



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA**

APRIL 21, 2026

**WEST POINT CITY HALL
3200 W 300 N | WEST POINT, UT 84015**

Mayor:
Brian Vincent
Council:
Trent Yarbrough, *Mayor Pro Tem*
Jerry Chatterton
Annette Judd
Michele Swenson
Jeremy Strong
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/81386816987> » Telephone: 1(669) 900-6833 – Meeting ID: 8138681 6987

ADMINISTRATIVE SESSION – 6:30 PM

(Open to the Public)

1. **Discussion Regarding the Rezone Request & Development Agreement for Property at Appx. 1800 N 4300 W (Foothill Ditch, Applicant) - Mrs. Bryn MacDonald** [pg. 4](#)
2. **Other Items**

GENERAL SESSION – 7:00 PM

(Open to the Public)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** *(Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)*
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment** *(Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives)*
7. **Consideration of Resolution No. 04-21-2026A, Approving the 2025 Municipal Wastewater Planning Program Annual Report – Mr. Kasey Gibson** [pg. 9](#)
8. **Consideration of Approval of a Site Plan Amendment for the Salt Grass Townhomes – Mrs. Bryn MacDonald** [pg. 20](#)
9. **Consideration of Resolution No. 04-21-2026B, Approving a Development Agreement for Property at Appx. 4762 W 700 S (Gardner Sunset Ridge LLC, Applicant) – Mrs. Bryn MacDonald** [pg. 26](#)
 - 9.1. **Consideration of Ordinance No. 04-21-2026A, Approving a Rezone of Property at Appx. 4762 W 700 S from A-40 to R-1**
10. **Motion to Adjourn the General Session**

Posted this 17th day of April, 2026:

Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above April 21, 2026 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: **05/05/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY26 Amended Budget and FY27 Tentative Budget & Truth in Taxation Process – Mr. Ryan Harvey
2. Discussion Regarding the Rezone Request for Property Located at 5750 W 2425 N (Parker Family) - Mrs. Bryn MacDonald
3. Discussion Regarding a Statewide Utility Agreement with UDOT – Mr. Boyd Davis

General Session – 7:00 pm

1. Youth Council Update
 2. Update from Utopia Fiber
 3. Consideration of Resolution No. **, Approving a Statewide Utility Agreement with UDOT – Mr. Boyd Davis
 4. Consideration of Resolution No. **, Approving a Development Agreement for Property Located at Appx. 5750 W 2425 N – Mrs. Bryn MacDonald
 5. Consideration of Ordinance No. **, Rezoning Property Located at Appx. 5750 W 2425 N from A-5 to R-1 – Mrs. Bryn MacDonald
 6. Consideration of Resolution No. **, Approving a Development Agreement for 1800 N 4300 W – Mrs. Bryn MacDonald
 - 6.1. Consideration of Ordinance No. ** Approving a Rezone of Property Located at 1800 N 4300 W from A-40 to R-4 (*Foothill Ditch, Applicant*) - Mrs. Bryn MacDonald
-

Date: **05/19/2026**

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Discussion Regarding the FY26 Amended Budget and FY27 Tentative Budget & Truth in Taxation Intent – Mr. Ryan Harvey

General Session – 7:00 pm

1. Public Hearing Regarding Amended FY26 Compensation Schedule – Mr. Ryan Harvey
 2. Consideration of Resolution No. **, Approving the Amended Budget for FY26 – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action
-

Date: **06/02/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding FY27 Tentative Budget – Mr. Ryan Harvey

General Session – 7:00 pm

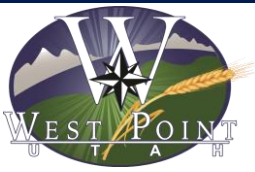
1. Youth Council Update
2. Consideration of Resolution No. ** Approving the FY27 Tentative Budget for West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

CDRA

1. Consideration of Resolution R** Approving the FY27 Tentative Budget for the CDRA – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

CLOSED SESSION

1. *Discussion Pursuant to UCA §52-4-205(1)(a): regarding an individual's character, professional competence, or physical/mental health*
-



WEST POINT CITY 2026 CALENDAR

2026

IMPORTANT DATES

JANUARY

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

JULY

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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST

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

MARCH

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

SEPTEMBER

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

APRIL

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

OCTOBER

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

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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24	25	26	27	28	29	30
31						

NOVEMBER

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

JUNE

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

DECEMBER

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

JANUARY

1	New Year's Observed - CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
19	MLK Jr. Day - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM
27	Council/Staff Lunch - 12 PM

JULY

3 & 4	PARTY AT THE POINT EVENTS
6	Independence Day Observed - CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
10	MOVIE IN THE PARK - DUSK
14	Senior Lunch - 11:30 AM (Loy Blake)
21	City Council - 6 PM
23	Planning Commission - 6 PM
24	Pioneer Day Holiday - CLOSED

FEBRUARY

6-7	City Council Planning & Visioning Session
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
16	President's Day - CLOSED
17	City Council - 6 PM
26	Planning Commission - 6 PM

AUGUST

4	City Council - 6 PM
7	Summer Social - 6:30 PM
11	Senior Lunch - 11:30 AM (Loy Blake)
13	Planning Commission - 6 PM
14	MOVIE IN THE PARK - DUSK
18	City Council - 6 PM
27	Planning Commission - 6 PM

MARCH

3	City Council - 6 PM
12	Planning Commission - 6 PM
17	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26	Planning Commission - 6 PM

SEPTEMBER

1	City Council - 6 PM
7	Labor Day - CLOSED
10	Planning Commission - 6 PM
12	DAY OF SERVICE
15	Senior Lunch - 11:30 AM (Loy Blake)
15	City Council - 6 PM
24	Planning Commission - 6 PM

APRIL

4	EASTER EGG HUNT - 10 AM
7	City Council - 6 PM
9	Planning Commission - 6 PM
10-11	ANNUAL SPRING CLEAN-UP
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 12 PM

OCTOBER

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Employee Training - CLOSED
20	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23-24	ANNUAL FALL CLEAN-UP
27	Council/Staff Lunch - 12 PM
TBD	FALL FESTIVAL/CHALK ART EVENT

MAY

5	City Council - 6 PM
7	CEMETERY CLEANING
12	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
25	Memorial Day - CLOSED
28	Planning Commission - 6 PM

NOVEMBER

3	GENERAL ELECTION DAY
10	Senior Lunch - 11:30 AM
11	Veterans Day - CLOSED
12	Planning Commission - 6 PM
17	City Council - 6 PM
26-27	Thanksgiving - CLOSED
30	CITY HALL LIGHTING - 6 PM

JUNE

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

DECEMBER

1	City Council - 6 PM
4	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
15	City Council - 6 PM
18	CEMETERY LUMINARY - 4 PM
24-25	Christmas Holiday - CLOSED
1	New Year's - CLOSED

CITY COUNCIL STAFF REPORT

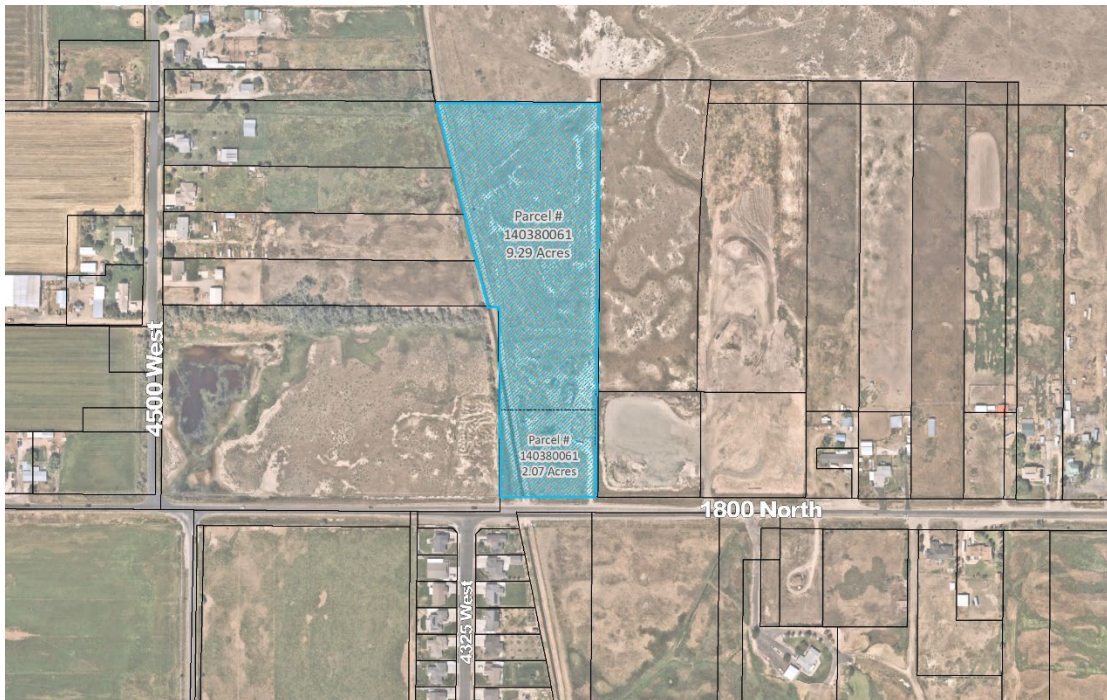


Subject: Development Agreement & Rezone Request –
1800 N 4300 W
Author: Bryn MacDonald
Department: Community Development
Date: April 21, 2026

Background

Foothill Ditch LLC, represented by Nilson Homes LLC, is seeking to rezone 9.29 acres of property at approximately **4300 West 1800 North from A-40 Agricultural to R-4 Residential**. The applicant has submitted a conceptual plan showing how the residential property would be developed. A draft development agreement has also been submitted that would need to be approved along with a rezone.

