3200 W 300 N, West Point, UT 84015

WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
June 7th, 2022
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 AND ALSO ELECTRONICALLY.

The Public may attend the meeting electronically and comment when appropriate by:

- **Join via Zoom**: https://us02web.zoom.us/j/88603190169
- **Telephone:** 1(669) 900-6833 – **Meeting ID:** 886 0319 0169

The public may attend this meeting in-person at West Point City Hall under the following Guidelines:

- *Avoid entering if they have a fever of 100.4° or above, cough, trouble breathing, sore throat, or feel generally unwell*

The public may also participate in the Citizen Comment and Public Hearing Items PRIOR to the meeting via email:

- **Email**: carnold@westpointcity.org
- **Subject Line:** "Citizen Comment – June 7, 2022 City Council
- **Email Body**: **Must** include First & Last Name and Address and a succinct statement of your comment.

ADMINISTRATIVE SESSION
5:30 PM – OPEN TO THE PUBLIC

1. **Discussion Regarding the FY2023 Tentative Budget for West Point City and All Related Agencies –** *Mr. Ryan Harvey* pg. 4
2. **Discussion Regarding the Holiday Oil Gas Station & Car Wash (Located at 3000 W 300 N) –** *Mrs. Bryn MacDonald* pg. 22
3. **Discussion Regarding a Plat Amendment for Craythorn Homestead Phase 2 –** *Mrs. Bryn MacDonald* pg. 45
4. **Discussion Regarding Amendment to WPCC Section 17.70.060 Regarding Accessory Dwelling Units –** *Mrs. Bryn MacDonald* pg. 48
5. **Discussion Regarding a Boundary Line Adjustment with Syracuse City –** *Mrs. Bryn MacDonald* pg. 55
6. **Discussion Regarding a Postponement Agreement for Bennett's Legacy Subdivision (Single-Lot) –** *Mr. Boyd Davis* pg. 57
7. **Discussion Regarding UDOT Master Landscape Agreement –** *Mr. Boyd Davis* pg. 62
8. **Discussion Regarding an Amendment to the "Seasons at Simpson Springs" Development Agreement –** *Mr. Boyd Davis* pg. 91
9. **Other Items**

COMMUNITY DEVELOPMENT & RENEWAL AGENCY MEETING OF WEST POINT CITY
IMMEDIATELY FOLLOWING THE ADMINISTRATIVE SESSION

1. **Call to Order**
2. **Consideration of Approval of Resolution No. R06-07-2022A, Approving the FY2023 Tentative Budget for the CDRA –** *Mr. Ryan Harvey* pg. 7
   a. **Public Hearing**
   b. **Action**
3. **Motion to Adjourn**

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 clearly state your name and address prior to commenting and 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
   - If attending the meeting in-person, please approach the podium
   - If attending the meeting electronically, use the "raise hand" icon if on a computer or dial *9 on the phone to indicate that you would like to make a comment; when it is your turn, the meeting host will unmute you.
7. **Consideration of Approval of the Minutes from the January 18, 2022 West Point City Council Meeting** pg. 107
8. **Consideration of Approval of Resolution No. 06-07-2022A, Approving the FY2023 Tentative Budget for West Point City and All Related Agencies –** *Mr. Ryan Harvey* pg. 7
   a. **Public Hearing –** *please use the Citizen Comment instructions above if you would like to make a comment*
   b. **Action**
9. **Consideration of Approval of Resolution No. 06-07-2022B, Approving a Postponement Agreement for the Bennett's Legacy Single-Lot Subdivision (Located at 984 N 4000 W) –** *Mr. Boyd Davis* pg. 57
10. **Consideration of Approval of Resolution No. 06-07-2022C, Approving the UDOT Master Landscape Agreement –** *Mr. Boyd Davis* pg. 62
11. **Consideration of Approval of Resolution No. 06-07-2022D, Amending Section 3-02(3) of West Point City's Personnel Policies & Procedures to Recognize "Juneteenth" as a Holiday for Purposes of Employee Holiday Leave –** *Ms. Casey Arnold* pg. 67
12. **Consideration of Approval of Resolution No. 06-07-2022E, Approving a Development Agreement Regarding Phase 4 of the Bluff View Estates Subdivision –** *Mrs. Bryn MacDonald* pg. 71
13. **Consideration of Approval of the Final Plat of Phase 4 of the Bluff View Estates Subdivision –** *Mrs. Bryn MacDonald* pg. 71
14. **Consideration of Approval of Resolution No. 06-07-2022F, Approving an Amendment to the Development Agreement for the Sunset Vistas Subdivision (AKA "Seasons at Simpson Springs") –** *Mr. Boyd Davis* pg. 91
15. **Motion to Adjourn into a Closed Session**

CLOSED SESSION

1. ***Motion to Open Closed Session***
2. ***Call to Order & Roll Call***
3. ***Discussion Regarding Personnel, Pursuant to UCA §52-4-205(1)(a)***
4. ***Motion to Adjourn the Closed Session & Return to General Session***

16. **Motion to Adjourn the General Session**

Amended & Posted this 6th day of June, 2022 By: Casey Arnold

CASEY ARNOLD, CITY RECORDER

TENTATIVE UPCOMING ITEMS

Date: 06/21/2022

Administrative Session – 6:00 pm

1. Quarterly Financial Update – Mr. Ryan Harvey
2. Discussion Regarding the FY2023 Final Budget for West Point City and the 2022 Property Tax Rate – Mr. Ryan Harvey
1. Discussion Regarding a Subdivision Located at Approximately 814 N 4000 W (26 Lots) – Mrs. Bryn MacDonald
3.

General Session – 7:00 pm

1. Consideration of Approval of Ordinance No. 06-21-2022A, Amending West Point City Code Section 17.70.060 Regarding Accessory Dwelling Units – Mrs. Bryn MacDonald
    a. Public Hearing
    b. Action
2. Consideration of Approval of Resolution No. 06-21-2022A, Approving a Development Agreement for the Holiday Oil Gas Station – Mrs. Bryn MacDonald
3. Consideration of Approval of the Final Site Plan for the Holiday Oil Gas Station & Car Wash – Mrs. Bryn MacDonald
4. Consideration of Approval of the Holiday Oil Subdivision Located at Approximately 3000 W 300 N – Mrs. Bryn MacDonald
5. Consdieration of Approval of Resolution No. 06-21-2022**, Adopoting the North Davis Active Transportation Plan – Mrs. Bryn MacDonald

CDRA – 7:00 pm

1. Consideration of Approval of Resolution No. R06-21-2022A, Approving the FY2023 Final Budget for the CDRA of West Point City – Mr. Ryan Harvey
    a. Public Hearing
    Action

Date: 07/19/2022

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: 08/02/2022

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2023 Final Budget for West Point City and the 2022 Property Tax Rate – Mr. Ryan Harvey

General Session – 7:00 pm

1. Swearing-In of the 2022-2023 West Point City Youth Council Members – Mayor Vincent

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Date: 08/16/2022

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2023 Final Budget for West Point City and the 2022 Property Tax Rate – Mr. Ryan Harvey

SPECIAL BUDGET MEETING – 7:00 pm

1. Consideration of Approval of Resolution No. 08-16-2022A, Approving the 2022 Property Tax Rate for West Point City – Mr. Ryan Harvey
    a. Public Hearing
    b. Action
2. Consideration of Approval of Ordinance No. 08-16-2022A, Approving the FY2023 Final Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
    a. Public Hearing
    b. Action

General Session – 7:00 pm

WEST POINT CITY

2022 CALENDAR

2022

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					

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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13	14	15	16	17	18	19
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27	28					

MARCH

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

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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MAY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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29	30	31				

JUNE

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

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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31						

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30	31			

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
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25	26	27	28	29	30	

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
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27	28	29	30			

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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*UPDATED AS OF MAY 25 2022

IMPORTANT DATES

JANUARY

3	Swearing-In Ceremony - 12 PM
4	City Council - 6 PM
10	Senior Lunch - 11:30 AM
11	Council/Staff Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	MLK Jr. Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

FEBRUARY

1	City Council - 6 PM
4-5	City Council Planning & Visioning Session
10	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
21	President's Day - CLOSED
24	Planning Commission - 6 PM

MARCH

1	City Council - 6 PM
10	Planning Commission - 6 PM
15	City Council - 6 PM
21	Senior Lunch - 11:30 AM
24	Planning Commission - 6 PM

APRIL

5	City Council - 6 PM
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	EASTER EGG HUNT - 10 AM
19	City Council - 6 PM
22-23	ANNUAL SPRING CLEAN-UP
28	Planning Commission - 6 PM

MAY

3	City Council - 6 PM
5	CEMETERY CLEANING
9	Senior Lunch - 11:30 AM
10	Council/Staff Lunch - 11:30 AM
12	Planning Commission - 6 PM
14	TAKE PRIDE IN WEST POINT
17	City Council - 6 PM
26	Planning Commission - 6 PM
30	Memorial Day - CLOSED

JUNE

4	MISS WEST POINT PAGEANT
6	Senior Lunch -11:30 AM (Loy Blake)
7	City Council - 6 PM
9	Planning Commission - 6 PM
10	MOVIE IN THE PARK - DUSK
20	JUNETEENTH (OBSERVED) - CLOSED
21	City Council - 6 PM
23	Planning Commission - 6 PM

JULY

2 & 4	PARTY AT THE POINT EVENTS
5	Independence Day Holiday - CLOSE
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
25	Pioneer Day Holiday - CLOSED
28	Planning Commission - 6 PM

AUGUST

TBD	Summer Party 5:30 - 7 PM
2	City Council - 6 PM
11	Planning Commission - 6 PM
13	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
19	Senior Dinner - 5:30 PM
25	Planning Commission - 6 PM

SEPTEMBER

5	Labor Day - CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM

OCTOBER

TBD	ANNUAL FALL CLEAN-UP
4	City Council - 6 PM
6	CEMETERY CLEANING
10	Employee Training - CLOSED
13	Planning Commission - 6 PM
14	HALLOWEEN CARNIVAL - 7 PM
17	Senior Lunch - 11:30 AM
18	City Council - 6 PM
25	Council/Staff Lunch - 11:30 AM
27	Planning Commission - 6 PM

NOVEMBER

1	City Council - 6 PM
5	FLAGS ON VETERANS' GRAVES
8	ELECTION DAY
10	Planning Commission - 6 PM
11	Veterans Day - CLOSED
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
24-25	Thanksgiving - CLOSED
28	CITY HALL LIGHTING - 6 PM

DECEMBER

2	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23	CEMETERY LUMINARY - 4 PM
26-27	Christmas Holiday - CLOSED

CITY COUNCIL STAFF REPORT

Subject: FY2023 Tentative Budget
Author: Ryan Harvey
Department: Administrative Services
Date: June 7, 2022

BACKGROUND

Cities in the State of Utah are required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 22nd of June, unless a Truth-in-Taxation (TNT) hearing is held. The Council will need to adopt the Tentative Budget at the June 7th Council Meeting. The final Budget will need to be adopted either at the June 21st Council Meeting, or, if the Council decides to hold a Truth-in-Taxation Hearing, then the final Budget will be adopted in August. The remaining budget schedule is as follows:

June 7, 2022

- CDRA Fund
- Property Tax Rate
- Adoption of FY2023 Tentative Budget
- Adoption of FY2023 CDRA Tentative Budget

June 21, 2022

- Compensation Schedule
- Property Tax Rate
- Adoption of FY2023 Final Budget (If no Truth in Taxation)
- Adoption of FY2023 CDRA Final Budget
- Adoption of Fee Schedule

ANALYSIS

CDRA Fund

This year the City received $193,251 from tax increment revenues. The CDRA continues to have a debt obligation of $140,000 per year. For FY2023, the only difference in the CDRA budget is that the interest expense will be $4,000 less, and the debt expense will be $4,000 more.

Property Tax Rate

The County has not yet set a Certified Rate which will ensure that the City collects the same amount of revenue as last year, plus new growth. In past years the City Council has followed the revenue and taxation policy previously passed that states "West Point City should seek to maintain a stable tax rate; including maintaining the property tax rate when assessed values increase." This of course requires the City to go through the Truth-in-Taxation (TNT) process. If the Council elects to go through that process again this year, the Council may choose to accept the Certified Rate or select a

different rate. If the Council chooses not to go through the Truth-in-Taxation process, then the Certified Tax Rate will be adopted as part of the Final Budget at the June 21 Council Meeting. The City will know the Certified Rate within the next week or two. Staff needs direction from the Council and a motion is required if we are to pursue TNT this year. The needs of the City continue to grow as we see more and more development take place. One of the biggest needs going forward will be maintaining adequate staffing levels and training for staff. We also have our law enforcement contract with the County that continues to increase. While Sales Tax Revenues continue to grow, it is not a wise practice to rely too heavily on that revenue stream. Staff believes that small increases to the more stable Property Tax Revenue is more advantageous for the long-term benefit of the City.

FY2023 Tentative Budget Review

At the May 3rd meeting we discussed the changes to the Tentative Budget related to the General Fund. At the May 17th meeting we discussed changes to the Tentative Budget related to Capital Projects. The following is a summary of the changes proposed in the Tentative Budget:

- Create a separate line item for all of the county recording fees ($4,000)
- Increase the Planning Commission budget from $3,000 to $3,500 ($500)
- Increase to Books/Subscriptions/Memberships from $1,000 to $1,500 ($500)
- Increase Travel/Education from $4,000 to $5,000 ($1,000)
- Reduce Contract Planning from $5,000 to $4,000 (-$1,000)
- Reduce IT Support from $5,000 to $3,000 (-$2,000)
- Quickscores will cost approximately $500 per sport ($3,000)
- Recreation food (snacks & drinks) for our rec aides, throughout the year ($800)
- Recreation to add Volleyball for the 4th of July Tournament ($2,000)
- Servers ($15,000)
- SharePoint ($4,000)
- Back-up software for SharePoint ($550)
- Anti-Virus ($2,200)
- Cemetery Software web version ($15,000)
- New Computers ($3,500)
- HR Employee Background Checks ($500)
- Police Contract –3% increase to the contract ($8,500)
- iPads for Council Members ($2,000)
- ULCT Membership Increase ($900)
- URS Savings (-$8,494)
- Rate Study ($187,604)
- 6% COLA ($107,067)
- Deputy City Recorder ($41,524)
- Utility Billing Clerk – Full-Time ($55,830)

- Capital Projects ($16,289,901; $15,000,000 from bonds)

RECOMMENDATION

Staff would like Council to discuss and provide direction on the proposed FY2023 Tentative Budget, and hold a public hearing during the regular meeting. Staff also recommends approval of the FY2023 Tentative Budget and the FY2023 CDRA Tentative Budget.

SIGNIFICANT IMPACTS

Financial impacts as outlined in the FY2023 Tentative Budget

ATTACHMENTS

Proposed Tentative Budget FY2023
Resolution - FY2023 Tentative Budget
Resolution - FY2023 CDRA Tentative Budget

CDRA OF WEST POINT CITY
RESOLUTION NO. R06-07-2022A

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF WEST POINT CITY FOR FISCAL YEAR 2023

WHEREAS, the Community Development and Renewal Agency of West Point City was created to transact the business of a redevelopment agency and to exercise all of the powers provided for in the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, § 17C-1-101 et. seq., Utah Code Annotated (1953, as amended) and any successor law or act; and,

WHEREAS, Utah Code § 17C-1-601 prescribes the form and methodology set forth by the Legislature and the State Auditor's Office relative to CDRA budgets; and,

WHEREAS, the Executive Director of the Agency has prepared and presented to the Board an annual budget for Fiscal Year 2023;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the CDRA Board of West Point City that the hereto attached CDRA Tentative Budget is hereby adopted for Fiscal Year 2023.

IT IS FURTHER ORDERED that a copy of the Budget be made available to the public for review and inspection at West Point City Hall during regular business hours.

PASSED AND ADOPTED this 7th day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, CDRA Chair

ATTEST:

_____
Kyle Laws, Executive Director

_____
Casey Arnold, Secretary

RESOLUTION NO. 06-07-2022A

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR WEST POINT CITY & RELATED AGENCIES FOR FISCAL YEAR 2022-2023

WHEREAS, the City Council of West Point City, County of Davis, State of Utah (hereinafter referred to as the "City") is required by law to adopt a Budget for the 2022-2023 Budget Year in accordance with § 10-6-118, UCA, 1953, as amended, and the other provisions of the "Uniform Fiscal Procedures Act for Utah Cities," § 10-6-101 through § 10-6-160, UCA, 1953, as amended; and,

WHEREAS, the West Point City Manager has heretofore caused to be prepared and submitted to the City Council a Tentative Budget for the City for the 2022-2023 Budget Year; and,

WHEREAS, said Tentative Budget appears to be in proper form, subject to minor modifications, and appears correctly to set forth the anticipated disbursements and anticipated receipts of the City for the 2022-2023 Budget Year;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City that the hereto attached Tentative Budget is hereby adopted as the Tentative Budget of the City for Fiscal Year 2022-2023.

PASSED AND ADOPTED this 7th day of June, 2022

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
GENERAL FUND						
TAXES						
10-31-10	Property Taxes	542,498.35	618,708.10	598,886.00	598,886.00	598,886.00
10-31-25	Vehicle - In lieu of prop. tax	38,686.53	41,152.62	35,000.00	35,000.00	40,000.00
10-31-30	General Sales and Use Taxes	1,626,926.58	1,937,039.55	1,500,000.00	1,500,000.00	2,000,000.00
10-31-40	Cable TV	59,076.49	58,756.19	50,000.00	50,000.00	50,000.00
10-31-50	Energy Sales and Use	386,092.10	386,234.66	365,000.00	365,000.00	380,000.00
10-31-60	Telecommunications	45,018.90	33,356.89	30,000.00	30,000.00	25,000.00
	Total TAXES:	2,698,298.95	3,075,248.01	2,578,886.00	2,578,886.00	3,093,886.00
LICENSES AND PERMITS						
10-32-10	Bus. License/Cond. Use Permits	9,354.52	25,758.00	10,000.00	10,000.00	10,000.00
10-32-21	Building Permits	310,374.33	472,263.95	400,000.00	400,000.00	500,000.00
10-32-25	Public Safety Fees	136.68	.00	.00	.00	.00
	Total LICENSES AND PERMITS:	319,865.53	498,021.95	410,000.00	410,000.00	510,000.00
INTERGOVERNMENTAL REVENUE						
10-33-56	Class C Roads	410,915.99	454,247.78	400,000.00	400,000.00	450,000.00
10-33-70	Cares Act Revenue	.00	454,694.08	.00	.00	.00
	Total INTERGOVERNMENTAL REVENUE:	410,915.99	908,941.86	400,000.00	400,000.00	450,000.00
CHARGES FOR SERVICES						
10-34-10	Zoning and Subdivision Fees	34,125.00	14,775.00	20,000.00	20,000.00	50,000.00
10-34-60	Recreation Fees	49,386.00	73,465.00	90,000.00	90,000.00	90,000.00
10-34-78	Park & City Hall Reservations	4,150.00	4,900.00	3,500.00	3,500.00	4,000.00
10-34-79	City Celeb. & Sponsorships	5,720.90	10,052.00	9,000.00	9,000.00	9,000.00
10-34-82	Cemetery Interment	22,850.00	14,700.00	15,000.00	15,000.00	15,000.00
10-34-90	Misc. Income & Concessions	1,379.03	10,399.89	2,000.00	2,000.00	4,000.00
	Total CHARGES FOR SERVICES:	117,610.93	128,291.89	139,500.00	139,500.00	172,000.00
MISCELLANEOUS REVENUE						
10-36-10	Interest Earnings	37,143.94	8,430.91	20,000.00	20,000.00	5,000.00
10-36-20	Donations	2,895.00	4,866.00	2,000.00	2,000.00	2,000.00
10-36-90	Miscellaneous	3,029.88	12,936.59	1,000.00	1,000.00	1,000.00
	Total MISCELLANEOUS REVENUE:	43,068.82	26,233.50	23,000.00	23,000.00	8,000.00
CONTRIBUTIONS & TRANSFERS						
10-39-10	Beginning Balance	.00	.00	800,000.00	800,000.00	800,000.00
	Total CONTRIBUTIONS & TRANSFERS:	.00	.00	800,000.00	800,000.00	800,000.00
GENERAL GOVERNMENT						
10-41-10	Mayor and Council Wages	45,616.25	52,059.09	47,413.00	47,413.00	47,413.00
10-41-11	Executive	.00	807.69	.00	.00	.00
10-41-13	Employee Benefits	5,946.09	6,744.12	7,375.00	7,375.00	7,308.00
10-41-33	Training and Education	1,309.20	7,900.22	9,000.00	9,000.00	9,000.00
10-41-35	Community Service Contracts	1,100.00	1,275.00	3,000.00	3,000.00	3,000.00
	Total GENERAL GOVERNMENT:	53,971.54	68,786.12	66,788.00	66,788.00	66,721.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
ADMINISTRATIVE SERVICES						
10-44-11	Salaries and Wages	102,094.77	105,702.46	116,024.00	117,579.00	146,706.00
10-44-13	Employee Benefits	44,028.50	44,041.47	49,719.00	51,196.00	66,137.00
10-44-20	Mileage Reimbursement	.00	.00	800.00	800.00	800.00
10-44-21	Books, Subscrip. & Memberships	532.84	136.24	1,000.00	1,000.00	1,000.00
10-44-24	Postage	3,115.64	2,604.95	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	1,552.37	912.88	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	8,076.90	8,197.42	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	30.03	324.66	4,000.00	4,000.00	4,000.00
10-44-38	Auditor & Accounting Support	15,733.27	14,278.00	16,500.00	16,500.00	16,500.00
10-44-63	IT Support & Contracts	4,163.74	4,163.74	7,100.00	7,100.00	7,100.00
10-44-65	Emergency Management	1,388.10	400.00	2,000.00	2,000.00	2,000.00
10-44-69	Office Supplies & Expense	2,671.85	3,004.17	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	18,810.94	25,235.97	40,000.00	40,000.00	40,000.00
10-44-95	Credit Card Processing Fees	1,241.98	1,246.69	1,000.00	1,000.00	1,000.00
10-44-98	Bank Service Charges	1,047.75	1,029.84	1,000.00	1,000.00	1,000.00
	Total ADMINISTRATIVE SERVICES:	204,488.68	211,278.49	265,643.00	268,675.00	312,743.00
PUBLIC WORKS						
10-48-11	Salaries and Wages	109,967.85	105,528.96	167,300.00	169,235.00	192,850.00
10-48-13	Employee Benefits & Retirement	67,295.57	62,397.50	111,012.00	111,517.00	116,732.00
10-48-15	On call pay	5,730.17	5,462.12	5,950.00	5,950.00	5,950.00
10-48-20	Overtime	19,358.00	13,152.28	14,000.00	14,000.00	14,000.00
10-48-23	Travel and Education	.00	.00	360.00	360.00	360.00
10-48-25	Equipment, Supplies & Maint.	9,114.70	7,289.88	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	20,974.58	18,463.77	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	3,627.80	3,617.32	3,000.00	3,000.00	3,000.00
10-48-65	Fleet Operations & Maintenance	6,554.35	6,685.74	4,250.00	4,250.00	4,250.00
10-48-67	Fleet Fuel	7,657.19	9,030.48	12,865.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	187.81	477.59	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	.00	.00	10,000.00	10,000.00	10,000.00
10-48-75	Crosswalk Power	609.89	663.43	900.00	900.00	900.00
10-48-77	Public Facilities Heating	5,881.81	5,495.06	5,000.00	5,000.00	5,000.00
10-48-82	Public Facilities Power	14,053.04	13,932.02	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	49,582.85	57,437.29	52,000.00	52,000.00	52,000.00
	Total PUBLIC WORKS:	320,595.61	309,633.44	435,197.00	437,637.00	466,467.00
EXECUTIVE						
10-49-11	Salaries and Wages	175,513.30	174,483.64	190,613.00	194,727.00	270,051.00
10-49-13	Employee Benefits	82,055.90	85,920.27	111,966.00	115,627.00	152,571.00
10-49-20	Mileage Reimbursements	387.44	29.99-	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	1,976.37	2,799.23	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	8,273.34	3,070.08	6,000.00	6,000.00	6,000.00
10-49-24	Postage	.00	.00	320.00	320.00	320.00
10-49-25	New Equipment Purchase	19,088.38	21,096.93	17,000.00	17,000.00	22,500.00
10-49-37	Attorney	28,737.86	35,376.50	33,000.00	33,000.00	33,000.00
10-49-62	Miscellaneous	4,254.64	858.11	12,000.00	12,000.00	12,000.00
10-49-63	IT Support & Contracts	30,179.22	25,580.27	36,000.00	36,000.00	36,000.00
10-49-65	Emp. Awards, Rec. & Events	12,639.11	10,863.08	13,000.00	13,000.00	13,000.00
10-49-66	Education Reimb. Program	3,500.00	3,007.15	6,000.00	6,000.00	6,000.00
10-49-67	Emp. Benefits & Bonus Program	.00	.00	13,000.00	13,000.00	13,000.00
10-49-68	Wellness Program	67.35	.00	2,000.00	2,000.00	2,000.00
10-49-69	Office Supplies & Expense	4,178.05	4,180.66	5,000.00	5,000.00	5,000.00
10-49-70	Cellular & Radio Serv. & Equip	8,750.47	9,276.50	12,000.00	12,000.00	12,000.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
10-49-72	Legal Advertising	5,306.50	2,643.40	9,000.00	9,000.00	9,000.00
10-49-80	Utah League Membership	5,446.40	5,446.40	5,500.00	5,500.00	6,400.00
10-49-82	City Newsletter	4,299.60	4,344.99	4,500.00	4,500.00	4,500.00
10-49-83	Economic Development	.00	.00	5,000.00	5,000.00	5,000.00
10-49-85	Volunteerism Program	284.64	.00	2,000.00	2,000.00	2,000.00
10-49-86	HR Background Checks	.00	.00	.00	.00	500.00
10-49-88	Recorders Office	4,982.10	4,325.17	8,000.00	8,000.00	8,000.00
10-49-89	Elections	17,333.57	684.00	20,000.00	20,000.00	20,000.00
10-49-90	City Celebrations & Events	53,167.04	27,856.96	78,500.00	78,500.00	78,500.00
10-49-91	Youth Council	5,188.46	4,571.55	8,000.00	8,000.00	8,000.00
10-49-92	Miss West Point Pageant	18,354.64	13,865.35	19,600.00	19,600.00	19,600.00
10-49-93	Senior Program	895.93	.00	2,500.00	2,500.00	2,500.00
10-49-94	Community Garden	.00	.00	300.00	300.00	300.00
10-49-96	Youth Court	.00	.00	5,000.00	5,000.00	5,000.00
10-49-97	COVID-19	13,020.85	443,271.02	200,000.00	200,000.00	200,000.00
10-49-98	Arts Council	.00	.00	5,000.00	5,000.00	5,000.00
	Total EXECUTIVE:	507,881.16	883,491.27	834,549.00	842,324.00	961,492.00
COMMUNITY DEVELOPMENT						
10-52-11	Salaries and Wages	181,812.68	206,319.57	291,781.00	291,781.00	278,680.00
10-52-13	Employee Benefits & Retirement	79,220.53	88,257.62	143,510.00	144,256.00	152,673.00
10-52-21	Books, Subscrip. & Memberships	674.50	268.00	1,000.00	1,000.00	1,500.00
10-52-23	Travel, Education & Certificat	4,060.42	1,338.87	4,000.00	4,000.00	5,000.00
10-52-25	Equipment & Supplies	4,170.14	3,052.20	2,000.00	2,000.00	2,000.00
10-52-51	GIS	.00	1,619.84	1,750.00	1,750.00	1,750.00
10-52-62	Contract Planning & Insp Serv	32,060.00	27,205.00	5,000.00	5,000.00	4,000.00
10-52-63	IT Support & Contracts	.00	.00	5,000.00	5,000.00	3,000.00
10-52-65	State Building Surcharge	2,945.77	2,610.17	1,000.00	1,000.00	1,000.00
10-52-68	Planning Comm/Board of Adj.	1,612.54	61.00	3,000.00	3,000.00	3,500.00
10-52-69	Office Supplies & Expense	256.39	856.44	500.00	500.00	500.00
10-52-85	Code Enforcement	.00	1,343.20	4,000.00	4,000.00	4,000.00
10-52-90	County Recording Fees	.00	.00	.00	.00	4,000.00
	Total COMMUNITY DEVELOPMENT:	306,812.97	332,931.91	462,541.00	463,287.00	461,603.00
ENGINEERING						
10-53-11	Salaries and Wages	.00	.00	43,452.00	43,960.00	50,485.00
10-53-13	Emp. Benefits & Retirement	.00	.00	21,915.00	22,051.00	23,538.00
10-53-21	Books, Subscrip. & Memberships	.00	.00	1,000.00	1,000.00	1,000.00
10-53-23	Travel, Education & Certificat	.00	.00	4,000.00	4,000.00	4,000.00
10-53-25	Equipment & Supplies	.00	.00	5,500.00	5,500.00	5,500.00
10-53-51	GIS	.00	.00	3,000.00	3,000.00	3,000.00
10-53-63	IT Support & Contracts	.00	.00	5,400.00	5,400.00	42,150.00
10-53-69	Office Supplies & Expense	.00	.00	500.00	500.00	500.00
10-53-70	Engineering Services	.00	851.25	22,000.00	22,000.00	22,000.00
	Total ENGINEERING:	.00	851.25	106,767.00	107,411.00	152,173.00
PUBLIC SAFETY & EMERGENCY PLAN						
10-54-11	Crossing Guards	28,191.05	29,313.64	60,011.00	60,011.00	60,008.00
10-54-13	Employee Benefits & Retirement	2,722.80	2,843.25	5,949.00	5,949.00	5,947.00
10-54-15	Crossing Guard Supplies/Equip.	1,157.71	528.02	1,000.00	1,000.00	1,000.00
10-54-60	Animal Control	48,129.92	47,345.50	55,000.00	55,000.00	55,000.00
10-54-62	Police Services	275,322.42	262,800.00	283,250.00	283,250.00	291,750.00
10-54-65	Narcotics Strike Force	8,743.68	8,743.68	8,800.00	8,800.00	8,800.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
10-54-75	Hometown Security (EPRT)	.00	689.31	4,000.00	4,000.00	4,000.00
	Total PUBLIC SAFETY & EMERGENCY PLAN:	364,267.58	352,263.40	418,010.00	418,010.00	426,505.00
PARKS AND CEMETERY						
10-70-11	Salaries and Wages	47,991.37	50,798.01	104,008.00	106,021.00	120,786.00
10-70-13	Employee Benefits & Retirement	5,711.40	12,804.22	10,305.00	10,505.00	11,970.00
10-70-20	Uniforms	300.00	.00	600.00	600.00	600.00
10-70-25	Equipment & Supplies	12,863.35	20,339.43	14,000.00	14,000.00	14,000.00
10-70-26	Building and Grounds	72,523.72	81,877.91	68,600.00	68,600.00	68,600.00
10-70-29	Park & Cemetery Lights	3,846.65	3,959.40	3,400.00	3,400.00	3,400.00
10-70-61	Misc. Services and Supplies	.00	.00	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	44.71	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	3,675.23	622.14	4,000.00	4,000.00	4,000.00
	Total PARKS AND CEMETERY:	146,956.43	170,401.11	206,613.00	208,826.00	225,056.00
RECREATION						
10-71-11	Salaries and Wages	121,803.93	139,177.72	170,649.00	172,596.00	194,078.00
10-71-13	Employee Benefits & Retirement	61,222.22	62,524.38	80,441.00	80,870.00	85,291.00
10-71-20	Recreation Program Marketing	503.36	511.59	1,000.00	1,000.00	1,000.00
10-71-23	Travel & Education	395.00	.00	2,400.00	2,400.00	2,400.00
10-71-26	Building and Grounds	78.78	1,721.14	2,300.00	2,300.00	2,300.00
10-71-30	Background Checks	509.05	882.50	2,000.00	2,000.00	2,000.00
10-71-60	Soccer	10,042.95	15,047.12	12,000.00	12,000.00	13,000.00
10-71-67	Junior Jazz	18,015.81	14,425.78	23,000.00	23,000.00	23,500.00
10-71-68	Football	18,361.36	25,639.36	34,500.00	34,500.00	35,000.00
10-71-69	Office Supplies & Expense	344.74	206.40	250.00	250.00	1,050.00
10-71-71	Baseball/Softball	25,559.54	7,396.37	20,500.00	20,500.00	21,000.00
10-71-73	Volleyball	1,599.56	2,034.40	3,000.00	3,000.00	5,500.00
10-71-74	Tennis	.00	.00	5,000.00	5,000.00	5,000.00
	Total RECREATION:	258,436.30	269,566.76	357,040.00	359,416.00	391,119.00
TRANSFERS, CONT. & OTHER USES						
10-90-63	Class C Trans. to Special Rev.	410,915.95	454,247.78	400,000.00	400,000.00	450,000.00
10-90-70	Trans. Debt. Serv. City Hall	107,000.00	107,000.00	107,055.00	107,055.00	107,055.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	885,500.00	885,500.00	691,183.00	671,957.00	1,012,952.00
	Total TRANSFERS, CONT. & OTHER USES:	1,403,415.95	1,446,747.78	1,198,238.00	1,179,012.00	1,570,007.00
	GENERAL FUND Revenue Total:	3,589,760.22	4,636,737.21	4,351,386.00	4,351,386.00	5,033,886.00
	GENERAL FUND Expenditure Total:	3,566,826.22	4,045,951.53	4,351,386.00	4,351,386.00	5,033,886.00
	Net Total GENERAL FUND:	22,934.00	590,785.68	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
SPECIAL REVENUE FUND						
DEVELOPMENT FEES						
45-30-57	Road Impact Fees	261,551.13	301,213.00	152,900.00	152,900.00	152,900.00
45-30-70	Park and Trails Impact Fees	356,612.22	469,029.42	238,086.00	238,086.00	238,086.00
45-30-75	North Davis Sewer Impact Fees	592,962.00	647,944.00	352,600.00	352,600.00	352,600.00
45-30-80	N.D. Fire Impact Fees	26,192.08	68,522.62	13,868.00	13,868.00	13,868.00
45-30-99	Beginning Balance	.00	.00	157,712.00	190,281.00	236,841.00
	Total DEVELOPMENT FEES:	1,237,317.43	1,486,709.04	915,166.00	947,735.00	994,295.00
OTHER FINANCING SOURCES						
45-33-46	Grants (Road Projects)	1,403,327.34	434,527.78	.00	.00	.00
45-33-47	Grants	75,000.00	126,435.72	.00	.00	.00
45-33-90	Transfer from Other Funds	410,915.95	454,247.78	400,000.00	400,000.00	450,000.00
45-33-93	Local Option Roads	133,273.43	161,650.55	125,000.00	125,000.00	125,000.00
45-33-96	ARPA West Point City Direct	.00	.00	.00	1,296,768.00	.00
45-33-97	ARPA NEU Davis County	.00	.00	.00	25,000,000.00	.00
	Total OTHER FINANCING SOURCES:	2,022,516.72	1,176,861.83	525,000.00	26,821,768.00	575,000.00
Source: 36						
45-36-10	Interest Income	53,499.70	16,941.85	.00	.00	.00
	Total Source: 36:	53,499.70	16,941.85	.00	.00	.00
SPECIAL FUND PROJECTS						
45-51-15	Parks/Trails Impact Fee Proj.	.00	.00	1,648.00	1,648.00	1,648.00
45-51-71	Roads/Ped. Walkways Impact Fee	.00	30,000.00	42,798.00	57,798.00	22,564.00
45-51-80	N.D. Sewer Impact Fees	592,962.00	630,972.00	352,600.00	352,600.00	352,600.00
45-51-85	N.D. Fire Impact Fees	27,328.28	64,234.72	13,868.00	13,868.00	13,868.00
45-51-91	ARPA West Point City Direct	.00	.00	.00	1,296,768.00	.00
45-51-92	ARPA NEU Davis County	.00	.00	.00	25,000,000.00	.00
45-51-93	Local Option Roads	14,000.00	6,087.00	466,309.00	466,309.00	546,309.00
45-51-95	Class C Road Expenditures	275,823.16	238,032.39	540,480.00	558,049.00	609,843.00
45-51-97	Road & Sidewalk Grant Projects	1,481,164.01	350,548.89	22,463.00	22,463.00	22,463.00
	Total SPECIAL FUND PROJECTS:	2,391,277.45	1,319,875.00	1,440,166.00	27,769,503.00	1,569,295.00
	SPECIAL REVENUE FUND Revenue Total:	3,313,333.85	2,680,512.72	1,440,166.00	27,769,503.00	1,569,295.00
	SPECIAL REVENUE FUND Expenditure Total:	2,391,277.45	1,319,875.00	1,440,166.00	27,769,503.00	1,569,295.00
	Net Total SPECIAL REVENUE FUND:	922,056.40	1,360,637.72	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
CAPITAL PROJECTS FUND						
REVENUE						
48-30-39	Misc. revenue	35,408.25	232,089.10	.00	.00	.00
48-30-45	Cemetery Permit & Perpet. Care	43,290.00	29,520.00	147,057.00	147,057.00	223,062.00
48-30-90	Beginning Balance	.00	.00	1,502,264.00	1,424,826.00	1,243,945.00
Total REVENUE:		78,698.25	261,609.10	1,649,321.00	1,571,883.00	1,467,007.00
OTHER FINANCING SOURCES						
48-33-10	Transfer from General Fund	885,500.00	885,500.00	691,183.00	691,183.00	1,012,952.00
48-33-20	Proceeds from Bonds	.00	.00	.00	.00	15,000,000.00
48-33-35	Interest	63,381.74	17,357.08	.00	.00	.00
Total OTHER FINANCING SOURCES:		948,881.74	902,857.08	691,183.00	691,183.00	16,012,952.00
CAP. PROJ. FUND FINANCING USES						
48-51-15	Buildings	67,071.23	105,108.19	60,980.00	60,980.00	15,164,835.00
48-51-20	Road Projects	232,733.12	162,722.30	565,158.00	437,720.00	411,218.00
48-51-25	Park Improvement Projects	31,662.90	14,635.50	1,030,109.00	1,030,109.00	987,529.00
48-51-43	Capital Equipment Replacement	66,409.69	.00	66,200.00	66,200.00	45,565.00
48-51-44	Vehicle Replacement	44,841.00	29,573.00	11,000.00	11,000.00	34,500.00
48-51-53	5 Year CIP	.00	.00	460,000.00	510,000.00	613,250.00
48-51-70	Cemetery Perpetual Care	.00	.00	147,057.00	147,057.00	223,062.00
Total CAP. PROJ. FUND FINANCING USES:		442,717.94	312,038.99	2,340,504.00	2,263,066.00	17,479,959.00
CAPITAL PROJECTS FUND Revenue Total:		1,027,579.99	1,164,466.18	2,340,504.00	2,263,066.00	17,479,959.00
CAPITAL PROJECTS FUND Expenditure Total:		442,717.94	312,038.99	2,340,504.00	2,263,066.00	17,479,959.00
Net Total CAPITAL PROJECTS FUND:		584,862.05	852,427.19	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
WASTE FUND						
OPERATING REVENUE						
51-37-17	Penalties	15,127.50	1,677.50	10,000.00	10,000.00	10,000.00
51-37-26	Sewer Fees	1,069,381.56	1,133,584.31	1,100,000.00	1,100,000.00	1,100,000.00
51-37-50	Garbage Collection Fees	510,595.84	541,443.84	500,000.00	500,000.00	500,000.00
51-37-60	Greenwaste Collection Fees	110,855.18	117,188.87	110,000.00	110,000.00	110,000.00
51-37-70	Recycle Collection Fees	128,663.89	135,364.95	130,000.00	130,000.00	130,000.00
	Total OPERATING REVENUE:	1,834,623.97	1,929,259.47	1,850,000.00	1,850,000.00	1,850,000.00
OTHER FINANCING SOURCES						
51-38-05	Sewer Impact Fees	150,851.42	169,890.84	82,700.00	82,700.00	82,700.00
51-38-15	Can Purchase	11,560.00	33,660.00	17,000.00	17,000.00	17,000.00
51-38-80	Interest Earnings	12,741.74	2,996.04	10,000.00	10,000.00	10,000.00
51-38-91	DEVELOPER CONTRIBUTIONS	128,196.25	776,246.00	.00	.00	.00
51-38-99	Pension	.00	.00	20,000.00	5,938.00	20,000.00
	Total OTHER FINANCING SOURCES:	303,349.41	982,792.88	129,700.00	115,638.00	129,700.00
TRANSFERS						
51-39-95	Beginning Fund Balance	.00	.00	34,417.00	.00	56,263.00
51-39-96	Sewer Impact Fee Balance	.00	.00	229,303.00	.00	229,303.00
	Total TRANSFERS:	.00	.00	263,720.00	.00	285,566.00
PRIMARY OPERATING EXPENSES						
51-81-11	Salaries and Wages	157,786.38	176,204.60	212,007.00	214,431.00	249,270.00
51-81-13	Benefits and Bonus	73,314.32	66,157.45	125,506.00	126,800.00	140,086.00
51-81-15	On call pay	818.16	780.30	850.00	850.00	850.00
51-81-20	Overtime	52.11	.00	2,000.00	2,000.00	2,000.00
51-81-27	Lift Station Pumps	1,536.87	1,913.02	2,400.00	10,900.00	10,900.00
51-81-42	Garbage	481,190.21	518,640.01	363,000.00	363,000.00	363,000.00
51-81-43	Greenwaste	106,472.71	112,586.61	98,000.00	98,000.00	98,000.00
51-81-44	Recycling	126,064.98	105,531.25	88,000.00	88,000.00	88,000.00
51-81-49	Sewer Collection and Disposal	827,384.54	849,649.94	668,000.00	668,000.00	668,000.00
51-81-55	Sewer Maintenance and Repair	26,091.92	24,561.35	30,000.00	30,000.00	30,000.00
51-81-63	IT Support & Contracts	15,721.22	14,800.88	23,825.00	23,825.00	23,825.00
51-81-65	Utility Refunds	472.89	.00	1,500.00	1,500.00	1,500.00
	Total PRIMARY OPERATING EXPENSES:	1,816,906.31	1,870,825.41	1,615,088.00	1,627,306.00	1,675,431.00
MATERIALS AND SUPPLIES						
51-82-24	Utility Bills - Postage/Equip.	8,778.32	8,700.43	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	35,500.00	37,105.89	27,000.00	27,000.00	27,000.00
51-82-60	Travel and Education	.00	2,595.12	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	.00	.00	1,000.00	1,000.00	1,000.00
	Total MATERIALS AND SUPPLIES:	44,278.32	48,401.44	40,500.00	40,500.00	40,500.00
WASTE - OTHER EXPENSES						
51-84-05	Sewer Impact Fee Projects	.00	3,185.74	400,000.00	100,000.00	100,000.00
51-84-20	Risk Management	5,513.94	5,735.44	10,000.00	10,000.00	10,000.00
51-84-30	Depreciation	96,038.74	103,993.98	85,000.00	85,000.00	85,000.00
51-84-35	Credit Card Processing Fees	9,540.23	10,565.08	8,100.00	8,100.00	8,100.00
51-84-39	Auditor & Accounting Support	5,498.00	5,192.00	6,000.00	6,000.00	6,000.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
51-84-44	Vehicle Replacement	.00	.00	11,000.00	11,000.00	31,000.00
51-84-81	IT	.00	.00	4,000.00	4,000.00	4,000.00
51-84-83	Capital Improvements	1,600.14	41,858.92	34,732.00	34,732.00	266,235.00
51-84-84	Blue Stakes	2,944.55	1,183.03	1,000.00	1,000.00	1,000.00
51-84-90	Fleet	3,828.59	4,515.22	8,000.00	8,000.00	8,000.00
51-84-97	Fleet Leases	.00	.00	.00	10,000.00	10,000.00
	Total WASTE - OTHER EXPENSES:	124,964.19	176,229.41	567,832.00	277,832.00	529,335.00
TRANSFERS & CONTINGENCIES						
51-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
	Total TRANSFERS & CONTINGENCIES:	.00	.00	20,000.00	20,000.00	20,000.00
	WASTE FUND Revenue Total:	2,137,973.38	2,912,052.35	2,243,420.00	1,965,638.00	2,265,266.00
	WASTE FUND Expenditure Total:	1,986,148.82	2,095,456.26	2,243,420.00	1,965,638.00	2,265,266.00
	Net Total WASTE FUND:	151,824.56	816,596.09	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
WATER FUND						
OPERATING REVENUE						
55-37-11	Metered Water Sales	771,619.78	823,382.45	800,000.00	800,000.00	800,000.00
55-37-13	Secondary Water Sales	816,593.12	837,177.85	820,000.00	820,000.00	820,000.00
55-37-14	Connection Fees - Water	20,500.00	10,150.00	11,500.00	11,500.00	11,500.00
55-37-17	Penalties	13,784.75	627.75	10,000.00	10,000.00	10,000.00
	Total OPERATING REVENUE:	1,622,497.65	1,671,338.05	1,641,500.00	1,641,500.00	1,641,500.00
OTHER FINANCING SOURCES						
55-38-05	Water Impact Fees	172,010.00	32,248.00	36,696.00	36,696.00	36,696.00
55-38-45	Transfer from Spec Rev Fund	.00	151,457.00	.00	.00	.00
55-38-80	Interest Earnings	32,188.91	8,295.59	20,000.00	20,000.00	20,000.00
55-38-95	Fund Reserves	.00	.00	386,428.00	402,208.00	489,883.00
55-38-96	Water Impact Fee Balance	.00	.00	176,779.00	176,779.00	176,779.00
55-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
	Total OTHER FINANCING SOURCES:	204,198.91	192,000.59	639,903.00	655,683.00	743,358.00
PRIMARY OPERATING EXPENSES						
55-81-11	Salaries and Wages	181,322.89	196,081.40	250,247.00	254,617.00	297,420.00
55-81-13	Benefits and Bonus	86,370.39	75,789.36	150,880.00	152,290.00	166,767.00
55-81-15	On call pay	1,636.34	1,560.61	1,700.00	1,700.00	1,700.00
55-81-20	Overtime	1,669.14	.00	4,000.00	4,000.00	4,000.00
55-81-28	Wells & Water Tank Power	6,583.17	6,673.84	11,500.00	11,500.00	11,500.00
55-81-35	Hooper Water District	855.00	50.00	1,500.00	1,500.00	1,500.00
55-81-41	Water Maintenance	42,494.59	88,332.06	18,000.00	18,000.00	18,000.00
55-81-42	Water Sample Testing	4,054.13	3,587.00	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	786,503.89	804,301.92	770,000.00	770,000.00	770,000.00
55-81-45	Registration & Other Expenses	160.00	160.00	1,000.00	1,000.00	1,000.00
55-81-60	Travel and Education	1,630.71	4,661.28	4,140.00	4,140.00	4,140.00
55-81-63	IT Support & Contracts	13,001.24	12,510.59	24,000.00	24,000.00	24,000.00
	Total PRIMARY OPERATING EXPENSES:	1,126,281.49	1,193,708.06	1,241,967.00	1,247,747.00	1,305,027.00
WATER - MATERIALS AND SUPPLIES						
55-82-24	Utility Bills - Postage/Equip	8,778.33	9,200.39	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	.00	.00	750.00	750.00	750.00
55-82-50	Water Meters	98,902.97	155,388.90	115,000.00	115,000.00	115,000.00
	Total WATER - MATERIALS AND SUPPLIES:	107,681.30	164,589.29	124,000.00	124,000.00	124,000.00
WATER - OTHER EXPENSES						
55-84-05	Water System Impact Fee Proj.	.00	.00	408,429.00	408,429.00	430,114.00
55-84-20	Risk Management	5,146.34	5,353.10	10,000.00	10,000.00	10,000.00
55-84-30	Depreciation	143,938.70	149,429.09	80,000.00	80,000.00	80,000.00
55-84-33	Capital Projects & Expenditure	1,048.93	750.00	119,087.00	119,087.00	75,015.00
55-84-35	Credit Card Processing Fees	10,205.85	11,467.76	8,800.00	8,800.00	8,800.00
55-84-38	Auditor & Accounting Support	5,498.00	5,192.00	6,000.00	6,000.00	6,000.00
55-84-40	Water Purchase - Weber Basin	187,410.00	205,865.00	213,620.00	213,620.00	218,402.00
55-84-44	Vehicle Replacement	.00	.00	11,000.00	11,000.00	59,000.00
55-84-82	Blue Stakes	1,487.16	2,831.76	1,500.00	1,500.00	1,500.00
55-84-83	IT	.00	.00	2,000.00	2,000.00	2,000.00
55-84-85	Engineering Studies & Planning	.00	.00	20,000.00	20,000.00	20,000.00
55-84-90	Fleet	6,700.03	7,901.65	15,000.00	15,000.00	15,000.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
55-84-97	Fleet Leases	.00	.00	.00	10,000.00	10,000.00
	Total WATER - OTHER EXPENSES:	361,435.01	388,790.36	895,436.00	905,436.00	935,831.00
TRANSFERS & CONTINGENCIES						
55-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
	Total TRANSFERS & CONTINGENCIES:	.00	.00	20,000.00	20,000.00	20,000.00
	WATER FUND Revenue Total:	1,826,696.56	1,863,338.64	2,281,403.00	2,297,183.00	2,384,858.00
	WATER FUND Expenditure Total:	1,595,397.80	1,747,087.71	2,281,403.00	2,297,183.00	2,384,858.00
	Net Total WATER FUND:	231,298.76	116,250.93	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
STORM WATER UTILITY FUND						
OPERATING REVENUE						
58-37-11	Storm Sys. Maint. & Const. Fee	184,592.29	192,575.81	185,000.00	185,000.00	185,000.00
58-37-17	Penalties	1,512.75	69.75	1,000.00	1,000.00	1,000.00
58-37-90	Fund Balance	.00	.00	159,100.00	172,339.00	170,832.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	13,937.00	13,937.00	9,900.00
	Total OPERATING REVENUE:	186,105.04	192,645.56	359,037.00	372,276.00	366,732.00
OTHER FINANCING SOURCES						
58-38-05	Storm Water Impact Fees	117,853.99	223,376.52	105,100.00	105,100.00	105,100.00
58-38-45	Transfer From Spec Rev Fund	.00	56,208.00	.00	.00	.00
58-38-70	Interest Earnings	31,845.23	7,999.37	20,000.00	20,000.00	20,000.00
58-38-91	DEVELOPER CONTRIBUTIONS	360,765.16	776,003.00	.00	.00	.00
58-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
	Total OTHER FINANCING SOURCES:	510,464.38	1,063,586.89	145,100.00	145,100.00	145,100.00
PRIMARY OPERATING EXPENSES						
58-81-11	Salaries and Wages	62,672.06	85,674.40	78,350.00	79,257.00	92,022.00
58-81-13	Benefits	28,531.30	31,572.73	44,991.00	45,360.00	49,210.00
58-81-27	Storm Sys. Maint. & Repair	20,219.53	8,279.84	11,000.00	11,000.00	11,000.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	1,331.20	1,495.78	1,100.00	1,100.00	1,100.00
58-81-40	Sweeping & Preventative Care	16,535.82	5,985.86	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	1,815.00	489.98	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	.00	.00	5,000.00	5,000.00	5,000.00
	Total PRIMARY OPERATING EXPENSES:	131,104.91	133,498.59	164,941.00	166,217.00	182,832.00
STORM WTR UTILITY - OTHER EXP.						
58-84-05	Storm System Impact Fee Proj.	81,685.00	16,796.24	119,037.00	121,000.00	115,000.00
58-84-20	Risk Management	1,838.00	1,911.79	3,500.00	3,500.00	3,500.00
58-84-30	Depreciation	110,201.63	121,038.80	64,000.00	64,000.00	64,000.00
58-84-38	Auditor & Accounting Support	1,374.50	1,298.00	1,500.00	1,500.00	1,500.00
58-84-44	Vehicle Replacement	.00	.00	11,000.00	11,000.00	27,500.00
58-84-83	Capital Projects	.00	27,866.26	117,659.00	117,659.00	85,000.00
58-84-90	Fleet Expense	957.15	1,148.94	2,500.00	2,500.00	2,500.00
58-84-97	Fleet Leases	.00	.00	.00	10,000.00	10,000.00
	Total STORM WTR UTILITY - OTHER EXP.:	196,056.28	170,060.03	319,196.00	331,159.00	309,000.00
Department: 90						
58-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
	Total Department: 90:	.00	.00	20,000.00	20,000.00	20,000.00
	STORM WATER UTILITY FUND Revenue Total:	696,569.42	1,256,232.45	504,137.00	517,376.00	511,832.00
	STORM WATER UTILITY FUND Expenditure Total:	327,161.19	303,558.62	504,137.00	517,376.00	511,832.00
	Net Total STORM WATER UTILITY FUND:	369,408.23	952,673.83	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
DEBT SERVICE						
MISCELLANEOUS REVENUE						
70-36-10	Interest Earnings	1,117.67	476.08	.00	.00	.00
	Total MISCELLANEOUS REVENUE:	1,117.67	476.08	.00	.00	.00
TRANSFERS AND CONTRIBUTIONS						
70-39-20	General Fund Transfer	107,000.00	107,000.00	107,055.00	107,055.00	.00
	Total TRANSFERS AND CONTRIBUTIONS:	107,000.00	107,000.00	107,055.00	107,055.00	.00
FUNDING USES						
70-84-10	Debt Service - City Hall	101,000.00	103,000.00	106,000.00	106,000.00	.00
70-84-15	Interest on Bonds	5,147.30	3,208.27	1,055.00	1,055.00	.00
	Total FUNDING USES:	106,147.30	106,208.27	107,055.00	107,055.00	.00
	DEBT SERVICE Revenue Total:	108,117.67	107,476.08	107,055.00	107,055.00	.00
	DEBT SERVICE Expenditure Total:	106,147.30	106,208.27	107,055.00	107,055.00	.00
	Net Total DEBT SERVICE:	1,970.37	1,267.81	.00	.00	.00

