



WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

MAY 19, 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/82199411733> » Telephone: 1(669) 900-6833 – Meeting ID: 821 9941 1733

ADMINISTRATIVE SESSION – 6:00 PM

(Open to the Public)

1. Discussion Regarding the FY2026 Amended Budget and Proposed FY2027 Tentative Budget– Mr. Kyle Laws pg. 4
2. Discussion Regarding an Amendment to the Agreement for Law Enforcement Services – Mr. Kyle Laws pg. 26
3. Discussion Regarding the 3500 W Sidewalk Project – Mr. Boyd Davis pg. 32
- 4.* Discussion Regarding a Development Agreement & Rezone Request for 2084 N 4500 W (*Applicant, Nilson Land*) – Mrs. Bryn MacDonald pg. 132
5. Other Items

**Item added from original agenda*

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. 05-19-2026A, Approving the Appointment of the Appeal Authority – Mayor Brian Vincent pg. 33
8. Consideration of Resolution No. 05-19-2026B, Approving an Interlocal Agreement with Davis County for the CDBG Grant – Mr. Boyd Davis pg. 35
9. Consideration of Resolution No. 05-19-2026C, Approving Amendment #7 to the Interlocal Agreement for Law Enforcement Services – Mr. Kyle Laws pg. 26
10. Public Hearing Regarding FY2026 Compensation Adjustments – Mr. Kyle Laws pg. 4
11. Consideration of Resolution No. 05-19-2026D, Approving the FY2026 Amended Budget for West Point City – Mr. Kyle Laws pg. 4
 - a. Public Hearing
 - b. Action
12. Public Hearing Regarding a Development Agreement for Property Located at Appx. 1800 N 4300 W (*Foothill Ditch, Applicant*) – Mrs. Bryn MacDonald pg. 44
 - 12.1. Consideration of Resolution No. 05-19-2026E, Approving the Development Agreement for 1800 N 4300 W
 - 12.2. Consideration of Ordinance No. 05-19-2026A, Approving the Rezone of Property at 1800 N 4300 W from A-40 to R-4
13. Public Hearing Regarding a Rezone Request for Property Located at Appx. 5750 W 2425 N from A-5 to R-1 (*Parker Farms, Applicant*) – Mrs. Bryn MacDonald pg. 104
 - 13.1. Consideration of Resolution No. 05-19-2026F, Approving a Development Agreement for 5750 W 2425 N
 - 13.2. Consideration of Ordinance No. 05-19-2026B, Approving the Rezone of Property at 5750 W 2425 N from A-5 to R-1
14. Consideration of Approval of the Bid Award to Post Asphalt for 2026 City Road Asphalt Patching – Mr. Kenny England pg. 129
15. Consideration of Approval to Place the Hall Haven Subdivision on One-Year Warranty – Mr. Boyd Davis pg. 130
16. Consideration of Approval to Remove the Harvest Fields Subdivision Phase 1B from Warranty – Mr. Boyd Davis pg. 131
17. Motion to Adjourn the General Session

Posted this 14th day of May, 2026: Casey Arnold
Amended & Posted this 18th day of May, 2026: Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above May 19, 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: **06/02/2026**

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. 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
3. Consideration of Resolution No. **, Notifying Proposed Property Tax Rate Increase for 2026, Notice of Public Hearing Date, Etc.
4. Consideration of Approval of a Contract with Consor for the Design of the 1800 N 4500 W Intersection Project – Mr. Boyd Davis
5. Development Agreement for 2084 N 4500 W
 - a. **Public Hearing**
 - b. Action
6. Rezone of 2084 N 4500 W
 - 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
-

Date: **06/16/2026**

Administrative Session – 6:00 pm

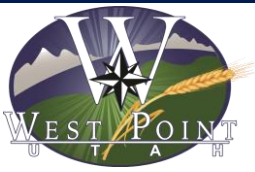
1. Discussion Regarding FY27 Tentative Budget – Mr. Ryan Harvey
2. Code Enforcement Update – Mr. Bruce Dopp

General Session – 7:00 pm

1. Consideration of Approval of Maximum Potential Property Tax Rate Increase for Truth in Taxation Public Notices and Hearings

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
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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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APRIL

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OCTOBER

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MAY

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NOVEMBER

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JUNE

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DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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
10	FALL FESTIVAL/CHALK ART EVENT
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

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
13-14	CHRISTMAS FARMER'S MARKET
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: FY2026 Amended Budget &
FY2027 Tentative Budget
Author: Ryan Harvey
Department: Administrative Services
Date: May 19, 2026



BACKGROUND

Each year cities in the State of Utah are required to adopt a balanced budget. The final budget for Fiscal Year 2026 was adopted last July. The Council may amend the budget at any time during the fiscal year, after holding a public hearing on the matter. Staff would like to propose a few amendments to the FY2026 Budget.

Cities in the State of Utah are also required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 30th of June. The tentative budget was presented to the City Council at the last Council Meeting. The Mayor, City Council, and Staff will discuss the FY2027 Tentative Budget over the course of the next three City Council Meetings, with a tentative schedule as shown below:

May 19, 2026

- Special Revenue Fund
- Capital Projects Matrix
- Enterprise Funds
- Adoption of the FY2026 Amended Budget
- Compensation Schedule – Amended Budget

June 2, 2026

- CDRA Fund
- Fee Schedule
- Property Tax Rate
- Outstanding Issues

June 16, 2026

- Adoption of FY2027 Interim Budget
- Adoption of FY2027 CDRA Final Budget
- Adoption of Fee Schedule

ANALYSIS

Property Tax Impact Schedule

This is a reminder that the Tentative Budget includes a property tax increase, and that the City has declared its intent to go through the Truth-in-Taxation process. The Property Tax Impact Schedule is attached to this report. The numbers on the report are preliminary since the City has not yet received the certified tax rate.

Special Revenue Fund

The only change to the Special Revenue Fund that is not related to the Capital Projects Matrix is for the Jr. High Gym Expansion Bond. The Changes for the Amended Budget and Tentative Budget are as follows:

Amended Budget: Add \$380,000 for a total of **\$765,000**

The cost of the monthly bond payment was slightly higher than originally projected. In addition, the bond didn't cover the entire amount of the cost because we were planning on using some of the Park Impact Fee Balance to pay the remaining balance. This change reflects that amount.

Tentative Budget: Add \$40,000 for a total of **\$425,000**

This will be the ongoing yearly amount of the bond payment going forward.

Capital Projects Matrix

The Capital Projects Matrix is provided in your packet. This spreadsheet outlines a recommended 5-year plan for construction and improvement projects in the City. In addition to showing what is budgeted for current projects, the document is also intended to highlight future needs that may or may not be funded. Projects on the Capital Projects Matrix are ranked on a priority scale from 1-5, with 1 being the most urgent and 5 being the least urgent.

The capital projects matrix includes a column for "FY2026 Carryforward". This section represents the amounts that were budgeted but not expended during Fiscal Year 2026. Unless the project has been canceled and the funds reallocated, then the amount will be included in the next fiscal year's budget. This allows staff to complete the project even though the fiscal year has ended.

Totals of the columns titled FY2026 Carryforward and FY2027 represent actual proposed appropriations for FY2027. All future years are subject to future Council approval.

Projects funded for FY2027 (Some projects have carry-forward balances from previous fiscal years, which are also included in the budget, but are not listed here):

- *012 – Street Maintenance –\$290,000* – This is a bump up from the normal, yearly amount of \$250,000.
- *013 – Sidewalk Maintenance –\$20,000* – This is the normal, yearly amount.
- *013 – Sidewalk Maintenance (Local Option) - \$50,000* – This is the amount that staff proposes allocating from the Local Option Sales Tax that the City collects.
- *014 – Street Vehicle Maintenance - \$15,000* – This is the normal, yearly amount.
- *016 – Street Vehicle Equipment – \$10,000* – This is the normal, yearly amount.
- *019 – SCADA System Upgrades – \$10,000* – This is the normal, yearly amount.
- *029 – Storm Drain Master Plan - \$50,000* – This plan is due to be updated in FY2027
- *031 – Source Protection Plan - \$30,000* - This plan is due to be updated in FY2027
- *059 – Vehicle Replacement – \$115,000* – This is the amount needed to replace the vehicles that are due for replacement in the Vehicle Replacement Plan for FY2027. The vehicles include:
 - *2019 Ford F550 Dump Bed (With salter)*
 - *2021 Ford F350 utility bed single rear wheel*

- 2015 Chevy Colorado
- 060 – Equipment Replacement - \$50,000 – This is to make this project whole, meaning that we want to keep a balance in this project as needs arise. We will communicate with the Council what, if any, equipment needs to be purchased prior to making that purchase.
- 073 – 5 Year CIP – \$75,000 – This is the normal, yearly amount.
- 075 – Park Improvements – \$150,000 – This is the normal, yearly amount.
- 080 – Storm Water Management Plan - \$35,000 - This plan is due to be updated in FY2027
- 131 – 700 South - \$1,800,000 – This is the amount needed for this project and includes grant funding.
- 110 - Tree Replacement Plan - \$10,000 – This is the normal, yearly amount.
- 115 – 300 N 4500 W Round-A-Bout - \$1,344,420 - This is the amount needed for this project and includes grant funding.
- 126 – Arts Council – \$5,000 – This is the normal, yearly amount.
- 127 – Round-A-Bout 4000 W 700 S - \$1,000,000 - This is the amount needed for this project and includes grant funding.
- 128 – Cold Springs Road - \$1,000,000 - This is the additional amount needed for this project, paid for primarily from Road Impact Fees.

Enterprise Funds – FY2027 Personnel

Water Fund (\$101,166)

- Salaries (\$67,158)
- Benefits (\$34,008)

Waste Fund (\$67,123)

- Salaries (\$43,736)
- Benefits (\$23,387)

Storm Water Fund (\$32,761)

- Salaries (\$23,002)
- Benefits (\$9,759)

Enterprise Funds – FY2027

These are the other changes not related to Capital Projects or Personnel:

Water Fund (\$42,456)

- Water Purchase – Weber Basin (\$40,456)
- Travel and Education (\$2,000)

Waste Fund (\$46,480)

- Lift Stations (\$12,100)
- Sewer Maintenance & Repair (\$31,380)
- IT (\$3,000)

Storm Water Fund (\$20,000)

- Storm System Maintenance & Repair (\$20,000)

FY2026 Amended Budget Changes:

Staff is recommending adoption of the FY2026 Amended Budget. Most of the changes to the Amended Budget were discussed at the previous meeting. This is a recap of all the changes that are included in the FY2026 Amended Budget:

- Intern/Management Analyst (\$10,000)
- 4th of July (\$20,000)
- Bond Payments (\$225,000)
- Transfer from the Water Fund to the Capital Projects Fund (\$500,000)
- 4000 W Canal Bypass (\$2,000,000)
- Capital Projects Adjustments (See Below)
- Market Adjustment (\$7,996)
 - Salaries - \$5,994
 - Benefits - \$2,002
- NEW ITEM: Concessions Trailer (\$3,000) – Staff is proposing adding \$3,000 to the Amended Budget and the Tentative Budget to run the concessions trailer.

Amended Budget Changes – Capital Projects

032 – 2000 West Water Line & Sewer Line - \$122,905 – This is the combined Water and Sewer Impact Fees needed to make this project whole and close it out as it is now complete.

047 – 4000 West Canal Bypass - \$2,000,000 – This is a project that is being worked on now, and includes grant funding.

076 Transportation Master Plan & Road Impact Fee Study - \$2,600 – This is the amount needed to make this project whole.

122 Cemetery Expansion Design - \$30,000 – This project is being worked on in the current Fiscal Year.

128 Cold Springs Road - \$1,000,000 - This project is being worked on in the current Fiscal Year.

134 Storm Water Master Plan/Impact Fee Study - Annexation Area - \$50,000 - This is the amount needed to make this project whole.

Compensation Schedule for FY2026 Amended Budget

This fiscal year, FY2026, is a market study year. This is a pretty involved process of compiling a large amount of data that we sort through for every position. This process is completed by the City Manager and the HR Manager. We have seen this year that the COLA's (tied to the CPI) that we have done each year have kept us really close to the market. Most positions are still a little under market (4% or less), with a few that are above 4%. Consistent with each year we do a market study, we also make adjustments to pay and pay ranges to bring them to the average of the cities we benchmark with. The compensation schedule presented with this staff report shows our pay scale with these market adjustments. These changes are part of the Amended Budget, and increases will be given to employees for the last 2 pay periods of the year according to the market study. The amended compensation schedule is attached. The total budget amendment, for FY2026, for all positions is \$8,000.

RECOMMENDATION

Staff recommends the Council adopt the FY2026 Amended Budget and would like any feedback or direction you might have on the Recommended FY2027 Tentative Budget.

SIGNIFICANT IMPACTS

The impacts are included in the FY2026 Amended Budget and the FY2027 Tentative Budget

ATTACHMENTS

Property Tax Impact Schedule

Resolution - FY2026 Amended Budget

Capital Projects Matrix FY2027

Proposed FY2026 Amended Budget & FY2027 Tentative Budget

FY2027 Proposed Property Tax Impact Schedule

West Point City will consider an increase to its property tax rate from .000730 to .000773 (estimated) to generate an additional \$50,000. The following information is intended to provide decision makers and the public with an explanation of how the City’s operations would be affected if the proposed property tax increase is adopted.

West Point City’s Current Property Tax Rate	0.000730
West Point City’s Current Property Tax Revenue	\$858,223
Proposed Revenue with Tax Change	\$908,223
New Property Tax Revenue to West Point City	\$50,000
Estimated Increase to West Point City’s Property Tax Revenue	5.83%
Estimated Annual Increase to a primary residence of \$500,000	\$11.70
Estimated Annual Increase to a business valued at \$500,000	\$21.26

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Police	\$900,000	\$850,000	\$50,000

Impact of Tax Increase – The contract with the Sherriff’s Department has increased to \$900,000 to cover the cost of providing sufficient police services to West Point City

RESOLUTION NO. 05-19-2026D

**A RESOLUTION ADOPTING A REVISED BUDGET FOR WEST POINT CITY
FOR FISCAL YEAR 2026**

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

WHEREAS, the West Point City Manager has heretofore caused to be prepared and submitted to the City Council amendments to the Budget for the City for the 2026 Fiscal Year; and,

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

WHEREAS, a Public Hearing on said Amended Budget was duly advertised and held according to law,

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

SECTION 1 - REVISED BUDGET FOR FY 2026. The hereto attached Revised Budget for Fiscal Year 2026 is hereby adopted.

PASSED AND ADOPTED this 19th day of May, 2026

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

Capital Project Matrix

Project No.	PROJECT DESCRIPTION	Project Lead	Priority	Project Budget	Fund	Fund #	GL Code	Revenue	Project/Activity Code	FY2026	FY 2026 Changes	FY 2026 Amended	5/31/2026	FY 2026 Carry-forward	FY 2027	FY 2028	FY 2029	FY2030	Unfunded
012	Street Maintenance	Kenny	1	\$250,000	SR	45	45-51-95	Class C	0124511	\$250,000		\$521,263	\$289,583	\$231,680	\$290,000	\$250,000	\$250,000	\$250,000	
013	Sidewalk Maintenance	Kenny	1	\$20,000	SR	45	45-51-95	Class C	0134511	\$20,000		\$27,051	\$15,917	\$11,134	\$20,000	\$20,000	\$20,000	\$20,000	
013	Sidewalk Maintenance (Local Option)	Kenny	1	\$50,000	SR	45	45-51-93	Local Option	0134521			\$0	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	
014	Street Vehicle Maintenance	Kenny	1	\$15,000	SR	45	45-51-95	Class C	0144511	\$15,000		\$17,942	\$4,491	\$13,451	\$15,000	\$15,000	\$15,000	\$15,000	
015	Salt and Street Materials	Kenny	1	\$40,000	SR	45	45-51-95	Class C	0154511	\$40,000		\$42,406	\$4,147	\$38,259	\$0	\$40,000	\$40,000	\$40,000	
016	Street Vehicle Equipment	Kenny	1	\$5,000	SR	45	45-51-95	Class C	0164511	\$10,000		\$12,690	\$0	\$12,690	\$10,000	\$10,000	\$10,000	\$10,000	
019	SCADA System Upgrades & Maintenance	Kenny/Boyd	2	\$10,000	Waste	51	51-84-83	Sewer Fees	0195112	\$5,000		\$27,342	\$50	\$27,292	\$5,000	\$5,000	\$5,000	\$5,000	
019	SCADA System Upgrades & Maintenance	Kenny/Boyd	2		Water	55	55-84-33	Water Fees	0195514	\$5,000		\$28,521	\$413	\$28,108	\$5,000	\$5,000	\$5,000	\$5,000	
021	Sewer Master Plan/Impact Fee Analysis (current FY18)	Boyd	1	\$50,000	SR	51	51-84-05	Sewer Impact Fee	0215102			\$25,000	\$0	\$25,000					
021	Sewer Master Plan/Impact Fee Analysis (current FY18)	Boyd	1		SR	51	51-84-83	Sewer Fees	0215112			\$25,000	\$0	\$25,000					
023	Parcel Maintenance and Protection	Kyle	3	\$35,000	Cap. Proj.	48	48-51-25	GF Surplus	0234810			\$35,896	\$0	\$35,896					
029	Storm Drain Master Plan and Impact Fee Analysis (current FY22)	Boyd	5	\$50,000	Storm Water	58	58-84-05	Storm Water Impact Fee	0295804			\$0	\$0	\$0	\$25,000				
029	Storm Drain Master Plan and Impact Fee Analysis (current FY22)	Boyd	5		Storm Water	58	58-84-83	Storm Water Fees	0295815			\$0	\$0	\$0	\$25,000				
030	Water Master Plan, Impact Fee Analysis (current FY19)	Boyd	1	\$50,000	SR	55	55-84-05	Water Impact Fee	0305501			\$25,000	\$0	\$25,000					
030	Water Master Plan, Impact Fee Analysis (current FY19)	Boyd	1		Water	55	55-84-33	Water Fees	0305514			\$25,000	\$0	\$25,000					
031	Source Protection Plan (current FY22)	Boyd	3	\$30,000	Water	55	55-84-33	Water Fees	0315514			\$0	\$0	\$0	\$30,000				
032	2000 West Water Line (800 N to 470 N) & Sewer Line (800 N to 470 N)	Kenny	1	\$1,870,000	SR	55	55-84-05	Water Impact Fee	0325501			\$499,753	\$122,732	\$377,021					
032	2000 West Water Line (800 N to 470 N) & Sewer Line (800 N to 470 N)	Kenny	1				55	55-84-33	Water Fees	0325514	\$81,275	\$81,275	\$81,274	\$0					
032	2000 West Water Line (800 N to 470 N) & Sewer Line (800 N to 470 N)	Kenny	1			SR	51	51-84-05	Sewer Impact Fee	0325102	\$41,630	\$50,488	\$50,488	\$0					
032	2000 West Water Line (800 N to 470 N) & Sewer Line (800 N to 470 N)	Kenny	1				51	51-84-83	Sewer Fees	0325112			\$257,520	\$155,980	\$101,540				
033	2000 West Landscaping and Betterments	Kenny	2	\$75,000		48	48-51-20	GF Surplus	0334810			\$75,000	\$0	\$75,000					
036	Blair Dahl Park Master Plan	Kyle	5	\$40,000	Cap. Proj.	48	48-51-25	GF Surplus	0364810			\$0	\$0	\$0					\$40,000
040	East Park Trail	Kyle	5	\$100,000	Cap. Proj.	48	48-51-25	GF Surplus	0404810			\$0	\$0	\$0					\$100,000
043	Cemetery Perpetual Care	Kyle	2	\$222,891	Cap. Proj.	48	48-51-70	GF Surplus	0434810			\$258,549	\$0	\$258,549					
047	4000 West Canal Bypass (1650 N to Clinton Drain)	Boyd	1	\$2,000,000	Storm Water	58	58-84-05	Storm Water Impact Fee	0475804		\$1,000,000	\$1,000,000	\$78,408	\$921,593					
047	4000 West Canal Bypass (1650 N to Clinton Drain)	Boyd	1		Storm Water	58	58-84-83	Storm Water Fees	0475815		\$1,000,000	\$1,000,000	\$0	\$1,000,000					
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	Kyle/Boyd	5	\$595,631	Waste	51	51-84-83	Sewer Fees	0515112			\$0	\$0	\$0					\$163,959
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	Kyle/Boyd	5		Storm Water	58	58-84-83	Storm Water Fees	0515815			\$0	\$0	\$0					\$214,392
051	650 North Sewer, Storm Drain, and Road Widening (5000 W to 4750 W)	Kyle/Boyd	5		Cap. Proj.	48	48-51-20	GF Surplus	0514810			\$0	\$0	\$0					\$217,279
057	Rebuild PRV's (Every 3 Years)	Kenny	1	\$25,000	Water	55	55-84-33	Water Fees	0575514			\$25,850	\$0	\$25,850			\$25,000		
058	SR 193 Landscaping and Pedestrian Improvements (restricted)	Kyle	2	\$22,463	SR	45	45-51-97	Grant	0584508			\$22,463	\$0	\$22,463					
059	Vehicle Replacement	Kenny	1	\$115,000	Cap. Proj.	48	48-51-44	GF Surplus	0594810	\$93,000		\$158,991	\$2,964	\$156,027	\$43,000	\$43,000	\$43,000	\$43,000	
059	Vehicle Replacement	Kenny	1		Water	55	55-84-44	Water Fees	0595514	\$12,000		\$47,110	\$10,376	\$36,734	\$12,000	\$12,000	\$12,000	\$12,000	
059	Vehicle Replacement	Kenny	1		Waste	51	51-84-44	Sewer Fees	0595112	\$4,000		\$149,200	\$0	\$149,200	\$4,000	\$4,000	\$4,000	\$4,000	
059	Vehicle Replacement	Kenny	1		Storm Water	58	58-84-44	Storm Water Fees	0595815	\$16,000		\$137,160	\$0	\$137,160	\$16,000	\$16,000	\$16,000	\$16,000	
059	Vehicle Replacement	Kenny	1		SR	45	45-51-95	Class C	0594511	\$40,000		\$195,609	\$111,174	\$84,435	\$40,000	\$40,000	\$40,000	\$40,000	
060	Equipment Replacement	Kenny	1	\$50,000	Cap. Proj.	48	48-51-43	GF Surplus	0604810	\$85,000		\$93,912	\$91,970	\$1,942	\$50,000				
061	1300 North 8" Water Line (4000 W to 4100 W)	Kenny/Boyd	5	\$100,000	Water	55	55-84-33	Water Fees	0615514			\$0	\$0	\$0					\$100,000
062	Water Emergency Connection	Kenny	1	\$100,000	Water	55	55-84-33	Water Fees	0625514			\$50,000	\$0	\$50,000					
062	Water Emergency Connection	Kenny	1		SR	55	55-84-05	Water Impact Fee	0625501			\$50,000	\$0	\$50,000					
064	800 North 8" Water Line (4000 W to 4100 W)	Kenny/Boyd	5	\$100,000	Water	55	55-84-33	Water Fees	0645514			\$0	\$0	\$0					\$100,000

Capital Project Matrix

Project No.	PROJECT DESCRIPTION	Project Lead	Priority	Project Budget	Fund	Fund #	GL Code	Revenue	Project/Activity Code	FY2026	FY 2026 Changes	FY 2026 Amended	5/31/2026	FY 2026 Carry-forward	FY 2027	FY 2028	FY 2029	FY2030	Unfunded
068	City Facilities Maintenance & Repair	Kyle	2	\$100,000	Cap. Proj.	48	48-51-15	GF Surplus	0684810			\$222,743	\$102,560	\$120,183					
069	City Signing and Branding	Kyle	3	\$30,837	Cap. Proj.	48	48-51-15	GF Surplus	0694810			\$30,837	\$0	\$30,837					
073	5 Year CIP	Kyle	1	\$75,000	Cap. Proj.	48	48-51-53	GF Surplus	0734810	\$75,000		\$685,000	\$0	\$685,000	\$75,000	\$75,000	\$75,000	\$75,000	
075	Parks (Impact Fees)	Kyle	1	\$150,000	Cap. Proj.	48	48-51-25	GF Surplus	0754810	\$150,000		\$689,278	\$82,228	\$607,050	\$150,000	\$150,000	\$150,000	\$150,000	
076	Transportation Master Plan & Road Impact Fee Study (current FY23)	Boyd	4	\$50,000	SR	45	45-51-71	Road Impact Fee	0764503		\$2,600	\$2,600	\$2,600	\$0	\$50,000				
079	Emigrant Trail North (1300 North Connection)	Boyd	3	\$519,335	Cap. Proj.	48	48-51-25	Grant	0794808			\$364,000	\$0	\$364,000					
079	Emigrant Trail North (1300 North Connection)	Boyd	3		SR	45	45-51-93	Local Option	0794521			\$155,335	\$0	\$155,335					
080	Storm Water Management Plan (current FY22)	Boyd	4	\$35,000	Storm Water	58	58-84-83	Storm Water Fees	0805815			\$3,173	\$0	\$3,173	\$35,000				
081	300 North Lift Station Storage Capacity Expansion	Kenny	5	\$500,000	Waste	51	51-84-83	Sewer Fees	0815112			\$0	\$0	\$0					\$500,000
086	1300 North Storm Drain Line (3600 W. to 3800 W.)	Boyd	5	\$500,000	Storm Water	58	58-84-83	Storm Water Fees	0865815			\$0	\$0	\$0					\$250,000
086	1300 North Storm Drain Line (3600 W. to 3800 W.)	Boyd	5		Storm Water	58	58-84-05	Storm Water Impact Fee	0865804			\$0	\$0	\$0					\$250,000
089	Local Option Sales Tax Money (Transportation)	Kyle	1	\$200,000	SR	45	45-51-93	Local Option	0894521		\$200,000	\$180,981	\$55,875	\$125,106					
092	GPS / Survey Equipment Replacement	Boyd	1	\$25,000	Cap. Proj.	48	48-51-15	GF Surplus	0924810			\$25,000	\$0	\$25,000					
093	300 North 8" Water Line (4000 W to 4100 W)	Kyle	5	\$100,000	Water	55	55-84-33	Water Fees	0935514			\$0	\$0	\$0					\$100,000
101	300 North Road Widening (2000 W to 4000 W)	Kenny/Boyd	1	\$9,000,000		48	48-51-20	Grant	1014808			\$8,916,193	\$332,784	\$8,583,408					
101	300 North Maintenance (From UDOT to spend on 300 N.)	Kenny/Boyd	1	\$134,000	Cap. Proj.	48	48-51-20	GF Surplus	1014810			\$458,362	\$800	\$457,562					
131	700 South (4000 W to 4500 W)	Boyd	2	\$3,000,000		48	48-51-20	Grant	1314808			\$0	\$0	\$0	\$1,800,000				\$1,200,000
106	Public Works Property and Facility	Kenny	3	\$18,000,000		48	48-51-15	GF Surplus	1064810			\$0	\$0	\$0					\$18,000,000
108	Parks Master Plan/Impact Fee Analysis (FY23)	Bryn/Boyd	4	\$50,000	Cap. Proj.	48	48-51-25	GF Surplus	1084810			\$0	\$0	\$0		\$50,000			
109	Loy Blake Park Redesign Plan	Kyle	5	\$40,000	Cap. Proj.	48	48-51-25	GF Surplus	1094810			\$0	\$0	\$0					\$40,000
110	Tree Replacement Plan	Kenny	1	\$10,000	Cap. Proj.	48	48-51-25	GF Surplus	1104810	\$10,000		\$23,624	\$10,445	\$13,179	\$10,000	\$10,000	\$10,000	\$10,000	
114	Sewer Rate Study - Annexation	Boyd/Ryan	1	\$20,000		51	51-84-83	Sewer Fees	1145112	\$20,000		\$20,000	\$0	\$20,000					
115	300 N 4500 W Round-About	Kenny/Boyd	3	\$1,260,000		48	48-51-20	Grant	1154808			\$0	\$0	\$0	\$1,260,000				
115	300 N 4500 W Round-About	Kenny/Boyd	3	\$84,420		48	48-51-20	GF Surplus	1154810			\$0	\$0	\$0	\$84,420				
116	12" Water Line 100 S (2000 W to 2300 W)	Kyle	5	\$344,000		55	55-84-05	Water Impact Fee	1165501			\$0	\$0	\$0					\$344,000
117	PRV Station 100 S 2300 W	Kyle	5	\$100,000		55	55-84-05	Water Impact Fee	1175501			\$0	\$0	\$0					\$100,000
118	10" Waer Line 100 S (2300 W to 2775 W)	Kyle	5	\$386,000		55	55-84-05	Water Impact Fee	1185501			\$0	\$0	\$0					\$386,000
119	8" Sewer Line 2500 W (200 S to 175 N)	Kyle	5	\$197,000		51	51-84-05	Sewer Impact Fee	1195102			\$0	\$0	\$0					\$197,000
120	8" Sewer Line 2300 W (200 S to 150 N)	Kyle	5	\$197,000		51	51-84-05	Sewer Impact Fee	1205102			\$0	\$0	\$0					\$197,000
121	2300 W Stom Drain (700 N to 550 N)	Kyle	5	\$32,000		58	58-84-83	Storm Water Fees	1215815			\$0	\$0	\$0					\$32,000
122	Cemetery Expansion Design	Kyle/Kenny	4	\$30,000	Cap. Proj.	48	48-51-53	GF Surplus	1224810		\$30,000	\$30,000	\$1,325	\$28,676					
123	General Plan Update	Bryn/Boyd	1	\$20,000	Cap. Proj.	48	48-51-53	GF Surplus	1234810			\$5,990	\$0	\$5,990					
125	Lead and Copper Rule Revision	Kenny	1	\$15,000		55	55-84-33	Water Fees	1255514			\$8,070	\$0	\$8,070					
126	Arts Council	Kyle	1	\$5,000	Cap. Proj.	48	48-51-53	GF Surplus	1264810	\$5,000		\$18,530	\$0	\$18,530	\$5,000	\$5,000	\$5,000	\$5,000	
127	Round-A-Bout 4000 W 700 S	Kenny/Boyd	2	\$1,000,000	SR	45	45-51-71	Road Impact Fee	1274503			\$0	\$0	\$0	\$1,000,000				
128	Cold Springs Road	Kenny/Boyd	2	\$3,000,000	SR	45	45-51-71	Road Impact Fee	1284503		\$1,000,000	\$1,000,000	\$339,277	\$660,723	\$1,000,000				
129	3500 W. Road Project from 300 N to 800 N	Boyd	2	\$2,000,000	SR	45	45-51-71	Road Impact Fee	1294503			\$0	\$0	\$0					\$1,000,000
129	3500 W. Road Project from 300 N to 800 N	Boyd	2		SR	45	45-51-95	Class C	1294511			\$0	\$0	\$0					\$1,000,000
130	1800 N 4500 W. Intersection Alignment/Environmental Review	Boyd	2	\$2,134,000	SR	45	45-51-71	Road Impact Fee	1304503			\$160,000	\$0	\$160,000					
132	Transportation Master Plan/Impact Fee Study - Annexation Area	Boyd	1	\$40,000	SR	45	45-51-93	Local Option	1324521	\$40,000		\$39,813	\$0	\$39,813					
133	Sewer Impact Fee Study - Annexation Area	Boyd	1	\$18,000		51	51-84-83	Sewer Fees	1335112	\$18,000		\$18,000	\$0	\$18,000					
134	Storm Water Master Plan/Impact Fee Study - Annexation Area	Boyd	1	\$40,000		58	58-84-83	Storm Water Fees	1345815	\$40,000	\$50,000	\$90,000	\$88,967	\$1,033					
	TOTALS			\$49,462,577	\$0					\$953,000	\$3,405,505	\$18,113,519	\$2,036,829	\$16,076,690	\$6,059,420	\$850,000	\$775,000	\$750,000	\$24,531,631
	Parks Project																		
	Sewer Project																		
	Water Project																		
	Streets Project																		
	Storm Water Project																		
	General Project																		

