City Manager 3200 West 300 North West Point, UT 84015	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney’s Office, Civil Division P.O. Box 618 Farmington, UT 84025

- 9. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 10. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the “Immunity Act”), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.
- 11. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.
- 12. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 13. Employees Performing Services under This Agreement.** The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.
- 14. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
- 15. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 16. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 17. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 18. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 19. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require

or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

- 20. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 21. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

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

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

WEST POINT CITY

Brian Vincent, Mayor

Dated: _____

ATTEST:

Casey Arnold, West Point City Recorder

Dated: _____

Reviewed as to Proper Form and Compliance
with Applicable Law:

West Point City Attorney

Dated: _____

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners

Dated: _____

ATTEST:

Brian McKensie, Davis County Clerk

Dated: _____

Reviewed as to Proper Form and Compliance
with Applicable Law:

Davis County Attorney's Office, Civil Division

Dated: _____

CITY COUNCIL STAFF REPORT

Subject: Cold Springs Road – Box Culvert Purchase
Author: Boyd Davis
Department: Engineering
Meeting Date: October 7, 2025



Background

Staff has been working on the planning and design of the Cold Springs Road project that will go from SR193 to 300 N. It will parallel the West Davis Highway and will be an important north/south connection in the City. This project has been on the project list for many years and will soon begin construction.

One important part of the project that must be completed this fall/winter is replacing the culvert at the 200 South drainage channel that is owned by Davis County. The existing culvert is failing and must be replaced before the road can be built on top. It must be done outside of the irrigation season because there is an irrigation pipe on top of the culvert. The existing corrugated metal culvert will be replaced by a concrete box culvert that is much more durable and has higher capacity.

It recently came to our attention that the lead time to purchase the box culvert is about eight weeks and could affect our construction schedule if not purchase now. Staff is requesting approval from the Council to make the purchase now rather waiting for the contractor to purchase it at a later date.

Analysis

In normal situations, the construction materials, such as box culverts, are purchased by the contractor and the cost is passed along to the City. In rare circumstances where cost or schedule could be adversely affected the City will purchase the materials ahead of time and then ask the contractor to install city-purchased materials.

There are two main suppliers of these materials in the state and we received quotes from both:

- Old Castle Pre-cast \$171,844
- Geneva Pipe \$272,306

A purchase over \$30,000 requires City Council approval. Staff is requesting that the Council approve the purchase from Old Castle Pre-Cast.

Below is a picture of a typical box culvert similar to what will be purchased:



Recommendation

Staff recommends approval of the purchase of the box culvert from Old Castle Pre-Cast for \$171,844.

Significant Impacts

The cost will be covered by road impact fees.

Attachments

Quotes



Oldcastle InfrastructureTM
A CRH COMPANY

Contract & Proposal

801 West 12Th Street
Ogden UT, 84404-5407

Oldcastleinfrastructure.com
801-589-9095

Quote Number: Q-223522-1
Quote Date: 09/05/2025
Quote Expiration: 10/05/2025

Customer Number: PROSPECT

Quote To:
GE CIVIL

Contact:
Phone:
Email:

Ship To:
Job Name: West Point City Culvert
CLEARFIELD UT, 84015

Terms:
Payment:
Delivery Terms: Standard or LTL
Tax Exempt: No

Custom Notes:

96' TOTAL LAY - 20X4 RCB BUDGETARY QUOTE

Product	Description	Qty Unit	Mark	Unit Price	Amount
PH10000015	20x4 RCB Budgetary Quote	1 EA		\$171,844.80	\$171,844.80
TG10001128	SEALANT JOINT 3/4"X14.5' CS-102 ROLL	4 EA			
CF10000036	RCB 20' x 4' x 8' <2' Cover	12 EA			
				Subtotal	\$171,844.80

Est. Sales Tax TBD

Subtotal **\$171,844.80**

Quote Total (US) **\$171,844.80**

* Send signed approved quote to: paul.mann@oldcastle.com

Signature for Approval

Signature _____

Print Name _____

Date _____

Title _____

Purchase Order Number _____



Geneva Pipe Company
A Northwest Pipe Company
 1465 West 400 North
 Orem, UT 84057
 Phone: (801) 225-2416
 Fax: (801) 225-2467

