



WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

JUNE 2, 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/83203169549> » Telephone: 1(669) 900-6833 – Meeting ID: 832 0316 9549

ADMINISTRATIVE SESSION – 6:00 PM

(Open to the Public)

1. **Quarterly Financial Report** – Mr. Ryan Harvey [pg. 4](#)
2. **Discussion of the Proposed FY27 Tentative Budget** – Mr. Ryan Harvey [pg. 39](#)
3. **Discussion Regarding City Hall Landscaping** – Mr. Kenny England [pg. 56](#)
4. **Other Items**

GENERAL SESSION – 7:00 PM

(Open to the Public)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** *(Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)*
4. **Communications and Disclosures from City Council and Mayor**
5. **Communications from Staff**
6. **Citizen Comment** *(Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives)*
7. **Youth Council Update**
8. **Consideration of Approval of West Point City Council Meeting Minutes:**
 - a. **March 3, 2026** [pg. 114](#)
 - b. **April 7, 2026** [pg. 125](#)
9. **Consideration of Resolution No. 06-02-2026A, Approving a Development Agreement for Property at Appx. 2084 N 5000 W (Nilson Land, Applicant)** – Mrs. Bryn MacDonald [pg. 65](#)
 - a. **Public Hearing**
 - b. **Action**
 - 9.1. **Consideration of Ordinance No. 06-02-2026A, Approving a Rezone of Property at Appx. 2084 N 5000 W from A-40 to R-1**
 - a. **Public Hearing**
 - b. **Action**
10. **Consideration of Resolution No. 06-02-2026B, Approving a Development Agreement for Property at Appx. 5750 W 2425 N (Parker Farms, Applicant)** – Mrs. Bryn MacDonald [pg. 88](#)
 - 10.1. **Consideration of Ordinance No. 06-02-2026B, Approving a Rezone of Property at Appx. 5750 W 2425 N from A-5 to R-1**
11. **Motion to Adjourn the General Session**

Posted this 28th day of May, 2026:

Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above June 2, 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: **06/16/2026**

Administrative Session – 6:00 pm

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

CDRA

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

General Session – 7:00 pm

1. Recognition of Bruce Dopp, Code Enforcement Officer – Mayor Brian Vincent
2. Recognition of the 2025 Woman of Honor and Grand Marshal – Mayor Brian Vincent
3. Consideration of Resolution No. **, Notifying Proposed Property Tax Rate Increase for 2026, Notice of Public Hearing Date, Etc.- Mr. Ryan Harvey
4. Consideration of Resolution No. **, Approving the FY2027 Fee Schedule – Mr. Ryan Harvey
 - a. **Public Hearing**
 - b. Action
5. Consideration of Resolution No. ** Approving the FY27 Tentative/Interim Budget for West Point City – Mr. Ryan Harvey
 - a. **Public Hearing**
 - b. Action
6. Consideration of Approval of a Contract with Consor for the Design of the 1800 N 4500 W Intersection Project – Mr. Boyd Davis

CLOSED SESSION

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

Date: **07/07/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
2. Davis County Sheriff's Office Update

Date: **07/21/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. **

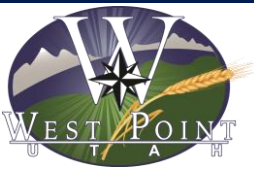
Date: **08/04/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. **
-



WEST POINT CITY 2026 CALENDAR

2026

IMPORTANT DATES

JANUARY

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

JULY

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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST

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30	31					

MARCH

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

SEPTEMBER

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

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
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MAY

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31						

NOVEMBER

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

JUNE

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

DECEMBER

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

JANUARY

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

JULY

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

FEBRUARY

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

AUGUST

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

MARCH

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

SEPTEMBER

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

APRIL

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

OCTOBER

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
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: Quarterly Financial Report (Jan – Mar 2026)
Author: Ryan Harvey
Department: Administrative Services
Date: June 2, 2026

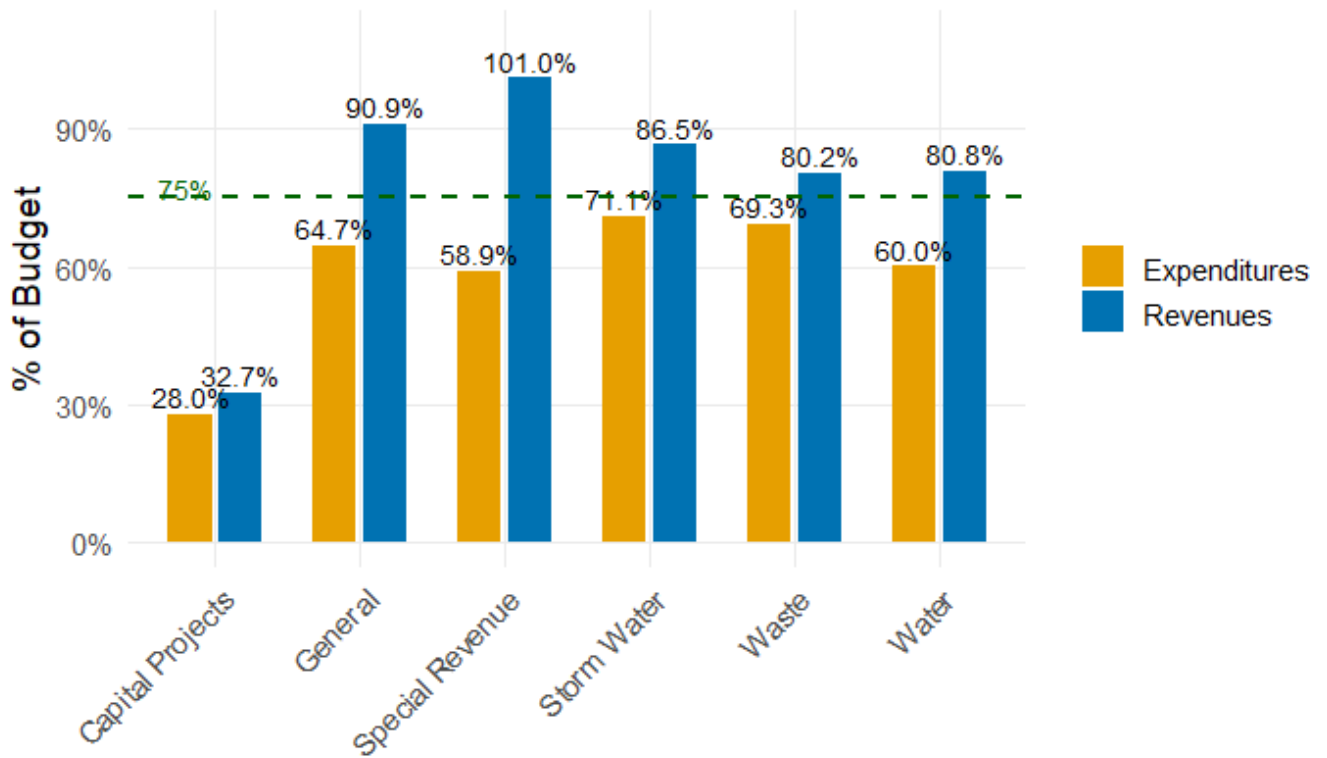
Background

City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the third quarter of Fiscal Year 2026, representing January 1 – March 31, 2026. This information is summarized in the graphs below.

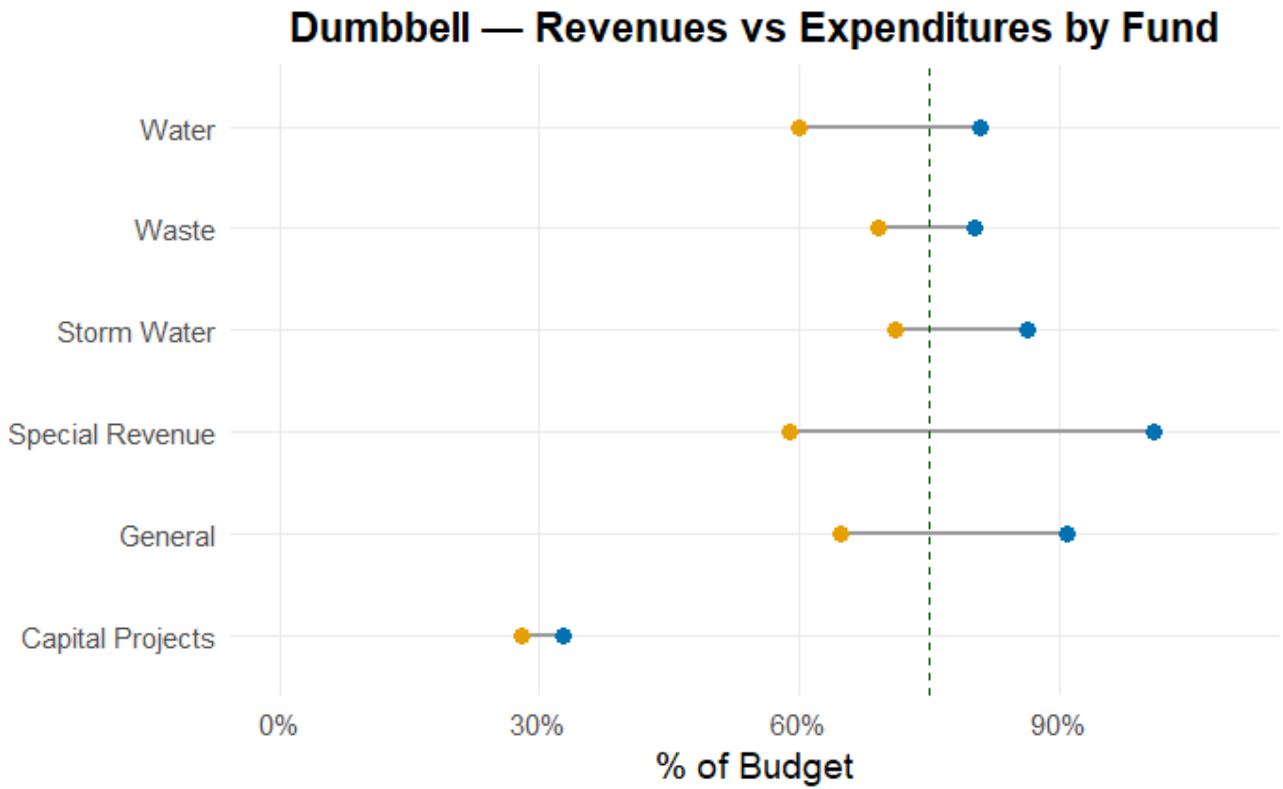
Analysis

As shown in the first graph, revenues exceed expenditures in every fund within the City. With 75% of the year elapsed, revenues exceed 75% in every fund, except the Capital Projects Fund, which receives its funds through the transfer at the end of the year. All the funds continue to benefit greatly from the interest that the City has earned in the PTIF account so far this year.

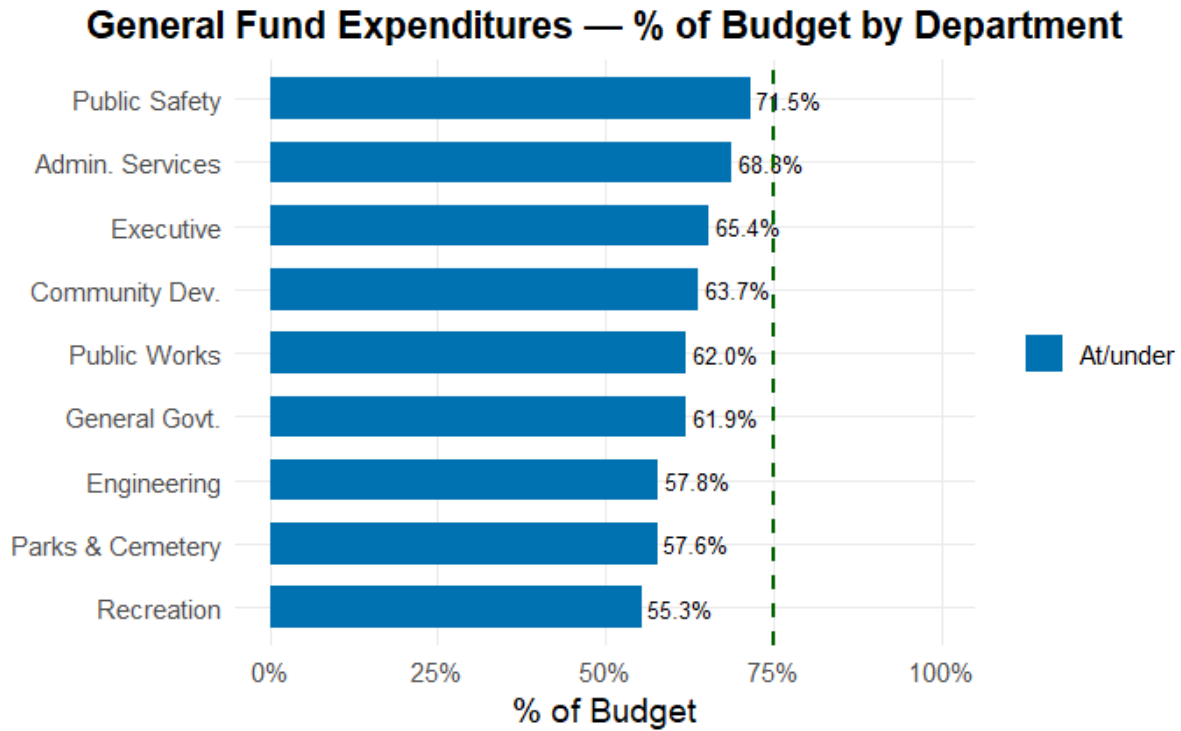
Revenues & Expenditures — % of Budget by Fund



Year-to-date revenues are generally ahead of a straight-line 75% benchmark. Overall, the City is tracking within appropriations with revenues modestly ahead of pace and spending below pace, indicating healthy operating cushions across funds at this point in the fiscal year.



Within the General Fund, all departments are currently below the straight-line 75% benchmark for year-to-date expenditures. Overall, General Fund operating spending is well-controlled at this point in the fiscal year.



Recommendation

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

Significant Impacts

There are no significant impacts at this time.

Attachments

FY2026 Q3 Financial Statements

WEST POINT CITY CORPORATION
 COMBINED CASH INVESTMENT
 MARCH 31, 2026

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	314,642.93
01-1113	CASH IN CHECKING-MERCHANT ACCT	100.00
01-1125	XBP DEPOSIT ACCOUNT	161,041.42
01-1130	CASH IN CHECKING - PTIF ACCT.	25,767,063.42
01-1131	PETTY CASH	750.00
		26,243,597.77
01-1190	CASH ALLOCATION TO OTHER FUNDS	(26,243,597.77)
		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,638,850.69
45	ALLOCATION TO SPECIAL REVENUE FUND	10,101,697.00
48	ALLOCATION TO CAPITAL PROJECTS FUND	6,544,218.29
51	ALLOCATION TO WASTE FUND	2,393,450.27
55	ALLOCATION TO WATER FUND	2,375,923.65
58	ALLOCATION TO STORM WATER UTILITY FUND	2,182,902.39
70	ALLOCATION TO DEBT SERVICE	12,753.36
85	ALLOCATION TO CDRA FUND	(6,197.88)
		26,243,597.77
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(26,243,597.77)
		.00

WEST POINT CITY CORPORATION

BALANCE SHEET

MARCH 31, 2026

GENERAL FUND

ASSETS

10-1190	CASH ALLOCATION TO OTHER FUNDS	2,638,850.69	
10-1361	PROPERTY TAXES DEFERRED	858,223.00	
10-1411	DUE FROM OTHER GOVT. UNITS	673,013.71	
10-1421	DUE FROM OTHER FUNDS	1,504,356.00	
10-1561	PREPAID EXPENSE	6,826.20	
		<u> </u>	
	TOTAL CURRENT ASSETS		5,681,269.60
			<u> </u>
	TOTAL ASSETS		<u>5,681,269.60</u>

LIABILITIES AND EQUITY

LIABILITIES

10-2131	ACCOUNTS PAYABLE	(868,644.12)	
10-2220	PAYROLL TAXES & WITHHOLDINGS	2,733.58	
10-2222	FEDERAL WITHHOLDING PAYABLE	6,439.20	
10-2223	STATE WITHHOLDING PAYABLE	3,493.77	
10-2225	STATE RET & 401(K) PAYABLE	16,263.00	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA	7,325.76	
10-2228	EMPLOYEES DISABILITIES INS.	248.89	
10-2229	HSA PAYABLE	24,088.63	
10-2232	PEHP - DENTAL & VISION INS.	907.82	
10-2233	ULGT - VISION & LTC INS.	641.67	
10-2234	WELLNESS - HEALTH CLUBS	(120.23)	
10-2243	WORKMENS COMPENSATION PAYABLE	30,974.09	
10-2245	STATE UNEMPLOYMENT PAYABLE	1,277.49	
10-2250	WAGES PAYABLE-CLEARING	(12,146.59)	
10-2255	EXCAVATION BOND PAYABLE	8,946.00	
10-2275	DEFERRED REVENUE	858,223.00	
10-2291	ESCROW ACCOUNTS PAYABLE	1,580,440.52	
		<u> </u>	
	TOTAL LIABILITIES		1,661,092.48

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2975	NON-SPENDABLE FUNDS	22,692.88	
10-2980	UNASSIGNED FUNDS	1,963,798.32	
	REVENUE OVER EXPENDITURES - YTD	2,033,685.92	
		<u> </u>	
	BALANCE - CURRENT DATE	4,020,177.12	
		<u> </u>	
	TOTAL FUND EQUITY		4,020,177.12
			<u> </u>
	TOTAL LIABILITIES AND EQUITY		<u>5,681,269.60</u>

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10 PROPERTY TAXES	139,745.08	857,228.39	858,223.00	994.61	99.9
10-31-25 VEHICLE - IN LIEU OF PROP. TAX	4,070.95	40,146.87	50,000.00	9,853.13	80.3
10-31-30 GENERAL SALES AND USE TAXES	183,914.76	2,029,362.61	2,500,000.00	470,637.39	81.2
10-31-40 CABLE TV	.00	38,732.40	40,000.00	1,267.60	96.8
10-31-50 ENERGY SALES AND USE	56,350.95	457,480.73	650,000.00	192,519.27	70.4
10-31-60 TELECOMMUNICATIONS	2,098.10	20,443.94	25,000.00	4,556.06	81.8
TOTAL TAXES	386,179.84	3,443,394.94	4,123,223.00	679,828.06	83.5
<u>LICENSES AND PERMITS</u>					
10-32-10 BUS. LICENSE/COND. USE PERMITS	523.00	28,389.00	13,000.00	(15,389.00)	218.4
10-32-21 BUILDING PERMITS	49,819.78	454,813.71	400,000.00	(54,813.71)	113.7
TOTAL LICENSES AND PERMITS	50,342.78	483,202.71	413,000.00	(70,202.71)	117.0
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-56 CLASS C ROADS	.00	483,833.94	600,000.00	116,166.06	80.6
TOTAL INTERGOVERNMENTAL REVENUE	.00	483,833.94	600,000.00	116,166.06	80.6
<u>CHARGES FOR SERVICES</u>					
10-34-10 ZONING AND SUBDIVISION FEES	1,850.00	27,025.00	15,000.00	(12,025.00)	180.2
10-34-60 RECREATION FEES	18,415.00	103,720.00	150,000.00	46,280.00	69.2
10-34-78 PARK & CITY HALL RESERVATIONS	790.00	3,445.00	5,000.00	1,555.00	68.9
10-34-79 CITY CELEB. & SPONSORSHIPS	3,880.00	5,905.00	20,000.00	14,095.00	29.5
10-34-82 CEMETERY INTERMENT	2,000.00	15,000.00	15,000.00	.00	100.0
10-34-90 MISC. INCOME & CONCESSIONS	5,860.95	287,810.89	10,000.00	(277,810.89)	2878.1
TOTAL CHARGES FOR SERVICES	32,795.95	442,905.89	215,000.00	(227,905.89)	206.0
<u>MISCELLANEOUS REVENUE</u>					
10-36-10 INTEREST EARNINGS	81,528.27	707,658.57	100,000.00	(607,658.57)	707.7
10-36-30 ARTS COUNCIL REVENUE	75.00	2,180.00	5,000.00	2,820.00	43.6
10-36-90 MISCELLANEOUS	.00	500.00	.00	(500.00)	.0
TOTAL MISCELLANEOUS REVENUE	81,603.27	710,338.57	105,000.00	(605,338.57)	676.5

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONTRIBUTIONS & TRANSFERS</u>						
10-39-10	BEGINNING BALANCE	.00	.00	800,000.00	800,000.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	800,000.00	800,000.00	.0
	TOTAL FUND REVENUE	550,921.84	5,563,676.05	6,256,223.00	692,546.95	88.9

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
10-41-10 MAYOR AND COUNCIL WAGES	3,825.72	40,488.87	58,023.00	17,534.13	69.8
10-41-11 EXECUTIVE	637.62	1,912.86	.00	(1,912.86)	.0
10-41-13 EMPLOYEE BENEFITS	672.16	6,407.92	8,777.00	2,369.08	73.0
10-41-33 TRAINING AND EDUCATION	524.81	(25.41)	13,000.00	13,025.41	(.2)
10-41-35 COMMUNITY SERVICE CONTRACTS	2,000.00	3,075.00	4,000.00	925.00	76.9
TOTAL GENERAL GOVERNMENT	7,660.31	51,859.24	83,800.00	31,940.76	61.9
<u>ADMINISTRATIVE SERVICES</u>					
10-44-11 SALARIES AND WAGES	12,533.48	120,668.08	172,202.00	51,533.92	70.1
10-44-13 EMPLOYEE BENEFITS	5,031.28	46,992.26	83,474.00	36,481.74	56.3
10-44-20 MILEAGE REIMBURSEMENT	.00	.00	800.00	800.00	.0
10-44-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-44-24 POSTAGE	541.99	3,209.95	5,000.00	1,790.05	64.2
10-44-25 EQUIPMENT & SUPPLIES	.00	161.83	1,000.00	838.17	16.2
10-44-26 EQUIPMENT LEASE & MAINTENANCE	1,267.43	6,576.28	16,500.00	9,923.72	39.9
10-44-33 TRAINING & EDUCATION	.00	1,624.45	6,000.00	4,375.55	27.1
10-44-38 AUDITOR & ACCOUNTING SUPPORT	.00	15,565.00	16,500.00	935.00	94.3
10-44-63 IT SUPPORT & CONTRACTS	.00	5,857.00	8,100.00	2,243.00	72.3
10-44-65 EMERGENCY MANAGEMENT	.00	.00	2,000.00	2,000.00	.0
10-44-69 OFFICE SUPPLIES & EXPENSE	210.27	1,760.34	4,000.00	2,239.66	44.0
10-44-75 RISK MANAGEMENT	748.14	49,727.55	50,000.00	272.45	99.5
10-44-95 CREDIT CARD PROCESSING FEES	342.35	2,686.17	3,000.00	313.83	89.5
10-44-98 BANK SERVICE CHARGES	87.81	122.81	1,000.00	877.19	12.3
TOTAL ADMINISTRATIVE SERVICES	20,762.75	254,951.72	370,576.00	115,624.28	68.8
<u>PUBLIC WORKS</u>					
10-48-11 SALARIES AND WAGES	11,066.34	105,989.17	180,445.00	74,455.83	58.7
10-48-13 EMPLOYEE BENEFITS & RETIREMENT	5,366.70	50,334.51	107,345.00	57,010.49	46.9
10-48-15 ON CALL PAY	140.00	1,148.00	5,950.00	4,802.00	19.3
10-48-20 OVERTIME	1,282.43	18,493.15	25,000.00	6,506.85	74.0
10-48-23 TRAVEL AND EDUCATION	1,682.50	1,824.29	1,360.00	(464.29)	134.1
10-48-25 EQUIPMENT, SUPPLIES & MAINT.	2,948.90	7,709.70	9,000.00	1,290.30	85.7
10-48-26 MUNICIPAL BLDGS. OPER. & MAINT	2,752.90	19,657.78	24,260.00	4,602.22	81.0
10-48-54 PROT. CLOTHING & EQUIPMENT	976.60	4,717.06	4,500.00	(217.06)	104.8
10-48-65 FLEET OPERATIONS & MAINTENANCE	1,490.51	10,261.45	10,000.00	(261.45)	102.6
10-48-67 FLEET FUEL	944.76	9,415.19	12,865.00	3,449.81	73.2
10-48-69 OFFICE SUPPLIES & EXPENSE	575.17	908.28	1,300.00	391.72	69.9
10-48-70 FLEET LEASES	.00	9,740.00	10,000.00	260.00	97.4
10-48-75 CROSSWALK POWER	34.74	278.20	700.00	421.80	39.7
10-48-77 PUBLIC FACILITIES HEATING	946.82	4,070.13	6,000.00	1,929.87	67.8
10-48-82 PUBLIC FACILITIES POWER	1,226.36	12,058.72	14,000.00	1,941.28	86.1
10-48-84 STREET LIGHTING PWR & MNT.	2,921.60	31,462.27	52,000.00	20,537.73	60.5
TOTAL PUBLIC WORKS	34,356.33	288,067.90	464,725.00	176,657.10	62.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXECUTIVE</u>					
10-49-11 SALARIES AND WAGES	23,344.23	224,674.51	336,560.00	111,885.49	66.8
10-49-13 EMPLOYEE BENEFITS	9,405.41	90,909.97	183,206.00	92,296.03	49.6
10-49-20 MILEAGE REIMBURSEMENTS	.00	.00	750.00	750.00	.0
10-49-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	1,002.82	3,334.64	3,000.00	(334.64)	111.2
10-49-23 TRAVEL AND EDUCATION	3,007.25	6,084.87	13,000.00	6,915.13	46.8
10-49-25 NEW EQUIPMENT PURCHASE	1,076.52	1,396.14	22,500.00	21,103.86	6.2
10-49-37 ATTORNEY	2,340.00	17,860.00	35,000.00	17,140.00	51.0
10-49-62 MISCELLANEOUS	.00	.00	10,000.00	10,000.00	.0
10-49-63 IT SUPPORT & CONTRACTS	4,063.33	44,804.08	40,000.00	(4,804.08)	112.0
10-49-65 EMP. AWARDS, REC. & EVENTS	3,335.29	16,252.88	16,000.00	(252.88)	101.6
10-49-66 EDUCATION REIMB. PROGRAM	258.00	1,521.00	6,000.00	4,479.00	25.4
10-49-67 EMP. BENEFITS & BONUS PROGRAM	.00	16,420.51	17,500.00	1,079.49	93.8
10-49-68 WELLNESS PROGRAM	.00	810.62	3,000.00	2,189.38	27.0
10-49-69 OFFICE SUPPLIES & EXPENSE	2,622.17	25,868.68	5,500.00	(20,368.68)	470.3
10-49-70 CELLULAR & RADIO SERV. & EQUIP	653.36	5,987.42	12,000.00	6,012.58	49.9
10-49-72 LEGAL ADVERTISING	.00	1,512.25	6,000.00	4,487.75	25.2
10-49-80 UTAH LEAGUE MEMBERSHIP	.00	7,783.30	8,000.00	216.70	97.3
10-49-82 CITY NEWSLETTER	913.58	8,565.96	12,000.00	3,434.04	71.4
10-49-83 ECONOMIC DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
10-49-85 VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-86 HR BACKGROUND CHECKS	.00	199.00	500.00	301.00	39.8
10-49-87 HR POSITION POSTING	195.00	195.00	.00	(195.00)	.0
10-49-88 RECORDERS OFFICE	170.45	1,429.57	9,000.00	7,570.43	15.9
10-49-89 ELECTIONS	.00	11,910.94	20,000.00	8,089.06	59.6
10-49-90 CITY CELEBRATIONS & EVENTS	8,540.01	84,798.34	100,000.00	15,201.66	84.8
10-49-91 YOUTH COUNCIL	361.89	6,404.38	10,000.00	3,595.62	64.0
10-49-92 MISS WEST POINT PAGEANT	.00	8,600.00	15,000.00	6,400.00	57.3
10-49-93 SENIOR PROGRAM	.00	350.09	.00	(350.09)	.0
10-49-96 YOUTH COURT	.00	.00	5,000.00	5,000.00	.0
10-49-98 ARTS COUNCIL	151.37	2,028.30	5,000.00	2,971.70	40.6
TOTAL EXECUTIVE	61,440.68	589,702.45	901,516.00	311,813.55	65.4

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-52-11 SALARIES AND WAGES	20,219.53	190,380.28	357,422.00	167,041.72	53.3
10-52-13 EMPLOYEE BENEFITS & RETIREMENT	7,465.87	69,694.76	166,378.00	96,683.24	41.9
10-52-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	100.00	1,500.00	1,400.00	6.7
10-52-23 TRAVEL, EDUCATION & CERTIFICAT	.00	3,617.44	7,500.00	3,882.56	48.2
10-52-25 EQUIPMENT & SUPPLIES	.00	235.01	2,000.00	1,764.99	11.8
10-52-51 GIS	.00	.00	1,000.00	1,000.00	.0
10-52-62 CONTRACT PLANNING & INSP SERV	7,900.00	77,357.50	4,000.00	(73,357.50)	1933.9
10-52-63 IT SUPPORT & CONTRACTS	.00	13,870.25	13,500.00	(370.25)	102.7
10-52-65 STATE BUILDING SURCHARGE	.00	3,403.67	3,000.00	(403.67)	113.5
10-52-68 PLANNING COMM/BOARD OF ADJ.	21.40	856.40	3,500.00	2,643.60	24.5
10-52-69 OFFICE SUPPLIES & EXPENSE	18.69	157.28	500.00	342.72	31.5
10-52-85 CODE ENFORCEMENT	.00	1,352.89	4,000.00	2,647.11	33.8
10-52-90 COUNTY RECORDING FEES	166.00	1,116.00	4,000.00	2,884.00	27.9
TOTAL COMMUNITY DEVELOPMENT	35,791.49	362,141.48	568,300.00	206,158.52	63.7
<u>ENGINEERING</u>					
10-53-11 SALARIES AND WAGES	(19,375.21)	63,685.56	93,431.00	29,745.44	68.2
10-53-13 EMP. BENEFITS & RETIREMENT	3,016.62	31,047.47	45,983.00	14,935.53	67.5
10-53-21 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-53-23 TRAVEL, EDUCATION & CERTIFICAT	1,628.18	3,571.47	4,000.00	428.53	89.3
10-53-25 EQUIPMENT & SUPPLIES	16.40	246.10	20,000.00	19,753.90	1.2
10-53-51 GIS	2,106.00	1,774.49	4,000.00	2,225.51	44.4
10-53-63 IT SUPPORT & CONTRACTS	.00	5,778.00	7,000.00	1,222.00	82.5
10-53-69 OFFICE SUPPLIES & EXPENSE	549.05	549.05	500.00	(49.05)	109.8
10-53-70 ENGINEERING SERVICES	.00	7,711.55	22,000.00	14,288.45	35.1
TOTAL ENGINEERING	(12,058.96)	114,363.69	197,914.00	83,550.31	57.8
<u>PUBLIC SAFETY & EMERGENCY PLAN</u>					
10-54-11 CROSSING GUARDS	12,704.00	89,792.00	163,944.00	74,152.00	54.8
10-54-13 EMPLOYEE BENEFITS & RETIREMENT	1,246.33	8,866.83	16,247.00	7,380.17	54.6
10-54-15 CROSSING GUARD SUPPLIES/EQUIP.	.00	884.12	2,000.00	1,115.88	44.2
10-54-62 POLICE SERVICES	.00	566,396.76	755,248.00	188,851.24	75.0
10-54-65 NARCOTICS STRIKE FORCE	.00	9,647.44	9,700.00	52.56	99.5
10-54-71 EMERGENCY MANAGER	.00	22,532.65	25,000.00	2,467.35	90.1
10-54-75 HOMETOWN SECURITY (EPRT)	.00	.00	4,000.00	4,000.00	.0
TOTAL PUBLIC SAFETY & EMERGENCY PLAN	13,950.33	698,119.80	976,139.00	278,019.20	71.5