Account Number	Account Title	2020 Actual	2021 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget
CDRA FUND						
REVENUE						
85-31-10	Property Tax Increment	157,890.00	149,947.00	140,000.00	140,000.00	140,000.00
	Total REVENUE:	157,890.00	149,947.00	140,000.00	140,000.00	140,000.00
Source: 38						
85-38-80	Interest Earnings	393.51	159.34	.00	.00	.00
	Total Source: 38:	393.51	159.34	.00	.00	.00
EXPENDITURES						
85-44-63	Administration	.00	25.00	.00	.00	.00
85-44-65	Long-term Debt Expense	107,000.00	111,000.00	115,000.00	115,000.00	119,000.00
	Total EXPENDITURES:	107,000.00	111,025.00	115,000.00	115,000.00	119,000.00
Department: 84						
85-84-15	Interest Expense	29,976.50	26,135.20	25,000.00	25,000.00	21,000.00
	Total Department: 84:	29,976.50	26,135.20	25,000.00	25,000.00	21,000.00
	CDRA FUND Revenue Total:	158,283.51	150,106.34	140,000.00	140,000.00	140,000.00
	CDRA FUND Expenditure Total:	136,976.50	137,160.20	140,000.00	140,000.00	140,000.00
	Net Total CDRA FUND:	21,307.01	12,946.14	.00	.00	.00
	Net Grand Totals:	2,305,661.38	4,703,585.39	.00	.00	.00

CITY COUNCIL STAFF REPORT

Subject: Site Plan/ Development Agreement – Holiday Oil
Author: Bryn MacDonald
Department: Community Development
Date: June 7, 2022

Background

The applicant, Brent Neel for Holiday Oil, is seeking approval to construct a Holiday Oil Gas Station and car wash on property located at 3000 W 300 N. This use requires the approval of three different applications: site plan, conditional use, and a subdivision. The applicant is also proposing a development agreement which will need to be approved.

The Planning Commission approved the conditional use and preliminary plat during their meeting on May 12, 2022. The Planning Commission recommended approval of the site plan and development agreement. The City Council must now act on the site plan, final subdivision plat, and development agreement.

Process

The site plan requires a recommendation from the Planning Commission and a decision from the City Council. The development agreement requires a public hearing to be held and a recommendation from the Planning Commission, before the City Council makes the final decision. The Planning Commission held a public hearing for the development agreement on May 12, 2022.

Analysis

Commercial uses such as gas stations often require multiple applications to be reviewed and approved. These can all be reviewed simultaneously. Below is an analysis of each application:

Site Plan

All commercial uses are required to receive site plan approval before construction. The applicant has submitted a set of plans including site plan, landscaping, photometric, and grading and drainage. Building elevations have also been submitted for review. The following are a few of the standards and requirements that were reviewed:

Parking:	With a total area of 4,200 square feet of building space, 7 parking stalls are required for this use (see WPCC 17.100.040). One additional parking stall is required for each employee per shift. The proposed parking calculation is 18 total parking stalls with 1 being reserved for ADA compliance.
Landscaping:	Landscaping requirements can be found in 17.60.140(C)(4-5)

- The minimum landscaping required is 15%; 16% has been provided.
- A buffer yard is required on the west property line next to the existing homes. Staff has determined that a "B" buffer yard will be adequate, which requires landscaping to be 10 feet wide and planted with one large evergreen or deciduous tree every 20 feet and a minimum six-foot chain-link fence. The proposed plan has a 15 foot wide buffer yard and a six foot masonry wall. The west property line is approximately 140 feet and therefore seven trees are required in the buffer yard. The current landscape plan shows four trees.

Architecture: West Point City Code requires specific construction standards that apply to newly constructed buildings. These requirements are outlined in 17.60.140 of the City Code.

- Horizontal Articulation: The new construction as shown meets this requirement.
- Vertical Articulation: The new construction as shown meets this requirement.
- Masonry Material: The proposed building is all brick and meets the requirement

Lighting: All lighting meets the ordinance as outlined in WPCC 17.120.

Other:

- Dumpster Enclosure: Matches the building elevations.
- Canopy: Gas station canopy must comply with the requirements of section 17.110.110 (K)(7) of the City Code. This includes maximum sign area of 15% on up to three sides of the canopy. It is to be noted that "Gas station canopies are considered a sign and shall be allowed in addition to the maximum allowed detached sign space…" Although an official sign package has not been submitted, the applicant should be aware that "gas prices are not allowed on, attached to, or hanging from the canopy."

Subdivision

The property currently consists of two separate parcels. The applicant has submitted a one-lot subdivision in order to combine the parcels into one legal lot for building. The plat has been reviewed by staff and comments given to the applicant. We also need approval letters from Davis and Weber Canal Company and the North Davis School District. These items will need to be completed prior to receiving final plat approval from the City Council.

Development Agreement

A development agreement allows the City and developer to negotiate certain aspects of a proposed development. Utah State Code states that a development agreement may be different from standards set forth in city code as long as the City Council approves the agreement using the same procedure for enacting a land use regulation, including a review and recommendation from the Planning Commission and a public hearing. Since the proposed development agreement is asking for changes to the standards in the code, a public hearing and recommendation is required from the Planning Commission.

The applicant is asking for an exception to the requirement for a 5 foot landscape strip around the perimeter of the building. They are requesting an exception to the requirement to connect to Davis and Weber Canal Company for secondary water. They are planning to install water-wise xeriscaping and would like to use culinary water for their minimal outdoor watering needs.

The applicant has agreed to construct a 6 foot masonry wall on the west property line, where only chain-link is required. They have agreed to add a second gable to the roof of the building facing 3000 W. They have also agreed that if they are able to purchase the adjacent property (currently owned by Hope Anderson) in the future, then they will add a patio with tables and pergola on the east side of the store.

Recommendation

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

The Planning Commission approved the preliminary plat.

The Planning Commission recommended approval of the site plan.

The Planning Commission recommended approval of the development agreement.

The Planning Commission approved the conditional use with the following conditions:

1. Comply with all buffer yard landscaping requirements on the west property line, including installing one tree every 20 feet.
2. Comply with all engineering requirements, including providing adequate detention for the existing and proposed uses.

Attachments

Application

Plans

Building elevations

Draft development agreement

WEST POINT
UTAH

3200 West 300 North
West Point, UT 84015
PH: 801.776.0970
FAX: 801.525.9150
www.westpointcity.org

Site Plan Application

All applications submitted must be made in accordance with the Title 15.20 & 17 of the West Point City Code, Governing all Land Use and Commercial Development. If a development contains or incorporates one or more pads and such has received final site plan approval, the planning commission must grant approval of each pad prior to construction.

Development Property Information

Development Name: Holiday Oil	Current Zoning: Community Commercial	Total Acreage: 1.8
Approximate Address: 3000 W. 300 N.	Lot Number: 1	

Developer/Agent Contact Information

Contact Name: Brent Neel	Company: Holiday Oil	Owner of Property? ☒ YES ☐ NO	
Address: 3115 W. 2100 S.	City: West Valley City	State: UT	Zip: 84119
Contact Office Phone: 801-973-7002 x101	Contact Cell Phone: 801-687-0842	Contact Email: brent@holidayoil.com	

Engineer Contact Information

Name: Cameron Duncan	Company: Ensign Engineering & Land Surveying		
Address: 45 Sego Lily Dr #500	City: Sandy	State: UT	Zip: 84070
Contact Office Phone: 801-255-0529	Contact Cell Phone: 801-255-0529	Contact Email: cduncan@ensignutah.com	

NOTE: *If the agent listed above is not the property owner, he/she must be authorized as the assigned "AGENT" by completing the* ***STATEMENT OF OWNERSHIP/DESIGNATION OF AGENT*** *section below. This authorization only needs to be completed once, prior to concept approval.*

I hereby certify that the requested Subdivision would comply with all required conditions and standards of the West Point City Subdivision and Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I have read the West Point Subdivision and Land Use Ordinances and understand that submitting this Application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of West Point City's Municipal Code.

Developer/Agent Signature: _____ Date: 3-7-2022

Statement of Ownership/Designation of Agent (provide a small plat map showing ownership)

As the undersigned legal owners of the property described on a short plat map, we designate Brent Neal to act as the agent with respect to this application.

Property Owner Signature: _____ Print Name: J. Scott Wagstaff Date: 3-7-22

Parcel ID : 120380069
PROPERTY OWNERSHIP
Owner : WAGSTAFF INVESTMENTS LLC
Mailing Address : 3115 WEST 2100 SOUTH
Mailing City : WEST VALLEY CITY
Mailing State : UT
Mailing Zip : 84119
GENERAL INFO
300 North
3000 West

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4315.53'

HOLIDAY OIL - WEST POINT

300 NORTH AND 3000 WEST
WEST POINT CITY, UTAH

INDEX OF DRAWINGS

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C2.0	GRADING AND DRAINAGE PLAN
C3.0	UTILITY PLAN
C4.0	EROSION CONTROL PLAN
C5.0	CIVIL DETAILS
C5.1	CITY DETAILS
L1.0	LANDSCAPE PLAN
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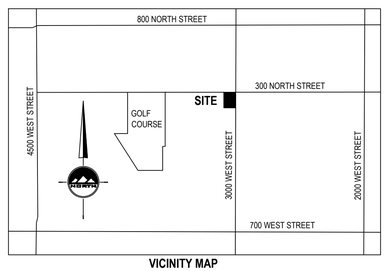
PH1.1	SITE PHOTOMETRIC PLAN
A1.0	FLOOR PLAN
A2.0	EXTERIOR ELEVATIONS
A2.1	EXTERIOR ELEVATIONS
A6.0	CARWASH FLOOR PLAN & ELEV.

VICINITY MAP



VICINITY MAP
NO SCALE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO WEST POINT CITY'S STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BENCHMARK ELEVATION = NORTHEAST CORNER OF SECTION 5, T4N, R2W, SALT LAKE BASE AND MERIDIAN ELEV. = 4315.53'

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

ENSIGN
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TOOELE
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RICHFIELD
Phone: 435.896.2983

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FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
CONTACT:
SCOTT WAGSTAFF
PHONE: 801-531-3434

HOLIDAY OIL - WEST POINT
300 NORTH AND 3000 WEST
WEST POINT CITY, UTAH

LICENSED PROFESSIONAL ENGINEER
No. 10885882-2202
QUINTIN E. ELDER
2022-03-30
STATE OF UTAH

COVER SHEET

PROJECT NUMBER 10722	PRINT DATE –
DRAWN BY M. MARTINEZ	CHECKED BY Q. ELDER
PROJECT MANAGER C. DUNCAN	

C0.0

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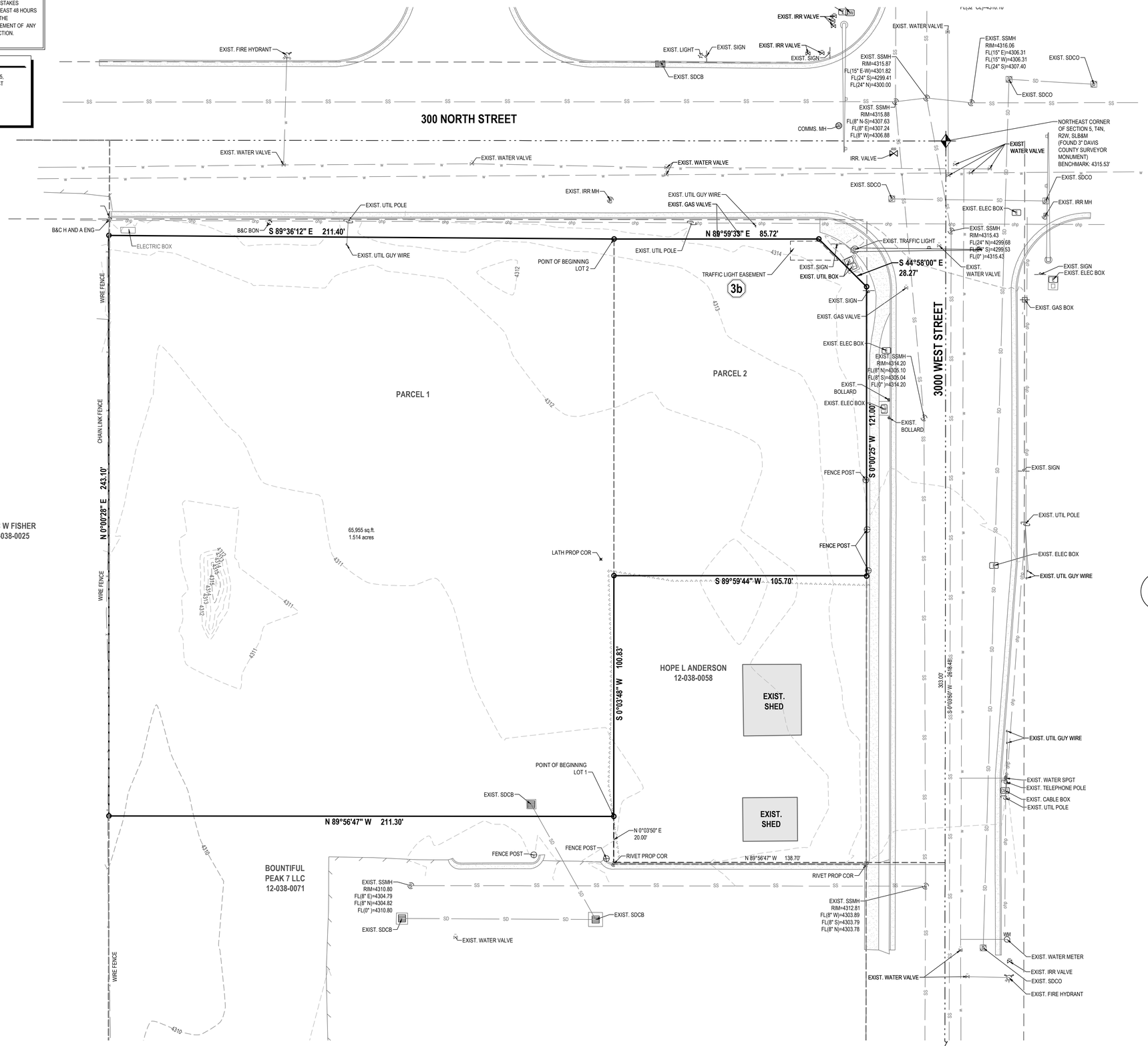
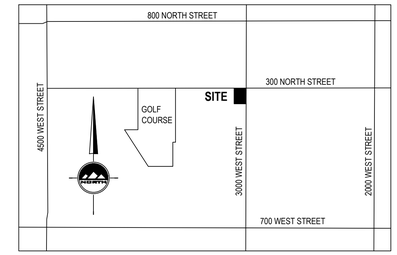
BENCHMARK

NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4315.53'





VICINITY MAP

NO SCALE
WEST POINT, DAVIS COUNTY, UTAH

LEGEND

SECTION CORNER	ADJACENT RIGHT OF WAY
MONUMENT	RIGHT OF WAY
EXIST REBAR AND CAP	CENTERLINE
SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)	PROPERTY LINE
WATER METER	ADJACENT PROPERTY LINE
WATER MANHOLE	DEED LINE
WATER VALVE	TANGENT LINE
FIRE HYDRANT	FENCE
IRRIGATION VALVE	EDGE OF ASPHALT
SANITARY SEWER MANHOLE	SANITARY SEWER LINE
STORM DRAIN CLEAN OUT	STORM DRAIN LINE
STORM DRAIN CATCH BASIN	CULINARY WATER LINE
STORM DRAIN COMBO BOX	SECONDARY WATER LINE
SIGN	OVERHEAD POWER LINE
ELECTRICAL BOX	EXISTING CONTOURS
UTILITY MANHOLE	CONCRETE
UTILITY POLE	BUILDING
CABLE BOX	PUBLIC DRAINAGE EASEMENT
TELEPHONE BOX	

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH , RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WEST POINT, DAVIS COUNTY, UTAH

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TOOELE
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CEDAR CITY
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RICHFIELD
Phone: 435.896.2983

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FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UT 84119
CONTACT:
SCOTT WAGSTAFF
PHONE: (801) 973-7002

HOLIDAY OIL- WEST POINT

300 NORTH 3000 WEST WEST POINT, UTAH

ALTA /NSPS

PROJECT NUMBER 10722	PRINT DATE 12/16/2021
DRAWN BY J. SHAW	CHECKED BY T. WILLIAMS
PROJECT MANAGER T. WILLIAMS	

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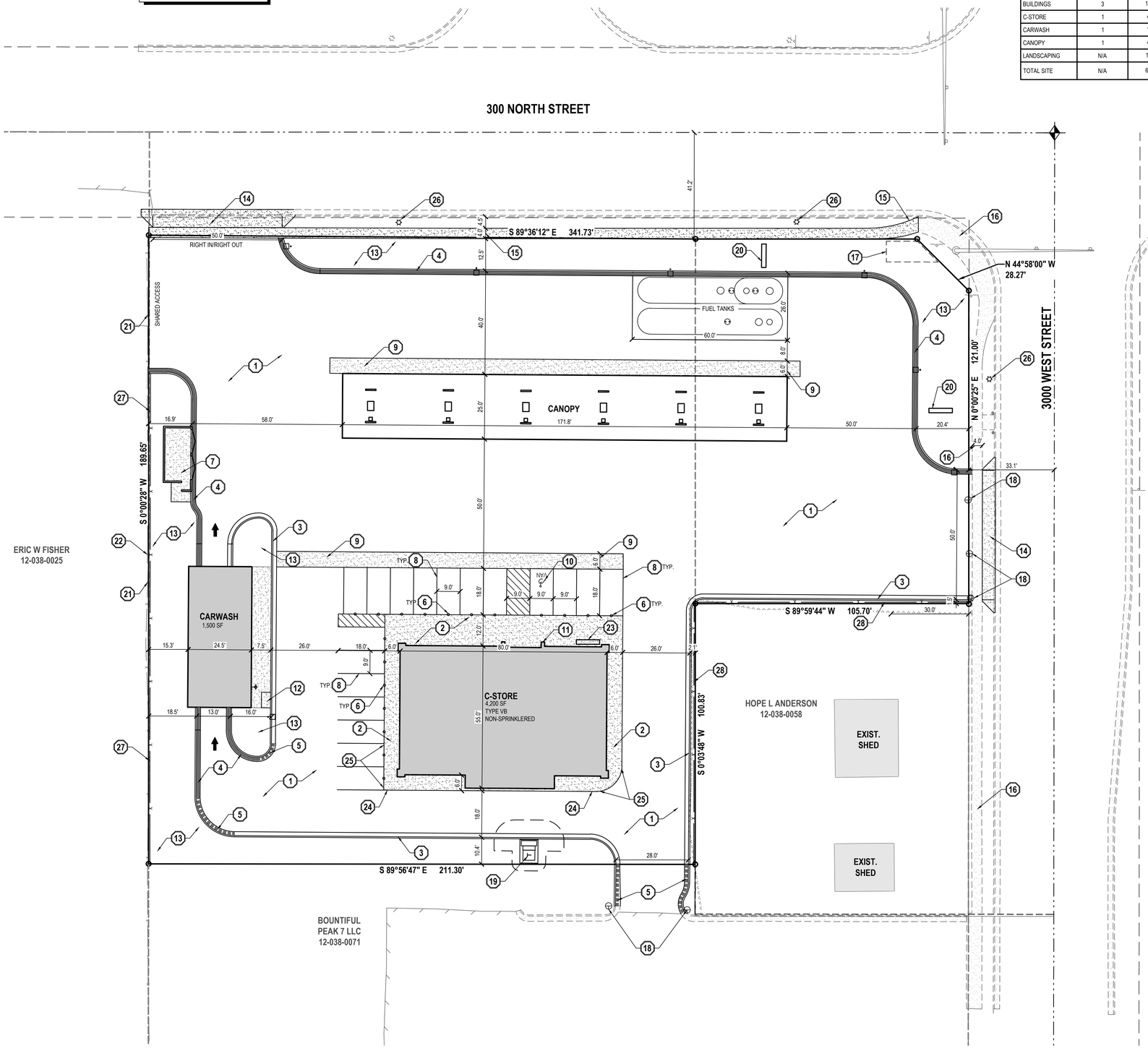
NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4315.53'



SITE DATA TABLE				
DESCRIPTION	QUANTITY	AREA (SF)	AREA (ACRES)	PERCENTAGE
HARDSCAPE	N/A	45,299	1.040	69%
BUILDINGS	3	10,045	.230	15%
C-STORE	1	4,200	.096	4%
CARWASH	1	1,550	.036	1%
CANOPY	1	4,295	.098	10%
LANDSCAPING	N/A	10,611	.243	16%
TOTAL SITE	N/A	65,955	1.514	100%

PARKING DATA TABLE	
STANDARD STALLS	17
ADA ACCESSIBLE STALLS	0
VAN ACCESSIBLE STALLS	1
TOTAL NUMBER OF STALLS	18

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE LOCAL AGENCY JURISDICTION'S DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
2. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
5. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
6. ALL CONSTRUCTION IS TO BE DONE IN ACCORDANCE WITH THE LOCAL AGENCY JURISDICTION'S CURRENT DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
7. PRIOR TO THE COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
8. PRIOR TO CONSTRUCTION AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
9. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
10. ALL ADA ACCESSIBLE SIDEWALK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL AGENCY JURISDICTION'S DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
11. ALL DIMENSIONS FROM CURB AND GUTTER ARE TO TOP BACK OF CURB UNLESS NOTED OTHERWISE.
12. THE CONTRACTOR IS TO PROVIDE AN AS-BUILT DRAWING IN PDF FORMAT TO HOLIDAY OIL UPON COMPLETION OF THE PROJECT. A SCANNED COPY OF THE PLANS WITH CLEAR, LEGIBLE HAND WRITTEN NOTES IS ACCEPTABLE AND SHOULD INCLUDE ANY MODIFICATIONS THAT OCCUR DURING CONSTRUCTION, INCLUDING WATER, SEWER, STORM DRAIN, POWER AND ANY OTHER BURIED UTILITY.
13. A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF WEST POINT PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. CONTACT CHRIS KLINGEL AT 801-766-9793, EXT. 118.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. CONCRETE PAVEMENT: 5.5" THICK CONCRETE WITH 5" UNTREATED BASE COURSE PER GEOTECHNICAL REPORT AND DETAIL 1/C5.0.
2. 4" THICK CONCRETE SIDEWALK/PATIO WITH 4" UNTREATED BASE COURSE PER GEOTECHNICAL REPORT.
3. 24" COLLECTION CURB AND GUTTER PER DETAIL 2/C5.0.
4. 24" REVERSE PAN CURB AND GUTTER PER DETAIL 3/C5.0.
5. TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
6. 6" BOLLARD PER DETAIL 8/C5.0.
7. DBL TRASH ENCLOSURE PER DETAILS 5, 6 AND 7/C5.0. MUST MEET WEST POINT CITY STANDARDS AS MINIMUM.
8. 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
9. 6' WIDE WATERWAY PER APWA PLAN 211 AND SPECIFICATIONS. SEE SHEET C5.1.
10. PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
11. "HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS INSTALLED ON BUILDING. SEE DETAIL 4/C5.0. PARKING STALL TO BE DESIGNATED "VAN ACCESSIBLE" ON SIGN.
12. RV DUMP STATION PER WEST POINT CITY STANDARDS AND SPECIFICATIONS.
13. NEW LANDSCAPING SEE LANDSCAPE PLANS.
14. FLARED DRIVE APPROACH PER UDOT STANDARDS AND SPECIFICATIONS.
15. 4" THICK CONCRETE SIDEWALK PER UDOT STANDARDS AND SPECIFICATIONS.
16. EXISTING 4' SIDEWALK.
17. EXISTING SIGN EASEMENT.
18. REMOVE EXISTING FENCE POST.
19. PROPOSED ELECTRICAL CONCRETE PAD.
20. MONUMENT SIGN. SEPARATE SIGN PERMIT.
21. EXISTING WIRE FENCE.
22. EXISTING CHAIN LINK FENCE.
23. BIKE RACK.
24. MONOLITHIC SIDEWALK PER DETAIL 15/C5.0.
25. MONOLITHIC SIDEWALK TRANSITION TO 0" ENTRY SIDEWALK.
26. STREET LIGHT PER WEST POINT CITY STANDARD. SEE PHOTOMETRIC PLAN
27. PROVIDE 6' TALL MASONRY WALL ALONG EAST PROPERTY LINE
28. PROVIDE 6' TALL CHAINLINK FENCE ALONG ADJACENT PROPERTY LINE, REDUCE HEIGHT TO 3' ALONG FRONTAGE.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

ENSIGN
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Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

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3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH

CONTACT:
SCOTT WAGSTAFF
PHONE: 801-631-3434

HOLIDAY OIL - WEST POINT

300 NORTH AND 3000 WEST
WEST POINT CITY, UTAH

SITE PLAN

PROJECT NUMBER	PRINT DATE
10722	--
DRAWN BY	CHECKED BY
M. MARTINEZ	Q. ELDER
PROJECT MANAGER	
C. DUNCAN	

C1.0

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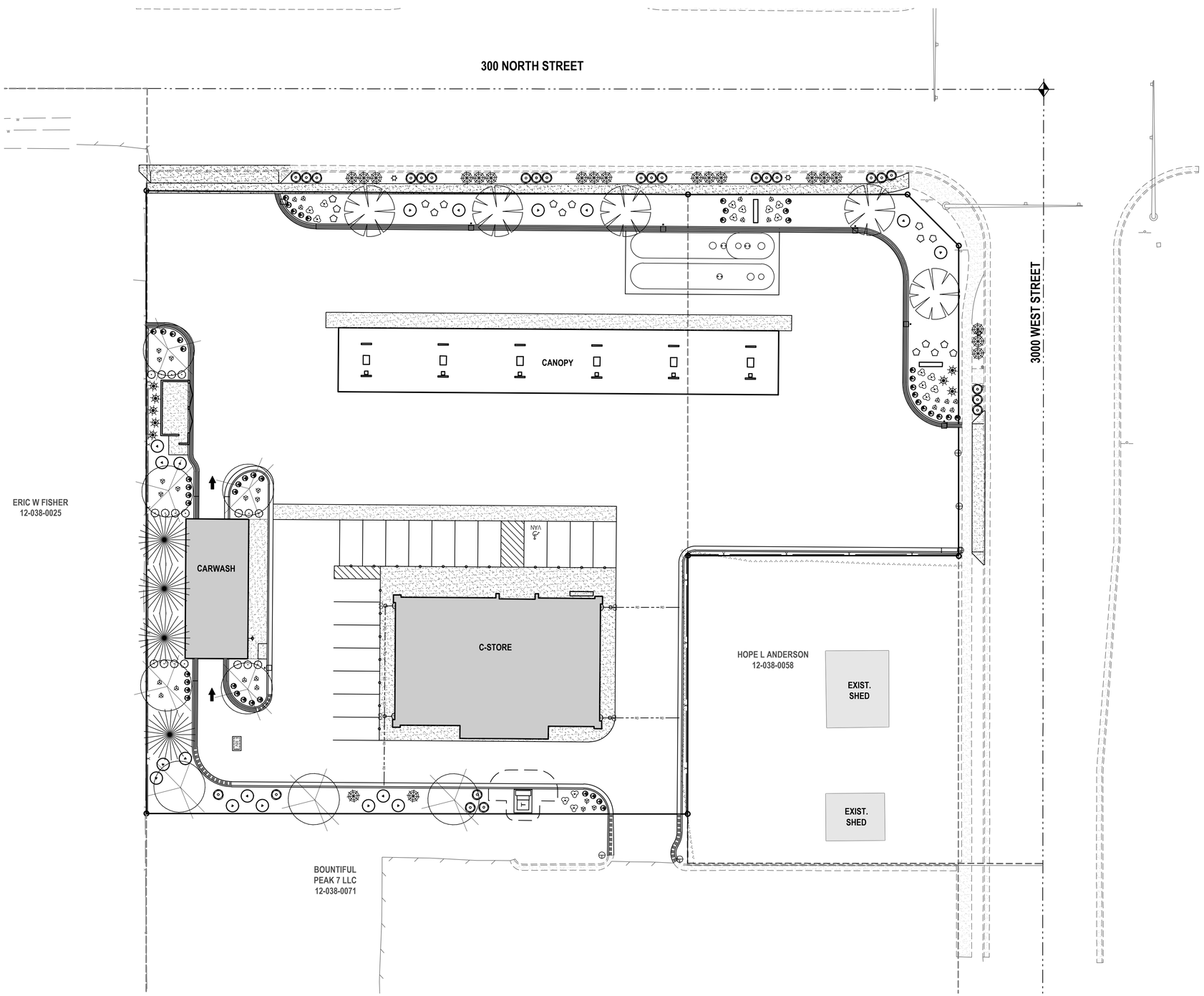
NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4315.53'



Landscape

Trees

Qty	Symbol	Common Name	Botanical Name	Plant Size
4		Colorado Blue Spruce	Picea pungens	6' Min.
8		Eastern Redbud	Cercis canadensis	2" Cal.
5		Amur Maple	Acer ginnala	2" Cal.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
18		Barberry, 'Crimson Pygmy'	Berberis thunbergii atropurpurea nana	5 Gallon
17		Cinquefoil	Potentilla fruticosa 'Abbotswood'	5 Gallon
18		Winged Euonymus	Euonymus alatus 'Grove's Compactus'	5 Gallon
8		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
48		Fountain Grass	Pennisetum setaceum	1 Gallon
26		Autumn Amber Sumac	Rhus aromatica 'Autumn Amber'	1 Gallon
20		Creeping Juniper	Juniperus horizontalis	1 Gallon

Annuals-Perennials

Qty	Symbol	Common Name	Botanical Name	Plant Size
31		Daylily	Hemerocallis	1 Gallon
17		Black-Eyed Susan	Rudbeckia hirta	1 Gallon

Landscape Notes: Install 4" metal edging between all planter bed and sod areas. In all planter bed areas, install 4" deep 2"-3" dia. Nephi Rock & Gravel color 'Southtown' or equiv. decorative rock over weed barrier, typ.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
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HOLIDAY OIL - WEST POINT

300 NORTH AND 3000 WEST
WEST POINT CITY, UTAH

LANDSCAPE PLAN

PROJECT NUMBER 10722	PRINT DATE --
DRAWN BY M. MARTINEZ	CHECKED BY Q. ELDER
PROJECT MANAGER C. DUNCAN	

L1.0

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BENCHMARK

NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

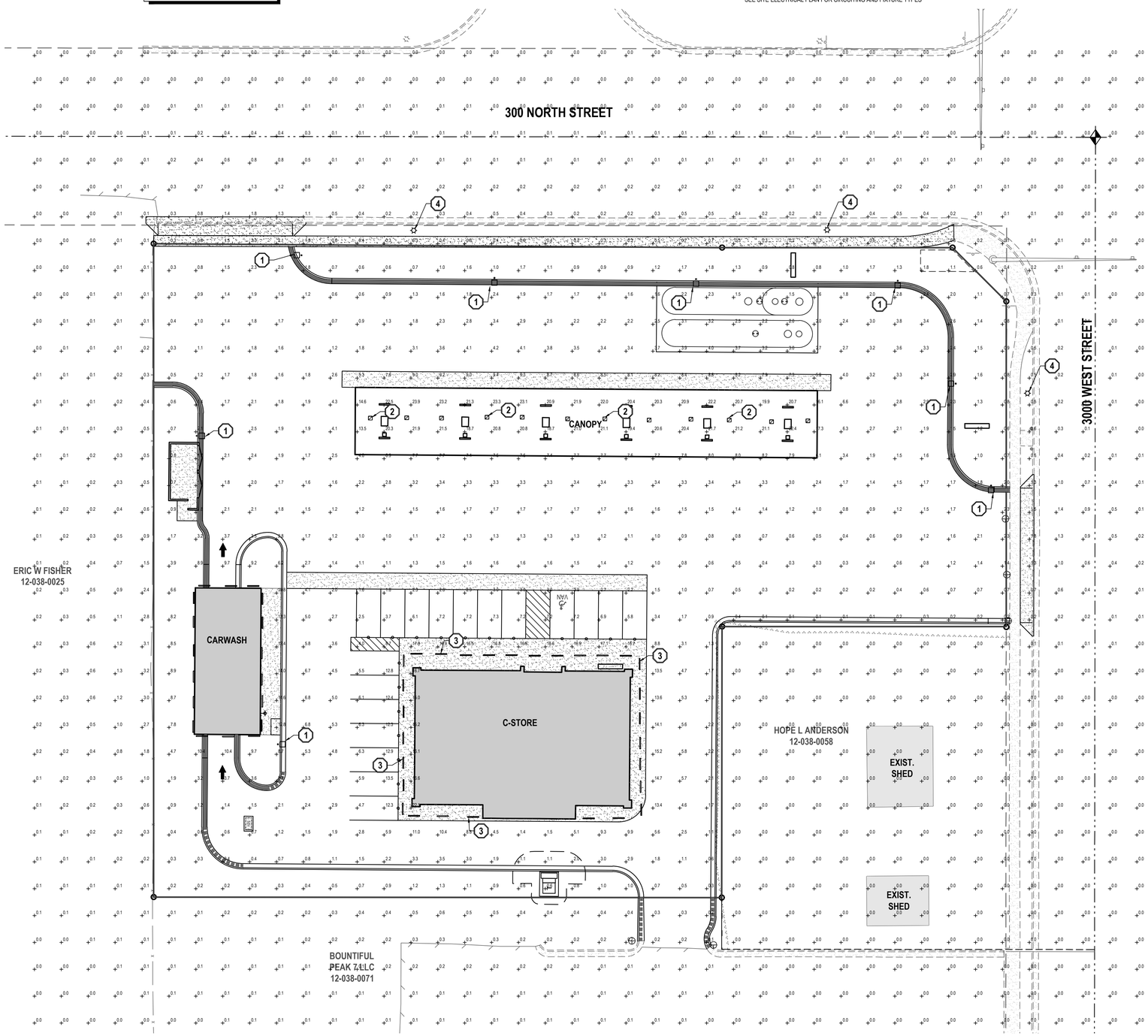
ELEV = 4315.53'

PARKING CALCULATION SUMMARY (TOTAL):

AVERAGE: 4.4 FC
MAX.: 23.9 FC
MIN.: 0.0 FC
MAX. MOUNTING HEIGHT 20'
FULL CUTOFF LIGHT POLE FIXTURE AS REQUIRED
ALL LIGHT FIXTURES SHALL BE DARK SKY COMPLIANT

TYPE	MOUNTING	LAMPS	DESCRIPTION
1	20' POLE	LED	CUTOFF LIGHT FIXTURE TYPE 4
2	CANOPY	LED	CUTOFF
3	SURFACE	LED	SURFACE
4	14' POLE	LED	CITY LIGHT POLE

SEE SITE ELECTRICAL PLAN FOR CIRCUITING AND FIXTURE TYPES



HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

Catalog #: Project: TYPE P1
Prepared By: Date: Type:

Slice Medium (SLM)

Outdoor LED Area Light

IP66

OVERVIEW	
Lumen Package	9,000 - 48,000
Wattage Range	62 - 401
Efficacy Range (LPW)	112 - 156
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated seal.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in distribution types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also available in phosphor converted amber with peak intensity at 610nm.
- Minimum CRI of 70
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

Electrical

- High-performance driver features overvoltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 5)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40°C.
- Power factor: > 90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Driver is fully encased in potting material for moisture resistance and complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor. Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7.

Installation

- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional B3 drill pattern. (See drawing on page 9)

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsiindustries.com/resources/terms-and-warranty.aspx for more information.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598-1.
- 3G rated for ANSI C136.31 high vibration applicationsapplicationsare qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)

LSI Industries Inc. 10300 Alliance Rd. Cincinnati, OH 45242 • www.lsicorp.com
(513) 372-3200 •

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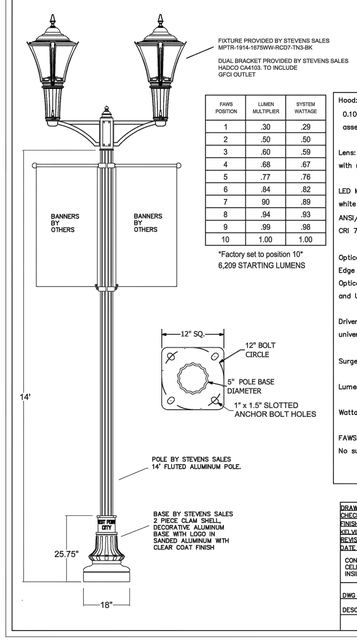
Page 1/9 Rev. 06/22/21
SPEC.1023.A.0420

WEST POINT LP-1



FAWS POSITION	LUMEN MULTIPLIER	SYSTEM WATTAGE
1	.30	.29
2	.50	.50
3	.60	.59
4	.68	.67
5	.77	.76
6	.84	.82
7	.90	.89
8	.94	.93
9	.99	.98
10	1.00	1.00

Factory set to position 10
6,209 STARTING LUMENS

Hood: Made of die cast A360.1 Aluminum alloy 0.100 (2.5mm) minimum thickness, mechanically assembled to the cast aluminum heat sink.

