



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
NOVEMBER 18th, 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/84921502155> » Telephone: 1(669) 900-6833 – Meeting ID: 849 2150 2155

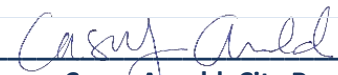
ADMINISTRATIVE SESSION – 5:30 PM

1. Quarterly Financial Report – Mr. Ryan Harvey pg. 4
2. Discussion Regarding a Rezone Request and Development Agreement for Property at Appx. 3900 W 300 N (Leavitt) - Mrs. MacDonald pg. 38
3. Discussion Regarding a Rezone Request for Property at Appx. 1800 N 5000 W (The Holland Group) - Mrs. Bryn MacDonald pg. 59
4. Discussion Regarding a General Plan Amendment Request for Property at Appx. 39 S 2000 W (Mendenhall) - Mrs. Bryn MacDonald pg. 62
5. Discussion Regarding a General Plan Amendment Request for Property at Appx. 2084 N 4500 W (Nilson Land Development) - Mrs. Bryn MacDonald pg. 65
6. Other Items

GENERAL SESSION – 7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought (Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives)
7. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers pg. 67
8. Consideration of Resolution No. 11-18-2025A, Accepting the Purchase Offer from UDOT for an Easement for the West Davis Highway – Mr. Boyd Davis pg. 69
9. Consideration of Resolution No. 11-18-2025B, Approving a Transfer of the Cold Springs Road Right Of Way to UDOT for the West Davis Highway Project– Mr. Boyd Davis pg. 69
10. Consideration of Resolution No. 11-18-2025C, Accepting Donation of Property from UDOT for Construction of Cold Springs Road – Mr. Boyd Davis pg. 69
11. Consideration of Resolution No. 11-18-2025D, Approving a Development Agreement for Property at 3900 W 300 N – Mrs. Bryn MacDonald pg. 38
 - a. Public Hearing
 - b. Action
12. Consideration of Ordinance No. 11-18-2025A, Rezoning Property at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald pg. 38
13. Consideration of Approval to Place Craythorn Homestead Subdivision Phase 6 on Warranty – Mr. Boyd Davis pg. 93
14. Consideration of Approval to Remove Bluff View Subdivision Phase 1B from Warranty – Mr. Boyd Davis pg. 93
15. Consideration of Approval to Remove the Sunview Subdivision Phases 2 & 3 from Warranty – Mr. Boyd Davis pg. 93
16. Consideration of Approval to Remove the Harvest Fields Subdivision Phase 8 from Warranty – Mr. Boyd Davis pg. 93
17. Motion to Adjourn the General Session

Posted this 13th day of November, 2025:


Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above November 18, 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: **12/02/2025**

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Discussion Regarding a Rezone Request for Property Located at *** (Applicant – Mike Hatch) - Mrs. Bryn MacDonald

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
 4. Consideration of Resolution No. **, Approving a Development Agreement for Property Located at Appx. 2000 N 5000 W – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
 5. Consideration of Ordinance No. **, Rezoning Property Located at Appx. 2000 N 5000 W from ** to ** - Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
 6. Consideration of Ordinance No. **, Amending the General Plan Designation for Property Located at 39 S 2000 W – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
 7. Consideration of Ordinance No. **, Amending the General Plan Designation for Property Located at 2084 N 4500 W – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
-

Date: **12/16/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2025 Financial Audit – Mr. Ryan Harvey

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
3. Consideration of Resolution No. **, Approving a Development Agreement for Property Located at Appx. ** (Mike Hatch) – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
4. Consideration of Ordinance No. **, Rezoning Property Located at Appx. ** from ** to ** (Mike Hatch) - Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
- 5.

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



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
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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10	11	12	13	14	15	16
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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23	24	25	26	27	28	29
30	31					

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

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

DECEMBER

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

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: Quarterly Financial Report (July – Sept 2025)
Author: Ryan Harvey
Department: Administrative Services
Meeting Date: November 18, 2025



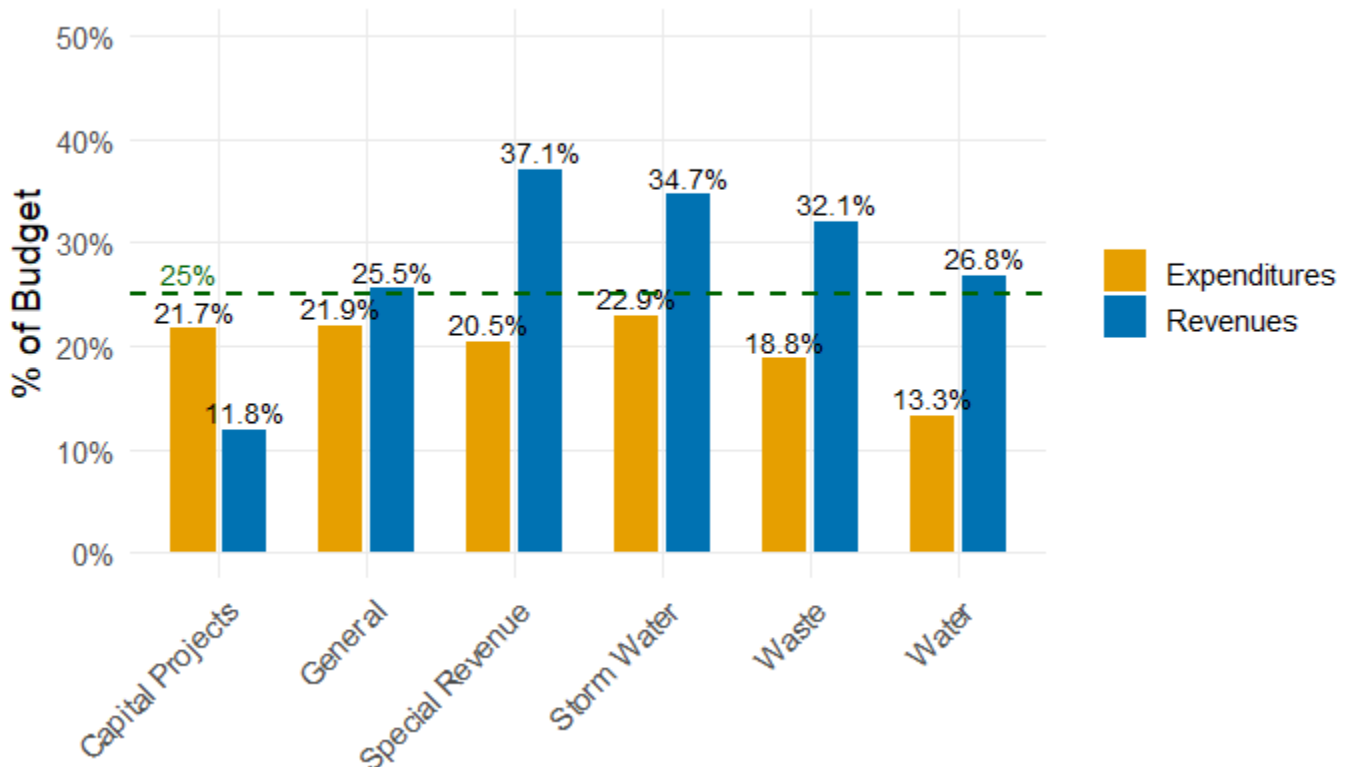
Background

City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the first quarter of Fiscal Year 2026, representing July 1 – September 30, 2025. This information is summarized in the graphs below.

Analysis

As shown in the first graph, revenues exceed expenditures in every fund within the City except for the Capital Projects Fund, which receives its funds through the transfer at the end of the year. With 25% of the year elapsed, revenues exceed 25% in every fund, except the Capital Projects Fund. All of the funds continue to benefit greatly from the interest that the City has earned in the PTIF account so far this year.

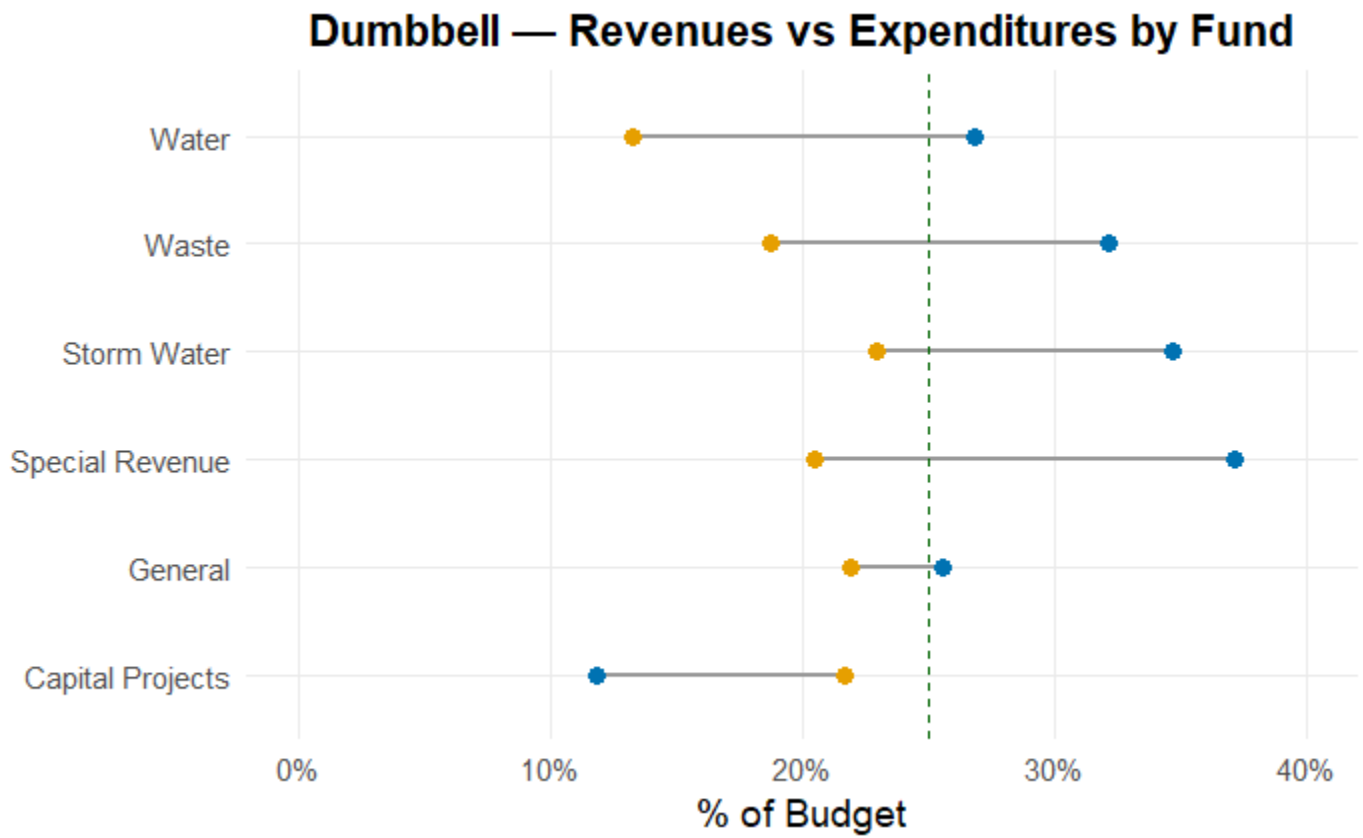
Revenues & Expenditures — % of Budget by Fund



Year-to-date revenues are generally ahead of a straight-line 25% benchmark. Special Revenue (37.1%), Storm Water (34.7%), Waste (32.1%), Water (26.8%), and the General Fund (25.5%) are all at or above pace, while Capital Projects is lower at 11.8% due to timing.

Expenditures remain below the straight-line 25% benchmark across all major funds: General 21.9%, Special Revenue 20.5%, Capital Projects 21.7%, Waste 18.8%, Water 13.3%, and Storm Water 22.9%.

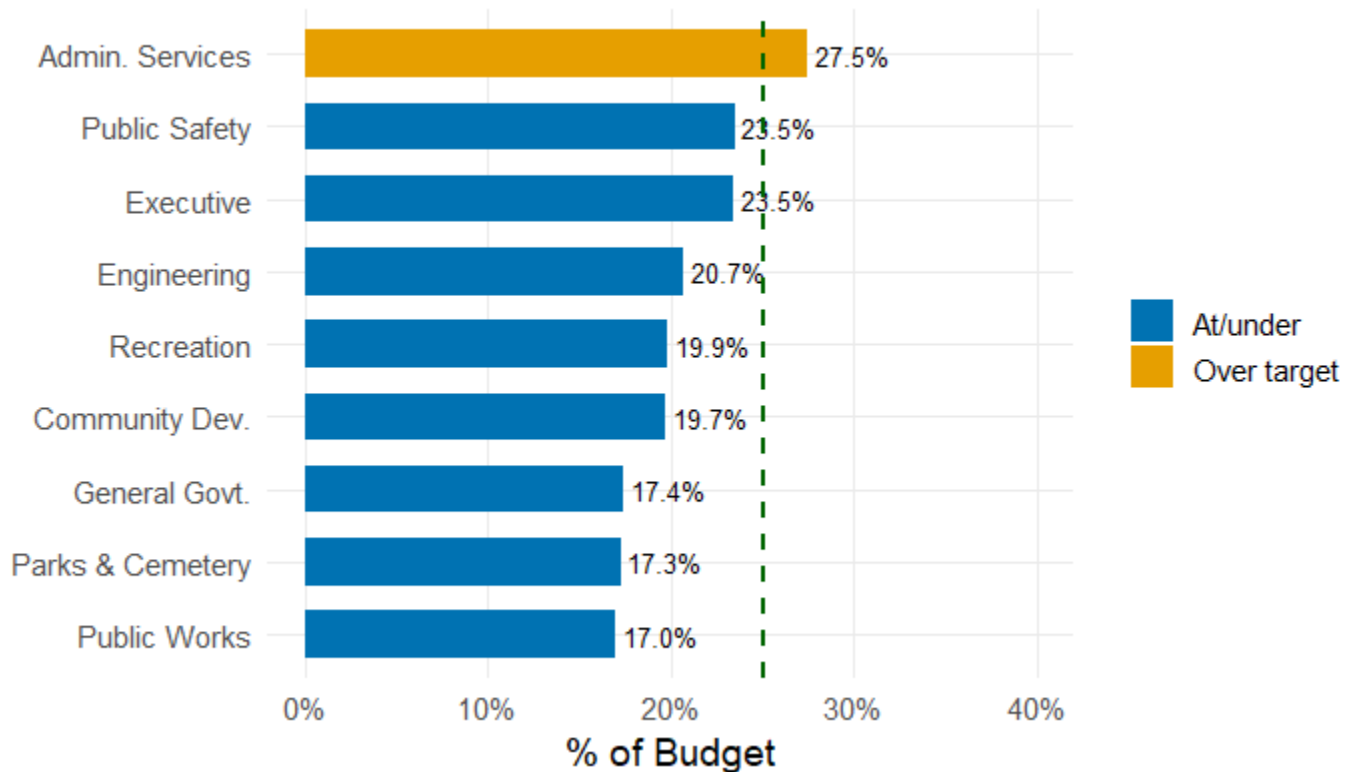
Overall, the City is tracking within appropriations with revenues modestly ahead of pace and spending below pace, indicating healthy operating cushions across funds at this point in the fiscal year.



Within the General Fund, most departments are currently below the straight-line 25% benchmark for year-to-date expenditures. Engineering (20.7%), Recreation (19.9%), Community Development (19.7%), General Government (17.4%), Parks & Cemetery (17.3%), and Public Works (17.0%) are all materially under pace. Public Safety (23.5%) and Executive (23.5%) remain close to benchmark but still below it. Only Administrative Services is above benchmark at 27.5%. This is due to the insurance through the Local Government Trust for the year being already paid.

Overall, General Fund operating spending is well-controlled at this point in the fiscal year.

General Fund Expenditures — % of Budget by Department



Recommendation

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

Significant Impacts

There are no significant impacts at this time.