This application had a hearing and recommendation from the Planning Commission on October, 27, 2022. The City Council had an initial discussion in November, 2022. At that time, there were several questions about the proposed development. The applicant came back in February, 2025, and spoke to the Council about what changes they wanted to see on the plan. The applicant is now being represented by Nilson Homes. A new concept plan was presented to the City Council on February 17, 2026. The Council held a public hearing on March 3, 2026. No comments were received during the hearing.



Process

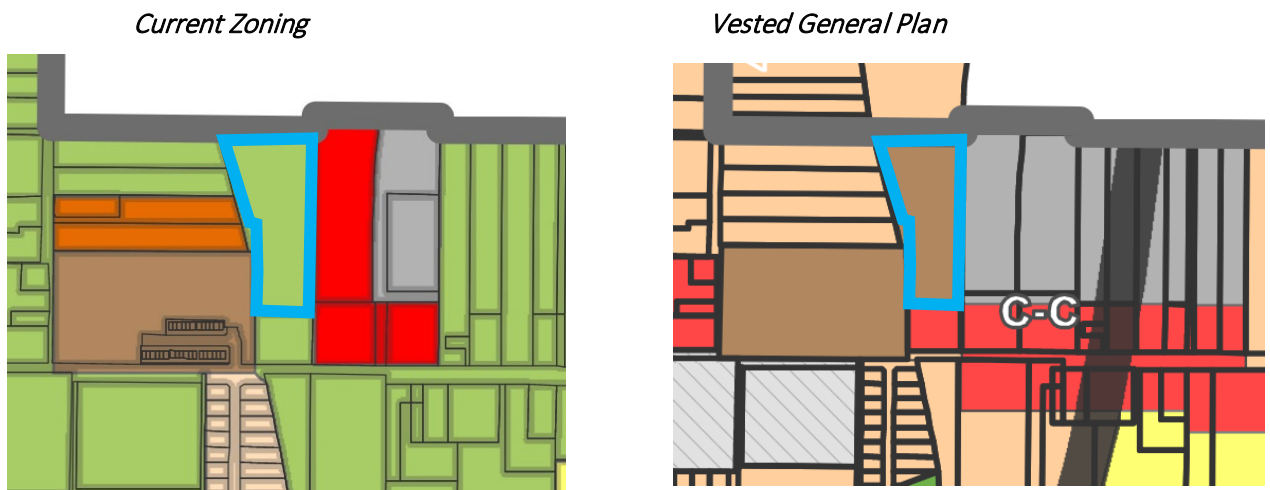
A rezone is a legislative decision. A public hearing must be held by the Planning Commission and a recommendation made to the City Council. The City Council then holds a public hearing and can approve, modify, or deny the request.

The Planning Commission held a public hearing on October 27, 2022, and recommended approval of the rezone. The City Council held a public hearing on March 3, 2026. The Council can now approve, deny, or modify the request.

Analysis

The request is to rezone parcel 14-038-0061 (9.29 acres) from A-40 to R-4 residential (8 units/acre). The application was originally submitted in 2022. The applicant is entitled to be vested in the code and general plan in place at the time of application. The request for R-4 (8 units per acre) complies with the General Plan in place at the time of the application. The general plan was changed in 2024 to the new R-4 designation, only allowing up to 6 units per acre on the property.

If rezoned, the R-4 (8 units per acre) property would be allowed to have up to 74 dwelling units.



The applicant stated that they “feel that the rezone is consistent with the goals and objectives of the city, especially because of the property’s proximity to the future West Davis Corridor.” The applicant has submitted a conceptual design showing access onto 1800 North through the Salt Grass development. A second access will be provided out to 4500 North. The applicant has provided a letter from Clinton acknowledging that the roads to the north will be public and can be used as second access. The access into Salt Grass will cross the over the Hooper Canal. The applicant has provided a letter from the Hooper Irrigation Company stating that they are aware of the development and will review engineering plans as development progresses.

The previous concept plan showed 72 townhome units (7.96 units/acre). Nilson Homes is now representing the application and has submitted a revised site plan and building elevations. The revised site plan consists of 29 single family homes and 24 townhomes units. The 53 units equate to a density of 5.7 units per acre.

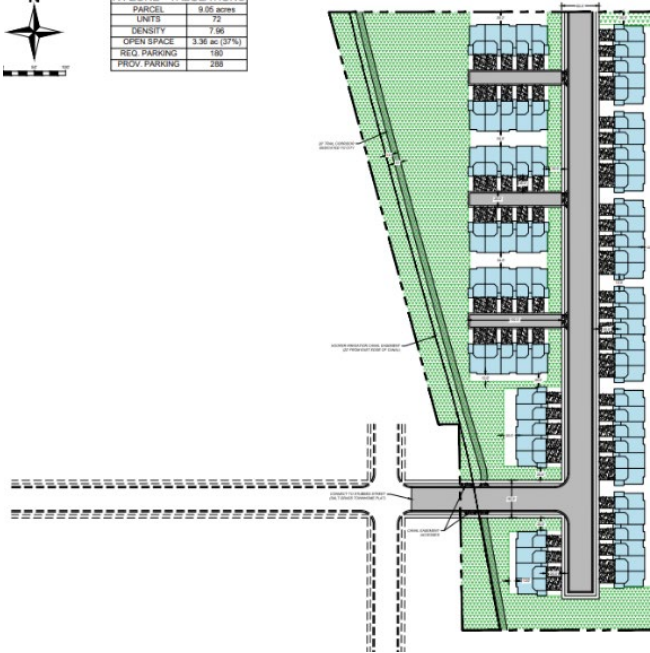
The previous R-4 zone that this application is vested under allowed 8 units per acre and allowed townhomes. The applicant has submitted a development agreement to limit the development to 5.7 units per acre, provide architectural standards, and place a deed restriction for owner-occupancy on a percentage of the units.

Previous Concept Plan- October 2024

R4 ZONE - TABULATIONS	
PARCEL	9.05 acres
UNITS	72
DENSITY	7.96
OPEN SPACE	3.36 ac (37%)
REQ. PARKING	180
PROV. PARKING	288



R4 ZONE - TABULATIONS	
PARCEL	9.05 acres
UNITS	72
DENSITY	7.96
OPEN SPACE	3.36 ac (37%)
REQ. PARKING	180
PROV. PARKING	288