Lens: UV-stabilized optical grade lens with molded micro-optics.

LED Module: Composed of 48 high performance white LEDs. Color temperature as per ANSI/NEMA bin Warm White, 3000 Kelvin nominal, CRI 70 Min. 75 Typical.

Optical System: (LE5, LE3), IES type V, or III. Edge lit optical system, no substitutions*. Optical system is rated IP66. 0% uplight and U0 per IESNA TM 15. Dark sky complaint.

Driver: Electronic driver, Auto adjusting universal voltage input from 120 to 277

Surge Protector: Surge protector 10kV/10kA.

Lumens: 6,209 lumens in type III, FAWS dial at 10*.

Wattage: Max 75 watts.

FAWS: Field Adjustable Wattage Switch.
No substitutions*

DRAWN BY	CJF
CHECKED BY	CJF
FINISH COLOR	BLACK
KELVIN COLOR	3000K
REVISION	----
DATE	2/20/20

SSCO EST. 1910 Stevens Sales Company

CONTACT: CARSON FILLIN WITH STEVENS SALES COMPANY
CELL: 801-682-5893 EMAIL: CARSONB@SSCO.NET
INSIDE SUPPORT: DANA ZAMORA. EMAIL: DANA@SSCO.NET

DWG #(S) R-05231B-1S C4103-DWG03

DESC. WEST POINT CITY. LP-1

SHEET 1/1

ENSIGN
THE STANDARD IN ENGINEERING

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45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH

CONTACT:
SCOTT WAGSTAFF
PHONE: 801-631-3434

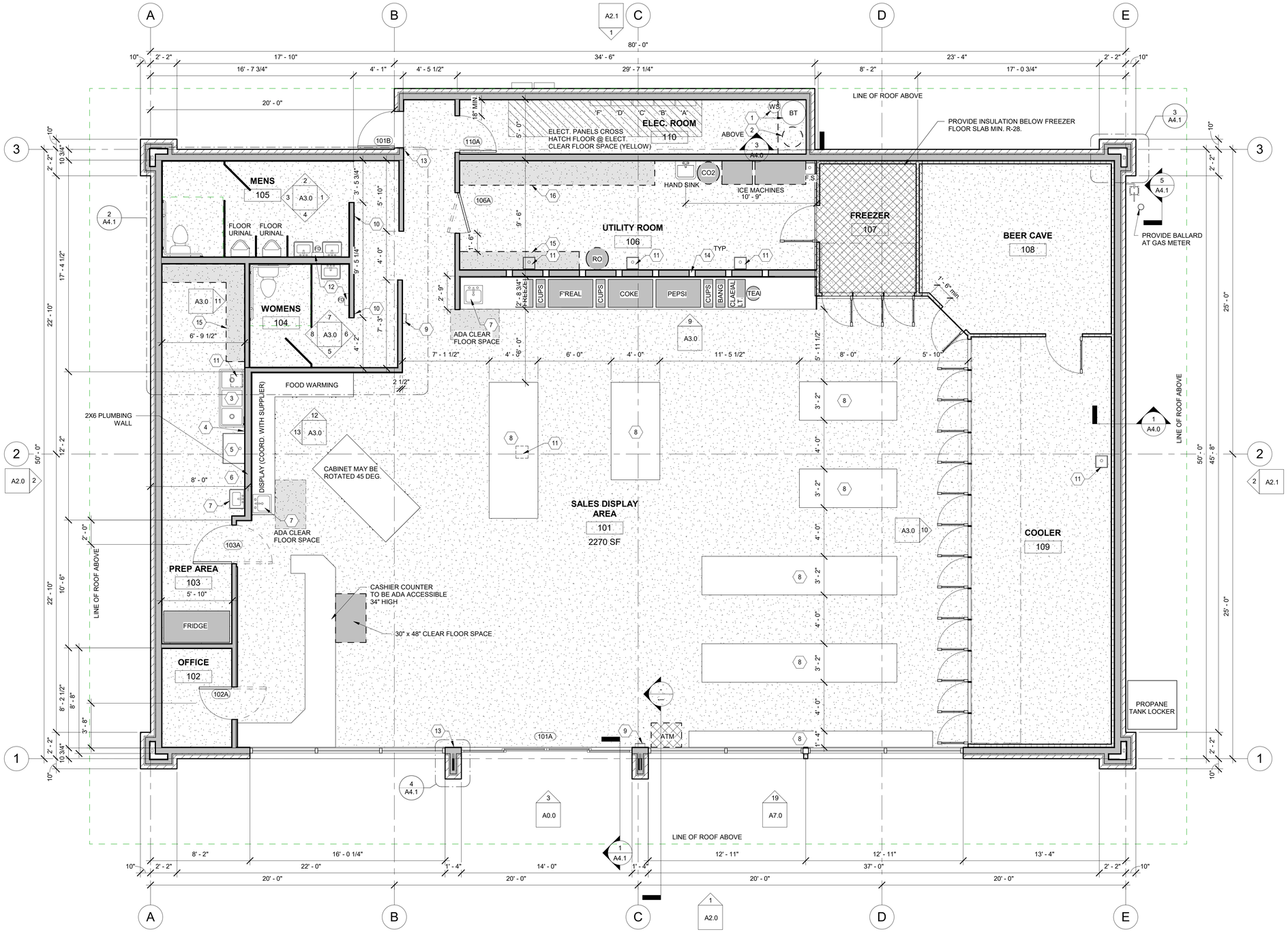
HOLIDAY OIL - WEST POINT

300 NORTH AND 3000 WEST
WEST POINT CITY, UTAH

PHOTOMETRIC PLAN

PROJECT NUMBER 10722	PRINT DATE --
DRAWN BY M. MARTINEZ	CHECKED BY Q. ELDER
PROJECT MANAGER C. DUNCAN	

PH-100



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

KEYED NOTES

1. WATER SOFTENER AND BRINE TANK
2. WATER HEATER ON PLATFORM PROVIDED BY CONTRACTOR w/ SEISMIC STRAPS AND EXPAN. TANK OVER FLOOR DRAIN.
3. 3-COMPARTMENT SINK. MIN. 40 LBS GREASE INTERCEPTER UNDER SINK.
4. PROVIDE 48" FRP WAINSCOT ON PREP AREA WALLS.
5. MOP SINK.
6. 24" SPACE FOR OWNER SUPPLIED EQUIPMENT.
7. HAND SINK.
8. DISPLAY (COORDINATE w/ SUPPLIER, MECHANICAL & ELECTRICAL).
9. FIRE EXTINGUISHER 2-A:20-B:C (RECESS INTO WALL SO IT DOES NOT EXTEND MORE THAN 4" INTO HALLWAY).
10. PROVIDE MENS & WOMENS ACCESSIBLE RESTROOM SIGNS 5' A.F.F.
11. FLOOR SINK COORDINATE LOCATION.
12. HAND DRYER.
13. PROVIDE TACTILE 12⁄"A7.0⁄N AT EXTERIOR EXITS SEE DETAIL .
14. PROVIDE (8) 6" x 6" OPENINGS THROUGH WALL FOR EQUIP. LINES 35' A.F.F. TO BOTTOM OF OPENINGS.
15. 18" SHELVES COORD. WITH OWNER
16. 24" SHELVES COORD. WITH OWNER

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WEST VALLEY CITY, UTAH
(801)973-7002

HOLIDAY OIL
WEST POINT CITY

300 NORTH 3000 WEST
WEST POINT CITY, UTAH

PRELIM 03/01/2022

NO.	DATE	REVISION

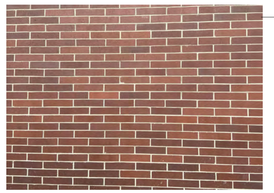
FLOOR PLAN

PROJECT NUMBER	DATE
10722	03/01/2022
DRAWN BY	CHECKED BY
H. Seamons	C. Duncan
APPROVED BY	DESIGNED BY
C. Duncan	S. Warr

A1.0

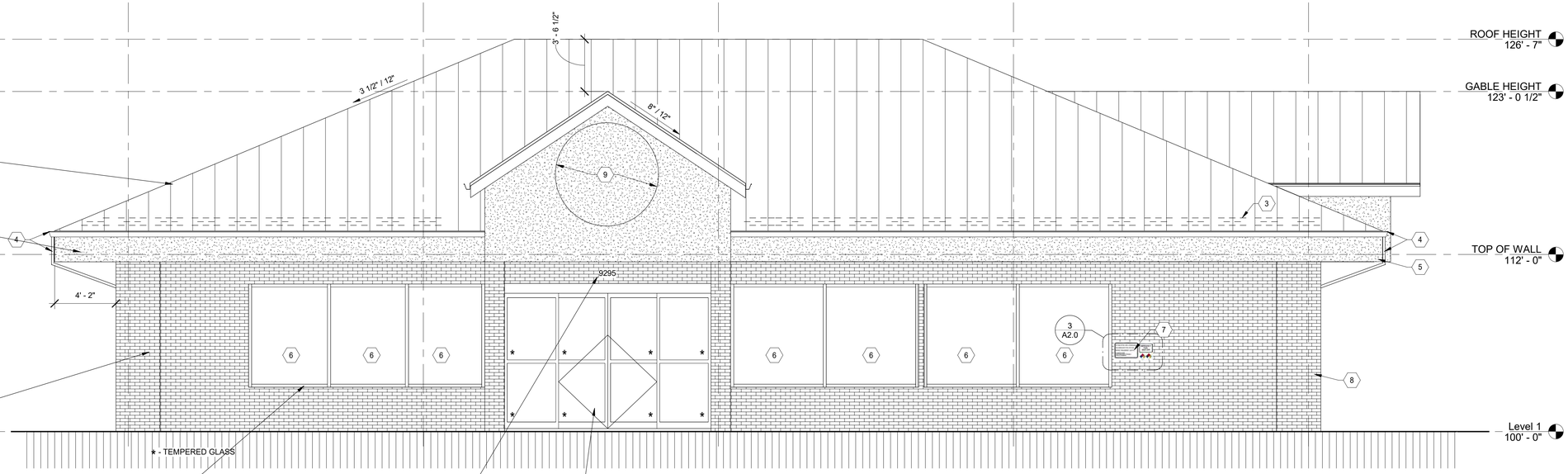
STANDING SEAM METAL ROOF w/ SNOW CLIPS

SOFFICE & RAINGUTTER HAVANAH CREAM OR EQUAL

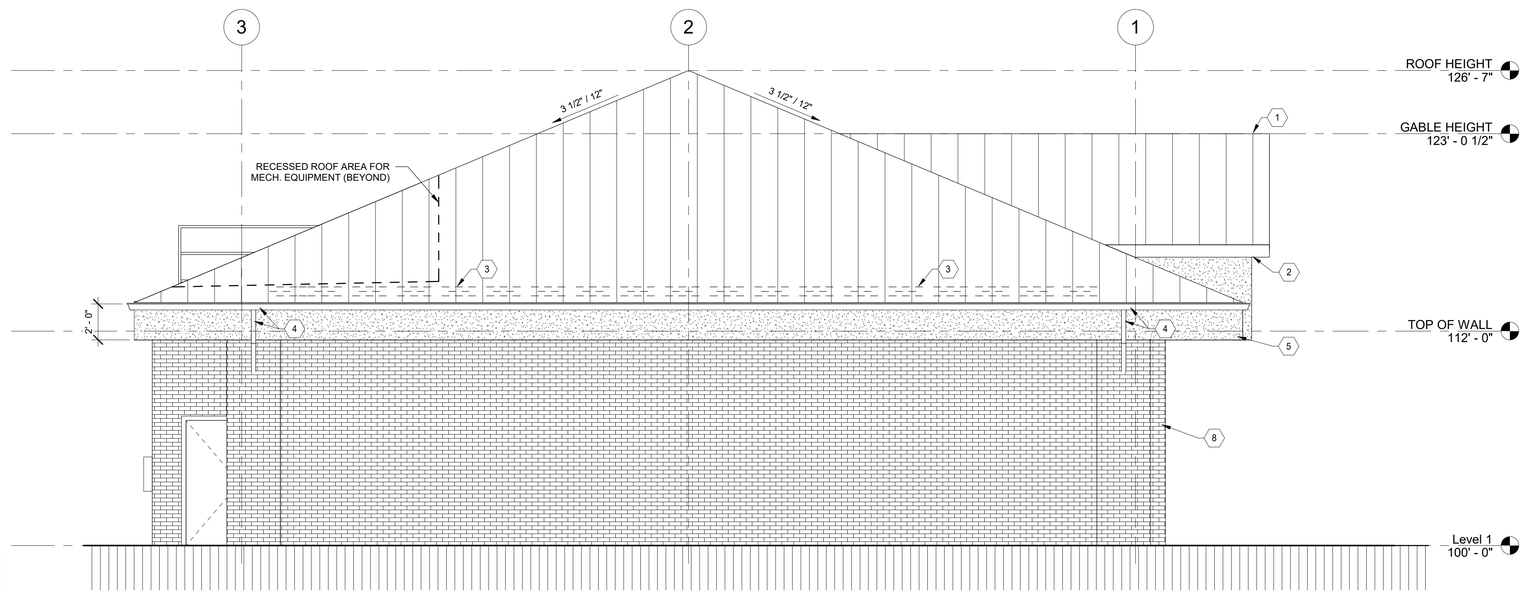


FACE BRICK - MOUNTAIN RED OR EQUAL

FRONT WINDOW ELEVATION



1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 LEFT ELEVATION
SCALE: 1/4" = 1'-0"

KEYED NOTES

1	METAL STANDING SEAM ROOF (SCARLET RED).
2	ALUMINUM FASCIA.
3	SNOW CLIPS.
4	RAIN GUTTER w/ DRAIN SPOUT INSIDE COLUMN.
5	SYN. STUCCO ICBO #4327 OVER (2) LAYERS OF 30 MINUTE PAPER (HAVANAH CREAM).
6	ALUMINUM FRAME STORE FRONT WINDOWS.
7	EMERGENCY SHUT OFF.
8	BRICK 'MT. RED'
9	RECESSED EIFS SIGN PANEL.
10	MAN DOOR.
11	12" TURTLE VENTS (20) REQUIRED.
12	BALLARD @ GAS METER. LOCATION TBD.

SIGNAGE SHALL HAVE A WHITE 2" LETTER ON A RED BACKGROUND AND SHALL BE INSTALLED ADJACENT TO THE EMERGENCY FUEL SHUT OFF SWITCH.

3 EMERGENCY SHUT OFF SIGN
SCALE: 3/4" = 1'-0"

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(801)973-7002

HOLIDAY OIL
WEST POINT CITY

300 NORTH 3000 WEST
WEST POINT CITY, UTAH

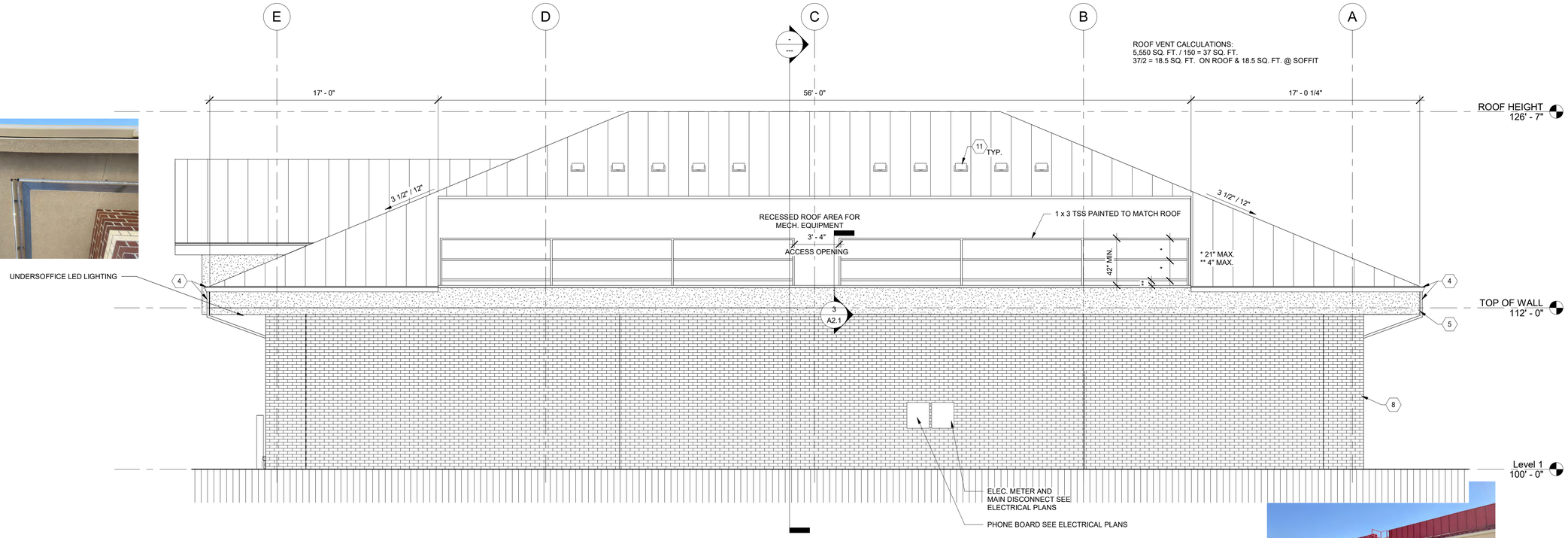
PRELIM 03/01/2022

NO.	DATE	REVISION

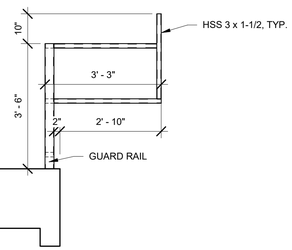
EXTERIOR ELEVATIONS

PROJECT NUMBER 10722	DATE 03/01/2022
DRAWN BY H. Seamons	CHECKED BY C. Duncan
APPROVED BY C. Duncan	DESIGNED BY S. Warr

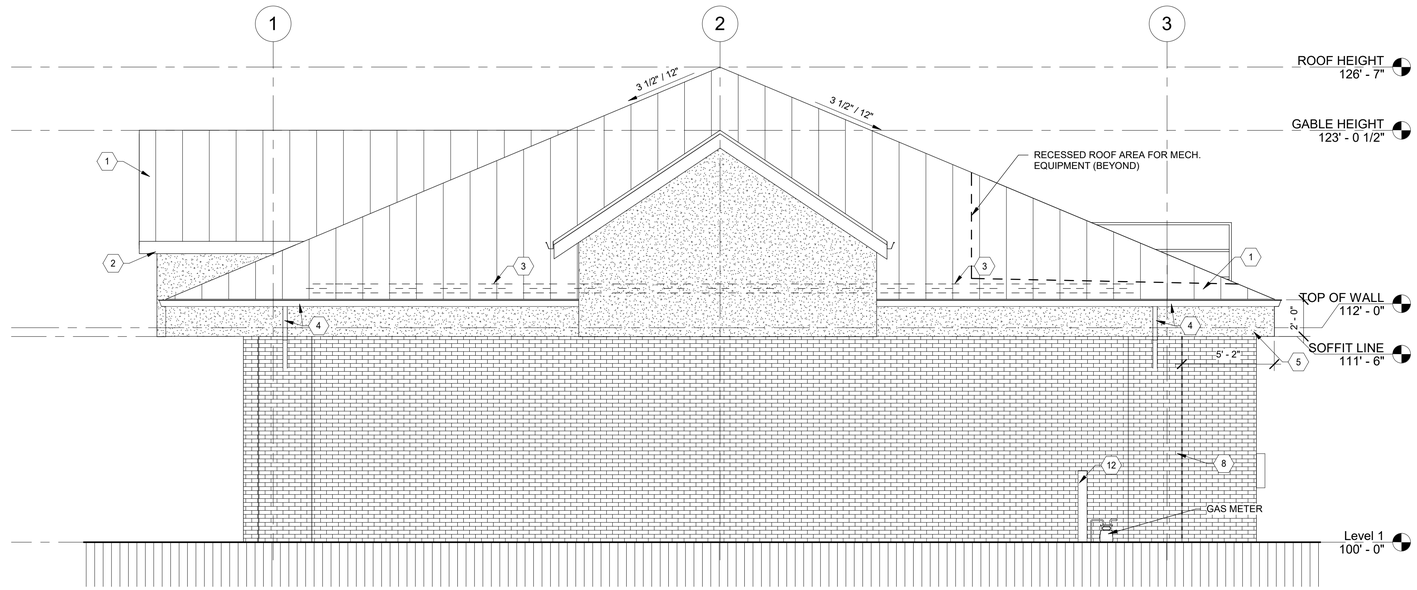
A2.0



1 BACK ELEVATION
SCALE: 1/4" = 1'-0"



3 LADDER SUPPORT ARM
SCALE: 1/2" = 1'-0"



2 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

KEYED NOTES

1	METAL STANDING SEAM ROOF (SCARLET RED).
2	ALUMINUM FASCIA.
3	SNOW CLIPS.
4	RAIN GUTTER w/ DRAIN SPOUT INSIDE COLUMN.
5	SYN. STUCCO ICBO #4327 OVER (2) LAYERS OF 30 MINUTE PAPER (HAVANAH CREAM).
6	ALUMINUM FRAME STORE FRONT WINDOWS.
7	EMERGENCY SHUT OFF.
8	BRICK 'MT. RED'
9	RECESSED EIFS SIGN PANEL.
10	MAN DOOR.
11	12" TURTLE VENTS (20) REQUIRED.
12	BALLARD @ GAS METER. LOCATION TBD.

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(801)973-7002

HOLIDAY OIL
WEST POINT CITY

300 NORTH 3000 WEST
WEST POINT CITY, UTAH

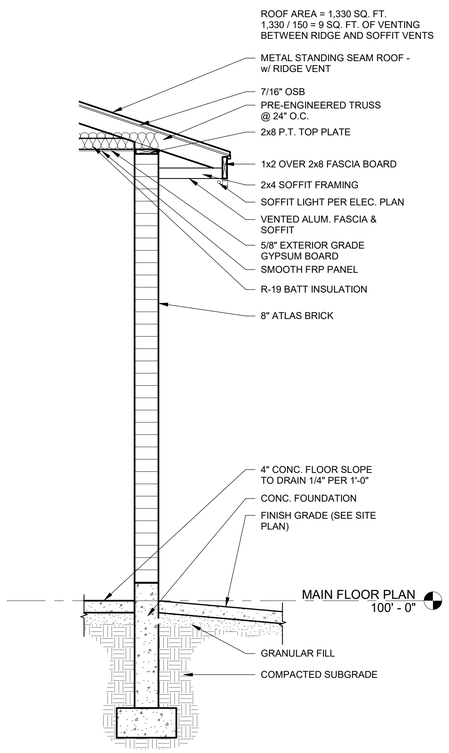
PRELIM 03/01/2022

NO.	DATE	REVISION

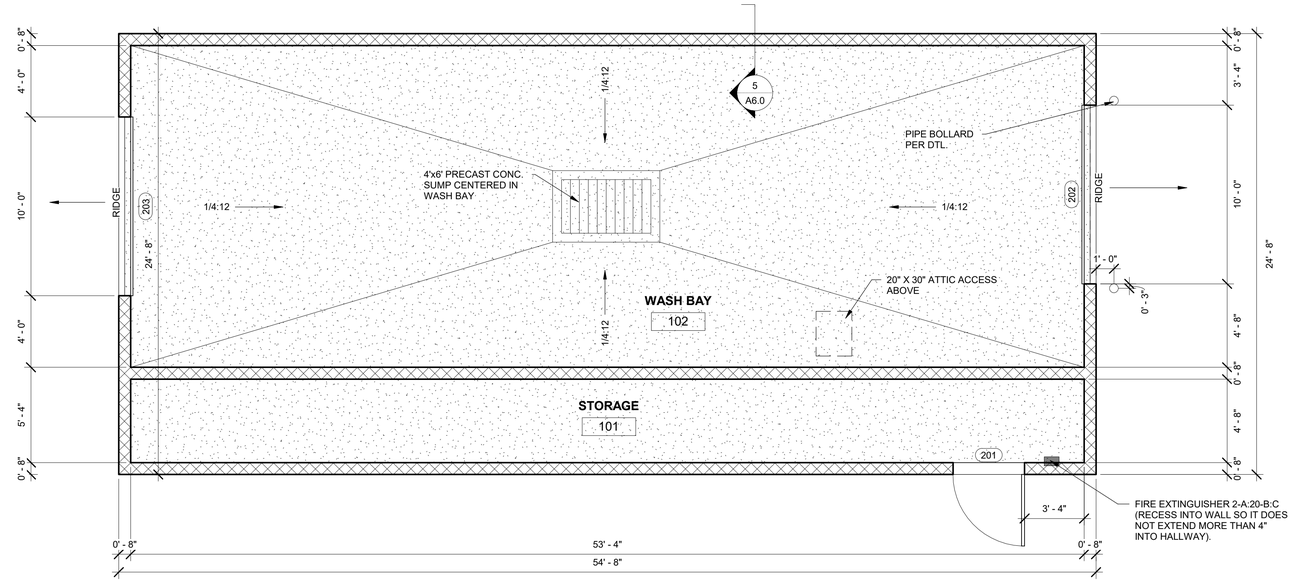
EXTERIOR ELEVATIONS

PROJECT NUMBER 10722	DATE 03/01/2022
DRAWN BY H. Seamons	CHECKED BY C. Duncan
APPROVED BY C. Duncan	DESIGNED BY S. Warr

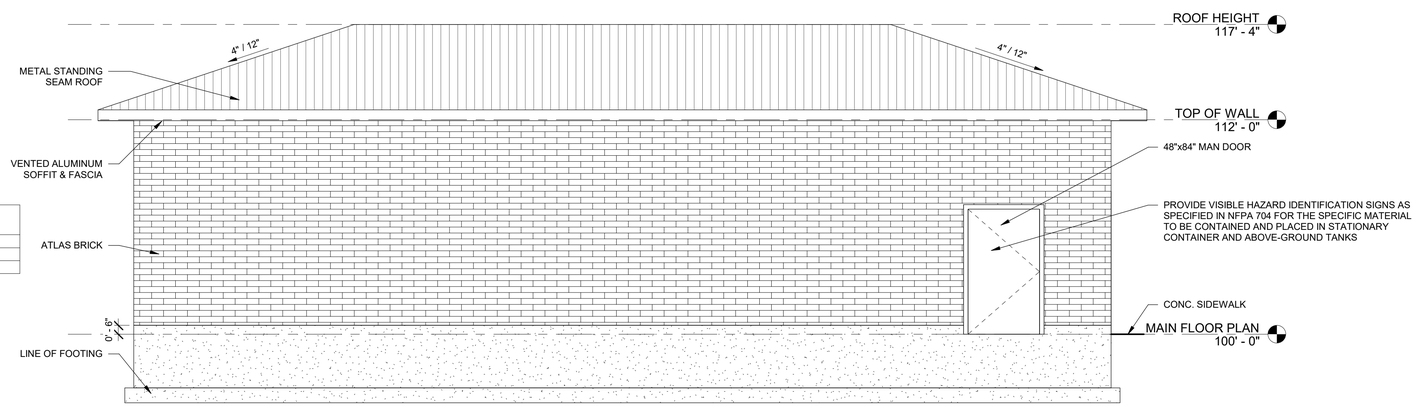
A2.1



5 WALL SECTION TYP.
SCALE: 1/2" = 1'-0"



1 MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

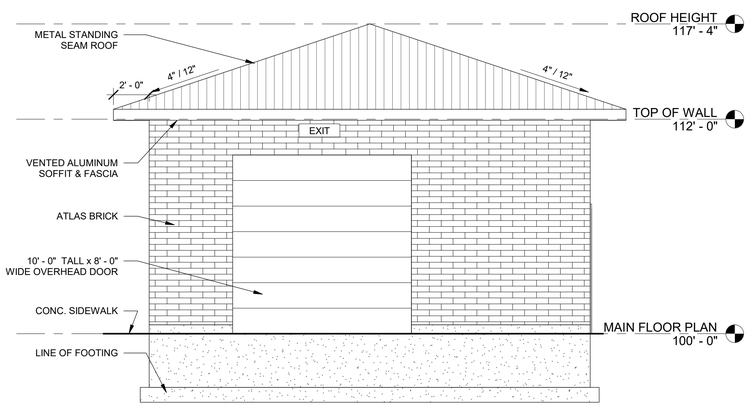


2 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

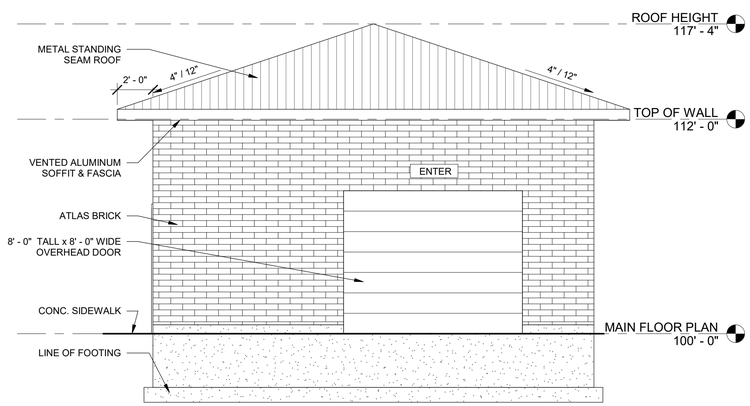
DOOR SCHEDULE

MARK	WIDTH	HEIGHT	FRAME TYPE	FINISH	FIRE RATING	HARDWARE	COMMENTS
201	4' - 0"	7' - 0"	METAL	PAINTED		LOCKSET	
Grand total: 1							

1. DOOR THRESHOLDS TO BE LESS THAN 1/2" ABOVE FINISH FLOOR.
2. ALL DOOR HARDWARE TO BE ADA LEVER TYPE.
3. EXIT DOORS ARE TO BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT.
4. DOORS TO MEET THE REQ. OF IBC 1010
5. DOOR HARDWARE TO BE LOCATED IN DOOR PER 1010.1.9.2.
6. ALL LOCKSETS SHALL COMPLY WITH 1010.1.9.3 AND 1010.1.9.4



4 REAR ELEVATION
SCALE: 1/4" = 1'-0"



3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

ENSIGN
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FOR:
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c/o SCOTT WAGSTAFF
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
(801)973-7002

Holiday

HOLIDAY OIL
WEST POINT CITY

300 NORTH 3000 WEST
WEST POINT CITY, UTAH

PRELIM 03/01/2022

NO.	DATE	REVISION

CARWASH FLOOR PLAN & ELEV

PROJECT NUMBER 10722	DATE 03/01/2022
DRAWN BY H. Seamons	CHECKED BY C. Duncan
APPROVED BY C. Duncan	DESIGNED BY S. Warr

A6.0

RESOLUTION NO. _____

A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT BETWEEN WEST POINT CITY AND WAGSTAFF INVESTMENTS, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 300 NORTH AND 3000 WEST

WHEREAS, WAGSTAFF INVESTMENTS, LLC, a Utah limited liability company, is the owner of real property identified as Davis County parcel ID 120380069 and 120380074; and

WHEREAS, West Point City desires to enter into a developer's agreement with Wagstaff Investments, LLC; and

WHEREAS, West Point City and Wagstaff Investments, LLC have jointly prepared the written agreement, attached hereto; and

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

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

1. The 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 _____ day of _____, 2022.

WEST POINT CITY

A Municipal Corporation

By:_____

BRIAN VINCENT

ATTEST:

_____

CASEY ARNOLD, City Recorder

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND WAGSTAFF INVESTMENTS LLC

(300 North and 3000 West)

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2022 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and WAGSTAFF INVESTMENTS, LLC. (hereinafter referred to as "Owners"). City and Owners collectively referred to as the "Parties" and separately as "Party."

RECITALS

WHEREAS, the City has considered an application for a site plan of certain property located at approximately the southwest corner of 300 North and 3000 West and contained by the following tax identification numbers: 1203809 and 120380074 (hereinafter the "Subject Area"); and

WHEREAS, the overall Subject Area consists of approximately 1.508 acres; and

WHEREAS, the overall Subject Area is described in the legal description in more detail in "Exhibit B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, Owners are the owners of the above described property and have 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 A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, the City has considered the overall benefits of the concept and Site Plan for the commercial development of the Subject Area to allow certain exceptions to some zoning requirements in exchange for enhanced architectural, landscaping, and design features; and

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

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

ARTICLE 1

DEFINITIONS

The following terms have the meaning and content set forth in this Article 1:

1.1 "Owners' Property" means that property owned by Owners, as depicted on "Exhibit A".
1.2 "City" means West Point City, a body corporate and politic of the State of Utah. The principal office of the City is located at 3200 West 300 North, West Point, Utah 84015.
1.3 "City's Undertakings" means the obligations of the City set forth in Article III

1.4 "Owners" means Wagstaff Investments, LLC, 3115 West 2100 South, West Valley City, UT 84119. Except where expressly indicated in this Agreement, all provisions of the Agreement will apply jointly and severally to the Owners or any successor in interest. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by any Owners so that the completing Owners may proceed with their project on their respective parcel.

1.5 "Owners' Undertakings" have the meaning set forth in Article IV.

1.6 "Subject Area" will have the meaning set forth in the Recitals.

1.7 "Exhibit A" means the map depicting the ownership, property lines and zoning and the map for proposed zoning.

ARTICLE II

CONDITIONS PRECEDENT

2.1 Zoning exceptions consistent with the Site Plan in "Exhibit A" is a condition precedent to Owners' Undertakings in Article IV. Zoning of the Subject Area will reflect the landscaping, architecture, and overall building plans in "Exhibit A", which includes:

2.1.1 Exception to the 30' landscaping buffer requirements on the west boundary of the Subject Area allowing Owners to provide a fifteen (15') landscaping buffer.

2.1.2 Exception to the landscaping requirement, WPCC 17.60.140(C)(4)(d), exempting Owners from installing around the base of the convenience store;

2.1.3 Approval of the roof, brick, and other architectural features as outlined in "Exhibit A"

2.1.4 Exception to the City's requirement for Owner to connect to Davis and Weber Canal Company for secondary water use. Owner will be allowed to use culinary water for indoor and outdoor uses.

2.2 With respect to all zoning requirements, Owners agreed to design and construct superior quality construction and to comply with all provisions of the West Point City Ordinances except as outlined Article II of this Agreement.

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

ARTICLE III

CITY UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, City will accept an application for the Site Plan of the Subject Area with an effective date no sooner than the effective date and adoption of this Agreement by the City Council and follow the process outlined in the City Code before the approval of the Site Plan. If the Site Plan is not approved, then this Agreement will be null and void. Any Site Plan alteration will 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 will be made pursuant to City ordinances. Nothing herein will be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 The City will grant Site Plan approval on the Owner's property.

3.3 The City will allow the exceptions outlined in Section 2.1 of Article II in this Agreement.

ARTICLE IV

OWNERS' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Articles II and III with regards to the Site Plan approval of the Subject Area, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1 Masonry Fence. Owner will cause to be installed a six-foot masonry fence along the west boundary of the Subject Property as outlined in "Exhibit A" prior to Owners receipt of a Certificate of Occupancy permit from the City.

4.2 Architectural Features. Owner will construct a gable centered on the roof line along the east side of the convenience store as depicted in "Exhibit A."

4.3 Lighting. Owner will cause to be installed aesthetic lighting features along the east, west, and north building façade as depicted in "Exhibit A."

4.4 Future Patio. Inasmuch as the Owner is able to obtain ownership of parcel number 120380058 to the east of the Subject Area, Owner will cause construction of a patio area and pergola with tables and benches for seating abutting the east façade of the convenience store no later than one year following Owner's possession of the property.

ARTICLE V

GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits – Owners. Owners, or assignee, will have the sole responsibility for obtaining all necessary building permits in connection with the Owners' Undertakings and will 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 Owners' Undertakings. City will not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owners will, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, 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 Owners and their contractor, representatives of City will have the right of access to the Subject Area without charges or fees during the period of performance of Owners' Undertakings.

ARICLE 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 will, 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 will, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach , and will 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 instate such proceedings as may be necessary or desirable it its option 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 the remedy of reversion is pursued, the defaulting Owners agree not to contest the reversion of the of the Subject Property to the default zoning requirements; and

6.1.3 If the Owners fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval or other established requirements, City is authorized to issue orders requiring that all activities within the Subject Area cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, as the case may be, nor any successor in interest, will 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, fright embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes will 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 will not operate to eliminate any of the other obligations and will 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 Owners. In the event of a default by Owners' assignee, Owners may elect in their discretion, to cure the default of such assignee, provided, Owners' cure period will be extended by thirty (30) days.

ARTICLE VII

GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement will be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it will mean and include the successors and assigns of Owners not approved by City. Notwithstanding the

foregoing, City will not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owners) of the Subject Area.

7.2 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 will 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 will be:

To Owners: WAGSTAFF INVESTMENTS LLC

3115 West 2100 South

West Valley City, UT 84119

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 will 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 will 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.

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

7.4 Governing Law. It is mutually understood and agreed that this Agreement will 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 will be instated only in the courts of the State of Utah.

7.5 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 Owner or Owners affected by the amendment.

7.6 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.

7.7 Attorney's 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 will be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

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

7.8.1 With regard to Owners' Undertakings, performance of the Owners' undertakings as set forth herein.

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

Upon an Owners' request (or the request of Owners' 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.

7.9 Recordation. This Agreement will be recorded upon approval and execution of this agreement by the Owners', whose property is affected by the recording and the City.

7.10 Site/Landscape Plan. The owners have prepared an overall Site and Landscaping Plan, as depicted in "Exhibit A" reflecting the proposed development of the Subject Area. The Site/Landscape Plan will be executed and binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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 written above.

WEST POINT CITY CORPORATION

_____

BRIAN VINCENT, Mayor

ATTEST:

_____

CASEY ARNOLD, City Recorder

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

_____

J. SCOTT WAGSTAFF, Manager

WAGTAFF INVESTMENTS LLC

Subscribed and sworn to me this _____ day of _____, 2022

_____

Notary Public

Residing in: _____

My Commission Expires:_____

EXHIBIT A

SITE PLAN / LANDSCAPING PLAN

EXHIBIT B

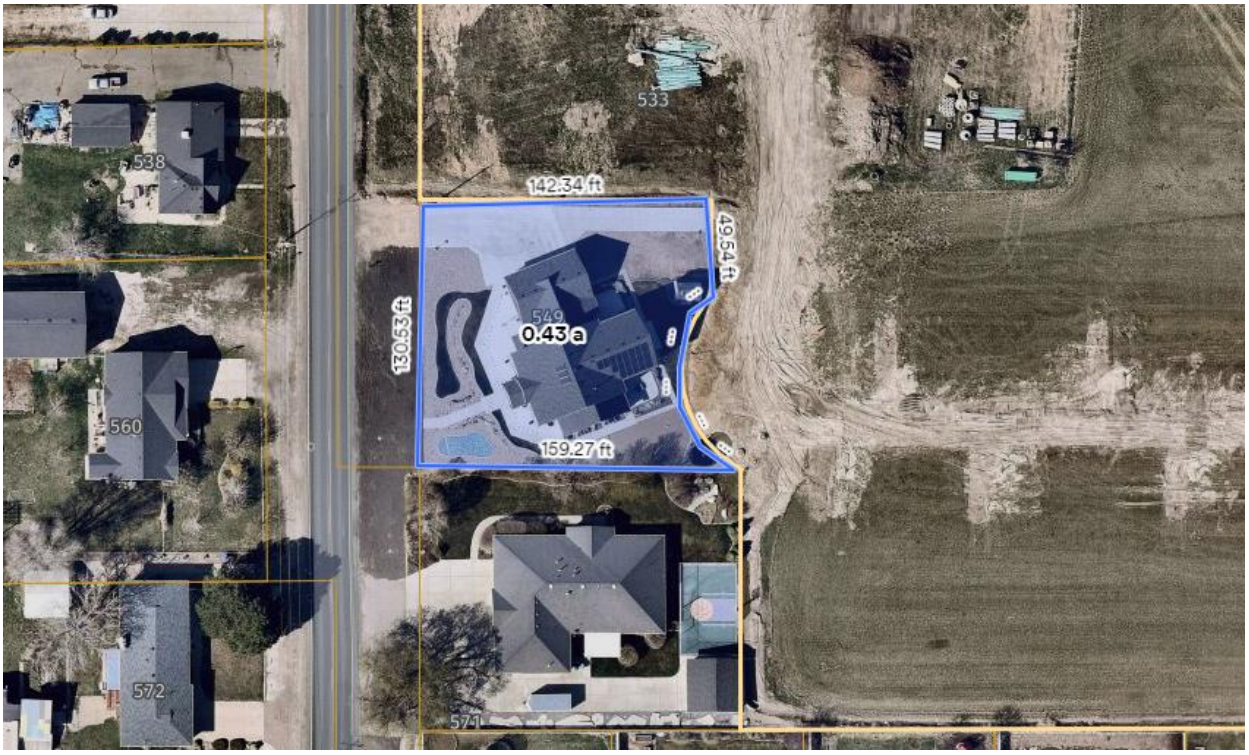
LEGAL DESCRIPTION

CITY COUNCIL STAFF REPORT

Subject: Discussion of a Plat Amendment for Craythorne Homestead Ph 2
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 7, 2022

Background

The applicant, Lanny Ellis, is seeking a plat amendment to combine two lots located at 549 S 4500 W. The request is to remove the lot line between two lots to create one large lot. No new lots are being created. The current lot is shown on the map below.

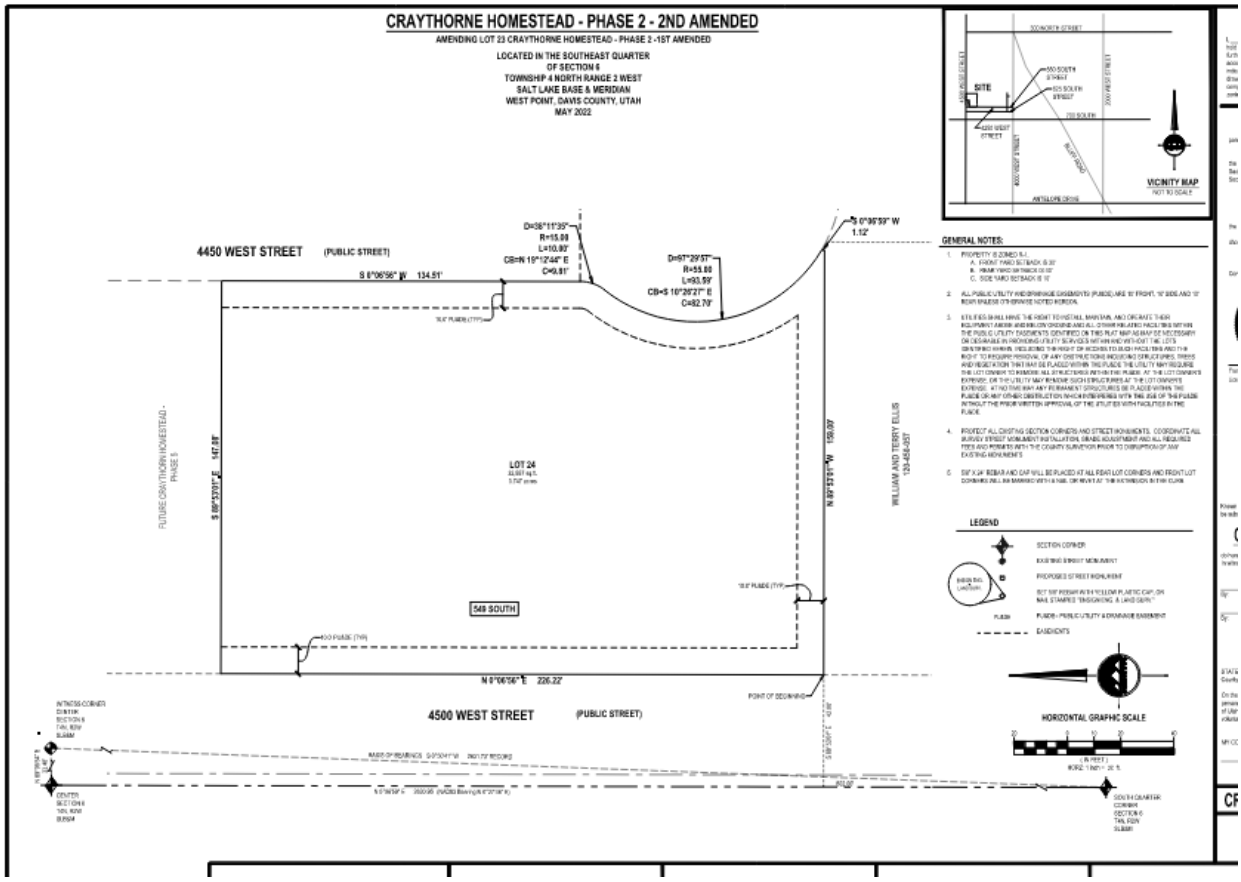


Process

A plat amendment is an administrative decision that is made by the City Council. After the Council approves the plat amendment, the plat must be signed by each of the lot owners involved.