Attachments

FY2026 Q1 Financial Statements

WEST POINT CITY CORPORATION
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	441,327.68
01-1125	XBP DEPOSIT ACCOUNT	489,886.54
01-1130	CASH IN CHECKING - PTIF ACCT.	22,531,936.16
01-1131	PETTY CASH	750.00
	TOTAL COMBINED CASH	23,463,900.38
01-1190	CASH ALLOCATION TO OTHER FUNDS	(23,463,900.38)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,951,311.99
45	ALLOCATION TO SPECIAL REVENUE FUND	9,394,908.46
48	ALLOCATION TO CAPITAL PROJECTS FUND	4,568,988.59
51	ALLOCATION TO WASTE FUND	3,096,952.33
55	ALLOCATION TO WATER FUND	2,691,410.39
58	ALLOCATION TO STORM WATER UTILITY FUND	2,117,867.38
70	ALLOCATION TO DEBT SERVICE	12,185.46
85	ALLOCATION TO CDRA FUND	(369,724.22)
	TOTAL ALLOCATIONS TO OTHER FUNDS	23,463,900.38
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(23,463,900.38)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

WEST POINT CITY CORPORATION

BALANCE SHEET

SEPTEMBER 30, 2025

GENERAL FUND

ASSETS

10-1190	CASH ALLOCATION TO OTHER FUNDS	1,951,311.99	
10-1361	PROPERTY TAXES DEFERRED	824,480.00	
10-1411	DUE FROM OTHER GOVT. UNITS	588,909.49	
10-1421	DUE FROM OTHER FUNDS	2,305,000.00	
10-1561	PREPAID EXPENSE	22,692.88	
	TOTAL CURRENT ASSETS		5,692,394.36
	TOTAL ASSETS		5,692,394.36

LIABILITIES AND EQUITYLIABILITIES

10-2131	ACCOUNTS PAYABLE	(706,975.68)	
10-2220	PAYROLL TAXES & WITHHOLDINGS	4,715.49	
10-2222	FEDERAL WITHHOLDING PAYABLE	12,328.14	
10-2223	STATE WITHHOLDING PAYABLE	3,286.79	
10-2225	STATE RET & 401(K) PAYABLE	14,527.17	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA	6,322.93	
10-2228	EMPLOYEES DISABILITIES INS.	118.83	
10-2229	HSA PAYABLE	21,738.74	
10-2232	PEHP - DENTAL & VISION INS.	(976.74)	
10-2233	ULGT - VISION & LTC INS.	631.41	
10-2234	WELLNESS - HEALTH CLUBS	(936.98)	
10-2243	WORKMENS COMPENSATION PAYABLE	47,611.37	
10-2245	STATE UNEMPLOYMENT PAYABLE	1,443.03	
10-2250	WAGES PAYABLE-CLEARING	(18,782.81)	
10-2255	EXCAVATION BOND PAYABLE	6,264.00	
10-2275	DEFERRED REVENUE	824,480.00	
10-2291	ESCROW ACCOUNTS PAYABLE	1,131,566.80	
	TOTAL LIABILITIES		1,347,362.49

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2975	NON-SPENDABLE FUNDS	22,692.88	
10-2980	UNASSIGNED FUNDS	3,906,705.82	
	REVENUE OVER EXPENDITURES - YTD	415,633.17	
	BALANCE - CURRENT DATE	4,345,031.87	
	TOTAL FUND EQUITY		4,345,031.87
	TOTAL LIABILITIES AND EQUITY		5,692,394.36

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10 PROPERTY TAXES	21.68	4,506.19	858,223.00	853,716.81	.5
10-31-25 VEHICLE - IN LIEU OF PROP. TAX	4,655.42	16,333.79	50,000.00	33,666.21	32.7
10-31-30 GENERAL SALES AND USE TAXES	201,850.84	666,174.22	2,500,000.00	1,833,825.78	26.7
10-31-40 CABLE TV	.00	.00	40,000.00	40,000.00	.0
10-31-50 ENERGY SALES AND USE	58,450.94	152,734.92	650,000.00	497,265.08	23.5
10-31-60 TELECOMMUNICATIONS	2,270.14	6,953.52	25,000.00	18,046.48	27.8
TOTAL TAXES	267,249.02	846,702.64	4,123,223.00	3,276,520.36	20.5
<u>LICENSES AND PERMITS</u>					
10-32-10 BUS. LICENSE/COND. USE PERMITS	2,280.00	10,400.00	13,000.00	2,600.00	80.0
10-32-21 BUILDING PERMITS	101,015.48	213,812.14	400,000.00	186,187.86	53.5
TOTAL LICENSES AND PERMITS	103,295.48	224,212.14	413,000.00	188,787.86	54.3
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-56 CLASS C ROADS	240,005.41	240,005.41	600,000.00	359,994.59	40.0
TOTAL INTERGOVERNMENTAL REVENUE	240,005.41	240,005.41	600,000.00	359,994.59	40.0
<u>CHARGES FOR SERVICES</u>					
10-34-10 ZONING AND SUBDIVISION FEES	3,700.00	9,875.00	15,000.00	5,125.00	65.8
10-34-60 RECREATION FEES	757.00	21,346.00	150,000.00	128,654.00	14.2
10-34-78 PARK & CITY HALL RESERVATIONS	550.00	2,090.00	5,000.00	2,910.00	41.8
10-34-79 CITY CELEB. & SPONSORSHIPS	.00	1,995.00	20,000.00	18,005.00	10.0
10-34-82 CEMETERY INTERMENT	4,200.00	6,200.00	15,000.00	8,800.00	41.3
10-34-90 MISC. INCOME & CONCESSIONS	401.54	2,666.66	10,000.00	7,333.34	26.7
TOTAL CHARGES FOR SERVICES	9,608.54	44,172.66	215,000.00	170,827.34	20.6
<u>MISCELLANEOUS REVENUE</u>					
10-36-10 INTEREST EARNINGS	83,233.16	256,004.01	100,000.00	(156,004.01)	256.0
10-36-30 ARTS COUNCIL REVENUE	310.00	360.00	5,000.00	4,640.00	7.2
TOTAL MISCELLANEOUS REVENUE	83,543.16	256,364.01	105,000.00	(151,364.01)	244.2
<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-10 BEGINNING BALANCE	.00	.00	800,000.00	800,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	800,000.00	800,000.00	.0

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	GENERAL FUND				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	703,701.61	1,611,456.86	6,256,223.00	4,644,766.14	25.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
10-41-10 MAYOR AND COUNCIL WAGES	4,463.34	13,390.02	58,023.00	44,632.98	23.1
10-41-13 EMPLOYEE BENEFITS	675.36	2,026.08	8,777.00	6,750.92	23.1
10-41-33 TRAINING AND EDUCATION	.00	(1,420.22)	13,000.00	14,420.22	(10.9)
10-41-35 COMMUNITY SERVICE CONTRACTS	575.00	575.00	4,000.00	3,425.00	14.4
TOTAL GENERAL GOVERNMENT	5,713.70	14,570.88	83,800.00	69,229.12	17.4
<u>ADMINISTRATIVE SERVICES</u>					
10-44-11 SALARIES AND WAGES	12,915.76	38,750.48	172,202.00	133,451.52	22.5
10-44-13 EMPLOYEE BENEFITS	4,913.56	12,261.17	83,474.00	71,212.83	14.7
10-44-20 MILEAGE REIMBURSEMENT	.00	.00	800.00	800.00	.0
10-44-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-44-24 POSTAGE	.00	541.99	5,000.00	4,458.01	10.8
10-44-25 EQUIPMENT & SUPPLIES	.00	29.04	1,000.00	970.96	2.9
10-44-26 EQUIPMENT LEASE & MAINTENANCE	956.94	1,935.91	16,500.00	14,564.09	11.7
10-44-33 TRAINING & EDUCATION	.00	1,482.66	6,000.00	4,517.34	24.7
10-44-38 AUDITOR & ACCOUNTING SUPPORT	.00	.00	16,500.00	16,500.00	.0
10-44-63 IT SUPPORT & CONTRACTS	.00	.00	8,100.00	8,100.00	.0
10-44-65 EMERGENCY MANAGEMENT	.00	.00	2,000.00	2,000.00	.0
10-44-69 OFFICE SUPPLIES & EXPENSE	46.35	708.00	4,000.00	3,292.00	17.7
10-44-75 RISK MANAGEMENT	724.00	45,191.10	50,000.00	4,808.90	90.4
10-44-95 CREDIT CARD PROCESSING FEES	258.06	987.33	3,000.00	2,012.67	32.9
10-44-98 BANK SERVICE CHARGES	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATIVE SERVICES	19,814.67	101,887.68	370,576.00	268,688.32	27.5
<u>PUBLIC WORKS</u>					
10-48-11 SALARIES AND WAGES	11,119.75	33,813.02	180,445.00	146,631.98	18.7
10-48-13 EMPLOYEE BENEFITS & RETIREMENT	5,016.92	14,589.79	107,345.00	92,755.21	13.6
10-48-15 ON CALL PAY	238.00	434.00	5,950.00	5,516.00	7.3
10-48-20 OVERTIME	1,571.79	12,188.11	25,000.00	12,811.89	48.8
10-48-23 TRAVEL AND EDUCATION	.00	.00	1,360.00	1,360.00	.0
10-48-25 EQUIPMENT, SUPPLIES & MAINT.	132.52	1,553.53	9,000.00	7,446.47	17.3
10-48-26 MUNICIPAL BLDGS. OPER. & MAINT	1,537.27	6,525.44	24,260.00	17,734.56	26.9
10-48-54 PROT. CLOTHING & EQUIPMENT	.00	1,362.20	4,500.00	3,137.80	30.3
10-48-65 FLEET OPERATIONS & MAINTENANCE	226.17	955.85	10,000.00	9,044.15	9.6
10-48-67 FLEET FUEL	1,317.72	2,707.07	12,865.00	10,157.93	21.0
10-48-69 OFFICE SUPPLIES & EXPENSE	.00	129.83	1,300.00	1,170.17	10.0
10-48-70 FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
10-48-75 CROSSWALK POWER	34.85	69.76	700.00	630.24	10.0
10-48-77 PUBLIC FACILITIES HEATING	37.47	74.33	6,000.00	5,925.67	1.2
10-48-82 PUBLIC FACILITIES POWER	1,887.26	4,481.80	14,000.00	9,518.20	32.0
10-48-84 STREET LIGHTING PWR & MNT.	3,797.98	(64,381.40)	52,000.00	116,381.40	(123.8)
TOTAL PUBLIC WORKS	26,917.70	14,503.33	464,725.00	450,221.67	3.1

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE</u>					
10-49-11 SALARIES AND WAGES	23,775.05	71,200.48	336,560.00	265,359.52	21.2
10-49-13 EMPLOYEE BENEFITS	9,223.66	23,464.43	183,206.00	159,741.57	12.8
10-49-20 MILEAGE REIMBURSEMENTS	.00	.00	750.00	750.00	.0
10-49-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00 (	3.17)	3,000.00	3,003.17 (	.1)
10-49-23 TRAVEL AND EDUCATION	.00 (	30.90)	13,000.00	13,030.90 (	.2)
10-49-25 NEW EQUIPMENT PURCHASE	.00	55.62	22,500.00	22,444.38	.3
10-49-37 ATTORNEY	2,200.00	4,400.00	35,000.00	30,600.00	12.6
10-49-62 MISCELLANEOUS	.00	.00	10,000.00	10,000.00	.0
10-49-63 IT SUPPORT & CONTRACTS	2,559.51	18,371.02	40,000.00	21,628.98	45.9
10-49-65 EMP. AWARDS, REC. & EVENTS	174.00	1,818.09	16,000.00	14,181.91	11.4
10-49-66 EDUCATION REIMB. PROGRAM	.00	498.00	6,000.00	5,502.00	8.3
10-49-67 EMP. BENEFITS & BONUS PROGRAM	.00	.00	17,500.00	17,500.00	.0
10-49-68 WELLNESS PROGRAM	.00	.00	3,000.00	3,000.00	.0
10-49-69 OFFICE SUPPLIES & EXPENSE	274.53	445.36	5,500.00	5,054.64	8.1
10-49-70 CELLULAR & RADIO SERV. & EQUIP	633.20	1,397.43	12,000.00	10,602.57	11.7
10-49-72 LEGAL ADVERTISING	.00	278.25	6,000.00	5,721.75	4.6
10-49-80 UTAH LEAGUE MEMBERSHIP	.00	7,783.30	8,000.00	216.70	97.3
10-49-82 CITY NEWSLETTER	952.00	2,856.00	12,000.00	9,144.00	23.8
10-49-83 ECONOMIC DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
10-49-85 VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-86 HR BACKGROUND CHECKS	.00	.00	500.00	500.00	.0
10-49-88 RECORDERS OFFICE	.00 (	1,419.14)	9,000.00	10,419.14 (	15.8)
10-49-89 ELECTIONS	11,910.94	11,910.94	20,000.00	8,089.06	59.6
10-49-90 CITY CELEBRATIONS & EVENTS	1,828.00	63,735.19	100,000.00	36,264.81	63.7
10-49-91 YOUTH COUNCIL	276.04	327.76	10,000.00	9,672.24	3.3
10-49-92 MISS WEST POINT PAGEANT	.00	3,800.00	15,000.00	11,200.00	25.3
10-49-96 YOUTH COURT	.00	.00	5,000.00	5,000.00	.0
10-49-98 ARTS COUNCIL	627.17	678.71	5,000.00	4,321.29	13.6
TOTAL EXECUTIVE	54,434.10	211,567.37	901,516.00	689,948.63	23.5
<u>COMMUNITY DEVELOPMENT</u>					
10-52-11 SALARIES AND WAGES	19,783.66	59,170.46	357,422.00	298,251.54	16.6
10-52-13 EMPLOYEE BENEFITS & RETIREMENT	7,222.91	18,507.94	166,378.00	147,870.06	11.1
10-52-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	1,500.00	1,500.00	.0
10-52-23 TRAVEL, EDUCATION & CERTIFICAT	1,025.00	1,374.00	7,500.00	6,126.00	18.3
10-52-25 EQUIPMENT & SUPPLIES	14.99	198.29	2,000.00	1,801.71	9.9
10-52-51 GIS	.00	.00	1,000.00	1,000.00	.0
10-52-62 CONTRACT PLANNING & INSP SERV	11,915.00	23,720.00	4,000.00 (	19,720.00)	593.0
10-52-63 IT SUPPORT & CONTRACTS	.00	5,500.00	13,500.00	8,000.00	40.7
10-52-65 STATE BUILDING SURCHARGE	.00	1,087.56	3,000.00	1,912.44	36.3
10-52-68 PLANNING COMM/BOARD OF ADJ.	835.00	835.00	3,500.00	2,665.00	23.9
10-52-69 OFFICE SUPPLIES & EXPENSE	.00	35.34	500.00	464.66	7.1
10-52-85 CODE ENFORCEMENT	203.10	718.39	4,000.00	3,281.61	18.0
10-52-90 COUNTY RECORDING FEES	100.00	910.00	4,000.00	3,090.00	22.8
TOTAL COMMUNITY DEVELOPMENT	41,099.66	112,056.98	568,300.00	456,243.02	19.7

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
10-53-11 SALARIES AND WAGES	9,787.64	29,292.92	93,431.00	64,138.08	31.4
10-53-13 EMP. BENEFITS & RETIREMENT	3,237.57	8,515.93	45,983.00	37,467.07	18.5
10-53-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-53-23 TRAVEL, EDUCATION & CERTIFICAT	.00	801.00	4,000.00	3,199.00	20.0
10-53-25 EQUIPMENT & SUPPLIES	.00	.00	20,000.00	20,000.00	.0
10-53-51 GIS	.00 (	331.51)	4,000.00	4,331.51	(8.3)
10-53-63 IT SUPPORT & CONTRACTS	.00	2,207.75	7,000.00	4,792.25	31.5
10-53-69 OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-53-70 ENGINEERING SERVICES	.00	442.50	22,000.00	21,557.50	2.0
TOTAL ENGINEERING	13,025.21	40,928.59	197,914.00	156,985.41	20.7
<u>PUBLIC SAFETY & EMERGENCY PLAN</u>					
10-54-11 CROSSING GUARDS	12,549.50	16,078.00	163,944.00	147,866.00	9.8
10-54-13 EMPLOYEE BENEFITS & RETIREMENT	1,243.64	1,593.29	16,247.00	14,653.71	9.8
10-54-15 CROSSING GUARD SUPPLIES/EQUIP.	.00	364.13	2,000.00	1,635.87	18.2
10-54-62 POLICE SERVICES	.00	188,798.92	755,248.00	566,449.08	25.0
10-54-65 NARCOTICS STRIKE FORCE	.00	.00	9,700.00	9,700.00	.0
10-54-71 EMERGENCY MANAGER	22,532.65	22,532.65	25,000.00	2,467.35	90.1
10-54-75 HOMETOWN SECURITY (EPRT)	.00	.00	4,000.00	4,000.00	.0
TOTAL PUBLIC SAFETY & EMERGENCY PLAN	36,325.79	229,366.99	976,139.00	746,772.01	23.5
<u>PARKS AND CEMETERY</u>					
10-70-11 SALARIES AND WAGES	13,788.81	52,121.03	252,346.00	200,224.97	20.7
10-70-13 EMPLOYEE BENEFITS & RETIREMENT	4,099.66	11,610.97	82,183.00	70,572.03	14.1
10-70-20 UNIFORMS	.00	191.98	1,000.00	808.02	19.2
10-70-23 TRAINING & EDUCATION	.00	.00	2,000.00	2,000.00	.0
10-70-25 EQUIPMENT & SUPPLIES	3,852.03	5,024.81	20,000.00	14,975.19	25.1
10-70-26 BUILDING AND GROUNDS	2,610.08	9,298.22	90,000.00	80,701.78	10.3
10-70-29 PARK & CEMETERY LIGHTS	412.63	803.77	4,500.00	3,696.23	17.9
10-70-61 MISC. SERVICES AND SUPPLIES	.00	.00	1,200.00	1,200.00	.0
10-70-69 OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-70-70 GATEWAYS & PUBLIC PROPERTIES	.00	350.00	6,000.00	5,650.00	5.8
TOTAL PARKS AND CEMETERY	24,763.21	79,400.78	459,729.00	380,328.22	17.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
10-71-11 SALARIES AND WAGES	24,122.16	73,539.16	414,868.00	341,328.84	17.7
10-71-13 EMPLOYEE BENEFITS & RETIREMENT	8,694.85	21,645.65	188,094.00	166,448.35	11.5
10-71-20 RECREATION PROGRAM MARKETING	.00	.00	1,000.00	1,000.00	.0
10-71-23 TRAVEL & EDUCATION	.00	200.00	5,000.00	4,800.00	4.0
10-71-25 EQUIPMENT AND SUPPLIES	.00	154.53	5,000.00	4,845.47	3.1
10-71-26 BUILDING AND GROUNDS	360.08	501.09	7,800.00	7,298.91	6.4
10-71-30 BACKGROUND CHECKS	112.80	629.60	2,000.00	1,370.40	31.5
10-71-60 SOCCER	1,915.19	10,762.69	27,000.00	16,237.31	39.9
10-71-67 JUNIOR JAZZ	.00	19,320.96	25,000.00	5,679.04	77.3
10-71-68 FOOTBALL	11,439.65	21,924.51	35,000.00	13,075.49	62.6
10-71-69 OFFICE SUPPLIES & EXPENSE	.00	17.26	5,000.00	4,982.74	.4
10-71-71 BASEBALL/SOFTBALL	.00	1,268.83	31,000.00	29,731.17	4.1
10-71-73 VOLLEYBALL	.00	35.00	5,500.00	5,465.00	.6
10-71-80 SENIOR PROGAMS	831.06	1,536.40	11,000.00	9,463.60	14.0
TOTAL RECREATION	47,475.79	151,535.68	763,262.00	611,726.32	19.9
<u>TRANSFERS, CONT. & OTHER USES</u>					
10-90-63 CLASS C TRANS. TO SPECIAL REV.	240,005.41	240,005.41	550,000.00	309,994.59	43.6
10-90-86 TRANSFER TO CAP. PROJ. FUND	.00	.00	344,262.00	344,262.00	.0
10-90-95 TRANSFER OUT TO CDRA	.00	.00	576,000.00	576,000.00	.0
TOTAL TRANSFERS, CONT. & OTHER USES	240,005.41	240,005.41	1,470,262.00	1,230,256.59	16.3
TOTAL FUND EXPENDITURES	509,575.24	1,195,823.69	6,256,223.00	5,060,399.31	19.1
NET REVENUE OVER EXPENDITURES	194,126.37	415,633.17	.00	(415,633.17)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

