3200 W 300 N, West Point, UT 84015

WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
June 21st, 2022

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:

- **Join via Zoom**: https://us02web.zoom.us/j/89126057625 • **Telephone:** 1(669) 900-6833 – **Meeting ID:** 891 2605 7625

To Submit Citizen Comment PRIOR to the meeting via email: **Email**: carnold@westpointcity.org

- **Subject Line:** "Citizen Comment – *Meeting Date*" •**Email Body**: **Must** include First & Last Name, Address & Succinct Statement

ADMINISTRATIVE SESSION – 6:00 PM

1. **Quarterly Financial Update –** *Mr. Ryan Harvey* pg. 4
2. **Discussion Regarding the FY22 Amended Budget, FY23 Final Budget and 2022 Property Tax Rate –** *Mr. Ryan Harvey* pg. 39
3. **Discussion Regarding the West Point City Fraud Risk Assessment –** *Mr. Ryan Harvey* pg. 70
4. **Discussion Regarding At-Large Animals as Addressed in City Code –** *Mr. Kyle Laws* pg. 73
5. **Discussion Regarding the West Fields Subdivision (*Located at Appx. 814 N 4000 W*) –** *Mrs. Bryn MacDonald* pg. 78
6. **Discussion Regarding the Legacy Storage Subdivision at Appx. 4180 W 1800 N (*Applicant Tim Gooch*) –** *Mrs. Bryn MacDonald* pg. 88
7. **Discussion Regarding a Development Agreement and Rezone of Property at 1800 N 4500 W from A-40 to R-4 –** *Mrs. Bryn MacDonald* pg. 90
8. **Other Items**

COMMUNITY DEVELOPMENT & RENEWAL AGENCY MEETING OF WEST POINT CITY

1. **Call to Order of Board**
2. **Consideration of Approval of Resolution No. R06-21-2022A, Approving the CDRA FY2023 Final Budget –** *Mr. Ryan Harvey* pg. 39
   a. **Public Hearing** b. **Action**
3. **Motion to Adjourn**

GENERAL SESSION – 7:00 PM

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** - *Clearly state your name and address. Please keep comments to 2 ½ minutes & do not repeat positions already stated. If attending in-person, please approach the podium. If attending electronically, use the "raise hand" icon or dial *9. The meeting host will unmute you.*
7. **Presentation of the 2022 Grand Marshal Award –** *Mayor Brian Vincent*
8. ***Consideration of Approval of the Minutes from the February 15, 2022 West Point City Council Meeting***
9. **Consideration of Resolution No. 06-21-2022A, Approving FY2022 Amended Budget for West Point City –** *Mr. Ryan Harvey* pg. 39
   a. **Public Hearing** b. **Action**
10. **Consideration of Resolution No. 06-21-2022B, Approving the FY2023 Fee Schedule for West Point City –** *Mr. Ryan Harvey* pg. 58
11. **Consideration of Approval to Set the Maximum Allowable Property Tax Rate for Truth in Taxation Hearings –** *Mr. Ryan Harvey* pg. 39
12. **Consideration of Ordinance No. 06-21-2022A, Amending WPCC Section 17.70.060 – Accessory Dwelling Units –** *Mrs. Bryn MacDonald*
    a. **Public Hearing** b. **Action** pg. 135
13. **Consideration of Resolution No. 06-21-2022C, Approving a Development Agreement for 1800 N 4500 W –** *Mrs. Bryn MacDonald* pg. 90
14. **Consideration of Ordinance No. 06-21-2022B, Approving a Rezone of 1800 N 4500 W from A-40 to R-4 –** *Mrs. Bryn MacDonald* pg. 90
    a. **Public Hearing** b. **Action**
15. **Consideration of Approval of Ordinance No. 06-21-2022C, Vacating a Public Utility Easement for the Craythorne Homestead Subdivision Phase 2 Plat Amendment –** *Mrs. Bryn MacDonald* pg. 149
    a. **Public Hearing** b. **Action**
16. **Consideration of Approval of the Amended Plat for the Craythorne Homestead Subdivision Phase 2 –** *Mrs. Bryn MacDonald* pg. 149
17. **Discussion and Consideration of Approval of Resolution No. 06-21-2022D, Approving the SR-193 Access Agreement –** *Mr. Boyd Davis* pg. 75
18. **Consideration of Resolution No. 06-21-2022E, Approving an Amendment to the Development Agreement for the Sunset Vistas Subdivision (AKA "Seasons at Simpson Springs") –** *Mrs. Bryn MacDonald* pg. 118
19. **Consideration of Resolution No. 06-21-2022F, Approving a Development Agreement for Bluff View Estates Subdivision Phase 4 –** *Mrs. Bryn MacDonald* pg. 154
20. **Consideration of Approval of the Final Plat of Phase 4 of the Bluff View Estates Subdivision –** *Mrs. Bryn MacDonald* pg. 154
21. **Motion to Adjourn the General Session**

Posted this 17th day of June, 2022 By: Casey Arnold
CASEY ARNOLD, CITY RECORDER

TENTATIVE UPCOMING ITEMS

Date: 07/19/2022

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Consideration of Approval of the Final Plat for the West Field Subdivision (Located at Appx. 814 N 4500 W) – Mrs. Bryn MacDonald
2. Consideration of Approval of *** Tim Gooch Commercial Subdivision** (Located at Appx. 4181 W 800 N) – Mrs. Bryn MacDonald
3. Consideration of Approval of Resolution No. 07-19-2022**, Approving a Development Agreement for the Holiday Oil Gas Station – *Mrs. Bryn MacDonald*
4. Consideration of Approval of the Final Site Plan for the Holiday Gas Station & Car Wash – *Mrs. Bryn MacDonald*
5. Consideration of Approval of the Holiday Oil Subdivision Located at Appx. 3000 W. 300 N. – *Mrs. Bryn MacDonald*
6. Consideration of Approval of Ordinance No. **, Amendment Section WPCC Section ** Regarding Animals At Large – Mr. Kyle Laws
    a. Public Hearing
    b. Action

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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20	21	22	23	24	25	26
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
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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
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28	29	30	31			

SEPTEMBER

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18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

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

DECEMBER

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

*UPDATED AS OF JUNE 13, 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
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

2	City Council - 6 PM
8	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
12	Summer Party 6:30 - 8:30 PM
13	MOVIE IN THE PARK - DUSK
16	City Council - 6 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

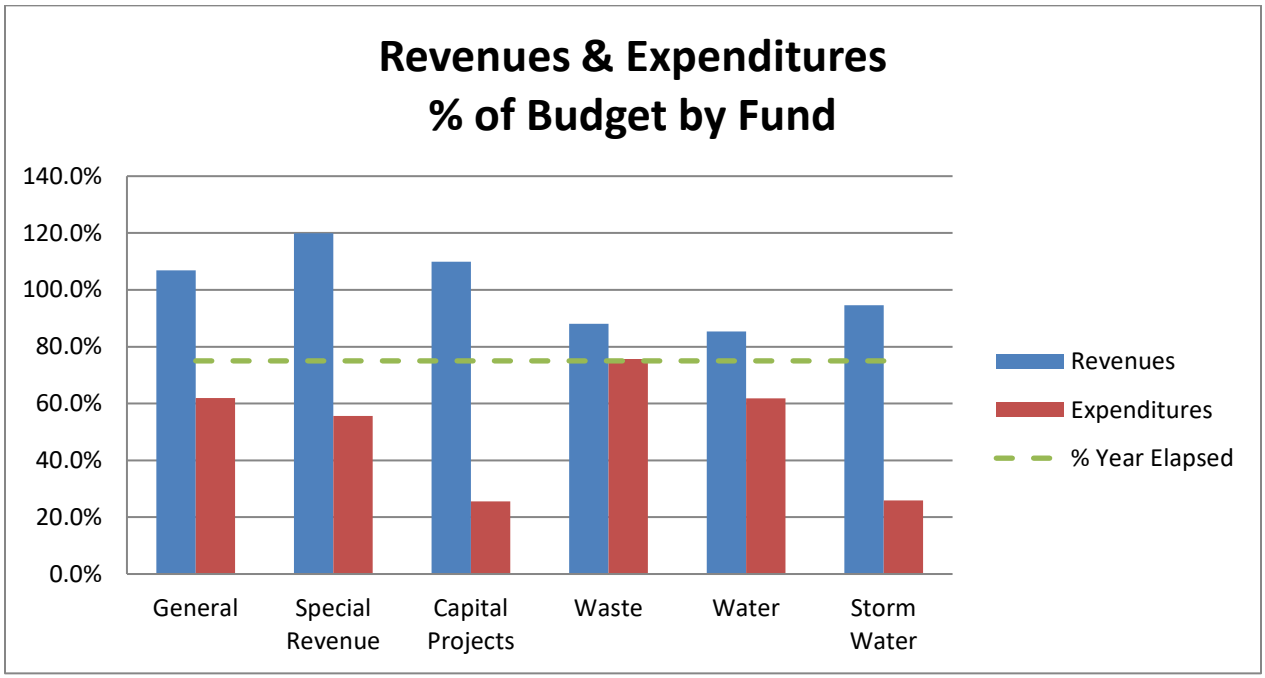
Subject: Quarterly Financial Report (Jan – Mar 2022)
Author: Ryan Harvey
Department: Administrative Services
Meeting Date: June 21, 2022

Background

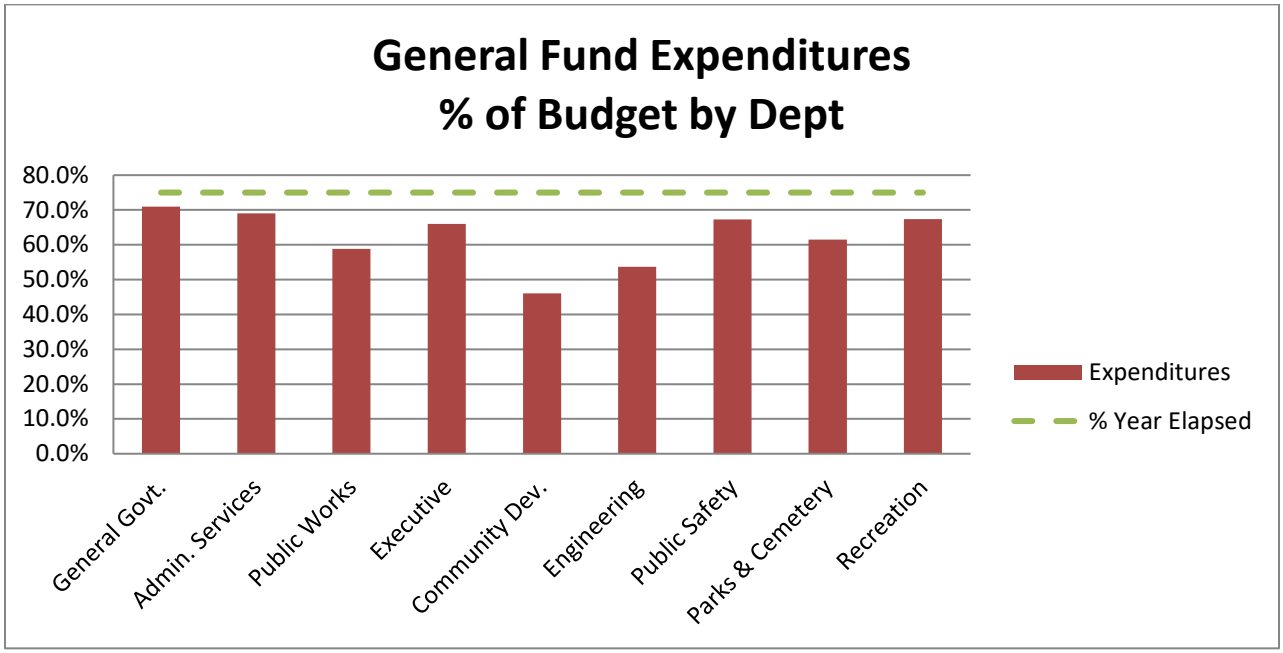
City staff monitors revenues and expenditures on an ongoing basis throughout the year. We issue a quarterly financial report to give the City Council a snapshot of our financial state and as a report on our financial progress for the fiscal year. The attached report contains expenditure, revenue, budget, and balance sheet data for each City fund for the third quarter of Fiscal Year 2022, representing January 1 – March 31, 2022. This information is summarized in the graphs below.

Analysis

As shown in the first graph, revenues exceed expenditures in every fund within the City. With 75% of the year elapsed, revenues also exceed 75% in every fund. Expenditures are below 75% in each of the funds.



In the second graph we see that all of the General Fund departments are below 75%.



Recommendation

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

Significant Impacts

There are no significant impacts at this time.

Attachments

FY2022 Q3 Financial Statements

WEST POINT CITY CORPORATION
COMBINED CASH INVESTMENT
MARCH 31, 2022

COMBINED CASH ACCOUNTS

01-1111	CASH IN CHECKING - ZIONS	946,646.48
01-1112	CASH IN CKING - CLASS C - ZION	811,339.73
01-1125	XBP DEPOSIT ACCOUNT	518,453.65
01-1130	CASH IN CHECKING - PTIF ACCT.	17,553,557.01
01-1131	PETTY CASH	750.00
	TOTAL COMBINED CASH	19,830,746.87
01-1185	CASH IN CHECKING - CDRA ACCT	4,525.28
01-1190	CASH ALLOCATION TO OTHER FUNDS	(19,835,272.15)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	4,885,081.97
45	ALLOCATION TO SPECIAL REVENUE FUND	5,534,716.15
48	ALLOCATION TO CAPITAL PROJECTS FUND	4,169,625.95
51	ALLOCATION TO WASTE FUND	796,622.46
55	ALLOCATION TO WATER FUND	2,121,086.47
58	ALLOCATION TO STORM WATER UTILITY FUND	2,089,398.10
70	ALLOCATION TO DEBT SERVICE	10,836.81
85	ALLOCATION TO CDRA FUND	227,904.24
	TOTAL ALLOCATIONS TO OTHER FUNDS	19,835,272.15
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(19,835,272.15)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

GENERAL FUND

ASSETS

10-1190	CASH ALLOCATION TO OTHER FUNDS		4,885,081.97	
10-1361	PROPERTY TAXES DEFERRED		598,455.00	
10-1411	DUE FROM OTHER GOVT. UNITS		537,107.08	
10-1561	PREPAID EXPENSE		2,480.00	
	TOTAL CURRENT ASSETS			6,023,124.05
	TOTAL ASSETS			6,023,124.05

LIABILITIES AND EQUITY

LIABILITIES

10-2131	ACCOUNTS PAYABLE		(183,430.71)	
10-2135	CREDIT CARD CLEARING ACCOUNT		(2,433.29)	
10-2220	PAYROLL TAXES & WITHHOLDINGS		2,726.62	
10-2222	FEDERAL WITHHOLDING PAYABLE		3,786.19	
10-2223	STATE WITHHOLDING PAYABLE		2,307.33	
10-2225	STATE RET & 401(K) PAYABLE		10,400.38	
10-2226	PUBLIC EMPLOYEES HEALTH PROGRA		501.61	
10-2228	EMPLOYEES DISABILITIES INS.		(64.39)	
10-2229	HSA PAYABLE		174.57	
10-2232	PEHP - DENTAL & VISION INS.		174.83	
10-2233	ULGT - VISION & LTC INS.		32.35	
10-2234	WELLNESS - HEALTH CLUBS		(289.52)	
10-2243	WORKMENS COMPENSATION PAYABLE		19,703.52	
10-2245	STATE UNEMPLOYMENT PAYABLE		337.90	
10-2250	WAGES PAYABLE-CLEARING		30,488.45	
10-2255	EXCAVATION BOND PAYABLE		2,785.00	
10-2275	DEFERRED REVENUE		598,455.00	
10-2291	ESCROW ACCOUNTS PAYABLE		1,584,614.99	
10-2410	UNEARNED- CARES ACT		182,029.92	
	TOTAL LIABILITIES			2,252,300.75

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
10-2975	NON-SPENDABLE FUNDS	2,480.00		
10-2980	UNASSIGNED FUNDS	1,525,563.39		
	REVENUE OVER EXPENDITURES - YTD	2,242,779.91		
	BALANCE - CURRENT DATE		3,770,823.30	
	TOTAL FUND EQUITY			3,770,823.30
	TOTAL LIABILITIES AND EQUITY			6,023,124.05

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-10	PROPERTY TAXES	104,530.80	617,575.26	598,886.00	(18,689.26)	103.1
10-31-25	VEHICLE - IN LIEU OF PROP. TAX	2,923.69	29,124.77	35,000.00	5,875.23	83.2
10-31-30	GENERAL SALES AND USE TAXES	158,126.63	1,576,865.91	1,500,000.00	(76,865.91)	105.1
10-31-40	CABLE TV	.00	.00	50,000.00	50,000.00	.0
10-31-50	ENERGY SALES AND USE	82,876.91	345,825.86	365,000.00	19,174.14	94.8
10-31-60	TELECOMMUNICATIONS	2,287.39	75,448.00	30,000.00	(45,448.00)	251.5
	TOTAL TAXES	350,745.42	2,644,839.80	2,578,886.00	(65,953.80)	102.6
	LICENSES AND PERMITS					
10-32-10	BUS. LICENSE/COND. USE PERMITS	825.95	5,938.95	10,000.00	4,061.05	59.4
10-32-21	BUILDING PERMITS	113,575.39	490,225.34	400,000.00	(90,225.34)	122.6
	TOTAL LICENSES AND PERMITS	114,401.34	496,164.29	410,000.00	(86,164.29)	121.0
	INTERGOVERNMENTAL REVENUE					
10-33-56	CLASS C ROADS	76,366.01	400,935.25	400,000.00	(935.25)	100.2
10-33-71	ARPA- REVENUE	.00	648,384.00	.00	(648,384.00)	.0
	TOTAL INTERGOVERNMENTAL REVENUE	76,366.01	1,049,319.25	400,000.00	(649,319.25)	262.3
	CHARGES FOR SERVICES					
10-34-10	ZONING AND SUBDIVISION FEES	18,628.47	94,011.87	20,000.00	(74,011.87)	470.1
10-34-60	RECREATION FEES	23,175.00	82,020.54	90,000.00	7,979.46	91.1
10-34-78	PARK & CITY HALL RESERVATIONS	610.00	3,585.00	3,500.00	(85.00)	102.4
10-34-79	CITY CELEB. & SPONSORSHIPS	1,790.00	3,289.00	9,000.00	5,711.00	36.5
10-34-82	CEMETERY INTERMENT	1,100.00	11,950.00	15,000.00	3,050.00	79.7
10-34-90	MISC. INCOME & CONCESSIONS	1,733.96	6,017.53	2,000.00	(4,017.53)	300.9
	TOTAL CHARGES FOR SERVICES	47,037.43	200,873.94	139,500.00	(61,373.94)	144.0
	MISCELLANEOUS REVENUE					
10-36-10	INTEREST EARNINGS	7,742.04	46,954.06	20,000.00	(26,954.06)	234.8
10-36-20	DONATIONS	.00	3,615.00	2,000.00	(1,615.00)	180.8
10-36-90	MISCELLANEOUS	.00	1,689.56	1,000.00	(689.56)	169.0
	TOTAL MISCELLANEOUS REVENUE	7,742.04	52,258.62	23,000.00	(29,258.62)	227.2

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CONTRIBUTIONS & TRANSFERS					
10-39-10	BEGINNING BALANCE	.00	.00	800,000.00	800,000.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	800,000.00	800,000.00	.0
	TOTAL FUND REVENUE	596,292.24	4,443,455.90	4,351,386.00	(92,069.90)	102.1

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
10-41-10	MAYOR AND COUNCIL WAGES	4,128.34	40,679.30	47,413.00	6,733.70	85.8
10-41-13	EMPLOYEE BENEFITS	600.26	5,479.56	7,375.00	1,895.44	74.3
10-41-33	TRAINING AND EDUCATION	250.00	250.00	9,000.00	8,750.00	2.8
10-41-35	COMMUNITY SERVICE CONTRACTS	500.00	1,000.00	3,000.00	2,000.00	33.3
	TOTAL GENERAL GOVERNMENT	5,478.60	47,408.86	66,788.00	19,379.14	71.0
	ADMINISTRATIVE SERVICES					
10-44-11	SALARIES AND WAGES	8,268.15	82,464.52	116,024.00	33,559.48	71.1
10-44-13	EMPLOYEE BENEFITS	1,802.42	35,424.25	49,719.00	14,294.75	71.3
10-44-20	MILEAGE REIMBURSEMENT	.00	374.08	800.00	425.92	46.8
10-44-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	150.00	955.50	1,000.00	44.50	95.6
10-44-24	POSTAGE	.00	2,098.73	5,000.00	2,901.27	42.0
10-44-25	EQUIPMENT & SUPPLIES	40.00	427.98	1,000.00	572.02	42.8
10-44-26	EQUIPMENT LEASE & MAINTENANCE	1,101.61	6,743.05	16,500.00	9,756.95	40.9
10-44-33	TRAINING & EDUCATION	.00	882.88	4,000.00	3,117.12	22.1
10-44-38	AUDITOR & ACCOUNTING SUPPORT	.00	5,940.00	16,500.00	10,560.00	36.0
10-44-63	IT SUPPORT & CONTRACTS	.00	4,591.26	7,100.00	2,508.74	64.7
10-44-65	EMERGENCY MANAGEMENT	.00	.00	2,000.00	2,000.00	.0
10-44-69	OFFICE SUPPLIES & EXPENSE	2.69	1,600.13	4,000.00	2,399.87	40.0
10-44-75	RISK MANAGEMENT	618.40	39,843.68	40,000.00	156.32	99.6
10-44-95	CREDIT CARD PROCESSING FEES	146.79	1,294.29	1,000.00	(294.29)	129.4
10-44-98	BANK SERVICE CHARGES	75.00	760.00	1,000.00	240.00	76.0
	TOTAL ADMINISTRATIVE SERVICES	12,205.06	183,400.35	265,643.00	82,242.65	69.0
	PUBLIC WORKS					
10-48-11	SALARIES AND WAGES	9,223.15	91,677.83	167,300.00	75,622.17	54.8
10-48-13	EMPLOYEE BENEFITS & RETIREMENT	2,431.57	51,131.05	111,012.00	59,880.95	46.1
10-48-15	ON CALL PAY	.00	1,511.00	5,950.00	4,439.00	25.4
10-48-20	OVERTIME	1,386.12	18,988.12	14,000.00	(4,988.12)	135.6
10-48-23	TRAVEL AND EDUCATION	32.00	181.06	360.00	178.94	50.3
10-48-25	EQUIPMENT, SUPPLIES & MAINT.	301.82	5,147.05	9,000.00	3,852.95	57.2
10-48-26	MUNICIPAL BLDGS. OPER. & MAINT	2,279.37	14,905.41	24,260.00	9,354.59	61.4
10-48-54	PROT. CLOTHING & EQUIPMENT	.00	4,749.78	3,000.00	(1,749.78)	158.3
10-48-65	FLEET OPERATIONS & MAINTENANCE	658.58	5,632.48	4,250.00	(1,382.48)	132.5
10-48-67	FLEET FUEL	987.35	8,161.20	12,865.00	4,703.80	63.4
10-48-69	OFFICE SUPPLIES & EXPENSE	.00	1,208.13	1,300.00	91.87	92.9
10-48-70	FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
10-48-75	CROSSWALK POWER	55.05	439.75	900.00	460.25	48.9
10-48-77	PUBLIC FACILITIES HEATING	1,027.36	5,156.79	5,000.00	(156.79)	103.1
10-48-82	PUBLIC FACILITIES POWER	983.72	10,138.02	14,000.00	3,861.98	72.4
10-48-84	STREET LIGHTING PWR & MNT.	3,896.27	36,954.56	52,000.00	15,045.44	71.1
	TOTAL PUBLIC WORKS	23,262.36	255,982.23	435,197.00	179,214.77	58.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXECUTIVE					
10-49-11	SALARIES AND WAGES	13,913.15	132,806.96	190,613.00	57,806.04	69.7
10-49-13	EMPLOYEE BENEFITS	3,403.58	62,495.38	111,966.00	49,470.62	55.8
10-49-20	MILEAGE REIMBURSEMENTS	.00	.00	750.00	750.00	.0
10-49-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	20.00	1,385.64	3,000.00	1,614.36	46.2
10-49-23	TRAVEL AND EDUCATION	206.50	2,824.69	6,000.00	3,175.31	47.1
10-49-24	POSTAGE	.00	.00	320.00	320.00	.0
10-49-25	NEW EQUIPMENT PURCHASE	482.90	4,417.44	17,000.00	12,582.56	26.0
10-49-37	ATTORNEY	571.00	23,257.00	33,000.00	9,743.00	70.5
10-49-62	MISCELLANEOUS	63.45	139.61	12,000.00	11,860.39	1.2
10-49-63	IT SUPPORT & CONTRACTS	1,528.76	20,676.19	36,000.00	15,323.81	57.4
10-49-65	EMP. AWARDS, REC. & EVENTS	43.57	2,775.24	13,000.00	10,224.76	21.4
10-49-66	EDUCATION REIMB. PROGRAM	.00	456.00	6,000.00	5,544.00	7.6
10-49-67	EMP. BENEFITS & BONUS PROGRAM	.00	13,100.00	13,000.00	(100.00)	100.8
10-49-68	WELLNESS PROGRAM	.00	100.00	2,000.00	1,900.00	5.0
10-49-69	OFFICE SUPPLIES & EXPENSE	345.29	3,280.78	5,000.00	1,719.22	65.6
10-49-70	CELLULAR & RADIO SERV. & EQUIP	913.37	9,283.76	12,000.00	2,716.24	77.4
10-49-72	LEGAL ADVERTISING	.00	6,313.86	9,000.00	2,686.14	70.2
10-49-80	UTAH LEAGUE MEMBERSHIP	.00	5,711.66	5,500.00	(211.66)	103.9
10-49-82	CITY NEWSLETTER	373.09	3,626.16	4,500.00	873.84	80.6
10-49-83	ECONOMIC DEVELOPMENT	.00	.00	5,000.00	5,000.00	.0
10-49-85	VOLUNTEERISM PROGRAM	.00	.00	2,000.00	2,000.00	.0
10-49-88	RECORDERS OFFICE	602.70	1,189.64	8,000.00	6,810.36	14.9
10-49-89	ELECTIONS	.00	19,583.09	20,000.00	416.91	97.9
10-49-90	CITY CELEBRATIONS & EVENTS	2,250.00	52,355.13	78,500.00	26,144.87	66.7
10-49-91	YOUTH COUNCIL	144.98	2,067.89	8,000.00	5,932.11	25.9
10-49-92	MISS WEST POINT PAGEANT	.00	15.34	19,600.00	19,584.66	.1
10-49-93	SENIOR PROGRAM	533.97	2,823.94	2,500.00	(323.94)	113.0
10-49-94	COMMUNITY GARDEN	.00	.00	300.00	300.00	.0
10-49-96	YOUTH COURT	.00	.00	5,000.00	5,000.00	.0
10-49-97	COVID-19	.00	180,432.13	200,000.00	19,567.87	90.2
10-49-98	ARTS COUNCIL	.00	.00	5,000.00	5,000.00	.0
	TOTAL EXECUTIVE	25,396.31	551,117.53	834,549.00	283,431.47	66.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
10-52-11	SALARIES AND WAGES	14,124.20	137,423.26	291,781.00	154,357.74	47.1
10-52-13	EMPLOYEE BENEFITS & RETIREMENT	3,116.25	61,383.96	143,510.00	82,126.04	42.8
10-52-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	860.00	1,000.00	140.00	86.0
10-52-23	TRAVEL, EDUCATION & CERTIFICAT	119.53	1,328.59	4,000.00	2,671.41	33.2
10-52-25	EQUIPMENT & SUPPLIES	.00	1,926.46	2,000.00	73.54	96.3
10-52-51	GIS	.00	722.00	1,750.00	1,028.00	41.3
10-52-62	CONTRACT PLANNING & INSP SERV	.00	1,024.50	5,000.00	3,975.50	20.5
10-52-63	IT SUPPORT & CONTRACTS	.00	862.43	5,000.00	4,137.57	17.3
10-52-65	STATE BUILDING SURCHARGE	.00	3,143.11	1,000.00	(2,143.11)	314.3
10-52-68	PLANNING COMM/BOARD OF ADJ.	113.05	2,938.05	3,000.00	61.95	97.9
10-52-69	OFFICE SUPPLIES & EXPENSE	208.44	650.11	500.00	(150.11)	130.0
10-52-85	CODE ENFORCEMENT	.00	773.08	4,000.00	3,226.92	19.3
	TOTAL COMMUNITY DEVELOPMENT	17,681.47	213,035.55	462,541.00	249,505.45	46.1
	ENGINEERING					
10-53-11	SALARIES AND WAGES	3,328.66	34,486.58	43,452.00	8,965.42	79.4
10-53-13	EMP. BENEFITS & RETIREMENT	807.50	14,312.66	21,915.00	7,602.34	65.3
10-53-21	BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	200.00	1,000.00	800.00	20.0
10-53-23	TRAVEL, EDUCATION & CERTIFICAT	.00	1,914.78	4,000.00	2,085.22	47.9
10-53-25	EQUIPMENT & SUPPLIES	707.00	1,820.44	5,500.00	3,679.56	33.1
10-53-51	GIS	.00	3,727.91	3,000.00	(727.91)	124.3
10-53-63	IT SUPPORT & CONTRACTS	.00	.00	5,400.00	5,400.00	.0
10-53-69	OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-53-70	ENGINEERING SERVICES	.00	862.50	22,000.00	21,137.50	3.9
	TOTAL ENGINEERING	4,843.16	57,324.87	106,767.00	49,442.13	53.7
	PUBLIC SAFETY & EMERGENCY PLAN					
10-54-11	CROSSING GUARDS	4,763.95	33,932.95	60,011.00	26,078.05	56.5
10-54-13	EMPLOYEE BENEFITS & RETIREMENT	475.28	3,369.27	5,949.00	2,579.73	56.6
10-54-15	CROSSING GUARD SUPPLIES/EQUIP.	.00	188.00	1,000.00	812.00	18.8
10-54-60	ANIMAL CONTROL	4,946.92	31,905.32	55,000.00	23,094.68	58.0
10-54-62	POLICE SERVICES	22,557.00	203,013.00	283,250.00	80,237.00	71.7
10-54-65	NARCOTICS STRIKE FORCE	.00	8,743.68	8,800.00	56.32	99.4
10-54-75	HOMETOWN SECURITY (EPRT)	.00	.00	4,000.00	4,000.00	.0
	TOTAL PUBLIC SAFETY & EMERGENCY PLAN	32,743.15	281,152.22	418,010.00	136,857.78	67.3

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS AND CEMETERY					
10-70-11	SALARIES AND WAGES	2,584.00	43,668.13	104,008.00	60,339.87	42.0
10-70-13	EMPLOYEE BENEFITS & RETIREMENT	594.32	13,782.63	10,305.00	(3,477.63)	133.8
10-70-20	UNIFORMS	.00	600.00	600.00	.00	100.0
10-70-25	EQUIPMENT & SUPPLIES	819.52	9,830.80	14,000.00	4,169.20	70.2
10-70-26	BUILDING AND GROUNDS	31,065.62	53,296.06	68,600.00	15,303.94	77.7
10-70-29	PARK & CEMETERY LIGHTS	436.30	2,486.32	3,400.00	913.68	73.1
10-70-61	MISC. SERVICES AND SUPPLIES	.00	.00	1,200.00	1,200.00	.0
10-70-69	OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
10-70-70	GATEWAYS & PUBLIC PROPERTIES	1,077.81	3,342.84	4,000.00	657.16	83.6
	TOTAL PARKS AND CEMETERY	36,577.57	127,006.78	206,613.00	79,606.22	61.5
	RECREATION					
10-71-11	SALARIES AND WAGES	11,881.65	117,649.37	170,649.00	52,999.63	68.9
10-71-13	EMPLOYEE BENEFITS & RETIREMENT	2,286.83	49,815.36	80,441.00	30,625.64	61.9
10-71-20	RECREATION PROGRAM MARKETING	340.89	2,103.57	1,000.00	(1,103.57)	210.4
10-71-23	TRAVEL & EDUCATION	324.50	1,592.66	2,400.00	807.34	66.4
10-71-26	BUILDING AND GROUNDS	13.29	337.43	2,300.00	1,962.57	14.7
10-71-30	BACKGROUND CHECKS	.00	512.95	2,000.00	1,487.05	25.7
10-71-60	SOCCER	.00	14,112.54	12,000.00	(2,112.54)	117.6
10-71-67	JUNIOR JAZZ	1,358.91	6,847.08	23,000.00	16,152.92	29.8
10-71-68	FOOTBALL	660.00	29,663.93	34,500.00	4,836.07	86.0
10-71-69	OFFICE SUPPLIES & EXPENSE	22.41	173.70	250.00	76.30	69.5
10-71-71	BASEBALL/SOFTBALL	.00	16,997.42	20,500.00	3,502.58	82.9
10-71-73	VOLLEYBALL	.00	888.10	3,000.00	2,111.90	29.6
10-71-74	TENNIS	.00	.00	5,000.00	5,000.00	.0
	TOTAL RECREATION	16,888.48	240,694.11	357,040.00	116,345.89	67.4
	TRANSFERS, CONT. & OTHER USES					
10-90-63	CLASS C TRANS. TO SPECIAL REV.	.00	243,553.49	400,000.00	156,446.51	60.9
10-90-70	TRANS. DEBT. SERV. CITY HALL	.00	.00	107,055.00	107,055.00	.0
10-90-86	TRANSFER TO CAP. PROJ. FUND	.00	.00	691,183.00	691,183.00	.0
	TOTAL TRANSFERS, CONT. & OTHER USES	.00	243,553.49	1,198,238.00	954,684.51	20.3
	TOTAL FUND EXPENDITURES	175,076.16	2,200,675.99	4,351,386.00	2,150,710.01	50.6
	NET REVENUE OVER EXPENDITURES	421,216.08	2,242,779.91	.00	(2,242,779.91)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

SPECIAL REVENUE FUND

	ASSETS			
45-1190	CASH - ALLOCATION TO OTHER FUN		5,534,716.15	
45-1411	DUE FROM OTHER GOVT. UNITS		31,061.70	
	TOTAL CURRENT ASSETS			5,565,777.85
	TOTAL ASSETS			5,565,777.85
	LIABILITIES AND EQUITY			
	LIABILITIES			
45-2131	ACCOUNTS PAYABLE		226,650.96	
	TOTAL LIABILITIES			226,650.96
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
45-2980	UNASSIGNED FUNDS	432,532.61		
45-2985	RESTRICTED FOR LOCAL OPTION RD	274,836.98		
45-2990	RESTRICTED FOR CLASS C ROADS	1,135,528.24		
45-2995	RESTRICTED FOR IMPACT FEES	2,782,662.56		
	REVENUE OVER EXPENDITURES - YTD	713,566.50		
	BALANCE - CURRENT DATE		5,339,126.89	
	TOTAL FUND EQUITY			5,339,126.89
	TOTAL LIABILITIES AND EQUITY			5,565,777.85

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEVELOPMENT FEES					
45-30-57	ROAD IMPACT FEES	45,200.00	223,990.00	152,900.00	(71,090.00)	146.5
45-30-70	PARK AND TRAILS IMPACT FEES	71,380.64	356,767.72	238,086.00	(118,681.72)	149.9
45-30-75	NORTH DAVIS SEWER IMPACT FEES	109,592.00	547,696.00	352,600.00	(195,096.00)	155.3
45-30-80	N.D. FIRE IMPACT FEES	5,615.03	32,772.98	13,868.00	(18,904.98)	236.3
45-30-99	BEGINNING BALANCE	.00	.00	182,712.00	182,712.00	.0
	TOTAL DEVELOPMENT FEES	231,787.67	1,161,226.70	940,166.00	(221,060.70)	123.5
	OTHER FINANCING SOURCES					
45-33-90	TRANSFER FROM OTHER FUNDS	.00	243,553.49	400,000.00	156,446.51	60.9
45-33-93	LOCAL OPTION ROADS	13,298.29	132,476.46	125,000.00	(7,476.46)	106.0
45-33-96	ARPA WEST POINT CITY DIRECT	.00	.00	1,296,768.00	1,296,768.00	.0
45-33-97	ARPA NEU DAVIS COUNTY	.00	.00	25,000,000.00	25,000,000.00	.0
	TOTAL OTHER FINANCING SOURCES	13,298.29	376,029.95	26,821,768.00	26,445,738.05	1.4
	TOTAL FUND REVENUE	245,085.96	1,537,256.65	27,761,934.00	26,224,677.35	5.5

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SPECIAL FUND PROJECTS					
45-51-15	PARKS/TRAILS IMPACT FEE PROJ.	.00	.00	1,648.00	1,648.00	.0
45-51-71	ROADS/PED. WALKWAYS IMPACT FEE	17,436.03	17,436.03	57,798.00	40,361.97	30.2
45-51-80	N.D. SEWER IMPACT FEES	83,720.00	518,728.00	352,600.00	(166,128.00)	147.1
45-51-85	N.D. FIRE IMPACT FEES	3,929.38	28,642.60	13,868.00	(14,774.60)	206.5
45-51-91	ARPA WEST POINT CITY DIRECT	.00	.00	1,296,768.00	1,296,768.00	.0
45-51-92	ARPA NEU DAVIS COUNTY	.00	.00	25,000,000.00	25,000,000.00	.0
45-51-93	LOCAL OPTION ROADS	.00	.00	466,309.00	466,309.00	.0
45-51-95	CLASS C ROAD EXPENDITURES	16,924.20	258,883.52	550,480.00	291,596.48	47.0
45-51-97	ROAD & SIDEWALK GRANT PROJECTS	.00	.00	22,463.00	22,463.00	.0
	TOTAL SPECIAL FUND PROJECTS	122,009.61	823,690.15	27,761,934.00	26,938,243.85	3.0
	TOTAL FUND EXPENDITURES	122,009.61	823,690.15	27,761,934.00	26,938,243.85	3.0
	NET REVENUE OVER EXPENDITURES	123,076.35	713,566.50	.00	(713,566.50)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