Analysis

The plat is being amended in order to combine the lot with another lot to the north. There is already a home built on the existing lot. The new lot will be 0.747 acres (32,557 square feet). This will meet the minimum lot size and dimensions for the R-1 zone.



Staff has reviewed the plans and provided comments back to the developer and project engineer. There are a few minor corrections that need to be made before final approval. The applicant will be required to submit water shares for the additional area and receive approval from the Davis and Weber Canal Company. They will also be required to vacate an existing easement running down the center of the lot.

Recommendation

This item is on for discussion only. No action is required at this time. Staff recommends approval of the plat amendment to Craythorne Homestead Phase 2.

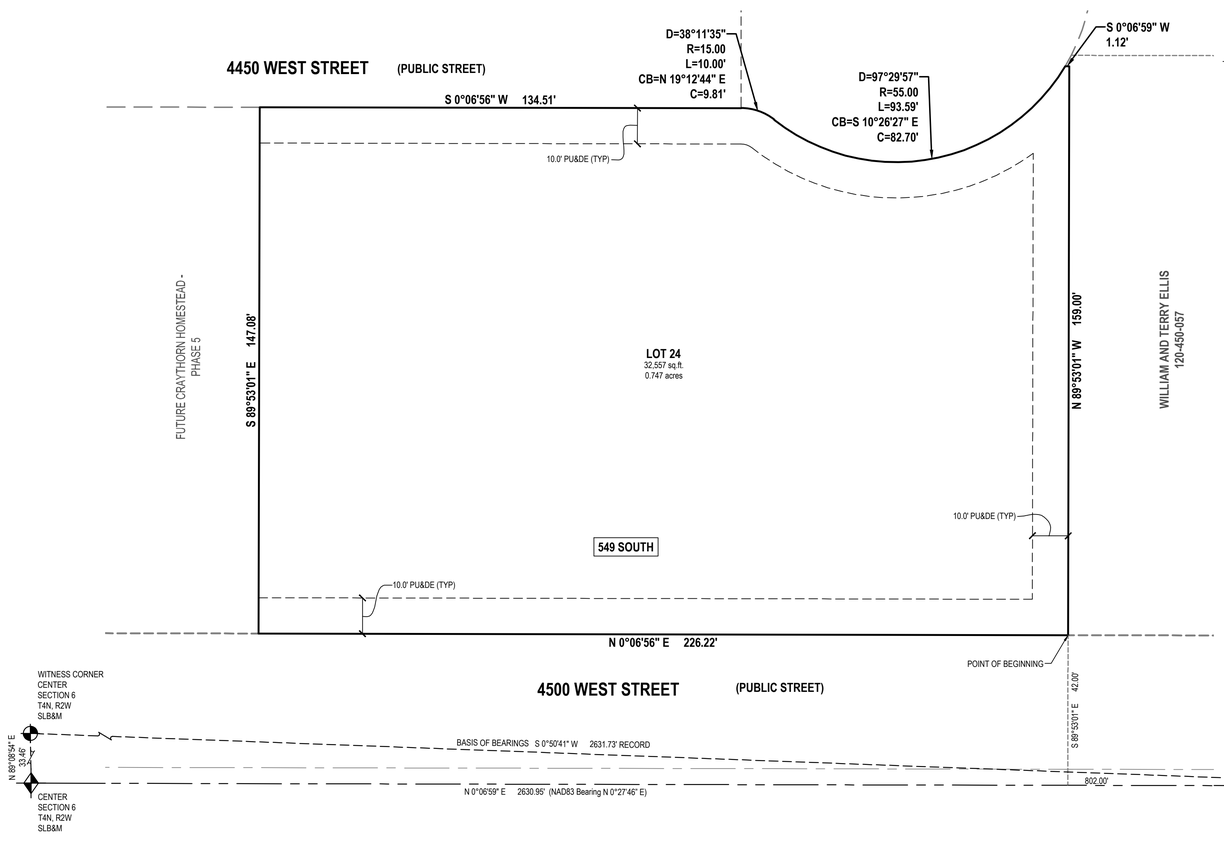
Attachments

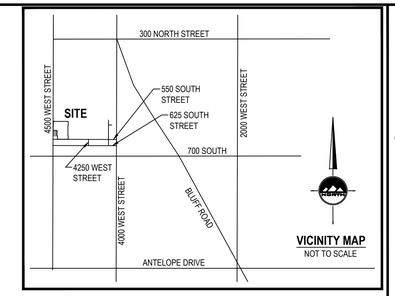
A. Plat

CRAYTHORNE HOMESTEAD - PHASE 2 - 2ND AMENDED

AMENDING LOT 23 CRAYTHORNE HOMESTEAD - PHASE 2 -1ST AMENDED

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT, DAVIS COUNTY, UTAH
MAY 2022





GENERAL NOTES:

1. PROPERTY IS ZONED R-1.
   A. FRONT YARD SETBACK IS 30'
   B. REAR YARD SETBACK IS 40'
   C. SIDE YARD SETBACK IS 10'
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE) ARE 10' FRONT, 10' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
3. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.
4. PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS
5. 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE — PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. **8034679** in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of The Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the herein described tract of real property and that it has been drawn correctly and is a true and correct representation of the herein described lands included in said subdivision based on data compiled from The County Recorder's office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Southeast Quarter of Section 6, Township 4 North Range 2 West Salt lake Base & Meridian, said parcel also located West Point City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of 4500 West street, said point being North 0°06'59" East 802.00 feet along the North-South Quarter Section line (NAD83 Bearing being North 0°27'46" East between the South and Center Quarter Corners of said Section 6, per the Davis County Township Reference Plat) and South 89°53'01" East 42.00 feet from the South Quarter Corner of said Section 6 and running thence:

North 0°06'56 East 226.22 feet along said east line of 4500 West Street;
thence South 89°53'01" East 147.08 feet;
thence South 0°06'56" West 134.51 feet to a point of curvature;
thence southerly 10.00 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°53'04" West and the long chord bears South 19°12'44" West 9.81 feet with a central angle of 38°11'35");
thence southerly 93.59 feet along the arc of a 55.00-foot radius curve to the left (center bears South 51°40'39" East and the long chord bears South 10°26'27" East 82.70 feet with a central angle of 97°29'57");
thence South 00°06'59" West 1.12 feet;
thence North 89°53'01" West 159.00 feet to the Point of Beginning.

Contains: 32,557 square feet or 0.747 acres.

PROFESSIONAL LAND SURVEYOR
Electronic Seal
No. 8034679
TRENT R. WILLIAMS
STATE OF UTAH

Trent R. Williams
License No. 8034679

May 18, 2022
Date

OWNER'S DEDICATION

Known all men by these presents that I / we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

CRAYTHORNE HOMESTEAD - PHASE 2 - 2ND AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this_____day of_____A.D., 20_____.

By: _____ By: _____

By: _____ By: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Davis }S.S.

On the ____ day of _____ A.D., 20_____ ,
personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication,_____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES:_____,

_____ RESIDING IN_____ COUNTY.
NOTARY PUBLIC

CRAYTHORNE HOMESTEAD - PHASE 2 - 2ND AMENDED

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 6
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST POINT, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20_____,
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

DEVELOPER
LANNY ELLIS
549 SOUTH 4500 WEST
WEST POINT UTAH 84015
801-390-6250

ENSIGN

LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE WEST POINT CITY ATTORNEY.

WEST POINT CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, WEST POINT CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE WEST POINT CITY ENGINEER

WEST POINT CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE WEST POINT CITY COUNCIL

CITY RECORDER CITY MAYOR

SHEET 1 OF 1

PROJECT NUMBER : 8500F
MANAGER : T.WILLIAMS
DRAWN BY : A.SHELBY
CHECKED BY : T.WILLIAMS
DATE : 5/18/22

CITY COUNCIL STAFF REPORT

Subject: Text Changes to Accessory Dwelling Unit Regulations
Author: Bryn MacDonald
Department: Community Development
Date: June 7, 2022

Background

For many years, West Point City has allowed accessory dwelling units (formerly known as accessory apartments) to be built on single-family lots. A portion of the home could then be rented out to family, clergy, or disabled people. The ordinance for ADUs has evolved over the past few years to allow them to be located inside accessory buildings and to allow "internal" ADUs within the footprint of the primary dwelling. Due to the increasing need for housing, staff has been receiving a growing number of inquiries from residents about the possibility of adding an addition to their existing home or building a detached structure. As more questions are asked, it has become apparent that some of the standards in the code are vague and leave room for interpretation. The following changes are proposed to clarify standards for ADUs in West Point City.

Analysis

In 2021, the State Code was amended regarding internal accessory dwelling units. The revised code states that an internal accessory dwelling unit shall be a permitted use in residential zones. The code also outlines what requirements or prohibitions the city can place on internal accessory dwelling units. Several of the changes in the City code are being proposed in order to be in greater compliance with the new State requirements.

The proposed text amendment has been provided for review. Some of the proposed changes include:

- Define internal, detached, and attached ADUs
- Address the minimum size of ADUs as it relates to lot size
- Allow 2-story ADUs on lots larger than 15,000 sqft
- Require 2 off-street parking for detached ADUs
- Setback requirement for detached ADUs
- The minimum lot size for internal and attached ADUs
- Require detached ADUs to be placed on a permanent foundation
- Prohibit ADUs in mobile homes, recreational vehicles, or shipping containers
- Consolidate standards
- Require an ADU permit application for all ADUs
- Address fire regulations for detached ADUs

Staff would like to recommend some additional changes to the text that were discussed after the PC meeting. The table below outlines many of the requirements for the various types of ADUs. Staff is concerned that the minimum lot size and size limit for a detached ADU may not be clear. This section needs to be clarified with additional text.

			Detached ADU	
	Internal ADU	**Attached ADU**	**Single Story**	**2-Story**
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Rear Yard Area	Rear Yard Area
Minimum Lot Size	6,000 sf	6,000 sf	10,000 sf / 12,000 sf	15,000 sf
Size Limit, Habitable	No Limitation	50% up to 800 sf	650 sf / 800 sf	800 sf
Maximum Height Limit	Same as Primary Dwelling	Same as Primary Dwelling	No taller than the primary dwelling	30' to Roof Peak
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'	10'
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'	25'
Off-Street Parking	1	1	2	2

Recommendation

This item is on for discussion only. A public hearing will be scheduled for the next meeting.

Attachments

Draft Ordinance

17.10.020 Definitions.

~~"Accessory apartment" means a subordinate dwelling unit located within or detached from the main dwelling that includes living space, sleeping space, a kitchen and at least a three-quarters bathroom.~~

"Accessory dwelling unit" means a secondary habitable living unit added to, created within, attached or detached from a primary single-family dwelling and contained on one lot, pursuant to the standards and regulations found in Section 17.70.060

17.70.060 Accessory dwelling units.

A. Purpose. Accessory Dwelling Units (ADUs) in single-family residential zones are an important tool in the overall housing goals and needs of City and allow for alternative and flexible housing options in owner-occupied single-family residences.

A. *Accessory Dwelling Units Defined.* An accessory dwelling unit (ADU) is a second dwelling unit in an owner-occupied single-family property that is clearly incidental and accessory to the main dwelling on the property. ADUs can be either internal, detached or ~~external~~ attached.

1. "ADU (Internal)" Internal ADU means an ADU created (a) within a primary dwelling unit; (b) within the footprint of the primary dwelling unit at the time the internal ADU is created; and (c) for the purpose of offering a long-term rental of 30 consecutive days or longer. ~~An internal ADU is a separate dwelling unit located entirely within the footprint of a single-family residence on a residentially zoned property~~. Internal ADUs must meet the standards in Utah Code § 10-9a-530.

2. "ADU (detached)" Detached ADU means an ADU located in an accessory building on the property and not attached to or within the principal dwelling unit. ~~An external ADU is a dwelling in a separate structure on the same residentially zoned property as a single-family residence, and which is detached from the single-family residence.~~

3. "ADU (attached)" Attached ADU means a new ADU is constructed as a physical expansion (i.e. addition) of the primary dwelling and is attached to the Single-Family Dwelling Unit by one or more common walls.

B. *Permitted and Conditional Uses.* See use table in WCPP 17.60.050 for specific zoning designations that include permitted and conditional uses. If the ADU is not designated within a particular zone on the table, then it is prohibited.

C. *General Standards.*

1. ADU permit application shall be required for all internal, attached, and detached units. Only applications deemed complete by the community development director or designee will be processed. Complete applications include appropriate application forms reflecting the

standards of the city, plans, texts, and signatures as required on the form available in the community development department and on the city's website. A letter or email confirming the completeness of the application may be requested by the applicant. All applications shall be accompanied by the appropriate fee as established from time to time by resolution of the city council.

2. Only one ADU per property is permitted.

3. ADUs ~~The accessory apartment shall~~ meet all building codes and obtain all required permits prior to occupancy of the ADU.

4. The applicant shall have a fee simple title to the property.

5. The ADU ~~accessory apartment~~ shall have a separate entrance that faces away from the street and that does not disrupt the single-family appearance of the existing structure.

6. ~~The accessory apartment shall have at least one additional paved off-street parking space, which may be in a tandem configuration.~~

7. The ADU ~~accessory apartment~~ shall have a minimum of one bedroom and a three-quarter bath.

8. The ADU ~~accessory apartment~~ shall have a kitchen.

9. ~~The primary unit shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.~~

10. ~~The primary or secondary unit shall not be occupied by more than three persons per bedroom.~~

11. No vehicles shall be parked on the front lawn or other landscaped areas.

12. The property shall be neatly maintained and shall meet all current codes regarding property maintenance and public health standards.

13. The applicant has not been notified or fined by the city for any code violations relating to this property or any other property within the previous 12 months.

14. ~~An accessory building located in the rear yard may be used as an accessory apartment, but shall maintain a five-foot distance from the principal dwelling, a 10-foot rear setback, and a minimum of 10 feet for a side yard setback. The height to the peak of the roof shall be no more than 20 feet.~~

15. Owner Occupancy: The City shall only permit an accessory dwelling unit when an owner occupant lives on the property within either the principal or accessory dwelling unit. Owner occupancy shall not be required when:

    a. The owner has a bona fide, temporary absence of three (3) years or less for activities such as military service, temporary job assignments, sabbaticals, or

voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or

b. The owner is placed in a hospital, nursing home, assisted living facility or other similar facility that provides regular medical care, excluding retirement living facilities or communities.

16. The ADU must be rented for periods of 30 consecutive days or more. [Ord. 12-21-2021A § 1 (Exh. A); Ord. 08-17-2021B § 2 (Exh. A)].

17. ~~The owner may request a leave of absence for up to three years for personal, business, military, and/or ecclesiastical reasons, through a letter requesting such absence filed with the community development department. During that time, a manager shall be identified that lives in the home and that person's contact information provided within the letter of absence request.~~

18. ~~ADUs are not allowed on lots 6,000 square feet or less in size regardless of the zone.~~

19. All ADUs shall connect to the same (water, gas, sewer, etc.) utility lines as the primary dwelling.

D. Internal ADU Standards

1. Internal ADUs ~~The primary unit~~ shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.

   ~~All accessory apartments shall be subordinate in size and prominence to the primary unit. The property must be owner occupied. This means that the owner must reside in the primary home or the detached structure at all times (except as specified herein, and may not delegate, assign, or transfer this responsibility to another party).~~

E. Attached ADU Standards

1. Attached ADU's ~~The primary unit~~ shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.

2. The total area of an attached ADU shall not exceed fifty percent (50%) of the square footage of the habitable area of the building footprint of the primary residence and in no case exceed eight hundred (800) square feet

F. Detached ADU Standards

1. Detached ADUs shall be placed on a permanent foundation.

2. Detached ADUs shall have a similar appearance as the primary unit.

3. Detached ADUs may not be built within a recorded easement.

4. For detached ADUs, the maximum size limit shall be based on the minimum lot size as specified in Table 17.70.060-1.

5. Mobile homes, Recreational Vehicles, or shipping containers shall not be considered a detached ADU.

6. An ADU shall not be sold separately or subdivided from the principal dwelling unit or lot unless compliant with subdivision regulations.

7. Detached ADUs shall follow the same regulations for lot coverage as outlined in Section 17.70.030(A)(2).

8. No basements are allowed in detached ADUs

9. Fire Regulations

    a. The maximum distance from a fire hydrant to the front entrance of the detached ADU shall not be greater than 500 feet as the "hose lies"

    b. No portion of the detached ADU shall be further away than 150 feet from the public road. If the distance is greater than 150' from the public road to the detached ADU, a 20-foot unobstructed paved access road is required with a vertical clearance of 13'6" with an approved turnaround for fire access.

Table 17.70.060-1

			Detached ADU	
	Internal ADU	**Attached ADU**	**Single Story**	**2-Story**
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Rear Yard Area	Rear Yard Area
Minimum Lot Size	6,000 sf	6,000 sf	10,000 sf / 12,000 sf	15,000 sf
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Maximum Height Limit	Same as Primary Dwelling	Same as Primary Dwelling	No taller than the primary dwelling	30' to Roof Peak
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'	10'
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'	25'
Off-Street Parking	1	1	2	2

17.60.050 Table of Land Use Regulations

P = Permitted Use (P). A site plan application might be required as outlined in Chapter 17.30 WPCC.
AC = Administrative Conditional Use (AC). A site plan application with an administrative staff review is required.
PC = Planning Commission Conditional Use Review (PC). A site plan application with planning commission review is required.

LAND USE ZONES	A-5	A-40	R-1	R-2	R-3	R-4	R-5	P-O	N-C	C-C	R-C	R/I-P
7. Internal Accessory Dwelling Units (see WCPP 17.70.060)	P	P	P	P	P							
8. ~~External~~ Detached Accessory Dwelling Units (see WCPP 17.70.060)	PC	PC	PC	PC	PC							
9. Attached Accessory Dwelling Units (see WCPP 17.70.060)	PC	PC	PC	PC	PC							

CITY COUNCIL STAFF REPORT

Subject: Boundary Line Adjustment with Syracuse
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 7, 2022

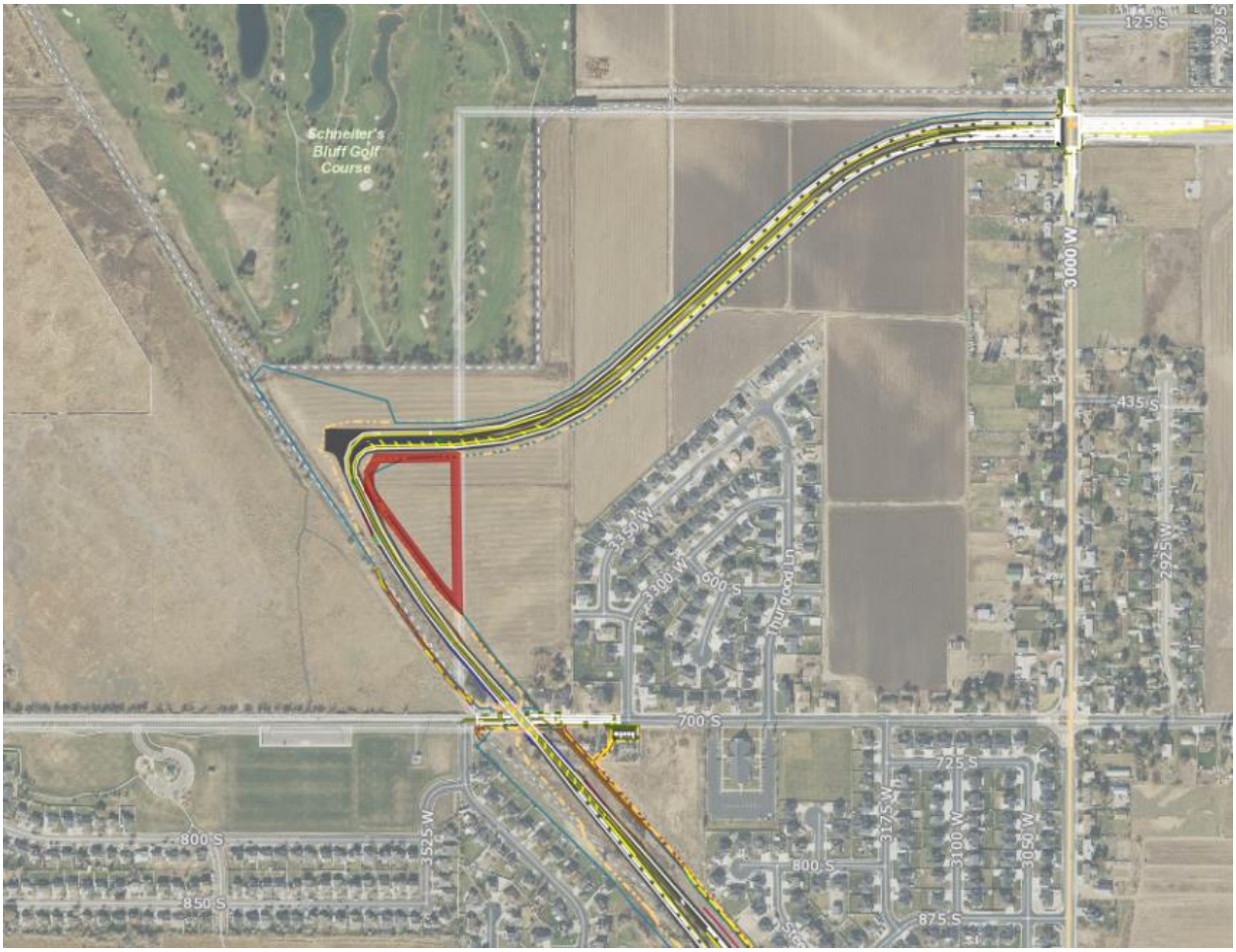
Background

The West Davis Corridor and SR-193 are currently being constructed through portions of Syracuse and West Point. The construction of these roads will create a small piece of property that will be isolated from the rest of West Point City. Syracuse City has approached staff about a possible boundary line adjustment for this piece of property.

Analysis

The construction of the West Davis Corridor and SR-193 is currently underway. When the roads are complete, an approximately 1.33 acres piece of property on the south side of SR-193 will become separated from the rest of West Point. It will only be able to be accessed from roads in Syracuse.

Syracuse City has approached staff about doing a boundary line adjustment to move this piece of property from West Point to Syracuse. This would allow the property to be developed cohesively with the planned residential development to the east in Syracuse.



A boundary line adjustment can be done by completing the process as outlined in Utah State Code. Each city has to adopt a resolution indicating they intend to adjust the boundary. Notices have to be posted in the City and published online for at least three weeks prior to a public hearing. After the Council holds a public hearing, they adopt an ordinance approving the adjustment. The ordinance becomes effective when each city has adopted an ordinance.

Recommendation

This item is on for discussion only. No action is required at this time. If the Council would like to move forward with the boundary line adjustment, a resolution of intent could be adopted at the next meeting.

CITY COUNCIL STAFF REPORT

Subject: Postponement Agreement – Bennett Legacy
Author: Boyd Davis
Department: Engineering
Meeting Date: June 7, 2022

Background

The proposed Bennet Legacy Subdivision is a single-lot subdivision located at 984 N 4000 W. The applicant, Craythorne Development, is requesting a postponement agreement with the City for the curb, gutter, and sidewalk improvements along the frontage of the lot on 4000 W.

Analysis

The proposed postponement agreement is attached to this report. This agreement requires Craythorne Development, or the current owner of the property, to pay for the installation of the above referenced improvements at any point the City determines it is to be installed. That point will most likely occur when the City eventually widens 4000 W and completes the improvements in front of all of the existing homes along the road. The time-frame of when the widening of 4000 W will occur, is not known at this point, as it is not a project that has been scheduled for completion.

If approved, the postponement agreement will be recorded on the property so that any future owners will be notified of the agreement and be bound by the terms therein.

Recommendation

Staff recommends approval of Resolution 06-07-2022x, approving a Postponement Agreement and authorizing the Mayor to sign the document.

Significant Impacts

None

Attachments

Resolution 06-07-2022x
Agreement

RESOLUTION NO. 06-07-2022B

A RESOLUTION APPROVING A POSTPONEMENT AGREEMENT BETWEEN CRAYTHORNE DEVELOPMENT AND WEST POINT CITY FOR THE INSTALLATION OF STREET IMPROVEMENTS AT 984 NORTH 4000 WEST

WHEREAS, Craythorne Development plans to develop a single-lot subdivision on 984 N 4000 W for the purpose of building a home; and

WHEREAS, The West Point City Code requires street improvements to be installed at the time of development; and

WHEREAS, There is no need at the present time to install said improvements on this single lot; and

WHEREAS, Craythorne Development has agreed to pay for the improvements at a later date.

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

1. The Postponement of Improvement 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 7th day of June, 2022

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(984 North 4000 West)

THIS AGREEMENT for the postponement of improvements (hereinafter referred to as "Agreement") is made and entered into this __ day of _____, 20__, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and __ _____ (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, _____ is owner of real property situated in the City, which property is more particularly described as follows, to wit:

A part of the Northwest Quarter of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S Survey, West Point City, Davis County, Utah:

Beginning at a point on the Section Line said point being 1003.29 feet North 0°04'29" East along the Section Line from the West Quarter of said Section 32; and running thence South 89°55'32" East 193.50 feet; thence South 00°04'28" West 127.08 feet; to an existing fence line thence South 89°22'41" West 193.52 feet; along said existing fence line to said Section line thence North 0°04'29" East 129.43 feet along said Section line to the point of beginning.

Contains 24,815 Sq.ft., more or less
(Rotate Bearings Clockwise 0°29'02" to get NAD83 Bearings)

WHEREAS, there is now in force in the City an ordinance known as the West Point City Subdivision Ordinance, which requires the installation of curb, gutter, sidewalk, and other off-site improvements adjacent to any property where the same improvements have not previously been installed; and

WHEREAS, said improvements are to be installed at the time application is made for a building permit.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration it is mutually agreed between the parties as follows:

AGREEMENT

1. AGREEMENT FOR POSTPONED INSTALLATION. The parties agree that Owner may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Owner's said property. The Council's decision shall be

based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.

2. POSTPONED INSTALLATION. Upon receipt of notice that the City Council has made the determination referred to in paragraph 2 above, the City shall proceed with the installation of the said off-site improvements at the property owner's expense. In the event that a special improvement district is organized for the purpose of installing the said off-site improvement, the Owner or his/her/their successors will pay the cost of such improvements, through the said improvement district.

3. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his/her agent; and any question as to the conformity with City Specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his/her decision shall be final and conclusive.

4. GRANT OF LIEN. Owner hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by Owner; and to give notice of such lien it is agreed that this agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.

5. SUCCESSORS. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, as of the day and year first above written.

WEST POINT CITY

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

_____
(property owner)

By:_____

Title:_____

(SEAL)

STATE OF UTAH)
: ss. (Individual)
COUNTY OF _____)

On this_____day of _____, 20___, personally appeared before me_____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

_____
Notary Public

(SEAL)

CITY COUNCIL STAFF REPORT

Subject: UDOT Master Landscape Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: June 7, 2022

Background

UDOT is requesting that the City enter into an agreement regarding landscape improvements on state highways. The City has always been allowed to install landscape improvements and it has been the understanding that we would maintain them, but UDOT would like to formalize this in a written agreement.

Analysis

The full agreement is attached, but a summary of the main points follows:

- The City is allowed to install landscape improvements
- UDOT will not maintain any landscaping other than their own standard landscaping
- The City will be granted permission to enter state highways to perform maintenance work
- UDOT can ask the City to replace any dead landscaping
- Failure to abide by the agreement will jeopardize approval of future landscaping
- The agreement will be for 10 years and can be extended.

The agreement is being reviewed by the City Attorney and any comments he has will be shared at the meeting. Staff does not see any problem with the agreement as this is how we are currently operating.

Recommendation

Staff recommends approval of Resolution 06-07-2022C, approving the agreement and authorizing the Mayor to sign the document.

Significant Impacts

None

Attachments

Resolution 06-07-2022C
Agreement

RESOLUTION NO. 06-07-2022C

A RESOLUTION APPROVING A MASTER LANDSCAPE MAINTENANCE AGREEMENT BETWEEN UDOT AND WEST POINT CITY

WHEREAS, West Point City has landscaping improvements within UDOT's right-of-way; and

WHEREAS, West Point City is willing to maintain said improvements; and

WHEREAS, UDOT has requested a formal agreement for the maintenance of existing and future landscaping improvements installed by the City.

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

1. The Master Landscape Maintenance 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 7th day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

State of Utah
Department of Transportation

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and ***TOWN/CITY or COUNTY OF*** WEST POINT, a political subdivision of the State of Utah, hereinafter referred to as the "Town/City or County."

RECITALS

WHEREAS, UDOT has state highway right-of-ways that may be used for landscape improvements that UDOT or the City may install in accordance with Utah Code 72-3-109 and Utah Administrative Code R-918-6; and

WHEREAS, the parties may have existing landscape agreements they have previously entered into; however, this Agreement is a new process to establish how future landscape agreements will be implemented.

WHEREAS, the parties are agreeable to enter into a Master Landscape Maintenance Agreement "Agreement" related to currently existing and future landscaped portions of the state highway right-of-ways; and

WHEREAS, UDOT's standard roadside vegetation is defined in the UDOT Aesthetic Guidelines as the establishment of a natural and self-sustaining mixture of grass, forb or shrub species, without the requirement of irrigation, to improve water quality by reducing soil erosion, increase visual quality and reduce invasive and noxious plant establishment. UDOT maintains areas of standard roadside vegetation within state highway right-of-ways through Integrated Roadside Vegetation Management ("IRVM").

WHEREAS, landscape improvements (i.e. decorative landscaping as referenced in Utah Administrative Code R-918-6) are treatments that exceed the UDOT standard roadside vegetation. UDOT does not maintain areas of landscape improvements within state highway right-of-ways.

WHEREAS, this Agreement is made to set forth the terms and conditions where landscape improvements shall be installed and maintained.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

I. UDOT will allow the City to access state highway right-of-ways at the locations permitted by UDOT through Utah Administrative Code R-930-6 or described in Supplemental Landscape Maintenance Agreements to provide routine care and maintenance and to install approved landscape improvements. All work within the state highway right-of-ways requires approved DOT Personal Protective Equipment and Safety Clothing, as required by UDOT Policy 06E-02. Youth volunteer groups between the ages of 16 and 18 years are allowed to work within the right-of-way when adult supervision is provided.

II. An encroachment permit is required when any construction or maintenance activity is digging or requires traffic control within the UDOT right-of-way.

III. The City, through their own maintenance forces or code enforcement, will be responsible to maintain landscape improvements within UDOT's state highway right-of-ways during the term of this Agreement.

IV. Requirements for replacement of landscape improvements:
   a. When a UDOT project pays for landscape improvements and after the City has accepted maintenance responsibility, the City shall be required to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
   b. When the City pays for landscape improvements and after the City has accepted maintenance responsibility, UDOT may require the City to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
   c. The City will coordinate directly with UDOT in the event that the City desires to make changes to the landscape improvement.

V. For future landscape improvements on UDOT projects within state highway right-of-ways, UDOT will coordinate with the City for final landscape improvement plans. A Supplemental Landscape Maintenance Agreement to this Master Landscape Maintenance Agreement will be required.

VI. Failure on behalf of the City to abide by the terms established in this Agreement may jeopardize UDOT approval for future landscape improvement projects.

VII. UDOT will remain the owner of the real properties on which the landscape improvements are installed. If UDOT decides to use its right-of-ways for a project, UDOT will not replace or reimburse the City for the landscape improvements.

VIII. Initial term of this Agreement will be ten years; then at the end of the ten year period it will be automatically renewed by five year increments unless written notice of termination is given to UDOT by the City at least thirty days prior to expiration of the current term.

IX. After thirty days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by UDOT, the City will restore the areas of landscape to UDOT standards or pay UDOT to perform this work.

X. The City may assign this Agreement to another local government with UDOT's prior consent.

XI. The City and UDOT are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Master Landscape Maintenance Agreement shall be deemed as a waiver by either or both parties of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The City agrees to indemnify, save harmless, and release UDOT from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by City's employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the City's acts, omissions, failure to act, or negligence of the City's officers, agents, contractors, or employees, except where the claim arises out of UDOT's negligence. This provision shall survive the termination of this Agreement. City shall indemnify UDOT for any losses, damages, injury, liability, claims, suits and proceedings arising out of the landscaping features installed by the City within UDOT's right-of-way.

XII. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

XIII. This Agreement may be executed in counterparts by the parties.

XIV. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the City and UDOT.

XV. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

XVI. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Add - Local Government Name				**Utah Department of Transportation**			
By		Date		By		Date	
Title/Signature of Official				Landscape Architect			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

CITY COUNCIL STAFF REPORT

Subject: "Juneteenth" Holiday
Author: Casey Arnold
Department: Executive
Meeting Date: June 7, 2022

Background

On June 17, 2021, President Biden signed into law the "Juneteenth National Independence Day Act", recognizing June 19th as a national holiday commemorating the end of slavery in the United States, an act that had not been done since 1983, when Martin Luther King, Jr. was declared a federal holiday. On March 24, 2022, Utah Governor Spencer Cox signed a similar bill declaring June 19th as "Juneteenth National Freedom Day" in Utah in observance. The law was sponsored was sponsored by State Representative Sandra Hollins, who was the first African American woman to serve in the Utah Legislature, and garnered bipartisan support in its passing. All other states officially recognize Juneteenth and have an official observance of the day, and many states hold celebrations.

Analysis

Juneteenth has been celebrated by Black Americans since the late 19th century, however, momentum to establish Juneteenth as a federal holiday ramped up 2021, a year defined by racial unrest and Black Lives Matter protests sparked by the death of George Floyd, a Black Minnesota man who was killed by a white police officer in 2020. In response, more government agencies and businesses have made an effort to officially recognize the holiday, including Davis County and several other cites throughout Utah.

In order to recognize the importance of this event in our nation's history and as a sign of West Point's commitment to inclusivity and attention racial issues, Staff would like to propose the addition of Juneteenth as one of the holidays recognized by the City for purposes of paid leave. Due to the schedule of City Council Meetings being the 1st and 3rd Tuesday of each month, there is potential for June 19th to conflict with the second meeting of the month, and while it is possible to cancel a meeting, the June meetings are especially important as the City's upcoming budget is being discussed and considered by the Council. Because of this, Staff recommends that Juneteenth be celebrated on June 19th, and follow the current policy if the date falls on a weekend, with the caveat that the City Manager can designate a day other than the 19th as needed.

The proposed changes to Section 3-02(3) are as follows:

(3) <u>Holiday Leave</u> – The purpose of holiday leave is to provide employees with paid time off to celebrate generally recognized holidays and to provide employees with a break from the regular demands, schedules, and routines of their job. Holiday time off with pay is available to eligible employees (any employee who receives other leave benefits as part of their employment). West Point City recognizes the following 12 holidays for purposes of paid holiday leave:

New Year's Day	*January 1st*
Dr. Martin Luther King, Jr. Day	*3rd Monday in January*
Presidents Day	*3rd Monday in February*
Memorial Day	*Last Monday in May*

Juneteenth	*June 19th, unless otherwise designated by City Manager*
Independence Day	*July 4th*
Pioneer Day	*July 24th*
Labor Day	*1st Monday in September*
Veteran's Day	*November 11th*
Thanksgiving Day	*4th Thursday in November*
Thanksgiving Holiday	*4th Friday in November*
Christmas Day	*December 25th*
Christmas Holiday	*Determined by City Manager*

a. Unless designated otherwise by the City Manager, a holiday falling on a Saturday, shall be observed on the preceding Friday and a holiday falling on a Sunday, shall be observed on the following Monday.

If the addition of Juneteenth is approved by the Council, City Hall would be closed and all employees would receive paid holiday leave in observance. Approval by the Council would be done via resolution, a proposed draft of which is attached. Further, Staff also recommends that if the resolution is approved, the City's first observance of the holiday begin this year on Monday, June 20th, 2022, as June 19th is a Sunday and so would be observed the following Monday.

Recommendation

Staff recommends approval of Resolution No. 06-07-2022D, designating Juneteenth as an observed holiday

Significant Impacts

Each year on June 19th, or as otherwise designated by the City Manager, City Hall would be closed and all employees would receive paid holiday leave in accordance with the City's leave policy. The holiday would fall under the current on-call policy.

Attachments

Draft Resolution 06-07-2022D

RESOLUTION NO. 06-07-2022D

**A RESOLUTION DESIGNATING
JUNETEENTH INDEPENDENCE DAY, OR "JUNETEENTH",
AS A RECOGNIZED AND OBSERVED
WEST POINT CITY HOLIDAY**

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, more than two and a half years after the Emancipation Proclamation was signed by President Abraham Lincoln on September 22, 1862, Major General Gordon Granger issued General Order Number 3, on June 19, 1865, declaring that, in accordance with the Emancipation Proclamation, all enslaved people were free with "absolute equality of rights and rights of property between former masters and those enslaved"; and

WHEREAS, beginning in 1866, African-Americans who had been slaves in Texas celebrated June 19, commonly known as "Juneteenth" or "Juneteenth Independence Day", as inspiration and encouragement for future generations; and

WHEREAS, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, after more than 150 years of its annual celebration, Juneteenth has been officially recognized by the President and the Congress of the United States as Juneteenth Independence Day; and

WHEREAS, the Mayor and Council have determined it is in the public interest to recognize the historical significance of Juneteenth and the observance of the end of slavery as part of the history and heritage of the United States by celebrating Juneteenth Independence Day, or Juneteenth, annually on June 19.

NOW, THEREFORE, BE IT RESOLVED, by the West Point City Council that June 19 in each year be and is hereby recognized as Juneteenth Independence Day, or Juneteenth; and

BE IT FURTHER RESOLVED, by the West Point City Council, that effective immediately upon passage, Section 3-02(3) of West Point City's Personnel Policies and Procedures be amended as follows:

(3) <u>Holiday Leave</u> – The purpose of holiday leave is to provide employees with paid time off to celebrate generally recognized holidays and to provide employees with a break from the regular demands, schedules, and routines of their job. Holiday time off with pay is available to eligible

employees (any employee who receives other leave benefits as part of their employment). West Point City recognizes the following 12 holidays for purposes of paid holiday leave:

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Veteran's Day	*November 11th*
Thanksgiving Day	*4th Thursday in November*
Thanksgiving Holiday	*4th Friday in November*
Christmas Day	*December 25th*
Christmas Holiday	*Determined by City Manager*

a. Unless designated otherwise by the City Manager, a holiday falling on a Saturday, shall be observed on the preceding Friday and a holiday falling on a Sunday, shall be observed on the following Monday.

PASSED AND ADOPTED this 7th day of June, 2022

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT

Subject: Discussion of Final Plat Approval for Bluff View Phase 4 and a Development Agreement
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 7, 2022

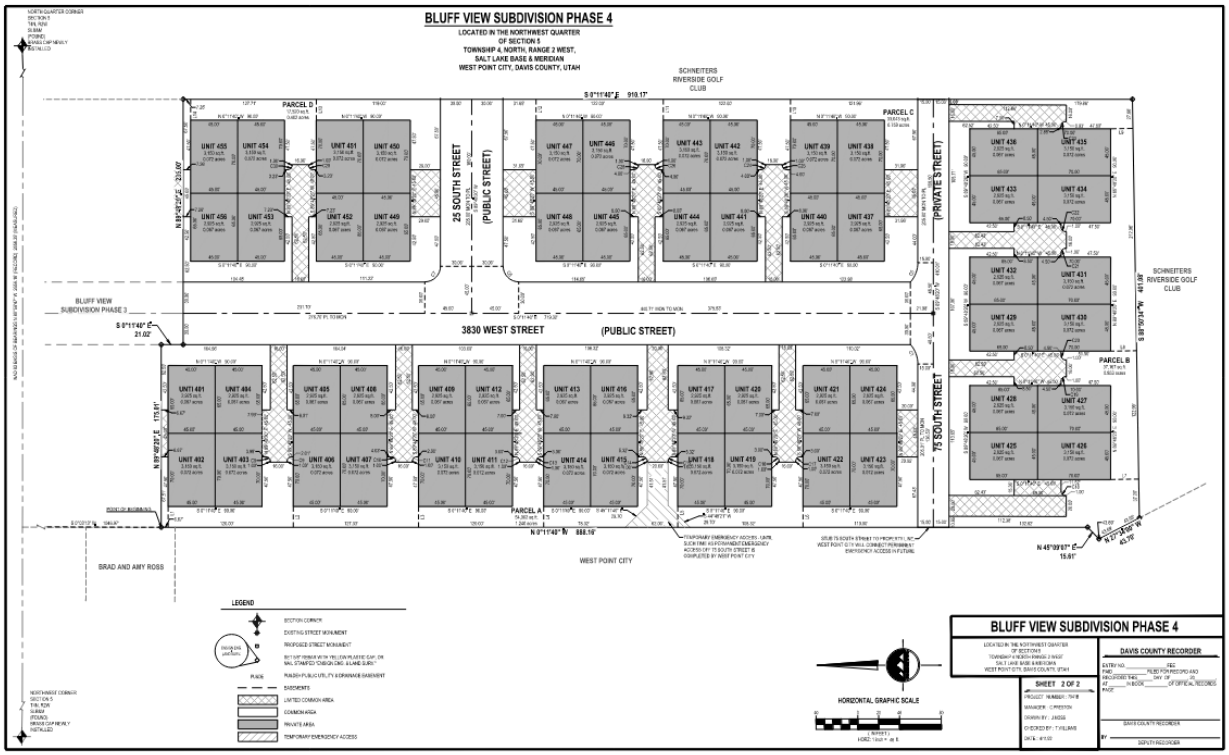
Background

The applicant, Nilson Land Development, is seeking final plat approval for Bluff View Subdivision phase 4, located at approximately 3830 W 300 N. Phase 4 (located directly south of phase 3) will consist of 14 buildings (each building having 4 attached units) for a total of 56 units.

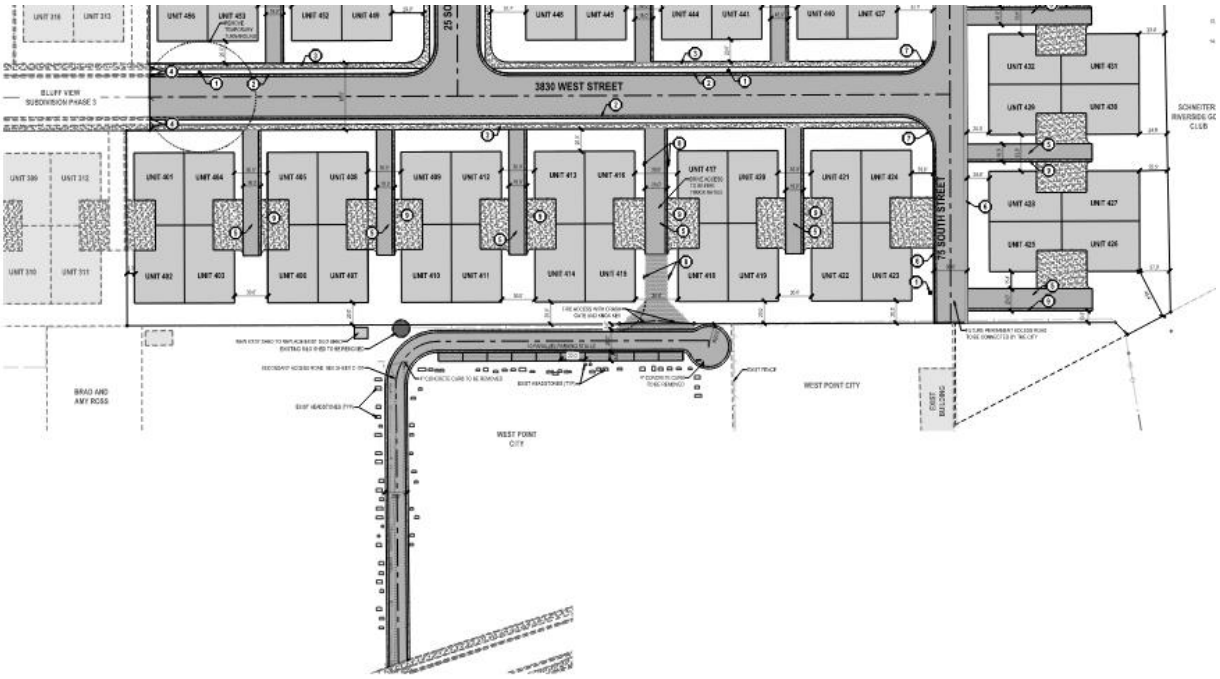
The City Council rezoned this property to R-4 (Residential- 8 units per acre). The Planning Commission granted preliminary approval for this project on August 13, 2020. The development consists of 27.5 acres of land with 202 units (7.3 units per acre) that are divided up into 6 phases. The development will be a mix of "patio" style homes (116) and traditional "townhomes" (86). The project will consist of private and public streets and will provide adequate off-street parking spaces.

Analysis

Staff has reviewed the plans and provided comments back to the developer and project engineer. All of the items that are required before Final Plat, other than the second access, have been addressed including the required approval letters.