SPECIAL REVENUE FUND

ASSETS

45-1190	CASH - ALLOCATION TO OTHER FUN	9,394,908.46	
45-1411	DUE FROM OTHER GOVT. UNITS	36,229.02	
	TOTAL CURRENT ASSETS		9,431,137.48
	TOTAL ASSETS		9,431,137.48

LIABILITIES AND EQUITY

LIABILITIES

45-2131	ACCOUNTS PAYABLE	38,136.92	
	TOTAL LIABILITIES		38,136.92

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

45-2980	UNASSIGNED FUNDS	2,067,878.62	
45-2985	RESTRICTED FOR LOCAL OPTION RD	160,699.67	
45-2990	RESTRICTED FOR CLASS C ROADS	1,803,332.11	
45-2995	RESTRICTED FOR IMPACT FEES	5,126,071.55	
	REVENUE OVER EXPENDITURES - YTD	235,018.61	
	BALANCE - CURRENT DATE	9,393,000.56	
	TOTAL FUND EQUITY		9,393,000.56
	TOTAL LIABILITIES AND EQUITY		9,431,137.48

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEVELOPMENT FEES</u>					
45-30-57 ROAD IMPACT FEES	77,469.45	144,873.45	152,900.00	8,026.55	94.8
45-30-70 PARK AND TRAILS IMPACT FEES	161,000.00	325,248.00	623,086.00	297,838.00	52.2
45-30-75 NORTH DAVIS SEWER IMPACT FEES	82,539.44	168,199.42	352,600.00	184,400.58	47.7
45-30-80 N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-30-99 BEGINNING BALANCE	.00	.00	732,497.00	732,497.00	.0
TOTAL DEVELOPMENT FEES	321,008.89	638,320.87	1,874,951.00	1,236,630.13	34.0
<u>OTHER FINANCING SOURCES</u>					
45-33-90 TRANSFER FROM OTHER FUNDS	240,005.41	240,005.41	550,000.00	309,994.59	43.6
45-33-93 LOCAL OPTION ROADS	16,867.16	57,706.41	1,000,000.00	942,293.59	5.8
TOTAL OTHER FINANCING SOURCES	256,872.57	297,711.82	1,550,000.00	1,252,288.18	19.2
TOTAL FUND REVENUE	577,881.46	936,032.69	3,424,951.00	2,488,918.31	27.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL FUND PROJECTS</u>					
45-51-15 PARKS/TRAILS IMPACT FEE PROJ.	50,000.00	50,000.00	385,000.00	335,000.00	13.0
45-51-71 ROADS/PED. WALKWAYS IMPACT FEE	207,746.85	211,459.35	500,000.00	288,540.65	42.3
45-51-80 N.D. SEWER IMPACT FEES	27,344.24	142,033.16	352,600.00	210,566.84	40.3
45-51-85 N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-51-93 LOCAL OPTION ROADS	62.50	62.50	1,000,000.00	999,937.50	.0
45-51-95 CLASS C ROAD EXPENDITURES	149,190.33	297,459.07	1,151,020.00	853,560.93	25.8
45-51-97 ROAD & SIDEWALK GRANT PROJECTS	.00	.00	22,463.00	22,463.00	.0
TOTAL SPECIAL FUND PROJECTS	434,343.92	701,014.08	3,424,951.00	2,723,936.92	20.5
TOTAL FUND EXPENDITURES	434,343.92	701,014.08	3,424,951.00	2,723,936.92	20.5
NET REVENUE OVER EXPENDITURES	143,537.54	235,018.61	.00	(235,018.61)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

CAPITAL PROJECTS FUND

ASSETS

48-1190	CASH ALLOCATION TO OTHER FUNDS	4,568,988.59	
48-1315	INTERGOVERNMENTAL RECEIVABLES	72,337.92	
	TOTAL CURRENT ASSETS		4,641,326.51
	TOTAL ASSETS		4,641,326.51

LIABILITIES AND EQUITY

LIABILITIES

48-2131	ACCOUNTS PAYABLE	9,907.52	
48-2275	DEFERRED INFLOWS	72,337.92	
	TOTAL LIABILITIES		82,245.44

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
48-2980	UNASSIGNED FUNDS	841,837.11	
48-2985	COMMITTED TO CAPITAL PROJECTS	4,586,032.00	
	REVENUE OVER EXPENDITURES - YTD	(868,788.04)	
	BALANCE - CURRENT DATE	4,559,081.07	
	TOTAL FUND EQUITY		4,559,081.07
	TOTAL LIABILITIES AND EQUITY		4,641,326.51

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
48-30-45 CEMETERY PERMIT & PERPET. CARE	2,250.00	3,000.00	223,062.00	220,062.00	1.3
48-30-90 BEGINNING BALANCE	.00	.00	3,456,375.00	3,456,375.00	.0
TOTAL REVENUE	2,250.00	3,000.00	3,679,437.00	3,676,437.00	.1
<u>OTHER FINANCING SOURCES</u>					
48-33-10 TRANSFER FROM GENERAL FUND	.00	.00	344,262.00	344,262.00	.0
48-33-25 GRANTS	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	9,344,262.00	9,344,262.00	.0
TOTAL FUND REVENUE	2,250.00	3,000.00	13,023,699.00	13,020,699.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAP. PROJ. FUND FINANCING USES</u>					
48-51-15 BUILDINGS	.00	100,250.98	278,581.00	178,330.02	36.0
48-51-20 ROAD PROJECTS	830,987.42	663,979.17	10,442,585.00	9,778,605.83	6.4
48-51-25 PARK IMPROVEMENT PROJECTS	10,445.00	15,587.40	1,117,048.00	1,101,460.60	1.4
48-51-43 CAPITAL EQUIPMENT REPLACEMENT	39,765.00	91,970.49	93,912.00	1,941.51	97.9
48-51-44 VEHICLE REPLACEMENT	.00	.00	158,991.00	158,991.00	.0
48-51-53 5 YEAR CIP	.00	.00	709,520.00	709,520.00	.0
48-51-70 CEMETERY PERPETUAL CARE	.00	.00	223,062.00	223,062.00	.0
TOTAL CAP. PROJ. FUND FINANCING USES	881,197.42	871,788.04	13,023,699.00	12,151,910.96	6.7
TOTAL FUND EXPENDITURES	881,197.42	871,788.04	13,023,699.00	12,151,910.96	6.7
NET REVENUE OVER EXPENDITURES	(878,947.42)	(868,788.04)	.00	868,788.04	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

WASTE FUND

ASSETS

51-1075	UTILITY CASH CLEARING	76.05	
51-1190	CASH-ALLOCATION FROM GEN.FUND	3,096,952.33	
51-1311	WASTE ACCOUNTS RECEIVABLE	243,241.30	
51-1312	ALLOWANCE FOR BAD DEBTS	(14,367.78)	
51-1411	DUE FROM OTHER GOVERNMENT	3,315,981.10	
51-1502	DEFERRED OUTFLOWS - PENSION	73,501.00	
TOTAL CURRENT ASSETS			6,715,384.00

PROPERTY AND EQUIPMENT

51-1601	CONSTRUCTION IN PROGRESS	6,198,252.40	
51-1631	IMPROVEMENTS OTHER THAN BLDGS.	7,305,049.40	
51-1651	MACHINERY AND EQUIPMENT	392,730.22	
51-1690	ACCUMULATED DEPRECIATION	(2,214,137.94)	
TOTAL PROPERTY AND EQUIPMENT			11,681,894.08
TOTAL ASSETS			18,397,278.08

LIABILITIES AND EQUITY

LIABILITIES

51-2131	ACCOUNTS PAYABLE	843,415.28	
51-2140	CUSTOMER DEPOSITS PAYABLE	45,000.00	
51-2141	COMPENSATED ABSENCES PAYABLE	31,053.83	
51-2201	NET PENSION LIABILITY	38,370.00	
51-2202	DEFERRED INFLOWS - PENSION	(3,786.00)	
51-2250	WAGES PAYABLE	7,358.79	
51-2421	DUE TO OTHER FUNDS	2,305,000.00	
TOTAL LIABILITIES			3,266,411.90

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	12,934,429.44	
51-2995	RESTRICTED - SEWER IMPACT FEES	410,544.60	
	REVENUE OVER EXPENDITURES - YTD	1,785,892.14	
BALANCE - CURRENT DATE		15,130,866.18	
TOTAL FUND EQUITY			15,130,866.18
TOTAL LIABILITIES AND EQUITY			18,397,278.08

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-17 PENALTIES	440.00	900.00	500.00	(400.00)	180.0
51-37-26 SEWER FEES	125,675.83	374,212.63	1,300,000.00	925,787.37	28.8
51-37-50 GARBAGE COLLECTION FEES	70,961.83	212,036.25	1,150,000.00	937,963.75	18.4
51-37-60 GREENWASTE COLLECTION FEES	11,366.00	33,975.53	130,000.00	96,024.47	26.1
51-37-70 RECYCLE COLLECTION FEES	15,279.04	45,588.17	170,000.00	124,411.83	26.8
TOTAL OPERATING REVENUE	223,722.70	666,712.58	2,750,500.00	2,083,787.42	24.2
<u>OTHER FINANCING SOURCES</u>					
51-38-05 SEWER IMPACT FEES	99,066.47	173,044.47	82,700.00	(90,344.47)	209.2
51-38-15 CAN PURCHASE	5,500.00	11,220.00	17,000.00	5,780.00	66.0
51-38-65 ARPA NEU DAVIS COUNTY	.00	2,478,932.65	25,000,000.00	22,521,067.35	9.9
51-38-80 INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
51-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	104,566.47	2,663,197.12	25,129,700.00	22,466,502.88	10.6
<u>TRANSFERS</u>					
51-39-95 BEGINNING FUND BALANCE	.00	.00	104,235.00	104,235.00	.0
51-39-96 SEWER IMPACT FEE BALANCE	.00	.00	77,875.00	77,875.00	.0
TOTAL TRANSFERS	.00	.00	182,110.00	182,110.00	.0
TOTAL FUND REVENUE	328,289.17	3,329,909.70	28,062,310.00	24,732,400.30	11.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
51-81-11 SALARIES AND WAGES	18,415.45	54,426.71	285,697.00	231,270.29	19.1
51-81-13 BENEFITS AND BONUS	7,091.39	18,029.18	152,868.00	134,838.82	11.8
51-81-15 ON CALL PAY	34.00	62.00	850.00	788.00	7.3
51-81-20 OVERTIME	.00	.00	2,000.00	2,000.00	.0
51-81-27 LIFT STATION PUMPS	251.16	548.30	10,900.00	10,351.70	5.0
51-81-42 GARBAGE	55,314.61	139,185.94	600,000.00	460,814.06	23.2
51-81-43 GREENWASTE	10,806.78	25,293.45	113,000.00	87,706.55	22.4
51-81-44 RECYCLING	15,023.94	29,927.38	138,000.00	108,072.62	21.7
51-81-49 SEWER COLLECTION AND DISPOSAL	105,920.35	276,545.43	1,068,000.00	791,454.57	25.9
51-81-55 SEWER MAINTENANCE AND REPAIR	.00	86.50	33,620.00	33,533.50	.3
51-81-63 IT SUPPORT & CONTRACTS	1,233.49	3,849.21	21,800.00	17,950.79	17.7
51-81-65 UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
TOTAL PRIMARY OPERATING EXPENSES	214,091.17	547,954.10	2,428,235.00	1,880,280.90	22.6
<u>MATERIALS AND SUPPLIES</u>					
51-82-24 UTILITY BILLS - POSTAGE/EQUIP.	1,071.11	3,221.97	11,000.00	7,778.03	29.3
51-82-47 CAN PURCHASE	.00	.00	45,000.00	45,000.00	.0
51-82-60 TRAVEL AND EDUCATION	.00	2,700.00	1,500.00	(1,200.00)	180.0
51-82-61 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS AND SUPPLIES	1,071.11	5,921.97	58,500.00	52,578.03	10.1
<u>WASTE - OTHER EXPENSES</u>					
51-84-05 SEWER IMPACT FEE PROJECTS	.00	.00	33,858.00	33,858.00	.0
51-84-20 RISK MANAGEMENT	164.55	10,270.71	10,000.00	(270.71)	102.7
51-84-30 DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35 CREDIT CARD PROCESSING FEES	2,219.25	8,490.82	8,100.00	(390.82)	104.8
51-84-39 AUDITOR & ACCOUNTING SUPPORT	.00	.00	6,000.00	6,000.00	.0
51-84-44 VEHICLE REPLACEMENT	.00	.00	42,754.00	42,754.00	.0
51-84-81 IT	50.00	150.00	3,000.00	2,850.00	5.0
51-84-82 ARPA DAVIS COUNTY SEWER PROJ	.00	969,523.88	25,000,000.00	24,030,476.12	3.9
51-84-83 CAPITAL IMPROVEMENTS	.00	200.00	347,863.00	347,663.00	.1
51-84-84 BLUE STAKES	75.00	152.55	1,000.00	847.45	15.3
51-84-90 FLEET	658.86	1,353.53	8,000.00	6,646.47	16.9
51-84-97 FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
TOTAL WASTE - OTHER EXPENSES	3,167.66	990,141.49	25,555,575.00	24,565,433.51	3.9
<u>TRANSFERS & CONTINGENCIES</u>					
51-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	218,329.94	1,544,017.56	28,062,310.00	26,518,292.44	5.5
NET REVENUE OVER EXPENDITURES	109,959.23	1,785,892.14	.00	(1,785,892.14)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

WATER FUND

ASSETS

55-1075	UTILITY CASH CLEARING	913.66	
55-1190	CASH-ALLOCATION FROM GEN. FUND	2,691,410.39	
55-1311	WATER ACCOUNTS RECEIVABLE	176,521.64	
55-1312	ALLOWANCE FOR BAD DEBTS	(3,000.00)	
55-1502	DEFERRED OUTFLOWS - PENSION	84,384.00	
	TOTAL CURRENT ASSETS		2,950,229.69

PROPERTY AND EQUIPMENT

55-1601	WATER RIGHTS	138,000.00	
55-1611	LAND	55,500.00	
55-1621	BUILDINGS	60,000.00	
55-1631	IMPROVEMST. OTHER THAN BLDGS.	5,736,433.96	
55-1650	CONSTRUCTION IN PROGRESS	715,766.99	
55-1651	MACHINERY & EQUIPMENT	230,527.39	
55-1690	ACCUMULATED DEPRECIATION	(1,782,596.01)	
	TOTAL PROPERTY AND EQUIPMENT		5,153,632.33
	TOTAL ASSETS		8,103,862.02

LIABILITIES AND EQUITY

LIABILITIES

55-2131	ACCOUNTS PAYABLE	139,898.27	
55-2140	CUSTOMER DEPOSITS PAYABLE	159,718.56	
55-2141	COMPENSATED ABSENCES PAYABLE	36,171.18	
55-2201	NET PENSION LIABILITY	45,444.00	
55-2202	DEFERRED INFLOWS - PENSION	(5,918.00)	
55-2250	WAGES PAYABLE	8,474.10	
	TOTAL LIABILITIES		383,788.11

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
55-2980	BEGINNING OF YEAR	7,387,165.66	
55-2995	RESTRICTED - WATER IMPACT FEES	219,438.31	
	REVENUE OVER EXPENDITURES - YTD	113,469.94	
	BALANCE - CURRENT DATE	7,720,073.91	
	TOTAL FUND EQUITY		7,720,073.91
	TOTAL LIABILITIES AND EQUITY		8,103,862.02

