



3200 W 300 N | WEST POINT, UT 84015

**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
APRIL 4TH, 2023
WEST POINT CITY HALL**

Mayor
Brian Vincent
Council
Gary Petersen, Mayor Pro Tem
Annette Judd • Jerry Chatterton
Brad Lee • Michele Swenson
City Manager
Kyle Laws

- **THIS PUBLIC MEETING WILL BE HELD IN-PERSON AT WEST POINT CITY HALL**
 - Please avoid entering if you have a fever of 100.4° or above, cough, trouble breathing, sore throat, or feel generally unwell
- **A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW**
 - Online: <https://us02web.zoom.us/j/81316436784> - Telephone: 1(669) 900-6833 – Meeting ID: 813 1643 6784
- **IF UNABLE TO ATTEND IN-PERSON, CITIZEN COMMENTS MAY BE EMAILED PRIOR TO carnold@westpointcity.org:**
 - Subject: Citizen Comment – 04/04/2023 City Council - Email: Must include Full Name & Address and a succinct statement

ADMINISTRATIVE SESSION – 6:00 PM

OPEN TO THE PUBLIC

1. Discussion Regarding the Land and Water Conservation Fund Grant – Mr. Boyd Davis pg. 4
2. Discussion Regarding a Development Agreement & Rezone of Property Located at 3230 W and 3250 W 300 N – Mrs. Bryn MacDonald pg. 8
3. Discussion Regarding the Site Plan for the Salt Grass Townhomes Located at Approximately 1800 N 4500 W – Mrs. Bryn MacDonald pg. 31
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 (Emailed comments received prior to the meeting using the instructions above will be read to the Council at this time)
 - 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. Appointment of Board Members to the West Point Arts Council - Mayor Brian Vincent
8. Consideration of Approval of Resolution No. 04-04-2023A, Approving an Interlocal Agreement with Davis County for Election Services – Ms. Casey Arnold pg. 41
9. Consideration of Approval of Resolution No. 04-04-2023B, Indicating the City Council's Support for the Land and Water Conservation Fund Grant – Mr. Boyd Davis pg. 4
10. Consideration of Approval of Resolution No. 04-04-2023C, Approving a Development Agreement with James Stanley Hall and Jeni S. Hall for Property Located at 3230 W 300 N – Mrs. Bryn MacDonald pg. 8
 - a. Public Hearing
 - b. Action
11. Consideration of Approval of Ordinance No. 04-04-2023A, Approving a Rezone of Properties Located at 3230 W and 3250 W 300 N from the R-2 to R-3 Residential Zone – Mrs. Bryn MacDonald pg. 8
 - a. Public Hearing
 - b. Action
12. Public Hearing Regarding the Annexation of Properties in the Area of Approximately 700 S 4500 W into the Boundaries of West Point City – Mr. Kyle Laws / Ms. Casey Arnold pg. 55
13. Consideration of Approval of Ordinance No. 04-04-2023B, Approving the Annexation of Properties in the Area of Approximately 700 S 4500 W into the Boundaries of West Point City and Designating the Zoning of Said Properties as an R-1 Residential Zone – Mr. Kyle Laws / Ms. Casey Arnold pg. 55
14. Motion to Adjourn the General Session

Posted this 31st day of March, 2023:

Casey Arnold
Casey Arnold, City Recorder

If you plan to attend this meeting and, due to disability, will need assistance in understanding or participating, please notify the City at least 24 hours prior and we will seek to provide assistance.

TENTATIVE UPCOMING ITEMS

Date: **04/18/2023**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Presentation by Davis County Commissioner Randy Elliott
2. West Point City Council Essay Contest Winners – Mayor Brian Vincent

Date: **06/06/2023**

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Discussion Regarding the FY2024 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

CDRA – 7:00 pm

1. Consideration of Approval of Resolution No. R06-06-2023A, Approving the FY2024 Tentative Budget for the CDRA of West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 06-06-2023A, Approving the FY2024 Tentative Budget – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

Date: **05/02/2023**

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Discussion Regarding the FY2023 Amended Budget and FY2024 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update

Date: **06/20/2023**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2023 Final Budget for West Point City and the 2023 Property Tax Rate – Mr. Ryan Harvey

CDRA – 7:00 pm

1. Consideration of Approval of Resolution No. R06-20-2023A, Approving the FY2024 Final Budget for the CDRA of West Point City – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action

General Session – 7:00 pm

1. Consideration of **

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 05-16-2023A, Approving the FY2023 Amended Budget – Mr. Ryan Harvey
 - a. Public Hearing
 - b. Action



WEST POINT CITY

2023 CALENDAR

2023

IMPORTANT DATES

JANUARY

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

JULY

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

JANUARY

2	New Year's Observed-CLOSED
3	City Council - 6 PM
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
16	MLK Jr. Day - CLOSED
17	City Council - 6 PM
24	Council/Staff Lunch - 11:30 AM
26	Planning Commission - 6 PM

JULY

3 & 4	PARTY AT THE POINT EVENTS
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
14	MOVIE IN THE PARK - DUSK
18	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED
27	Planning Commission - 6 PM

FEBRUARY

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

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		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		

MARCH

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

SEPTEMBER

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

FEBRUARY

7	City Council - 6 PM
9	Planning Commission - 6 PM
10-11	City Council Planning & Visioning Session
14	Senior Lunch - 11:30 AM
20	President's Day - CLOSED
21	City Council - 6 PM
23	Planning Commission - 6 PM

AUGUST

1	City Council - 6 PM
5	MOVIE IN THE PARK - DUSK
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
15	City Council - 6 PM
18	Summer Social - 6:30 PM
24	Planning Commission - 6 PM

APRIL

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

OCTOBER

4	City Council - 6 PM
8	EASTER EGG HUNT - 10 AM
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
15	MISS WEST POINT PAGEANT - 7 PM
18	City Council - 6 PM
21-22	ANNUAL SPRING CLEAN-UP
27	Planning Commission - 6 PM

OCTOBER

3	City Council - 6 PM
5	CEMETERY CLEANING
9	Employee Training - CLOSED
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
17	City Council - 6 PM
21	HALLOWEEN CARNIVAL 6-8 PM
24	Council/Staff Lunch - 11:30 AM
26	Planning Commission - 6 PM
TBD	ANNUAL FALL CLEAN-UP

MAY

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

MAY

2	City Council - 6 PM
4	CEMETERY CLEANING
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
23	Council/Staff Lunch - 11:30 AM
25	Planning Commission - 6 PM
29	Memorial Day - CLOSED
TBD	WEST POINT CITY DAY OF SERVICE

NOVEMBER

7	ELECTION DAY
9	Planning Commission - 6 PM
10	Veterans Day - CLOSED
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23/24	Thanksgiving - CLOSED
27	CITY HALL LIGHTING - 6 PM

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	
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						

JUNE

6	City Council - 6 PM
8	Planning Commission - 6 PM
9	MOVIE IN THE PARK - DUSK
13	Senior Lunch - 11:30 AM (Loy Blake)
19	JUNETEENTH - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM

DECEMBER

1	Christmas Party - 7 PM
5	City Council - 6 PM
6	CHILD REMEMBRANCE - 7 PM
7	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
19	City Council - 6 PM
21	Planning Commission - 6 PM
22	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED

CITY COUNCIL STAFF REPORT

Subject: LWCF Grant
Author: Boyd Davis
Department: Engineering
Meeting Date: April 4, 2023



Background

The Utah Department of Outdoor Recreation oversees the Land and Water Conservation Fund (LWCF) Grant program. This grant can be used for the acquisition and development of park space that is intended for outdoor recreation. Staff has been asked to submit an application to help fund the proposed park space adjacent to the new Jr. High. One of the requirements of the grant is a resolution of the City Council in favor of the grant.

Analysis

The LWCF Grant is a 50/50 matching grant. The cost estimate to acquire the property and develop the space is \$2,960,499.0. Staff is requesting \$1,480,249.50 in grant funds.

Park Costs (10.3 acre option)	
Item	Cost
Land 10.3 acres	\$ 1,854,000.00
Fencing north & south ends	\$ 57,990.00
Fencing east side	\$ 76,060.00
Sod & Irrigation	\$ 972,449.00
Total	\$ 2,960,499.00
Grant Request (50%)	\$ 1,480,249.50

The grant has several stipulations that the City Council should be aware of before proceeding:

- The grant requires a perpetual open-space easement on any park space funded by the grant. The easement can never be removed.
- The property must be maintained properly and is subject to inspection in the future.
- The property must be open to the use of the public at all times. The City cannot make a sharing agreement with the school.
- The grant funds are paid as a reimbursement. The City will need to pay up front and the funds will be sent later.

If the Council is agreeable to the terms of the grant, then a resolution must be approved and submitted with the application.

Recommendation

While Staff recommends approval and moving forward with the application, there are some requirements that must be seriously considered. Primarily the restriction that the easement can never be removed and

possibly the restriction that the City cannot enter into a sharing agreement with the school. While we would still be able to share the space and allow the school to use it, we cannot have a formal agreement that governs or restricts access to the general public.

Significant Impacts

- Perpetual open-space easement that can never be removed.
- Our property and park is subject to inspection by the Utah Department of Outdoor Recreation at any time in perpetuity.
- The City cannot enter into a “Sharing Agreement” with the school.

Attachments

Resolution

Map

RESOLUTION NO. 04-04-2023B

**A RESOLUTION SUPPORTING AN APPLICATION
FOR THE LAND AND WATER CONSERVATION FUND
GRANT PROGRAM ON BEHALF OF WEST POINT CITY**

WHEREAS, West Point City plans to purchase property and develop a park adjacent to the new Jr. High School now under construction; and

WHEREAS, the subject property is intended to be used as park space that will be open and available for the use of the public; and

WHEREAS, The Land and Water Conservation Fund grant program is intended to fund park acquisition and development projects; and

WHEREAS, The City Council has reviewed the requirements of the grant, including the requirement to place a perpetual easement on the property.

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

1. The City Council supports the application for funding through the LWCF grant program.
2. Staff is hereby authorized prepare and submit the grant application.
3. The Mayor is hereby authorized to sign the application.

PASSED AND ADOPTED this 4th day of April, 2023.

**WEST POINT CITY,
A Municipal Corporation**

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



VCBO
ARCHITECTURE
510-274-6642
SALT LAKE CITY, UT 84101
VCBO.COM



VCBO NUMBER: 20390
CLIENT NUMBER: 00000
DATE: 5 JANUARY 2023

GENERAL SITE PLAN NOTES

- GRADING AT THE BUILDING SHALL HAVE A 5% MINIMUM SLOPE AWAY FROM THE BUILDING FOR A MINIMUM OF 10'-0". UNCO. CONCRETE SHALL BE SLOPED 2% AWAY FROM BUILDING. IBO 2012 SECTION 1804.3
- FOUNDATION TO BE 6" ABOVE FINISHED GRADE UNCO.
- ALL CONNECTIONS FROM CITY STREETS TO THE BUILDING ARE TO BE PROVIDED UNDER THIS CONTRACT. CONTRACTOR TO VERIFY CITY STANDARDS FOR ROAD, CURB, UTILITY AND SIGNAGE REQUIREMENTS
- ALL EXTERIOR SIDEWALKS, STAIRS AND LANDINGS TO HAVE POSITIVE DRAINAGE BUT NO MORE THAN A MAXIMUM OF 1" SLOPE PER FOOT TO ALLOW POSITIVE DRAINAGE. ALL STAIRS AND RAMPS TO HAVE A LANDING OF 48 INCHES LONG AT THE TOP AND BOTTOM WITH A MAXIMUM SLOPE OF 1/4" PER FOOT. ALL REBAR IN EXTERIOR APPLICATIONS TO BE EPOXY COATED.
- ALL HARSCAPE TO BE A MINIMUM OF 4" THICK AND ENTRAINED CONCRETE OVER 6" ROAD BASE UNCO. AND ALL SIDEWALKS SHALL BE NO LESS THAN 5'4" WIDE.
- FINISH GRADE OF HARSCAPE SHALL BE 2" UNIFORMLY BELOW FACING SURFACES UNLESS NOTED OTHERWISE.
- 12" X 4" CONTINUOUS MINIMUM CONCRETE MOW STRIP TO BE PROVIDED AROUND ENTIRE BUILDING EXCEPT WHERE CONCRETE SIDEWALKS OR PLANTERS OCCUR. SEE DETAIL CHAS591.
- LIGHT POLE BASE IN ALL LANDSCAPE LOCATIONS TO BE 6" ABOVE FINISHED GRADE. BE LOCATED AT LEAST 30' FROM FACE OF POLE BASE TO BACK OF CURB AND HAVE A CONCRETE MOW STRIP PER DETAIL D18581. VERIFY LOCATION ON SITE WITH ARCHITECT PRIOR TO ANY INSTALLATION.
- LIGHT POLE BASE IN ALL PAVED LOCATIONS TO BE 36" ABOVE FINISHED GRADE. VERIFY LOCATION ON SITE WITH ARCHITECT PRIOR TO ANY INSTALLATION.
- COORDINATE ORIENTATION OF FIRE HYDRANT OUTLETS WITH THE FIRE MARSHALL'S OFFICE PRIOR TO THE FINAL INSTALLATION OF THE HYDRANT ASSEMBLY.

SITE MATERIALS LEGEND



LINE TYPES & SYMBOLS LEGEND

	4'-0" BLACK VINYL COATED CHAINLINK FENCE
	6'-0" BLACK VINYL COATED CHAINLINK FENCE
	6'-0" GALVANIZED CHAINLINK FENCE
	10'-0" BLACK VINYL COATED CHAINLINK FENCE
	10'-0" GALVANIZED CHAINLINK FENCE
	PROPERTY LINE
	LINE INDICATING FIRE LANE. NO PAINT. REFER TO SITE SIGNAGE #700 FOR FIRE LANE SIGNS
M1	8" WIDE CONCRETE MOW STRIP FOR SYNTHETIC TURF SYSTEM - SEE DETAILS C1&C2/AB602
M2	9" WIDE CONCRETE MOW STRIP
M3	12" WIDE CONCRETE MOW STRIP
B1	CONCRETE BENCH TYPE 1 - SEE DETAIL E1/A502
B2	CONCRETE BENCH TYPE 2 - SEE DETAIL D1/A502

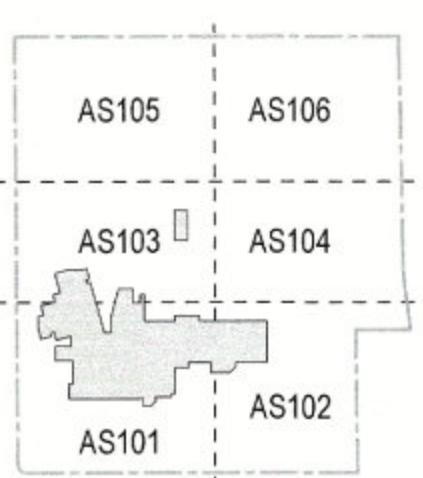
KEYED NOTES

2100.0 RECESSED WALL MOUNTED KNOX BOX - DO NOT SURFACE MOUNT
3300.0 FIRE HYDRANT ASSEMBLY. SEE CIVIL

PARKING COUNTS

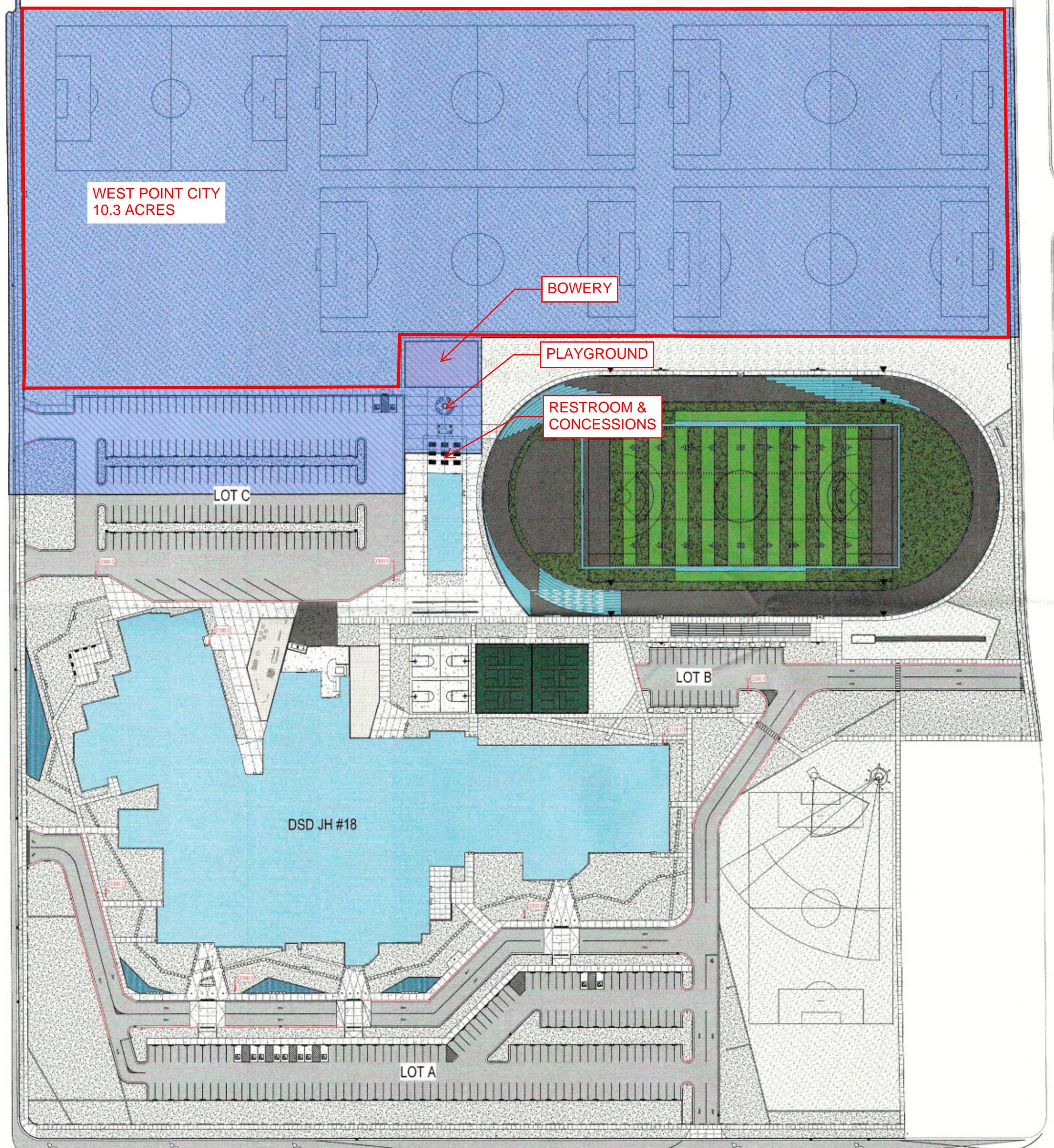
	STANDARD	ADA	BUS	TOTAL
LOT - A	191	10	-	171
LOT - B	168	2	7	177
TOTAL	357	12	7	376

KEY PLAN - SITE



JUNIOR HIGH #18
DAVIS SCHOOL DISTRICT
PROJECT ADDRESS: 4500 W 800 S, WEST POINT, UT

CONFORMED DOCUMENTS



CITY COUNCIL STAFF REPORT

Subject: Public Hearing – Rezone and development agreement – 3230 W 300 N
Author: Bryn MacDonald
Department: Community Development
Date: April 4, 2023



Background

The applicant, Matt Levitt who represents Stan & Jeni Hall, is requesting a rezone on the property located at 3230 W and 3250 W 300 N from R-2 Residential to R-3 Residential. The subject property consists of 3.64 acres split between two parcels. There is an existing home on each parcel. The property is currently zoned R-2. The General Plan identifies this property as R-3 Residential.