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS AND CEMETERY</u>					
10-70-11 SALARIES AND WAGES	9,808.01	124,020.93	252,346.00	128,325.07	49.2
10-70-13 EMPLOYEE BENEFITS & RETIREMENT	3,781.60	39,945.69	82,183.00	42,237.31	48.6
10-70-20 UNIFORMS	450.00	1,144.65	1,000.00	(144.65)	114.5
10-70-23 TRAINING & EDUCATION	291.80	291.80	2,000.00	1,708.20	14.6
10-70-25 EQUIPMENT & SUPPLIES	2,873.04	14,085.14	20,000.00	5,914.86	70.4
10-70-26 BUILDING AND GROUNDS	39,655.96	79,477.32	90,000.00	10,522.68	88.3
10-70-29 PARK & CEMETERY LIGHTS	301.63	3,553.73	4,500.00	946.27	79.0
10-70-61 MISC. SERVICES AND SUPPLIES	96.32	962.28	1,200.00	237.72	80.2
10-70-69 OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-70-70 GATEWAYS & PUBLIC PROPERTIES	.00	1,514.78	6,000.00	4,485.22	25.3
TOTAL PARKS AND CEMETERY	57,258.36	264,996.32	459,729.00	194,732.68	57.6
<u>RECREATION</u>					
10-71-11 SALARIES AND WAGES	32,279.03	243,411.60	414,868.00	171,456.40	58.7
10-71-13 EMPLOYEE BENEFITS & RETIREMENT	9,909.57	85,134.27	188,094.00	102,959.73	45.3
10-71-20 RECREATION PROGRAM MARKETING	.00	145.00	1,000.00	855.00	14.5
10-71-23 TRAVEL & EDUCATION	2,880.00	4,369.03	5,000.00	630.97	87.4
10-71-25 EQUIPMENT AND SUPPLIES	2,984.72	3,365.62	5,000.00	1,634.38	67.3
10-71-26 BUILDING AND GROUNDS	.00	501.09	7,800.00	7,298.91	6.4
10-71-30 BACKGROUND CHECKS	434.70	1,064.30	2,000.00	935.70	53.2
10-71-60 SOCCER	.00	15,060.98	27,000.00	11,939.02	55.8
10-71-67 JUNIOR JAZZ	167.84	22,736.44	25,000.00	2,263.56	91.0
10-71-68 FOOTBALL	.00	26,727.61	35,000.00	8,272.39	76.4
10-71-69 OFFICE SUPPLIES & EXPENSE	368.44	2,423.90	5,000.00	2,576.10	48.5
10-71-71 BASEBALL/SOFTBALL	944.00	2,212.83	31,000.00	28,787.17	7.1
10-71-73 VOLLEYBALL	.00	7,620.00	5,500.00	(2,120.00)	138.6
10-71-76 HOCKEY	.00	.00	15,000.00	15,000.00	.0
10-71-77 FLAG FOOTBALL	.00	.00	18,000.00	18,000.00	.0
10-71-79 ARCHERY	.00	.00	4,000.00	4,000.00	.0
10-71-80 SENIOR PROGAMS	915.71	7,180.92	11,000.00	3,819.08	65.3
TOTAL RECREATION	50,884.01	421,953.59	800,262.00	378,308.41	52.7
<u>TRANSFERS, CONT. & OTHER USES</u>					
10-90-63 CLASS C TRANS. TO SPECIAL REV.	119,297.21	483,833.94	550,000.00	66,166.06	88.0
10-90-86 TRANSFER TO CAP. PROJ. FUND	.00	.00	307,262.00	307,262.00	.0
10-90-95 TRANSFER OUT TO CDRA	.00	.00	576,000.00	576,000.00	.0
TOTAL TRANSFERS, CONT. & OTHER USES	119,297.21	483,833.94	1,433,262.00	949,428.06	33.8
TOTAL FUND EXPENDITURES	389,342.51	3,529,990.13	6,256,223.00	2,726,232.87	56.4
NET REVENUE OVER EXPENDITURES	161,579.33	2,033,685.92	.00	(2,033,685.92)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

SPECIAL REVENUE FUND

ASSETS

45-1190	CASH - ALLOCATION TO OTHER FUN	10,101,697.00	
45-1411	DUE FROM OTHER GOVT. UNITS	40,839.25	
45-1561	PREPAID EXPENSES	3,560.20	
	TOTAL CURRENT ASSETS		10,146,096.45
	TOTAL ASSETS		10,146,096.45

LIABILITIES AND EQUITY

LIABILITIES

45-2131	ACCOUNTS PAYABLE	386,617.19	
	TOTAL LIABILITIES		386,617.19

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
45-2980	UNASSIGNED FUNDS	1,494,097.12	
45-2985	RESTRICTED FOR LOCAL OPTION RD	204,612.67	
45-2990	RESTRICTED FOR CLASS C ROADS	1,469,067.11	
45-2995	RESTRICTED FOR IMPACT FEES	6,382,245.65	
	REVENUE OVER EXPENDITURES - YTD	209,456.71	
	BALANCE - CURRENT DATE		9,759,479.26
	TOTAL FUND EQUITY		9,759,479.26
	TOTAL LIABILITIES AND EQUITY		10,146,096.45

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEVELOPMENT FEES</u>					
45-30-57 ROAD IMPACT FEES	23,136.00	275,942.12	152,900.00	(123,042.12)	180.5
45-30-70 PARK AND TRAILS IMPACT FEES	48,784.00	544,776.00	623,086.00	78,310.00	87.4
45-30-75 NORTH DAVIS SEWER IMPACT FEES	27,632.24	305,911.71	352,600.00	46,688.29	86.8
45-30-80 N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-30-99 BEGINNING BALANCE	.00	.00	732,497.00	732,497.00	.0
TOTAL DEVELOPMENT FEES	99,552.24	1,126,629.83	1,874,951.00	748,321.17	60.1
<u>OTHER FINANCING SOURCES</u>					
45-33-90 TRANSFER FROM OTHER FUNDS	119,297.21	483,833.94	550,000.00	66,166.06	88.0
45-33-93 LOCAL OPTION ROADS	15,390.07	174,276.97	1,000,000.00	825,723.03	17.4
TOTAL OTHER FINANCING SOURCES	134,687.28	658,110.91	1,550,000.00	891,889.09	42.5
TOTAL FUND REVENUE	234,239.52	1,784,740.74	3,424,951.00	1,640,210.26	52.1

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPECIAL FUND PROJECTS</u>					
45-51-15 PARKS/TRAILS IMPACT FEE PROJ.	419,355.29	469,355.29	385,000.00	(84,355.29)	121.9
45-51-71 ROADS/PED. WALKWAYS IMPACT FEE	(90,168.45)	144,249.82	500,000.00	355,750.18	28.9
45-51-80 N.D. SEWER IMPACT FEES	17,090.15	332,672.65	352,600.00	19,927.35	94.4
45-51-85 N.D. FIRE IMPACT FEES	.00	.00	13,868.00	13,868.00	.0
45-51-93 LOCAL OPTION ROADS	.00	55,875.00	1,000,000.00	944,125.00	5.6
45-51-95 CLASS C ROAD EXPENDITURES	3,782.40	573,131.27	1,151,020.00	577,888.73	49.8
45-51-97 ROAD & SIDEWALK GRANT PROJECTS	.00	.00	22,463.00	22,463.00	.0
TOTAL SPECIAL FUND PROJECTS	350,059.39	1,575,284.03	3,424,951.00	1,849,666.97	46.0
TOTAL FUND EXPENDITURES	350,059.39	1,575,284.03	3,424,951.00	1,849,666.97	46.0
NET REVENUE OVER EXPENDITURES	(115,819.87)	209,456.71	.00	(209,456.71)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

CAPITAL PROJECTS FUND

ASSETS

48-1190	CASH ALLOCATION TO OTHER FUNDS	6,544,218.29	
48-1315	INTERGOVERNMENTAL RECEIVABLES	336,982.00	
	TOTAL CURRENT ASSETS		6,881,200.29
	TOTAL ASSETS		6,881,200.29

LIABILITIES AND EQUITY

LIABILITIES

48-2131	ACCOUNTS PAYABLE	333,938.38	
48-2275	DEFERRED INFLOWS	164,000.00	
	TOTAL LIABILITIES		497,938.38

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
48-2980	UNASSIGNED FUNDS	1,947,559.95	
48-2985	COMMITTED TO CAPITAL PROJECTS	4,586,032.00	
	REVENUE OVER EXPENDITURES - YTD	(150,330.04)	
	BALANCE - CURRENT DATE	6,383,261.91	
	TOTAL FUND EQUITY		6,383,261.91
	TOTAL LIABILITIES AND EQUITY		6,881,200.29

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
48-30-45 CEMETERY PERMIT & PERPET. CARE	450.00	8,400.00	223,062.00	214,662.00	3.8
48-30-90 BEGINNING BALANCE	.00	.00	3,456,375.00	3,456,375.00	.0
TOTAL REVENUE	450.00	8,400.00	3,679,437.00	3,671,037.00	.2
<u>OTHER FINANCING SOURCES</u>					
48-33-10 TRANSFER FROM GENERAL FUND	.00	.00	344,262.00	344,262.00	.0
48-33-25 GRANTS	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	9,344,262.00	9,344,262.00	.0
TOTAL FUND REVENUE	450.00	8,400.00	13,023,699.00	13,015,299.00	.1

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAP. PROJ. FUND FINANCING USES</u>					
48-51-15 BUILDINGS	117.00	102,710.41	278,581.00	175,870.59	36.9
48-51-20 ROAD PROJECTS	(1,029,312.82)	(102,992.19)	10,442,585.00	10,545,577.19	(1.0)
48-51-25 PARK IMPROVEMENT PROJECTS	3,174.63	62,752.83	1,117,048.00	1,054,295.17	5.6
48-51-43 CAPITAL EQUIPMENT REPLACEMENT	.00	91,970.49	93,912.00	1,941.51	97.9
48-51-44 VEHICLE REPLACEMENT	.00	2,964.00	158,991.00	156,027.00	1.9
48-51-53 5 YEAR CIP	.00	1,324.50	709,520.00	708,195.50	.2
48-51-70 CEMETERY PERPETUAL CARE	.00	.00	223,062.00	223,062.00	.0
TOTAL CAP. PROJ. FUND FINANCING USES	(1,026,021.19)	158,730.04	13,023,699.00	12,864,968.96	1.2
TOTAL FUND EXPENDITURES	(1,026,021.19)	158,730.04	13,023,699.00	12,864,968.96	1.2
NET REVENUE OVER EXPENDITURES	1,026,471.19	(150,330.04)	.00	150,330.04	.0

WEST POINT CITY CORPORATION

BALANCE SHEET

MARCH 31, 2026

WASTE FUND

ASSETS

51-1075	UTILITY CASH CLEARING	(1,619.57)	
51-1190	CASH-ALLOCATION FROM GEN.FUND		2,393,450.27	
51-1311	WASTE ACCOUNTS RECEIVABLE		238,963.93	
51-1312	ALLOWANCE FOR BAD DEBTS	(8,284.46)	
51-1411	DUE FROM OTHER GOVERNMENT		4,072,390.53	
51-1502	DEFERRED OUTFLOWS - PENSION		72,847.00	
51-1561	PREPAID EXPENSES		4,566.29	

TOTAL CURRENT ASSETS 6,772,313.99

PROPERTY AND EQUIPMENT

51-1601	CONSTRUCTION IN PROGRESS		16,859,178.39	
51-1631	IMPROVEMENTS OTHER THAN BLDGS.		7,818,733.40	
51-1651	MACHINERY AND EQUIPMENT		460,163.15	
51-1690	ACCUMULATED DEPRECIATION	(2,382,375.74)	

TOTAL PROPERTY AND EQUIPMENT 22,755,699.20

TOTAL ASSETS 29,528,013.19

LIABILITIES AND EQUITY

LIABILITIES

51-2131	ACCOUNTS PAYABLE		1,949,448.69	
51-2140	CUSTOMER DEPOSITS PAYABLE		48,540.00	
51-2141	COMPENSATED ABSENCES PAYABLE		26,694.44	
51-2201	NET PENSION LIABILITY		51,120.00	
51-2202	DEFERRED INFLOWS - PENSION	(3,595.00)	
51-2250	WAGES PAYABLE		6,887.41	
51-2421	DUE TO OTHER FUNDS		1,505,000.00	

TOTAL LIABILITIES 3,584,095.54

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	22,226,252.97	
51-2995	RESTRICTED - SEWER IMPACT FEES	1,305,342.21	
	REVENUE OVER EXPENDITURES - YTD	2,412,322.47	

BALANCE - CURRENT DATE 25,943,917.65

TOTAL FUND EQUITY 25,943,917.65

TOTAL LIABILITIES AND EQUITY 29,528,013.19

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
51-37-17 PENALTIES	67.00	889.50	500.00	(389.50)	177.9
51-37-26 SEWER FEES	140,158.08	1,144,019.78	1,300,000.00	155,980.22	88.0
51-37-50 GARBAGE COLLECTION FEES	72,208.95	642,336.96	1,150,000.00	507,663.04	55.9
51-37-60 GREENWASTE COLLECTION FEES	11,439.49	102,354.79	130,000.00	27,645.21	78.7
51-37-70 RECYCLE COLLECTION FEES	15,706.58	138,899.74	170,000.00	31,100.26	81.7
TOTAL OPERATING REVENUE	239,580.10	2,028,500.77	2,750,500.00	721,999.23	73.8
<u>OTHER FINANCING SOURCES</u>					
51-38-05 SEWER IMPACT FEES	6,616.00	206,265.06	82,700.00	(123,565.06)	249.4
51-38-15 CAN PURCHASE	1,760.00	19,140.00	17,000.00	(2,140.00)	112.6
51-38-65 ARPA NEU DAVIS COUNTY	764,389.81	9,869,984.50	25,000,000.00	15,130,015.50	39.5
51-38-80 INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
51-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	772,765.81	10,095,389.56	25,129,700.00	15,034,310.44	40.2
<u>TRANSFERS</u>					
51-39-95 BEGINNING FUND BALANCE	.00	.00	104,235.00	104,235.00	.0
51-39-96 SEWER IMPACT FEE BALANCE	.00	.00	77,875.00	77,875.00	.0
TOTAL TRANSFERS	.00	.00	182,110.00	182,110.00	.0
TOTAL FUND REVENUE	1,012,345.91	12,123,890.33	28,062,310.00	15,938,419.67	43.2

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
51-81-11 SALARIES AND WAGES	27,885.54	182,617.73	285,697.00	103,079.27	63.9
51-81-13 BENEFITS AND BONUS	7,264.76	68,463.04	152,868.00	84,404.96	44.8
51-81-15 ON CALL PAY	20.00	164.00	850.00	686.00	19.3
51-81-20 OVERTIME	.00	.00	2,000.00	2,000.00	.0
51-81-27 LIFT STATION PUMPS	3,911.77	7,855.01	10,900.00	3,044.99	72.1
51-81-42 GARBAGE	60,480.80	488,787.32	600,000.00	111,212.68	81.5
51-81-43 GREENWASTE	10,852.62	90,380.52	113,000.00	22,619.48	80.0
51-81-44 RECYCLING	15,337.24	121,372.42	138,000.00	16,627.58	88.0
51-81-49 SEWER COLLECTION AND DISPOSAL	97,591.20	858,711.03	1,068,000.00	209,288.97	80.4
51-81-55 SEWER MAINTENANCE AND REPAIR	970.86	3,717.63	33,620.00	29,902.37	11.1
51-81-63 IT SUPPORT & CONTRACTS	1,092.53	19,203.12	21,800.00	2,596.88	88.1
51-81-65 UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
TOTAL PRIMARY OPERATING EXPENSES	225,407.32	1,841,271.82	2,428,235.00	586,963.18	75.8
<u>MATERIALS AND SUPPLIES</u>					
51-82-24 UTILITY BILLS - POSTAGE/EQUIP.	1,050.36	9,575.55	11,000.00	1,424.45	87.1
51-82-47 CAN PURCHASE	.00	.00	45,000.00	45,000.00	.0
51-82-60 TRAVEL AND EDUCATION	.00	2,700.00	1,500.00	(1,200.00)	180.0
51-82-61 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS AND SUPPLIES	1,050.36	12,275.55	58,500.00	46,224.45	21.0
<u>WASTE - OTHER EXPENSES</u>					
51-84-05 SEWER IMPACT FEE PROJECTS	50,488.42	51,809.17	33,858.00	(17,951.17)	153.0
51-84-20 RISK MANAGEMENT	170.03	11,301.72	10,000.00	(1,301.72)	113.0
51-84-30 DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35 CREDIT CARD PROCESSING FEES	2,944.21	23,100.79	8,100.00	(15,000.79)	285.2
51-84-39 AUDITOR & ACCOUNTING SUPPORT	.00	5,660.00	6,000.00	340.00	94.3
51-84-44 VEHICLE REPLACEMENT	.00	4,447.00	42,754.00	38,307.00	10.4
51-84-81 IT	50.00	450.00	3,000.00	2,550.00	15.0
51-84-82 ARPA DAVIS COUNTY SEWER PROJ	.00	7,590,563.25	25,000,000.00	17,409,436.75	30.4
51-84-83 CAPITAL IMPROVEMENTS	155,980.48	156,330.48	347,863.00	191,532.52	44.9
51-84-84 BLUE STAKES	41.00	467.92	1,000.00	532.08	46.8
51-84-90 FLEET	472.38	4,150.16	8,000.00	3,849.84	51.9
51-84-97 FLEET LEASES	.00	9,740.00	10,000.00	260.00	97.4
TOTAL WASTE - OTHER EXPENSES	210,146.52	7,858,020.49	25,555,575.00	17,697,554.51	30.8
<u>TRANSFERS & CONTINGENCIES</u>					
51-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

WASTE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	436,604.20	9,711,567.86	28,062,310.00	18,350,742.14	34.6
NET REVENUE OVER EXPENDITURES	575,741.71	2,412,322.47	.00	(2,412,322.47)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

WATER FUND

ASSETS

55-1075	UTILITY CASH CLEARING	913.66	
55-1190	CASH-ALLOCATION FROM GEN. FUND	2,375,923.65	
55-1311	WATER ACCOUNTS RECEIVABLE	172,260.34	
55-1312	ALLOWANCE FOR BAD DEBTS	(3,000.00)	
55-1502	DEFERRED OUTFLOWS - PENSION	83,284.00	
55-1561	PREPAID EXPENSES	130,688.78	
	TOTAL CURRENT ASSETS		2,760,070.43

PROPERTY AND EQUIPMENT

55-1601	WATER RIGHTS	494,573.39	
55-1611	LAND	55,500.00	
55-1621	BUILDINGS	60,000.00	
55-1631	IMPROVEMST. OTHER THAN BLDGS.	6,387,690.96	
55-1650	CONSTRUCTION IN PROGRESS	715,766.99	
55-1651	MACHINERY & EQUIPMENT	261,978.97	
55-1690	ACCUMULATED DEPRECIATION	(1,962,527.53)	
	TOTAL PROPERTY AND EQUIPMENT		6,012,982.78

TOTAL ASSETS

8,773,053.21

LIABILITIES AND EQUITY

LIABILITIES

55-2131	ACCOUNTS PAYABLE	97,868.92	
55-2140	CUSTOMER DEPOSITS PAYABLE	159,351.06	
55-2141	COMPENSATED ABSENCES PAYABLE	29,378.43	
55-2201	NET PENSION LIABILITY	60,319.00	
55-2202	DEFERRED INFLOWS - PENSION	(5,695.00)	
55-2250	WAGES PAYABLE	7,757.54	
	TOTAL LIABILITIES		348,979.95

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2980	BEGINNING OF YEAR	8,385,162.64	
55-2995	RESTRICTED - WATER IMPACT FEES	320,411.48	
	REVENUE OVER EXPENDITURES - YTD	(281,500.86)	
	BALANCE - CURRENT DATE		8,424,073.26
	TOTAL FUND EQUITY		8,424,073.26
	TOTAL LIABILITIES AND EQUITY		<u><u>8,773,053.21</u></u>

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
55-37-11 METERED WATER SALES	72,488.42	663,990.87	850,000.00	186,009.13	78.1
55-37-13 SECONDARY WATER SALES	102,037.76	906,427.81	1,200,000.00	293,572.19	75.5
55-37-14 CONNECTION FEES - WATER	2,450.00	11,390.00	11,500.00	110.00	99.0
55-37-17 PENALTIES	348.30	800.55	500.00	(300.55)	160.1
TOTAL OPERATING REVENUE	177,324.48	1,582,609.23	2,062,000.00	479,390.77	76.8
<u>OTHER FINANCING SOURCES</u>					
55-38-05 WATER IMPACT FEES	7,784.00	40,221.04	36,696.00	(3,525.04)	109.6
55-38-80 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
55-38-95 FUND RESERVES	.00	.00	745,769.00	745,769.00	.0
55-38-96 WATER IMPACT FEE BALANCE	.00	.00	291,531.00	291,531.00	.0
55-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	7,784.00	40,221.04	1,113,996.00	1,073,774.96	3.6
TOTAL FUND REVENUE	185,108.48	1,622,830.27	3,175,996.00	1,553,165.73	51.1

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
55-81-11 SALARIES AND WAGES	30,414.95	206,592.93	333,894.00	127,301.07	61.9
55-81-13 BENEFITS AND BONUS	8,313.13	78,760.63	177,404.00	98,643.37	44.4
55-81-15 ON CALL PAY	40.00	328.00	1,700.00	1,372.00	19.3
55-81-20 OVERTIME	.00	380.19	4,000.00	3,619.81	9.5
55-81-28 WELLS & WATER TANK POWER	40.55	9,360.02	9,000.00	(360.02)	104.0
55-81-35 HOOPER WATER DISTRICT	.00	25.00	500.00	475.00	5.0
55-81-41 WATER MAINTENANCE	1,896.74	14,444.68	28,620.00	14,175.32	50.5
55-81-42 WATER SAMPLE TESTING	21.06	2,133.78	5,000.00	2,866.22	42.7
55-81-43 SECONDARY WATER	98,615.52	874,536.28	1,200,000.00	325,463.72	72.9
55-81-45 REGISTRATION & OTHER EXPENSES	.00	165.00	500.00	335.00	33.0
55-81-60 TRAVEL AND EDUCATION	1,179.60	2,607.60	4,140.00	1,532.40	63.0
55-81-63 IT SUPPORT & CONTRACTS	820.61	15,051.72	25,800.00	10,748.28	58.3
TOTAL PRIMARY OPERATING EXPENSES	141,342.16	1,204,385.83	1,790,558.00	586,172.17	67.3
<u>WATER - MATERIALS AND SUPPLIES</u>					
55-82-24 UTILITY BILLS - POSTAGE/EQUIP	1,050.36	9,575.57	8,250.00	(1,325.57)	116.1
55-82-47 MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50 WATER METERS	.00	93,183.75	125,000.00	31,816.25	74.6
TOTAL WATER - MATERIALS AND SUPPLIES	1,050.36	102,759.32	134,000.00	31,240.68	76.7
<u>WATER - OTHER EXPENSES</u>					
55-84-05 WATER SYSTEM IMPACT FEE PROJ.	122,732.02	122,732.02	574,753.00	452,020.98	21.4
55-84-20 RISK MANAGEMENT	158.70	10,548.29	10,000.00	(548.29)	105.5
55-84-30 DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33 CAPITAL PROJECTS & EXPENDITURE	81,274.04	100,079.66	166,801.00	66,721.34	60.0
55-84-35 CREDIT CARD PROCESSING FEES	3,149.64	24,712.52	8,800.00	(15,912.52)	280.8
55-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	5,660.00	6,000.00	340.00	94.3
55-84-40 WATER PURCHASE - WEBER BASIN	.00	304,335.85	288,474.00	(15,861.85)	105.5
55-84-44 VEHICLE REPLACEMENT	.00	10,376.00	47,110.00	36,734.00	22.0
55-84-82 BLUE STAKES	84.02	1,071.12	2,500.00	1,428.88	42.8
55-84-83 IT	100.00	900.00	2,000.00	1,100.00	45.0
55-84-85 ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90 FLEET	826.67	7,030.52	15,000.00	7,969.48	46.9
55-84-97 FLEET LEASES	.00	9,740.00	10,000.00	260.00	97.4
TOTAL WATER - OTHER EXPENSES	208,325.09	597,185.98	1,231,438.00	634,252.02	48.5
<u>TRANSFERS & CONTINGENCIES</u>					
55-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	350,717.61	1,904,331.13	3,175,996.00	1,271,664.87	60.0
NET REVENUE OVER EXPENDITURES	(165,609.13)	(281,500.86)	.00	281,500.86	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

STORM WATER UTILITY FUND

ASSETS

58-1190	CASH-ALLOCATION FROM GEN. FUND	2,182,902.39	
58-1311	STORM WATER ACCTS. RECEIVABLE	21,418.89	
58-1312	ALLOWANCE FOR BAD DEBTS	(100.00)	
58-1411	DUE FROM OTHER GOVERNMENT	3,744.00	
58-1502	DEFERRED OUTFLOWS - PENSION	30,082.00	
58-1561	PREPAID EXPENSES	3,560.20	
	TOTAL CURRENT ASSETS		2,241,607.48

PROPERTY AND EQUIPMENT

58-1611	LAND	102,540.00	
58-1631	IMPROVEMST. OTHER THAN BLDGS.	9,290,232.84	
58-1651	MACHINERY AND EQUIPMENT	144,509.98	
58-1690	ACCUMULATED DEPRECIATION	(1,700,529.42)	
	TOTAL PROPERTY AND EQUIPMENT		7,836,753.40
	TOTAL ASSETS		10,078,360.88

LIABILITIES AND EQUITY

LIABILITIES

58-2131	ACCOUNTS PAYABLE	8,173.73	
58-2141	COMPENSATED ABSENCES PAYABLE	14,201.34	
58-2201	NET PENSION LIABILITY	18,962.00	
58-2202	DEFERRED INFLOWS - PENSION	452.00	
58-2250	WAGES PAYABLE	3,085.89	
	TOTAL LIABILITIES		44,874.96

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
58-2980	BEGINNING OF YEAR	8,838,457.03	
58-2995	RESTRICTED-STORM WTR IMPT FEES	1,139,491.36	
	REVENUE OVER EXPENDITURES - YTD	55,537.53	
	BALANCE - CURRENT DATE	10,033,485.92	
	TOTAL FUND EQUITY		10,033,485.92
	TOTAL LIABILITIES AND EQUITY		10,078,360.88

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE</u>					
58-37-11 STORM SYS. MAINT. & CONST. FEE	20,520.45	174,526.23	215,000.00	40,473.77	81.2
58-37-17 PENALTIES	38.70	88.95	150.00	61.05	59.3
58-37-90 FUND BALANCE	.00	.00	18,315.00	18,315.00	.0
58-37-91 STORM WATER IMPACT FEE BALANCE	.00	.00	74,288.00	74,288.00	.0
TOTAL OPERATING REVENUE	20,559.15	174,615.18	307,753.00	133,137.82	56.7
<u>OTHER FINANCING SOURCES</u>					
58-38-05 STORM WATER IMPACT FEES	13,132.23	136,970.57	105,100.00	(31,870.57)	130.3
58-38-70 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
58-38-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL OTHER FINANCING SOURCES	13,132.23	136,970.57	145,100.00	8,129.43	94.4
TOTAL FUND REVENUE	33,691.38	311,585.75	452,853.00	141,267.25	68.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STORM WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PRIMARY OPERATING EXPENSES</u>					
58-81-11 SALARIES AND WAGES	17,520.56	83,897.47	113,826.00	29,928.53	73.7
58-81-13 BENEFITS	3,073.80	28,480.71	59,822.00	31,341.29	47.6
58-81-27 STORM SYS. MAINT. & REPAIR	6,413.50	11,164.16	23,620.00	12,455.84	47.3
58-81-28 CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34 CREDIT CARD FEES	410.82	3,223.32	1,100.00	(2,123.32)	293.0
58-81-40 SWEEPING & PREVENTATIVE CARE	.00	8,976.97	12,000.00	3,023.03	74.8
58-81-42 STRM SYS MAINT & PHS II COMP.	479.00	6,006.00	2,500.00	(3,506.00)	240.2
58-81-43 SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
TOTAL PRIMARY OPERATING EXPENSES	27,897.68	141,748.63	227,868.00	86,119.37	62.2
<u>STORM WTR UTILITY - OTHER EXP.</u>					
58-84-05 STORM SYSTEM IMPACT FEE PROJ.	4,475.25	78,407.50	.00	(78,407.50)	.0
58-84-20 RISK MANAGEMENT	56.68	3,767.26	3,500.00	(267.26)	107.6
58-84-30 DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38 AUDITOR & ACCOUNTING SUPPORT	.00	1,415.00	1,500.00	85.00	94.3
58-84-44 VEHICLE REPLACEMENT	.00	19,269.00	83,485.00	64,216.00	23.1
58-84-83 CAPITAL PROJECTS	(86,778.90)	(925.75)	40,000.00	40,925.75	(2.3)
58-84-90 FLEET EXPENSE	118.10	2,626.58	2,500.00	(126.58)	105.1
58-84-97 FLEET LEASES	.00	9,740.00	10,000.00	260.00	97.4
TOTAL STORM WTR UTILITY - OTHER EXP.	(82,128.87)	114,299.59	204,985.00	90,685.41	55.8
<u>DEPARTMENT 90</u>					
58-90-99 PENSION	.00	.00	20,000.00	20,000.00	.0
TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND EXPENDITURES	(54,231.19)	256,048.22	452,853.00	196,804.78	56.5
NET REVENUE OVER EXPENDITURES	87,922.57	55,537.53	.00	(55,537.53)	.0