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
55-37-11 METERED WATER SALES	75,183.98	227,126.94	850,000.00	622,873.06	26.7
55-37-13 SECONDARY WATER SALES	98,873.49	296,202.92	1,200,000.00	903,797.08	24.7
55-37-14 CONNECTION FEES - WATER	350.00	2,800.00	11,500.00	8,700.00	24.4
55-37-17 PENALTIES	(270.00)	(270.00)	500.00	770.00	(54.0)
TOTAL OPERATING REVENUE	174,137.47	525,859.86	2,062,000.00	1,536,140.14	25.5
<u>OTHER FINANCING SOURCES</u>					
55-38-05 WATER IMPACT FEES	1,112.00	8,896.00	36,696.00	27,800.00	24.2
55-38-80 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
55-38-95 FUND RESERVES	.00	.00	745,769.00	745,769.00	.0
55-38-96 WATER IMPACT FEE BALANCE	.00	.00	291,531.00	291,531.00	.0
55-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	1,112.00	8,896.00	1,113,996.00	1,105,100.00	.8
TOTAL FUND REVENUE	175,249.47	534,755.86	3,175,996.00	2,641,240.14	16.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
55-81-11 SALARIES AND WAGES	20,957.12	61,904.63	333,894.00	271,989.37	18.5
55-81-13 BENEFITS AND BONUS	8,184.35	20,762.29	177,404.00	156,641.71	11.7
55-81-15 ON CALL PAY	68.00	124.00	1,700.00	1,576.00	7.3
55-81-20 OVERTIME	233.52	305.49	4,000.00	3,694.51	7.6
55-81-28 WELLS & WATER TANK POWER	640.04	1,312.25	9,000.00	7,687.75	14.6
55-81-35 HOOPER WATER DISTRICT	.00	.00	500.00	500.00	.0
55-81-41 WATER MAINTENANCE	1,618.00	6,565.83	28,620.00	22,054.17	22.9
55-81-42 WATER SAMPLE TESTING	.00	1,270.00	5,000.00	3,730.00	25.4
55-81-43 SECONDARY WATER	98,524.21	288,500.66	1,200,000.00	911,499.34	24.0
55-81-45 REGISTRATION & OTHER EXPENSES	.00	.00	500.00	500.00	.0
55-81-60 TRAVEL AND EDUCATION	.00	.00	4,140.00	4,140.00	.0
55-81-63 IT SUPPORT & CONTRACTS	791.09	2,407.63	25,800.00	23,392.37	9.3
TOTAL PRIMARY OPERATING EXPENSES	131,016.33	383,152.78	1,790,558.00	1,407,405.22	21.4
<u>WATER - MATERIALS AND SUPPLIES</u>					
55-82-24 UTILITY BILLS - POSTAGE/EQUIP	1,071.12	3,221.99	8,250.00	5,028.01	39.1
55-82-47 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50 WATER METERS	.00	.00	125,000.00	125,000.00	.0
TOTAL WATER - MATERIALS AND SUPPLIES	1,071.12	3,221.99	134,000.00	130,778.01	2.4
<u>WATER - OTHER EXPENSES</u>					
55-84-05 WATER SYSTEM IMPACT FEE PROJ.	.00	.00	574,753.00	574,753.00	.0
55-84-20 RISK MANAGEMENT	153.58	9,585.99	10,000.00	414.01	95.9
55-84-30 DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33 CAPITAL PROJECTS & EXPENDITURE	.00	13,222.00	166,801.00	153,579.00	7.9
55-84-35 CREDIT CARD PROCESSING FEES	2,374.08	9,083.22	8,800.00	(283.22)	103.2
55-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	.00	6,000.00	6,000.00	.0
55-84-40 WATER PURCHASE - WEBER BASIN	.00	.00	288,474.00	288,474.00	.0
55-84-44 VEHICLE REPLACEMENT	.00	.00	47,110.00	47,110.00	.0
55-84-82 BLUE STAKES	171.27	351.27	2,500.00	2,148.73	14.1
55-84-83 IT	100.00	300.00	2,000.00	1,700.00	15.0
55-84-85 ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90 FLEET	1,153.00	2,368.67	15,000.00	12,631.33	15.8
55-84-97 FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
TOTAL WATER - OTHER EXPENSES	3,951.93	34,911.15	1,231,438.00	1,196,526.85	2.8
<u>TRANSFERS & CONTINGENCIES</u>					
55-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	<u>136,039.38</u>	<u>421,285.92</u>	<u>3,175,996.00</u>	<u>2,754,710.08</u>	<u>13.3</u>
NET REVENUE OVER EXPENDITURES	<u>39,210.09</u>	<u>113,469.94</u>	<u>.00</u>	<u>(113,469.94)</u>	<u>.0</u>

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

STORM WATER UTILITY FUND

ASSETS

58-1190	CASH-ALLOCATION FROM GEN. FUND	2,117,867.38	
58-1311	STORM WATER ACCTS. RECEIVABLE	20,533.07	
58-1312	ALLOWANCE FOR BAD DEBTS	(100.00)	
58-1411	DUE FROM OTHER GOVERNMENT	3,744.00	
58-1502	DEFERRED OUTFLOWS - PENSION	29,104.00	
	TOTAL CURRENT ASSETS		2,171,148.45

PROPERTY AND EQUIPMENT

58-1611	LAND	102,540.00	
58-1631	IMPROVEMST. OTHER THAN BLDGS.	8,906,781.84	
58-1651	MACHINERY AND EQUIPMENT	104,849.41	
58-1690	ACCUMULATED DEPRECIATION	(1,501,380.90)	
	TOTAL PROPERTY AND EQUIPMENT		7,612,790.35
	TOTAL ASSETS		9,783,938.80

LIABILITIES AND EQUITY

LIABILITIES

58-2131	ACCOUNTS PAYABLE	25,445.68	
58-2141	COMPENSATED ABSENCES PAYABLE	13,727.90	
58-2201	NET PENSION LIABILITY	13,384.00	
58-2202	DEFERRED INFLOWS - PENSION	368.00	
58-2250	WAGES PAYABLE	2,949.92	
	TOTAL LIABILITIES		55,875.50

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
58-2980	BEGINNING OF YEAR	8,717,900.86	
58-2995	RESTRICTED-STORM WTR IMPT FEES	927,561.43	
	REVENUE OVER EXPENDITURES - YTD	82,601.01	
	BALANCE - CURRENT DATE	9,728,063.30	
	TOTAL FUND EQUITY		9,728,063.30
	TOTAL LIABILITIES AND EQUITY		9,783,938.80

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
58-37-11 STORM SYS. MAINT. & CONST. FEE	18,829.08	56,313.43	215,000.00	158,686.57	26.2
58-37-17 PENALTIES	(30.00)	(30.00)	150.00	180.00	(20.0)
58-37-90 FUND BALANCE	.00	.00	18,315.00	18,315.00	.0
58-37-91 STORM WATER IMPACT FEE BALANCE	.00	.00	74,288.00	74,288.00	.0
TOTAL OPERATING REVENUE	18,799.08	56,283.43	307,753.00	251,469.57	18.3
<u>OTHER FINANCING SOURCES</u>					
58-38-05 STORM WATER IMPACT FEES	39,280.65	68,623.44	105,100.00	36,476.56	65.3
58-38-70 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
58-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	39,280.65	68,623.44	145,100.00	76,476.56	47.3
TOTAL FUND REVENUE	58,079.73	124,906.87	452,853.00	327,946.13	27.6

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
58-81-11 SALARIES AND WAGES	7,857.30	23,295.60	113,826.00	90,530.40	20.5
58-81-13 BENEFITS	2,931.86	7,510.05	59,822.00	52,311.95	12.6
58-81-27 STORM SYS. MAINT. & REPAIR	.00	.00	23,620.00	23,620.00	.0
58-81-28 CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34 CREDIT CARD FEES	309.66	1,184.75	1,100.00	(84.75)	107.7
58-81-40 SWEEPING & PREVENTATIVE CARE	.00	.00	12,000.00	12,000.00	.0
58-81-42 STRM SYS MAINT & PHS II COMP.	2,227.00	3,427.00	2,500.00	(927.00)	137.1
58-81-43 SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
TOTAL PRIMARY OPERATING EXPENSES	13,325.82	35,417.40	227,868.00	192,450.60	15.5
<u>STORM WTR UTILITY - OTHER EXP.</u>					
58-84-05 STORM SYSTEM IMPACT FEE PROJ.	.00	3,126.50	.00	(3,126.50)	.0
58-84-20 RISK MANAGEMENT	54.85	3,423.58	3,500.00	76.42	97.8
58-84-30 DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	.00	1,500.00	1,500.00	.0
58-84-44 VEHICLE REPLACEMENT	.00	.00	83,485.00	83,485.00	.0
58-84-83 CAPITAL PROJECTS	.00	.00	40,000.00	40,000.00	.0
58-84-90 FLEET EXPENSE	164.71	338.38	2,500.00	2,161.62	13.5
58-84-97 FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
TOTAL STORM WTR UTILITY - OTHER EXP.	219.56	6,888.46	204,985.00	198,096.54	3.4
<u>DEPARTMENT 90</u>					
58-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	13,545.38	42,305.86	452,853.00	410,547.14	9.3
NET REVENUE OVER EXPENDITURES	44,534.35	82,601.01	.00	(82,601.01)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

DEBT SERVICE

ASSETS

70-1190	CASH ALLOCATION TO OTHER FUNDS	12,185.46	
	TOTAL CURRENT ASSETS		12,185.46
	TOTAL ASSETS		12,185.46

LIABILITIES AND EQUITY

FUND EQUITY

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

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

CDRA FUND

ASSETS

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

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS	(	369,724.22)	
	BALANCE - CURRENT DATE	(	369,724.22)	
	TOTAL FUND EQUITY		(	369,724.22)
	TOTAL LIABILITIES AND EQUITY		(	354,637.22)

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
85-31-08	INTERFUND LOAN	.00	.00	576,000.00	576,000.00	.0
85-31-10	PROPERTY TAX INCREMENT	.00	.00	140,000.00	140,000.00	.0
	TOTAL REVENUE	.00	.00	716,000.00	716,000.00	.0
	TOTAL FUND REVENUE	.00	.00	716,000.00	716,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

CDRA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
85-44-65 LONG-TERM DEBT EXPENSE	.00	.00	439,000.00	439,000.00	.0
TOTAL EXPENDITURES	.00	.00	439,000.00	439,000.00	.0
<u>DEPARTMENT 84</u>					
85-84-15 INTEREST EXPENSE	.00	.00	277,000.00	277,000.00	.0
TOTAL DEPARTMENT 84	.00	.00	277,000.00	277,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	716,000.00	716,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

GENERAL FIXED ASSETS

ASSETS

PROPERTY AND EQUIPMENT

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

LIABILITIES AND EQUITY

FUND EQUITY

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

WEST POINT CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

FUND 92

ASSETS

92-1502	DEFERRED OUTFLOWS OF RESOURCES	295,347.00	
	TOTAL CURRENT ASSETS		295,347.00
	TOTAL ASSETS		295,347.00

LIABILITIES AND EQUITY

LIABILITIES

92-2000	LONG TERM DEBT ACCOUNT GROUP	5,604,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE	103,259.51	
92-2201	NET PENSION LIABILITY	168,969.00	
92-2202	DEFERRED INFLOWS OF RESOURCES	13,199.00	
92-2551	ACCRUED INTEREST PAYABLE	25,194.00	
	TOTAL LIABILITIES		5,914,621.51

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(6,278,775.36)	
	REVENUE OVER EXPENDITURES - YTD	659,500.85	
	BALANCE - CURRENT DATE	(5,619,274.51)	
	TOTAL FUND EQUITY		(5,619,274.51)
	TOTAL LIABILITIES AND EQUITY		295,347.00

CITY COUNCIL STAFF REPORT

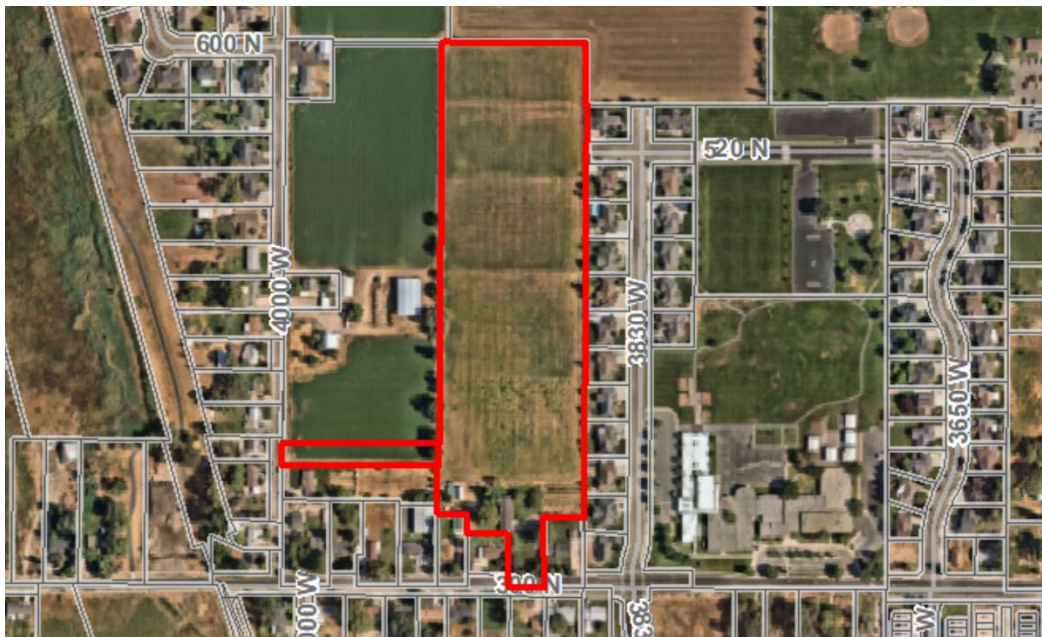


Subject: Rezone & Development Agreement
3900 W 300 N – (Leavitt)
Author: Bryn MacDonald
Department: Community Development
Date: November 18, 2025

Background

Matt Leavitt has applied to rezone 13.14 acres of land located at approximately 3900 West 300 North from R-2 residential (up to 2.7 units/acre) to R-4 medium density residential (up to 6 units/acre). During the update of the General Plan, the applicant petitioned the City Council to identify this property as R-4 residential. The City Council supported this request and designated the property as future R-4 residential on the General Plan Map. The applicant has applied to rezone the property to the R-4 zone. They are also asking for a development agreement.

The Planning Commission discussed this proposal during their meetings on March 27, April 10, and May 22, 2025. A public hearing was held on June 12, 2025 in accordance with West Point City Code.



Process

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

The Planning Commission held a public hearing in June 12, 2025. The PC heard comments from 16 individuals during the hearing. Some of the concerns raised included increased traffic, setting a precedent for the surrounding area, and loss of agricultural feel.

During the meeting on June 26, 2025, the Planning Commission recommended denial of the rezone due to potential negative impacts. The stated they don't believe the proposal fits in with the surrounding community. They believe the development could be achieved with an R-2 or R-3 PRUD, instead of the R-4 zone.

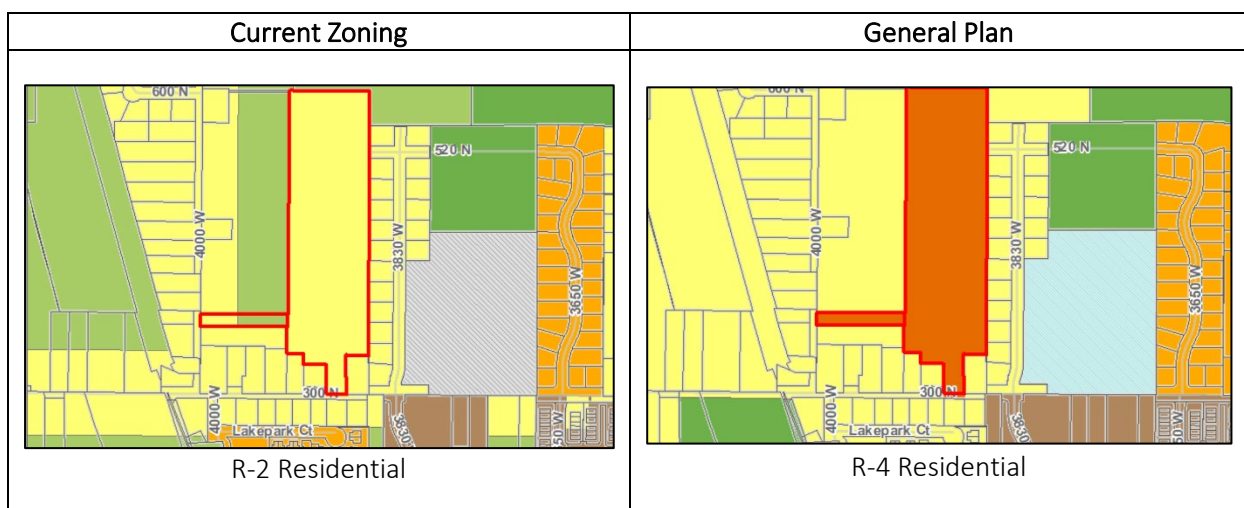
The City Council held a public hearing on September 16, 2025. The Council heard comments from 13 individuals during the hearing. Several of the commenters had concerns with the proposal, while two residents were in favor of the development. Many of the comments were the same as those stated during the PC public hearing, including:

- **Increased Traffic Concerns:** Residents worried about potential traffic overcrowding on 300 North and increased traffic within the West View Park Subdivision (3650 West & 3830 West) due to the development.
- **Number of Dwellings:** The increased number of homes seemed dramatically different compared to surrounding developments.
- **Loss of Agricultural Character:** Residents were concerned that smaller lot sizes would disrupt the area's agricultural feel.