CAPITAL PROJECTS FUND

	ASSETS			
48-1190	CASH ALLOCATION TO OTHER FUNDS		4,169,625.95	
	TOTAL CURRENT ASSETS			4,169,625.95
	TOTAL ASSETS			4,169,625.95
	LIABILITIES AND EQUITY			
	LIABILITIES			
48-2131	ACCOUNTS PAYABLE		19,408.41	
	TOTAL LIABILITIES			19,408.41
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
48-2980	UNASSIGNED FUNDS	852,427.19		
48-2985	COMMITTED TO CAPITAL PROJECTS	3,733,604.81		
	REVENUE OVER EXPENDITURES - YTD	(435,814.46)		
	BALANCE - CURRENT DATE		4,150,217.54	
	TOTAL FUND EQUITY			4,150,217.54
	TOTAL LIABILITIES AND EQUITY			4,169,625.95

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
48-30-39	MISC. REVENUE	.00	124,009.00	.00	(124,009.00)	.0
48-30-45	CEMETERY PERMIT & PERPET. CARE	5,400.00	37,590.00	147,057.00	109,467.00	25.6
48-30-90	BEGINNING BALANCE	.00	.00	1,552,264.00	1,552,264.00	.0
	TOTAL REVENUE	5,400.00	161,599.00	1,699,321.00	1,537,722.00	9.5
	OTHER FINANCING SOURCES					
48-33-10	TRANSFER FROM GENERAL FUND	.00	.00	691,183.00	691,183.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	691,183.00	691,183.00	.0
	TOTAL FUND REVENUE	5,400.00	161,599.00	2,390,504.00	2,228,905.00	6.8

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAP. PROJ. FUND FINANCING USES					
48-51-15	BUILDINGS	.00	2,116.00	60,980.00	58,864.00	3.5
48-51-20	ROAD PROJECTS	.00	2,321.00	565,158.00	562,837.00	.4
48-51-25	PARK IMPROVEMENT PROJECTS	2,827.00	575,732.56	1,030,109.00	454,376.44	55.9
48-51-43	CAPITAL EQUIPMENT REPLACEMENT	.00	15,493.90	66,200.00	50,706.10	23.4
48-51-44	VEHICLE REPLACEMENT	.00	.00	11,000.00	11,000.00	.0
48-51-53	5 YEAR CIP	1,750.00	1,750.00	510,000.00	508,250.00	.3
48-51-70	CEMETERY PERPETUAL CARE	.00	.00	147,057.00	147,057.00	.0
	TOTAL CAP. PROJ. FUND FINANCING USES	4,577.00	597,413.46	2,390,504.00	1,793,090.54	25.0
	TOTAL FUND EXPENDITURES	4,577.00	597,413.46	2,390,504.00	1,793,090.54	25.0
	NET REVENUE OVER EXPENDITURES	823.00	(435,814.46)	.00	435,814.46	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

WASTE FUND

	ASSETS			
51-1075	UTILITY CASH CLEARING		(2,732.26)	
51-1190	CASH-ALLOCATION FROM GEN.FUND		796,622.46	
51-1311	WASTE ACCOUNTS RECEIVABLE		181,517.70	
51-1312	ALLOWANCE FOR BAD DEBTS		(14,106.98)	
51-1411	DUE FROM OTHER GOVERNMENT		13,840.24	
51-1502	DEFERRED OUTFLOWS - PENSION		25,715.00	
	TOTAL CURRENT ASSETS			1,000,856.16
	PROPERTY AND EQUIPMENT			
51-1601	CONSTRUCTION IN PROGRESS		2,980.00	
51-1631	IMPROVEMENTS OTHER THAN BLDGS.		5,377,858.43	
51-1651	MACHINERY AND EQUIPMENT		373,252.71	
51-1690	ACCUMULATED DEPRECIATION		(1,794,838.98)	
	TOTAL PROPERTY AND EQUIPMENT			3,959,252.16
	TOTAL ASSETS			4,960,108.32
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-2131	ACCOUNTS PAYABLE		283,375.77	
51-2140	CUSTOMER DEPOSITS PAYABLE		21,300.00	
51-2141	COMPENSATED ABSENCES PAYABLE		23,091.91	
51-2201	NET PENSION LIABILITY		13,734.00	
51-2202	DEFERRED INFLOWS - PENSION		38,658.00	
51-2250	WAGES PAYABLE		5,199.60	
	TOTAL LIABILITIES			385,359.28
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	4,206,400.08		
51-2995	RESTRICTED - SEWER IMPACT FEES	338,432.42		
	REVENUE OVER EXPENDITURES - YTD	29,916.54		
	BALANCE - CURRENT DATE		4,574,749.04	
	TOTAL FUND EQUITY			4,574,749.04
	TOTAL LIABILITIES AND EQUITY			4,960,108.32

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WASTE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
51-37-17	PENALTIES	370.00	1,750.00	10,000.00	8,250.00	17.5
51-37-26	SEWER FEES	125,793.19	1,018,416.97	1,100,000.00	81,583.03	92.6
51-37-50	GARBAGE COLLECTION FEES	47,867.50	422,713.61	500,000.00	77,286.39	84.5
51-37-60	GREENWASTE COLLECTION FEES	10,191.87	91,379.70	110,000.00	18,620.30	83.1
51-37-70	RECYCLE COLLECTION FEES	11,872.29	106,151.49	130,000.00	23,848.51	81.7
	TOTAL OPERATING REVENUE	196,094.85	1,640,411.77	1,850,000.00	209,588.23	88.7
	OTHER FINANCING SOURCES					
51-38-05	SEWER IMPACT FEES	.00	57,890.00	82,700.00	24,810.00	70.0
51-38-15	CAN PURCHASE	5,440.00	28,305.00	17,000.00	(11,305.00)	166.5
51-38-80	INTEREST EARNINGS	.00	.00	10,000.00	10,000.00	.0
51-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	5,440.00	86,195.00	129,700.00	43,505.00	66.5
	TRANSFERS					
51-39-95	BEGINNING FUND BALANCE	.00	.00	44,417.00	44,417.00	.0
51-39-96	SEWER IMPACT FEE BALANCE	.00	.00	229,303.00	229,303.00	.0
	TOTAL TRANSFERS	.00	.00	273,720.00	273,720.00	.0
	TOTAL FUND REVENUE	201,534.85	1,726,606.77	2,253,420.00	526,813.23	76.6

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WASTE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
51-81-11	SALARIES AND WAGES	14,803.29	147,943.24	212,007.00	64,063.76	69.8
51-81-13	BENEFITS AND BONUS	3,454.17	66,701.24	125,506.00	58,804.76	53.2
51-81-15	ON CALL PAY	.00	216.00	850.00	634.00	25.4
51-81-20	OVERTIME	.00	.00	2,000.00	2,000.00	.0
51-81-27	LIFT STATION PUMPS	125.93	977.86	2,400.00	1,422.14	40.7
51-81-42	GARBAGE	44,459.59	381,491.33	363,000.00	(18,491.33)	105.1
51-81-43	GREENWASTE	9,951.30	81,274.83	98,000.00	16,725.17	82.9
51-81-44	RECYCLING	9,475.41	73,464.04	88,000.00	14,535.96	83.5
51-81-49	SEWER COLLECTION AND DISPOSAL	74,108.35	656,746.54	668,000.00	11,253.46	98.3
51-81-55	SEWER MAINTENANCE AND REPAIR	91.81	27,231.69	30,000.00	2,768.31	90.8
51-81-63	IT SUPPORT & CONTRACTS	686.55	15,466.48	23,825.00	8,358.52	64.9
51-81-65	UTILITY REFUNDS	.00	.00	1,500.00	1,500.00	.0
	TOTAL PRIMARY OPERATING EXPENSES	157,156.40	1,451,513.25	1,615,088.00	163,574.75	89.9
	MATERIALS AND SUPPLIES					
51-82-24	UTILITY BILLS - POSTAGE/EQUIP.	778.75	6,920.77	11,000.00	4,079.23	62.9
51-82-47	CAN PURCHASE	.00	44,045.00	27,000.00	(17,045.00)	163.1
51-82-60	TRAVEL AND EDUCATION	777.22	2,294.22	1,500.00	(794.22)	153.0
51-82-61	MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	1,000.00	1,000.00	.0
	TOTAL MATERIALS AND SUPPLIES	1,555.97	53,259.99	40,500.00	(12,759.99)	131.5
	WASTE - OTHER EXPENSES					
51-84-05	SEWER IMPACT FEE PROJECTS	.00	144,924.02	400,000.00	255,075.98	36.2
51-84-20	RISK MANAGEMENT	140.54	9,053.16	10,000.00	946.84	90.5
51-84-30	DEPRECIATION	.00	.00	85,000.00	85,000.00	.0
51-84-35	CREDIT CARD PROCESSING FEES	1,262.40	10,105.50	8,100.00	(2,005.50)	124.8
51-84-39	AUDITOR & ACCOUNTING SUPPORT	.00	2,160.00	6,000.00	3,840.00	36.0
51-84-44	VEHICLE REPLACEMENT	.00	.00	11,000.00	11,000.00	.0
51-84-81	IT	.00	.00	4,000.00	4,000.00	.0
51-84-83	CAPITAL IMPROVEMENTS	545.63	19,921.76	34,732.00	14,810.24	57.4
51-84-84	BLUE STAKES	.00	1,671.95	1,000.00	(671.95)	167.2
51-84-90	FLEET	493.68	4,080.60	8,000.00	3,919.40	51.0
51-84-97	FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
	TOTAL WASTE - OTHER EXPENSES	2,442.25	191,916.99	577,832.00	385,915.01	33.2
	TRANSFERS & CONTINGENCIES					
51-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	161,154.62	1,696,690.23	2,253,420.00	556,729.77	75.3
NET REVENUE OVER EXPENDITURES	40,380.23	29,916.54	.00	(29,916.54)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

WATER FUND

	ASSETS			
55-1190	CASH-ALLOCATION FROM GEN. FUND		2,121,086.47	
55-1311	WATER ACCOUNTS RECEIVABLE		1,786,492.33	
55-1312	ALLOWANCE FOR BAD DEBTS		(3,000.00)	
55-1502	DEFERRED OUTFLOWS - PENSION		27,327.00	
	TOTAL CURRENT ASSETS			3,931,905.80
	PROPERTY AND EQUIPMENT			
55-1601	WATER RIGHTS		88,000.00	
55-1611	LAND		55,500.00	
55-1621	BUILDINGS		60,000.00	
55-1631	IMPROVEMST.OTHER THAN BLDGS.		4,980,300.89	
55-1651	MACHINERY & EQUIPMENT		199,637.07	
55-1690	ACCUMULATED DEPRECIATION		(1,325,844.60)	
	TOTAL PROPERTY AND EQUIPMENT			4,057,593.36
	TOTAL ASSETS			7,989,499.16
	LIABILITIES AND EQUITY			
	LIABILITIES			
55-2131	ACCOUNTS PAYABLE		111,996.87	
55-2140	CUSTOMER DEPOSITS PAYABLE		143,010.42	
55-2141	COMPENSATED ABSENCES PAYABLE		26,330.90	
55-2201	NET PENSION LIABILITY		9,083.00	
55-2202	DEFERRED INFLOWS - PENSION		44,005.00	
55-2250	WAGES PAYABLE		5,977.87	
	TOTAL LIABILITIES			340,404.06
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
55-2980	BEGINNING OF YEAR	5,565,365.07		
55-2995	RESTRICTED - WATER IMPACT FEES	388,134.24		
	REVENUE OVER EXPENDITURES - YTD	1,695,595.79		
	BALANCE - CURRENT DATE		7,649,095.10	
	TOTAL FUND EQUITY			7,649,095.10
	TOTAL LIABILITIES AND EQUITY			7,989,499.16

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
55-37-11	METERED WATER SALES	68,140.60	2,264,134.88	800,000.00	(1,464,134.88)	283.0
55-37-13	SECONDARY WATER SALES	73,693.67	650,143.14	820,000.00	169,856.86	79.3
55-37-14	CONNECTION FEES - WATER	3,500.00	25,940.00	11,500.00	(14,440.00)	225.6
55-37-17	PENALTIES	.00	481.50	10,000.00	9,518.50	4.8
	TOTAL OPERATING REVENUE	145,334.27	2,940,699.52	1,641,500.00	(1,299,199.52)	179.2
	OTHER FINANCING SOURCES					
55-38-05	WATER IMPACT FEES	11,120.00	80,064.00	36,696.00	(43,368.00)	218.2
55-38-55	MISCELLANEOUS REVENUE	.00	85,000.00	.00	(85,000.00)	.0
55-38-80	INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
55-38-95	FUND RESERVES	.00	.00	396,428.00	396,428.00	.0
55-38-96	WATER IMPACT FEE BALANCE	.00	.00	176,779.00	176,779.00	.0
55-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	11,120.00	165,064.00	649,903.00	484,839.00	25.4
	TOTAL FUND REVENUE	156,454.27	3,105,763.52	2,291,403.00	(814,360.52)	135.5

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
55-81-11	SALARIES AND WAGES	16,911.44	168,897.98	250,247.00	81,349.02	67.5
55-81-13	BENEFITS AND BONUS	3,941.77	76,757.43	150,880.00	74,122.57	50.9
55-81-15	ON CALL PAY	.00	432.00	1,700.00	1,268.00	25.4
55-81-20	OVERTIME	.00	.00	4,000.00	4,000.00	.0
55-81-28	WELLS & WATER TANK POWER	1,946.77	5,854.59	11,500.00	5,645.41	50.9
55-81-35	HOOPER WATER DISTRICT	.00	105.00	1,500.00	1,395.00	7.0
55-81-41	WATER MAINTENANCE	4,873.15	14,666.26	18,000.00	3,333.74	81.5
55-81-42	WATER SAMPLE TESTING	.00	1,709.00	5,000.00	3,291.00	34.2
55-81-43	SECONDARY WATER	70,251.57	622,798.57	770,000.00	147,201.43	80.9
55-81-45	REGISTRATION & OTHER EXPENSES	.00	75.00	1,000.00	925.00	7.5
55-81-60	TRAVEL AND EDUCATION	.00	1,263.00	4,140.00	2,877.00	30.5
55-81-63	IT SUPPORT & CONTRACTS	437.29	98,324.74	24,000.00	(74,324.74)	409.7
	TOTAL PRIMARY OPERATING EXPENSES	98,361.99	990,883.57	1,241,967.00	251,083.43	79.8
	WATER - MATERIALS AND SUPPLIES					
55-82-24	UTILITY BILLS - POSTAGE/EQUIP	778.75	7,440.78	8,250.00	809.22	90.2
55-82-47	MISC. SUPPLIES & DEPOSIT SLIPS	.00	.00	750.00	750.00	.0
55-82-50	WATER METERS	59,494.75	111,255.10	115,000.00	3,744.90	96.7
	TOTAL WATER - MATERIALS AND SUPPLIES	60,273.50	118,695.88	124,000.00	5,304.12	95.7
	WATER - OTHER EXPENSES					
55-84-05	WATER SYSTEM IMPACT FEE PROJ.	.00	.00	408,429.00	408,429.00	.0
55-84-20	RISK MANAGEMENT	131.18	8,447.99	10,000.00	1,552.01	84.5
55-84-30	DEPRECIATION	.00	.00	80,000.00	80,000.00	.0
55-84-33	CAPITAL PROJECTS & EXPENDITURE	.00	7,466.33	119,087.00	111,620.67	6.3
55-84-35	CREDIT CARD PROCESSING FEES	1,350.48	10,810.56	8,800.00	(2,010.56)	122.9
55-84-38	AUDITOR & ACCOUNTING SUPPORT	.00	2,160.00	6,000.00	3,840.00	36.0
55-84-40	WATER PURCHASE - WEBER BASIN	.00	263,620.00	213,620.00	(50,000.00)	123.4
55-84-44	VEHICLE REPLACEMENT	.00	.00	11,000.00	11,000.00	.0
55-84-82	BLUE STAKES	233.11	942.34	1,500.00	557.66	62.8
55-84-83	IT	.00	.00	2,000.00	2,000.00	.0
55-84-85	ENGINEERING STUDIES & PLANNING	.00	.00	20,000.00	20,000.00	.0
55-84-90	FLEET	863.93	7,141.06	15,000.00	7,858.94	47.6
55-84-97	FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
	TOTAL WATER - OTHER EXPENSES	2,578.70	300,588.28	905,436.00	604,847.72	33.2
	TRANSFERS & CONTINGENCIES					
55-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL TRANSFERS & CONTINGENCIES	.00	.00	20,000.00	20,000.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	161,214.19	1,410,167.73	2,291,403.00	881,235.27	61.5
NET REVENUE OVER EXPENDITURES	(4,759.92)	1,695,595.79	.00	(1,695,595.79)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

STORM WATER UTILITY FUND

	ASSETS			
58-1190	CASH-ALLOCATION FROM GEN. FUND		2,089,398.10	
58-1311	STORM WATER ACCTS. RECEIVABLE		18,442.15	
58-1312	ALLOWANCE FOR BAD DEBTS		(100.00)	
58-1411	DUE FROM OTHER GOVERNMENT		11,275.76	
58-1502	DEFERRED OUTFLOWS - PENSION		11,483.00	
	TOTAL CURRENT ASSETS			2,130,499.01
	PROPERTY AND EQUIPMENT			
58-1611	LAND		102,540.00	
58-1631	IMPROVEMST.OTHER THAN BLDGS.		5,908,150.38	
58-1651	MACHINERY AND EQUIPMENT		87,509.84	
58-1690	ACCUMULATED DEPRECIATION		(1,013,572.95)	
	TOTAL PROPERTY AND EQUIPMENT			5,084,627.27
	TOTAL ASSETS			7,215,126.28
	LIABILITIES AND EQUITY			
	LIABILITIES			
58-2131	ACCOUNTS PAYABLE		1,954.64	
58-2141	COMPENSATED ABSENCES PAYABLE		11,023.47	
58-2201	NET PENSION LIABILITY		13,273.00	
58-2202	DEFERRED INFLOWS - PENSION		13,831.00	
58-2250	WAGES PAYABLE		2,306.84	
	TOTAL LIABILITIES			42,388.95
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
58-2980	BEGINNING OF YEAR	6,006,166.12		
58-2995	RESTRICTED-STORM WTR IMPT FEES	1,122,438.30		
	REVENUE OVER EXPENDITURES - YTD	44,132.91		
	BALANCE - CURRENT DATE		7,172,737.33	
	TOTAL FUND EQUITY			7,172,737.33
	TOTAL LIABILITIES AND EQUITY			7,215,126.28

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OPERATING REVENUE					
58-37-11	STORM SYS. MAINT. & CONST. FEE	16,720.83	148,253.43	185,000.00	36,746.57	80.1
58-37-17	PENALTIES	.00	53.50	1,000.00	946.50	5.4
58-37-90	FUND BALANCE	.00	.00	169,100.00	169,100.00	.0
58-37-91	STORM WATER IMPACT FEE BALANCE	.00	.00	13,937.00	13,937.00	.0
	TOTAL OPERATING REVENUE	16,720.83	148,306.93	369,037.00	220,730.07	40.2
	OTHER FINANCING SOURCES					
58-38-05	STORM WATER IMPACT FEES	.00	26,569.28	105,100.00	78,530.72	25.3
58-38-70	INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
58-38-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	26,569.28	145,100.00	118,530.72	18.3
	TOTAL FUND REVENUE	16,720.83	174,876.21	514,137.00	339,260.79	34.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

STORM WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PRIMARY OPERATING EXPENSES					
58-81-11	SALARIES AND WAGES	6,612.14	66,308.06	78,350.00	12,041.94	84.6
58-81-13	BENEFITS	1,571.33	29,999.34	44,991.00	14,991.66	66.7
58-81-27	STORM SYS. MAINT. & REPAIR	421.00	5,746.24	11,000.00	5,253.76	52.2
58-81-28	CONSTRUCTION	.00	.00	10,000.00	10,000.00	.0
58-81-34	CREDIT CARD FEES	176.15	1,410.05	1,100.00	(310.05)	128.2
58-81-40	SWEEPING & PREVENTATIVE CARE	3,674.81	4,909.96	12,000.00	7,090.04	40.9
58-81-42	STRM SYS MAINT & PHS II COMP.	.00	(337.00)	2,500.00	2,837.00	(13.5)
58-81-43	SECONDARY WATER	.00	.00	5,000.00	5,000.00	.0
	TOTAL PRIMARY OPERATING EXPENSES	12,455.43	108,036.65	164,941.00	56,904.35	65.5
	STORM WTR UTILITY - OTHER EXP.					
58-84-05	STORM SYSTEM IMPACT FEE PROJ.	722.50	14,659.25	119,037.00	104,377.75	12.3
58-84-20	RISK MANAGEMENT	46.85	3,017.26	3,500.00	482.74	86.2
58-84-30	DEPRECIATION	.00	.00	64,000.00	64,000.00	.0
58-84-38	AUDITOR & ACCOUNTING SUPPORT	.00	540.00	1,500.00	960.00	36.0
58-84-44	VEHICLE REPLACEMENT	.00	.00	11,000.00	11,000.00	.0
58-84-83	CAPITAL PROJECTS	.00	3,172.50	117,659.00	114,486.50	2.7
58-84-90	FLEET EXPENSE	123.42	1,317.64	2,500.00	1,182.36	52.7
58-84-97	FLEET LEASES	.00	.00	10,000.00	10,000.00	.0
	TOTAL STORM WTR UTILITY - OTHER EXP.	892.77	22,706.65	329,196.00	306,489.35	6.9
	DEPARTMENT 90					
58-90-99	PENSION	.00	.00	20,000.00	20,000.00	.0
	TOTAL DEPARTMENT 90	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND EXPENDITURES	13,348.20	130,743.30	514,137.00	383,393.70	25.4
	NET REVENUE OVER EXPENDITURES	3,372.63	44,132.91	.00	(44,132.91)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

DEBT SERVICE

	ASSETS			
70-1190	CASH ALLOCATION TO OTHER FUNDS		10,836.81	
	TOTAL CURRENT ASSETS			10,836.81
	TOTAL ASSETS			10,836.81
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
70-2980	UNASSIGNED FUNDS	1,267.81		
70-2990	RESTRICTED FOR DEBT SERVICE	116,653.00		
	REVENUE OVER EXPENDITURES - YTD	(107,084.00)		
	BALANCE - CURRENT DATE		10,836.81	
	TOTAL FUND EQUITY			10,836.81
	TOTAL LIABILITIES AND EQUITY			10,836.81

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TRANSFERS AND CONTRIBUTIONS					
70-39-20	GENERAL FUND TRANSFER	.00	.00	107,055.00	107,055.00	.0
	TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	107,055.00	107,055.00	.0
	TOTAL FUND REVENUE	.00	.00	107,055.00	107,055.00	.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FUNDING USES					
70-84-10	DEBT SERVICE - CITY HALL	.00	106,000.00	106,000.00	.00	100.0
70-84-15	INTEREST ON BONDS	.00	1,084.00	1,055.00	(29.00)	102.8
	TOTAL FUNDING USES	.00	107,084.00	107,055.00	(29.00)	100.0
	TOTAL FUND EXPENDITURES	.00	107,084.00	107,055.00	(29.00)	100.0
	NET REVENUE OVER EXPENDITURES	.00	(107,084.00)	.00	107,084.00	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

CDRA FUND

	ASSETS			
85-1190	CASH ALLOCATION TO OTHER FUNDS		227,904.24	
85-1361	PROPERTY TAXES DEFERRED		13,701.00	
	TOTAL CURRENT ASSETS			241,605.24
	TOTAL ASSETS			241,605.24
	LIABILITIES AND EQUITY			
	LIABILITIES			
85-2275	DEFERRED REVENUE		13,701.00	
	TOTAL LIABILITIES			13,701.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
85-2980	UNASSIGNED FUNDS	45,728.39		
	REVENUE OVER EXPENDITURES - YTD	182,175.85		
	BALANCE - CURRENT DATE		227,904.24	
	TOTAL FUND EQUITY			227,904.24
	TOTAL LIABILITIES AND EQUITY			241,605.24

WEST POINT CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
85-31-10	PROPERTY TAX INCREMENT	193,251.00	193,251.00	140,000.00	(53,251.00)	138.0
	TOTAL REVENUE	193,251.00	193,251.00	140,000.00	(53,251.00)	138.0
	TOTAL FUND REVENUE	193,251.00	193,251.00	140,000.00	(53,251.00)	138.0

WEST POINT CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2022

CDRA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
85-44-65	LONG-TERM DEBT EXPENSE	.00	.00	115,000.00	115,000.00	.0
	TOTAL EXPENDITURES	.00	.00	115,000.00	115,000.00	.0
	DEPARTMENT 84					
85-84-15	INTEREST EXPENSE	.00	11,075.15	25,000.00	13,924.85	44.3
	TOTAL DEPARTMENT 84	.00	11,075.15	25,000.00	13,924.85	44.3
	TOTAL FUND EXPENDITURES	.00	11,075.15	140,000.00	128,924.85	7.9
	NET REVENUE OVER EXPENDITURES	193,251.00	182,175.85	.00	(182,175.85)	.0

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

GENERAL FIXED ASSETS

ASSETS

PROPERTY AND EQUIPMENT

91-1611	LAND		3,924,789.85	
91-1612	INFRASTRUTURE		26,299,270.32	
91-1621	BUILDINGS		2,163,653.16	
91-1631	IMPROVMNTS OTHER THAN BLDGS.		2,583,593.67	
91-1641	OFFICE FURNITURE AND EQUIPMENT		72,662.97	
91-1651	MACHINERY AND EQUIPMENT		628,791.75	
91-1661	AUTOMOBILES AND TRUCKS		926,647.50	
91-1711	CONSTRUCTION WORK IN PROGRESS		123,967.73	
91-1750	ACCUMULATED DEPRECIATION		(6,926,711.53)	
	TOTAL PROPERTY AND EQUIPMENT			29,796,665.42
	TOTAL ASSETS			29,796,665.42

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	29,796,665.42		
	BALANCE - CURRENT DATE		29,796,665.42	
	TOTAL FUND EQUITY			29,796,665.42
	TOTAL LIABILITIES AND EQUITY			29,796,665.42

WEST POINT CITY CORPORATION
BALANCE SHEET
MARCH 31, 2022

FUND 92

	ASSETS			
92-1502	DEFERRED OUTFLOWS OF RESOURCES		93,311.00	
	TOTAL CURRENT ASSETS			93,311.00
	TOTAL ASSETS			93,311.00
	LIABILITIES AND EQUITY			
	LIABILITIES			
92-2000	LONG TERM DEBT ACCOUNT GROUP		723,000.00	
92-2141	COMPENSATED ABSCENCES PAYABLE		84,013.05	
92-2201	NET PENSION LIABILITY		3,104.00	
92-2202	DEFERRED INFLOWS OF RESOURCES		192,040.00	
92-2551	ACCRUED INTEREST PAYABLE		2,901.00	
	TOTAL LIABILITIES			1,005,058.05
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
92-2980	AMT TO BE PROVIDED FOR LT DEBT	(1,399,870.36)		
	REVENUE OVER EXPENDITURES - YTD	488,123.31		
	BALANCE - CURRENT DATE		(911,747.05)	
	TOTAL FUND EQUITY			(911,747.05)
	TOTAL LIABILITIES AND EQUITY			93,311.00

CITY COUNCIL STAFF REPORT

Subject: FY2022 Amended Budget, FY2023 Budget and Fee Schedule
Author: Ryan Harvey
Department: Administrative Services
Date: June 21, 2022

BACKGROUND

Each year cities in the State of Utah are required to adopt a balanced budget. The final budget for Fiscal Year 2022 was adopted last August. The Council may amend the budget at any time during the fiscal year, after holding a public hearing on the matter. Staff would like to propose a few amendments to the FY2022 Budget.

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 adopted the Tentative Budget at the June 1st Council Meeting. The final Budget will need to be adopted either at the June 15th Council Meeting, or, if the Council decides to hold a Truth-in-Taxation Hearing, then the final Budget will be adopted in August. The Council will also need to adopt the FY2022 Schedule of Fees and the FY2022 CDRA Final Budget at the June 15th Council Meeting.

ANALYSIS

FY2022 Amended Budget – Waste Fund

Because of the rapid growth in the City, both revenues and expenditures are higher for both sewer and garbage fees. In order to stay within the budget for the year, staff is recommending the following increases:

Revenues

- Sewer Fees – From $1,100,000 to $1,380,000
- Garbage Collection Fees – From $500,000 to $565,000
- Greenwaste Collection Fees – From $110,000 to $120,000
- Recycle Collection Fees – From $130,000 to $142,000
- Can Purchase – From $17,000 to $40,000

Expenditures

- Garbage – From $363,000 to $500,000
- Greenwaste – From $98,000 to $100,000
- Sewer Collection and Disposal – From $668,000 to $868,000

- Sewer Impact Fees – From $100,000 to $151,000

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.

Fee Schedule

There are quite a few changes to the fee schedule from last year. They include:

- Consolidating the Commercial Business License Fee into one line instead of listing them all out separately
- Changing Home Occupation from $50 to $0
- Adding a fee from the Large Format Printer of $2 per ft. for regular paper and $3 per ft. for premium paper
- Changing "Board of Adjustment" to "Appeals Authority"
- Eliminating "$150 if notices must be sent out" from Conditional Use Permit – Planning Commission
- Adding General Plan Amendment application for $300
- Adding Final Site Plan Review Fee (Commercial) for $600/site plan
- Changing the heading SITE DEVELOPMENT REVIEW to SUBDIVISION FEES
- Adding Subdivision Plat Amendment for $300
- Eliminating Final Site Plan Review Fee (Commercial)
- Changing Storm Drain Impact Fee to $3,674 per acre for Residential and Commercial
- Adding Sewer Impact Fee – Proposed Annexation Area for $5,200/ERU
- Changing North Davis Fire District Impact Fee (Single Family) to $181.13
- Changing North Davis Fire District Impact Fee (Multi-Family) to $181.13
- Adding Swimming Pool for $150

There are also a few more changes that staff is working on and will discuss with the Council in July, and look to adopt with the Final Budget in August. They include:

- Re-evaluating Garbage Fees – with the increase in the fees that the City is paying to our new hauler, staff is conducting an analysis and will come with a few options for increases to those fees.
- Staff is looking into an increased fee to high water users due to the lower amount of water that the City has been granted this year.

Property Tax Rate

At the June 7th Council Meeting, the City Council expressed a desire to move forward with the Truth-in-Taxation process. The Council will need to make a motion in the Council Meeting indicating that desire. The certified tax rate for 2022 is .000644. That is down from the rate that the Council adopted last year of .000831. The Council needs to decide what rate to declare for the TNT, and it cannot adopt anything above that rate. In the past, the rate that the Council has decided on has always been the rate from the year before, which in this case would be .000831. This is the amount that the residents will see on their notices that they receive in the mail.

Proposed Rate	Projected Revenue	Amount over Certified Rate
0.000831 – 2021 Rate	$824,052	$185,437
0.000820	$813,144	$174,529
0.000800	$793,311	$154,696
0.000780	$773,478	$134,863
0.000760	$753,645	$115,030
0.000740	$733,812	$95,197
0.000737 – midpoint	$730,838	$92,223
0.000720	$713,980	$75,365
0.000700	$694,147	$55,532
0.000699 – CPI 8.6%	$693,155	$54,840
0.000680	$674,314	$35,699
0.000660	$654,481	$15,866
0.000644 – 2022 Certified Rate	$638,615	$0

Below is a chart showing the Certified and Adopted Rates since 2006, the year that North Davis Fire District was formed. The Highlighted numbers are the years the Council adopted a rate above the certified rate:

Year	Certified Rate	Adopted Rate	Revenue
2022	0.000644	TBD	TBD
2021	0.000792	0.000831	598,455
2020	0.000877	0.000910	544,484
2019	0.000859	0.000917	509,283
2018	0.000881	0.000917	459,924
2017	0.000902	0.000945	434,260
2016	0.000984	0.000984	400,443
2015	0.001005	0.001036	376,649
2014	0.000996	0.001036	356,700
2013	0.001041	0.001111	337,970
2012	0.001111	0.001111	313,495
2011	0.001008	0.001008	308,326
2010	0.000910	0.000936	302,867
2009	0.000876	0.000876	281,926
2008	0.000773	0.000895	281,925
2007	0.000834	0.000834	228,710
2006	0.000909	0.000909	199,212

RECOMMENDATION

Staff would like Council to discuss and provide direction on the rate for the Truth-in-Taxation Hearing

SIGNIFICANT IMPACTS

Financial impacts as outlined above.

ATTACHMENTS

FY2022 Amended Budget
FY2023 Fee Schedule
Resolution – Amended Budget
Resolution – Fee Schedule
Resolution - FY2023 CDRA Budget

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	1,380,000.00	1,100,000.00
51-37-50	Garbage Collection Fees	510,595.84	541,443.84	500,000.00	565,000.00	500,000.00
51-37-60	Greenwaste Collection Fees	110,855.18	117,188.87	110,000.00	120,000.00	110,000.00
51-37-70	Recycle Collection Fees	128,663.89	135,364.95	130,000.00	142,000.00	130,000.00
	Total OPERATING REVENUE:	1,834,623.97	1,929,259.47	1,850,000.00	2,217,000.00	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	40,000.00	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	138,638.00	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	500,000.00	363,000.00
51-81-43	Greenwaste	106,472.71	112,586.61	98,000.00	100,000.00	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	868,000.00	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	1,966,306.00	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	151,000.00	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	328,832.00	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	2,355,638.00	2,265,266.00
	WASTE FUND Expenditure Total:	1,986,148.82	2,095,456.26	2,243,420.00	2,355,638.00	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

RESOLUTION NO. R06-21-2022A

A RESOLUTION ADOPTING A 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 Act – Community Development and Renewal Agencies 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; and,

WHEREAS, a public hearing was held and notification served according to law pertaining to the CDRA 2023 annual budget;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the CDRA Board of West Point City that the hereto attached CDRA 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 21st 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. 06-21-2022A

A RESOLUTION ADOPTING A REVISED BUDGET FOR WEST POINT CITY FOR FISCAL YEAR 2022

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

WHEREAS, the West Point City Manager has heretofore caused to be prepared and submitted to the City Council amendments to the Budget for the City for the 2022 Fiscal Year; and,

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

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

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

SECTION 1 - REVISED BUDGET FOR FY 2022. The hereto attached Revised Budget for Fiscal Year 2022 is hereby adopted.

PASSED AND ADOPTED this 21st day of June, 2022

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

RESOLUTION NO. 06-21-2022B

A RESOLUTION ADOPTING A SCHEDULE OF FEES FOR WEST POINT CITY FISCAL YEAR 2023

WHEREAS, the City provides various services to the public which benefit those consuming said services; and

WHEREAS, the City seeks to support the provision of these services in part or in full by levying or establishing certain fees associated with the provision of said services; and

WHEREAS, the City Manager has prepared a schedule of fees for Fiscal Year 2023 which suggest various amendments to the current fee schedule; and

WHEREAS, these proposed fees are delineated and attached hereto;

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:

SECTION ONE: FEE SCHEDULE ADOPTED
The Fee Schedule for West Point City for Fiscal Year 2023 as attached hereto, stands adopted and becomes effective July 1, 2022 or as otherwise stated in the Fee Schedule.