Job Number: 56405

Order Date: 9/29/2025

Office

Bill to: PLAN HOLDERS QUOTATION

Project: GARDNER ENGINEERING 20X4 BC

WEST HAVEN, UT

Contact:

Project Manager:

Phone :

Fax:

Phone :

Fax:

Customer ID: PHQ500

PO:

ShipVia:

Sales Rep: N/A

Terms: NET 30 Days

Bid Date:

Qty	Item	Description	Unit Price	TX	Extension
Structure: ☐ NOTES Station:					
1	QN	QUOTE NOTES:	\$0.00	☒	\$0.00
		BUDGETARY QUOTE ONLY - PRICES MAY CHANGE UPON FINAL PLAN TAKEOFFS AND APPROVED SUBMITTALS.			
		BID AS NON-GASKETED JOINT - MASTIC ONLY.			
		ANY WATER-PROOFING OR SPECIAL ADDITIVES ARE NOT INCLUDED IN QUOTE.			
					\$0.00
Structure: ☐ 20X4 BC Station:					
90	BC	20X4 BOX CULVERT, HL-93 LOADING, BLACK BAR, 5 FOOT SECTIONS WEIGHING APPROX 40,500 LBS EACH.	\$2,885.00	☒	\$259,650.00
54	MASJT1.25	1 1/8in X 3/4in X 14 FT JOINT MASTIC	\$17.72	☒	\$956.88
18	FREIGHT	FREIGHT ON ESTIMATED TRUCKLOADS	\$650.00	☐	\$11,700.00
					\$272,306.88

CITY COUNCIL STAFF REPORT

Subject: Amendment to Development Agreement – Heritage Point PRUD
Author: Bryn MacDonald
Department: Community Development
Date: October 7, 2025



Background

On June 17, 2025, the City Council approved a Planned Residential Unit Development (PRUD) overlay zone and development agreement for the Heritage Point Subdivision. The property is 82.94 acres located at approximately 2350 North 5000 West. The PRUD approval allowed up to 213 single-family lots with a minimum lot size of 10,000 square feet (as required by ordinance for the R-1 PRUD overlay zone). In exchange for 16 percent bonus density, the applicant provided for the dedication of regional trail connections, open space, and architectural design standards.

The applicant, Mike Bastian representing Heritage Point Development, is now requesting an amendment to the approved development agreement. The request is to allow several lots in the development to be less than the required 10,000 square feet.

Process

Amendments to development agreements require a public hearing before the Planning Commission, which then makes a recommendation to the City Council. The City Council will make the final decision to approve, deny, or modify the request. The Planning Commission held a public hearing on August 28, 2025, and recommended approval of the request. There were no comments received at the public hearing.