Those residents in favor of the proposal expressed that they appreciated that this provides a different size lot than is currently available in the area. It will create a price point that will be more affordable for some people who want to move to the area. They commented **that these will allow first time home buyers, such as their children, to move to West Point.**

Analysis

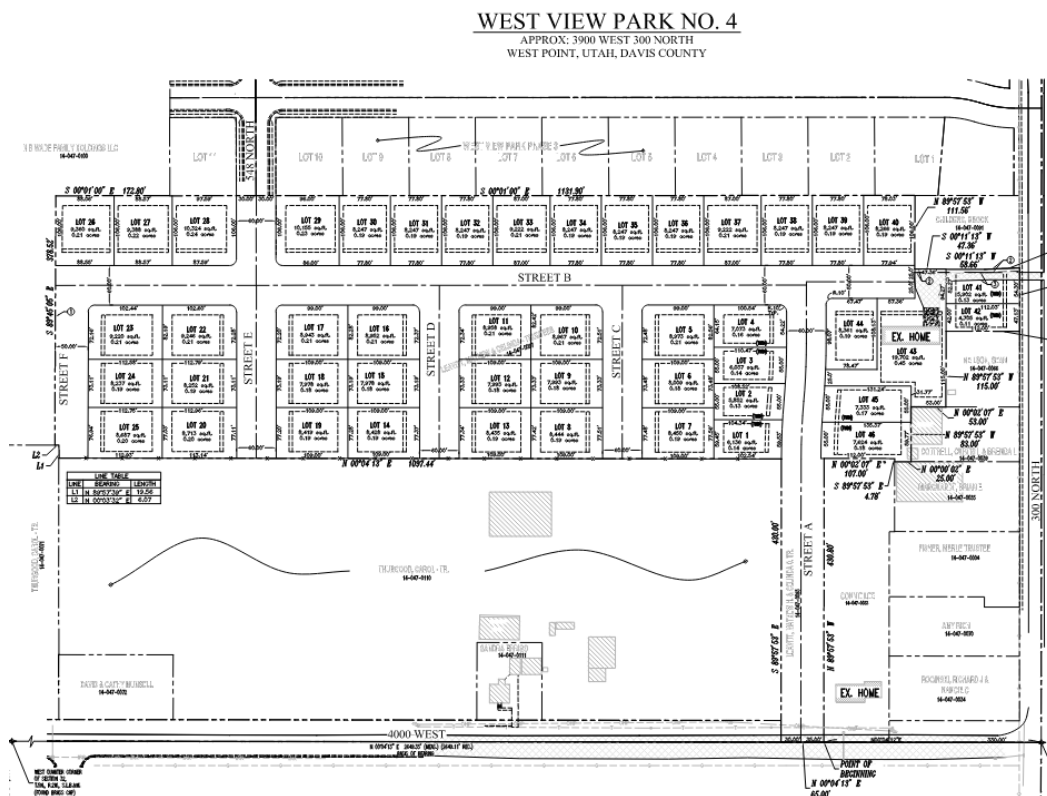
The City's Zoning Map shows the current legal uses for each property, indicating what can be built today. The General Plan Map, on the other hand, outlines the City's long-term vision for land use, showing potential future development if zoning changes align with the plan. The property is currently zoned R-2. The general plan designates the property as R-4.



West Point City Code 17.60.105 defines the R-4 zone as medium-density single-family neighborhoods (max 6 units/acre) intended for attainable housing. This zone allows for a max of 20 percent twin homes. The applicant's request for R-4 is consistent with the recommendations shown on the General Plan Map for this property; however, the requested density is lower than the minimum allowed in the zone. The table below compares the proposal to these standards.

R-4 Zone (13.14 acres)		
Standard	Required	Proposed
Minimum Density	3.7 units/acre	3.5 units/acre
Minimum Lots	49	46
Maximum Density	Up to 6 units/acre	3.5 units/acre
Minimum Lot size	5,000 sq/ft	5,280 sq/ft
Conceptual Plan	Yes	Provided
Draft CC&R with owner-occupancy requirements	Yes	Yes
Elevations	Yes	Provided; See below
Perimeter fence	Yes	Not Shown
Twin Homes max	20% (9 units)	17% (8 units)

After the meeting on August 19, 2025, the applicant made changes based on feedback from the Council and submitted a revised plan. He removed one of the twin homes on the east side of the development which reduces the total number of units to 46. This also reduces the density from 3.6 units to per acre to 3.5.

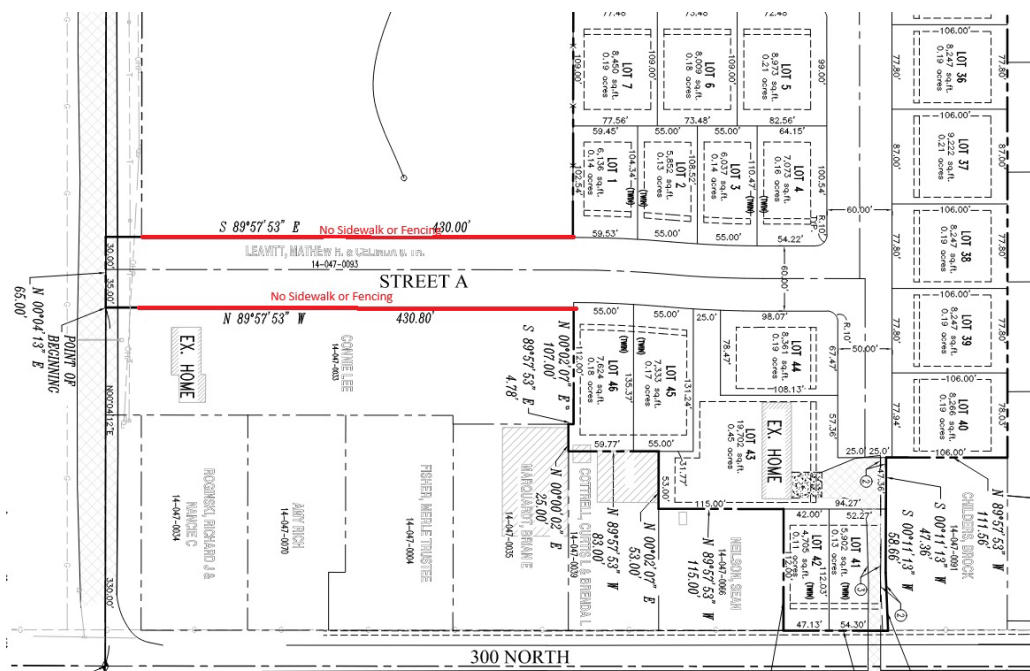


The number of twin homes now complies with the code requirement. The applicant has also added a 5-foot walkway connecting “Street B” with 300 North.

During the public hearing, concerns were raised regarding several issues. Below is the staff response to several of these items:

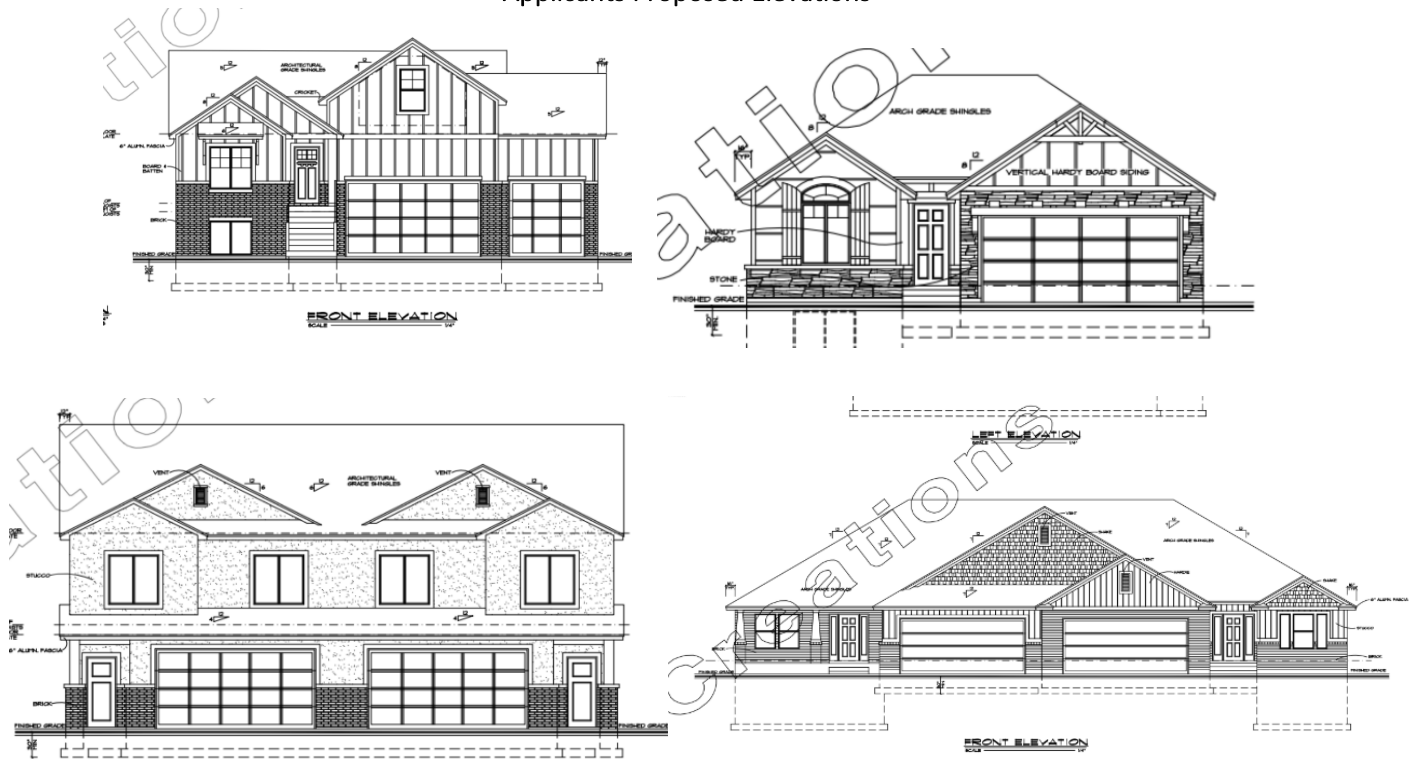
- **Overcrowding of Schools:** Utah State Code section 10-20-902 (3) states “A municipality may not, as a condition of land use application approval, require a person filing a land use application to obtain documentation regarding a school district's willingness, capacity, or ability to serve the development proposed in the land use application.” The city is not able to consider the availability of schools in their land use decisions.
- **Increased Traffic:** The City Engineer has reviewed the proposal and believes that the existing surrounding streets and planned streets in the development have more than enough capacity to serve the 46 proposed lots.
- **Accessory Dwelling Units:** One resident commented that ADUs should be allowed everywhere. The City currently allows internal ADUs on all lots greater than 6,000 square feet. City Code also allows detached ADUs on all lots greater than 10,000 square feet.
- **Precedent:** Several citizens expressed concerns about setting a precedent for the surrounding agricultural property in this area. There is no legal precedent if the City Council chooses to change the general plan on a property. If an application is submitted for an adjacent property, it will be reviewed and go through the same legal process.
- **Process:** Questions were raised about the general plan amendment on this property not being transparent. The City Council had discussions for several weeks on the proposed general plan. During public comment on November 19, 2024, Matt Leavitt asked to have his property considered R-4 on the new general plan. The Council expressed that they were in favor of discussing this change. The map was updated accordingly. A public hearing was then noticed and held on December 3, 2024. The Leavitt property was shown as R-4 on the draft and during the public hearing. The Council then made a final decision on December 17, 2024. The public had numerous times to comment during the public hearing and public comment portion of council meetings.

Development Agreement: The proposed density of 3.5 units/acre is below the R-4 zone's minimum requirement of 3.7 units/acre. The applicant will need to enter into a development agreement with the city to grant an exception to the code. This agreement would allow the lower density of 3.5 units/acre. The City has recommended removing the sidewalk on the portions of the entrance road without homes fronting on it. This will create less of a burden on the adjacent property owners to maintain the sidewalk.



The agreement also ensures that all other aspects of the development remain consistent with the City's planning objectives and the intent of the R-4 zone. The Planning Commission recommended denial of the development agreement.

Applicants Proposed Elevations



Recommendation

The proposed R-4 request matches the zoning designation on the General Plan map. The development agreement would allow a density of 3.5 instead of 3.7. The Planning Commission recommended denial of the rezone and the development agreement. Since this is a legislative matter, it is essential for the City Council to determine whether the request will support the vision of the general plan (map and documents) and ensure the overall welfare of the community.

Attachments

- Site Plan
- Resolution – Development Agreement
- Draft Development Agreement
- Ordinance - Rezone

RESOLUTION NO. 11-18-2025D

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST
POINT CITY AND MATHEW LEAVITT FOR THE DEVELOPMENT OF PROPERTY
LOCATED AT 3900 W 300 N**

WHEREAS, Mathew Leavitt owns the real property located at approximately 3900 W 300 N and identified as Davis County parcel identification numbers: 14-047-0094, 14-047-0095 and 14-047-0093; and

WHEREAS, West Point City desires to enter into a development agreement with Mathew Leavitt; and

WHEREAS, West Point City and Mathew Leavitt have jointly prepared the written agreement, attached hereto; and

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

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

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

PASSED AND ADOPTED this 18th day of November, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND MATHEW LEAVITT
(3900 W 300 N)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this _____ day of _____, 2025, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and Matt Leavitt, (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 to R-4 for certain property located at 3900 W 300 N and known as parcel numbers: 14-047-0094, 14-047-0095 and 14-047-0093 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 13.14 acres; and
WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

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

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-4 to allow for the development of a residential subdivision on the Subject Property; and

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

1.4 “Master Developer’ Undertakings” shall have the meaning set forth in Article IV.

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

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

1.7 “Subject Area” shall mean the 13.14 acres as legally described in Exhibit A.

1.8 “Maximum Residential Units” means the development on the Subject Property of 46 single family dwellings.

ARTICLE II CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 13.14 acres of R-4 zoning.

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

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

ARTICLE III CITY’S UNDERTAKINGS

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

ARTICLE IV MASTER DEVELOPER' UNDERTAKINGS

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

4.1 Development. Master Developer shall have the right to develop up to 46 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached concept plan (see Exhibit B). This includes 8 twin homes units (four buildings with two units each). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. The concept plan shall still be required to go through the subdivision process as outlined in West Point City Code and meet all requirements listed.

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

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

- i. Minimum square footage of 1,250 sq. ft. on main level for rambler style homes.
- ii. Minimum square footage of 1,900 sq. ft. above grade for two story style homes.
- iii. All homes will have a minimum 2 car garage.
- iv. No vinyl siding will be allowed.
- v. Exterior materials must comply with the following options:
 - a) All homes must have a minimum of 15 percent brick or stone on the front elevation.
 - b) The remainder of the exterior may be finished in stucco or Hardie board siding, or an appropriate exterior covering previously approved by the Architectural Review Committee.
 - c) Vertical wood grain metal siding is permitted and may be used, subject to approval by the Architectural Review Committee.

4.4 Density. The density of the project shall be permitted to be 3.5 units per acre.

4.5 Sidewalk. No sidewalk or fencing shall be required along the access marked as "Street A", the access off of 4000 W. Sidewalk shall be installed starting at the first developed lot, approximately 430 feet to the east of 4000 W. Vinyl fencing shall be installed around the remainder of the project, as required in the R-4 zone.

4.6 Easement. Master Developer shall dedicate to the city a five-foot wide access from the southern end of "Street B", connecting through proposed lots 43 and 41 to 300 North. Master Developer shall pave a 5-foot wide sidewalk and install a 6-foot vinyl fence on both sides of the access.