WEST POINT CITY CORPORATION

BALANCE SHEET

MARCH 31, 2026

DEBT SERVICE

ASSETS

70-1190	CASH ALLOCATION TO OTHER FUNDS		12,753.36	
			<u>12,753.36</u>	
	TOTAL CURRENT ASSETS			<u>12,753.36</u>
	TOTAL ASSETS			<u>12,753.36</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
70-2980	UNASSIGNED FUNDS	(105,167.45)		
70-2990	RESTRICTED FOR DEBT SERVICE	117,920.81		
			<u>12,753.36</u>	
	BALANCE - CURRENT DATE			<u>12,753.36</u>
	TOTAL FUND EQUITY			<u>12,753.36</u>
	TOTAL LIABILITIES AND EQUITY			<u>12,753.36</u>

WEST POINT CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUNDING USES</u>					
70-84-15 INTEREST ON BONDS	(279,663.20)	.00	.00	.00	.0
TOTAL FUNDING USES	(279,663.20)	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	(279,663.20)	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	279,663.20	.00	.00	.00	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

CDRA FUND

ASSETS

85-1190	CASH ALLOCATION TO OTHER FUNDS	(6,197.88)	
85-1361	PROPERTY TAXES DEFERRED	15,206.57	
	TOTAL CURRENT ASSETS		9,008.69
	TOTAL ASSETS		9,008.69

LIABILITIES AND EQUITY

LIABILITIES

85-2275	DEFERRED REVENUE	15,206.57	
	TOTAL LIABILITIES		15,206.57

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS	213,927.32	
	REVENUE OVER EXPENDITURES - YTD	(220,125.20)	
	BALANCE - CURRENT DATE	(6,197.88)	
	TOTAL FUND EQUITY		(6,197.88)
	TOTAL LIABILITIES AND EQUITY		9,008.69

WEST POINT CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

CDRA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
85-31-08 INTERFUND LOAN	.00	.00	576,000.00	576,000.00	.0
85-31-10 PROPERTY TAX INCREMENT	227,365.00	227,365.00	140,000.00	(87,365.00)	162.4
TOTAL REVENUE	227,365.00	227,365.00	716,000.00	488,635.00	31.8
TOTAL FUND REVENUE	227,365.00	227,365.00	716,000.00	488,635.00	31.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

CDRA FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
85-44-65 LONG-TERM DEBT EXPENSE	.00	306,000.00	439,000.00	133,000.00	69.7
TOTAL EXPENDITURES	.00	306,000.00	439,000.00	133,000.00	69.7
<u>DEPARTMENT 84</u>					
85-84-15 INTEREST EXPENSE	.00	141,490.20	277,000.00	135,509.80	51.1
TOTAL DEPARTMENT 84	.00	141,490.20	277,000.00	135,509.80	51.1
TOTAL FUND EXPENDITURES	.00	447,490.20	716,000.00	268,509.80	62.5
NET REVENUE OVER EXPENDITURES	227,365.00	(220,125.20)	.00	220,125.20	.0

WEST POINT CITY CORPORATION

BALANCE SHEET

MARCH 31, 2026

GENERAL FIXED ASSETS

ASSETS

PROPERTY AND EQUIPMENT

91-1611	LAND	12,414,742.82	
91-1612	INFRASTRUTURE	41,653,559.90	
91-1621	BUILDINGS	2,163,653.16	
91-1631	IMPROVMNTS OTHER THAN BLDGS.	2,703,562.03	
91-1641	OFFICE FURNITURE AND EQUIPMENT	72,662.97	
91-1651	MACHINERY AND EQUIPMENT	787,303.26	
91-1661	AUTOMOBILES AND TRUCKS	1,111,599.71	
91-1711	CONSTRUCTION WORK IN PROGRESS	843,401.67	
91-1750	ACCUMULATED DEPRECIATION	(10,544,619.91)	
	TOTAL PROPERTY AND EQUIPMENT		51,205,865.61
	TOTAL ASSETS		51,205,865.61

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	51,205,865.61	
	BALANCE - CURRENT DATE	51,205,865.61	
	TOTAL FUND EQUITY		51,205,865.61
	TOTAL LIABILITIES AND EQUITY		51,205,865.61

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2026

FUND 92

ASSETS

92-1502	DEFERRED OUTFLOWS OF RESOURCES	328,358.00	
	TOTAL CURRENT ASSETS		328,358.00
	TOTAL ASSETS		328,358.00

LIABILITIES AND EQUITY

LIABILITIES

92-2000	LONG TERM DEBT ACCOUNT GROUP	5,620,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE	129,323.87	
92-2201	NET PENSION LIABILITY	252,641.00	
92-2202	DEFERRED INFLOWS OF RESOURCES	14,454.00	
92-2551	ACCRUED INTEREST PAYABLE	23,582.00	
	TOTAL LIABILITIES		6,040,000.87

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(6,294,775.36)	
	REVENUE OVER EXPENDITURES - YTD	583,132.49	
	BALANCE - CURRENT DATE	(5,711,642.87)	
	TOTAL FUND EQUITY		(5,711,642.87)
	TOTAL LIABILITIES AND EQUITY		328,358.00

CITY COUNCIL STAFF REPORT



Subject: FY2027 Interim/Tentative Budget
Author: Ryan Harvey
Department: Administrative Services
Date: June 2, 2026

Background

Cities in the State of Utah are required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 22nd of June, unless a Truth-in-Taxation (TNT) hearing is held. Since the Council has decided to go through the TNT process, the Interim/Tentative Budget will need to be adopted at the June 16th Council Meeting. The remaining budget schedule is as follows:

June 2, 2026

- CDRA Fund
- Fee Schedule
- Property Tax Rate

June 16, 2026

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

Analysis

CDRA Fund

This year the CDRA received \$227,365 from tax increment revenues. The CDRA also made the final payment for the Series 2016 Bonds! As a reminder, this Project Area was created back in 2016. There was not enough Property Tax Increment at the time, so the CDRA decided to postpone “triggering” the Project Area until 2019. As a result, the City lent money to the CDRA to pay for the Bond Payments for the first two years of its existence: \$136,000 in FY2017, and \$140,000 in FY2018. As part of the agreement when the Project Area was created, the following were the priorities for the use of the Tax Increment:

1. Debt Service Payments
2. Repay loans made by the City (\$276,000)
3. Pay City for impact or permit fees related to Smith’s Store (\$587,506)
4. Pay developer for dedication of 300 North (\$87,141)
5. Reimburse Developer for impact fees paid on Pads B, C, & E (TBD)

Reimburse City for waived impact fees paid on Pads A, D, & F (TBD)

6. Any other legal purpose

The projected Fund Balance in the CDRA after the last payment will be approximately \$300,000. That amount, in addition to the increment that the CDRA will continue to receive for the next 7 years, will put the total amount close to \$2 Million. As a result, the City and the developer should receive reimbursement for everything listed in the Development Agreement. City Staff will work with our

Accountant and Attorney to make a plan on how to distribute these funds over the next 7 years, and we will report back to the Council.

In addition, the CDRA continues to have a debt obligation of \$576,000 per year for the property on Highway 193. The changes to the FY2027 budget will be as follows:

- 85-31-08 Interfund Loan – Increase from \$576,000 to \$577,000
- 85-31-10 Property Tax Increment – Increase from \$140,000 to \$220,000
- 85-44-65 Long-Term Debt Expense – Increase from \$419,000 to \$439,000
- 85-44-65 Transfers Out – Increase from \$0 to \$220,000
- 85-84-15 Interest Expense – Decrease from \$297,000 to \$277,000

Fee Schedule

As part of the contract that the City signed with ACE Garbage and Disposal, they increased their rates by 2.7% this year. Accordingly, staff proposes the following changes to the Garbage collection rates to account for this change:

- 1st Black Can – \$14.70 (Increase from \$14.30)
- 2nd Black Can – \$14.70 (Increase from \$14.30)
- Green Waste Can - \$6.00 (No Increase) – 6.15
- Recycling Can - \$4.75 (No Increase) – 4.90

Other changes to the Fee Schedule for FY 2027:

- Zoning Verification Letter - \$50 (New Fee)
- Appeals Authority Hearing - \$350 (Increase from \$200)
- Re-roof residential - \$150 (New Fee)
- Swimming Pool Permit - \$400 (Increase from \$150)
- Site Plan Review (Change language from “Final Site Plan Review Fee”)

Property Tax Rate

The County has not yet set a Certified Rate which will ensure that the City collects the same amount of revenue as last year, plus new growth. The Council has declared its intent to go through the Truth-in-Taxation (TNT) process. As a result, the Council will need to adopt an Interim Budget at the June 16th Council Meeting. As a reminder here is the Proposed Property Tax Impact Schedule, which will be amended when the City receives the Certified Rate from the County:

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

Recommendation

Staff would like Council to discuss and provide direction on the CDRA Fund and the Fee Schedule changes.

Significant Impacts

Financial impacts as outlined in the FY2027 Interim/Tentative Budget

Attachments

Proposed Interim/Tentative Budget FY2027

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: Landscaping at City Hall
Author: Kyle Laws
Department: Executive
Date: June 2, 2026

Background

Last summer, staff and the Council discussed landscaping improvements needed throughout the City. One priority was updating the landscaping at City Hall to create a refreshed appearance and incorporate water-efficient plants. Staff retained a landscape architect late last fall and has since worked with them to develop the design and construction documents. Council was advised that the proposed plan and cost estimate would be brought forward for review before the project was bid. That plan is now ready for presentation and discussion.

Analysis

The process has taken longer than anticipated and, to this point, has been managed primarily by the City Manager and Public Works Director. Staff has met with the landscape architect multiple times, provided information, and reviewed revisions. The attached documents include the full landscape plan. Most existing landscaping will be removed and replaced, while all existing trees will remain except for one dead tree that has already been removed. The plant schedule on the plans identifies the new plants and shrubs and shows where each will be installed. Staff requested plantings that are low-maintenance and water-efficient and has relied on the expertise of the design professionals for specific plant selection.

The full cost estimate is attached to this report and the project is anticipated to cost approximately \$31,335. Our public works crew will remove all of the existing landscaping to save costs on the demolition.

Kenny will lead the next phase of the project, including obtaining quotes and overseeing construction through completion.

Cemetery Design Update

The same landscape architect is also preparing the cemetery landscaping design, including additional burial options for urn interments. The project is approaching the 60% design milestone, which is expected within the next few weeks. Once received, staff should also have a cost estimate and a design package to present to the Council for review.

Recommendation

This item is for discussion only, and no formal action is required because it is already included in the budget. Staff is seeking Council feedback on the design and budget before proceeding. If changes are desired, this is the appropriate time to make them. If the Council supports the proposed design and budget, staff will next obtain quotes and move the project forward.

Attachments

Landscape Plan
Supporting Documents

MARK: DATE: DESCRIPTION:

PROJECT #: 825325
DRAWN BY: K. ALTHOUSE
CHECKED BY: B. WRIGHT
ISSUED: 05.15.2026



SECTION 01 7823
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

- A. SECTION PROVIDES FOR THAT PORTION OF THE PROJECT CLOSE-OUT PROCEDURES WHEREBY CERTAIN OPERATING AND MAINTENANCE DATA, INFORMATION, MANUALS AND INSTRUCTION/TRAINING IS PROVIDED TO THE OWNER, IN REGARD TO FUTURE OPERATION AND MAINTENANCE OF THE EQUIPMENT.
 1. INDIVIDUAL SPECIFICATION SECTIONS HAVE PROVISIONS REQUIRING SPECIFIC INFORMATION MANUALS, DIRECTION, INSTRUCTION, ETC.

1.02 MANUALS

- A. PURPOSE: OPERATION AND MAINTENANCE MANUALS WILL BE USED FOR TRAINING OF, AND USE BY, OWNER'S PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEMS AND RELATED EQUIPMENT.
 1. REFER TO INDIVIDUAL SPECIFICATION SECTIONS FOR SYSTEMS AND EQUIPMENT FOR WHICH MANUALS ARE REQUIRED.
- B. FORMAT: DIGITAL PDF
- C. CONTENTS: EACH MANUAL SHALL INCLUDE:
 1. TABLE OF CONTENTS.
 2. NAME, ADDRESS, AND PHONE NUMBER OF MANUFACTURER, INSTALLER, DISTRIBUTOR, AND AUTHORIZED SERVICE PROVIDER(S).
 3. MANUFACTURER'S PRODUCT DATA OR OTHER DESCRIPTION OF SYSTEM OR EQUIPMENT.
 4. SHOP DRAWINGS (AS APPLICABLE).
 5. MAINTENANCE INSTRUCTIONS AND REQUIREMENTS, INCLUDING PREVENTATIVE AND CORRECTIVE MAINTENANCE.
 6. SPARE PARTS LIST.
 7. WARRANTY COPY.
 8. OTHER INFORMATION AS REQUIRED BY INDIVIDUAL SPECIFICATION SECTIONS AND AS APPROPRIATE TO PROVIDE THE OWNER WITH NECESSARY INFORMATION REGARDING OPERATION AND MAINTENANCE OF THE SYSTEM OR EQUIPMENT.

1.03 TRAINING

- A. ALL REQUIRED TRAINING SHALL BE COORDINATED WITH, AND SCHEDULED AT OWNERS CONVENIENCE.
 1. ARRANGE FOR SUITABLE FACILITY FOR TRAINING, IF SUCH IS REQUIRED.
 2. PROVIDE MINIMUM FIVE (5) WORKING DAYS' NOTICE TO VERIFY TRAINING TIME.
- B. TRAINING SHALL INCLUDE OPERATION, MAINTENANCE, TROUBLESHOOTING, AND ROUTINE SERVICING OF EQUIPMENT AND SYSTEMS.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

END OF SECTION

SECTION 01 7700
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. DEFINITIONS: CLOSEOUT IS HEREBY DEFINED TO INCLUDE GENERAL REQUIREMENTS NEAR END OF CONTRACT TIME, IN PREPARATION FOR FINAL ACCEPTANCE, FINAL PAYMENT, NORMAL TERMINATION OF CONTRACT, OCCUPANCY BY OWNER AND SIMILAR ACTIONS EVIDENCING COMPLETION OF THE WORK. SPECIFIC REQUIREMENTS FOR INDIVIDUAL UNITS OF WORK ARE SPECIFIED IN SECTIONS OF THE PROJECT MANUAL.
- B. SUBMIT PROJECT CLOSEOUT DOCUMENTS TO ARCHITECT AT TIME OF SUBSTANTIAL COMPLETION INSPECTION UNLESS OTHERWISE NOTED.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. PROVIDE FINAL CLEANING OF THE WORK, AT TIME INDICATED, CONSISTING OF CLEANING EACH SURFACE OR UNIT OF WORK TO NORMAL "CLEAN" CONDITION. COMPLY WITH MANUFACTURER'S INSTRUCTIONS FOR CLEANING OPERATIONS. THE FOLLOWING ARE EXAMPLES, BUT NOT BY WAY OF LIMITATION, FOR CLEANING LEVELS REQUIRED.
 - B. REMOVE LABELS WHICH ARE NOT REQUIRED AS PERMANENT LABELS.
 - C. CLEAN PROJECT SITE (YARD AND GROUNDS), INCLUDING LANDSCAPE DEVELOPMENT AREAS, OF LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS TO A BROOM-CLEAN CONDITION; REMOVE STAINS, PETRO-CHEMICAL SPILLS AND OTHER FOREIGN DEPOSITS, RAKE GROUNDS WHICH ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH, EVEN-TEXTURED SURFACE.
 - D. REMOVAL OF PROTECTION: EXCEPT AS OTHERWISE INDICATED OR REQUESTED BY ARCHITECT/ENGINEER, REMOVE TEMPORARY PROTECTION DEVICES AND FACILITIES WHICH WERE INSTALLED DURING COURSE OF THE WORK TO PROTECT PREVIOUSLY COMPLETED WORK DURING REMAINDER OF CONSTRUCTION PERIOD.
 - E. COMPLIANCES: COMPLY WITH SAFETY STANDARDS AND GOVERNING REGULATIONS FOR CLEANING OPERATIONS. DO NOT BURN WASTE MATERIALS AT SITE, OR BURY DEBRIS OR EXCESS MATERIALS ON OWNER'S PROPERTY, OR DISCHARGE VOLATILE OR OTHER HARMFUL OR DANGEROUS MATERIAL INTO DRAINAGE SYSTEMS; REMOVE WASTE MATERIALS FROM SITE AND DISPOSE OF IN A LEGAL MANNER.

3.02 PRE-FINAL AND FINAL INSPECTIONS

- A. UPON CONTRACTOR'S REQUEST, ARCHITECT WILL MAKE A PREFINAL INSPECTION AND FURNISH TO CONTRACTOR A LIST OF ITEMS TO BE CORRECTED BY CONTRACTOR. UPON CORRECTION OF THESE ITEMS, AND RECEIPT OF WRITTEN REQUEST THAT WORK IS READY FOR FINAL INSPECTION, ARCHITECT WILL ARRANGE A SUBSTANTIAL COMPLETION INSPECTION TO INCLUDE OWNER'S REPRESENTATIVES AT WHICH TIME ARCHITECT WILL FURNISH FINAL LIST OF ITEMS TO BE CORRECTED. ARCHITECT WILL EXECUTE CERTIFICATE OF SUBSTANTIAL COMPLETION.

3.03 MAINTENANCE MANUALS

- A. ORGANIZE MAINTENANCE AND OPERATING MANUAL INFORMATION INTO SUITABLE SETS. INCLUDE SPARE PARTS LISTING, EXTRA STOCK RECEIPTS, COPIES OF WARRANTIES, SHOP DRAWINGS, PRODUCT DATA, AND SIMILAR APPLICABLE INFORMATION.

3.04 MANUFACTURER'S INSTRUCTIONS

- A. ARRANGE, BY APPOINTMENT, TO GIVE PHYSICAL DEMONSTRATION AND ORAL INSTRUCTIONS FOR SYSTEM OPERATION TO THE OWNER OR HIS DESIGNATED REPRESENTATIVE. PROVIDE FORM STATING INSTRUCTION HAS BEEN GIVEN. FORM SIGNED BY OWNER OR HIS DESIGNATED REPRESENTATIVE AND BY MANUFACTURER'S REPRESENTATIVE. INCLUDE IN MAINTENANCE MANUALS.

3.05 WARRANTIES AND BONDS

- A. WHEN WRITTEN, GUARANTEES ARE REQUIRED OF ANY SECTION OF THE WORK, CONTRACTOR SHALL SECURE SUCH GUARANTEES AND/OR WARRANTIES PROPERLY ADDRESSED AND SIGNED AND IN FAVOR OF OWNER. THESE DOCUMENTS SHALL BE DELIVERED TO ARCHITECT UPON COMPLETION OF CONTRACTOR'S WORK AND PRIOR TO FINAL PAYMENT. DELIVERY OF GUARANTEES AND WARRANTIES SHALL NOT RELIEVE CONTRACTOR FROM ANY OBLIGATION ASSUMED UNDER ANY OTHER PROVISIONS OF HIS CONTRACT. NOTHING HEREIN INTENDS OR IMPLIES THAT GUARANTEES AND/OR WARRANTIES SHALL APPLY TO WORK ABUSED OR NEGLECTED BY OWNER.

3.06 PROJECT CLOSEOUT DOCUMENTS

- A. WARRANTIES, GUARANTEES, CERTIFICATIONS, AND EXTRA STOCK RECEIPTS REQUIRED FOR PROJECT CLOSE-OUT INCLUDE, BUT ARE NOT LIMITED TO, THOSE SHOWN ON FOLLOWING SCHEDULE OF PROJECT CLOSE-OUT DOCUMENTS.
 - B. DELIVER TOOLS, SPARE PARTS, EXTRA STOCKS OF MATERIALS, AND SIMILAR PHYSICAL ITEMS TO OWNER.
 - C. COMPLETE FINAL CLEANING UP REQUIREMENTS.
 - D. SUBMIT FINAL PAYMENT REQUEST WITH FINAL RELEASES SUPPORTING DOCUMENTATION NOT PREVIOUSLY SUBMITTED AND ACCEPTED. INCLUDE CERTIFICATES OF INSURANCE FOR PRODUCTS AND COMPLETED OPERATIONS WHERE REQUIRED.
 - E. SUBMIT THE FOLLOWING CLOSEOUT FORMS:
 1. CERTIFICATE OF SUBSTANTIAL COMPLETION
 2. MAINTENANCE MANUALS
 3. CONTRACTOR'S ONE-YEAR GUARANTEE
 4. RECORD DRAWINGS

3.07 WARRANTIES, GUARANTEES, CERTIFICATIONS

- A. MINIMUM ONE (1) YEAR WARRANTY FROM DATE OF SUBSTANTIAL COMPLETION AND SPECIFIED WARRANTIES AS INDICATED IN EACH SPECIFICATION SECTION.

END OF SECTION

SECTION 01 2500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. PROCEDURAL REQUIREMENTS FOR PROPOSED SUBSTITUTIONS.

1.02 SUMMARY

- A. THIS SECTION SETS OUT PROCEDURES FOR REQUESTING SUBSTITUTIONS FOR PRODUCTS, MATERIAL, EQUIPMENT, METHOD OR PROCESS, IN LIEU OF THAT SPECIFIED.

1.03 DEFINITIONS

- A. SUBSTITUTIONS: CHANGES FROM CONTRACT DOCUMENTS REQUIREMENTS PROPOSED BY CONTRACTOR TO MATERIALS, PRODUCTS, ASSEMBLIES, AND EQUIPMENT.

1.04 SYSTEM DESCRIPTION

- A. LEGITIMATE PROPOSED SUBSTITUTIONS, IF SUBMITTED AS REQUIRED AND ACCOMPANIED BY NECESSARY DOCUMENTATION, WILL BE ENTERTAINED BY THE OWNER FOR INCLUSION IN THE CONTRACT DOCUMENTS.
 1. NO SUBSTITUTIONS OR VARIATIONS FROM THE CONTRACT DOCUMENTS WILL BE PERMITTED EXCEPT AS DESCRIBED HEREIN.
 2. A PROPOSED MATERIAL OR EQUIPMENT WHICH IS NOT SHOWN TO BE AT LEAST EQUAL IN QUALITY AND FULLY EQUIVALENT IN PERFORMANCE TO THAT SPECIFIED, WILL NOT BE ACCEPTED.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURE

- A. REQUESTS FOR SUBSTITUTION MAY BE SUBMITTED FOR CONSIDERATION AT ANY JUNCTURE IN THE PROJECT, BOTH PRIOR TO, AND AFTER EXECUTION OF THE CONSTRUCTION CONTRACT.
 - B. PRIOR TO EXECUTION OF THE CONTRACT:
 1. DURING BIDDING:
 - a. INDICATE THE NAME, MANUFACTURER, MODEL NUMBER, SIZE, ETC. OF THE PROPOSED SUBSTITUTION, ALONG WITH THE EFFECT ON THE BID AMOUNT FOR EACH PROPOSED SUBSTITUTION.
 - b. THE OWNER WILL EVALUATE THE PROPOSED SUBSTITUTION PRIOR TO EXECUTION OF THE AGREEMENT.
 - c. IF ACCEPTABLE, THE SUBSTITUTION WILL BE INCORPORATED BY REFERENCE INTO THE AGREEMENT, AND BECOME PART OF THE CONTRACT DOCUMENTS. THE CONTRACT SUM WILL REFLECT THE NET ADJUSTMENT DUE TO ALL ACCEPTED SUBSTITUTIONS.
 - d. IF NOT ACCEPTED, THE CONTRACTOR SHALL PROVIDE THE ORIGINALLY SPECIFIED ITEM.
 2. AFTER BIDDING: IF NO SUBSTITUTION IS OFFERED BY THE BIDDER FOR THOSE BRANDS SPECIFIED (WITHOUT THE "EQUAL" CLAUSE), THEN THE CONTRACTOR SHALL PROVIDE SPECIFIED PRODUCTS, UNLESS A FORMAL REQUEST FOR SUBSTITUTION IS MADE IN WRITING BY THE CONTRACTOR AND ACCEPTED BY THE OWNER, UNDER THE SAME RESTRICTIONS GOVERNING THE SUBMITTAL OF PROPOSED SUBSTITUTIONS FORM, TO BE UTILIZED AFTER EXECUTION OF THE CONTRACT. (SEE BELOW.)

3.02 CONTRACTOR'S RESPONSIBILITIES

- A. THE FOLLOWING REQUIREMENTS APPLY TO ALL REQUESTS FOR SUBSTITUTIONS, WHETHER PROPOSED DURING BIDDING OR DURING CONSTRUCTION:
 1. REQUEST FOR CONSIDERATION OF SUBSTITUTE ITEMS SHALL BE ORIGINATED BY THE CONTRACTOR.
 2. THE REQUEST SHALL BE ACCOMPANIED BY A REQUEST FOR SUBSTITUTION FORM BY ALL DATA NECESSARY TO DEMONSTRATE PERFORMANCE WITH THE CONTRACT DOCUMENTS, AND SHALL SHOW ANY DEVIATION FROM THE ITEM SPECIFIED.
 3. IF THE SUBSTITUTION OF ANY MATERIAL OR EQUIPMENT INCREASES COSTS TO THE CONTRACTOR, OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR ON THE PROJECT, THEN THESE COSTS SHALL BE BORNE BY THE CONTRACTOR PROVIDING THE SUBSTITUTION.
 4. IF THE SUBSTITUTION OF ANY MATERIAL OR EQUIPMENT REQUIRES A REVISION OF DESIGN, THE CONTRACTOR SHALL SUBMIT TO THE OWNER AND ARCHITECT A COMPLETE AND DETAILED DESIGN FOR REVIEW BEFORE COMMENCING WORK.
- B. IN ALL INSTANCES OF SUBSTITUTIONS, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR HAVING ALL SUBSTITUTIONS COMPLY IN ALL RESPECTS WITH THE APPLICABLE PORTIONS OF THE CONTRACT DOCUMENTS, CODES, REGULATIONS, AND STANDARDS, EXCEPT WHERE ANY SUCH REQUIREMENTS ARE SPECIFICALLY WAIVED IN WRITING.
 1. EVIDENCE OF FULL EQUIVALENCY OF THE REQUESTED SUBSTITUTE TO THE SPECIFIED PRODUCT, LIES FULLY AT THE RESPONSIBILITY OF THE SUBMITTING CONTRACTOR, AND SHALL BE CLEARLY SHOWN IN COMPLETE COMPARATIVE DOCUMENTATION.
- C. IN THE EVENT THE OWNER'S EVALUATION OF THE PROPOSED SUBSTITUTION REVEALS THAT A REDESIGN IS NECESSARY TO ACCOMMODATE THE SUBSTITUTION, THE COST FOR SUCH REDESIGN SHALL BE BORNE BY THE CONTRACTOR.
- D. THE ARCHITECT'S FEE FOR INVESTIGATING AND EVALUATING A PROPOSED SUBSTITUTION'S COMPLIANCE WITH THE CONTRACT DOCUMENTS SHALL BE BORNE BY THE CONTRACTOR, WHETHER THE SUBSTITUTION IS ACCEPTED OR NOT.
- E. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT MATERIALS AND EQUIPMENT TO BE FURNISHED FIT THE SPACE AVAILABLE. MAKE NECESSARY INVESTIGATIONS TO ASCERTAIN SPACE REQUIREMENTS, INCLUDING THOSE FOR MAINTENANCE. ORDER SUCH SIZES AND SHAPES OF PRODUCT THAT THE FINAL INSTALLATION WILL MEET THE TRUE INTENT AND MEANING OF THE CONTRACT DOCUMENTS AND WILL FIT INTO THE SPACE ALLOCATED WITH ADEQUATE ROOM FOR MAINTENANCE.
 1. THE CONTRACTOR REQUESTING OR UTILIZING AN APPROVED SUBSTITUTION, SHALL BE RESPONSIBLE FOR COORDINATING ALL NECESSARY CHANGES WITH OTHER CONTRACTORS AND SUBCONTRACTORS AFFECTED.

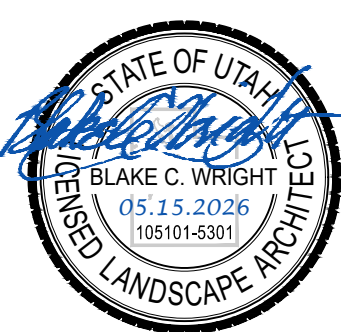
END OF SECTION

D

C

B

A



SECTION 32 9419
LANDSCAPE SURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. MULCH.
- B. MAINTENANCE.

1.02 SUBMITTALS

- A. SEE SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.

1.03 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: ENGAGE AN EXPERIENCED INSTALLER WHO HAS COMPLETED LANDSCAPING WORK SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT WITH AT LEAST 3 YEARS EXPERIENCE AND A RECORD OF SUCCESSFUL LANDSCAPE ESTABLISHMENT.

1.04 FIELD CONDITIONS

- A. DO NOT INSTALL MULCH WHEN WIND VELOCITY EXCEEDS 30 MPH (48 KHR).

1.05 WARRANTY

- A. GENERAL WARRANTY: THE SPECIAL WARRANTY SPECIFIED IN THIS ARTICLE SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AND SHALL BE IN ADDITION TO AND RUN CONCURRENT WITH OTHER WARRANTIES MADE BY THE CONTRACTOR UNDER REQUIREMENTS OF THE CONTRACT DOCUMENTS.

PART 2 PRODUCTS

2.01 MULCH MATERIALS

- A. SHREDDED BARK MULCH: COLOR NOTED ON APPROVED DRAWINGS.

2.02 ACCESSORIES

- A. ANTIDESICCANT: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RETARDER, FILM FORMING, FOR TREES AND SHRUBS. DELIVER IN ORIGINAL, SEALED, AND FULLY LABELED CONTAINERS AND MIX ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

PART 3 EXECUTION

3.01 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE LANDSCAPING FOR COMPLIANCE WITH REQUIREMENTS AND FOR CONDITIONS AFFECTING PERFORMANCE OF WORK OF THIS SECTION. DO NOT PROCEED WITH INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- B. VERIFY THAT PREPARED SUBSOIL AND PLANTERS ARE READY TO RECEIVE WORK.