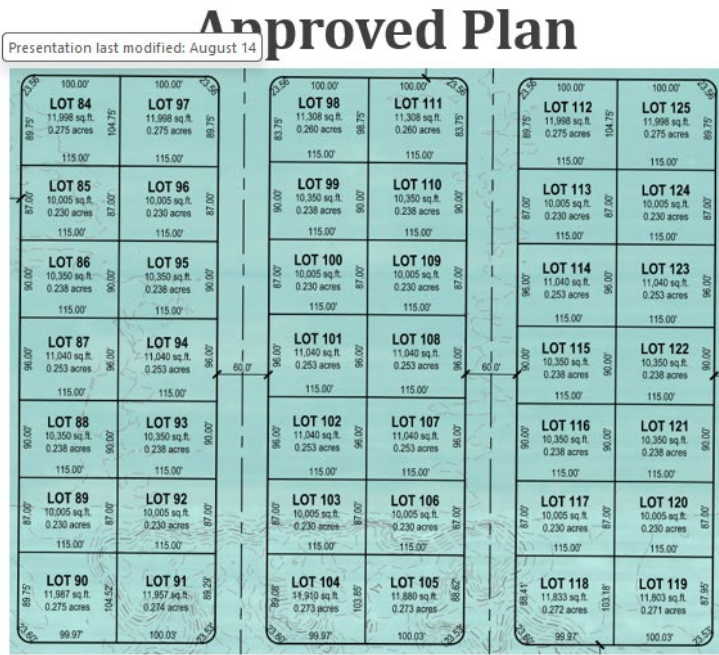
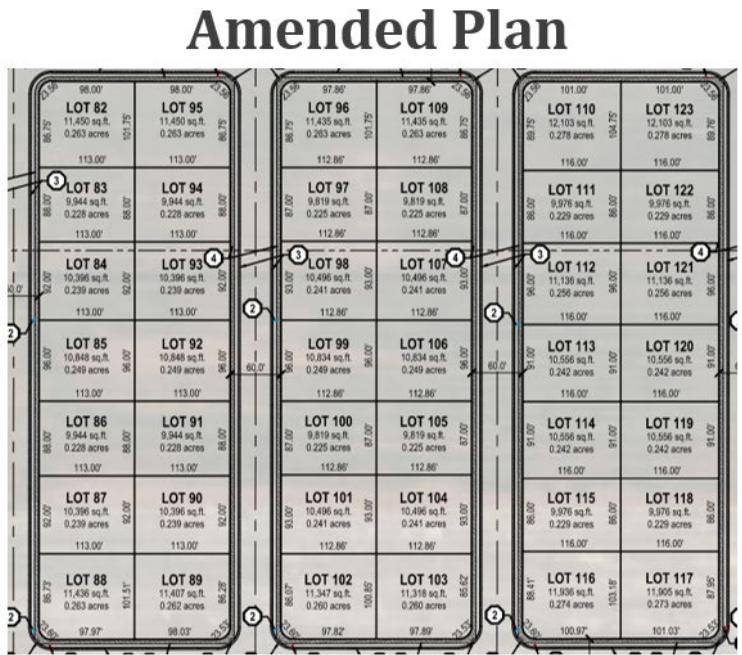
Analysis

The applicant is requesting a modification to the approved development agreement that would allow 46 lots in the Heritage Point subdivision to be under the 10,000 sq. ft. minimum required by the PRUD ordinance. The smallest proposed lots in this subdivision are approximately 9,819 sq. ft. According to the applicant, this adjustment will provide “flexibility to design wider lots that can better accommodate single-level ramblers and other home plans that require greater frontage, while preserving the overall neighborhood character.”