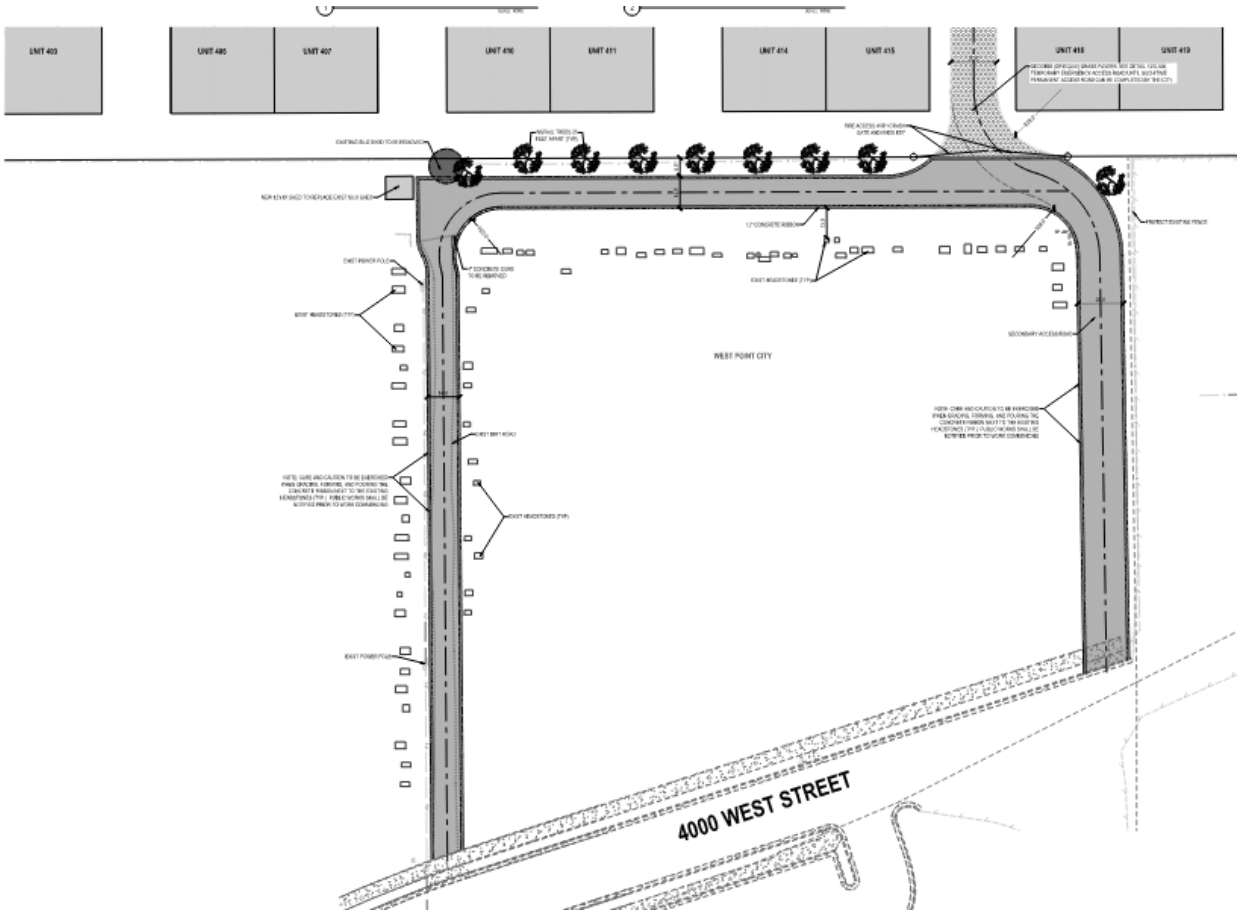
The code states that the city shall not approve more than 30 lots without requiring the construction of a second access road. Phase 4 is 56 units and will require the construction of a second access. The applicant was proposing to construct a second access through the City cemetery to the west. *(See plan below)*



A development agreement is also being proposed in order to finalize the details of the construction of the access through the cemetery. The proposed agreement states that the developer will construct a 20 foot road through the cemetery. The agreement also states that 50 South will eventually connect to the west and a permanent access will be created. At that time, 50 South will be dedicated as a public road.

During the City Council meeting on May 17, 2022, the cemetery access was discussed. Several issues were raised regarding the exact location of the road in relation to existing cemetery plots and the property line. The council tabled the item until the next meeting to allow further examination of the proposed road.

The applicant has proposed an alternative access on the south side of the cemetery. They believe there is adequate room in this location for a 20 foot access road. Staff received revised plans on June 6, 2022, showing the road on the south side of the cemetery. The new plan has a 20 foot road on the south side of the cemetery that will serve as the second access for the subdivision. It also shows paving a 14 foot road in the original location in the center of the cemetery. The narrower 14 foot road appears to avoid conflicts with cemetery plots that caused concerns with the original 20 foot road.



Recommendation

This item was continued to this meeting to allow further information on the road. Staff received revised plans on June 6, 2022. The Council should review the revised plans and determine if they are comfortable with the location of the road.

Attachments

A. Plans dated 6/3/2022

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

FOR APPROVAL
NOT FOR CONSTRUCTION

DATE PRINTED
June 3, 2022

INDEX OF DRAWINGS

1 OF 2	BLUFF VIEW SUBDIVISION PHASE 4 PLAT
2 OF 2	BLUFF VIEW SUBDIVISION PHASE 4 PLAT
C-001	GENERAL NOTES
C-002	OVERALL DEVELOPMENT SITE PLAN
C-100	SITE PLAN
C-101	EMERGENCY ACCESS ROAD SITE PLAN
C-200	GRADING PLAN
C-201	DRAINAGE PLAN
C-202	STORM DRAIN CALCULATIONS
C-300	UTILITY PLAN
C-400	EROSION CONTROL PLAN
PP-1	3830 WEST STREET PLAN AND PROFILE
PP-2	3830 WEST STREET PLAN AND PROFILE
PP-3	50 SOUTH STREET PLAN AND PROFILE
PP-4	50 NORTH STREET PLAN AND PROFILE
PP-5	EMERGENCY ACCESS ROAD PLAN AND PROFILE
PP-6	EMERGENCY ACCESS ROAD PLAN AND PROFILE
C-500	DETAILS
C-501	DETAILS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

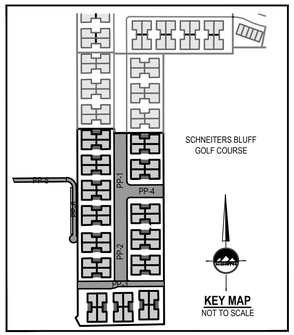
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/ CONTRACTOR

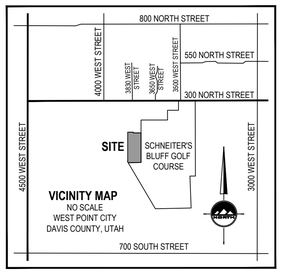
UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



KEY MAP
NOT TO SCALE



VICINITY MAP
NO SCALE
WEST POINT CITY
DAVIS COUNTY, UTAH

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO WEST POINT CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
CITY ENGINEER

ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
Nilson Land Development LLC
1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION
PHASE 4
3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
CHAMPION HESS PRESTON
STATE OF UTAH

NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

COVER

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
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GENERAL NOTES

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.

2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.

3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.

4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.

8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.

9. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".

10. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.

12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

13. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

14. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.

16. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
    - 16.1. CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
    - 16.2. CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
    - 16.3. IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
    - 16.4. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
    - 16.5. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.

18. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.

19. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.

20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.

21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.

22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.

23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

24. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

25. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

26. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

28. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.

29. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.

30. ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.

31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.

32. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.

2. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.

3. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.

5. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02320 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.

6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.

7. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.

9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

10. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.

11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.

12. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.

13. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.

14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.

15. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.

16. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.

17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.

19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.

3. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.

4. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.

5. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.

6. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.

7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

8. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.

9. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.

2. THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.

3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.

2. THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)

3. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.

4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.

5. THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.

6. THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.

8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.

9. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.

10. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTORS' FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.

12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.

13. THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.

14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.

15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.

16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

SECTION CORNER	EXISTING EDGE OF ASPHALT
EXISTING MONUMENT	PROPOSED EDGE OF ASPHALT
PROPOSED MONUMENT	EXISTING STRIPING
EXISTING REBAR AND CAP	PROPOSED STRIPING
SET ENSIGN REBAR AND CAP	EXISTING FENCE
EXISTING WATER METER	PROPOSED FENCE
PROPOSED WATER METER	EXISTING FLOW LINE
EXISTING WATER MANHOLE	PROPOSED FLOW LINE
PROPOSED WATER MANHOLE	GRADE BREAK
EXISTING WATER BOX	EXISTING STORM DRAIN LINE
EXISTING WATER VALVE	PROPOSED STORM DRAIN LINE
PROPOSED WATER VALVE	ROOF DRAIN LINE
EXISTING FIRE HYDRANT	CATCHMENTS
PROPOSED FIRE HYDRANT	HIGHWATER LINE
PROPOSED FIRE DEPARTMENT CONNECTION	EXISTING SANITARY SEWER
EXISTING SECONDARY WATER VALVE	PROPOSED SANITARY SEWER LINE
PROPOSED SECONDARY WATER VALVE	PROPOSED SAN. SWR. SERVICE LINE
EXISTING IRRIGATION BOX	EXISTING LAND DRAIN LINE
EXISTING IRRIGATION VALVE	PROPOSED LAND DRAIN LINE
PROPOSED IRRIGATION V

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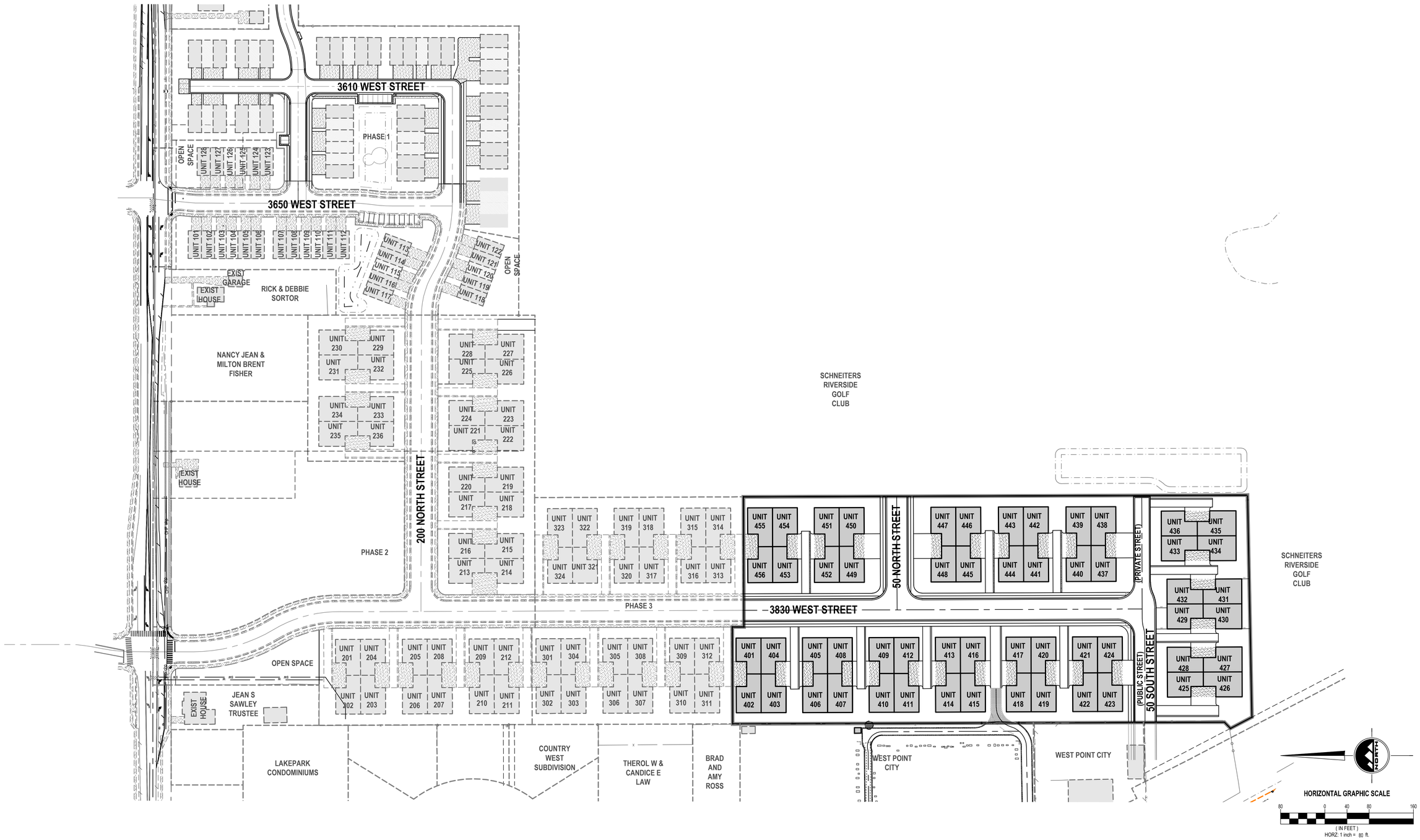
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'



ENSIGN
THE STANDARD IN ENGINEERING

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SALT LAKE CITY
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TOOELE
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CEDAR CITY
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RICHFIELD
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FOR:
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1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
1		FOR REVIEW	
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OVERALL DEVELOPMENT SITE PLAN

PROJECT NUMBER: 7941B
PRINT DATE: 6/3/22
DRAWN BY: J.MOSS
CHECKED BY: C. PRESTON
PROJECT MANAGER: C. PRESTON

C-002

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BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

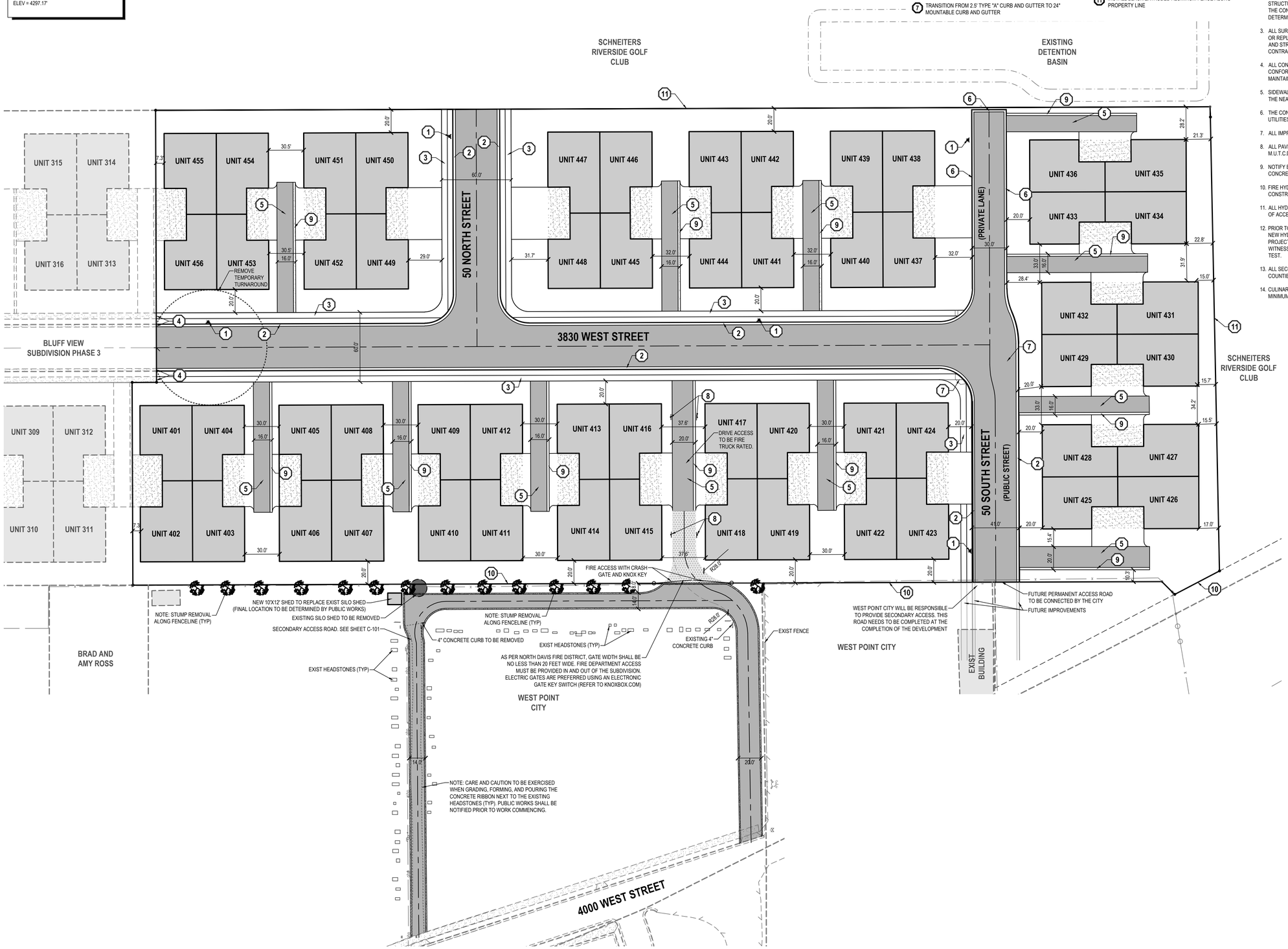
SCOPE OF WORK:

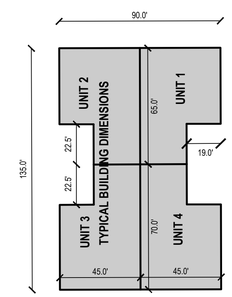
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL FIRE HYDRANT AND VALVE PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
2. INSTALL 2.5' TYPE "A" CURB & GUTTER PER APWA PLAN # 205 (TYP)
3. INSTALL 5' SIDEWALK PER APWA PLAN # 231 (TYP)
4. MATCH EXISTING IMPROVEMENTS
5. DRIVEWAY TO UNITS PER INDIVIDUAL BUILDING PLANS (TYP)
6. INSTALL 24" MODIFIED APWA TYPE "F" DETAIL 1/C-501
7. TRANSITION FROM 2.5' TYPE "A" CURB AND GUTTER TO 24" MOUNTABLE CURB AND GUTTER
8. "NO PARKING IN FIRE LANE AT ANY TIME" SIGN (NO PARKING / FIRE LANE)
9. INSTALL 2' CONCRETE WATERWAY. SEE DETAIL 16/C-500
10. INSTALL WHITE 6' VINYL FENCE ALONG PROPERTY LINE
11. INSTALL BLACK EXTRUDED ALUMINUM FENCE ALONG PROPERTY LINE

NOTES

1. ALL WORK TO COMPLY WITH WEST POINT CITY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5. SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
7. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
8. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
10. FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF ANY BUILDINGS.
11. ALL HYDRANTS SHALL BE PLACED WITH THE 4-1/2" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
12. PRIOR TO BEGINNING CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF NORTH DAVIS FIRE DISTRICT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE TEST.
13. ALL SECONDARY WATER IMPROVEMENTS TO BE INSTALLED PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.
14. CULINARY WATER AND SANITARY SEWER LATERALS SHALL BE INSTALLED WITH A MINIMUM OF 10' HORIZONTAL SEPARATION.





THESE BUILDING DIMENSIONS ARE APPROXIMATE AND WILL BE FINALIZED AND APPROVED WITH BUILDING PERMITS

NORTH

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

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FOR:
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CONTACT:
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PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
LICENSED
NO. 5349039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

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SITE PLAN

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-100

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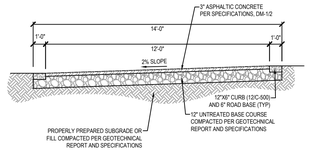
BENCHMARK

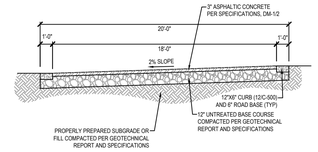
NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'



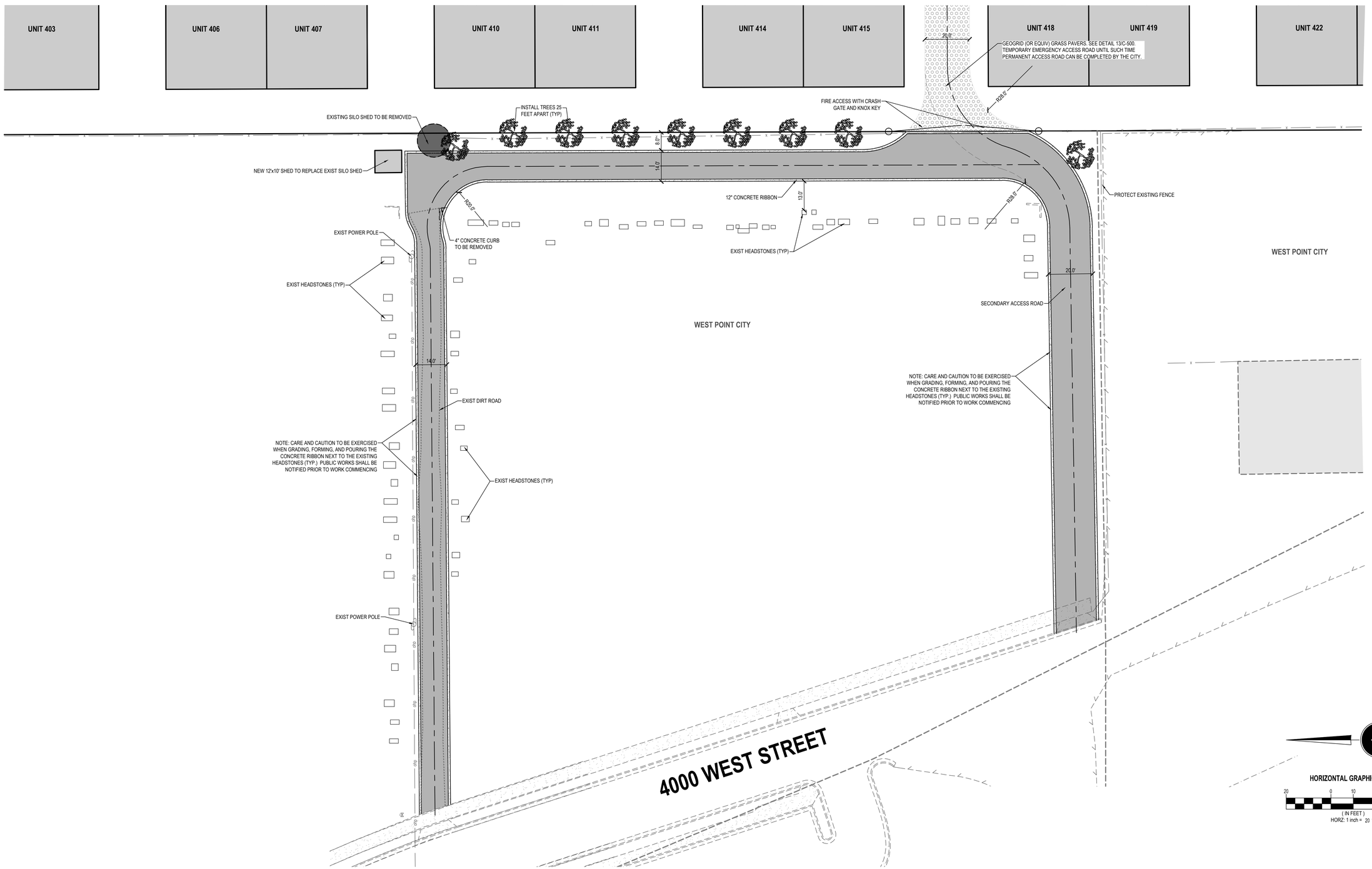
1 14' CROSS SECTION

SCALE: NONE



2 20' CROSS SECTION

SCALE: NONE



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BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

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EMERGENCY ACCESS ROAD SITE PLAN

PROJECT NUMBER 7941B	PRINT DATE 6/3/22
DRAWN BY J.MOSS	CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON	

C-101

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BENCHMARK

NORTH QUARTER CORNER
SECTION 5
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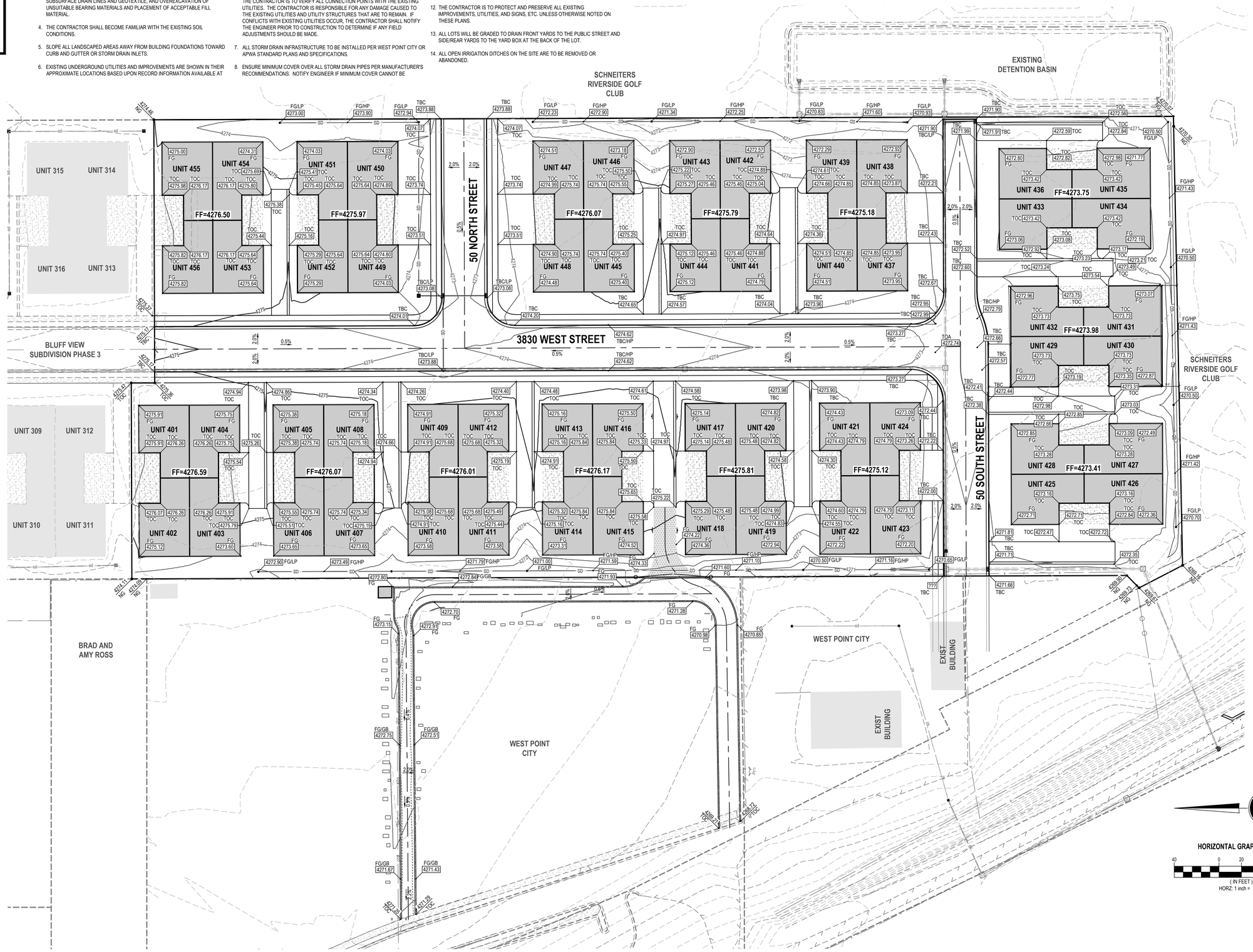
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

GENERAL NOTES

1. ALL WORK TO COMPLY WITH WEST POINT CITY STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
6. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
7. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER WEST POINT CITY OR APWA STANDARD PLANS AND SPECIFICATIONS.
8. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. INSTALLATION OF 12x12 YARD BOXES SHALL BE DONE AS PER DETAIL 11, C-500
11. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
12. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
13. ALL LOTS WILL BE GRADED TO DRAIN FRONT YARDS TO THE PUBLIC STREET AND SIDE/REAR YARDS TO THE YARD BOX AT THE BACK OF THE LOT.
14. ALL OPEN IRRIGATION DITCHES ON THE SITE ARE TO BE REMOVED OR ABANDONED.



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

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FOR:
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CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

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GRADING PLAN

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-200

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BENCHMARK

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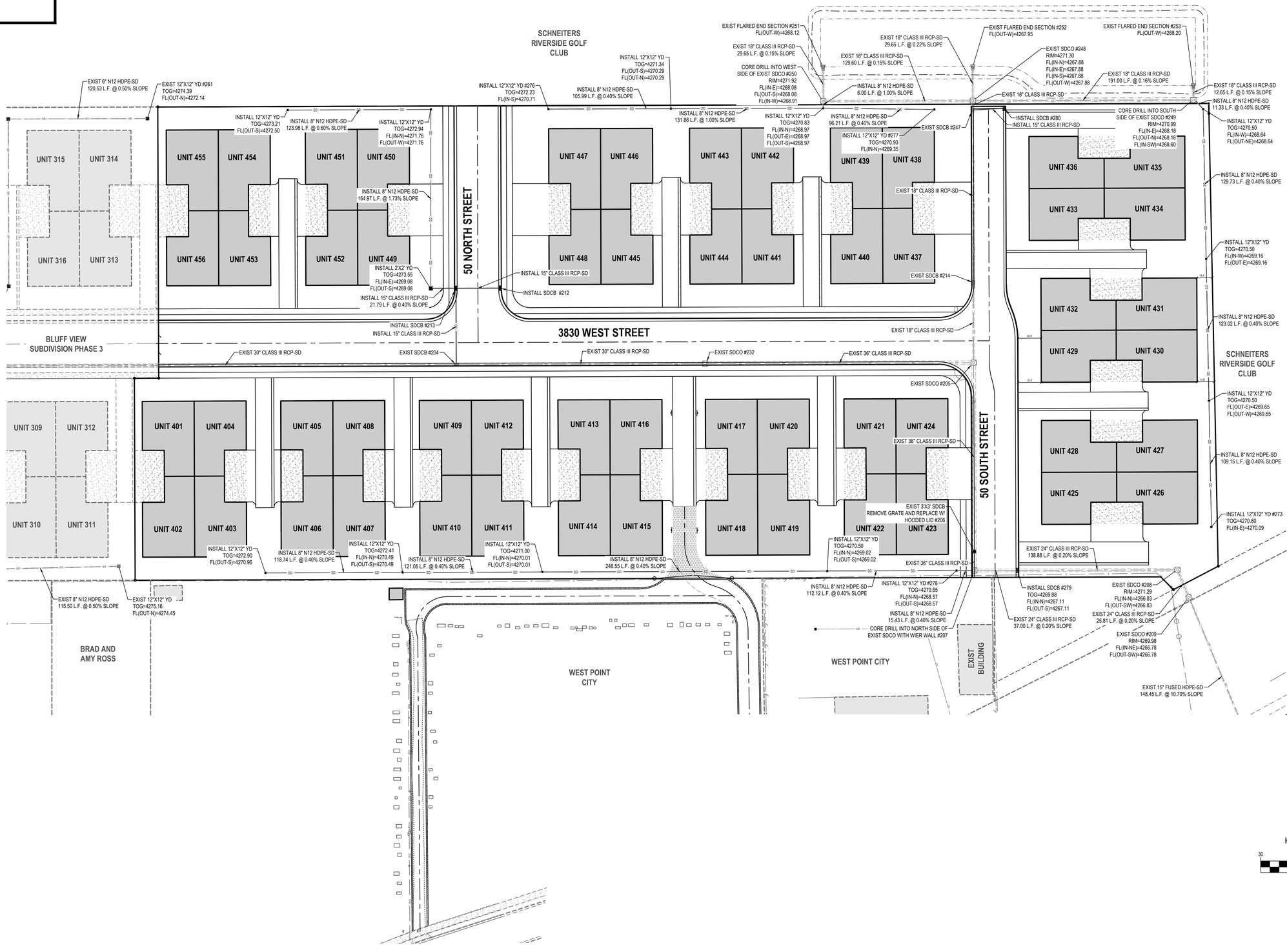

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No. 5149039
6-3-22
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DRAINAGE PLAN

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-201

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

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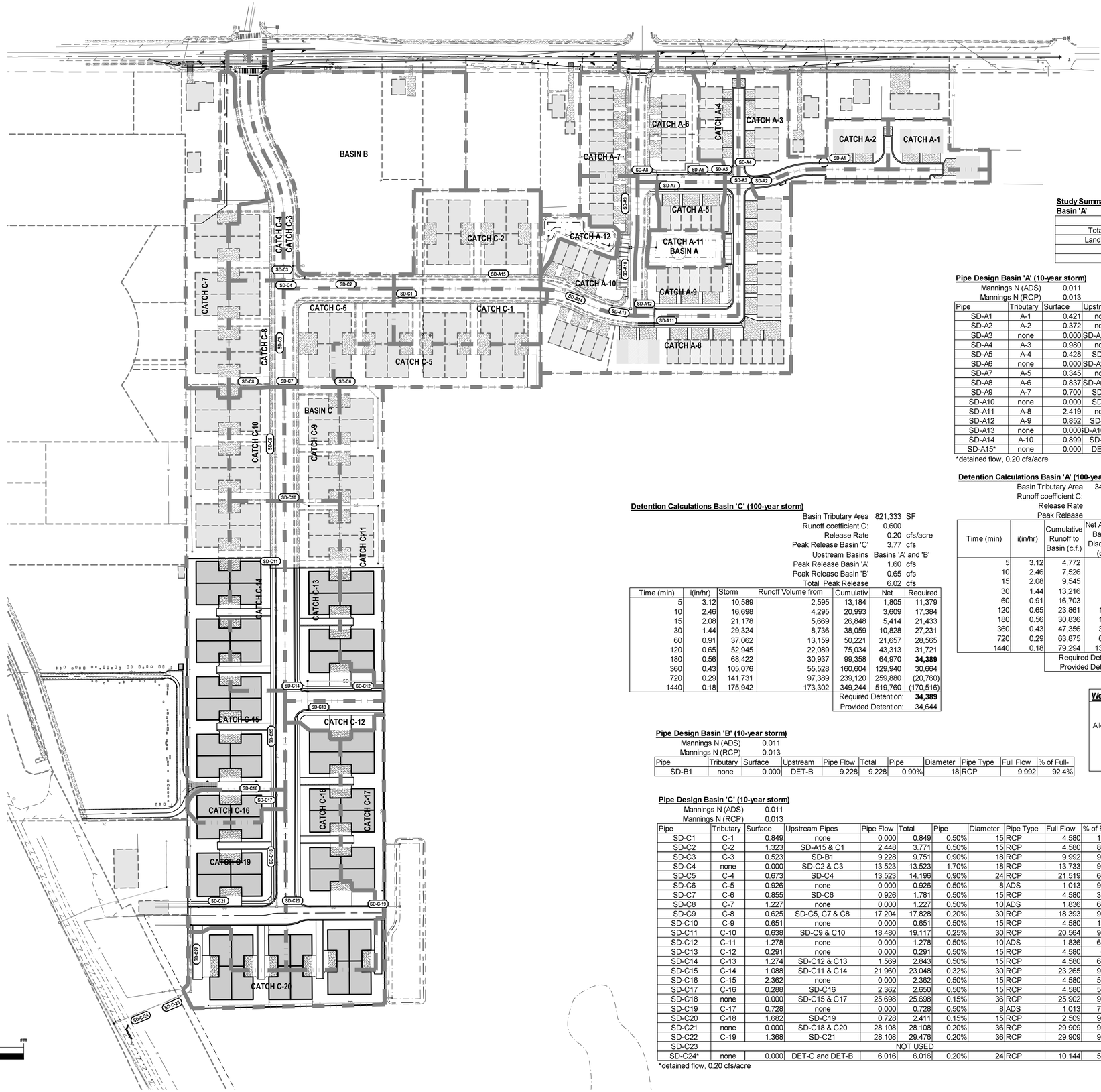

HORIZONTAL GRAPHIC SCALE

Basin 'A' 80th Percentile Retention Volume

i =	0.65	
d =	0.45	in
d =	0.04	ft
R_v =	0.57	
A =	348,275	sf
V_{goal} =	**7,462**	cf
$V_{Provided}$ =	**7,604**	cf
80th %ile HWL =	**4,281.90**	ft

Basin 'A'

Weir Calculations: $Q=C_w(L-0.2H)H^{3/2}$

High Water Elevation:	4,282.65	FT
Weir Elevation:	4,281.90	FT
Allowed Basin Discharge*	1.599	CFS
C_w	3.32	
Weir Height (H):	0.75	FT
Weir Length (L):	0.89	FT
Weir Length (L):	10.69848	IN

Study Summary Statistics
Basin 'A'

	Area	C Value
Total Hardscape	226,472	0.9
Landscaped Area	121,803	0.15
Total Area	348,275	
Weighted Average C		**0.638**

Pipe Design Basin 'A' (10-year storm)

Mannings N (ADS) 0.011
Mannings N (RCP) 0.013

Pipe	Tributary	Surface	Upstream	Pipe Flow	Total	Pipe	Diameter	Pipe Type	Full Flow	% of Full-
SD-A1	A-1	0.421	none	0.000	0.421	0.50%	15	RCP	4.580	9.2%
SD-A2	A-2	0.372	none	0.000	0.372	0.50%	15	RCP	4.580	8.1%
SD-A3	none	0.000	SD-A1 & A2	0.793	0.793	0.50%	15	RCP	4.580	17.3%
SD-A4	A-3	0.980	none	0.000	0.980	1.00%	15	RCP	6.477	15.1%
SD-A5	A-4	0.428	SD-A4	0.980	1.408	1.00%	15	RCP	6.477	21.7%
SD-A6	none	0.000	SD-A3 & A5	2.201	2.201	0.60%	15	RCP	5.017	43.9%
SD-A7	A-5	0.345	none	0.000	0.345	0.50%	15	RCP	4.580	7.5%
SD-A8	A-6	0.837	SD-A6 & A7	2.545	3.382	0.50%	15	RCP	4.580	73.9%
SD-A9	A-7	0.700	SD-A8	3.382	4.082	1.25%	15	RCP	7.242	56.4%
SD-A10	none	0.000	SD-A9	4.082	4.082	0.20%	18	RCP	4.710	86.7%
SD-A11	A-8	2.419	none	0.000	2.419	1.00%	15	RCP	6.477	37.4%
SD-A12	A-9	0.852	SD-A11	2.419	3.272	1.00%	15	RCP	6.477	50.5%
SD-A13	none	0.000	D-A10 & A1	7.354	7.354	0.20%	24	RCP	10.144	72.5%
SD-A14	A-10	0.899	SD-A13	7.354	8.253	0.20%	24	RCP	10.144	81.4%
SD-A15*	none	0.000	DET-A	1.599	1.599	0.50%	15	RCP	4.580	34.9%

*detained flow, 0.20 cfs/acre

Detention Calculations Basin 'A' (100-year storm)

Basin Tributary Area 348,275 SF
Runoff coefficient C: 0.638
Release Rate 0.20 cfs/acre
Peak Release 1.599 cfs

Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	3.12	4,772	480	4,293
10	2.46	7,526	959	6,566
15	2.08	9,545	1,439	8,105
30	1.44	13,216	2,878	10,337
60	0.91	16,703	5,757	10,946
120	0.65	23,861	11,513	12,348
180	0.56	30,836	17,270	**13,567**
360	0.43	47,356	34,540	12,816
720	0.29	63,875	69,079	(5,204)
1440	0.18	79,294	138,159	(58,865)
		Required Detention:		13,567
		Provided Detention:		13,728

Catchment Calculations Basin 'A' (10-year storm)

Time of Concentration: 15 min
Rainfall Intensity I: 1.72 in/hr
Mannings N 0.013

Catchment	Area (SF)	C	Flow (CFS)	Destination
A-1	16,576	0.638	0.421	SD-A1
A-2	14,671	0.638	0.372	SD-A2
A-3	38,589	0.638	0.980	SD-A4
A-4	16,847	0.638	0.428	SD-A5
A-5	13,570	0.638	0.345	SD-A7
A-6	32,968	0.638	0.837	SD-A8
A-7	27,557	0.638	0.700	SD-A9
A-8	95,288	0.638	2.419	SD-A11
A-9	33,570	0.638	0.852	SD-A12
A-10	35,396	0.638	0.899	SD-A14
A-11	12,342	0.150	0.074	DET-A
A-12	10,903	0.150	0.065	DET-A

Detention Calculations Basin 'C' (100-year storm)

Basin Tributary Area 821,333 SF
Runoff coefficient C: 0.600
Release Rate 0.20 cfs/acre
Peak Release Basin 'C' 3.77 cfs
Upstream Basins Basins 'A' and 'B'
Peak Release Basin 'A' 1.60 cfs
Peak Release Basin 'B' 0.65 cfs
Total Peak Release 6.02 cfs

Time (min)	i(in/hr)	Storm	Runoff Volume from	Cumulativ	Net	Required
5	3.12	10,589	2,595	13,184	1,805	11,379
10	2.46	16,698	4,295	20,993	3,609	17,384
15	2.08	21,178	5,669	26,848	5,414	21,433
30	1.44	29,324	8,736	38,059	10,828	27,231
60	0.91	37,062	13,159	50,221	21,657	28,565
120	0.65	52,945	22,089	75,034	43,313	31,721
180	0.56	68,422	30,937	99,358	64,970	**34,389**
360	0.43	105,076	55,528	160,604	129,940	30,664
720	0.29	141,731	97,389	239,120	259,880	(20,760)
1440	0.18	175,942	173,302	349,244	519,760	(170,516)
				Required Detention:		**34,389**
				Provided Detention:		34,644

Pipe Design Basin 'B' (10-year storm)

Mannings N (ADS) 0.011
Mannings N (RCP) 0.013

Pipe	Tributary	Surface	Upstream	Pipe Flow	Total	Pipe	Diameter	Pipe Type	Full Flow	% of Full-
SD-B1	none	0.000	DET-B	9.228	9.228	0.90%	18	RCP	9.992	92.4%

Basin 'C'

Weir Calculations: $Q=C_w(L-0.2H)H^{3/2}$

High Water Elevation:	4,270.50	FT
Weir Elevation:	4,269.75	FT
Allowed Basin Discharge*	6.016	CFS
C_w	3.32	
Weir Height (H):	0.75	FT
Weir Length (L):	2.94	FT
Weir Length (L):	35.27652	IN

Basin 'C' 80th Percentile Retention Volume

i =	0.72	
d =	0.45	in
d =	0.04	ft
R_v =	0.63	
A =	821,333	sf
V_{goal} =	**19,550**	cf
$V_{Provided}$ =	**19,563**	cf
80th %ile HWL =	**4,269.75**	ft

Pipe Design Basin 'C' (10-year storm)

Mannings N (ADS) 0.011
Mannings N (RCP) 0.013

Pipe	Tributary	Surface	Upstream Pipes	Pipe Flow	Total	Pipe	Diameter	Pipe Type	Full Flow	% of Full-
SD-C1	C-1	0.849	none	0.000	0.849	0.50%	15	RCP	4.580	18.5%
SD-C2	C-2	1.323	SD-A15 & C1	2.448	3.771	0.50%	15	RCP	4.580	82.3%
SD-C3	C-3	0.523	SD-B1	9.228	9.751	0.90%	18	RCP	9.992	97.6%
SD-C4	none	0.000	SD-C2 & C3	13.523	13.523	1.70%	18	RCP	13.733	98.5%
SD-C5	C-4	0.673	SD-C4	13.523	14.196	0.90%	24	RCP	21.519	66.0%
SD-C6	C-5	0.926	none	0.000	0.926	0.50%	8	ADS	1.013	91.5%
SD-C7	C-6	0.855	SD-C6	0.926	1.781	0.50%	15	RCP	4.580	38.9%
SD-C8	C-7	1.227	none	0.000	1.227	0.50%	10	ADS	1.836	66.8%
SD-C9	C-8	0.625	SD-C5, C7 & C8	17.204	17.828	0.20%	30	RCP	18.393	96.9%
SD-C10	C-9	0.651	none	0.000	0.651	0.50%	15	RCP	4.580	14.2%
SD-C11	C-10	0.638	SD-C9 & C10	18.480	19.117	0.25%	30	RCP	20.564	93.0%
SD-C12	C-11	1.278	none	0.000	1.278	0.50%	10	ADS	1.836	69.6%
SD-C13	C-12	0.291	none	0.000	0.291	0.50%	15	RCP	4.580	6.4%
SD-C14	C-13	1.274	SD-C12 & C13	1.569	2.843	0.50%	15	RCP	4.580	62.1%
SD-C15	C-14	1.088	SD-C11 & C14	21.960	23.048	0.32%	30	RCP	23.265	99.1%
SD-C16	C-15	2.362	none	0.000	2.362	0.50%	15	RCP	4.580	51.6%
SD-C17	C-16	0.288	SD-C16	2.362	2.650	0.50%	15	RCP	4.580	57.9%
SD-C18	none	0.000	SD-C15 & C17	25.698	25.698	0.15%	36	RCP	25.902	99.2%
SD-C19	C-17	0.728	none	0.000	0.728	0.50%	8	ADS	1.013	71.9%
SD-C20	C-18	1.682	SD-C19	0.728	2.411	0.15%	15	RCP	2.509	96.1%
SD-C21	none	0.000	SD-C18 & C20	28.108	28.108	0.20%	36	RCP	29.909	94.0%
SD-C22	C-19	1.368	SD-C21	28.108	29.476	0.20%	36	RCP	29.909	98.6%
SD-C23	NOT USED									
SD-C24*	none	0.000	DET-C and DET-B	6.016	6.016	0.20%	24	RCP	10.144	59.3%