3.02 MULCHING

- A. MULCH BACKFILL SURFACES OF PITS, TRENCHES, PLANTED AREAS, AND OTHER AREAS INDICATED.
- B. SHREDDED BARK MULCH: PLACE 4 INCH DEPTH MULCH IN AREAS AS SHOWN ON PLANS.

3.03 ACCESSORIES

- A. APPLY ANTIDESICCANT USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OR TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE. WHEN DECIDUOUS TREES OR SHRUBS ARE MOVED IN FULL-LEAF, SPRAY WITH ANTIDESICCANT AT NURSERY BEFORE MOVING AND AGAIN 2 WEEKS AFTER PLANTING.

3.04 CLEAN-UP AND PROTECTION

- A. DURING LANDSCAPING, KEEP PAVEMENT CLEAN AND WORK AREA IN ORDERLY CONDITION.
- B. PROTECT LANDSCAPING FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED LANDSCAPE WORK AS DIRECTED.

3.05 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF IT OFF THE OWNERS PROPERTY.

END OF SECTION

SECTION 32 9300
PLANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. PREPARATION OF SUBSOIL.
- B. TOPSOIL BEDDING.
- C. NEW TREES AND PLANTS.
- D. FERTILIZER.
- E. MAINTENANCE.
- F. TREE AND SHRUB PRUNING.

1.02 DEFINITIONS

- A. WEEDS: ANY PLANT LIFE NOT SPECIFIED OR SCHEDULED.
- B. PLANTS: LIVING TREES, PLANTS, AND GROUND COVER SPECIFIED IN THIS SECTION, AND DESCRIBED IN ANSI Z60.1.

1.03 REFERENCE STANDARDS

- A. ANSI A300 PART 1 - AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS -- TREE, SHRUB AND OTHER WOODY PLANT MAINTENANCE -- STANDARD PRACTICES; 2017.
- B. ANSI/AHA Z60.2 - AMERICAN STANDARD FOR NURSERY STOCK; 2025.

1.04 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: ENGAGE AN EXPERIENCED INSTALLER WHO HAS COMPLETED LANDSCAPING WORK SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT WITH AT LEAST 3 YEARS EXPERIENCE AND A RECORD OF SUCCESSFUL LANDSCAPE ESTABLISHMENT.
- B. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF TREES, SHRUBS, AND PLANTS INDICATED COMPLYING WITH THE APPLICABLE REQUIREMENTS OF ANSI/AHA Z60.2.

- C. MEASURE TREES AND SHRUBS ACCORDING TO ANSI/AHA Z60.2 WITH BRANCHES AND TRUNKS OR CANES IN THEIR NORMAL POSITION. DO NOT PRUNE TO OBTAIN REQUIRED SIZES. TAKE CALIPER MEASUREMENTS 6 INCHES ABOVE GROUND FOR TREES UP TO 4 INCH CALIPER SIZE AND 12 INCHES ABOVE GROUND FOR LARGER SIZES. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD. DO NOT MEASURE BRANCHES OR ROOTS TIP-TO-TIP.

- D. TREE PRUNING: COMPLY WITH ANSI A300 PART 1.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. TREES AND SHRUBS: DELIVER FRESHLY DUG TREES AND SHRUBS. DO NOT PRUNE BEFORE DELIVERY, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY NATURAL SHAPE. PROVIDE PROTECTIVE COVERING DURING DELIVERY. DO NOT DROP TREES AND SHRUBS DURING DELIVERY.
- B. HANDLE BALLED AND BURLAPPED STOCK BY THE ROOT BALL.

- C. DELIVER FERTILIZER IN WATERPROOF BAGS SHOWING WEIGHT, CHEMICAL ANALYSIS, AND NAME OF MANUFACTURER.
- D. DELIVER TREES, SHRUBS, AND PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN 6 HOURS AFTER DELIVERY, SET PLANTING MATERIALS IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.

- 1. SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
- 2. DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
- 3. WATER ROOT SYSTEMS OF TREES AND SHRUBS STORED ON SITE WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST CONDITION.

- E. PROTECT AND MAINTAIN PLANT LIFE UNTIL PLANTED.

- F. DELIVER PLANT LIFE MATERIALS IMMEDIATELY PRIOR TO PLACEMENT. KEEP PLANTS MOIST.

1.06 FIELD CONDITIONS

- A. DO NOT INSTALL PLANT LIFE WHEN AMBIENT TEMPERATURES MAY DROP BELOW 35 DEGREES F (2 DEGREES C) OR RISE ABOVE 90 DEGREES F (32 DEGREES C).
- B. DO NOT INSTALL PLANT LIFE WHEN WIND VELOCITY EXCEEDS 30 MPH (48 KHR).

- C. UTILITIES: DETERMINE LOCATION OF ABOVE GRADE AND UNDERGROUND UTILITIES AND PERFORM WORK IN A MANNER WHICH WILL AVOID DAMAGE. HAND EXCAVATE AS REQUIRED. MAINTAIN GRADE STAKES UNTIL REMOVAL IS MUTUALLY AGREED UPON BY PARTIES CONCERNED.

- D. EXCAVATION: WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED, SUCH AS RUBBLE FILL, ADVERSE DRAINAGE CONDITIONS, OR OBSTRUCTIONS, NOTIFY LANDSCAPE ARCHITECT BEFORE PLANTING.

1.07 COORDINATION AND SCHEDULING

- A. COORDINATE INSTALLATION OF PLANTING MATERIALS DURING NORMAL PLANTING SEASONS FOR EACH TYPE OF PLANT MATERIAL REQUIRED.

1.08 WARRANTY

- A. GENERAL WARRANTY: THE SPECIAL WARRANTY SPECIFIED IN THIS ARTICLE SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AND SHALL BE IN ADDITION TO AND RUN CONCURRENT WITH OTHER WARRANTIES MADE BY THE CONTRACTOR UNDER REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. SPECIAL WARRANTY: WARRANT TREES, SHRUBS, AND PLANTS FOR A PERIOD OF ONE YEAR AFTER DATE OF SUBSTANTIAL COMPLETION AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, OR ABUSE BY OWNER, ABNORMAL WEATHER CONDITIONS UNUSUAL FOR WARRANTY PERIOD, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.

- C. REPLACEMENTS: PLANTS OF SAME SIZE AND SPECIES AS SPECIFIED, PLANTED IN THE NEXT GROWING SEASON, WITH A NEW WARRANTY COMMENCING ON DATE OF REPLACEMENT.

- 1. REMOVE AND REPLACE DEAD PLANTING MATERIALS IMMEDIATELY UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
- 2. REPLACE PLANTING MATERIALS THAT ARE MORE THAN 25% DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
- 3. A LIMIT OF ONE REPLACEMENT OF EACH PLANT MATERIAL WILL BE REQUIRED, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.

PART 2 PRODUCTS

2.01 TREE AND SHRUB MATERIAL

- A. PLANTS: SPECIES AND SIZE IDENTIFIED IN PLANT SCHEDULE, GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN LOCALITY OF THE WORK.
- B. GENERAL: FURNISH NURSERY-GROWN TREES AND SHRUBS CONFORMING TO ANSI/AHA Z60.2, WITH HEALTHY ROOT SYSTEMS, DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL SHAPED, FULLY-BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.

- C. GRADE: PROVIDE TREES AND SHRUBS OF SIZES AND GRADES CONFORMING TO ANSI/AHA Z60.2 FOR TYPE OF TREES AND SHRUBS REQUIRED. TREES AND SHRUBS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT WITH PROPORTIONATE INCREASE IN SIZE OF ROOTS AND BALL.

- D. LABEL AT LEAST 1 TREE AND 1 SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.

2.02 SHADE AND FLOWERING TREES

- A. SHADE TREES: SINGLE-STEM TREES WITH STRAIGHT TRUNK, WELL-BALANCED CROWN, AND INTACT LEADER. OF HEIGHT AND CALIPER INDICATED, CONFORMING TO ANSI/AHA Z60.2 FOR TYPE OF TREES REQUIRED.

- B. SMALL TREES: SMALL UPRIGHT OR SPREADING TYPE, BRANCHED OR PRUNED NATURALLY ACCORDING TO SPECIES AND TYPE, AND WITH RELATIONSHIP OF CALIPER, HEIGHT, AND BRANCHING RECOMMENDED BY ANSI/AHA Z60.2.

- C. PROVIDE BALLED AND BURLAPPED TREES WHEN SPECIFIED ON APPROVED PLANS.

2.03 SHRUBS AND PERENNIALS

- A. FORM AND SIZE: SHRUBS WITH NOT LESS THAN THE MINIMUM NUMBER OF CANES REQUIRED BY AND MEASURED ACCORDING TO ANSI/AHA Z60.2 FOR TYPE, SHAPE, AND HEIGHT OF SHRUB.
- B. PROVIDE BALLED AND BURLAPPED OR CONTAINER SHRUBS AND PERENNIALS.

2.04 SOIL AMENDMENT MATERIALS

- A. FERTILIZER FOR TREES AND SHRUBS: CONTAINING FIFTY PERCENT OF THE ELEMENTS DERIVED FROM ORGANIC SOURCES, OF PROPORTION NECESSARY TO ELIMINATE ANY DEFICIENCIES OF TOPSOIL, TO THE FOLLOWING PROPORTIONS:

- 1. NITROGEN: >20% (OF WHICH 50% WILL BE ORGANIC).
- 2. PHOSPHORIC ACID: 10%.
- 3. SOLUBLE POTASH: 5%.

- B. WATER: CLEAN, FRESH, AND FREE OF SUBSTANCES OR MATTER THAT COULD INHIBIT VIGOROUS GROWTH OF PLANTS.

2.05 ACCESSORIES

- A. STAKES: SOFTWOOD LUMBER, POINTED END.

PART 3 EXECUTION

3.01 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE LANDSCAPING FOR COMPLIANCE WITH REQUIREMENTS AND FOR CONDITIONS AFFECTING PERFORMANCE OF WORK OF THIS SECTION. DO NOT PROCEED WITH INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- B. VERIFY THAT PREPARED SUBSOIL AND PLANTERS ARE READY TO RECEIVE WORK.

- C. SATURATE SOIL WITH WATER TO TEST DRAINAGE.

3.02 PREPARATION OF SUBSOIL

- A. PREPARE SUBSOIL TO ELIMINATE UNEVEN AREAS. MAINTAIN PROFILES AND CONTOURS. MAKE CHANGES IN GRADE GRADUAL. BLEND SLOPES INTO LEVEL AREAS.

- B. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION, FOREIGN MATERIALS, STICKS, RUBBISH, WEEDS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE CONTAMINATED SUBSOIL.

- C. SCARIFY SUBSOIL TO A DEPTH OF 6 INCHES (150 MM) WHERE PLANTS ARE TO BE PLACED. REPEAT CULTIVATION IN AREAS WHERE EQUIPMENT, USED FOR HAULING AND SPREADING TOPSOIL, HAS COMPACTED SUBSOIL.

- D. GRADE TOPSOIL TO ELIMINATE ROUGH, LOW OR SOFT AREAS, AND TO ENSURE POSITIVE DRAINAGE.

3.03 FERTILIZING

- A. APPLY FERTILIZER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

- B. APPLY AFTER INITIAL BAKING OF TOPSOIL AND TILL IN TO BEDS.

- C. MIX THOROUGHLY INTO UPPER 8 INCHES (203 MM) OF TOPSOIL.

- D. LIGHTLY WATER TO AID THE DISSIPATION OF FERTILIZER.

3.04 EXCAVATION FOR TREES AND SHRUBS

- A. PITS AND TRENCHES: EXCAVATE WITH BOTTOM OF EXCAVATION SLIGHTLY RAISED AT CENTER TO ASSIST DRAINAGE. LOOSEN HARD SUBSOIL IN BOTTOM OF EXCAVATION.

- 1. BALLED AND BURLAPPED TREES AND SHRUBS: EXCAVATE APPROXIMATELY 3 TIMES AS WIDE AS BALL DIAMETER AND EQUAL TO BALL DEPTH.
- 2. CONTAINER-GROWN TREES AND SHRUBS: EXCAVATE APPROXIMATELY 3 TIMES AS WIDE AS CONTAINER DIAMETER AND EQUAL TO ROOT MASS DEPTH.

- B. DISPOSE OF SUBSOIL REMOVED FROM LANDSCAPE EXCAVATIONS. DO NOT MIX WITH PLANTING SOIL OR USE AS BACKFILL.

- C. OBSTRUCTIONS: NOTIFY LANDSCAPE ARCHITECT IF UNEXPECTED ROCK OR OBSTRUCTIONS DETRIMENTAL TO TREES OR SHRUBS ARE ENCOUNTERED IN EXCAVATIONS.

- D. DRAINAGE: NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS EVIDENCE UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PITS.

- E. FILL EXCAVATION WITH WATER AND ALLOW TO PERCOLATE OUT BEFORE PLACING SETTING LAYER AND POSITIONING TREES AND SHRUBS.

3.05 PLANTING

- A. LAYOUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, AND SECURE LANDSCAPE ARCHITECT'S ACCEPTANCE BEFORE THE START OF PLANTING WORK. MAKE MINOR ADJUSTMENTS AS NEEDED.

- B. SET BALLED AND BURLAPPED STOCK PLUMB AND IN CENTER OF PIT OR TRENCH WITH TOP OF BALL RAISED ABOVE ADJACENT FINISH GRADES AS INDICATED.

- 1. PLACE STOCK ON UNDISTURBED OR COMPACTED TOPSOIL.
- 2. REMOVE BURLAP AND WIRE BASKETS FROM TOPS AND AT LEAST UPPER HALF OF ROOT BALL (MORE IF THE ROOT BALL IS STABLE), BUT DO NOT REMOVE FROM UNDER ROOT BALL. REMOVE PALLETES, IF ANY, BEFORE SETTING. DO NOT USE PLANTING STOCK IF BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION.

- 3. PLACE BACKFILL AROUND BALL IN LAYERS, TAMPING TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS.

- 4. BACKFILL TO CONSIST OF ONE (1) PART TOPSOIL AND ONE (1) PART NATIVE SOIL CLEAN AND FREE FROM TOXIC MINERAL AND CHEMICALS, NOXIOUS WEEDS, ROCKS LARGER THAN 1-1/2 INCH IN ANY DIMENSION, AND OTHER OBJECTIONABLE MATERIALS.

- 5. WHEN PIT IS APPROXIMATELY 1/2 BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF BACKFILL.

- C. SET CONTAINER-GROWN STOCK PLUMB IN CENTER OF PIT OR TRENCH WITH TOP OF BALL RAISED ABOVE ADJACENT FINISH GRADES AS INDICATED.

- 1. CAREFULLY REMOVE CONTAINERS SO AS NOT TO DAMAGE ROOT BALLS.
- 2. PLACE STOCK ON UNDISTURBED OR COMPACTED TOPSOIL.

- 3. PLACE BACKFILL AROUND BALL IN LAYERS, TAMPING TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS.

- 4. BACKFILL TO CONSIST OF ONE (1) PART TOPSOIL AND ONE (1) PART NATIVE SOIL CLEAN AND FREE FROM TOXIC MINERAL AND CHEMICALS, NOXIOUS WEEDS, ROCKS LARGER THAN 1-1/2 INCH IN ANY DIMENSION, AND OTHER OBJECTIONABLE MATERIALS.

- 5. WHEN PIT IS APPROXIMATELY 1/2 BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF BACKFILL.

- D. DISH AND TAMP TOP OF BACKFILL TO FORM A 3 INCH HIGH MOUND AROUND THE RIM OF THE PIT. DO NOT COVER TOP OF ROOT BALL WITH BACKFILL.

3.06 PLANT SUPPORT

- A. BRACE PLANTS VERTICALLY WITH PLANT PROTECTOR WRAPPED GUY WIRES AND STAKES TO THE FOLLOWING:

- 1. TREE CALIPER: 1 TO 2 INCHES (25 TO 50 MM); TREE SUPPORT METHOD: 2 STAKES WITH TWO TIES EACH

3.07 TREE PRUNING

- A. PRUNE TREES AS RECOMMENDED IN ANSI A300 PART 1.

- B. UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS, REMOVE ONLY DEAD, BROKEN, AND SPLIT BRANCHES.

- C. PRUNE SHRUBS TO RETAIN NATURAL CHARACTER. SHRUB SIZES INDICATED ARE SIZE AFTER PRUNING.

3.08 FIELD QUALITY CONTROL

- A. PLANTS WILL BE REJECTED IF A BALL OF EARTH SURROUNDING ROOTS HAS BEEN DISTURBED OR DAMAGED PRIOR TO OR DURING PLANTING.

3.09 CLEAN-UP AND PROTECTION

- A. DURING LANDSCAPING, KEEP PAVEMENT CLEAN AND WORK AREA IN ORDERLY CONDITION.

- B. PROTECT LANDSCAPING FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED LANDSCAPE WORK AS DIRECTED.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF IT OFF THE OWNERS PROPERTY.

3.11 MAINTENANCE

- A. PROVIDE MAINTENANCE AT NO EXTRA COST TO OWNER; OWNER WILL PAY FOR WATER.

- B. MAINTAIN PLANT LIFE FOR 60 DAYS AFTER DATE OF SUBSTANTIAL COMPLETION.

- C. IRRIGATE SUFFICIENTLY TO SATURATE ROOT SYSTEM AND PREVENT SOIL FROM DRYING OUT.

- D. REMOVE DEAD OR BROKEN BRANCHES AND TREAT PRUNED AREAS OR OTHER WOUNDS.

- E. NEATLY TRIM PLANTS WHERE NECESSARY.

- F. IMMEDIATELY REMOVE CLIPPINGS AFTER TRIMMING.

- G. CONTROL GROWTH OF WEEDS. APPLY HERBICIDES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

- H. CONTROL INSECT DAMAGE AND DISEASE. APPLY PESTICIDES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

- I. REMEDY DAMAGE FROM USE OF HERBICIDES AND PESTICIDES.

- J. MAINTAIN STAKES. REPAIR OR REPLACE ACCESSORIES WHEN REQUIRED.

END OF SECTION

PLANTING NOTES

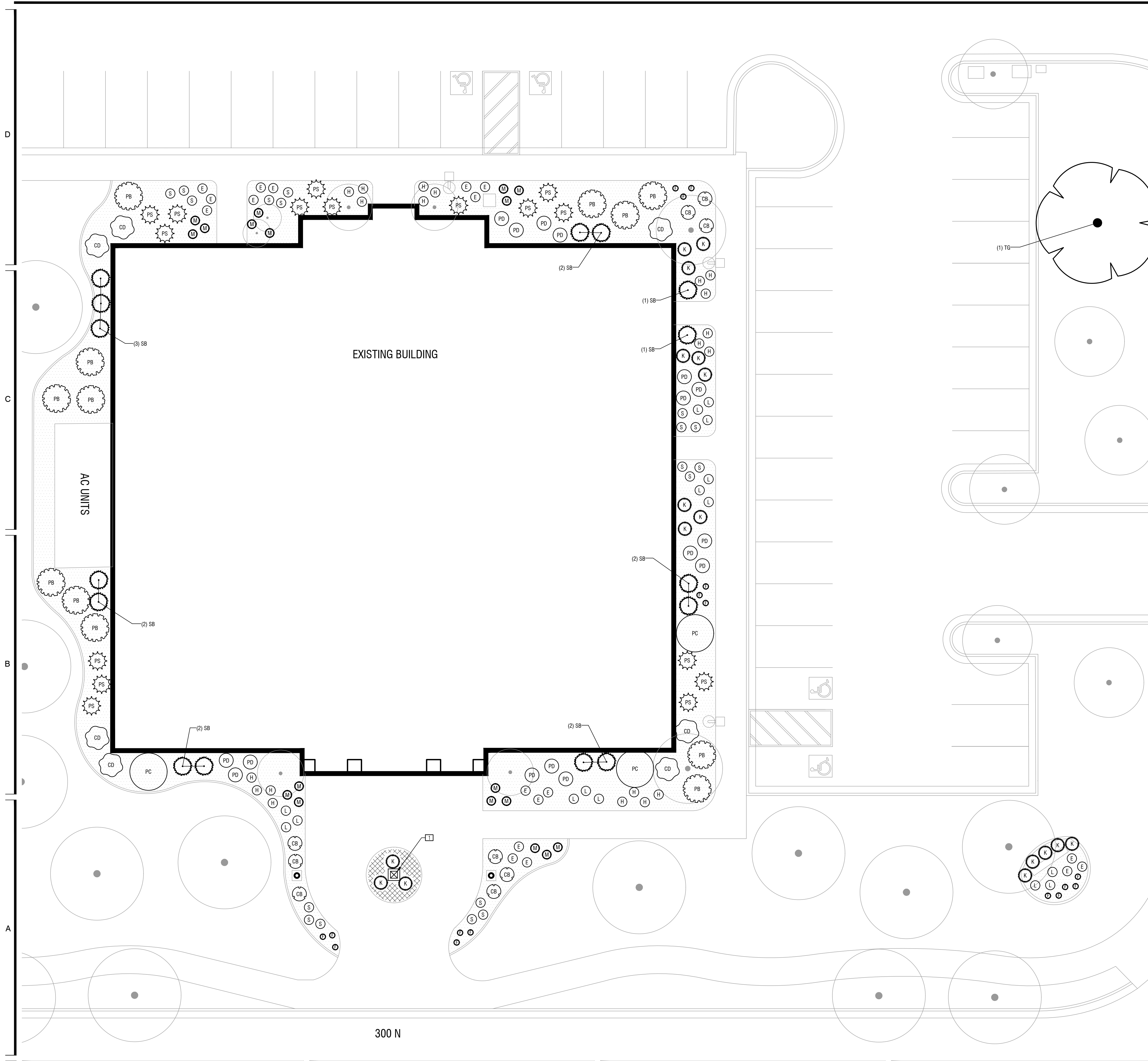
- CONTRACTOR TO VERIFY ALL CONDITIONS PERTAINING TO THIS PLAN AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES LINES PRIOR TO PLANTING AND SHALL REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL REPAIR ALL DAMAGES CAUSED BY OPERATIONS (WHICH OCCUR ON OR OFF SITE) TO THE ARCHITECT'S AND OWNER'S SATISFACTION.
- ALL QUANTITIES SHOWN ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. IN THE CASE OF ANY DISCREPANCIES, PLANS SHALL OVERRIDE THE LANDSCAPE AND BID SCHEDULE QUANTITIES. CONTRACTOR SHALL VERIFY QUANTITIES SHOWN ON THE PLANS AND BASE THEIR BID ACCORDINGLY. DO NOT MAKE UNAPPROVED SUBSTITUTIONS. IF SPECIFIED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY FROM AT LEAST FIVE SOURCES TO LANDSCAPE ARCHITECT, TOGETHER WITH PROPOSAL FOR USE OF EQUIVALENT MATERIAL FOR FINAL APPROVAL.
- LAYOUT INDIVIDUAL TREE AND PLANT LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, AND OUTLINE AREAS AND SECURE ARCHITECT'S ACCEPTANCE BEFORE START OF PLANTING WORK. MAKE MINOR ADJUSTMENTS AS MAY BE DIRECTED.
- REPAIR ALL LANDSCAPING WHERE NEW CONSTRUCTION MEETS EXISTING.
- PERFORM PERCOLATION TEST
 - SELECT FIVE (5) TYPICAL PLANTING EXCAVATIONS THROUGHOUT SITE FOR DRAINAGE TESTING.
 - FILL SELECTED EXCAVATIONS WITH WATER AND VERIFY THAT WATER DRAINS AWAY AT RATE OF 3 INCHES (75 MM) PER HOUR MINIMUM.
 - IF IT DOESN'T DRAIN, SELECT THREE (3) EXCAVATIONS APPROXIMATELY 5 FEET (1 500 MM) AWAY FROM EACH NON-DRAINING EXCAVATION AND REPEAT TESTS. CONTINUE TESTING PROCESS UNTIL NON-DRAINING AREAS HAVE BEEN IDENTIFIED.
 - WITHIN EXCAVATIONS LOCATED IN IDENTIFIED NON-DRAINING AREAS, AUGER 6 INCH (150 MM) DIAMETER HOLE 4 FEET (1 200 MM) DEEP IN LOW POINT OF EACH EXCAVATION AND FILL WITH TAMPED PLANTING MIX.
- INFORM LANDSCAPE ARCHITECT OF CONDITIONS OF POOR DRAINAGE.
- LANDSCAPE CONTRACTOR SHALL COORDINATE AND ADJUST PLANT PLACEMENT WITH SPRINKLERS. PLANTS SHALL NOT BE PLACED WITHIN 12 INCHES OF A SPRINKLER HEAD.
- SEE L-501 FOR LANDSCAPE DETAILS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT
TREES			
KEP		Existing Tree to Remain / Preserve and Protect	Existing
SB	15	Pinus leucodermis 'Satellit' / Satellit Bosnian Pine	8 & 8 6' Height
TG	1	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	8 & 8 2'
SHRUBS			
CB	9	Caryopteris x clandonensis 'Blue Mist' / Blue Mist Bluebeard	5 gal
CD	7	Cotinus x 'Londus' / Dusky Maiden Smoke Tree	5 gal
PS	16	Pinus mugo 'Sherwood Compact' / Sherwood Compact Mugo Pine	5 gal
PD	16	Potentilla fruticosa 'Gold Drop' / Gold Drop Bush Cinquefoil	5 gal
PB	12	Prunus besseyi 'P011S' / Pawnee Buttes® Sand Cherry	5 gal
PC	3	Prunus x cistena / Purple Leaf Sand Cherry	5 gal
GRASSES			
K	17	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	2 gal
F	17	Festuca cinerea 'Elijah's Blue' / Elijah's Blue Fescue	2 gal
M	18	Muhlenbergia reverchonii 'Autumn Embers' / Autumn Embers Muhly Grass	2 gal
PERENNIALS			
E	18	Echinacea x 'Pow Wow Wildberry' / Purple Coneflower	1 gal
H	20	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily	1 gal
L	15	Lavandula angustifolia 'Hidcote Blue' / English Lavender	1 gal
S	18	Salvia nemorosa 'Balyricolor' / Lyrical™ Rose Meadow Sage	1 gal

LEGEND

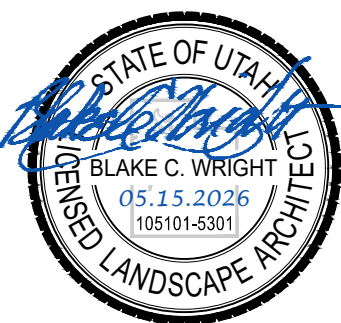
SYMBOL	DESCRIPTION	QTY
[T]	5-6" TALL STONE OBELISK (FUTURE BY OWNER)	
[B]	BROWN SHREDED BARK MULCH - 4" depth	4,841 sf
[M]	MIXED ANNUALS - to be planted each spring by owner	57 sf



CONSTRUCTION DOCUMENTS

MARK: DATE: DESCRIPTION:

PROJECT #: 825325
DRAWN BY: K. ALTHOUSE
CHECKED BY: B. WRIGHT
ISSUED: 05.15.2026



IRRIGATION NOTES

- CONTRACTOR TO VERIFY ALL CONDITIONS PERTAINING TO THIS PLAN AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING CONSTRUCTION SHALL BE ARRANGED AND CONDUCTED BY THE CONTRACTOR.
- BEFORE ANY TRENCHING, EXCAVATION OR DIGGING BELOW THE SURFACE FOR ANY REASON IS BEGUN, THE CONTRACTOR SHALL HAVE THE AREA "BLUE STAKED" IN ORDER TO DETERMINE AS CLOSE AS POSSIBLE THE LOCATIONS OF ALL UNDERGROUND UTILITIES. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
- ASSUMED AVAILABLE STATIC PRESSURE IS 65 PSI. CONTRACTOR SHALL VERIFY THE AVAILABLE STATIC PRESSURE AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
- IRRIGATION DESIGN IS DIAGRAMMATIC. PIPING, IRRIGATION VALVES AND OTHER IRRIGATION EQUIPMENT ARE OFTEN SHOWN FOR CLARITY IN AREAS ADJACENT TO LOCATIONS WHERE THEY WILL BE INSTALLED. IRRIGATION LINES AND EQUIPMENT MAY BE SHOWN ON PAVEMENT, INSIDE BUILDINGS OR CROSS PROPERTY LINES. THE CONTRACTOR SHALL PLACE ALL IRRIGATION LINES, VALVES, ETC. IN PLANTING AREAS AND ON THE PROPERTY WHEN POSSIBLE.
- PROTECT EXISTING TREES AND THEIR ROOT SYSTEMS. ROUTE IRRIGATION LINES AS NECESSARY TO MINIMIZE THE CUTTING OF TREE ROOTS.
- THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER TO PROTECT ALL SITE CONDITIONS AND UTILITIES TO REMAIN FROM DAMAGE. WHEN OCCURS, THE CONTRACTOR SHALL REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTINUED WATERING OF ALL AREAS AFFECTED BY CONSTRUCTION. THIS CAN BE COMPLETED BY HAND WATERING, THE USE OF TEMPORARY IRRIGATION SYSTEMS, OR THE CONTINUED OPERATION OF EXISTING SYSTEMS NOT DISTURBED BY CONSTRUCTION.
- ALL LINE SIZES SHOWN ARE FOR IRRIGATION PIPE. SEE SPECIFICATIONS AND DETAILS FOR SLEEVE SIZES.
- SLEEVE CONTROL WIRES IN A 2 INCH CONDUIT NEXT TO, OR UNDER, IRRIGATION MAINLINE AS SHOWN IN DETAILS. CONTROL WIRES NOT SLEEVED SHALL FOLLOW MAINLINE AND BE BUNDLED EVERY 10 FEET.
- INSTALL MANUAL DRAINS AT ALL LOW POINTS ON THE MAINLINE.
- ADJUST ALL RADII ON SPRINKLERS TO NOT SPRAY ONTO BUILDINGS, WALLS, WALKS, SIGNS, OR FENCES.
- LANDSCAPE CONTRACTOR TO COORDINATE PLANT PLACEMENT WITH SPRINKLERS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING PROPER COVERAGE OF ALL IRRIGATED AREAS.
- REBUILD, RECONFIGURE AND ADJUST THE IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN TURF AREAS. THE INSTALLED SYSTEM SHALL NOT SPRAY ONTO BUILDINGS, WALLS, WALKS, SIGNS, OR FENCES.
- INSTALL NEW IRRIGATION MATERIAL SIMILAR TO THE EXISTING IRRIGATION MATERIALS USED ON SITE. MATCH HEADS, REMOTE VALVES, QUICK COUPLERS, ETC. AS NECESSARY TO MAKE SYSTEM OPERATIONAL.
- THE IRRIGATION PIPING SHALL BE SIZED TO HAVE WATER SPEEDS UNDER FIVE FEET PER SECOND. NEW PIPING SHALL NOT CAUSE WATER SPEEDS IN THE EXISTING PIPE SYSTEM TO EXCEED FIVE FEET PER SECOND. PIPING SHALL BE PLACED SO THAT THERE IS 12 INCHES OF COVER ON LATERAL LINES AND 18 INCHES OF COVER ON MAINLINES AND ROTOR CIRCUIT LATERAL LINES.
- IRRIGATION SLEEVES SHALL BE PLACED UNDER PAVEMENT. SLEEVE SIZE SHALL BE TWO TIMES THE SIZE OF THE PIPE TO BE SLEEVED. IRRIGATION WIRES SHALL BE IN SEPARATE SLEEVE FROM WATER LINES. WIRE SLEEVES SHALL BE TWO TIMES THE SIZE OF THE WIRE BUNDLE WITH A MINIMUM SIZE OF TWO INCH. CONTROL WIRES NOT SLEEVED SHALL FOLLOW THE MAINLINE AND BE BUNDLED EVERY 10 FEET AS SHOWN IN DETAILS. USE EXISTING SLEEVES WHERE POSSIBLE.
- RECONNECT THE IRRIGATION CONTROL WIRES AS REQUIRED TO CREATE AN OPERATIONAL SYSTEM. PUT ALL WIRE SPLICES IN SPLICE BOXES OR IN REMOTE CONTROL BOXES.
- SEE L-500 SERIES FOR IRRIGATION DETAILS.