PASSED AND ADOPTED this 21st day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

West Point City Fee Schedule
Fiscal Year 2023

Effective July 1, 2022

DESCRIPTION	Amount
ADMINISTRATIVE and BUSINESS LICENSE FEES	
Election Filing Fee	$25
Returned Check Fee	$45
Beer licenses (Class A)	$250
Beer licenses (Class B)	$300
Beer licenses (Class C)	$350
Business Regulatory Fee	$35
Commercial Business License Fee	$85
~~Nurseries~~	~~$85~~
~~Agriculture Equipment and Repair~~	~~$85~~
~~Veterinary Services~~	~~$85~~
~~Agriculture Supplies and Support~~	~~$85~~
~~Landscaping Services and Supplies~~	~~$85~~
~~Sporting Equipment and Supplies~~	~~$85~~
~~Firearms~~	~~$85~~
~~Construction Services and Supplies~~	~~$85~~
~~Manufacturing Equipment and Supplies~~	~~$85~~
~~Industrial~~	~~$85~~
~~Industrial and Manufacturing Support~~	~~$85~~
~~Trucking~~	~~$85~~
~~Public Transportation~~	~~$85~~
~~Telecommunication Services~~	~~$85~~
~~Telephone~~	~~$85~~

~~Power/Natural Gas~~	~~$85~~
~~Auto Wash and Detail~~	~~$85~~
~~Towing~~	~~$85~~
~~Electrical~~	~~$85~~
~~Plumbing~~	~~$85~~
~~Parking Services and Facilities~~	~~$85~~
~~Storage/Warehouse~~	~~$85~~
~~Wholesale Processing and Support~~	~~$85~~
~~Shipping and Goods Transportation~~	~~$85~~
~~Restaurant~~	~~$85~~
~~Restaurant with Alcohol~~	~~$85~~
~~Private Club or Bar~~	~~$85~~
~~Fast Food or Cafe~~	~~$85~~
~~Commercial Shopping Center/Retail Store~~	~~$50 per 1,000 sq. ft.~~
~~Office/Institutional~~	~~$45 per 1,000 sq. ft.~~
~~Business Park~~	~~$35 per 1,000 sq. ft.~~
~~Light Industrial~~	~~$35 per 1,000 sq. ft.~~
~~Manufacturing~~	~~$35 per 1,000 sq. ft.~~
~~Grocery~~	~~$85~~
~~Gas Station~~	~~$85~~
~~Pawn Broker~~	~~$85~~
~~Auto Sales~~	~~$85~~
~~Auto Repair and Service~~	~~$85~~
~~Subscriptions/Coupons/Tickets~~	~~$85~~
~~Auctions~~	~~$85~~
~~Insurance Sales~~	~~$85~~
~~Broker~~	~~$85~~
~~Real Estate~~	~~$85~~
~~Financial Planning~~	~~$85~~
~~Business Support Services~~	~~$85~~

~~Bank/Credit Union~~	~~$85~~
~~Salons/Barber/Beauty~~	~~$85~~
~~Funeral~~	~~$85~~
~~Medical/Dental/Therapy~~	~~$85~~
~~Fitness~~	~~$85~~
~~Entertainment and Amusement~~	~~$85~~
~~Legal Services~~	~~$85~~
~~Dry Cleaning and Clothing Repair~~	~~$85~~
~~Upholstery~~	~~$85~~
~~Copy and Supplies~~	~~$85~~
~~Apartment/Multi-family/Trailer Park~~	~~$85~~
~~Bed and Breakfast~~	~~$85~~
~~Hotel~~	~~$85~~
~~Motel~~	~~$85~~
~~Extended Stay~~	~~$85~~
~~Bowling~~	~~$85~~
~~Hospital/Care Center~~	~~$85~~
~~Daycare/Preschool~~	~~$85~~
~~Sexually Oriented Business~~	~~$85~~
Sexually Oriented Business applications and businesses - nonrefundable initial application and investigation fee (all applications)	$100
Home Occupation - all	~~$50~~ $0
Contractors	$50
Duplicate License	$15
Business License late fee	$25
Christmas tree sales license (not prorated)	$30 w/ $70 deposit
Fireworks stands (not prorated)	$85
Home occupation license late fee (after February 1st)	$25
Solicitor's License	$50
Disproportionate Fees:	

Gas Station	$250/Year
Grocery w/ Beer	$350/Year
Bar/Private Club	$300/year
Bowling with Alcohol	$500/Year
Pawn Shop	$900/Year
Arcade	$350/Year
Entertainment/Theater	$200/Year
Restaurant with Alcohol	$200/Year
Hotel/Motel/Extended Stay/Inn/Bed & Breakfast	$400/Year
Apartments	$15/Unit/Year
Temporary Permits	$250/Year
Sexually Oriented Business	$250/Year
Warehouse	$250/Year
COPIES & PUBLICATIONS	
Photocopies	$.10 each copy
Fax	$.10 per page
Budget	$20
Audit (CAFR)	$10
Administrative Code	$10
General Plan	$10
Special reports or compilations (GRAMA) (Produced with managerial discretion)	$25 per hour + copy or reproduction charges
Large Format Printer – Regular Paper	$2 per ft.
Large Format Printer – Premium Paper	$3 per ft.
BUILDING RENTAL	
Council Chamber Rental	$25/hr. (2 hour min.)
Multi-purpose Area Rental	$25/hr. (2 hour min.)
City Hall - Security Deposit	$100
PLANNING AND ZONING FEES	
~~Board of Adjustment~~ Appeals Authority Hearing	$200
Conditional Use Permit - Staff approved	$50

Conditional Use Permit - Planning Commission	$75 ~~$150 if notices must be sent out~~
Permanent Sign Permit	$75
Temporary Sign Permit	$10/sign
Recording	$50 to City and applicable fees to Davis County Recorder
Rezone application	$250
General Plan Amendment application	$300
Annexation application	$300
Final Site Plan Review Fee (Commercial)	$600/site plan
~~Subdivision Plat Amendment~~	~~$300~~
Agricultural Protection Zone application	$450 ($100 refunded if protection zone is not approved)
Telecommunications Right of Way Application	$500
~~**SITE DEVELOPMENT REVIEW**~~ **SUBDIVISION FEES**	
Construction guarantee bond (commercial)	$30 per linear ft. (curb, gutter, sidewalk)
Construction inspection fee for all utilities	$150 per lot
Final plat fee	$600/plat, plus $50 per lot
Preliminary plat fee	$300/plat, plus $25 per lot
Single Lot Plat (preliminary & final)	$300
Subdivision Plat Amendment	$300
~~Final Site Plan Review Fee (Commercial)~~	~~$600/site plan~~
CODE VIOLATION FEES	
Code Violations	See West Point City Code
CEMETERY	
Resident	
Adult Burial Plot	$450
Adult Interment Fee	$300
Perpetual care - Adult	$100 if lot purchased before 9/1990
Child Burial Plot (full size plot)	$450

Child Interment Fee	$300
Perpetual care - Child	$100 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	$225
Infant/Urn – Internment Fee	$200
Perpetual care – Infant (½ plot)	$50 if lot purchased before 9/1990
Disinterment	$300
Transfer lot fee	$15
After Business Hours Fee	$100
Non-Resident	
Adult Burial Plot	$600
Adult Interment Fee	$700
Perpetual care - Adult	$300 if lot purchased before 9/1990
Child Burial Plot (full size plot)	$600
Child Interment Fee	$700
Perpetual care - Child	$250 if lot purchased before 9/1990
Infant/Urn – Burial Plot (½ plot)	$300
Infant/Urn – Internment Fee	$400
Perpetual care – Infant (½ plot)	$250 before 9/1990
Disinterment	$400
Transfer lot fee	$15
After Business Hours Fee	$100
MUSKRAT SPRINGS CAMPGROUND	
Davis County Scout Troops, Youth Groups, & residents	$25
Non- Davis County Scout Troops, Youth Groups, & residents	$50
Refundable Security Deposit	$50
PARKS	
Large pavilion (Per time period: 8AM-4PM or 4PM-10PM	$15 (residents) $25 (non-residents)

Small pavilions (Per time period: 8AM-4PM or 4PM-10PM	$10 (residents) $20 (non-residents)
Volleyball rental	$5 rental fee $15 ball deposit, if applicable (deposit refundable if returned by next business day)
Horseshoes	$5 rental fee $35 horseshoe set deposit, if applicable (deposit refundable if returned by next business day)
RECREATION **Program Registration Fees:** (Students at West Point Schools are charged the resident rate.)	
Coed T-Ball	$40 resident $50 non-resident
Coed Machine Pitch 1st – 2nd Grade	$40 resident $50 non-resident
Boys Baseball 3rd – 4th Grade	$50 resident $60 non-resident
Boys Baseball 5th – 6th Grade	$50 resident $60 non-resident
Boys Baseball Jr. High	$50 resident $60 non-resident
Girls Elementary Softball	$50 resident $60 non-resident
Girls Junior High Softball	$50 resident $60 non-resident
Basketball - 6th Grade and younger	$50 resident $60 non-resident
Basketball - 7th Grade and older	$60 resident $70 non-resident
Football	$130 $150 Equipment Charge for unreturned equipment.
Soccer (Spring)	$40 resident $50 non-resident
Soccer (Fall)	$40 resident $50 non-resident
Volleyball	$40
Football Camp	$20
Basketball Camp	$20
Recreation Late Fee	$10
FIELD RENTALS	

Field Rental	$20 per hour
Field Preparation	$50 per day
Field Rental – Non-Profit	$10 per hour
Field Preparation – Non-Profit	$25 per day
Deposit (League, Tournament, etc.)	$50 per event
Unauthorized Field Use Fine	$100
DEVELOPMENT IMPACT FEES (Residential)	
West Point City Impact Fees:	
Park, Trails, and Recreation Impact Fee (Single Family)	$2380.86
Park, Trails, and Recreation Impact Fee (Multi- Family)	$1780
Road Impact Fee (Single Family)	$1,529
Road Impact Fee (Multi-Family)	$1,063
Storm Drain Impact Fee	~~$4,204~~ $3,674 per acre
Sewer Impact Fee	$827/ERU
Sewer Impact Fee- Proposed Annexation Area	$5,200/ERU
Water Impact Fee	$1,112/ERU
Non-City Impact Fees:	
North Davis Sewer Impact Fee (Residential)	$3,256
North Davis Fire District Impact Fee (Single Family)	$181.13
North Davis Fire District Impact Fee (Multi-Family)	$181.13
DEVELOPMENT IMPACT FEES (Commercial)	
West Point City Impact Fees:	
Road Impact Fees (General Commercial)	$4,529per 1,000 sq. ft of building space
Road Impact Fees (Professional Office)	$1,759 per 1,000 sq. ft of building space
Road Impact Fees (Manufacturing/Industrial)	$1,114 per 1,000 sq. ft of building space
Water Impact Fees	$1,112/ERU
Storm Water Impact Fees	~~$4,204~~ $3,674 per acre

Sewer Impact Fees	$827/ERU
Non-City Impact Fees:	
North Davis Fire District Impact Fee (Commercial)	Determined by North Davis Fire District
North Davis Sewer Impact Fee (Commercial)	Determined by North Davis Sewer District
SAFETY / INSPECTION FEES	
Building Permit Fee	Based on building valuation and square footage
Residential plan review and inspection fee	25% of permit fee
Re-inspection fee	$50
One-time inspection fee	$25
Commercial plan review and inspection fee	60% of building permit fees
Demolition Permit	$150
Swimming Pool	$150
Small Asphalt Excavation Permit (less than 360 sq. ft.)	$3 per sq. ft. excavated and $500 bond. Bond returned after asphalt is replaced and inspected.
Large Asphalt Excavation Permit (greater than 360 sq. ft.)	$0.55 per sq. ft. and $4.20 per sq. ft. bond. Upon positive inspection, bond returned 1 yr. after permit holder replaces asphalt.
New Street Excavation Permit (less than 2 years since last treatment) – in addition to other fees and applies only to large excavation permits	$0.22 per sq. ft.
Curb, Gutter, or Sidewalk Excavation Permit	$20.00 per ft. bond. Bond returned after concrete is replaced and inspected.
CONNECTION FEES	
Water Connection Fees:	
Meter installation/water connection (residential)	$350 - 3/4 inch $450 - 1 inch

Meter installation/water connection (commercial)	$450 - 1 inch $500 - 1.5 inch $700 - 2 inches Cost+$100 (2+inches)
Secondary water hook-up fee (3/4 inch)	Paid to D&W Canal Company
Secondary water hook-up fee (1 inch)	Paid to D&W Canal Company
City stock of culinary water	$3,800/acre foot.
Fire Hydrant Connection Fees:	
Fire Hydrant Meter Set-up Fee	$50 + water usage fee
Short Term Meter Rental (3 days or less)	$10 + water usage fee
Long Term Meter Rental (4 days or more)	$40 per month + water usage fee
Water Usage Fee	$1.60 per 1,000 gallons greater than 10,000 gal.
Sewer Connection Fees:	
North Davis Sewer subdivision connection review fee	$250
North Davis Sewer subdivision construction inspection fee	$375
North Davis Sewer service connection review fee	$125
North Davis Sewer service connection construction inspection fee	$240
UTILITIES	
Garbage Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	$110
Garbage can (monthly - 1st can) Garbage (monthly – additional can)	$11.80
Green Waste can (monthly) Green Waste (monthly – additional can)	$6.00 $6.00
Green Waste Can – New, Replacement, and Additional (new can fee is charged with Building Permit)	$110
Green Waste Service Cancellation Fee	$12.00
General Curbside Recycling can (monthly) General Recycling (monthly-additional can)	$4.75 $4.75
Secondary water (monthly 3/4 inch) Up to one-third acre	$21.58

Secondary water (monthly 3/4 inch) Greater than one-third acre	$23.58
Secondary water (monthly 1 inch) Greater than one-half acre	$27.50
Secondary water (monthly 1 inch) Greater than three-quarters acre	$30.05
Secondary Water (monthly) Greater than one acre	Determined by D&W Counties Canal Co.
Sewer (residential monthly)	$28.20
Sewer (commercial monthly base)	$28.20
10,000 gallons +	$2.25/1,000 gallons
Sewer (multi-family)	$28.20 per unit
Water (monthly base: 6,000 gallons)	$23.75
6,001 – 10,000 gallons	$1.40/1,000 gallons
10,000 gallons +	$1.65/1,000 gallons
Storm System Maintenance and Construction Fee (Monthly Residential)	$4.00
Storm System Maintenance and Construction Fee (Commercial)	Determined by residential equivalent (2,500 sq. ft.) of impervious area.
Utility deposit	$60 utility deposit, refundable upon moving.
Meter tampering penalty	$50 first occurrence, $100 per occurrence thereafter
Utility Billing Shut-off Fee	$25first occurrence, $45 per occurrence within 12 months of previous occurrence
Utility Billing Late Fee	$15

CITY COUNCIL STAFF REPORT

Subject: Fraud Risk Assessment
Author: Ryan Harvey
Department: Administrative Services
Date: June 21, 2022

BACKGROUND

The Office of the State Auditor has created a new requirement that Cities in Utah present to their elected officials the results of the Fraud Risk Assessment at least once per year. According to the State Auditor, "the program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes."

ANALYSIS

The Assessment can be found on page 11 of the attached implementation guide. It is broken out into 9 parts, with the points possible listed for each part.

1. Separation of Duties (200)
   The City was able to answer yes on questions 1, 2 and 5-12. Because we are a small City with very few employees, we answered questions 3 and 4 as Mitigating Control (MC).
2. Policies (45)
   The City has written policies for all of the areas listed.
3. Licensed Expert (30)
   Marcus Arbuckle, our hired accountant has a CPA, and a bachelor's degree in accounting.
4. Statement of Ethical Behavior (20)
   We sent this out to all employees and Council Members and asked that they be returned before the end of the Fiscal Year.
5. State Auditor Training (20)
   This training was sent out to Council Members to complete.
6. Yearly Training (20)
   The Administrative Services Director meets this requirement through conferences and online training.
7. Fraud Hotline (20)
   The City has set up an email address, fraud@westpointcity.org for employees to report any fraud that they see. That email goes to the City Manager and the Administrative Services Director.
8. Internal Audit Function (20)
   In talking to our Accountant, he has informed us that he can perform this function for the City. The Audit Committee will provide direction on where to focus this on an annual basis.
9. Audit Committee (20)
   The Audit Committee will consist of the City Manager, the Administrative Services Director, and the hired Accountant.

ATTACHMENTS

Fraud Risk Assessment

Fraud Risk Assessment

Continued

*Total Points Earned: 395/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: West Point City

*Completed for Fiscal Year Ending: 6/30/22 *Completion Date: 6/16/22

*CAO Name: Kyle Laws *CFO Name: Ryan Harvey

*CAO Signature: Kyle W. Laws *CFO Signature: Ryan Harvey

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

CITY COUNCIL STAFF REPORT

Subject: Discussion of Animal Code Regarding Cats
Author: Kyle Laws
Department: Executive
Date: June 21, 2022

Background

Eight years ago, the City Council adopted an amendment to the animal ordinance and exempted cats from the "At-Large" definition. At that time the practice of Animal Care of Davis County was to take at-large cats back to the shelter for holding until the owner claimed their pet and paid a $40 fee. There were several residents who had issues with this practice because of another policy of Animal Care that would allow feral cats to be returned to the location of capture after being vaccinated. Some of the residents claimed their neighbors were trapping their domesticated cats and turning them in to Davis County Animal Control. Because they were considered domestic, the residents had to pay a fee to retrieve their cat from the shelter. These residents claimed they have cats for the primary purpose of catching mice and keeping them out of their homes. And that they cannot do that job if they have to remain in the house all the time.

Analysis

In recent months, the Animal Care officers have had many complaints about at-large cats and they feel constrained by the code. The officers feel that there is nothing they can do to help with the issues because of the definition in our code. After discussing the reasons behind the code change with the officers, they explained their current practice regarding cats. They informed Staff that they do not have room for cats at the shelter and if they pick up a cat that has identification they will return it to the owner rather than taking it to the shelter. This change in practice certainly changes the need to exempt cats from the at-large definition. The officers suggested we consider a change to remove the exemption and allow them to address the "at-large" problems they are getting calls on. Knowing their change in practice, Staff believes a change would be appropriate and necessary. The definition would be changed and will read as follows:

6. "Animal at large" means any animal~~, except cats~~, whether licensed or not, when:
   a. The animal is off the property of the owner or custodian and is not under the immediate physical restraint by the owner or custodian. "Immediate physical restraint" means a durable restraint device, such as a leash, cage, or other device capable of keeping the animal under physical control.
   b. The animal is on the property of the owner or custodian and is not:
      (1) Securely confined in a building, fenced area, cage or kennel;
      (2) Under the immediate physical restraint by the owner or custodian; or
      (3) Under the immediate and effective control of the owner or custodian and does not cause fear to or constitute or appear to present any threat or danger to the safety, comfort or health of other persons.

Recommendation

No action is required at this time. This is for discussion only. Staff would like feedback from the Council and direction on a change to the ordinance. If desired, an ordinance will be prepared and brought back for consideration.

Significant Impacts

There are no significant impacts at this time.

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: UDOT SR-193 Access Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: June 21, 2022

Background

UDOT has been coordinating with West Point and Syracuse on an agreement for existing and future access points on the SR-193 corridor. Originally, access points were only allowed every ½ mile, but through the negotiation of this agreement they have allowed additional access points at each ¼ mile as right-in/right-out (RIRO) access. This will be a great advantage for property owners and for the City as we seek to promote commercial development.

Analysis

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

- Traffic signals will be allowed every ½ mile.
- Right-in/Right-out access will be allowed midway between each signal.
- Between 4000 W and 4500 W full movement intersections will be allowed at 4100 W, 4250 W, & 4375 W. A RIRO access will also be allowed at 4450 W.
- All RIRO access will require a center median or barriers to prevent left turns.
- The access points may be adjusted up to 200'.
- The cities will "strictly" agree to these access points.

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.

Recommendation

Staff recommends approval of Resolution 06-21-2022E, approving the agreement and authorizing the Mayor to sign the document.

Significant Impacts

None

Attachments

Resolution 06-21-2022E
Agreement

RESOLUTION NO. 06-21-2022D

A RESOLUTION APPROVING A CORRIDOR PRESERVATION AGREEMENT BETWEEN UDOT, WEST POINT CITY, AND SYRACUSE CITY

WHEREAS, UDOT and the MUNICIPALITIES desire to facilitate traffic flow along the corridor of SR-193 within Davis County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and unsignalized access points between 1000 West and the SR-193 west terminus; and

WHEREAS, in order to manage traffic flow and improve safety, other considerations will be necessary within the corridor as described herein; and

WHEREAS, UDOT and the MUNICIPALITIES agree to enter into a PRESERVATION AGREEMENT to accomplish this common goal; and

WHEREAS, UDOT has determined by formal finding that said work on public right-of-way is not in violation of the laws of the State of Utah and the MUNICIPALITIES represent that the work does not violate any contract with the MUNICIPALITIES.

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

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

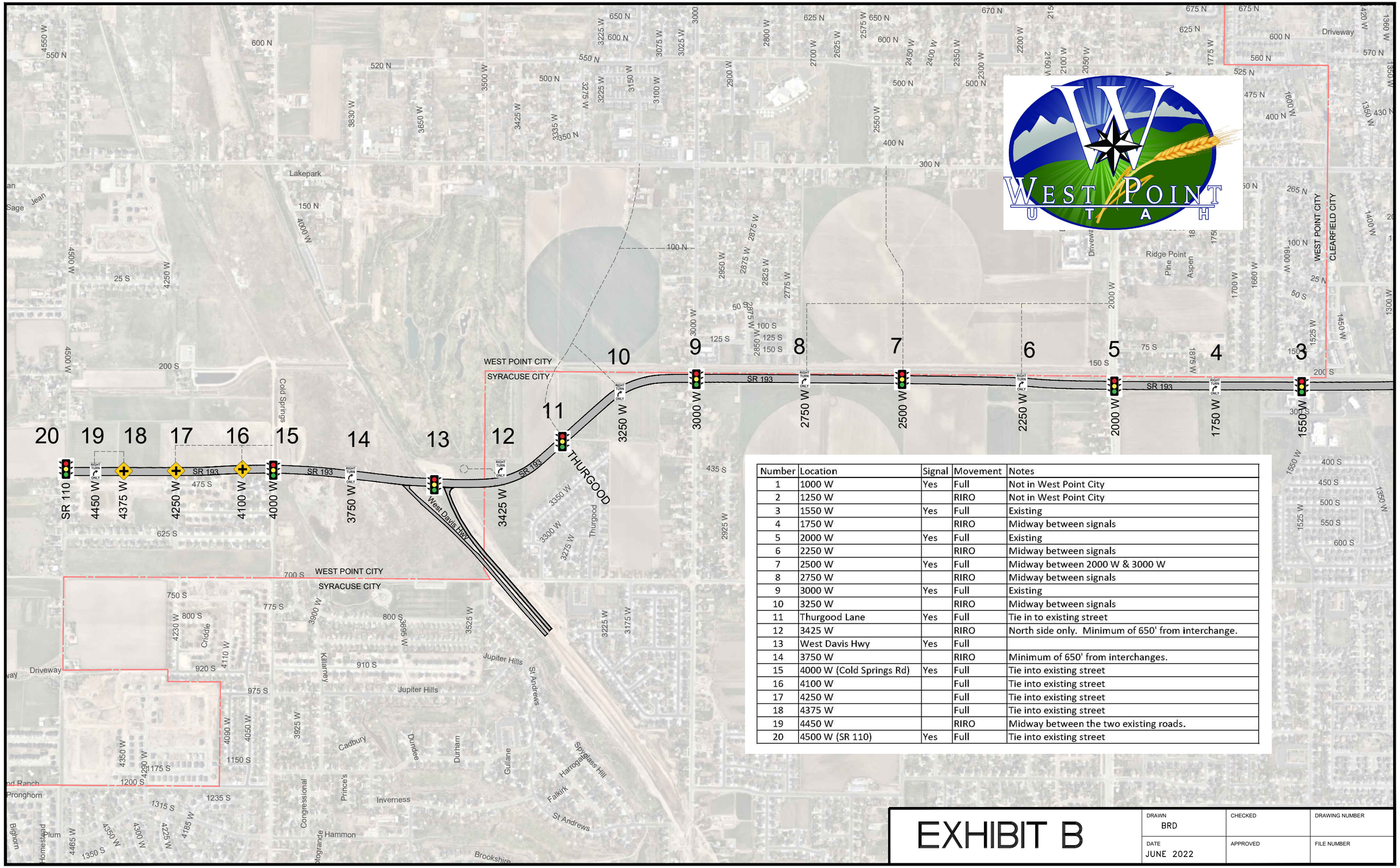
PASSED AND ADOPTED this 21st day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder



Number	Location	Signal	Movement	Notes
1	1000 W	Yes	Full	Not in West Point City
2	1250 W		RIRO	Not in West Point City
3	1550 W	Yes	Full	Existing
4	1750 W		RIRO	Midway between signals
5	2000 W	Yes	Full	Existing
6	2250 W		RIRO	Midway between signals
7	2500 W	Yes	Full	Midway between 2000 W & 3000 W
8	2750 W		RIRO	Midway between signals
9	3000 W	Yes	Full	Existing
10	3250 W		RIRO	Midway between signals
11	Thurgood Lane	Yes	Full	Tie in to existing street
12	3425 W		RIRO	North side only. Minimum of 650' from interchange.
13	West Davis Hwy	Yes	Full	
14	3750 W		RIRO	Minimum of 650' from interchanges.
15	4000 W (Cold Springs Rd)	Yes	Full	Tie into existing street
16	4100 W		Full	Tie into existing street
17	4250 W		Full	Tie into existing street
18	4375 W		Full	Tie into existing street
19	4450 W		RIRO	Midway between the two existing roads.
20	4500 W (SR 110)	Yes	Full	Tie into existing street

EXHIBIT B

DRAWN	CHECKED	DRAWING NUMBER
BRD		
DATE	APPROVED	FILE NUMBER
JUNE 2022		

CITY COUNCIL STAFF REPORT

Subject: Final Plat – West Fields Subdivision
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 21, 2022

Background

The applicant, Travis Taylor, is seeking final plat approval for a proposed subdivision called West Fields, located at approximately 814 N 4000 W. This development consists of 9.75 acres and is located in an R-2 zone with a max density of 2.7 units per acre. This development will consist of 26 lots ranging from 10,000 to 13,000 square feet.

This property was rezoned from A-40 to R-2 on March 3, 2007. Due to market conditions of 2008, the development never completed the approval process.

Analysis

The following standards and requirements apply to a subdivision in the R-2 zone:

Standard	Required	Proposed
Density for R-2 Residental (units per acre)	≤ 2.7	2.7
Max number of lots	≤ 26	26
Minimum lot size (square feet)	≥ 10,000	10,000
Minimum lot frontage average (min of 85')	≥ 90'	90'
Minimum lot depth	≥ 100'	100'
Dedicated landscape strip required (17.130.100(K))	Yes	Yes
Landscape buffering required	No	No

Streets: The preliminary plat that was approved for Bennett Century Farms (property directly to the north) showed a concept of the road connecting right in the middle of this property. A request was sent to the applicant to negotiate this plan with Craythorn Development and discuss how it relates to the connectivity in the area. It was reported that contact had been made and there were no concerns with this plan and connectivity to the future development to the north.

Landscaping: A dedicated eight-foot landscape strip is required for "all-new developments along arterial and collector streets…" as outlined in 17.130.100(K). It also states that "A landscape and irrigation plan must be submitted and approved by the community development director. Landscaping shall include irrigated street trees, grass, ground covers, rock mulches, and shrubs.

One two-inch caliper tree shall be required for every 25 feet of frontage... Five shrubs shall be required for every required tree…A six-foot solid or semi-private fence shall be installed along the entire perimeter on the inside edge of the landscape strip." This plan has been submitted and meets the requirements for trees and shrubs. The applicant is proposing mulch in the park strip instead of grass in order to minimize water usage.

Engineering: The city engineer reviewed the plans as well and has provided comments to the applicant to address before final approval. These items include:

- Final approval letters from Fire District and Davis and Weber Counties Canal Co.
- SWPPP Plan submitted
- Water Shares
- Geotechnical report

Recommendation

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

Attachments

A. Application
B. Plans
C. Review Letters

Subdivision Plan Application

All applications submitted must be made in accordance with the Title 16 & 17 of the West Point City Code, Governing all Land Use and Subdivision Developments. A new application is required for each application type.

For Office Use Only *Received Payment*		
$		
AMOUNT PAID	DATE RECIVED	INITIAL

Amendment	$300
Conceptual Plan	No Fee
Preliminary Plan/Plat	$300 + $25 per lot
Final Plan/Plat	$600 + $50 per lot

Application Type – *what type of application are you seeking?*

☐ Concept Plan ☐ Preliminary Plan/Plat ■ Final Plan/Plat ☐ Amendment

Subdivision Property Information

Proposed Subdivision Name:	*Current Zoning:	Total Acreage:
West Fields	R-2	9.75

Approximate Address:	Number of Lots:	**Concept Review Date:	**Preliminary Approval Date:
814 N 4000 W	26		

Developer/Agent Contact Information

Contact Name:	Company:	Owner of Property?	
Travis Taylor	Westates Companies	☐ YES	■ NO

Address:	City:	State:	Zip:
1950 N 2200 W, Suite 9	Salt Lake City	UT	84116

Contact Office Phone:	Contact Cell Phone:	Contact Email:
801-694-5202	801-694-5202	ttaylor@westcollc.com

Engineer Contact Information

Name:	Company:
Michael Taylor	Civil Solutions Group

Address:	City:	State:	Zip:
498 W 100 S	Providence	UT	84332

Contact Office Phone:	Contact Cell Phone:	Contact Email:
435-213-3762	435-890-4498	mtaylor@civilsolutionsgroup.net

**IF THE DEVELOPMETNT REQUIRES A CHANGE IN ZONING/A REZONE APPLICATION IS REQUIRED*
***IF APPLICIPABLE*

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 2/17/22

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 _____ to act as the agent with respect to this application.

Property Owner Signature _____ Print Name _____ Date _____

DATE: June 14, 2022

TO: Boyd Davis, P.E., Bryn MacDonald (West Point)

CC: Garth Poll, Amy Florence, Justin Thorne, Travis Taylor

FROM: Rick Smith, P.E.

SUBJECT: West Fields Subdivision (800N/4000W)

We received and reviewed plans for this subdivision. The plans are not satisfactory. Following are our comments:

- Plat: We note 3 open spaces along the roadways. We assume an HOA will own/operate and pay for annual service charges.
- All flood irrigation should be coordinated with applicable ditch company. D&W is not responsible for any flood irrigation in the area.
- General Notes: It should be noted that all secondary water infrastructure should be installed per Davis and Weber Counties Canal Company standards and specifications. (other notes on plans may need to be revised to meet these specs/standards). Detail sheet C-506 needs to show D&W details.
- Demolition Plan: We didn't know the abandonment or removal of existing utilities to the existing structure. Will all of these be removed/abandoned? Our standard is to remove the entire lateral and cap at the main.
- C301: The secondary water should be shown in the profile to ensure that it is sloped to drain and not have conflicts with storm drain or other utilities.
- C301: The size of the secondary water was not shown. An 8" PVC line should be the minimum.
- C301: Parcels A & C do not show secondary water connections. We assume Parcel B service will serve detention pond as well as 800 N road frontage. Lots 13 & 14 should be a double, and then Lot 15 and Parcel C be a double. To serve Parcel A, a double with Lot 1, then all of the other doubles would shift down the street. Resulting in Lot 12 being a single, which we propose to be a double at the subdivision north edge on 3800 West so that it can be used to release air as well as be available for future development.
- C301: There are no valves shown on the secondary water main lines. We would require gate valves at both entrances to the subdivision (at right of way) as well as an inline 10" gate valve on the west leg of 3800 West and 800 North intersection. Then valves also on the north and west legs of the intersection at 850 North and 3800 West.

As per our standards, secondary water services will be installed, and the meter and AMI will be paid for by the Developer to D&W, who will install them when service is requested by homeowner. D&W will provide standard details and specifications at the preconstruction meeting. All fees and water requirements must be met prior to service.

We trust this meets your needs.

WEST FIELDS SUBDIVISION
CONSTRUCTION DOCUMENTS

6/8/2022

Sheet List Table	
Sheet Number	Sheet Title
C001	INDEX
C002	LEGEND
C101	DEMOLITION PLAN
C200	GRADING OVERVIEW
C201	STORM WATER & EC PLAN
C202	STORMWATER CALCS
C301	PLAN & PROFILE
C501	DETAILS
C502	DETAILS
C503	DETAILS
C504	DETAILS
C505	DETAILS
C506	DETAILS
C507	DETAILS

GENERAL NOTES:

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A NOTICE TO PROCEED HAS BEEN ISSUED.
2. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF WEST POINT DOES NOT AUTHORIZE THE SUBDIVIDER AND OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A SURVEY CREW MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR VERTICAL CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A SURVEY CREW SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE VERTICAL CONTROLLING MONUMENTS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
4. CONTRACTOR SHALL CONTACT "BLUE STAKES" PRIOR TO START OF CONSTRUCTION ACTIVITIES BY CALLING 811 OR SUBMITTING AN ONLINE UTILITY LOCATION REQUEST AT WWW.BLUESTAKES.ORG.
5. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE OF UTAH AND WEST POINT CITY.
6. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT- ISSUING AUTHORITY.
7. PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF WEST POINT.
8. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR.
9. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY.
10. ALL ADA RAMP FORMS MUST BE INSPECTED BY THE CITY AT LEAST 24 HOURS PRIOR TO POURING CONCRETE. REQUEST INSPECTION FROM THE CITY A MINIMUM OF 48 HOURS PRIOR TO NEEDING THE INSPECTION.

STANDARD SPECIFICATIONS:

1. WEST POINT CITY CORPORATION DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS AND SPECIFICATIONS.
2. STORM WATER SPECIFICATIONS ARE PER THE EPA NATIONAL MENU OF STORMWATER BEST MANAGEMENT PRACTICES UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND THE UTAH DEPARTMENT OF WATER QUALITY STORMWATER MANAGMENT PROGRAM.
3. THE SPECIFICATIONS MENTIONED IN ITEMS ONE AND TWO SHALL SUPERSEDE ANY CONFLICTING SPECIFICATIONS CONTAINED WITHIN THESE PLANS.

STANDARD DRAWINGS:

1. AMERICAN PUBLIC WORKS ASSOCIATION 2017 STANDARD DRAWINGS W/ WEST POINT AMENDMENTS.

WEST POINT CITY ENGINEERING DEPARTMENT APPROVAL:

THE IMPROVEMENT FOR THIS SUBDIVISION HAVE BEEN REVIEWED BY THE CITY ENGINEER FOR GENERAL CONFORMANCE WITH THE REQUIREMENTS OF THE CITY SUBDIVISION ORDINANCE. THIS SET OF CITY APPROVED DRAWINGS SHALL BE USED FOR CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS. THE DEVELOPER'S ENGINEER, WHOSE STAMP IS ON THESE DRAWINGS, IS RESPONSIBLE FOR THE ENGINEERING DESIGN, DRAFTING, AND RELATED FIELD INFORMATION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE; FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF HIS OR HER WORK WITH THAT OF ALL OTHER TRADES; AND THE SATISFACTORY PERFORMANCES OF HIS OR HER WORK.

BY:_____ DATE:_____

GENERAL NOTES:

1. CURRENT ZONE: R-2 WITH R-PUD OVERLAY
2. SETBACKS: PER CITY CODE
3. ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR A CULINARY WATER SYSTEM, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, TELEPHONE SERVICE, GRADING AND LANDSCAPING, STORM DRAINAGE, STREET LIGHTING AND OTHER IMPROVEMENTS SHALL BE PAID FOR BY THE DEVELOPER.
4. ELEVATIONS SHOWN ARE TIED TO NATIONAL GEODETIC SURVEY BENCHMARK #MR-0450 WITH ELEVATION 4783.47, NAVD88 DATUM.
5. WEST POINT CITY MONUMENT KNOWN ELEVATION=4543.58. MEASURED ELEVATION = 4543.30.