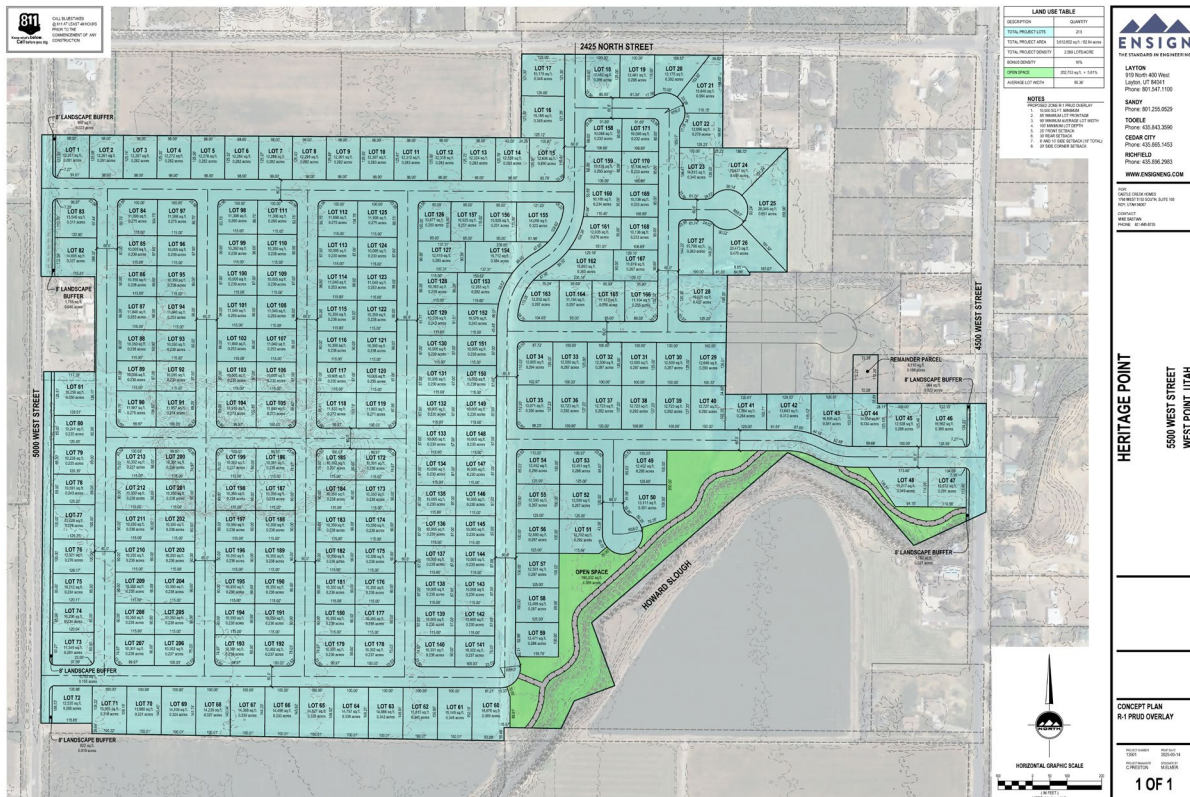
During the process of engineering the subdivision, the total number of lots has gone from 213 to 211. The overall density has slightly decreased accordingly. The table below shows the differences between the two plans.

	Approved Concept Plan (June 2025)	Proposed Amendment (Aug 2025)
Total Lots	213	211