IRRIGATION SCHEDULE

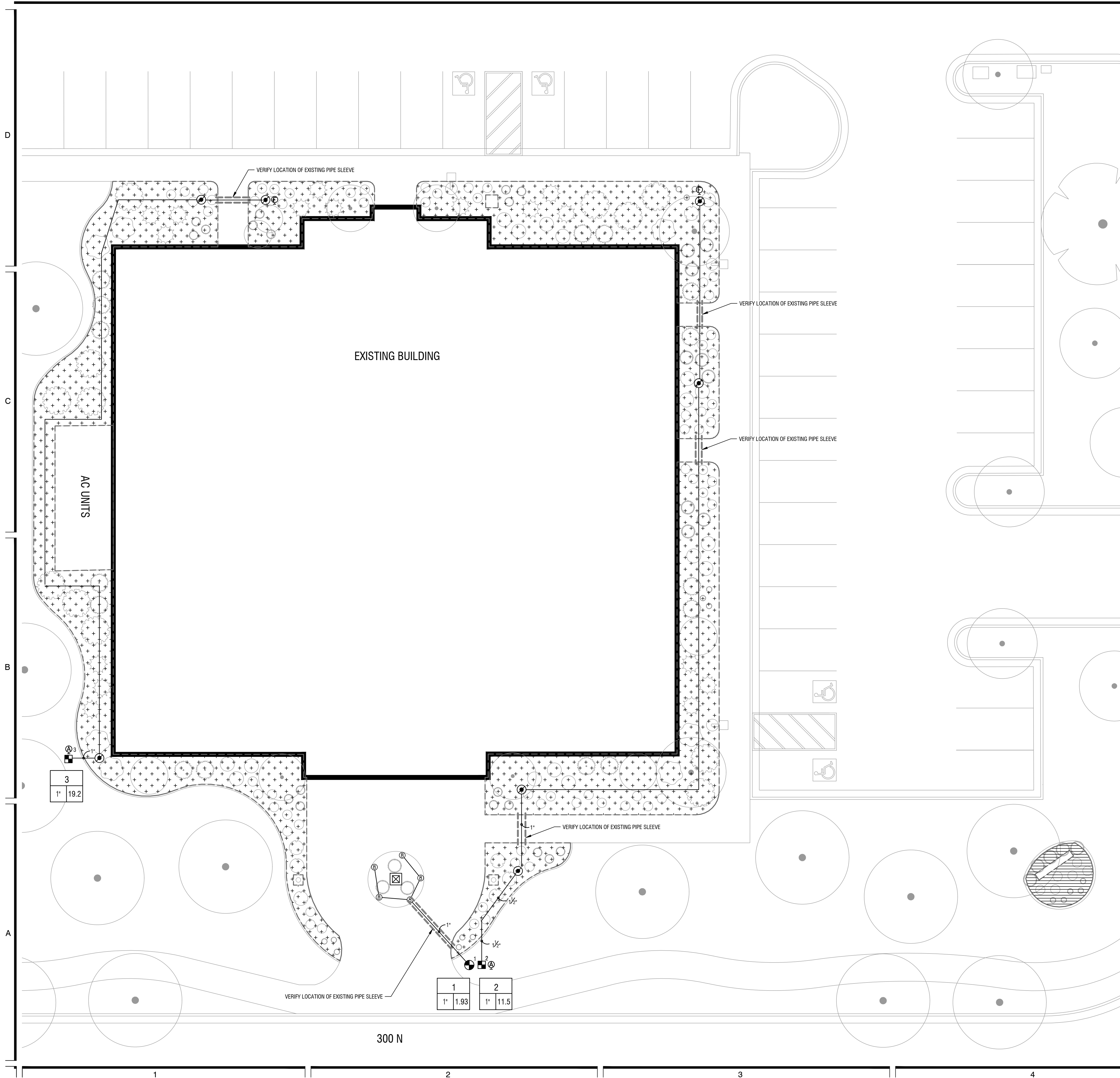
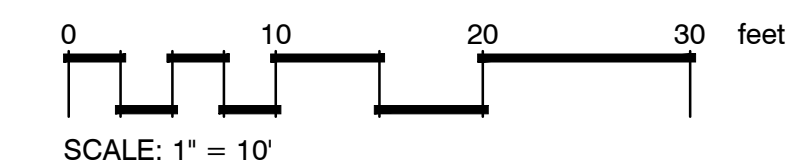
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
⑧	Rain Bird 1812-U HE-VAN Series	5	30
⑩	Shrub Spray, 12in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. Isolate circular planter to its own zone.		
⑫	Rain Bird XC2-100-PRF	2	
⑬	Medium Flow Drip Control Kit, 1in. DV valve, 1in. pressure regulating filter, 40psi pressure regulator. 5 GPM-20 GPM.		
⑭	Replace existing spray valve in box with this drip valve.		
⑮	Pipe Transition Point in Drip Box	7	
⑯	Pipe transition point from PVC lateral to drip tubing with riser in 6in. drip box.		
⑰	Rain Bird MDCFCAP	2	
⑱	Dripline Flush Valve cap in compression fitting coupler.		
⑲	Rain Bird ARV050	2	
Ⓜ	1/2in. Air Relief Valve, made of quality rust-proof materials, with a 6in. drip valve box (SEB 7XB emitter box). Use with installation below soil. The valve will allow air to escape the pipeline, thus preventing water hammer or blockage.		
▨	Existing Spray Heads	133.2 sf	
▨	Preserve and Protect		
▨	Area to Receive Drip Emitters	4,594 sf	
▨	Rain Bird XB-PC		
▨	Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0SPC 0.5 GPH=blue, 10PC 1.0 GPH=black, and 20PC 2.0 GPH=red. Comes with a self-piercing barb inlet x barb outlet.		
▨	Emitter Notes:	78	
▨	0SPC emitters (2 assigned to each 2 gal plant)		
▨	0SPC emitters (2 assigned to each 1 gal plant)	130	
▨	10PC emitters (2 assigned to each 5 gal plant)	126	
▨	20PC emitters (6 assigned to each Existing plant)	432	
▨	20PC emitters (6 assigned to each B & B plant)	90	
●	Rain Bird PEB	1	
●	1in., 1-1/2in., 2in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.		
—	Irrigation Lateral Line: PVC Schedule 40	430.9 lf	
---	Pipe Sleeve: PVC Schedule 40	39.5 lf	
⊕	Valve Callout		
⊕	Valve Number		
⊕	Valve Flow		
⊕	Valve Size		

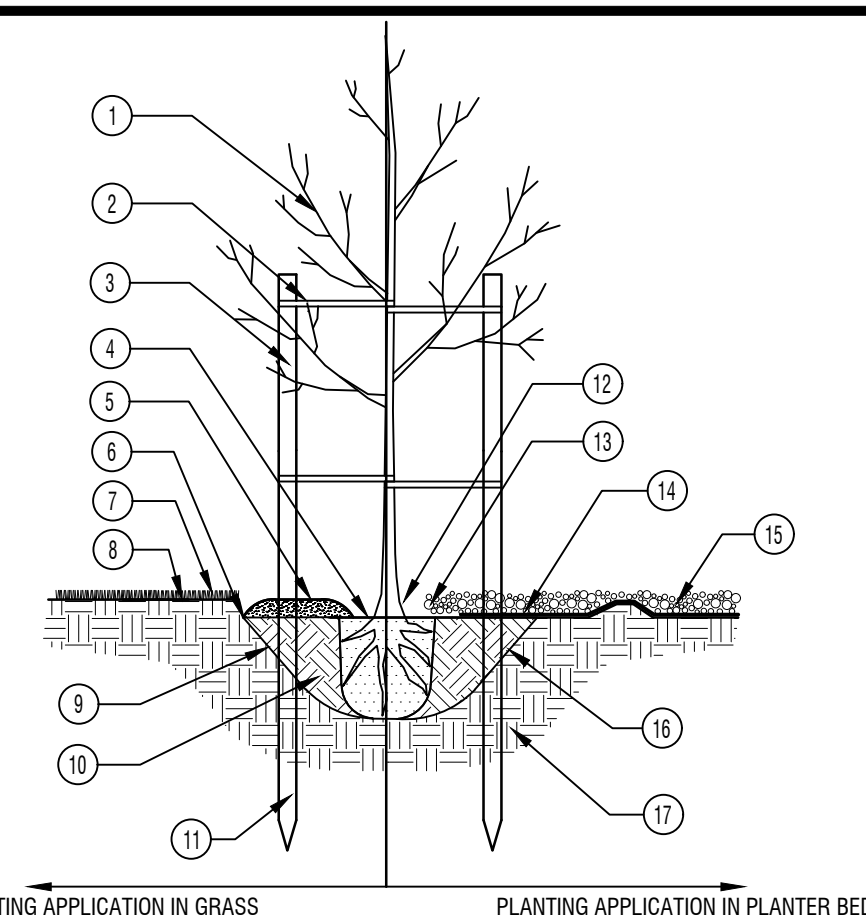
VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PRECIP
1	Rain Bird PEB	1"	Shrub Spray	1.93	31.4	1.74 in/in
2	Rain Bird XC2-100-PRF	1"	Area for Drip Emitters	11.49	24.3	1.03 in/in
3	Rain Bird XC2-100-PRF	1"	Area for Drip Emitters	19.18	33.0	0.87 in/in



NORTH

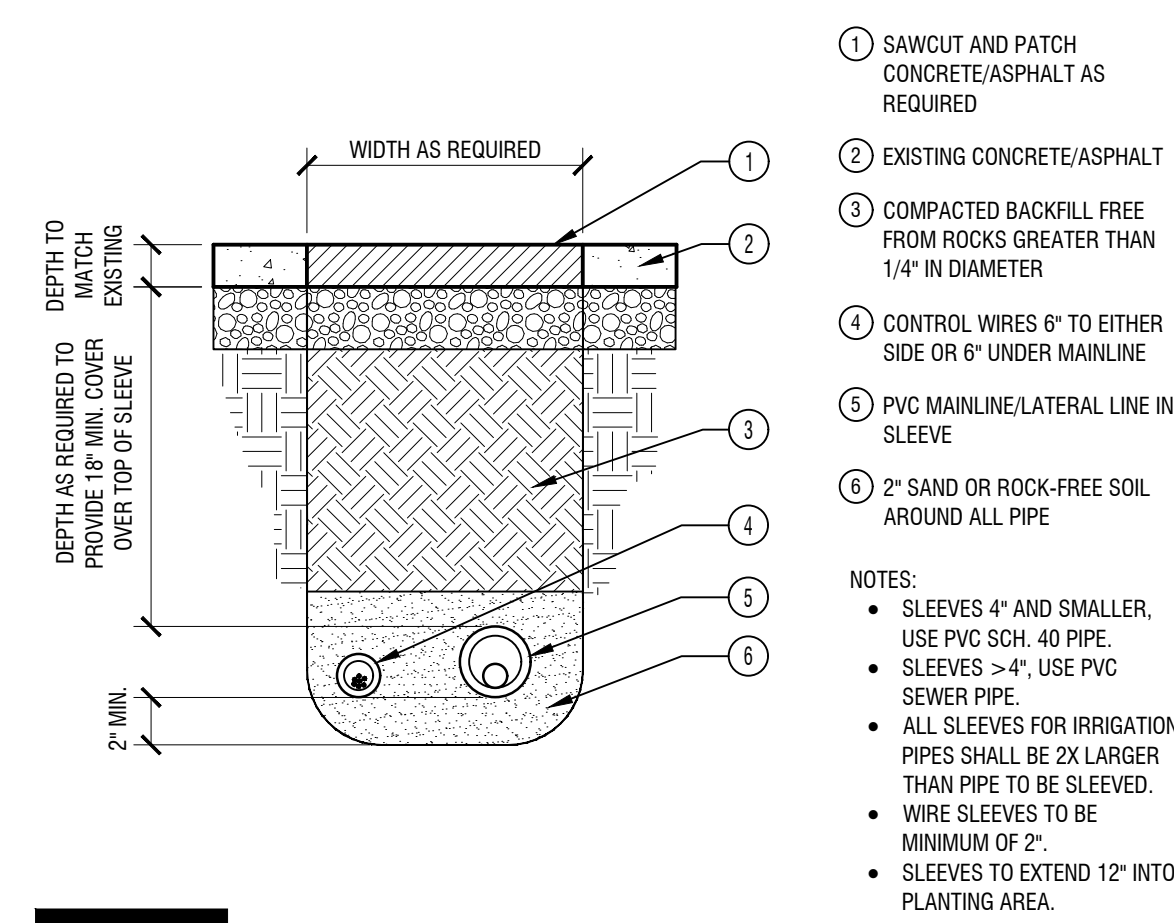




- 1 TREE (SEE PLANT SCHEDULE)
 - 2 "CHAIN LOCK" OR EQUAL TREE TIE MATERIAL (1" WIDTH), NAIL OR STAPLE TREE TIE MATERIAL TO STAKE TO HOLD VERTICALLY. LOOSELY LOOP EACH TIE AROUND HALF OF TREE TO PROVIDE 1" SLACK FOR TRUNK GROWTH
 - 3 SUPPORT TREE WITH (2) 2" DIA. TREATED LODGEPOLE PINE DOWELED TREE STAKES (8'-0" LENGTH)
 - 4 AFTER PLACING TREE IN HOLE, REMOVE WIRE AND BURLAP FROM THE UPPER HALF OF THE ROOT BALL (MORE IF THE ROOT BALL IS STABLE)
 - 5 3" DEEP SOIL PEP IN 4" DIA. TREE RING
 - 6 TRENCH EDGING - SEE DETAIL THIS SHEET
 - 7 GRASS
 - 8 FINISH GRADE
 - 9 PLANT PIT SHALL BE THREE TIMES LARGER THAN ROOT BALL. SLOPE EDGES AT 45° AND SCARIFY SIDE BEFORE PLANTING
 - 10 BACKFILL PLANTING PIT WITH NATIVE SOIL OR 1/2 NATIVE SOIL AND 1/2 SPECIFIED BACKFILL MIX
 - 11 DRIVE STAKES 6" TO 1'-0" INTO UNDISTURBED SOIL BEFORE BACKFILLING
 - 12 KEEP MULCH 3" AWAY FROM TREE TRUNK
 - 13 PLACE 1'-2" DEPTH OF MULCH OVER ROOT BALL
 - 14 PLACE LANDSCAPE FABRIC UNDER MULCH WITH 12" CLEAR CIRCLE AROUND TREE TRUNK
 - 15 ROCK OR SHREDDED BACK MULCH. SEE PLANS
 - 16 EXCAVATE PLANTING PIT SO THAT THE ROOT FLARE SHALL BE 1'-2" ABOVE FINAL GRADE OR 10% OF ROOT BALL
 - 17 UNDISTURBED SUBGRADE
- NOTES:
1. TREES ARE PLACED IN EITHER GRASS AREA OR PLANTER BED. SEE PLANS FOR LOCATION.
2. INSTALLATION INCLUDES STAKE REMOVAL ONE YEAR AFTER INSTALLATION.

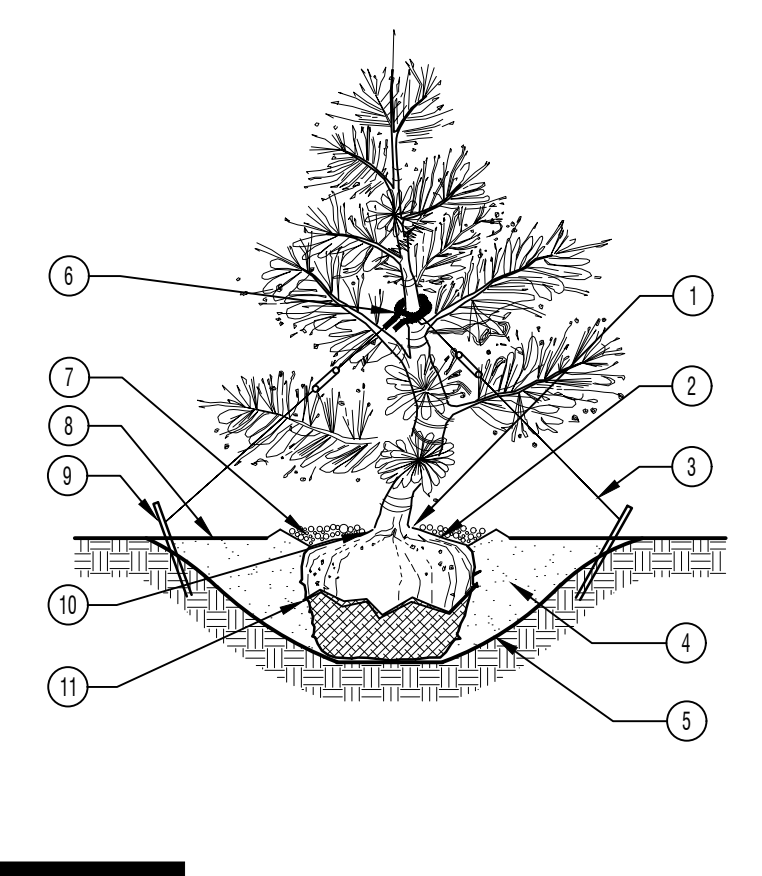
D4 TREE PLANTING

3/8" = 1'-0"



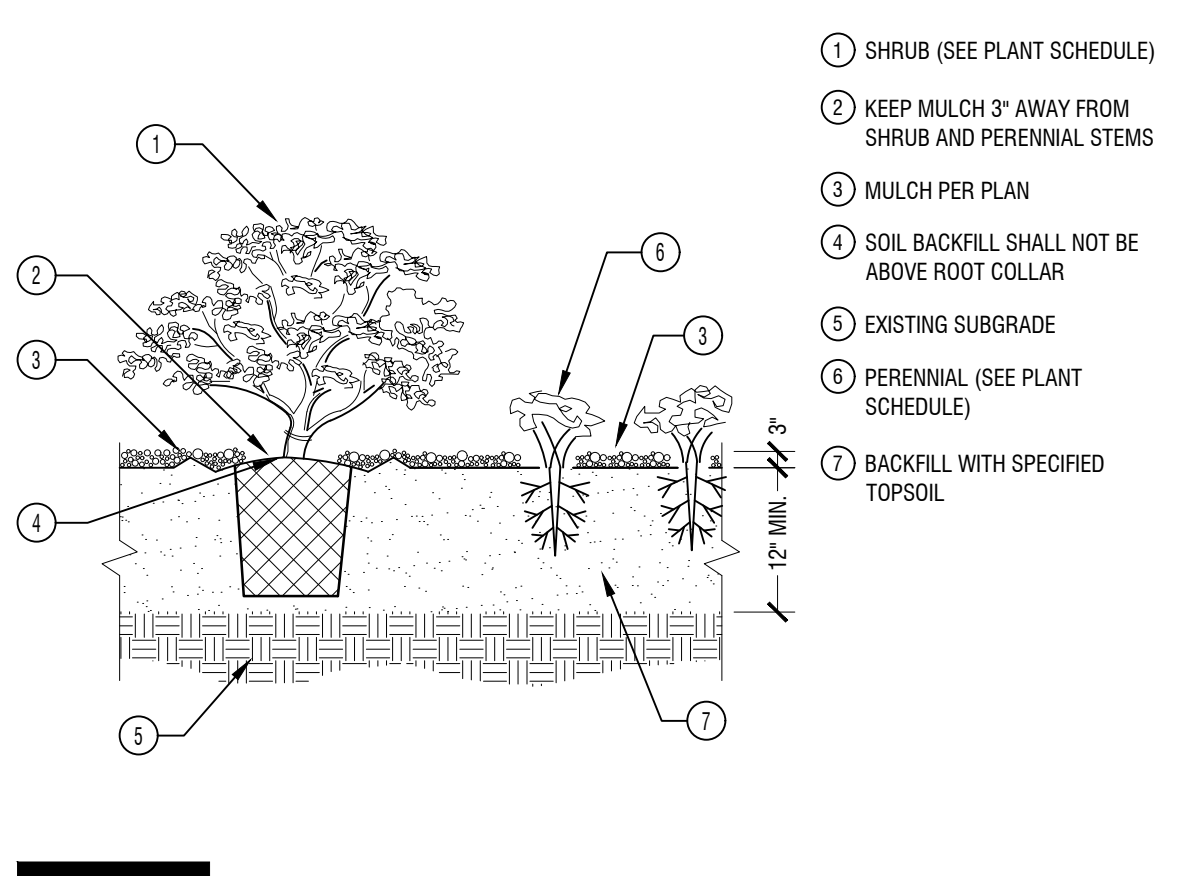
C3 PAVEMENT SLEEVE SECTION

1 1/2" = 1'-0" P-6-WEST-10



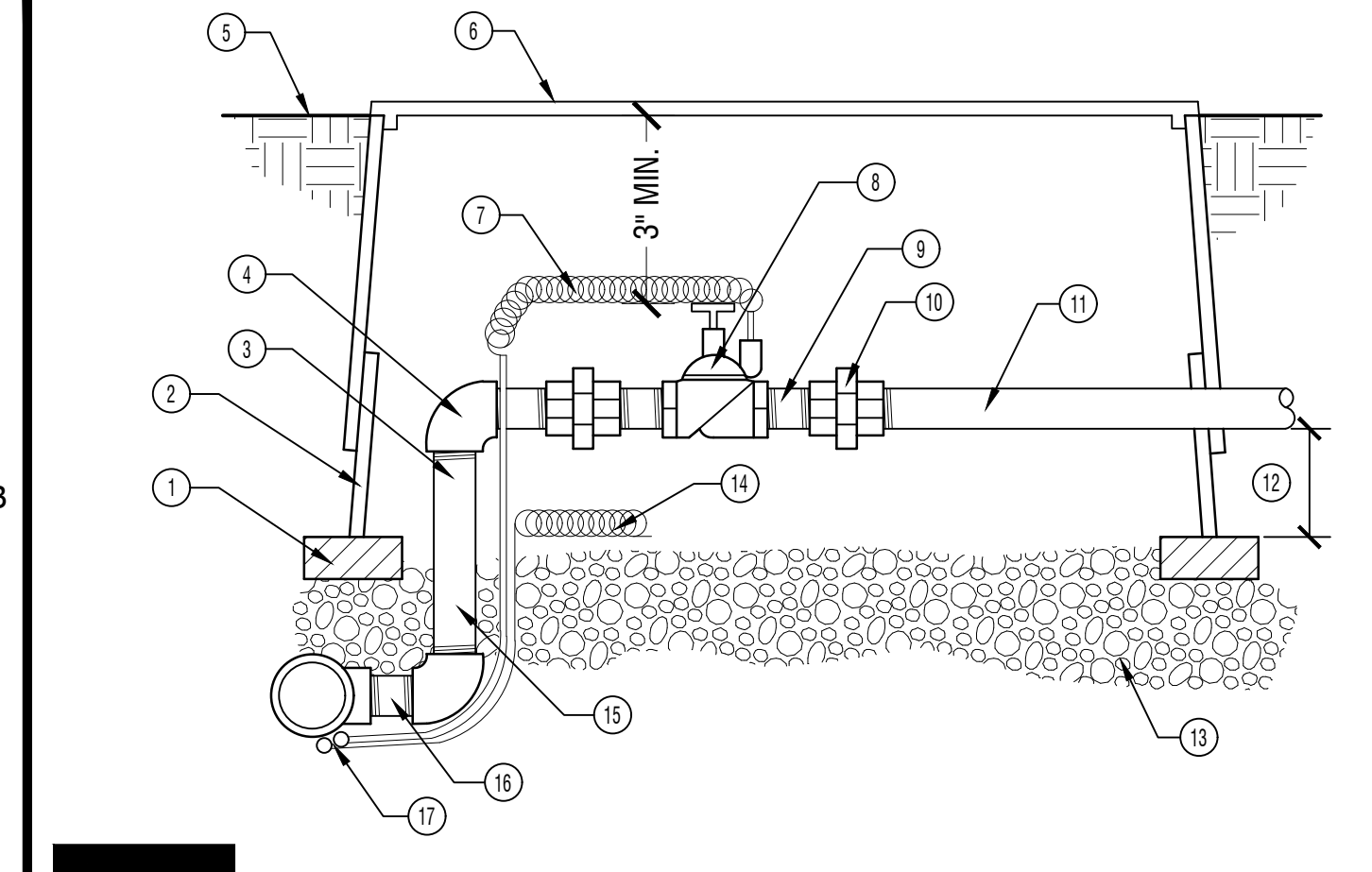
C4 CONIFER PLANTING

3/8" = 1'-0"



C5 SHRUB AND PERENNIAL PLANTING

3/4" = 1'-0"



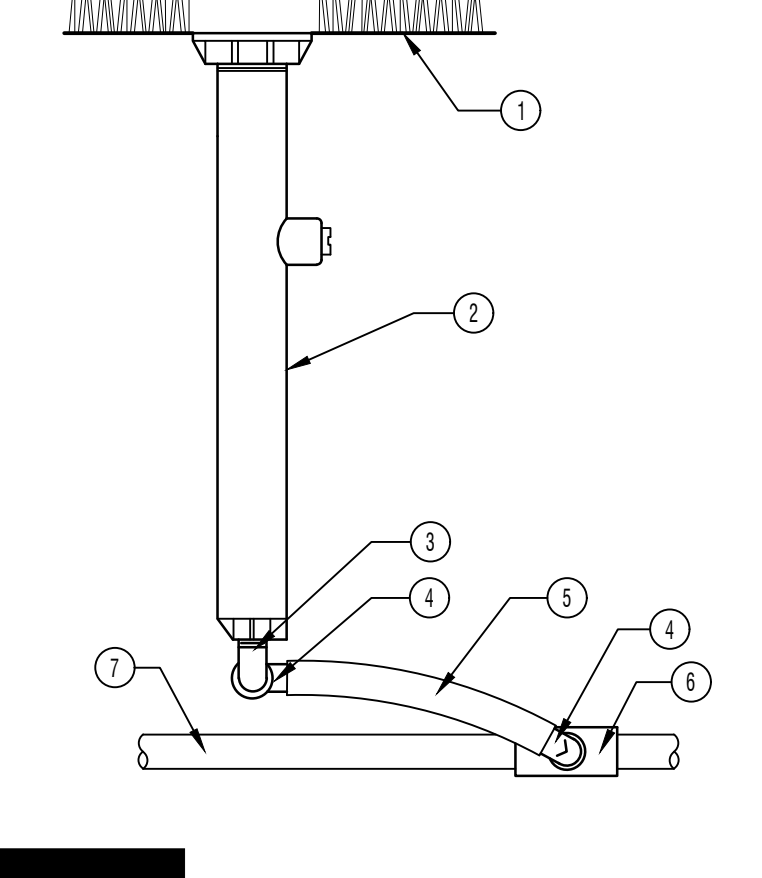
B1 REMOTE CONTROL VALVE

1 1/2" = 1'-0"

- 1 PAVING BRICK (TYP.)
- 2 VALVE BOX EXTENSION AS REQUIRED
- 3 SCH. 80 PVC SS T.O.E. NIPPLE (TYP.)
- 4 SCH. 80 TT90 (TYP.)
- 5 FINISH GRADE
- 6 RECTANGULAR HEAVY DUTY PLASTIC VALVE BOX
- 7 24" COILED WIRE
- 8 REMOTE CONTROL VALVE
- 9 SCH. 80 PVC THREADED NIPPLE
- 10 SCH. 80 PVC UNION
- 11 SCH. 40 PVC LATERAL LINE (12" DEEP MIN.)
- 12 4" CLEARANCE BETWEEN GRAVEL AND VALVE
- 13 6" DEEP PEA GRAVEL SUMP (TYP.)
- 14 24" COILED EXTRA WIRE (DIFFERENT COLOR) INSTALL COIL IN EACH VALVE BOX
- 15 SCH. 40 PVC MAINLINE (18" DEEP MIN.)
- 16 2" SCH. 80 NIPPLE
- 17 TAPE WIRE TO SIDE OF MAINLINE AT 10'-0" O.C.