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

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

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

ARTICLE VI REMEDIES

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

taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

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

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

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

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

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

ARTICLE VII VESTED RIGHTS

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code

and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

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

ARTICLE VIII GENERAL PROVISIONS

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

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

To Master Developer: Matt Leavitt
 3900 W 300 N
 West Point, UT 84015

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

WEST POINT CITY CORPORATION

BRIAN VINCENT, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

Mathew H Leavitt, owner

EXHIBIT A

Legal Description of Property

Parcel IDs:

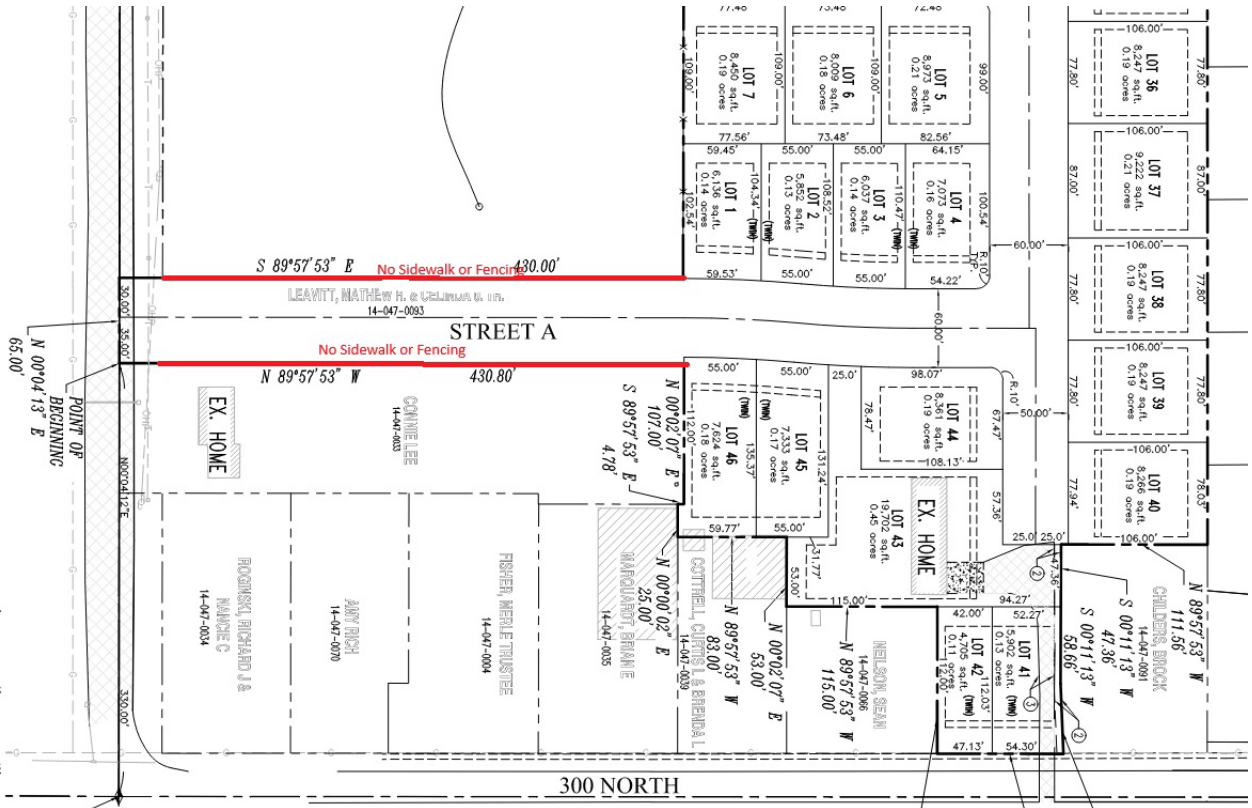
14-047-0093

14-047-0095

14-047-0097

[illegible]

EXHIBIT C



ORDINANCE NO. 11-18-2025A

**AN ORDINANCE REZONING PROPERTY LOCATED AT
APPROXIMATELY 3900 W 300 FROM
R-2 (RESIDENTIAL) TO R-4 (RESIDENTIAL)**

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

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

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

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

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

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the R-2 zone and placing the property in the R-4 zone and also approving the concept plan as shown in Exhibit B with a maximum of 4 twin homes, consisting of a total of 8 units.

Legal Description:

See Exhibit A attached hereto.

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

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this 18th day of November, 2025.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Parcels: 14-047-0094, 14-047-0095 and 14-047-0093

CITY COUNCIL STAFF REPORT



Subject: Discussion RE: Rezone Request –
5000 W. 1800 N. (The Holland Group)
Author: Bryn MacDonald
Department: Community Development
Date: November 18, 2025

Background

The Holland Group has submitted a request to rezone property located near 5000 West and 1800 North from A-5 Agricultural to R-1 Residential with a PRUD Overlay. The proposed subdivision, known as Sky Meadows, is planned to be a single-family residential development. The PRUD overlay provides flexibility for lot sizes in exchange for community benefits such as enhanced architecture, landscaping, street trees, trails, or parks. The PRUD also requires that a site plan be approved as part of the rezone request.

Process

Rezone requests, including application of a PRUD overlay, are legislative decisions. Unlike administrative approvals where the City must grant an application that meets objective standards, legislative matters give the Planning Commission and City Council broad discretion. The Commission is not required to recommend approval simply because the request is technically eligible. Instead, your recommendation should hinge on whether the proposal advances the community's health, safety, and welfare and aligns with the City's long-term planning goals.

The Planning Commission discussed this proposal during its September 25 and October 9, 2025, meetings. They held a public hearing on October 23, 2025, and recommended approval of the rezone to R-1 with a PRUD overlay. The recommendation included the condition that all of the relevant engineering concerns be addressed, including that the proposed trail will be safe. The PC also recommended an asphalt trail be considered along 5000 West, instead of the typical sidewalk.

Analysis

The applicant is requesting a rezone from A-5 (5 units/acre) Agricultural to R-1 PRUD for approximately 19.92 acres. The proposed R-1 zoning is consistent with the City's General Plan Map, which was adopted in August 2025 and designates this area as R-1 Residential. The site plan submitted by the applicant proposes 45 single-family lots at a calculated density of 2.41 units per acre. The density does not include 1.28 acres of property within the slough that is considered unbuildable. This unbuildable property does not count towards the density calculation, but can be included in the open space dedication. The request falls within the parameters of the PRUD (Planned Residential Unit Development) overlay, which allows for:

- *Flexibility* – available when a project includes the required PRUD base improvements (perimeter fencing, enhanced architectural materials, and street trees).
- *Bonus Density* – available for sites greater than 10 acres when additional amenities are provided. Under WPC 17.60.160(F), the Planning Commission may recommend, and the City Council may approve, up to a 10 percent density increase if the proposed amenities are found to warrant it.

The applicant's requested density of 2.41 units/acre, compared with the base R-1 maximum of 2.2 units/acre, represents approximately a 9.1% bonus density, which is within the range that may be authorized under the PRUD code if the Commission determines the amenities justify it.

Standard	R-1 Base Zone	PRUD Proposed
Density for R-1 Residential (<i>units per acre</i>)	≤ 2.2	2.41 (<i>max potential of 2.42</i>)
Maximum number of lots (<i>on 19.92 acres</i>)	44	45 (<i>max potential of 45</i>)
Minimum lot size (<i>square feet</i>)	$\leq 12,000$	*10,000
Average lot size (<i>square feet</i>)	N/A	*12,279
Minimum lot frontage	$\leq 85'$ (<i>average of 100'</i>)	*90'
Minimum lot depth	$\leq 100'$	*100'
8' Landscape dedicated landscape strip required (<i>along 5000 West</i>)	Yes	Yes

**There is no minimum requirement*

Bonus Density Request and Amenities

Under WPCC 17.60.160(F), the PRUD overlay allows the Planning Commission to recommend, and the City Council to approve, up to a 10 percent increase in overall project density for developments over 10 acres when additional amenities are provided that produce a measurable community benefit. The applicant's proposal for 45 lots on 18.64 buildable acres equates to a 9.1 percent density increase. Two amenities are identified to support this request:

1. Trail Dedication (1.80 acres): A corridor along the west and south boundaries that aligns with the City's adopted Master Trails Plan. This amenity corresponds directly with WPCC 17.60.160(F)(4)(c)(v) - "Dedication of land to the City for the development of a regional trail system." The applicant proposes to dedicate the corridor as required by the code. The City would construct the trail in the future.
2. Pocket Park (0.36 acres): A small neighborhood open space located near 1800 N and 5000 W. Because it is not identified as a regional park and would ultimately be improved by the City, it qualifies under WPCC 17.60.160(F)(4)(f) as an "Other Amenity."

Together, these areas account for 2.16 acres (11%) of the total site. The PC determined that these amenities fulfill the purpose of the PRUD overlay and justify the requested 9.1 percent density bonus.

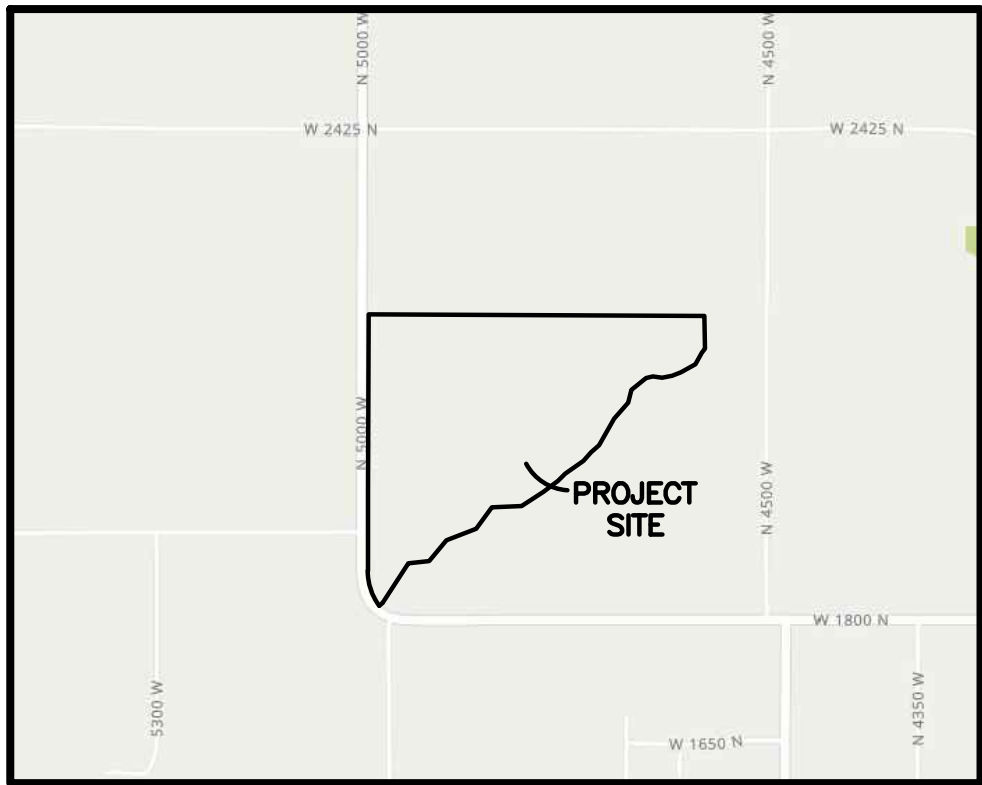
Recommendation

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

The Planning Commission recommended approval of the rezone from A-5 Agricultural to R-1 Residential with a PRUD Overlay to allow for flexibility in lot sizes and a 9.1 percent density bonus based on the dedication of open space and amenities on the site plan as proposed.

Attachments

Site Plan



VICINITY MAP
SCALE: NONE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA
C1	230.90	147.24'	144.75'	S18°07'01"E	36°32'07"

SITE DATA

TOTAL AREA.....19.92 ACRES
AVERAGE LOT SIZE.....12,279 S.F.
MINIMUM LOT SIZE.....10,000 S.F.
MAXIMUM LOT SIZE.....21,772 S.F.
CALCULATED DENSITY.....2.3 UNITS PER ACRE
10,000+ S.F. LOTS.....7
12,000+ S.F. LOTS.....7
14,000+ S.F. LOTS.....10

OPENSACE (POCKET PARK).....0.36 A.C. (1.8%)
OPENSACE (TRAIL AREA DEDICATION).....1.80 A.C. (9%)

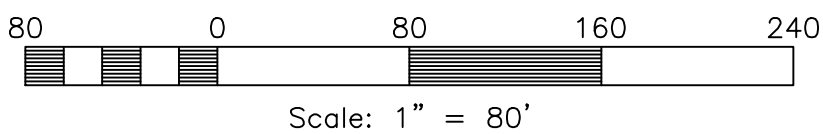
TOTAL NUMBER OF SINGLE FAMILY LOTS: 45

BUILDABLE SETBACKS:

FRONT SETBACK: 25 FEET
SIDE SETBACK: 8 FEET
SIDE FACING STREET SETBACK: 15 FEET
REAR SETBACK: 25 FEET

LEGEND

— = BOUNDARY
— = LOTS
--- = ADJOINING PROPERTY



West Point

Davis County, Utah



REVISIONS	DATE	DESCRIPTION
	7/29/2025	44 LOTS DOWN TO 38
	8/20/2025	47 LOTS
	9/2/2025	TRAILHEAD
	9/2/2025	SHIFT CUL-DE-SAC
	9/23/2025	48 DOWN TO 47 LOTS
	10/06/2025	48 DOWN TO 47 LOTS

West Point
PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
DAVIS COUNTY, UTAH

Concept Plan

Project Info.
Engineer: J. NATE REEVE, P.E.
Planner: C. CAVE
Designer: S. SIMRAYH
Date: 06-13-25
Name: WEST POINT
Number: 7605-12

CITY COUNCIL STAFF REPORT



Subject: Discussion RE: General Plan Amendment Request:
39 S 2000 W – Shaw Property
Author: Bryn MacDonald
Department: Community Development
Date: November 18, 2025

Background

Donald Mendenhall, representing the property owner Clint Shaw, has submitted a request for a General Plan Amendment for property located at 39 South 2000 West (Parcel 12-023-0046). The subject property contains approximately one acre. The property is currently designated R-3 Residential on the City's General Plan Map. The applicant is requesting that the General Plan Map be changed to C-C (Community Commercial).

In accordance with West Point City Code 17.00.090, property owners or their representatives may petition the City for General Plan amendments during the months of March and September. This application was received during the September submittal window.

Process

General Plan amendment requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, provided that it can be demonstrated that their action will promote or protect the community's overall welfare. Changes to the General Plan require a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council.

The Planning Commission held a public hearing on October 23, 2025. They received no public comments on the request. The PC recommended approval of the general plan amendment to C-C (Community Commercial). The City Council must now have a public hearing and can approve, deny, or modify the request.

Analysis

The subject property is located along 2000 West, a major arterial corridor with a mix of residential and commercial uses. The applicant's request is to change the designation to C-C (Community Commercial) to be "consistent with the properties to the north."

The adjacent parcel immediately north of the property is currently zoned L-C (Limited Commercial) for the Big O Tires. The parcels to the south and east are designated on the general plan as R-3 Residential. The proposal would extend the existing Community Commercial designation shown on the General Plan Map one parcel to the south, creating a continuous commercial frontage along 2000 West.

The C-C zone supports a wide range of neighborhood- and community-serving uses such as retail shops, restaurants, offices, financial institutions, daycares, and small-scale services. The excerpt from WPCC 17.60.050(B)) shown in the table below lists the allowed uses in the C-C zone.



Use	C-C Zone
Crop Production	P
Accessory Building (small $\leq 1,200$ sq ft)	P
Accessory Building (medium 1,201 – 1,449 sq ft on lot $< 15,000$ sq ft)	AC
Religious Places of Worship and Support Facilities	P
Commercial Day Care Center / Preschool	AC
Senior Care Facilities / Nursing Homes	PC
Private / Quasi-Public / Charter School	P
Utility Buildings & Structures (Electric Substations)	PC
Telecommunication Towers / Small Cell Installations	PC
Public Utilities (including substations, shops, storage yards, public buildings)	P
Public Water Reservoir / Storage Tank	P
Convenience Store	PC
Retail Shops / Services ($< 10,000$ sq ft)	PC
Mid-Box Retail (10,001 – 80,000 sq ft)	PC
Financial Institutions	PC
Restaurants / Bars (including fast food)	PC
Professional Offices (business, medical, dental, optical, labs)	PC
Private Instructional Studios (art, music, dance, etc.)	PC
Commercial Complex	PC
Commercial / Industrial Subdivision	P
Signs (see WPCC 17.110)	P
Firework Stands (temporary)	P
Animal Clinic	PC

P=Permitted PC=Planning Commission CUP AC=Administrative CUP

Recommendation

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

The Planning Commission recommended approval of the general plan amendment to C-C (Community Commercial). The City Council must now review the proposed General Plan amendment in light of the City's long-term planning goals, the established development pattern along 2000 West, the availability of infrastructure, and any public input received during the hearing.

CITY COUNCIL STAFF REPORT

Subject: Discussion RE: General Plan Amendment Request:
2084 N 4500 W – Nilson Land Development
Author: Bryn MacDonald
Department: Community Development
Date: November 18, 2025



Background

Nilson Land Development has submitted a request for a General Plan Amendment for property located at approximately 1900 North 4500 West (Parcel 14-165-0001), containing approximately 4.42 acres. The parcel is currently designated R-1 Residential (up to 2.2 units per acre) on the City's General Plan Map. The applicant is requesting to amend the General Plan Map designation to R-4 Residential (up to 6 units per acre). This will allow the property to be incorporated into the larger Trail's Edge subdivision area, which includes land in both West Point City and Clinton City.