Lots less than 10,000 sq. ft.	0	46 (22%)
Smallest Lot Size	10,005 sq. ft.	9,819 sq. ft.
Density	2.57 units/acre	2.54 units/acre
Bonus Density	16%	16%
Average Lot Width	95.36’	95.36’

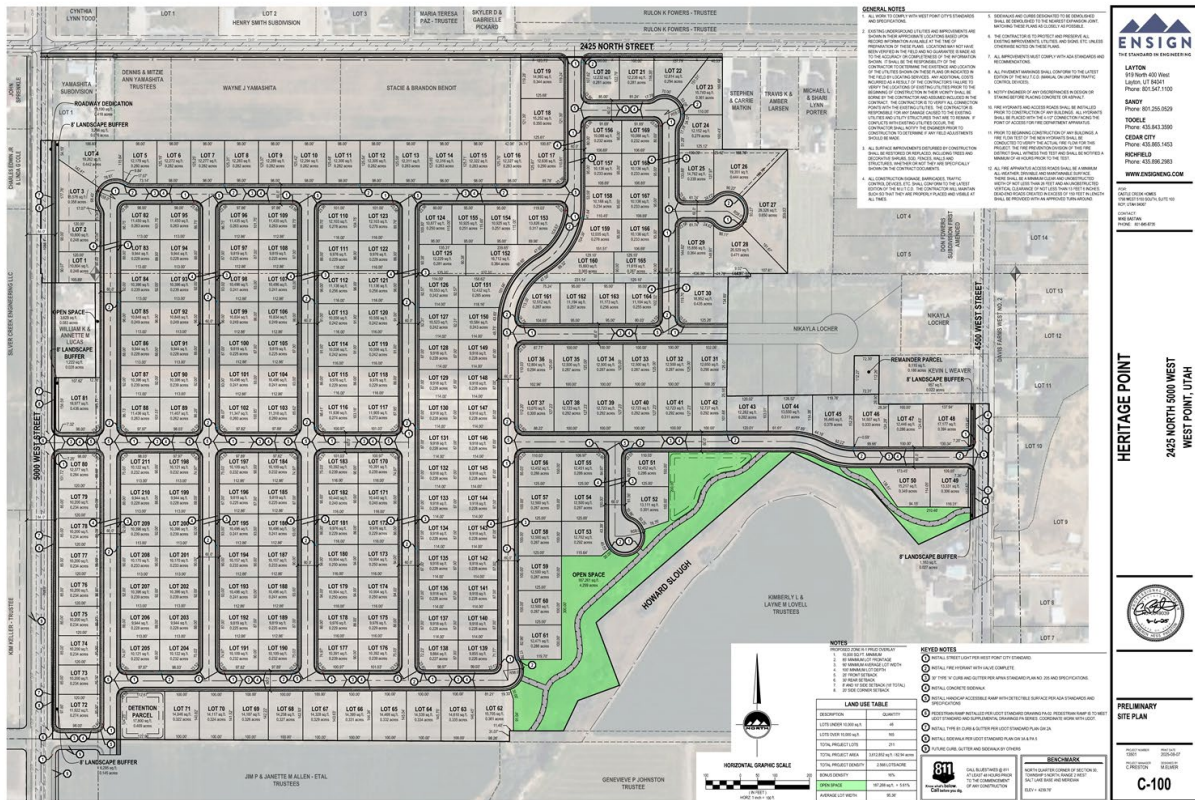
To better illustrate the proposed modification, the following side-by-side comparison highlights sample areas of the subdivision where lot sizes are affected.