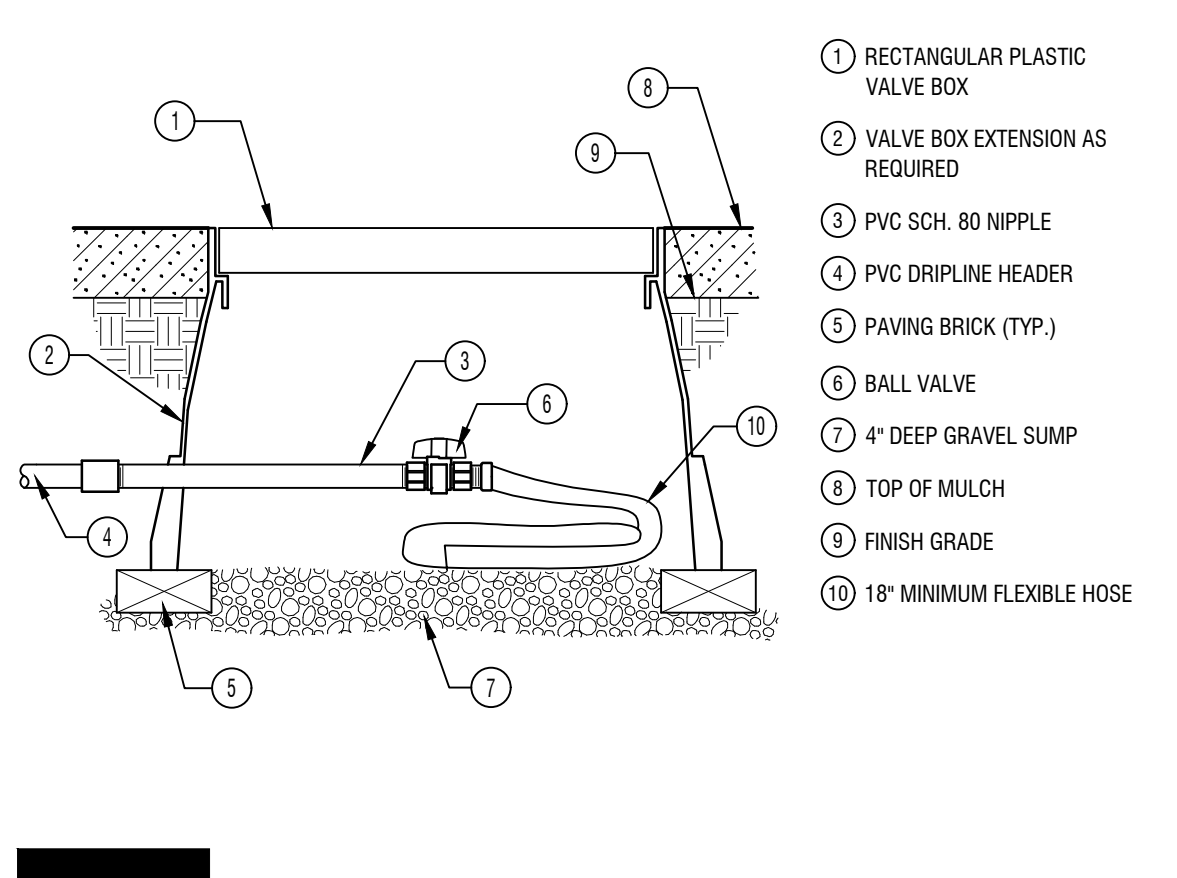
B3 TRENCH SECTION

1 1/2" = 1'-0"



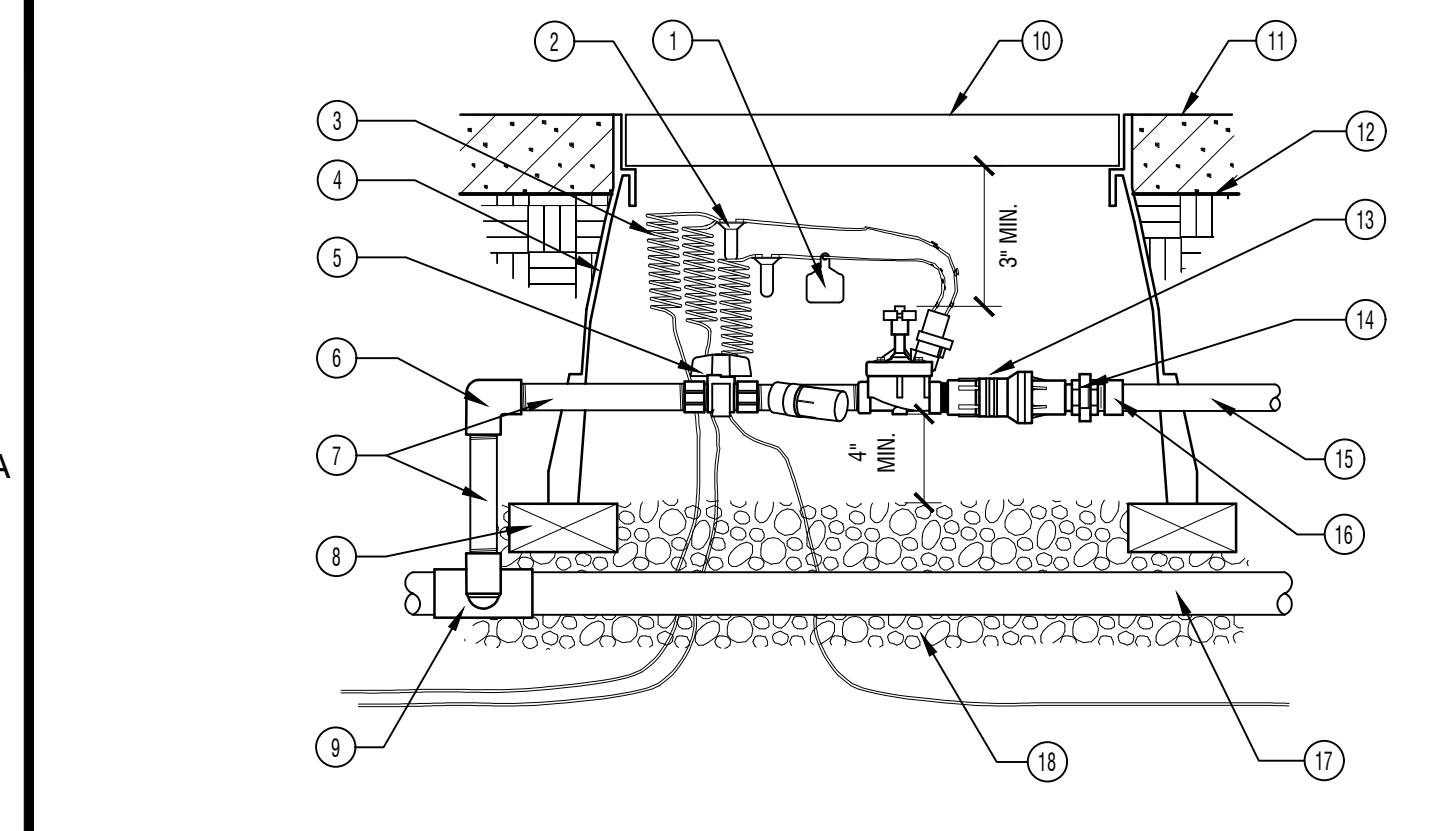
B4 12 IN. POP-UP SPRAY HEAD

3" = 1'-0"



B5 DRIPLINE FLUSHING VALVE

1" = 1'-0"



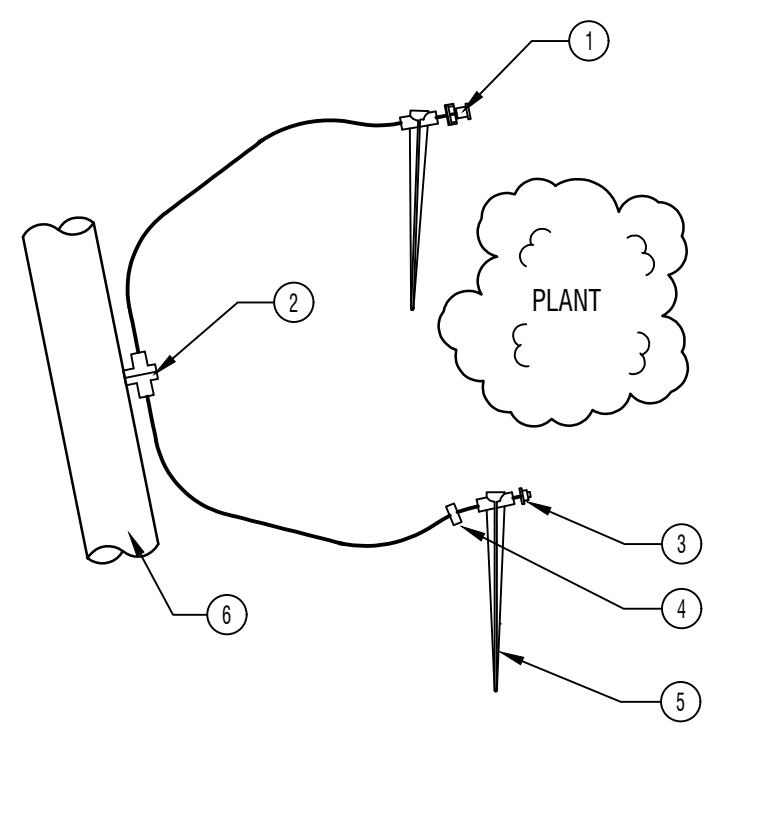
A1 DRIP REMOTE CONTROL VALVE

1 1/2" = 1'-0"

- 1 VALVE ID TAG
- 2 WATER PROOF CONNECTORS
- 3 24" COILED WIRE (TYP.)
- 4 VALVE BOX EXTENSION AS REQUIRED
- 5 BALL VALVE
- 6 SCH. 80 PVC ELL
- 7 SCH. 80 PVC NIPPLE (LENGTH AS REQUIRED)
- 8 PAVING BRICK (TYP.)
- 9 SCH. 40 PVC TEE OR ELL AND SCH. 80 PVC NIPPLE (2" LENGTH, HIDDEN)
- 10 RECTANGULAR HEAVY DUTY PLASTIC VALVE BOX
- 11 TOP OF MULCH
- 12 FINISH GRADE
- 13 DRIP IRRIGATION ZONE ASSEMBLY
- 14 SCH. 80 PVC NIPPLE AND UNION
- 15 PVC LATERAL
- 16 SCH. 40 PVC MALE ADAPTER
- 17 MAINLINE
- 18 6" DEEP GRAVEL SUMP

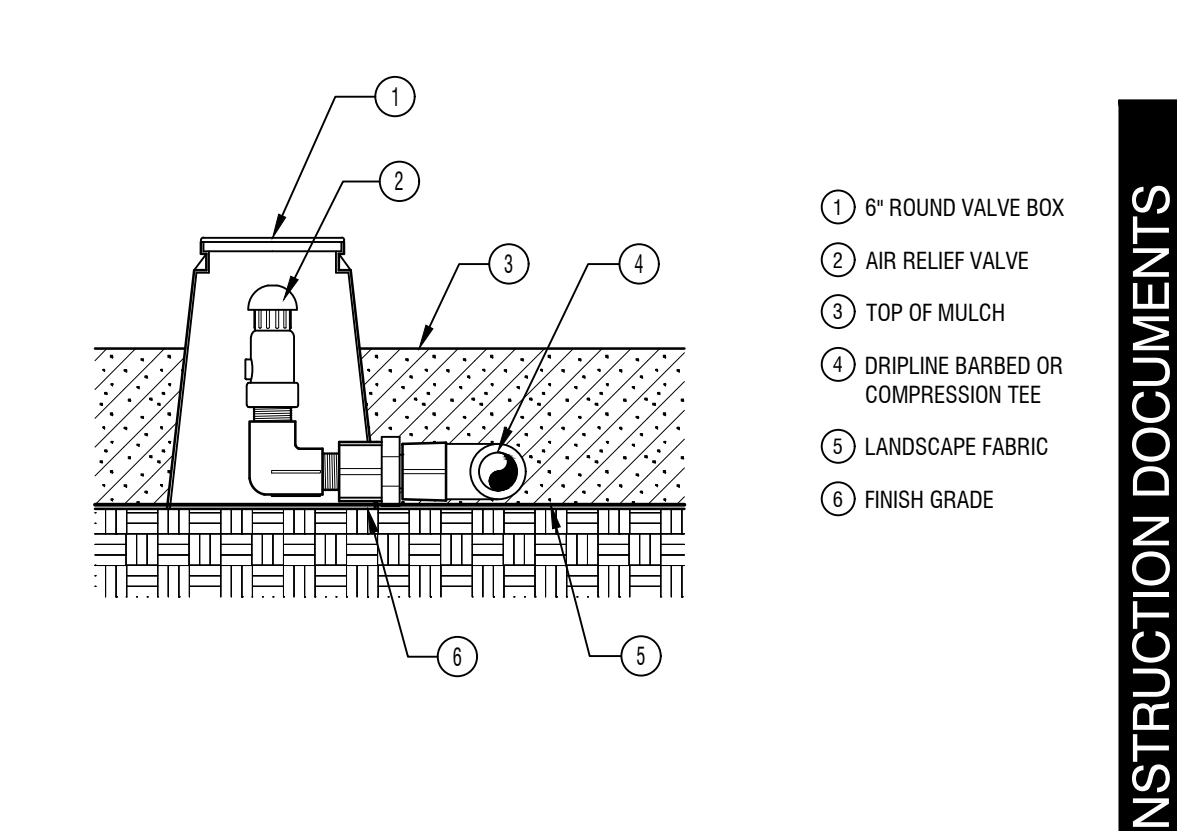
A3 DRIPLINE CONNECTION IN BOX

1 1/2" = 1'-0"



A4 DRIP EMITTERS AROUND PLANT

6" = 1'-0"



A5 DRIPLINE AIR RELEASE VALVE

1 1/2" = 1'-0"



West Point - City Hall Landscape Upgrades

Schematic Construction Cost Estimate

May 15, 2026

ITEM	QTY	UNIT	UNIT PRICE	TOTAL COST
Site Development				
General				
Mobilization / Start Up	1	LS	\$2,000.00	\$2,000.00
Landscape Planter Bed (shredded bark mulch)	4,841	SF	\$1.00	\$4,841.00
Site Development Total				\$6,841.00
Landscaping				
Trees - large shade tree	1	EA	\$420.00	\$420.00
Trees - small columnar	15	EA	\$200.00	\$3,000.00
Shrubs - 5 gal	63	EA	\$45.00	\$2,835.00
Ornamental Grasses - 1 gal	52	EA	\$24.00	\$1,248.00
Perennials - 1 gal	71	EA	\$20.00	\$1,420.00
Annuals - yearly expense	57	SF	\$5.00	\$285.00
Sod - patch & repair	40	SF	\$4.00	\$160.00
Irrigation Spray	75	SF	\$3.00	\$225.00
Irrigation Drip	4,500	SF	\$2.00	\$9,000.00
Landscaping Subtotal				\$18,593.00
Subtotal				
				\$25,434.00
Contractor OH&P, General Conditions 12%				\$3,052.08
Contractor Bond 1.2%				\$305.21
Unforeseen Conditions, Contingency 10%				\$2,543.40
Total Construction Cost				\$31,334.69

CITY COUNCIL STAFF REPORT

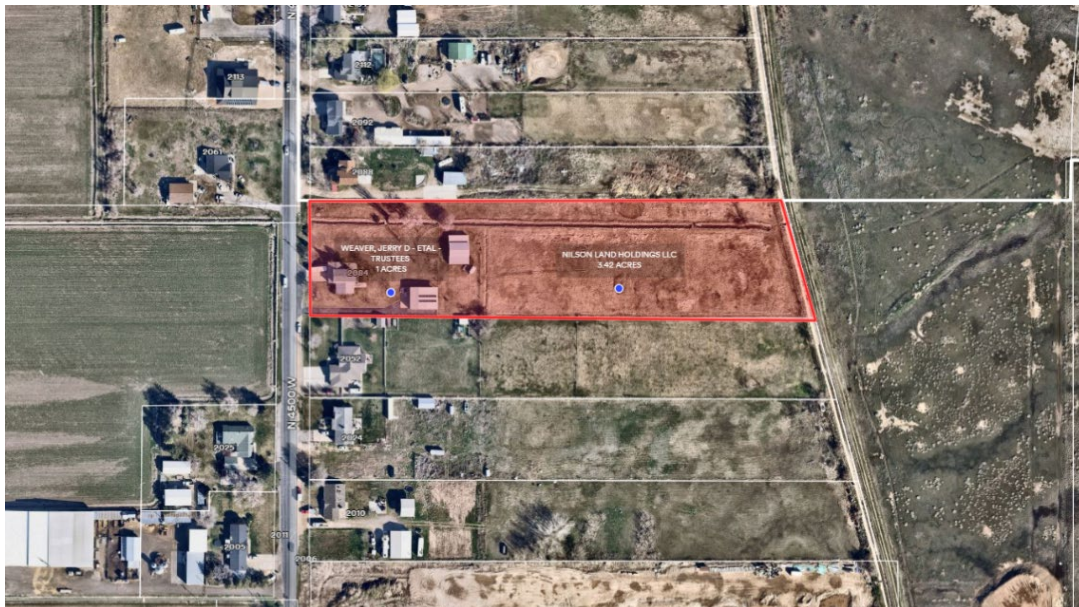


Subject: Development Agreement & Rezone
2084 N 4500 W (Nilson Land Development)
Author: Bryn MacDonald
Department: Community Development
Date: June 2, 2026

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 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

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

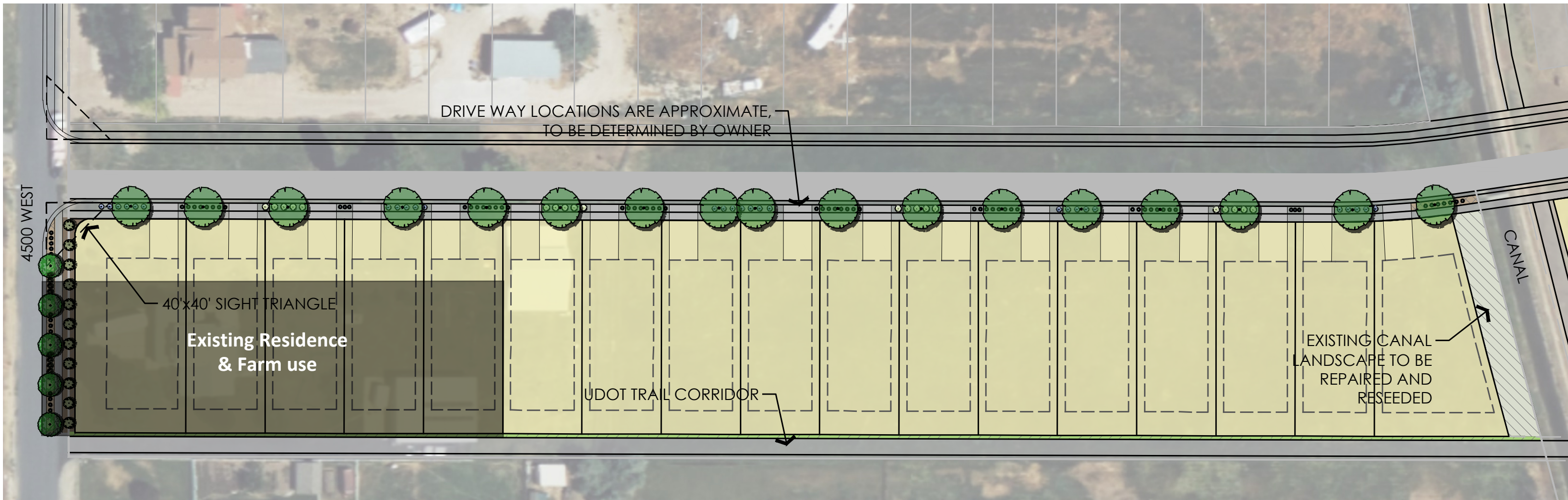
Site Plan

Landscape Plan

Resolution

Draft Development Agreement

Ordinance



PLANTS

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
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TREES



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

RESOLUTION NO. 06-02-2026A

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND NILSON LAND HOLDINGS LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT APPROXIMATELY 2084 N 4500 W

WHEREAS, Nilson Land Holdings LLC owns the real property located at approximately 2084 N 4500 W and identified as Davis County parcel identification numbers: 14-165-0005 and 14-165-0006; 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 2nd day of June, 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
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:

, Mayor

ATTEST:

, 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

ORDINANCE NO. 06-02-2026A

**AN ORDINANCE REZONING PROPERTY LOCATED AT
APPROXIMATELY 2084 N 4500 W FROM A-40 to R-4**

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.

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 2nd day of June, 2026.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Parcels:

14-165-0005

14-165-0006

CONTAINS 4.42 acres

CITY COUNCIL STAFF REPORT



Subject: Development Agreement & Rezone
5750 W 2425 N (Parker Family)

Author: Bryn MacDonald

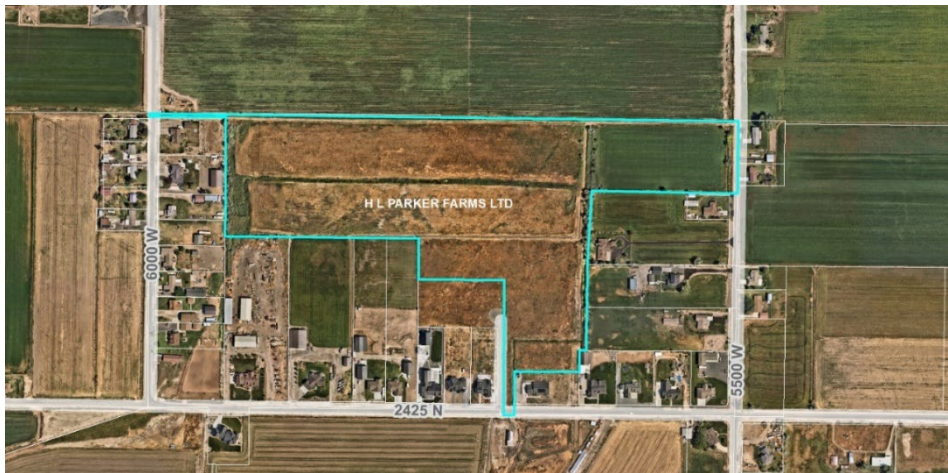
Department: Community Development

Date: June 2, 2026

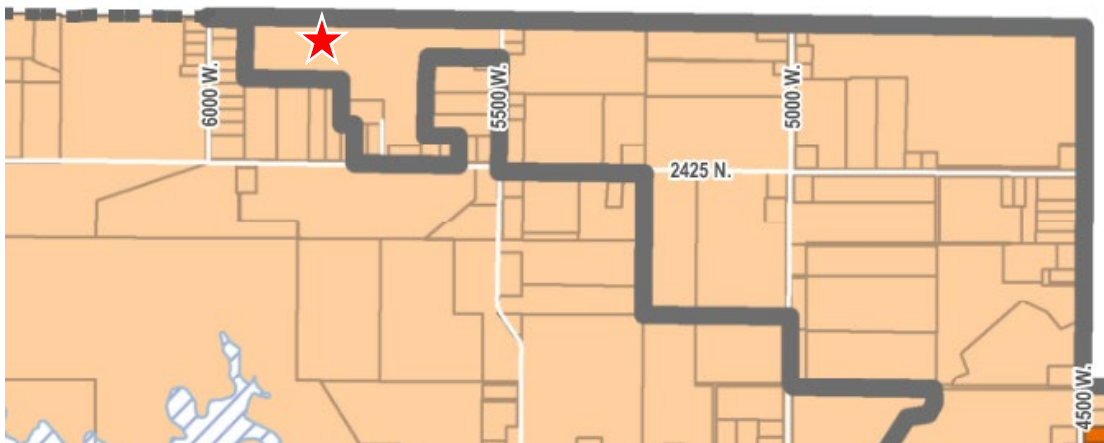
Background

Beverly Parker Bailey, representing H.L Parker 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.

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 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.



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, or modification. The Planning Commission held public hearings on January 9 and January 23, 2025. During both hearings, numerous public comments were received, primarily expressing opposition to the proposal. Some of the key concerns raised included increased traffic, lack of infrastructure, and loss of agricultural character. During their meeting on February 13, 2025, the Planning Commission recommended denial of the rezone. The PC made the following comments in their motion (*from the PC minutes for February 13, 2025*):

Commissioner Farnsworth moved to deny the rezone from A-5 to R-1 for the property located at approximately 5750 W 2425 N, Beverly Parker, applicant, citing concerns regarding density in the area, the lack of agricultural safety considerations related to roads and animals, the need to maintain property rights of surrounding owners, and ensuring infrastructure is in place before expansion. Commissioner Taylor seconded the motion.

Commissioner Turner moved to amend the motion to include an additional reason for denial: that the Planning Commission was open to considering alternative options if the applicant was willing to propose a different density, but the applicant declined.

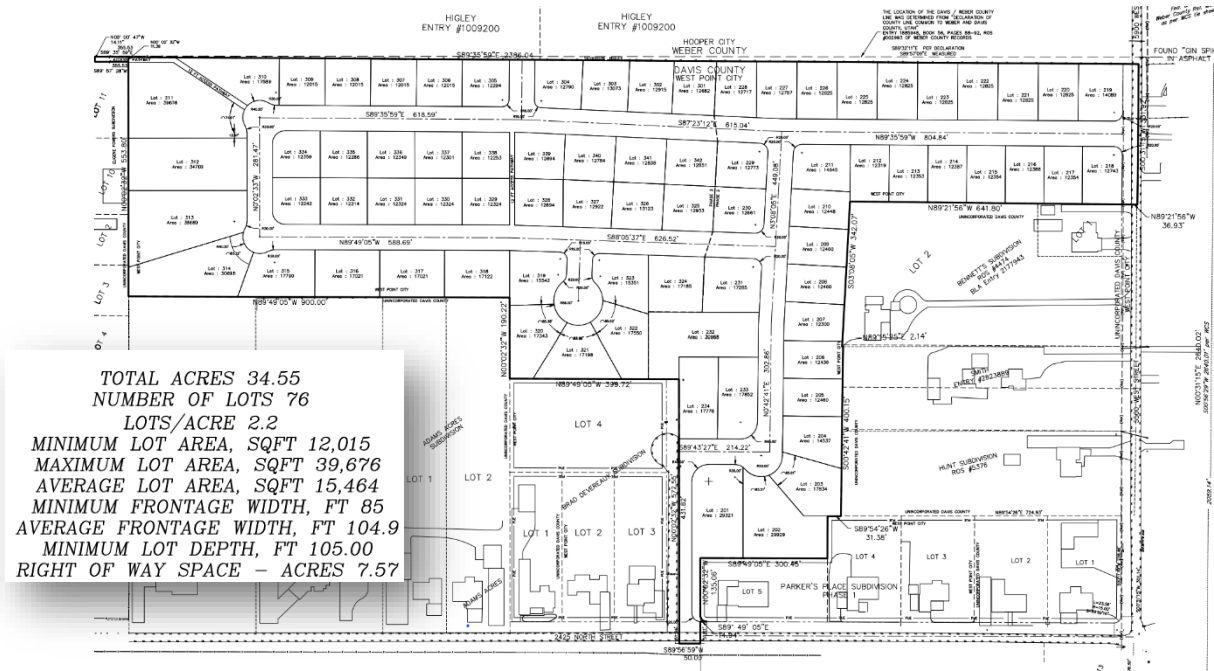
The City Council held a public hearing on May 19, 2026. There were several comments received during the hearing regarding density, lack of water, and infrastructure. The Council can now decide to approve, deny, or modify the request.

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 application 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

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. The infrastructure improvements are outlined in the studies and will receive further engineering review as part of the subdivision preliminary plat process.

Development Agreement

A development agreement has also been prepared as part of the rezone. It lays out the required infrastructure improvements and funding sources. The applicant is required to pay for 100 percent of the necessary infrastructure, unless funding can be obtained from Davis County or reimbursed with impact fees. 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.

During the Council meeting on May 19, 2026, there were questions raised about the improvements required on the existing ditch on 6000 West. The development agreement has been revised to clarify that this ditch will be cleaned and upgraded to provide sufficient capacity to meet the flow demands stated in the storm water master plan. It also adds that a new ditch shall be constructed adjacent to the existing

ditch to supply irrigation water. The improvement costs have been increased to reflect this additional ditch.

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. The City Council must now determine if the rezone request complies with the general plan in place at the time of application and can approve, deny, or modify the request.

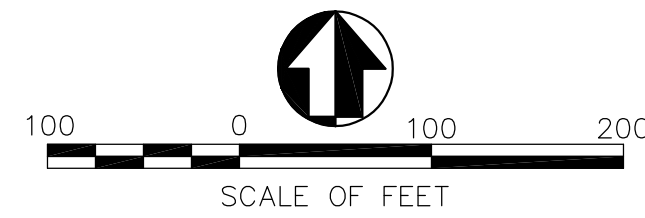
Attachments

Concept Plan

Resolution

Draft Development Agreement

Ordinance



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

TWIN PEAKS
 Engineering & Land Surveying
 2264 NORTH 1450 EAST LEHI, UTAH 84043
 (801) 450-3511

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

RESOLUTION NO. 06-02-2026B

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. Parker 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 2nd day of June, 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 Point, Utah 84015.