West Point City General Plan Map

Adopted May 17, 2022

R-1	(RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
R-2	(RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
R-3	(RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
R-4	(RESIDENTIAL 8.0 UNITS PER ACRE)
R-5	(RESIDENTIAL 20 UNITS PER ACRE)
A-40	(AGRICULTURAL 1 UNIT PER ACRE)
A-5	(AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER 5 ACRES)
N-C	(NEIGHBORHOOD COMMERCIAL)
C-C	(COMMUNITY COMMERCIAL)
R-C	(REGIONAL COMMERCIAL)
P-O	(PROFESSIONAL OFFICE)
R/I-P	(RESEARCH AND INDUSTRIAL PARK)
PARKS / RECREATIONAL	
PUBLIC / INSTITUTIONAL	

Process

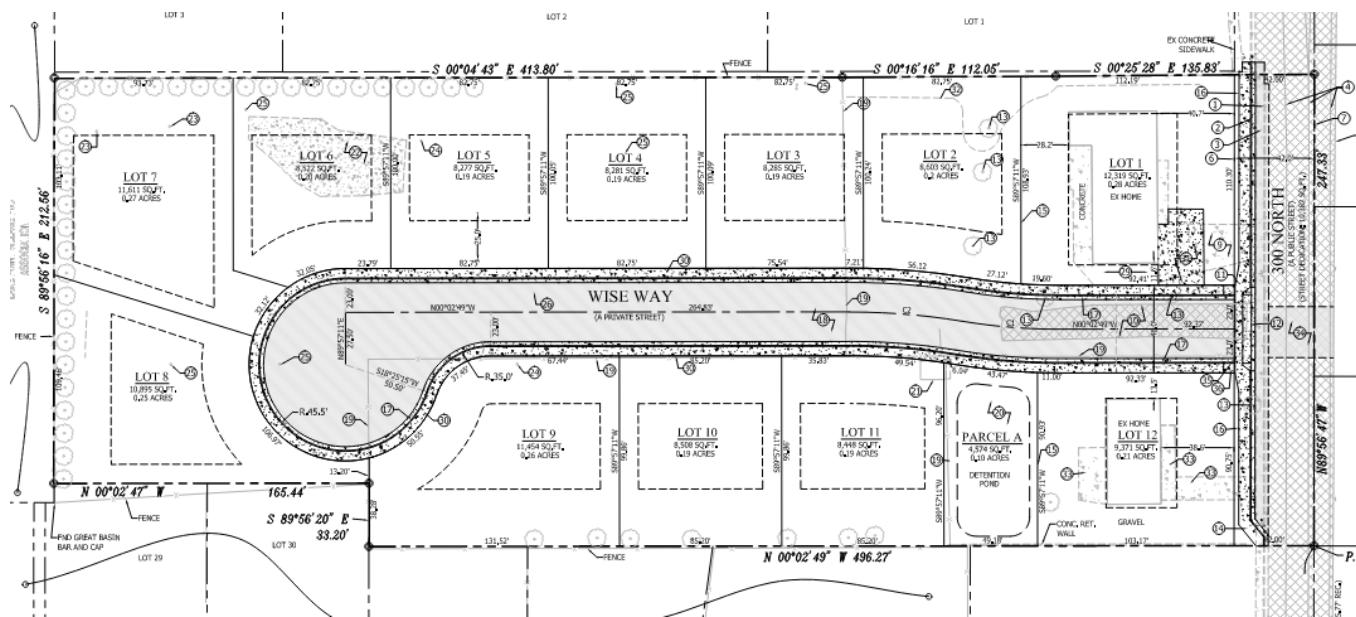
Rezone requests are a legislative action. In legislative matters, the Planning Commission and City Council have broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. As part of the rezone application process, the City Council has requested applicants submit a concept plan and a development agreement.

The rezone requires a public hearing and recommendation from the Planning Commission, before a final decision is made by the City Council. Since the development agreement seeks to vary from any requirements of the zoning ordinance, it must also have a public hearing and recommendation from the Planning Commission. The Planning Commission held a public hearing on January 26, 2023, and recommended approval of the rezone and the development agreement.

Analysis

The R-3 zone (3.6 units/acre) would allow up to 13 lots on the property. The applicant has submitted a concept plan with 12 lots. The applicant has also submitted a development agreement to be approved along with the zoning. The plan requires several variations from the R-3 code requirements:

1. Lot widths that are 82 feet wide, instead of the 85 foot minimum required.
2. Lot depths that are 99 feet, instead of the required 100 feet minimum.
3. A minimum lot size of 8,200 square feet, instead of the required 9,000 square feet.
4. A 46-foot private street, with a cross section consisting of 31 feet of asphalt, 5 foot of curb and gutter, and a 5-foot sidewalk on each side of the street.
5. Ten (10) foot corner lot side yards for the two existing homes presently addressed as 3230 West and 3250 West and shown on the Concept Plan as lots 1 and 12.
6. The flag lot, shown as lot 7, is allowed to be 11,611 square feet, instead of the required 13,500.



In addition to the code exceptions, the developer is proposing greater landscaping and architectural standards in the development. This includes 2 trees on each lot, 40% brick or stone on each front elevation, and minimum home sizes.

The concept plan will be attached to the development agreement; however, the developer will still be required to go through the subdivision process if the zoning and development agreement are approved. The subdivision still has to meet all other zoning and engineering requirements.

During the meeting on February 21, the Council had questions about the proposed flag lot. The applicant submitted site plans showing how homes would fit on the flag lot. The Council also had questions about the existing driveways on 300 North. The applicant has been working with UDOT to determine if the existing driveways can stay where they are or if they need to be reoriented to access the new private road.

Recommendation

This item is on for public hearing and possible consideration of approval. The Planning Commission recommended approval of the rezone to R-3 and the development agreement.

Attachments

Application
Concept Plan
Draft Development Agreement
Resolution
Ordinance



West Point City
3200 W 300 N
West Point, UT 84015
www.westpointcity.org
Phone: 801-776-0970

REZONE APPLICATION

APPLICATION DATE: 12-29-2022

APPLICANT NAME: James S. & Teri Hall

MAILING ADDRESS: 3230 W. 300 N. West Point UT 84015

APPLICANT'S EMAIL ADDRESS: jstanhall@msn.com

APPLICANT PHONE NUMBER: 801-510-8523

REZONE PROPERTY ADDRESS: 3230 W. and 3250 W. 300 N. W. P

REZONE PARCEL ID NUMBERS: 14-048-0041 and 14-048-0120

TOTAL ACRES: 3.61

CURRENT ZONING: R-2/A-1

PROPOSED ZONING: R-3

LEGAL DESCRIPTION (MAY ATTACH COPY)

(see attached)

PURPOSE OF REZONE REQUEST: to expedite sale

AFFIDAVIT: (SEE PAGE 2)

OFFICE USE ONLY

FEES FOR REQUEST: \$250 DATE PAID: _____ RECEIPT NUMBER: _____

Check #: _____

Credit/Debit Card

Cash

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COUNCIL ACTION: _____ DATE: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
COUNTY OF Davis)

I/WE James S. & Jeni Hall, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN APPLICATION AND THAT THE STATEMENTS HEREIN CONTAINED AND THE INFORMATION PROVIDED IDENTIFIED IN THE ATTACHED PLANS AND/OR OTHER EXHIBITS ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE ALSO ACKNOWLEDGE THAT I/WE HAVE RECEIVED WRITTEN INSTRUCTIONS REGARDING THE PROCESS FOR WHICH I AM APPLYING AND WEST POINT CITY STAFF HAVE INDICATED THEY ARE AVAILABLE TO ASSIST ME/US IN MAKING THIS APPLICATION.

James S. Hall
Signature of Property Owner

Jeni Hall
Signature of Property Owner

Subscribed and sworn to me this 29th day of December 2022

Linda Webb
Notary Public

Residing in: West Point City Hall

My Commission Expires: 10/01/2023



Agent Authorization

I/WE Matt Heavith, BEING DULY SWORN, DEPOSE AND SAY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY IDENTIFIED IN THE APPLICATION AND I/WE AUTHORIZE AS MY/OUR AGENT(S) Linda Webb TO REPRESENT ME/US REGARDING THIS APPLICATION AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN WEST POINT CITY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE ATTACHED APPLICATION.

James S. Hall
Signature of Property Owner

Jeni Hall
Signature of Property Owner

Subscribed and sworn to me this 29th day of December 2022

Linda Webb
Notary Public

Residing in: West Point City Hall

My Commission Expires: 10/01/2023



(Attachment)

PROPERTY IDENTIFICATION			
Parcel #	14-048-0041	State	UTAH
Township/Range/Section	—	Latitude	41.118769
County	DAVIS	Longitude	-112.088386
Legal Description	BEG AT THE SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T5N-R2W, SLB&M; SD PT BEING LOC S 89°56'47" E 1327.98 FT FR THE S 1/4		

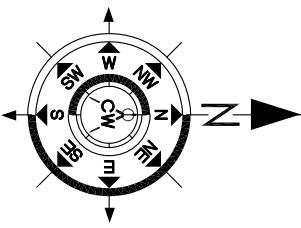
OWNER INFORMATION			
Owner Name	HALL, JAMES STANLEY & JENI S - (TRUSTEES)	Property State	UT
Owner Occupied ?	Y	Property Zip	84015-7436
Ownership Status	TRUST	Billing Address	3250 W 300 N
Property Address	3250 W 300 N	Billing City	WEST POINT
Property City	WEST POINT	Billing State	UT
		Billing Zip	84015-7436

PROPERTY IDENTIFICATION			
Parcel #	14-048-0120	State	UTAH
Township/Range/Section	—	Latitude	41.119065
County	DAVIS	Longitude	-112.087989
Legal Description	BEG AT TH SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T5N-R2W, SLB&M; SD PT BEING LOC S 89°56'47" E 1427.76 FT FR THE S 1/4		

OWNER INFORMATION			
Owner Name	HALL, JAMES STANLEY & JENI S - (TRUSTEES)	Property State	UT
Owner Occupied ?	Y	Property Zip	84015-7436
Ownership Status	TRUST	Billing Address	3230 W 300 N
Property Address	3230 W 300 N	Billing City	WEST POINT
Property City	WEST POINT	Billing State	UT
		Billing Zip	84015-7436

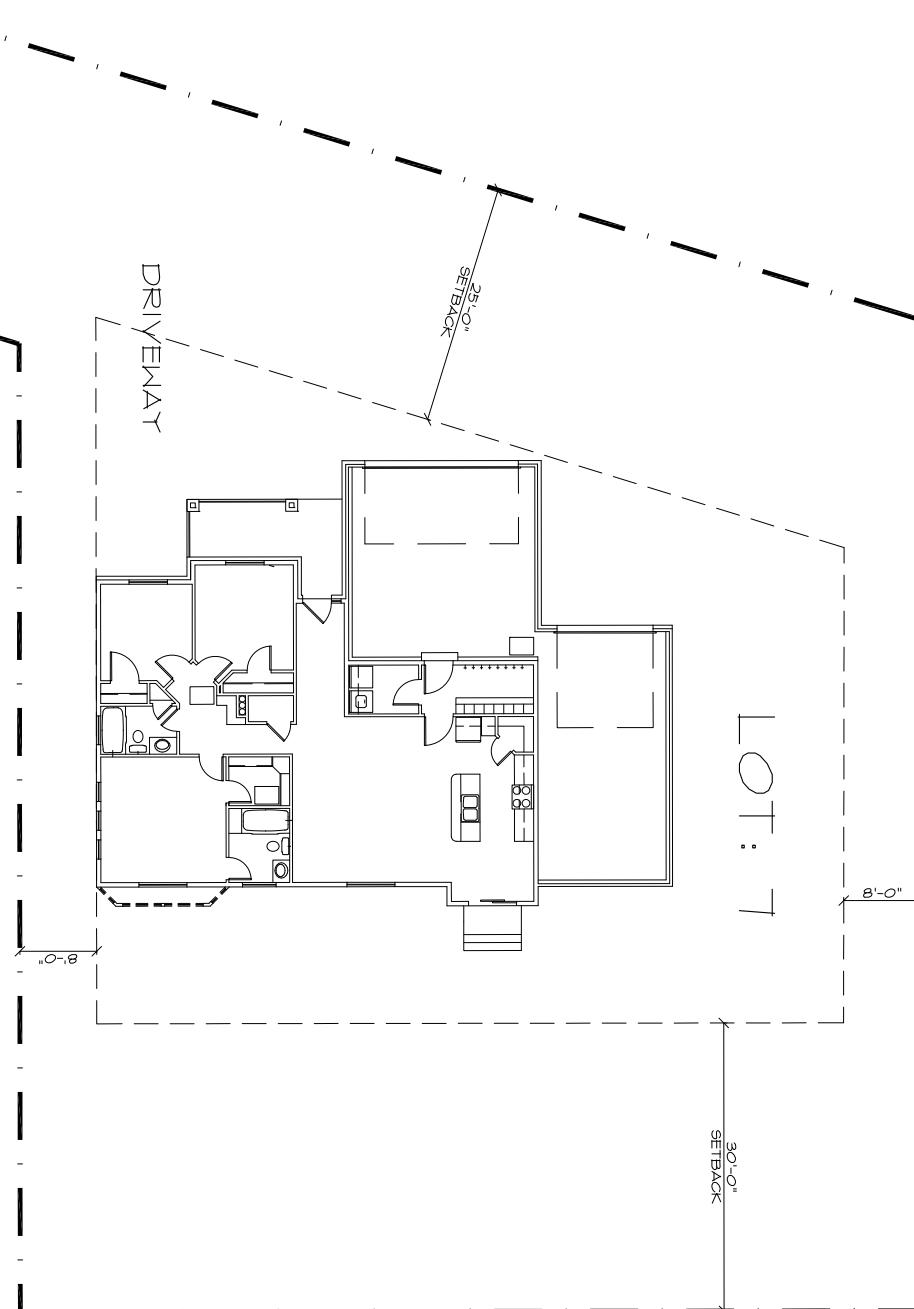
SCALE: 1" = 20'