*detained flow, 0.20 cfs/acre

Catchment Calculations Basin 'C' (10-year storm)

Time of Concentration: 15 min
Rainfall Intensity I: 1.72 in/hr
Mannings N 0.013

Catchment	Area (SF)	C	Flow (CFS)	Destination
C-1	35,543	0.600	0.849	SD-C1
C-2	55,384	0.600	1.323	SD-C2
C-3	21,899	0.600	0.523	SD-C3
C-4	28,185	0.600	0.673	SD-C5
C-5	38,773	0.600	0.926	SD-C6
C-6	35,789	0.600	0.855	SD-C7
C-7	51,346	0.600	1.227	SD-C8
C-8	26,156	0.600	0.625	SD-C9
C-9	27,255	0.600	0.651	SD-C10
C-10	26,703	0.600	0.638	SD-C11
C-11	53,487	0.600	1.278	SD-C12
C-12	12,196	0.600	0.291	SD-C13
C-13	53,322	0.600	1.274	SD-C14
C-14	45,528	0.600	1.088	SD-C15
C-15	98,889	0.600	2.362	SD-C16
C-16	12,038	0.600	0.288	SD-C17
C-17	30,477	0.600	0.728	SD-C19
C-18	70,429	0.600	1.682	SD-C20
C-19	57,245	0.600	1.368	SD-C22
C-20	40,691	0.600	0.972	OFFSITE

TOTAL FLOW 15.599

ENSIGN
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CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
REGISTERED
No. 5149039
6-3-22
CAMERON HESS PRESTON
STATE OF UTAH

NO.	DATE	REVISION	BY
1		FOR REVIEW	
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STORM DRAIN CALCULATIONS

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-202

811 Know what's below. Call before you dig.

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BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL TYPICAL WATER CONNECTION PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
2. INSTALL 4" SANITARY SEWER SERVICE LATERAL @ 2.00% MINIMUM SLOPE PER WEST POINT CITY STANDARDS AND SPECIFICATIONS.
3. INSTALL 1" METERED SERVICE PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS. DAVIS AND WEBER COUNTIES CANAL COMPANY WILL REQUIRE AN INSPECTION OR WITNESS OF INSTALLATION
4. INSTALL FIRE HYDRANT AND VALVE PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
5. EXIST 8" C900 DR18 CULINARY WATERLINE
6. EXIST 8" C900 DR14 "PURPLE" SECONDARY WATERLINE
7. INSTALL 8" C900 DR18 CULINARY WATERLINE
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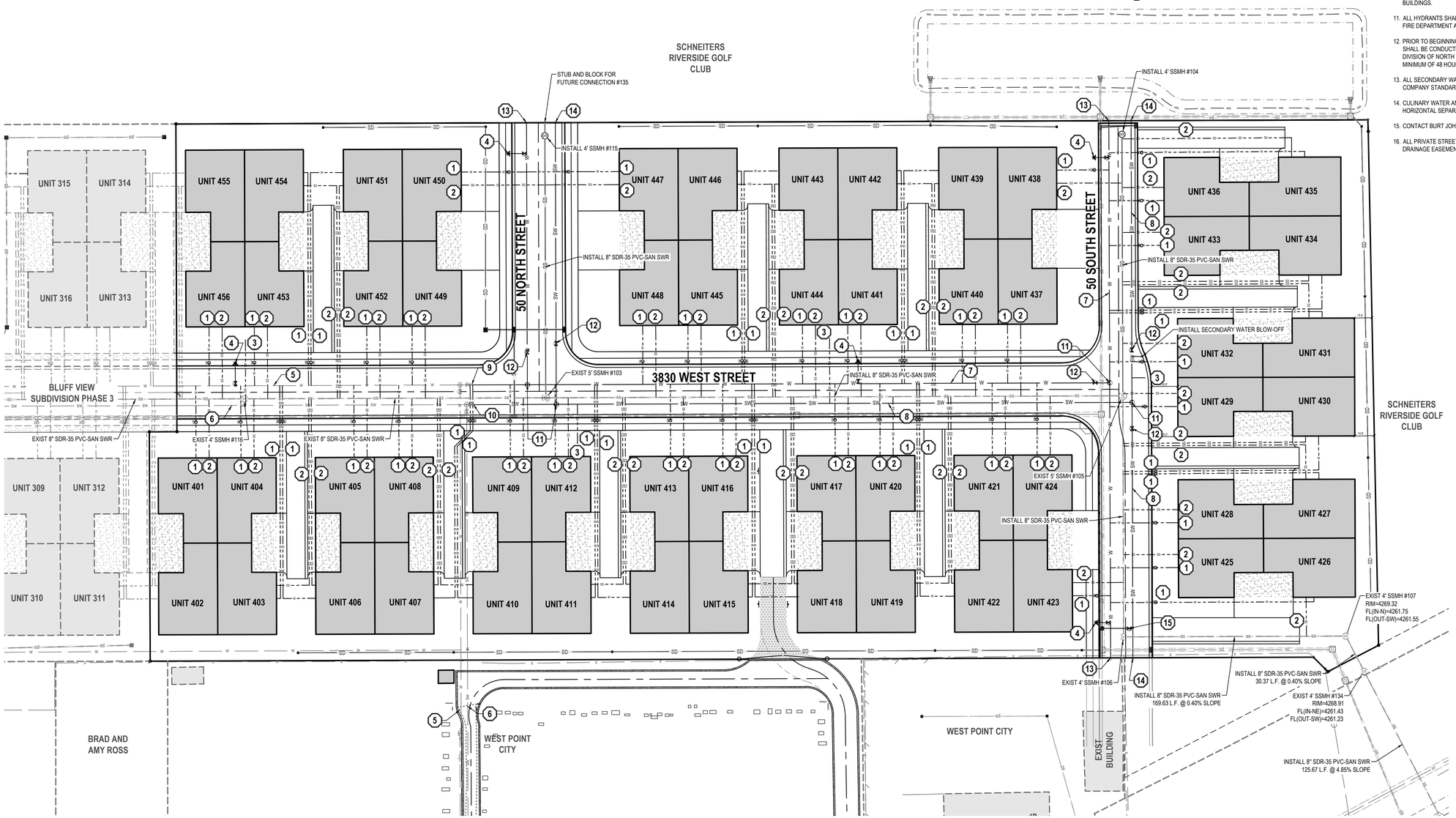
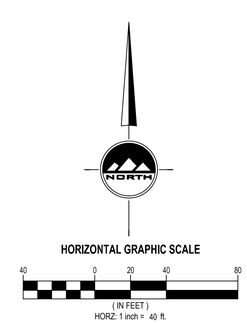
10. FIELD LOCATE AND CONNECT TO EXIST SECONDARY WATERLINE
11. INSTALL 8" TEE AND THRUST BLOCK
12. INSTALL 8" GATE VALVE
13. CAP AND BLOCK CULINARY WATERLINE FOR FUTURE CONNECTION PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
14. CAP AND BLOCK SECONDARY WATERLINE FOR FUTURE CONNECTION WITH 2" PERMANENT COMBINATION AIRVAC PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.
15. INSTALL 4" DRAIN VALVE TO STORM DRAIN

GENERAL NOTES

1. ALL WORK TO COMPLY WITH WEST POINT CITY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5. SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
7. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
8. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
10. FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF ANY BUILDINGS.
11. ALL HYDRANTS SHALL BE PLACED WITH THE 4-1/2" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
12. PRIOR TO BEGINNING CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF NORTH DAVIS FIRE DISTRICT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE TEST.
13. ALL SECONDARY WATER IMPROVEMENTS TO BE INSTALLED PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.
14. CULINARY WATER AND SANITARY SEWER LATERALS SHALL BE INSTALLED WITH A MINIMUM OF 10' HORIZONTAL SEPARATION.
15. CONTACT BURT JOHNSON PRIOR TO SALVAGING THE HEAD GATES. (801)430-4316.
16. ALL PRIVATE STREETS AND COMMON OPEN SPACE (PARCELS A-D) AREAS ARE PUBLIC UTILITY AND DRAINAGE EASEMENTS.





ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
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Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
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CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

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FOR:
Nilson Land Development LLC
1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
CAMERON HESS PRESTON
STATE OF UTAH

NO.	DATE	REVISION	BY
1		FOR REVIEW	
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UTILITY PLAN

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-300

811 Know what's below. Call before you dig.

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BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

GENERAL NOTES

1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
6. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
7. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.
8. COORDINATE THE SWPPP WITH WEST POINT CITY AND THE WEST POINT CITY STORM WATER MANAGER.

REVISION SCHEDULE

NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
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12			

NORTH

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ: 1 inch = 40 ft.

ENSIGN
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FOR:
Nilson Land Development LLC
1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
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EROSION CONTROL PLAN

PROJECT NUMBER: 7941B
PRINT DATE: 6/3/22
DRAWN BY: J.MOSS
CHECKED BY: C. PRESTON
PROJECT MANAGER: C. PRESTON

C-400

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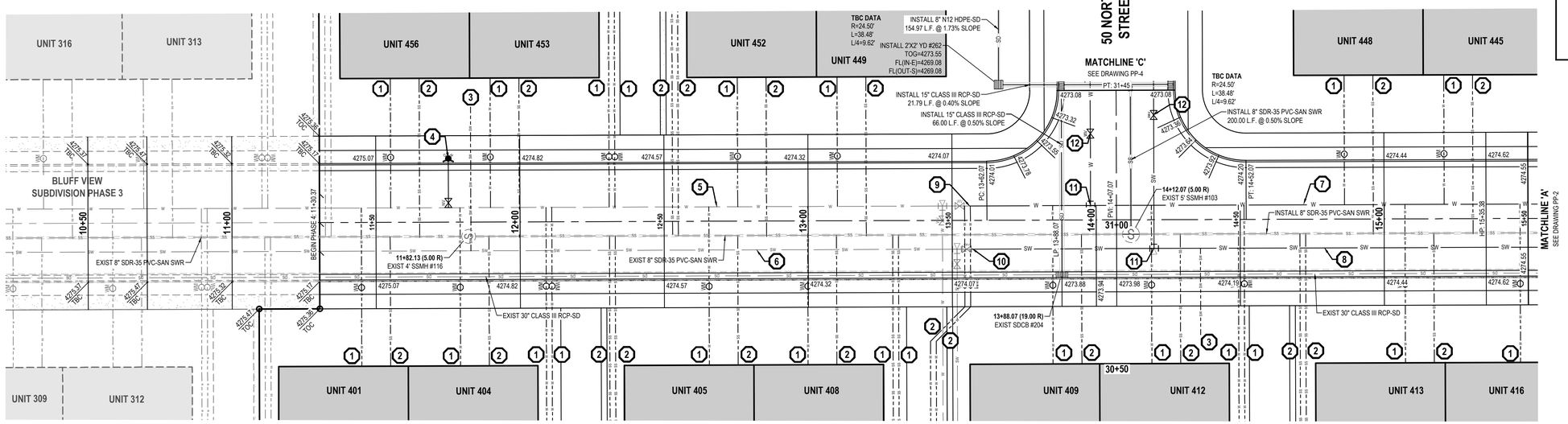
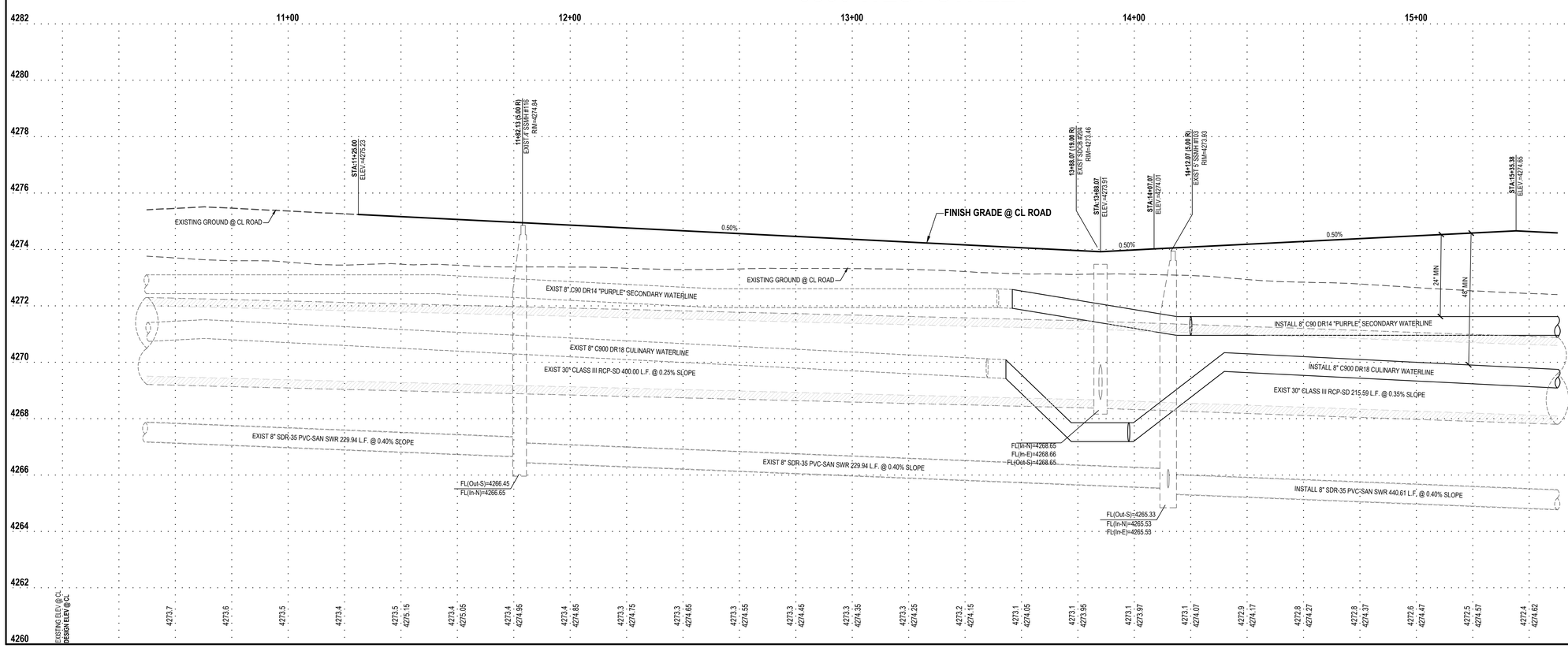
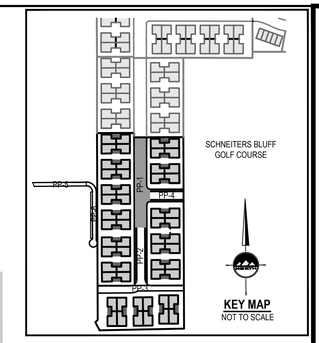


3830 WEST STREET





HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.
VERT: 1 inch = 2 ft.

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BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
CAMERON HESS PRESTON
STATE OF UTAH

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3830 WEST STREET PLAN AND PROFILE

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

PP-1

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TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

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9. FIELD LOCATE AND CONNECT TO EXIST CULINARY WATERLINE
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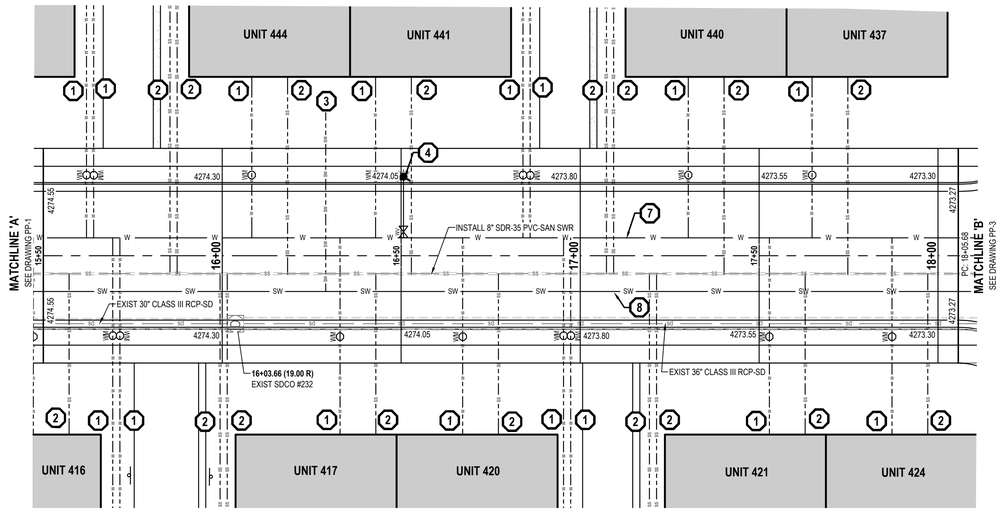
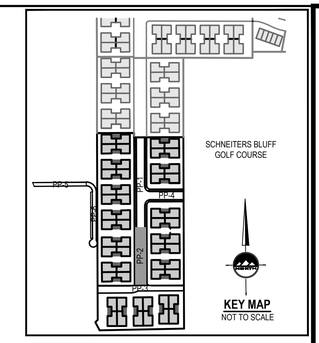
14. CAP AND BLOCK SECONDARY WATERLINE FOR FUTURE CONNECTION WITH 2" PERMANENT COMBINATION AIRVAC PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS
15. INSTALL 4" DRAIN VALVE TO STORM DRAIN



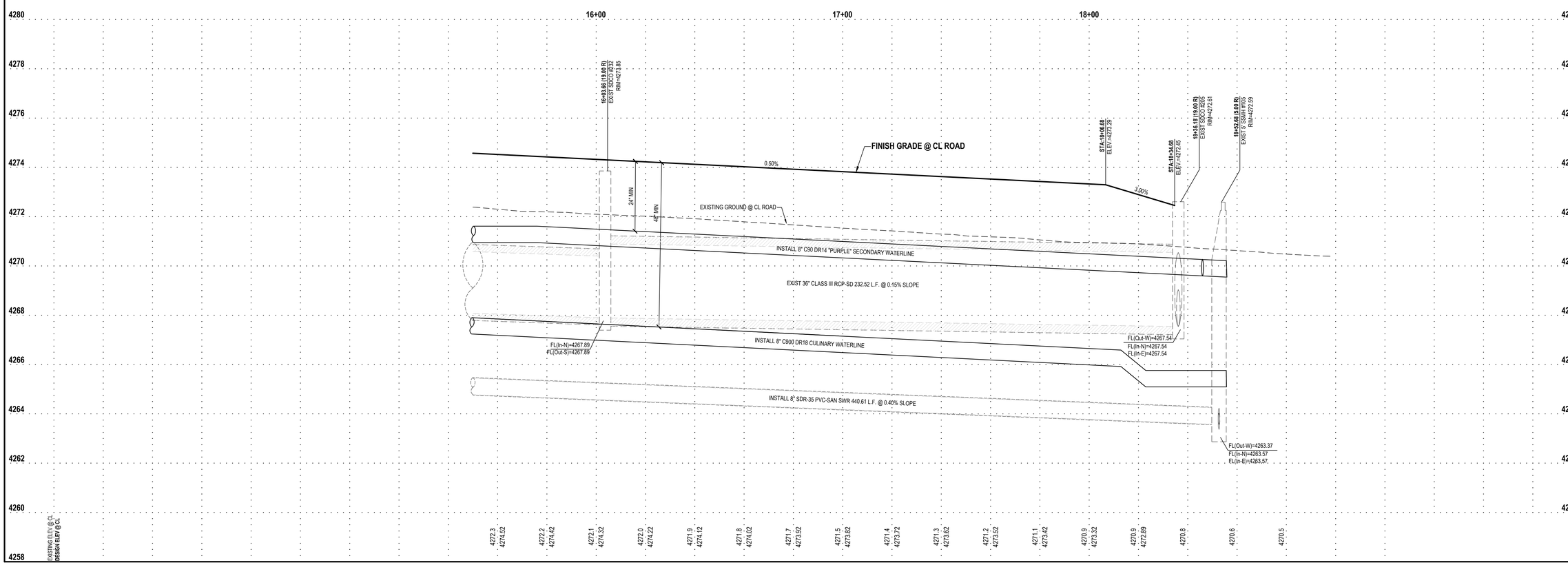


HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.
VERT: 1 inch = 2 ft.

3830 WEST STREET



ENSIGN
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TOOELE
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CEDAR CITY
Phone: 435.865.1453

RICHFIELD
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WWW.ENSIGNENG.COM

FOR:
Nilson Land Development LLC
1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

3830 WEST STREET
PLAN AND PROFILE

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

PP-2

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL TYPICAL WATER CONNECTION PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
2. INSTALL 4" SANITARY SEWER SERVICE LATERAL @ 2.00% MINIMUM SLOPE PER WEST POINT CITY STANDARDS AND SPECIFICATIONS.
3. INSTALL 1" METERED SERVICE PER DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS. DAVIS AND WEBER COUNTIES CANAL COMPANY WILL REQUIRE AN INSPECTION OR WITNESS OF INSTALLATION
4. INSTALL FIRE HYDRANT AND VALVE PER WEST POINT CITY STANDARDS AND SPECIFICATIONS
5. EXIST 8" C900 DR18 CULINARY WATERLINE
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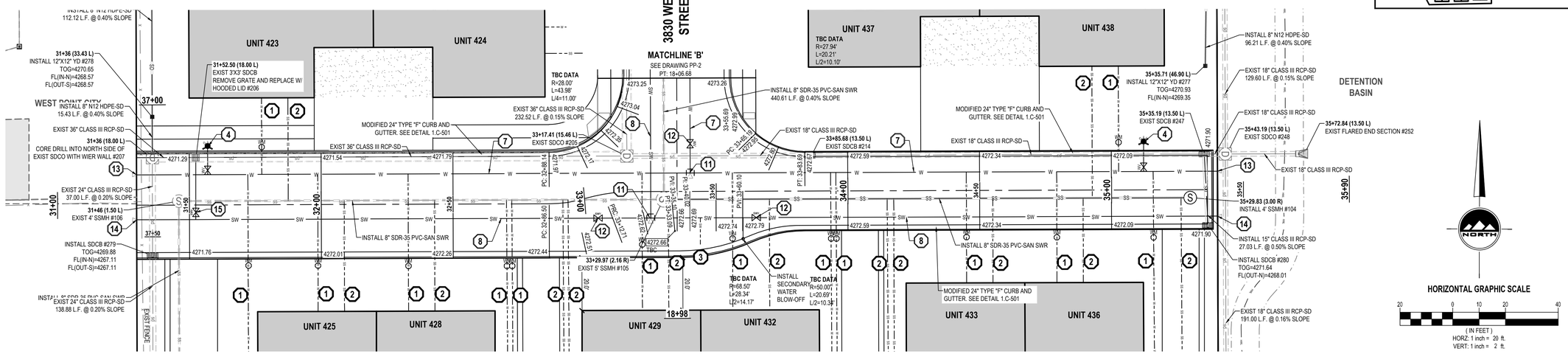

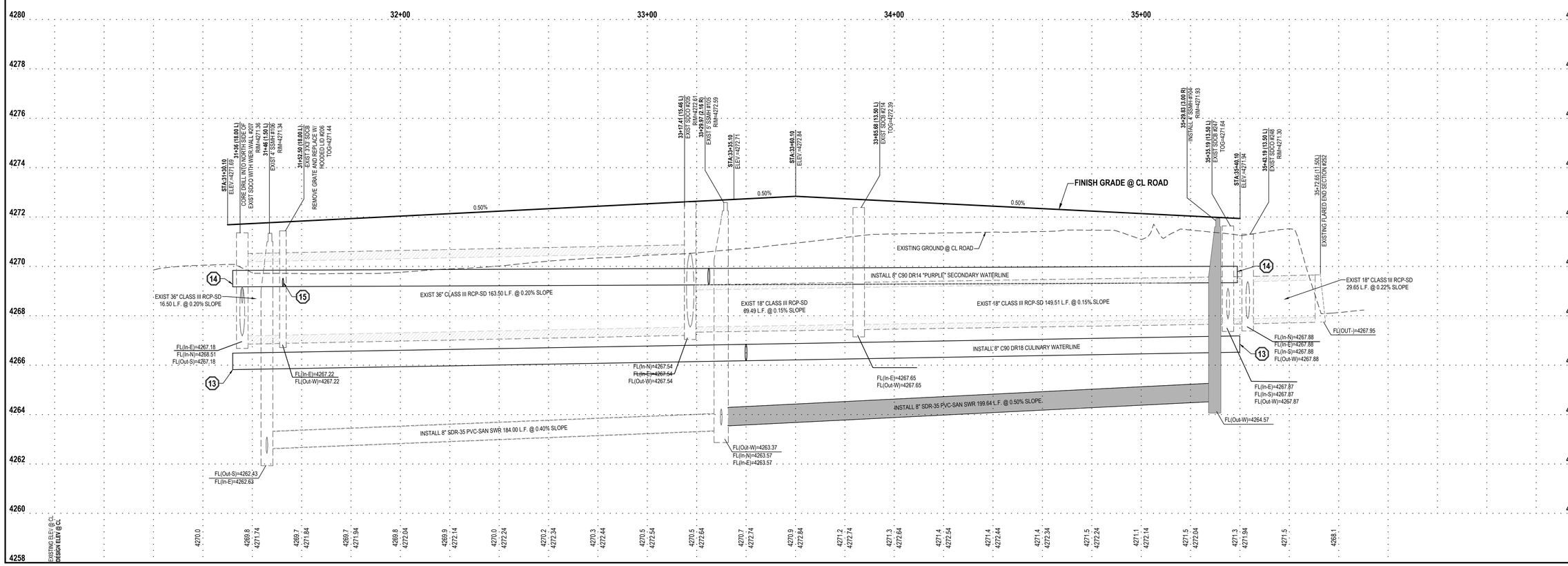

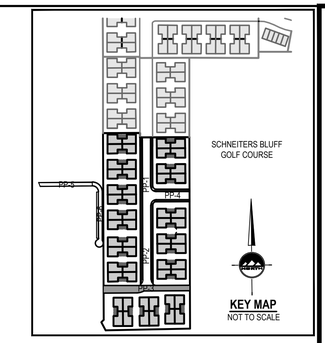

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FOR:
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CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
CAMERON HESS PRESTON
STATE OF UTAH

NO.	DATE	REVISION	BY
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50 SOUTH STREET PLAN AND PROFILE

PROJECT NUMBER 7941B	PRINT DATE 6/3/22
DRAWN BY J.MOSS	CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON	

PP-3

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ELEV = 4297.17'

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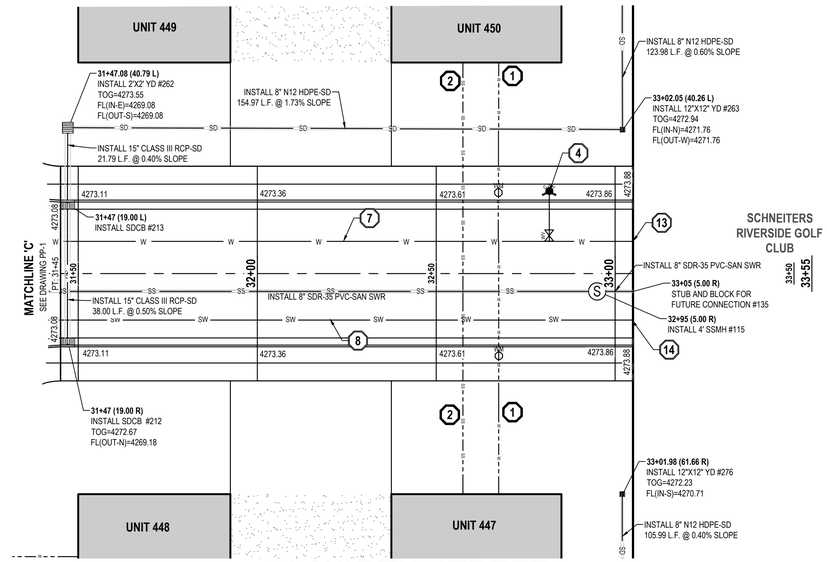
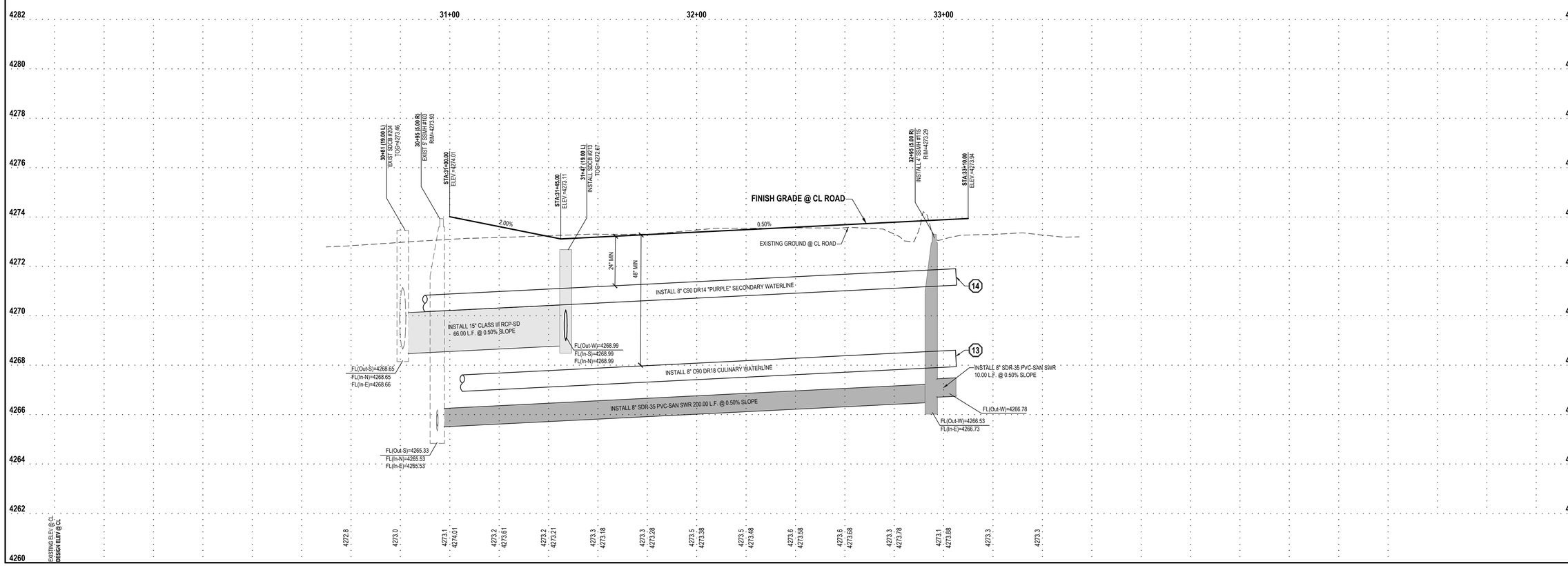
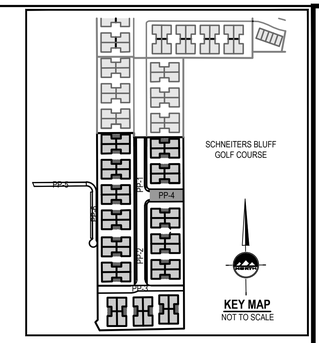
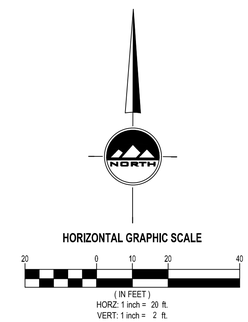


50 NORTH STREET







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BLUFF VIEW SUBDIVISION PHASE 4

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WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
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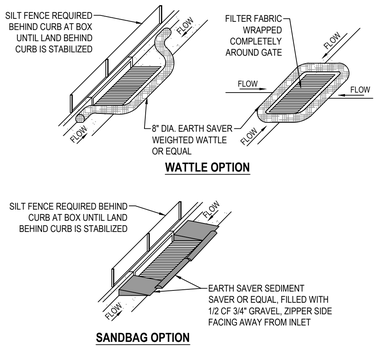
50 NORTH STREET PLAN AND PROFILE

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

PP-4



NOTES:

1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.
4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

1 SAG INLET PROTECTION

SCALE: NONE

NOTES:

1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURRB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
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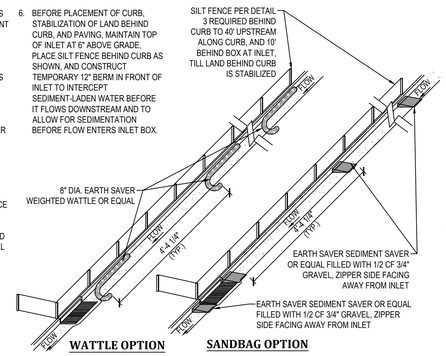
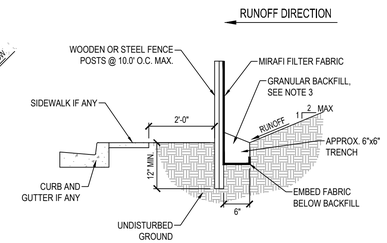
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE. PLACE SILT FENCE BEHIND CURB AS SHOWN, AND CONSTRUCT TEMPORARY 12" BERM IN FRONT OF INLET TO INTERCEPT SEDIMENT-LADEN WATER BEFORE IT FLOWS DOWNSTREAM AND TO ALLOW FOR SEDIMENTATION BEFORE FLOW ENTERS INLET BOX.



2 IN-LINE INLET PROTECTION

SCALE: NONE

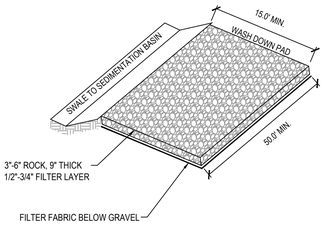


NOTES:

1. EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
2. POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
3. LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
4. SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
5. REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT
6. 10' MAX. SPACING BETWEEN STAKES.
7. SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.

3 TEMPORARY SILT FENCE

SCALE: NONE

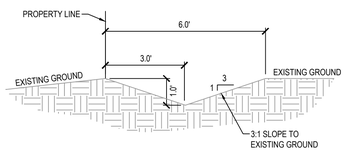


NOTE:

1. PLACE SIGN ADJACENT TO ENTRANCE " CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"

4 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE

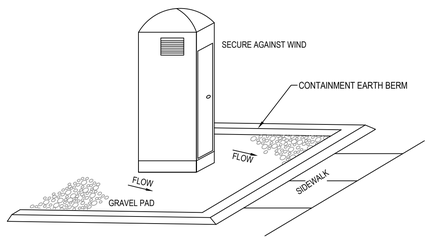


NOTES:

1. PROTECT CHANNEL FROM EROSION AS NECESSARY WITH RIP RAP, EROSION CONTROL MATS AND /OR ROCK CHECK DAMS.
2. SEDIMENT TRAPS REQUIRED AT 200' SPACING OR AS SHOWN ON PLANS, WHICHEVER IS MORE STRINGENT.
3. FOR SWALES STEEPER THAN 5%, STABILIZE SWALES WITH RIP RAP LINING IN SWALE AND ROCK CHECK DAMS SPACED AT EVERY THREE FEET OF DROP IN FLOWLINE.

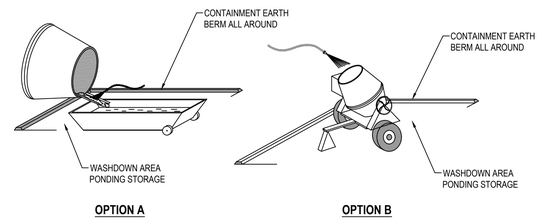
5 DRAINAGE SWALE

SCALE: NONE



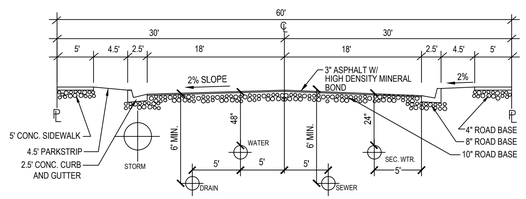
6 PORTABLE TOILET

SCALE: NONE



7 CONCRETE WASTE MANAGEMENT

SCALE: NONE

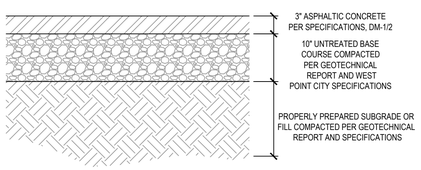


8 TYPICAL 60' STREET CROSS SECTION

SCALE: NONE

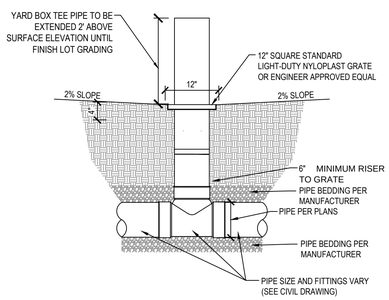
ASPHALT NOTES

1. ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
2. ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
3. REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



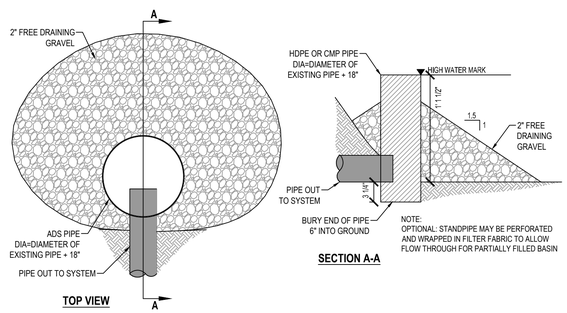
9 STANDARD ASPHALT SECTION

SCALE: NONE



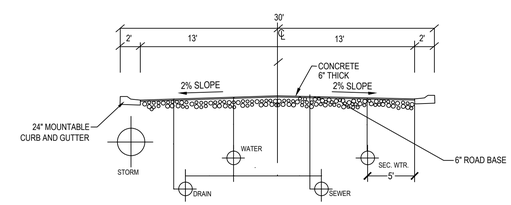
10 12" X 12" YARD DRAIN

SCALE: NONE



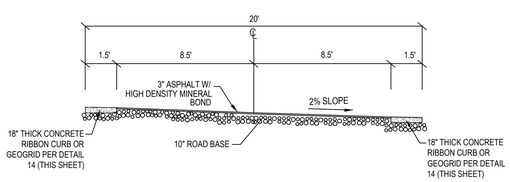
11 TEMPORARY BASIN OUTLET PROTECTION

SCALE: NONE



12 CROSS SECTION FOR 50 SOUTH STREET (PRIVATE STREET)

SCALE: NONE

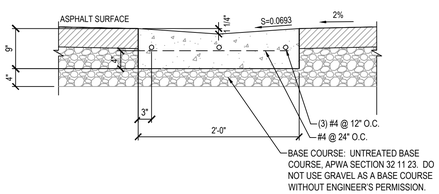


13 CROSS SECTION FOR EMERGENCY ACCESS ROAD

SCALE: NONE

14 GEOGRID (OR EQUAL) GRASS PAVERS

SCALE: NONE

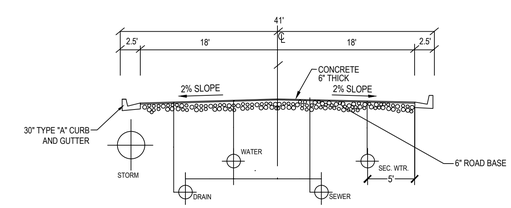


NOTE:

1. CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH APWA STANDARD PLAN NO. 211.

15 2' WATERWAY

SCALE: NONE



16 CROSS SECTION FOR 50 SOUTH STREET (PUBLIC STREET)

SCALE: NONE

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DETAILS

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
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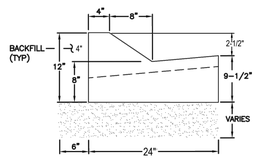
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-500

BACKFILL BEHIND CURB BEFORE PAVING AGAINST LIP OF GUTTER



MODIFIED TYPE F

Curb and gutter

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Additional requirements are specified in APWA Section 32 16 13.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
   D. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

1 MODIFIED TYPE 'F' CURB AND GUTTER APWA PLAN #205

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
Nilson Land Development LLC
1493 E Ridgeline Dr Ste 52
OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
PHONE: 801-634-2129

BLUFF VIEW SUBDIVISION
PHASE 4
3830 WEST 300 NORTH
WEST POINT, UTAH

PROFESSIONAL ENGINEER
No. 5049039
6-3-22
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

DETAILS

PROJECT NUMBER 7941B
PRINT DATE 6/3/22
DRAWN BY J.MOSS
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

C-501

RESOLUTION NO. 06-07-2022E

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND BLUFF VIEW COMMUNITY, LLC REGARDING PHASE 4 OF THE BLUFF VIEW SUBDIVISION

WHEREAS, Bluff View Community, LLC is the owner of real property located at approximately 100 N and 3800 West and contained by the following Davis County Tax Identification Number 120370115; and

WHEREAS, West Point City desires to enter into a development agreement with Bluff View Community, LLC; and

WHEREAS, West Point City and Bluff View Community, LLC have jointly prepared the written agreement, attached hereto; and

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

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

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

PASSED AND ADOPTED this 7th day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT

Subject: Landscaping – Seasons at Simpson Springs
Author: Boyd Davis
Department: Engineering
Meeting Date: May 17, 2022

Background

The Seasons at Simpson Springs Subdivision was approved in 2019 and as part of the development agreement they were required to build a private park with a playground and grass area. The playground has been installed and the sod is now installed, despite our request that the developer wait due to the drought. Some of the area was changed to rock landscaping. The developer is now requesting a change to the developer's agreement to accept the changes that have been made.

Analysis

Attached is a picture of the completed landscaping and a copy of the modified landscaped plan.
To formalize this change, the developer's agreement must be amended. Attached is an amendment to the agreement for your review. As the sod has now been installed, the proposed changes are really quite minimal. It essentially changes a small portion of the area from sod to rock landscaping.

In addition to these proposed changes, staff would also like to discuss the "natural" landscaping area. There have been varying opinions about the condition of the natural area. The original approved plan does show this area to be left as is and only disturbed areas would be re-seeded. The developer believes they have met the requirement and there is no more to be done. We are unsure what more we can require. Staff would like some input from the Council on this item.

Recommendation

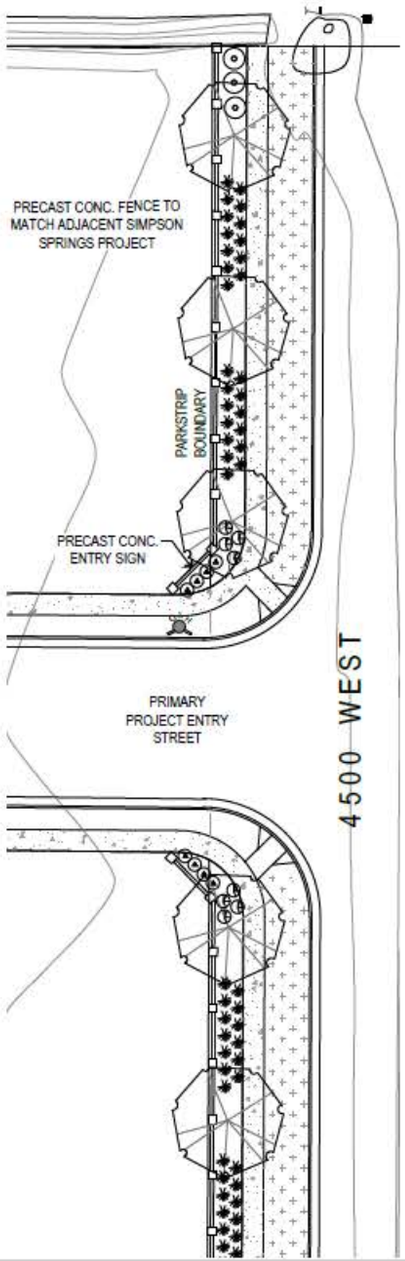
If the Council is ok with the landscaping changes, then Staff recommends that the agreement be amended by approving resolution 06-07-2022F.