PROJECT CONTACTS:

1. DEVELOPER:

   TRAVIS TAYLOR
   TTAYLOR@WESTCOLLC.COM

2. CIVIL ENGINEER

   CIVIL SOLUTIONS GROUP
   JUSTIN THORNE
   540 WEST GOLF COURSE ROAD SUITE B1
   PROVIDENCE, UT 84332
   P. 435.760.4761
   E. JTHORNE@CIVILSOLUTIONSGROUP.NET

3. SURVEYOR

   DENNIS CARLISLE
   669 NORTH 1890 WEST SUITE 47B
   PROVO, UT 84601
   DCARLISLE@CSG.WORK
   P. 801.874.4132 EXT. 712

4. WEST POINT CITY ENGINEER:

   BOYD DAVIS
   3200 W 300 N
   WEST POINT, UT 84015
   BDAVIS@WESTPOINTCITY.ORG
   P. 801.614.5353

5. WEST POINT CITY PUBLIC WORKS DIRECTOR:

   PAUL ROCHELL
   3200 W 300 N
   WEST POINT, UT 84015
   P. 801.776.0970

6. NORTH DAVIS FIRE DISTRICT

   381 N 3150 W
   West Point, UT 84015
   P. 801-525-2850

7. UTAH STORM WATER PERMIT:

   UTAH DEPARMENT OF WATER QUALITY
   P.O. BOX 144870
   SALT LAKE CITY, UTAH 84114-4870
   P. 801.538.6146
   http://www.waterquality.utah.gov/UPDES/stormwater.htm

Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
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WEST FIELDS SUBDIVISION
668 NORTH 4000 WEST
WEST POINT, UTAH

MARK:	DATE:	DESCRIPTION:

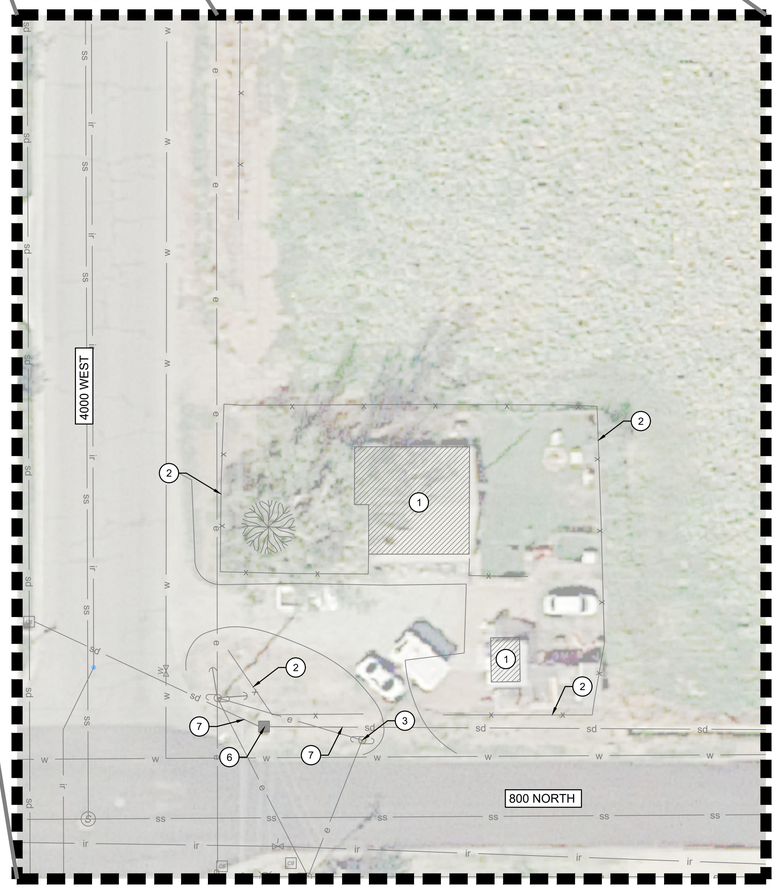
PROJECT #: 22-047
DRAWN BY: J. THORNE
PROJECT MANAGER: M. TAYLOR
ISSUED: 6/8/2022

PROFESSIONAL ENGINEER
6/8/2022
No.12737488-2202
STEVEN JUSTIN THORNE
STATE OF UTAH

INDEX

C001

P:\2022\22-047 West Point Subdivision\AutoCAD\Civil\Sheet Set\22-047 Cover & Legend



0 20' 40'

N

0 50' 100'

1 DEMOLITION PLAN KEY NOTES:

1. REMOVE EXISTING STRUCTURE
2. REMOVE EXISTING FENCE
3. REMOVE EXISTING POWER POLE IN COORDINATION WITH ROCKY MOUNTAIN POWER (IF REQUIRED)
4. REMOVE IRRIGATION STRUCTURE
5. FILL IN AND ABANDON EXISTING DITCH
6. REMOVE EXISTING STORM DRAIN BOX
7. SAWCUT AND REMOVE EXISTING RCP PIPE TO LOCATION OF PROPOSED PIPE COLLAR AS SEEN ON SHEET C301

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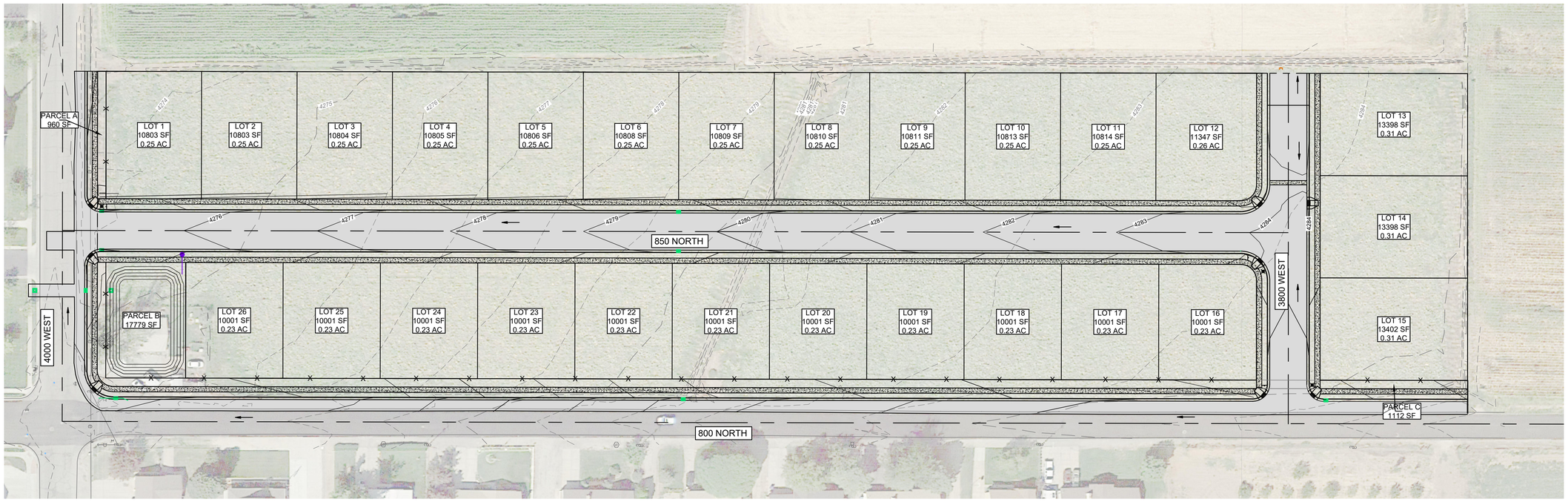
STEVEN JUSTIN THORNE
STATE OF UTAH

DEMOLITION PLAN

C101

P:\2022\22-047 West Point Subdivision\AutoCAD\Civil\Sheet Set\22-047 Demolition Plan

DESIGNING OUR FUTURE



GENERAL NOTES:

1. FOR GRADING DETAILS, SEE THE PLAN & PROFILE SHEETS. (300-SERIES SHEETS)

LEGEND:

DIRECTION OF FLOW

STORMDRAIN CURB BOX

STORMDRAIN BOX

N

0 50' 100'

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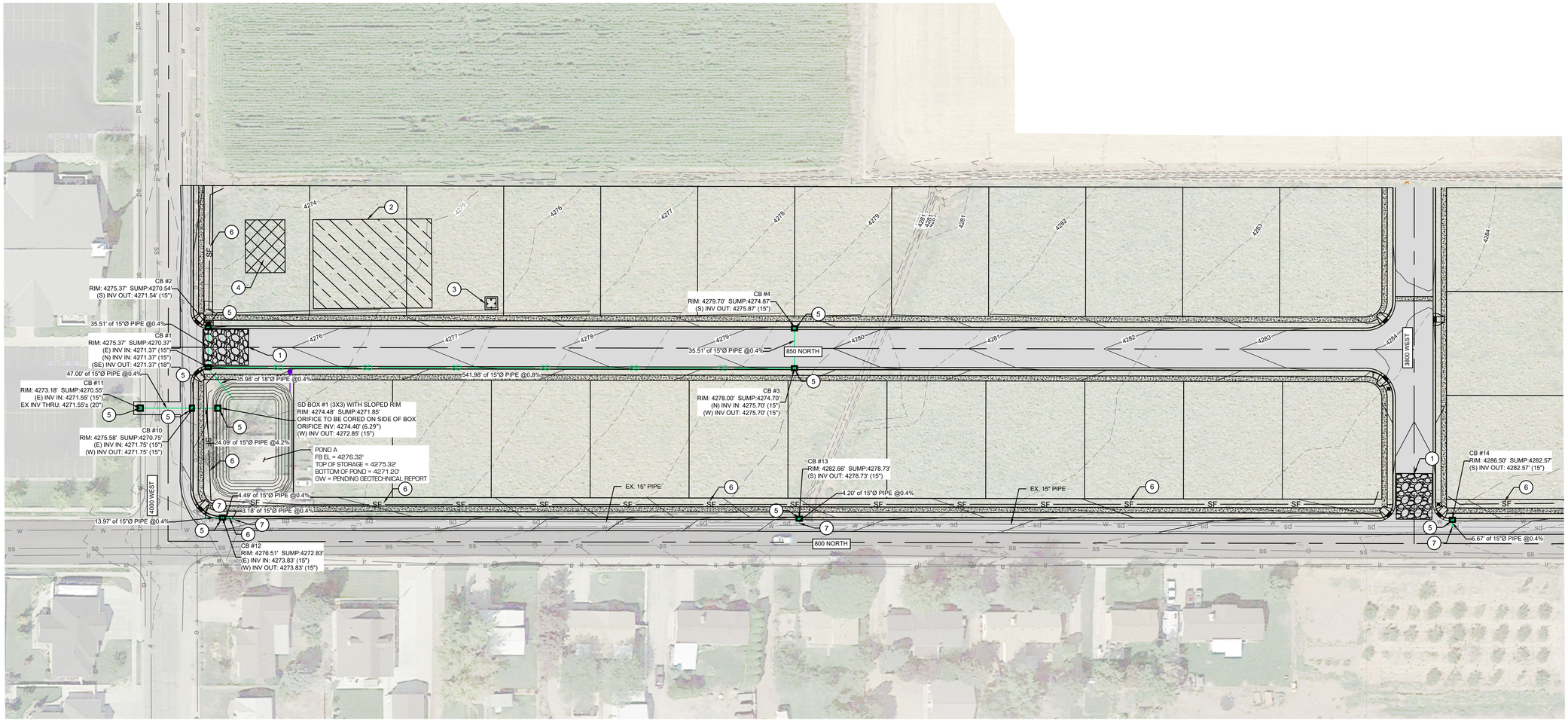
STEVEN JUSTIN THORNE
STATE OF UTAH

GRADING OVERVIEW

C200

P:\2022\22-047 West Point Subdivision\AutoCAD\Civil\Sheet Set\22-047 Grading Overview



1 EROSION CONTROL KEY NOTES:

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. VEHICLE TRACK OUT PAD
2. MATERIAL STAGING AREA
3. PORTABLE TOILET
4. CONCRETE WASHOUT FACILITY
5. GRAVEL SOCK
6. SILT FENCE / BERM / SWALE
7. CONSTRUCT CONCRETE PIPE COLLAR
8. CONNECT TO EXISTING WITH CONCRETE PIPE COLLAR. CONTRACTOR SHALL VERIFY PIPE LOCATION AND ELEVATION AND NOTIFY THE ENGINEER OF ANY DISCREPENCIES

GENERAL NOTES:

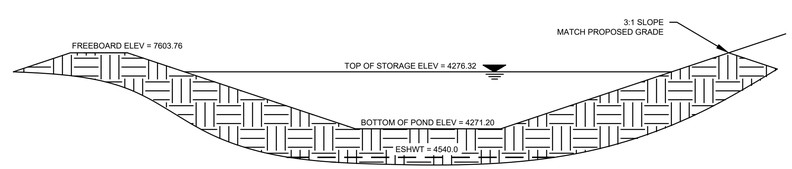
1. ALL STORM DRAIN PIPE SHALL BE OF CORRUGATED HDPE MATERIAL WITH SMOOTH INTERIOR AND WATER TIGHT JOINTS UNLESS OTHERWISE NOTED.
2. ALL DOWNSTREAM STORM DRAIN INLETS AND CATCH BASINS WITHIN 100-FT OF THE PROJECT SHALL HAVE GRAVEL SOCKS INSTALLED PER DETAIL IN SWPPP. (OR AS NOTED ON UPDATED PLANS OR AS WORK PROGRESSES)
3. ALL STORM DRAIN BOXES SHALL BE INSTALLED WITH GRATE, NOT LID, UNLESS OTHERWISE NOTED.
4. SEE DETAIL (1/C503) FOR ALL PIPE INSTALLATION
5. INSTALL FLARED HDPE END SECTION WITH TRASH GUARD AT OPEN END OF ALL STORM DRAIN LINES
6. ALL EROSION CONTROL ITEMS TO BE INSTALLED PER DETAILS IN THE SWPPP.
7. ALL PIPE OUTLETS NOT CONNECTED TO STORMWATER STRUCTURE IS TO BE INSTALLED WITH A FLARED-END SECTION. (2/C504)

STORMWATER NARRATIVE:

THIS SITE WILL RETAIN ALL OF THE 10-YEAR STORM WITHOUT DETENTION AS DIRECTED BY WEST POINT CITY. RETENTION CALCULATIONS WERE BE BASED ON A 10-YEAR STORM WITHOUT DETENTION, A 50-YEAR STORM WITH MINOR DETENTION, AND A 100-YEAR STORM WITH MAJOR DETENTION PER THE WEST POINT CITY CODE. THE MODIFIED RATIONAL BASED FAA METHOD WAS USED TO CALCULATE REQUIRED DETENTION. SEE SHEETS C202 FOR STORMWATER CALCULATIONS.

ALL STORM RUNOFF WILL BE COLLECTED AND CONVEYED TO THE ONE STORMWATER POND ON THE WEST OF LOTS #26. STORMWATER RUNOFF WILL BE RELEASED FROM THE STORMWATER POND AT 1.04 CFS. THE STORMWATER RELEASE RATE WILL BE CONTROLLED BY AN ORIFICE IN STORMWATER POND.

REQUIRED DETENTION STORAGE: 20,403 CF
PROVIDED DETENTION STORAGE: 20,438 CF
REQUIRED RETENTION STORAGE: 14,294 CF
PROVIDED RETENTION STORAGE: 14,468 CF



POND CROSS-SECTION

N.T.S.

N

0 50' 100'

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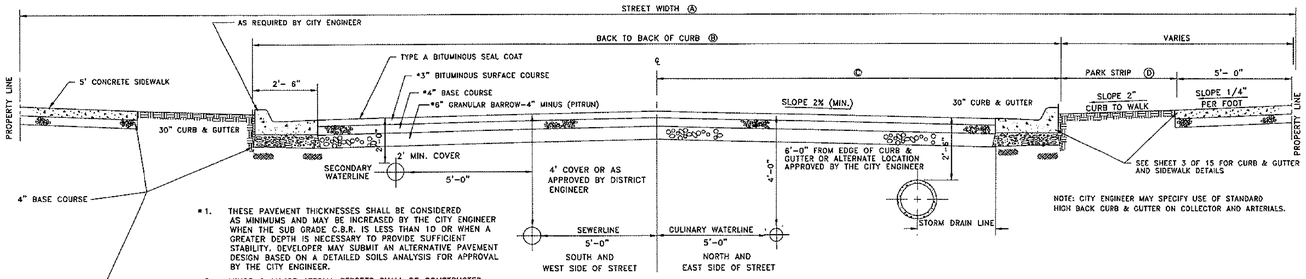
No.12737488-2202
STEVEN JUSTIN THORNE
STATE OF UTAH

STORM WATER & EC PLAN

C201



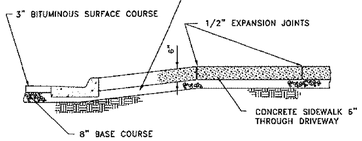
*1. THESE PAVEMENT THICKNESSES SHALL BE CONSIDERED AS MINIMUMS AND MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUB GRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER.

2. MINOR & MAJOR ATERIAL STREETS SHALL BE CONSTRUCTED WITH A 10" UNTREATED BASE COURSE & 3" BITUMINOUS SURFACE COURSE OR AS REQUIRED BY THE CITY ENGINEER.

3. ENGINEER HAS DISCRETION TO CALL FOR MORE.

NOTE: CITY ENGINEER MAY SPECIFY USE OF STANDARD HIGH BACK CURB & GUTTER ON COLLECTOR AND ARTERIALS.

STANDARD URBAN ROADWAY SECTION



SECTION A-A

STREET DESIGNATION	R.O.W. WIDTH (A)	T.B.C. TO T.B.C. (B)	℄ TO T.B.C. (C)	PARK STRIP (D)
MINOR (PRIVATE)	50'	32'	16.0'	4.0'
STANDARD RESIDENTIAL	60'	41'	20.5'	4.5'
COLLECTOR	66'	47'	23.5'	4.5'
MINOR ATERIAL ▲	84'	65'	32.5'	4.5'
MAJOR ATERIAL ▲	106'	82'	43.5'	4.5'

1 C501 STANDARD ROADWAY SECTION FOR COLLECTOR AND RESIDENTIAL STREET

NOT TO SCALE

NOTE: 1. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDE OF STREET SHALL NOT EXCEED 1'-0"

▲ 2. ON ARTERIAL STREETS THE CITY ENGINEER WILL PROVIDE A PAVEMENT DESIGN. LOCATION OF SIDEWALK AND ROLLED CURB & GUTTER MAY VARY ON INDIVIDUAL ARTERIAL STREETS PER DIRECTION OF THE CITY ENGINEER

STREET DESIGNATION	R.O.W. WIDTH	SURFACE COURSE WIDTH	SHOULDER WIDTH WITH 30" CURB (-.5' OF SHOULDER WIDTH)
MINOR AND /OR PRIVATE ROADWAYS	50'	32'	6.5'
STANDARD RESIDENTIAL	60'	32'	11.5'
COLLECTOR	66'	36'	12.5'
② MINOR ARTERIAL	84'	44'	15.5'
② MAJOR ARTERIAL	106'	(CONSULT CITY ENGINEER FOR	SPECIFIC REQUIREMENTS)

① MINOR STREET PERMITTED UPON SPECIAL PERMISSION BY THE CITY PLANNING COMMISSION. WHERE SIDEWALK IS NECESSARY, MUST HAVE 60' R.O.W.

② CITY ENGINEER SHALL PROVIDE PAVEMENT DESIGN ON ARTERIAL STREETS – WIDTH MAY VERY PER CO. ENGINEER.

③ REFER TO INDIVIDUAL WATER DISTRICT STANDARDS FOR SPECIFIC MIN. SIZE AND MATERIAL STANDARD.

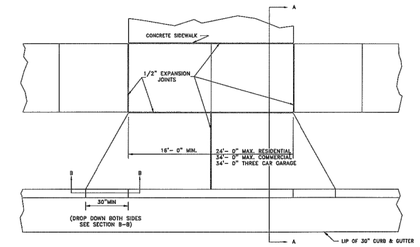
④ INCREASE SIZE WHEN DIRECTED BY THE CITY ENGINEER AS NECESSARY FOR HYDRAULIC CAPACITY

MINIMUM UTILITY STANDARDS

SYSTEM	MIN. DIA.	STANDARD MATERIAL
CULINARY WATER	SEE	SHEET 7, 8, & 9 OF 15
SANITARY SEWER	8"	CONCRETE PIPE (C-140 OR P.V.C. A.S.T.M. D-3034 SDR 35)
STORM DRAINS	15"	REINFORCED CONC. PIPE CLASS 3 (A.S.T.M. C-76)
DRIVEWAY CROSSING	15" ④	REINFORCED CONC. PIPE CLASS 3 (A.S.T.M. C-76)
SECONDARY WATER	4" ③	P.V.C. 900 OR CLASS 150

5 C501 ROADWAY UTILITY DETAIL

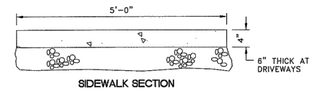
NOT TO SCALE



TYPE B DRIVEWAY APPROACH
(DROP DOWN STYLE)

2 C501 DRIVEWAY APPROACH

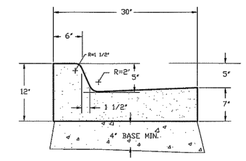
NOT TO SCALE



SIDEWALK SECTION

4 C501 SIDEWALK DETAIL

NOT TO SCALE



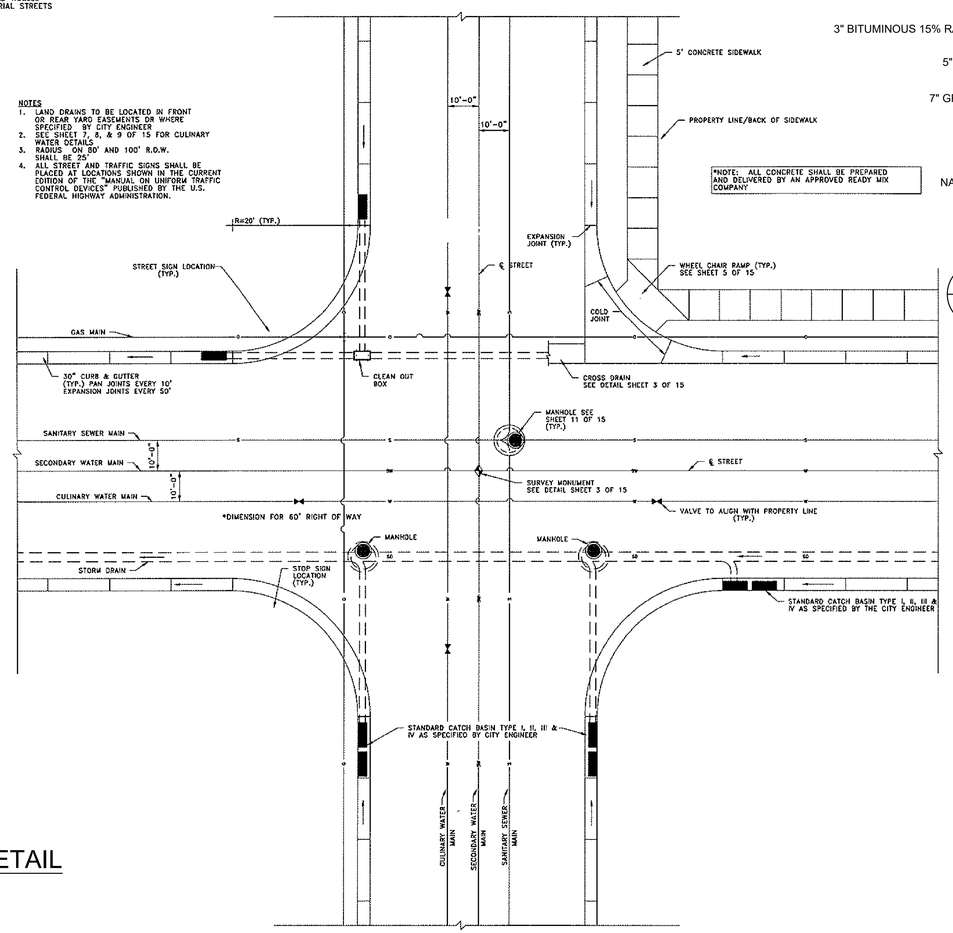
STANDARD CURB AND GUTTER

3 C501 STANDARD CURB & GUTTER

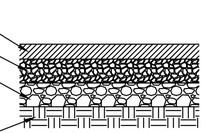
NOT TO SCALE

STANDARD INTERSECTION DETAILS + UTILITY LOCATIONS

NOTES
1. LAND DRAINS TO BE LOCATED IN FRONT OR REAR YARD EASEMENTS OR WHERE SPECIFIED BY CITY ENGINEER
2. SEE SHEET 7, 8, & 9 OF 15 FOR CULINARY WATER DETAILS.
3. RADIUS ON 80' AND 100' R.O.W. SHALL BE 25'.
4. ALL STREET AND TRAFFIC SIGNS SHALL BE PLACED AT LOCATIONS SHOWN IN THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. FEDERAL HIGHWAY ADMINISTRATION.

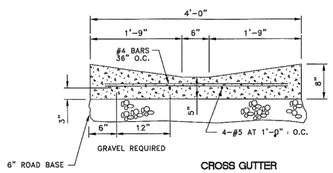


*NOTE: ALL CONCRETE SHALL BE PREPARED AND DELIVERED BY AN APPROVED READY MIX COMPANY



8 C501 STANDARD DUTY ASPHALT

NOT TO SCALE



CROSS GUTTER

6 C501 CROSS GUTTER

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668 NORTH 4000 WEST
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ISSUED: 6/8/2022

PROFESSIONAL ENGINEER 6/8/2022 No.12737488-2202 STEVEN JUSTIN THORNE STATE OF UTAH

DETAILS

C501

P:\2022\22-047 West Point Subdivision\AutoCAD\Civil\Sheet Set\22-047 Civil Details

CITY COUNCIL STAFF REPORT

Subject: Final Plat – Legacy Storage Subdivision
Author: Bryn MacDonald
Department: Community Development
Date: June 21, 2022

Background

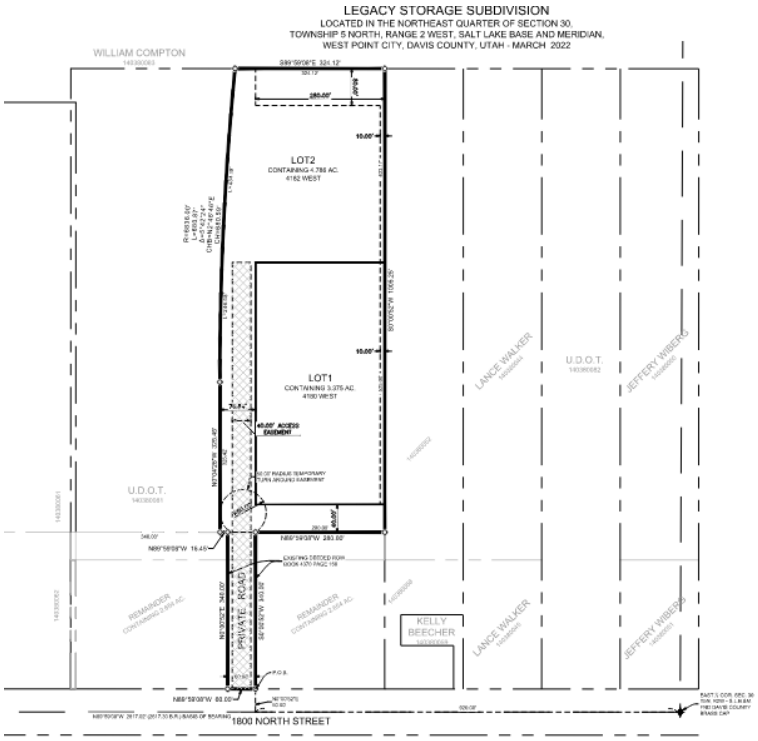
The applicant, Tim Gooch, is seeking final plat approval for the Legacy Storage Subdivision, located at approximately 4180 West 1800 North.

The City Council rezoned this property to R/I-P (Industrial) in March of 2019. The development consists of 8.536 acres of land with 2 proposed lots. The development will be a mix of storage units and outdoor RV storage. After the plat has been approved the applicant will need to come back for a site plan review and approval from the Planning Commission and City Council on site specifc improvements.

A one lot subdivision was approved for this property in November 2021. The applicant has since determined that he would like to create 2 lots, so is going through the subdivision process again.

Analysis

Staff has reviewed the plans submitted and has provided comments back to the developer and project engineer. All of the items that are required before Final Plat have been addressed. There are issues that will need to be resolved, but they will be addressed during the site plan approval process.



Recommendation

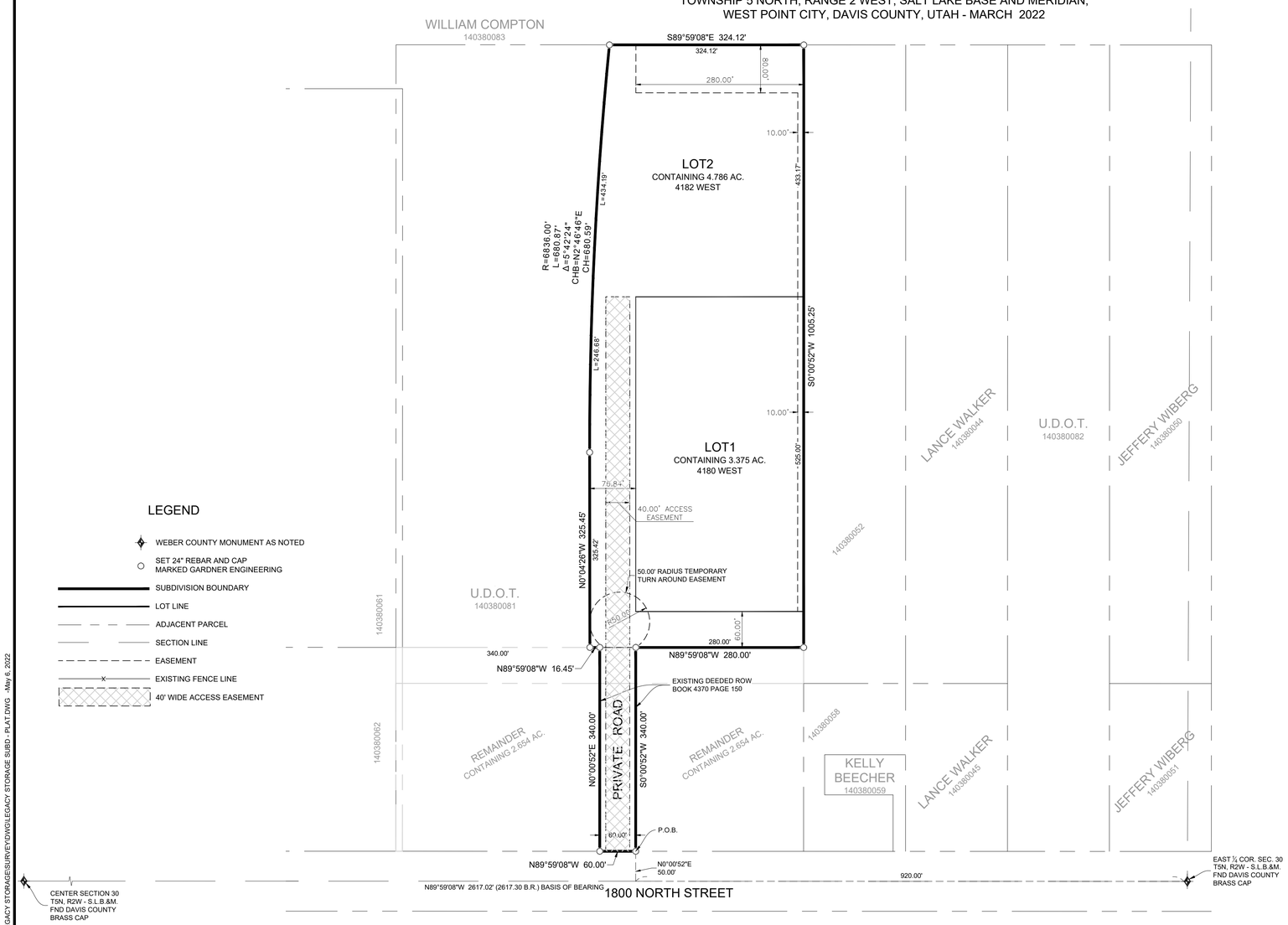
This item is on for discussion only. No action is required at this time.

Attachments

A. Plans

LEGACY STORAGE SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
WEST POINT CITY, DAVIS COUNTY, UTAH - MARCH 2022



LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE
- 40' WIDE ACCESS EASEMENT

NOTES

1. CURRENT ZONE C-C
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 49011C0063E WITH AN EFFECTIVE DATE OF JUNE 18, 2007.

HIGH WATER NOTE:
MANY AREAS IN WEST POINT CITY HAVE WATER PROBLEMS DUE TO A SEASONALLY HIGH (FLUCTUATING) WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT ANY BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS. SOLUTION OF THESE PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER. THIS SUBDIVISION IS WITHIN LAND DRAIN ZONE B AND NO BASEMENTS ARE ALLOWED WITHOUT A LAND DRAIN SYSTEM.

CITY ATTORNEY APPROVAL

APPROVED BY THE WEST POINT CITY ATTORNEY,

SIGNED THIS____DAY OF _____, 2022.

CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED BY THE WEST POINT CITY PLANNING COMMISSION,

SIGNED THIS____DAY OF _____, 2022.

CHAIRMAN

CITY COUNCIL APPROVAL

APPROVED BY THE WEST POINT CITY COUNCIL,

SIGNED THIS____DAY OF _____, 2022.

ATTEST: _____

TITLE: _____

MAYOR

CITY ENGINEER APPROVAL

APPROVED BY THE WEST POINT CITY ENGINEER,

SIGNED THIS____DAY OF _____, 2022.

CITY ENGINEER

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUAR4TER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 1800 NORTH STREET BEING LOCATED NORTH 89°59'08" WEST 920.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER AND NORTH 00°00'52" EAST 50.00 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°59'08" WEST 60.00 FEET; THENCE NORTH 00°00'52" EAST 340.00 FEET; THENCE NORTH 89°59'08" WEST 16.45 FEET; THENCE NORTH 00°04'26" WEST325.45 FEET; THENCE ALONG THE ARC OF A 6836.00 FOOT RADIUS CURVE TO THE RIGHT 680.87 FEET, HAVING A CENTRAL ANGLE OF 05°42'24", CHORD BEARS NORTH 02°46'46" EAST 680.59 FEET; THENCE SOUTH 89°59'08" EAST 324.12 FEET; THENCE SOUTH 00°00'52" WEST 1005.25 FEET; THENCE NORTH 89°59'08" WEST 280.00 FEET; THENCE SOUTH 00°00'52" WEST 340.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8.536 ACRES.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS LEGACY STORAGE SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2022.

PROFESSIONAL LAND SURVEYOR
8227228
Klint H. Whitney
STATE OF UTAH

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

LEGACY STORAGE SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO WEST POINT CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY WEST POINT CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS, AND ALSO DEDICATE, GRANT AND CONVEY TO WEST POINT CITY A TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED PROPERTY SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE PROPERTY OWNERS.

SIGNED THIS ____ DAY OF _____ 2022.

PRINTED NAME/TITLE:

SIGNATURE:

ACKNOWLEDGEMENT

STATE OF UTAH)
§
COUNTY OF DAVIS)

On this_____day of_____2022, personally appeared before me (NAME OF DOCUMENT SIGNER), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the (TITLE OR OFFICE) of (NAME OF CORPORATION), and that said document was signed by him/her in behalf of said *Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said (NAME OF DOCUMENT SIGNER) acknowledged to me that said *Corporation executed the same.

STAMP

NOTARY PUBLIC

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A ONE LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY TIM GOOCH. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°59'08" WEST DAVIS COUNTY RECORD BEARING.

0' 50' 100' 200' 300'
Scale In Feet
1" = 100'

DAVIS COUNTY RECORDER

BOOK NUMBER _____
PAGE NUMBER _____
ENTRY NUMBER _____
TIME RECORDED _____
DATE RECORDED _____
FEE PAID _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

S1
1

GARDNER ENGINEERING
CIVIL · LAND PLANNING
MUNICIPAL · LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

R:\0714 - Gooch Enterprises\Legacy Storage\SURVEY\DWG\legacy Storage Subd - Plat.dwg, 5/5/2022 8:25:51 AM, 1:1

R:\0714 - GOOCH ENTERPRISES\LEGACY STORAGE\SURVEY\DWG\LEGACY STORAGE SUBD - PLAT.DWG - May 6, 2022

CITY COUNCIL STAFF REPORT

Subject: Rezone and Development Agreement for 1800 N 4500 W
Author: Bryn MacDonald
Department: Community Development
Date: June 21, 2022

Background

The applicant, Rick Scadden, (who has received approval from the Davis School District to act as the agent on their property) requests to change the zoning on the property located at 1800 N 4500 W (16.5 acres) from A-40 to R-4 (Residential 8 units per acre). The applicant has also submitted a development agreement for the subject property.

Process

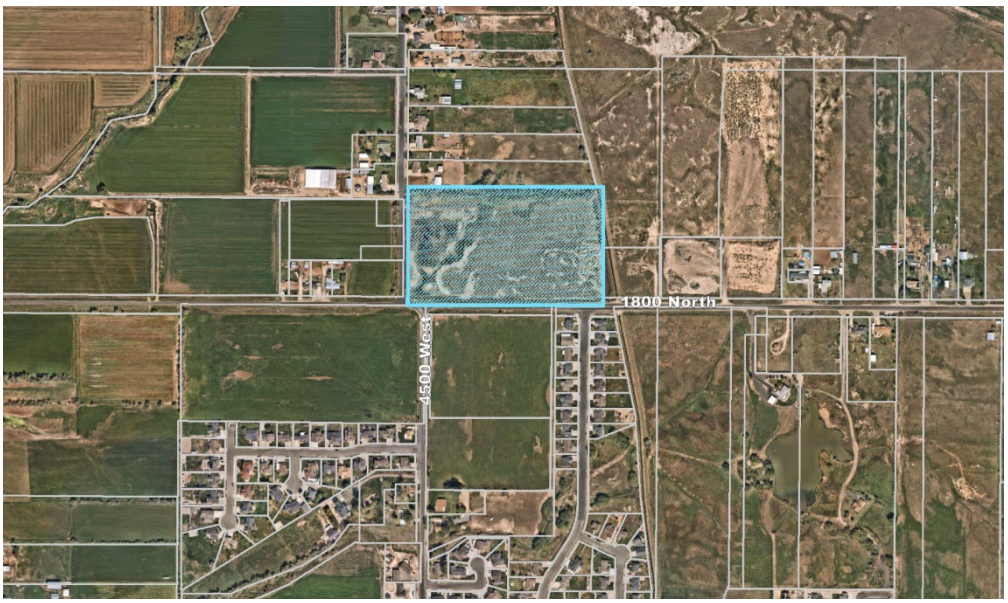
A rezone is a legislative decision. The Planning Commission must hold a public hearing and make a recommendation to the City Council. The City Council then holds a public hearing and can either approve, modify, or deny the request. The Planning Commission held a public hearing on June 9, 2022, and recommended approval of the rezone to R-4.

The development agreement does not modify any of the requirements found in the West Point City Code, and is therefore an administrative decision. A recommendation from the Planning Commission is not required and the City Council is not required to hold a public hearing.

Analysis

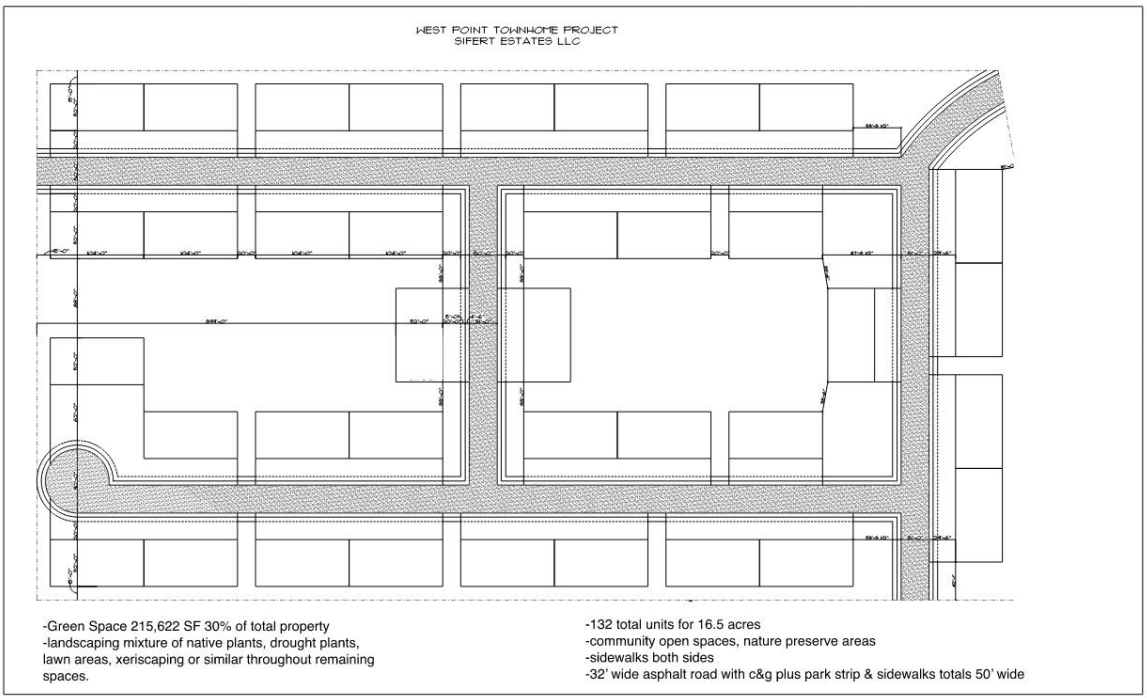
Rezone

The property is currently owned by the Davis School District. The General Plan on the property was recently approved to be changed from "Public/Institutional" to R-4. The applicant is now requesting to rezone the property to R-4, which allows up to 8 units per acre.