JUNE 2025 APPROVED CONCEPT PLAN



PROPOSED AMENDED PLAN

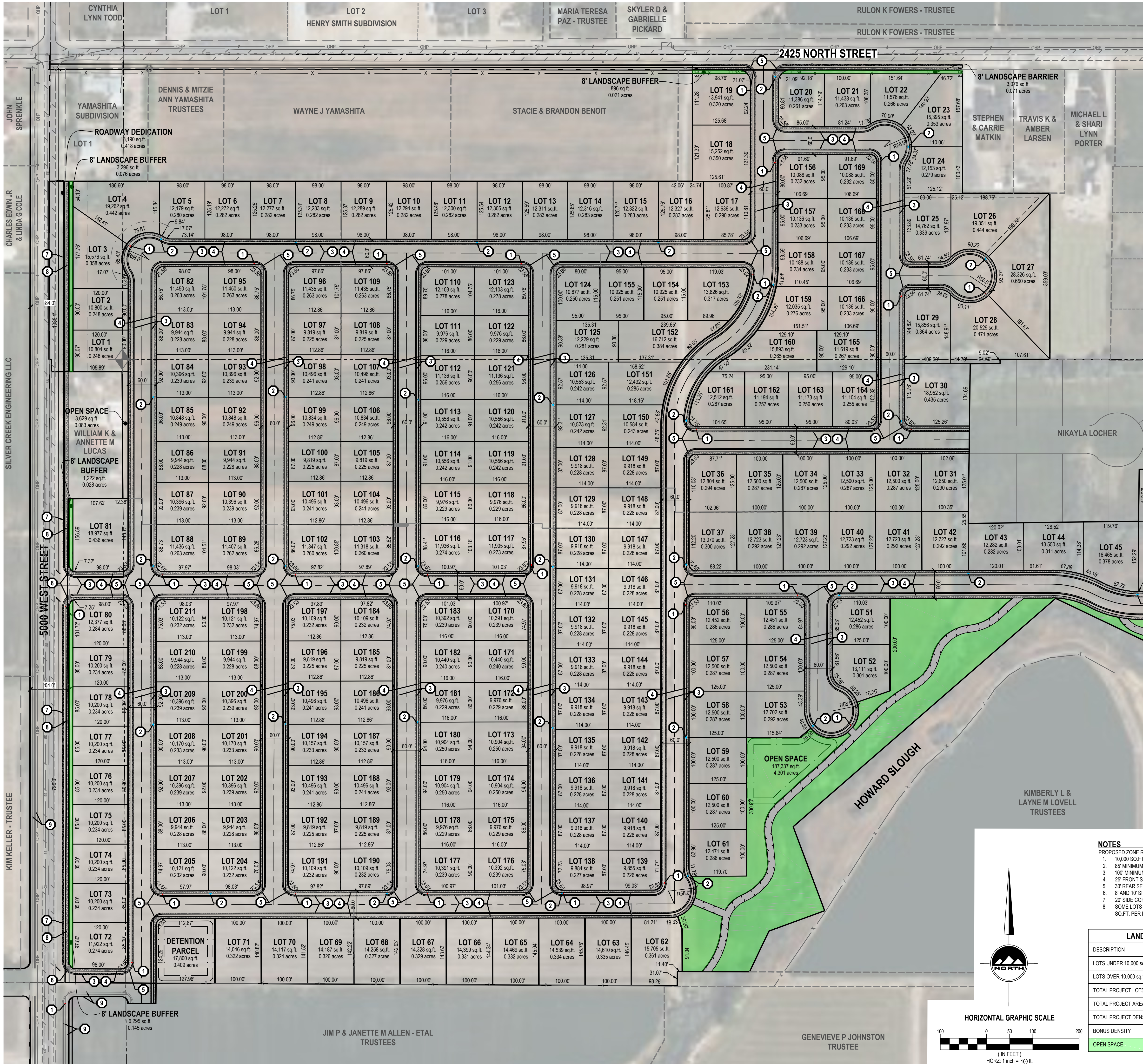


Recommendation

The Planning Commission recommended approval of the development agreement amendment to allow 46 lots to be below 10,000 square feet, but in no case less than 9,800 square feet. The City Council needs to determine if this amendment aligns with the intent of the general plan and zoning in this area.

Attachments

Resolution
Amended site plan
Draft development agreement amendment



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH WEST POINT CITY'S STANDARDS AND SPECIFICATIONS.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES). THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
 - SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF ANY BUILDINGS. ALL HYDRANTS SHALL BE PLACED WITH THE 4-1/2" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
 - PRIOR TO BEGINNING CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF THIS FIRE DISTRICT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE TEST.
 - ALL FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM ALL-WEATHER, DRIVABLE AND MAINTAINABLE SURFACE. THERE SHALL BE A MINIMUM CLEAR AND UNOBSTRUCTED WIDTH OF NOT LESS THAN 26 FEET AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES. DEAD-END ROADS CREATED IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED TURN-AROUND.

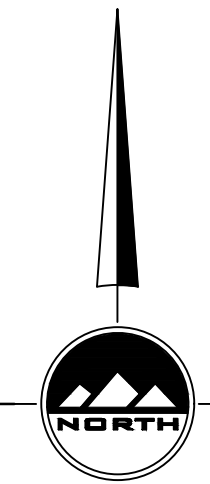
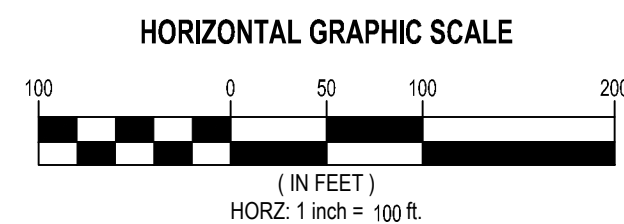
NOTES

- PROPOSED ZONE R-1 PRUD OVERLAY
- 10,000 SQ.FT. MINIMUM
- 85' MINIMUM LOT FRONTAGE
- 100' MINIMUM LOT DEPTH
- 25' FRONT SETBACK
- 30' REAR SETBACK
- 8' AND 10' SIDE SETBACK (18' TOTAL)
- 20' SIDE CORNER SETBACK
- SOME LOTS ARE ALLOWED UNDER 10,000 SQ.FT. PER DEVELOPMENT AGREEMENT

LAND USE TABLE	
DESCRIPTION	QUANTITY
LOTS UNDER 10,000 sq.ft.	46
LOTS OVER 10,000 sq.ft.	165
TOTAL PROJECT LOTS	211
TOTAL PROJECT AREA	3,612,852 sq. ft. / 82.94 acres
TOTAL PROJECT DENSITY	2,544 LOTS/ACRE
BONUS DENSITY	16%
OPEN SPACE	202,276 sq. ft. = 5.60%