MATT LEAVITT
LOT #7 HALL HAVEN
WEST POINT, UTAH



R-1336-18UE

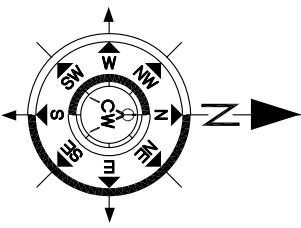
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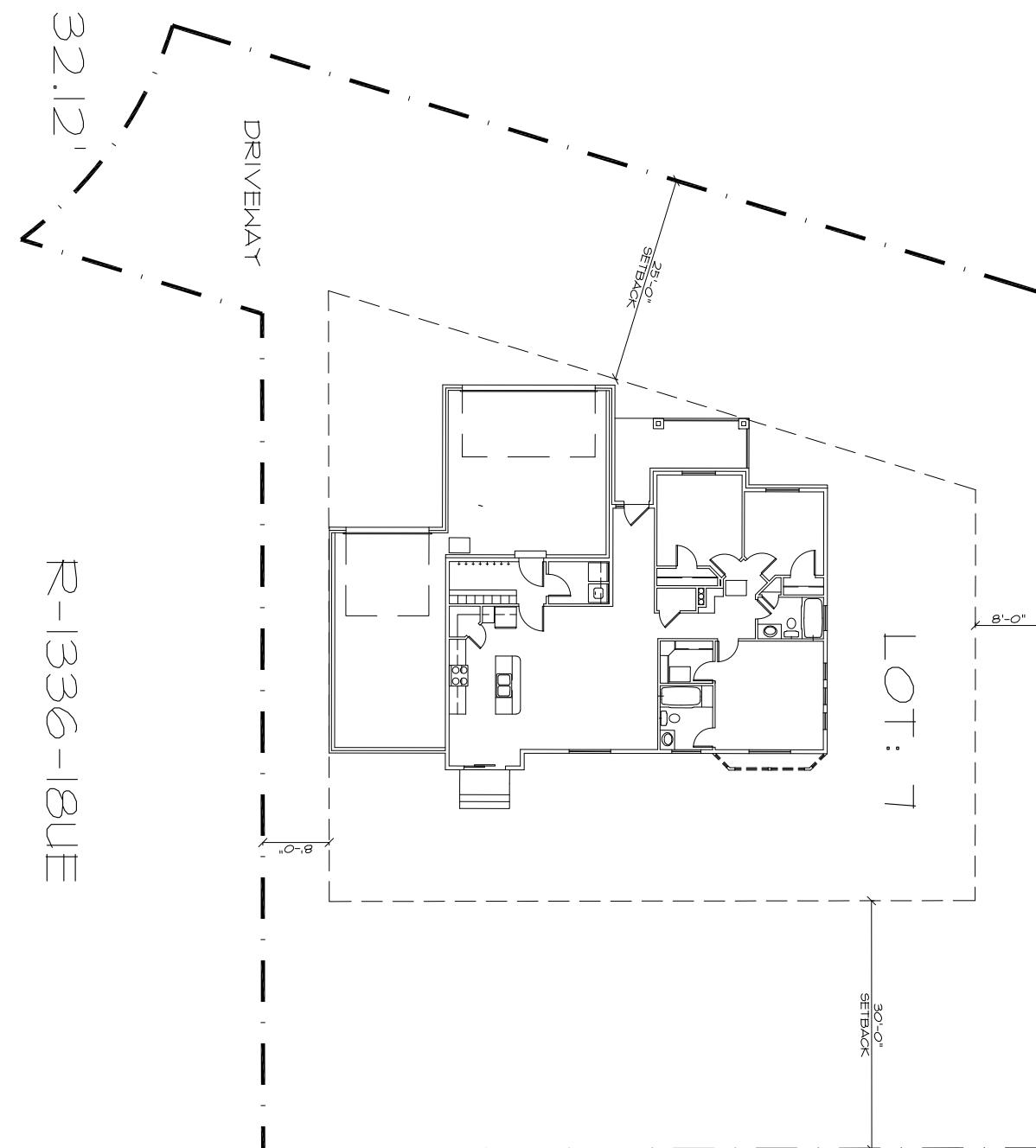
S 00°04'43" E
93.73'

SCALE: 1" = 20'

MATT LEAVITT
LOT #7 HALL HAVEN
WEST POINT, UTAH



R-1336-18UE



93-73
S 00°04'43" E

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND JAMES STANLEY HALL AND JENI S. HALL
TRUST (3230 West and 3250 West 300 North)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this _____ day of _____, 2023 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and JAMES STANLEY HALL & JENI S. HALL TRUST (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 (Residential) to R-3 (Residential), of certain property located at 3230 West and 3250 West 300 North and contained by the following tax identification numbers: 14-048-0120 and 14-048-0041 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 3.61 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

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

WHEREAS, the City has considered the overall benefits of developing the Subject Area a to allow for slight variations in in the R-3 code requirements in exchange for improved home construction standards, landscaping, and maintenance requirements pertaining to the Subject Property; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Area in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that General Plan; and

WHEREAS, City is willing to grant R-3 zoning approval for the Subject Area as shown on the Concept Plan subject to Master Developer agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

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

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

1

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

1.7 “Subject Area” shall have the meaning set forth in the Recitals hereto.

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 includes 3.61 acres R-3 zoning (Single-Family Residential) zoning;

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

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

ARTICLE III

CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the rezone of the Subject Area from its present zoning of R-2 to R-3 zoning, with an effective date no sooner than the effective date and adoption of this Agreement by the City Council, and shall hold a public hearing and follow the process outlined in the City Code before rezoning the property. If the rezone is not approved, then this Agreement shall be null and void. Any zoning amendment shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City to make such changes at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City shall allow the following exceptions to the zoning code standards, as shown on the attached Concept Plan:

- 3.2.1 Minimum lot width of 82 feet;
- 3.2.2 Minimum lot depth of 99 feet;
- 3.2.3 Minimum lot size of 8,200 square feet;
- 3.2.4 A 46-foot private street, with a cross section consisting of 31 feet of asphalt, 5 feet of curb and gutter, and a 5-foot sidewalk on each side of the street.
- 3.2.5 Ten (10) foot corner lot side yards for the two existing homes presently addressed as 3230 West and 3250 West and shown on the Concept Plan as lots 1 and 12.
- 3.2.6 The flag lot, shown as lot 7, is allowed to be 11,611 square feet.

ARTICLE IV **MASTER DEVELOPER' UNDERTAKINGS**

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

4.1 Trees. Master Developer shall plant or cause to be planted trees two trees in the front yard of each lot, pursuant to the City's ordinance and approved list of trees. The trees shall be planted as part of the front yard landscaping.

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

4.1.1 The creation of a homeowners' association with bylaws to maintain the common areas of the applicable subdivision.

4.1.2 The following restrictions on single family dwellings:

- i. Front facades to be at least 40% brick, rock or stone, with the remainder of the front façade to be hard paintable siding or stucco.
- ii. 3 ft. wainscot or 33 % of the total wall height of brick or rock on sides of the home.
- iii. Minimum square footage of 1,450 sq. ft. on main level for rambler style homes.
- iv. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.

- v. Minimum square footage of 1,650 sq. ft. for one story, slab on grade style homes.
- vi. All homes must have a 6-12 pitched roof for 75% of the roof area.
- vii. All homes shall have a minimum of a 2-car garage.
- viii. No vinyl siding will be allowed.

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

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

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

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

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

ARTICLE VI REMEDIES

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

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

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

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

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

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

ARTICLE VII **VESTED RIGHTS—INFRASTRUCTURE IMPROVEMENTS**

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City’s reserved legislative powers under Section 7.2, below.

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

the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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 each applicable Project, including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

7.3.2 Third Party Service Providers. City will only be the service provider of the [INSERT] culinary water, and storm drainage facilities to service each applicable Project. Master Developer or the applicable Project Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers (including, but not limited to, Rocky Mountain Power, Questar Gas and [INSERT]) that are necessary to service any Project. City shall reasonably cooperate, as necessary, in seeking approval and permits from such third party service providers.

7.3.3 Maintenance of Private Roads and Improvements. Master Developer or the applicable Project Developer shall have the duty to maintain or cause to be maintained all private roads and areas designated as such on subdivision plats that are located on the Subject Area.

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: James Stanley Hall & Jeni S. Hall Trust
3230 West 300 North
West Point, Utah 84015
jstanhall@msn.com

To City: WEST POINT CITY CORPORATION
3200 West 300 North

West Point, Utah 84015

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by

their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

Brian Vincent, Mayor

ATTEST:

CASEY ARNOLD, City Recorder

James Stanley Hall & Jeni S. Hall Trust

James Stanley Hall, Trustee

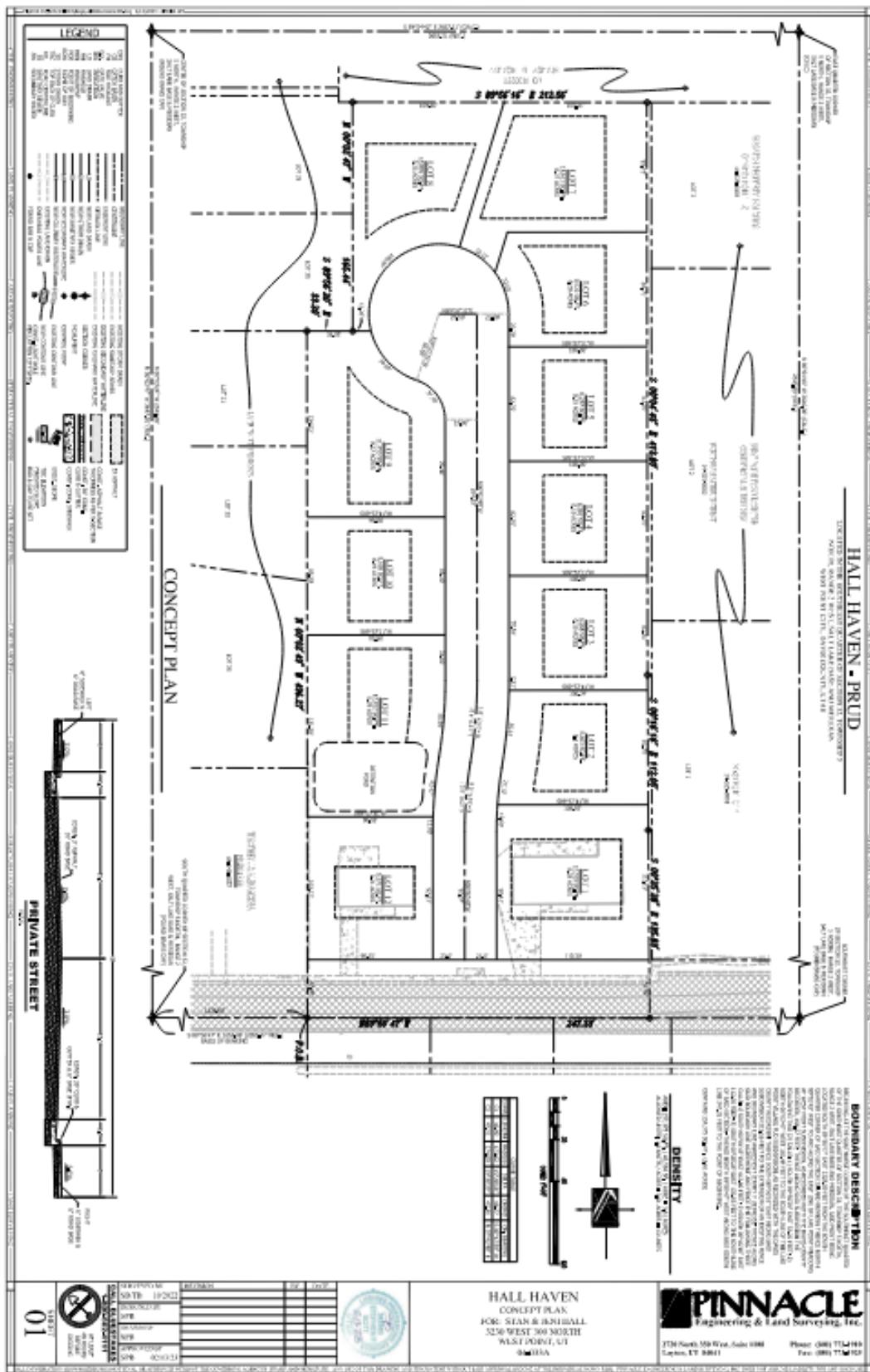
Jeni S. Hall, Trustee

EXHIBIT A

Legal Description of Property

EXHIBIT B

Concept Plan



RESOLUTION NO. 04-04-2023**

**A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT BETWEEN
WEST POINT CITY AND JAMES STANLEY HALL AND JENI S. HALL TRUST
(3230 WEST AND 3250 WEST 300 NORTH)**

WHEREAS, James Stanley Hall & Jeni S. Hall Trust (“Owner”) is the current owner of real properties located at 3230 West 300 N and 3250 West 300 North and identified by the Davis County, UT following tax identification numbers: 14-048-0120 and 14-048-0041; and

WHEREAS, West Point City desires to enter into a developer’s agreement with the Owner; and

WHEREAS, West Point City and the Owner, 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 Developer’s 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 4th day of April, 2023

**WEST POINT CITY,
A Municipal Corporation**

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

ORDINANCE NO. 04-04-2023A

**AN ORDINANCE REZONING PROPERTIES
LOCATED AT 3230 W 300 N AND 3250 W 300 FROM THE
R-2 RESIDENTIAL ZONE TO THE R-3 RESIDENTIAL ZONE**

WHEREAS, the West Point City Council, for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City”) has received a request to rezone certain properties located at 3230 W 300 N and 3250 W 300 N, identified by Davis County, UT as Parcel ID Numbers 14-048-0120 and 14-048-0041, and more particularly described herein as Exhibit A; 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 request; and,

WHEREAS, the City Council, after due consideration of said rezone request, 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. Rezone of Subject Properties: The subject properties described in Exhibit A and as shown on the current West Point City Zoning Map are hereby rezoned and the Zoning Map amended by removing the properties from the R-2 – Residential zones and placing the properties in the R-3 – Residential zones.

SECTION TWO. Ordinances to Conform with Amendments: The West Point City Community Development Director 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 4th day of April, 2023

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold
City Recorder

EXHIBIT A

Parcel:

14-048-0120

Legal Description:

BEG AT THE SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T5N-R2W, SLB&M; SD PT BEING LOC S 89[^]56'47" E 1427.76 FT FR THE S 1/4 COR OF SD SEC 32; & RUN TH TO & ALG & EXIST FENCE THE FOLLOWING THREE (3) CALLS: 1) N 00[^]02'49" W 195.67 FT, 2) N 00[^]19'15" W 300.59 FT, 3) N 89[^]56'16" W 65.15 FT TO THE E LINE OF LAKE POINT MEADOWS AT WEST POINT SUB; TH N 00[^]02'47" W ALG SD SUB 165.44 FT TO THE S LINE OF THE LAKE POINT VILLAGE PUD SUB; TH S 89[^]56'16" E ALG SD SUB 212.67 FT TO THE EXTENSION OF AN EXIST FENCE & BNDRY LINE AGMT, RECORDED AS E# 2834035 BK 6146 PG 239-245; TH ALG SD BNDRY LINE AGMT & FENCE THE FOLLOWING THREE CALLS: 1) S 00[^]04'43" E 413.80 FT; 2) S 00[^]16'16" E 112.05 FT; 3) S 00[^]25'28" E 135.83 FT TO THE S LINE OF SD SEC; TH N 89[^]56'47" W ALG SD S LINE 147.65 FT TO THE POB. CONT. 2.516 ACRES

Parcel:

14-048-0041

Legal Description:

BEG AT THE SW COR OF THE SE 1/4 OF THE SE 1/4 OF SEC 32-T5N-R2W, SLB&M; SD PT BEING LOC S 89[^]56'47" E 1327.98 FT FR THE S 1/4 COR OF SD SEC 32; & RUN TH N 00[^]02'49" W TO & ALG THE E LINE OF LAKE POINT MEADOWS AT WEST POINT SUB, 496.27 FT; TH S 89[^]56'15" E ALG SD SUB & ITS' EXTENSION & ALSO ALG & EXIST FENCE 98.35 FT TO A FENCE COR; TH ALG AN EXIST FENCE THE FOLLOWING TWO (2) CALLS: 1) S 00[^]19'15" E 300.59 FT 2) S 00[^]02'49" E 195.67 FT TO SEC LINE; TH N 89[^]56'47" W ALG SEC LINE 99.78 FT TO THE POB. CONT. 1.125 ACRES

CITY COUNCIL STAFF REPORT

Subject: Site Plan for Proposed Salt Grass Townhomes
Author: Bryn MacDonald
Department: Community Development
Meeting Date: April 4, 2023



Background

The applicant, 317 Capital Group, is seeking site plan approval for a proposed subdivision called Salt Grass Townhomes, located at approximately 1800 N 4500 W. This development consists of 16.5 acres and is located in the R-4 zone. The proposal is for 132 townhomes. The development is subject to a development agreement approved by the City Council in June 2022.



Process

According to West Point City Code, all multi-family projects require site plan and subdivision plat approval. A technical review meeting was held on January 11, 2023, to provide comments to the developer regarding the proposal. The Planning Commission held a public meeting on March 23, 2023, and recommended approval of the site plan. The City Council can now approve, deny, or modify the site plan application. A public hearing is not required for a site plan.

Analysis

This project is subject to the R-4 zone and a development agreement. Site plans are used to apply the code to items such as building elevations, landscaping, lighting, signage, amenities, and other items specified in a development agreement.

The development agreement places many requirements on the subject property. This includes, but is not limited to, the following requirements:

4.1 Develop up to 132 attached townhome units with connections to public roads and units generally in the configuration shown on the attached concept plan.

The proposed plan has 132 townhome units. The access roads are in the same locations as shown on the concept plan. The layout has been slightly modified to provide property for the realignment of 4500 West. This property will be dedicated to the City for the road to be built in the future. The City Council needs to determine the timing of the property dedication.

4.4 The developer will prepare a site plan and subdivision application and complete the process as required by West Point City Code.

The developer has submitted applications for the site plan and subdivision and also prepared all of the plans as required by the code and the development agreement.

4.5 The developer shall fully landscape all yards, common space, and open space in the development. A landscape plan shall be submitted as part of the site plan application.

The developer has submitted a plan showing the proposed landscaping for the entire site.

4.6 Developer shall plant trees in all park strips in a uniform fashion.

The landscape plan shows trees along each of the streets.

4.9 Developer agrees to submit elevations and architectural plans for each townhouse unit and agrees to allow the City Council to review and approve the plans as part of the site plan application process. The building elevations shall be similar in style and features as those attached.

The developer has submitted building elevations for review and approval. The elevations are similar to those attached to the development agreement. They also match the architectural requirements found in the development agreement, including 40% brick or stone on the front elevation, covered patios, varied colors, and pitched roofs. Each of the units has a 2- car garage. The developer has submitted sample color palettes for the finishes on the buildings.