Significant Impacts

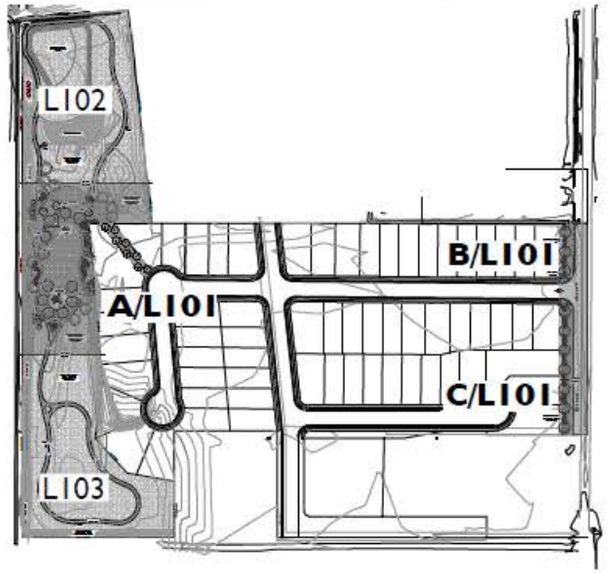
None

Attachments

Landscape Plan & Picture
Amendment
Resolution 06-07-2022F

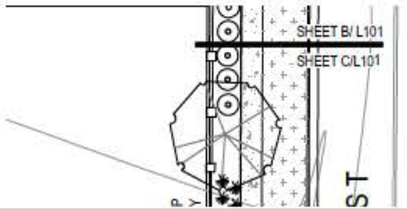


PROJECT SHEET LAYOUT



LANDSCAPE SCHEDULE

SYM	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	TREES			
	21	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2" CA
	15	BETULA NIGRA	RIVER BIRCH	2" CA
	3	MALUS 'BECHTEL'	BECHTEL CRABAPPLE	2" CA
	8	PYRUS CALLERYANA 'REDSPIRE'	REDSPIRE PEAR	20 Ga
	SHRUBS / ORNAMENTAL GRASSES			
	119	CALAMAGROSTIS x ACUTIFOLIA 'KARL FOERSTER'	KARL FOERSTER FEATHER GRASS	1 Gal
	33	CORNUS SERICEA 'BAILEYI'	RED OSIER DOGWOOD	2 GAL
	8	PEROVSKIA ATRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	2 GAL
	23	PRUNUS VIRGINIANA MELANOCARPA	CHOKECHERRY	2 GAL
	15	RHUS AROMATICA 'GRO LOW'	GROW LOW SUMAC	2 GAL
	3	ROSA WOODSII	WOODS ROSE	2 GAL
	8	SPIRAEA BUMALDS 'GOLDFLAME'	GOLDFLAME SPIREA	
	6	SYRINGA VULGARIS	COMMON LILAC	5 GAL
	TURF			
	25,133 S.F.	CHANSHARE IMPERIAL BLUE		SOD
	NATIVE VEGETATION			
		EXISTING NATURAL AREAS TO REMAIN. REVEGETATE DISTURBED AREAS WITH GRASS SEED		



RESOLUTION NO. 06-07-2022F

A RESOLUTION APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE SUNSET VISTAS SUBDIVSION (AKA SEASONS AT SIMPSON SPRINGS)

WHEREAS, West Point City approved a development agreement for the Sunset Vistas Subdivision (AKA Seasons at Simpson Springs); and

WHEREAS, the developer is requesting an amendment to said agreement; and

WHEREAS, West Point City has reviewed the modified landscaping plans and the amendment to the development agreement.

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

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

PASSED AND ADOPTED this 7th day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**First Amendment**") is entered into as of _____, 2022, by and between the City of West Point, UT (the "**City**"), and Richmond American Homes of Utah, Inc., a Colorado corporation ("**Developer**").

RECITALS:

A. The City and Kelly Hughes Construction, LLC ("**Prior Developer**") entered into that certain Development Agreement dated as of August 5th, 2019, pertaining to certain property located in West Point, Davis County, Utah, and more particularly described in Recital B below. The Original Development Agreement was amended by that Assignment of Development Agreement dated as of August 28, 2019, wherein, among other things, Prior Developer assigned and transferred its interest as the "Developer" under the Original Development Agreement to Developer, Developer accepted such assignment and assumed the obligations and liabilities of Prior Developer thereunder and the City consented to such assignment and transfer. The Original Development Agreement is herein referred to as the "**Development Agreement**."

B. The Property subject to and described in the Development Agreement, consisting of approximately 20.84 acres currently owned by Developer and others, has been subdivided and is now depicted as Lots 1 to 62 on the Final Plat of The Seasons at Simpson Springs PUD Subdivision recorded in the Office of the Davis County Recorder as Document No. 3307569 in Book 7623 Page 2208 ("**Plat**"), a copy of which is attached hereto as Exhibit A and made a part hereof.

C. The Development Agreement contains certain exhibits, with Exhibit F pertaining to landscaping required within the subdivision. Exhibit F also stipulates the installation of a community Park ("**Park**") in Parcel A of the Plat , a copy of which is attached hereto as Exhibit B and made a part hereof.

D. In an effort to fulfill its obligations under the Development Agreement, Developer has entered into an agreement with Aspen Peaks Landscaping ("**Landscaper**"). Said Landscaper has been contracted to fulfill requirements as specified in Exhibit F of the Development Agreement related to the construction of the Park.

E. Since the inception of the Development Agreement, the State of Utah has continued to experience significant drought conditions, with the first four months of 2022 being the fourth driest months on record in 128 years of recording keeping.

F. The City and Developer desire to amend the Development Agreement to (i) delete the use of ornamental sod as depicted and highlighted in Exhibit B, (ii) replace such areas with decorative cobble, boulders, and shrubs. The substitution desired is estimated to reduce water consumption in the Park by 255,000 gallons annually, with little to no effect on the balance of the Park.

NOW, THEREFORE, in consideration of the mutual promises, covenants, stipulations and agreement herein contained in this First Amendment, the parties hereby agree as follows:

1. Recitals; Defined Terms. The above recitals are incorporated herein and made a part of this Agreement. All terms used herein with initial capital letters which are not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

2. Landscape Design. Notwithstanding anything to the contrary contained in the Development Agreement: (i) from and after the First Amendment Effective Date, the Landscape design shall be amended to substitute ornamental grasses for decorative cobble, boulders, and shrubs in the highlighted areas in Exhibit B.

3. Notices. The addresses for notices to Developer from and after the date of mutual execution and delivery of this First Amendment are:

To Developer:
Richmond American Homes of Utah, Inc.
849 W Levoy Drive
Suite 220
Taylorsville, UT 84123
Attn: Thomas Calton
Ph: (801) 743-7456

To the City:
West Point City
3200 West 300 North
West Point, UT 84015
Attn: Kyle Laws
Ph: (801) 776-0970

With a Copy To:
Felshaw King, City Attorney
330 North Main Street
Kaysville City, UT 84037
Ph: (801) 543-2288

6. Continuing Effect. In all other respects, the Development Agreement is in full force and effect and is ratified as amended hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the paties hereto have executed this First Amendment to the Development Agreement as of the date first set forth above.

DEVELOPER:
Richmond American Homes of Utah, Inc.

By: _____
Name: _____
Title: _____

CITY:

West Point City

By: _____
Name: _____
Title: _____

Attest and Countersign

_____

Approved as to form and legality:

_____

CITY ACKNOWLEDGMENT

State of Utah)
§
County of _____)

On the _____ day of _____, 2022 personally appeared before me _____ who being by me duly sworn, did say that he is the _____ of West Point City, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its City Council, and said Mayor acknowledged to me that the City executed the same.

Witness my hand and official seal.

_____
Notary Public (seal)

DEVELOPER ACKNOWLEDGMENT

State of Utah)
§
County of _____)

On the _____ day of _____, 2022 personally appeared before me _____ who being by me duly sworn, did say that he is the _____ of Richmond American Homes of Utah, Inc., a Colorado Corporation, and that said instrument was signed in behalf of the Corporation, by authority of a resolution of its board of directors.

Witness my hand and official seal.

_____
Notary Public (seal)

EXHIBIT A

Final Plat of The Seasons at Simpson Springs PUD Subdivision

(see attached)

5

THE SEASONS AT SIMPSON SPRINGS PUD SUBDIVISION

WEST POINT CITY, DAVIS COUNTY UTAH
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERDIAN

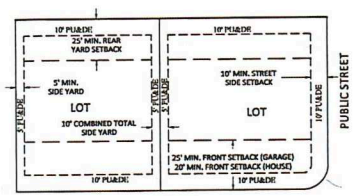
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	62°10'55"	16.28	N31°20'14"E	15.49
C2	15.00	28°04'55"	7.35	N76°28'09"E	7.28
C3	15.00	83°09'23"	21.77	S47°54'42"E	19.91
C4	15.00	96°50'37"	25.35	N42°05'18"E	22.44
C5	15.00	22°56'47"	6.01	S78°01'00"E	5.97
C6	15.00	27°02'54"	7.08	S53°01'09"E	7.02
C7	55.00	57°32'51"	55.24	S68°16'07"E	52.95
C8	55.00	32°03'23"	30.77	N66°55'46"E	30.37
C9	55.00	21°18'07"	20.45	N40°15'01"E	20.33
C10	55.00	28°42'34"	27.56	N15°14'40"E	27.27
C11	55.00	40°21'54"	38.75	N19°17'34"W	37.95
C12	15.00	34°27'59"	9.02	N22°14'31"W	8.89
C13	15.00	65°55'21"	17.26	N27°57'09"E	16.32
C14	55.00	37°54'11"	36.38	S41°57'44"W	35.72
C15	55.00	46°07'52"	44.28	N00°03'17"W	43.10
C16	55.00	45°01'05"	43.21	N45°37'46"W	42.11
C17	55.00	51°53'30"	49.81	S85°54'52"W	48.13
C18	55.00	61°45'19"	59.29	N29°06'32"E	56.43
C19	55.00	31°42'49"	30.43	N17°36'18"W	30.04
C20	15.00	28°26'49"	7.45	N19°13'55"W	7.37
C21	15.00	95°31'08"	25.01	N42°45'03"E	22.21
C22	15.00	83°09'23"	21.77	S47°54'42"E	19.91
C24	55.00	127°45'36"	122.64	S50°44'24"W	98.77
C25	55.00	66°54'03"	64.22	S46°35'25"E	60.63
C26	55.00	37°43'41"	36.22	N81°05'43"E	35.57
C27	55.00	41°18'23"	39.65	N41°34'41"E	38.80
C28	15.00	69°04'31"	18.08	N55°27'45"E	17.01
C29	15.00	83°40'00"	21.90	S48°10'00"E	20.01
C30	15.00	96°50'37"	25.35	S42°05'18"W	22.44
C31	15.00	27°33'15"	7.21	N75°42'45"W	7.14
C32	15.00	62°10'55"	16.28	N30°50'40"W	15.49

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°56'00"E	49.00
L2	N89°56'00"E	53.00
L3	N89°56'00"E	23.79
L4	N89°56'00"E	7.00
L5	N77°54'37"E	39.96
L6	N77°54'37"E	23.64
L7	N77°57'04"E	22.46
L8	N77°54'37"E	6.15
L9	S89°31'58"E	40.00
L10	S89°33'35"E	35.03
L11	S89°31'58"E	46.00
L12	S89°31'58"E	54.97
L13	S89°31'58"E	46.00
L14	S89°31'58"E	46.00
L15	S89°31'58"E	46.00
L16	S89°31'58"E	46.00
L17	S89°31'58"E	46.00
L18	S89°31'58"E	46.00
L19	S89°31'58"E	46.00
L20	S89°31'58"E	46.00

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S89°31'58"E	69.74
L22	S89°31'58"E	65.73
L24	S42°43'56"W	31.76
L25	N00°14'47"E	71.04
L26	N00°14'47"E	64.97
L27	N00°14'47"E	60.23

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN DRAINAGE ZONES B AND C AND BASEMENTS ARE PROHIBITED WITHOUT A LAND DRAIN SYSTEM.
2. DAVIS COUNTY PUBLIC WORKS SHALL HAVE ACCESS THROUGH PARCEL "A" ON AND OVER THE TRAILS AND IMPROVEMENTS FOR THE PURPOSE OF MAINTAINING THE STORM DRAIN OUTFALL.



TYPICAL BUILDING SETBACKS
N.T.S.

SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF THE SEASONS AT SIMPSON SPRINGS PUD SUBDIVISION IN WEST POINT CITY, DAVIS COUNTY, UTAH HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND.

SIGNED THIS 23 DAY OF JULY, 2020

MICHAEL L. WANGEMANN, PLS
PLS#6431156-2201

PROFESSIONAL LAND SURVEYOR — MICHAEL L. WANGEMANN — No. 6431156 — 7/23/2020 — STATE OF UTAH

LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 89°57'53" WEST ALONG THE QUARTER SECTION LINE 657.88 FEET FROM THE CENTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°57'53" WEST ALONG SAID QUARTER SECTION LINE 62.13 FEET TO THE EAST LINE OF LOGAN PAYNE PROPERTY AS CONTAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 1865713 IN BOOK 3290 AT PAGE 687; THENCE AROUND SAID LOGAN PAYNE'S PROPERTY THE FOLLOWING THREE (3) COURSES: NORTH 247.50 FEET; THENCE NORTH 89°57'53"WEST 240.00 FEET; THENCE SOUTH 247.50 FEET; THENCE NORTH 89°57'53" WEST 363.95 FEET; THENCE NORTH 00°09'54" EAST 1204.87 FEET; THENCE NORTH 85°15'44" EAST 254.70 FEET; SOUTH 06°14'28" EAST 498.62 FEET; THENCE SOUTH 89°57'50" EAST 1012.45 FEET; THENCE SOUTH 491.41 FEET; THENCE WEST ALONG KENNETH PAYNE'S NORTH LINE AS CONAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 1892404 IN BOOK 3340 AT PAGE 21, A DISTANCE OF 233.00 FEET TO THE EAST LINE OF THE FORSGREN PROPERTY AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 2463936 IN BOOK 4808 AT PAGE 2235; THENCE NORTH 8.50 FEET ALONG SAID FORSGREN PROPERTY; THENCE WEST 409.80 FEET TO THE POINT ON A 15.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°58'51" (WHICH LONG CHORD BEARS SOUTH 45°00'34" WEST 21.21 FEET); THENCE SOUTH 00°01'09" WEST 232.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 883,098.64 SQ/FT OR 20.27 ACRES

* NORTH 00°00'35" WEST

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT PAUL J. PETERSON, THE DIVISION PRESIDENT UNDERSIGNED OWNER (RICHMOND AMERICAN HOMES) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOW AS

THE SEASONS AT SIMPSON SPRINGS PUD SUBDIVISION

AND DO HEREBY DEDICATE TO THE CITY OF WEST POINT CITY ALL STREETS DESCRIBED HEREON AND DO HEREBY DEDICATE TO THE SEASONS AT SIMPSON SPRINGS HOME OWNERS ASSOCIATION PARCELS A, B, C, ... AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT AS LABELED IN WITNESS WHEREOF I HAVE HEREUNTO SET My Hand THIS 27 DAY OF JULY.

RICHMOND AMERICAN HOMES OF UTAH, INC.

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF DAVIS } S.S

ON THE 27th DAY OF July A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NORTARY PUBLIC, IN END FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER (I) OF THE ABOVE OWNER'S DEDICATION 1 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT Paul Peterson SIGNED IT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN MENTIONED. MY COMMISSION EXPIRES: 10-1-2022

NOTARY PUBLIC
RESIDING IN DAVIS COUNTY
Salt Lake

Notary Public - State of Utah
Anna Marie Scagmiller
Comm. #702053
My Commission Expires
October 1, 2022

WEST POINT CITY ATTORNEY'S OFFICE

APPROVED BY THE WEST POINT CITY ATTORNEY'S OFFICE

SIGNED THIS 28th DAY OF September 2020. WEST POINT CITY ATTORNEY

WEST POINT CITY ENGINEER

APPROVED BY THE WEST POINT CITY ENIGNEER.

SIGNED THIS 23 DAY OF Sept. 2020. WEST POINT CITY ENGINEER

PROFESSIONAL ENGINEER — No. 375027 — BOYD R. DAVIS — STATE OF UTAH

WEST POINT CITY PLANNING COMMISSION

APPROVED BY THE WEST POINT CITY PLANNING COMMISSION.

SIGNED THIS 30th DAY OF July 2020. CHAIRMAN, PLANNING COMMISSION

WEST POINT CITY APPROVAL

THIS PLAT AND ANY DEDICATIONS OFFERED HEREIN ARE APPROVED AND ACCEPTED BY THE MAYOR OF WEST POINT CITY THIS 4th DAY OF August 2020.

MAYOR ATTEST: CITY RECORDER

UTAH LAND SURVEYING, LLC

A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

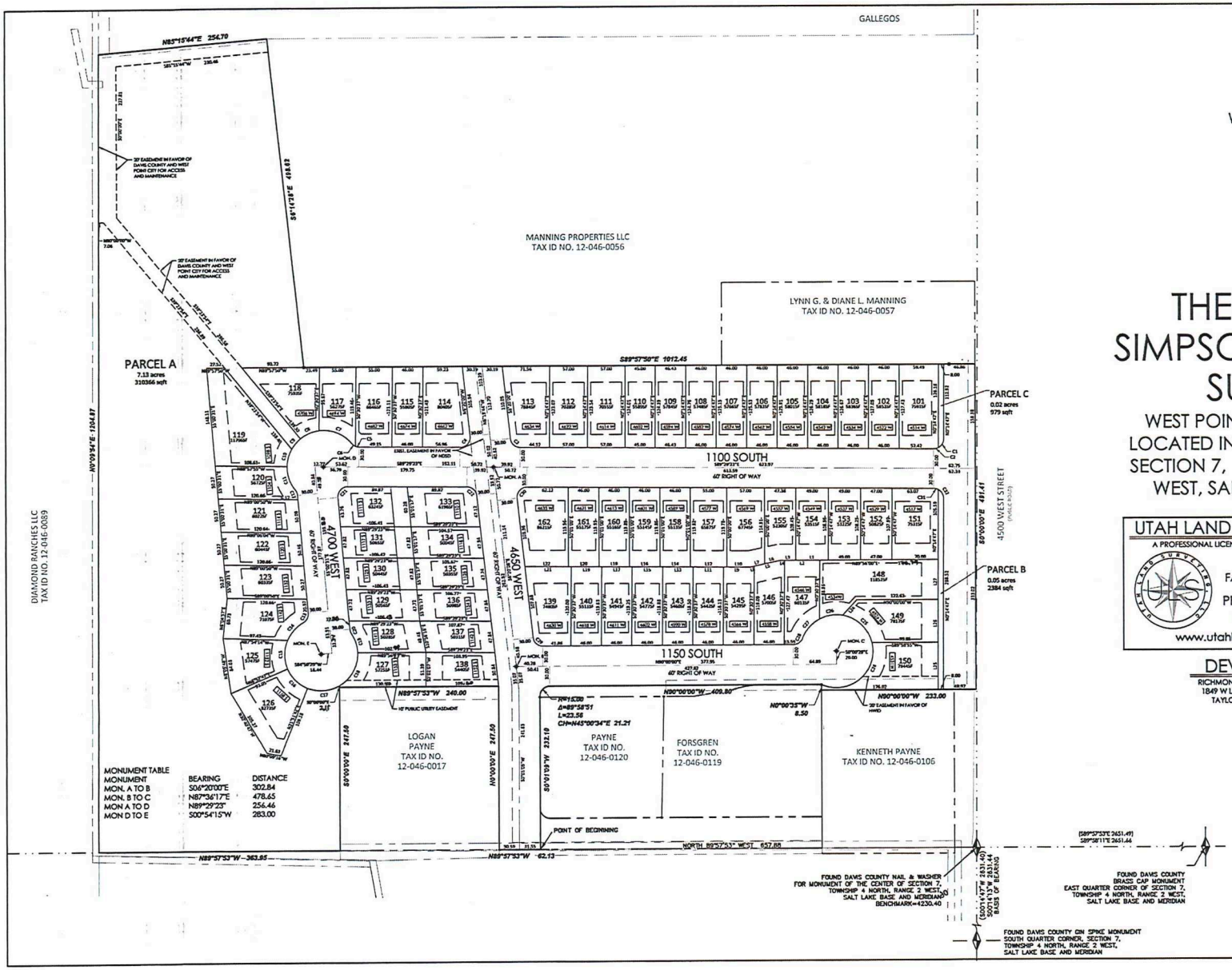
1359 FAIRWAY CIR
FARMINGTON, UT 84025

PHONE 801.725.8395
FAX 801.820.7775

www.utahlandsurveying.com

COUNTY RECORDER
ENTRY NO. 2307569 FEE PAID $230.00
FILE FOR RECORD AND
RECORDED 10-23-2020 AT 1:24 p.m.
IN BOOK 7633 OF THE OFFICIAL
RECORDS, PAGE 2295 RECORDED
FOR West Point
Kerry Gibson
COUNTY RECORDER

BY: DEPUTY



N
W E
S
NORTH
GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft. (HORIZ.)

THE SEASONS AT SIMPSON SPRINGS PUD SUBDIVISION

WEST POINT CITY, DAVIS COUNTY UTAH
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 7, TOWNSHIP 4 NORTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN

UTAH LAND SURVEYING, LLC
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY
1359 FAIRWAY CIR
FARMINGTON, UT 84025
PHONE 801.725.8395
FAX 801.820.7775
www.utahlandsurveying.com

COUNTY RECORDER
ENTRY NO. 3307519 FEE PAID $23.00
FILE FOR RECORD AND
RECORDED 10-23-2020 AT 1:24
IN BOOK 7623 OF THE OFFICIAL
RECORDS, PAGE 2205 RECORDED
FOR West Point
Richard T. Maughan
COUNTY RECORDER
BY: _____
DEPUTY

DEVELOPER
RICHMOND AMERICAN HOMES
1849 W LEVOY DRIVE STE. 220
TAYLORSVILLE, UT 84123

PROFESSIONAL LAND SURVEYOR
No. 8431185
3/23/2020
STATE OF UTAH

SHEET 2 OF 2

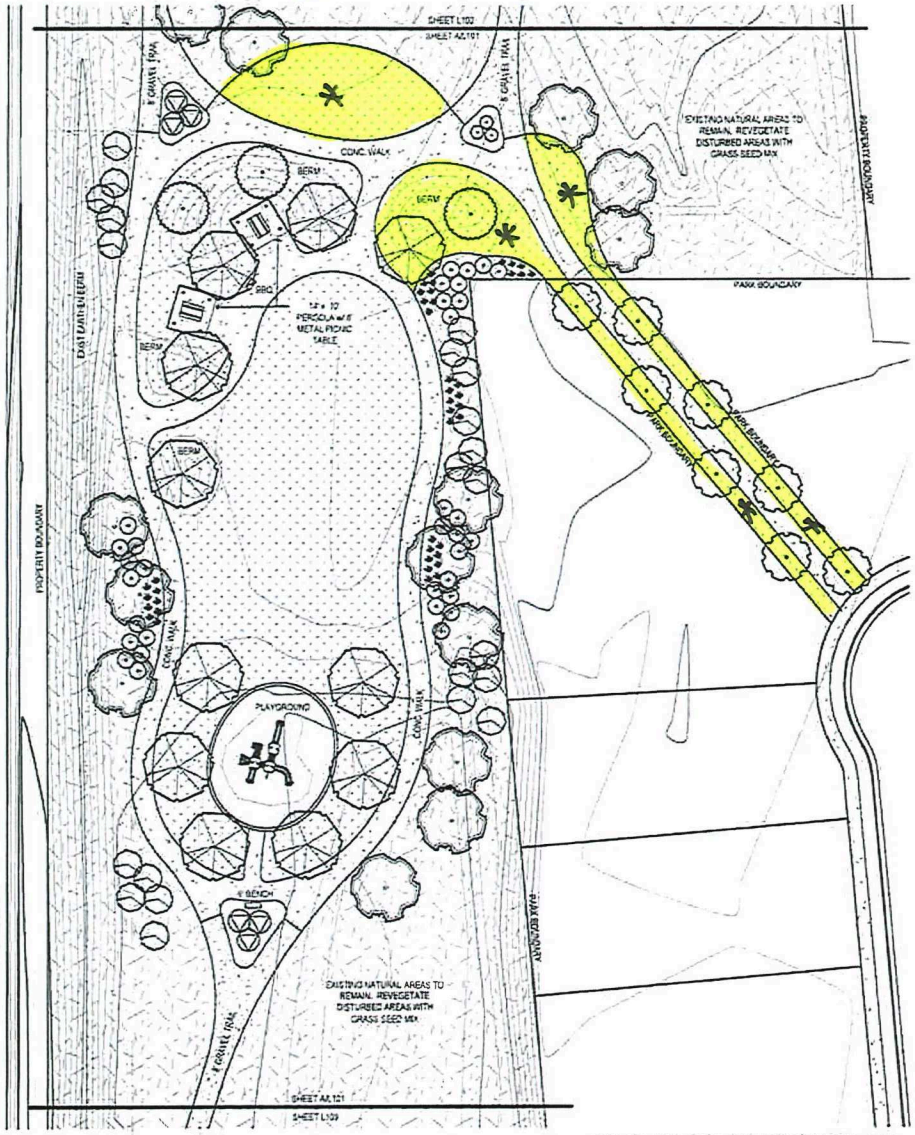
EXHIBIT B

Development Agreement Exhibit F

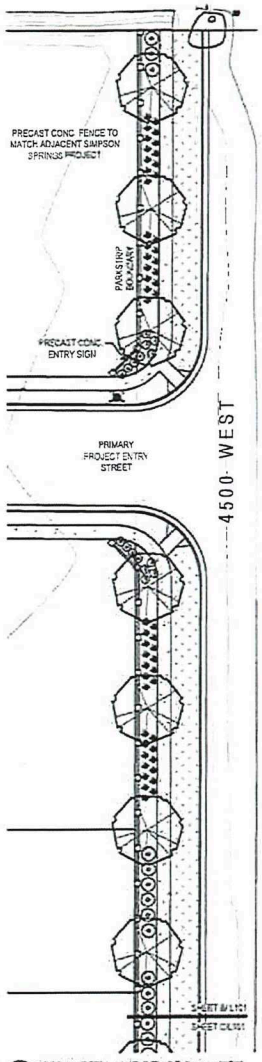
(see attached)

8

*areas to be substituted

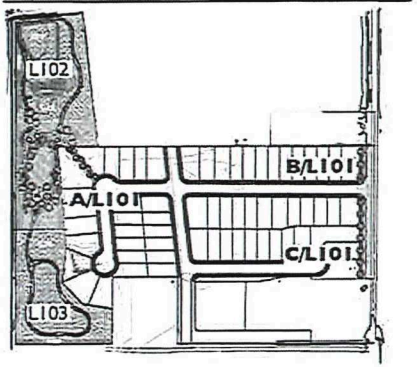


A CENTRAL PARK AREA LANDSCAPE PLAN



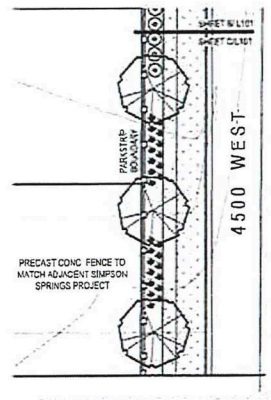
B 4500 WEST LANDSCAPE PLAN

PROJECT SHEET LAYOUT



LANDSCAPE SCHEDULE

SYM	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	TREES			
	21	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2" CAL
	15	BETULA NIGRA	RIVER BIRCH	2" CAL
	3	MALUS 'BECHTEL'	BECHTEL CRABAPPLE	2" CAL
	8	PYRUS CALLERYANA 'REDSPIRE'	REDSPIRE PEAR	2" CAL
	SHRUBS / ORNAMENTAL GRASSES			
	119	CALAMAGROSTIS x ACUTIFOLIA 'KARL FOERSTER'	KARL FOERSTER FEATHER GRASS	1 GAL
	33	CORNUS SERICEA 'BAILEYI'	RED OSIER DOGWOOD	2 GAL
	9	PEROVSKIA ATRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	2 GAL
	23	PRUNUS VIRGINIANA 'MELANOCARPA'	CHOKECHERRY	2 GAL
	15	RHUS AROMATICA 'GRO LOW'	GRO LOW SUMAC	2 GAL
	3	ROSA WOODSII	WOODS ROSE	2 GAL
	9	SPIRAEA BUMALDS 'GOLDFLAME'	GOLDFLAME SPIREA	
	6	SYRINGA VULGARIS	COMMON LILAC	5 GAL
	TURF			
	29,733 S.F.	CHANSHARE IMPERIAL BLUE		SOD
	NATIVE VEGETATION			
		EXISTING NATURAL AREAS TO REMAIN. REVEGETATE DISTURBED AREAS WITH GRASS SEED MIX		



C 4500 WEST LANDSCAPE PLAN

STB DESIGN

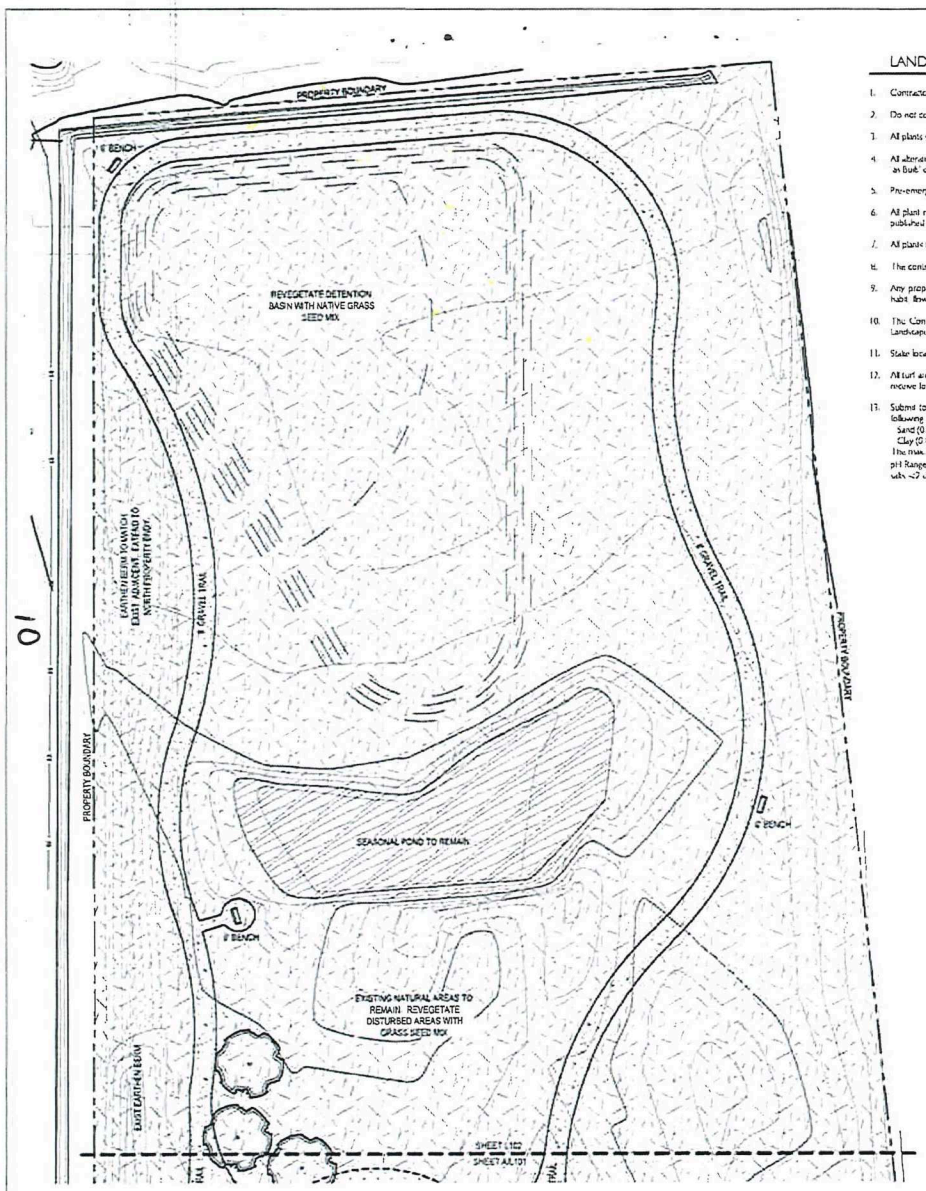
SUNSET VISTAS
WEST POINT, UTAH

LANDSCAPE PLAN

L101

9

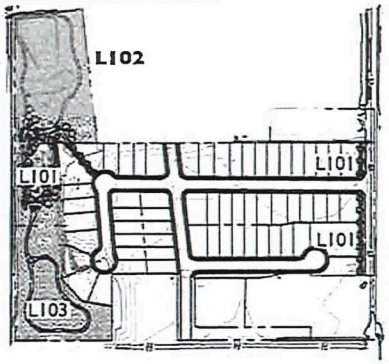
JEH



LANDSCAPE GENERAL NOTES

1. Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
2. Do not commence planting operation until rough grading has been completed.
3. All plants shall bear the same relationship to finished grade as the original grade before digging.
4. All alterations to these drawings during construction shall be approved by the Project Representative and recorded on an Built drawings by the Contractor.
5. Pre-emergent herbicide shall be used prior to mulch placement.
6. All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock published by the American Nursery Association, Inc.
7. All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
8. The contractor shall supply all plant material in quantities sufficient to complete the planting shown on the drawings.
9. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and cultural only as approved by the Project Representative.
10. The Contractor shall locate and verify all existing utility lines prior to planting and shall report any conflicts to the Landscape Architect.
11. Stake locations of all proposed planting for approval by the Landscape Architect prior to commencement of planting.
12. All turf areas shall receive four inches (4") of topsoil prior to planting. All shrub, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
13. Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil shall meet the following mechanical analysis:
    Sand (0.05 - 2.0 mm Dia.) 20 - 70%
    Clay (0.002 - 0.05 mm Dia.) 20 - 70%
    The max. retained on a #10 sieve will be 15 percent. The topsoil shall meet the following analysis criteria:
    pH Range of 5.5 to 8.2 a min. of 4% and max. of 8% organic matter content and free of stones ¾" or larger. Soluble salts <2 dS/m or mmhos/cm and sodium absorption ratio (sar) <6.

PROJECT SHEET LAYOUT



LANDSCAPE SCHEDULE

SYM	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	TREES			
	27	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2" CAL
	15	BETULA NIGRA	RIVER BIRCH	2" CAL
	3	MALUS 'BECHTEL'	BECHTEL CRABAPPLE	2" CAL
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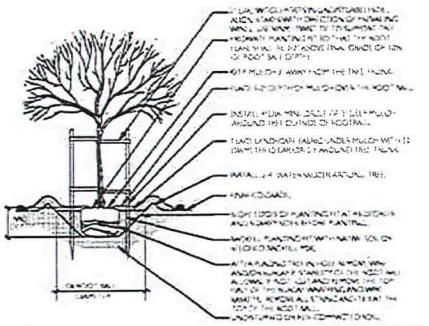
	8	PEROVSKIA ATRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	2 GAL
	23	PRUNUS VIRGINIANA MELANOCARPA	CHOKECHERRY	2 GAL
	15	RHUS AROMATICA 'GRO LOW'	GROW LOW SUMAC	2 GAL
	3	ROSA WOODSII	WOODS ROSE	2 GAL
	3	SPIRAEA BUMALDS 'GOLDFLAME'	GOLDFLAME SPIREA	
	6	SYRINGA VULGARIS	COMMON LILAC	5 GAL
	TURF			
	25,133 S.F.	CHANSHANE IMPERIAL BLUE		SOD
	NATIVE VEGETATION			
		EXISTING NATURAL AREAS TO REMAIN. REVEGETATE DISTURBED AREAS WITH GRASS SEED MIX		



A NORTH PARK AREA LANDSCAPE PLAN

B TREE PLANTING

STB DESIGN

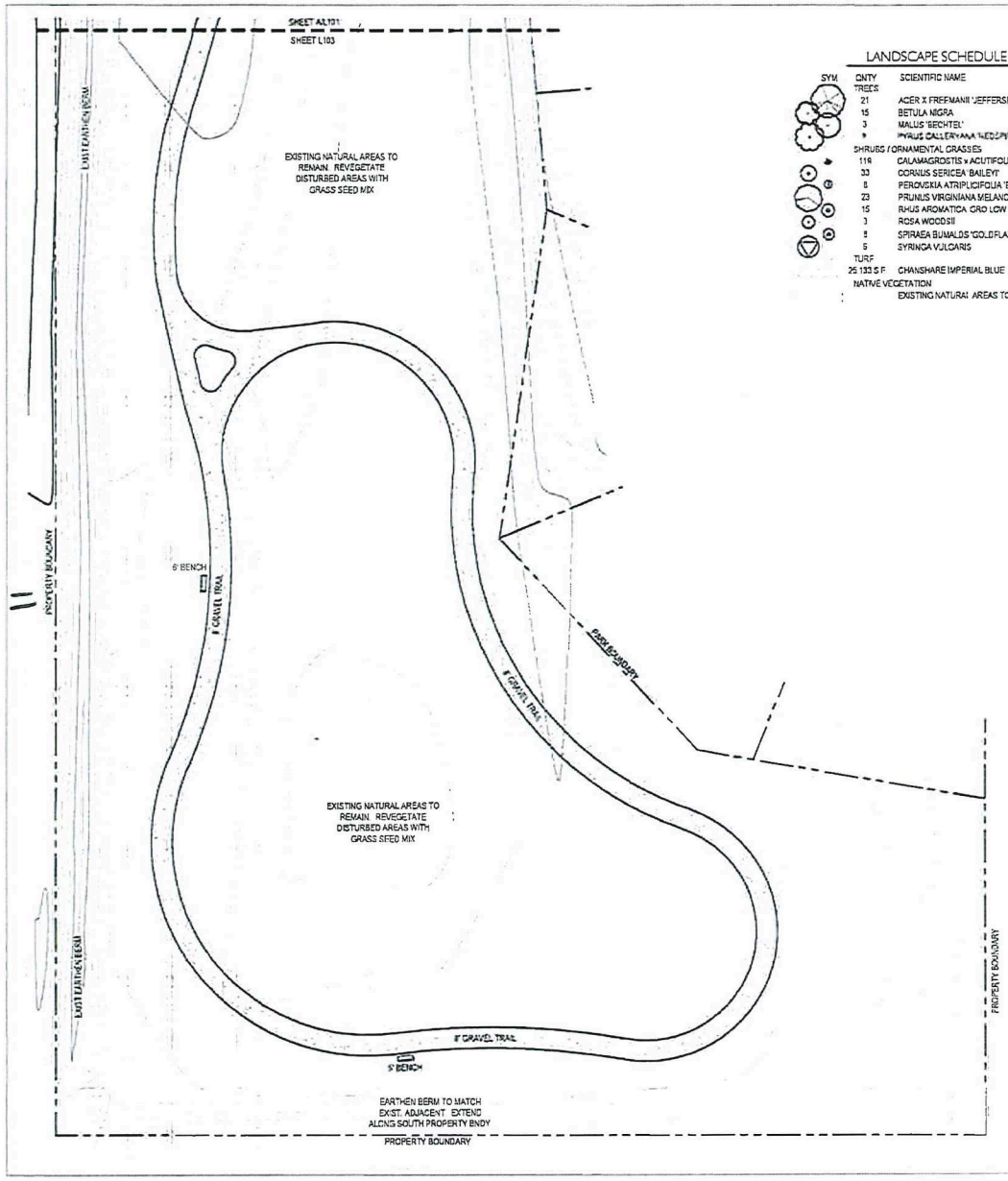
LANDSCAPE ARCHITECTURE & LAND PLANNING

SUNSET VISTAS

WEST POINT, UTAH

LANDSCAPE PLAN

L102



LANDSCAPE SCHEDULE

SYM	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	TREES			
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	3	MALUS 'BECHTEL'	BECHTEL CRABAPPLE	2" CAL
	9	PYRUS CALLERYANA 'REDSPIRE'	REDSPIRE PEAR	20 GAL
	SHRUBS / ORNAMENTAL GRASSES			
	119	CALAMAGROSTIS x ACUTIFOLIA 'KARL FOERSTER'	KARL FOERSTER FEATHER GRASS	1 Gal
	33	CORNUS SERICEA 'BAILEYI'	RED OSIER DOGWOOD	2 GAL
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	TURF			
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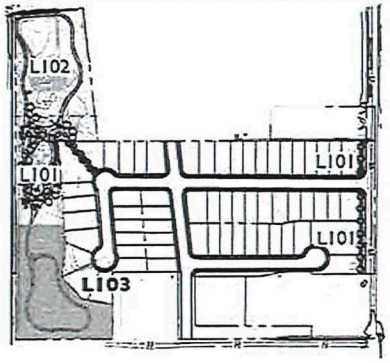
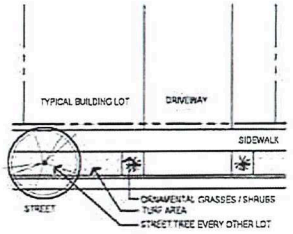
PROJECT SHEET LAYOUT





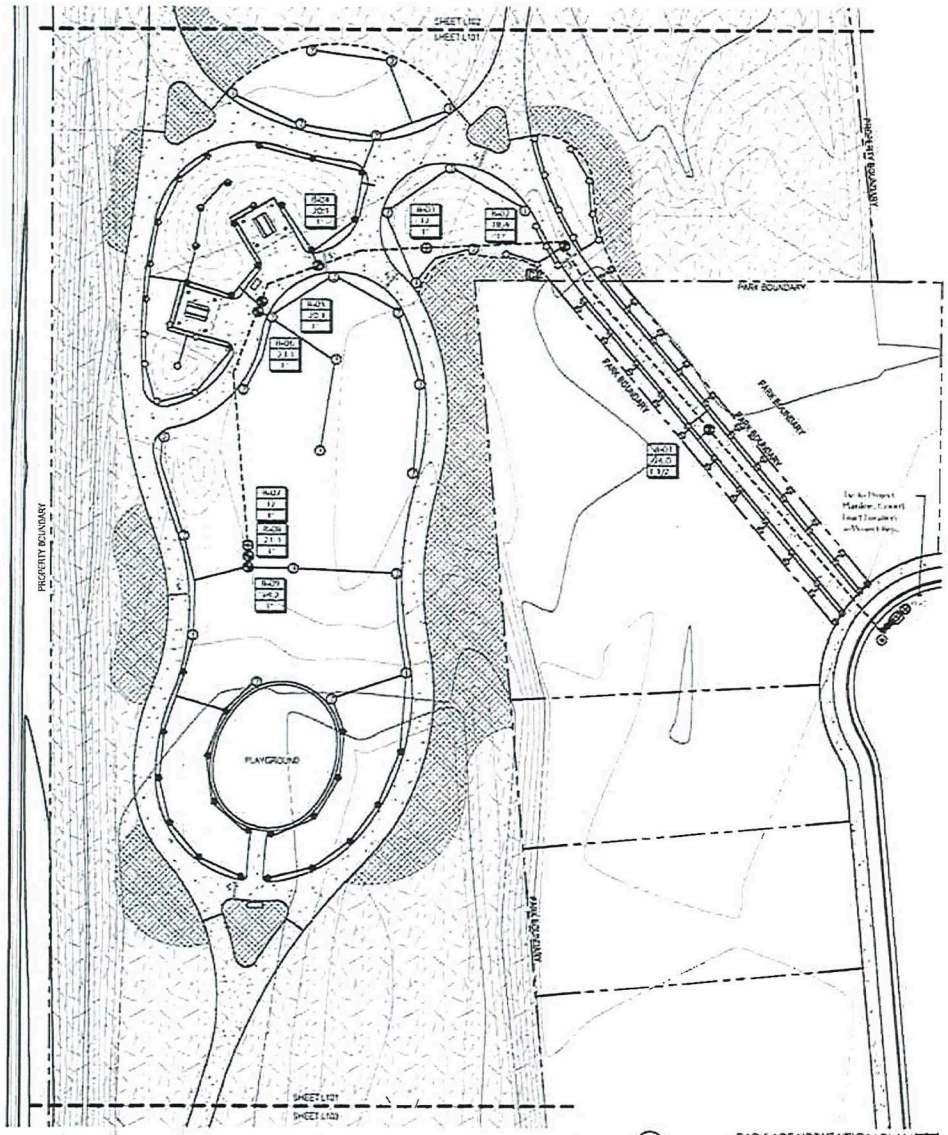
B TYPICAL LOT FRONTAGE PARK STRIP LANDSCAPE

A SOUTH PARK AREA LANDSCAPE PLAN

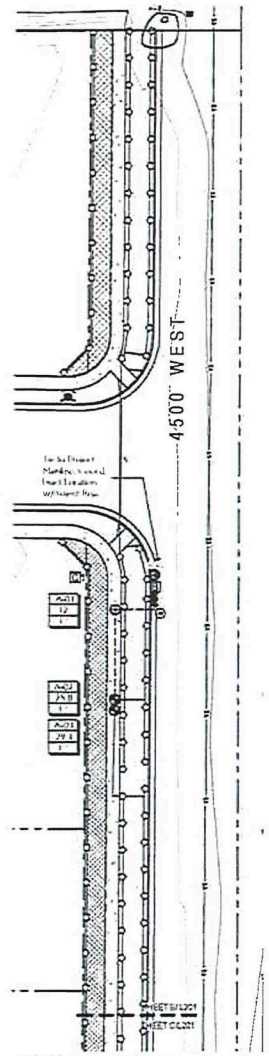
SUNSET VISTAS
WEST POINT, UTAH

LANDSCAPE PLAN

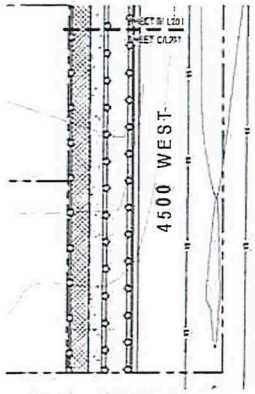
L103



A PARK AREA IRRIGATION PLAN



B 4500 WEST IRRIGATION PLAN



C 4500 WEST IRRIGATION PLAN

IRRIGATION SCHEDULE

SYM.	MODEL	PSI	GPM (Avg)	PRI CIP.	RADIUS
	Rainbird 1804-SAM-SAM-SAM-SAS-17 (CS-MCS) Rotary Spray Head	45	0.48	0.67	9' x 30'
	Rainbird 1804-SAM-SAM-SAM-14 Adjust Full Rotary Spray Head	45	0.61	0.67	12' - 14'
	Rainbird 1804-SAM-SAM-SAM-18 Adjust Full Rotary Spray Head	45	1.01	0.64	17' - 18'
	Rainbird 1804-SAM-SAM-SAM-24 Adjust Full Rotary Spray Head	45	1.68	0.61	17' - 24'
	Rainbird 5004-PC-SAM-R Rotor Spray w/ 1.5 Nozzle	45	1.54	0.24	33.0
	Rainbird 5004-PC-SAM-R Rotor Spray w/ 2.5 Nozzle	45	2.51	0.35	37.0
	Rainbird 5004-PC-SAM-R Rotor Spray w/ 4.0 Nozzle	45	4.01	0.44	43.0

Drip Emitter - Rainbird Xerisdrip XB-420PC w/ PC-CV 1 GPH, Dripline Cap - 2/Ft.(s), 4/Tree

Automatic Control Valve - Rainbird PEB - See Plan for Sizes
Drip Control Zone - Rainbird XCZ-100-PRF-COM
Quick Coupling Valve Assembly
Rainbird ESP-8LXME - 8 Stations
Rainbird ESP-12LXME - 12 Stations
Backflow Preventer - 1
Stop and Waster - 1
Lateral Pipe - Schedule 40 PVC
1 1/4" Sch 40 PVC Mainline
Irrigation Sleeving (See Plan)

Valve #
GPM
Valve Size

IRRIGATION PIPE SIZING SCHEDULE

Distance - valve to end of lateral	0 - 160 ft.	160 - 200 ft.	200 - 250 ft.	250 - 300 ft.	300 - 350 ft.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	13 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	23 - 30 GPM	19 - 30 GPM	19 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM

STB DESIGN

SUNSET VISTAS
WEST POINT, UTAH

IRRIGATION PLAN

L201

17

JEH

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
January 18th, 2022

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

Administrative Session
6:00 PM

Minutes for the West Point City Council Administrative Session held on January 18th, 2022 at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 859 0359 8981 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Petersen, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager (*attending virtually*); Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; and Casey Arnold, City Recorder (*attending virtually*)

EXCUSED: None

VISITORS PRESENT: ** No sign-in required for those attending virtually.