KEYED NOTES

- INSTALL STREET LIGHT PER WEST POINT CITY STANDARD.
- INSTALL FIRE HYDRANT WITH VALVE COMPLETE.
- 30" TYPE "A" CURB AND GUTTER PER APWA STANDARD PLAN NO. 205 AND SPECIFICATIONS.
- INSTALL CONCRETE SIDEWALK
- INSTALL HANDICAP ACCESSIBLE RAMP WITH DETECTIBLE SURFACE PER ADA STANDARDS AND SPECIFICATIONS
- PEDESTRIAN RAMP INSTALLED PER UDOT STANDARD DRAWING PA-02. PEDESTRIAN RAMP IS TO MEET UDOT STANDARD AND SUPPLEMENTAL DRAWINGS PA SERIES. COORDINATE WORK WITH UDOT.
- INSTALL TYPE B1 CURB & GUTTER PER UDOT STANDARD PLAN GW 2A
- INSTALL SIDEWALK PER UDOT STANDARD PLAN GW 3A & PA 5
- FUTURE CURB, GUTTER AND SIDEWALK BY OTHERS



811
Know what's below.
Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK

NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN
ELEV = 4238.76'

THE STANDARD IN ENGINEERING

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

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

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

CONTACT:
MIKE BASTIAN
PHONE: 801-645-6735

HERITAGE POINT

2425 NORTH 5000 WEST

WEST POINT, UTAH

PRELIMINARY

SITE PLAN

PROJECT NUMBER
13501

PRINT DATE
2025-10-01

PROJECT MANAGER
C. PRESTON

DESIGNED BY
M. ELMER

C-100

RESOLUTION NO. 10-07-2025D

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AMENDMENT
BETWEEN WEST POINT CITY AND LONE PINE DEVELOPMENT FOR THE
DEVELOPMENT OF PROPERTY LOCATED AT 2350 N 5000 W**

WHEREAS, Lone Pine Development owns the real property located at approximately 2350 N 5000 W and previously subject to a development agreement approved June 17, 2025; and

WHEREAS, West Point City desires to enter into a development agreement amendment with Lone Pine Development; and

WHEREAS, West Point City and Lone Pine Development have jointly prepared the amendment to the approved development agreement, attached hereto; and

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

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

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

PASSED AND ADOPTED this 7th day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

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

This FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND LONE PINE DEVELOPMENT (“*Amendment*”) is made and entered into effective _____, 2025 (the “*Effective Date*”), by and between **LONE PINE DEVELOPMENT**, a Utah Limited Partnership, (“*Master Developer*”); and **WEST POINT CITY**, a municipal corporation the State of Utah (the “*City*”).

RECITALS

A. The parties entered into an Agreement for Development of Land Between West Point City and Capital Reef Management, LLC, dated June 17, 2025 (the “*Agreement*”). Under the Agreement, the City granted Owner certain rights to develop 82.94 acres of real property located at approximately 2350 N 5000 W, West Point, Utah, as a development with a combined zoning of R-1 with a Planned Residential Unit Development overlay zone (“*PRUD*”) (hereinafter, the “*Subdivision*”).

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

C. The Master Developer desires to increase the variety of lot sizes in order to accommodate a wider range of floor plans. Master Developer has submitted an amended concept plan (*Exhibit A*) which shows 46 of the lots to be less than the required 10,000 square feet.

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

1. Article III of the Agreement. Article III of the Agreement is hereby amended to add Section 3.2, which states: “The City will permit 46 of the lots in the subdivision to be less than 10,000 square feet, but in no case less than 9,800 square feet.”

2. Exhibit B. Exhibit B of the Agreement shall be removed and replaced with the amended concept plan, attached hereto as Exhibit A.

3. EFFECT OF AMENDMENT. The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement, as previously amended, will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement.

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

OWNER:

LONE PINE DEVELOPMENT

Mike Bastian, Manager

THE CITY:

WEST POINT CITY

Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

Amended Concept plan