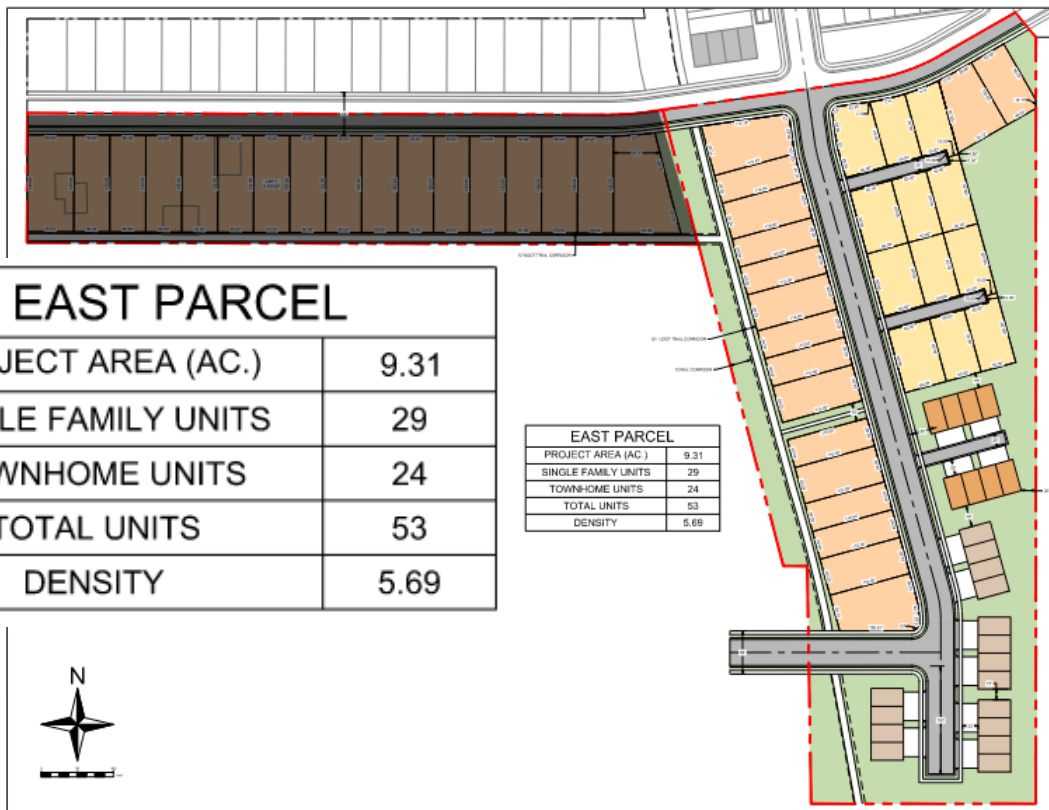


Revised Concept Plan – January 2026

EAST PARCEL	
PROJECT AREA (AC.)	9.31
SINGLE FAMILY UNITS	29
TOWNHOME UNITS	24
TOTAL UNITS	53
DENSITY	5.69



EAST PARCEL	
PROJECT AREA (AC.)	9.31
SINGLE FAMILY UNITS	29
TOWNHOME UNITS	24
TOTAL UNITS	53
DENSITY	5.69



Proposed Building Elevations



Recommendation

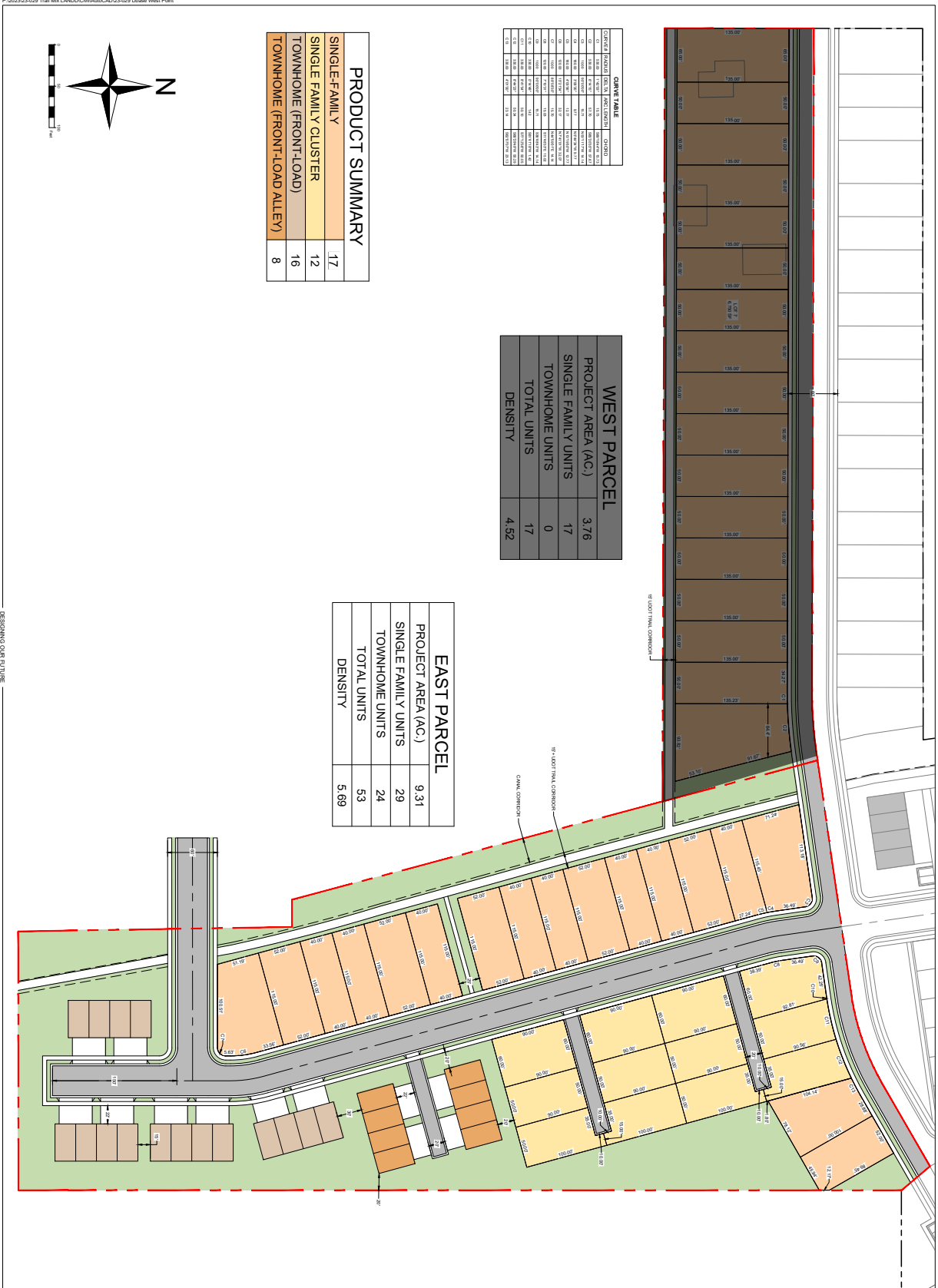
The Planning Commission recommended approval of the rezone to R-4 with the previous concept plan. Staff recommends approval of the rezone to R-4 (2022) and approval of the development agreement. The City Council needs to determine if the proposal meets the intent of the general plan in this location.

Attachments

Conceptual site plan

Draft Development agreement

EXHIBIT B



CONTRACT NUMBER	SECTION	DESCRIPTION	DATE
17	17.1	WEST PARCEL	11/11/2020
17	17.2	EAST PARCEL	11/11/2020
17	17.3	WEST POINT CITY	11/11/2020
17	17.4	WEST POINT CITY	11/11/2020
17	17.5	WEST POINT CITY	11/11/2020
17	17.6	WEST POINT CITY	11/11/2020
17	17.7	WEST POINT CITY	11/11/2020
17	17.8	WEST POINT CITY	11/11/2020
17	17.9	WEST POINT CITY	11/11/2020
17	17.10	WEST POINT CITY	11/11/2020
17	17.11	WEST POINT CITY	11/11/2020
17	17.12	WEST POINT CITY	11/11/2020
17	17.13	WEST POINT CITY	11/11/2020
17	17.14	WEST POINT CITY	11/11/2020
17	17.15	WEST POINT CITY	11/11/2020
17	17.16	WEST POINT CITY	11/11/2020
17	17.17	WEST POINT CITY	11/11/2020

PRODUCT SUMMARY	
SINGLE-FAMILY	17
SINGLE FAMILY CLUSTER	12
TOWNHOME (FRONT-LOAD)	16
TOWNHOME (FRONT-LOAD ALLEY)	8

WEST PARCEL	
PROJECT AREA (AC.)	3.76
SINGLE FAMILY UNITS	17
TOWNHOME UNITS	0
TOTAL UNITS	17
DENSITY	4.52

EAST PARCEL	
PROJECT AREA (AC.)	9.31
SINGLE FAMILY UNITS	29
TOWNHOME UNITS	24
TOTAL UNITS	53
DENSITY	5.69

DESIGNING OUR FUTURE

MARK	DATE	DESCRIPTION

PROJECT # 23029
 DRAWN BY J. BLACK
 PROJECT MANAGER J. BLACK
 ISSUED 04/01/2026

HERITAGE TRAILS
 RESIDENTIAL SUBDIVISION
 WEST POINT CITY, UTAH

civilsolutionsgroup
 CACHE VALLEY | P: 435.213.3762
 SALT LAKE | P: 801.216.3192
 UTAH VALLEY | P: 801.874.1432
 info@civilsolutionsgroup.net
 www.civilsolutionsgroup.net

CITY COUNCIL STAFF REPORT

Subject: Municipal Wastewater Planning Report
Author: Kenny England/Kasey Gibson
Department: Public Works
Meeting Date: April 21, 2026



Background

The Municipal Wastewater Planning Annual Report is a program established by the State of Utah Department of Environmental Quality to assist cities in their awareness of their wastewater collection and treatment facilities. The purpose of the Municipal Wastewater Planning Annual Report is to allow West Point City to identify and solve potential problems in the Wastewater Collection System before they become serious and costly.

Completion of the Self-Assessment Report gives West Point City additional points on the Utah Wastewater Project Priority List. The Priority List is used to allocate funds under the wastewater grant and loan programs. The results are used to focus on the State's technical assistance programs.

Analysis

The report is a self-assessment report developed by the Department of Environmental Quality. It includes, but is not limited to the following sections and subsections:

Financial Evaluation

- Operation and Maintenance
- Capital Improvements
- Projected Needs

Collection system

- System Age
- New Development
- Operator Certification
- Facility Maintenance

Recommendation

Staff Recommends approval of West Point City's 2025 Municipal Wastewater Planning Program Annual Self-Assessment Report.

Attachments

Resolution

Self-Assessment Report

RESOLUTION NO. 04-21-2026A

**A RESOLUTION APPROVING THE 2025
MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT**

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

WHEREAS, the City is governed by a Mayor and City Council duly elected according to law;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED that West Point City informs the Water Quality Board of the Utah Department of Environmental Quality of the following actions taken by the West Point City Council:

1. Reviewed and approved the attached Municipal Wastewater Planning Program Annual Report for 2025.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (if applicable).

PASSED AND ADOPTED this 21st day of April, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

2025 MWPP Survey

Municipal Wastewater Planning Program survey for the year 2025

Completed for: West Point City System

Section I: General Information

What is the name of the Facility?

West Point City

What is the Name of the person responsible for this organization?

Kenny England

What is the Title of the person responsible for this organization?

Public Works Director

What is the Email Address for the person responsible for this organization?

kengland@westpointutah.gov

What is the Phone number for the person responsible for this organization?