Process

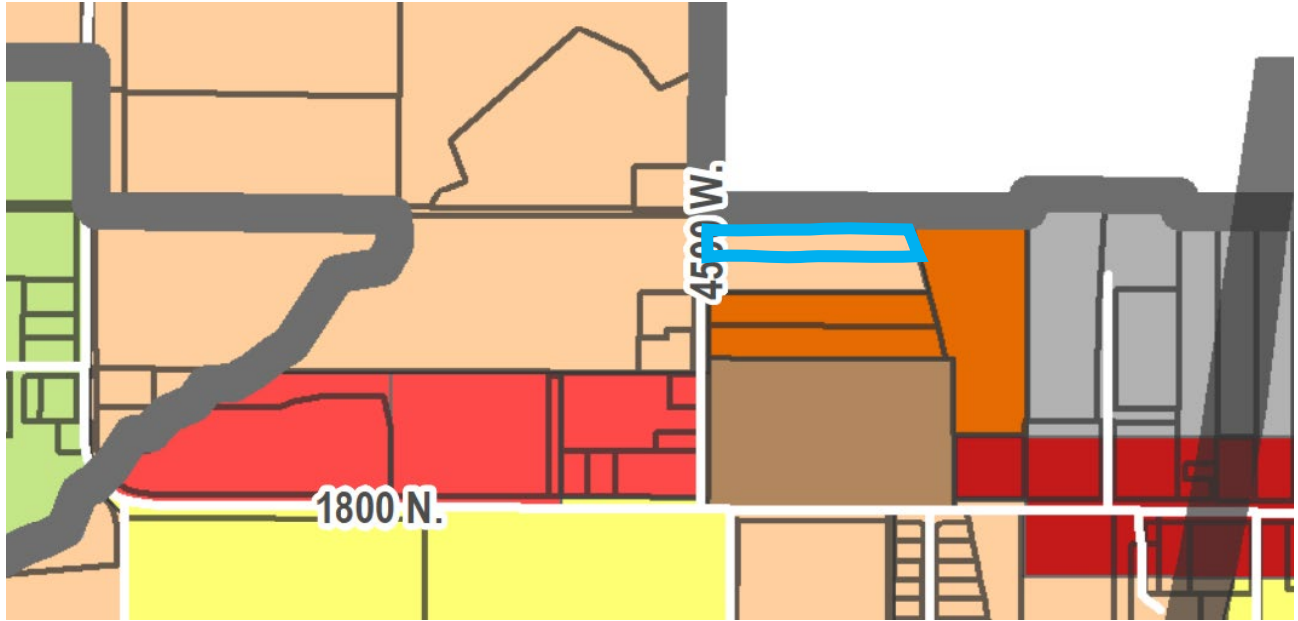
General Plan amendment requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, provided that it can be demonstrated that their action will promote or protect the community's overall welfare. Changes to the General Plan require a public hearing and recommendation from the Planning Commission before a final decision can be made by the City Council.

The Planning Commission held a public hearing on October 23, 2025. There were no public comments received at the hearing. The PC recommended denial of the general plan amendment to R-4. The PC stated that their reasons for recommending denial were because "this is a farming community; we need more diversity. We need to uphold the vision of the residents. The Developer hasn't brought any added benefits."

Analysis

The proposed amendment would change the General Plan designation from R-1 (2.2 units per acre) to R-4 (6 units per acre). The applicant explains that this change is intended to ensure consistency with the surrounding Trail's Edge subdivision, which contains similar residential products and design standards.

The surrounding General Plan designations include R-1 Residential directly to the south. North of this property is Clinton City. Further south, developments have been approved as R-4 Residential, and R-5 Residential (10 units per acre, attached townhomes) near the 1800 North / 4500 West intersection. The applicant's intent is to incorporate the property into the larger Trail's Edge Subdivision, which spans both West Point and Clinton City. The Trail's Edge rezone request for the adjacent property remains tabled and has not yet been acted upon by the City Council. That request was submitted and the application is vested under the previous R-4 zone, when the R-4 zone permitted up to 8 units per acre and townhomes.



Recommendation

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

The Planning Commission recommended denial of the general plan amendment to R-4. The PC felt that the developer hadn't provided any added benefits and the request didn't uphold the vision of the community. The City Council must now review the proposed General Plan amendment considering the City's adopted land use policies, surrounding development patterns, infrastructure availability, and public input received during the hearings.

CITY COUNCIL STAFF REPORT



Subject: 2025 General Election Canvass
Author: Casey Arnold
Department: Executive
Meeting Date: November 18, 2025

Background

In the 2025 municipal election cycle, two City Council seats and the mayor position are up for election. The City contracted earlier this year with the Davis County Clerk's Office to administer the election, along with all other cities in the County. During the candidate filing period, the following individuals declared their candidacy for Mayor and City Council seats (listed in ballot order pursuant to UCA §20A-6-305):

MAYOR

Annette Judd
Brian Vincent
David Marvin Drake

CITY COUNCIL *

Kenneth Bryan Whitaker
Michele Swenson
Jeremy Strong
Brad Lee
Joelle Caruso (withdrew)
Michelle Day (withdrew)

As the number of declared candidates exceeded twice the number of open seats, a Primary Election was required for both the Mayor and City Council seats. However, due to the later withdrawal of City Council Candidates Michelle Day and Joelle Caruso, there was no longer a need for a primary election for the City Council race and all the remaining City Council Candidates proceeded to the General Election ballot. As the ballots were already printed, this race still appeared on the ballot but none of those votes were counted – only votes for the Mayor position were counted. The Primary Election was held on August 12, 2025 and the Official Primary Election Results were approved by the Board of Canvassers on August 26, 2025. The two mayoral candidates with the most votes in the Primary Election proceeded to the General Election, as well as the four remaining City Council candidates. The General Election was held on November 4, 2025, with the following candidates on the ballot:

MAYOR

(Vote for 1)

Brian Vincent
David Marvin Drake

CITY COUNCIL

(Vote for 2)

Kenneth Bryan Whitaker
Michele Swenson
Jeremy Strong
Brad Lee

In accordance with State Code, the mayor and legislative body act as the board of municipal canvassers for each municipality and must approve the results of each election.

Analysis

The final results of the 2025 General Election will be provided at the City Council Meeting on November 18th, 2025. As the Board of Canvassers, the Council must vote to approve the Official Canvass Report at this meeting.

Significant Impacts

The Mayor Candidate and the two City Council Candidates receiving the highest number of votes will be elected to four-terms beginning January 1, 2026.

Recommendation

Staff recommends that the Council, as the Board of Canvassers, approve the Official Canvass Report of the November 4, 2025 Municipal General Election.

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: Property Transfers – West Davis Highway
Author: Boyd Davis
Department: Engineering
Meeting Date: November 18, 2025



Background

The City Council has already approved several offers from UDOT to purchase properties from the city that will be needed for the upcoming West Davis Highway. There are three additional land transactions that need to be considered by the Council that are connected to the West Davis Highway as follows:

- UDOT will need to purchase an easement on the public works park site for the installation of the Hooper Irrigation pipe. This has already been discussed by the City Council, but no action has been taken yet.
- UDOT will need to acquire the existing section of the Cold Spring Road that will be impacted by the highway. This has also been discussed by the City Council, but no action has been taken yet.
- The City needs property from UDOT for the new location of Cold Springs Road. UDOT has indicated that the property will be donated to the City.

Analysis

The first item is to purchase a perpetual easement along the future park property for the installation of the Hooper Irrigation canal pipe. This will be a 48" irrigation pipe and will be located along the east boundary of the project adjacent to the future sidewalk. The offer to purchase the easement is \$18,700 and the easement contains 0.429 acres. The purchase offer is attached to this report for the Council's review and includes a map of the proposed easement.

The second item is to transfer the existing Cold Springs Road right-of-way (ROW) to UDOT to be used for the highway. The only portion of the ROW that will be transferred to UDOT is that portion that lies within the boundaries of the highway. Because it's already a public ROW it will be transferred with no compensation. A quit claim deed will be used to transfer the ROW and will need to be approved by the City Council. The quit claim document is attached to this report for the Council's review.

The last item is the transfer of property from UDOT to the City for the construction of the new Cold Springs Road. Fortunately, there is a state statute that says if UDOT is transferring property to another entity and it will be used for a road, then the property must be transferred with no compensation. Therefore, UDOT intends to donate the property to the City. A donation document is attached to this report for the Council's review.

Recommendation

Staff recommends the Council accepts the offers as presented by resolution. A separate resolution for each item has been prepared.

Significant Impacts

None

Attachments

Offers

Resolutions

RESOLUTION NO. 11-18-2025A

**A RESOLUTION APPROVING AN OFFER
FROM UDOT TO PURCHASE A PERPETUAL EASEMENT
FOR THE WEST DAVIS HIGHWAY PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) is preparing to construct the West Davis Highway which runs through West Point City (City); and

WHEREAS, the City owns various properties that lie within the corridor or adjacent to the proposed highway; and

WHEREAS, UDOT has presented an offer to purchase a perpetual easement on property owned by the City; and

WHEREAS, the City is willing to grant said easement and accept the offer presented by UDOT; and

WHEREAS, offer documents have been prepared and must be signed and accepted by the City.

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

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

PASSED AND ADOPTED this 18th Day of November, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

October 21, 2025

West Point City
Attn: Boyd Davis
3200 West 300 North
West Point, UT 84015

Dear Boyd Davis:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase an easement on your property, which is located at "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", West Point, UT 84015 and has assigned parcel number(s) 112N:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$18,700.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Desiree Vargas (Consultant/Realtor)
801-330-9729
Acquisition Agent / Right of Way Division
Utah Department of Transportation



Utah Department of Transportation Right of Way Division Statement of Just Compensation

Project No: S-R199(381) Parcel No.(s): 112N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID / Sidwell No: 12-043-0124, 12-043-0125
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
112N:E	Land	18698	SQFT	\$4	25 Government	DAVIS

VALUE OF THE TAKING

					Factor	Value
112N:E	----->	18698	SQFT	\$4	25 x 1 =	\$18,698.00

OTHER COSTS

112N:E	Rounding					\$2.00
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NET AMOUNT: \$18,700.00

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

DATE: _____

Desiree Vargas (Consultant/Realtor) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 20927 **Project No:** S-R199(381)

Owner Name: West Point City

Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015

Parcel No: 112N:E

Authority No: 74720

Tax Id: 12-043-0124, 12-043-0125

Project Location: SR-177; SR-193 to 1800 N.

The Utah Department of Transportation hereby makes you an offer of \$18,700.00 as Just Compensation for the easement(s).

This is the approved value for the easement(s) described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the easement rights we need for \$18,700.00. Along with this Offer attached are the Statement of Just Compensation and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Desiree Vargas (Consultant/Realtor). I can be reached at 801-330-9729.

Receipt: Please sign below to indicate you have received the following documents:

Ombudsman's Acquisition Brochure - Your Guide to Just Compensation

Offer to Purchase & Offer Letter

Statement of Just Compensation

Right of Way Contract

Deed(s) and/or Easement(s)

Map and legal description

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Desiree Vargas (Consultant/Realtor) / Acquisition Agent

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 112N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0124, 12-043-0125
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Primary Phone: 801-776-0970 Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, West Point City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 112N:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$18,700 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 112N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.

County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0124, 12-043-0125

Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015

Owner's Address: 3200 West 300 North, West Point, UT 84015

Primary Phone: 801-776-0970

Owner's Home Phone:

Owner's Work Phone: (801)776-0970

Owner / Grantor (s): West Point City

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 112N:E
Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0124, 12-043-0125
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Primary Phone: 801-776-0970 Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Desiree Vargas, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

West Point City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 112N:E
Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0124, 12-043-0125
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Primary Phone: 801-776-0970 Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City

Exhibit A

(Attach conveyance documents)

Perpetual Easement

(CITY)

Davis County

Tax ID No. 12-043-0124,
12-043-0125

PIN No. 20927

Project No. S-R199(381)

Parcel No. R199:112N:E

West Point City, Grantor, a municipal corporation of the State of Utah, hereby GRANTS AND CONVEYS to the HOOVER IRRIGATION COMPANY, Grantee, at 5375 South 5500 West, Hooper, Utah 84315, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Davis County, State of Utah, to-wit:

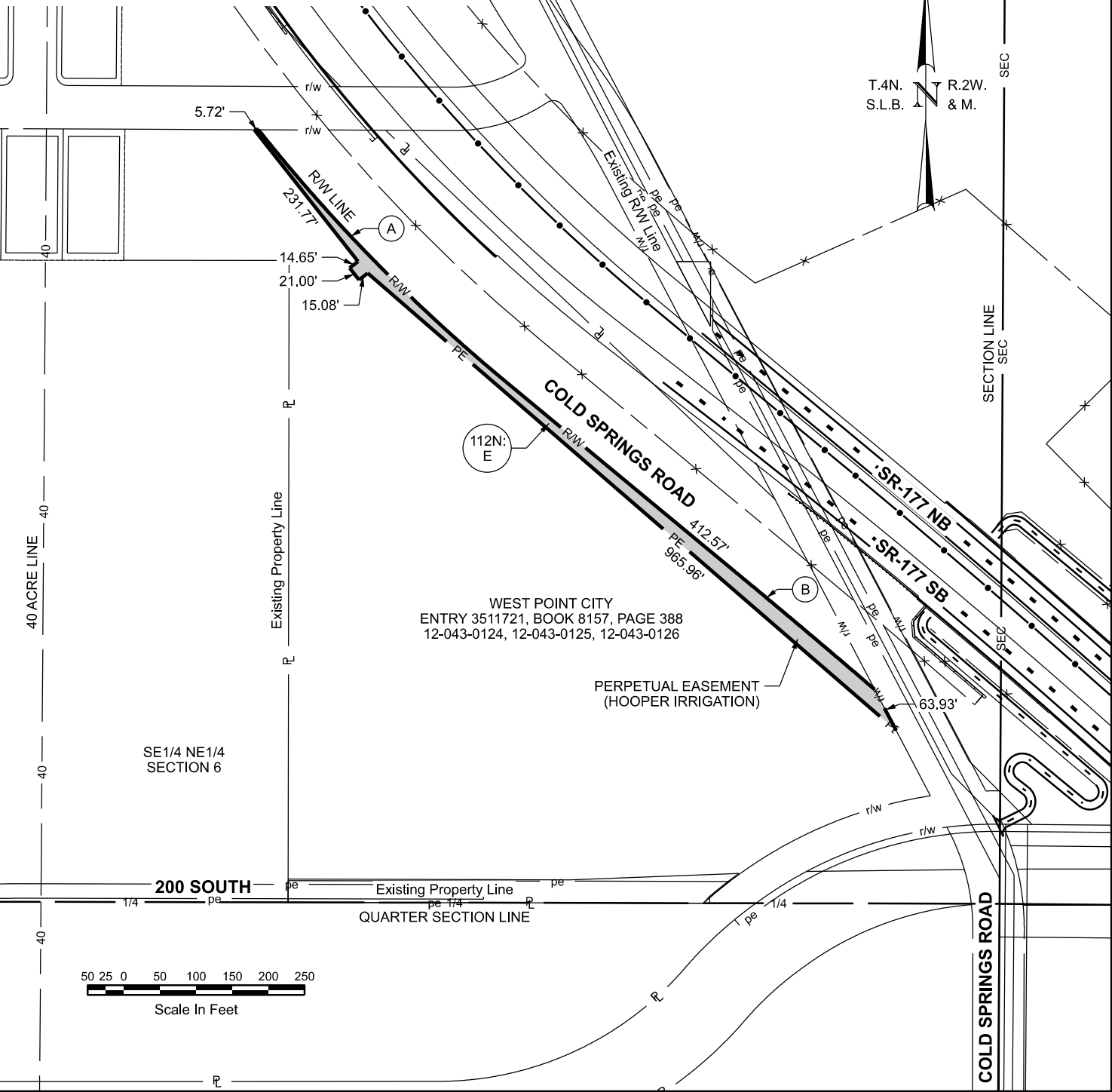
A perpetual easement, upon part of an entire tract of property, situate in the SE1/4NE1/4 of Section 6, T.4N., R.2W., S.L.B.&M., for the purpose of constructing and maintaining thereon a secondary water line and appurtenant parts thereof incident to SR-177, SR-193 to 1800 North, known as project number S-R199(381). The Easement shall run with the real property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The boundaries of said easement are described as follows:

Beginning at a point on the easterly boundary line of said entire tract, which point is on the westerly right of way line of Cold Springs Road, which point is also 409.15 feet S.89°46'33"W. along the quarter section line and 357.60 feet N.47°48'36"E. from the East Quarter Corner of said Section 6, which point is also 222.47 feet radially distant southwesterly from the control line of SR-177 (West Davis Corridor), at Engineer Station 1062+27.25; and running thence N.49°28'49"W. 965.96 feet; thence S.51°25'50"W. 15.08 feet; thence N.38°34'10"W. 21.00 feet; thence N.51°25'50"E. 14.65 feet; thence N.38°34'10"W. 231.77 feet to the northerly boundary line of said entire tract and the southerly right of way line of 25 South Street; thence along said northerly boundary line

and southerly right of way line N.89°54'10"E (*N.89°53'21"E. by record*) 5.72 feet to the proposed westerly right of way line of Cold Springs Road and a point of non-tangent curvature; thence along said proposed westerly right of way line the following three (3) courses: (1) southeasterly 488.44 feet along the arc of a 2,378.00-foot radius curve to the left, through a central angle of 11°46'07", the chord of which bears S.44°49'03"E. 487.58 feet; (2) S.50°42'06"E. 412.57 feet to a point of curvature; (3) southeasterly 251.99 feet along the arc of a 13,962.50-foot radius curve to the right, through a central angle of 01°02'03", the chord of which bears S.50°11'05"E. 251.99 feet to the easterly boundary line of said entire tract and the westerly right of way line of Cold Springs Road; thence along said easterly boundary line and westerly right of way line S.28°00'22"E. 63.93 feet, more or less, to the point of beginning. The above described easement contains 18,698 square feet or 0.429 acre in area, more or less.

(Note: Rotate above bearings 00°20'18" clockwise to equal NAD83 project bearings.)