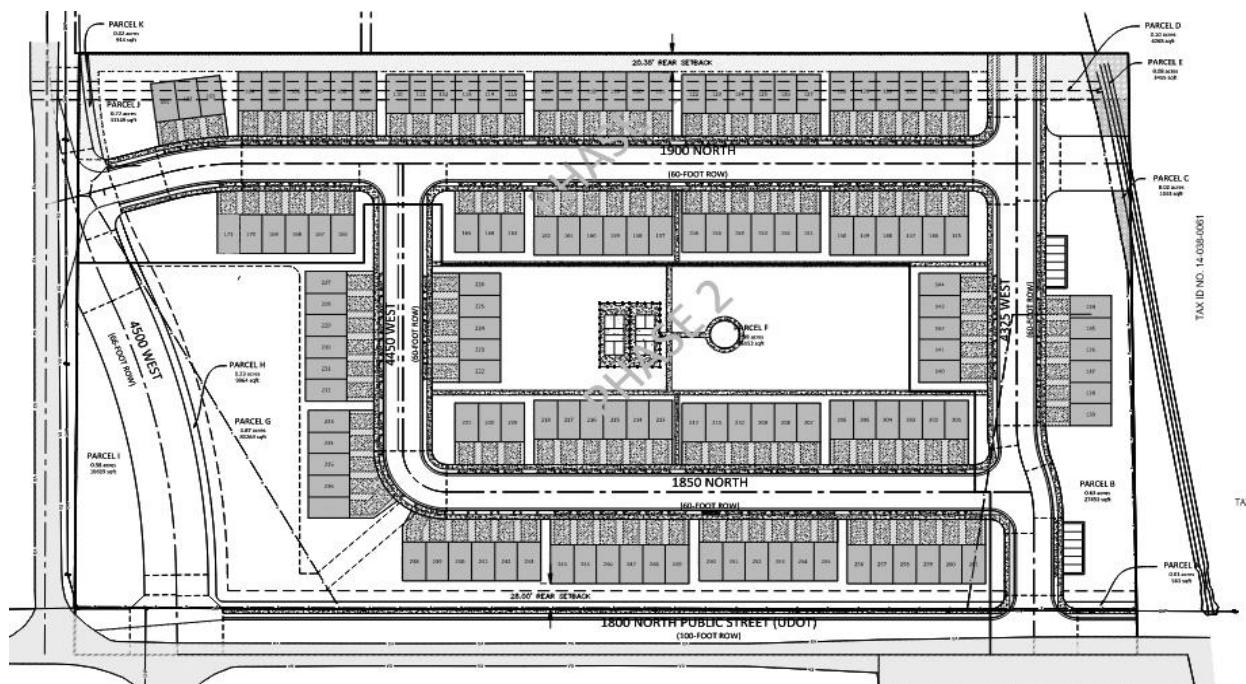


4.13 Developer shall install a landscape buffer behind the sidewalk on 1800 North and 4500 West, including an 8-foot landscape buffer and 6-foot vinyl fence.

A dedicated eight-foot landscape strip is required for “all-new developments along arterial and collector streets...” as outlined in 17.130.100(K). This has to include trees, shrubs, and fencing. The landscaping plan has been submitted for the buffer along 4500 West and 1800 North and meets the requirement. The buffer along 4500 W won’t be installed at this time, due to the proposed realignment of the street. The City Council needs to determine how to ensure that these improvements will be built in the future when the road is constructed.

4.16 Amenities shall be reviewed and approved as part of the site plan application.

The developer has submitted a plan showing two pickleball courts and a playground in the large open space area. They have submitted pictures of a proposed playground set to be installed. They have also submitted landscaping plans for all of the open space. The phasing plan shows the large open space in the center of the project being built with phase 2. The City Council needs to determine if they would like to modify the phases and timing of the amenities.



The Planning Commission held a public meeting on March 23, 2023, and recommended approval of the site plan with the following requirements:

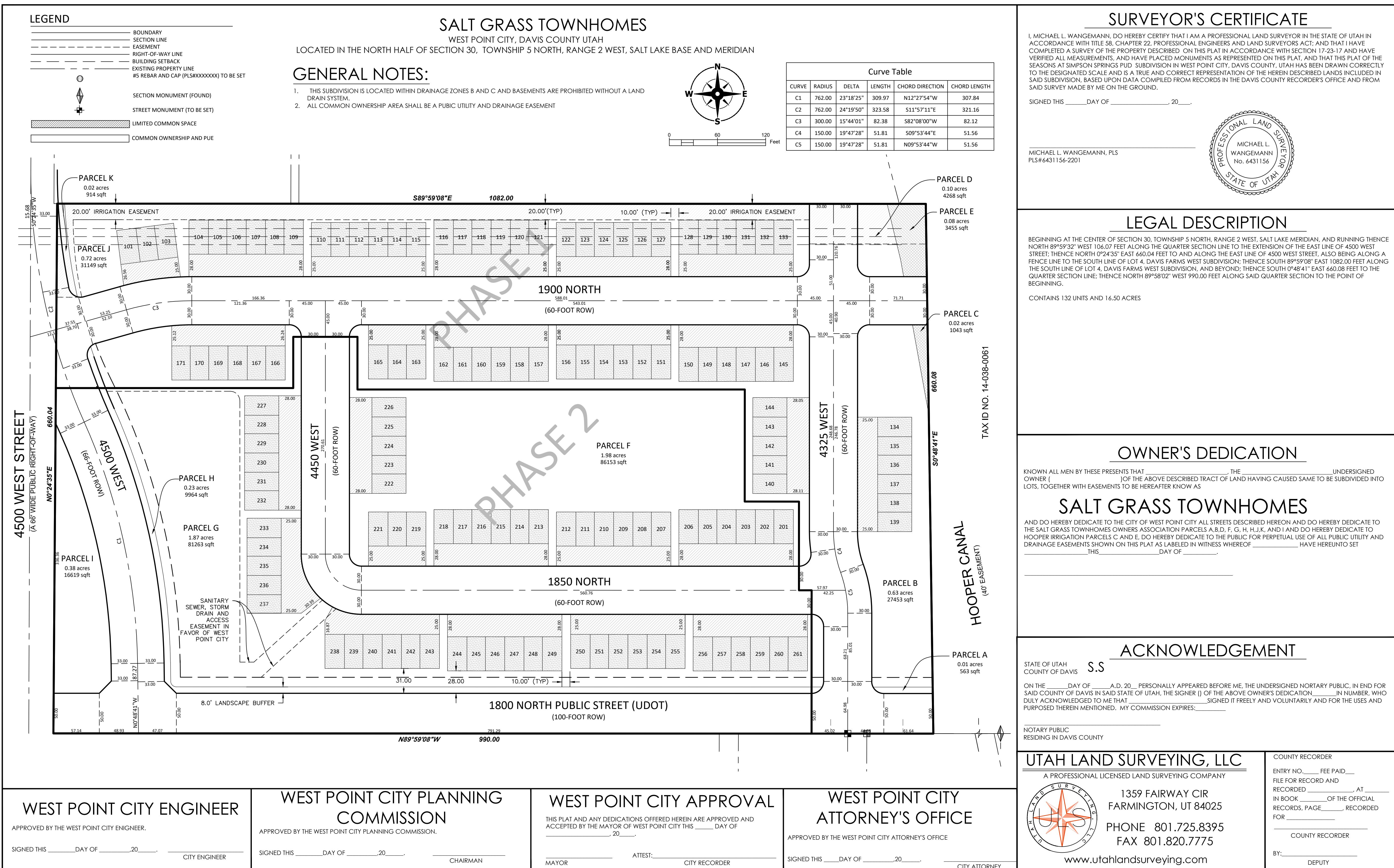
- The interior units of phase 2 be built first and the park with all amenities be built prior to building permits being issued on the exterior units. These amenities will include 2 pickleball courts, playground equipment, and landscaping open space as depicted in the site plan.
- The HOA to maintain the stub road on the northeast side of the subdivision in a way that would discourage weed growth and long-term parking.
- Provide a 6-foot fence along the east property line.
- The timing of the construction of the fence and landscape buffer along 4500 W to be determined by City Council.

Recommendation

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

Attachments

- A. Applications
- B. Preliminary plat
- C. Site plan
- D. Building Elevations
- E. Landscaping Plan



SALT GRASS TOWNHOMES

1800 NORTH 4500 WEST
WEST POINT CITY, UTAH

PROJECT TITLE

REVISIONS

1 01-05-2023 INITIAL SUBMITTAL TP
REV. DATE DESCRIPTION BY

ENGINEERS STAMP

VERIFY SCALES

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

PROJECT STATUS

Initial Submittal

PROJECT INFO.

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

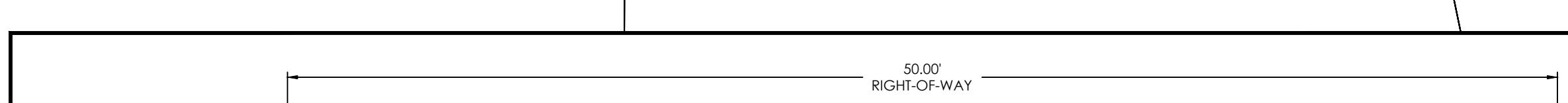
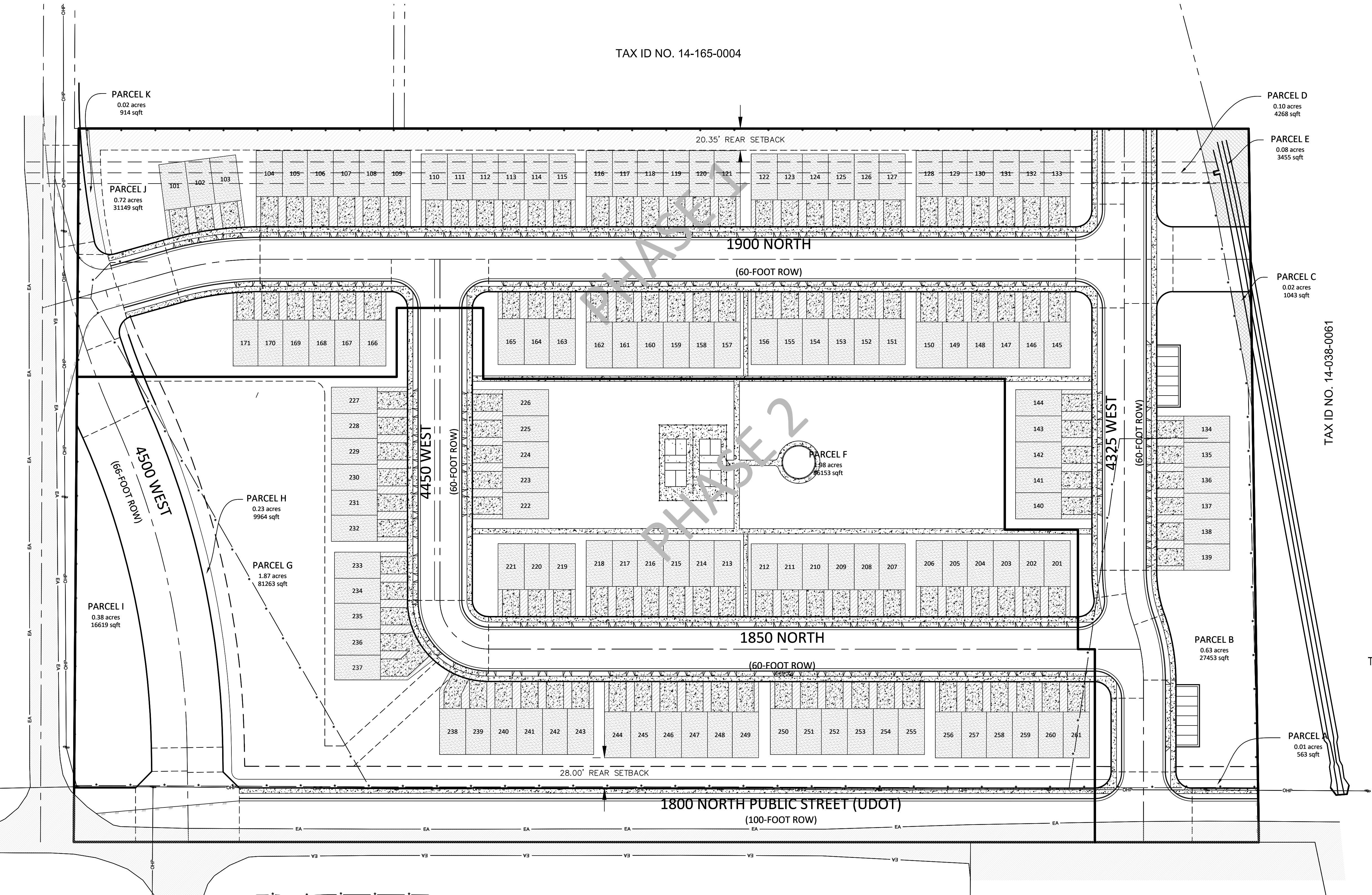
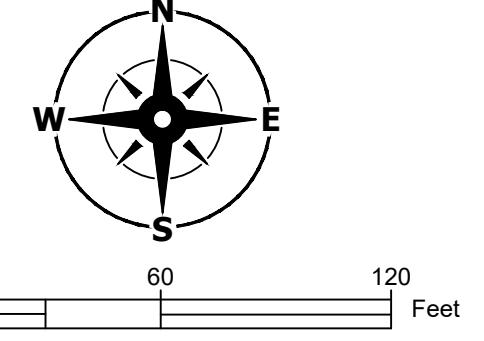
SHEET TITLE

Preliminary Site Plan

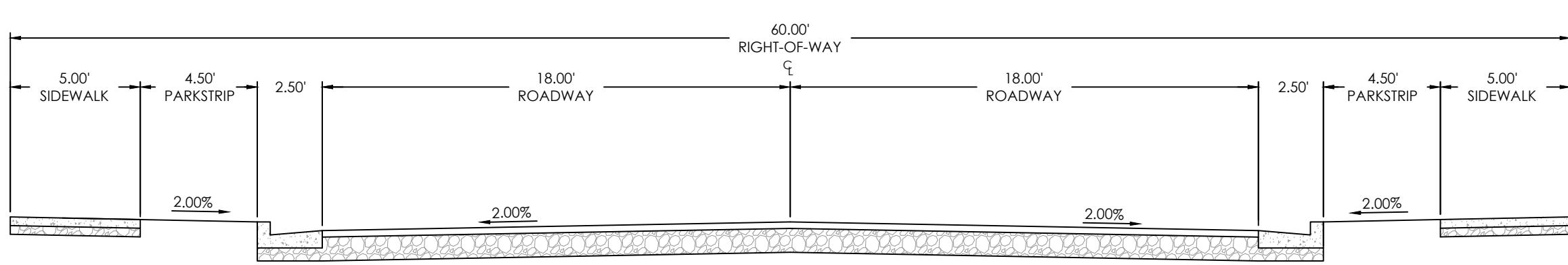
SHEET NO.

C100

TAX ID NO. 14-165-0004



1800 NORTH HALF STREET SECTION (PER UDOT)



60' PUBLIC STREET ROAD

Site Data

LOCATION: WEST POINT CITY
ZONING: R-4

PROPERTY SIZE: 718,776 / 16.50 AC

NUMBER OF UNITS: 132
HARD SURFACE AREA: 172,178 SF (24%)
LANDSCAPE AREA: 258,254 SF (36%)

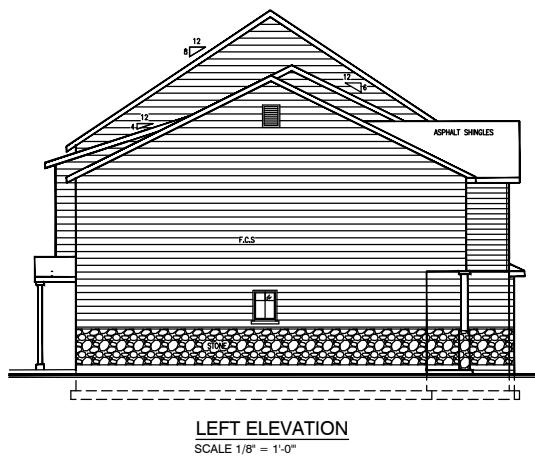
PARKING:
264 STALLS (GARAGES)
264 STALLS (DRIVeways)
12 GUEST STALLS
540 TOTAL STALLS

PARCEL A	563 SF	LANDSCAPE BUFFER
PARCEL B	27,453 SF	OPEN SPACE
PARCEL C	1,043 SF	CANAL DEDICATION
PARCEL D	4,268 SF	OPEN SPACE
PARCEL E	3,455 SF	CANAL DEDICATION
PARCEL F	86,153 SF	OPEN SPACE
PARCEL G	81,263 SF	OPEN SPACE
PARCEL H	9,964 SF	LANDSCAPE BUFFER
PARCEL I	16,619 SF	OPEN SPACE
PARCEL J	31,149 SF	OPEN SPACE
PARCEL K	914 SF	LANDSCAPE BUFFER

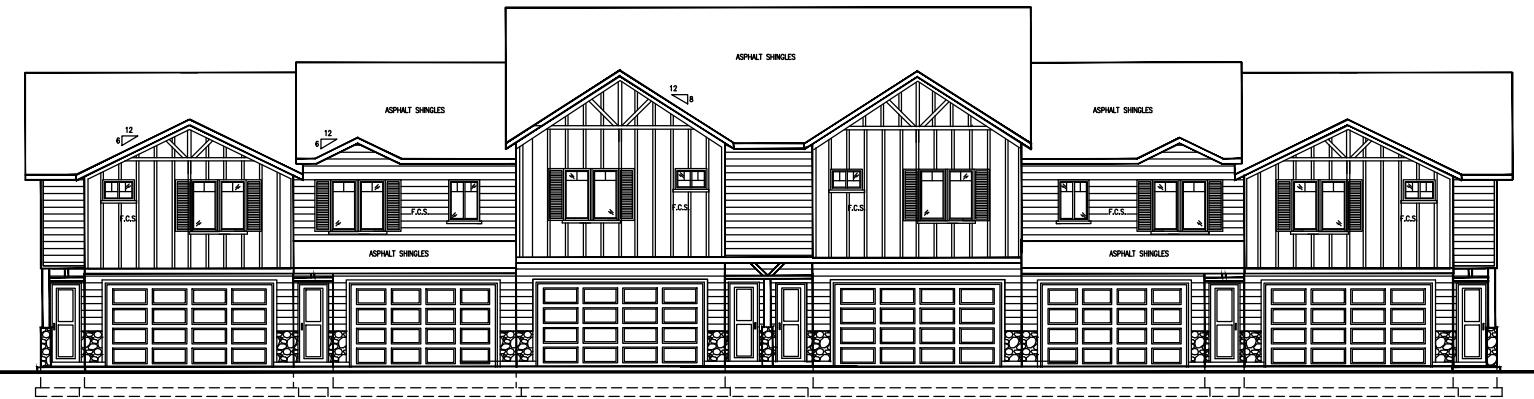
2.00% 2.00% 2.00% 2.00%

Notice To Contractors:

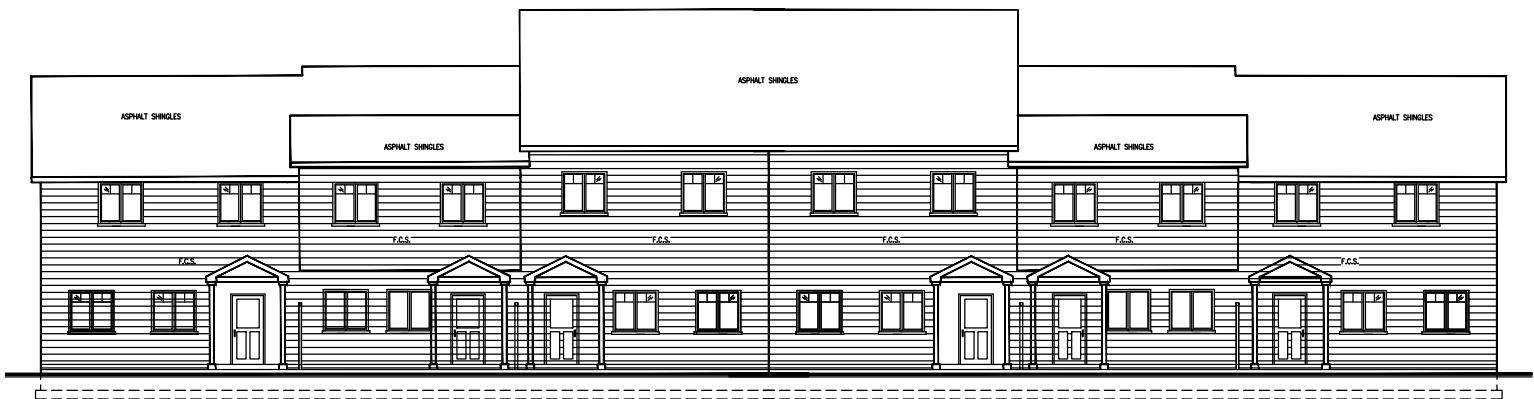
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PROFESSIONAL ELEMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONSIDERED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY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



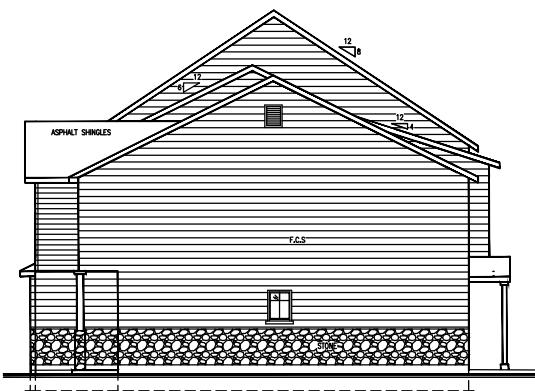
LEFT ELEVATION
SCALE 1/8" = 1'-0"



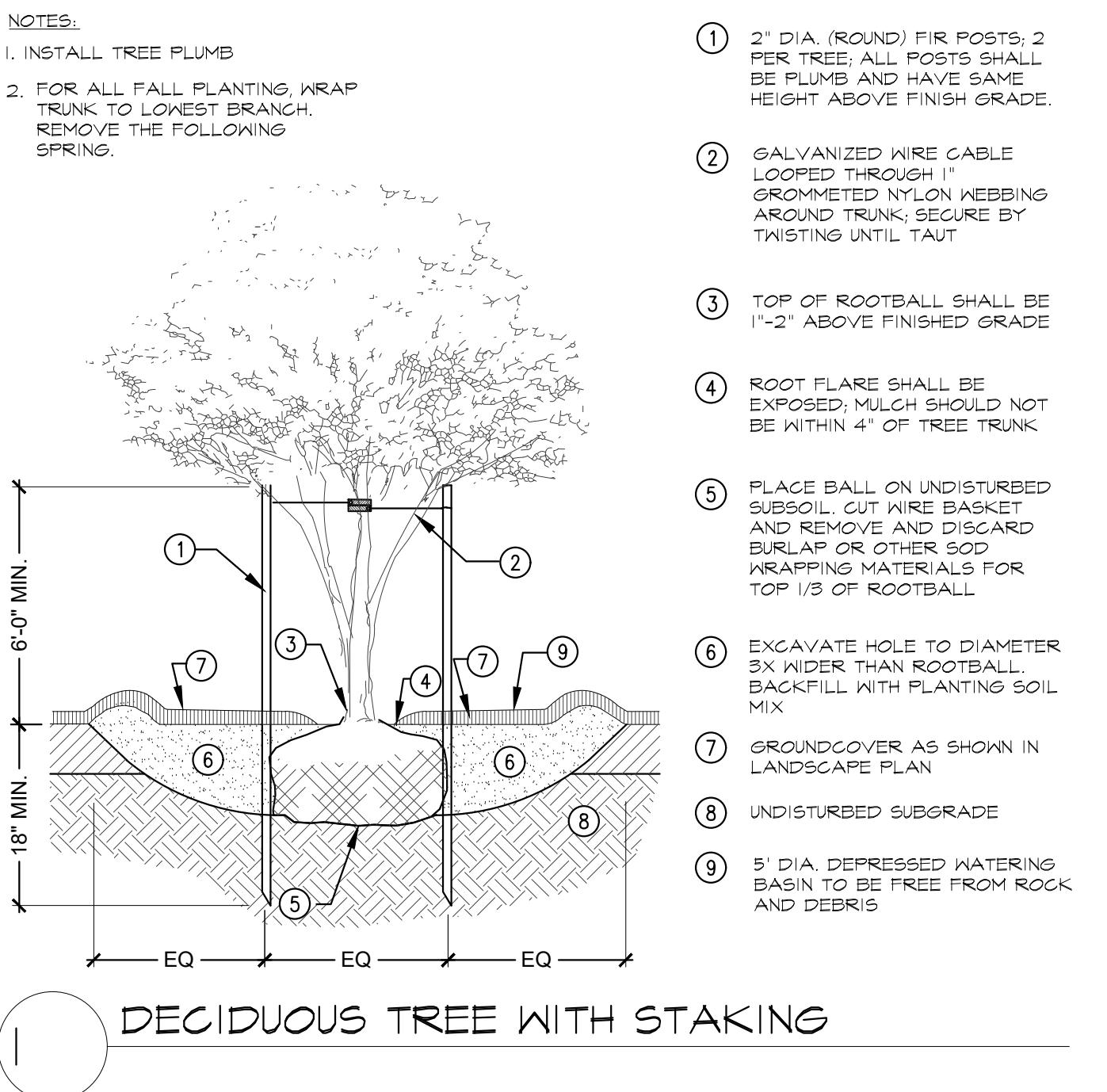
FRONT ELEVATION
SCALE 1/8" = 1'-0" 24x36
1/16" = 1'-0" 11x17



REAR ELEVATION
SCALE 1/8" = 1'-0" 24x36
1/16" = 1'-0" 11x17

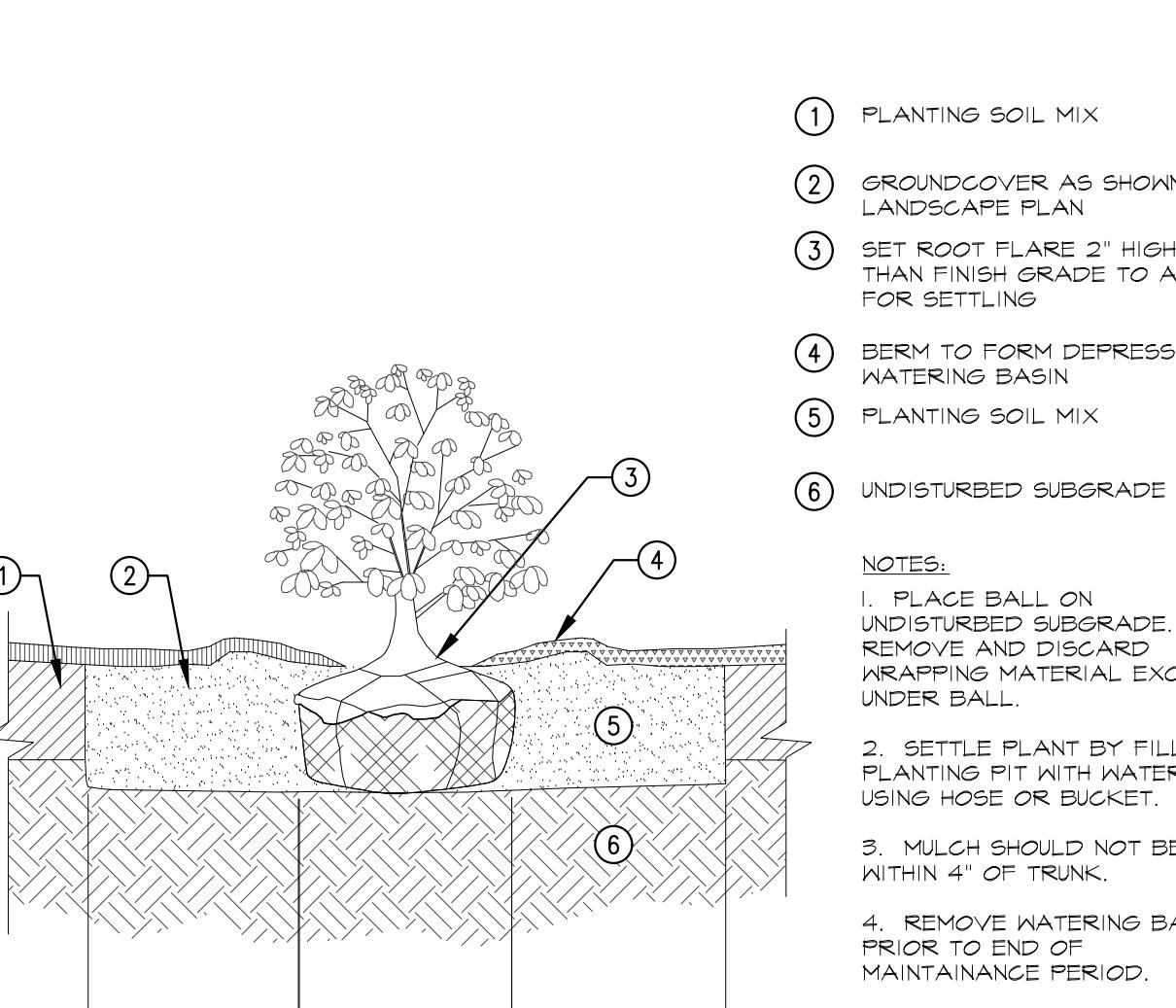


RIGHT ELEVATION
SCALE 1/8" = 1'-0"



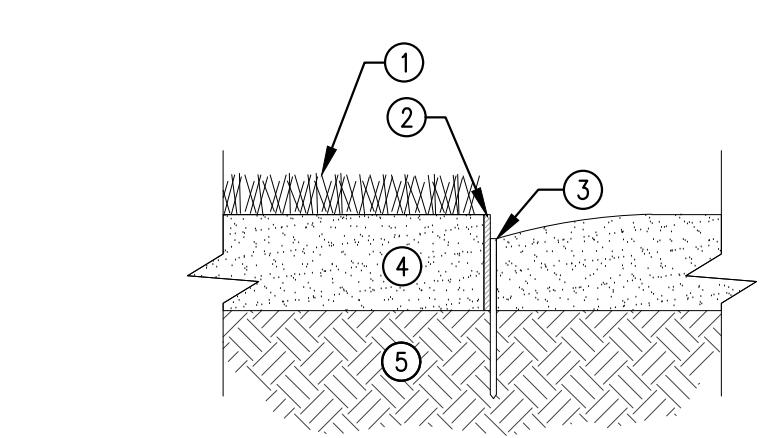
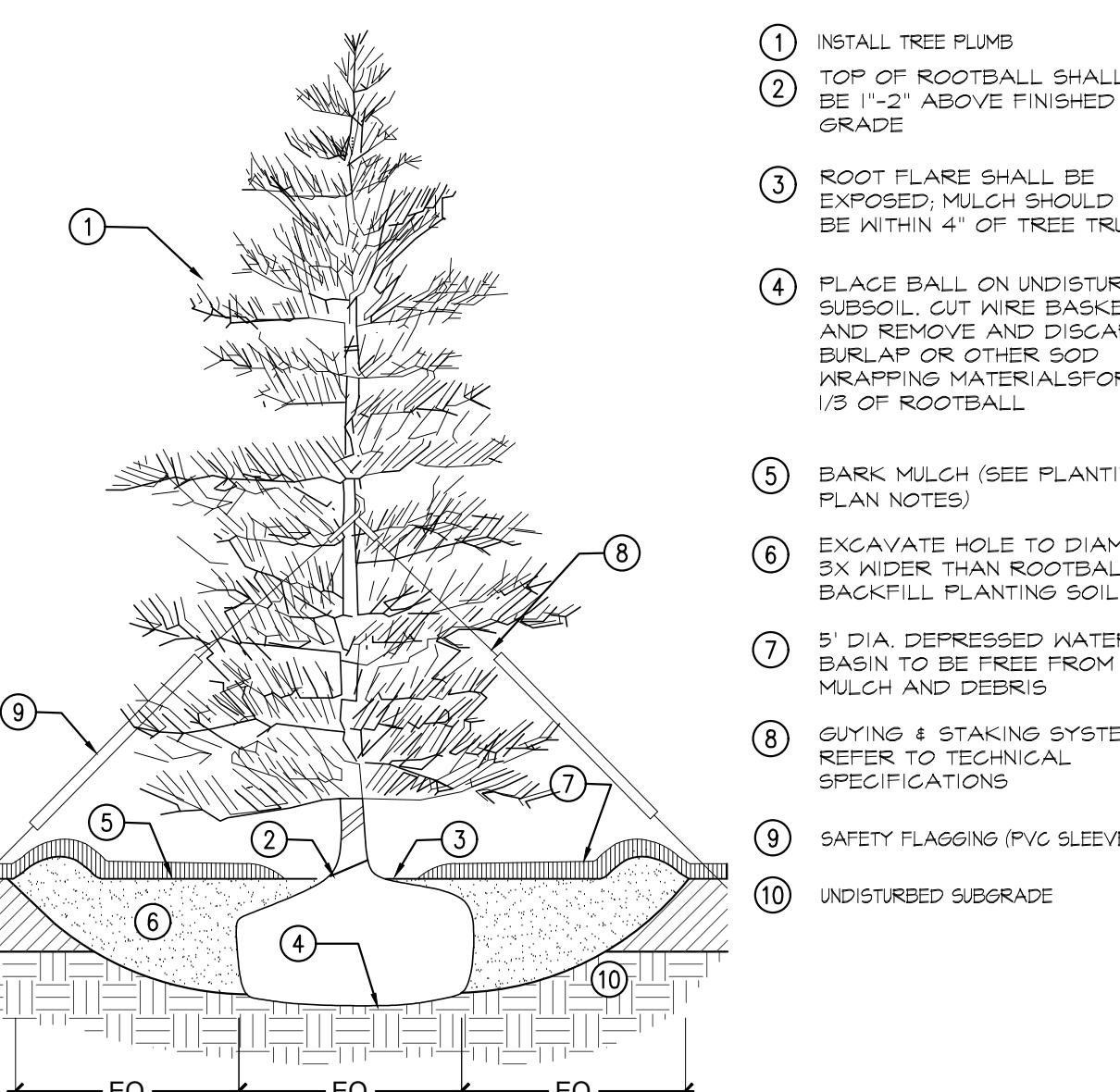
1 DECIDUOUS TREE WITH STAKING

- 1 2" DIA. (ROUND) FIR POSTS; 2 PER TREE; ALL POSTS SHALL BE PLUMBS AND HAVE SAME HEIGHT ABOVE FINISH GRADE.
- 2 GALVANIZED WIRE CABLE LOOPED THROUGH 1" OVAL-STEEL NYLON WEBBING AROUND TRUNK, SECURE BY TIGHTENING UNTIL TAUT.
- 3 TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE.
- 4 ROOT FLARE SHALL BE EXPOSED. MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK.
- 5 PLACE BALL ON UNDISTURBED SUBGRADE, CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL.
- 6 EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL, BACKFILL WITH PLANTING SOIL MIX.
- 7 GROUNDCOVER AS SHOWN IN LANDSCAPE PLAN.
- 8 UNDISTURBED SUBGRADE.
- 9 5" DIA. DEPRESSED WATERING BASIN TO BE FREE FROM ROCK AND DEBRIS.