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
GENERAL FUND						
TAXES						
10-31-10	Property Taxes	752,634.63	858,074.09	858,223.00	858,223.00	858,223.00
10-31-11	Restricted Property Tax (TinT)	.00	.00	.00	.00	50,000.00
10-31-25	Vehicle - In lieu of prop. tax	48,977.18	56,191.83	50,000.00	50,000.00	55,000.00
10-31-30	General Sales and Use Taxes	2,443,522.68	2,589,630.13	2,500,000.00	2,500,000.00	2,700,000.00
10-31-40	Cable TV	45,133.65	38,346.87	40,000.00	40,000.00	30,000.00
10-31-50	Energy Sales and Use	576,492.75	559,699.50	650,000.00	650,000.00	550,000.00
10-31-60	Telecommunications	27,358.36	27,655.40	25,000.00	25,000.00	25,000.00
	Total TAXES:	3,894,119.25	4,129,597.82	4,123,223.00	4,123,223.00	4,268,223.00
LICENSES AND PERMITS						
10-32-10	Bus. License/Cond. Use Permits	13,337.20	30,956.50	13,000.00	13,000.00	13,000.00
10-32-21	Building Permits	241,382.83	564,506.35	400,000.00	400,000.00	450,000.00
	Total LICENSES AND PERMITS:	254,720.03	595,462.85	413,000.00	413,000.00	463,000.00
INTERGOVERNMENTAL REVENUE						
10-33-56	Class C Roads	559,992.16	676,662.10	600,000.00	600,000.00	650,000.00
	Total INTERGOVERNMENTAL REVENUE:	559,992.16	676,662.10	600,000.00	600,000.00	650,000.00
CHARGES FOR SERVICES						
10-34-10	Zoning and Subdivision Fees	9,875.00	24,800.00	15,000.00	15,000.00	20,000.00
10-34-60	Recreation Fees	167,248.40	152,898.92	150,000.00	150,000.00	160,000.00
10-34-78	Park & City Hall Reservations	7,280.00	6,275.00	5,000.00	5,000.00	6,000.00
10-34-79	City Celeb. & Sponsorships	20,480.00	22,145.50	20,000.00	20,000.00	20,000.00
10-34-82	Cemetery Interment	24,200.00	17,600.00	15,000.00	15,000.00	15,000.00
10-34-90	Misc. Income & Concessions	42,630.29	330,607.59	10,000.00	10,000.00	10,000.00
	Total CHARGES FOR SERVICES:	271,713.69	554,327.01	215,000.00	215,000.00	231,000.00
MISCELLANEOUS REVENUE						
10-36-10	Interest Earnings	107,236.13	45,620.46	100,000.00	100,000.00	40,000.00
10-36-20	Donations	.00	50.00	.00	.00	.00
10-36-30	Arts Council Revenue	2,945.00	3,735.00	5,000.00	5,000.00	5,000.00
10-36-90	Miscellaneous	765.00	1,100.00	.00	.00	.00
	Total MISCELLANEOUS REVENUE:	110,946.13	50,505.46	105,000.00	105,000.00	45,000.00
CONTRIBUTIONS & TRANSFERS						
10-39-10	Beginning Balance	.00	.00	800,000.00	800,000.00	800,000.00
	Total CONTRIBUTIONS & TRANSFERS:	.00	.00	800,000.00	800,000.00	800,000.00
GENERAL GOVERNMENT						
10-41-10	Mayor and Council Wages	55,726.06	55,738.30	58,023.00	58,023.00	58,965.00
10-41-13	Employee Benefits	8,331.45	8,452.82	8,777.00	8,777.00	8,920.00
10-41-33	Training and Education	10,964.22	8,416.03	13,000.00	13,000.00	13,000.00
10-41-35	Community Service Contracts	2,359.19	2,825.00	4,000.00	4,000.00	4,000.00
	Total GENERAL GOVERNMENT:	77,380.92	75,432.15	83,800.00	83,800.00	84,885.00
ADMINISTRATIVE SERVICES						
10-44-11	Salaries and Wages	152,536.62	156,743.72	172,202.00	172,762.00	186,759.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
10-44-13	Employee Benefits	69,447.30	68,029.82	83,474.00	83,735.00	86,958.00
10-44-20	Mileage Reimbursement	739.32	524.55	800.00	800.00	800.00
10-44-21	Books, Subscrip. & Memberships	275.58	100.00	1,000.00	1,000.00	1,000.00
10-44-24	Postage	3,643.88	4,310.44	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	1,124.01	810.58	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	8,065.95	8,085.40	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	2,238.05	5,284.85	6,000.00	6,000.00	6,000.00
10-44-38	Auditor & Accounting Support	16,115.00	15,290.00	16,500.00	16,500.00	16,500.00
10-44-63	IT Support & Contracts	5,442.98	5,387.50	8,100.00	8,100.00	8,100.00
10-44-65	Emergency Management	.00	1,376.72	2,000.00	2,000.00	2,000.00
10-44-69	Office Supplies & Expense	3,452.80	3,113.15	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	27,693.58	26,519.79	50,000.00	50,000.00	50,000.00
10-44-95	Credit Card Processing Fees	2,422.79	2,924.26	3,000.00	3,000.00	3,000.00
10-44-98	Bank Service Charges	35.00	35.00	1,000.00	1,000.00	1,000.00
Total ADMINISTRATIVE SERVICES:		293,232.86	298,535.78	370,576.00	371,397.00	388,617.00
PUBLIC WORKS						
10-48-11	Salaries and Wages	129,451.44	137,500.22	180,445.00	180,982.00	179,051.00
10-48-13	Employee Benefits & Retirement	80,115.47	66,234.33	107,345.00	107,639.00	97,962.00
10-48-15	On call pay	4,732.00	1,169.98	5,950.00	5,950.00	5,950.00
10-48-20	Overtime	27,783.34	23,068.81	25,000.00	25,000.00	25,000.00
10-48-23	Travel and Education	1,490.00	238.55	1,360.00	1,360.00	1,360.00
10-48-25	Equipment, Supplies & Maint.	13,224.06	11,335.03	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	27,693.19	29,497.57	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	6,554.81	5,559.39	4,500.00	4,500.00	4,500.00
10-48-65	Fleet Operations & Maintenance	15,962.65	16,550.32	10,000.00	10,000.00	10,000.00
10-48-67	Fleet Fuel	12,329.72	12,371.05	12,865.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	208.48	224.92	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	13,000.00
10-48-75	Crosswalk Power	639.28	499.96	700.00	700.00	700.00
10-48-77	Public Facilities Heating	7,924.79	5,072.27	6,000.00	6,000.00	6,000.00
10-48-82	Public Facilities Power	15,007.79	17,164.68	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	63,295.49	133,013.24	52,000.00	52,000.00	52,000.00
Total PUBLIC WORKS:		416,152.51	465,020.92	464,725.00	465,556.00	456,948.00
EXECUTIVE						
10-49-11	Salaries and Wages	276,444.86	295,874.90	336,560.00	347,737.00	392,373.00
10-49-13	Employee Benefits	140,632.45	136,289.48	183,206.00	183,840.00	211,321.00
10-49-20	Mileage Reimbursements	.00	.00	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	5,957.41	3,849.96	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	25,034.21	12,711.48	13,000.00	13,000.00	13,000.00
10-49-25	New Equipment Purchase	30,397.43	2,487.97	22,500.00	22,500.00	22,500.00
10-49-37	Attorney	33,909.00	23,282.00	35,000.00	35,000.00	35,000.00
10-49-62	Miscellaneous	5,877.00	3,556.13	10,000.00	10,000.00	10,000.00
10-49-63	IT Support & Contracts	33,332.29	51,291.05	40,000.00	40,000.00	40,000.00
10-49-65	Emp. Awards, Rec. & Events	20,609.29	19,949.70	16,000.00	16,000.00	16,000.00
10-49-66	Education Reimb. Program	.00	2,054.83	6,000.00	6,000.00	6,000.00
10-49-67	Emp. Benefits & Bonus Program	43,810.28	45,357.47	17,500.00	17,500.00	17,500.00
10-49-68	Wellness Program	315.75	945.32	3,000.00	3,000.00	3,000.00
10-49-69	Office Supplies & Expense	2,972.61	5,061.56	5,500.00	5,500.00	5,500.00
10-49-70	Cellular & Radio Serv. & Equip	8,339.55	8,393.58	12,000.00	12,000.00	12,000.00
10-49-72	Legal Advertising	4,885.99	2,961.50	6,000.00	6,000.00	6,000.00
10-49-80	Utah League Membership	6,891.55	7,274.00	8,000.00	8,000.00	8,000.00
10-49-82	City Newsletter	11,057.72	6,049.20	12,000.00	12,000.00	12,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
10-49-83	Economic Development	.00	.00	5,000.00	5,000.00	5,000.00
10-49-85	Volunteerism Program	.00	.00	2,000.00	2,000.00	2,000.00
10-49-86	HR Background Checks	99.90	201.15	500.00	500.00	500.00
10-49-87	HR Position Posting	358.00	585.00	.00	.00	.00
10-49-88	Recorders Office	4,167.86	9,847.89	9,000.00	9,000.00	9,000.00
10-49-89	Elections	24,221.88	18.05	20,000.00	20,000.00	20,000.00
10-49-90	City Celebrations & Events	86,581.96	87,477.07	100,000.00	120,000.00	120,000.00
10-49-91	Youth Council	8,441.02	9,015.17	10,000.00	10,000.00	10,000.00
10-49-92	Miss West Point Pageant	12,799.00	18,753.52	15,000.00	15,000.00	15,000.00
10-49-93	Senior Program	592.06	325.22	.00	.00	.00
10-49-96	Youth Court	.00	2,384.12	5,000.00	5,000.00	5,000.00
10-49-98	Arts Council	4,038.00	5,903.24	5,000.00	5,000.00	22,000.00
Total EXECUTIVE:		791,767.07	761,900.56	901,516.00	933,327.00	1,022,444.00
COMMUNITY DEVELOPMENT						
10-52-11	Salaries and Wages	240,392.67	246,471.04	357,422.00	358,316.00	298,078.00
10-52-13	Employee Benefits & Retirement	80,059.22	98,501.16	166,378.00	166,753.00	125,159.00
10-52-21	Books, Subscrip. & Memberships	668.00	738.00	1,500.00	1,500.00	1,500.00
10-52-23	Travel, Education & Certificat	6,269.02	4,806.67	7,500.00	7,500.00	9,000.00
10-52-25	Equipment & Supplies	1,214.93	22.11	2,000.00	2,000.00	2,000.00
10-52-51	GIS	.00	552.00	1,000.00	1,000.00	4,000.00
10-52-62	Contract Planning & Insp Serv	80,890.50	99,480.00	4,000.00	4,000.00	100,000.00
10-52-63	IT Support & Contracts	12,697.21	22,871.22	13,500.00	13,500.00	13,500.00
10-52-65	State Building Surcharge	1,855.32	3,228.53	3,000.00	3,000.00	4,000.00
10-52-68	Planning Comm/Board of Adj.	1,786.85	597.46	3,500.00	3,500.00	3,500.00
10-52-69	Office Supplies & Expense	81.26	364.75	500.00	500.00	500.00
10-52-85	Code Enforcement	4,197.71	2,252.39	4,000.00	4,000.00	4,000.00
10-52-90	County Recording Fees	508.00	668.00	4,000.00	4,000.00	4,000.00
Total COMMUNITY DEVELOPMENT:		430,620.69	480,553.33	568,300.00	569,569.00	569,237.00
ENGINEERING						
10-53-11	Salaries and Wages	60,102.96	100,275.92	93,431.00	93,735.00	101,255.00
10-53-13	Emp. Benefits & Retirement	23,251.83	39,162.58	45,983.00	46,127.00	47,941.00
10-53-21	Books, Subscrip. & Memberships	100.00	374.00	1,000.00	1,000.00	1,000.00
10-53-23	Travel, Education & Certificat	2,871.62	1,669.32	4,000.00	4,000.00	4,000.00
10-53-25	Equipment & Supplies	1,127.34	19,920.86	20,000.00	20,000.00	20,000.00
10-53-51	GIS	940.00	4,498.80	4,000.00	4,000.00	4,000.00
10-53-63	IT Support & Contracts	2,727.17	6,603.45	7,000.00	7,000.00	7,000.00
10-53-69	Office Supplies & Expense	.00	365.66	500.00	500.00	500.00
10-53-70	Engineering Services	954.25	5,574.50	22,000.00	22,000.00	22,000.00
Total ENGINEERING:		92,075.17	178,445.09	197,914.00	198,362.00	207,696.00
PUBLIC SAFETY & EMERGENCY PLAN						
10-54-11	Crossing Guards	59,092.86	89,131.64	163,944.00	163,944.00	181,948.00
10-54-13	Employee Benefits & Retirement	5,861.29	8,869.39	16,247.00	16,247.00	18,031.00
10-54-15	Crossing Guard Supplies/Equip.	1,680.94	2,264.47	2,000.00	2,000.00	2,000.00
10-54-62	Police Services	463,065.12	606,030.36	755,248.00	755,248.00	900,000.00
10-54-65	Narcotics Strike Force	9,647.44	9,647.44	9,700.00	9,700.00	9,700.00
10-54-71	Emergency Manager	.00	26,166.39	25,000.00	25,000.00	25,000.00
10-54-75	Hometown Security (EPRT)	.00	.00	4,000.00	4,000.00	4,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
Total PUBLIC SAFETY & EMERGENCY PLAN:		539,347.65	742,109.69	976,139.00	976,139.00	1,140,679.00
PARKS AND CEMETERY						
10-70-11	Salaries and Wages	101,081.80	161,184.13	252,346.00	253,338.00	330,761.00
10-70-13	Employee Benefits & Retirement	26,599.97	46,639.62	82,183.00	82,520.00	112,473.00
10-70-20	Uniforms	128.40	191.45	1,000.00	1,000.00	1,000.00
10-70-23	Training & Education	.00	.00	2,000.00	2,000.00	2,000.00
10-70-25	Equipment & Supplies	35,147.53	21,746.92	20,000.00	20,000.00	20,000.00
10-70-26	Building and Grounds	52,749.90	77,465.60	90,000.00	90,000.00	94,100.00
10-70-29	Park & Cemetery Lights	3,932.85	4,367.48	4,500.00	4,500.00	4,500.00
10-70-61	Misc. Services and Supplies	214.75	.10	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	.00	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	3,530.39	3,981.69	6,000.00	6,000.00	6,000.00
Total PARKS AND CEMETERY:		223,385.59	315,576.99	459,729.00	461,058.00	572,534.00
RECREATION						
10-71-11	Salaries and Wages	223,027.43	312,770.64	414,868.00	416,216.00	449,180.00
10-71-13	Employee Benefits & Retirement	72,003.23	117,162.76	188,094.00	188,681.00	195,547.00
10-71-20	Recreation Program Marketing	.00	737.76	1,000.00	1,000.00	1,000.00
10-71-23	Travel & Education	4,180.28	5,731.58	5,000.00	5,000.00	6,000.00
10-71-25	Equipment and Supplies	15,940.69	2,624.57	5,000.00	5,000.00	5,000.00
10-71-26	Building and Grounds	29.00	6,290.43	7,800.00	7,800.00	7,800.00
10-71-29	Facility Maintenance	.00	.00	.00	.00	5,000.00
10-71-30	Background Checks	1,314.55	1,765.35	2,000.00	2,000.00	2,000.00
10-71-50	Concessions Trailer	.00	.00	.00	3,000.00	3,000.00
10-71-60	Soccer	25,889.34	25,084.63	27,000.00	27,000.00	27,000.00
10-71-67	Junior Jazz	8,754.47	28,473.93	25,000.00	25,000.00	30,000.00
10-71-68	Football	25,706.63	26,129.06	35,000.00	35,000.00	35,000.00
10-71-69	Office Supplies & Expense	2,585.00	2,239.54	5,000.00	5,000.00	5,000.00
10-71-71	Baseball/Softball	30,013.99	51,000.24	31,000.00	31,000.00	31,000.00
10-71-73	Volleyball	2,337.30	5,717.30	5,500.00	5,500.00	6,000.00
10-71-76	Hockey	.00	.00	15,000.00	15,000.00	18,000.00
10-71-77	Flag Football	.00	.00	18,000.00	18,000.00	19,000.00
10-71-79	Archery	.00	.00	4,000.00	4,000.00	4,000.00
10-71-80	Senior Programs	12,443.10	8,482.61	11,000.00	11,000.00	11,000.00
Total RECREATION:		424,225.01	594,210.40	800,262.00	805,197.00	860,527.00
TRANSFERS, CONT. & OTHER USES						
10-90-63	Class C Trans. to Special Rev.	580,257.60	645,796.29	550,000.00	550,000.00	550,000.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	1,041,679.00	650,000.00	307,262.00	265,818.00	26,656.00
10-90-95	Transfer Out to CDRA	576,000.00	576,000.00	576,000.00	576,000.00	577,000.00
Total TRANSFERS, CONT. & OTHER USES:		2,197,936.60	1,871,796.29	1,433,262.00	1,391,818.00	1,153,656.00
GENERAL FUND Revenue Total:		5,091,491.26	6,006,555.24	6,256,223.00	6,256,223.00	6,457,223.00
GENERAL FUND Expenditure Total:		5,486,124.07	5,783,581.20	6,256,223.00	6,256,223.00	6,457,223.00
Total GENERAL FUND:		394,632.81-	222,974.04	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
SPECIAL REVENUE FUND						
DEVELOPMENT FEES						
45-30-57	Road Impact Fees	272,647.52	419,584.78	152,900.00	152,900.00	152,900.00
45-30-70	Park and Trails Impact Fees	411,750.34	786,950.00	623,086.00	623,086.00	1,008,086.00
45-30-75	North Davis Sewer Impact Fees	300,618.27	414,811.92	352,600.00	352,600.00	352,600.00
45-30-80	N.D. Fire Impact Fees	.00	.00	13,868.00	13,868.00	13,868.00
45-30-99	Beginning Balance	.00	.00	732,497.00	1,775,097.00	2,323,849.00
Total DEVELOPMENT FEES:		985,016.13	1,621,346.70	1,874,951.00	2,917,551.00	3,851,303.00
OTHER FINANCING SOURCES						
45-33-90	Transfer from Other Funds	580,257.60	645,796.29	550,000.00	550,000.00	550,000.00
45-33-93	Local Option Roads	208,079.04	220,151.37	1,000,000.00	1,000,000.00	1,000,000.00
Total OTHER FINANCING SOURCES:		788,336.64	865,947.66	1,550,000.00	1,550,000.00	1,550,000.00
CHARGES FOR SERVICES						
45-36-10	Interest Income	428,292.91	419,223.39	.00	.00	.00
Total CHARGES FOR SERVICES:		428,292.91	419,223.39	.00	.00	.00
SPECIAL FUND PROJECTS						
45-51-15	Parks/Trails Impact Fee Proj.	.00	.00	385,000.00	765,000.00	425,000.00
45-51-71	Roads/Ped. Walkways Impact Fee	4,515.00	209,837.59	500,000.00	1,162,600.00	2,820,723.00
45-51-80	N.D. Sewer Impact Fees	301,541.01	406,929.86	352,600.00	352,600.00	352,600.00
45-51-85	N.D. Fire Impact Fees	.00	.00	13,868.00	13,868.00	13,868.00
45-51-93	Local Option Roads	47,379.37	184,579.67	1,000,000.00	1,000,000.00	1,000,000.00
45-51-95	Class C Road Expenditures	410,925.49	1,070,816.55	1,151,020.00	1,151,020.00	766,649.00
45-51-97	Road & Sidewalk Grant Projects	.00	.00	22,463.00	22,463.00	22,463.00
Total SPECIAL FUND PROJECTS:		764,360.87	1,872,163.67	3,424,951.00	4,467,551.00	5,401,303.00
SPECIAL REVENUE FUND Revenue Total:		2,201,645.68	2,906,517.75	3,424,951.00	4,467,551.00	5,401,303.00
SPECIAL REVENUE FUND Expenditure Total:		764,360.87	1,872,163.67	3,424,951.00	4,467,551.00	5,401,303.00
Total SPECIAL REVENUE FUND:		1,437,284.81	1,034,354.08	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
CAPITAL PROJECTS FUND						
REVENUE						
48-30-37	Intergovernmental Revenues	.00	247,343.67	.00	.00	.00
48-30-39	Misc. revenue	28.00	.00	.00	.00	.00
48-30-45	Cemetery Permit & Perpet. Care	59,865.00	20,700.00	223,062.00	223,062.00	223,062.00
48-30-90	Beginning Balance	.00	.00	3,456,375.00	3,034,819.00	5,694,531.00
Total REVENUE:		59,893.00	268,043.67	3,679,437.00	3,257,881.00	5,917,593.00
OTHER FINANCING SOURCES						
48-33-10	Transfer from General Fund	1,041,679.00	650,000.00	344,262.00	265,818.00	26,656.00
48-33-25	Grants	.00	.00	9,000,000.00	9,000,000.00	9,000,000.00
48-33-35	Interest	286,277.54	282,740.84	.00	.00	.00
48-33-55	Transfer from Water Fund	.00	.00	.00	500,000.00	.00
Total OTHER FINANCING SOURCES:		1,327,956.54	932,740.84	9,344,262.00	9,765,818.00	9,026,656.00
CAP. PROJ. FUND FINANCING USES						
48-51-15	Buildings	46,342.25	2,380.14	278,581.00	278,581.00	176,020.00
48-51-20	Road Projects	135,947.00	259,461.88	10,442,585.00	10,442,585.00	12,260,390.00
48-51-25	Park Improvement Projects	110,910.44	37,192.52	1,117,048.00	1,117,048.00	1,180,125.00
48-51-43	Capital Equipment Replacement	12,632.10	82,270.55	93,912.00	93,912.00	51,942.00
48-51-44	Vehicle Replacement	46,012.81	.00	158,991.00	158,991.00	199,027.00
48-51-53	5 Year CIP	12,704.00	7,735.00	709,520.00	709,520.00	818,196.00
48-51-70	Cemetery Perpetual Care	.00	.00	223,062.00	223,062.00	258,549.00
Total CAP. PROJ. FUND FINANCING USES:		364,548.60	389,040.09	13,023,699.00	13,023,699.00	14,944,249.00
CAPITAL PROJECTS FUND Revenue Total:		1,387,849.54	1,200,784.51	13,023,699.00	13,023,699.00	14,944,249.00
CAPITAL PROJECTS FUND Expenditure Total:		364,548.60	389,040.09	13,023,699.00	13,023,699.00	14,944,249.00
Total CAPITAL PROJECTS FUND:		1,023,300.94	811,744.42	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
WASTE FUND						
OPERATING REVENUE						
51-37-17	Penalties	802.15	980.00	500.00	500.00	1,500.00
51-37-26	Sewer Fees	1,303,462.28	1,357,531.01	1,300,000.00	1,300,000.00	1,400,000.00
51-37-50	Garbage Collection Fees	756,663.61	801,091.83	1,150,000.00	1,150,000.00	800,000.00
51-37-60	Greenwaste Collection Fees	128,989.57	132,993.10	130,000.00	130,000.00	135,000.00
51-37-70	Recycle Collection Fees	168,417.99	176,651.21	170,000.00	170,000.00	180,000.00
Total OPERATING REVENUE:		2,358,335.60	2,469,247.15	2,750,500.00	2,750,500.00	2,516,500.00
OTHER FINANCING SOURCES						
51-38-05	Sewer Impact Fees	64,827.70	107,888.59	82,700.00	82,700.00	82,700.00
51-38-15	Can Purchase	15,470.00	25,340.00	17,000.00	17,000.00	25,000.00
51-38-65	ARPA NEU Davis County	4,851,871.91	10,660,926.00	25,000,000.00	25,000,000.00	25,000,000.00
51-38-80	Interest Earnings	46,760.57	9,524.09	10,000.00	10,000.00	10,000.00
51-38-91	DEVELOPER CONTRIBUTIONS	178,216.97	513,684.00	.00	.00	.00
51-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		5,157,147.15	11,317,362.68	25,129,700.00	25,129,700.00	25,137,700.00
TRANSFERS						
51-39-95	Beginning Fund Balance	.00	.00	104,235.00	147,382.00	278,949.00
51-39-96	Sewer Impact Fee Balance	.00	.00	77,875.00	77,875.00	77,875.00
Total TRANSFERS:		.00	.00	182,110.00	225,257.00	356,824.00
PRIMARY OPERATING EXPENSES						
51-81-11	Salaries and Wages	225,534.57	234,265.43	285,697.00	286,685.00	329,433.00
51-81-13	Benefits and Bonus	105,247.70	114,058.99	152,868.00	153,397.00	176,255.00
51-81-15	On call pay	690.00	208.12	850.00	850.00	850.00
51-81-20	Overtime	197.56	261.30	2,000.00	2,000.00	2,000.00
51-81-27	Lift Stations	2,846.88	7,696.67	10,900.00	10,900.00	23,000.00
51-81-42	Garbage	692,299.86	658,596.74	600,000.00	600,000.00	600,000.00
51-81-43	Greenwaste	115,262.80	128,727.44	113,000.00	113,000.00	113,000.00
51-81-44	Recycling	159,358.02	171,875.24	138,000.00	138,000.00	138,000.00
51-81-49	Sewer Collection and Disposal	1,072,060.02	1,012,619.94	1,068,000.00	1,068,000.00	1,068,000.00
51-81-55	Sewer Maintenance and Repair	44,848.05	29,643.97	33,620.00	33,620.00	65,000.00
51-81-63	IT Support & Contracts	15,888.82	23,145.59	21,800.00	21,800.00	21,800.00
51-81-65	Utility Refunds	.00	.00	1,500.00	1,500.00	1,500.00
Total PRIMARY OPERATING EXPENSES:		2,434,234.28	2,381,099.43	2,428,235.00	2,429,752.00	2,538,838.00
MATERIALS AND SUPPLIES						
51-82-24	Utility Bills - Postage/Equip.	11,471.10	11,088.15	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	68,633.00	43,442.50	45,000.00	45,000.00	45,000.00
51-82-60	Travel and Education	814.00	1,134.00	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	.00	.00	1,000.00	1,000.00	1,000.00
Total MATERIALS AND SUPPLIES:		80,918.10	55,664.65	58,500.00	58,500.00	58,500.00
WASTE - OTHER EXPENSES						
51-84-05	Sewer Impact Fee Projects	.00	14,448.00	33,858.00	75,488.00	25,000.00
51-84-20	Risk Management	6,293.98	6,027.21	10,000.00	10,000.00	10,000.00
51-84-30	Depreciation	157,038.43	168,237.80	85,000.00	85,000.00	85,000.00
51-84-35	Credit Card Processing Fees	20,835.74	25,148.55	8,100.00	8,100.00	8,100.00
51-84-39	Auditor & Accounting Support	5,860.00	5,560.00	6,000.00	6,000.00	6,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
51-84-44	Vehicle Replacement	2,270.20	.00	42,754.00	42,754.00	42,754.00
51-84-81	IT	2,600.00	600.00	3,000.00	3,000.00	6,000.00
51-84-82	ARPA Davis County Sewer Proj	.00	.01	25,000,000.00	25,000,000.00	25,000,000.00
51-84-83	Capital Improvements	2,357.82	6,600.00	347,863.00	347,863.00	191,832.00
51-84-84	Blue Stakes	772.50	626.44	1,000.00	1,000.00	1,000.00
51-84-90	Fleet	6,164.86	5,849.83	8,000.00	8,000.00	8,000.00
51-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total WASTE - OTHER EXPENSES:		213,933.53	238,618.44	25,555,575.00	25,597,205.00	25,393,686.00
TRANSFERS & CONTINGENCIES						
51-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	20,000.00	20,000.00
WASTE FUND Revenue Total:		7,515,482.75	13,786,609.83	28,062,310.00	28,105,457.00	28,011,024.00
WASTE FUND Expenditure Total:		2,729,085.91	2,675,382.52	28,062,310.00	28,105,457.00	28,011,024.00
Total WASTE FUND:		4,786,396.84	11,111,227.31	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
WATER FUND						
OPERATING REVENUE						
55-37-11	Metered Water Sales	852,442.51	879,883.97	850,000.00	850,000.00	875,000.00
55-37-13	Secondary Water Sales	1,156,128.71	1,175,580.14	1,200,000.00	1,200,000.00	1,200,000.00
55-37-14	Connection Fees - Water	14,900.00	29,150.00	11,500.00	11,500.00	14,000.00
55-37-17	Penalties	721.94	882.00	500.00	500.00	500.00
Total OPERATING REVENUE:		2,024,193.16	2,085,496.11	2,062,000.00	2,062,000.00	2,089,500.00
OTHER FINANCING SOURCES						
55-38-05	Water Impact Fees	44,912.56	87,570.00	36,696.00	36,696.00	36,696.00
55-38-20	Gain/Loss on Capital Assets	6,265.32	.00	.00	.00	.00
55-38-55	Miscellaneous Revenue	4,911.20	4,900.00	.00	.00	.00
55-38-80	Interest Earnings	146,945.89	115,205.40	20,000.00	20,000.00	20,000.00
55-38-91	DEVELOPER CONTRIBUTIONS	83,651.46	1,001,257.00	.00	.00	.00
55-38-95	Fund Reserves	.00	.00	745,769.00	1,328,881.00	746,010.00
55-38-96	Water Impact Fee Balance	.00	.00	291,531.00	291,531.00	291,531.00
55-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		274,155.79	1,208,932.40	1,113,996.00	1,697,108.00	1,114,237.00
PRIMARY OPERATING EXPENSES						
55-81-11	Salaries and Wages	260,240.28	265,345.14	333,894.00	335,097.00	401,052.00
55-81-13	Benefits and Bonus	122,201.85	131,389.00	177,404.00	178,038.00	211,412.00
55-81-15	On call pay	1,380.00	416.04	1,700.00	1,700.00	1,700.00
55-81-20	Overtime	3,003.51	929.85	4,000.00	4,000.00	4,000.00
55-81-28	Wells & Water Tank Power	7,483.35	8,252.73	9,000.00	9,000.00	9,000.00
55-81-35	Hooper Water District	.00	50.00	500.00	500.00	500.00
55-81-41	Water Maintenance	17,534.33	23,768.07	28,620.00	28,620.00	28,620.00
55-81-42	Water Sample Testing	1,943.47	4,607.00	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	1,026,597.27	1,137,943.14	1,200,000.00	1,200,000.00	1,200,000.00
55-81-45	Registration & Other Expenses	.00	.00	500.00	500.00	500.00
55-81-60	Travel and Education	4,255.51	3,874.92	4,140.00	4,140.00	6,140.00
55-81-63	IT Support & Contracts	15,897.43	19,783.99	25,800.00	25,800.00	25,800.00
Total PRIMARY OPERATING EXPENSES:		1,460,537.00	1,596,359.88	1,790,558.00	1,792,395.00	1,893,724.00
WATER - MATERIALS AND SUPPLIES						
55-82-24	Utility Bills - Postage/Equip	11,471.11	11,642.11	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	.00	.00	750.00	750.00	750.00
55-82-50	Water Meters	114,583.47	68,427.00	125,000.00	125,000.00	125,000.00
Total WATER - MATERIALS AND SUPPLIES:		126,054.58	80,069.11	134,000.00	134,000.00	134,000.00
WATER - OTHER EXPENSES						
55-84-05	Water System Impact Fee Proj.	.00	.00	574,753.00	574,753.00	452,021.00
55-84-20	Risk Management	5,874.41	5,625.40	10,000.00	10,000.00	10,000.00
55-84-30	Depreciation	160,975.74	179,931.52	80,000.00	80,000.00	80,000.00
55-84-33	Capital Projects & Expenditure	7,245.17	15,043.49	166,801.00	248,076.00	172,028.00
55-84-35	Credit Card Processing Fees	22,289.43	26,903.09	8,800.00	8,800.00	8,800.00
55-84-38	Auditor & Accounting Support	5,860.00	5,560.00	6,000.00	6,000.00	6,000.00
55-84-40	Water Purchase - Weber Basin	226,918.00	126,122.50	288,474.00	288,474.00	328,930.00
55-84-44	Vehicle Replacement	1,026.96	.00	47,110.00	47,110.00	48,734.00
55-84-82	Blue Stakes	2,352.58	2,285.44	2,500.00	2,500.00	2,500.00
55-84-83	IT	3,200.00	1,200.00	2,000.00	2,000.00	2,000.00
55-84-85	Engineering Studies & Planning	.00	.00	20,000.00	20,000.00	20,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
55-84-90	Fleet	10,788.54	10,097.33	15,000.00	15,000.00	15,000.00
55-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total WATER - OTHER EXPENSES:		456,270.83	378,289.37	1,231,438.00	1,312,713.00	1,156,013.00
TRANSFERS & CONTINGENCIES						
55-90-48	Transfer to Capital Projects	.00	.00	.00	500,000.00	.00
55-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	520,000.00	20,000.00
WATER FUND Revenue Total:		2,298,348.95	3,294,428.51	3,175,996.00	3,759,108.00	3,203,737.00
WATER FUND Expenditure Total:		2,042,862.41	2,054,718.36	3,175,996.00	3,759,108.00	3,203,737.00
Total WATER FUND:		255,486.54	1,239,710.15	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
STORM WATER UTILITY FUND						
OPERATING REVENUE						
58-37-11	Storm Sys. Maint. & Const. Fee	215,796.46	221,760.59	215,000.00	215,000.00	230,000.00
58-37-14	Grant	.00	.00	.00	1,000,000.00	1,000,000.00
58-37-17	Penalties	80.22	98.00	150.00	150.00	100.00
58-37-90	Fund Balance	.00	.00	18,315.00	68,934.00	26,925.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	74,288.00	1,074,288.00	1,074,288.00
Total OPERATING REVENUE:		215,876.68	221,858.59	307,753.00	2,358,372.00	2,331,313.00
OTHER FINANCING SOURCES						
58-38-05	Storm Water Impact Fees	112,994.63	182,506.50	105,100.00	105,100.00	105,100.00
58-38-70	Interest Earnings	106,437.60	91,260.80	20,000.00	20,000.00	20,000.00
58-38-91	DEVELOPER CONTRIBUTIONS	313,219.25	383,451.00	.00	.00	.00
58-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		532,651.48	657,218.30	145,100.00	145,100.00	145,100.00
PRIMARY OPERATING EXPENSES						
58-81-11	Salaries and Wages	86,782.17	100,210.76	113,826.00	114,236.00	136,828.00
58-81-13	Benefits	43,071.52	45,767.35	59,822.00	60,031.00	69,581.00
58-81-27	Storm Sys. Maint. & Repair	18,838.38	13,822.43	23,620.00	23,620.00	43,620.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	2,907.22	3,509.08	1,100.00	1,100.00	1,100.00
58-81-40	Sweeping & Preventative Care	23,396.36	14,834.05	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	5.79	1,938.97	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	.00	.00	5,000.00	5,000.00	5,000.00
Total PRIMARY OPERATING EXPENSES:		175,001.44	180,082.64	227,868.00	228,487.00	280,629.00
STORM WTR UTILITY - OTHER EXP.						
58-84-05	Storm System Impact Fee Proj.	3,617.50	.00	.00	1,000,000.00	946,593.00
58-84-20	Risk Management	2,097.98	2,009.09	3,500.00	3,500.00	3,500.00
58-84-30	Depreciation	183,179.38	199,148.52	64,000.00	64,000.00	64,000.00
58-84-38	Auditor & Accounting Support	1,465.00	1,390.00	1,500.00	1,500.00	1,500.00
58-84-44	Vehicle Replacement	988.80	.00	83,485.00	83,485.00	83,485.00
58-84-83	Capital Projects	.00	.00	40,000.00	1,090,000.00	1,064,206.00
58-84-90	Fleet Expense	1,541.24	1,490.46	2,500.00	2,500.00	2,500.00
58-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total STORM WTR UTILITY - OTHER EXP.:		202,629.90	209,558.67	204,985.00	2,254,985.00	2,175,784.00
STORM WTR UTILITY - OTHER EXP.						
58-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total STORM WTR UTILITY - OTHER EXP.:		.00	.00	20,000.00	20,000.00	20,000.00
STORM WATER UTILITY FUND Revenue Total:		748,528.16	879,076.89	452,853.00	2,503,472.00	2,476,413.00
STORM WATER UTILITY FUND Expenditure Total:		377,631.34	389,641.31	452,853.00	2,503,472.00	2,476,413.00
Total STORM WATER UTILITY FUND:		370,896.82	489,435.58	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
DEBT SERVICE						
MISCELLANEOUS REVENUE						
70-36-10	Interest Earnings	651.28	567.90	.00	.00	.00
Total MISCELLANEOUS REVENUE:		651.28	567.90	.00	.00	.00
DEBT SERVICE Revenue Total:		651.28	567.90	.00	.00	.00
Total DEBT SERVICE:		651.28	567.90	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
CDRA FUND						
REVENUE						
85-31-08	Interfund Loan	576,000.00	576,000.00	576,000.00	576,000.00	577,000.00
85-31-10	Property Tax Increment	222,630.00	222,145.00	140,000.00	140,000.00	220,000.00
Total REVENUE:		798,630.00	798,145.00	716,000.00	716,000.00	797,000.00
REVENUE						
85-38-80	Interest Earnings	7,853.15	7,651.54	.00	.00	.00
Total REVENUE:		7,853.15	7,651.54	.00	.00	.00
EXPENDITURES						
85-44-65	Long-term Debt Expense	399,000.00	419,000.00	439,000.00	439,000.00	322,000.00
85-44-66	Transfers Out	.00	.00	.00	.00	220,000.00
Total EXPENDITURES:		399,000.00	419,000.00	439,000.00	439,000.00	542,000.00
EXPENDITURES						
85-84-15	Interest Expense	313,741.60	294,952.45	277,000.00	277,000.00	255,000.00
Total EXPENDITURES:		313,741.60	294,952.45	277,000.00	277,000.00	255,000.00
CDRA FUND Revenue Total:		806,483.15	805,796.54	716,000.00	716,000.00	797,000.00
CDRA FUND Expenditure Total:		712,741.60	713,952.45	716,000.00	716,000.00	797,000.00
Total CDRA FUND:		93,741.55	91,844.09	.00	.00	.00
Grand Totals:		7,573,125.97	15,001,857.57	.00	.00	.00