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

1.3 “Master Developer” shall mean 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, to provide sufficient capacity to meet the flow demands stated in the storm water master plan, along the west side of 6000 West Street from approximately 2532 North to 2425 North Street and the construction of a new ditch adjacent to the existing ditch to accommodate the irrigation supply water;

- 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 Four Hundred Twenty-one Thousand One Hundred Forty-five Dollars (\$1,421,145.00)**. 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 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 meet one of the following two options:
 - a. A minimum of 40 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides extending to the rear of the home three feet from the front corner and the remainder to be fiber cement board or stucco.
 - b. All front and side exterior walls, including corner lots, shall be constructed of 100 percent brick, rock, stone or engineered siding (includes fiber cement boards such as Hardie) as a stand-alone product or in combination with other materials previously mentioned. Specific to the front face of the house, homes with 100 percent engineered siding, must use a different pattern on the gables.
- 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

**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

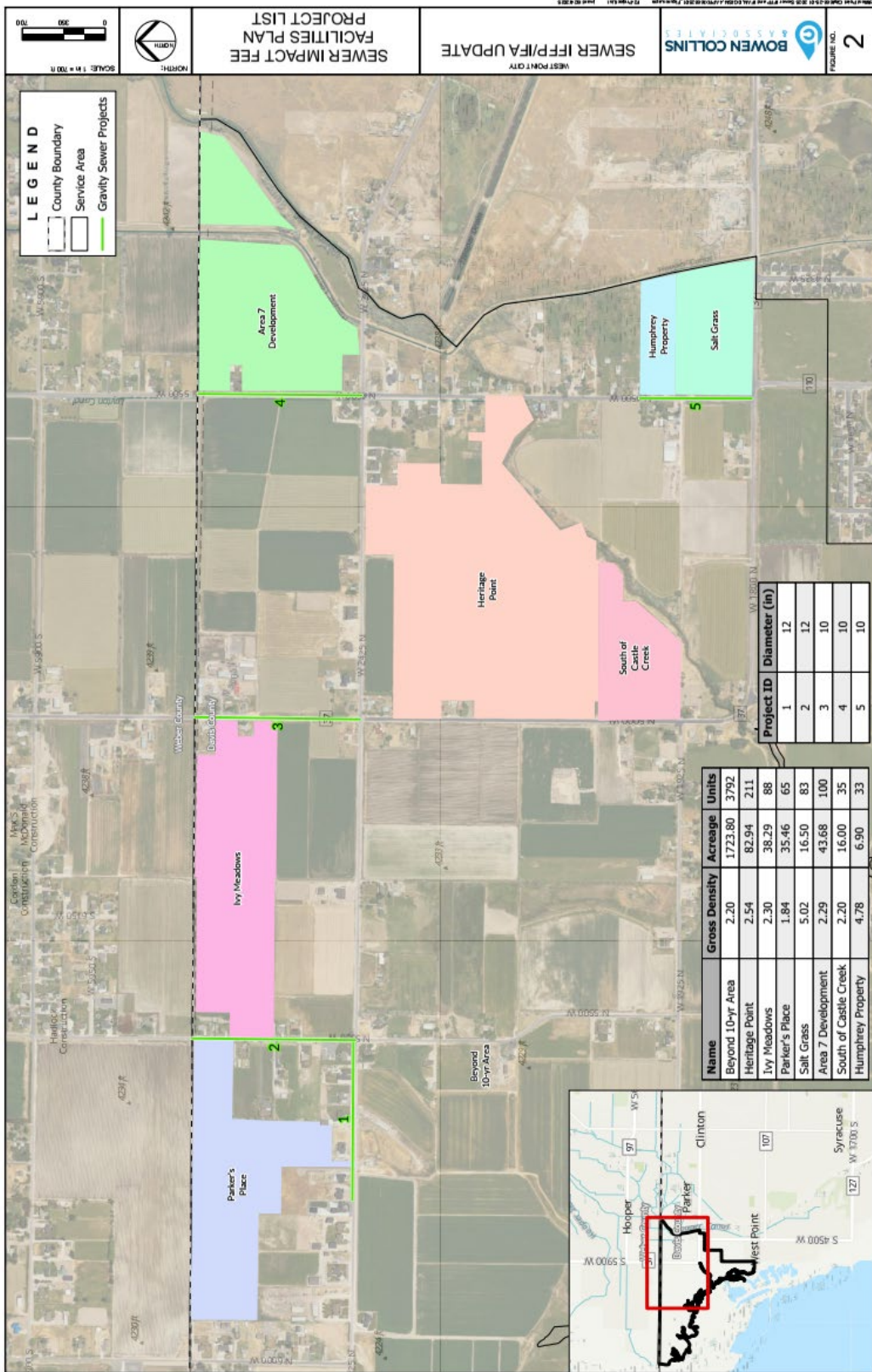
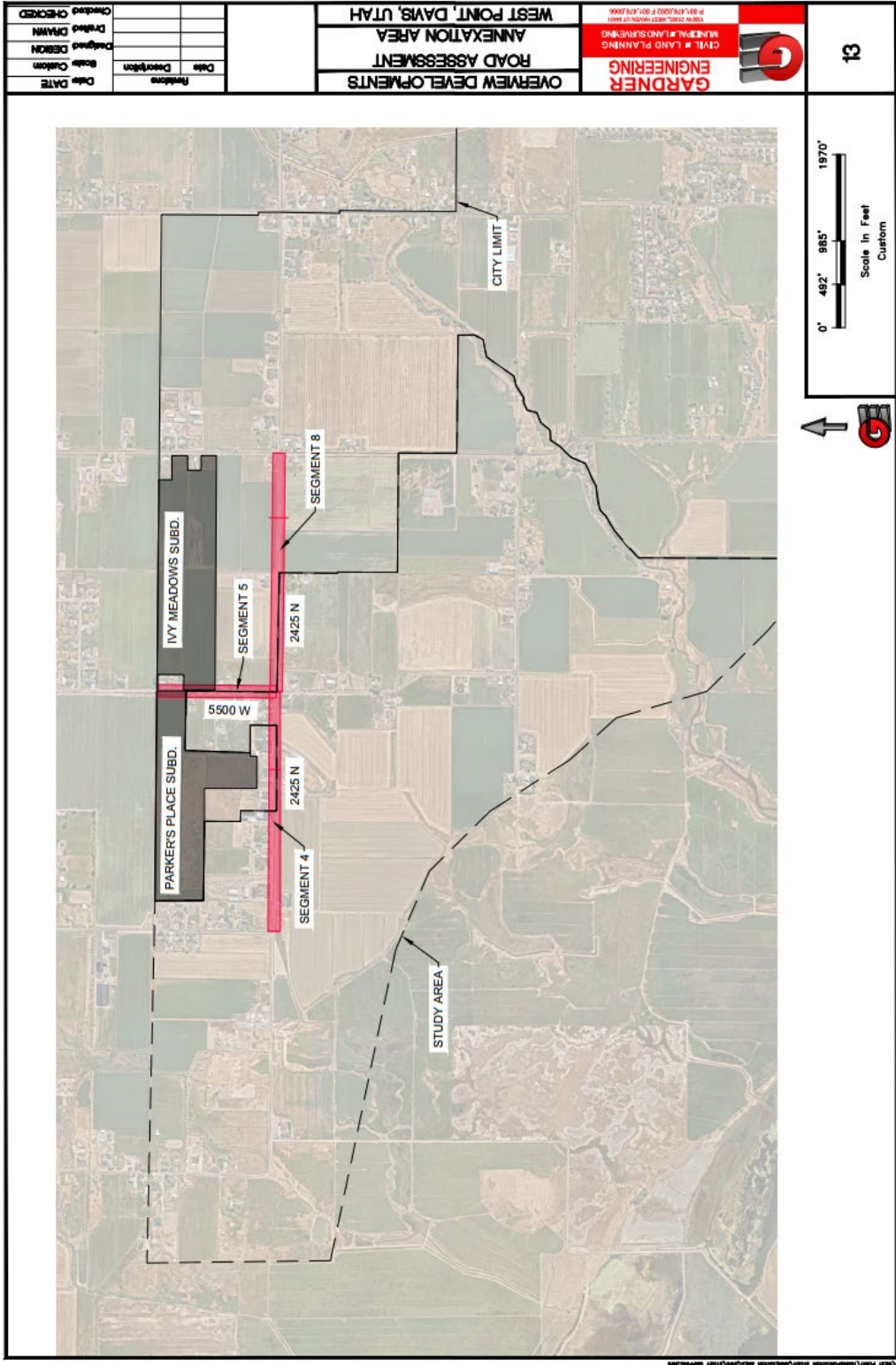


EXHIBIT E ROADWAY IMPROVEMENTS



OVERVIEW DEVELOPMENTS	ROAD ASSESSMENT	ANNEXATION AREA	WEST POINT, DAVIS, UTAH	13
GARDNER ENGINEERING	CIVIL & LAND PLANNING	REGISTERED LAND SURVEYORS	WEST POINT, UTAH	907.437.0000
Date: _____	Description: _____	Scale: Custom	Designed: DRYAN	Checked: CHECKED
Date: _____	Description: _____	Scale: Custom	Designed: DRYAN	Checked: CHECKED

ORDINANCE NO. 06-02-2026B

**AN ORDINANCE REZONING PROPERTY LOCATED AT
5750 W 2425 N FROM A-5 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 2nd day of June, 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



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
March 3rd, 2026

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

Administrative Session

5:30 PM

Minutes for the West Point City Council Administrative Session held on March 3, 2026, at 5:30 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 811 7093 4439 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, Council Member Trent Yarbrough and Council Member Jeremy Strong

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Dave Nielsen, Mike Nielsen, Doug Nielsen, Steve Nielsen, Dave Murdock, Jim Spangler, Andy Oblad, Tim Gooch, Kyle Norton, PJ Roubinet, Jennifer Struhs, Mark & Mary Montgomery. No sign-in is required for those viewing online.

1. Discussion Regarding the Site Plan for the Nielsen’s Frozen Custard – Mrs. Bryn MacDonald

Mrs. MacDonald presented the site plan for the Nielsen’s Frozen Custard development, located on the corner of 2000 West and Center Street, just north of Big O Tires. She explained that the applicant would need approval of the site plan from the Council, while the Planning Commission had already approved the conditional use for the restaurant use. She also noted that a subdivision plat is still being worked through separately, as the site involves multiple pieces that will need to be finalized.

Mrs. MacDonald reviewed the proposed layout, noting that the building would sit toward the front of the lot, the drive-through lane would wrap around the building, and parking would be located on the north and rear portions of the site. She explained that the rear portion of the overall lot is not part of this building pad and is anticipated to be used for a future commercial user. The site exceeds the City’s landscaping requirement, with approximately 20% landscaping where 15% is required.

The Council discussed the proposed building elevations and exterior materials. Mrs. MacDonald explained that the building would use the same general Nielsen’s colors and branding, including black tile and white tile, with decorative block on portions of the building. She noted that the City’s architectural standards generally require certain masonry and building articulation elements, but the code also allows the Community Development Director to approve alternate materials when the finished product is durable and enhances the building. The applicant and developer explained that the proposed materials include heavy tile and a honed or polished decorative concrete block, and that the design is intended to maintain the Nielsen’s identity while also creating a prototype that is more cost-effective for future franchise locations.

Mayor Vincent and Council Members discussed how the proposed building differs from the more nostalgic curved Nielsen’s building design used in other locations. Mr. Nielsen explained that while the proposed building does not include the same curved diner-style architecture, it includes a larger dining room with significant glass and would remain recognizable as a Nielsen’s Frozen Custard. The developer explained that the curved design is structurally expensive and that the proposed square design is intended to reduce construction costs while still preserving important brand elements.

The Council also discussed the landscaping requirement for a five-foot planter around the foundation of the building. Mrs. MacDonald explained that this requirement does not always function well for commercial buildings, particularly where pedestrian

areas, patios, and drive-through lanes are involved. Mr. Nielsen explained that the patio area is an important and popular feature for Nielsen's and that landscaping is proposed along the outside of the patio, between the patio and drive-through lane, rather than directly against the building foundation. Council Members indicated that the exception made sense for this site.

Mrs. MacDonald stated that the parking requirement is based on the number of seats in the restaurant and that the site requires 15 parking stalls. The applicant is providing 24 stalls, which exceeds the parking requirement.

Mr. Laws noted that although it is not typical for the Council to discuss and take action on a site plan in the same night, because the next regular meeting with a full agenda would not occur for several weeks, the item had been placed on the General Session agenda for possible action if the Council felt ready to proceed.

2. Discussion Regarding a Rezone Request for Property Located at Appx. 4200 W 800 N from R-1 to R-2 (George Wright, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for approximately 7.6 acres located on the south side of 800 North at approximately 4200 West, near the bottom of the bluff and adjacent to the future West Davis Corridor. She explained that the property is currently zoned R-1 and the applicant is requesting R-2 zoning, which is consistent with the General Plan designation for the property.

Mrs. MacDonald reviewed the proposed concept plan, which includes 13 lots at an overall density of approximately 1.7 units per acre. She explained that the requested R-2 zoning is primarily needed because of frontage requirements, as R-1 zoning requires an average frontage of 100 feet and R-2 zoning allows the applicant to reduce that frontage to 90 feet. Even with the R-2 zoning, the proposed lots are larger than typical R-2 lots and are generally close to half an acre in size.

Mrs. MacDonald explained that the lots would face a new internal road and that Staff has also been coordinating with the property owner on the north side of 800 North to make sure future road alignments make sense. She reported that the Planning Commission held a public hearing in January and that the comments received primarily related to water on the site and concerns regarding flooding. She acknowledged that the property is wet and that drainage has been the primary issue for the property for some time. Mr. Davis explained that the applicant has worked with Staff and UDOT on a drainage solution and now has an easement that will allow stormwater to drain west under the freeway and then toward 300 North. He stated that Staff is comfortable that the development will have adequate surface-water drainage with that easement in place. He also noted that because of the high water table, basements would not be allowed.

The Council discussed safety along 800 North, including the curve at the bottom of the bluff, the proximity of the future freeway improvements, and a trail crossing in the area. Mrs. MacDonald explained that the Planning Commission had required the applicant to remove lots that originally would have faced 800 North, eliminating driveways that would have accessed directly onto that road. Council Member Swenson also noted the importance of lighting and safety measures for the trail crossing, particularly because vehicles come down the hill in that area.

Mrs. MacDonald stated that a development agreement would also be associated with the project, but that it primarily contains the City's standard architectural language and attaches the concept plan. She noted that the applicant is not requesting exceptions through the development agreement. Mr. Laws clarified that a public hearing is required for the rezone request, but a separate public hearing for the development agreement is not required as it does not grant any exceptions.

A public hearing is on the agenda for tonight's General Session. After which, the Council will continue the discussion as it considers approval of the development agreement and rezone request.

3. Discussion Regarding a Rezone Request for Property Located at Appx. 2650 N 5500 W from A-5 to R-1 (Rick Scadden, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for the Ivy Meadows property, located at approximately 2650 North 5500 West. She explained that the property is approximately 38 acres and is within the recently annexed area of the City. The property is currently zoned agricultural, and the applicant is requesting R-1 zoning, which is consistent with the General Plan designation in place when the application was submitted, and therefore considered as vested.

Mrs. MacDonald explained that this application had previously been before the Planning Commission more than a year ago but had been tabled while the City worked through infrastructure studies for the area. She stated that the item returned to the Planning Commission in February after Mr. Davis presented the infrastructure information, and the Planning Commission recommended approval of the rezone request.

Mrs. MacDonald reviewed the concept plan, which showed 84 lots, which is essentially the maximum number of lots that could be developed under the requested zoning. She noted that the overall density would be approximately 2.2 units per acre. The concept plan includes a road connection from 5000 West through to 5500 West, as well as stub streets to the north and south for future connectivity. She also noted that the lots generally meet the minimum lot size requirements, with the smallest lots just over 13,000 square feet and some lots larger than that.

Mr. Scadden clarified that the applicant is purchasing an additional half-acre adjacent to the property, which may allow the project to increase to 85 lots. The Council asked general questions to better understand the location of the property, including its relationship to the Davis/Weber County line and surrounding roads.

Mrs. MacDonald explained that this item was being presented for discussion only and that the next step would be a public hearing. She also noted that a development agreement would be needed to address infrastructure improvements, including which improvements are necessary and how they will be paid for. The applicant confirmed that the Council would want to see the agreement for payment of the necessary improvements, and Mayor Vincent agreed.

The Council indicated that Staff should move forward with scheduling the public hearing for the next meeting.

4. Discussion Regarding a Rezone Request for Property Located at Appx. 4750 W 700 S from A-40 to R-1 (*Gardner Ridge, Applicant*) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for the Kawaguchi property, with Gardner Ridge as the applicant. The property is located at approximately 4750 West 700 South and contains approximately 17 acres. She explained that the property is currently zoned A-40, with a small portion already zoned R-1, and that the applicant is requesting R-1 zoning consistent with the General Plan.

Mrs. MacDonald reviewed the concept plan, which includes 37 lots. The plan shows access from 700 South and a future second access through the Carlisle subdivision. She explained that if the Carlisle subdivision does not proceed and the road connection is not completed, the development would be limited to 30 lots until that second access is available. She also noted that the plan provides stub streets to the north for future development and that the road network is intended to eventually connect toward SR-193 as that area develops in the future.

A significant portion of the discussion focused on the status and improvement of 700 South. Mrs. MacDonald explained that the City has been discussing for several years whether 700 South is a public or private road. She stated that a recent court judgment determined that 700 South is a 66-foot-wide public road, which allows the applicant to move forward because subdivisions are required to have access to a public road. Mr. Davis explained that the current dirt road is approximately 15 to 20 feet wide and would need to be widened and improved as part of development.

Council Members discussed how the required road improvements would affect the Montgomery home located near the corner. Mr. Davis explained that the established public right-of-way comes within approximately eight to ten feet of the home, so it is already understood that the road design in that area will need to be modified to provide more distance from the house. He stated that potential adjustments could include eliminating park strips and narrowing asphalt, with the goal of providing at least 15 feet of separation, although the final details have not yet been engineered.

Council Member Strong expressed concern that, although the court judgment determined the area to be public right-of-way, the improvement of the road would still feel like a taking to the adjacent property owner and could make the home less desirable. Mr. Laws and Mr. Davis acknowledged that the situation is difficult and that it likely does feel that way for the property owner, but explained that the court determined the area was actually public right-of-way rather than their private property. Mr. Davis noted that similar public right-of-way conditions exist elsewhere in the City where property lines may extend to the center of a road, but the public right-of-way supersedes the private property interest for roadway purposes.

Mr. Davis emphasized that West Point City did not bring the court case regarding the road. He explained that the case was brought by Carlisle and involved the property owners along 700 South, with the City listed only because public rights-of-way fall under the City's jurisdiction. He stated that the City did not participate in defending the case and that the City's recommendation is based on the court's ruling. He also explained that the court relied on an 1877 document establishing 66-foot rights-of-way along section lines.

The developer indicated that they had previously approached the Montgomery's and would continue to work with them on ways to make the transition as reasonable as possible, including landscaping or other improvements. Mary Montgomery stated that she is not willing to move and expressed frustration regarding the situation. Mayor Vincent clarified that the City had not contacted her directly because the project is not a City project, but invited her to raise questions during the discussion.

Mrs. Montgomery raised concerns regarding fire access, drainage, and the effect of the road and subdivision improvements on her property. Mr. Davis explained that the North Davis Fire District Fire Marshal had issued a letter indicating that 30 lots could be counted from each access point because 700 South is a collector road and because future connections are available. He acknowledged that Staff had asked similar questions but stated that the fire access determination belongs to the Fire Marshal. Mr. Davis also explained that development of the road and subdivision would include storm drain infrastructure, with drainage ultimately conveyed through the natural drainage system toward the lake. He stated that the improvements should help address existing drainage issues rather than make them worse.

The Council also discussed whether the future intersection would remain a two-way stop or eventually require a signal. Mr. Davis explained that 4500 West is a state road and that he would need to review the long-term plan, but that in the short term the intersection would function as a two-way stop. Council Members also asked whether any wetlands affected the property, and Mr. Davis indicated that wetlands were not an issue.

Mr. Laws asked the Council whether there were any legal questions they wanted the City Attorney to address before the item returned for a public hearing and possible action, particularly given the potential legal concerns from both the developer's and adjacent property owners' perspectives. Council Members did not identify any specific legal questions at that time. Staff noted that the next step for the rezone request would be a public hearing.

The Council directed Staff to schedule the public hearing for the following meeting.

5. Discussion Regarding a Rezone Request for Property Located at Appx. 3381 W 300 N from A-40 to R-2 (Kyle Norton, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for approximately 1.1 acres located at 3381 West 300 North, diagonally across from City Hall. She explained that there is one existing home on the front portion of the property and that the front portion is already zoned R-2. The applicant is requesting that the rear portion of the property also be rezoned to R-2.

Mrs. MacDonald explained that the property is located within the Main Street overlay area. She noted that the City's code requires rezones in that area to be consistent with the General Plan and the applicable small area plan. The Planning Commission held a public hearing on the request and recommended approval, finding that the request was consistent with the General Plan and would not interfere with the future road alignment shown in the small area plan.

The Council discussed how the request relates to the Main Street Small Area Plan and the surrounding properties. Mrs. MacDonald explained that the Small Area Plan shows a future road along the south side of the property and a small-lot detached housing pattern in the area, but that there is not a specific zoning district called a Main Street zone. She stated that for small individual properties like this one, the Council must determine whether the requested zoning is consistent with the General Plan and the concept of the Small Area Plan.

Council Member Strong asked how the Council should evaluate consistency when the Small Area Plan does not identify one specific zoning district. Mrs. MacDonald, Mr. Davis, and Mr. Laws explained that the Small Area Plan includes concepts for lot sizes, density, and land use patterns, but that the Council ultimately decides which zoning is appropriate when a specific application is brought forward. Staff explained that when the larger surrounding area develops in the future, it would likely come forward with a development agreement and a more detailed plan that matches the Small Area Plan.

The Council also discussed whether the property could develop as a flag lot and how future driveway locations would be evaluated. Mrs. MacDonald stated that flag lots are still allowed if the applicable requirements are met, including minimum lot size requirements. Council Member Judd asked that driveway location and spacing from nearby roads be reviewed carefully during the engineering and subdivision review process. Mrs. MacDonald noted that the Planning Commission had also discussed that the home could potentially orient or access toward the future road when that road is constructed.

Mrs. MacDonald stated that the next step would be a public hearing. Mayor Vincent asked whether the Council felt comfortable moving the item forward to that step, and Council Members indicated that they were comfortable proceeding and directed Staff to schedule a public hearing for the next meeting.

6. Other Items

Mayor Vincent reminded the Council that the next meeting is planned as a combined meeting with the Planning Commission beginning at 6:00 p.m. He stated that the plan is to cancel the General Session for that night and use the time for a longer joint meeting, although that may change if an item arises that must be placed on the agenda.

Council Member Chatterton asked about the two houses located south of Big O Tires and whether Staff had taken steps to amend the General Plan designation to commercial in that area. Staff discussed the matter and indicated that their understanding was that the change would either be developer-driven or considered as part of a future General Plan update. Mayor Vincent agreed that sounded consistent with prior direction.

Council Member Swenson confirmed that the March 17 Council meeting had been canceled because of caucus night. Mayor Vincent confirmed that it had been canceled.

Council Member Strong asked whether there had been any additional communication from Syracuse City regarding the intersection of 700 South and 4000 West. Mr. Davis stated that he had met with the Syracuse City Engineer and that a proposal for a traffic study had already been received, though Staff had requested some changes. Mayor Vincent stated that he had personally observed the intersection on two different mornings and had seen a Syracuse police officer present on multiple mornings, indicating that Syracuse is aware of the concerns. Mr. Laws stated that after Syracuse residents attended a prior West Point City Council meeting regarding that intersection, he suggested that they ask Syracuse City to evaluate whether additional stop signs could be placed along the mile-long stretch from Antelope Drive to 700 South. He explained that the lack of stop signs along that stretch may contribute to drivers failing to recognize the stop at 700 South. Mayor Vincent stated that he had also discussed that concern with the Syracuse Mayor. Council Member Strong suggested that temporary pavement markings or rumble-strip-type improvements may also help. Mr. Davis stated that one of the changes requested are for temporary safety recommendations to be added to the traffic study proposal and that the study would likely take approximately four weeks once the contract is signed.

Council Member Chatterton asked about the removal of fluoride from the water system and whether the City had any remaining funds or equipment associated with fluoridation. Mr. Laws explained that West Point City did not operate its own fluoridation treatment stations or equipment and that fluoridation had come through Weber Basin Water.

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL March 3rd, 2026

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

General Session 7:00 PM

Minutes for the West Point City Council General Session held on March 3, 2026, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 811 7093 4439 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Dave Nielsen, Mike Nielsen, Doug Nielsen, Steve Nielsen, Dave Murdock, Jim Spangler, Andy Oblad, Tim Gooch, Kyle Norton, and PJ Roubinet. No sign-in is required for those viewing online.

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

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – None

Council Member Chatterton – None

Council Member Strong – None

Mayor Vincent – Reported that the Legislative Session had been very busy, with a record number of bills introduced. He stated that, as of Monday, 1,010 bills had been introduced. However, he also noted that only 196 bills had passed at that point, which was fewer than at the same point in the previous several years. He anticipated that many additional bills would pass during the final week of the session, possibly in the range of 400 to 450. Mayor Vincent stated that he and Mr. Laws had been attending meetings and tracking bills that may affect the City, including bills related to truth in taxation and property taxes. He stated that Staff would keep the Council updated as those items are finalized and as the City better understands their impact.

5. **Communications from Staff**

Mr. Laws stated that the City’s Easter Egg Hunt will be held on Saturday, April 4th, Easter weekend, at 10:00 a.m. sharp. He explained that because the eggs are scattered across the field rather than hidden, the event is more of an “Easter Egg Scramble” rather than an actual hunt and typically lasts less than a minute. He cautioned that anyone who arrives late will likely miss the event.

6. Citizen Comment

Andy Oblad – Farmington, UT: Mr. Oblad introduced himself to the Council and those in attendance, stating that he is running for Davis County Sheriff. He encouraged residents and Council Members to meet each of the four candidates so they can make a fair comparison and decide who is the best fit for the position. He explained that the Sheriff's Office has approximately 350 civilian and sworn employees, making it an important leadership role. Mr. Oblad summarized his law enforcement background, stating that he began in law enforcement in 1996 and worked for the Salt Lake City Police Department for 21 years, retiring as a lieutenant after what he described as a decorated career. He then worked for the Utah Jazz for approximately two seasons as team security, traveling with the team, coaches, and players. He explained that although the position may sound glamorous, it involved significant travel and ultimately was not something he wanted to continue long-term. Mr. Oblad stated that in 2019, Sheriff Sparks appointed him as Chief Deputy over law enforcement for the Davis County Sheriff's Office. Over the last seven years, he has supervised each of the Sheriff's Office bureaus, including law enforcement, administration, and corrections. He stated that Sheriff Sparks has decided not to seek another term after being encouraged to retire by his wife, whom Mr. Oblad described as an influential Davis County voter. Mr. Oblad said Sheriff Sparks encouraged him to run and has endorsed him because he believes Mr. Oblad has the qualifications and experience to serve as the next Sheriff. Mr. Oblad stated that he would remain after the meeting to meet people and answer questions.

PJ Roubinet – West Point, UT: Mr. Roubinet, currently serving as Planning Commission Chair, commented regarding the recognition of Jeff Turner, who had served on the Planning Commission. Mr. Roubinet stated that although Mr. Turner was not present, he wanted to place on the record that the Planning Commission appreciated his service to the City. He stated that he enjoyed working with Mr. Turner, was sorry to see him leave, and appreciated everything he contributed during his time as a Planning Commissioner.

7. Youth Council Update

Abby Spangler, Youth Council Mayor, and Casey Byers, Youth Council Treasurer, provided an update on Youth Council activities. Ms. Spangler reported that since the last update, the Youth Council held a New Year's party where members played games and set goals for the upcoming year. She stated that the Youth Council leadership also had an opportunity to visit the State Capitol, tour the building, and meet with Representative Petersen.

Ms. Spangler stated that for the February activity, Youth Council members prepared "heart attacks" for City employees to thank them for their service. She explained that the youth cut out paper hearts, wrote notes of appreciation, and placed them on employees' desks along with candy. She stated that upcoming activities include helping prepare for the City's Easter Egg Scramble and attending a leadership conference at Utah State University.

Mayor Vincent thanked the Youth Council for the notes and candy provided to the Council and Staff and expressed appreciation for the time they dedicate to the Youth Council in addition to school and other responsibilities. Council Member Swenson also thanked the Youth Council for their work on the Easter Egg Scramble, noting that her grandchildren attend each year and that the event goes very quickly. The Youth Council indicated that they expected to fill more eggs than in previous years, possibly around 14,000 eggs.

8. Recognition of Jeff Turner, West Point City Planning Commissioner – *Mayor Brian Vincent*

Mayor Vincent recognized Jeff Turner for his service on the West Point City Planning Commission. He explained that he had personally spoken with Mr. Turner, who appreciated the recognition but preferred not to be in the spotlight. Mayor Vincent stated that Mr. Turner served on the Planning Commission from 2022 through 2025 and also previously served on the City Council, giving him a unique perspective on both sides of the land use process. Mayor Vincent stated that Mr. Turner brought valuable experience and expertise to the Planning Commission, and the Council applauded his service. Mayor Vincent stated that the City would provide Mr. Turner with his recognition plaque.

9. Consideration of Approval of the Site Plan for the Nielsen's Frozen Custard Development – *Mrs. Bryn MacDonald*

Mrs. MacDonald presented the site plan for Nielsen's Frozen Custard, located on 2000 West and Center Street, just north of Big O Tires. She explained that the Planning Commission had reviewed the site plan and that final approval was now before the Council. She reviewed the site location and noted that the project includes the front commercial lot, with a second commercial lot

anticipated to the rear. She stated that an access easement is planned through the rear lot to provide connection to the Big O property.

Mrs. MacDonald reviewed the site layout, explaining that the building meets setback and height requirements. The drive-through lane will wrap around the building, with the pickup window located on the south side. She stated that the site is required to have 15% landscaping and provides close to 20%. She noted that the City code generally requires landscaping around the foundation of the building, but also allows the Council to approve an exception when foundation landscaping does not make sense for a particular site. In this case, the applicant plans to use the area near the building as a patio and to provide landscaping on the outside of the patio area instead.

Mrs. MacDonald reviewed the building elevations and explained that the exterior would include black tile, white tile beneath the windows, stucco, and masonry/CMU materials. She stated that the building will use Nielsen's recognizable black and white branding, even though it is not exactly the same building design as other locations. She further explained that the code requires a certain percentage of masonry product on commercial buildings, but also allows the Council to approve alternative materials. She noted that the proposed materials are consistent with Nielsen's brand and are technically masonry products, although the code does not clearly define masonry.

Mrs. MacDonald stated that the parking requirement is based on the number of seats in the restaurant. With 60 planned seats, the site requires 15 parking stalls, and the applicant is providing 24. She also explained that a restaurant, including fast food, is a conditional use in the commercial zone, and that the Planning Commission had already approved the conditional use. Council Members asked questions regarding the rear access, future parking, and the layout of the parking area. Council Member Chatterton noted that one of the plan sheets referenced "Frost Drive," and Staff acknowledged that the applicant would correct the plan sheet.

The Council had no further questions or concerns.

Council Member Chatterton motioned to approve the site plan with the street name correction as discussed.

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously approved

10. Public Hearing Regarding a Rezone Request for Property Located at 1800 N 4300 W from A-40 to R-4 and C-C (Foothill Ditch, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for approximately 11.3 acres located at 1800 North and 4300 West. She explained that the application was originally submitted in 2022 and is therefore vested under the previous R-4 code, which allowed up to eight units per acre, townhomes, single-family units, no minimum lot size, and private lanes. She clarified that the original request included both R-4 and C-C zoning, but the commercial portion was not being discussed or considered at this time because more information regarding the proposed commercial use for that portion needs to be submitted before moving that portion forward for review and consideration.

Mrs. MacDonald reviewed the previously submitted concept plan, which included all townhomes at approximately eight units per acre, and compared it to the revised concept plan. She explained that the revised plan includes 56 total units, or approximately six units per acre, consisting of 32 single-family units and 24 townhomes. She stated that the revised plan is a much different product than the earlier proposal and includes single-family homes on private lanes, townhomes facing the road, and connections to surrounding development.

Mrs. MacDonald explained that the project would connect into the Salt Grass development to the west, to 4500 West through property that was recently discussed by the Council, and to a portion of the overall project located in Clinton City. She noted that the northern portion of the project is in Clinton City and had already been approved by Clinton. She also stated that the applicant has indicated a willingness to include owner-occupancy provisions in the development agreement, similar to requirements in the City's current R-4 code, even though the project is vested under the previous R-4 standards. She stated that the development agreement was still being prepared, which is why the item was only before the Council for a public hearing and not for final action.