801-928-6309

Please identify the Facility Location:

West Point Boundaries, City Hall 3200 W 300 N West Point, Utah 84015

Are you a federal facility? No

Financial Evaluation

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Ryan Harvey

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

- Yes
- No

Are you collecting 95% or more of your anticipated sewer revenue?

- Yes
- No

Are Debt Service Reserve Fund requirements being met?

- Yes
- No

Where are sewer revenues maintained?

- General Fund
- Combined Utilities
- Fund Other

What was the average MONTHLY User Charge for 2025?

28.20

Do you have a water and/or sewer customer assistance program (CAP)?

- Yes
- No

Are property taxes or other assessments applied to the sewer systems?

- Yes
- No

What is the yearly amount of revenue that you receive from these taxes?

\$0

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

- Yes
- No

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

- Yes
- No

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

- Yes
- No

Has a repair and replacement sinking fund been established for the sewer system?

- Yes
- No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

- Yes
- No

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

- Yes
- No

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

- Yes
- No

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

- Yes
- No

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

- Yes
- No

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

- Yes
- No

Have you completed a rate study within the last five years?

- Yes
- No

Do you charge Impact fees?

- Yes
- No

If you charged Impact Fees, how much were they? *If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.*

\$827/ERU

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

- Yes
- No

Do you maintain a Plan of Operations?

- Yes
- No

Have you updated your Capital Facility Plan within the last five years?

- Yes
- No

In what year was the Capital Facility Plan last updated?

2026

Do you use an Asset Management system for your sewer systems?

- Yes
- No

Do you know the total replacement cost of your total sewer system capital assets?

\$22.7 million

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

- Yes
- No

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

1%

Describe the Asset Management System. Check all that apply:

- Spreadsheet
- GPS
- Accounting Software
- Specialized Software

What is the 2025 Capital Assets Cumulative Depreciation for your facility?

\$2,066,909

What is the 2025 Capital Assets Book Value? *Book Value = (total cost)-(accumulated depreciation)*

\$6,067,556

Cost of projected capital improvements - 2025? \$539,871

Cost of projected capital improvements - 2026 through 2030? \$27,000

Cost of projected capital improvements - 2031 through 2035? \$500,000

Cost of projected capital improvements - 2036 through 2040? \$500,000

Cost of projected capital improvements - 2041 through 2045? \$500,000

Purpose of Capital Improvements - 2025? Check all that apply.

- Replace/Restore
- New Tech
- Increased Capacity

Purpose of projected Capital Improvements - 2026 through 2030? - Check all that apply.

- Replace/Restore
- New Tech
- Increased Capacity

Purpose of projected Capital Improvements - 2031 through 2035? - Check all that apply.

- Replace/Restore
- New Tech
- Increased Capacity

Purpose of projected Capital Improvements - 2036 through 2040? - Check all that apply.

- Replace/Restore
- New Tech
- Increased Capacity

Purpose of projected Capital Improvements - 2041 through 2045? - Check all that apply.

- Replace/Restore
- New Tech
- Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- True
- False

COLLECTION SYSTEM

This form is completed by: *The person completing this form may receive Continuing Education Units (CEUs).*

Kasey Gibson

Part I: System Description

What is the largest diameter pipe in the collection system?

30 inches

What is the average depth of the collection system?

7 ft.

What is the total length of sewer pipe in the collection system?

49.80 miles

How many lift/pump stations are there in the collection system?

2

What is the largest capacity lift/pump station in the collection system?

150 gpm

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- Yes
- No

What year was your collection system first constructed?

1980

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? *if more than one, cite the oldest*

2025

PART II: Discharges

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure, except plugged laterals?

0

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

How many Class 1 SSOs were there in Calendar year 2025? 0

How many Class 2 SSOs were there in Calendar year 2025? 0

Part III: New Development

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

- Yes
- No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

- Yes
- No

What is the number of new commercial/industrial connections in 2025? 0

What is the number of new residential connections in 2025?

109

How many equivalent residential connections are served?

4,090

Part IV: Operator Certification

How many collection system operators do you employ? 6

What is the approximate population served? 13,000

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

(Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV)

List the designated Chief Operator/DRC for the Collection System:

Kenny England, Grade IV, kengland@westpointutah.gov

Please list all other wastewater collection system operators with DRC responsibilities in the field, by name and certification grade.

Kasey Gibson, Grade IV; Jason Wilson, Grade IV; Isaac Pehrson, Grade IV; Hunter Wilson, Grade IV; Carson Evans, Grade II

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

- Yes
- No

Part V: FACILITY MAINTENANCE

Have you implemented a preventative maintenance program for your collection system?

- Yes
- No

Have you updated the collection system operations and maintenance manual within the past 5 years?

- Yes
- No

Do you have a written emergency response plan for sewer systems?

- Yes
- No

Do you have a written safety plan for sewer systems?

- Yes
- No

Is the entire collections system TV inspected at least every 5 years?

- Yes
- No

Is at least 85% of the collections system mapped in GIS?

- Yes
- No

Part VI: SSMP EVALUATION

Have you completed a Sewer System Management Plan (SSMP)?

- Yes
- No

Has the SSMP been adopted by the permittees governing body at a public meeting?

- Yes
- No

Has the completed SSMP been public noticed?

- Yes
- No

Date of public notice?

01/10/2015

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

- Yes
- No

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

None

During 2025, was any part of the SSMP audited as part of the five year audit?

- Yes
- No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

- Yes
- No

Does the collection system have more than 2,000 connections?

- Yes
- No

Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

- Yes
- No

Part VII: NARRATIVE EVALUATION

Describe the physical condition of the sewerage system: *(lift stations, etc. included)*

We currently have 2 active lift stations. Gravity controls the rest of the system. We are currently building a 2.2 MGD lift station on 1925 N. The West Point City sewer system is in good health. The majority of the infrastructure is PVC. West Point Employees inspect manholes annually; we clean the lifts stations twice a year by having a company come out and get in the lift station and fully evacuate the wet well.

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Upgrading some old concrete infrastructure.

What sewerage system problems, other than plugging, have you had over the last year?

We have noticed some non-flushable wipes in some areas. A section of sewer pipe has some buildup that we are currently working on.

Is your utility currently preparing or updating its capital facilities plan?

- Yes
- No

Does the municipality/district pay for the continuing education expenses of operators?

- 100%
- Partially
- Does not pay

Is there a written policy regarding continued education & training for wastewater operators?

- Yes
- No

Do you have any additional comments? No

To the best of my knowledge, the Collections System section is completed and accurate

- True
- False

WASTEWATER TREATMENT OPTIONS

What kind of wastewater treatment do you have in your wastewater treatment system?

- Mechanical Plant
- Discharging Lagoon
- Non-Discharging Lagoon
- No Treatment of Wastewater
- Collections (go back to Collections)

ADOPT & SIGN

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

- True
- False

Has this been adopted by the City Council or District Board?

- Yes
- No

What date will it be presented to the City Council or District Board?

04/21/2026

CITY COUNCIL STAFF REPORT



Subject: Site Plan Amendment – Salt Grass Townhome
Author: Bryn MacDonald
Department: Community Development
Date: April 21, 2026

Background

The applicant, K. Beau Ogzewalla, representing 317 Westpoint, LLC, is requesting to amend the site plan for the Salt Grass Townhome Subdivision, located at approximately 1800 North 4500 West. The Planning Commission originally approved the preliminary plat for the development in March 2023. At that time the development included 132 townhome units. The preliminary plat was amended in July 2024, which modified the layout of the development and reduced the total number of units to 116. The site plan for 116 units was approved by the Council on July 16, 2024. The applicant is now requesting another preliminary plat amendment, which would restore the project to the original development of 132 units.

This property is subject to a development agreement approved in June, 2022. The agreement entitles the developer up to 132 townhomes units, subject to compliance with all site plan and subdivision regulations. There were potential wetlands identified on the west side of the property. In order to move forward without delay, the developer opted to remove the units off the potential wetland property. The Army Corps has now cleared the property of any wetland issues so the developer would like to put the units back on the property.



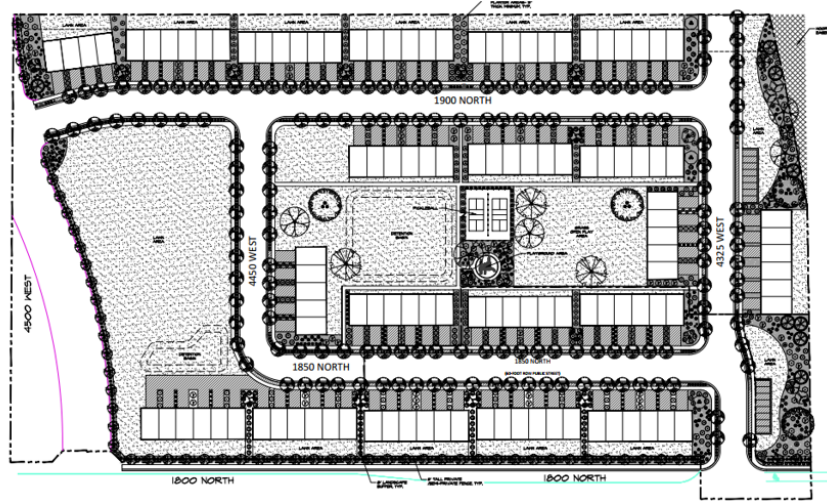
Process

Site plan approval is an administrative decision in which the Planning Commission determines whether the proposed subdivision complies with the applicable requirements of the West Point City Code, including zoning standards, subdivision design requirements, and development regulations. If the Planning Commission determines the proposal meets these standards, they will make a recommendation to the City Council, who makes the final decision. The Planning Commission recommended approval of the site plan amendment on March 12, 2026. The Council can now approve or deny the amendment.