CITY COUNCIL STAFF REPORT

Subject: Law Enforcement Contract Amendment #7
Author: Kyle Laws
Department: Executive
Meeting Date: May 19, 2026



Background

West Point City has contracts with Davis County for law enforcement services through the Davis County Sheriff's Office (DCSO). In 2022 we negotiated new terms to the contract that included a new Costing Methodology and a plan to bring us up to the full cost of law enforcement services. Davis County agreed to give us 4 years to reach that cost and our discount decreases each year. We agreed to a plan that includes 1 deputy covering our city 24/7.

Analysis

Current Status

Each year we must amend the contract to specify the new cost for the upcoming fiscal year. Our current contract will officially expire on June 30, 2026. In the last contract amendment (for the current fiscal year) the City is paying \$755,195.23 annually, which is a 15% discount. The new rate does not have a discount, is the full contract amount, and totals \$899,126.56 annually, which equates to a budget increase of \$143,931.33.

What we get from DCSO

It is difficult to mention every benefit we receive from our contract and relationship with DCSO. We typically only discuss the contract price and active patrol hours. But we do get so much more than active patrol. Some of the frequently unmentioned services we receive include:

- Detective follow ups
- School Resource Officers
- Evidence collection and storage
- Crime Scene Investigation and other investigations
- Crime Lab
- Mobile Command Center
- SWAT
- Assistance at our City Celebration with traffic control, presence at the park, etc.
- Support during other City events and activities
- HR issues with contracts, hiring/terminating officers, discipline, etc.
- Constant ability to backfill for vacations, medical leave, etc.

This is not an all-inclusive list and some of these services take many hours of work that are not specifically accounted for in our contract.

Amendment #7 to the Interlocal Agreement

The County has provided a spreadsheet that breaks down all of the costs they believe are related to providing officers for active patrol. The Costing Methodology is explained in the attached agreement. The agreement states that the full cost to provide the agreed upon service is \$899,126.56. The table below is from the original negotiations and shows the percentage we agreed to pay each year. This table is not updated each year, and as you can see in the FY2027 row, we were expecting to pay almost \$50,000 more than what we are. This is because the contract is based on actual costs and fluctuates only as needed. Initially (in the table below) there was a 3% annual increase. As this was discussed further, back in 2022, the 3% increase was eliminated and instead we agreed to meet annually in January to discuss the cost increases and County budget for the upcoming budget year. The City has benefitted greatly from this change. One other item to note in the table below, is that the Contract amount is now at 100% of Cost and we are no longer receiving a discount. We are grateful to the County for allowing us 4 years to reach the full contract amount.

5 Deputies	Cost	Contract Amount	% of Cost	% Increase	Increase per Year
FY2023	\$841,936.55	\$ 278,808.00	33%		
FY2024	\$ 867,194.65	\$ 476,957.06	55%	22%	\$ 198,149.06
FY2025	\$ 893,210.49	\$ 625,247.34	70%	15%	\$ 148,290.28
FY2026	\$ 920,006.80	\$ 782,005.78	85%	15%	\$ 156,758.44
FY2027	\$ 947,607.00	\$ 947,607.00	100%	15%	\$ 165,601.22
FY2028	\$ 976,035.21	\$ 976,035.21	100%	0%	\$ 28,428.21

*This table is not updated each year, but is provided to show the agreed upon method of determining the amount we pay each year.

Table explanations:

The Cost column is the full cost of the contract (where we should be in today’s dollars).

The Contract Amount is the total amount we would pay based on the calculations.

The % of Cost means the percentage we pay that particular year compared to the full Cost of where we should be.

The % Increase shows the percentage increase to the % of Cost to try and equalize the increase per year.

The Increase per Year is the new amount that would need to be budgeted each year.

As we have shown and discussed previously, these are some very significant costs, but this is still the most cost effective way of providing this service to our residents. As we get into the budget, it is important to keep these costs in mind, particularly when determining our property tax rate.

Recommendation

Staff recommends approving Amendment #7 to the Interlocal Agreement, by Resolution.

Significant Impacts

This has very significant financial impacts to the City’s budget, but is a necessary service to the community. Maintaining our current property tax rate (in the event that it decreases with the certified rate) is an important consideration for the City Council.

Attachments

- Resolution
- Amendment #7

RESOLUTION NO. 05-19-2026C

**A RESOLUTION APPROVING AND ADOPTING
AMENDMENT NO. 7 TO THE
LAW ENFORCEMENT SERVICES AGREEMENT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, West Point City (“City”) and Davis County (“County”) entered into a Law Enforcement Services Agreement (“Agreement”) dated September 12, 2019 identified in the County Records on contract number 2019-488; and,

WHEREAS, the City and the County now desire to amend said Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST POINTY CITY, UTAH, as follows:

SECTION ONE: APPROVAL OF AMENDMENT NO. 7

Amendment No. 7 to Law Enforcement Services Agreement as attached hereto and made a part of this Resolution is hereby approved.

SECTION TWO: EXECUTION BY CITY

The Mayor and City Recorder are hereby authorized and directed to execute said Amendment No. 7 to Law Enforcement Services Agreement for and on behalf of West Point City.

SECTION THREE: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 19th day of May 2026.

ATTEST:

WEST POINT CITY,
Municipal Corporation

CASEY ARNOLD
City Recorder

BRIAN VINCENT
Mayor

**AMENDMENT NO. 7 TO INTERLOCAL COOPERATION
AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This Amendment No. 7 to Interlocal Cooperation Agreement for Law Enforcement Services (this "Amendment") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah ("County"), and West Point City, a municipal corporation, body politic, and political subdivision of the State of Utah ("City"). The County and the City may be referred to collectively as the "Parties" in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Agreement for Law Enforcement Services, dated September 17, 2019 by the County, and identified in the County's records as Contract Number 2019-488 (the "Agreement").

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

The Parties therefore agree as follows:

1. Section 2, Subsection a of the Agreement is omitted and replaced with the following:
 - 2.a. Beginning July 1, 2019 and continuing through June 30, 2021, the City shall pay the County \$21,900.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2021 and continuing through June 30, 2022, the City shall pay the County \$22,557.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2022 and continuing through June 30, 2023, the City shall pay the County \$23,234.00 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2023 and continuing through June 30, 2024, the City shall pay the County \$38,588.76 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2024 and continuing through June 30, 2025, the City shall pay the County \$50,502.53 monthly for the law enforcement services required under this Agreement. Beginning July 1, 2025 and continuing through June 30, 2026, the City shall pay the County \$62,932.94 monthly for the law enforcement services required under this Agreement. The City shall pay each of its monthly payment obligations to the County from July 1, 2019 through June 30, 2026 within 30 days from the date that the County sends an invoice to the City for payment of such services.

Costing Methodology. For all of the following provisions in this subsection, the City shall pay the County an amount equal to the cost per patrol unit multiplied by the number of patrol units performing services under this Agreement. The cost per patrol unit is calculated by adding each of the following ("Cost per Patrol Unit"):

- 1) The average patrol personnel cost, which is calculated by taking the approved position control numbers ("APCNs") in the County's annual budget for the Davis County Sheriff's Office, Patrol Division, totaling all wages/salaries, benefits, allowances, and taxes paid to or on behalf of these APCNs, and dividing that amount by the total number of APCNs (the "Average Patrol Personnel Cost");
- 2) The average operations cost per sheriff's deputy, which is calculated by taking the operation costs that are assigned to the Davis County Sheriff's Office and designated as Davis County Sheriff's Office, Patrol Division costs and dividing that amount by the total number of APCNs;
- 3) The average annual cost capital/vehicles, which is calculated by taking the annual budgeted amount of a replacement vehicle plus the annual budgeted amount for equipment assigned to the replacement vehicle and dividing it by four for the expected years of service of the vehicle; and
- 4) The average annual allocations per deputy, which is calculated by taking the cost per Davis County Employee General Liability insurance plus the cost per vehicle liability insurance.

The County prepared a budget in early 2026 based on the Costing Methodology above that established the costs at \$899,126.56 for the County to provide law enforcement services to the City in the City's fiscal year 2027 (July 1, 2026 through June 30, 2027). The City, therefore, shall pay the County

\$899,126.56 for the County's law enforcement services during the City's fiscal year 2027, which equals \$224,781.64 quarterly. The City shall pay each of its quarterly payment obligations to the County for the City's fiscal year 2027 within 30 days from the date that the County sends an invoice to the City for payment of such services.

2. Section 6 of the Agreement is omitted and replaced with the following:
 6. The term of this Agreement shall begin as of July 1, 2019, and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2027 (the "Term").
 3. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
 4. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
 5. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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

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



Subject: 3500 West Sidewalk/Crosswalk
Author: Boyd Davis
Department: Engineering
Meeting Date: May 19, 2026

Background

At the City Council Visioning Session, the Council asked staff to begin the process of constructing a sidewalk along 3500 W from 800 N to Loy Blake Park to provide a safe walking route for school children. Since that time the city has received a grant to pay for widening the road and installing curb, gutter, and sidewalk, however the grant will not be available for five years. Staff would like to have a discussion with the Council about the timing of the sidewalk and the crosswalk on 800 N.

Analysis

If the sidewalk were to be constructed today, it will need to be placed in a temporary location. The road is not wide enough and there are other obstructions that would prevent the sidewalk from being placed in a permanent location. Even if the sidewalk were constructed in the correct horizontal location, it is very unlikely that it will match the vertical elevation of the future curb and gutter. Therefore, if it is desired to construct the sidewalk now, it should be assumed that the sidewalk is temporary and will need to be removed in five years when the full road is constructed. The cost of the temporary sidewalk would be around \$40-50K and could be paid from the Local Option Transportation funds.

The sidewalk could be placed on either side of the road, but it has been suggested that the sidewalk be placed on the west side to eliminate the need of crossing the road twice. The west side lines up with the existing sidewalk in front the park and would be continuous from 800 N to 550 N. There are power poles on the west side that make it tight, but it does appear that there is just enough room for a sidewalk to be placed between the asphalt and the power poles. This is not ideal, but there is very little traffic on this road and could be acceptable. To increase safety, the road could be striped with a white line on that side of the road signaling cars to say clear of the sidewalk. Also, reflective candlestick cones, like the ones placed on 4500 W, could be installed to help protect the sidewalk.

In addition to the sidewalk, a school crosswalk is needed at 800 N 3500 W. We have done a recent count and this location does warrant a crosswalk, a reduced speed zone, and an adult crossing guard. The standard requires 10 children crossing and at least 50 cars within an hour. We counted nearly 200 cars and 12 kids, with the potential for more kids if the crosswalk were installed. Staff has made a budget request to pay for the installation before next school year. This crosswalk should be installed whether or not the sidewalk is installed due to the more significant safety concern.

Recommendation

Staff recommends the crosswalk be installed. Staff would like direction from the Council regarding the timing of the sidewalk.

Significant Impacts

The temporary sidewalk could cost as much as \$50K that would be removed within 5 years.

Attachments

None

RESOLUTION NO. 05-19-2026A

**A RESOLUTION APPROVING THE APPOINTMENT OF THE
LAND USE APPEAL AUTHORITY FOR WEST POINT CITY**

WHEREAS, the City Council of West Point City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, under Utah Code §10-20-1101, the City must establish a land use appeal authority; and

WHEREAS, West Point City Code §17.20.040 establishes the required appeal authority and dictates that it shall be appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Mayor now desires to appoint, and the City Council desires to approve, an individual to serve as the City's land use appeal authority.

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

1. Appeal Authority Appointment.

***** is hereby appointed to serve as the Appeal Authority for West Point City for a term of two years, effective May 19, 2026 and ending May 30, 2028.

2. Powers and Duties.

The Appeal Authority shall hear and decide all matters assigned to the appeal authority under applicable Utah law and West Point City Code. Such duties shall be performed in accordance with the applicable processes, procedures, standards, and requirements established by state law, City Code, and other applicable law.

PASSED AND ADOPTED this 19th day of May, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT



Subject: CDBG Interlocal Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: May 19, 2026

Background

The Community Development Block Grant program (CDBG) has been administered through Davis County since 2010. West Point City has participated in the program and has received funding for various projects over the years. The most recent project funded through the program was the retaining wall and sidewalk at 300 N 4000 W.

The County is in the process of renewing the program through the US Dept of Housing and Urban Development (HUD). In order for the City to participate in the program, we must enter into an interlocal agreement with the County.

Analysis

A copy of the interlocal agreement is attached to this report. It has been reviewed by staff and is also being reviewed by the city attorney. Below is a summary of the agreement:

- Through the agreement the City is considered part of the County for the CDBG qualification purposes.
- The agreement is for 3 years.
- During that period the City must apply through the County for grants and may not apply through the State.
- The City may also receive HOME and ESG funds. (however, it is unlikely that the City will receive any of those funds. The City has never qualified for those)
- The City agrees to abide by all federal regulations in connection with the CDBG program.

In past years, the program was run by the State, and it was much more difficult to receive grants because it was more competitive. By having the program administered by the County, there will be less competition for the funds.

Recommendation

Staff recommends approval of the interlocal agreement by resolution.

Significant Impacts

None

Attachments

Resolution
Interlocal Agreement

RESOLUTION 05-19-2026B

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST POINT CITY AND DAVIS COUNTY RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

WHEREAS, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, in accordance with the terms and conditions of the Act, Davis County and West Point City desire to cooperate with regards to the Community Development Block Grant (CDBG) as more particularly described in the Interlocal Cooperation Agreement between West Point City and Davis County (the “Interlocal Cooperation Agreement”), which is attached hereto as Exhibit A; and

WHEREAS, Davis County and West Point City have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the legislative body of West Point City, Utah as follows:

1. The Interlocal Cooperation Agreement is approved by the legislative body of West Point City, Utah; and
2. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and

3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of May, 2026

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

Approved as to Form:

City Attorney

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028 AND 2029

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of West Point, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

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

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.

- B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
- 3. The period covered by this Agreement is federal fiscal years 2027, 2028, and 2029 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2026 and will remain in effect through the later of September 30, 2029, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
- 4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
- 5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152
 - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.
 - C. Comply by signing the assurances and certifications in the HUD 424-B
 - D. Comply with all other applicable laws; and
 - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.

6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.
7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> West Point Attn: Kyle Laws 3200 W 300 N West Point, UT 84015	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings

between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

DAVIS COUNTY, UTAH

John Crofts, Chair
Board of Davis County Commissioners
Dated:_____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated:_____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Bret James
Davis County Civil Attorney
Dated:_____

SIGNATURE PAGE FOR THE CITY OF _____, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF _____, UTAH

Bryan Vincent

Mayor

Dated: _____

ATTEST:

Casey Arnold

City Recorder

Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Felshaw King

Attorney for the City of WEST POINT

Dated: _____

CITY COUNCIL STAFF REPORT

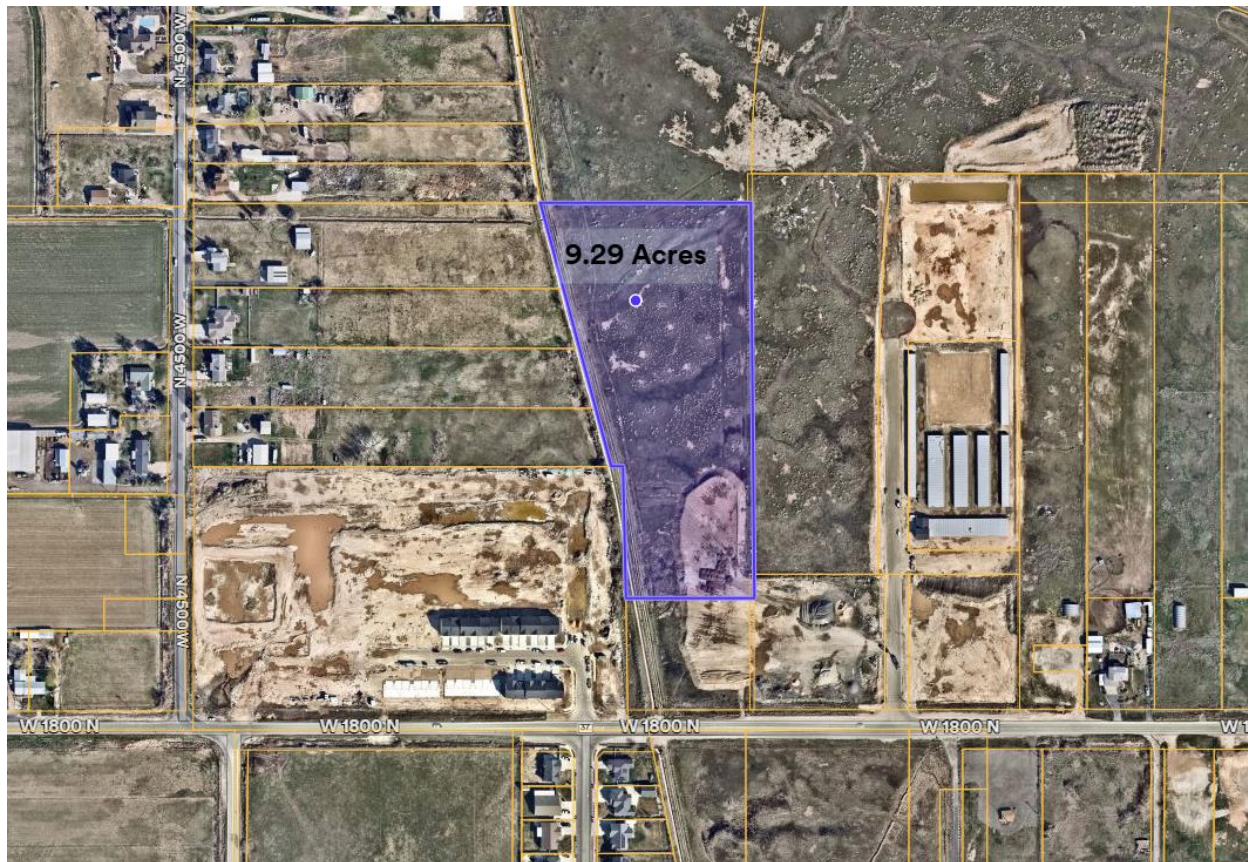


Subject: Development Agreement & Rezone A-40 to R-4
1800 N 4300 W
Author: Bryn MacDonald
Department: Community Development
Date: May 19, 2026

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 represented by Nilson Homes. A new concept plan was presented to the City Council on February 17, 2026. The Council held a public hearing for the rezone 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 for the rezone on March 3, 2026. The Council can now approve, deny, or modify the rezone request.

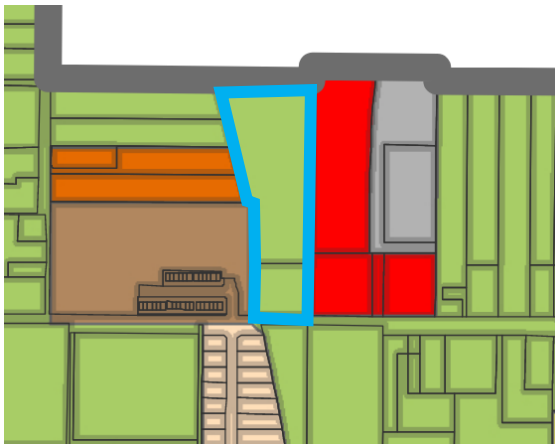
The applicant is also proposing a development agreement. Since the agreement grants exceptions to the zoning ordinance, it also requires a public hearing. The Planning Commission is having a public hearing on May 14, 2026. They will forward a recommendation to the City Council who will then hold a public hearing and can approve, deny, or modify the development agreement.

Analysis

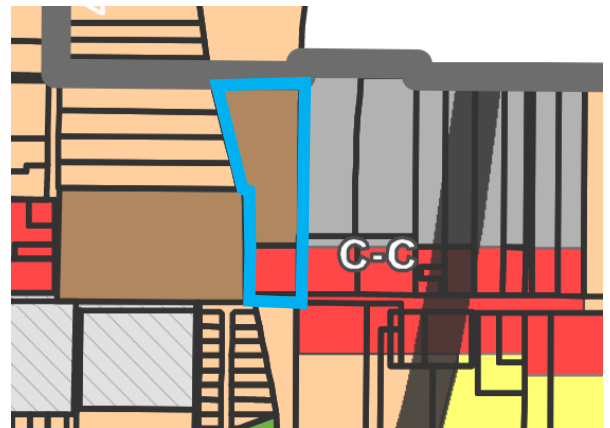
The request is to rezone parcel 14-038-0061 (9.29 acres) from A-40 to R-4 residential (8 units/acre). The application was originally submitted in 2022. The applicant is entitled to be vested in the code and general plan in place at the time of application. The request for R-4 (8 units per acre) complies 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.

Current Zoning



Vested General Plan



The applicant has submitted a conceptual design showing access onto 1800 North through the Salt Grass development. A second access will be provided to 4500 North through the Weaver parcel. 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 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 (calculated at 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 26 single family homes and 28 townhome units. The 54 units equates to a density of 5.8 units per acre.

Development Agreement

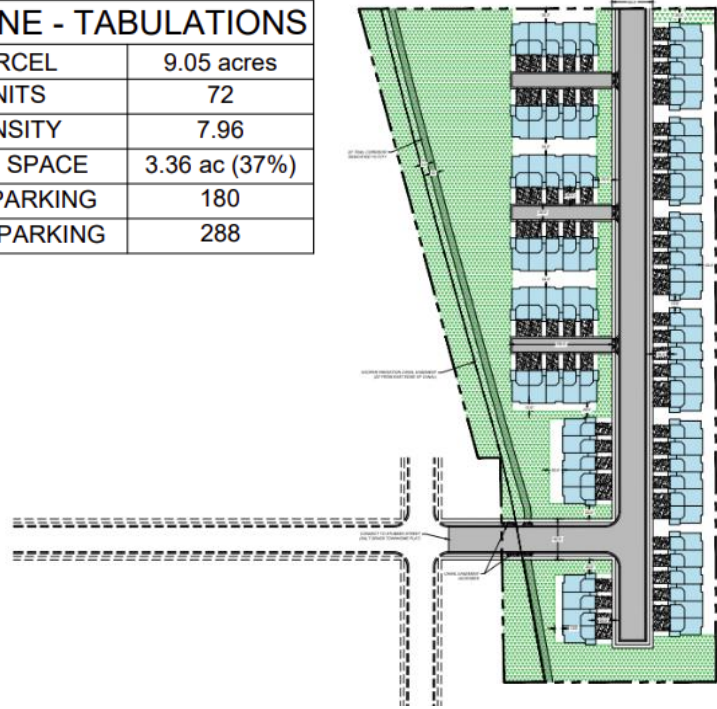
The applicant has submitted a development agreement to limit the density and grant a couple of exceptions. The Council had a discussion regarding the development agreement during their meeting on April 21, 2026. Based on feedback from the Council, the applicant modified or removed several of the requested exceptions.

Exceptions	Required	Previous Exceptions	Revised Exceptions
Setbacks	Front house: 20' Garage (public): 25' Garage (private): 20' Side: 8' Rear: 20' Corner: 20'	Front house: 20' Garage (public): 23' Garage (private) 22' Side: 5' Rear: 15' Corner: 10'	Side: 5'
Minimum townhouse size	1,200 square feet	900 square feet	---
Garage	2 car	Option for 1 car	---
Private lane	25'	20'	---
Road Cross section	36' asphalt/4.5' park strip	35' asphalt/5' park strip (Clinton ROW)	35' asphalt/5' park strip (Clinton ROW)
Open Space	30%	Based on concept plan	---

The agreement limits the development to 54 units (instead of the maximum 74 units), provides architectural standards, and places a deed restriction for owner-occupancy on 30 percent of the units. The site plan and townhome building elevations are attached to the development agreement.

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



Revised Concept Plan – May 2026

EAST PARCEL	
PROJECT AREA (AC.)	9.31
SINGLE FAMILY UNITS	26
TOWNHOME UNITS	28
TOTAL UNITS	54
DENSITY	5.80



Proposed Building elevations



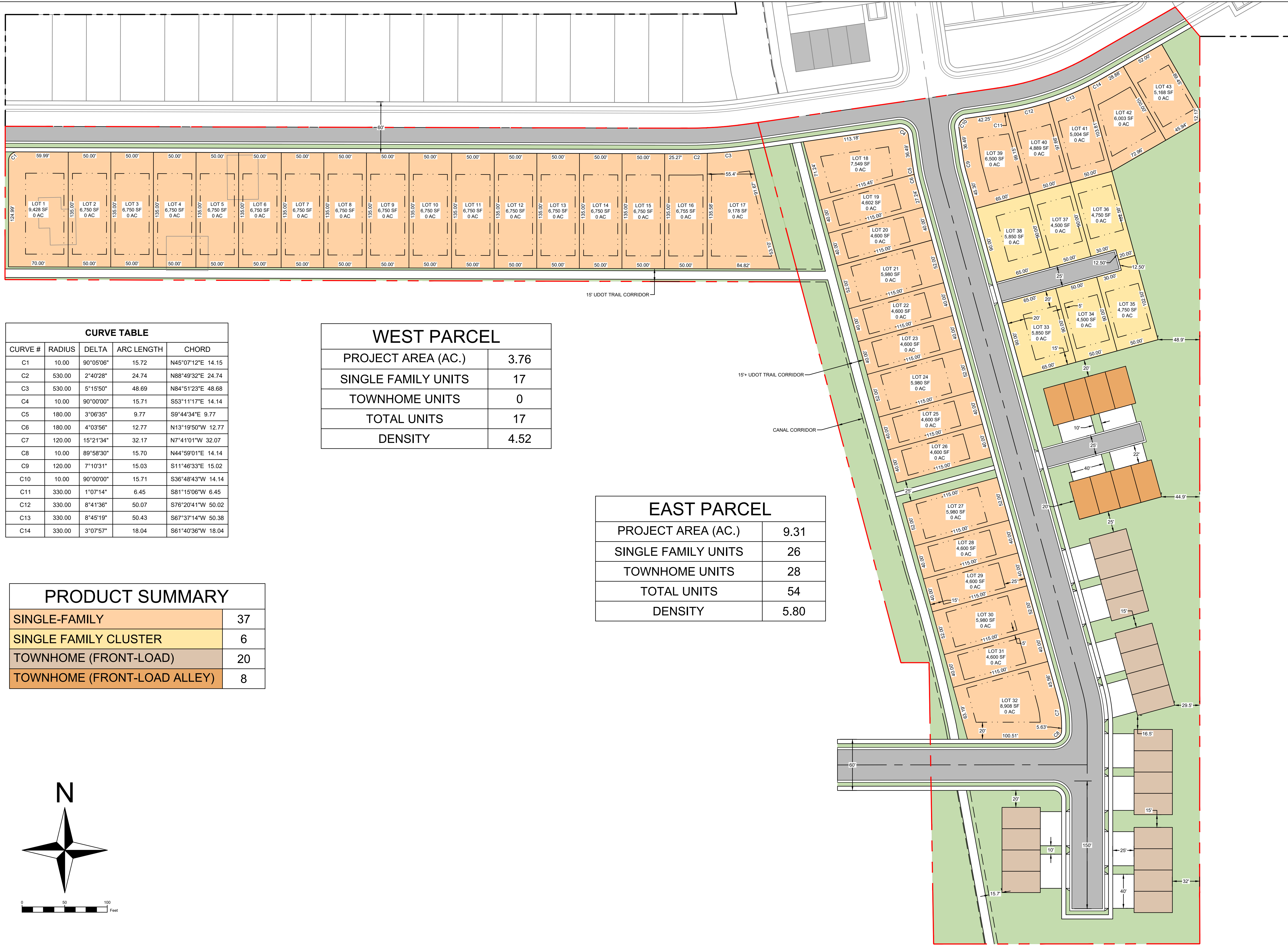
Recommendation

The Planning Commission recommended approval of the rezone to R-4 (2022) with the previous concept plan. The Planning Commission will hold a public hearing on May 14, 2026, and provide a recommendation on 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
- Resolution
- Draft Development agreement
- Ordinance

P:\2023\23-029 Trail Mix_LAND\Civil\AutoCAD\23-029 Dbase West Point all layout

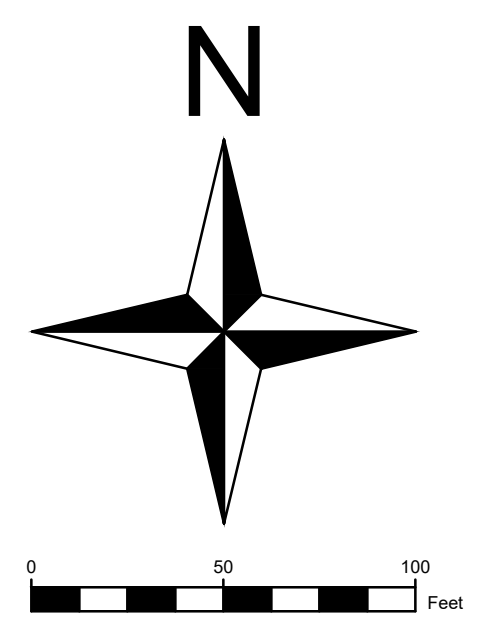


CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	10.00	90°05'06"	15.72	N45°07'12"E 14.15
C2	530.00	2°40'28"	24.74	N88°49'32"E 24.74
C3	530.00	5°15'50"	48.69	N84°51'23"E 48.68
C4	10.00	90°00'00"	15.71	S53°11'17"E 14.14
C5	180.00	3°06'35"	9.77	S9°44'34"E 9.77
C6	180.00	4°03'56"	12.77	N13°19'50"W 12.77
C7	120.00	15°21'34"	32.17	N7°41'01"W 32.07
C8	10.00	89°58'30"	15.70	N44°59'01"E 14.14
C9	120.00	7°10'31"	15.03	S11°46'33"E 15.02
C10	10.00	90°00'00"	15.71	S36°48'43"W 14.14
C11	330.00	1°07'14"	6.45	S81°15'06"W 6.45
C12	330.00	8°41'36"	50.07	S76°20'41"W 50.02
C13	330.00	8°45'19"	50.43	S67°37'14"W 50.38
C14	330.00	3°07'57"	18.04	S61°40'36"W 18.04

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	26
TOWNHOME UNITS	28
TOTAL UNITS	54
DENSITY	5.80

PRODUCT SUMMARY	
SINGLE-FAMILY	37
SINGLE FAMILY CLUSTER	6
TOWNHOME (FRONT-LOAD)	20
TOWNHOME (FRONT-LOAD ALLEY)	8



HERITAGE TRAILS
 RESIDENTIAL SUBDIVISION
 WEST POINT CITY, UTAH

MARK	DATE	DESCRIPTION

PROJECT #: 23-029
 DRAWN BY: J. BLACK
 PROJECT MANAGER: J. BLACK
 ISSUED: 04/23/2026

DRAFT

CONCEPT PLAN

RESOLUTION NO. 05-19-2026E

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND NILSON LAND HOLDINGS LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT APPROXIMATELY 1800 N 4300 W

WHEREAS, NILSON LAND HOLDINGS LLC owns the real property located at approximately 1800 N 4300 W and identified as Davis County parcel identification number: 14-038-0061; and

WHEREAS, West Point City desires to enter into a development agreement with Nilson Land Holdings LLC; and

WHEREAS, West Point City and Nilson Land Holdings 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 19th day of May, 2026.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

When Recorded Return to:
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

**DEVELOPMENT AGREEMENT
HERITAGE TRAILS SUBDIVISION
(West Point, UT)**

THIS DEVELOPMENT AGREEMENT for the HERITAGE TRAILS SUBDIVISION (“**Agreement**”) is made and entered into this ___ day of _____, 2026, (“**Effective Date**”) between West Point City, a municipal corporation of the State of Utah (“**City**”), and Nilson Land Holdings, LLC (“**Developer**”). City and Developer collectively referred to as the “Parties” and separately as “Party.”

RECITALS

WHEREAS, Developer is the owner of certain property, consisting of approximately 9.29 acres, located within the boundaries of City, and known by tax identification number: 14-038-0061 (“**Property**”). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, Developer intends to develop the Property into a residential subdivision, in accordance with the terms of this Agreement (“**Project**”). Therefore, Developer and City desire to enter into this Agreement.

WHEREAS, to enable development of the Project, Developer has requested and City has considered an application for a zone change on the Property to R-4 (Residential), which combined with this Agreement, will enable Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project, all in accordance with the Concept Plan, attached hereto as Exhibit B and incorporated herein (“**Concept Plan**”); and

WHEREAS the City believes that entering into the Agreement with Developers 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:

1 Interpretation and Conditions Precedent.

1.1 Interpretation. Whenever in this Agreement:

- 1.1.1 the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;
- 1.1.2 there is a reference to “days,” such reference shall be deemed to be “calendar days” unless the phrase “business days” is expressly stated;
- 1.1.3 the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and
- 1.1.4 there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

1.2 Council Approval Condition. This Agreement shall not take effect until the West Point City Council has (a) given final zoning approval to the R-4 zoning designation(s) on the Property, which will allow Developer to develop the Project as shown on the Concept Plan, and (b) legislatively approved this Agreement, and all parties have signed.

2 Vesting.

2.1 Applicable Zoning. As of the Effective Date, the zoning on the property is R-4 (Residential). Application for development of the Project was made under that zoning designation to West Point City by the previous owner of the Property on September 8, 2022 (“**Vesting Date**”). Accordingly, the Parties agree that Developer has vested rights, as that term is construed in Utah’s common law and pursuant to UTAH CODE § 10-20-902, in developing under the R-4 zoning in place as of the Vesting Date, which is attached hereto an Exhibit C, except as set forth in section 2.2 below. With the legislative passage of this Agreement, no further zoning change or amendment to the zoning ordinances is needed to fully develop the Project in accordance with the Concept Plan.

2.2 Exceptions to Vested Rights. The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

- 2.2.1 City laws that Developer agrees in writing apply to the Project;
- 2.2.2 City laws that are both generally applicable to all properties in the City’ jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;
- 2.2.3 City’s development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO

Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.2.4 Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.2.5 Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

2.3 Vested Density. Subject to Developer complying with the terms of this Agreement, as well as with all applicable subdivision and site plan standards found in the City ordinances in place as of the Effective Date (and in accordance with subsection 2.4, below), the Project qualifies for a potential vested density of 72 residential units. In accordance with the Concept Plan, the Parties agree that this Agreement vests the Project in a density of up to 54 residential units ("Units"), consisting of approximately 26 single family Units and approximately 28 townhome Units, depending on design and engineering parameters, as generally depicted on the Concept Plan. The number of vested Units may be reduced by Developer from that number depending on development needs.

2.4 Conflicts. Development shall take place in accordance with the terms of this Agreement, the City's code in effect on the Vesting Date, and the Utah State Code. In the event of any conflicts among the above, this Agreement shall control.

2.5 Material Changes. Approval of this Agreement includes approval of the attached Concept Plan, which is expressly understood to be conceptual and not final, and is not a preliminary plat approval. Deviations from the attached concept plan in design, layout, and engineering, including the location of trails and open spaces, are expected. Such changes shall not be considered amendments to this Agreement. Such deviations shall be reviewed and approved administratively by City staff, based on overall compliance with section 2.4. Material changes, which shall be interpreted to mean an increase in overall density or a change in use will require an amendment to this Agreement.

2.6 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.

3 Development Obligations.

3.1 Application Review Procedures. Procedures for review and approval of applications from Developer 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.

3.2 Design Standards

- 3.2.1 As a planned development, the Project will feature certain architectural design standards (“**Standards**”) as specified herein, in order to ensure quality exterior appearance. Compliance with these Standards shall be the responsibility of the Developer. To the extent that the Standards in this Agreement conflict with City Ordinances in place as of the Vesting Date, this Agreement controls.
- 3.2.2 The following exterior materials are approved: Brick, Stone, Stucco, Fiber-Cement Siding, Metal Siding, Exposed Architectural Concrete, Colored/Textured CMU Block.
- 3.2.3 The following garage configurations are approved: 2-car, Front-facing, Side-facing, Alley-loaded, Detached.
- 3.2.4 Fencing for screening of residential units from streets is not required.
- 3.2.5 Use of color in residential exterior elevations is permitted. No restriction on color shall be imposed by the City.
- 3.2.6 Exhibit E to this Agreement contains concept elevations for the townhome Unit types. Such elevations are understood to be conceptual and may be modified without amendment to this Agreement. On final Unit elevations, Developer will vary the appearance of Units within the Project with respect to such features as adjacent product color and fenestration.
- 3.2.7 Final residential front, rear, and side elevations for all Unit types will be designated by Developer, in general compliance with the concept elevations, and shown on building permit applications.
- 3.2.8 Rooflines shall not be flat on the primary dwelling, but may be flat on accessory buildings.
- 3.2.9 There shall be no requirement for “9,000 square feet for the first two dwelling units” as is included in section 17.25.080 of the zoning code.

3.2.10 The primary road through the Project shall be dedicated to the public, 60 feet wide, in compliance with the below and with the right-of-way cross sections attached hereto as Exhibit D:

3.2.11 Private drive accesses between units shall be privately owned, designated as common area, 25 feet wide, and shall comply with the Private Drive cross sections attached hereto as Exhibit D.

3.2.12 Setbacks -Single Family Detached Homes

Front Setbacks:	Street-Facing Garage (Public Road)	25'
	Street-Facing Garage (Private Drive)	20'
	Home	20'
Side Yard Setbacks:	Between buildings.	10'
Rear Yard Setbacks:		15'
Corner Setbacks:		20'
Porches, decks, and stairs may encroach into the setbacks.		

3.2.13 Setbacks -Townhomes

Front Setbacks:	Street-Facing Garage (Public Road)	25'
	Street-Facing Garage (Private Drive)	20'
	Home	20'
Side Yard Setbacks:	Between buildings.	15'
Rear Yard Setbacks:		15'
Corner Setbacks:	(same as side setbacks)	20'
Porches, decks, and stairs may encroach into the setbacks.		

3.2.14 Developer shall designate which is the front, rear, and side for all Units on building permit applications. In situations where more than one setback may apply, the larger of the two will apply. Setbacks are not applied cumulatively.

3.3 HOA Association and Restrictive Covenants. Prior to the final recording of any residential subdivision within the Project, a Homeowner’s Association (“**HOA**”) shall be formed and organized and covenants, conditions, and restrictions applicable to the Project (“**CC&Rs**”) shall be recorded against the Property. The CC&Rs shall include a restriction that 30% of the Units in the Project, as selected by Developer in consultation with City, shall be owner occupied. “Owner Occupied” shall be defined in the CC&Rs as a Unit that is the primary residence of the record owner, subject to restrictions limiting rental of the Unit except in the case of exceptional circumstances. The CC&Rs shall state that violation of the owner occupancy restrictions shall be a violation of the CC&Rs, subject to enforcement by the HOA. Developer may include adjacent developments into the HOA that together will be known as the Heritage Trails community.

3.4 Trails. Along with the recording of the Final Plat, Developer shall dedicate for the use of

the public such open space and trail corridors as are shown on the Concept Plan, which the parties acknowledge are sufficient to satisfy Developer's open space obligations. The final trail corridor shall be designed to provide connectivity to the City's greater trail system. Developer shall have no obligation to construct trail improvements upon the corridor. The trail shall be constructed by UDOT and owned and maintained by the City.

- 3.5 Phasing. The Property may be developed in Phases as justified by market demand, subject to the specific requirement of this Agreement that necessary and adequate infrastructure be in place or constructed to ensure adequate and equal service to the property. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Concept Plan, and as may be required as phased development proceeds. 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.
- 3.6 Site Plan Review. Developer shall submit a site plan for review and approval by the City for all Townhome Units at the time of preliminary subdivision plat approval.
- 3.7 Diligent Completion. Developer shall, in good faith, reasonably pursue completion of the Project.
- 3.8 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and their contractor, representatives of City shall have the right to access the Project without charges or fees during the development of the Project.

4 Reimbursement for System Improvements.

- 4.1 Reimbursement. Developer may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act). To the extent that such improvements go beyond the Project's proportionate impact, the City shall add such improvements to its impact fee facilities plan, and reimburse or credit Developer for such facilities as required by the rough proportionality test found in UTAH CODE § 10-20-911, in the Nollan/Dolan line of cases, and by the Utah Impact Fees Act.
- 4.2 Upsizing. The City shall not require the Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the City agrees to reimburse Developer for the marginal cost difference of the upsizing.

5 Default.

- 5.1 Notice of Default and Cure. 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. Right to Cure. 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.

5.3 Remedies. 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 cure or remedy such default, including, but not limited to proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.4 Cease and Desist. If Developers fail 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 development cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

5.5 Force Majure. For the purpose of any other provisions of this Agreement, neither City nor 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.

5.6 Extensions. 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 General Provisions.

6.1 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 Developer:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403
Email: lacy.richards@nilsonld.com

With a Copy To:
Dentons Durham Jones Pinegar
Attn: Brent Bateman
1557 W Technology Way #400
Lehi, UT 84043
Email: brent.bateman@dentons.com

To City:
West Point City Corporation
3200 West 300 North
West Point, Utah 84015
Attn: Bryn MacDonald

With a Copy To:

- 6.2 Successor Developers. Developer may sell or transfer one or more portions of the Project to one or more sub-developers (“**Successor Developer**”), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer’s portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. The City agrees to release Developer from any obligation under this Agreement upon Developer providing proof of acceptance of the obligation to be released from its successor. Developer will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Property.
- 6.3 Third Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.
- 6.4 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.
- 6.5 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 Developer or Developers affected by the amendment.
- 6.6 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.
- 6.7 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.

6.8 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer, whose property is affected by the recording and the City.

6.9 Expiration. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is completed; (ii) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (iii) the use or active development is discontinued for a period of more than three (3) years; or (iv) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement.

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

Nilson Land Holdings, LLC, a Utah limited liability company

, Manager

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____

**EXHIBIT A
DESCRIPTION OF PROPERTY**

**EXHIBIT B
CONCEPT PLAN**

EXHIBIT C
APPLICABLE R-4 ZONING ORDINANCE

EXHIBIT D
ROW CROSS SECTIONS, PRIVATE DRIVE CROSS SECTIONS

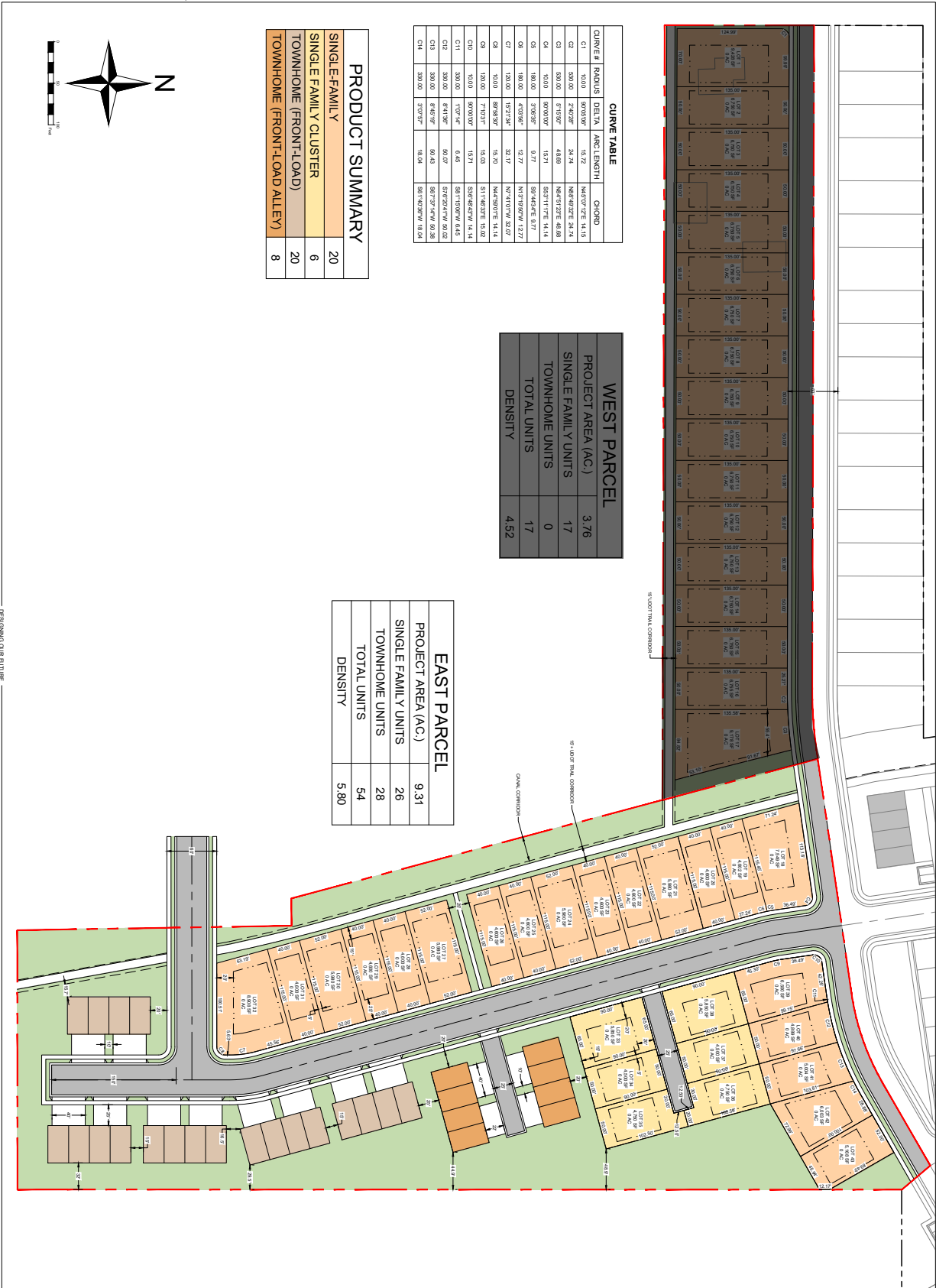
**EXHIBIT E
TOWNHOME ELEVATIONS**

EXHIBIT A

Parcel ID: 14-038-0061

PART OF THE NE 1/4 OF SEC 30-T5N-R2W, SLB&M; BEG ON THE W LINE OF PPTY CONV IN WARRANTY DEED RECORDED 03/11/1992 AS E# 962399 BK 1477 PG 921 AT A PT 990 FT S 89°59'08" E ALG THE 1/4 SEC LINE & 330 FT N 0°48'40" W FR THE SW COR OF SD NE 1/4, SD PT BEING ON THE N LINE OF NDSD AS DESC IN ANNEX RESOLUTION RECORDED 04/05/1993 AS E# 1026708 BK 1598 PG 124; & RUN TH N 0°48'40" W 330.06 FT; TH N 10°00' W 670.18 FT, M/L, TO THE N LINE OF THE S 1/2 SD 1/4 SEC; TH E ALG SD LINE 435.3 FT, M/L; TH S 992.0 FT TO N LINE OF NDSD; TH W 318.92 FT, M/L, TO THE POB. CONT. 8.1 ACRES ALSO, PART OF THE SW 1/4 OF THE NE 1/4 OF SEC 30-T5N-R2W, SLB&M; BEG AT THE SE COR OF DAVIS FARMS WEST AT A PT N 0°48'40" W 660 FT & S 89°59'08" E 957.61 FT FR THE SW COR OF THE NE 1/4 OF SD SEC 30; RUN TH E 33.05 FT; TH N 10°00' W 670 FT, M/L, TO THE N LINE OF THE SW 1/4 OF THE NE 1/4 OF SD SEC 30; TH W 91 FT, M/L, TO NE COR DAVIS FARMS WEST; TH S 14°46'51" E 684.44 FT ALG THE E LINE OF SD SUB TO THE POB. CONT. 0.94 ACRES ALSO, BEG AT A PT ON THE N LINE OF NDSD, WH PT IS W 1309 FT, M/L, TO THE SW COR OF THE SE 1/4 OF THE NE 1/4 OF SEC 30 & N 330.0 FT FR THE E 1/4 COR OF SEC 30-T5N-R2W, SLB&M; & RUN TH W 11.08 FT; TH N 992 FT, M/L, TO THE N LINE OF WEST POINT CITY; TH E 11.08 FT, M/L, TO THE CENTER OF THE NE 1/4 OF SD SEC 30; TH S 992.0 FT, M/L, TO POB. CONT. 0.25 ACRES TOTAL ACREAGE 9.29 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

EXHIBIT B



CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	100.00	90°00'	157.08	146.577776 14.15
C2	500.00	2°40'59"	24.74	146.577776 24.74
C3	500.00	5°18'59"	44.69	146.577776 44.69
C4	1000.00	9°00'00"	157.1	503.511776 14.14
C5	1000.00	3°08'39"	9.77	503.511776 9.77
C6	1000.00	4°03'56"	12.77	513.792947 50.02
C7	1000.00	15°21'34"	32.17	513.792947 32.17
C8	1000.00	6°08'39"	15.20	513.792947 15.20
C9	1000.00	7°14'31"	15.83	513.792947 15.83
C10	1000.00	9°00'00"	15.71	528.424276 14.14
C11	3000.00	1°07'14"	6.46	528.424276 6.46
C12	3000.00	8°41'38"	50.07	528.424276 50.02
C13	3000.00	8°48'19"	50.43	507.377476 50.28
C14	3000.00	3°07'39"	18.84	507.377476 18.84

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	26
TOWNHOME UNITS	28
TOTAL UNITS	54
DENSITY	5.80

PRODUCT SUMMARY	
SINGLE-FAMILY	20
SINGLE FAMILY CLUSTER	6
TOWNHOME (FRONT-LOAD)	20
TOWNHOME (FRONT-LOAD ALLEY)	8



DESIGNING OUR FUTURE

PROJECT # 23-009
 DRAFT
 CONCEPT PLAN
 1

MARK	DATE	DESCRIPTION

ISSUED 04/23/2025
 PROJECT MANAGER: J. BLACK

HERITAGE TRAILS
 RESIDENTIAL SUBDIVISION
 WEST POINT CITY, UTAH

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

**Chapter 17.25
ESTABLISHMENT AND DESIGNATION OF DISTRICTS**

Sections:

[17.25.010 Districts established.](#)

[17.25.020 Purpose of zoning districts.](#)

[17.25.030 Zoning map.](#)

[17.25.040 Application of district regulations.](#)

[17.25.050 Rules for interpretation of district boundaries.](#)

[17.25.060 Designation of district\(s\) upon annexation.](#)

[17.25.070 Table of land use regulations.](#)

[17.25.080 Zone regulations chart.](#)

17.25.010 Districts established.

For the purposes of this title, all the land within the incorporated boundaries of West Point City is hereby divided into the following districts which are shown on the zoning map of West Point City which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this title:

- A-5 Agriculture and Farm
 Industry District
- A-40 Agriculture District
- R-1 Rural Residential District
- R-2 Residential District
- R-3 Residential District
- R-4 Two-Family Residential
 District
- R-5 Multifamily Residential
 District
- N-C Neighborhood Commercial
 District
- C-C Community Commercial
 District
- R-C Regional Commercial

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

	District
P-O	Professional Office District
R/I-P	Research/Industrial Park District
PRUD	Planned Residential Unit Development Overlay Zone

[Ord. 09-18-2018A § 3. Code 2000 § 17-7-1].

17.25.020 Purpose of zoning districts.

In addition to the general purposes of this title identified in WPCC [17.05.020](#), the various zoning districts each serve a more specific individual purpose, as described below:

A. The A-5 (Agriculture and Farm Industry) zoning district purpose is to promote and preserve agriculture and farming, to maintain greenbelt open space, and keep limited numbers of animals and fowl in the city of West Point.

B. The A-40 (Agriculture) zoning district purpose is to promote and preserve agricultural to maintain a greenbelt of open space in the city of West Point.

C. The R-1 (Rural Residential) zoning district purpose is to provide rural residents the flexibility of having large lots that promote and preserve some agricultural with limited animal keeping, or cluster homes on smaller lots.

D. The R-2 (Residential) zoning district purpose is to provide for low density single-family neighborhoods of spacious uncrowded character.

E. The R-3 (Residential) zoning district purpose is to provide medium density single-family neighborhoods that may be more affordable in nature.

F. The R-4 (Two-Family Residential) zoning district purpose is to provide areas for low to medium density detached and attached dwellings and two-family dwellings.

G. The R-5 (Multifamily Residential) zoning district purpose is to provide areas for multifamily dwellings at medium to high densities. Single-family dwellings are also allowed in this district.

H. The N-C (Neighborhood Commercial) zoning district purpose is to provide commercial services to neighborhoods with basic trade and personal services which occur regularly or frequently. The major market area for this district is the adjacent residential areas.

I. The C-C (Community Commercial) zoning district purpose is to provide a range of commercial uses greater than that of the neighborhood commercial but at a lower intensity than a regional commercial district. The district is vehicular-oriented and the major market areas in the city. The location of this district is located at the

intersections of arterial streets.

J. The R-C (Regional Commercial) zoning district purpose is to provide an area in which a full range of commercial and professional uses may locate in a limited area. The limited area of this district functions to heighten the intensity of use, concentrate activity and make the area a focal point of the community. These districts should abut major arterial streets and be located near highway access, as well as mass transit lines.

K. The P-O (Professional Office) zoning district purpose is to provide an area of offices and institutions in which the intensity of use, in terms of hours of operation and number of customers, is less than that of a commercial zone.

L. The R/I-P (Research/Industrial Park) zoning district purpose is to be an attractive environment for offices, research facilities, and environmentally appropriate assembly of uses as well as appropriate amenities supporting employee activity. This is to be accomplished with a number of design components including attractive buildings, meandering walks and landscaping.

M. The PUD (Planned Development Overlay) zoning district purpose is to encourage imaginative and efficient utilization of land through large-scale residential development and by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and desirable environments within the residential areas of West Point City. This zoning district is allowed in all zones. [Code 2000 § 17-7-2].

17.25.030 Zoning map.

A. The zoning map shall be identified by ordinance or resolution. It shall bear the date of its adoption with the mayor's signature attested by the city recorder.

B. No changes of any nature shall be made in the zoning map of matter shown thereon except in conformity with the procedures set forth in this title.

C. Regardless of the existence of purported copies of the zoning map, which may from time to time be made or published, the zoning map and ordinances amending the zoning map, which shall be located in the ordinance and resolution file, shall be the final authority as to the current zoning status of land areas and of buildings and other structures in the city.

D. In the event that the zoning map becomes damaged, destroyed, or lost, or difficult to interpret because of the nature or number of changes and additions, the city council may by resolution adopt a new zoning map which shall supersede the prior zoning map. The new zoning map may correct drafting or other errors or omissions in the prior zoning map, but no such correction shall have the effect of amending the original zoning map or any subsequent amendment thereof. The new zoning map shall be identified by resolution. It shall bear the date of its adoption with the signature of the mayor of West Point City attested by the city recorder. [Code 2000 § 17-7-3].

17.25.040 Application of district regulations.

Except as hereinafter otherwise provided:

- A. No building or part thereof or other structure shall be erected, altered, added to or enlarged, nor shall any land, building, structure, or premises be used, designated, or intended to be used for any manner other than is included among the uses hereinafter listed as permitted in the district in which such building, land, or premises is located.
- B. No building or part thereof or structure shall be erected, reconstructed, or structurally altered to exceed in height the limit hereinafter designated for the district in which such building is located.
- C. No building or part thereof or structure shall be erected, nor shall any existing building be altered, enlarged, or rebuilt or moved into any district, nor shall any open space be encroached upon or reduced in any manner, except in conformity to the yard, building site area, and building location regulations hereinafter for the district in which such building or open space is located.
- D. No yard or open space provided about any building for the purpose of complying with the provisions of this title shall be considered as providing a yard or open space for any other building, and no yard or other open space on one building site shall be considered as providing a yard or open space for a building on any other building site except in the case of dwelling groups. [Code 2000 § 17-7-4].

17.25.050 Rules for interpretation of district boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the zoning map, the following rules shall apply:

- A. Boundaries indicated as approximately following the centerlines of roads or streets, highways, or alleys shall be construed to follow such centerlines.
- B. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- C. Boundaries indicated as approximately following city limits shall be construed as following such city lines.
- D. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.
- E. Boundaries indicated as approximately following centerlines of streams or canals shall be construed to follow such centerlines.
- F. Boundaries indicated as parallel to or extensions of features indicated in subsections (A) through (E) of this section shall be so construed. Distances not specifically indicated on the zoning map shall be determined by the scale of the map.
- G. Where physical or cultural features existing on the ground are at variance with those shown on the zoning map, or in other circumstances not covered by subsections (A) through (F) of this section, the planning commission shall interpret the district boundaries.

H. Where a district boundary line divides a lot which was in single ownership at the time of passage of the ordinance codified in this title, the board of adjustment may permit, as a special exception, the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot. [Code 2000 § 17-7-5].

17.25.060 Designation of district(s) upon annexation.

A. The city may assign a zoning designation to the territory annexed to the municipality at the time the territory is annexed.

B. If the city council does not assign a zone to the territory at the time it is annexed, the territory annexed to the city shall be zoned according to the zone of West Point City with which the territory has the longest common boundary. [Code 2000 § 17-7-6].

17.25.070 Table of land use regulations.

Table of Land Use Regulations

P = PERMITTED USE C = CONDITIONAL USE REQUIRED - = USE NOT ALLOWED												
LAND USE DESCRIPTION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
Residential/Domestic												
1. Accessory Farm Building	P	P	P	-	-	-	-	-	-	-	-	-
2. Accessory Building	P	P	P	P	P	P	P	-	-	-	-	-
3. Community Center	-	-	-	-	-	-	C	-	-	-	-	-
4. Dwelling, Single-Family	P	P	P	P	P	P	P	-	-	-	-	-
5. Dwelling, Multiple Unit	-	-	-	-	-	P	P	-	-	-	-	-
6. Off-Street Parking Incidental to Main Use	P	P	P	P	P	P	P	P	P	P	P	P
Institutional/Special Services												
1. Cemetery, Mausoleum	C	C	C	C	C	C	C	-	-	-	-	-
2. Church/Temple/Rectory	C	C	C	C	C	C	C	-	C	-	-	-
3. College or University	C	C	C	C	C	C	C	-	C	C	C	C
4. Day Care Center	C	C	C	C	C	C	C	C	P	P	C	C
5. Fraternal/Benevolent Societies	-	-	-	-	-	-	-	C	C	C	C	-
6. Home for Elderly	C	C	C	C	C	C	C	C	-	C	C	C
7. Hospital	-	-	-	-	-	-	-	-	C	C	C	C

8. Institutions of a Religious or Philanthropic Nature	C	C	C	C	C	C	C	C	-	P	P	P	C
9. Library, Art Gallery, Museum	-	-	-	-	-	C	C	C	C	P	P	P	C
10. Nursing Home	-	-	-	-	-	C	C	-	-	-	C	C	
11. Park, Playground, Fairground	C	C	C	C	C	C	C	C	C	C	C	C	
12. Private/Quasi-Public School	C	C	C	C	C	C	C	C	-	-	C	C	
13. Private Country Club	C	C	-	-	-	C	C	C	C	C	C	C	
14. Public Administration Office	C	C	C	C	C	C	C	C	C	P	P	P	P
Utility-Related Services													
1. Commercial Radio/TV Transmission Station	-	-	-	-	-	-	-	-	-	P	P	P	C
2. Electric Substation	C	C	C	C	C	C	C	-	C	C	C	C	
3. Fire House	C	C	C	C	C	C	C	-	C	C	C	C	
4. Gas Metering and Transmission Station	C	C	C	C	C	C	C	-	P	P	C	P	
5. Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	
6. Radio, TV, or Microwave Tower	-	-	-	-	-	-	-	C	C	C	C	C	
7. Sewage or Water Pumping Station	C	C	C	C	C	C	C	C	C	C	C	C	
8. Telephone Business Office	-	-	-	-	-	-	-	-	P	P	C	P	
9. Telephone Switching Relay and Transmission Equipment	C	C	C	C	C	C	C	C	C	C	C	C	
10. Utilities Private/Public Not Listed (Offices)	C	C	-	-	-	-	-	C	P	P	C	P	
11. Utility Shops, Storage Yards and Buildings	-	-	-	-	-	-	-	-	-	-	-	P	
12. Water Treatment Plant	C	C	-	-	-	-	-	-	-	-	-	C	
13. Water Reservoir/Storage Tank	C	C	C	C	C	C	C	C	C	C	C	C	
Recreation Uses													
1. Amusement, Arcade	-	-	-	-	-	-	-	C	C	C	-	-	
2. Amusement, Commercial, Indoor	-	-	-	-	-	-	-	C	C	P	-	-	
3. Amusement, Commercial, Outdoor	-	-	-	-	-	-	-	C	C	C	-	C	
4. Athletic/Tennis/Swim Club	-	-	-	-	-	-	-	C	P	P	-	C	

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5. Golf Course	C	C	C	C	C	C	C	-	-	-	-	C
6. Theater, Indoor	-	-	-	-	-	-	-	-	P	P	-	-
7. Theater, Live	-	-	-	-	-	-	-	C	P	P	-	C
Automobile-Related Uses												
1. Auto Repair	-	-	-	-	-	-	-	-	C	C	-	-
2. Auto Sales	-	-	-	-	-	-	-	-	C	C	-	-
3. Car Wash	-	-	-	-	-	-	-	C	P	P	-	-
4. Commercial Parking Structure	-	-	-	-	-	-	-	-	C	C	-	C
5. Gasoline, Retail (No Repairs)	-	-	-	-	-	-	-	C	P	P	-	-
6. Gasoline, Sales, Wholesale	-	-	-	-	-	-	-	-	-	-	-	C
7. Gasoline, Petroleum Products Storage (Home Heating Oil Exempt)	-	-	-	-	-	-	-	-	-	-	-	C
8. Muffler or Brake Shop	-	-	-	-	-	-	-	-	C	P	-	-
9. New and Reconditioned, Auto Parts Indoor	-	-	-	-	-	-	-	-	P	P	-	-
10. Paint and Body Shop	-	-	-	-	-	-	-	-	C	C	-	-
11. Upholstery Shop	-	-	-	-	-	-	-	-	P	P	-	-
12. Service Stations, Minor Repairs	-	-	-	-	-	-	-	C	C	C	-	-
13. Tire Sales	-	-	-	-	-	-	-	-	P	P	-	-
14. Towing Service	-	-	-	-	-	-	-	-	C	C	-	-
15. Used Auto Parts, Sales (Indoor)	-	-	-	-	-	-	-	-	C	C	-	-
Retail or Related Uses												
1. Animal Clinic or Pet Hospital with Outdoor Pens	-	-	-	-	-	-	-	-	-	C	-	-
2. Animal Clinic or Pet Hospital with No Outdoor Pens	-	-	-	-	-	-	-	-	C	C	-	-
3. Antique or Collectable Shop	-	-	-	-	-	-	-	C	P	P	-	-
4. Art Supply Store	-	-	-	-	-	-	-	-	P	P	-	C
5. Bank, Credit Union or Savings and Loan with Drive-In	-	-	-	-	-	-	-	-	P	P	-	-
6. Barber or Beauty Shop	-	-	-	-	-	-	-	C	P	P	-	P
7. Big Box Retail	-	-	-	-	-	-	-	-	C	C	-	-

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8. Book or Stationery Shop	-	-	-	-	-	-	-	-	C	P	P	-	P
9. Camera Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
10. Convenience Store	-	-	-	-	-	-	-	-	C	C	C	-	-
11. Department or Discount Store	-	-	-	-	-	-	-	-	-	P	P	-	-
12. Fast Food Eating Establishment	-	-	-	-	-	-	-	-	C	C	C	-	-
13. Florist Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
14. Furniture/Appliance Store	-	-	-	-	-	-	-	-	-	P	P	-	-
15. Garden Shop and Plant Sales, Nursery	-	-	-	-	-	-	-	-	C	C	C	-	-
16. Grocery Store	-	-	-	-	-	-	-	-	C	P	P	-	-
17. Handicraft and Art Object Sales	-	-	-	-	-	-	-	-	C	P	P	-	-
18. Hardware Store	-	-	-	-	-	-	-	-	-	P	P	-	-
19. Hobby Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
20. Kennels, Private	C	C	-	-	-	-	-	-	-	-	-	-	-
21. Kennels, Boarding	-	-	-	-	-	-	-	-	-	C	C	-	-
22. Laboratory, Medical or Dental	-	-	-	-	-	-	-	-	-	P	P	C	P
23. Laundry/Laundromat	-	-	-	-	-	-	-	-	C	P	P	-	-
24. Locksmith or Key Shop	-	-	-	-	-	-	-	-	-	P	P	-	-
25. Medical Appliance Fitting or Sales, Medical Pharmacy	-	-	-	-	-	-	-	-	-	P	P	P	P
26. Medical/Dental Clinic	-	-	-	-	-	-	-	-	-	P	P	P	P
27. Mortuary	-	-	-	-	-	-	-	-	-	P	P	C	-
28. Music Store	-	-	-	-	-	-	-	-	-	P	P	-	-
29. Office, Professional or General Business	-	-	-	-	-	-	-	-	-	P	P	P	P
30. Optical Shop	-	-	-	-	-	-	-	-	-	P	P	C	C
31. Optical Laboratory	-	-	-	-	-	-	-	-	-	P	P	C	C
32. Package Liquor Store	-	-	-	-	-	-	-	-	-	C	C	-	-
33. Pawn Shop	-	-	-	-	-	-	-	-	-	C	C	-	-
34. Personal Custom Services, i.e., Tailor, Milliner, Etc.	-	-	-	-	-	-	-	-	-	P	P	C	C

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35. Pet Shop, Small Animals, Birds, Etc.	-	-	-	-	-	-	-	-	C	P	P	-	-
36. Pharmacy	-	-	-	-	-	-	-	-	-	P	P	P	P
37. Reception Center	-	-	-	-	-	-	-	-	C	P	P	C	C
38. Repair, TV, Radio, Appliances, Etc.	-	-	-	-	-	-	-	-	C	P	P	-	-
39. Restaurant	-	-	-	-	-	-	-	-	C	P	P	C	C
40. Shoe, Boot, Leather Goods Sales and Repair	-	-	-	-	-	-	-	-	-	P	P	-	-
41. Specialty Food Stores, Retail Sales	-	-	-	-	-	-	-	-	-	P	P	-	-
42. Studio, Artist, Photography, Dance, Music, Drama	-	-	-	-	-	-	-	-	C	P	P	C	C
43. Studio, Decorator and Display	-	-	-	-	-	-	-	-	-	P	P	-	C
44. Studio, Health, Exercise, Reducing, or Similar Service	-	-	-	-	-	-	-	-	-	P	P	-	C
Commercial or Related Services													
1. Bakery, Wholesale	-	-	-	-	-	-	-	-	-	P	P	-	P
2. Bed and Breakfast	-	-	-	-	-	-	-	-	C	C	C	C	-
3. Building Materials Sales	-	-	-	-	-	-	-	-	-	C	P	-	P
4. Cabinet/Furniture Upholstery	-	-	-	-	-	-	-	-	-	P	P	-	P
5. Cleaning/Laundry or Dyeing	-	-	-	-	-	-	-	-	-	C	C	-	C
6. Clothing or Similar Light Manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	P
7. Contractor Storage Yard	-	-	-	-	-	-	-	-	-	-	C	-	P
8. Heavy Machinery Storage, Sales and Repair	-	-	-	-	-	-	-	-	-	-	C	-	C
9. Hotel or Motel	-	-	-	-	-	-	-	-	-	C	C	-	C
10. Kiosk	-	-	-	-	-	-	-	-	C	C	C	-	-
11. Laboratory, Scientific or Research	-	-	-	-	-	-	-	-	-	-	C	-	P
12. Lithographic or Print Shop	-	-	-	-	-	-	-	-	-	P	P	-	P
13. Lumber Yard	-	-	-	-	-	-	-	-	-	C	C	-	P
14. Maintenance or Repair Service for Buildings	-	-	-	-	-	-	-	-	-	C	C	-	-

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15. Storage Units	-	-	-	-	-	-	-	-	-	-	-	P
16. Paint Shop	-	-	-	-	-	-	-	-	P	P	-	P
17. Plumbing Shop	-	-	-	-	-	-	-	-	P	P	-	P
18. Preschool	-	-	-	-	-	-	-	C	P	P	C	C
19. Bus Passenger Station	-	-	-	-	-	-	-	-	C	C	-	C
20. Storage Warehouse	-	-	-	-	-	-	-	-	-	-	-	C
21. Trailer or Mobile Home Sales	-	-	-	-	-	-	-	-	-	P	-	P
22. Welding or Machine Shop	-	-	-	-	-	-	-	-	-	C	-	-
23. Open Storage for Recreational Vehicle, Boat, and Trailer.	-	-	-	-	-	-	-	-	-	-	-	P
Industrial and Related Uses												
1. Chemical and Plastic Manufacturing	-	-	-	-	-	-	-	-	-	C	-	C
2. Fabricated Textile Products	-	-	-	-	-	-	-	-	-	-	-	C
3. Food Products Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
4. Furniture Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
5. Manufacturing (Light) Processes – which do not emit detectable dust, odor, fumes, or gas beyond the boundary of the property or noise ambient level	-	-	-	-	-	-	-	-	-	-	-	C
6. Precision Instrument and Jewelry Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
7. Trucking Terminal	-	-	-	-	-	-	-	-	-	-	-	C
8. Wholesale Trade and Warehousing	-	-	-	-	-	-	-	-	-	-	-	C
9. Wood and Paper Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
Agricultural and Related Uses												
1. Agricultural	P	P	P	P	P	P	P	C	P	P	P	-
2. Animal Keeping	P	C	C	C	C	C	C	-	-	-	-	-
3. Beekeeping	P	P	-	-	-	-	-	-	-	-	-	-
4. Breeding or Raising Animals for Food and Sales	P	P	P	P	C	C	C	-	-	-	-	-
5. Crop Production for Sale	P	P	P	P	C	C	C	C	P	P	P	-

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6. Dairy	P	P	-	-	-	-	-	-	-	-	-	-
7. Farm Industry, or Ranch	P	P	-	-	-	-	-	-	-	-	-	-
8. Orchard, Commercial	P	P	-	-	-	-	-	C	P	P	P	-
9. Orchard, Home Use	P	P	P	P	P	P	P	C	P	P	P	-

[Ord. 11-17-2020B § 1; Ord. 09-18-2018A § 4; Ord. 04-05-2016A § 1; Ord. 07-16-2013B § 3].

17.25.080 Zone regulations chart.

Zone Regulations Chart

ZONING CLASSIFICATION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
LOT SIZE												
Min. Lot Area (sq. ft.) First Dwelling Unit	5 acres	40,000	12,000	10,000	9,000	-	-	-				
Min. Lot Area (sq. ft.) Nonresidential								10,000	20,000	20,000	20,000	20,000
Density per Acre			2.2	2.7	3.6	8	20					
Min. Lot Area (sq. ft.) for Each Add. Unit	5 acres	40,000	12,000	10,000	9,000	-	-	-	-	-	-	-
Minimum Frontage	150'	100'	85'	85'	85'	-	-	-	-	-	-	-
Minimum Average Frontage of All Lots (see note 1)	-	-	100'	90'	-	-	-					
Minimum Depth	100'	100'	100'	100'	100'	-	-	-	-	-	-	-
PRINCIPAL STRUCTURES SETBACKS												
Min. Front Yard Setback Residential/Nonresidential	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	-	20'	20'	20'	20'	20'	20'
Min. Distance to Garage – Public Road	-	-	-	-	-	25'	-	-	-	-	-	-
Min. Distance to Front Plane of Building – Public Road	-	-	-	-	-	20'	-	-	-	-	-	-
Min. Distance to Garage – Private Road	-	-	-	-	-	25'	-	-	-	-	-	-
Min. Distance to Front	-	-	-	-	-	20'	-	-	-	-	-	-

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Plane of Building – Private Road													
Min. Distance to Garage – Private Lane	–	–	–	–	–	20'	–	–	–	–	–	–	–
Min. Distance to Front Plane of Building – Private Lane	–	–	–	–	–	20'	–	–	–	–	–	–	–
Min. Distance to Garage – Alley	–	–	–	–	–	8'	–	–	–	–	–	–	–
Min. Distance to Rear Plane of Building – Alley	–	–	–	–	–	8'	–	–	–	–	–	–	–
Min. Front Yard Setback Arterial Street	40'	40'	40'	40'	40'	40'	20'	20'	20'	20'	20'	20'	20'
Min. Side Yard Setback (Interior) One Side	10'	10'	10'	10'	8'	8'	8'	0'	0'	0'	10'	10'	10'
Total	20'	20'	20'	20'	16'	16'	16'	0'	0'	0'	20'	20'	20'
Min. Side Yard (Corner Lot) Street Side	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Arterial Road (Corner Lot)	30'	30'	30'	30'	30'	30'	30'	20'					
Min. Side Yard between R-5 and A-5, A-40, R-1, and R-2	–	–	–	–	–	25'	25'	–	–	–	–	–	–
Min. Rear Yard Setback	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	20'	20'	10'	10'	10'	10'	10'	10'
Distance between Structures on Same Lot (Nonresidential)	–	–	–	–	–	–	10'	10'	10'	10'	10'	10'	10'
Distance between Structures on Adjacent Lot (Nonresidential)	–	–	–	–	–	–	10'	10'	10'	10'	10'	10'	10'
ACCESSORY STRUCTURES/USES													
Minimum Front Yard	–	–	–	–	–	–	–	25'	25'	25'	25'	25'	50'
Minimum Side Yard (Interior)	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	10'
Minimum Side Yard (Street) Corner Lot	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'	0'

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Arterial Street Corner Lot	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'
Minimum Rear Yard	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'
Distance between Accessory and Principal Structures												
Same Lot	5'	5'	5'	5'	5'	5'	5'	–	–	–	–	–
Adjacent Lot	15'	15'	15'	15'	15'	15'	15'	–	–	–	–	–
HEIGHT												
Height Principal Structure	40'	40'	40'	40'	40'	40'	40'	40'	40'	60'	40'	60'
Height Accessory Structure	30'	30'	30'	30'	30'	30'	40'	40'	40'	40'	40'	20'
Principal Structure Minimum	12'	12'	12'	12'	12'	12'	12'	10'	12'	12'	12'	12'
Accessory Structure, Maximum Stories	1	1	1	1	1	1	1	–	–	–	–	–
LOT COVERAGE												
Minimum Open Space ²	–	–	25%	25%	30%	30%	25%	–	–	–	–	–
Minimum Landscaping	–	–	–	–	–	–	–	15%	15%	15%	15%	15%
FOOTAGE PER DWELLING												
Minimum Size of Dwelling:												
Rambler	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Slab on grade/crawl space	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Bi-level	2,000	2,000	2,000	2,000	2,000	–	–	–	–	–	–	–
Tri-level	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Multi-level	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Multifamily (townhouses)						1,200	1,200					
Two-story	2,000 sq. ft. minimum, 10% variance between floors. Buildings above 2,200 sq. ft., no minimum variance.					–	–	–	–	–	–	–

The R-4 and R-5 districts require 9,000 square feet for the first two dwelling units.

¹ The average frontage shall be the average of all lots within a development, not each phase. No more than three lots in a row shall be the minimum lot width of the zone and the next lot must vary by a minimum of five feet. Lots with greater than 150 feet of frontage will not be included in the calculation of the average. On multifamily projects, the frontage shall be calculated as the frontage of the building, not the individual unit. The frontage shall be measured at the front yard setback and shall be measured along the arc at the setback if the lot frontage is curved.

Corner lots shall meet the minimum lot width requirement on both street frontages.

Residential building lots should not face onto arterial streets whenever possible. In those limited circumstances where the only available frontage is an arterial street, it is important to achieve the greatest setback possible to protect residents from the noise and safety hazards associated with potential high volume of traffic and high speeds. Side yards should also include greater setbacks.

Front yard setbacks along arterial streets, for building purposes, shall be determined from the proposed ultimate width of the arterial street.

Two side-by-side covered parking spaces within a garage shall be required in all single-family and two-family residences.

Special Provisions – A-5, A-40, and R-1. All pens, corrals, barns, coops, stables and other similar structures to keep animals or fowl shall be located not less than 150 feet from a public street and not less than 100 feet from all dwellings on adjacent lots; unless the enclosing structure is on a corner lot, in which case the structure shall be located not less than 150 feet from a public street on one side and 25 feet from the other public street. All pigs shall be kept at least 200 feet from dwellings on adjacent lots.

² Open space does not include any impervious materials.

Those numbers which include a plus (+) sign after them indicate that for every foot of height above 35 feet on principal use structures and above 20 feet on accessory structures, an additional one foot of setback will be required.

Development in the N-C and P-O shall require 40 percent of the buildings (structures) to have the maximum setback of 20 feet with parking being provided in the rear of the lot.

All projects within all commercial with residential uses shall include at least two-thirds of the gross land or floor area in professional office and/or retail spaces. All required professional offices/retail space must be constructed prior to or simultaneous with the residential development.

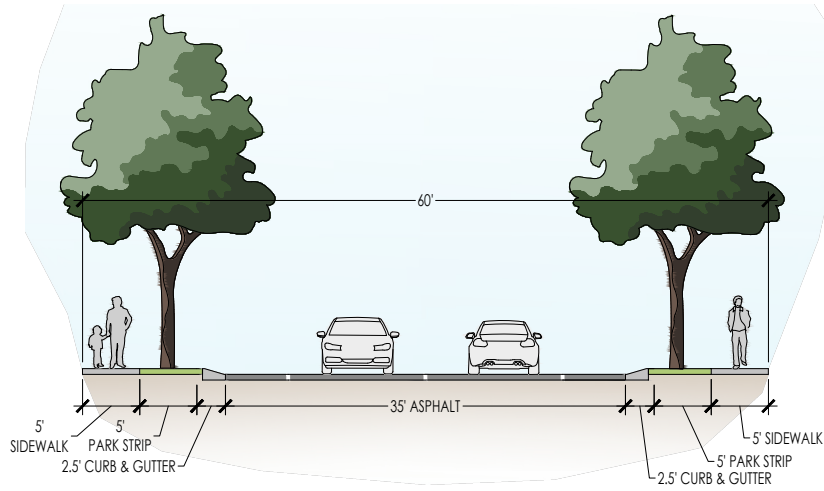
Rear yard, front yard, and side yard setbacks in the N-C, C-C, R-C, and P-O zones may be adjusted by 50 percent if no detriment, current or future, can be shown to adjacent properties, with a conditional use permit from the planning commission.

³ *Repealed by Ord. 04-07-2020A.*

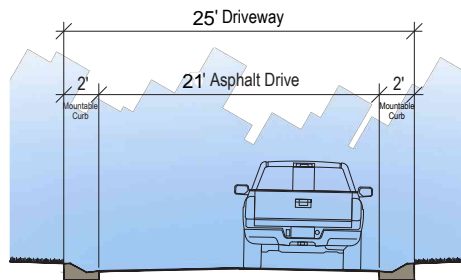
⁴ The minimum setback of 25 feet can be used in either the front or the rear yard but not both. If the front setback is 25 feet, then the rear setback must be 30 feet and vice versa.

[Ord. 12-15-2020A § 3; Ord. 07-21-2020A § 2; Ord. 04-07-2020A § 3; Ord. 09-18-2018A § 5; Ord. 01-16-2018A § 1; Ord. 07-18-2017B § 1; Ord. 07-18-2017A § 1; Ord. 12-20-2016A § 1; Ord. 05-03-2011 § 2 (Exh. A)].

EXHIBIT D

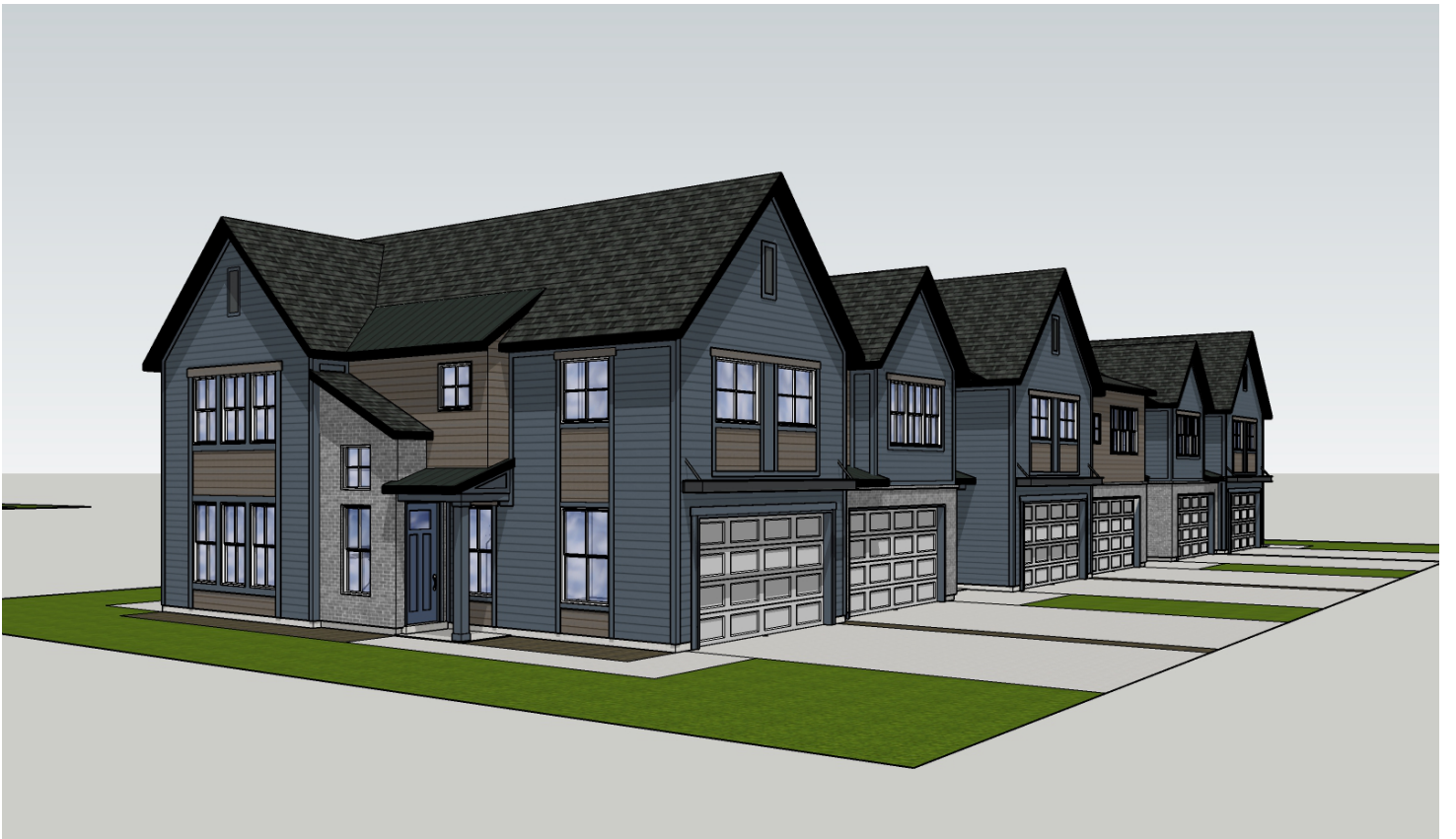


60' Public ROW Cross Section



25' Private Drive Cross Section

EXHIBIT E



ORDINANCE NO. 05-16-2026A

**AN ORDINANCE REZONING PROPERTY LOCATED AT
APPROXIMATELY 1800 N 4300 W FROM A-40 to R-4
(Residential – VESTED 2022)**

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-4 zone, as vested in 2022 and attached to this ordinance (Exhibit B).

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 19th day of May, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Parcel:

14-038-0061

CONTAINS 9.29

EXHIBIT B

Vested R-4 zone

**Chapter 17.25
ESTABLISHMENT AND DESIGNATION OF DISTRICTS**

Sections:

[17.25.010 Districts established.](#)

[17.25.020 Purpose of zoning districts.](#)

[17.25.030 Zoning map.](#)

[17.25.040 Application of district regulations.](#)

[17.25.050 Rules for interpretation of district boundaries.](#)

[17.25.060 Designation of district\(s\) upon annexation.](#)

[17.25.070 Table of land use regulations.](#)

[17.25.080 Zone regulations chart.](#)

17.25.010 Districts established.

For the purposes of this title, all the land within the incorporated boundaries of West Point City is hereby divided into the following districts which are shown on the zoning map of West Point City which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this title:

A-5	Agriculture and Farm Industry District
A-40	Agriculture District
R-1	Rural Residential District
R-2	Residential District
R-3	Residential District
R-4	Two-Family Residential District
R-5	Multifamily Residential District
N-C	Neighborhood Commercial District
C-C	Community Commercial District
R-C	Regional Commercial

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

	District
P-O	Professional Office District
R/I-P	Research/Industrial Park District
PRUD	Planned Residential Unit Development Overlay Zone

[Ord. 09-18-2018A § 3. Code 2000 § 17-7-1].

17.25.020 Purpose of zoning districts.

In addition to the general purposes of this title identified in WPCC [17.05.020](#), the various zoning districts each serve a more specific individual purpose, as described below:

A. The A-5 (Agriculture and Farm Industry) zoning district purpose is to promote and preserve agriculture and farming, to maintain greenbelt open space, and keep limited numbers of animals and fowl in the city of West Point.

B. The A-40 (Agriculture) zoning district purpose is to promote and preserve agricultural to maintain a greenbelt of open space in the city of West Point.

C. The R-1 (Rural Residential) zoning district purpose is to provide rural residents the flexibility of having large lots that promote and preserve some agricultural with limited animal keeping, or cluster homes on smaller lots.

D. The R-2 (Residential) zoning district purpose is to provide for low density single-family neighborhoods of spacious uncrowded character.

E. The R-3 (Residential) zoning district purpose is to provide medium density single-family neighborhoods that may be more affordable in nature.

F. The R-4 (Two-Family Residential) zoning district purpose is to provide areas for low to medium density detached and attached dwellings and two-family dwellings.

G. The R-5 (Multifamily Residential) zoning district purpose is to provide areas for multifamily dwellings at medium to high densities. Single-family dwellings are also allowed in this district.

H. The N-C (Neighborhood Commercial) zoning district purpose is to provide commercial services to neighborhoods with basic trade and personal services which occur regularly or frequently. The major market area for this district is the adjacent residential areas.

I. The C-C (Community Commercial) zoning district purpose is to provide a range of commercial uses greater than that of the neighborhood commercial but at a lower intensity than a regional commercial district. The district is vehicular-oriented and the major market areas in the city. The location of this district is located at the

intersections of arterial streets.

J. The R-C (Regional Commercial) zoning district purpose is to provide an area in which a full range of commercial and professional uses may locate in a limited area. The limited area of this district functions to heighten the intensity of use, concentrate activity and make the area a focal point of the community. These districts should abut major arterial streets and be located near highway access, as well as mass transit lines.

K. The P-O (Professional Office) zoning district purpose is to provide an area of offices and institutions in which the intensity of use, in terms of hours of operation and number of customers, is less than that of a commercial zone.

L. The R/I-P (Research/Industrial Park) zoning district purpose is to be an attractive environment for offices, research facilities, and environmentally appropriate assembly of uses as well as appropriate amenities supporting employee activity. This is to be accomplished with a number of design components including attractive buildings, meandering walks and landscaping.

M. The PUD (Planned Development Overlay) zoning district purpose is to encourage imaginative and efficient utilization of land through large-scale residential development and by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and desirable environments within the residential areas of West Point City. This zoning district is allowed in all zones. [Code 2000 § 17-7-2].

17.25.030 Zoning map.

A. The zoning map shall be identified by ordinance or resolution. It shall bear the date of its adoption with the mayor's signature attested by the city recorder.

B. No changes of any nature shall be made in the zoning map of matter shown thereon except in conformity with the procedures set forth in this title.

C. Regardless of the existence of purported copies of the zoning map, which may from time to time be made or published, the zoning map and ordinances amending the zoning map, which shall be located in the ordinance and resolution file, shall be the final authority as to the current zoning status of land areas and of buildings and other structures in the city.

D. In the event that the zoning map becomes damaged, destroyed, or lost, or difficult to interpret because of the nature or number of changes and additions, the city council may by resolution adopt a new zoning map which shall supersede the prior zoning map. The new zoning map may correct drafting or other errors or omissions in the prior zoning map, but no such correction shall have the effect of amending the original zoning map or any subsequent amendment thereof. The new zoning map shall be identified by resolution. It shall bear the date of its adoption with the signature of the mayor of West Point City attested by the city recorder. [Code 2000 § 17-7-3].

17.25.040 Application of district regulations.

Except as hereinafter otherwise provided:

- A. No building or part thereof or other structure shall be erected, altered, added to or enlarged, nor shall any land, building, structure, or premises be used, designated, or intended to be used for any manner other than is included among the uses hereinafter listed as permitted in the district in which such building, land, or premises is located.
- B. No building or part thereof or structure shall be erected, reconstructed, or structurally altered to exceed in height the limit hereinafter designated for the district in which such building is located.
- C. No building or part thereof or structure shall be erected, nor shall any existing building be altered, enlarged, or rebuilt or moved into any district, nor shall any open space be encroached upon or reduced in any manner, except in conformity to the yard, building site area, and building location regulations hereinafter for the district in which such building or open space is located.
- D. No yard or open space provided about any building for the purpose of complying with the provisions of this title shall be considered as providing a yard or open space for any other building, and no yard or other open space on one building site shall be considered as providing a yard or open space for a building on any other building site except in the case of dwelling groups. [Code 2000 § 17-7-4].

17.25.050 Rules for interpretation of district boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the zoning map, the following rules shall apply:

- A. Boundaries indicated as approximately following the centerlines of roads or streets, highways, or alleys shall be construed to follow such centerlines.
- B. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- C. Boundaries indicated as approximately following city limits shall be construed as following such city lines.
- D. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.
- E. Boundaries indicated as approximately following centerlines of streams or canals shall be construed to follow such centerlines.
- F. Boundaries indicated as parallel to or extensions of features indicated in subsections (A) through (E) of this section shall be so construed. Distances not specifically indicated on the zoning map shall be determined by the scale of the map.
- G. Where physical or cultural features existing on the ground are at variance with those shown on the zoning map, or in other circumstances not covered by subsections (A) through (F) of this section, the planning commission shall interpret the district boundaries.

H. Where a district boundary line divides a lot which was in single ownership at the time of passage of the ordinance codified in this title, the board of adjustment may permit, as a special exception, the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot. [Code 2000 § 17-7-5].

17.25.060 Designation of district(s) upon annexation.

A. The city may assign a zoning designation to the territory annexed to the municipality at the time the territory is annexed.

B. If the city council does not assign a zone to the territory at the time it is annexed, the territory annexed to the city shall be zoned according to the zone of West Point City with which the territory has the longest common boundary. [Code 2000 § 17-7-6].

17.25.070 Table of land use regulations.

Table of Land Use Regulations

P = PERMITTED USE C = CONDITIONAL USE REQUIRED - = USE NOT ALLOWED												
LAND USE DESCRIPTION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
Residential/Domestic												
1. Accessory Farm Building	P	P	P	-	-	-	-	-	-	-	-	-
2. Accessory Building	P	P	P	P	P	P	P	-	-	-	-	-
3. Community Center	-	-	-	-	-	-	C	-	-	-	-	-
4. Dwelling, Single-Family	P	P	P	P	P	P	P	-	-	-	-	-
5. Dwelling, Multiple Unit	-	-	-	-	-	P	P	-	-	-	-	-
6. Off-Street Parking Incidental to Main Use	P	P	P	P	P	P	P	P	P	P	P	P
Institutional/Special Services												
1. Cemetery, Mausoleum	C	C	C	C	C	C	C	-	-	-	-	-
2. Church/Temple/Rectory	C	C	C	C	C	C	C	-	C	-	-	-
3. College or University	C	C	C	C	C	C	C	-	C	C	C	C
4. Day Care Center	C	C	C	C	C	C	C	C	P	P	C	C
5. Fraternal/Benevolent Societies	-	-	-	-	-	-	-	C	C	C	C	-
6. Home for Elderly	C	C	C	C	C	C	C	C	-	C	C	C
7. Hospital	-	-	-	-	-	-	-	-	C	C	C	C

8. Institutions of a Religious or Philanthropic Nature	C	C	C	C	C	C	C	C	-	P	P	P	C
9. Library, Art Gallery, Museum	-	-	-	-	-	C	C	C	C	P	P	P	C
10. Nursing Home	-	-	-	-	-	C	C	-	-	-	C	C	
11. Park, Playground, Fairground	C	C	C	C	C	C	C	C	C	C	C	C	
12. Private/Quasi-Public School	C	C	C	C	C	C	C	C	-	-	C	C	
13. Private Country Club	C	C	-	-	-	C	C	C	C	C	C	C	
14. Public Administration Office	C	C	C	C	C	C	C	C	C	P	P	P	P
Utility-Related Services													
1. Commercial Radio/TV Transmission Station	-	-	-	-	-	-	-	-	-	P	P	P	C
2. Electric Substation	C	C	C	C	C	C	C	C	-	C	C	C	C
3. Fire House	C	C	C	C	C	C	C	C	-	C	C	C	C
4. Gas Metering and Transmission Station	C	C	C	C	C	C	C	C	-	P	P	C	P
5. Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	P
6. Radio, TV, or Microwave Tower	-	-	-	-	-	-	-	C	C	C	C	C	C
7. Sewage or Water Pumping Station	C	C	C	C	C	C	C	C	C	C	C	C	C
8. Telephone Business Office	-	-	-	-	-	-	-	-	-	P	P	C	P
9. Telephone Switching Relay and Transmission Equipment	C	C	C	C	C	C	C	C	C	C	C	C	C
10. Utilities Private/Public Not Listed (Offices)	C	C	-	-	-	-	-	C	P	P	C	P	
11. Utility Shops, Storage Yards and Buildings	-	-	-	-	-	-	-	-	-	-	-	-	P
12. Water Treatment Plant	C	C	-	-	-	-	-	-	-	-	-	-	C
13. Water Reservoir/Storage Tank	C	C	C	C	C	C	C	C	C	C	C	C	C
Recreation Uses													
1. Amusement, Arcade	-	-	-	-	-	-	-	-	C	C	C	-	-
2. Amusement, Commercial, Indoor	-	-	-	-	-	-	-	-	C	C	P	-	-
3. Amusement, Commercial, Outdoor	-	-	-	-	-	-	-	-	C	C	C	-	C
4. Athletic/Tennis/Swim Club	-	-	-	-	-	-	-	-	C	P	P	-	C

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

5. Golf Course	C	C	C	C	C	C	C	-	-	-	-	C
6. Theater, Indoor	-	-	-	-	-	-	-	-	P	P	-	-
7. Theater, Live	-	-	-	-	-	-	-	C	P	P	-	C
Automobile-Related Uses												
1. Auto Repair	-	-	-	-	-	-	-	-	C	C	-	-
2. Auto Sales	-	-	-	-	-	-	-	-	C	C	-	-
3. Car Wash	-	-	-	-	-	-	-	C	P	P	-	-
4. Commercial Parking Structure	-	-	-	-	-	-	-	-	C	C	-	C
5. Gasoline, Retail (No Repairs)	-	-	-	-	-	-	-	C	P	P	-	-
6. Gasoline, Sales, Wholesale	-	-	-	-	-	-	-	-	-	-	-	C
7. Gasoline, Petroleum Products Storage (Home Heating Oil Exempt)	-	-	-	-	-	-	-	-	-	-	-	C
8. Muffler or Brake Shop	-	-	-	-	-	-	-	-	C	P	-	-
9. New and Reconditioned, Auto Parts Indoor	-	-	-	-	-	-	-	-	P	P	-	-
10. Paint and Body Shop	-	-	-	-	-	-	-	-	C	C	-	-
11. Upholstery Shop	-	-	-	-	-	-	-	-	P	P	-	-
12. Service Stations, Minor Repairs	-	-	-	-	-	-	-	C	C	C	-	-
13. Tire Sales	-	-	-	-	-	-	-	-	P	P	-	-
14. Towing Service	-	-	-	-	-	-	-	-	C	C	-	-
15. Used Auto Parts, Sales (Indoor)	-	-	-	-	-	-	-	-	C	C	-	-
Retail or Related Uses												
1. Animal Clinic or Pet Hospital with Outdoor Pens	-	-	-	-	-	-	-	-	-	C	-	-
2. Animal Clinic or Pet Hospital with No Outdoor Pens	-	-	-	-	-	-	-	-	C	C	-	-
3. Antique or Collectable Shop	-	-	-	-	-	-	-	C	P	P	-	-
4. Art Supply Store	-	-	-	-	-	-	-	-	P	P	-	C
5. Bank, Credit Union or Savings and Loan with Drive-In	-	-	-	-	-	-	-	-	P	P	-	-
6. Barber or Beauty Shop	-	-	-	-	-	-	-	C	P	P	-	P
7. Big Box Retail	-	-	-	-	-	-	-	-	C	C	-	-

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

8. Book or Stationery Shop	-	-	-	-	-	-	-	-	C	P	P	-	P
9. Camera Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
10. Convenience Store	-	-	-	-	-	-	-	-	C	C	C	-	-
11. Department or Discount Store	-	-	-	-	-	-	-	-	-	P	P	-	-
12. Fast Food Eating Establishment	-	-	-	-	-	-	-	-	C	C	C	-	-
13. Florist Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
14. Furniture/Appliance Store	-	-	-	-	-	-	-	-	-	P	P	-	-
15. Garden Shop and Plant Sales, Nursery	-	-	-	-	-	-	-	-	C	C	C	-	-
16. Grocery Store	-	-	-	-	-	-	-	-	C	P	P	-	-
17. Handicraft and Art Object Sales	-	-	-	-	-	-	-	-	C	P	P	-	-
18. Hardware Store	-	-	-	-	-	-	-	-	-	P	P	-	-
19. Hobby Shop	-	-	-	-	-	-	-	-	C	P	P	-	-
20. Kennels, Private	C	C	-	-	-	-	-	-	-	-	-	-	-
21. Kennels, Boarding	-	-	-	-	-	-	-	-	-	C	C	-	-
22. Laboratory, Medical or Dental	-	-	-	-	-	-	-	-	-	P	P	C	P
23. Laundry/Laundromat	-	-	-	-	-	-	-	-	C	P	P	-	-
24. Locksmith or Key Shop	-	-	-	-	-	-	-	-	-	P	P	-	-
25. Medical Appliance Fitting or Sales, Medical Pharmacy	-	-	-	-	-	-	-	-	-	P	P	P	P
26. Medical/Dental Clinic	-	-	-	-	-	-	-	-	-	P	P	P	P
27. Mortuary	-	-	-	-	-	-	-	-	-	P	P	C	-
28. Music Store	-	-	-	-	-	-	-	-	-	P	P	-	-
29. Office, Professional or General Business	-	-	-	-	-	-	-	-	-	P	P	P	P
30. Optical Shop	-	-	-	-	-	-	-	-	-	P	P	C	C
31. Optical Laboratory	-	-	-	-	-	-	-	-	-	P	P	C	C
32. Package Liquor Store	-	-	-	-	-	-	-	-	-	C	C	-	-
33. Pawn Shop	-	-	-	-	-	-	-	-	-	C	C	-	-
34. Personal Custom Services, i.e., Tailor, Milliner, Etc.	-	-	-	-	-	-	-	-	-	P	P	C	C

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

35. Pet Shop, Small Animals, Birds, Etc.	-	-	-	-	-	-	-	-	C	P	P	-	-
36. Pharmacy	-	-	-	-	-	-	-	-	-	P	P	P	P
37. Reception Center	-	-	-	-	-	-	-	-	C	P	P	C	C
38. Repair, TV, Radio, Appliances, Etc.	-	-	-	-	-	-	-	-	C	P	P	-	-
39. Restaurant	-	-	-	-	-	-	-	-	C	P	P	C	C
40. Shoe, Boot, Leather Goods Sales and Repair	-	-	-	-	-	-	-	-	-	P	P	-	-
41. Specialty Food Stores, Retail Sales	-	-	-	-	-	-	-	-	-	P	P	-	-
42. Studio, Artist, Photography, Dance, Music, Drama	-	-	-	-	-	-	-	-	C	P	P	C	C
43. Studio, Decorator and Display	-	-	-	-	-	-	-	-	-	P	P	-	C
44. Studio, Health, Exercise, Reducing, or Similar Service	-	-	-	-	-	-	-	-	-	P	P	-	C
Commercial or Related Services													
1. Bakery, Wholesale	-	-	-	-	-	-	-	-	-	P	P	-	P
2. Bed and Breakfast	-	-	-	-	-	-	-	-	C	C	C	C	-
3. Building Materials Sales	-	-	-	-	-	-	-	-	-	C	P	-	P
4. Cabinet/Furniture Upholstery	-	-	-	-	-	-	-	-	-	P	P	-	P
5. Cleaning/Laundry or Dyeing	-	-	-	-	-	-	-	-	-	C	C	-	C
6. Clothing or Similar Light Manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	P
7. Contractor Storage Yard	-	-	-	-	-	-	-	-	-	-	C	-	P
8. Heavy Machinery Storage, Sales and Repair	-	-	-	-	-	-	-	-	-	-	C	-	C
9. Hotel or Motel	-	-	-	-	-	-	-	-	-	C	C	-	C
10. Kiosk	-	-	-	-	-	-	-	-	C	C	C	-	-
11. Laboratory, Scientific or Research	-	-	-	-	-	-	-	-	-	-	C	-	P
12. Lithographic or Print Shop	-	-	-	-	-	-	-	-	-	P	P	-	P
13. Lumber Yard	-	-	-	-	-	-	-	-	-	C	C	-	P
14. Maintenance or Repair Service for Buildings	-	-	-	-	-	-	-	-	-	C	C	-	-

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

15. Storage Units	-	-	-	-	-	-	-	-	-	-	-	P
16. Paint Shop	-	-	-	-	-	-	-	-	P	P	-	P
17. Plumbing Shop	-	-	-	-	-	-	-	-	P	P	-	P
18. Preschool	-	-	-	-	-	-	-	C	P	P	C	C
19. Bus Passenger Station	-	-	-	-	-	-	-	-	C	C	-	C
20. Storage Warehouse	-	-	-	-	-	-	-	-	-	-	-	C
21. Trailer or Mobile Home Sales	-	-	-	-	-	-	-	-	-	P	-	P
22. Welding or Machine Shop	-	-	-	-	-	-	-	-	-	C	-	-
23. Open Storage for Recreational Vehicle, Boat, and Trailer.	-	-	-	-	-	-	-	-	-	-	-	P
Industrial and Related Uses												
1. Chemical and Plastic Manufacturing	-	-	-	-	-	-	-	-	-	C	-	C
2. Fabricated Textile Products	-	-	-	-	-	-	-	-	-	-	-	C
3. Food Products Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
4. Furniture Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
5. Manufacturing (Light) Processes – which do not emit detectable dust, odor, fumes, or gas beyond the boundary of the property or noise ambient level	-	-	-	-	-	-	-	-	-	-	-	C
6. Precision Instrument and Jewelry Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
7. Trucking Terminal	-	-	-	-	-	-	-	-	-	-	-	C
8. Wholesale Trade and Warehousing	-	-	-	-	-	-	-	-	-	-	-	C
9. Wood and Paper Manufacturing	-	-	-	-	-	-	-	-	-	-	-	C
Agricultural and Related Uses												
1. Agricultural	P	P	P	P	P	P	P	C	P	P	P	-
2. Animal Keeping	P	C	C	C	C	C	C	-	-	-	-	-
3. Beekeeping	P	P	-	-	-	-	-	-	-	-	-	-
4. Breeding or Raising Animals for Food and Sales	P	P	P	P	C	C	C	-	-	-	-	-
5. Crop Production for Sale	P	P	P	P	C	C	C	C	P	P	P	-

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

6. Dairy	P	P	-	-	-	-	-	-	-	-	-	-
7. Farm Industry, or Ranch	P	P	-	-	-	-	-	-	-	-	-	-
8. Orchard, Commercial	P	P	-	-	-	-	-	C	P	P	P	-
9. Orchard, Home Use	P	P	P	P	P	P	P	C	P	P	P	-

[Ord. 11-17-2020B § 1; Ord. 09-18-2018A § 4; Ord. 04-05-2016A § 1; Ord. 07-16-2013B § 3].

17.25.080 Zone regulations chart.

Zone Regulations Chart

ZONING CLASSIFICATION	A-5	A-40	R-1	R-2	R-3	R-4	R-5	N-C	C-C	R-C	P-O	R/I-P
LOT SIZE												
Min. Lot Area (sq. ft.) First Dwelling Unit	5 acres	40,000	12,000	10,000	9,000	-	-	-				
Min. Lot Area (sq. ft.) Nonresidential								10,000	20,000	20,000	20,000	20,000
Density per Acre			2.2	2.7	3.6	8	20					
Min. Lot Area (sq. ft.) for Each Add. Unit	5 acres	40,000	12,000	10,000	9,000	-	-	-	-	-	-	-
Minimum Frontage	150'	100'	85'	85'	85'	-	-	-	-	-	-	-
Minimum Average Frontage of All Lots (see note 1)	-	-	100'	90'	-	-	-					
Minimum Depth	100'	100'	100'	100'	100'	-	-	-	-	-	-	-
PRINCIPAL STRUCTURES SETBACKS												
Min. Front Yard Setback Residential/Nonresidential	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	-	20'	20'	20'	20'	20'	20'
Min. Distance to Garage – Public Road	-	-	-	-	-	25'	-	-	-	-	-	-
Min. Distance to Front Plane of Building – Public Road	-	-	-	-	-	20'	-	-	-	-	-	-
Min. Distance to Garage – Private Road	-	-	-	-	-	25'	-	-	-	-	-	-
Min. Distance to Front	-	-	-	-	-	20'	-	-	-	-	-	-

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

Plane of Building – Private Road													
Min. Distance to Garage – Private Lane	–	–	–	–	–	20'	–	–	–	–	–	–	–
Min. Distance to Front Plane of Building – Private Lane	–	–	–	–	–	20'	–	–	–	–	–	–	–
Min. Distance to Garage – Alley	–	–	–	–	–	8'	–	–	–	–	–	–	–
Min. Distance to Rear Plane of Building – Alley	–	–	–	–	–	8'	–	–	–	–	–	–	–
Min. Front Yard Setback Arterial Street	40'	40'	40'	40'	40'	40'	20'	20'	20'	20'	20'	20'	20'
Min. Side Yard Setback (Interior) One Side	10'	10'	10'	10'	8'	8'	8'	0'	0'	0'	10'	10'	10'
Total	20'	20'	20'	20'	16'	16'	16'	0'	0'	0'	20'	20'	20'
Min. Side Yard (Corner Lot) Street Side	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Arterial Road (Corner Lot)	30'	30'	30'	30'	30'	30'	30'	20'					
Min. Side Yard between R-5 and A-5, A-40, R-1, and R-2	–	–	–	–	–	25'	25'	–	–	–	–	–	–
Min. Rear Yard Setback	30'	30'	30'	25'/30' ⁴	25'/30' ⁴	20'	20'	10'	10'	10'	10'	10'	10'
Distance between Structures on Same Lot (Nonresidential)	–	–	–	–	–	–	10'	10'	10'	10'	10'	10'	10'
Distance between Structures on Adjacent Lot (Nonresidential)	–	–	–	–	–	–	10'	10'	10'	10'	10'	10'	10'
ACCESSORY STRUCTURES/USES													
Minimum Front Yard	–	–	–	–	–	–	–	25'	25'	25'	25'	25'	50'
Minimum Side Yard (Interior)	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	10'
Minimum Side Yard (Street) Corner Lot	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'	0'

The West Point City Code is current through Ordinance 05-18-2021A, passed May 18, 2021.

Arterial Street Corner Lot	20'	20'	20'	20'	20'	20'	20'	0'	0'	0'	0'	0'
Minimum Rear Yard	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'	1'
Distance between Accessory and Principal Structures												
Same Lot	5'	5'	5'	5'	5'	5'	5'	–	–	–	–	–
Adjacent Lot	15'	15'	15'	15'	15'	15'	15'	–	–	–	–	–
HEIGHT												
Height Principal Structure	40'	40'	40'	40'	40'	40'	40'	40'	40'	60'	40'	60'
Height Accessory Structure	30'	30'	30'	30'	30'	30'	40'	40'	40'	40'	40'	20'
Principal Structure Minimum	12'	12'	12'	12'	12'	12'	12'	10'	12'	12'	12'	12'
Accessory Structure, Maximum Stories	1	1	1	1	1	1	1	–	–	–	–	–
LOT COVERAGE												
Minimum Open Space ²	–	–	25%	25%	30%	30%	25%	–	–	–	–	–
Minimum Landscaping	–	–	–	–	–	–	–	15%	15%	15%	15%	15%
FOOTAGE PER DWELLING												
Minimum Size of Dwelling:												
Rambler	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Slab on grade/crawl space	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Bi-level	2,000	2,000	2,000	2,000	2,000	–	–	–	–	–	–	–
Tri-level	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Multi-level	1,400	1,400	1,400	1,400	1,400	–	–	–	–	–	–	–
Multifamily (townhouses)						1,200	1,200					
Two-story	2,000 sq. ft. minimum, 10% variance between floors. Buildings above 2,200 sq. ft., no minimum variance.					–	–	–	–	–	–	–

The R-4 and R-5 districts require 9,000 square feet for the first two dwelling units.

¹ The average frontage shall be the average of all lots within a development, not each phase. No more than three lots in a row shall be the minimum lot width of the zone and the next lot must vary by a minimum of five feet. Lots with greater than 150 feet of frontage will not be included in the calculation of the average. On multifamily projects, the frontage shall be calculated as the frontage of the building, not the individual unit. The frontage shall be measured at the front yard setback and shall be measured along the arc at the setback if the lot frontage is curved.

Corner lots shall meet the minimum lot width requirement on both street frontages.

Residential building lots should not face onto arterial streets whenever possible. In those limited circumstances where the only available frontage is an arterial street, it is important to achieve the greatest setback possible to protect residents from the noise and safety hazards associated with potential high volume of traffic and high speeds. Side yards should also include greater setbacks.

Front yard setbacks along arterial streets, for building purposes, shall be determined from the proposed ultimate width of the arterial street.

Two side-by-side covered parking spaces within a garage shall be required in all single-family and two-family residences.

Special Provisions – A-5, A-40, and R-1. All pens, corrals, barns, coops, stables and other similar structures to keep animals or fowl shall be located not less than 150 feet from a public street and not less than 100 feet from all dwellings on adjacent lots; unless the enclosing structure is on a corner lot, in which case the structure shall be located not less than 150 feet from a public street on one side and 25 feet from the other public street. All pigs shall be kept at least 200 feet from dwellings on adjacent lots.

² Open space does not include any impervious materials.

Those numbers which include a plus (+) sign after them indicate that for every foot of height above 35 feet on principal use structures and above 20 feet on accessory structures, an additional one foot of setback will be required.

Development in the N-C and P-O shall require 40 percent of the buildings (structures) to have the maximum setback of 20 feet with parking being provided in the rear of the lot.

All projects within all commercial with residential uses shall include at least two-thirds of the gross land or floor area in professional office and/or retail spaces. All required professional offices/retail space must be constructed prior to or simultaneous with the residential development.

Rear yard, front yard, and side yard setbacks in the N-C, C-C, R-C, and P-O zones may be adjusted by 50 percent if no detriment, current or future, can be shown to adjacent properties, with a conditional use permit from the planning commission.

³ *Repealed by Ord. 04-07-2020A.*

⁴ The minimum setback of 25 feet can be used in either the front or the rear yard but not both. If the front setback is 25 feet, then the rear setback must be 30 feet and vice versa.

[Ord. 12-15-2020A § 3; Ord. 07-21-2020A § 2; Ord. 04-07-2020A § 3; Ord. 09-18-2018A § 5; Ord. 01-16-2018A § 1; Ord. 07-18-2017B § 1; Ord. 07-18-2017A § 1; Ord. 12-20-2016A § 1; Ord. 05-03-2011 § 2 (Exh. A)].

CITY COUNCIL STAFF REPORT



Subject: Development Agreement & Rezone
5750 W 2425 N

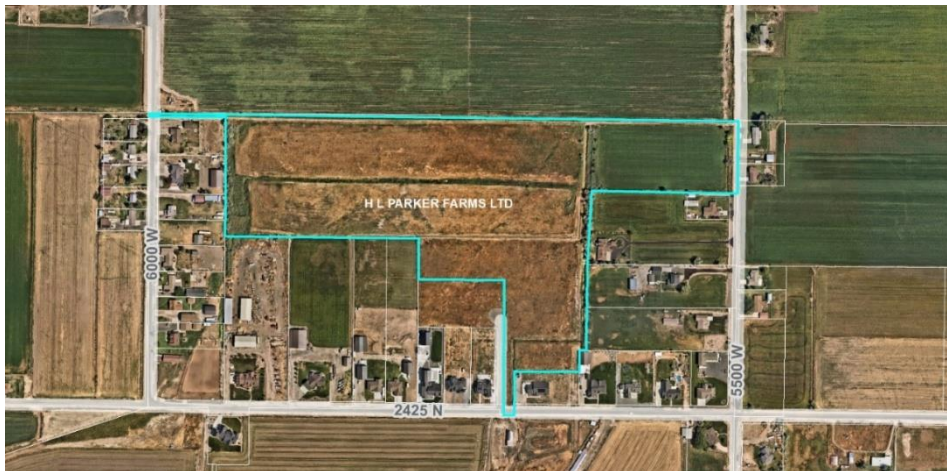
Author: Bryn MacDonald

Department: Community Development

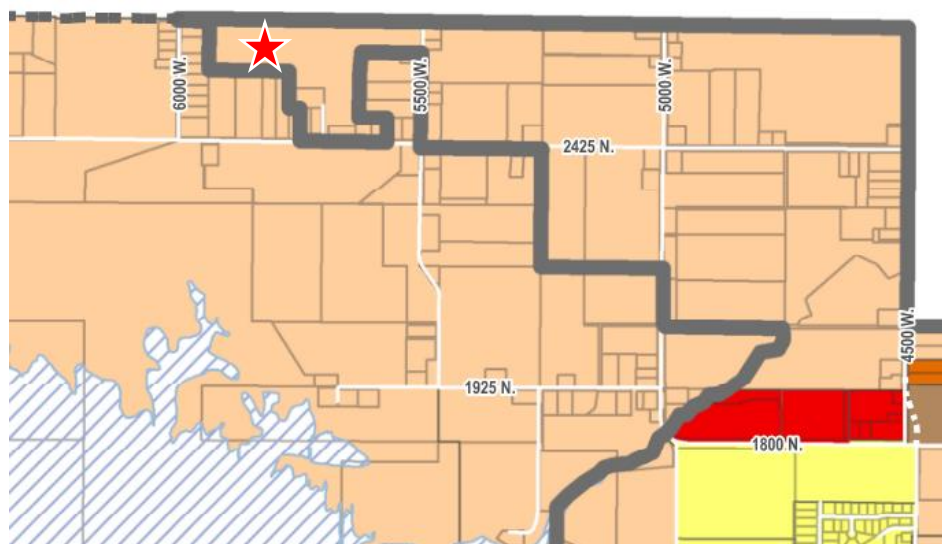
Date: May 19, 2026

Background

Beverly Parker Bailey, representing H.L Farms, LLC, has applied to rezone 34.56 acres located at 5750 West 2425 North. The property was zoned A-5 Agricultural (1 unit per 5 acres) when it was annexed into West Point City in December 2024. The applicant is requesting a rezone to R-1 (Residential 2.2 units per acre) to develop the property into 76 single family lots. There is also a development agreement being proposed to address the infrastructure.



General Plan December 2024



Process

Rezoning requests are legislative decisions. The Planning Commission and City Council have discretion to determine if a zoning change serves the community's overall welfare. This requires demonstrating alignment with the City's General Plan, which outlines the community's long-term vision for development. The rezoning must support the General Plan's goals.

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, tabling for further discussion, or modification. The Planning Commission held public hearings on January 9 and January 23, 2025. During their meeting on February 13, 2025, the Planning Commission recommended denial of the rezone. The City Council must now hold a public hearing and can decide to approve, deny, or modify the request.

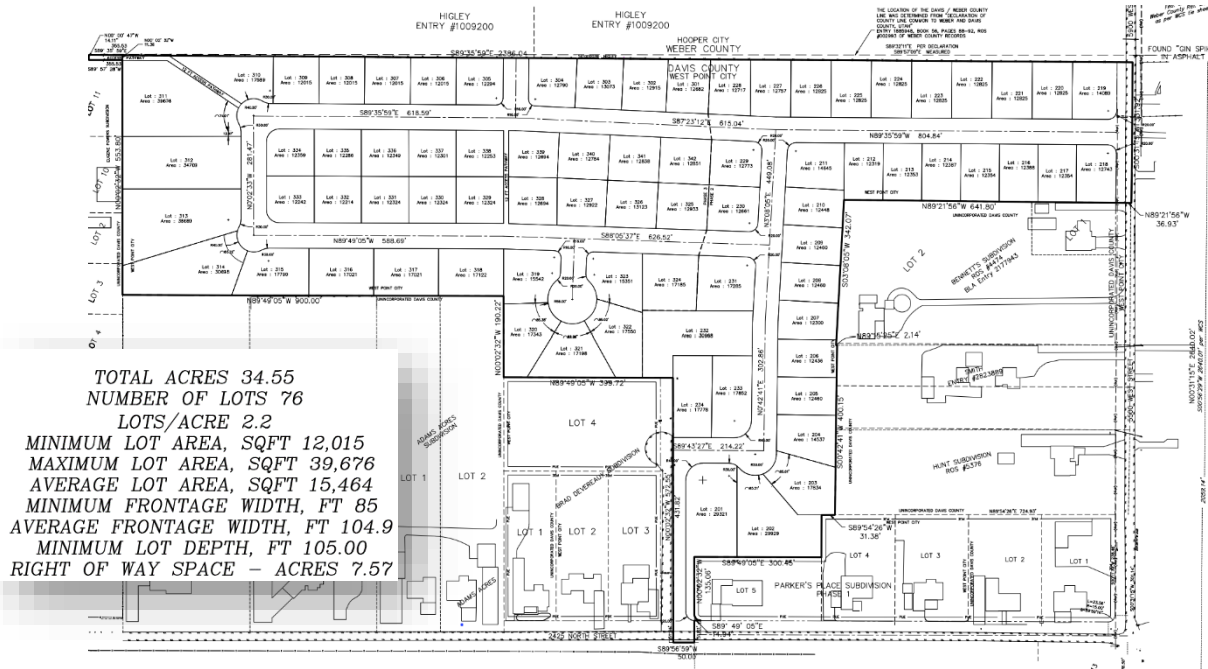
This item was last discussed with the City Council on May 6, 2025. There were concerns that the infrastructure in the area was not adequate to serve the Parker property. The Council directed staff to move forward with infrastructure studies for the newly annexed property. The Council expressed general support for the Parker plan being proposed, so long as adequate infrastructure could be provided. The studies have now been completed and were presented to the City Council on February 3, 2026. The City Council must now have a public hearing and can approve, deny, or modify the request.

Analysis

The applicant is proposing to rezone to R-1 to develop 76 single family lots. The proposal complies with the R-1 designation shown on the General Plan Map in place at the time this applicant was received.

The R-1 Residential zone allows for a density up to 2.2 dwelling units per acre. For the 35-acre site, this would permit a maximum of 76 dwelling units, which aligns with the applicant's proposal. The minimum lot size in the R-1 zone is 12,000 square feet, and the proposed lots comply with this requirement.

Applicants Proposal



R-1 Zone	Required	Proposed
Maximum Density	Up to 2.2 units/acre	2.2 units/acre
Minimum Lot size	12,000 sq/ft	12,015 sq/ft

The Planning Commission held public hearings regarding this rezone on January 9 and January 25, 2025. During both hearings, numerous public comments were received, primarily expressing opposition to the proposal. Some of the key concerns raised included:

- **Increased Traffic Concerns:** Potential traffic congestion on 2425 North due to increased development.
- **Loss of Agricultural Character:** Concerns that smaller lot sizes would disrupt the area's agricultural feel.
- **Infrastructure Concerns:** Potential issues with stormwater management, irrigation, and the impact on existing infrastructure.
- **Fencing Concerns:** Potential impacts of fencing on property and safety concerns.
- **Lack of Agricultural Understanding:** Concerns that owners of smaller lots may not understand the proper care and management of farm animals, potentially leading to harm (e.g., feeding grass clippings to horses).
- **Safety Concerns:** Presence of open ditches, farm animals, and farm equipment on neighboring properties poses potential safety hazards, particularly for children who may be unfamiliar with these risks.

During the meeting on January 23, 2025, City staff noted that the infrastructure in the annexation area, including stormwater and road capacity, may not be adequate for projected development. The City has now completed the infrastructure studies and determined what improvements will need to be made as part of any development occurring in the area.

A development agreement has also been prepared as part of the rezone. It lays out the required infrastructure improvements and funding. It also has architectural requirements and the concept plan attached. There are no exceptions being requested, so a public hearing is not required for the development agreement.

Recommendation

The Planning Commission recommended denial of the rezone to R-1. The PC was concerned about the potential lack of adequate infrastructure in the area, and the density of the proposed development fitting in with the surrounding area.

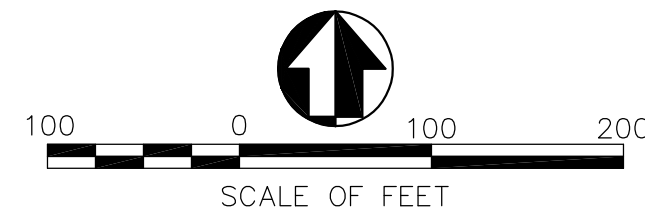
Attachments

Concept Plan

Resolution

Draft Development Agreement

Ordinance



- LEGEND**
- = ROAD CENTER LINES
 - = BAR & CAP SUBDIVISION BOUNDARY
 - = ROAD RIGHT-OF-WAY LINES
 - = LOT BOUNDARY
 - = DIMENSION LINES
 - = ADJOINING PROPERTY LINES
 - = EXISTING EDGE OF ASPHALT
 - = EXISTING PUBLIC UTILITY EASEMENT
 - = EXISTING FENCE
 - = FOUND MONUMENT AS NOTED
 - = FOUND PROPERTY CORNER AS NOTED

TOTAL ACRES 34.55
 NUMBER OF LOTS 76
 LOTS/ACRE 2.2
 MINIMUM LOT AREA, SQFT 12,015
 MAXIMUM LOT AREA, SQFT 39,676
 AVERAGE LOT AREA, SQFT 15,464
 MINIMUM FRONTAGE WIDTH, FT 85
 AVERAGE FRONTAGE WIDTH, FT 104.9
 MINIMUM LOT DEPTH, FT 105.00
 RIGHT OF WAY SPACE - ACRES 7.57

*Draft
 For Concept Review Only*



PARKER'S PLACE SUBDIVISION, PH 2 & 3
 CONCEPTUAL SITE LAYOUT
 WEST POINT CITY, UTAH



DWG DATE:	April 2026
PLOT DATE:	21 April 2026
SHEET	
OF	

RESOLUTION NO. 05-19-2026F

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND H.L. PARKER FARMS LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 5750 W 2425 N

WHEREAS, H.L. Parker Farms LLC owns the real property located at approximately 5750 W 2425 N and identified as Davis County parcel identification number: 14-100-0038 and

WHEREAS, West Point City desires to enter into a development agreement with H.L. Paker Farms LLC; and

WHEREAS, West Point City and H.L. Parker Farms 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 19th day of May, 2026.

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
H. L. PARKER FARMS LLC,
5750 W. 2425 N. (34.55 acres)**

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 H. L. Parker Farms LLC (hereinafter referred to as “**Master Developer**”). City and Master Developer may collectively be referred to as the “**Parties**”.

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-5 (Agricultural) to R-1 (Residential) for certain property located at approximately 5750 W. 2425 N. and contained by the following tax identification number: 14-100-0038 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 34.55 acres; and
WHEREAS the overall Subject Area is described in the legal descriptions in more detail in “**Exhibit A**” attached hereto; and

WHEREAS, the Master Developer 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 the 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;

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

WHEREAS, the City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 and relevant municipal ordinances;

WHEREAS the Parties desire to enter into this Agreement to specify the rights and responsibilities of the Master Developer to develop the Subject Area and the rights and

responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement;

WHEREAS, the Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., 10-20-102(18)(a).

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 1, 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 Pointe, 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 H.L. Parker Farms, 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 interests hereunder.

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

1.5 “Subject Area” shall mean the 34.55 acres as legally described in Exhibit A.

ARTICLE II

CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 34.55 acres of R-1 zoning.

2.2 With respect to all zoning designations, Master Developer agrees to design and construct industry standard quality structures and amenities and to comply with all land use provisions of the City’s Ordinances and specific setback requirements of Article IV of this Agreement, except as modified by 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 subdivision of the Subject Area from the Master Developer. The subdivision reviews and approvals shall be made pursuant to City ordinances and this Agreement. 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 Master Developer shall have the right to develop up to 76 single-family residential lots on the Subject Area. Master developer acknowledges that the development of 76 single family lots 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 all 76 single family lots.

4.2 Master Developer shall construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of the development of the Subject Area including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities. Specifically, Master Developer shall be responsible for the following items:

4.2.1 Storm Water Infrastructure

The Master Developer shall be responsible for the design and construction of the storm water infrastructure depicted in **Exhibit C** (the "Improvements"), which shall include, without limitation, the following components:

- a. Construction of approximately 300 feet of eighteen inch (18") irrigation supply pipe along the west side of 5500 West Street from approximately 2630 North to Davis/Weber County Line
- b. Cleaning and upgrading of approximately 560 feet of the existing open drainage ditch along the west side of 6000 West Street from approximately 2532 North to 2425 North Street;
- c. Construction of approximately 50 feet of twenty-four inch (24") storm drain pipe adjacent to an existing eighteen inch (18") storm drain pipe crossing 2425 North Street at approximately 5990 West

- d. Construction of multiple sections totaling approximately 1940 feet of thirty-six inch (36") pipe, or smaller pipe size if determined by the city engineer to accommodate projected flow rates, along south side of 2425 North Street from approximately 5990 West to 6450 West;
- e. Cleaning and upgrading of approximately 690 feet of the existing open drainage ditch along the south side of 2425 North Street from approximately 6250 West to 6400 West;

The estimated cost of Offsite Improvements is **One Million Three Hundred Sixty Thousand Six Hundred Sixty-five Dollars (\$1,360,665.00)**. The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

All impact fees received by City from lots within Parker’s Place Subdivision shall be used first to reimburse Master Developer for the full costs listed above. All impact fees received by City from or associated with properties in the general impact fee study area (not from Parker’s Place or Ivy Meadows) shall be used first to reimburse Master Developer and the master developer in the Ivy Meadows development for the full costs of storm drain system improvements associated with the study area. While it is anticipated that these construction costs will be eligible for reimbursement through impact fees, it is not likely that impact fees will be collected in an amount sufficient to cover all of these costs. The parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

It is further anticipated that funding from Davis County will be available to cover a portion of the construction costs. Davis County has committed \$1,000,000 from budget funds to pay for these regional infrastructure needs. West Point City has also filed a request for a \$2,400,000 county transportation grant. City agrees that all of this funding through Davis County will be used to reimburse Master Developer and the master developer in the Ivy Meadows development and that funds will reimburse the two master developers in amounts proportional to the amounts listed in the two development agreements. As this funding becomes available, the parties shall enter into a separate agreement governing the reimbursement timing of those funds.

In the event that reimbursement through impact fees and/or funding from Davis County is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

4.2.2 Sewer Improvements

The Master Developer shall be responsible for the design and construction of the Sewer improvements depicted in **Exhibit D** (the “Improvements”), which shall include, without limitation, the following components:

- a. Install an eight inch (8”) sewer line along 2425 N from 5500 W to 5750 West.

The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

All impact fees received by City from lots within Parker's Place Subdivision shall be used first to reimburse Master Developer for the full costs of improvements listed above. All impact fees received by City from or associated with properties in the general impact fee study area (not from Parker's Place or Ivy Meadows) shall be used first to reimburse Master Developer and the master developer in the Ivy Meadows development for the full costs of sewer system improvements associated with the study area. While it is anticipated that these construction costs will be eligible for reimbursement through applicable impact fees, it is not likely that impact fees will be collected in an amount sufficient to cover all of these costs. The parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

In the event that reimbursement through impact fees is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

4.2.3 Roadway Improvements

The Master Developer shall be responsible for the design and construction of the roadway improvements depicted in **Exhibit E** (the "Improvements"), which shall include, without limitation, the following components:

- a. Widen 2425 North from 5500 W to 6000 W. The existing road is approximately twenty feet (20') wide and must be widened to twenty six feet (26'). wide with a minimum of a three feet (3') gravel shoulder on each side.
- b. Where the roadway is adjacent to the Master Developer's property on 2425 N and on 5500 W, the roadway must be widened to the full width according to the city standard, including curb and gutter.

The estimated cost of the Improvements is **Two Hundred Twenty-five Thousand Seven Hundred Seventy-five Dollars (\$225,775)**. The Master Developer shall be solely responsible for all costs associated with the design and construction of the Improvements and shall pay the actual costs incurred at the time of construction.

All impact fees received by City from lots within Parker's Place Subdivision shall be used first to reimburse Master Developer for the full costs of improvements listed above. All impact fees received by City from or associated with properties in the general impact fee study area (not from Parker's Place or Ivy Meadows) shall be used first to reimburse Master Developer and the master developer in the Ivy Meadows development for the full costs of roadway improvements associated with the study area. While it is anticipated that these construction costs will be eligible

for reimbursement through applicable impact fees, it is not likely that impact fees will be collected in an amount sufficient to cover all of these costs. The parties shall enter into a separate impact fee reimbursement agreement setting forth the terms and conditions of such reimbursement.

It is further anticipated that funding from Davis County will be available to cover a portion of the construction costs. Davis County has committed \$1,000,000 from budget funds to pay for these regional infrastructure needs. West Point City has also filed a request for a \$2,400,000 county transportation grant. City agrees that all of this funding through Davis County will be used to reimburse Master Developer and the master developer in the Ivy Meadows development and that funds will reimburse the two master developers in amounts proportional to the amounts listed in the two development agreements. As this funding becomes available, the parties shall enter into a separate agreement governing the reimbursement timing of those funds.

In the event that reimbursement through impact fees and/or funding from Davis County is not available, the Master Developer shall remain fully responsible for the payment of one hundred percent (100%) of the costs of the Improvements.

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

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

i. 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.

ii. Minimum square footage of 1,400 sq. ft. on main level for rambler style homes.

iii. Minimum square footage of 1,900 sq. ft. above grade for two story style homes.

iv. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.

v. All homes must have a minimum 4-12 pitched roof.

vi. All homes must have a minimum 2 car garage side by side, not tandem.

vii. Vinyl siding shall be prohibited.

4.4 Impact Fees. Master Developer agrees to pay all impact fees required at the time a building permit is submitted.

4.5 Amendments. Master Developer agrees to limit development of the Subject Area to the residential and open space uses provided herein unless otherwise set forth in this Agreement.

4.6 Conflicts. Except as otherwise provided, in the event of a conflict between the provisions of this Agreement and the City's standards for improvements, this Agreement shall govern.

ARTICLE V

GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits-Master Developer. Master Developer shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer Undertakings pertaining to the development of the Subject Area and shall apply for such permits directly to the 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 said permits.

5.2 Completion Date. The Master Developer shall, in good faith, reasonably pursue completion of the development of the Subject Area. The development of the Subject Area must meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto.

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 the City shall have the right to access the Subject Area without charges or fees during the performance of the Master Developer Undertakings.

5.4 Federal and State Requirements. If any portion of the Subject Area to be developed is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Subject Area 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 a 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 sixty (60) days after receipt of such notice. In the event that such default or breach cannot be reasonably cured within said sixty (60) day period, the Party receiving such notice shall, within such sixty (60) 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 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 fails to comply with applicable West Point 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 development of the Subject Area 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 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 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.

ARTICLE VII

VESTED RIGHTS-INFRASTRUCTURE IMPROVEMENTS

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 West Point City Code.

Where any conflict or ambiguity exists between the provisions of the West Point City 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 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 power, such legislation shall only be applied to modify any development standards that are applicable to the development 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 as recognized by law in 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, Master 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 development under the compelling, countervailing public interest exception to the vested rights doctrine.

7.3 Infrastructure and the Provision of Municipal Services

7.3.1 Construction of Necessary Infrastructure. Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of the development of the Subject Area including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

7.3.2 Maintenance of Private Roads and Improvements. Master Developer shall have the duty to maintain or cause to be maintained all private areas designated as such on subdivision plats that are located on the Subject Area. The Master Developer shall have the duty to maintain or cause to be maintained any detention ponds within the subdivision. The Master Developer may transfer the ownership and maintenance responsibilities for the detention ponds to the Home Owner's Association or to a private individual.

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: H. L. Parker Farms LLC

 c/o Beverly P Bailey

 179 E Peachtree Dr

 Centerville, UT 84014

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, together with any related applications, actions, permits, plats, plans, and associated vested rights, constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master 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 Attorney Fees. In the event of any dispute between the parties concerning the construction or enforcement of this Agreement, the prevailing party shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney 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's 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.

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

[Mayor's Signature]

ATTEST:

[City Recorder]

H.L. Parker Farms, LLC

[Authorized Signatory for H. L. Parker Farms, LLC]

**EXHIBIT A
LEGAL DESCRIPTIONS**

Davis County Parcel ID Number:
14-100-0038

A parcel of land lying and situate in the Southwest Quarter of Section 24, Township 5 North, Range 3 West, Salt Lake Base and Meridian. Basis of Bearing for subject parcel being Geodetic NORTH as determined by GPS or North 89°56'59" East 2648.18 feet (measured) between the Davis County Survey Monuments monumentalizing the south line of said Southwest Quarter of said Section 24. Subject parcel being more particularly described as follows:

Commencing at the Davis County Surveyor's capped 2-inch iron pipe monumentalizing the South Quarter Corner of said Section 24; Thence South 89°56'59" West 1253.84 feet coincident with the south line of said Southwest Quarter Section; Thence North 00°31'15" East 676.53 feet; to the southwest corner of Parker's Place Subdivision Phase 1 and the TRUE POINT OF BEGINNING:

Thence South 89°56'59" West 50.00 feet to the southeast corner of the Brad Devereaux Subdivision, Thence the following two (2) courses coincident with the east and north lines of the Brad Devereaux Subdivision, according to the official plat thereof, 1) North 00°02'32" West 624.16 feet to the northeast corner thereof; 2) North 89°49'05" West 399.72 feet to the northwest corner thereof; Thence North 00°02'32" West 190.22 feet to the northeast corner of Adams Acres Subdivision, according to the official plat thereof; Thence North 89°49'05" West 900.00 feet coincident with the north line of said Adams Acres Subdivision and the TNT Subdivision to a point on the east boundary of the Eugene Fowers Subdivision; Thence North 00°02'32" West 553.80 feet coincident with said "Fowers Subdivision"; Thence South 89°57'28" West 355.53 feet; Thence North 00°00'47" West 14.11 feet; Thence South 89°35'59" East 2741.57 feet; Thence South 00°31'15" West 331.92 feet to a point on the north line of the Bennett's Subdivision; Thence the following three (3) courses coincident with the perimeter of said subdivision, 1) North 89°21'56" West 678.73 feet; 2) South 03°08'06" West 342.07 feet; 3) North 89°15'25" East 2.14 feet; Thence South 00°42'41" West 400.15 feet coincident with the west line of the Hunt Subdivision to a point on the north line of Parker's Place Subdivision Phase 1; Thence the following four (4) courses coincident with the Parker's Place Subdivision Phase 1, according to the official plat thereof, 1) South 89°54'26" West 31.38 feet; 2) South 00°11'39" West 100.14 feet; 3) North 89°49'05" West 300.45 feet; 4) South 00°02'32" East 201.68 feet to the southwest corner thereof; and the point of beginning.

Contains approximately 34.55 acres of land

EXHIBIT D SEWER IMPROVEMENTS

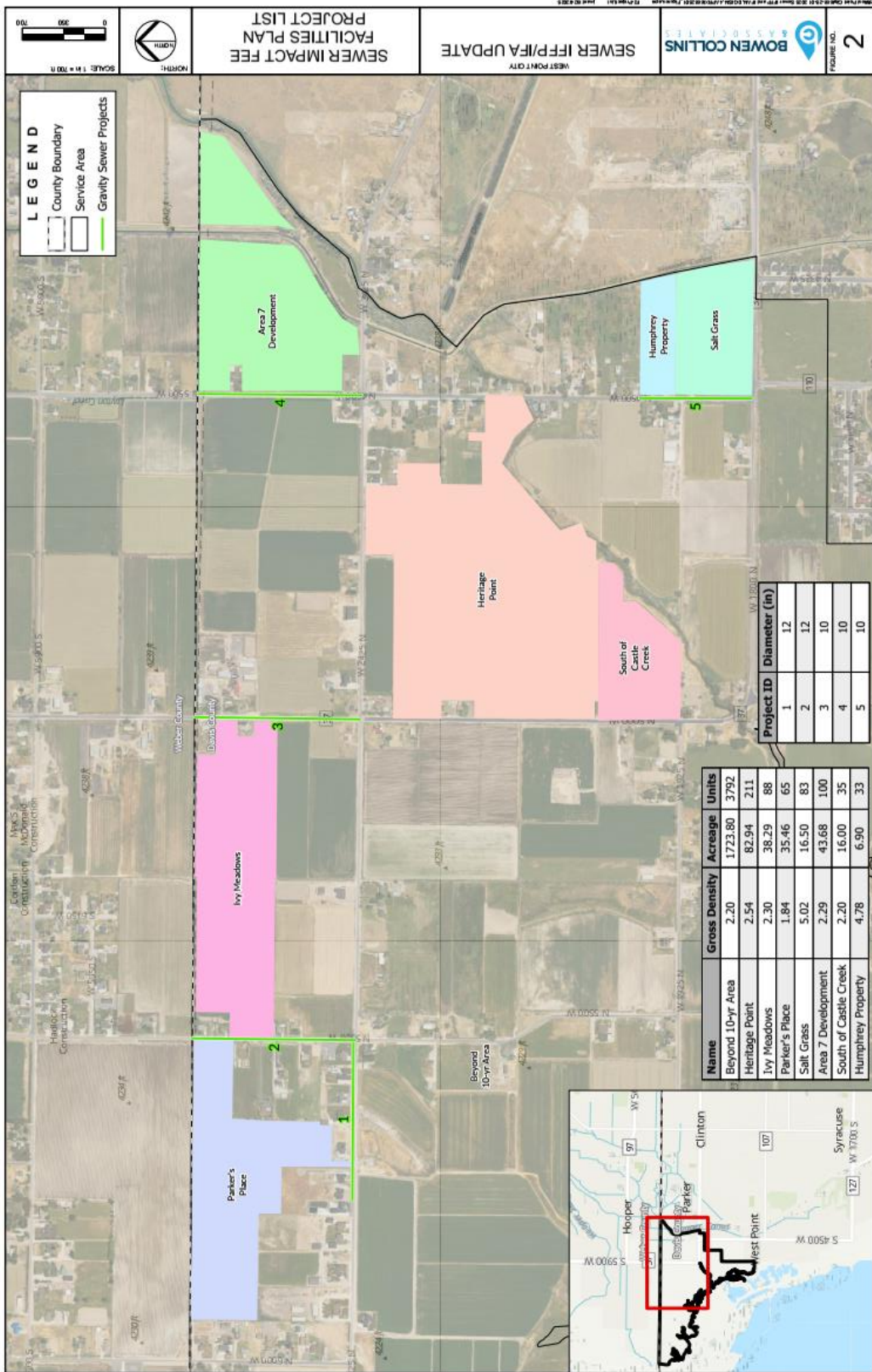
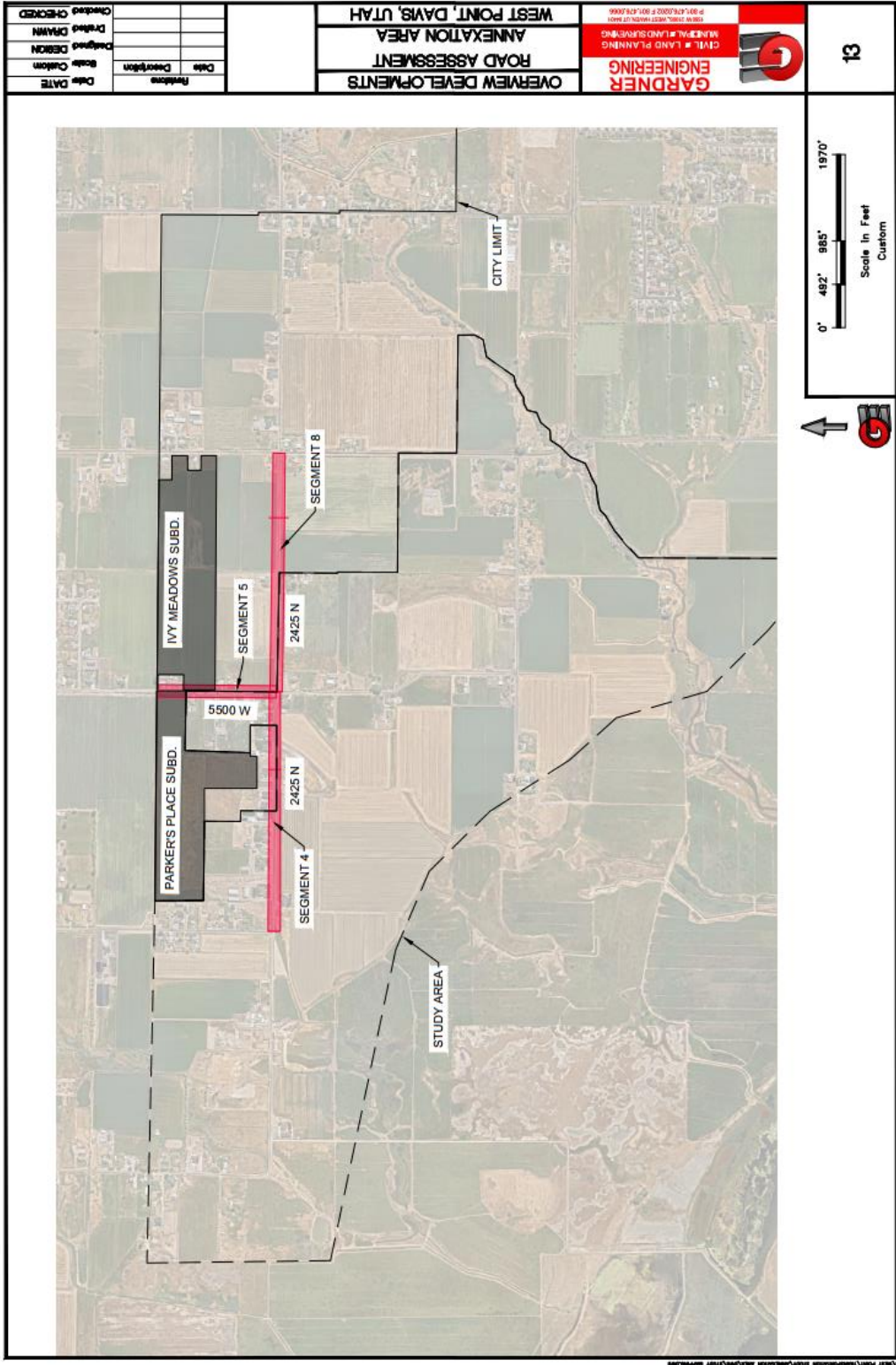


EXHIBIT E ROADWAY IMPROVEMENTS



OVERVIEW DEVELOPMENTS	ROAD ASSESSMENT	ANNEXATION AREA	WEST POINT, DAVIS, UTAH	GARDNER ENGINEERING CIVIL & LAND PLANNING 1600 S. 1000 E. SUITE 100 WEST POINT, UTAH 84315 P: 907.476.2002 F: 907.476.0666	13
Date: _____	Description: _____	Date: _____	Revisions: _____	Scale: Custom	
Drawn: _____	Checked: _____	Designed: _____	Checked: _____		

ORDINANCE NO. 05-19-2026B

**AN ORDINANCE REZONING PROPERTY LOCATED AT
5750 W 2425 N TO R-1**

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-5 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 19th day of May, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Legal Description:

Parcel ID number: 14-100-0038

CITY COUNCIL STAFF REPORT



Subject: Bid Award – Asphalt Patching
Author: Kenny England
Department: Engineering
Meeting Date: May 19, 2026

Background

As part of our regular street maintenance program, we are planning to do several asphalt patches at various locations around the city. The cost of doing the asphalt patches will require City Council approval before we begin the work.

Analysis

This year we plan to have Post Asphalt do the patchwork. Post has done several patches for us in the past and has done excellent work. They are now under a state contract which will allow us to use them without going to formal bid. With that said, we still had them give us a bid for our specific work we need done. The bid we received from them is \$119,844.50. We would ask that the Council authorize us to spend \$119,844.50 to complete the necessary patchwork.

Each year the Council budgets \$250,000 for street maintenance. This bid fits within that budget and leaves funds for other maintenance work that will be done.

Recommendation

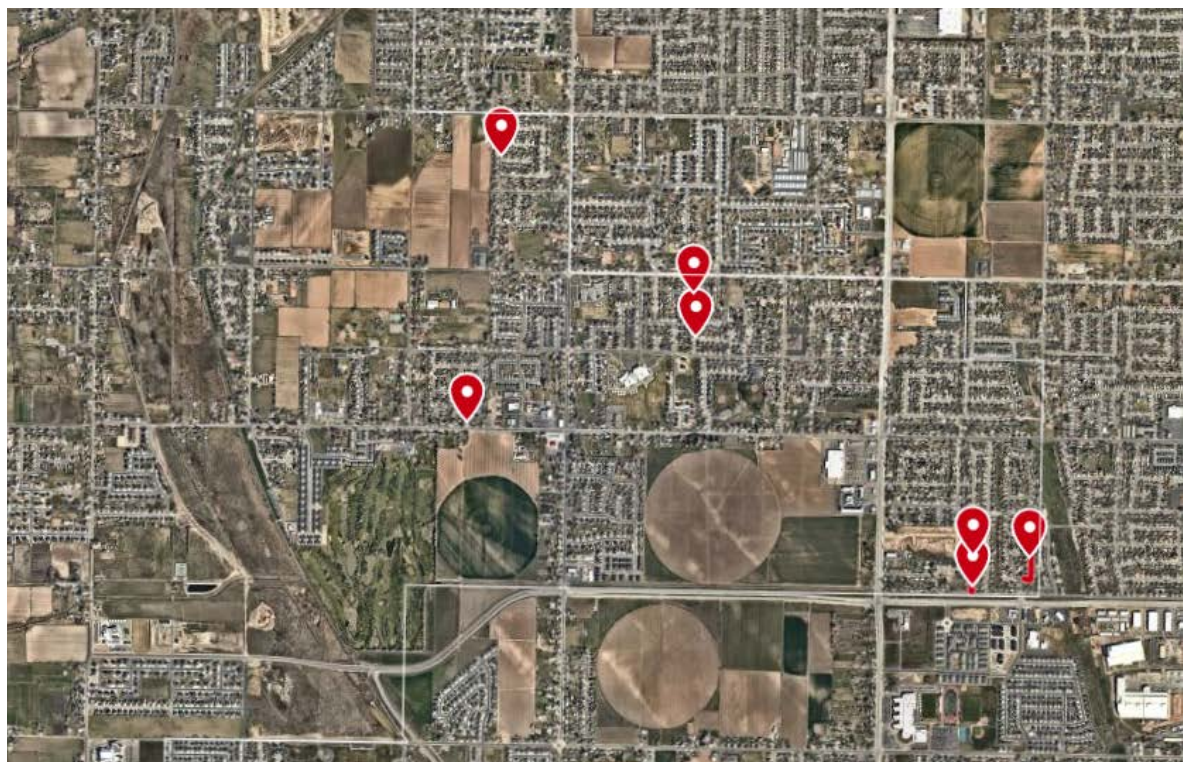
Staff recommends approval of the contract with Post Asphalt for \$119,844.50

Significant Impacts

None.

Attachments

Quote



CITY COUNCIL STAFF REPORT



Subject: Warranty –Hall Haven
Author: Boyd Davis
Department: Engineering
Meeting Date: May 19, 2026

Background

The Hall Haven Subdivision Phase is located at 3250 W 1300 N. The developer has completed all the required improvements and is now asking that the subdivision be placed on a one-year warranty.

Analysis

The subdivision was 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

It is recommended that the City Council place the Hall Haven Subdivision on a one-year warranty.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: Warranty – Harvest Fields Phase 1B
Author: Boyd Davis
Department: Engineering
Meeting Date: May 19, 2026

Background

The Harvest Fields Subdivision is located at 1200 S 4500 W. Phase 1B was placed on warranty on March 4, 2026 and has completed the required one-year warranty period. The developer is requesting that it be removed from warranty.

Analysis

An inspection of the improvements in the Subdivision 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.

Recommendation

Staff recommends that the Harvest Fields Phase 1B be removed from warranty

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT

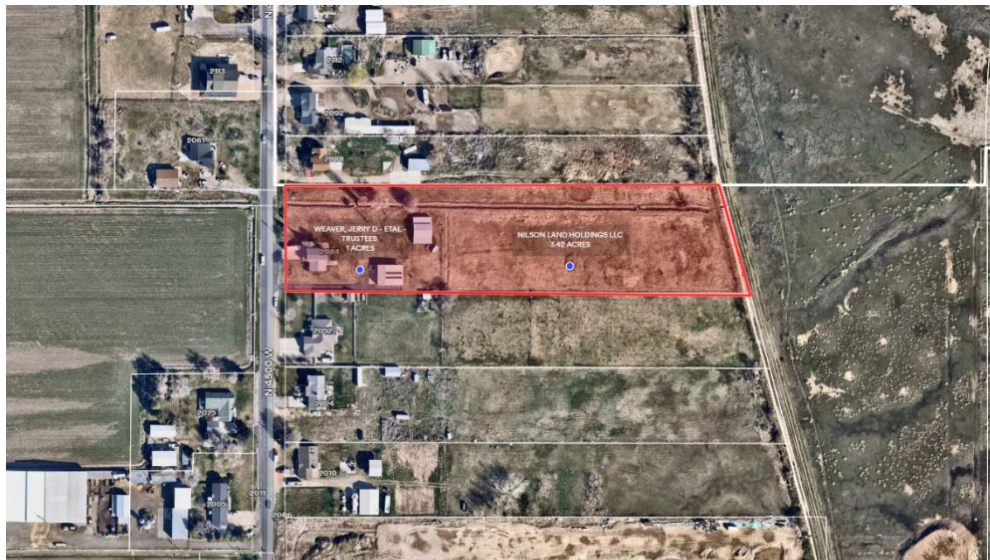


Subject: Rezone Request & Development Agreement –
2084 N 4500 W (Heritage Trails)
Author: Bryn MacDonald
Department: Community Development
Date: May 19, 2026

Background

The applicant, Nilson Land Development, has submitted a rezone request for two properties located at approximately 2084 North 4500 West (Parcel Nos. 14-165-0005 and 14-165-0006), totaling approximately 4.42 acres. The properties are currently zoned A-40 (Agricultural) and the request is to rezone to R-4 (Residential/6 units per acre).

On February 17, 2026, the City Council approved a General Plan amendment for the property, changing the future land use designation from R-1 Residential to R-4 Residential. The applicant is now requesting to rezone the properties from A-40 to R-4 Residential to align with the adopted General Plan designation. The applicant is also proposing a development agreement.



Process

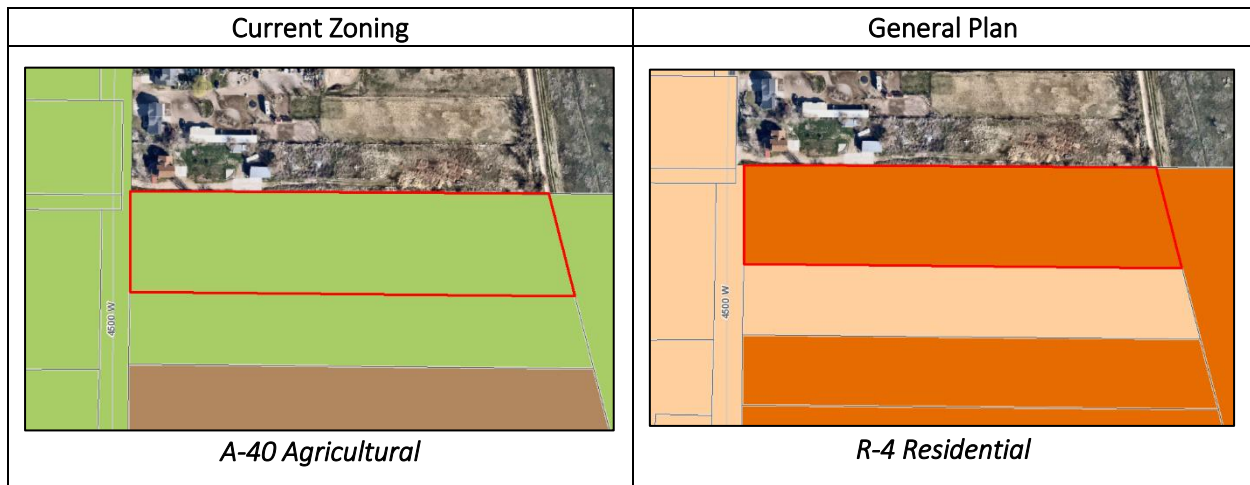
A rezone is a legislative decision. A public hearing must be held by the Planning Commission and a recommendation made to the City Council. The City Council then holds a public hearing and can approve, modify, or deny the request.

The Planning Commission held a public hearing on May 14, 2026, and recommended approval of the rezone. There were no public comments received during the hearing. The City Council must now hold a public hearing and can approve, deny, or modify the rezone request.

The applicant is also proposing a development agreement. Since the agreement grants exceptions to the zoning ordinance, it also requires a public hearing. The Planning Commission held a public hearing on May 14, 2026, and recommended approval of the development agreement. There were no comments received during the public hearing. The City Council must now hold a public hearing and can approve, deny, or modify the development agreement.

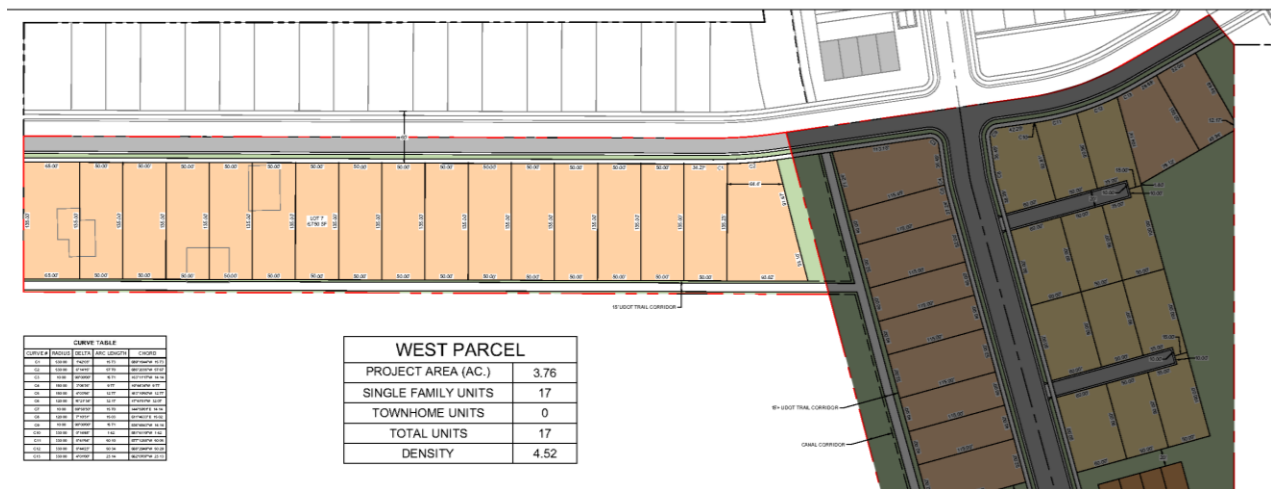
Analysis

The proposed rezone request would change the existing A-40 (Agricultural) zoning designation to R-4 Residential, consistent with the adopted General Plan designation for the property.



West Point City Code defines the R-4 zone as a medium-density residential zone allowing up to 6 units per acre. The applicant's concept plan identifies 17 single-family lots on approximately 4.42 acres, resulting in an overall density of approximately 3.85 units per acre. The proposed density is below the maximum density permitted within the R-4 zone.

The applicant is proposing single-story patio homes for this phase of the development. The R-4 code requires street trees and perimeter fencing as part of the site plan. These items will be verified for compliance during the preliminary plat review.



The table below compares the applicant's proposal with selected R-4 zoning and development agreement requirements.

R-4 Zone		
Standard	Required	Proposed
Maximum Density	Up to 6 units/acre	3.85 units/acre
Minimum Lot size	5,000 sq/ft	6,700 sq/ft
Conceptual Plan	Yes	Provided

Landscape Plan – includes one 2-inch caliper tree per dwelling	Yes	Provided
Elevations	Yes	Provided; See below
Perimeter fence	Yes	Provided

Applicants Proposed Elevations:



Development Agreement:

In conjunction with the rezone request, the applicant is proposing a development agreement that would establish architectural requirements for the subdivision. It would also allow exceptions to the side yard setback and road cross section. The side yard setback would be reduced from 6 feet to 5 feet. The road cross section would be slightly modified to align with the right of way requirements for Clinton City.

Declaration of Covenants, Conditions, and Restrictions (CC&Rs):

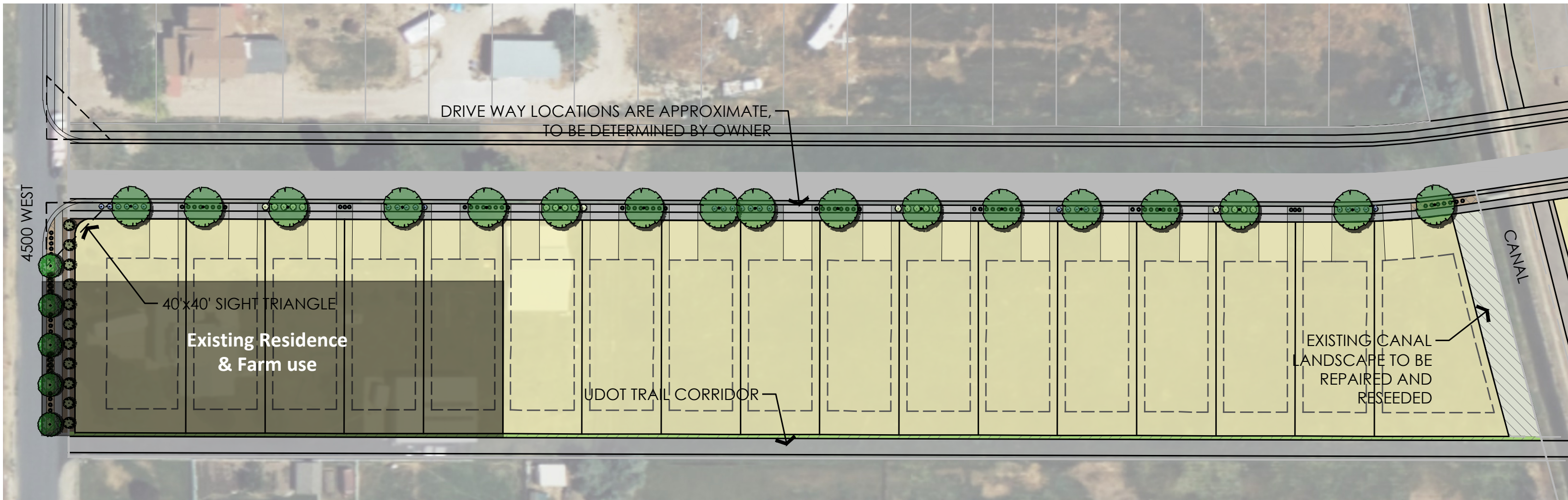
The Heritage Trails CC&Rs must mandate that all homes within the R-4 zone be owner-occupied for the life of the home, consistent with West Point City's requirements. Exceptions to this rule are allowed as specified in Utah Code section 57-8a-209. This requirement is outlined in Section 3.2 of the attached draft CC&Rs.

Recommendation

This item is on for discussion only. No action is required at this time. The Planning Commission recommended approval of the rezone to R-4 and the development agreement. The City Council should consider whether the proposed zoning change, development agreement, and associated site plan support the overall welfare of the community and comply with applicable city standards.

Attachments

- Site Plan
- Landscape Plan
- Draft Development Agreement



PLANTS

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
--------	------	-----	-------------------------	------	-----------

TREES



CP	17	CRATAEGUS PHAENOPYRUM WASHINGTON HAWTHORN	2" CAL.	B&B
----	----	----------------------------------------------	---------	-----



PP	5	PYRUS CALLERYANA 'REDSPIRE' REDSPIRE CALLERY PEAR	2" CAL.	B&B
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SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
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SHRUBS



PL	28	PEROVSKIA ATRIPLICIFOLIA 'DENIM 'N LACE' DENIM 'N LACE RUSSIAN SAGE	5 GAL.
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PJ2	20	POTENTILLA FRUTICOSA 'JACKMANII' JACKMAN'S BUSH CINQUEFOIL	3 GAL.
RG	11	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	5 GAL.

GRASSES

FE	77	FESTUCA GLAUCA 'ELIJAH BLUE' ELIJAH BLUE FESCUE	1 GAL.
MSA	10	MISCANTHUS SINENSIS 'ADAGIO' ADAGIO EULALIA GRASS	1 GAL.

LEGEND

SYMBOL	DESCRIPTION	QTY
	LANDSCAPE ROCK 4" DEPTH, 2-4" SIZE WITH WEED BARRIER FABRIC	865 SF
	4' DEPTH LANDSCAPE MULCH WITH WEED MAT	1,102 SF
	EXISTING LANDSCAPE, REPAIR AND RESEED AREAS DISTURBED BY CONSTRUCTION	2,790 SF
	UDOT TRAIL CORRIDOR BY OTHERS	2,321 SF



May 11, 2026



Landscape Plan - Nilson Homes

West Point, UT

When Recorded Return to:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

**DEVELOPMENT AGREEMENT
HTR-WPWEST SUBDIVISION
(West Point, UT)**

THIS DEVELOPMENT AGREEMENT for the HTR-WPWEST SUBDIVISION (“**Agreement**”) is made and entered into this ___ day of _____, 2026, (“**Effective Date**”) between West Point City, a municipal corporation of the State of Utah (“**City**”), and Nilson Land Holdings, LLC (“**Developer**”). City and Developer collectively referred to as the “Parties” and separately as “Party.”

RECITALS

WHEREAS, Developer is the owner of certain property, consisting of approximately 4.42 acres, located within the boundaries of City, and known by tax identification numbers: 14-165-0005 and 14-165-0006 (“**Property**”). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, Developer intends to develop the Property into a residential subdivision, in accordance with the terms of this Agreement (“**Project**”). Therefore, Developer and City desire to enter into this Agreement.

WHEREAS, to enable development of the Project, Developer has requested and City has considered an application for a zone change on the Property to R-4 (Residential), which combined with this Agreement, will enable Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project, all in accordance with the Concept Plan, attached hereto as Exhibit B and incorporated herein (“**Concept Plan**”); and

WHEREAS the City believes that entering into the Agreement with Developers 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:

1 Interpretation and Conditions Precedent.

1.1 Interpretation. Whenever in this Agreement:

- 1.1.1 the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;
- 1.1.2 there is a reference to “days,” such reference shall be deemed to be “calendar days” unless the phrase “business days” is expressly stated;
- 1.1.3 the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and
- 1.1.4 there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

1.2 Council Approval Condition. This Agreement shall not take effect until the West Point City Council has (a) given final zoning approval to the R-4 zoning designation(s) on the Property, which will allow Developer to develop the Project as shown on the Concept Plan, and (b) legislatively approved this Agreement, and all parties have signed.

2 **Vesting.**

2.1 Vested Rights. The Parties specifically intend and agree that this Agreement grants to the Developer “vested rights” to the maximum extent possible under law and equity, as that term is construed in Utah’s common law and pursuant to UTAH CODE § 10-20-902. Accordingly, the Developer has the right to develop the property in accordance with the City’s ordinances in place as of the Effective Date and this Agreement, which is attached hereto an Exhibit C, without modification by the City except as specifically provided in this Agreement. With the legislative passage of this Agreement, no further zoning change or amendment to the zoning ordinances is needed to fully develop the Project in accordance with the Concept Plan.

2.2 Exceptions to Vested Rights. The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

- 2.2.1 City laws that Developer agrees in writing apply to the Project;
- 2.2.2 City laws that are both generally applicable to all properties in the City’ jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;
- 2.2.3 City’s development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards

that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.2.4 Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.2.5 Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

2.3 Vested Density. Subject to Developer complying with the terms of this Agreement, as well as with all applicable subdivision and site plan standards found in the City ordinances in place as of the Effective Date (and in accordance with subsection 2.4, below), the Project is vested at a density of up to 17 residential units ("Units"). The number of vested Units may be reduced by Developer from that number depending on development needs.

2.4 Conflicts. Development shall take place in accordance with the terms of this Agreement, the City's code in effect on the Effective Date, and the Utah State Code. In the event of any conflicts among the above, this Agreement shall control.

2.5 Material Changes. Approval of this Agreement includes approval of the attached Concept Plan, which is expressly understood to be conceptual and not final, and is not a preliminary plat approval. Deviations from the attached concept plan in design, layout, and engineering, including the location of trails and open spaces, are expected. Such changes shall not be considered amendments to this agreement and shall be reviewed and approved administratively by City staff based on overall compliance with section 2.4. Material changes, meaning an increase in overall density or a change in use, will require an amendment to this Agreement.

2.6 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.

3 Development Obligations.

3.1 Application Review Procedures. Procedures for review and approval of applications from Developer 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.

3.2 Design Standards

- 3.2.1 As a planned development, the Project will feature certain architectural design standards (“**Standards**”) as specified herein, in order to ensure quality exterior appearance. Compliance with these Standards shall be the responsibility of the Developer. To the extent that the Standards in this Agreement conflict with City Ordinances, this Agreement controls.
- 3.2.2 The following exterior materials are approved: Brick, Stone, Stucco, Fiber-Cement Siding, Metal Siding, Exposed Architectural Concrete, Colored/Textured CMU Block.
- 3.2.3 Fencing for screening of residential units from streets is not required.
- 3.2.4 Use of color in residential exterior elevations is permitted. No restriction on color shall be imposed by the City.
- 3.2.5 The primary road through the Project shall be dedicated to the public, 60 feet wide, in compliance with the below and with the right-of-way cross sections attached hereto as Exhibit D:
- 3.2.6 Setbacks -Single Family Detached Homes

Front Setbacks:	Street-Facing Garage (Public Road)	25’
	Home	20’
Side Yard Setbacks:	Between buildings.	10’
Rear Yard Setbacks:		15’
All Corner Setbacks:		15’
Porches, decks, and stairs may encroach into the setbacks.		

3.3 HOA Association Formation. Prior to the final recording of any residential subdivision within the Project, a Homeowner’s Association (“**HOA**”) shall be formed and organized and covenants, conditions, and restrictions applicable to the Project (“**CC&Rs**”) shall be recorded against the Property. Developer may, in Developer’s discretion, elect to include the Project into the HOA for the neighboring Heritage Trails Subdivision.

Trails. Along with the recording of the Final Plat, Developer shall dedicate for the use of the public such trail corridors as are shown on the Concept Plan, which the parties acknowledge are

sufficient to satisfy Developer’s open space obligations. The final trail corridor shall be designed to provide connectivity to the City’s greater trail system. Developer shall have no obligation to construct trail improvements upon the corridor. The trail shall be constructed by UDOT and owned and maintained by the City.

3.4 Phasing. The Property may be developed in Phases as justified by market demand, subject to the specific requirement of this Agreement that necessary and adequate infrastructure be in place or constructed to ensure adequate and equal service to the property. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Concept Plan, and as may be required as phased development proceeds. 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.

3.5 Diligent Completion. Developer shall, in good faith, reasonably pursue completion of the Project. In consideration of the current use and occupancy of the Property, City acknowledges that Developer may not be able to apply for residential building permits on the Property for some time. The Parties therefore agree that the lack of development activity on the property for up to five years from the date that development approvals are received will not result in the loss of those development approvals.

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

3.7 Project Timing. In consideration of the current occupant of the Property, Developer shall not be obligated to begin development activities on the Property for up to four years following the Effective Date. Furthermore, this Agreement and Developer’s associated rights to develop the Project shall not expire due to inactivity as long as the Property remains occupied.

4 Reimbursement for System Improvements.

4.1 Reimbursement. Developer may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act). To the extent that such improvements go beyond the Project’s proportionate impact, the City shall add such improvements to its impact fee facilities plan, and reimburse or credit Developer for such facilities as required by the rough proportionality test found in UTAH CODE § 10-20a-911, in the Nollan/Dolan line of cases, and by the Utah Impact Fees Act.

4.2 Upsizing. The City shall not require the Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the City agrees to reimburse Developer for the marginal cost difference of the upsizing.

5 Default.

- 5.1 Notice of Default and Cure.** 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. **Right to Cure.** 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.
- 5.3 Remedies.** 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 cure or remedy such default, including, but not limited to proceedings to compel specific performance by the Party in default or breach of its obligations; and
- 5.4 Cease and Desist.** If Developers fail 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 development cease and desist, that all work therein be stopped, also known as a “Stop Work” order.
- 5.5 Force Majure.** For the purpose of any other provisions of this Agreement, neither City nor 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.
- 5.6 Extensions.** 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 General Provisions.

- 6.1 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 Developer:
 Nilson Land Holdings, LLC

Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403
Email: lacy.richards@nilsonld.com

With a Copy To:
Dentons Durham Jones Pinegar
Attn: Brent Bateman
1557 W Technology Way #400
Lehi, UT 84043
Email: brent.bateman@dentons.com

To City:
West Point City Corporation
3200 West 300 North
West Point, Utah 84015
Attn: Bryn MacDonald

With a Copy To:

6.2 Successor Developers. Developer may sell or transfer one or more portions of the Project to one or more sub-developers (“**Successor Developer**”), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer’s portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. The City agrees to release Developer from any obligation under this Agreement upon Developer providing proof of acceptance of the obligation to be released from its successor. Developer will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Property.

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

6.4 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.

6.5 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 Developer or Developers affected by the amendment.

- 6.6 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.
- 6.7 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.
- 6.8 Recordation.** This Agreement shall be recorded upon approval and execution of this agreement by the Developer, whose property is affected by the recording and the City.
- 6.9 Expiration.** Subject to section 3.6 above, this Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is completed; (ii) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (iii) the use or active development is discontinued for a period of more than three (3) years; or (iv) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement.

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

Nilson Land Holdings, LLC, a Utah limited liability company

, Manager

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____

**EXHIBIT A
DESCRIPTION OF PROPERTY**

14-165-0005

ALL OF LOT 1, DAVIS FARMS WEST. CONT. 4.42 ACRES LESS & EXCEPT THAT PART CONV IN WARRANTY DEED RECORDED 04/21/2026 AS E# 3664630 BK 8979 PG 750 DESC AS FOLLOWS: A PARCEL OF LAND, BEING A PORTION OF LOT 1, DAVIS FARMS WEST SUBDIVISION, SIT IN THE N 1/2 OF SEC 30-T5N-R2W, SLB&M, BEING MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N'LY LINE OF LOT 1, DAVIS FARMS WEST SUBDIVISION (RECORDED 08/15/1992, E# 985486), SD PT BEING N 0°48'41" W 1321.80 FT ALG THE SEC LINE FR THE CENTER 1/4 COR OF SD SEC 30; & RUN TH ALG THE BNDRY LINE OF SD LOT 1 THE FOLLOWING THREE (3) COURSES & DISTANCES: 1) S 89°59'34" E 791.70 FT; 2) S 14°46'45" E 222.07 FT; 3) N 89°47'11" W 546.82 FT; TH N 0°12'44" E 113.39 FT; TH N 89°59'31" W 386.50 FT TO A PT ON THE W'LY LINE OF SD LOT 1, SD PT ALSO BEING ON THE E'LY R/W LINE OF 4500 WEST STR; TH N 0°12'44" E 99.35 FT ALG SD R/W LINE TO THE NW'LY COR OF SD LOT 1; TH S 89°59'34" E 84.18 FT ALG THE N'LY LINE OF SD LOT 1 TO THE POB. CONT. 3.423 ACRES TOTAL ACREAGE 0.997 ACRES

14-165-0006

A PARCEL OF LAND, BEING A PORTION OF LOT 1, DAVIS FARMS WEST SUBDIVISION, SIT IN THE N 1/2 OF SEC 30-T5N-R2W, SLB&M, BEING MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N'LY LINE OF LOT 1, DAVIS FARMS WEST SUBDIVISION (RECORDED 08/15/1992, E# 985486), SD PT BEING N 0°48'41" W 1321.80 FT ALG THE SEC LINE FR THE CENTER 1/4 COR OF SD SEC 30; & RUN TH ALG THE BNDRY LINE OF SD LOT 1 THE FOLLOWING THREE (3) COURSES & DISTANCES: 1) S 89°59'34" E 791.70 FT; 2) S 14°46'45" E 222.07 FT; 3) N 89°47'11" W 546.82 FT; TH N 0°12'44" E 113.39 FT; TH N 89°59'31" W 386.50 FT TO A PT ON THE W'LY LINE OF SD LOT 1, SD PT ALSO BEING ON THE E'LY R/W LINE OF 4500 WEST STR; TH N 0°12'44" E 99.35 FT ALG SD R/W LINE TO THE NW'LY COR OF SD LOT 1; TH S 89°59'34" E 84.18 FT ALG THE N'LY LINE OF SD LOT 1 TO THE POB. CONT. 3.423 ACRES

**EXHIBIT B
CONCEPT PLAN**

EXHIBIT C
APPLICABLE R-4 ZONING ORDINANCE

EXHIBIT D
ROW CROSS SECTION

EXHIBIT A

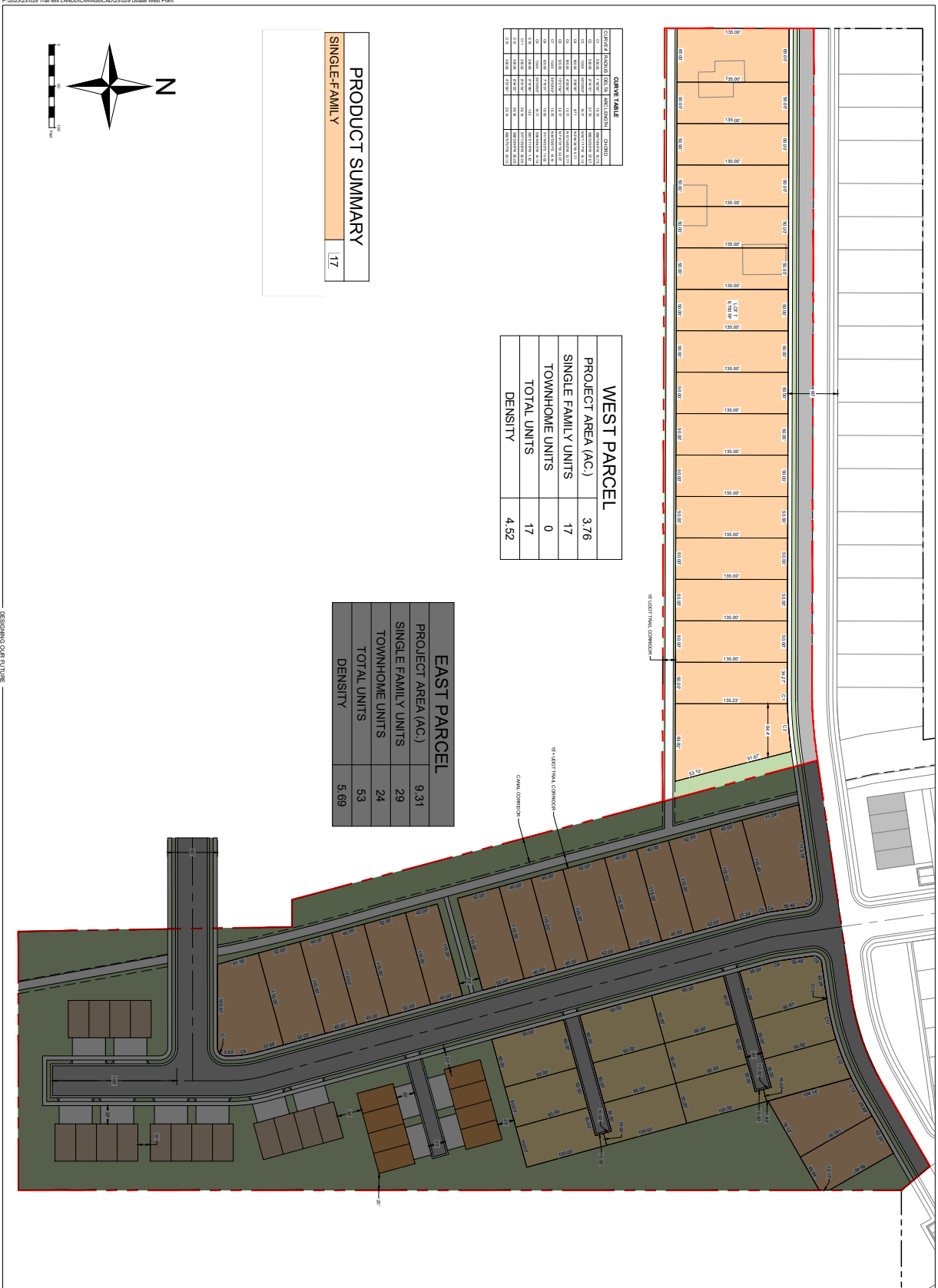
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14-165-0006

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EXHIBIT B



CONCEPT PLAN	SECTION	DESCRIPTION	COMMENTS
01	1.00	1.00	1.00
02	1.00	1.00	1.00
03	1.00	1.00	1.00
04	1.00	1.00	1.00
05	1.00	1.00	1.00
06	1.00	1.00	1.00
07	1.00	1.00	1.00
08	1.00	1.00	1.00
09	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00

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

PRODUCT SUMMARY	
SINGLE-FAMILY	17

EAST PARCEL	
PROJECT AREA (AC.)	9.31
SINGLE FAMILY UNITS	29
TOWNHOME UNITS	53
TOTAL UNITS	82
DENSITY	8.81



DESIGNING OUR FUTURE

CONCEPT PLAN

DRAFT

MARK	DATE	DESCRIPTION

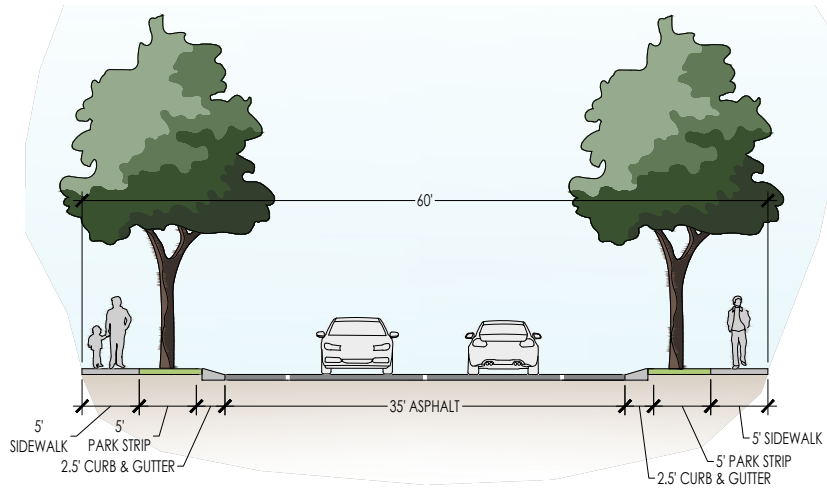
PROJECT # 23029
 DRAWN BY J. BLACK
 PROJECT MANAGER J. BLACK
 ISSUED 04/01/2026

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

EXHIBIT C

EXHIBIT D



60' Public ROW Cross Section