2 SHRUB

- 1 GROUNDCOVER/PERENNIALS (SEE NOTE)
- 2 3-4" MIN. BARK MULCH OR GRAVEL, PER PLAN
- 3 PLANTING SOIL MIX
- 4 UNDISTURBED SUBGRADE



NOTE:
EDGING TO BE 1/2" ABOVE
FINISH GRADE

3
NTS

EDGING - CUSTOM METAL

PLANT SCHEDULE

TREES

BOTANICAL / COMMON NAME

CONT

QTY

ACER GRIGEUM / PAPERBARK MAPLE

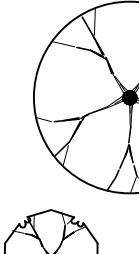
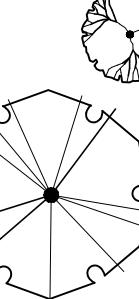
2" CAL.

138

FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS' / MARSHALL'S SEEDLESS ASH

2" CAL.

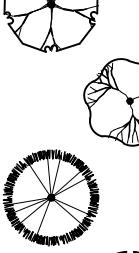
4



GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST

2" CAL.

6



MALUS X 'RADIANT' / RADIANT CRAB APPLE

2" CAL.

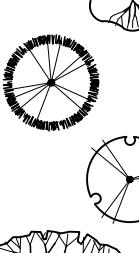
3



MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE

2" CAL.

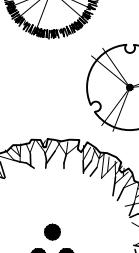
4



PICEA PUNGENS / COLORADO BLUE SPRUCE

B & B

11



PRUNUS VIRGINIANA 'CANADA RED' / CANADA RED CHokeCHERRY

2" CAL.

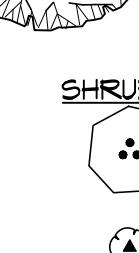
3



ZELKOVA SERRATA 'GREEN VASE' / GREEN VASE ZELKOVA

2" CAL.

4



SHRUBS

BOTANICAL / COMMON NAME

SIZE

QTY

AMELANCHIER ARBOREA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE SERVICEBERRY

5 GAL

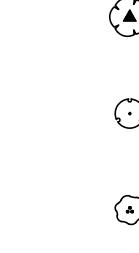
3



CORNUS SERICEA 'BAILEYI' / BAILEY RED TWIGGED DOGWOOD

5 GAL

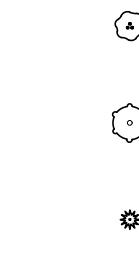
4



CORNUS SERICEA 'FLAVIRAMEA' / YELLOW TWIG DOGWOOD

5 GAL

77



EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH

5 GAL

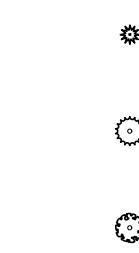
152



FORSYTHIA X INTERMEDIA 'LYNNWOOD GOLD' / LYNNWOOD GOLD FORSYTHIA

5 GAL

28



HESPERALOE PARVIFLORA / RED YUCCA

5 GAL

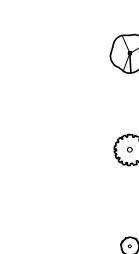
24



JUNIPERUS HORIZONTALIS 'BLUE RUG' / BLUE RUG JUNIPER

5 GAL

72



PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK

5 GAL

41



POTENTILLA FRUTICOSA / BUSH CINQUEFOIL

5 GAL

46



PRUNUS X CISTENA / PURPLE LEAF SAND CHERRY

5 GAL

31



RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC

5 GAL

63



SPIRAEA X BUMALDA 'GOLDFLAME' / GOLDFLAME SPIREA

5 GAL

76



SPIRAEA X BUMALDA 'LIMELOUD' TM / LIMELOUD SPIREA

5 GAL

311



WEIGELA FLORIDA 'MINUET' / MINUET WEIGELA

5 GAL

64



GRASSES

BOTANICAL / COMMON NAME

SIZE

QTY



CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS

1 GAL

135

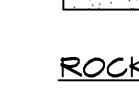


ANNUALS/PERENNIALS

BOTANICAL / COMMON NAME

SIZE

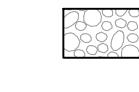
QTY



HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY

1 GAL

3



SOD

BOTANICAL / COMMON NAME

SIZE

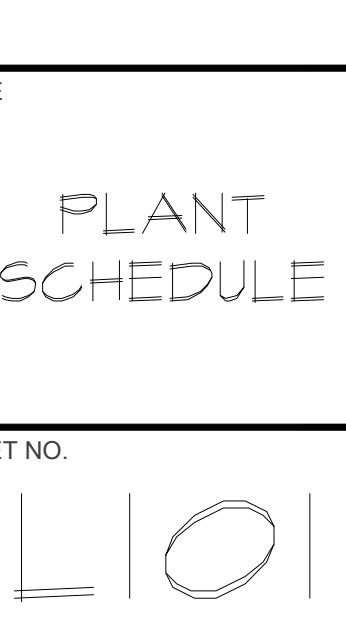
QTY



ROCK MULCH

BOTANICAL / COMMON NAME

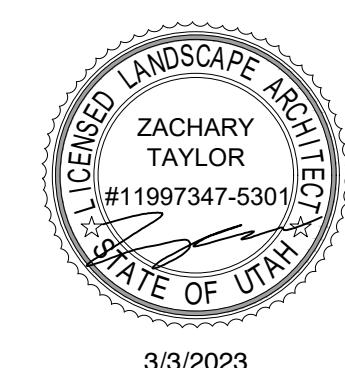
1" - 1.5" ROCK MULCH - PERMA BARK, OR SIMILAR, 3" THICK MINIMUM





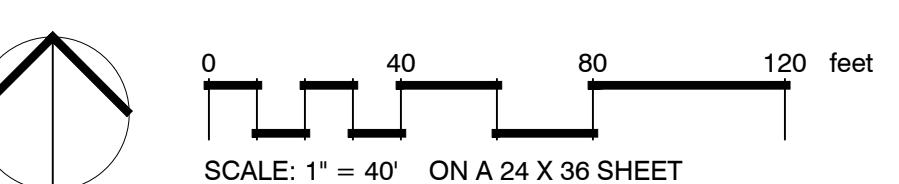
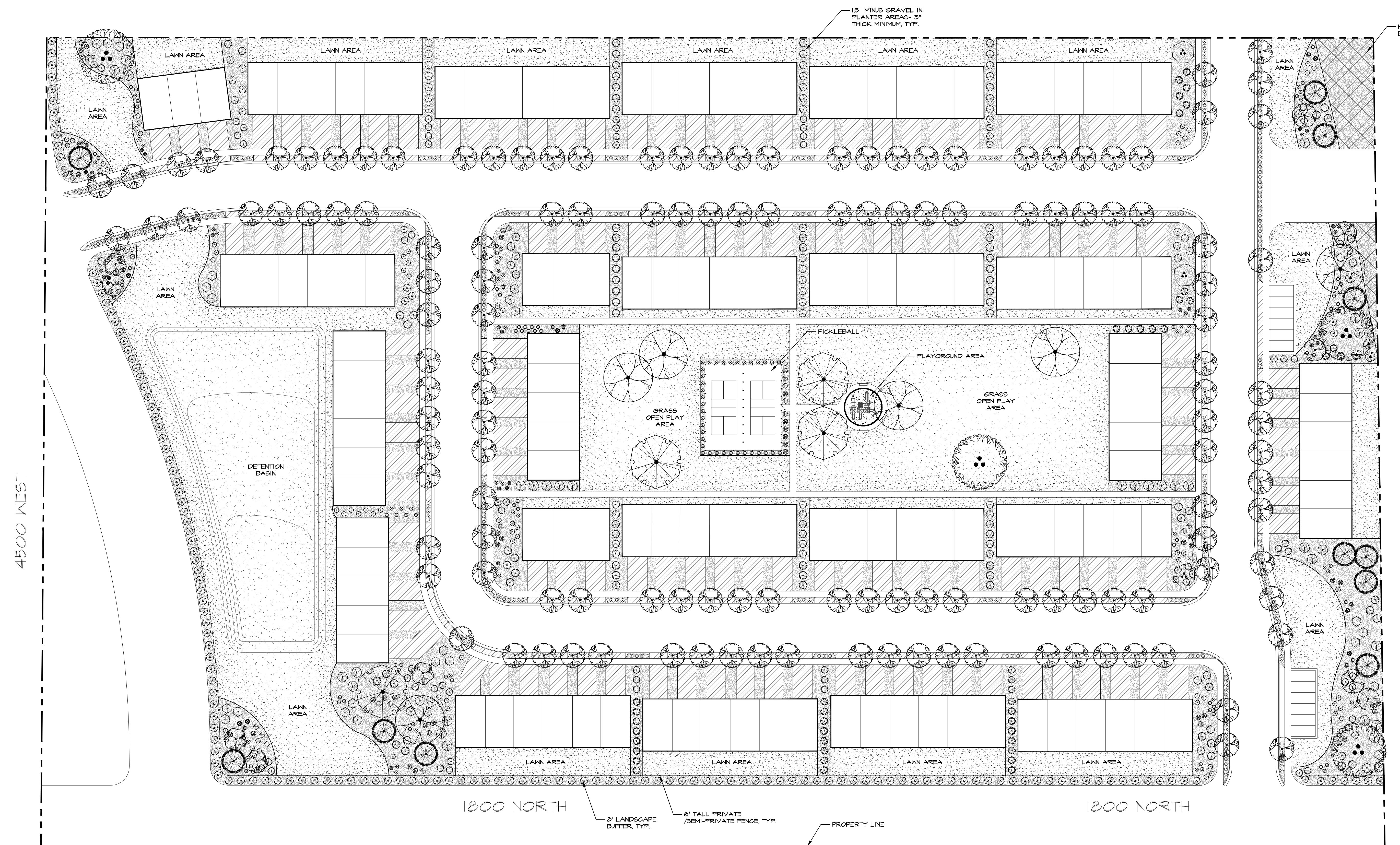
P.O. BOX 42
125 E. 100 N.
HEBER CITY, UT 84032
Utah License #100-000-000-000-000
435.660.4414

SEAL



PROJECT

THE 317 TOWNHOMES
WEST POINT CITY, UT



TITLE

OVERALL
LANDSCAPE
PLAN

SHEET NO.

L100
April 4, 2023

SALT GRASS TOWNHOMES

1800 NORTH 4500 WEST
WEST POINT CITY, UTAH

PROJECT TITLE

REVISIONS

REV.	DATE	INITIAL SUBMITTAL	TP
1	01-05-2023		BY

ENGINEERS STAMP

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT STATUS

Initial Submittal

PROJECT INFO.

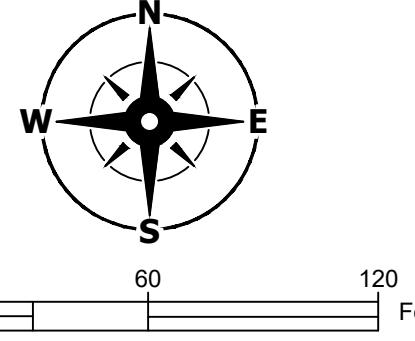
Engineer: GBD
Drawn: KE
Checked: -
Date: 01/31/2023
Proj. No. -

SHEET TITLE

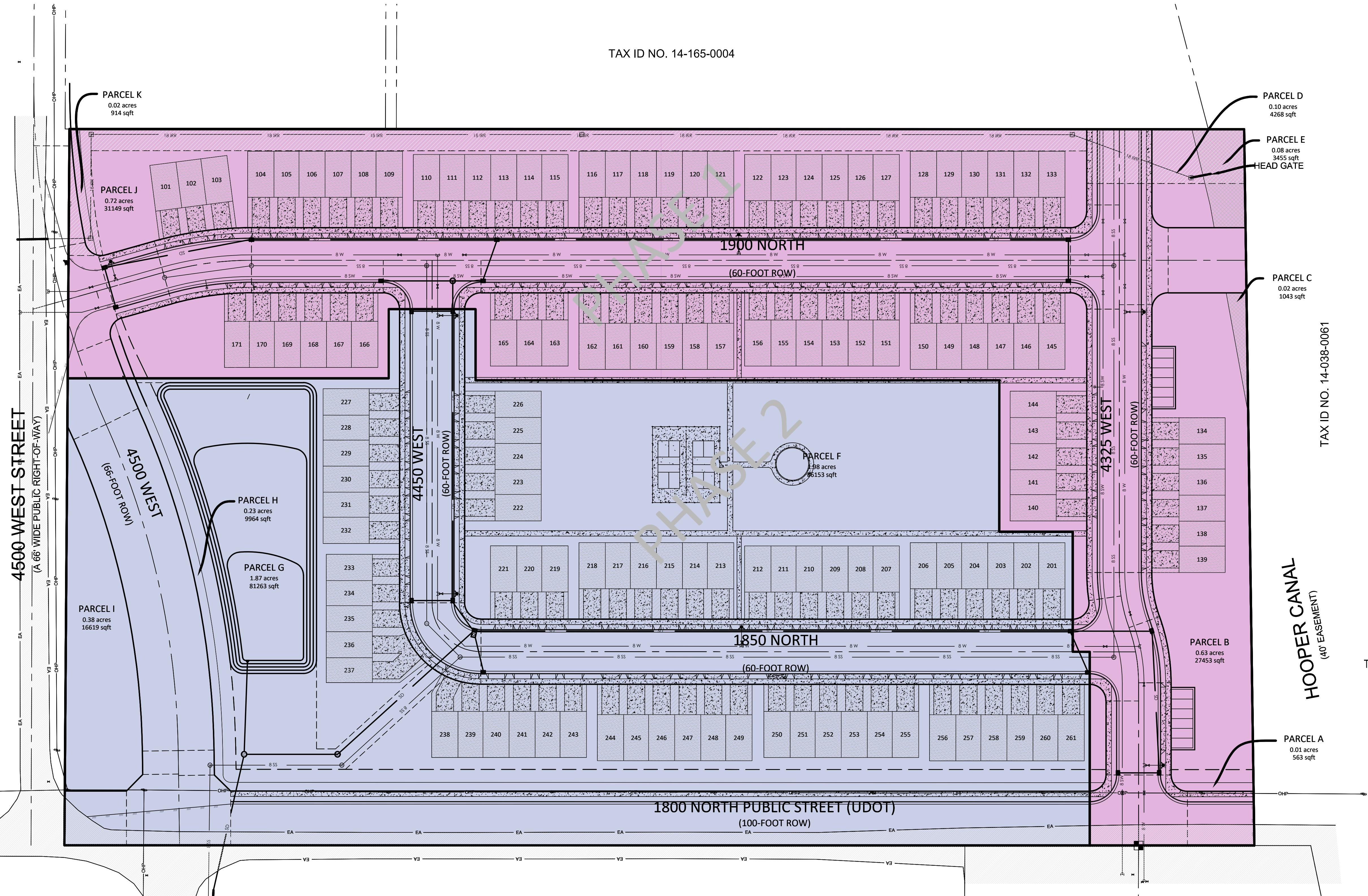
Preliminary Phasing Plan

SHEET NO.

C100



TAX ID NO. 14-165-0004



Notice To Contractors:

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CITY COUNCIL STAFF REPORT

Subject: 2023 Davis County Election Services Agreement
Author: Casey Arnold
Department: Executive
Meeting Date: April 4, 2023



Background

In the 2023 municipal election cycle, three City Council seats are available. For many years now, West Point City has entered into a contract with the Davis County Clerk's Office for administrative, technical, and professional election services. Beginning in 2017, Davis County began offering only vote-by-mail elections, and in 2020, the State Legislature mandated that all elections be conducted primarily through mail. The County has been great to work with in the past, and any issues that have arisen have been minor and quickly resolved.

Analysis

The City is not obligated to contract with Davis County to administer the election and can choose to conduct the election 'in-house', but will not have access to any of the County's administrative services, supplies, or voting equipment. The following is an analysis of the variables to be considered in determining whether to enter into an election services agreement again in 2023:

Cost

The County has provided an estimate of \$9,787.77 to administer each by-mail election for 2023 – the Primary Election in August (if needed) and the General Election in November. This cost estimate is based on previous years' voter turnout percentage. The cost comparison between the 2017 and 2021 Municipal General Election and the estimated 2023 costs are as follows:

Year	Estimate	Estimated		Actual		Total	Voter	Actual Cost
		Estimated	By-Mail	Actual	By-Mail			
		Registered	Ballots	Registered	Ballots			
2017	\$ 9,007.85	5241	2005	4758	1437	83	1520	31.95% \$7,921.07
2019	\$ 9,831.91	5318	1915	5168	1727	106	1833	35.47% \$7,552.39
2021	\$ 9,696.32	6245	2374	6341	2416	59	2476	39.05% \$9,157.23
2023	\$ 9,787.77	6535	2434	TBD	TBD	TBD	TBD	TBD

It is important to note that the estimate provided is based upon all cities within Davis County using the County's election services, which all cities have in the past three election cycles. Many of the election costs are the base costs of administering an election and do not fluctuate based on voter turnout, and with a large pool of cities contracting with one administrator, the cities are able to proportionately share those costs and not have to pay for them individually. With this in mind, although voter registration may increase this year, there should not be a huge fluctuation in cost.

Funding

The City currently has budgeted \$20,000 each year for elections. The estimated cost of \$9,787.77 is

within that budgeted amount, and as the actual election costs have been lower than the County's estimate, there should not be a need to amend the budget, even if a Primary Election was required.

Benefits

Since 2016, all elections within Davis County have been conducted primarily by-mail. With more experience than many other counties within the State, Davis County is well-experienced and has tried-and-tested methods in place to properly administer by-mail elections. Additionally, of the roughly 110 tasks and deadlines of every election, the County assumes responsibility for about 80% of those for contracting cities, and provides great support when needed to the city recorders responsible for what remains. Considering that, it would be a significant impact on Staff and City Resources if the election were to be administered in-house, and allow much more room for error.

Recommendation

Staff recommends that the Council approve by Resolution an Interlocal Agreement for Election Services with Davis County to administer the 2023 Municipal Elections.

Attachments

Resolution

Davis County Interlocal Agreement

Davis County Election Services 2023 Estimate

**2023 GENERAL
DAVIS COUNTY ELECTION EXPENSES
EXAMPLE**

<u>Poll Worker Compensation</u>	QTY	COST	TOTAL	Notes
Poll Manager (PM)	1	\$180.00	\$180.00	
Training Course(s)	1	\$50.00	\$50.00	
Assistant Poll Manager	0	\$180.00	\$0.00	
Training Course(s)	0	\$50.00	\$0.00	
Receiving Clerk	1	\$155.00	\$155.00	
Training Course(s)	1	\$35.00	\$35.00	
Ballot Clerk	1	\$155.00	\$155.00	
Training Course(s)	1	\$35.00	\$35.00	
Host				
Training Course(s)		\$25.00	\$0.00	
Alternate Poll Workers	1	\$335.00	\$23.93	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	\$8.30	\$8.30	
			\$642.23	
<u>Poll Worker Recruitment and Training</u>				
Poll Worker Recruitment and Processing	3	\$10.00	\$30.00	
Training Creation and Preparation (Includes equipment and preparation)	1	\$1,000.00	\$66.67	Shared with all cities/districts
Poll Worker Handbook and Supplies	3	\$5.00	\$15.00	Or Actual Printing Cost
Poll Worker Training (per person)	3	\$20.00	\$60.00	
Personal Protective Equipment and Supplies	1	\$0.00	\$0.00	Shared with all cities/districts
		Sub Total	\$171.67	
<u>Equipment</u>				
Express Vote	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	\$15.00	\$15.00	
DS200	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	\$15.00	\$15.00	
Voting Booth Rental	4	\$5.00	\$20.00	
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WIFI Connection	1	\$80.00	\$80.00	
Receiving Clerk Electronic Poll Book	1	\$75.00	\$75.00	
Ballot Printing Station	1	\$75.00	\$75.00	
		Sub Total	\$435.00	
<u>Consumable Supplies</u>				
Ballot Stock (BOD)	47	\$0.20	\$9.40	
Polling Location Supplies	1	\$40.00	\$40.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	6	\$25.00	\$10.00	Shared equally by all cities/districts
		Sub Total	\$59.40	
<u>Administrative Services</u>				
Election Programming	1	\$200.00	\$200.00	
Election Notices (optional - at actual cost)	1	\$0.00	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared equally by all cities/districts
Early Voting Administration	1	\$500.00	\$33.33	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	4	\$500.00	\$133.33	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	\$2,000.00	\$133.33	Shared equally by all cities/districts
Election Night Security	1	\$200.00	\$13.33	Shared equally by all cities/districts
Rovers Training Class	1	\$200.00	\$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	\$450.00	\$30.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	0	\$250.00	\$0.00	
Canvas Preparation	1	\$75.00	\$75.00	
Delivery (per location)	1	\$75.00	\$75.00	
Pickup (per location)	1	\$75.00	\$75.00	
Web Support	1	\$200.00	\$13.33	Shared equally by all cities/districts
Provisional Verification	2	\$0.80	\$1.60	
Election Administration Support	1	\$200.00	\$200.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		Sub Total	\$1,016.60	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	6535	\$0.110	\$718.85	
By-Mail Inner Return Envelopes	6535	\$0.110	\$718.85	
By-Mail Ballots	6535	\$0.32	\$2,091.20	
Test Deck Paper Ballots	1	\$1,000.00	\$51.47	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	\$16.53	\$1.10	Shared equally by all cities/districts

Services

Election Art/Setup Production By Runbeck	1	\$3,000.00	\$200.00	Shared equally by all cities/districts
Database Setup By Runbeck	1	\$3,000.00	\$200.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	6535	\$0.25	\$1,633.75	

Signature Verification and Tabulation (each returned) By County

2434	\$0.40	\$973.60	
------	--------	----------	--

2434

103

Sub Total

\$9,105.39

Total Election Expense**Less District Portion****Amount Due From City**

\$11,430.29

\$1,641.52

\$9,788.77

RESOLUTION NO. 04-04-2023A

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT FOR THE 2023 MUNICIPAL
ELECTION SERVICES WITH DAVIS COUNTY AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, West Point City and Davis County have negotiated a proposed Interlocal Cooperation Agreement (the “Agreement”) for election services to conduct the 2023 Municipal Elections; and

WHEREAS, the Mayor and City Council of West Point City hereby find and determine that it would be in the best interests of the City and the residents and inhabitants thereof to enter into said Agreement with Davis County.

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

**SECTION ONE: APPROVAL OF INTERLOCAL AGREEMENT FOR
MUNICIPAL ELECTION SERVICES**

The Interlocal Cooperation Agreement for Municipal Election Services attached hereto and incorporated herein is hereby approved by West Point City. Further, the West Point City Mayor and City Recorder are hereby authorized and directed to execute said Agreement for and on behalf of West Point City.

SECTION TWO: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 4th day of April, 2023

WEST POINT CITY,
A Municipal Corporation

Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as "County," and WEST POINT CITY, a municipal corporation of the state of Utah, hereinafter referred to as "City." County and City may be referred to collectively as the "Parties" herein or individually as a "Party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2023 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County's Obligations. County agrees to provide to City, if needed for the primary election in August 2023, and if needed for the general election in November 2023, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City's Obligations. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities outlined by applicable law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Review and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by applicable law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Utah Law. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State of Utah.
4. Compensation. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A." The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. Effective Date. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. This Agreement shall continue in effect until 30 days after the 2023 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. Termination. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party upon written notice after any material breach of this Agreement;
 - 7.3. By either Party, without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. **Indemnification.** Each Party agrees to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of the indemnifying Party and/or the Party's representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Party Representatives") are known. No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.
9. **Governmental Immunity Act.** The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
10. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
11. **Attorney Review.** This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. **Independent Parties.** Each Party acknowledges, understands, and agrees that its Party Representatives are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is writing and signed by the Party granting the waiver.

14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
15. **Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. **Assignment Restricted.** This Agreement may not be assigned without prior written consent of both of the Parties.
17. **Utah Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. **Severability.** If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. **Rights and Remedies Cumulative.** The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. **No Third-Party Beneficiaries.** This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.
21. **Authorization.** The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
22. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

23. **Conflict of Terms.** In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
24. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement. Digital signatures shall have the same force and effect as original signatures.

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

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Neal Geddes
Davis County Deputy Attorney

WEST POINT CITY

Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

The undersigned and authorized attorney of _____ City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: _____
Title: _____

EXHIBIT A

(Election Costs Schedule)

**Exhibit A - Election Cost Schedule
2023**

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$180.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$180.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$155.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$155.00	
Training Course(s)	\$35.00	
Host	\$145.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$335.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$10.00	
Training Creation and Preparation (Includes equipment and preparation)	\$1,000.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$0.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$80.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$40.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Election Notices (optional - at actual cost)	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$2,000.00	Shared equally by all cities/districts
Election Night Security	\$200.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation Per City/District	\$75.00	
Equipment Delivery (per location)	\$75.00	
Equipment Pickup (per location)	\$75.00	
Web Support	\$200.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.11	
By-Mail Inner Return Envelopes	\$0.11	
By-Mail Ballots	\$0.32	
Test Deck Paper Ballots (actual cost may vary)	\$1,000.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$16.53	Shared equally by all cities/districts

Services

Election Art/Setup Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	
Postage		
Postage Outbound	\$0.12	Actual Postage
In-Bound - includes postage and drop box pickup	\$0.68	
Returned Undeliverable - includes postage and processing	\$0.75	

CITY COUNCIL STAFF REPORT

Subject: Annexation of DSD & Susan Elbrader Properties
Author: Kyle Laws & Casey Arnold
Department: Executive
Meeting Date: April 4, 2023



Background

The Davis School District (DSD) is beginning construction of a new Jr High School on the southeast corner of 700 S 4500 W. This 35-acre parcel is currently not incorporated into the City and must be annexed. The property is in our Annexation Policy Plan and does not overlap with the annexation area of any surrounding city.

Analysis

Annexing this property is important because we will be partnering with DSD to expand the gym space and share outdoor amenities, including a ten-acre park. There are two options for annexing this property, both of which are dictated by State Code. The first option is to have the DSD submit a notice of intent to annex, which Davis County would then have 20 days to mail out to all property owners within 300 ft. of the proposed area. Once that was done by the County, DSD would be able to file an annexation petition with the City. Once filed, the City Council would need to wait until their next regular meeting to approve the petition for further consideration, and if approved, the City Recorder would then have 30 days to certify the petition. If certified, a 30-day protest period begins, and the City is required to mail a notice of the proposed annexation and protest information to all property owners with one-half mile of the area, and published on the City's website and Utah Public Notice website for at least three weeks. If no protests are filed, the City Council must hold a public hearing at least seven days after the protest deadline. An ordinance approving the annexation could then be adopted after that public hearing. This is the process we became familiar with on the north end of the City, up until the end of the protest period, as there was a different process for considering the protests that were filed.

The second option is for the City to annex the property without a petition, which is only allowed in specific situations. Staff believes that this property meets those requirements and as such, feels this is the best course of action. There are two property owners who will be impacted and involved in this annexation: the DSD and Susan Elbrader, and as both are supportive of being annexed, an annexation without a petition would be a much quicker process, which is becoming more important every day.

At the February 21, 2023 City Council Meeting, the Council agreed with Staff's recommendation and directed Staff to begin the annexation without a petition process on behalf of the City. Following are the basic steps to of this process and their current completion status:

1. City Council adopts a resolution indicating intent to annex the area.
 - a. *The resolution of intent, Resolution No. 02-21-2023D, was adopted on February 21, 2023*
2. A public hearing is scheduled for at least 30 days after adoption of the resolution
 - a. *Section 3 of Resolution No. 02-21-2023D declared that a public hearing on the proposed annexation be held at the April 4th, 2023, City Council meeting.*
3. Within 14 days of adoption of the resolution, notice of the public hearing must be mailed to the two property owners within the annexation area, published for at least three weeks before the hearing, and mailed to the special districts that would be affected.
 - a. *A Notice of Intent to Annex was published and mailed as required by the City Recorder on March 7th, 2023 (attached)*
4. After the public hearing, the City Council can adopt ordinance approving annexation
 - a. *The Council will consider approval of the ordinance at the April 4, 2023 meeting (draft ordinance attached)*
5. Notice of approved ordinance and final local entity plat is filed with Lieutenant Governor.
 - a. *The City must send this within 60 days of passing the ordinance*
6. Lt. Governor issues certificate of annexation
 - a. *Lt. Governor must issue within 10 days of receiving notice from the City.*

If the Council approves the ordinance and the annexation is accepted by the Lt. Governor, the annexation will be effective on the date of the Lt. Governor's issues the certificate.

Recommendation

Staff recommends the Council approve the attached Ordinance approving the annexation of these two properties into West Point, after considering any comments made during the public hearing.

Attachments

- March 7, 2023, Notice of Intent to Annex
- Ordinance
- Plat Map



WEST POINT CITY NOTICE OF INTENT TO ANNEX

**THIS IS NOTICE THAT THE WEST POINT CITY COUNCIL DECLARED ITS INTENT TO ANNEX
TWO PARCELS IN THE AREA OF APPROXIMATELY 700 S 4500 W
INTO THE BOUNDARIES OF WEST POINT CITY**

On February 21, 2023, the West Point City Council adopted Resolution No. 02-21-2023D declaring the intent to annex two parcels in the area of approximately 700 S 4500 W into West Point City.

The respective property owners of the two parcels have provided written consent to the annexation. The area proposed for annexation will be automatically annexed into the service boundaries of the applicable local and special districts.

**PUBLIC HEARING:
APRIL 4TH, 2023 @ 7:00 PM
West Point City Hall | 3200 W 300 N | West Point, UT**

In accordance with [UCA § 10-2-418\(5\)](#) and [UCA § 10-2-418\(8\)b\)\(i\)](#), the West Point City Council will hold a public hearing on the proposed annexation at its regularly scheduled meeting on April 4, 2023 at approximately 7:00 PM. All are invited to comment on the proposed annexation at the public hearing. Upon conclusion of the public hearing, the City Council may adopt an ordinance approving the annexation of the proposed area.

Casey Arnold

CASEY ARNOLD, West Point City Recorder

Mailed & Posted this 7th day of March, 2023

THE AREA PROPOSED FOR ANNEXATION:

PARCEL ID: 120460183: 32.70 ACRES

A PARCEL OF LAND LOC IN THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M, HAVING A BASIS OF BEARING NAD83 UTAH NORTH ZONE OF S 89^{44'54"} E BETWEEN THE MONUMENTED N 1/4 (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3562094.898 E=1471579.021 U.S. FT) & THE MONUMENTED NE COR (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3652083.252 E=1474229.506 U.S. FT) OF SD SEC 7 DESC AS FOLLOWS: BEG AT THE N 1/4 COR OF SD SEC 7; & RUN TH S 89^{44'54"} E 1325.74 FT ALG THE MONUMENTED SEC LINE TO THE NW COR OF CRIDDLE FARMS NORTH PHASE 4, RECORDED AS E# 3360963 IN PLAT BK 7220 (DEED READS 720) AT PG 850 ON 03/19/2021; TH S 00^{35'24"} W 1163.28 FT ALG SD CRIDDLE FARMS NORTH PHASE 4 & CRIDDLE FARMS NORTH PHASE 2, RECORDED AS E#3251596 IN PLAT BK 7514 AT PG 510 ON 05/15/2020, TO THE NE COR OF ASPIRE AT HARVEST FIELDS PRUD PHASE 6, RECORDED AS E# 3379092 OF PLAT BK 7753 AT PG 802 ON 05/05/2021; TH S 89^{38'19"} W 1017.55 FT ALG THE N BNDRY OF SD ASPIRE AT HARVEST FIELDS PRUD PHASE 6 (SD N BNDRY BEING ESTABLISHED BY A BNDRY LINE AGMT, RECORDED AS E# 3150656) & ALG SD BNDRY LINE AGMT; TH N 00^{35'21"} E 141.62 FT; TH S 89^{31'08"} W 308.34 FT, A PORTION OF WH IS ALG AN EXIST FENCE LINE, TO THE MONUMENTED 1/4 SEC LINE WH SEC LINE IS THE CENTER LINE OF 4500 WEST STR WH IS ALSO KNOWN AS UDOT STATE HWY NO 110; TH N 00^{35'21"} E 1036.50 FT ALG THE MONUMENTED 1/4 SEC LINE TO THE POB. CONT. **32.70 ACRES**.



PARCEL ID: 120460182: 1.00 ACRES

A PARCEL OF LAND IN THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M, HAVING A BASIS OF BEARING NAD83 UTAH NORTH ZONE OF S 89^{44'54"} E BETWEEN THE MONUMENTED N 1/4 (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3562094.898 E=1471579.021 U.S. FT) & THE MONUMENTED NE COR (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3652083.252 E=1474229.506 U.S. FT) OF SD SEC 7, DESC AS FOLLOWS; COMMENCING AT A PT LOC 1177.47 FT S 00^{35'21"} W, ALG THE MONU 1/4 SEC LINE, TO A LINE & OR EXTENSION OF A LINE IDENTIFIED BY A BNDRY LINE AGMT RECORDED AS E# 3150656 FR SD N 1/4 COR OF SEC 7; TH N 89^{38'19"} E 308.33 FT, ALG SD BNDRY LINE AGMT; TH N 00^{35'21"} E 141.62 FT; TH S 89^{31'08"} W 308.34 FT, A PORTION OF WH IS ALG AN EXIST FENCE LINE, TO THE MONUMENTED 1/4 SEC LINE WH SEC LINE IS THE CENTER LINE OF 4500 WEST STR WH IS ALSO KNOWN AS UDOT STATE HWY #110; TH S 00^{35'21"} W 140.97 FT, ALG SD MONUMENTED 1/4 SEC LINE, TO THE POB. CONT. **1.00 ACRE**.

Certificate of Notice and Publication:

NOTICE OF INTENT TO ANNEX

I HEREBY CERTIFY that on the 7th day of March, 2023, the foregoing **NOTICE OF INTENT TO ANNEX** dated March 7, 2023 was sent via US Mail to the following recipients:

Affected Recorded Property Owners:

PARCEL ID: 120460182

Susan Elbrader

909 S 4500 W

West Point, UT 84015

PARCEL ID: 120460183

Board of Education Davis School District

PO Box 588

Farmington, UT 84025

Affected Local Districts & Service Entities:

North Davis Fire District

Board of Trustees

Station 41, 381 North 3150 West

West Point City, UT 84015

Mosquito Abatement District Davis Board of Trustees

85 N 600 W

Kaysville, UT 84037

Hooper Water Improvement District Board of Trustees

5555 W 5500 S

Hooper, UT 84315

Weber Basin Water Conservancy District

Board of Trustees

2837 East Highway 193

Layton, UT 84040

North Davis Sewer District

Board of Trustees

4252 West 2200 South

Syracuse, UT 84075

Davis & Weber Counties Canal Company

Directors

138 West 1300 North

Sunset, UT 84015

Davis School District

Board of Education

PO Box 588

Farmington, UT 84025-0588

Davis County Commission

P.O. Box 618

Farmington, Utah 84025

North Davis Fire District

ATTN: Chief Mark Becroft

381 North 3150 West

West Point, UT 84015

Mosquito Abatement District Davis

ATTN: Gary Hatch

85 North 600 West

Kaysville, UT 84037

Hooper Water Improvement District

ATTN: Scott Christiansen

5555 W 5500 S

Hooper, UT 84315

Weber Basin Water Conservancy District

ATTN: Scott Paxman

2837 East Highway 193

Layton, UT 84040

North Davis Sewer District

ATTN: David Hatch

4252 West 2200 South

Syracuse, UT 84075

Davis & Weber Counties Canal Co.

ATTN: Rick Smith

138 West 1300 North

Sunset, UT 84015

Davis School District

ATTN: Craig Carter

P.O. Box 588

Farmington, UT 84025-0588

Davis County Planning Dept.

ATTN: Jeff Oyler

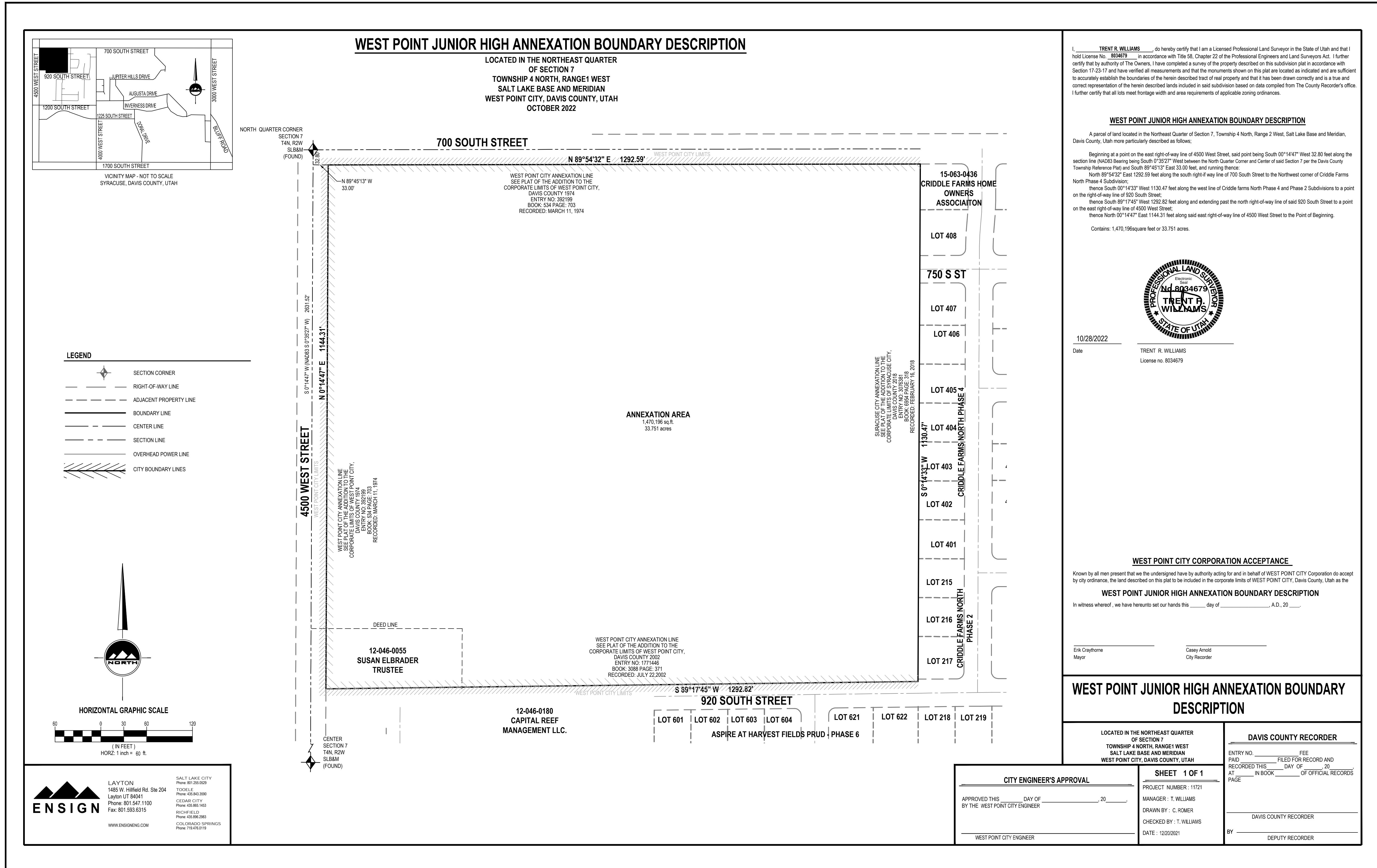
P.O. Box 618

Farmington, UT 84025

Further, the **NOTICE OF INTENT TO ANNEX** was posted on the Utah Public Notice Website and the West Point City Website on the 7th day of March, 2023.



Casey Arnold, West Point City Recorder



ORDINANCE NO. 04-04-2023**

**AN ORDINANCE OF THE WEST POINT CITY COUNCIL
APPROVING THE ANNEXATION OF PROPERTIES IN THE AREA OF
APPROXIMATELY 700 S 4500 W INTO THE BOUNDARIES OF
WEST POINT CITY AND DESIGNATING THE ZONING OF
SAID PROPERTIES AS AN R-1 – RESIDENTIAL ZONE**

WHEREAS, West Point City (hereinafter the “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City has identified certain properties within its Annexation Policy Plan as being appropriate for inclusion with the boundaries of the City; and,

WHEREAS, the properties proposed for annexation (“Annexation Area”) are identified and attached hereto as Exhibit A; and,

WHEREAS, the West Point City Planning Commission has recommended the zoning designation of the Annexation Area as an R-1 – Residential zone and such recommendation was adopted in the City’s General Plan, in accordance with Utah Code §10-9a-403(1)(c); and

WHEREAS, pursuant to Utah Code §10-2-418(2)(b)(i)&(iii), the Annexation Area consists of a combined area of no more than 50-acres, is contiguous to the City, has fewer than 800 residents, the City has provided one or more municipal-type services to the area for at least one year, and will require the delivery of municipal-type services; and,

WHEREAS, the West Point City Council (hereinafter the “City Council) adopted Resolution No. 02-21-2023D, providing notice of its intent to annex this area and set a public hearing date for the proposed annexation; and

WHEREAS, notice of the proposed annexation and notice of the public hearing has been made as required by State Law; and

WHEREAS, 100% of the property owners within the proposed Annexation Area have provided written consent to the annexation of their property, which is attached hereto as Exhibit B, and therefore no protest period was required; and

WHEREAS, a public hearing was held and any public comments were received and considered by the City Council.

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

SECTION 1. Plat Accepted and Approved: The City Council hereby accepts and approves the copy of the local entity plat (“Plat Map”) as prepared and certified by Trent R. Williams, a Licensed Professional Land Surveyor in the State of Utah, holding License No. 8034679, and finds that it is an accurate and recordable map of said Annexation Area, as identified in Exhibit A.

SECTION 2. Territory Annexed: The Annexation Area, being immediately contiguous to the West Point City, Utah boundaries is hereby declared to be annexed into West Point City, Utah; and the corporate limits of said City are hereby declared to be extended accordingly to include and embrace said area.

SECTION 3. Plat and Ordinance to be Recorded: The certified Plat Map as aforesaid and duly certified by the West Point City Recorder to be a full, true and correct copy as filed and deposited with the City Recorder, shall forthwith be filed and recorded by the City Recorder in the office of the County Recorder of Davis County, Utah, together with a certified copy of this Ordinance. The City Recorder is also directed to file a notice of impending boundary action and amended articles of incorporation reflecting said annexation with the Lieutenant Governor of the State of Utah as required by Utah Code §10-2-425.

SECTION 4. Zoning Classification: The Annexation Area is hereby declared as an R-1 – Residential zone as recommended by the Planning Commission and as designated in the City’s adopted General Plan.

SECTION 5. Notices and Filing: The West Point City Mayor, City Recorder, City Attorney, and other authorized officers, employees and agents of the City are hereby empowered to make such filings and to provide such notices as legally required to effect and formalize the annexation described in this Ordinance.

SECTION 6. Action of Officers: All actions of the officers, agents, and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and approved.

SECTION 7. Effective Date: This Ordinance shall become effective immediately upon posting after final passage.

PASSED AND ADOPTED this 4th day of April, 2023

**WEST POINT CITY,
A Municipal Corporation**

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

EXHIBIT A

PARCEL ID: 120460183

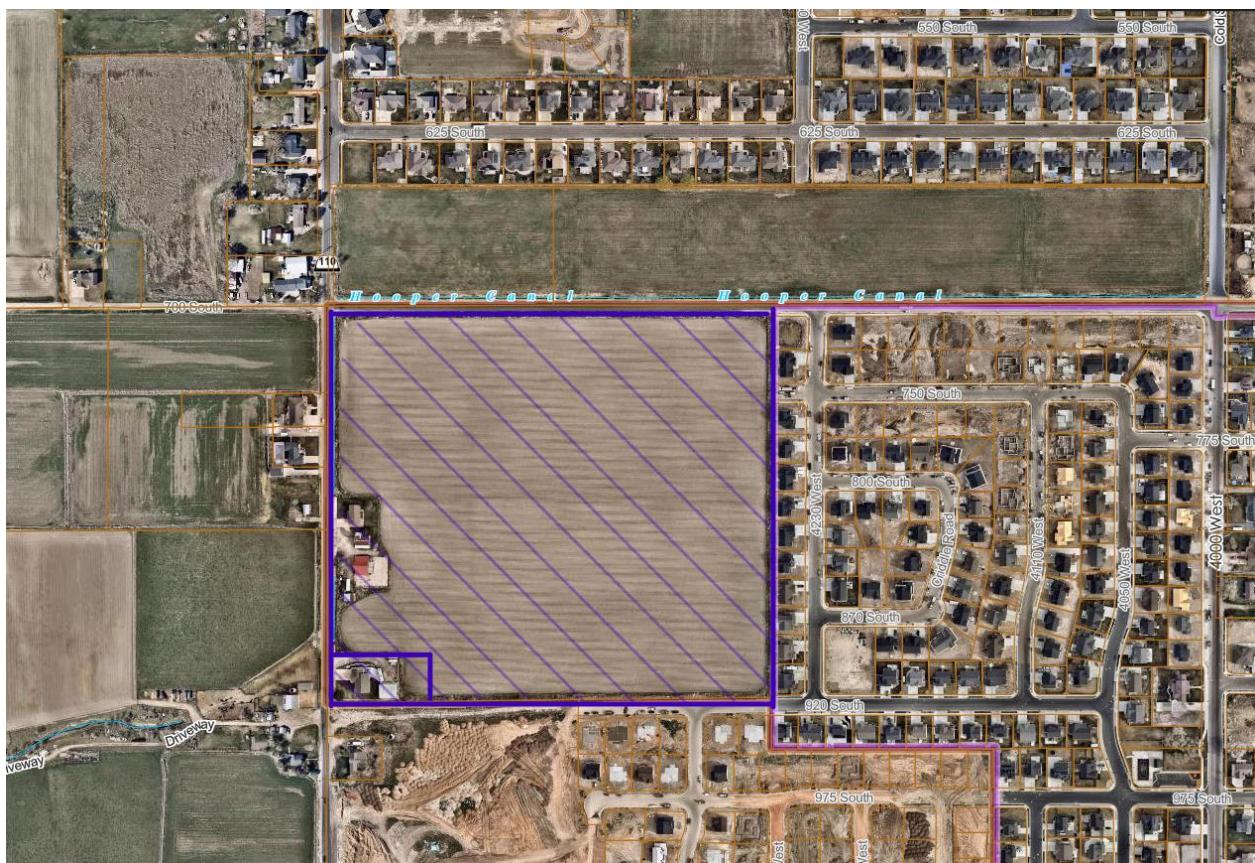
Legal Description:

A PARCEL OF LAND LOC IN THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M, HAVING A BASIS OF BEARING NAD83 UTAH NORTH ZONE OF S 89^{44'54"} E BETWEEN THE MONUMENTED N 1/4 (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3562094.898 E=1471579.021 U.S. FT) & THE MONUMENTED NE COR (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3652083.252 E=1474229.506 U.S. FT) OF SD SEC 7 DESC AS FOLLOWS: BEG AT THE N 1/4 COR OF SD SEC 7; & RUN TH S 89^{44'54"} E 1325.74 FT ALG THE MONUMENTED SEC LINE TO THE NW COR OF CRIDDLE FARMS NORTH PHASE 4, RECORDED AS E# 3360963 IN PLAT BK 7220 (DEED READS 720) AT PG 850 ON 03/19/2021; TH S 00^{35'24"} W 1163.28 FT ALG SD CRIDDLE FARMS NORTH PHASE 4 & CRIDDLE FARMS NORTH PHASE 2, RECORDED AS E#3251596 IN PLAT BK 7514 AT PG 510 ON 05/15/2020, TO THE NE COR OF ASPIRE AT HARVEST FIELDS PRUD PHASE 6, RECORDED AS E# 3379092 OF PLAT BK 7753 AT PG 802 ON 05/05/2021; TH S 89^{38'19"} W 1017.55 FT ALG THE N BNDRY OF SD ASPIRE AT HARVEST FIELDS PRUD PHASE 6 (SD N BNDRY BEING ESTABLISHED BY A BNDRY LINE AGMT, RECORDED AS E# 3150656) & ALG SD BNDRY LINE AGMT; TH N 00^{35'21"} E 141.62 FT; TH S 89^{31'08"} W 308.34 FT, A PORTION OF WH IS ALG AN EXIST FENCE LINE, TO THE MONUMENTED 1/4 SEC LINE WH SEC LINE IS THE CENTER LINE OF 4500 WEST STR WH IS ALSO KNOWN AS UDOT STATE HWY NO 110; TH N 00^{35'21"} E 1036.50 FT ALG THE MONUMENTED 1/4 SEC LINE TO THE POB. CONT. 32.70 ACRES.

PARCEL ID: 120460182

Legal Description:

A PARCEL OF LAND IN THE NE 1/4 OF SEC 7-T4N-R2W, SLB&M, HAVING A BASIS OF BEARING NAD83 UTAH NORTH ZONE OF S 89^{44'54"} E BETWEEN THE MONUMENTED N 1/4 (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3562094.898 E=1471579.021 U.S. FT) & THE MONUMENTED NE COR (SD COR HAVING NAD83 UT NORTH ZONE COORDINATES OF N=3652083.252 E=1474229.506 U.S. FT) OF SD SEC 7, DESC AS FOLLOWS; COMMENCING AT A PT LOC 1177.47 FT S 00^{35'21"} W, ALG THE MONU 1/4 SEC LINE, TO A LINE & OR EXTENSION OF A LINE IDENTIFIED BY A BNDRY LINE AGMT RECORDED AS E# 3150656 FR SD N 1/4 COR OF SEC 7; TH N 89^{38'19"} E 308.33 FT, ALG SD BNDRY LINE AGMT; TH N 00^{35'21"} E 141.62 FT; TH S 89^{31'08"} W 308.34 FT, A PORTION OF WH IS ALG AN EXIST FENCE LINE, TO THE MONUMENTED 1/4 SEC LINE WH SEC LINE IS THE CENTER LINE OF 4500 WEST STR WH IS ALSO KNOWN AS UDOT STATE HWY #110; TH S 00^{35'21"} E 140.97 FT, ALG SD MONUMENTED 1/4 SEC LINE, TO THE POB. CONT. 1.00 ACRE.



OFFICIAL PROPERTY OWNER(S) CONSENT TO ANNEXATION

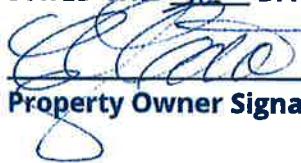
I/We, DAVIS School District the undersigned, declare that I/we are the current recorded property owner(s) or authorized representative of the property identified as:

Parcel ID# 12-046-0183 Location: APPX. 700 S. 4500 W.

I/We further declare that I/we have been provided notice that the West Point City Council has adopted a resolution indicating the intent to annex an area of unincorporated Davis County into the boundaries of West Point City and that my/our property is located within the area proposed for annexation (as described below).

I/We hereby provide my/our written consent to the annexation of my/our property into the boundaries of West Point City as proposed by the West Point City Council in Resolution No. 02-21-2023D.

DATED THIS 30 DAY OF March, 2023


Property Owner Signature

Craig Carter
Printed Name

801-402-5257
Phone

Property Owner Signature

Printed Name

Phone

NOTICE TO PROPERTY OWNERS:

In accordance with UCA §10-2-403, there will be no public election on the proposed annexation as Utah law does not provide for an annexation to be approved by voters at a public election.

THE AREA PROPOSED FOR ANNEXATION:

PARCEL ID: 120460183: 32.70 ACRES

PARCEL ID: 120460182: 1.00 ACRES



OFFICIAL PROPERTY OWNER(S) CONSENT TO ANNEXATION

I/We, Susan L. Elbrader Trustee the undersigned, declare that I/we are the current recorded property owner(s) or authorized representative of the property identified as:

Parcel ID# 120460182 Location: 909 S 4500 W West Point.

I/We further declare that I/we have been provided notice that the West Point City Council has adopted a resolution indicating the intent to annex an area of unincorporated Davis County into the boundaries of West Point City and that my/our property is located within the area proposed for annexation (as described below).

I/We hereby provide my/our written consent to the annexation of my/our property into the boundaries of West Point City as proposed by the West Point City Council in Resolution No. 02-21-2023D.

DATED THIS 6 DAY OF March, 2023

Susan L. Elbrader
Property Owner Signature

Trustee Susan L. Elbrader
Printed Name

8017916120
Phone

Property Owner Signature

Printed Name

Phone

NOTICE TO PROPERTY OWNERS:

In accordance with UCA §10-2-403, there will be no public election on the proposed annexation as Utah law does not provide for an annexation to be approved by voters at a public election.

THE AREA PROPOSED FOR ANNEXATION:

PARCEL ID: 120460183: 32.70 ACRES

PARCEL ID: 120460182: 1.00 ACRES