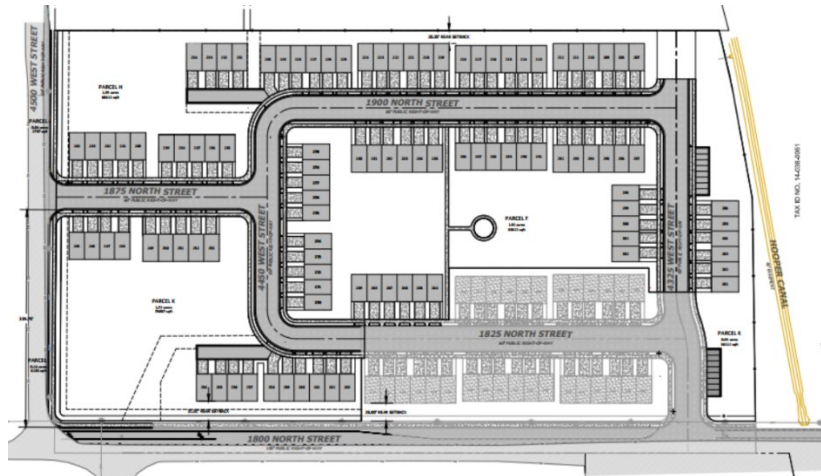
Analysis

The Salt Grass Townhomes are located on the northeast corner of 4500 West and 1800 North and contains approximately 16.5 acres. The applicant is requesting approval of a site plan amendment to restore the development to the original number of units. While the overall development concept remains similar to the original plan, several modifications have occurred since the previous preliminary plat amendment was approved in 2024.

Preliminary Plan
May 2024



Preliminary Plan
March 2026



Internal Street Layout

The most notable change in the proposed amendment relates to the internal street layout within the development. The previous plan included the realignment of 4500 W through the property. UDOT has now decided to align the intersection on the south side of 1800 North, so the development no longer needs to dedicate additional property for the road. The main access onto 4500 South has also been moved farther south, which allows for better spacing with other planned roads to the north.

Other Changes from the Previously Approved Preliminary Plat

Item	<i>Previous Site plan (2024)</i>	Proposed Amendment (2026)
4500 West Alignment	<i>The plan incorporated a roadway adjustment to accommodate the alignment of 4500 West north of the 1800 North intersection.</i>	UDOT has determined the alignment will shift further south and will not impact the project area. The roadway adjustment is no longer necessary and the original street configuration has been restored.
Unit Count	<i>Reduced from 132 units to 116 units.</i>	Restores the original 132-unit layout, which is consistent with the development agreement.
Building Layout	<i>Several building clusters were removed or reconfigured to accommodate the reduced unit count.</i>	Building clusters have been restored to match the original site configuration.
Open Space Configuration	<i>Open space areas were expanded or reconfigured as part of the reduced density layout.</i>	Open space areas have been reconfigured to align with the original development layout.

The current proposal has been reviewed for compliance with City Code. All comments from staff and reviewing agencies have been submitted and addressed by the applicant. The subdivision is subject to a development agreement approved by the City Council in June 2022. The agreement allows up to 132 units within the development and includes an approved concept site plan, along with building elevations and landscaping requirements for the project. The current amendment relates only to the layout and does not modify those previously approved elements.

The site plan was originally approved with several conditions. These conditions will need to be modified based on the changes to the site plan. The amended conditions are as follows:

1. The interior units of phase 2 (adjacent to the park) shall be built first and the park with all amenities shall be built prior to building permits being issued on the exterior units. These amenities shall include 2 pickleball courts, playground equipment, and landscaped open space as depicted in the site plan.
2. The HOA shall maintain the stub road on the northeast side of the subdivision in a way that would discourage weed growth and long-term parking.
3. Provide a 6-foot vinyl fence along the east property line prior to certificate of occupancy being issued for the townhome building adjacent to the canal.
- ~~4. The developer shall pay a fee in lieu for the fence, landscaping buffer, park strip, and side walk to be constructed along 4500 West. The amount of the fee shall be reviewed~~

~~and approved by the City Engineer.~~ The developer shall construct the fence, landscaping buffer, park strip, and sidewalk along 4500 W.

- ~~5. The developer shall dedicate the property for 4500 West to the City as part of phase 1.~~
6. The improvements along 1800 N, including sidewalk, park strip, and landscaping buffer, shall be completed as part of phase 2, but shall be bonded for as part of phase 1. The fencing in phase 1 shall be installed with phase 1.

Recommendation

The Planning Commission recommended approval of the site plan amendment for the Salt Grass Townhomes. Staff recommends approval of the site plan amendment with the following conditions:

1. The interior units of phase 2 (adjacent to the park) shall be built first and the park with all amenities shall be built prior to building permits being issued on the exterior units. These amenities shall include 2 pickleball courts, playground equipment, and landscaped open space as depicted in the site plan.
2. The HOA shall maintain the stub road on the northeast side of the subdivision in a way that would discourage weed growth and long-term parking.
3. Provide a 6-foot vinyl fence along the east property line prior to certificate of occupancy being issued for the townhome building adjacent to the canal.
4. The improvements along 1800 N, including sidewalk, park strip, and landscaping buffer, shall be completed as part of phase 2, but shall be bonded for as part of phase 1. The fencing in phase 1 shall be installed with phase 1.
5. The developer shall construct the fence, landscaping buffer, park strip, and sidewalk along 4500 W. This shall be done at the same time the road is connected into 4500 W.

Attachments

Site Plan

Landscape Plan



HUNT · DAY
3445 Antelope Drive, St 200
Syracuse, UT 84075
PH: 801.664.4724

SALT GRASS TOWNHOMES

1800 NORTH 4500 WEST
WEST POINT CITY, UTAH

PROJECT TITLE

REVISIONS

ENGINEERS STAMP

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" = 100'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT STATUS

Initial Submittal

PROJECT INFO.

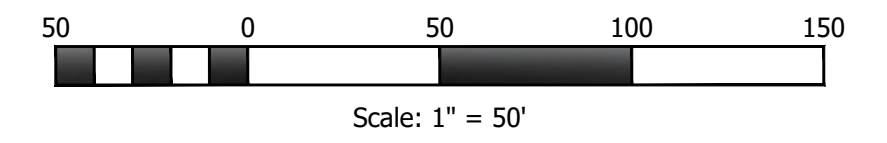
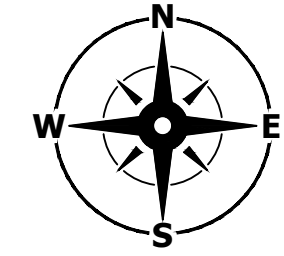
Engineer: GBD
Drawn: KE
Checked: -
Date: 01/31/2023
Proj. No. -