During the general plan process, a proposed plan was submitted that showed approximately 10 units per acre on the property. In doing subsequent work on the property, it was determined that there may be wetlands on the property that limit the developable property. The current plan shows townhomes at 8 units per acre, complying with the density in the R-4 zone.

Proposed Site Plan and Elevations



Development Agreement

Rezoning the property entitles the developer up to 8 units per acre. The rezone does not approve the proposed site plan or building elevations. Therefore, a development agreement has been proposed in order to create some certaintly for the City and the developer. Utah State Code 10-9a-532 allows a city to enter into a development agreement "containing any term that the municipality considers necessary or appropriate" to accomplish the purposes of the Utah Municipal Code.

A development agreement is an administrative decision, unless it contains requirements that are different from the zoning ordinance. If there are requirements that differ from the City's zoning ordinance, the agreement has to have a public hearing and recommendation from the Planning Commission. The proposed development agreement does not conflict with current City code, and therefore does not require a recommendation from the Planning Commission.

The development agreement outlines requirements for the proposed development on the property. It entitles the developer up to 132 residential units if all of the requirements of the agreement and code are met. The agreement also contains requirements for the following:

- Site Plan and Subdivision to be approved by City Council
- Site Plan and building elevations to be similar to those submitted
- Landscaping and amenities to be approved with Site Plan
- Building elevations to be approved with Site Plan
- Architectural requirements, such as brick and building articulation
- Road improvements, landscaping, and fencing along 1800 N and 4500 W
- Wetlands must be mitigated or found to be non-jurisdictional, or they do not count as open space or towards the gross area for density calculation

Recommendation

The development agreement is on for decision. If the City Council finds the agreement acceptable, staff recommends the agreement be approved by adopting Resolution No. 6-21-2022C

The rezone is on for public hearing and decision. The Planning Commission recommended approval of the rezone to R-4. If the City Council wants to approve the zoning, they can approve Ordinance No. 6-21-2022B.

Attachments

A. Application
B. Draft Development Agreement
C. Resolution
D. Ordinance

RESOLUTION NO. 06-21-2022C

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND RICK SCADDEN FOR THE DEVELOPMENT OF PROPERT LOCATED AT 1800 N 4500 W

WHEREAS, Rick Scadden, is an authorized agent of the real property located at approximately 1800 N 4500 W and identified as Davis County parcel identification number 14-038-0085; and

WHEREAS, West Point City desires to enter into a development agreement with Rick Scadden; and

WHEREAS, West Point City and Rick Scadden have jointly prepared the written agreement, attached hereto; and

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

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

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

PASSED AND ADOPTED this 21st day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND RICK SCADDEN

(NE Corner 1800 North 4500 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"), BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT (hereinafter referred to as "Owners") and RICK SCADDEN. (hereinafter referred to as "Developer"). The City and Developer collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 to R-4 (Residential), of certain property located at the northeast corner of 1800 North 4500 West, West Point City, UT, and contained by the following parcel number: 14-038-0085, (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately 16.5 acres; and

WHEREAS, the overall Subject Property is described in legal descriptions in more detail in "Exhibit A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owners are the Owners of the above described property and the Developer has an option to acquire and develop the property. The Developer has presented a proposal for development of the Subject Property to the City, which provides for development in a manner consistent with the overall objectives of West Point City's General Plan, and the concept is depicted on "Exhibit B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, the City has considered the overall benefits of the development for the Subject Property to allow development in exchange for improved standards for the homes, the landscaping, and the maintenance of the subject property; and

WHEREAS, City has approved R-4 zoning for the Subject Property (as shown in "Exhibit A") subject to the Developer agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

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

WHEREAS, the parties, having cooperating in the drafting of this agreement, understand and intend that this is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I
DEFINITIONS

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

1.1 “Owners Property” shall mean that property owned by Board of Education of Davis School District, as described in “Exhibit A”.

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

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

1.4 “Owners” shall mean the Board of Education of Davis School District.

1.5 “Developer” shall mean Rick Scadden, 118 E Lomond View Dr. North Ogden UT 84414. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest.

1.6 “Developers ’Undertakings” shall have the meaning set forth in Article IV.

1.7 “Subject Property” shall mean the 16.5 acres described in Exhibit A.

1.8 “Exhibit B” shall mean the map depicting the conceptual site plan, including the general layout of the units and open space.

1.9 “Maximum Residential Units” means the development on the Subject Property of 132 residential dwelling units.

ARTICLE II
CONDITIONS PRECEDENT

2.1 Developer shall close on the sale and take ownership of the Subject Property from the Owner within 14 days from the day of City Council approval of this agreement. If the sale and ownership transfer does not take place within 14 days this agreement shall be null and void.

ARTICLE III
CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, City shall accept an application for a Site Plan and Subdivision of the Subject Area from the Developer. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE IV
DEVELOPERS UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III and provided Developer has not terminated this Agreement pursuant to Section 7.8, Developer agrees to the following:

4.1 The Developer shall have the right to develop attached residential townhomes up to132 units ("Maximum Residential Units"), with access and connections to public roads and rights of ways in the locations shown on Exhibit B. The units shall generally be located in the configuration shown on the conceptual site plan in Exhibit B. Developer may reconfigure the townhomes to accommodate geotechnical or other terrain features, provided all setbacks and other requirements of the ordinance and this agreement are met. No single townhome building shall include more than a six-plex within the Subject Property.

4.2 Developer acknowledges that the development of the Maximum Residential units requires the Site Plan and Subdivision application comply with all City ordinances and the terms of this agreement. The City's entry into this agreement does not guarantee that the Developer will be able to construct the Maximum Residential Units.

4.3 The location of the sewer connection for the density approved by this Agreement shall be at approximately 1650 North 4500 West within existing manhole for the City's existing sewer system. Developer shall be responsible to construct and dedicate sewer improvements for the project leading to the aforementioned sewer connection.

4.4 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by West Point City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties. The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

4.5 Landscaped Lots. Developer shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted and approved as part of the Site Plan application. If, at the time a building is completed and ready for occupancy, the required landscaping has not been completed because of weather, drought, or other unavoidable circumstances, the Developer shall provide an escrow arrangement acceptable to the City in an amount sufficient to guarantee the completion of the required landscaping as soon as circumstances permit.

4.6 Trees. Developer shall plant trees in all park strips in a uniform fashion. One tree shall be planted every 30 feet along all public and private streets. Trees shall be from the list of permitted street trees in West Point City Code and must be a minimum 2-inch caliper tree.

4.7 Maintenance. Developer shall maintain all landscaping until a Homeowners Association is established. The HOA will then be responsible to maintain all landscaping and open space in the development.

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

a) Homeowners Association with bylaws to maintain the landscaping of the townhouse units and all common space in the development.

b) Architectural guidelines for all of the units and any accessory buildings in the development.

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

4.10 The following restrictions shall apply to all of the units built within the development:

a) Front facades to be at least 40% brick, rock or stone, with the remainder of the front façade to be fiber cement board or stucco.

b) 3 feet wainscot of brick, stone or rock on sides of the building.

c) Minimum square footage of 1200 square feet per townhome.

d) All buildings must have a 6-12 pitched roof.

e) All units must have a garage. At least 50 percent of the units per building shall contain a side-by-side two car garage.

f) No vinyl siding will be allowed.

g) Colors and finishes shall be varied throughout the development.

h) The building shall have articulation between units on the front and back of the building.

i) Patios on the back of the units shall include a cover.

j) The units shall not have basements.

4.11 Developer shall be required to submit a traffic study as part of the Site Plan application. If a traffic study has been submitted for an adjacent property in the last five years, that study can be used to satisfy this requirement.

4.12 Developer shall install improvements on 1800 North and 4500 West, including curb, gutter, sidewalk, asphalt to the curb, park strip landscaping,. Road improvements on 1800 N and 4500 West shall be completed prior to any building permits being issued, or any remaining work must be escrowed.

4.13 Developer shall install a landscape buffer behind the sidewalk on 1800 North and 4500 West, including an 8- foot landscape buffer and a 6-foot vinyl fence. The park strip landscaping, buffer landscaping, and fence shall be installed prior to 50 percent of the building permits being issued.

4.14. 1800 North is a State road and access and other improvements must be reviewed and approved by the Utah Department of Transportation (UDOT). Access and improvement plans for 1800 North shall be approved by UDOT prior to final plat approval for any subdivision phases on the subject property.

4.15 No less than 30 percent of the gross project area shall be landscaped and designated for usable open space uses. Usable open space means spaces that serve a recreation function and not leftover nonusable pieces. Any property designated as a wetland or other nonbuildable property shall not count towards the required open space unless an amendment to this agreement is approved by the City Council allowing such property to count towards the open space requirement.

4.16 Amenities shall be reviewed and approved as part of the Site Plan application.

4.17 The density on the site shall be calculated on the gross area of the Subject Property but shall not include sensitive lands, including wetlands, as defined in West Point City Code. If wetlands are found to be non-jurisdictional by the Army Corp of Engineers, or able to be mitigated in a manner approved by the appropriate authority, that property can then be counted in the gross area. An amendment to this agreement could be approved by the City Council that would allow any jurisdictional wetlands to be counted in the gross area.

4.18 The existing irrigation ditch on the north property line must be accommodated, either by rerouting or piping the ditch. The line must be maintained within a 20-foot utility easement. This easement can still count towards open space and density requirements.

4.19 The Developer may add property to this agreement as long as it is contiguous to the Subject Property and less than five acres. The additional property shall be subject to all terms and conditions of this agreement. If a site plan or subdivision application has already been approved for the Subject Property, those approvals would need to be amended through the appropriate process.

4.20 Not Considered Approvals. Except as otherwise provided, these enumerations are

not to be construed as approvals hereof, as any required process must be pursued independent hereof.

4.21 Amendments. Developers agree to limit development to the uses provided herein. If other uses are desired, Developers agrees to seek amendment of this Agreement before pursuing approval thereof.

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

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

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

5.2 Completion Date. The Developers shall, 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 Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers 'Undertakings.

5.5 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

ARTICLE VI
REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take

reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieve Party may institute such proceedings as may be necessary or desirable in its opinion to:

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

6.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

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

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

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

6.4 Rights of Developers. In the event of a default by Developers 'assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers 'cure period shall be extended by thirty (30) days.

ARTICLE VII
GENERAL PROVISIONS

7.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers

and their successors and assigns, and where the term “Developers” is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) 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 shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: RICK SCADDEN

118 E Lomond View Dr.
North Ogden UT 84414

To City: WEST POINT CITY CORPORATION

3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

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

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 Developer or Developers 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 Attorneys ’Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the

part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys ’fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

7.8 Expiration. The term of this Development Agreement shall commence upon the effective date and continue until December 31, 2042. Upon termination of this agreement, any undeveloped property shall become subject to the then existing City ordinances and requirements, and all development rights vested under this agreement shall expire except that such expiration shall not apply to any site plans or subdivisions that have been approved prior to termination. This agreement will also terminate automatically at Buildout.

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.
WEST POINT CITY CORPORATION:

_____
Brian Vincent, Mayor

ATTEST:

_____
City Recorder

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

_____

Rick Scadden

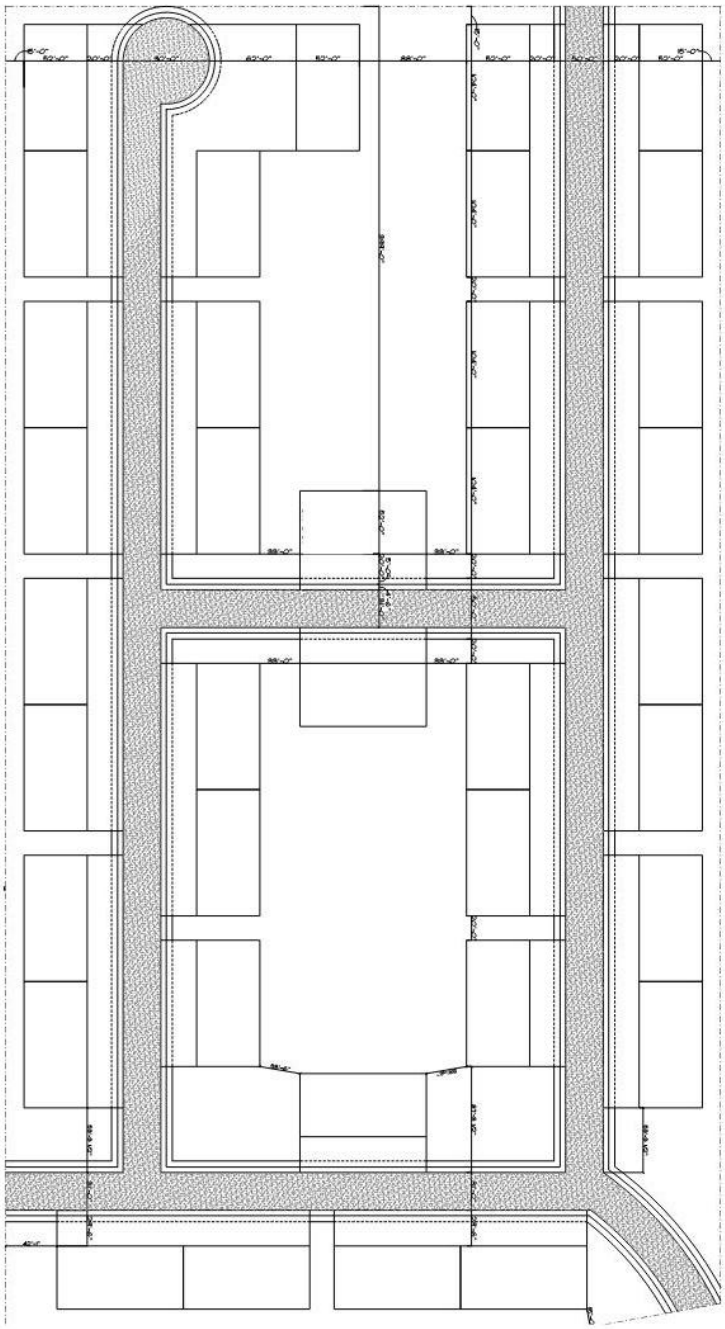
Subscribed and sworn to me this _____ day of _____ 20__
_____
Notary Public
Residing in: _____
My Commission Expires: _____

EXHIBIT A

Parcel:
14-038-0085

Legal Description:
BEG AT THE CENTER OF SEC 30-T5N-R2W, SLM; & RUN TH N 89^59'32" W 106.07 FT ALG THE 1/4 SEC TO THE EXTENSION OF THE E LINE OF 4500 WEST STR; TH N 0^24'35" E 660.04 FT TO & ALG THE E LINE OF 4500 WEST STR, ALSO BEING ALG A FENCE LINE TO THE S LINE OF LOT 4, DAVIS FARMS WEST SUB; TH S 89^59'08" E 1082.00 FT ALG THE S LINE OF LOT 4, DAVIS FARMS WEST SUB & BEYOND; TH S 0^48'41" E 660.08 FT TO THE 1/4 SEC LINE; TH N 89^58'02" W 990.00 FT ALG SD 1/4 SEC TO THE POB. CONT. 16.50 ACRES

EXHIBIT B

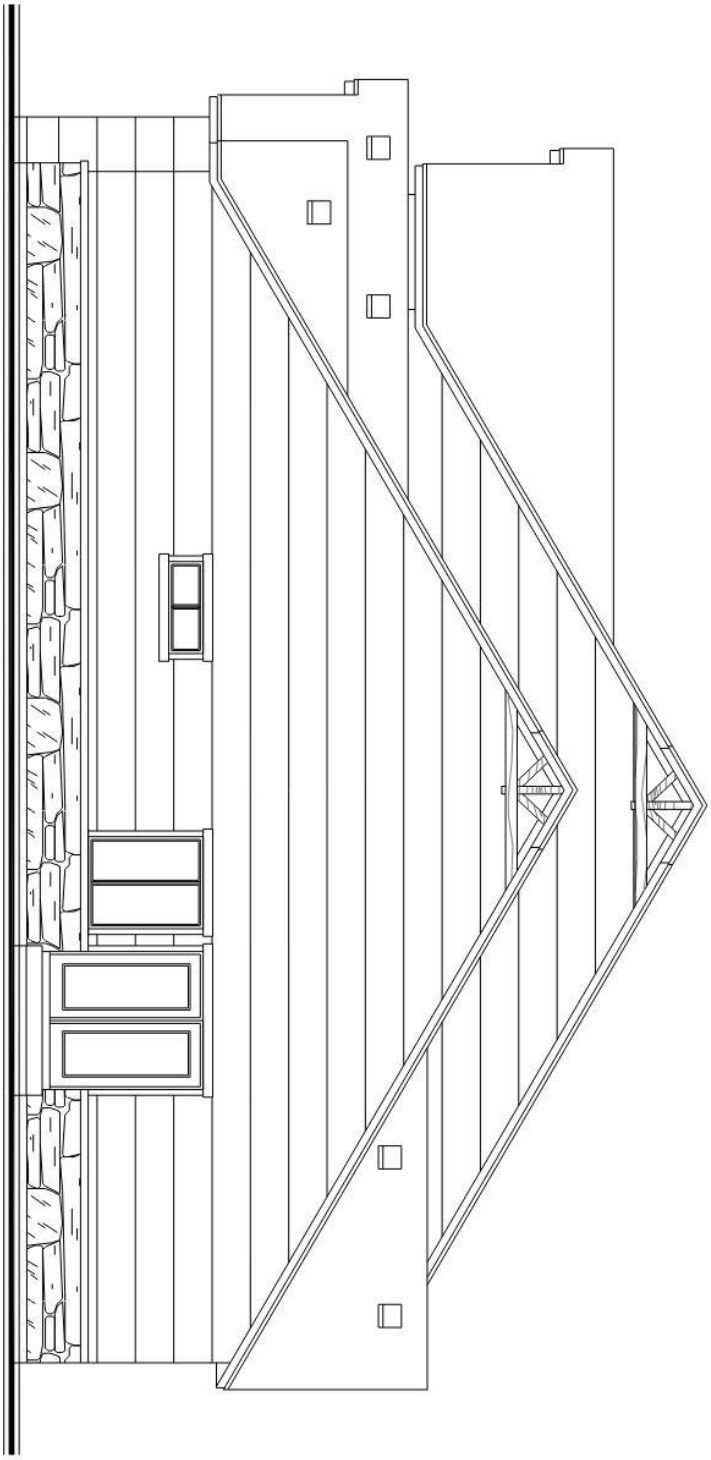


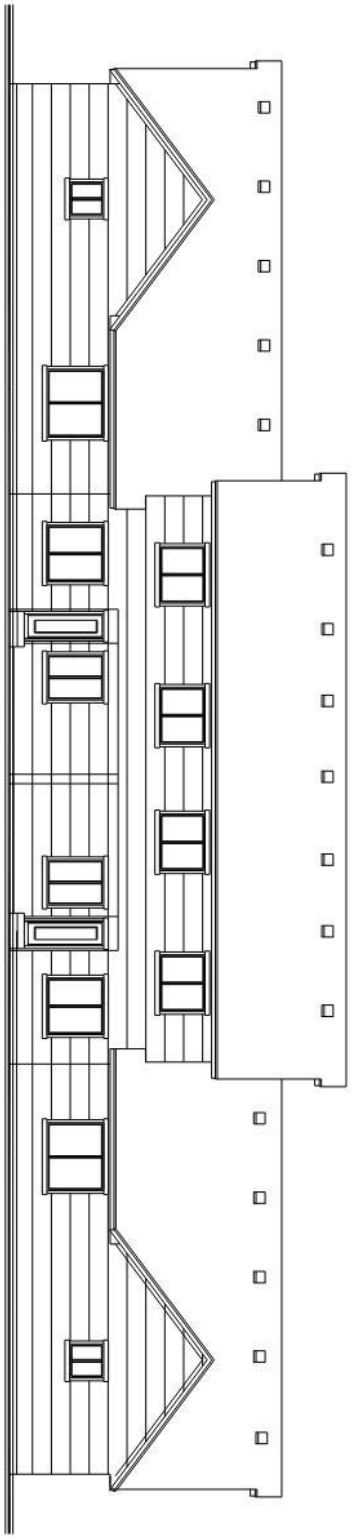
-Green Space 215,622 SF 30% of total property
-landscaping mixture of native plants, drought plants, lawn areas, xeriscaping or similar throughout remaining spaces.

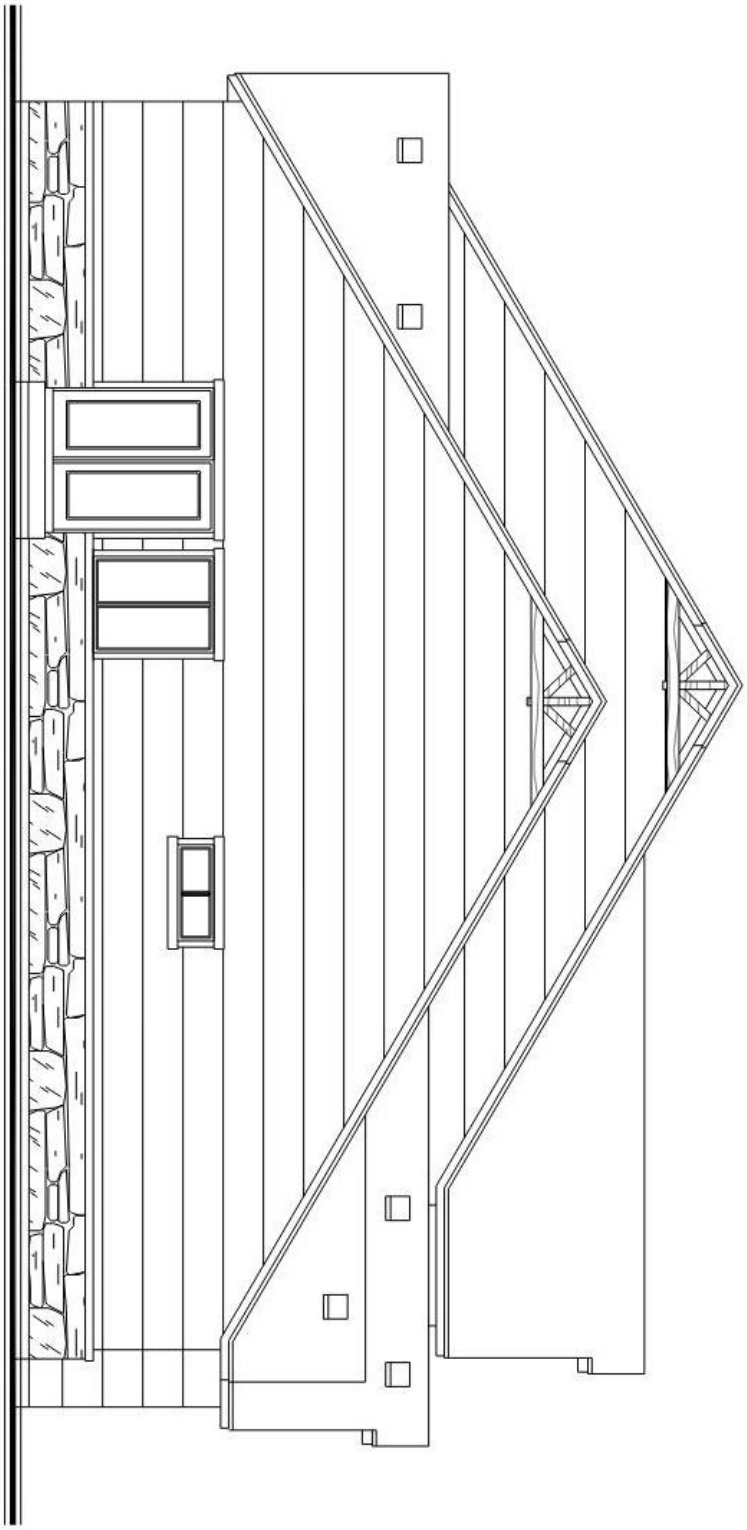
-132 total units for 16.5 acres
-community open spaces, nature preserve areas
-sidewalks both sides
-32' wide asphalt road with c&g plus park strip & sidewalks totals 50' wide

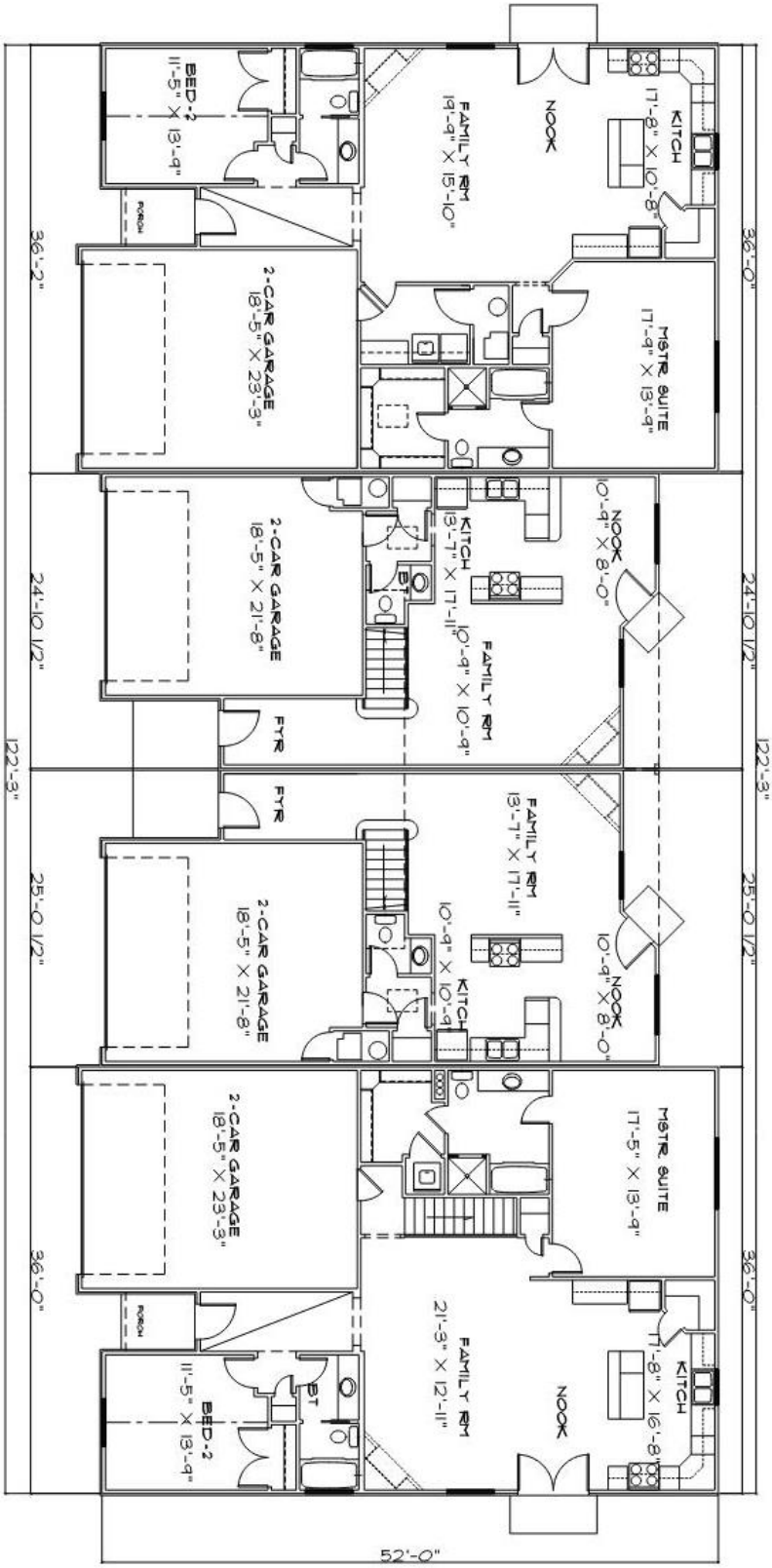
EXHIBIT C

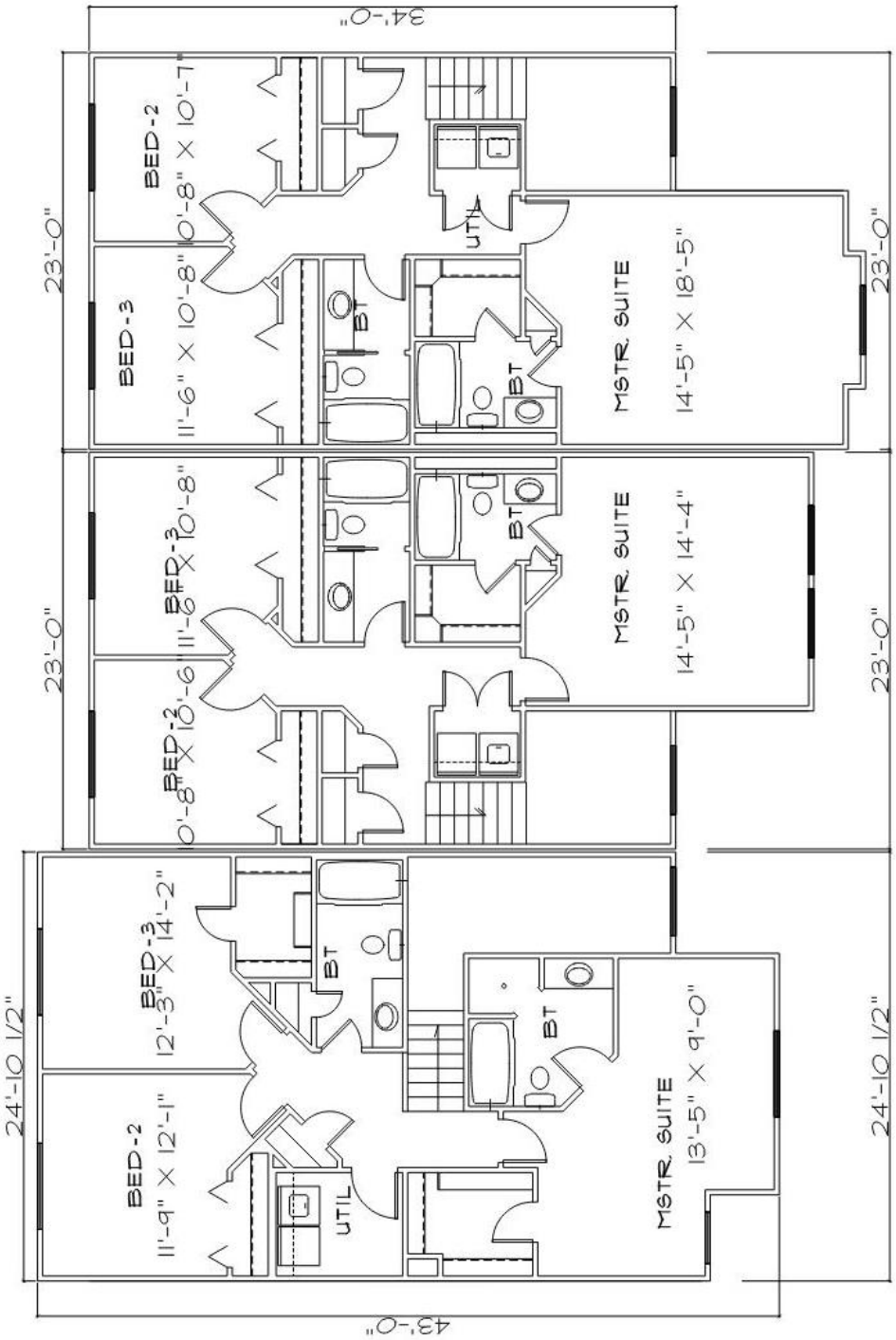
-Painted cementious or smart siding or similar siding for exterior fronts/sides/back elevations
-Architectural or dimensional shingles roofing
-Thin brick or thin stone veneer at watertable
-Vinyl windows
-Timberlike details or similar alternative
-Vinyl shutters

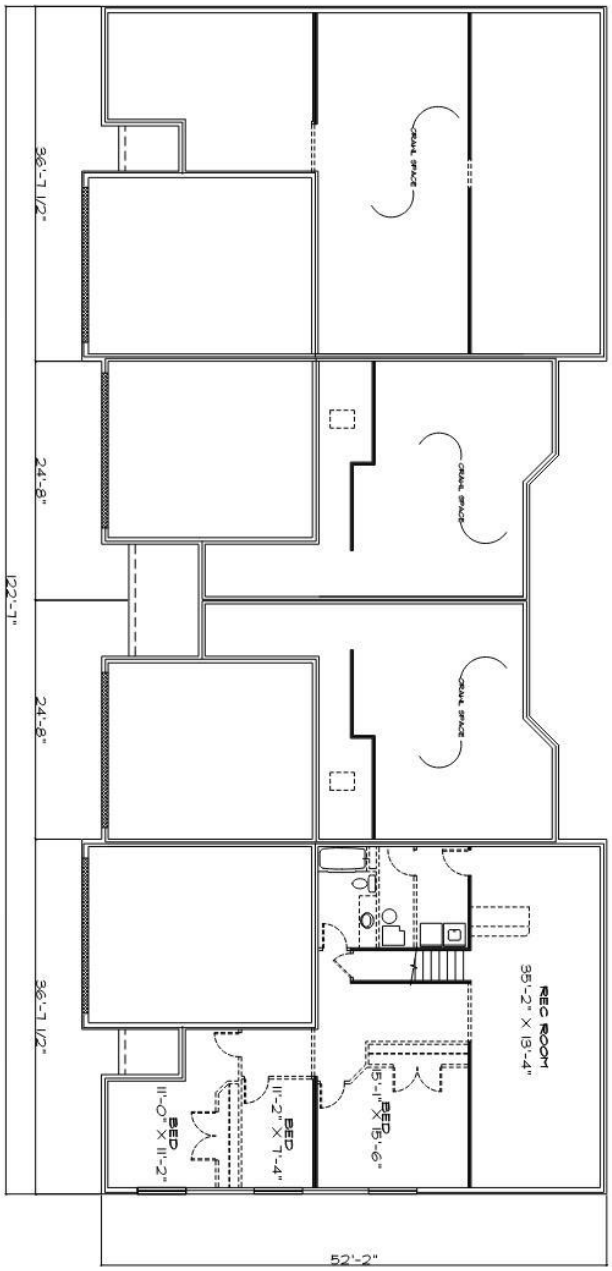







KITCH
17'-8" X 10'-8"
NOOK
FAMILY RM
19'-9" X 15'-10"
BED-2
11'-5" X 13'-9"
MSTR. SUITE
17'-9" X 13'-9"
2-CAR GARAGE
18'-5" X 23'-3"
36'-0"
36'-2"
NOOK
10'-9" X 8'-0"
KITCH
13'-7" X 17'-11"
FAMILY RM
10'-9" X 10'-9"
2-CAR GARAGE
18'-5" X 21'-8"
24'-10 1/2"
24'-10 1/2"
FTR
FAMILY RM
13'-7" X 17'-11"
KITCH
10'-9" X 10'-9"
NOOK
10'-9" X 8'-0"
FTR
2-CAR GARAGE
18'-5" X 21'-8"
25'-0 1/2"
25'-0 1/2"
MSTR. SUITE
17'-5" X 13'-9"
2-CAR GARAGE
18'-5" X 23'-3"
36'-0"
36'-0"
KITCH
17'-8" X 16'-8"
NOOK
FAMILY RM
21'-3" X 12'-11"
BT
BED-2
11'-5" X 13'-9"
122'-3"
122'-3"
52'-0"


34'-0"
23'-0"
BED-2
10'-8" X 10'-7"
BED-3
11'-6" X 10'-8"
UTIL
BT
BT
MSTR. SUITE
14'-5" X 18'-5"
23'-0"
23'-0"
BED-3
11'-6" X 10'-8"
BED-2
10'-6" X 10'-8"
BT
MSTR. SUITE
14'-5" X 14'-4"
23'-0"
24'-10 1/2"
BED-3
12'-3" X 14'-2"
BED-2
11'-9" X 12'-1"
UTIL
BT
BT
MSTR. SUITE
13'-5" X 9'-0"
24'-10 1/2"
43'-0"


REC ROOM
35'-2" X 13'-4"
BED
15'-1" X 15'-6"
BED
11'-2" X 7'-4"
BED
11'-0" X 11'-2"
CRAWL SPACE
CRAWL SPACE
CRAWL SPACE
36'-7 1/2"
24'-8"
24'-8"
36'-7 1/2"
122'-7"
52'-2"

ORDINANCE NO. 06-21-2022B

AN ORDINANCE REZONING PROPERTY LOCATED AT 1800 N 4500 W FROM A-40 TO R-4

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City" has determined to rezone certain property; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said rezone; and,

WHEREAS, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One:

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezone and the Zoning Map amended by removing the property from the A-40 zone and placing the property in the R-4 zone.