1. **Discussion Regarding an Amendment to the Agreement for Animal Services – Mr. Kyle Laws**
Mr. Laws stated that Davis County and West Point City renegotiated the Interlocal Agreement for Animal Care Services several years ago that had an expiration date of December 31, 2020. The agreement was amended each year to update the fees paid by the City, which were based on the previous year's usage. However, with the COVID situation and some changes that were occurring within their agency, the agreement was extended by one year through the end of 2021. That amendment to the contract for 2021 was intended to be the final amendment before renegotiating a new contract, however, there have been some developments at the legislature that are allowing for some major changes with Animal Care services in the County, and extending the current agreement for one more year through the end of 2022 will allow time for those changes to take effect. The intent moving forward is for Davis County to add a tax levy throughout the County for Animal Care services. This will remove the contract and Animal Care Services will be funded through the tax levy rather than individual city payments. There are details to still sort through, but this will be a much better way to fund this much needed service. More information and details on that process will be coming throughout the year, but at this time, an amendment to the current agreement is needed so that animal services will continue to be provided to West Point throughout 2022.

Mr. Laws reviewed the amendment, stating that, as in past years, the charges are based on the previous year's usage of Animal Care & Control by our residents. The fee paid by the City provides 24-hour animal care and control services, including the housing and processing of stray animals. The City's costs will either increase or decrease based on the number of calls received the previous year. The cost for this year (Calendar Year 2022) is:
- $50,759.85 for general animal care services, excluding calls for wild nuisance, animal pick up and/or euthanization
- $2,028.82 for the capital projects fund regarding the shelter

However, aside from the changing cost, there are three specific areas this amendment focuses on and they are important to understand and review. They are regarding the overall budget, wildlife services, and the capital projects fund:

Overall Budget
According to the Animal Care Director, Ashleigh Young, they saw a slight increase in annual expenses, as has been the case every year. This year's increase is 7% vs. 11.5% in 2021. Animal Care did not add any new positions to their team in this upcoming budget year, but due to the current state of the labor market, wages have gone up significantly over 2021. This is where the majority of the

increase can be found. They are seeing a decrease in medication and operating supplies in 2021 due to heightened management in these two areas.

Their building improvements line item is significantly higher this year due to engaging in a 9-month long feasibility study with Citygate Associates, LLC in preparation for building a new animal care facility in the coming years. This feasibility study comes at a cost of $189,525. This cost is being split between all the cities and the county 50/50 as discussed in the last meeting.

Wildlife Services
The County is no longer providing wildlife services, and as a result this has service has been completely removed from Amendment No. 7 to the Interlocal Cooperation Agreement for Animal Services. Council Member Swenson inquired as to how residents will be able to resolve issues with wildlife animals moving forward. Mr. Laws stated that while there may be some pushback or frustration from residents dealing with racoons or skunks or similar animals, the County has a list of private entities that they can contact to come take care of the problem. The County has provided flyers and pamphlets to help spread the information that they are no longer providing these wildlife services and the other resources that are available.

Capital Projects Fund
Animal Care of Davis County is actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past. This fund will help with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

They have expressed their willingness to be prudent knowing that the intent is to move to a new building in the near future. However, they have expressed the sensibility to ensure the aged facility is still able to properly house animals, provide a safe work environment for their employees, and safely and effectively serve our residents and their pets.

Mr. Laws summarized the cost increase included in the proposed amendment (Amendment No. 7) as follows:

Calendar Year 2021:
- $43,948.99 for general animal control services
- $231.75 for wild animal calls and services
- $2,033.71 for the capital projects fund regarding the shelter

Calendar Year 2022:
- $50,759.85 for general animal care services, excluding calls for wild nuisance, animal pick up and/or euthanization
- $2,028.82 for the capital projects fund regarding the shelter

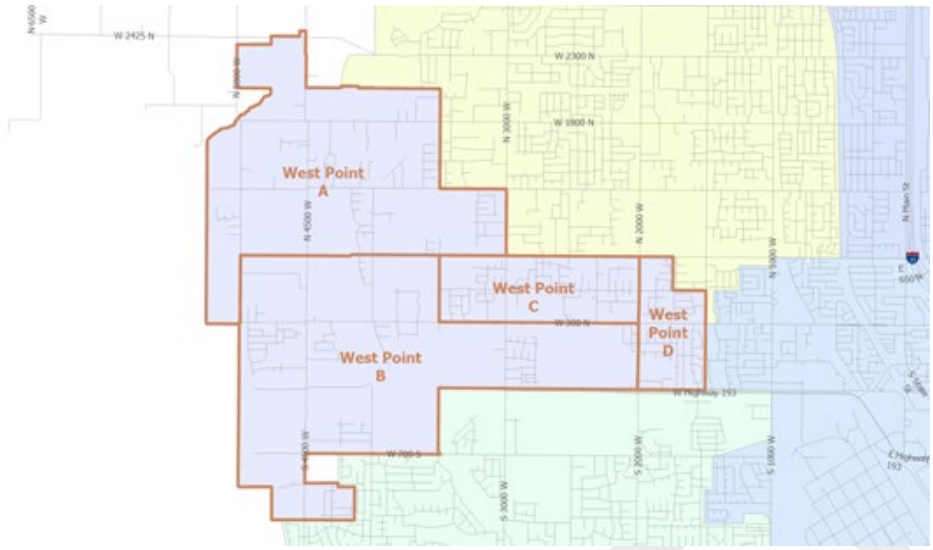
The total cost is $52,788.67, up from a total $46,214.45 last year, which is within the budgeted amount of $55,000. Mr. Laws noted that the new Director of Animal Services, Ashleigh Young, was hoping to attend tonight's meeting but was not able to make it; however, she has expressed that she would like to come and introduce herself and share some information with the Council, and answer any questions that they may have. The Council stated that they would appreciate that opportunity as well and hoped it could be coordinated for a meeting in the near future.

The Council had no further discussion at this time and will consider approval of the amendment to the agreement in tonight's General Session.

2. Discussion Regarding Voter Participation Areas – Ms. Casey Arnold

Ms. Arnold stated that in 2019, the Utah State Legislature made some changes to the election and voting laws, requiring that cities with a population of over 10,000 be divided into "four contiguous and compact voter participation areas of substantially equal population". The population is to be based on the most recent U.S. Census Bureau data. The City was not affected by this change when it went into effect in 2019, but with the 2020 Census completed and West Point now having exceeded that 10,000-population threshold, those "Voter Participation Areas" (VPA's) must now be established and approved by the City Council. Ms. Arnold explained that VPA's are used to qualify voter signature percentages for ballot initiatives and referendums to ensure that a broad range of residents are represented as opposed to a small geographical area (for example, the signatures of at least 11.5% of the number of active voters in at least 75% of a city's voter participation areas are needed in order for an initiative to be submitted). The State Code also requires that each county must also establish VPA's, and as a second-class county, Davis County is required to be divided into eight areas of substantially equal population. As part of their process in defining their own VPA's, which includes calculating population percentages, GIS mapping, etc., the County offered to update the VPA's of each city within the county as well.

West Point's four Voter Participation Areas of equal population as established by the 2020 U.S. Census Bureau data are shown below:



Ms. Arnold stated that VPA's must be established via resolution, and recommends that the Council approve such resolution establishing the City's Voter Participation Areas as shown. She added that the VPA's are to be updated every ten years, and noted that with the growth in the City, these areas are likely to change substantially by the next update in 2032.

The Council had no further discussion and will consider approval of the resolution in tonight's General Session.

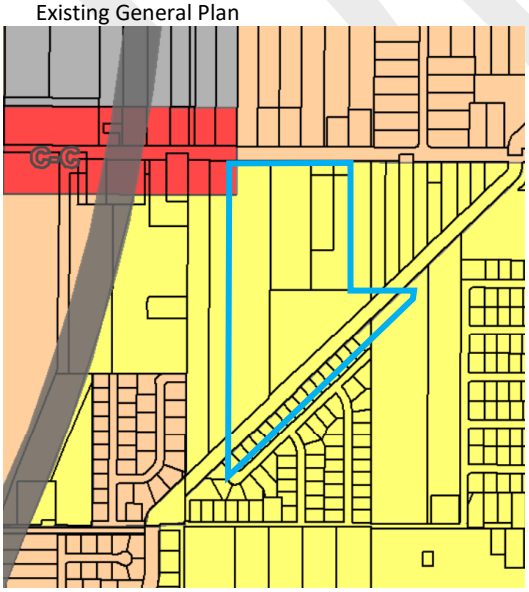
3. Discussion Regarding General Plan Amendment Applications – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the Council recently adopted an ordinance to allow general plan amendment applications to be submitted by developers. The process established in that code allowed the applications to be submitted in April and October. During this previous October submittal period, the City received three general plan amendment applications. Mrs. MacDonald explained that these amendments would not change the current zoning of a property, but if approved, only change the future zoning designation from what is currently reflected on the City's General Plan. The three applications received are as follows:

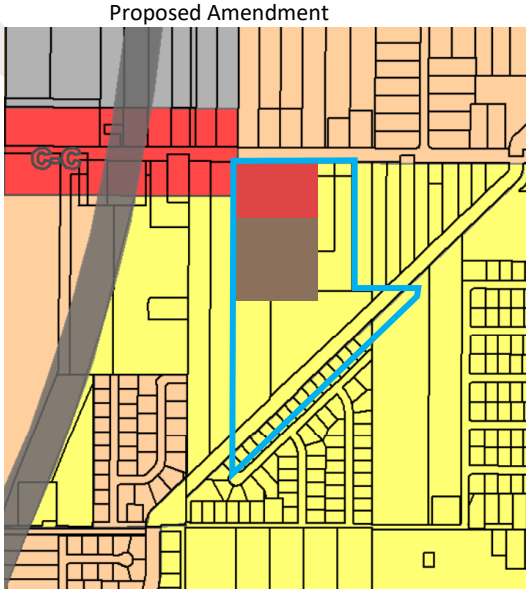
Request 1 – 3900 W 1800 N

Don Mendenhall, who is the acting agent for Dawna Smith Trustee and JT Acres LLC, is petitioning to amend the General Plan Map from R-2 residential (2.7 units per acre) to R-4 residential (8.0 units per acres), along with extending the C-C commercial along 1800 North on a portion of the 39.12 acres of property located at approximately 3900 West 1800 North.

Existing General Plan

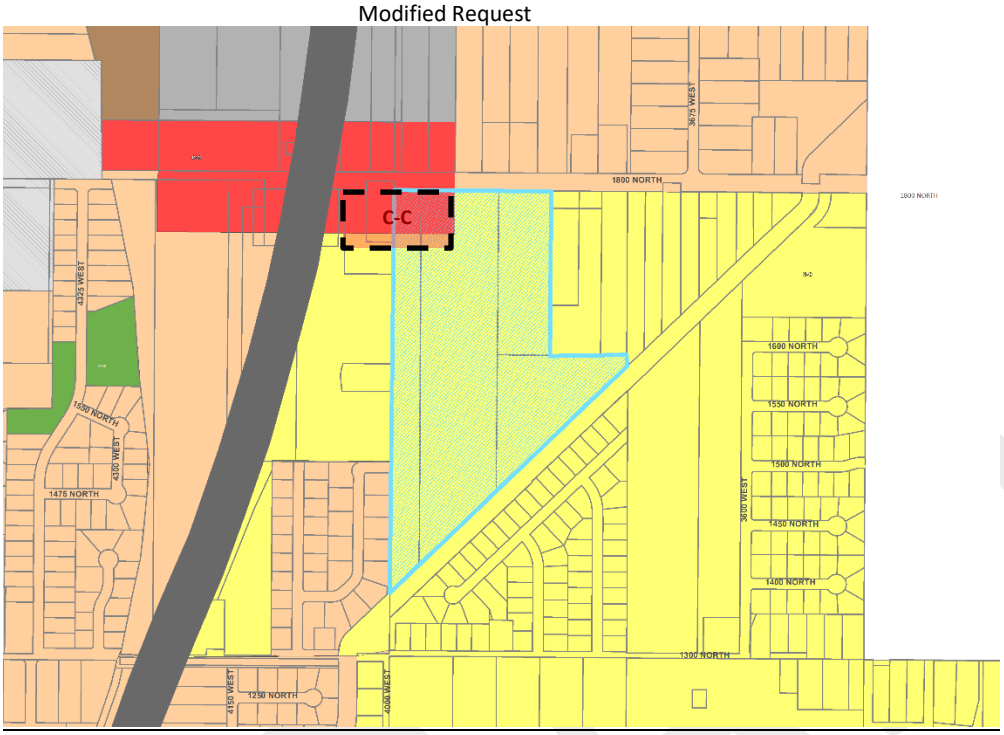


Proposed Amendment



Since the original application was received, the applicant has modified his request based on feedback from the Planning Commission. **The current request is to extend the Commercial across the north side of the property, and leave the remaining property R-2. The Planning Commission held a public hearing at its last meeting and recommended approval of the modified request to extend the Commercial.**

Modified Request



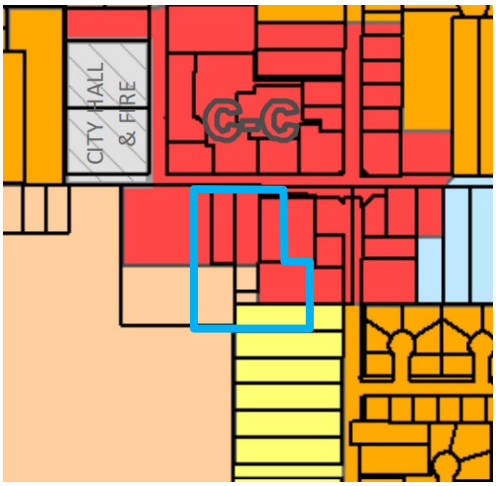
The Council requested that Staff obtain more information regarding why the request is not to extend the commercial zone across the full width of the area (from the west to the east), and also details about what potential limiting factors on development would occur if a road were to be installed through the area and there was commercial on one side and residential on the other because the commercial zone didn't extend the full width. The Council will have further discussion on the request once that information is provided by Staff.

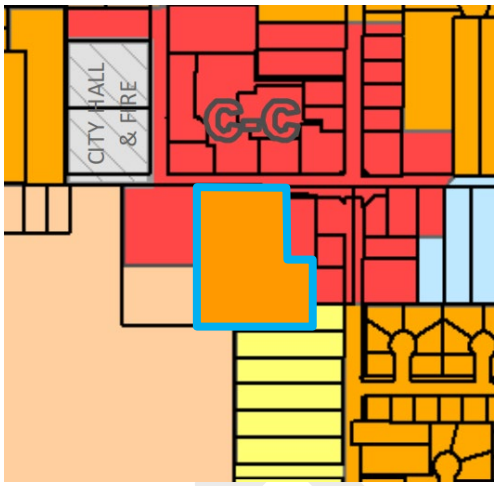
Request 2 – 3181 W 300 N

Don Mendenhall, who is the acting agent for Ned & Julie King Trustees, is petitioning the City to amend the General Plan Map from a mix of C-C Commercial and R-1 Residential (2.2 units per acre) to R-3 Residential (3.6 units per acres) on their 4.56 acres property; located at approximately 3181 West 300 North.

Below is a map of the existing general plan and the proposed amendment, along with a land use table.

Existing General Plan *Proposed Amendment*



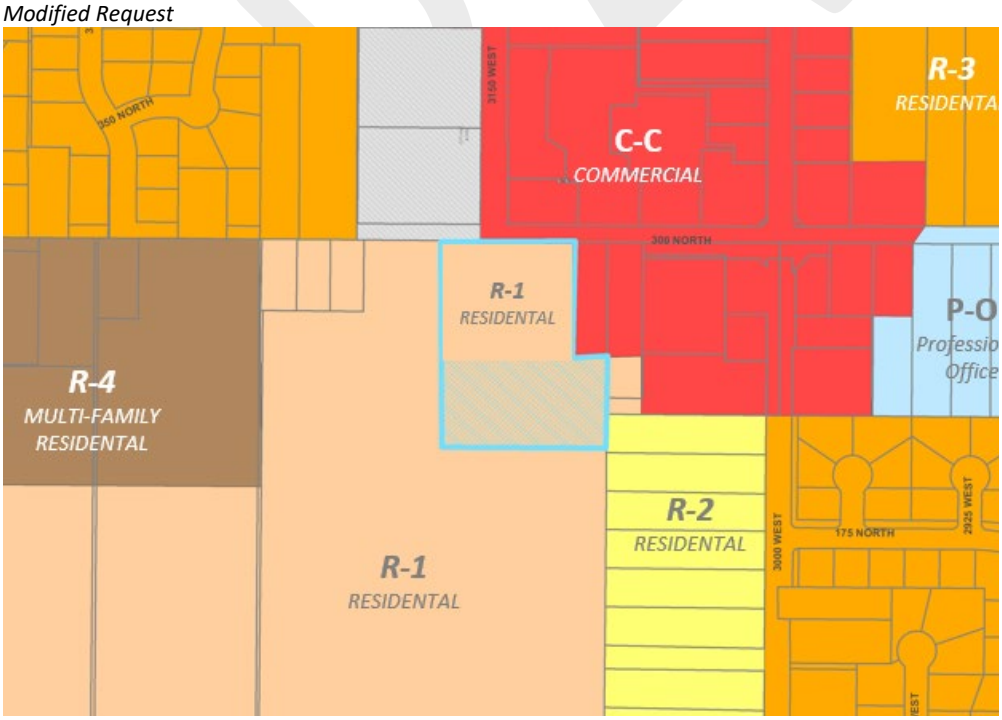


	Current General Plan		Proposed Amendments
Zone	C-C Commercial	R-1 residential	R-3 residential
Max Density	N/A	2.2 units/acre	3.6 units/acre
Acres	2.3 acres	2.26 acres	4.56 acres
Total Units	N/A	5 units	*16 units

*Note: The applicant is proposing 10 additional units (not including the existing home). This number is slightly over by one unit of the allowable density in the R-1 zone.

Since the original application was received, the applicant has modified his request based on feedback from the Planning Commission. **The applicant is now requesting to remove the commercial and designate the entire property as R-1. The Planning Commission recommended approval of the request to remove the commercial and designate the property as R-1.**

Modified Request

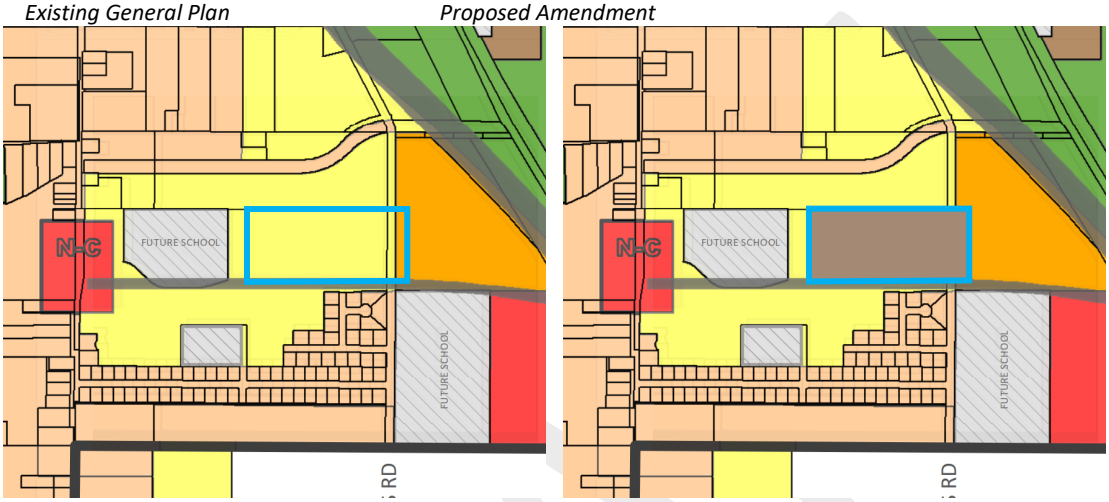


Mrs. MacDonald stated that when the City last amendment the General Plan about three years ago, this property owner actually requested the commercial zone along the front portion of the property. Council Member Petersen stated that he believes that the City chose to designate it as so because it felt that there would be a higher value of the property if it had some commercial zoning. Mrs. MacDonald noted that the Planning Commission had a lot of discussion about whether or not to remove the commercial, but did ultimately approve the request to designate it as entirely R-1. The Council will continue to discuss the request in future meetings.

Request 3 – 4100 W 400 S

Jerry Preston, who is the acting agent for Lynn Craythorn and Terry Ellis Trustees, is petitioning the City to amend the General Plan Map from R-2 residential (2.7 units per acre) to R-4 residential (8.0 units per acres) on a portion of the 20.85 acres of property; located at approximately 4100 West 400 South.

Existing General Plan *Proposed Amendment*



The City is in the process of conducting a market analysis and completing a small area plan for the future interchange of the West Davis Corridor and SR-193. The Planning Commission recommended denial of the request to designate this property R-4 in order to wait for the outcome of the market analysis and small area plan. As the code does not allow for a duplicate request to be resubmitted on a property once it is denied within the a 12-monthe period, Mrs. MacDonald confirmed for the Council that the City has the ability to initiate a general plan amendment at any time, and not just when an amendment application is received. As such, the request can be reconsidered at the Council's choosing after the analysis is complete, or they could submit another application for the property that is requesting substantially different amendments the next time applications are allowed to be submitted (about 6 months from now). The Council had some discussion with Staff on whether the application could be withdrawn and therefore not considered as denied, or if it was already too far in the process as the Planning Commission has already held a public hearing and made a recommendation. Mrs. MacDonald explained that the information is being presented to the Council only for discussion at this point. If the Council decided to move forward with any or all of the requests, public hearings would have to be held before a final decision could be made.

Council Member Petersen stated that he agreed with the Planning Commission's recommendations on all three requests, noting that their recommendation to deny Request 3 at this time due to the market analysis and area plan that will soon be conducted.

Council Member Judd stated that she is concerned about Request 2, particularly in regards to what kind of traffic townhomes would be on 300 N, and would like to keep this portion of 300 N available for potential commercial. However, she does like the compromise of the modified request, as it requests R-1 zoning rather than R-3, and is undecided at this time on whether she is in favor or not in favor of this particular request. In regards to the other requests, she stated she is comfortable with Request 1 and the recommendation to deny Request 3.

Council Member Chatterton stated that he agrees with the Planning Commission's recommendations on all three requests.

Council Member Swenson stated that it makes sense to deny Request 3 at this time, as the market analysis and area study will provide a better vision for the area. She is also concerned about Request 1 and would like to know the specific dimensions of the area being requested to be zoned commercial, as that would be a big factor for here in determining what is appropriate for the remaining area behind it.

Council Member Lee stated that, in regards to Request 1, he is pleased to see that the applicant amended his original request by removing all of the R-4 zoning. He served on the Planning Commission when this request was discussed and many concerns were

shared about having a multi-family project in this potential wetland area, which the applicant never addressed. He noted that it was particularly aggravating to see that a big sign had been put up on the property advertising multi-family housing, even though that zoning designation had not yet been approved or even discussed by the Planning Commission. With the removal of a request for the R-4 zone, he agrees with the Planning Commission's recommendation. He stated that he also agrees with the recommendation for Request 2, as the property is located in a place where any subdivision developed on it would be "one-way-in and one-way-out" and having an R-1 development rather than a high-density R-3 development is more appropriate. He also agrees with the recommendation to deny Request 3.

The Council agreed to hold public hearings for each request and continue the discussion at that point.

4. Other Items

Mr. Laws stated that the Visioning and Planning Session is coming up on February 4 – 5, and explained to the new Council Members that the purpose of this meeting is for the Council and Staff to talk about potential budget items, project priorities for the year, developments, upcoming items or events, etc., to help plan out and give general direction to Staff on the Council's vision or desires for the year. There will also be time for Council Members to raise individual items or issues to the rest of the Council for discussion. He noted that although not a regular meeting, it is still open to the public with the agenda being noticed to residents and the meeting recorded and posted for the public to listen to, and stressed that no official action is taken by the Council at the meeting.

The Administrative Session adjourned.

DRAFT

3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES

WEST POINT CITY HALL

January 18th, 2022

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

General Session

7:00 PM

Minutes for the West Point City Council General Session held on January 18th, 2022 at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 859 0359 8981 at https://zoom.us/join or by telephone at (669) 900-6833.

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Gary Petersen, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Brad Lee

EXCUSED: None

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

VISITORS PRESENT: Brian Vincent, Brad Lee, Ryan Judd, Heather Christopherson, and the Craythorne Family. No sign-in required for those attending virtually.

1. **Call to Order –** Mayor Vincent welcomed those attending the meeting.
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought –** Given by Council Member Lee
4. **Communications and Disclosures from City Council and Mayor**

Council Member Swenson – None

Council Member Judd – None

Council Member Petersen – The North Davis Fire District has been called out on multiple fires this past month, with one of them being the iconic Circle Pizzeria in Clearfield. The firefighters did a good job of containing that fire and were able to save the building next door. No injuries have been sustained, and he commended them on the great job that they do. He noted that the cause of the Pizzeria fire is still under investigation.

Council Member Chatterton – None

Council Member Lee – Would like to disclose that he has been approached with questions regarding the annexation petition that has been submitted to the City. He stated that he answered general questions, but referred them to the City Manager to obtain more specific information.

Council Member Lee then publicly expressed his sincere condolences to family of Jake Shepherd. Jake was a dear friend to him and he honored to have had the privilege to serve with him on the Planning Commission for many years. He hoped that there is something the City Council can do to help prevent the residents in our community from reaching such a low place in their lives where they feel like there is only one way out. It is his hope and prayer that this wife and daughters will be able to carry on. Regardless of our opinions of certain people, he hopes that we can all show a little more love and compassion and can resonate that through the community so that another tragedy like this does not have to be experienced by anyone.

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Mayor Vincent – Echoed Council Member Lee's remarks and expressed his own condolences to his family, friends, and neighbors. He stated that the loss of Jake has left a hole in our community that will be empty for quite some time.

5. Communications from Staff

Mr. Laws stated the regular meeting scheduled for February 1, 2022 will be canceled due to the Planning & Visioning Session being held on February 4th – 5th. In regards to the annexation petition mentioned by Council Member Lee, Mr. Laws stated that he has spoken to many residents over the past few weeks and encouraged the Council to refer any questions they receive to him. He noted that many concerns have been in regards to the notice that was sent out, as State Code requires that notice of the annexation petition be sent out to all residents within the proposed annexation area, and also all residents within ½ of the area, which in this case, required notices to be sent ½ mile into Weber County in some areas. Many residents' concerns have been alleviated upon hearing this information and understanding that although they received a notice, their property is not actually affected. The annexation petition is currently in the protest period, which ends on January 31st. If no protests are received, a public hearing will be scheduled and noticed, after which the City Council can take action on approving or denying the petition. If protests are received, a Boundary Commission will be formed by Davis County to consider the protests and issue a decision on whether to approve, deny, or modify the annexation petition. If approved or modified, it comes back to the City Council for the ultimate decision. It is expected that multiple protests will be submitted.

6. Citizen Comment

Joelle Caruso – 457 N 3650 W: In regards to the general plan the conversations being had about high-density housing around school zones, she has real concerns about the safety of the children getting to and from school. It is already an extremely dangerous situation on 300 N in front of West Point Elementary, and she would like the Council to consider how much worse it will be with more development of high-density housing.

7. Consideration of Approval of the Minutes from the September 21st, 2021 West Point City Council Meeting

Council Member Judd motioned to approve the minutes
Council Member Petersen seconded the motion
The Council unanimously agreed

8. Consideration of Approval of Resolution No. 01-18-2022A, Appointing West Point City Council Members to Serve on Local District Boards of Trustees – Mayor Brian Vincent

Mayor Vincent stated that he has considered these appointments heavily over the past few weeks and would like to propose the following to the Council for approval:

North Davis Fire District
Mayor Vincent
Council Member Petersen
Council Member Judd

North Davis Sewer District
Mayor Vincent

Mosquito Abatement District Davis
Council Member Lee

Wasatch Integrated Waste Management District
Mayor Vincent

Great Salt Lake Scenic Byway Board
Council Member Swenson

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The Council had no comments on the proposed appointments.

Council Member Swenson motioned to approve Resolution No. 01-18-2022A
Council Member Chatterton seconded the motion
The Council unanimously agreed

Mayor Vincent expressed his appreciation to the Council for their representation of the City on these boards and their willingness to do so. He noted that Council Member Lee will continue to serve on the 4th of July Committee, and he has asked Council Member Swenson to be the Council's liaison with the Planning Commission. Council Member Judd stated that some other cities have an appointed council member that serves as the liaison for their city's youth council. If the Mayor felt that it was a need and appropriate, she stated that she would be willing to take on that assignment. Council Member Petersen stated that when the West Point City Youth Council first started, Council Member Chatterton was assigned as the liaison where he served for several years, and he stated he even served in the position for a short time, but at some point, it stopped being assigned. Mayor Vincent stated that it would be a great idea to resume appointing this position, and thanked Council Member Judd for her suggestion and willingness to be assigned this position. The Mayor assigned Council Member Judd as the Council's liaison to the West Point City Youth Council.

9. Consideration of Approval of Resolution No. 01-18-2022B Approving Amendment No. 7 to the Interlocal Cooperation Agreement with Davis County for Animal Services – Mr. Kyle Laws

Mr. Laws reviewed the information presented in tonight's Administrative Session for all those that did not attend that meeting:

As in past years, the charges for the new year are based on the previous year's usage of Animal Care & Control by our residents. The fee paid by the City provides 24-hour animal care and control services, including the housing and processing of stray animals. The City's costs will either increase or decrease based on the number of calls received the previous year. The cost for this year (Calendar Year 2022) is:

- $50,759.85 for general animal care services, excluding calls for wild nuisance, animal pick up and/or euthanization
- $2,028.82 for the capital projects fund regarding the shelter

However, aside from the changing cost, there are three specific areas this amendment focuses on and they are important to understand and review. They are regarding the overall budget, wildlife services, and the capital projects fund:

Overall Budget

According to the Animal Care Director, Ashleigh Young, they saw a slight increase in annual expenses, as has been the case every year. This year's increase is 7% vs. 11.5% in 2021. Animal Care did not add any new positions to their team in this upcoming budget year, but due to the current state of the labor market, wages have gone up significantly over 2021. This is where the majority of the increase can be found. They are seeing a decrease in medication and operating supplies in 2021 due to heightened management in these two areas.

Their building improvements line item is significantly higher this year due to engaging in a 9-month long feasibility study with Citygate Associates, LLC in preparation for building a new animal care facility in the coming years. This feasibility study comes at a cost of $189,525. This cost is being split between all the cities and the county 50/50 as discussed in the last meeting.

Wildlife Services

The County is no longer providing wildlife services, and as a result this has service has been completely removed from Amendment No. 7 to the Interlocal Cooperation Agreement for Animal Services. Council Member Swenson inquired as to how residents will be able to resolve issues with wildlife animals moving forward. Mr. Laws stated that while there may be some pushback or frustration from residents dealing with racoons or skunks or similar animals, the County has a list of private entities that they can contact to come take care of the problem. The County has provided flyers and pamphlets to help spread the information that they are no longer providing these wildlife services and the other resources that are available.

Capital Projects Fund

Animal Care of Davis County is actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past. This fund will help with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

They have expressed their willingness to be prudent knowing that the intent is to move to a new building in the near future. However, they have expressed the sensibility to ensure the aged facility is still able to properly house animals, provide a safe work environment for their employees, and safely and effectively serve our residents and their pets.

Mr. Laws summarized the cost increase included in the proposed amendment (Amendment No. 7) as follows:

Calendar Year 2021:
- $43,948.99 for general animal control services
- $231.75 for wild animal calls and services
- $2,033.71 for the capital projects fund regarding the shelter

Calendar Year 2022:
- $50,759.85 for general animal care services, excluding calls for wild nuisance, animal pick up and/or euthanization
- $2,028.82 for the capital projects fund regarding the shelter

The total cost is $52,788.67, up from a total $46,214.45 last year, which is within the budgeted amount of $55,000.

The Council had no further discussion

Council Member Chatterton motioned to approve Resolution No. 01-18-2022B
Council Member Judd seconded the motion
The Council unanimously agreed

10. Consideration of Approval of Resolution No. 01-8-2022C, Establishing Voter Participation Areas of West Point City – Ms. Ms. Arnold stated that this item was also discussed by the Council in tonight's Administrative Session and summarized the information presented:

In 2019, the Utah State Legislature made some changes to the election and voting laws, requiring that cities with a population of over 10,000 be divided into "four contiguous and compact voter participation areas of substantially equal population". The population is to be based on the most recent U.S. Census Bureau data. The City was not affected by this change when it went into effect in 2019, but with the 2020 Census completed and West Point now having exceeded that 10,000-population threshold, those "Voter Participation Areas" (VPA's) must now be established and approved by the City Council. Ms. Arnold explained that VPA's are used to qualify voter signature percentages for ballot initiatives and referendums to ensure that a broad range of residents are represented as opposed to a small geographical area (for example, the signatures of at least 11.5% of the number of active voters in at least 75% of a city's voter participation areas are needed in order for an initiative to be submitted). The State Code also requires that each county must also establish VPA's, and as a second-class county, Davis County is required to be divided into eight areas of substantially equal population. As part of their process in defining their own VPA's, which includes calculating population percentages, GIS mapping, etc., the County offered to update the VPA's of each city within the county as well.

West Point's four Voter Participation Areas of equal population as established by the 2020 U.S. Census Bureau data are shown below:

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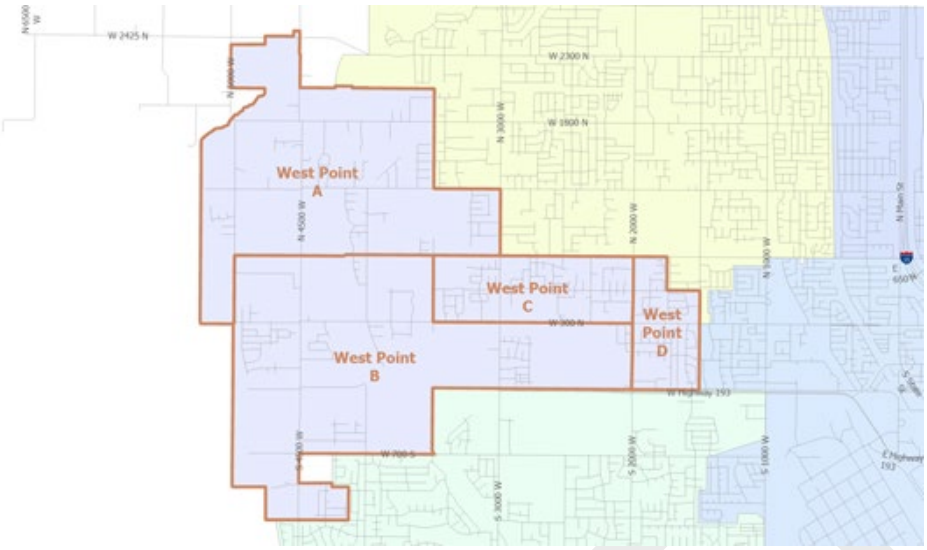

Staff recommends approval of the resolution establishing the Voter Participation Areas for West Point City.

The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 01-18-2022C
Council Member Swenson seconded the motion
The Council unanimously agreed

11. Consideration of Approval of Resolution NO. 01-18-2022D, Approving an Interlocal Agreement with the Davis County Storm Water Coalition– Mr. Boyd Davis

Mr. Davis stated that the City has been a member of the Davis County Storm Water Coalition from the time it was formed in 2003. He explained that every city is required by the federal government to create a storm water management plan and obtain a permit that covers all storm water activities within the city. The permit allows several communities to collaborate in their efforts if there is the possibility to do so. The cities in Davis County decided that it would be beneficial to work together on many of the permit requirements and thus the Davis County Storm Water Coalition was formed. The inter-local agreement forming the Coalition expires every five years, and the participating cities all agree that it should be renewed and effective until the end of 2026.

The inter-local agreement has two main purposes, the first of which is to set forth the activities that the cities agree to jointly implement, and second, to agree to share the costs of the various activities. By law, each city is required to complete certain tasks relating to public education, training, outreach, etc., and are much easier and more effective to complete as a group. The activities coordinated by the Coalition consist mainly of educational and training materials and opportunities. For example, Mr. Davis stated that the Coalition contributes to TV commercials aimed at pollution prevention and also offers training classes to teach contractors how to prevent pollution entering the storm drains from construction sites. The Coalition also gives a presentation to all 4th grade classes in the County and holds a fun water fair event each year.

The expenses of the Coalition are shared based upon the census population data. West Point City's obligation for FY 2022 will be $1,815. This has been budgeted each year in the storm water fund.

Mr. Davis stated that the Coalition has been a very positive program and recommends that the City continue this relationship and approve the Interlocal Agreement for another five-year period.

The Council had no further discussion.

Council Member Petersen motioned to approve Resolution No. 01-18-2022D
Council Member Lee seconded the motion

The Council unanimously agreed

12. Consideration of Approval to Award the Contract for the Market Analysis and Small Area Plan – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the City recently issued a Request for Proposals (RFP) for a Market Analysis and Small Area Plan for the new interchange of the West Davis Corridor and SR-193. Three proposals were received for this Market Analysis and Small Area Plan; those proposals were submitted by Zions Bank Public Finance, Lewis Young Robertson & Burningham, and GSBS Consultants. All of the applicants were strong candidates and submitted good proposals. Several staff and Council Members reviewed the proposals and determined that Zions Public Finance, Inc., should be chosen to complete the Market Analysis and Small Area Plan. The contract states the final price is $47,260. The scope of the contract is for an analysis of this area, current conditions, environmental issues, transportation factors, etc., and then a recommendation of different scenarios that would be the highest and best use of this property. They will also do a small area plan, which involves working with a planning consultant to go through the City's current General Plan and zoning regulations, and make recommendations on zoning designations for the area. The contract scope is to essentially gather information and make recommendations, however, Mrs. MacDonald stated that Staff inquired as to how much they would charge to draft an entirely new zone that includes a lot of design guidelines, architectural standards, etc. They estimated that cost to be an additional $6,500 - $7,000. If the Council desires, this could be added to the scope of the current contract and approve the additional cost. She stated that creating this new zone would be one of the next steps after receiving the recommendations, and so it may be helpful to add that on to this contract. The Council agreed that adding this to the scope of the contract would be money well spent. A budget amendment will be needed if the contract is approved, as this project was not included in this year's budget. The proposed budget amendment will be proposed to the City Council at the next meeting.

Mrs. MacDonald noted that while there may not be a recommendation for an entirely new zone, it would still be beneficial to have them help create specific design guidelines and criteria for the area so that it is developed cohesively, regardless of the zoning.

Mr. Davis noted that the process of updating the City's Transportation Master Plan is already in progress, which will include an even more in-depth study of transportation needs of this area.

The market analysis and small area plan process will begin as soon as possible after the contract is approved.

Council Member Judd motioned to award the contract for the Market Analysis and Small Area Plan to Zion's Public Finance, with the creation of design guidelines & criteria added to the scope of work to be included in the contract
Council Member Lee seconded the motion
The Council unanimously agreed

13. Consideration of Approval to Remove Phase 1 of the Sunview Estates Subdivision from Warranty – Mr. Boyd Davis

Mr. Davis explained that when any development goes into construction after they've been approved, they are required to put into an escrow account 100% of the costs of the infrastructure (roads, pipes, etc.). This is an escrow account that the City has control over. In addition, they're required to put an additional 10% into that escrow account that is kept for one year after the construction is done to guarantee that everything will stay in good condition before it's turned over to the City for maintenance.

The Sunview Subdivision Phase 1 is located at 1100 N 5000 W and was placed on warranty on December 1, 2020. The required one-year warranty period has now been completed and the developer is requesting that it be removed from warranty. An inspection of the improvements in the Subdivision was done in anticipation of the end of the warranty period, and a punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. A final inspection verified that all of the items listed on the punch list have been completed. Staff recommends that Phase 1 be removed from warranty.

The Council had no further discussion.

Council Member Lee motioned to approve
Council Member Petersen seconded the motion
The Council unanimously agreed

14. Consideration of Approval to Remove Phase 2 of the Bannock Subdivision from Warranty – Mr. Boyd Davis

Mr. Davis stated that the Bannock Subdivision Phase 2 is located at 650 S Cold Springs Road and was placed on warranty on September 9, 2020. The required one-year warranty period has now been completed and the developer is requesting that it be removed from warranty. An inspection of the improvements in the Subdivision was done in anticipation of the end of the warranty period, and a punch list of items that needed to be repaired/replaced before the end of the warranty period was given to the developer. A final inspection verified that all of the items listed on the punch list have been completed. Staff recommends that Phase 2 be removed from warranty.

The Council had no further discussion.

Council Member Petersen motioned to approve
Council Member Judd seconded the motion
The Council unanimously agreed

15. Consideration of Approval of the Appointment of West Point City Planning Commissioners – Mayor Brian Vincent

Mayor Vincent stated that applications to serve on the Planning Commission were submitted by residents from a wide variety of age groups and lived all throughout the City. He and the City Manager met with each applicant and he was highly impressed with all of them, feeling that they were all "top-notch" and would each have done a great job.

The three applicants that he would like to propose to serve on the Planning Commission are:

Rochelle Farnsworth
Jason Nelson
Jeffrey Turner

The Council and Mayor expressed their appreciation to these individuals and look forward to working with them.

Council Member Petersen motioned to approve the appointments
Council Member Lee seconded the motion
The Council unanimously agreed

16. Motion to Move into a Closed Session

Council Member Lee motioned to move into a closed session
Council Member Judd seconded the motion
The Council unanimously agreed

Closed Session

1. Motion to Open Closed Session

Council Member Judd motioned to open the Closed Session
Council Member Petersen seconded the motion
The Council unanimously agreed

2. Call to Order and Roll Call

Mayor Brian Vincent called the January 18, 2022 Closed Session to order

Roll Call -

Mayor Brian Vincent	Kyle Laws, City Manager
Council Member Gary Petersen	Boyd Davis, Assistant City Manager
Council Member Annette Judd	Bryn MacDonald, Community Development Director
Council Member Jerry Chatterton	Paul Rochell, Public Works Director
Council Member Michele Swenson	Casey Arnold, City Recorder
Council Member Brad Lee	

3. Closed Discussion Regarding the Sale and/or Purchase of Real Property, Pursuant to UCA §52-4-205(1)(d)

4. Motion to Adjourn Closed Session and enter the General Session

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Council Member Petersen motioned to close the Closed Session and enter the General Session
Council Member Lee seconded the motion
The Council unanimously agreed

17. Motion to Adjourn the General Session

Council Member Petersen motioned to adjourn
Council Member Chatterton seconded the motion
The Council unanimously agreed

_____ June 7th, 2022
BRIAN VINCENT, MAYOR

_____ May 17th, 2022
CASEY ARNOLD, CITY RECORDER

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