SHEET TITLE

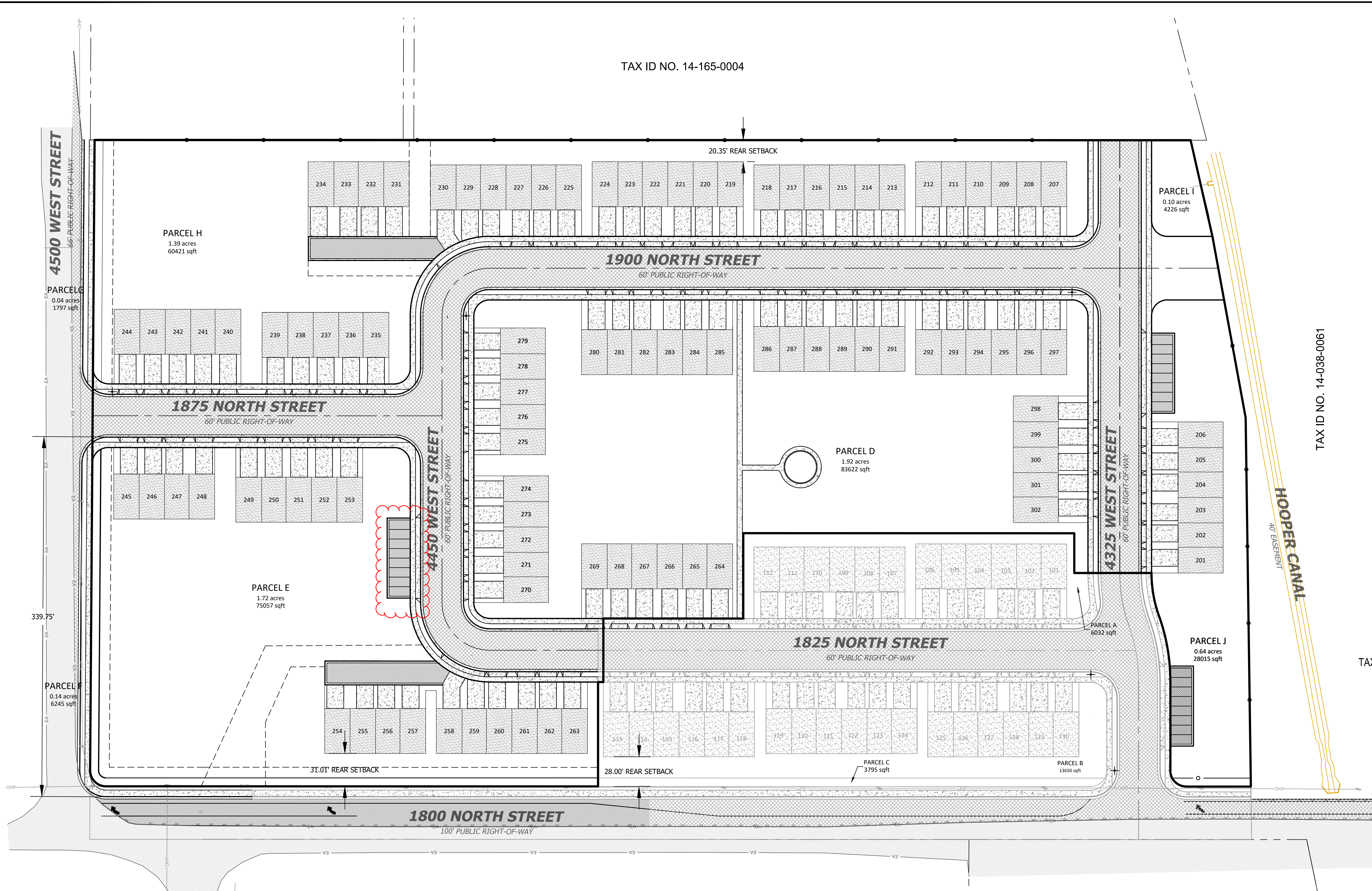
Preliminary Site Plan

SHEET NO.

C100



TAX ID NO. 14-165-0004



TAX ID NO. 14-038-0061

TAX ID NO.

Site Data

LOCATION: WEST POINT CITY
ZONING: R-4

PROPERTY SIZE: 718,776 / 16.50 AC

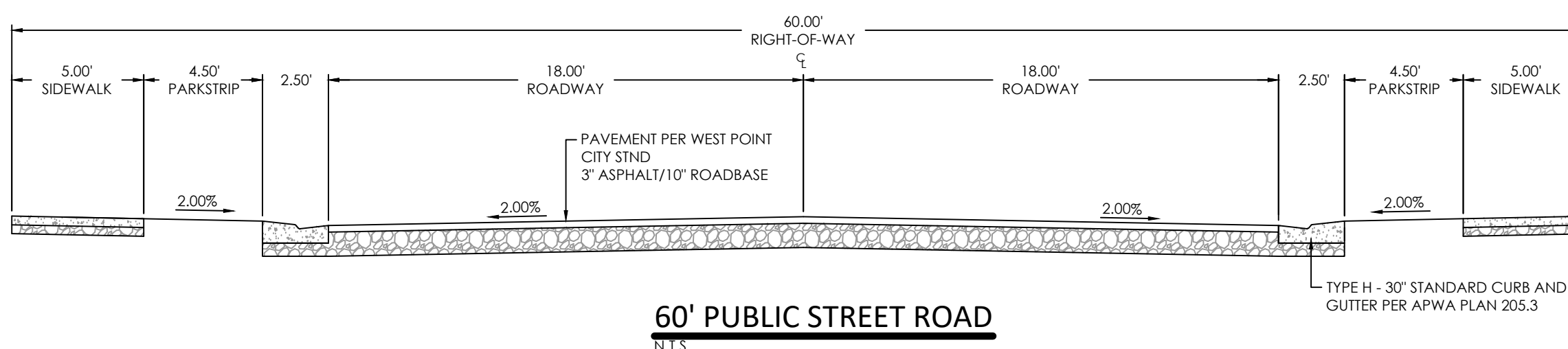
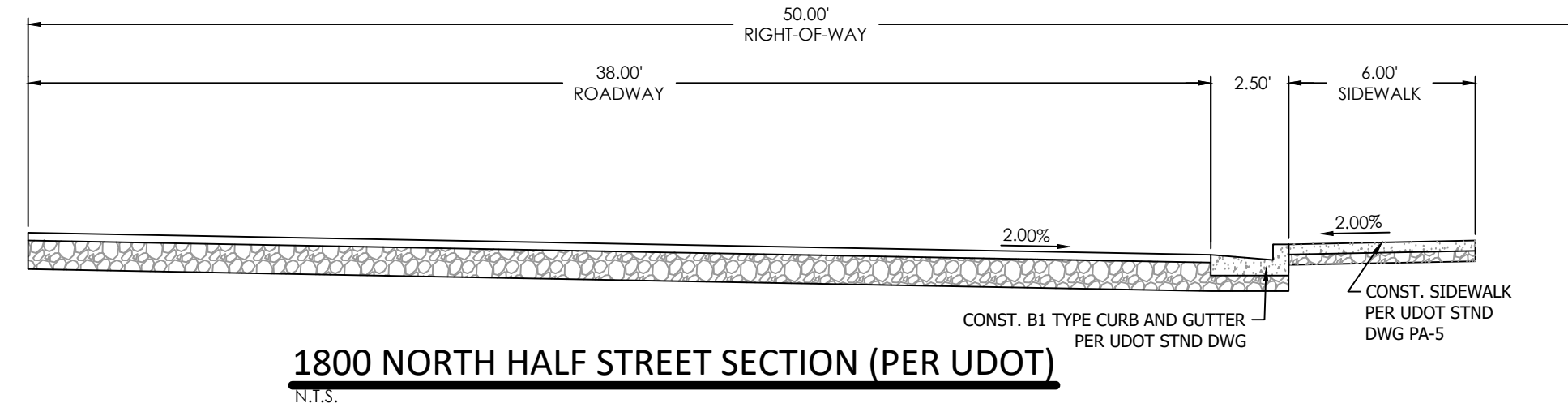
NUMBER OF UNITS: 132
HARD SURFACE AREA: 327,764 SF (46%)
LANDSCAPE AREA: 282,860 SF (39%)

PARKING:
324 STALLS (GARAGES)
324 STALLS (DRIVEWAYS)
24 GUEST STALLS
672 TOTAL STALLS

PARCEL A	6,032 SF	OPEN SPACE
PARCEL B	13,650 SF	OPEN SPACE
PARCEL C	3,795 SF	LANDSCAPE BUFFER
PARCEL D	83,622 SF	OPEN SPACE
PARCEL E	75,057 SF	OPEN SPACE
PARCEL F	6,245 SF	LANDSCAPE BUFFER
PARCEL G	1,795 SF	LANDSCAPE BUFFER
PARCEL H	60,421 SF	OPEN SPACE
PARCEL I	4,226 SF	OPEN SPACE
PARCEL J	28,015 SF	OPEN SPACE
TOTAL	282,860 SF	

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPANCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



OWNER: C:\Users\Owner\Hunt Day\Dropbox\Projects\101-01 Salt Grass Townhomes\Sheets\Preliminary Site Plan 4/15/2026 7:57 AM

SALT GRASS TOWNHOMES

4500 WEST

1800 NORTH

Scale: 1/50" = 1 ft

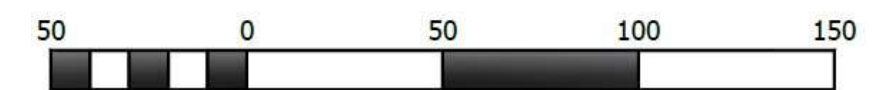
SALT GRASS TOWNHOMES

1800 NORTH 4500 WEST
WEST POINT CITY, UTAH



DESIGNER INFORMATION:

DESIGNER: WENDY SEMROW
 ADDRESS: 1784 MILLS LN
 CITY: SYRACUSE
 STATE/ZIP: UT 84075
 PHONE: 801.390.3144
 WEBSITE: WWW.BLOOMSIN3D.COM
 EMAIL: BLOOMSIN3D@GMAIL.COM



SCALE IN FEET

04.02.2026

CITY COUNCIL STAFF REPORT



Subject: Rezone & Development Agreement
4762 W 700 S
Author: Bryn MacDonald
Department: Community Development
Date: April 21, 2026

Background

The applicant, Rulon Gardner, representing Gardner Sunset Ridge, LLC, is requesting a rezone of 17.04 acres located at approximately 4762 West 700 South from A-40 Agricultural (1 unit/acre) to R-1 Residential (2.2 units/acre). The property is designated R-1 Residential in the West Point City General Plan. A development agreement is also being proposed to enforce architectural standards and solidify the concept plan.

Process

Rezoning is a legislative action, giving both the Planning Commission and City Council broad discretion in determining whether the request promotes the public welfare. Concept plans are typically reviewed concurrently with a rezone application to evaluate General Plan consistency, access, and overall development feasibility. Preliminary and final subdivision design and engineering are reviewed through a subdivision application process.

The Planning Commission had a public hearing on February 12, 2026. There were three comments received at the public hearing regarding the proposed development. There were questions about future improvements on 700 South, where the storm water would drain to, and if culinary water was available. The City Council must now hold a public hearing and make the final decision. The City Council held a public hearing on April 7, 2026. They received comments from four individuals during the hearing. They expressed concerns about the number of lots being proposed on 700 South, the need for another access, and inadequate infrastructure in the area.

Analysis

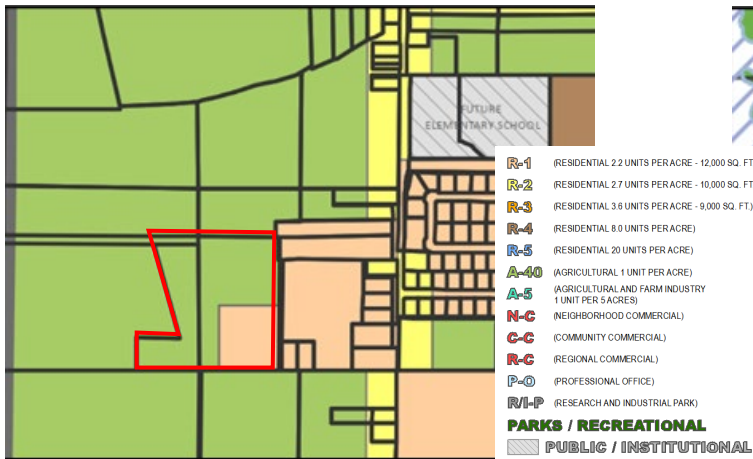
The application is to rezone 17.04 acres to R-1 (Residential/2.2 units per acre). The property is identified in the General Plan as R-1 (Residential). The applicant is proposing a single-family subdivision of 37 lots that aligns with the requirements of the R-1 zone.

This property was previously under consideration for a rezone in 2022. A key issue during the earlier review was the question of whether 700 South was a public or private road. Subdivisions must have access onto a public road. Since then, a court decision has established that 700 South is a 66-foot wide public street, which allows the applicant to rely on it for access. As part of the subdivision, 700 South will need to be improved to City public-street standards. The City Engineer is reviewing the required roadway cross-section and improvements needed to bring the road up to code.

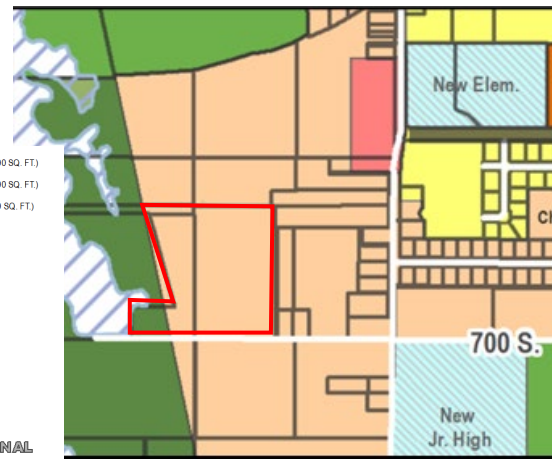
City Code allows up to 30 lots to be served by a single access. Since the concept plan includes 37 lots, a second access will be required for the entire project to move forward. That second access is anticipated to be provided through the Carlisi property to the east, which is expected to develop in the near future. The North Davis Fire District has reviewed the proposed access layout and has indicated that with both access points in place the development would meet Fire Code requirements for emergency response.

During the meeting on April 7, 2026, there was discussion about the improvements on 700 South. The City Engineer commented that the developer would not be required to build the full road width. The Council tabled a decision to determine if North Davis Fire was still okay with access onto 700 South if the full road wasn't improved. After the meeting, the developer stated that they intended to improve the full width of asphalt on the road and didn't have a problem committing to that.

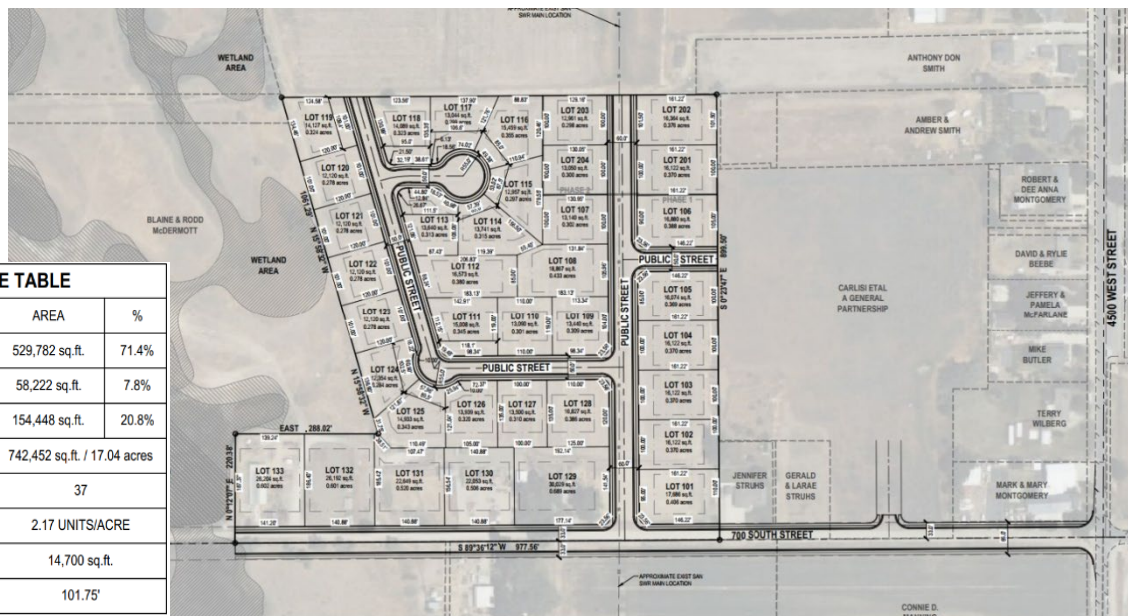
CURRENT ZONING



GENERAL PLAN



LAND USE TABLE		
DESCRIPTION	AREA	%
LOT AREA	529,782 sq.ft.	71.4%
OPEN SPACE DETENTION	58,222 sq.ft.	7.8%
ROADWAY	154,448 sq.ft.	20.8%
TOTAL PROJECT AREA	742,452 sq.ft. / 17.04 acres	
TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq.ft.	
AVERAGE LOT FRONTAGE	101.75'	



Recommendation

The Planning Commission recommended approval of the rezone to R-1. Staff recommends the City Council hold a public hearing, consider public comment, and determine whether the request is appropriate based on General Plan consistency, compatibility with surrounding land uses, and the information presented. Staff recommends approval of the development agreement.

Attachments

Concept Plan [pg. 29](#)

Letter from North Davis Fire District [pg. 30](#)

Resolution

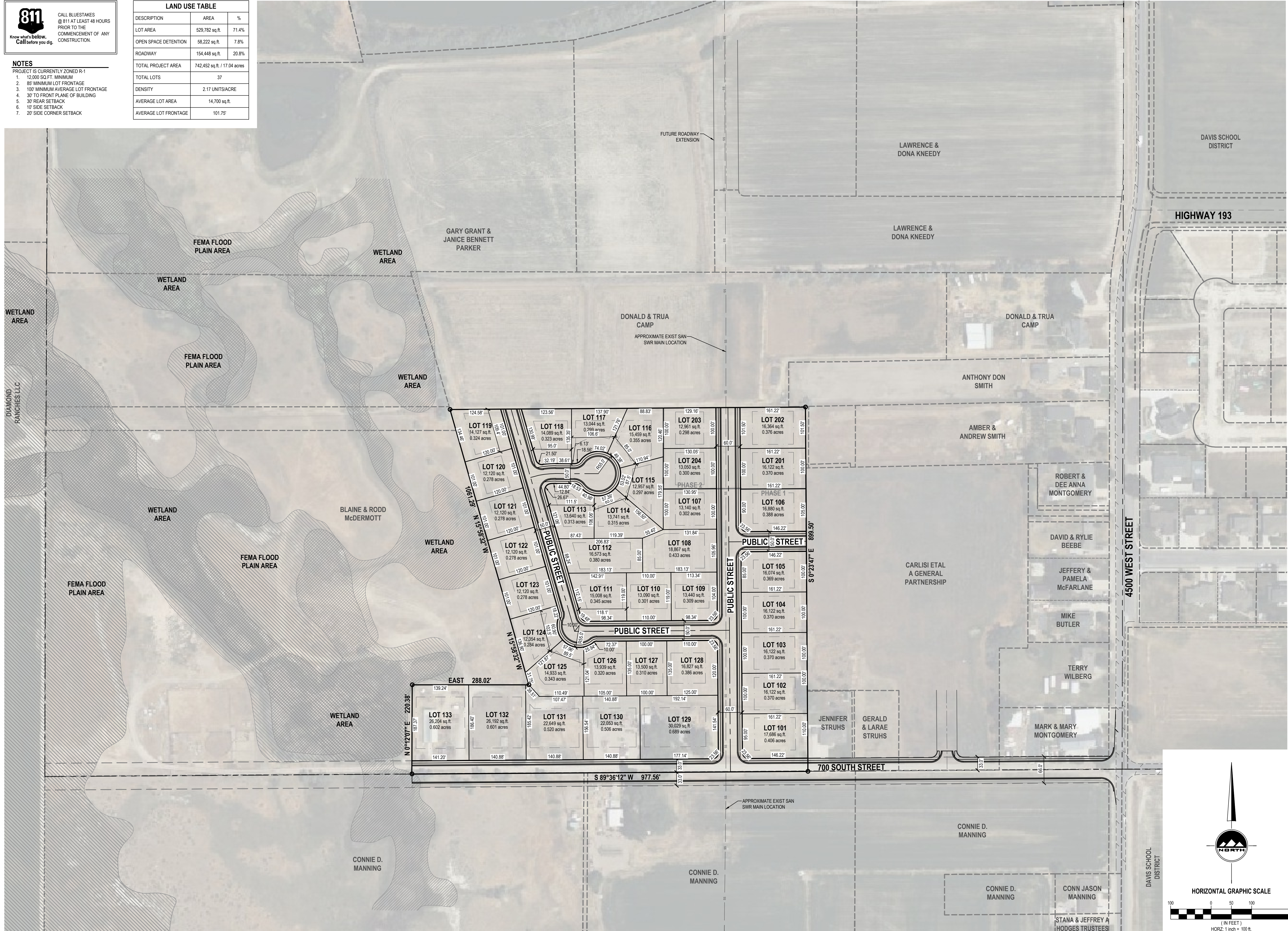
Draft Development Agreement [pg. 33](#)