Legal Description:

See Exhibit A attached hereto.

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this 21st day of June, 2022.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

EXHIBIT A

Parcel:
14-038-0085

Legal Description:
BEG AT THE CENTER OF SEC 30-T5N-R2W, SLM; & RUN TH N 89^59'32" W 106.07 FT ALG THE 1/4 SEC TO THE EXTENSION OF THE E LINE OF 4500 WEST STR; TH N 0^24'35" E 660.04 FT TO & ALG THE E LINE OF 4500 WEST STR, ALSO BEING ALG A FENCE LINE TO THE S LINE OF LOT 4, DAVIS FARMS WEST SUB; TH S 89^59'08" E 1082.00 FT ALG THE S LINE OF LOT 4, DAVIS FARMS WEST SUB & BEYOND; TH S 0^48'41" E 660.08 FT TO THE 1/4 SEC LINE; TH N 89^58'02" W 990.00 FT ALG SD 1/4 SEC TO THE POB. CONT. 16.50 ACRES

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Brian Vincent
Mayor

ATTEST:

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CITY COUNCIL STAFF REPORT

Subject: Landscaping at Seasons at Simpson Springs
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 21, 2022

Background

The Seasons at Simpson Springs development (previously Sunset Vistas) was approved in 2019. The approval was subject to a development agreement that required the developer to build a private park. They were also required to landscape the front and rear yards of all of the homes in the subdivision. Due to the drought conditions last year, the park and yard landscaping was unable to be installed. The developer is now requesting to amend the development agreement to revise their landscaping plans.

Analysis

The developer was required to install the park per the approved plans attached to the development agreement. These plans show sod in the center of the park, with "natural" landscaping on the north and south. Despite the City's request that the developer wait to install sod, the sod has now been installed in the park. Some of the area was changed to rock landscaping. The developer is requesting that the City approve the amended landscaping plan to accept the changes that have been made.

The agreement also states that the developer is required to install the front and rear yard of all homes in the subdivision. The requirement from the agreement is below:

> b. Landscaping front yards and rear yards by Developer or Home Builder during construction of the homes. If, at the time a home is completed and ready for occupancy, the required landscaping has not been completed because of weather or other unavoidable circumstances, the Home Builder shall provide a form of bond or escrow arrangement acceptable to the City and the buyer in an amount sufficient to guarantee the completion of the required landscaping as more fully described below as soon as circumstances permit; and upon verification that the bond or escrow arrangement is in place, the City will issue a certificate of occupancy. Front yard landscaping to include: Sod, sprinkling system, 2 trees, 5 shrubs, barked flower beds with a concrete border. Back yard landscaping to include: Sod, sprinkling system, 2 trees, 5 shrubs, barked flower beds with a concrete border.

Due to the drought, the majority of the landscaping could not be installed last year. The developer has been working with the City to determine how the landscaping should be completed. Staff recommends that the developer install as much as possible considering the

drought conditions. This means fully landscaping the front yards and all landscaping in the rear yard, except sod. Staff suggests the Developer approaches each homeowner with the following options for the ***rear*** yard. The homeowner can choose one:

1. Install all landscape amenities called for in the original agreement with the exception of sod and have the sod amount be placed in escrow.
   Or
2. Install nothing in the rear yard, with the exception of a sprinkling system and have all other elements be calculated and placed in escrow.
   Or
3. Install nothing in the rear yard and have all elements be calculated and placed in escrow.

We don't want this to be an a la cart type scenario and this might allow for some flexibility for both the Developer and the Homeowners

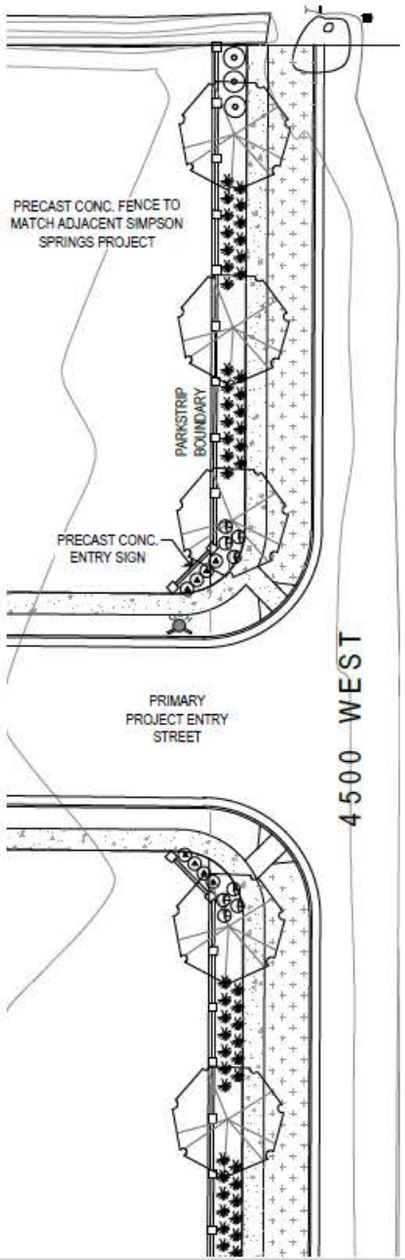
Upon inspection of the park space, staff believes the developer has met the requirements of the settlement agreement and recommend the Council approve the revised landscape plan.

Recommendation

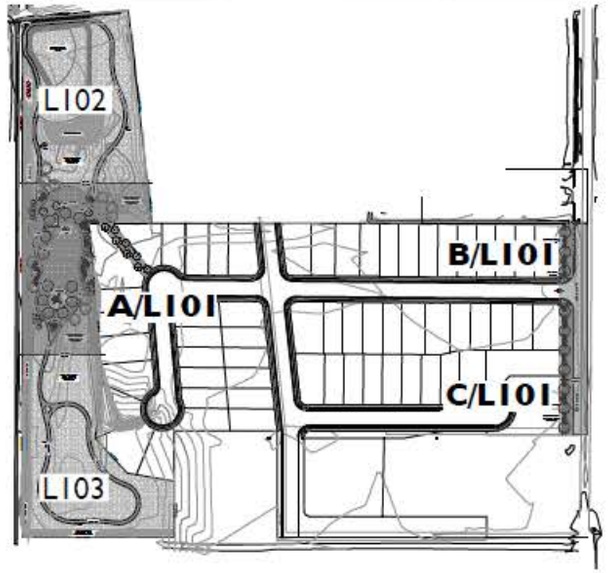
Staff recommends that the revised landscaping plan for the park be approved and that the developer be required to meet all front and rear yard requirements of the original agreement with one of the three rear yard options outlined above.

Attachments

A. Site Plan
B. Resolution
C. Amended Development Agreement

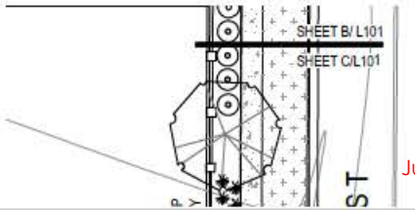


PROJECT SHEET LAYOUT



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. 06-21-2022E

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 21st 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

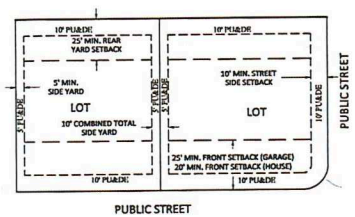
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	62°10'55"	16.28	N31°20'14"E	15.49
C2	15.00	28°04'55"	7.35	N76°28'09"E	7.28
C3	15.00	83°09'23"	21.77	S47°54'42"E	19.91
C4	15.00	96°50'37"	25.35	N42°05'18"E	22.44
C5	15.00	22°56'47"	6.01	S78°01'00"E	5.97
C6	15.00	27°02'54"	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°13'28"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

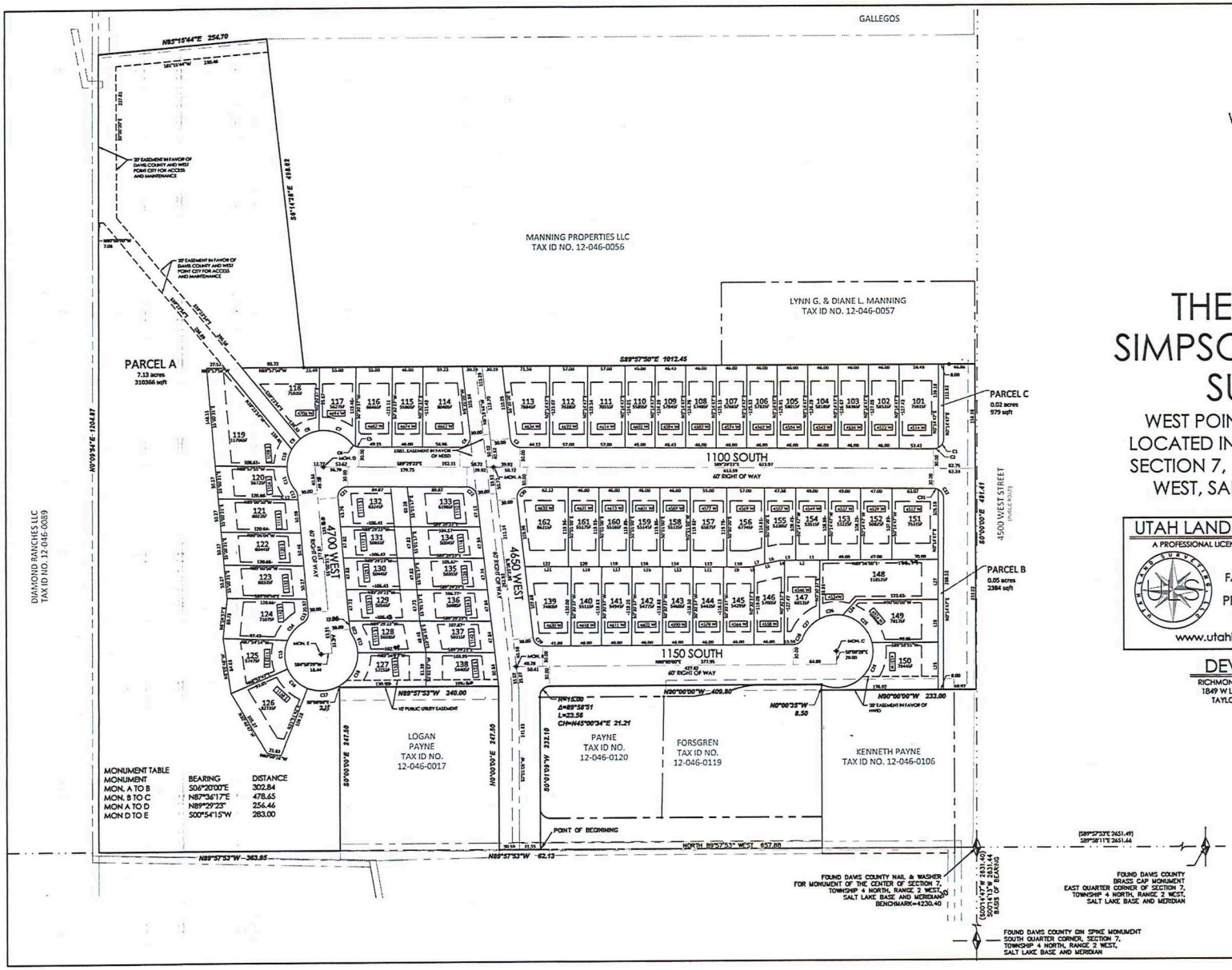
1359 FAIRWAY CIR
FARMINGTON, UT 84025

PHONE 801.725.8395
FAX 801.820.7775

www.utahlandsurveying.com

COUNTY RECORDER
ENTRY NO. 3307569 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 Gill - Weatherby
COUNTY RECORDER

BY: _____
DEPUTY



MONUMENT TABLE		
MONUMENT	BEARING	DISTANCE
MON. A TO B	S36°20'00"E	302.84
MON. B TO C	N87°36'17"E	478.65
MON A TO D	N89°29'23"	256.46
MON D TO E	S00°54'15"W	283.00

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 10-25-2022 AT 1:24
IN BOOK 2623 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
3/23/22
STATE OF UTAH

SHEET 2 OF 2

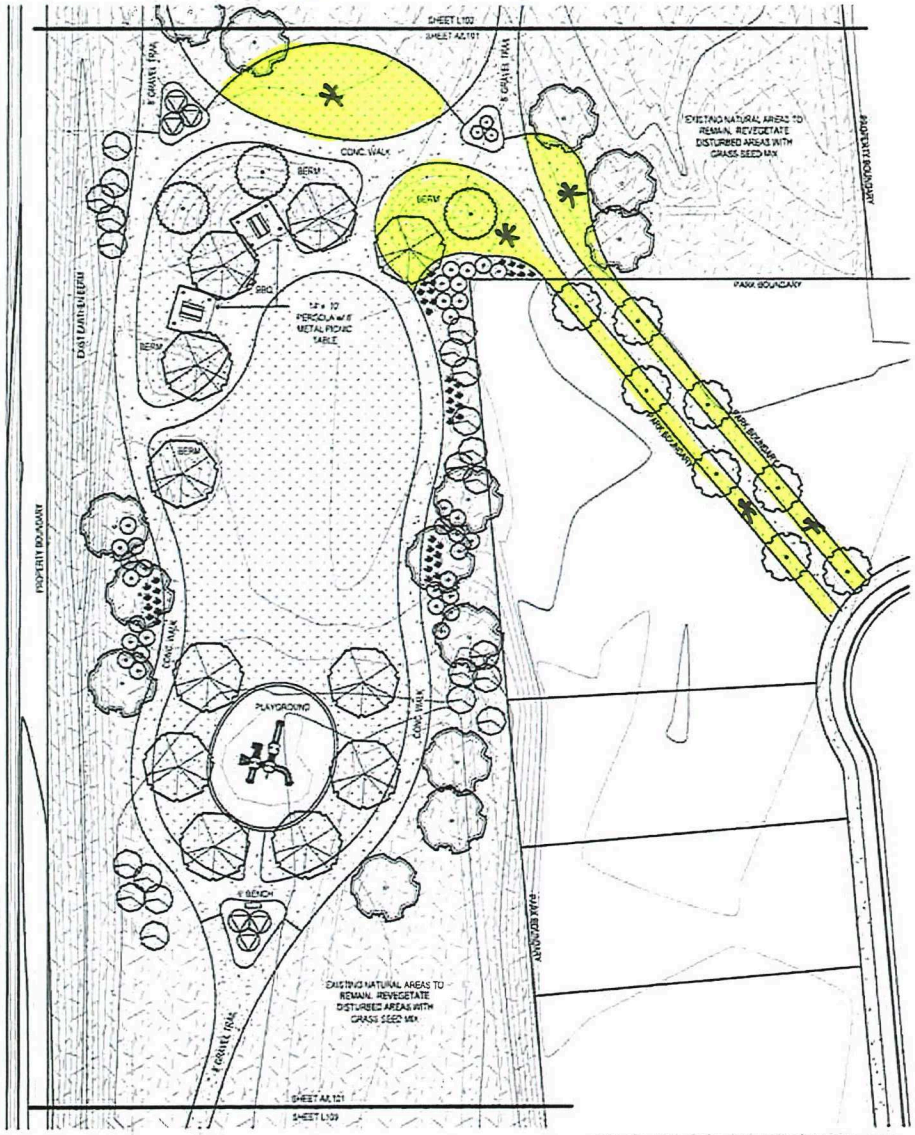
EXHIBIT B

Development Agreement Exhibit F

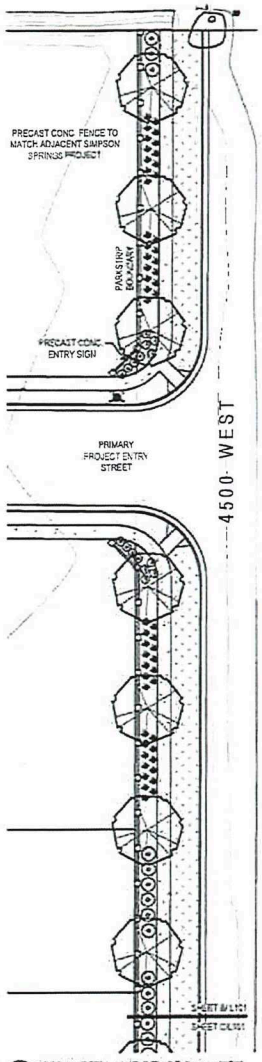
(see attached)

8

*areas to be substituted

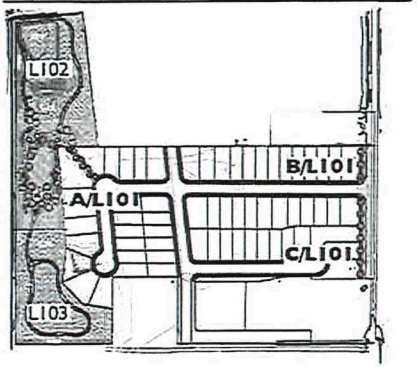


A CENTRAL PARK AREA LANDSCAPE PLAN



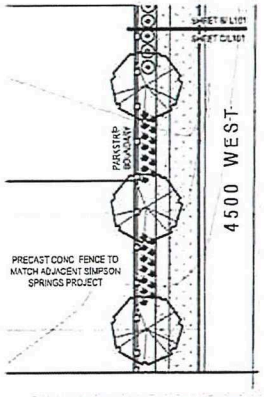
B 4500 WEST LANDSCAPE PLAN

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			
	29,723 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

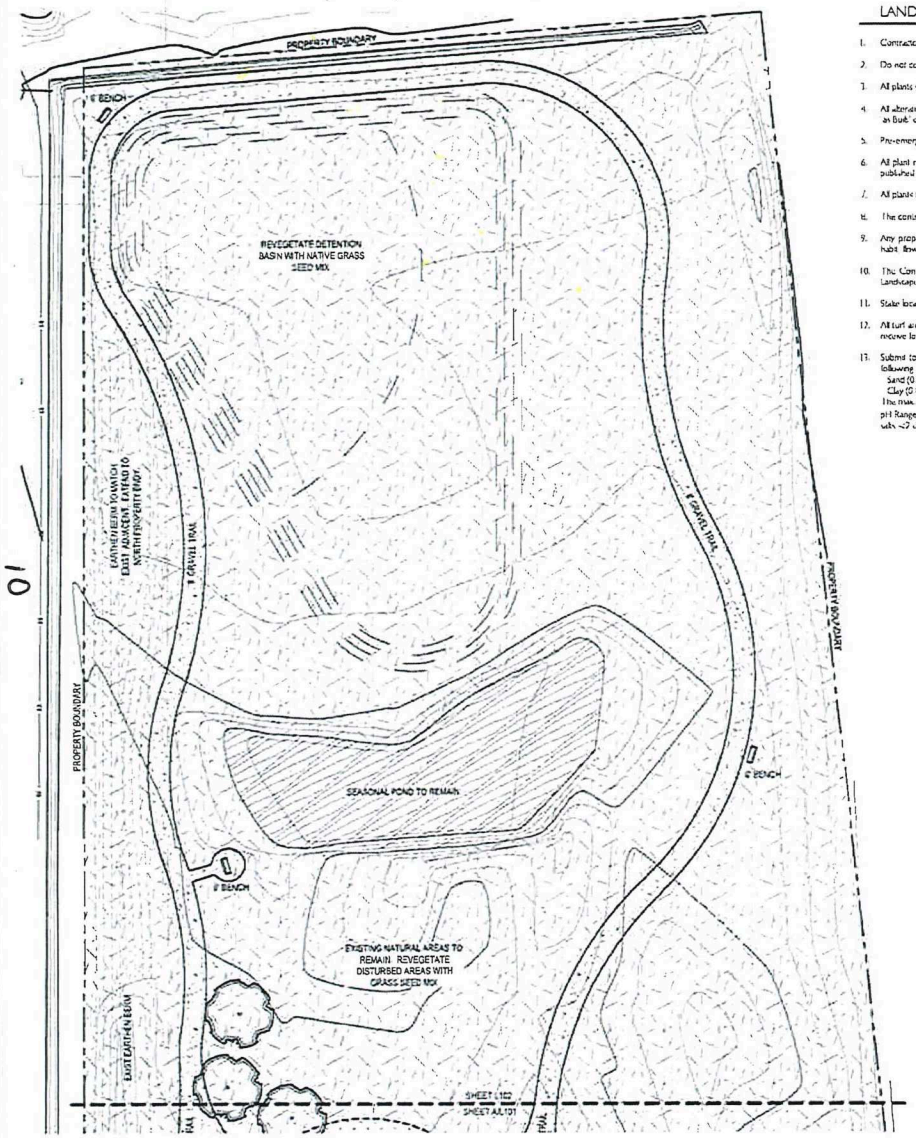
STB DESIGN

SUNSET VISTAS
WEST POINT, UTAH

LANDSCAPE PLAN

L101

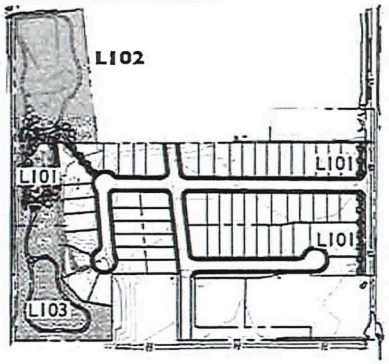
JEH



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 <7 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
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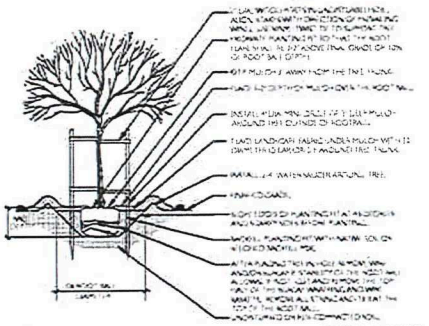
	15	RHUS AROMATICA 'GRO LOW'	GROW LOW SUMAC	2 GAL
	3	ROSA WOODSII	WOODS ROSE	2 GAL
	3	SPIRAEA BUMALDS 'GOLDFLAME'	GOLDFLAME SPIREA	
	6	SYRINGA VULGARIS	COMMON LILAC	5 GAL
	TURF			
	25,133 S.F.	CHANSHANE IMPERIAL BLUE		SOD
	NATIVE VEGETATION			
		EXISTING NATURAL AREAS TO REMAIN. REVEGETATE DISTURBED AREAS WITH GRASS SEED MIX		



A NORTH PARK AREA LANDSCAPE PLAN

B TREE PLANTING

STB DESIGN

LANDSCAPE ARCHITECTURE & LAND PLANNING

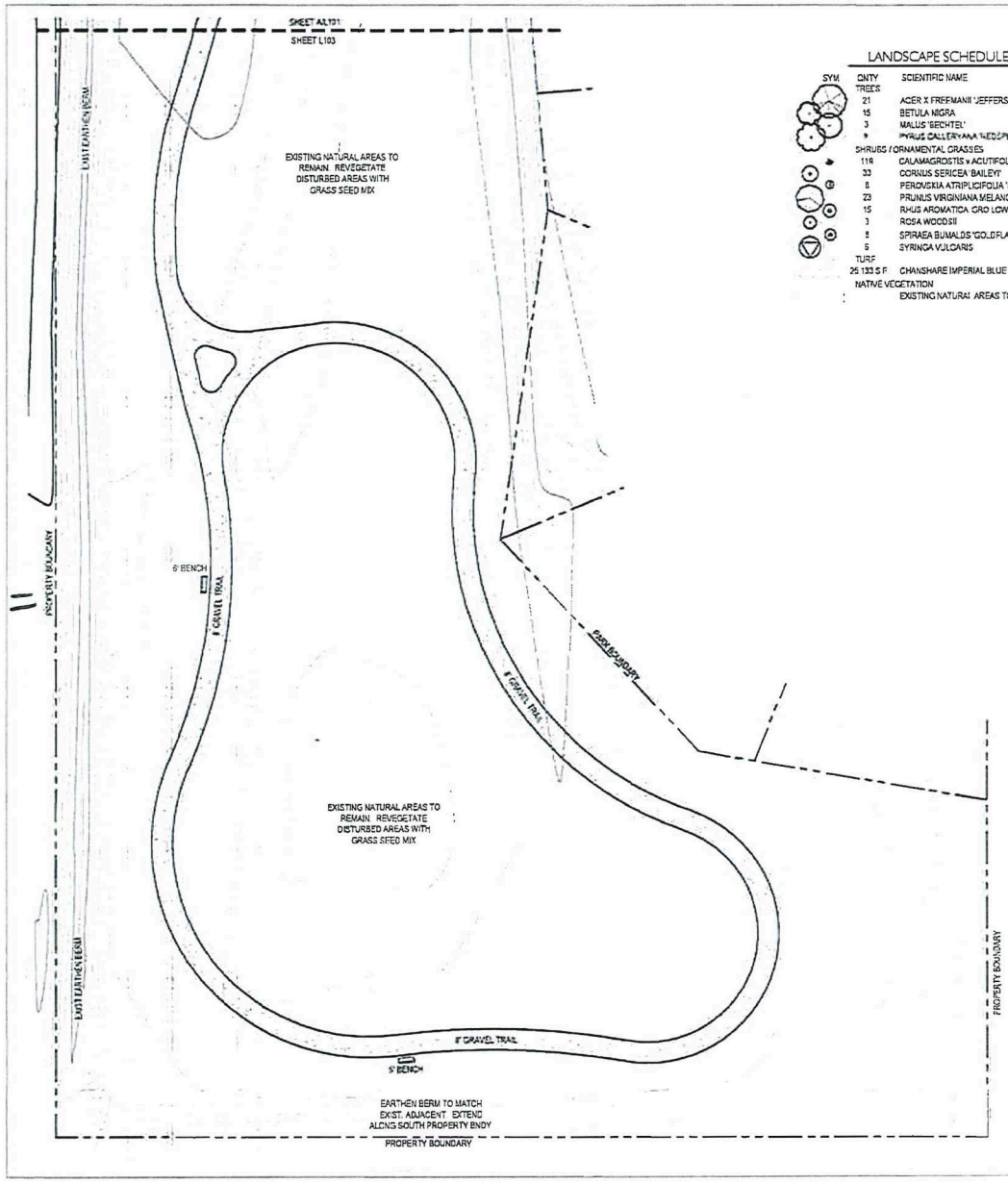
SUNSET VISTAS

WEST POINT, UTAH

LANDSCAPE PLAN

L102

JEH



LANDSCAPE SCHEDULE

SYM	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
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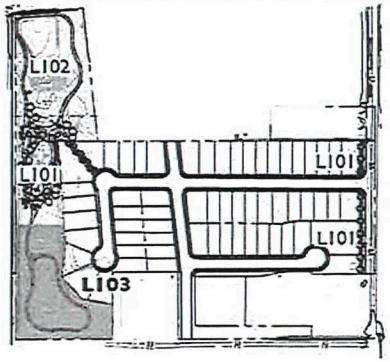
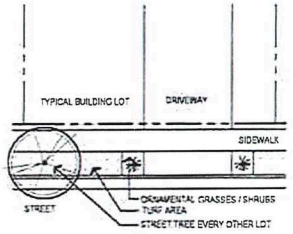
	5	SYRINGA VULGARIS	COMMON LILAC	5 GAL
TURF				
	25 133 S F	CHANSHARE IMPERIAL BLUE		SOD
NATIVE VEGETATION				
		EXISTING NATURAL AREAS TO REMAIN REVEGETATE DISTURBED AREAS WITH GRASS SEED MIX		

PROJECT SHEET LAYOUT





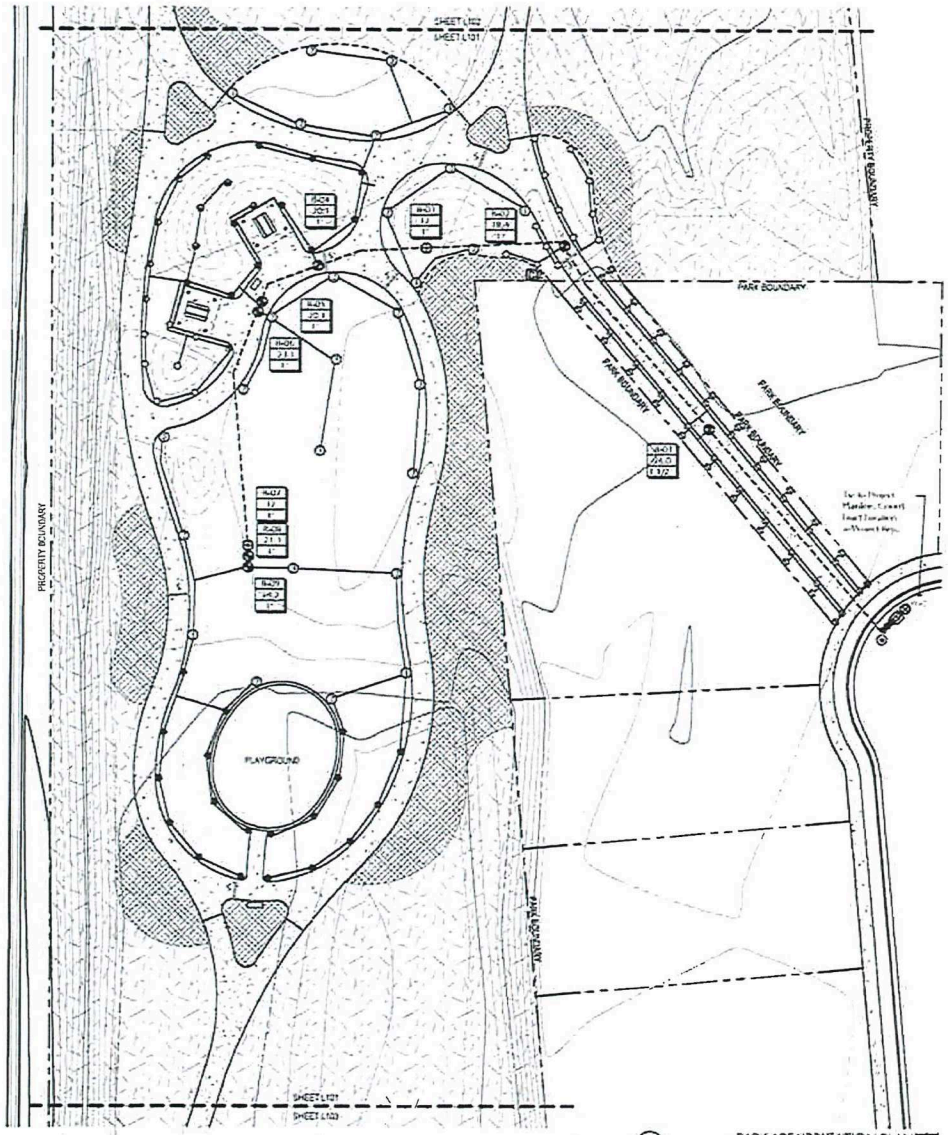
B TYPICAL LOT FRONTAGE PARK STRIP LANDSCAPE

A SOUTH PARK AREA LANDSCAPE PLAN

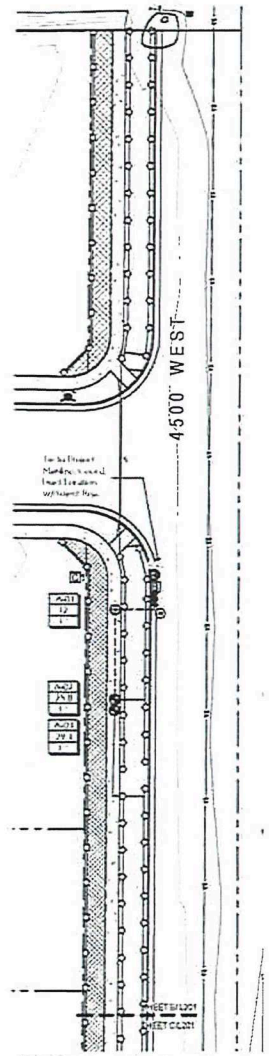
SUNSET VISTAS
WEST POINT, UTAH

LANDSCAPE PLAN

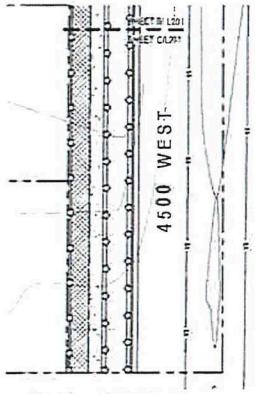
L103



A PARK AREA IRRIGATION PLAN



B 4500 WEST IRRIGATION PLAN



C 4500 WEST IRRIGATION PLAN

IRRIGATION SCHEDULE

SYM.	MODEL	PSI	GPM (ARC)	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 Emitter Cap - 2/Plant, 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-LXME - 8 Stations
Rainbird ESP-12LXME - 12 Stations
Backflow Preventer - 1
Stop and Waste - 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 - water to end of lateral	0 - 150 ft.	150 - 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	9 - 12 GPM	6 - 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	31 - 50 GPM	31 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM

STB DESIGN

LANDSCAPE ARCHITECTURE & LAND PLANNING

SUNSET VISTAS
WEST POINT, UTAH

IRRIGATION PLAN

L201

JEH

CITY COUNCIL STAFF REPORT

Subject: Text Changes to Accessory Dwelling Unit Regulations
Author: Bryn MacDonald
Department: Community Development
Date: June 21, 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.

Process

A text change requires a public hearing and recommendation from the Planning Commission. The City Council then holds a public hearing and makes a final decision. The Planning Commission held a public hearing on May 12, 2022 and recommended approval of the text change.

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

At the City Council meeting on June 7, 2022, the Council expressed some concerns about potentially allowing for a 2-story detached ADU. Staff has prepared two different drafts of the proposed text, one that includes the 2-story ADU and one version that has it removed.

			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 public hearing and decision. The Planning Commission recommended approval of the proposed text change for accessory dwelling units.

Attachments

Draft Ordinance (with 2- story ADU)

Draft Ordinance (without 2-story ADU)

ORDINANCE NO. 06-21-2022A

AN ORDINANCE AMENDING WEST POINT CITY CODE TITLE 17 LAND USE AND DEVELOPMENT CODE SECTION 17.70.060 REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") desires to amend Title 17 Land Use and Development Code section 17.130.090(E)(7) of the West Point City Code; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said amendments; and,

WHEREAS, the City Council, after due consideration of said amendments, has concluded that it is in the best interest of the City and the inhabitants thereof that said amendments be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One: Adoption of New Provisions

The following section of the West Point City Code is adopted to read as follows: (Strike through text indicates text being removed from the code, and underlined text indicates new additions).

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.

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	15,000 sf
Size Limit, Habitable	No Limitation	50% up to 800 sf	650 sf (on lots less than 12,000 sf) 800 sf (on lots greater than 12,000 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

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							

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this 21st day of June, 2022

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

_____
Casey Arnold
City Recorder

ORDINANCE NO. 06-21-2022A

AN ORDINANCE AMENDING WEST POINT CITY CODE TITLE 17 LAND USE AND DEVELOPMENT CODE SECTION 17.70.060 REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") desires to amend Title 17 Land Use and Development Code section 17.130.090(E)(7) of the West Point City Code; and

WHEREAS, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the City Council has duly considered said amendments; and,

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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)].

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b. No portion of the detached ADU shall be further away than 150 feet from the public road.

Table 17.70.060-1

	Internal ADU	**Attached ADU**	**Detached Single Story ADU**
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Rear Yard Area
Minimum Lot Size	6,000 sf	6,000 sf	10,000 sf
Size Limit, Habitable	No Limitation	50% up to 800 sf	650 sf (on lots less than 12,000 sf) 800 sf (on lots greater than 12,000 sf)
Maximum Height Limit	Same as Primary Dwelling	Same as Primary Dwelling	No taller than the primary dwelling
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10’
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10’
Off-Street Parking	1	1	2

17.60.050 Table of Land Use Regulations

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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							

Section Two: **ORDINANCES TO CONFORM WITH AMENDMENTS**

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

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this 21st day of June, 2022

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

ATTEST:

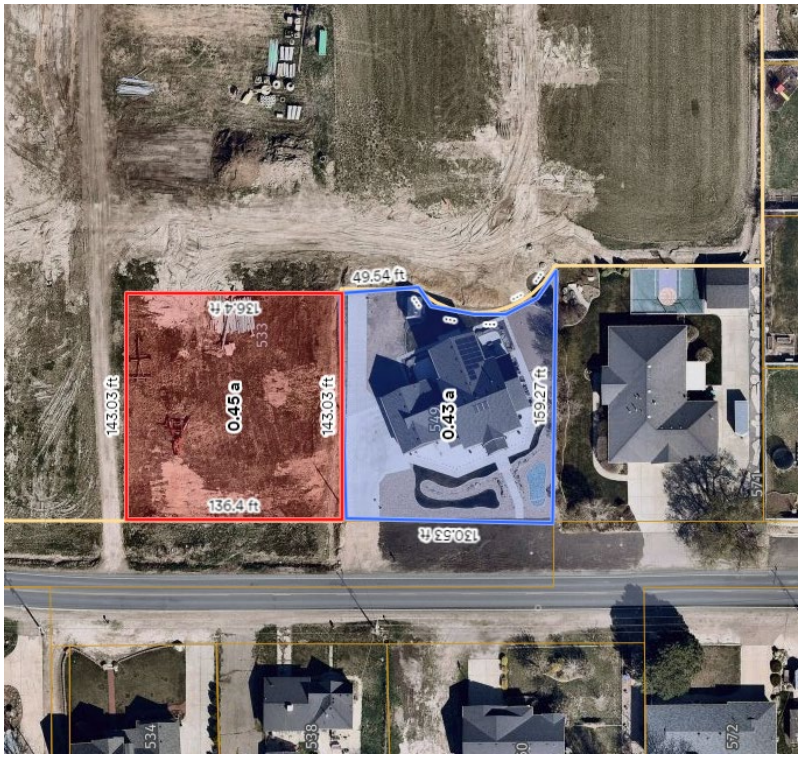
_____
Casey Arnold
City Recorder

CITY COUNCIL STAFF REPORT

Subject: Discussion of a Plat Amendment for Craythorne Homestead Ph 2
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 21, 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 in blue. The property that is being added is shown in red.