PARCEL NO. 112N CURVE DATA					
CURVE	L	R	Δ	CB	CL
A	488.44'	2378.00'	11°46'07"	S 44°28'45" E	487.58'
B	251.99'	13962.50'	01°02'03"	S 49°50'47" E	251.99'



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.							
PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
112N:E	WEST POINT CITY	18,698	0.429	NONE	621,232	PERPETUAL EASEMENT	

SHEET NO.112N-EXHIBIT		PARTIAL SUMMARY NO. 08P		PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N			PROPERTY ADDRESS: PART OF THE SE1/4 OF THE NE1/4 OF SECTION 6, T4N, R2W, SLB&M WEST POINT, UT 84015	
				UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	
PROJECT NUMBER	S-R199(381)	PIN	20927		

PARCEL NO. 112N CURVE DATA					
CURVE	L	R	Δ	CB	CL
A	488.44'	2378.00'	11°46'07"	S 44°28'45" E	487.58'
B	251.99'	13962.50'	01°02'03"	S 49°50'47" E	251.99'



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
112N:E	WEST POINT CITY	18,698	0.429	NONE	621,232	PERPETUAL EASEMENT	

SHEET NO.112N-EXHIBIT		PARTIAL SUMMARY NO. 08P	PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N		PROPERTY ADDRESS: PART OF THE SE1/4 OF THE NE1/4 OF SECTION 6, T4N, R2W, SLB&M WEST POINT, UT 84015	
	PROJECT NUMBER	S-R199(381)	PIN	20927
UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN				

RESOLUTION NO. 11-18-2025B

**A RESOLUTION APPROVING A
TRANSFER OF THE EXISTING
COLD SPRINGS ROAD RIGHT-OF-WAY TO UDOT
FOR THE WEST DAVIS HIGHWAY PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) is preparing to construct the West Davis Highway which runs through West Point City (City); and

WHEREAS, the City owns various properties that lie within the corridor or adjacent to the proposed highway; and

WHEREAS, UDOT has requested that the existing Cold Springs Road right-of-way be transferred from the City to UDOT for use on the proposed West Davis Highway; and

WHEREAS, the City is willing to transfer the right-of-way; and

WHEREAS, a quit claim document has been prepared and must be signed and accepted by the City.

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

1. The City Council hereby approves the quit claim document, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said quit claim document.

PASSED AND ADOPTED this 18th Day of November, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

Quit Claim Deed
(CONTROLLED ACCESS)
(CITY)
Davis County

Tax ID No. NA
PIN No. 20927
Project No. S-R199(381)
Parcel No. R199:113:A

West Point City, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SE1/4 NE1/4 of Section 6, T.4N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-177, SR-193 to 1800 North, known as project number S-R199(381). The boundaries of said parcel of land are described as follows:

Beginning at a point on the southwesterly right of way line of Cold Springs Road, which point is 263.26 feet S.89°53'54"W. along the section line and 3,106.97 feet North from the Southeast Corner of said Section 6, which point is also 125.00 feet radially distant southwesterly from the control line of SR-177, at Engineer Station 1064+72.55; and running thence along said southwesterly right of way line the following two (2) courses: (1) N.28°01'11"W. 597.75 feet; (2) northwesterly 120.94 feet along the arc of a 962.00-foot radius curve to the left, through a central angle of 07°12'11", the chord of which bears N.31°37'16"W. 120.86 feet to a point of compound curvature and the southerly right of way line of 25 South Street; thence along said southerly right of way line the following three (3) courses: (1) westerly 23.28 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 88°55'23", the chord of which bears N.79°40'53"W. 21.01 feet to a point of reverse curvature; (2) westerly 136.60 feet along

the arc of a 230.00-foot radius curve to the right, through a central angle of 34°01'43", the chord of which bears S.72°52'28"W. 134.60 feet; (3) S.89°53'21"W. 174.53 feet to a point of non-tangent curvature, which point is also 133.93 feet radially distant southwesterly from the control line of said SR-177, at Engineer Station 1073+44.67; thence northwesterly 77.61 feet along the arc of a 2,304.00-foot radius curve to the right, through a central angle of 01°55'48", the chord of which bears N.39°28'45"W. 77.61 feet to the northerly right of way line of said 25 South Street, which point is also 134.16 feet radially distant southwesterly from the control line of said SR-177, at Engineer Station 1074+18.43; thence along said northerly right of way line the following two (2) courses: (1) N.89°53'21"E. 223.76 feet to a point of curvature; (2) easterly 96.69 feet along the arc of a 170.00-foot radius curve to the left, through a central angle of 32°35'16", the chord of which bears N.73°35'44"E. 95.39 feet to the southwesterly right of way line of said Cold Springs Road and a point of compound curvature; thence along said southwesterly right of way line the following three (3) courses: (1) northerly 24.28 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 92°44'33", the chord of which bears N.10°56'01"E. 21.72 feet to a point of reverse curvature; (2) northwesterly 134.74 feet along the arc of a 1,038.00-foot radius curve to the right, through a central angle of 07°26'15", the chord of which bears N.31°42'40"W. 134.65 feet; (3) N.27°59'32"W. 20.18 feet; thence N.89°58'56"E. 80.58 feet to the northeasterly right of way line of said Cold Springs Road and a point of non-tangent curvature; thence along said northeasterly right of way line the following three (3) courses: (1) southeasterly 149.84 feet along the arc of a 967.00-foot radius curve to the left, through a central angle of 08°52'41", the chord of which bears S.33°28'30"E. 149.69 feet to a point of reverse curvature; (2) southeasterly 178.39 feet along the arc of a 1,033.00-foot radius curve to the right, through a central angle of 09°53'40", the chord of which bears S.32°58'01"E. 178.17 feet; (3) S.28°01'11"E. 773.29 feet to a point of non-tangent curvature, which point is also 125.00 feet radially distant southwesterly from the control line of said SR-177, at Engineer Station 1062+81.50; thence northwesterly 189.36 feet along the arc of a 14,036.50-foot radius curve to the left, through a central angle of 00°46'23", the chord of which bears N.50°02'35"W. 189.36 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 93,267 square feet or 2.141 acres in area, more or less.

(Note: Rotate above bearings 00°21'07" clockwise to equal NAD83 project bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

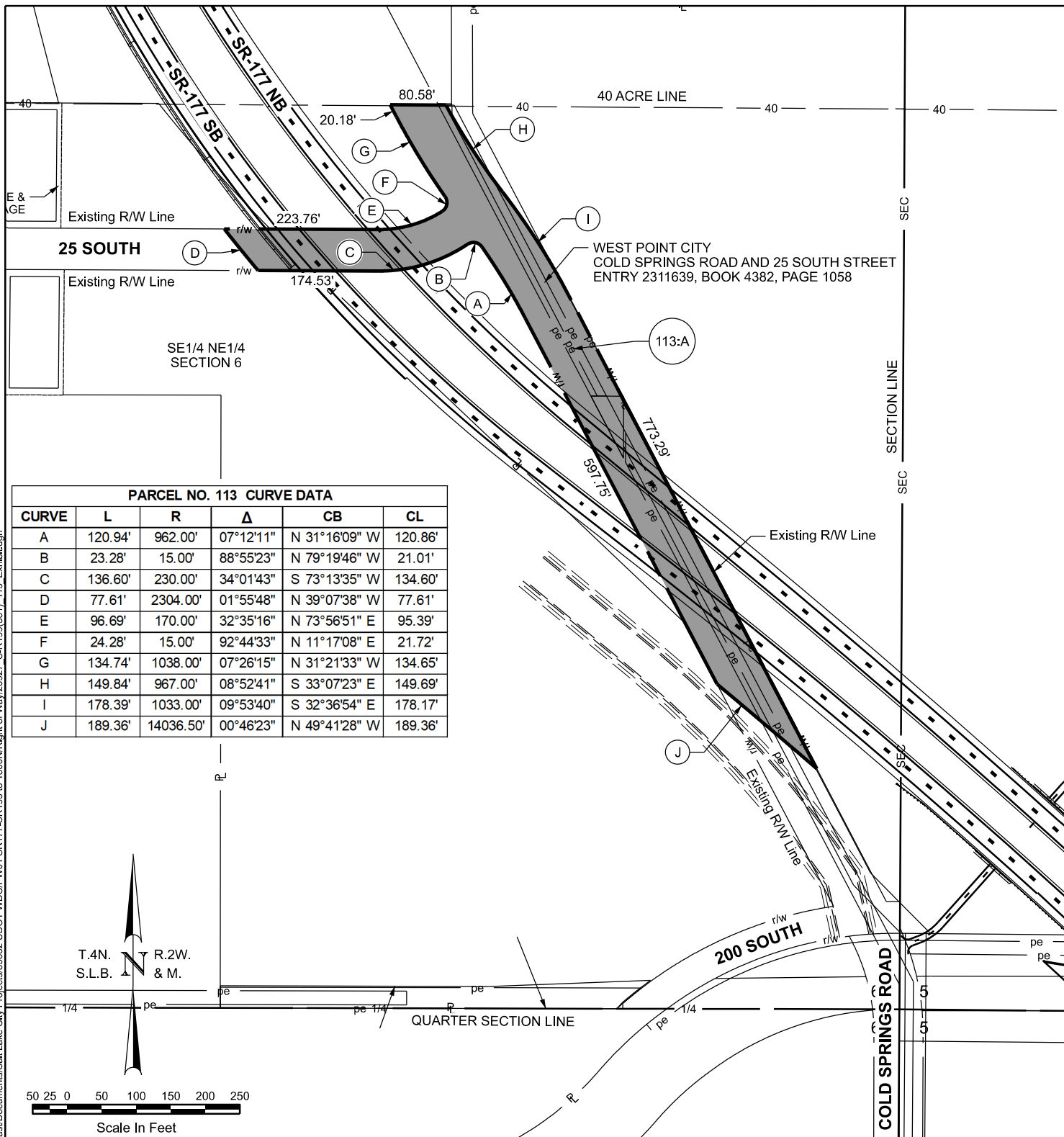
STATE OF	)	_____
	) ss.	_____
COUNTY OF	)	Signature

		Print Name and Title

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of West Point City and that said document was signed by him/her on behalf of said West Point City by Authority of its _____.

Notary Public

DGN File: pwr:\pwr\int\hmb\org\PWWestCoast\Documents\Salt Lake City Projects\65682 UDOT WDC\PW01 SR177-SR193 to 1800N\Right of Way\20927_S-R199(381)_113_ Exhibit.dgn

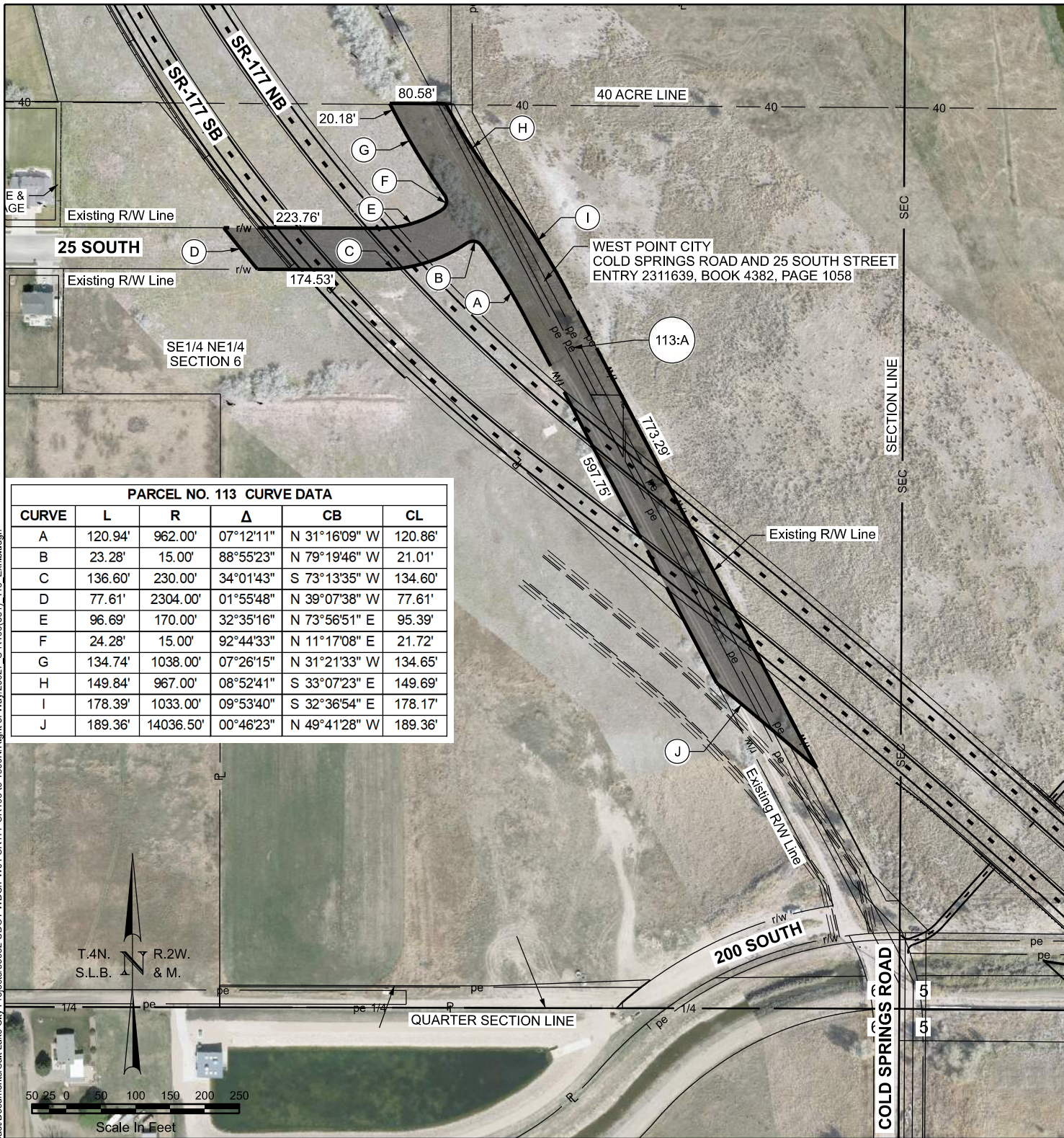


THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
113:A	WEST POINT CITY	93,267	2.141	NONE	343,131	249,864	NONE

SHEET NO. 113-EXHIBIT		PARTIAL SUMMARY NO. 04P		PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N			PROPERTY ADDRESS: COLD SPRINGS ROAD AND 25 SOUTH STREET, WEST POINT, UT 84015	
PROJECT NUMBER	S-R199(381)	PIN	20927	UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	

DGN File: pwr:\pwr\int\hmb\org\PWWestCoast\Documents\Salt Lake City Projects\65682 UDOT WDC\PW01 SR177-SR193 to 1800N\Right of Way\20927 SR199(381) 113 Exhibit.dgn



PARCEL NO. 113 CURVE DATA

CURVE	L	R	Δ	CB	CL
A	120.94'	962.00'	07°12'11"	N 31°16'09" W	120.86'
B	23.28'	15.00'	88°55'23"	N 79°19'46" W	21.01'
C	136.60'	230.00'	34°01'43"	S 73°13'35" W	134.60'
D	77.61'	2304.00'	01°55'48"	N 39°07'38" W	77.61'
E	96.69'	170.00'	32°35'16"	N 73°56'51" E	95.39'
F	24.28'	15.00'	92°44'33"	N 11°17'08" E	21.72'
G	134.74'	1038.00'	07°26'15"	N 31°21'33" W	134.65'
H	149.84'	967.00'	08°52'41"	S 33°07'23" E	149.69'
I	178.39'	1033.00'	09°53'40"	S 32°36'54" E	178.17'
J	189.36'	14036.50'	00°46'23"	N 49°41'28" W	189.36'

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
113:A	WEST POINT CITY	93,267	2.141	NONE	343,131	249,864	NONE

SHEET NO. 113-EXHIBIT		PARTIAL SUMMARY NO. 04P		PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N			PROPERTY ADDRESS: COLD SPRINGS ROAD AND 25 SOUTH STREET, WEST POINT, UT 84015	
				UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	
PROJECT NUMBER	S-R199(381)	PIN	20927		

RESOLUTION NO. 11-18-2025C

**A RESOLUTION APPROVING ACCEPTING
DONATION OF PROPERTY FROM UDOT FOR
THE CONSTRUCTION OF COLD SPRINGS ROAD**

WHEREAS, the Utah Department of Transportation (UDOT) owns property within West Point City (City) that will be needed for the construction of the Cold Springs Road; and

WHEREAS, UDOT is willing to donate the property to the City; and

WHEREAS, the City is willing to accept the donation; and

WHEREAS, a donation document has been prepared and must be signed and accepted by the City.

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 donation of property and approves the donation document, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said donation document.

PASSED AND ADOPTED this 18th Day of November, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT



Subject: Subdivision Warranties
Author: Boyd Davis
Department: Engineering
Meeting Date: November 18, 2025

Background

The following subdivisions are ready to end warranty period:

- Bluff View Ph. 1B (3650 W 250 N)
- Sunview Ph's. 2-3 (1100 N 5000 W)
- Harvest Fields Ph. 8 (4150 W 975 S)

The following subdivision is ready to begin the warranty period:

- Craythorn Homestead Ph. 6 (4250 W SR193)

Analysis

An inspection of the improvements in each of the subdivisions was done in anticipation of the end of the warranty period. A punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. All the items listed on the punch list have been completed.

The Craythorn Homestead subdivision phase 6 has been inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The subdivision will be placed on a one-year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

Recommendation

Staff recommends the following subdivisions be removed from warranty:

- Bluff View Ph. 1B
- Sunview Ph's. 2-3
- Harvest Fields Ph. 8

Staff also recommend the following subdivision be placed on warranty:

- Craythorn Homestead Ph. 6

Significant Impacts

None

Attachments:

None