Ordinance

811
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

LAND USE TABLE		
DESCRIPTION	AREA	%
LOT AREA	529,782 sq.ft.	71.4%
OPEN SPACE DETENTION	58,222 sq.ft.	7.8%
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TOTAL PROJECT AREA	742,452 sq.ft. / 17.04 acres	
TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq.ft.	
AVERAGE LOT FRONTAGE	101.75'	

- NOTES**
PROJECT IS CURRENTLY ZONED R-1
- 12,000 SQ.FT. MINIMUM
 - 85' MINIMUM LOT FRONTAGE
 - 100' MINIMUM AVERAGE LOT FRONTAGE
 - 30' TO FRONT PLANE OF BUILDING
 - 30' REAR SETBACK
 - 10' SIDE SETBACK
 - 20' SIDE CORNER SETBACK



ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.866.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP
CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

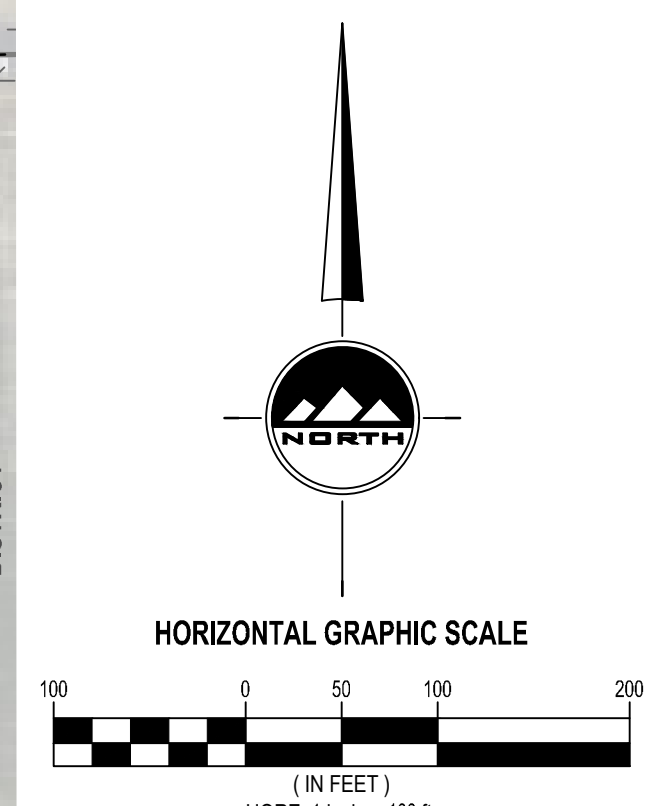
SUNSET RIDGE
696 SOUTH 4500 WEST
WEST POINT, UTAH



CONCEPT PLAN
R-1-10 ZONE

PROJECT NUMBER: 11199 PRINT DATE: 1/5/26
DRAWN BY: M.ELMER CHECKED BY: C.PRESTON
PROJECT MANAGER: C.PRESTON

1 OF 1





From the Desk of Deputy Fire Marshal Mike Rawlings

North Davis Fire District
381 North 3150 West
West Point City, UT 84015
Office: (801) 525-2850 Ext. 102
Mobile: (801) 200-0377
Fax: (801) 525-6935

Email: mrawlings@northdavisfireut.gov

TO: Cam Preston
CC: Bryn MacDonald, Community Development Director – West Point City.
Boyd Davis, Assistant City Manager/City Engineer – West Point City.
FROM: Mike Rawlings / Deputy Fire Marshal
RE: Sunset Ridge Subdivision

DATE: December 2, 2025.

I have reviewed the proposed site plan, after careful consideration, Fire District preliminary APPROVAL is granted, based that the following stipulations are met:

- The subdivision boundaries for lot count consideration would begin from the access point off **700 South**, as indicated on the conceptual plan set, and the secondary access can be counted through the proposed adjoining future subdivision development. **Provided that both future proposed subdivisions connect to one another.** (See Fire Code Requirements Below).
- The provided conceptual plan set for Sunset Ridge shows a total lot count of **37** lots, **NOT 30**. Per current Fire code requirements, this would require a **secondary access into said subdivision**. Single access into said subdivision will only be granted by the Fire District, if the total lot count of said subdivision is **30 lots or less**. (2021 IFC Appendix D, Section D107 code: D107.1).
- Current fire code requirements **allows for an exception** to the above referenced code. In that, fire apparatus access roads (*secondary access roads*) that connect with a future development, may be counted as a secondary access, as determined by the *fire code official*. (2021 IFC Appendix D, Section D107(2).).

These preliminary concept plans have been reviewed and APPROVED to meet the Fire District requirements. Based on the stipulations listed above. Should you have any further questions or concerns on this matter, please contact me.

RESOLUTION NO. 04-21-2026B

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND GARDNER SUNSET RIDGE LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 4762 W 700 SOUTH

WHEREAS, Gardner Sunset Ridge LLC owns the real property located at approximately 4762 W 700 S and identified in the legal description attached in Exhibit A; and

WHEREAS, West Point City desires to enter into a development agreement with Gardner Sunset Ridge LLC; and

WHEREAS, West Point City and Gardner Sunset Ridge LLC have jointly prepared the written agreement, attached hereto; and

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

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

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

PASSED AND ADOPTED this 21st day of April, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

Exhibit A

Legal Description

Parcel ID numbers: 12-044-0062 and 12-044-0061

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND GARDNER SUNSET RIDGE LLC
(4762 W 700 S)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this _____ day of _____, 2026 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and GARDNER SUNSET RIDGE LLC, (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 (Agricultural) to R-1 (Residential) for certain property located at approximately 4762 W 700 S and contained by the following tax identification numbers: 12-044-0062 and 12-044-0061 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 17.04 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

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

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-1 in exchange for improved home construction standards and a maximum number of lots pertaining to the Subject Property; and

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

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

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

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

1.7 “Subject Area” shall mean the 17.04 acres as legally described in Exhibit A.

ARTICLE II CONDITIONS PRECEDENT

2.1 The City’s rezoning of the Subject Area to R-1 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 17.04 acres of R-1 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 approved by the West Point City Council.

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions precedent set forth in Article II, the City shall accept and process on a timely basis one or more applications for a subdivision of the Subject Area from the Developer. The subdivision 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 37 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached Concept plan (see Exhibit B). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. Each subdivision plat submitted by Master Developer or a Project Developer shall be required to go through the subdivision process as outlined in West Point City Code and meet all requirements specifically set forth therein.

4.2 Subdivision. Developer acknowledges that the development of the Maximum Residential units requires the Subdivision applications to 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; provided, however, so long as each subdivision plat meets the requirements of the West Point City Code and is consistent with the Concept Plan, the City agrees that it will not withhold its approval of the applicable subdivision plat.

4.3 CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.3.1 Architecture. The following restrictions on single-family homes built in the subdivision:

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

4.4 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.5 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.

5.5 Basements. Basements may be permitted in the Subject Area subject to West Point City Code section 15.16.010.

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 of the Master Developer or the Project Developer, as applicable, 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 sole 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—INFRASTRUCTURE IMPROVEMENTS

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats 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.

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, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

8.7 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

Gardner Sunset Ridge LLC

RULON GARDNER, Manager

EXHIBIT A

Legal Description of Property

Parcel ID Numbers: 12-044-0061 and 12-044-0062

EXHIBIT B

Concept Plan



ORDINANCE NO. 04-21-2026A

**AN ORDINANCE REZONING PROPERTY LOCATED AT
APPROXIMATELY 4762 W 700 S FROM A-40 to
R-1 (RESIDENTIAL 2.2 UNITS PER ACRE)**

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 A-40 zone and placing the property in the R-1 zone

Legal Description:

See Exhibit A attached hereto.

Section Two: ORDINANCES TO CONFORM WITH AMENDMENTS

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

Section Three: Severability

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

Section Four: Effective Date

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

DATED this 21st day of April, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Legal Description:

Parcel ID numbers: 12-044-0061 and 12-044-0062