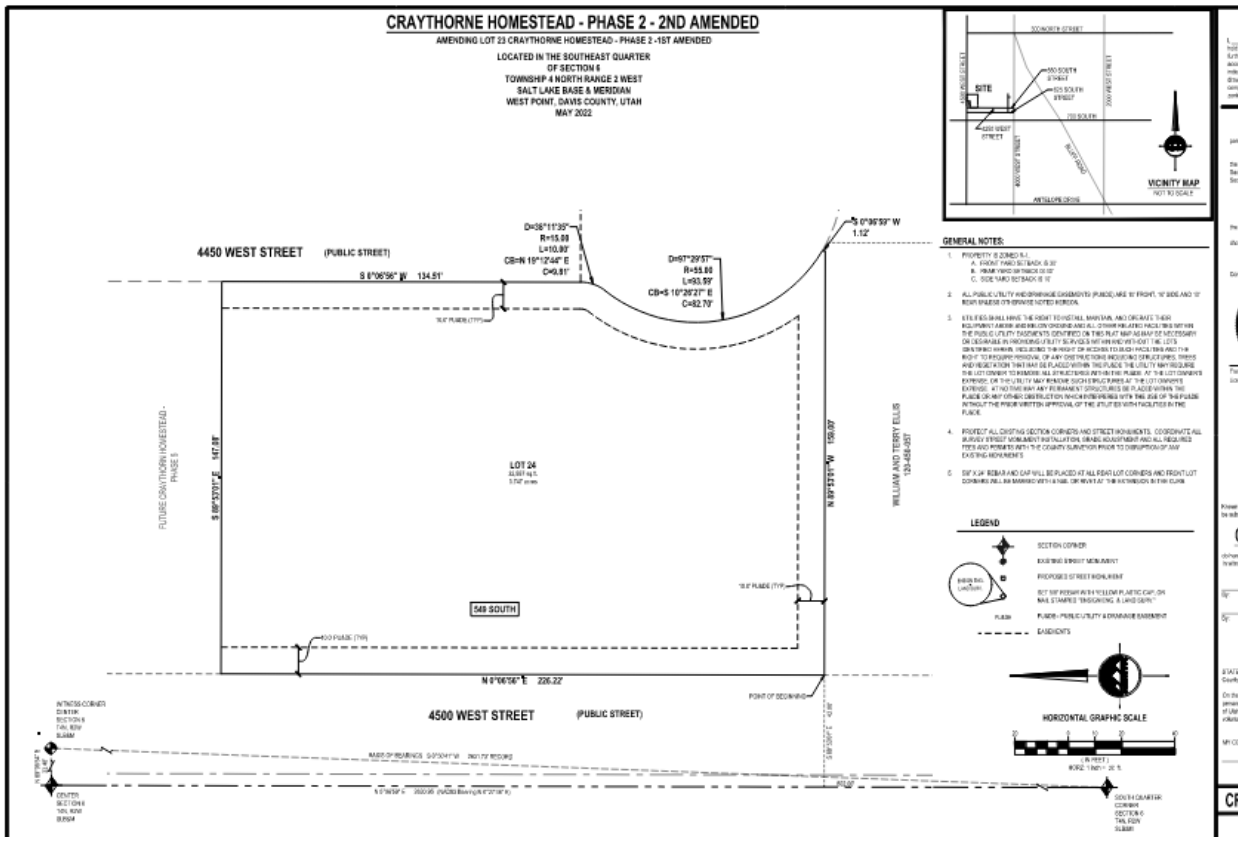


Process

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. The applicant will be required to submit water shares for the additional area and receive approval from the Davis and Weber Canal Company before the plat can be recorded.

The property has an existing 10-foot Public Utility Easement on the north side of the lot. This PUE needs to be vacated or it will be down the middle of the new lot and make that property unbuildable. A PUE has to be vacated by resolution of the City Council.

Recommendation

Staff recommends approval of Resolution No. 06-21-2022D vacating the public utility easement on the north side of lot 23.

Staff recommends approval of the plat amendment to Craythorne Homestead Phase 2.

Attachments

A. Resolution No. 06-21-2022D
B. Plat

ORDINANCE NO. 06-21-2022C

A RESOLUTION PROVIDING FOR THE VACATING AND RELEASING OF CERTAIN PUBLIC UTILITY EASEMENTS

WHEREAS, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the "City") has determined to vacate a public utility easement, and

WHEREAS, the public utility easement is ten feet wide and located on the north side of lot 23 of Craythorne Homestead Phase 2; and,

WHEREAS, the City Council has duly considered said vacation; and,

WHEREAS, the City has no present or anticipated need or use for the public utility easement and desires to vacate and release said easements; and,

WHEREAS, the City Council, after due consideration of said vacation, has concluded that it is in the best interest of the City and the inhabitants thereof that said vacation be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:

Section One: **Release of Easement**

The City hereby vacates and releases the ten-foot public utility easement on the north side of Craythorne Homestead Phase 2 lot 203.

Section Two: **Resolution to Conform with Amendments**

The Mayor and City Recorder are hereby authorized and directed to execute and record with Davis County Recorder a release of easement.

Section Three: **Severability**

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

Section Four: **Effective Date**

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

DATED this 21st day of June, 2022.

WEST POINT CITY, a Municipal Corporation

By: _____
Brian Vincent
Mayor

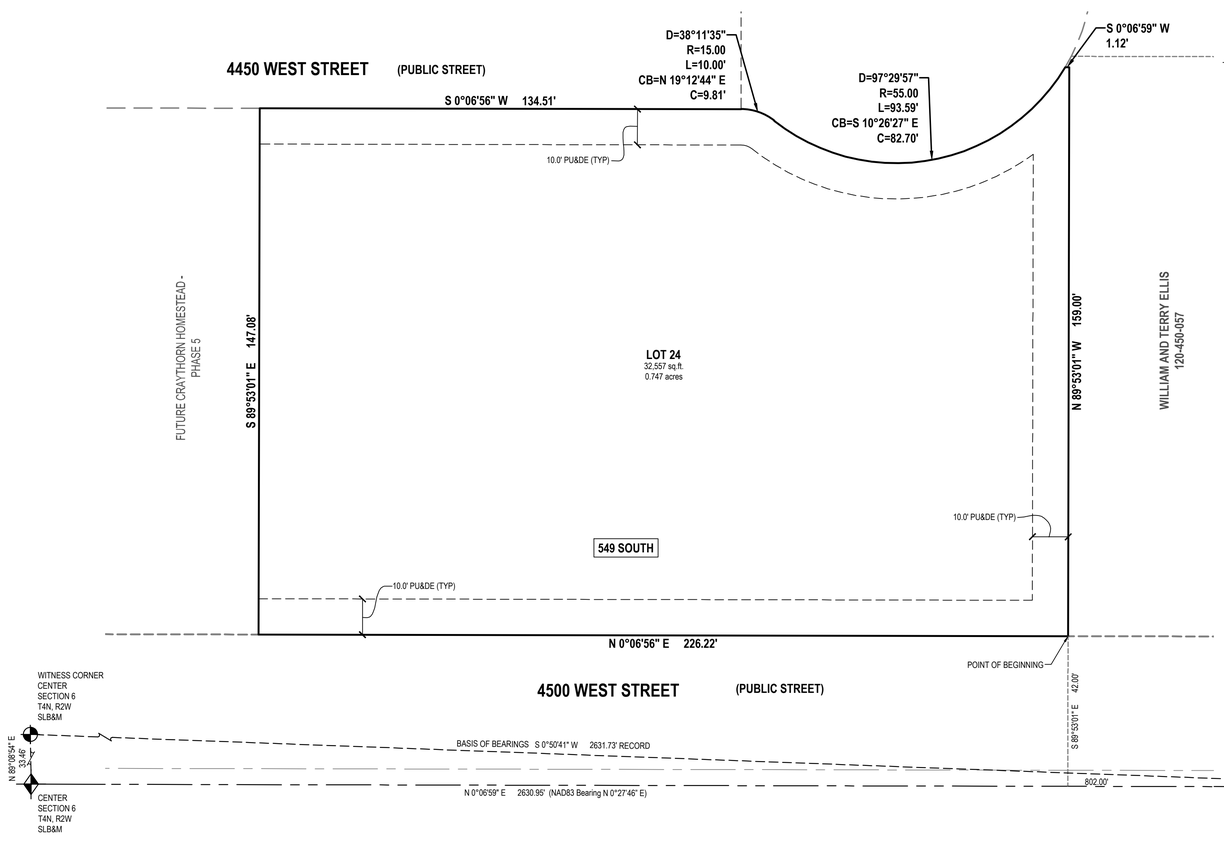
ATTEST:

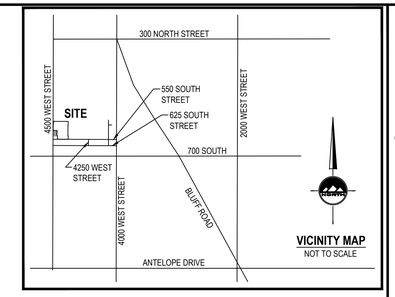
_____
Casey Arnold
City Recorder

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 }S.S.
County of Davis

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: Discussion of Final Plat Approval for Bluff View Phase 4 and a Development Agreement
Author: Bryn MacDonald
Department: Community Development
Meeting Date: June 21, 2022

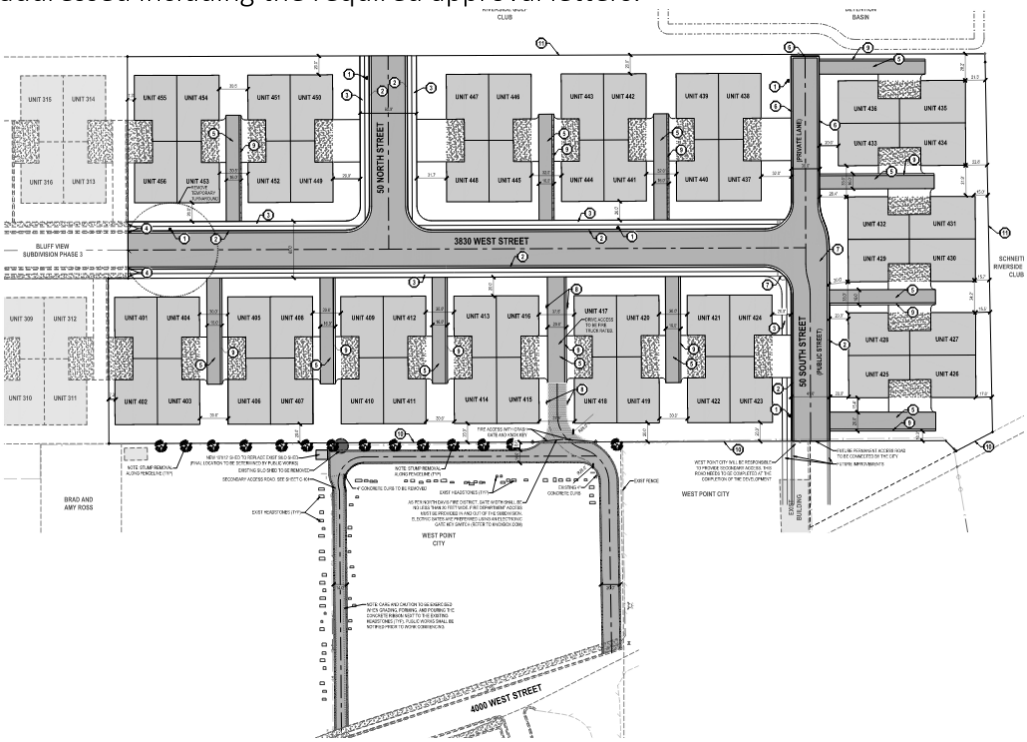
Background

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.

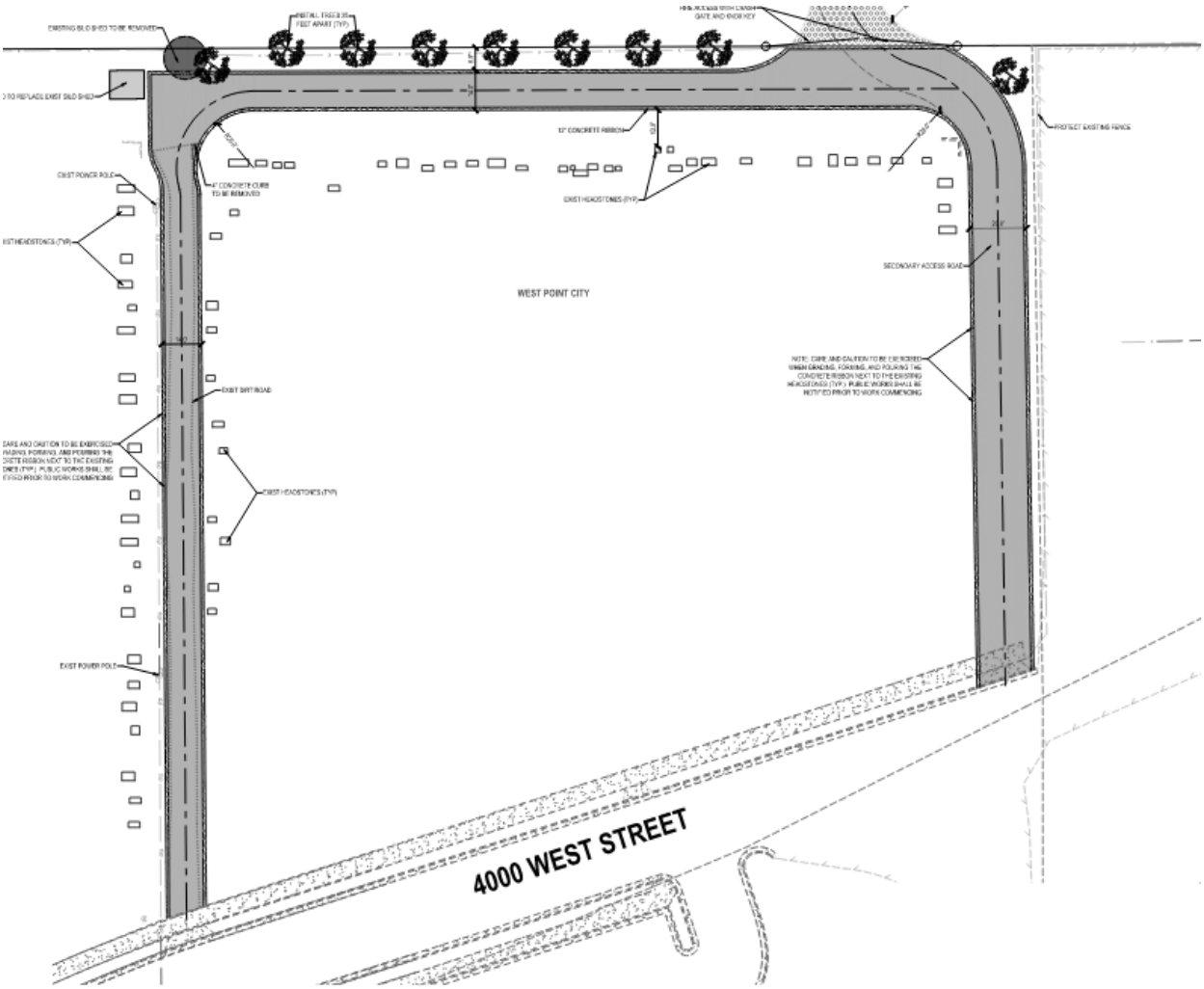
Analysis

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 is proposing to construct a second access through the City cemetery to the west.

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 south side of the cemetery. The agreement 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. 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

The Council should review the revised plans and determine if they are comfortable with the location of the road. If the plans for the road are acceptable, the Council could approve the final plat and the development agreement.

Attachments

A. Plans dated 6/3/2022
B. Development Agreement
C. Resolution

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.

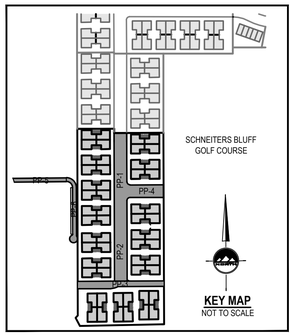
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR 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

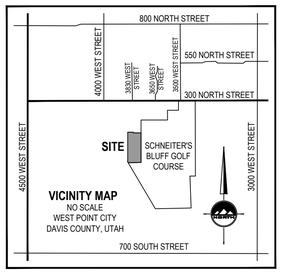
UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, 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
STATE OF UTAH
CAMERON HESS PRESTON

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
CHECKED BY C. PRESTON
PROJECT MANAGER C. PRESTON

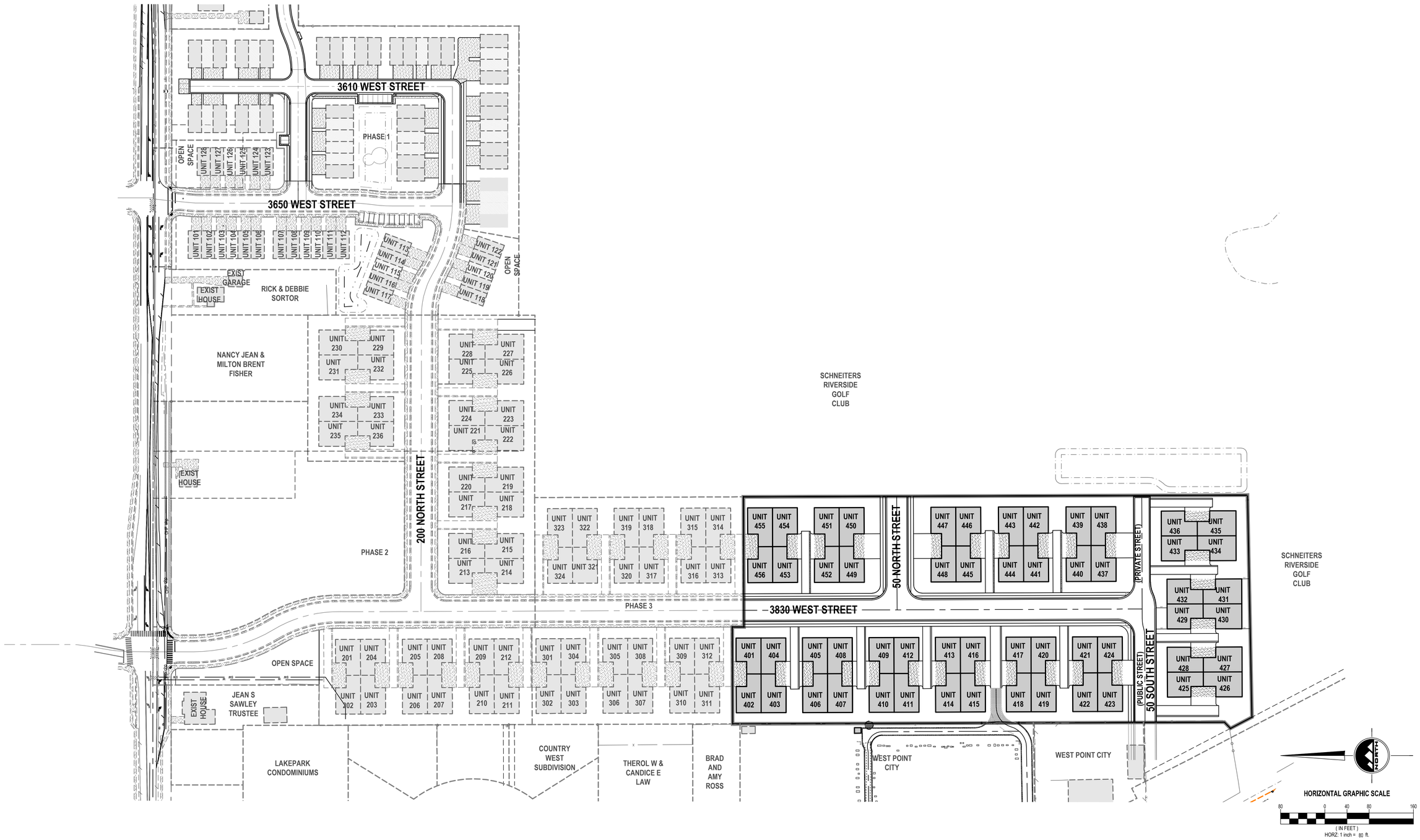
811 Know what's below. Call before you dig.

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'



ENSIGN
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BLUFF VIEW SUBDIVISION PHASE 4

3830 WEST 300 NORTH
WEST POINT, UTAH

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CAMERON HESS PRESTON

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

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

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'

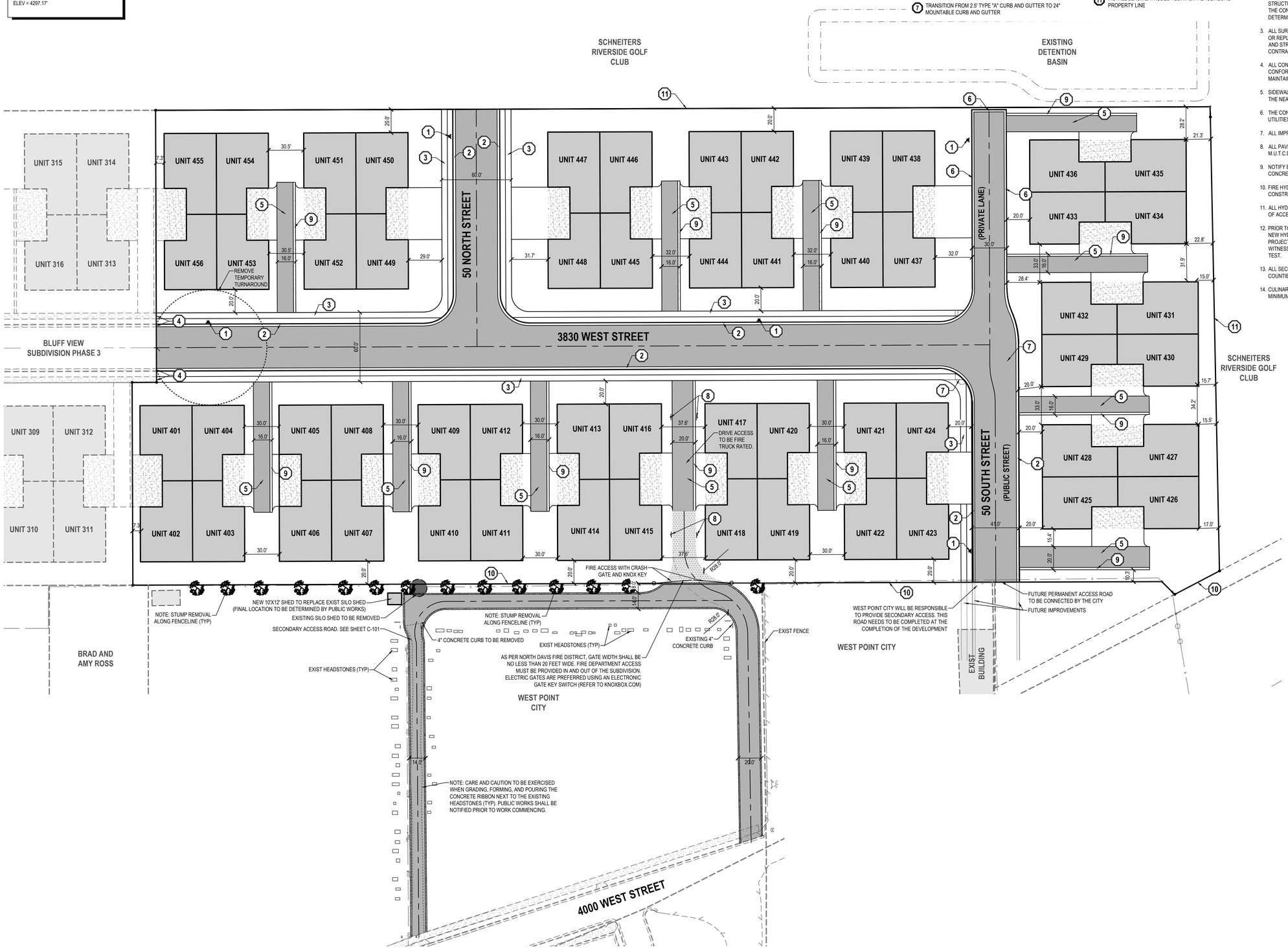
SCOPE OF WORK:

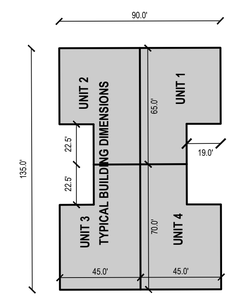
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL 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.

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
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FOR:
Nilson Land Development LLC
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OGDEN, UTAH 84405
CONTACT:
BRYAN BAYLES
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

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

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
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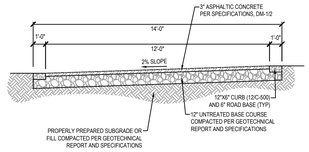
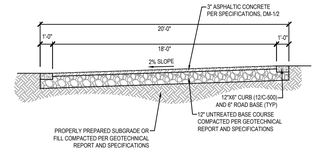
ELEV = 4297.17'



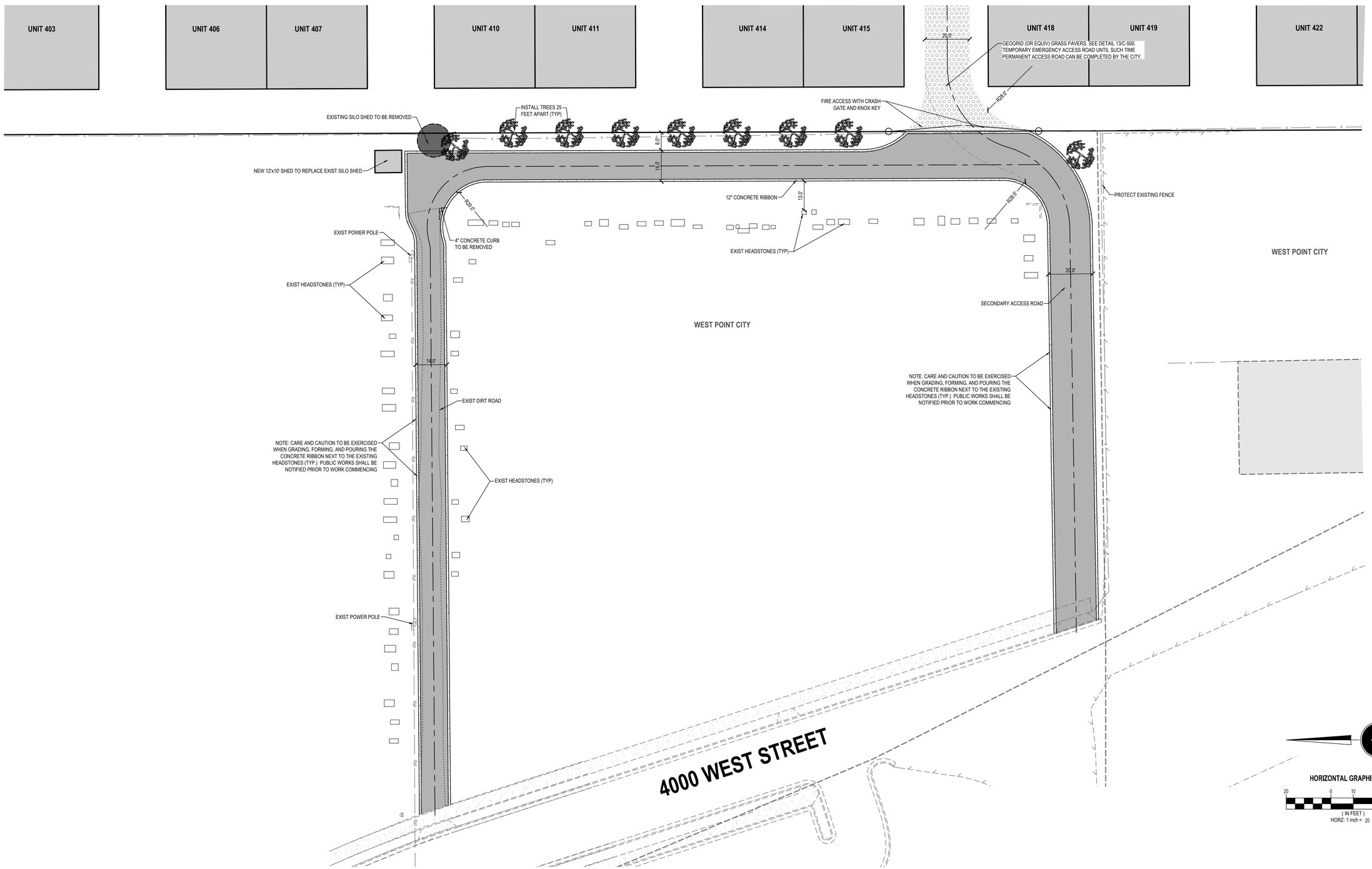
1 14' CROSS SECTION

SCALE: NONE



2 20' CROSS SECTION

SCALE: NONE



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
Phone: 435.843.3590

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
STATE OF UTAH
CAMERON HESS PRESTON

NO.	DATE	REVISION	BY
1		FOR REVIEW	
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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

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

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

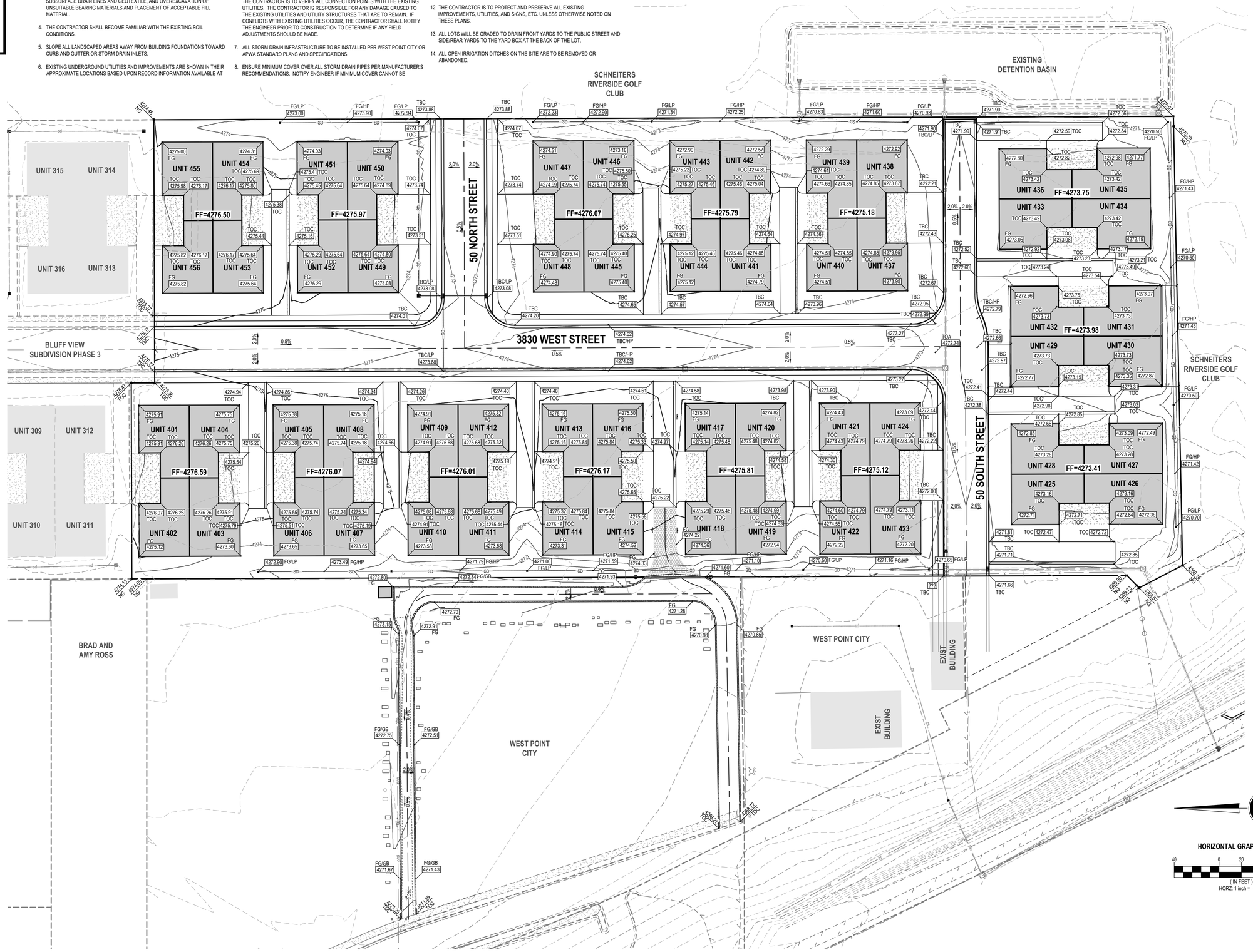
BENCHMARK

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

ELEV = 4297.17'

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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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

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

ELEV = 4297.17'

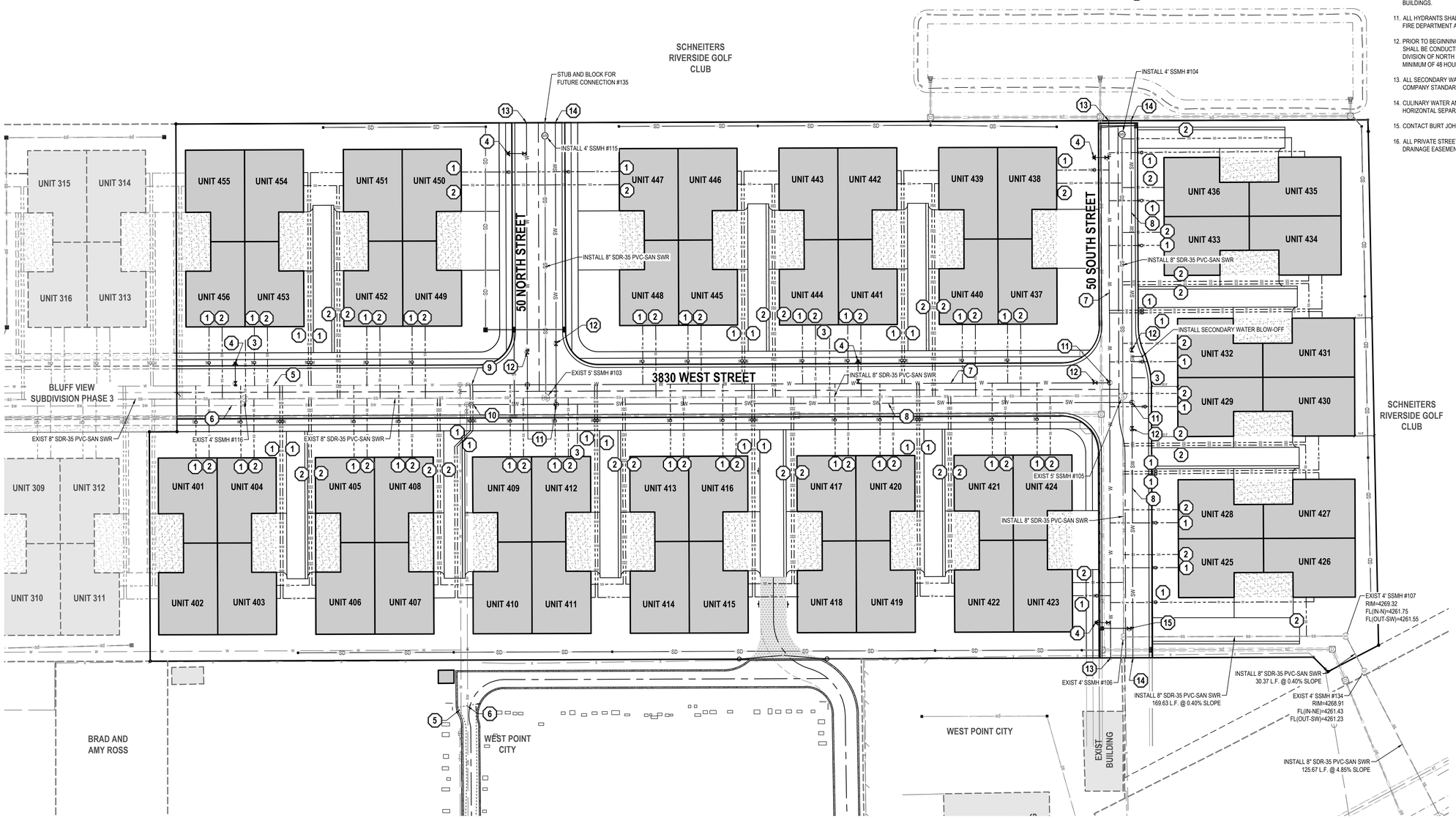
SCOPE OF WORK:

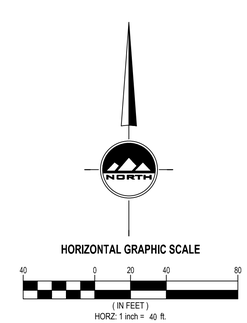
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

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
8. INSTALL 8" C900 DR14 "PURPLE" SECONDARY WATERLINE
9. FIELD LOCATE AND CONNECT TO EXIST CULINARY WATERLINE
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
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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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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
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11			
12			

NORTH

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

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

ENSIGN
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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

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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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BENCHMARK

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

ELEV = 4297.17'

SCOPE OF WORK:

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6. EXIST 8" C900 DR14 "PURPLE" SECONDARY WATERLINE
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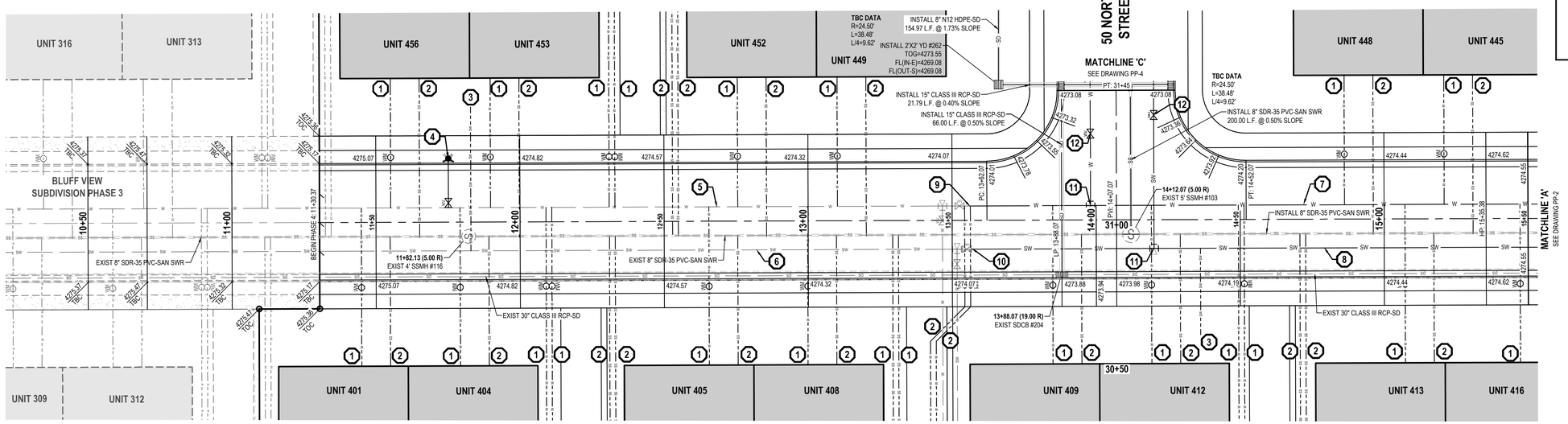
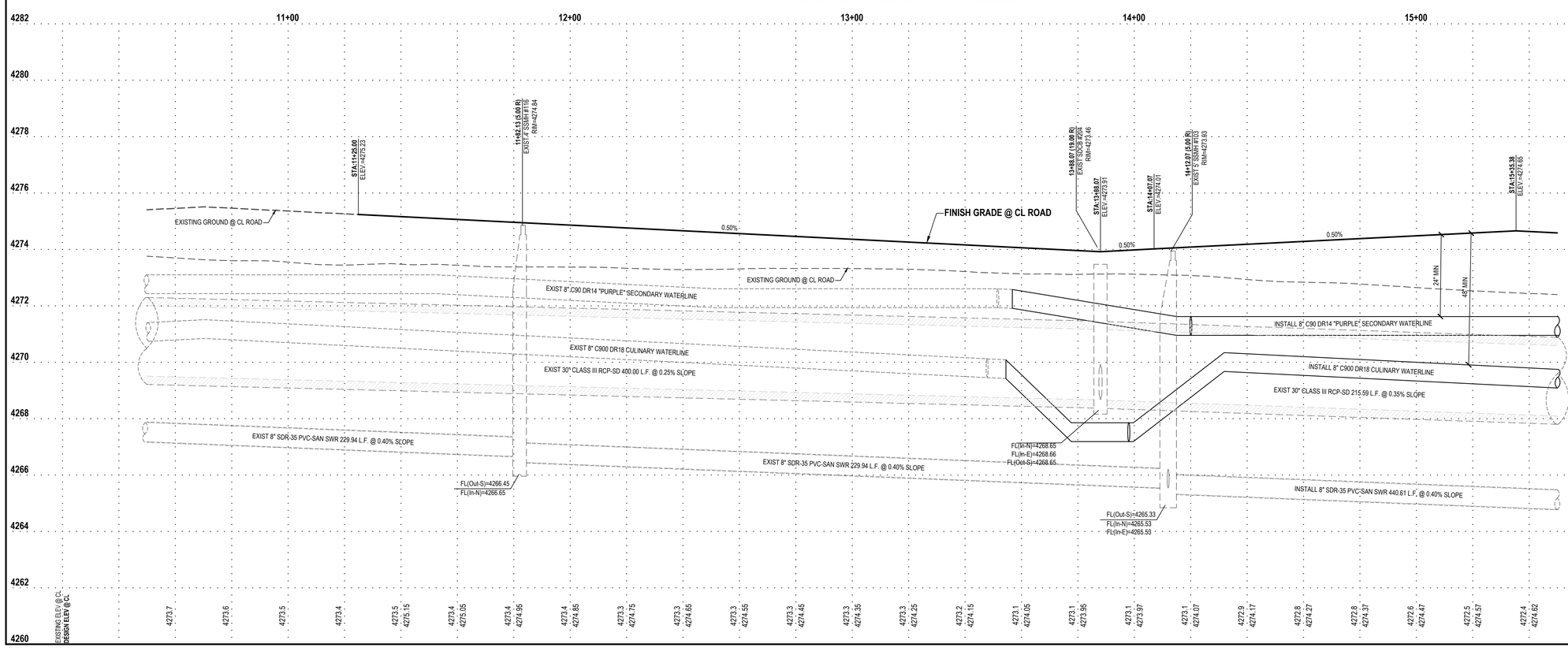
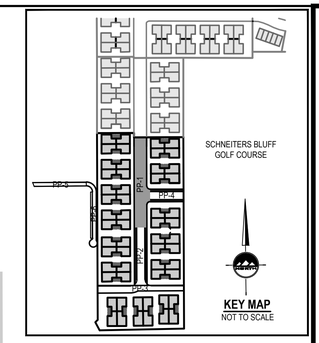


3830 WEST STREET





HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

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

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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

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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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SALT LAKE BASE AND MERIDIAN

ELEV = 4297.17'

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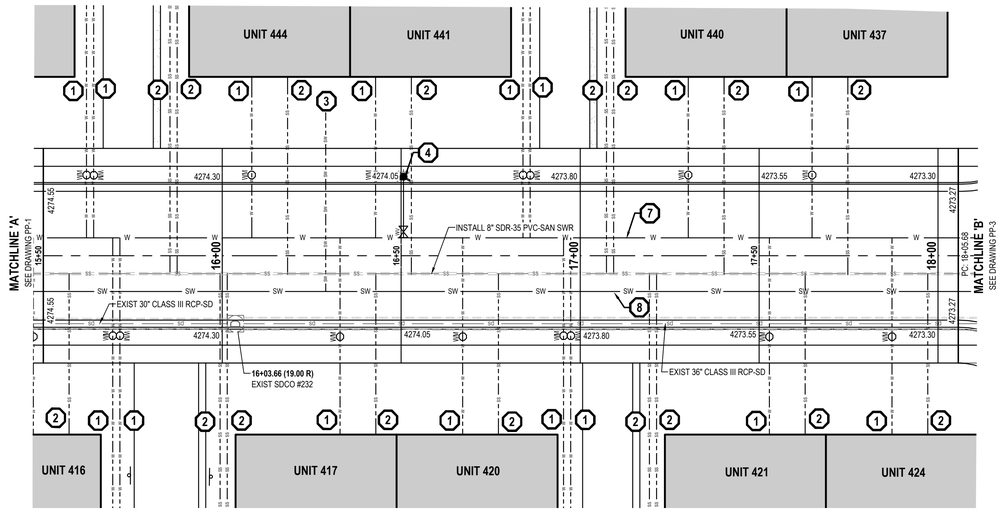

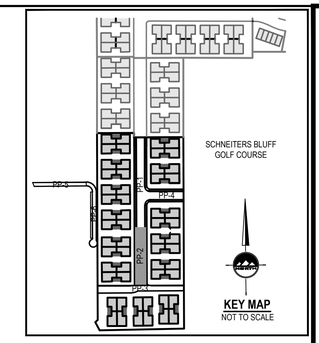

HORIZONTAL GRAPHIC SCALE

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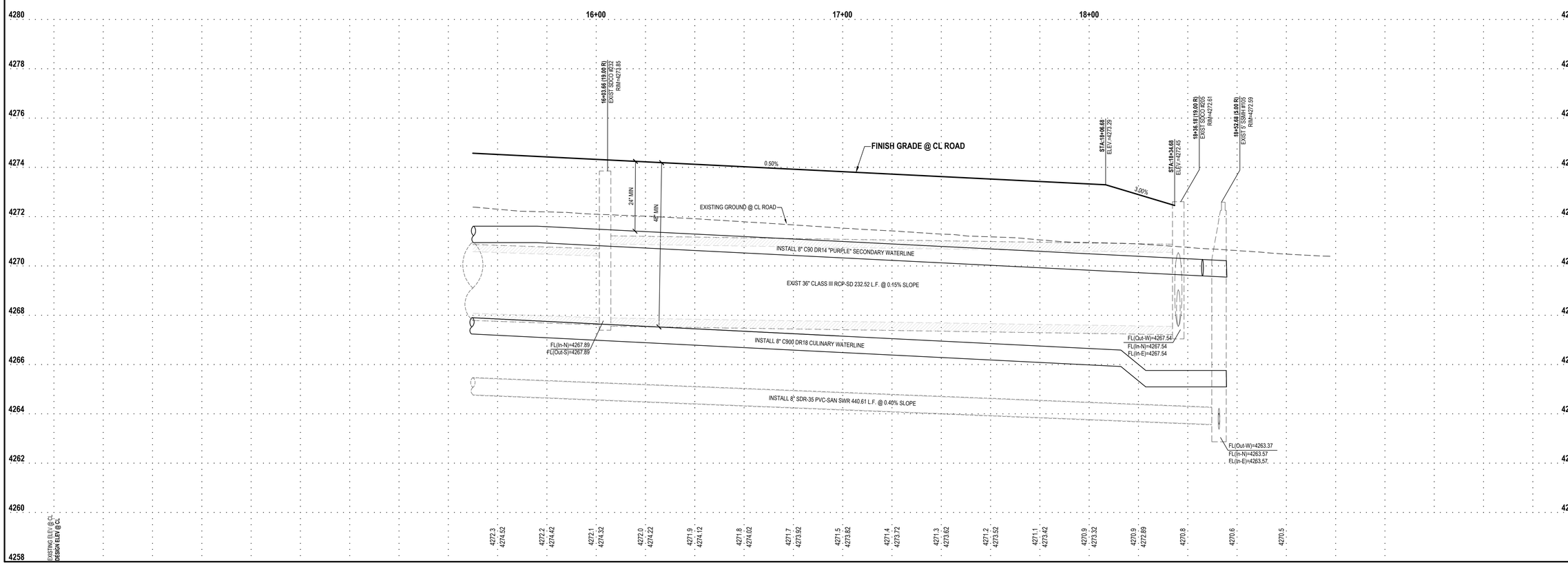
(IN FEET)
HORZ: 1 inch = 20 ft.
VERT: 1 inch = 2 ft.

3830 WEST STREET



ENSIGN
THE STANDARD IN ENGINEERING

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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			
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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-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

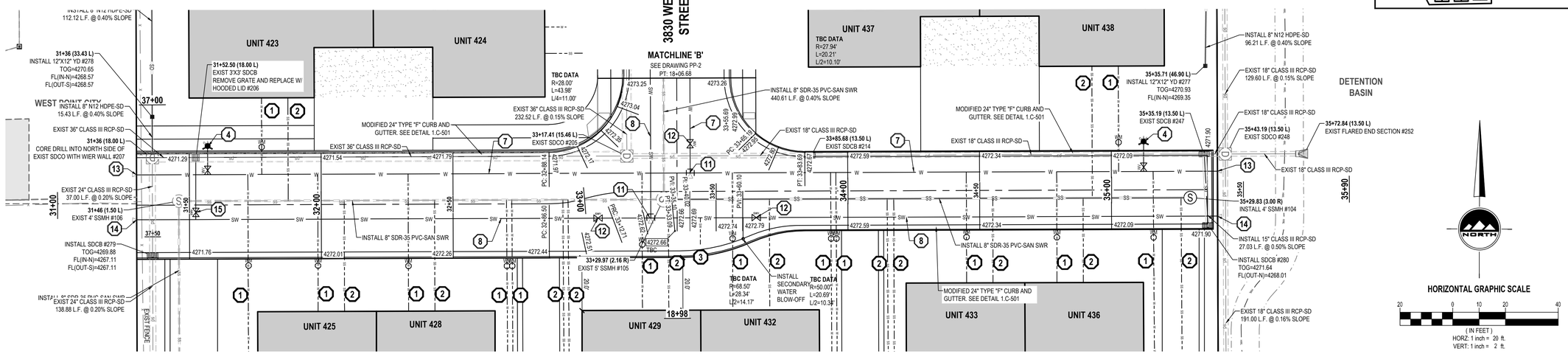
NORTH QUARTER CORNER
SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

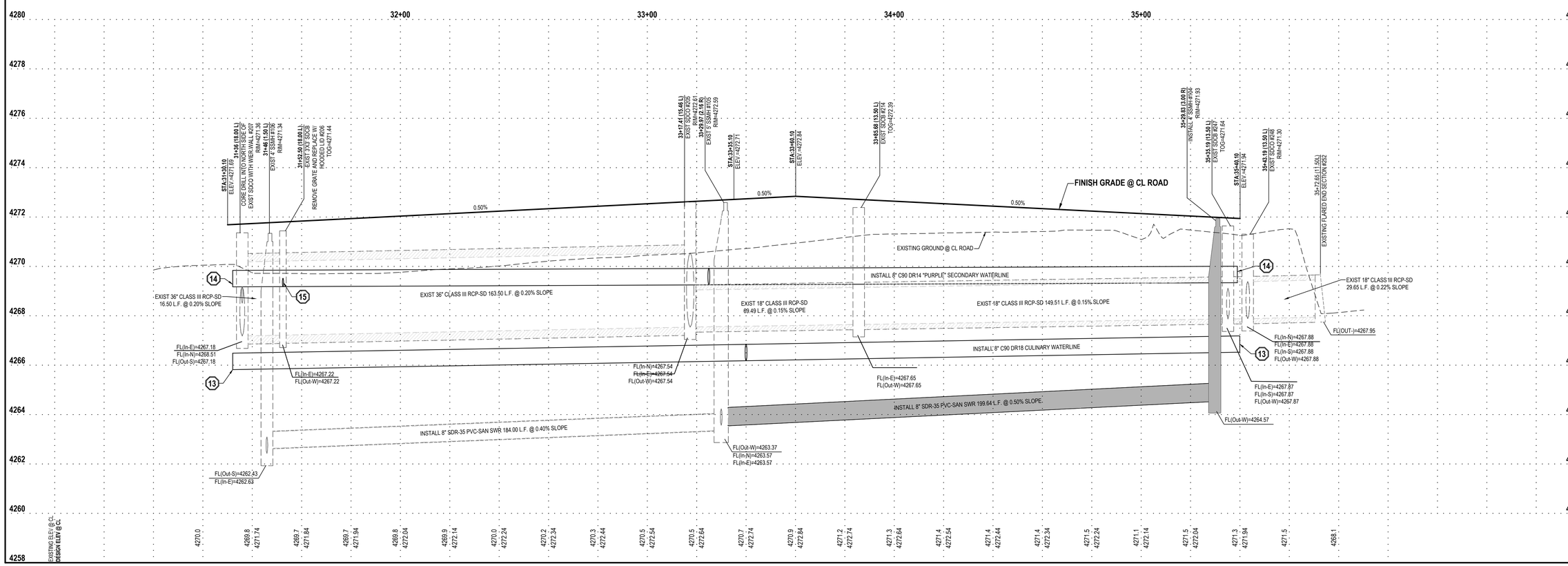
ELEV = 4297.17'

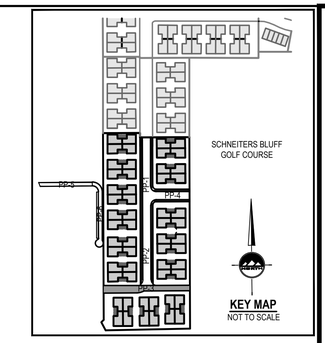
SCOPE OF WORK:

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
6. EXIST 8" C900 DR14 "PURPLE" SECONDARY WATERLINE
7. INSTALL 8" C900 DR18 CULINARY WATERLINE
8. INSTALL 8" C900 DR14 "PURPLE" SECONDARY WATERLINE
9. FIELD LOCATE AND CONNECT TO EXIST CULINARY WATERLINE
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







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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	
2			
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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

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'

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

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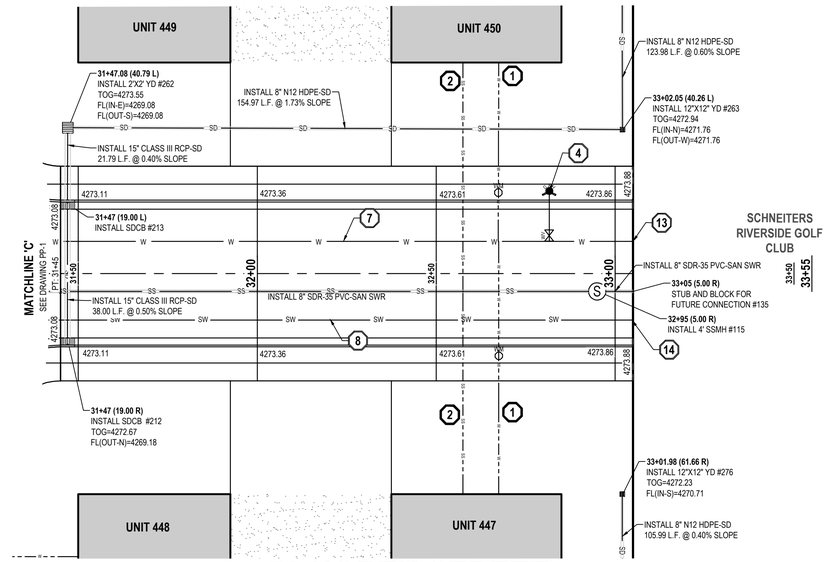
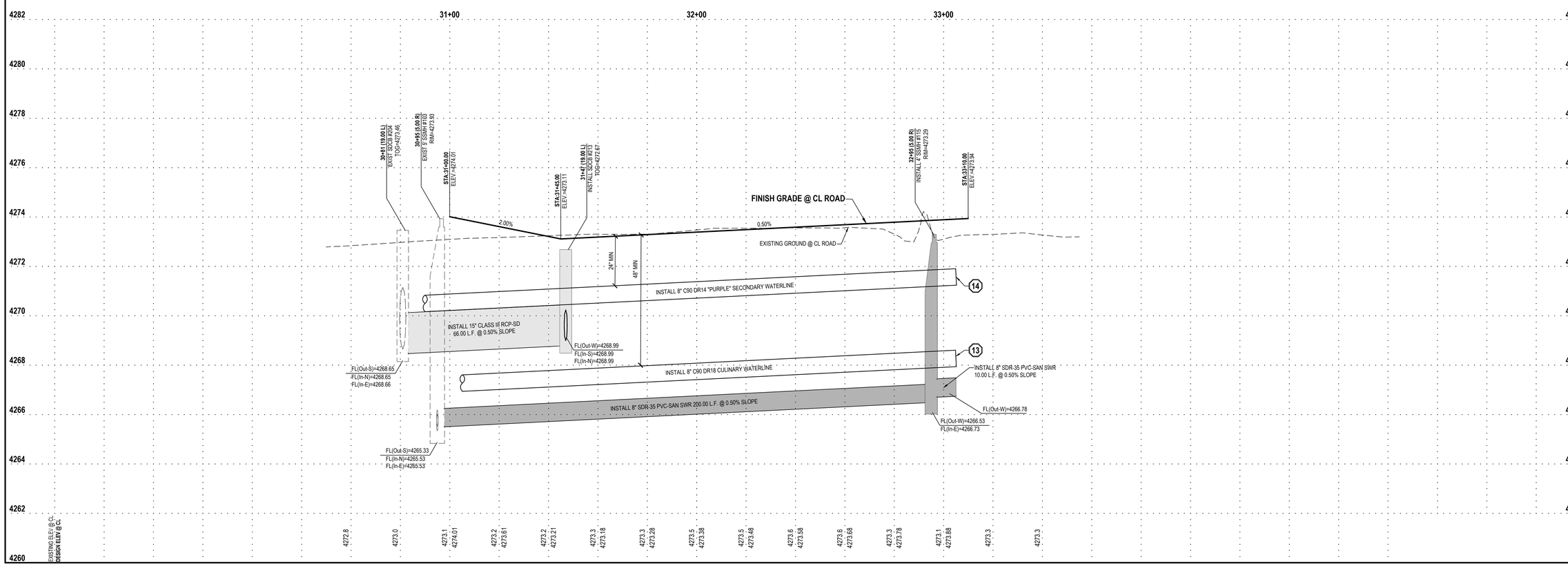
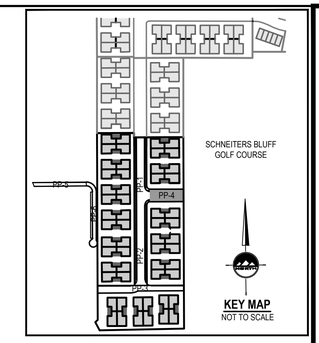
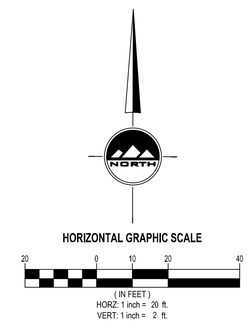


50 NORTH STREET







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FOR:
Nilson Land Development LLC
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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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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

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'

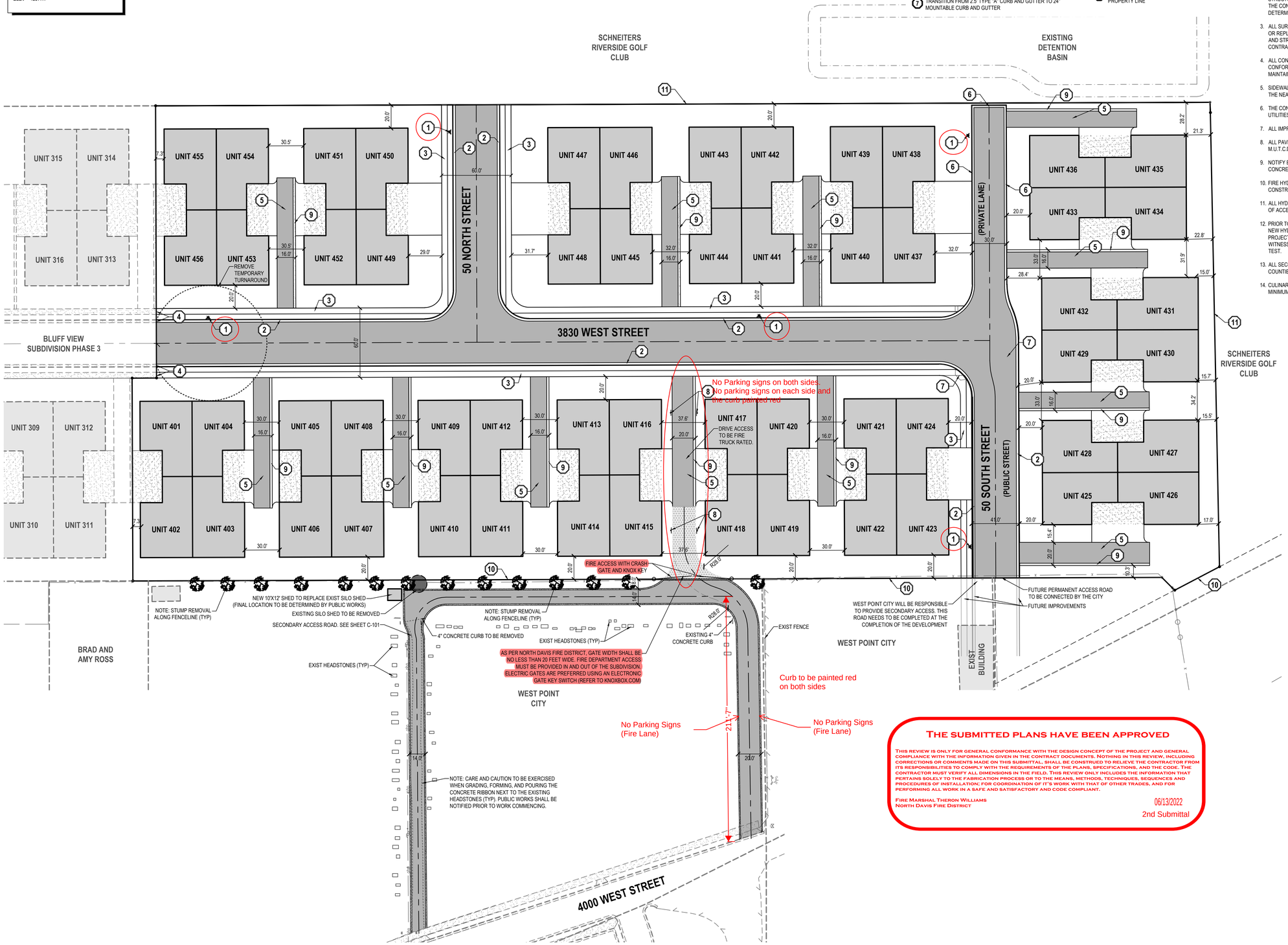
SCOPE OF WORK:

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 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.

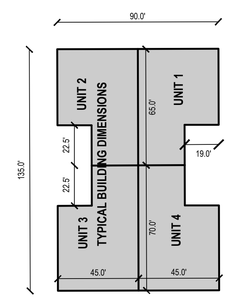


THE SUBMITTED PLANS HAVE BEEN APPROVED

THIS REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. NOTHING IN THIS REVIEW, INCLUDING CORRECTIONS OR COMMENTS MADE ON THIS SUBMITTAL, SHALL BE CONSTRUED TO RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITIES TO COMPLY WITH THE REQUIREMENTS OF THE PLANS, SPECIFICATIONS, AND THE CODE. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS IN THE FIELD. THIS REVIEW ONLY INCLUDES THE INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS OR TO THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF INSTALLATION; FOR COORDINATION OF IT'S WORK WITH THAT OF OTHER TRADES, AND FOR PERFORMING ALL WORK IN A SAFE AND SATISFACTORY AND CODE COMPLIANT.

FIRE MARSHAL THERON WILLIAMS
NORTH DAVIS FIRE DISTRICT

06/13/2022
2nd Submittal



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.

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

NO.	DATE	REVISION	BY
1		FOR REVIEW	
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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

RESOLUTION NO. 06-21-2022F

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 21st day of June, 2022.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

DEVELOPMENT AGREEMENT
Bluff View Subdivision Phase 4
West Point, Utah

This Development Agreement (this "**Agreement**") is made and entered into effective as of the date entered below (the "**Effective Date**"), by and among West Point City, a municipality and political subdivision of the State of Utah (the "**City**") and Bluff View Community LLC, a Utah limited liability company (the "**Developer**"). The City and Developer may from time to time be collectively referred to as the "**Parties,**" and each may be referenced to individually as "**Party.**"

RECITALS

A. Developer has prepared and presented to the City a development application for the Bluff View Subdivision Phase 4 development (hereinafter referred to as the "**Project**"). The final plat and plans application package has been submitted and is being reviewed by the City pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved subdivision plat, approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Bluff View Phase 4 Documents**" or the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the City Code, the City has determined to enter into this Agreement with Developer for the purpose of finalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
LEGAL AUTHORITY AND PURPOSE

1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits.

1.2 **Conditions Precedent.** Each of the Parties is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Precedent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions Precedent may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "**Conditions Precedent**":

1.2.1 the final non-appealable approval and acceptance of this Agreement by the City Council;

1.2.2 the final conditional administrative approval of the subdivision plat for Bluff View Subdivision Phase 4;

1.2.3 recording of the Bluff View Subdivision Phase 4 plat.

ARTICLE II
PROJECT DEVELOPMENT

2.1 **Developer Obligations.**

2.1.1 **Development.** The Project will consist of the improvements as shown in **Exhibit A** and shall include these specific items.

A. Developer to install a temporary emergency access through the Project that connects 3830 West Street in the Project, to 4000 West Street, through the West Point Memorial Cemetery. The improvement of said access shall include:

1. A 20' hard surfaced through the south end of the cemetery from 4000 West to the common boundary of the city cemetery property and the Project. The hard-surface roadway cross-section shall consist of 18' of 3" asphalt pavement, with 10" roadbase. The roadway will include a 1' concrete ribbon curb on each side. One-way traffic signs will be installed along this road (west to east) for cemetery patrons, that will continue around the loop access road described herein back out to 4000 West.
2. The portion of the temporary emergency access that extends from the common boundary of the city cemetery and the Project through to 3830 West, shall be a minimum of 20' in width, hard-surfaced to the west end of the common driveway between units 415 / 416 and 417 / 418, then improved with a traffic rated grass-paving cross section (a detail for GeoGrid branded product is identified in the plans, which may be substituted with an equivalent product subject to availability). All conditions identified in the Fire Department approval letter will be completed.

3. A 14' hard surface road will be included along the eastern side of the cemetery, turning west and continuing to 4000 West through the center of the cemetery. This provides a one-way loop access road for cemetery patrons. The hard-surface roadway cross-section for this road shall consist of 12' of 3" asphalt pavement, with 10" roadbase. The roadway will include a 1' concrete ribbon curb on each side. Total width of this road will be 14'. One-way traffic signs will be installed along this road (north to south, and east to west) for cemetery patrons, that will continue around the loop access road back out to 4000 West.

4. A total of 14 deciduous trees (min 3" caliper) shall be planted along the common cemetery and Property boundary, location as shown on the plans or as the city directs. The City shall determine what variety of tree(s) they want planted. Developer will remove stumps along the common boundary fenceline and southern cemetery boundary that are in the way of the road construction and new tree installation.

5. Emergency access crash gates, with a minimum span of 20' and equipped

with a Knox access key, shall be placed on the boundary line, meeting the requirements of Fire and emergency services, at the access point between the cemetery and the Property, as shown on the plans.

6. "No Parking at Any Time – Fire Lane" signs shall be posted along the common driveway and grass pavers between units 415 / 416 and 417 / 418. All conditions identified in the Fire Department approval letter will be completed.

7. Remove the existing "Silo Shed" on the common boundary and construct a new 10'x12' shed on a concrete slab in the same vicinity. The shed will be stick framed with trusses. The city public works manager will be consulted on the design of the shed and the location of where it will be placed.

8. Developer will widen 50 South to include a public right-of-way that is 40' in width, which includes a 36' asphalt section, as shown on the Development Drawings & Plat. Modification of the buildings' locations per the approved plan, with a minimum 20' front setback maintained. Sidewalk is added to the north side of this public street, which will be constructed within the common area owned by the HOA but allow public access. In addition, Developer will extend the 50 South Street improvements to the common property line between the City property and the Project, for the purpose of a future permanent access road to be connected by the City at a later date.

9. Any sprinklers that need to be moved and or repaired as a result of these improvements will be completed by the Developer. City personnel will be consulted as to location of sprinkler systems prior to commencement of work.

10. All improvements shall be completed prior to the City issuance of any Certificate of Occupancies on any home in Bluff View Subdivision Phase 4.

2.1.2 **Conveyance or Dedication of Required Easements.**

A. Easements. Developer shall convey or dedicate to the City at no cost such required easements on or across the Project as is necessary to facilitate the temporary emergency access, and the future permanent access road on 50 South Street that is to be connected by the City at some time.

2.1.3 **City Obligations.**

A. West Point City shall grant access to the Developer and its contractors to the cemetery property to make the improvements defined herein.

B. City shall grant final plat approval of the Bluff View Subdivision Phase 4.

2.1.4 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

ARTICLE III

DEFAULT

3.1 **Default.** In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

3.1.3 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

2.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

3.2 **Court Costs and Attorneys Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE IV
GENERAL MATTERS

4.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

4.2 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Weber County, Utah.

4.3 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so.

4.4 **No Third-Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

4.5 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City: West Point City
3200 West 300 North
West Point, UT 84015
Attention: Kyle Laws – City Manager
klaws@westpointcity.org

Developer: Bluff View Community, LLC
5617 S 1475 E

Ogden, Utah 84403
Attention: Bryan Bayles
bbayles@nilsonhomes.com

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

4.6 **Entire Agreement.** This Agreement, together with the Exhibit attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement.

4.7 **Effective Date .** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

4.8 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto.

4.9 **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of thisAgreement.

{remainder of this page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

CITY
West Point City
A municipality and political subdivision of the State of Utah

By: _____
Brian Vincent, Mayor

ATTEST:

_____
City Recorder

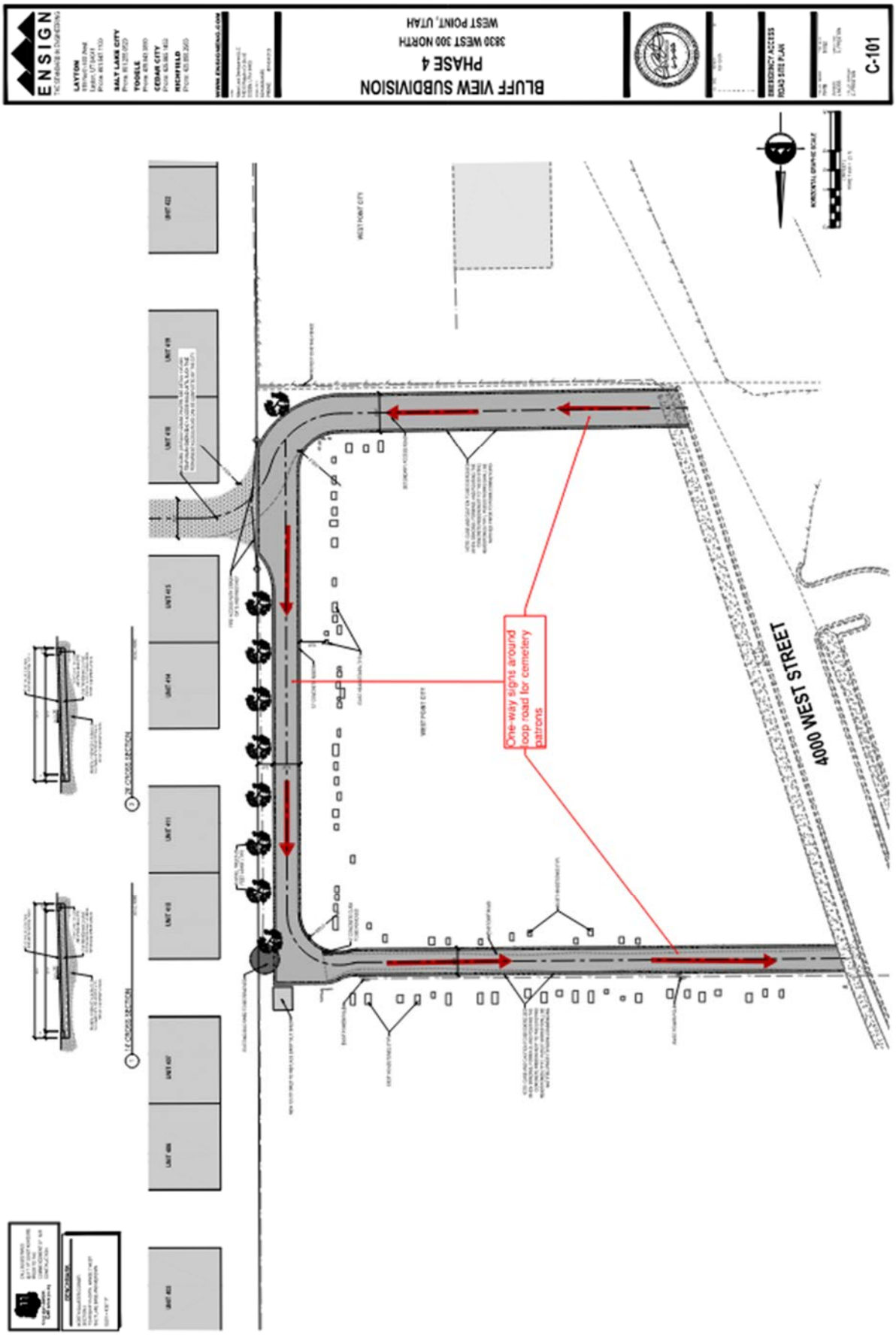
DEVELOPER
Bluff View Community, LLC
A Utah limited liability company

By: _____
David Lowry, Manager

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me David Lowry, who being by me duly sworn did acknowledge that he is a Manager of Bluff View Community, LLC, and that the forgoing instrument was signed in behalf of said entity by authority of its governing documents, and that said entity executed the same.

_____
Notary Public

EXHIBIT A

Development Improvements