Council Members asked questions regarding the colors on the concept plan, the difference between the single-family and townhome areas, and the access points. Council Member Strong expressed concern that the West Point and Clinton portions of the development ultimately rely heavily on 4500 West for access, and Staff noted that while part of the access is technically within Clinton City, it is still on 4500 West. Staff also noted that the Salt Grass connection provides access toward 1800 North.

Mayor Vincent opened the public hearing.

No public comments were made.

Council Member Swenson motioned to close the public hearing

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

11. Public Hearing Regarding a Rezone Request for Property Located at 4200 W 800 N from R-1 to R-2 (George Wright, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for approximately 7.6 acres located on the south side of 800 North at approximately 4200 West. She explained that the property is currently zoned R-1, that the General Plan designation is R-2, and that the applicant is requesting R-2 zoning. She stated that the property is immediately east of the future West Davis Corridor. She reviewed the proposed concept plan, which includes 13 lots at an overall density of approximately 1.7 units per acre. She explained that the proposed density is below the maximum allowed in the R-2 zone and that the applicant is primarily requesting R-2 because the R-2 zone allows 90 feet of frontage compared to the 100-foot frontage requirement in the R-1 zone. She noted that the lots are fairly large, with many shown at over 18,000 square feet, and that the Planning Commission did not want driveways accessing directly onto 800 North.

Mrs. MacDonald explained that the storm drain issue that had delayed the project had been worked out with UDOT. The project will include a storm drain easement under the freeway to the west and then south toward 300 North. She stated that the Planning Commission held a public hearing in January and received comments concerning water on the property, the high water table, and potential flooding. The Planning Commission recommended approval of the rezone to R-2 with the 13 lots as shown.

Mrs. MacDonald also reviewed the associated development agreement, which does not require a public hearing. She stated that the development agreement does not include requested exceptions and primarily includes the City's standard architectural standards, including minimum home sizes, a two-car garage requirement, and other architectural requirements. The concept plan is also attached to the agreement.

Council Members asked questions regarding long-term maintenance of the detention pond, the location of 800 North, the temporary turnaround, and whether one of the lots would still be buildable while the temporary turnaround is in place. Mrs. MacDonald explained that an HOA would be needed to maintain the detention pond and that the affected lot would still be large enough to build on, subject to the temporary turnaround easement. Council Member Swenson also asked about sidewalk improvements along 800 North and the nearby trail access. Mr. Davis stated that curb, gutter, and sidewalk would be installed along the project frontage and that Staff would look at whether the sidewalk connection could be made to the trail, recognizing the existing ditch and grade in the area.

Council Member Strong asked about the drainage shown along the back of the lots. Mr. Davis explained that it is a surface drain intended to address backyard water, not foundation drainage. He reiterated that basements would not be allowed and that the code allows a maximum of 24 inches below back of curb.

Mayor Vincent opened the public hearing.

No public comments were made.

Council Member Swenson motioned to close the public hearing
Council Member Judd seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

11.1. Consideration of Resolution No. 03-03-2026A, Approving a Development Agreement for 4200 W 800 N

Council Member Strong motioned to approve Resolution No. 03-03-2026A
Council Member Chatterton seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

11.2. Consideration of Ordinance No. 03-03-2026A, Approving a Rezone Request for Property Located at 4200 W 800 N from R-1 to R-2

Council Member Judd motioned to approve Ordinance No. 03-03-2026A
Council Member Chatterton seconded the motion
Roll Call:

Council Member Yarbrough – Aye
Council Member Judd – Aye
Council Member Chatterton – Aye
Council Member Swenson – Aye
Council Member Strong – Aye

In Favor: All
Opposed: None
The Council unanimously agreed

12. Consideration of Approval to Award the Bid for the 4000 W Storm Drain Project – Mr. Boyd Davis

Mr. Davis presented the bid results for the 4000 West Storm Drain Project, noting that bids had been opened the day before the meeting. He reminded the Council that the project will install storm drain through open fields along 4000 West, crossing 1800 North and continuing north into a Davis County drain located in Clinton. He stated that the project includes approximately 4,000 feet of reinforced concrete pipe, ranging in size from 48 inches to 60 inches in diameter.

Mr. Davis explained that UDOT requested the City consider installing the storm drain now because the West Davis Highway will terminate at 1800 North, and UDOT would like to use the drain for highway drainage. He stated that UDOT contributed \$500,000 and the needed right-of-way for the project. The total project budget is approximately \$2.5 million, with the remaining City contribution coming from impact fees and the storm water maintenance fund.

Mr. Davis stated that the City received six bids and that Thurgood Excavating submitted the low bid in the amount of \$2,218,087. He noted that the bids were very close, with the next lowest bid approximately \$31,000 higher. Mr. Davis stated that Staff has worked with Thurgood Excavating many times in the past and recommended awarding the bid to Thurgood Excavating.

In response to Council questions, Mr. Davis stated that the project must be completed this year, with the most difficult portion being the crossing of 1800 North. He also explained that the pipe will be relatively shallow, with only a few feet of cover, and that most of the work should be straightforward once construction begins.

The Council had no further questions or concerns.

Council Member Chatterton motioned to award the bid to Thurgood Excavating in the amount of \$2,218,087.
Council Member Yarbrough seconded the motion

In Favor: All
Opposed: None
The Council unanimously agreed

13. Consideration of Approval to Place the Preserve at Willow Bluff Phases 1 and 2 on Warranty – Mr. Boyd Davis

Mr. Davis stated that the Preserve at Willow Bluff Phases 1 and 2 is located on 800 North at approximately 3750 West and was developed by Ovation Homes. He stated that all required improvements have been installed and are in good order, and Staff recommends placing the subdivision improvements on a one-year warranty.

The Council had no comments or concerns.

Council Member Swenson motioned to place the Preserve at Willow Bluff Phases 1 and 2 on one-year warranty.

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

14. Consideration of Approval to Place the Bennett Century Farms Subdivision Phase 3 on Warranty – Mr. Boyd Davis

Mr. Davis stated that Bennett Century Farms Subdivision Phase 3 was developed by Craythorne Development and is located near 1300 North and 3775 West. He stated that all required improvements have been installed and are in good order, and Staff recommends placing the subdivision improvements on a one-year warranty.

Council Member Swenson asked for clarification regarding the location of Phase 3 and whether it included the area where a ditch had been covered but curb and gutter had not yet been installed. Mr. Davis explained that the area Council Member Swenson referenced is part of the next phase and that Phase 3 is located on the east half of that field.

The Council had no further discussion.

Council Member Judd motioned to place Bennett Century Farms Subdivision Phase 3 on one-year warranty.

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

15. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2026:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
April 7th, 2026

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

Administrative Session

6:30 PM

Minutes for the West Point City Council Administrative Session held on April 7, 2026, at 6:30 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 865 6518 4545 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, Council Member Trent Yarbrough and Council Member Jeremy Strong

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Rick Scadden, Kyle Norton, Ryan Wilde, and Tim Gooch. No sign-in is required for those viewing online.

1. Discussion Regarding a Rezone Request for Property Located at Appx. 2650 N 5500 W from A-5 to R-1 (Rick Scadden, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request and development agreement for the Ivy Meadows project, located at approximately 2650 North 5500 West. She stated that the Council had previously discussed the rezone request and that the main item for this discussion was the draft development agreement. She explained that the agreement includes mostly the City's standard language, including the standard architectural requirements, and attaches the concept plan for the project. The concept plan shows a maximum of 84 units and requires the project to be substantially similar to the attached plan.

In addition, Mrs. MacDonald stated that the infrastructure requirements are the main substance of the agreement. She explained that the agreement identifies the infrastructure that must be constructed, who is responsible for paying for it, and when the improvements must be completed. She noted that Mr. Davis had prepared the infrastructure portion of the agreement and that it generally requires the applicant to construct and pay for the required improvements, with any potential reimbursement or funding assistance to be addressed separately if applicable.

Mr. Davis explained that the development agreement includes three primary infrastructure sections: storm drain infrastructure, road infrastructure, and sewer infrastructure. He stated that the applicant has agreed to pay 100% of the actual costs for the required improvements, not just estimated costs. He also explained that the agreement includes a map identifying the improvements that must be installed. If additional funding becomes available to help pay for any portion of the improvements, a separate agreement would be prepared at that time; however, if the project moves forward under the agreement as presented, the applicant is agreeing to pay the actual cost of the required improvements.

Mayor Vincent and Mr. Laws discussed potential funding from Davis County related to infrastructure in the annexation area. Mr. Laws explained that the County has committed approximately \$1 million toward work it had already planned in the area prior to annexation, while the overall infrastructure need for this project and the Parker project was estimated at approximately \$3 million. He stated that the City has submitted letters of intent for third quarter sales tax funding, which could potentially cover approximately \$1.5 million. If that funding is awarded, the remaining cost would be shared proportionally between the developments; if the grant is not awarded, the remaining approximately \$2 million would be shared proportionally between the developments. Mr. Davis noted that the letters of intent had been submitted.

Council Member Swenson asked whether all of the roads within the subdivision would be public roads. Staff confirmed that they would be. Council Members also confirmed that the applicant is not requesting additional density or exceptions, and that the proposed minimum lot sizes are larger than the City's minimum requirements for the requested zone. Council Member Swenson also asked about basements and the water table in the area. Mrs. MacDonald stated that the development agreement provides that basements may be allowed if they meet the applicable code requirements, and Staff noted that the specific water-table information would need to be evaluated for the area.

Mr. Scadden explained that the applicant is in the process of purchasing an additional half-acre from an adjacent property owner. He stated that the additional property is not included in the current concept plan, but may allow the project to increase from 84 lots to 85 lots. He clarified that the additional lot would be tied to the additional half-acre and was not intended to increase density on the property currently shown in the plan. Mrs. MacDonald indicated that the additional property could be addressed when it is added to the project.

The Council also discussed the prior Planning Commission process. Mrs. MacDonald explained that the Planning Commission had previously held a public hearing on the rezone request and recommended approval. She stated that the Planning Commission did not review the development agreement because the agreement does not include exceptions that would require Planning Commission review, nor does it require a separate public hearing.

The item is scheduled for public hearing and possible action during tonight's General Session. The Council will continue the discussion at that time.

2. Discussion Regarding a Site Plan Amendment for the Salt Grass Townhomes – Mrs. Bryn MacDonald

Mrs. MacDonald presented the proposed site plan amendment for the Salt Grass Townhomes. She explained that the project had been approved several years earlier for up to 132 units, but because there were potential wetlands on the west side of the property, the developer initially proceeded with 116 units and removed the units from the area in question. Since that time, the wetland review has been completed and it was determined that there are no jurisdictional wetlands. As a result, the applicant is requesting to add the remaining 16 units allowed under the existing development agreement, bringing the project back to the previously approved maximum of 132 units.

Mrs. MacDonald reviewed the changes to the plan. She explained that the entrance road has been shifted farther south and is more centered on the site, which provides better separation from the subdivision to the north. She also stated that the original plan anticipated realigning 4500 West on the west side of the property and included approximately three acres to be dedicated for that realignment. Because the Council has since determined that 4500 West will be realigned on the south side instead, the applicant no longer needs to dedicate that property for the road realignment. The number of units remains the same as the development agreement allows, but the revised plan provides more open space. A new landscaping plan was submitted to show how the additional open space would be landscaped. Mrs. MacDonald stated that the amenities remain the same and that the Planning Commission recommended approval without concerns.

Mrs. MacDonald clarified that the item is a site plan amendment and would not require a public hearing. She stated that if the Council was comfortable with the proposed changes, the item would be brought back for consideration at the next meeting. The Council discussed that the development would be maintained by an HOA, while the roads within the development would be public roads.

Council Member Swenson asked whether the City has anything in writing from UDOT confirming that the road would be realigned on the other side. Mrs. MacDonald stated that Staff has a copy of the plan that could be shown to the Council. Mr. Laws stated that although the City does not have a separate written agreement, Staff has been working with UDOT on signed plans.

The Council discussed visitor parking within the project, particularly on the west side where the additional units are proposed. Mrs. MacDonald explained that there are some parking areas shown on the plan and that the public streets would also allow on-street parking, although there may not be much room between driveways in some areas. The applicant noted that the townhomes have two-car garages and driveways, and Staff discussed the driveway lengths and parking requirements.

Mrs. MacDonald also explained that because 4500 West is no longer being realigned in the way originally anticipated, the applicant will now be required to install the landscaping buffer along 4500 West instead of paying a fee in lieu of that landscaping. Council Member Swenson clarified that this would include the sidewalk, fence, and landscaping. Council Members noted that the revised plan is an improvement from the prior condition because the area will be landscaped and maintained rather than remaining unimproved or weedy.

Council Members asked whether additional visitor parking could be added near the west end of the development to reduce the likelihood that visitors would try to park along 4500 West or along curved portions of the internal road. The applicant indicated that he could look at adding additional parking before the item returned for consideration. Mrs. MacDonald stated that any added parking should be placed as far back from the curve as possible and generally behind the units in a lower-traffic area.

The Council indicated that it was comfortable having the site plan amendment return for consideration at the next meeting, with the applicant looking at whether additional visitor parking could be added.

3. Other Items

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL April 7th, 2026

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

General Session 7:00 PM

Minutes for the West Point City Council General Session held on April 7, 2026, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 865 6518 4545 at <https://zoom.us/join> or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Chatterton, Council Member Annette Judd, Council Member Michele Swenson, Council Member Trent Yarbrough, and Council Member Jeremy Strong

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Ryan Wilde, Rick Scadden, Kyle Norton, Tim Gooch, Kurt Fowers, Marsha Fowers, Jared Hancock, Mark & Mary Montgomery, Travis Montgomery, Taz Montgomery, Tim & Amy Koster, Jennifer Struhs, Randee Bereece, Lee Brown, Edith Brown, Tami Yeoman, and Javier Sosa. No sign-in is required for those viewing online.

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

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – Reported that mosquito abatement cannot begin spraying until morning temperatures consistently remain above 50 degrees. She explained that the large mosquitoes residents are seeing are adult mosquitoes that came out of hibernation after the mild winter, and that spraying does not work effectively until temperatures are warmer. She stated that Mosquito Abatement is aware of the issue and will spray when conditions allow.

Council Member Chatterton – None

Council Member Strong – None

Mayor Vincent – None

5. **Communications from Staff**

Mr. Laws stated reported on the City’s Easter Egg Scramble held the previous Saturday. He stated that there was a great turnout, good weather, and that the event lasted about one minute. Mayor Vincent noted how quickly approximately 14,000 eggs were picked up. Staff also discussed video footage taken from the North Davis Fire District ladder truck during the event.

6. Citizen Comment

No comments received.

7. Recognition of Tim Koster, Marching Muskrats Band Director – Mayor Brian Vincent

Mayor Vincent invited Tim Koster to the podium and recognized him for his service as the director of the West Point City Marching Muskrats Band. He stated that Mr. Koster had served in that role for approximately nine to ten years, had been the band's first director, and had helped the program grow year after year. Mayor Vincent expressed the City's appreciation for Mr. Koster's work and stated that the City wanted to thank him for everything he has done as he steps away from the director role. Mr. Koster stated that he would continue to help as much as he could.

Randee Bereece, West Point City Arts Council Chair, also thanked Mr. Koster and stated that Mr. Koster and his wife had helped promote the arts in West Point before the Arts Council was formed. She stated that the Arts Council would continue carrying that work forward. Mayor Vincent presented Mr. Koster with a gift of appreciation, and the Council took a photo with him.

8. Consideration of Approval of West Point City Council Meeting Minutes:

a. January 20, 2026

b. February 17, 2026

Council Member Swenson motioned to approve the minutes from the above listed meeting dates

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously approved

9. Public Hearing Regarding a Rezone Request for Property Located at 2650 N 5500 W from A-5 to R-1 (Scadden, Applicant) – Mrs. Bryn MacDonald

Mayor Vincent opened the item with an explanation that the request before the Council was a rezone, or a change in land use, rather than approval of a final subdivision plat. He stated that the public hearing was intended to receive information the Council should consider regarding the proposed rezone.

Mrs. MacDonald presented the rezone request for the Ivy Meadows subdivision, located at approximately 2650 North 5500 West. She stated that the property is approximately 38 acres, is located in the newly annexed area of the City between 5000 West and 5500 West north of 2425 North, and is currently zoned A-5. The applicant is requesting R-1 zoning. Mrs. MacDonald explained that the application is vested under the General Plan that was in place when the application was submitted, which designated the property for R-1 development.

Mrs. MacDonald reviewed the concept plan, which showed 84 lots. She stated that the R-1 zone allows a density of 2.2 units per acre and that the proposed plan is approximately 2.19 units per acre. The R-1 zone requires a minimum lot size of 12,000 square feet, and the smallest proposed lots are approximately 13,000 square feet. She stated that the proposed concept plan meets the requirements of the R-1 zone.

Mrs. MacDonald explained that the Planning Commission held a public hearing on the application more than a year earlier. At that time, there were significant public comments and concerns regarding infrastructure in the newly annexed area. The applicant asked to be tabled while the City moved forward with infrastructure studies. After those studies were completed, the item returned to the Planning Commission in February, and the Planning Commission recommended approval of the rezone request based on that information.

Mrs. MacDonald also reviewed the associated development agreement. She stated that the agreement attaches the concept plan and requires the development to be similar in layout to that plan, with a maximum of 84 units. The agreement also includes the

City's standard architectural standards for the homes and does not include any exceptions for setbacks, density, or similar requirements. She explained that the main substantive portion of the agreement relates to infrastructure, including stormwater, sewer, and road improvements. The developer is responsible to construct all required onsite and offsite infrastructure, although there may be future reimbursement through impact fees or Davis County funds if those funds become available.

Mayor Vincent opened the public hearing. He invited West Point City residents to speak first and then invited comments from those living in the surrounding county area.

Jared Hancock – 5262 W 2425 N: Stated that his property is adjacent to the proposed development. He explained that although the hearing is about the rezone, the subdivision process has changed so that the Council may not see the detailed subdivision plan again. He stated that, in his opinion, the proposed layout is not a good fit for the area because the existing properties on the road have much larger lots and the area has historically been developed with larger parcels. He said he believes the proposed density is too high for the area and that West Point is running out of areas where larger lots can be preserved. Mr. Hancock also raised concerns regarding his irrigation ditch, which runs along the north side and across the middle of the area shown on the plan, and stated that he had not seen a plan for how it would be accommodated. He also stated that the proposed stub street to the south may not be in the best location for future connectivity and noted that UDOT access-spacing requirements on 5000 West could limit future access points.

Tammy Yeoman – Unincorporated Davis County: Stated that she lives in the unincorporated area near the proposed development and asked the Council to deny or table the rezone request. She stated that new development should be safe, fit with nearby homes, and have adequate roads, water, and services. She said the proposed R-1 zoning does not fit the surrounding rural and agricultural area, where many homes are on one-acre or larger lots, and that smaller lots would limit agricultural opportunities such as animals or farming. She also stated that the City's updated General Plan better matches the area and supports lower-density housing, and she asked the Council to consider A-20 zoning for a portion of the property and R-1 for the upper portion. Ms. Yeoman also raised concerns regarding culinary water capacity, road and traffic improvements, and whether the required roads and services would be in place before additional homes are built. She noted that she is not against development, but just wants it done the right way and urged the Council to choose carefully and thoughtfully.

Council Member Swenson motioned to close the public hearing

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

Council Member Swenson asked whether the required roads, sewer, water, and other improvements would be completed before building permits are issued. Mr. Davis stated that Staff anticipates all required work will be completed before any building permits are issued, although the schedule may be affected by the timing of any outside funding. Mr. Davis also stated that Hooper Water had indicated there is enough culinary water for the project.

Council Member Strong asked about the irrigation ditch and stub street concerns raised by Mr. Hancock. Mr. Davis stated that those were good points, but that the detailed design issues had not yet been addressed because the project was still at the rezone stage. He stated that irrigation, road locations, and access to neighboring properties would be reviewed during the preliminary plan process, and that some road locations may be adjusted as part of that review. Mr. Laws noted that developers often do not spend the time and money to fully engineer those details until they know the rezone has been approved.

The Council also discussed UDOT access spacing on 5000 West. Mr. Davis stated that the applicant will need a UDOT permit for the connection to 5000 West and that the connection must meet UDOT spacing requirements. He stated that Staff had reviewed the location and believed the proposed access met the 660-foot spacing requirement from 2425 North. Council Member Chatterton noted that because of State law changes, the Council does not see subdivision plats in the same way it previously did, and that the concept plan is used to help the Council understand how the property could develop under the requested zoning.

Council Member Swenson also discussed the question of the current General Plan designation. Staff explained that the application is being reviewed under the General Plan designation in place when the application was originally submitted because of the timing of the application and the infrastructure-related delay.

9.1. Consideration of Resolution No. 04-07-2026A, Approving a Development Agreement for 2650 N 5500 W

Council Member Swenson noted that the resolution included an incorrect reference to Matthew Levitt and stated that the name should be corrected to the appropriate applicant/developer for Ivy Meadows. Staff confirmed that the reference was a template error and could be corrected in the motion.

Council Member Chatterton motioned to approve Resolution No. 04-07-2026A, with the correction to the developer name as noted
Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

9.2. Consideration of Ordinance No. 04-07-2026A, Approving a Rezone of Property Located at 2650 N 5500 W from A-5 to R-1

Council Member Judd motioned to approve Ordinance No. 04-07-2026A

Council Member Yarbrough seconded the motion

Roll Call:

Council Member Swenson – Aye

Council Member Chatterton – Aye

Council Member Judd – Aye

Council Member Strong – Aye

Council Member Yarbrough – Aye

In Favor: All

Opposed: None

The Council unanimously agreed

10. Public Hearing Regarding a Rezone Request for Property Located at 4762 W 700 S from A-40 to R-1 (*Gardner Sunset Ridge, Applicant*) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for approximately 17 acres located at 4762 West 700 South. She stated that the property is currently zoned agricultural, the General Plan designation is R-1, and the applicant is requesting R-1 zoning. She reviewed the concept plan, which showed 37 lots at approximately 2.17 units per acre, just under the 2.2 units per acre allowed in the R-1 zone.

Mrs. MacDonald explained that more than 30 lots require a second access. The concept plan shows a future connection through the adjacent Carlisi property to the east, which Staff has also been discussing for development. She stated that until the second access is available through that adjacent property, the Gardner Sunset Ridge development would be limited to 30 lots in the first phase. She also reviewed stub streets to the north and west for future connections as adjacent properties develop.

Mrs. MacDonald stated that one of the significant issues for the project has been 700 South and whether it is a public road. She explained that a court recently determined that 700 South is a 66-foot-wide public right-of-way, which allows the project to move forward. She stated that 700 South would need to be improved before homes are built, and Mr. Davis would work with the applicant's engineers on the exact road design and how to make the improvements as manageable as possible for the property owners along the road.

Mr. Davis explained that the applicant would be required to install full improvements on the north side of 700 South, including curb, gutter, and sidewalk, and at least 28 feet of asphalt. Curb, gutter, and sidewalk on the south side would not be installed until the south property develops. He stated that the improvements would extend from 4500 West to the end of the applicant's developed lots, depending on phasing.

Council Members asked questions regarding the existing width of 700 South, the timing of improvements, and whether any concessions had been made for the Montgomery property near the corner. Mr. Davis stated that the existing road is approximately

15 to 20 feet wide and that detailed design considerations, including the area near the Montgomery property, would be addressed during the preliminary plan stage.

Mayor Vincent opened the public hearing.

Mary Montgomery – 696 South 4500 West: Stated that she had concerns about 700 South and the effect of the court finding that the road is part of the West Point City public road system. She stated that she believed the City has responsibilities for the road because of the court ruling and expressed frustration that Staff had not met with her about the lane. She also stated that a neighboring property had reportedly received a tax reduction from the County because it was on an undeveloped non-public access road. Ms. Montgomery further expressed concern that the City has been unfair to her family in prior road or drainage matters and that improvement of 700 South would affect trees and improvements that have been in place for many years.

Travis Montgomery – 696 South 4500 West: Raised concerns about the number of homes that could access 700 South and asked why Staff had previously discussed different lot limits. He also raised concerns about water, flooding, and the Great Salt Lake rising in the future. He stated that homes in nearby areas have experienced drainage problems during major rain events and asked what would be done to prevent flooding. Mr. Montgomery also asked about housing affordability, the effect of density on home values, road alignment, potential impacts to the family driveway and trees, fire access, and whether police services would be able to keep up with additional homes and traffic.

Tash Montgomery – 696 South 4500 West: Stated that he is concerned the area is being overdeveloped and that additional homes are creating sewer-related odors and other impacts. He expressed concern about development in an area he believes may flood if the Great Salt Lake rises and asked the Council to slow down and consider the natural conditions of the area.

Jennifer Struhs – 4630 West 700 South: Stated that she wanted her concerns on the record. She described the project and the adjacent Carlisi property as creating a “funnel” effect, with potentially 77 homes using one dirt lane and one dead-end access at 4500 West and 700 South until future connections are built. She stated that if an accident occurs at the top of the road, all of those families could be trapped. Ms. Struhs asked for a copy of any written alternative means and methods request required to justify the fire access determination. She also raised concerns about additional vehicle trips, the width of the road, sidewalk requirements, safety for nearby schools, and potential City liability if safety concerns are ignored. She asked the Council to table the item until a secondary remote access is approved.

Council Member Yarbrough motioned to close the public hearing

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

Council Member Yarbrough stated that he shared the concern regarding access. He acknowledged that the development would be limited to 30 homes until the Carlisi property connection is available, but stated that even then, the overall area would still have only one access point to 4500 West. Mr. Davis explained that Staff is relying on a letter from North Davis Fire District Fire Marshal, who determined that 700 South is considered a collector road and that 30 lots may be counted from each access point. Mr. Davis stated that the Fire Marshal is the authority who makes that determination.

Council Members discussed whether 700 South would function as a full collector road if only part of the roadway is improved at this stage. Council Member Strong stated that he was concerned about allowing that many lots to access a partially improved collector road. Council Member Swenson agreed and questioned whether the Fire Marshal’s determination would change if 700 South is not built to its full width. Mr. Davis stated that this was a good question and recommended that it be referred back to the Fire Marshal for clarification. Council Members also discussed examples of other partially improved roads in the City and whether construction, accidents, or utility breaks could block access without a detour.

Mayor Vincent asked about the statement that the Fire Marshal’s letter required fire sprinklers in each home. Mr. Davis explained that the language is a standard statement indicating that sprinklers are required if fire flow cannot meet 1,500 gallons per minute, but that Staff anticipates the development will be able to meet the fire flow requirement. A fire flow test would still need to be completed to verify that requirement.

10.1. Consideration of Resolution No. 04-07-2026B, Approving a Development Agreement for 4762 W 700 S

Council Member Chatterton motioned to table approval of the Development Agreement and Rezone until additional information is received from the Fire Marshal regarding fire safety and access.

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

10.2. Consideration of Ordinance No. 04-07-2026B, Approving a Rezone of Property Located at 4762 W 700 S from A-40 to R-1

Approval of the rezone was tabled in conjunction with previous motion to table the development agreement.

11. Public Hearing Regarding a Rezone Request for Property Located at 3381 W 300 N from A-40 to R-2 (Norton, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the rezone request for property located at 3381 West 300 North, diagonally across 300 North from City Hall. She stated that the property is approximately 1.1 acres and that the front portion of the lot is already zoned R-2, while the rear portion is zoned A-40. The applicant is requesting that the rear portion be rezoned to R-2 to match the front portion.

Mrs. MacDonald explained that the property is located within the Main Street Small Area Plan. She stated that the code requires the Council to determine whether the proposed rezone is consistent with the General Plan and the Main Street Small Area Plan. She reviewed the conceptual plan and stated that the applicant's intent is to create a flag lot in the future. She also stated that the Planning Commission had discussed whether the rezone would interfere with a future road shown in the Main Street plan and recommended approval because the proposal does not prevent the future road from being aligned in that area.

Council Members discussed the future road concept shown in the Main Street Small Area Plan. Mrs. MacDonald explained that because there are already existing homes along 300 North, the future road is unlikely to follow the conceptual plan exactly and could curve around existing development if needed.

Mayor Vincent opened the public hearing.

No comments were received.

Council Member Swenson motioned to close the public hearing

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

Council Member Swenson asked the applicant about the existing structure on the rear portion of the property. Kyle Norton, applicant, addressed the Council and stated that the structure is a metal shop and that his hope is to keep the shop and build a house to the north of it. Council Member Swenson asked about access to the future flag lot and whether there would be adequate spacing for the shop and future home. Mr. Norton explained that the existing front home has a driveway on the west side of the property, while the future flag lot would use an existing dirt driveway on the east side, which would be improved according to code. He also stated that there is a fire hydrant on the property to the east and that the proposed home would be within the required distance of that hydrant. Council Member Swenson also asked about a large tree on the property, and Mr. Norton stated that the tree is struggling and may be removed in the future.

11.1. Consideration of Ordinance No. 04-07-2026C, Approving a Rezone of Property at 3381 W 300 N from A-40 to R-2

The Council had no further questions or discussions.

Council Member Chatterton motioned to approve Ordinance No. 04-07-2026C

Council Member Yarbrough seconded the motion

Roll Call:

Council Member Strong – Aye

Council Member Swenson – Aye

Council Member Chatterton – Aye

Council Member Judd – Aye

Council Member Yarbrough – Aye

In Favor: All

Opposed: None

The Council unanimously agreed

12. Consideration of Resolution No. 04-07-2026C, Approving an Interlocal Agreement for the Davis County Stormwater Coalition– Mr.

Boyd Davis

Mr. Davis presented the interlocal agreement for the Davis County Stormwater Coalition. He explained that the agreement is renewed every five years and that West Point City has participated in the coalition for approximately 20 years. He stated that the cities in Davis County and Davis County work together through the coalition on stormwater permit requirements.

Mr. Davis explained that the coalition creates advertisements, produces flyers, provides training, and hires a teacher to provide stormwater presentations to fourth grade classes throughout the county. He stated that West Point City receives permit credit for the work performed by the coalition. The cost for West Point City to participate is approximately \$1,800, which has been budgeted. He stated that each participating city and the County will approve the interlocal agreement individually, and that the agreement does not create a new political entity.

The Council had no further discussion. Mayor Vincent clarified that Davis County is also part of the coalition, along with the cities.

Council Member Swenson motioned to approve Resolution No. 04-07-2026C

Council Member Strong seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

13. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn

Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2026:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER