



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
SEPTEMBER 2nd, 2025
WEST POINT CITY HALL
3200 W 300 N | WEST POINT, UT**

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

- **THIS MEETING IS OPEN TO THE PUBLIC AND HELD AT WEST POINT CITY HALL**
- **A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:**
 - » Online: - <https://us02web.zoom.us/j/81774707840>
 - » Telephone: 1(669) 900-6833 – Meeting ID: 817 7470 7840

ADMINISTRATIVE SESSION – 6:00 PM

1. Discussion Regarding the 2025 Party at the Point Celebration – Mrs. Heidi Moss [pg. 4](#)
2. Discussion Regarding a Contract with JUB Engineers for the 300 N Road Project – Mr. Boyd Davis [pg. 9](#)
3. Discussion Regarding UDOT Purchase of an Easement on City Property for West Davis Highway – Mr. Boyd Davis [pg. 40](#)
4. Discussion Regarding a Rezone Request for Property at 1383 N 4350 W (Applicant, Jason Hamblin) - Mrs. Bryn MacDonald [pg. 54](#)
5. Discussion Regarding a Rezone Request for Property at 3900 W 300 N (Applicant, Matt Leavitt) - Mrs. Bryn MacDonald [pg. 60](#)
6. Other Items

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 *(Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives)*
7. Youth Council Update
8. Consideration of Approval of the Minutes from the June 17, 2025 West Point City Council Meeting [pg. 98](#)
9. Consideration of Approval of the Minutes from the June 23, 2025 West Point City Council Special Meeting [pg. 112](#)
10. Consideration of Approval of the Minutes from the July 1, 2025 West Point City Council Meeting [pg. 114](#)
11. Consideration of Resolution No. 09-02-2025A, Approving UDOT's Purchase of an Easement on City Property for the West Davis Highway – Mr. Boyd Davis [pg. 40](#)
12. Consideration of Resolution No. 09-02-2025B, Approving Agreements with UDOT for the West Davis Highway – Mr. Boyd Davis [pg. 65](#)
13. Consideration of Resolution No. 09-02-2025C, Approving a Funding Agreement with Davis County for the Storm Drain and Transportation Infrastructure Studies in Annexation Area – Mr. Boyd Davis [pg. 85](#)
14. Consideration of Resolution No. 09-02-2025D, Approving a Contract with JUB Engineers for the 300 N Road Project – Mr. Boyd Davis [pg. 9](#)
15. Consideration of Ordinance No. 09-02-2025A, Amending WPCC Section 10.05.050 to Amend Winter Parking Restrictions – Mrs. Bryn MacDonald [pg. 93](#)
16. Consideration of Approval of Payment to Capital Reef Management for Horizon Jr. High Park Improvements – Mr. Boyd Davis [pg. 96](#)
17. Motion to Adjourn the General Session

Posted this 29th day of August, 2025:

Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above September 2, 2025 West Point City Council Meeting Notice & Agenda was posted at the following locations: 1) West Point City Hall, 2) official City website at www.westpointutah.gov and 3) the Utah Public Notice Website at www.utah.gov/pmn.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-776-0970.

TENTATIVE UPCOMING ITEMS

**The items listed below are for planning purposes only and are subject to change.
They should not be relied upon as an official agenda for any City Council meeting.*

Date: **09/16/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding the Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
2. **

General Session – 7:00 pm

1. Consideration of Approval of Ordinance No. **, Adopting an Amended Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
 - a. **Public Hearing**
 - b. Action
2. Consideration of Approval of Ordinance No. **, Rezoning Property Located at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. Action
3. Consideration of Approval of Ordinance No. **, Rezoning Property Located at 1383 N 4350 W from A-40 to R-1 – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. Action

Date: **10/07/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
2. Davis County Sheriff's Office Update
3. Consideration of Approval of **

Date: **10/21/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of **
-

Date: **11/04/2025**

CANCELLED (Election Day)

Date: **11/18/2025**

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Report
3. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers

Date: **12/02/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2025 Financial Audit

General Session – 7:00 pm

1. Update from the Davis County Sheriff's Office
 2. Youth Council Update
 3. Consideration of Acceptance of the FY2025 Financial Audit for West Point City
-

Date: **12/16/2025**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Appointment of West Point City Planning Commissioners
2. Consideration of Approval of Ordinance No. **, Approving the 2026 West Point City Council Meeting Schedule



WEST POINT CITY 2025 CALENDAR

2025

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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JANUARY

1	New Year's Observed-CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
20	MLK Jr. Day - CLOSED
23	Planning Commission - 6 PM
24-25	City Council Planning & Visioning Session
28	Council/Staff Lunch - 11:30 AM

JULY

1	City Council - 6 PM
3 & 4	PARTY AT THE POINT EVENTS
10	Planning Commission - 6 PM
11	MOVIE IN THE PARK - DUSK
15	Senior Lunch - 11:30 AM (Loy Blake)
15	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED

FEBRUARY

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AUGUST

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FEBRUARY

4	City Council - 6 PM
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	President's Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

AUGUST

5	City Council - 6 PM
8	Summer Social - 6:30 PM
12	PRIMARY ELECTION DAY
12	Senior Lunch - 11:30 AM (Loy Blake)
14	Planning Commission - 6 PM
15	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
28	Planning Commission - 6 PM

MARCH

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SEPTEMBER

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MARCH

4	City Council - 6 PM
13	Planning Commission - 6 PM
18	Senior Lunch - 11:30 AM
18	City Council - 6 PM
27	Planning Commission - 6 PM

SEPTEMBER

1	Labor Day - CLOSED
2	City Council - 6 PM
6	DAY OF SERVICE
9	Senior Lunch - 11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
16	City Council - 6 PM
25	Planning Commission - 6 PM

APRIL

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OCTOBER

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APRIL

1	City Council - 6 PM - Canceled
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
11-12	ANNUAL SPRING CLEAN-UP
15	City Council - 6 PM
19	EASTER EGG HUNT - 10 AM
22	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM

OCTOBER

2	CEMETERY CLEANING
7	City Council - 6 PM
9	Planning Commission - 6 PM
11	FALL FESTIVAL
13	Employee Training - CLOSED
21	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 11:30 AM
TBD	ANNUAL FALL CLEAN-UP

MAY

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NOVEMBER

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MAY

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
26	Memorial Day - CLOSED

NOVEMBER

4	GENERAL ELECTION DAY
11	Veterans Day - CLOSED
18	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
18	City Council - 6 PM
27-28	Thanksgiving - CLOSED

JUNE

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DECEMBER

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JUNE

3	City Council - 6 PM
7	MISS WEST POINT PAGEANT
10	Senior Lunch - 11:30 AM (Loy Blake)
12	Planning Commission - 6 PM
13	MOVIE IN THE PARK - DUSK
17	City Council - 6 PM
19	JUNETEENTH - CLOSED
26	Planning Commission - 6 PM

DECEMBER

1	CITY HALL LIGHTING - 6 PM
2	City Council - 6 PM
5	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
19	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED
1	New Year's - CLOSED

CITY COUNCIL STAFF REPORT

Subject: 2025 Party at the Point Wrap-Up Report
Author: Heidi Moss
Department: Executive
Meeting Date: September 2, 2025



Background

Our annual *Party at the Point* Independence Day celebration is something truly special. It's the heart of our small-town pride wrapped up in one unforgettable day. This year marked my third year as the Community Events Specialist, and each year I fall more in love with what this event means to our community. From the early morning flag-raising ceremony and the energetic 5K fun run and walk, to the hometown parade, local food trucks and vendors, baby contests, horseshoe and cornhole tournaments, and tons of free, family-friendly activities—there's something for everyone. And of course, the best part of the day is gathering to honor our country with a spectacular and unforgettable firework display. I'm grateful to work alongside a passionate committee: Kyle Laws, Kasey Gibson, Brad Lee, Matt Drake, and our amazing city staff—who help make it all happen smoothly. It's an honor to be part of this tradition, and I look forward to many more years of celebrating together.

Analysis

This year's event was held on Friday, July 4th, with the 3-on-3 Basketball Tournament held the evening before on Thursday, July 3rd and the Golf Tournament on Friday, June 27th.

New in 2025

A few items we updated this year included:

- Pirate Ship:
 - This year, we were excited to add a 35-foot pirate ship to Kids Corner. It gave the kids a fun new place to play and helped ease the kids' corner crowds by offering more activities. The pirate ship was also a hit in the parade. Our royalty had a great time riding on it and showing it off. We're looking forward to having it join us again next year.
- Firework Display:
 - New this year, we worked with a new fireworks company, Vortex Fireworks. Led by one of our own residents, Kurtis Fredericks. The show was carefully choreographed to match the elements and vibrations of the music, making it more of an experience than just a typical fireworks display. Many residents applauded the presentation, and we've received several compliments on this part of the show. There was also offered a QR code for those who couldn't be at the park so they could listen to the music in real time and join in from afar. We're excited to continue this magical firework presentation and make it even bigger for 2026!
- Exit Route for after fireworks:
 - This year, we made some changes to the exit route after the fireworks to help reduce congestion. Last year, leaving the park took longer than we wanted, so we worked closely

with Davis County Sheriff's Office to come up with a smoother plan. One key change was allowing residents to exit 3500 W using both lanes heading north, which really helped keep traffic moving. These small adjustments made a big difference in creating a more organized and quicker exit for everyone and we plan to use this same route for future years.

Proposed Changes for Next Year

After the event, the Committee, as well as City Staff, met to review provided feedback on how the event went and discussed suggested changes and improvements for the next year. These include:

- **Communication:** Next year, we plan to share updates and important information through signage and social media outlets well in advance, particularly relating to pets, bikes and scooters in the park. This was a last minute decision and didn't allow us enough time to advertise appropriately. One change we're planning to implement is putting out signs at City Hall to remind residents not to save parade spots earlier than the day before, particularly at City Hall. This will help our Public Works and Parks departments keep the city looking great and ensure everyone's safety.

Providing a bike rack: To keep everyone safe at the park, electric throttle bikes, 4-wheelers, and side-by-sides will continue to **not** be allowed on the grass. While we welcome all forms of transportation, we want to protect the park grounds and make sure everyone can enjoy the space safely. For residence convenience, we'll provide a bike barricade where residents can securely lock up their bikes.

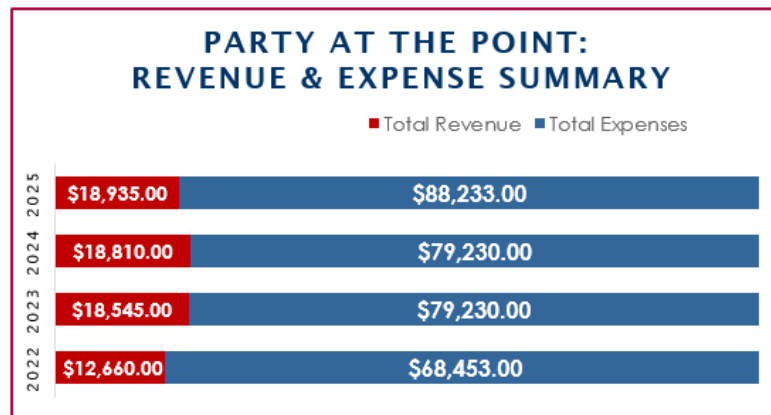
Budget

The attached Budget Summary outlines the revenue and expenses of this year's event, and a comparison summary to past years. A review of the event budget is as follows:

Revenue & Expenses

- We received \$18,598 in revenue among all sponsorships and registrations (5K, Baby Contest, booth rental, etc.). The sponsorships this year totaled \$8,100, which is an 11.9% decrease from last year. While the number of sponsors only slightly decreased from 18 participants to 17 this year, we did see a drop in the overall donation amounts compared to previous years. We're incredibly grateful to every sponsor who contributed, but this shift is something we'll be keeping in mind as we plan and budget for next year.
- We saw a 24.5% increase in the number of participants from the 5K/2 Mile Walk compared to last year. We're excited to see the growing number of participants each year, and its clear West Point City residents love this event and are making it a tradition.
- The Baby Contest revenue had an increase of 4% from last year. Feedback was positive this year and we expect to see an increase again in registrants next year.
- Although the number of vendors slightly decreased from 46 participants last year to 42 this year, the overall revenue remained the same. This is largely due to more vendors requesting (12x24) booths and adding power, which increases the booth fee. We're happy to accommodate a wide variety of vendors, but we've officially maxed out our space for those requiring power. As we plan, we'll continue to evaluate layout options to ensure a smooth and successful experience for both vendors and attendees.

- Some expenses this year overall were slightly higher compared to last. This is mostly due to rising costs of supplies in our current economy. Some of the increases were:
 - Tech/Logistics- Increased overall of 10%. (Stage, sound, light towers, barricades, ice cooler, porta potties, fans, etc.)
 - Volunteer snacks and drinks – Price increase of 33.6% for same snack and drink items from previous year. We also made it a point to include gluten-free options to better accommodate the dietary needs of our volunteers. It’s a small but important way to show appreciation for the people who help make this event possible.
 - Other costs – Adding in the Pirate ship increased the budget by \$1,250. The Entertainment portion of the event increased by 41.8% between both the opener and headliner from previous year. The sound had a 16.8% price increase from the previous year. Parade candy increased by 18.22% due to raising candy costs and ordering more to accommodate the growing number of parade viewing participants.



Overall Event Cost

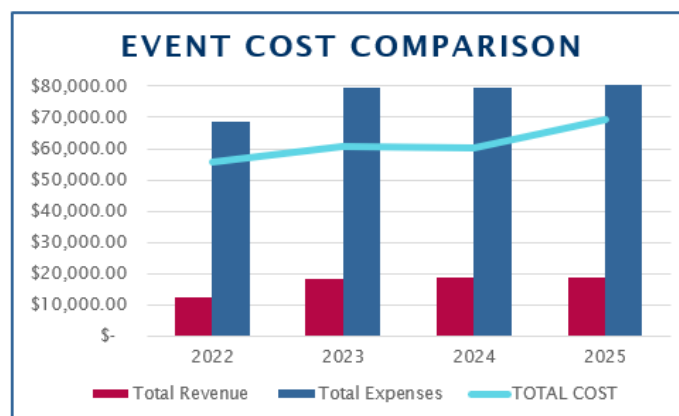
The overall cost of this year’s event increased compared to previous years, primarily due to inflation and the addition of new features aimed at improving the attendee experience. Several key areas contributed to this rise in expenses:

- **Tech and Logistics** costs increased by approximately 10%, reflecting higher prices for essential services such as stage, sound, light towers, barricades, portable restrooms, fans, and cooling equipment.
- **Volunteer hospitality** saw a 33.6% increase, due to rising food and beverage prices as well as the addition of gluten-free options to better support our volunteers.
- **Entertainment** experienced a 41.8% increase over last year’s costs, due to a higher rate for both the opening act and the headliner. Sound support also rose by 16.8%.
- **The addition of the 35-foot pirate ship** to the Kids Corner and parade lineup added \$1,250 to the budget and was a standout success, helping ease congestion and delighting both kids and families.
- **Parade candy** costs rose by 18.22%, not only due to increased prices but also from purchasing larger quantities to support the growing number of parade spectators.

It is important to note that the total budget allocated for all city events is \$90,000, and the majority of that funding is spent on the Party at the Point. Because the city’s fiscal year begins on July 1, some invoices for this event are paid out of the prior year’s budget, while others are drawn from the current year’s budget.

In addition to tracking revenue and expenses, Placer AI offered a complimentary sample analysis of our event. According to the data they pulled, just over 19,000 people attended this year’s Party at the Point celebration. With West Point’s population sitting around 12,000 residents, it’s clear that our celebration draws in a significant number of visitors from surrounding communities. We’re proud that this event not only brings our city together but also serves as a regional attraction that showcases the best of what West Point has to offer.

While costs have risen, the continued growth in participation and community involvement make it all worthwhile. As we plan for the future, we’ll remain focused on balancing quality, budget, and the unique charm that makes this event so special.



Conclusion

The 2025 Party at the Point was a clear success and operated smoothly throughout the day. Attendance continues to grow, reinforcing the event’s role as a community tradition. We feel that the organizing, logistics, and activities were well-coordinated, which helped create a positive experience for everyone. The feedback received has been overwhelmingly positive and planning is already underway to ensure that next year’s celebration builds on this momentum.

Looking Ahead to 2026

Next year marks a big moment—250 years since the signing of the Declaration of Independence, also known as the Semi-quincentennial year. As we join the rest of the country in celebrating this historic anniversary, we’re already planning to make next year’s *Party at the Point* even better. It’s going to be a meaningful year, and we’re excited to bring the community together to honor both our history and our hometown pride.

The 2026 Party at the Point will be held on Saturday, July 4th, 2026. The Golf Tournament and the 3-on-3 Basketball Tournament will both be on Friday, July 3rd.

Recommendation

Staff welcomes the Council's suggestions and recommendations on how to continually improve the event for our residents.

Significant Impacts

There are no significant impacts at this time.

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: 300 North Project – Design Contract
Author: Boyd Davis
Department: Engineering
Meeting Date: September 2, 2025



Background

The next step on the 300 North Project is to do the environmental review and begin the engineering design. JUB Engineers was selected as the design engineer, and we have been working with them on the scope of work and fee for their services. The City Council must approve a contract with JUB before proceeding. A representative from JUB will be at the meeting to answer questions.

Analysis

The full scope of work and the proposed fee for the services provided by JUB Engineers is attached to this report. The scope of work provides written details of each task they will complete and correlates to the associated fee for each task. There are six main tasks in the scope as listed below:

Task Number	Task Name	Cost
100	Environmental Review (2000 W – 4500 W)	\$91,200
200	Public Involvement	\$132,000
300	Preliminary Design (2000 W – 4000 W)	\$252,000
400	60% Design (2000 W – 3000 W)	\$129,900
500	90% Design (2000 W – 3000 W)	\$116,500
900	Project Management	\$78,300
Total		\$799,900

In the preliminary budget there was \$1,059,065 planned for engineering and construction management. The proposed fee from JUB fits within the budgeted amount and represents 7% of the overall budget. Typically design costs are 8-10% of the project.

It should also be noted that task 100 (environmental review) includes the section from 4000 W to 4500 W, which is not part of the currently budgeted project. This is a great opportunity to get the environmental review done for that section now at a much cheaper cost and will allow us to move forward on that section when the funding comes available.

Recommendation

Staff recommends approval of the contract with JUB by resolution.

Significant Impacts

None

Attachments

Resolution
Contract

RESOLUTION NO. 09-02-2025D

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN WEST POINT CITY AND
JUB ENGINEERS FOR THE 300 N ROAD PROJECT**

WHEREAS, West Point City has received grant funding to reconstruct and improve 300 North from 2000 W to 4000 W; and

WHEREAS, West Point City solicited proposals from several engineering firms to provide design services; and

WHEREAS, JUB Engineers was selected on a qualification basis to provide engineering services for the project; and

WHEREAS, West Point City desires to enter into an agreement with JUB Engineers to provide said services; and

WHEREAS, an agreement, including a scope of services, basis of fee, and schedule has been prepared; and

WHEREAS, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said agreement.

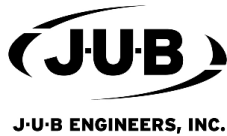
PASSED AND ADOPTED this 2nd day of September, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: West Point 300 North, 2000 West to 4500 West Environmental Documentation and Roadway Design

CLIENT: West Point City

J-U-B PROJECT NUMBER: 55-25-xxx

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

☒ **AGREEMENT DATED: 8/15/2025; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT # ; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

West Point City would like to widen the 300 North roadway from 2000 West to 4500 West. The City has acquired funding from Davis County and from the Wasatch Front Regional Council (WFRC) to complete this work. The WFRC funds will be administered by the Utah Department of Transportation (UDOT). The roadway footprint will remain in the existing 66 foot right of way (ROW), except at intersections where it has been determined that turn lanes will need to be added. The roadway typical section will include an 10-foot-wide sidewalk along the north side of the roadway and a 5-foot-wide sidewalk along the south side. Gardner Engineering performed a 15% design of the roadway corridor.

J-U-B has been asked to perform an environmental evaluation and to prepare the environmental documentation for roadway improvements from 2000 West to 4500 West. This will be prepared as a UDOT Categorical Exclusion (Cat Ex) document. The roadway will be constructed in three phases, with J-U-B performing full design for the first phase, from 2000 West to 3000 West.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Environmental Review

1. Subtask 101: Kickoff/Ongoing Coordination
 - a. Meet with West Point City to discuss the project, set regularly scheduled coordination meetings, and to outline project expectations.
 - b. Environmental coordination.
 - c. Assumptions:
 - i. Assumes up to six staff from J-U-B at the kickoff.
 - d. Deliverables:
 - i. Meeting Summary Report

2. Subtask 102: Environmental Resource Impact Analysis and Documentation

- a. Complete the environmental review process and prepare the environmental document following the UDOT environmental process.
 - i. Perform Resource Impact Analysis.
 - (a) Prepare a fieldwork authorization form and submit it to the appropriate UDOT environmental staff for review and approval prior to any field investigations.
 - (b) Perform any necessary surveys and prepare technical documentation as required for environmental resources.
 1. The results could include the identification of potential impacts, potential mitigation, and necessary permits.
 2. Refer to the Environmental Process Manual of Instruction for further information.
 - ii. Prepare Environmental Resource Reports.
 - iii. Coordinate with Agencies.
 - iv. Coordinate the environmental resource locations to the designers.
 - v. Complete Environmental Document Form with UDOT.
 - (a) Complete the environmental document form in ePM Screen 770 and attach all necessary documentation per the Environmental Process Manual of Instruction.
- b. Assumptions:
 - i. This will be a categorical exclusion (CatEx) environmental document.
 - ii. Three site visits over six days.
 - iii. No formal consultation will be required beyond coordination/consultation (as led by UDOT) with the U.S. Army Corps of Engineers (USACE) and State Historic Preservation Officer (SHPO), i.e., with USFWS or others.
 - iv. UDOT environmental staff will coordinate with agencies as required regarding potentially impacted resources with support from the project team. For historic resources, UDOT will not require chain of title searches to evaluate Post-War properties under Criterion B.
- c. Deliverables:
 - i. Resource Reports and Technical Memos
 - (a) Biological and water resource reports
 - (b) Concurrence letters for cultural and historic resources
 1. Cultural report may contain confidential information and will only be provided to UDOT and SHPO for concurrence.
 - ii. Draft and Final CatEx with environmental commitments/mitigations required for construction

B. Task 200: Public Involvement Services

1. For this task, The Langdon Group (TLG), a J-U-B Subsidiary, will:
 - a. Perform the public involvement services for this project.
 - b. Assumptions:
 - i. Two open houses will be held.
2. Subtask 201: Property Owner Visits and Contacts
 - a. Contact property owners prior to performing the topographical survey.
 - b. Visit with affected property owners.
 - c. Discuss property acquisition needs and/or landscaping changes.
 - d. Assumes one visit for each property. Assumes up to two people attending (engineer and public involvement facilitator).

- e. Assumptions:
 - I. Initial contact, prior to surveying, will be via postcards.
 - II. Up to 180 property owner visits. Coordinate landscaping and Permits to Enter and Construct.
- f. Deliverables:
 - i. Notes from visits
- 3. Subtask 202: Conduct Public Open Houses
 - a. Prepare large scroll plots for public meetings (2 open houses).
 - b. Prepare advertisement for public meetings (2).
 - c. Setup for public open houses.
 - d. Conduct public open houses.
 - e. Gather comments and prepare comment summaries.
 - f. Assumptions:
 - I. Two Open Houses will be held at the West Point City offices.
 - II. Up to four J-U-B and TLG staff in attendance at each Open House, for two hours to help answer questions.
 - g. Deliverables:
 - i. Up to four large scroll plots for each open house

C. Task 300: Preliminary Roadway Design

- 1. For this task, J-U-B will:
 - a. Review the 15% design prepared by Gardner Engineering. This design will be used as the basis for preparing the 30% design of the roadway, curb, gutter, and sidewalk.
 - b. Assumptions:
 - i. The 30% design level design will be from 2000 West (SR-108) to 4500 West (SR-110).
 - II. The project will be constructed in phases, with the first phase being from 2000 West to 3000 West.
 - (a) A full design will be prepared only for the first phase.
 - (b) The second phase will go from 3000 West to 4000 West, and will fall under a UDOT contract.
 - (c) The third phase will go from 4000 West to 4500 West.
 - 1. We will evaluate realigning the west leg.
 - 2. West Point City received CMAQ funding for a roundabout, however, a signal may work better.
 - iii. No traffic signals will be designed.
 - iv. No changes will be made to the intersection of 2000 West (SR-108).
- 2. Subtask 301: Topographical Surveying
 - a. Perform a LiDAR and topographical ground survey.
 - I. Setup target, conduct drone flight, and process LiDAR survey.
 - b. Prepare existing topographical surface CAD file.

- c. Assumptions:
 - i. The limits for the survey are from the intersection of 2000 West to the intersection of 4500 West, for a width of 86 feet. This assumes surveying up to 10 feet outside of the existing ROW.
 - ii. For up to five properties, the survey limits will extend to the face of buildings, wherever there is a steep slope, such as a driveway.
 - iii. For each side street, the limits will be 200 feet from 300 North, for a width of 86 feet.
 - iv. Utilities/storm drainage/irrigation:
 - (a) Above ground utilities will be identified.
 - (b) Dips for sewer, storm drain, and irrigation structures will be collected, where lids/covers are visible and we can remove the lids. The approximate number is 240.
- d. Deliverables:
 - i. ExTopo CAD file
 - ii. Aerial Photography
 - iii. Survey Control Sheet
- 3. Subtask 302: Identify Existing ROW
 - a. Research existing UDOT ROW documents.
 - b. Research Davis County property owner records to identify property owners.
 - c. Map the existing ROW and easement lines.
 - d. Assumptions:
 - i. This does not include a boundary survey or identification of property lines.
 - ii. No ROW or easement documents will need to be prepared. If any ROW needs are identified, a contract modification will be prepared for those services.
 - iii. West Point City will obtain Permits to Enter and Construct before the environmental is signed and before the federal portion starts.
 - (a) Up to 160 Permits to Enter and Construct.
 - e. Deliverables:
 - i. ExROW CAD file
 - ii. Property owner list
- 4. Subtask 303: Identify Existing Utilities
 - a. Contact utility companies to provide existing utility mapping files.
 - b. Prepare a CAD file showing the location of the existing utilities, based upon utility mapping and any above ground features collected during the topographical survey.
 - c. Coordinate with West Point City to provide test holing to identify utility lines which could be in conflict with roadway or drainage features, for the 2000 West to 3000 West phase.
 - i. Collect location and depth of utility test holes.
 - ii. Update utility mapping based on test hole data.

- d. Assumptions:
 - I. This does not include subsurface utility engineering (SUE) services. Utilities will be identified to a Quality Level D, per *ASCE/UESI/CI 38-22*, except where surveyed in the field, which would be to a Quality Level A or B for above ground or accessible boxes/manholes.
 - (a) Third-party utilities include:
 - 1. Rocky Mountain Power – to relocate power lines into the new parkstrip.
 - 2. Enbridge Gas – minimal impact, except for drainage line crossings.
 - 3. Lumen - minimal impact to phone and fiber lines, except for drainage line crossings.
 - 4. Comcast Cable – to relocate overhead lines, with the power lines.
 - 5. North Davis Sewer – no relocations. Will need to verify service line locations in relation to drainage lines. Coordinate with North Davis Sewer for potential replacement of service line.
 - a. This scope does not include providing design or identifying which services to replace.
 - 6. Davis & Weber Counties Canal Company – potential loops of the secondary water lines for drainage line crossings.
- e. Deliverables:
 - I. List of utility companies and contact information
 - II. ExUtil CAD file
- 5. Subtask 304: Geotechnical Investigation and Pavement Design
 - a. Terracon will perform a geotechnical analysis to provide a pavement design for the roadway, from 2000 West to 3000 West. See Terracon's scope of work.
 - b. J-U-B will coordinate with Terracon to perform that work and review the report. The traffic volumes will be provided using the traffic report prepared by Hales Engineering.
 - c. Assumptions:
 - I. No retaining walls will be designed.
 - d. Deliverables:
 - I. Geotechnical report, with pavement recommendations
- 6. Subtask 305: 30% Roadway Design
 - a. Review the 15% design prepared by Gardner Engineering.
 - b. Update the design as needed and model the roadway.
 - c. Prepare one high-level concept for the realignment of the west leg of 300 North at 4500 West.
 - d. Develop project design criteria (PDC).
 - e. Identify cut/fill slope limits.
 - f. Identify driveway tie-in limits.
 - g. Identify impacts for changing West Point Elementary school driveways from concrete to asphalt.
 - h. Identify striping.
 - I. For the sections from 3000 West to 4500 West, identify any deviations to UDOT standard, for turning lanes. Prepare a Deviation from UDOT Standard and present to UDOT, to verify no changes will need to be made which could impact the environmental document.
 - II. Coordinate with UDOT for initial acceptance.

- j. Assumptions:
 - i. Assumes only adjusting the design for up to six intersection tie-ins.
 - ii. Church parking lot at 3500 West could be impacted by the new sidewalk. This scope assumes eliminating the wider shoulder and shifting the 300 North curb and gutter to the south. The driveway on the west side will be closed off. The parking area will not need to be reconfigured.
 - iii. For the West Point Elementary parking area, it is assumed that the curb and gutter will be shifted to the south to avoid. The parking area will not need to be reconfigured.
- k. Deliverables:
 - i. 30% Roadway Design Scroll Plot
 - ii. Project design criteria
- 7. Subtask 306: Initial Drainage Design
 - a. Identify drainage inlets and pipes, and connections to the existing drainage along 300 North.
 - b. Identify initial alignment for mainline pipe from 2000 West to 2550 West and from 3000 West to 4500 West.
 - c. Assumptions:
 - i. An existing mainline pipe exists from 2550 West to 3000 West and will not need any changes to it.
 - ii. The new mainline pipe will be up to a 24" line. West Point City will provide the sizing information.
 - iii. No on-site retention or detention will be needed.
 - iv. Assuming new inlets and pipes only at intersections and within 800 foot spans.
 - (a) Up to 50 new inlets and associated pipes.
 - v. No hydraulic or hydrologic drainage analysis will be performed.
 - d. Deliverables:
 - i. 30% Drainage Design Scroll Plot
- 8. Subtask 307: Initial Irrigation Design
 - a. Coordinate with irrigation companies to identify existing lines and turnouts impacted by the roadway improvements.
 - b. Develop design to keep irrigation system operating to provide irrigation to current users.
 - c. Identify abandoned irrigation lines along north side of 300 North. Perform a site visit with West Point City and Bert Johnson to identify potential locations of abandoned irrigation pipes.
 - d. Assumptions:
 - i. Up to three meetings/site visits with irrigation companies.
 - ii. No irrigation line relocations will occur. Maintain existing system along the south side of 300 North.
 - iii. There is no active irrigation on the north side of 300 North.
 - iv. Eliminate concrete v-ditch on the south side of 300 North near 2300 West. No irrigation design will occur.
 - v. No impact on irrigation on the south side from approximately 3200 West to 3300 West. A curb wall will be installed along the back of sidewalk to avoid relocating ditch and piping. Or that the ditch will be abandoned.
 - e. Deliverables:
 - i. 30% Irrigation Design Scroll Plot
- 9. Subtask 308: Initial Utility Design and Coordination
 - a. Coordinate with third-party utility companies to verify existing facilities and potential relocations.
 - b. Conduct a utility coordination meeting with each utility company (focused on the area from 2000 West to 3000 West).
 - c. Identify locations where water services will need moved from the existing 6" water main to the 10" water main.

- d. Assumptions:
 - i. No culinary lines will be impacted, except for fire hydrant relocations and water meter and water service relocations. Also, the 6" water main will be abandoned in place, with caps placed on the ends where abandoned, at 2000 West and 3000 West. Assumes up to six caps, including side streets.
 - ii. For any services on the north side, new service lines will be installed. A typical detail will be prepared during the final design to address this.
 - iii. No secondary water lines will be impacted, except for potential loops for the drainage system.
 - iv. No sewer will be impacted.
 - v. Up to 10 utility company meetings will be held.
- e. Deliverables:
 - i. Utility contact notes
- 10. Subtask 309: Initial Opinion of Probable Cost (OPC)
 - a. Calculate quantities from initial designs and prepare an initial OPC.
 - b. Breakout the OPC into the three construction phases.
 - c. Assumptions:
 - i. The OPC will determine if the construction phasing limits need to be adjusted.
 - d. Deliverables:
 - i. Initial OPC
- 11. Subtask 310: 30% Design Review Meeting
 - a. Compile project documents to send for review two weeks prior to the meeting.
 - b. Attend meeting and take notes.
 - c. Prepare meeting summary report.
 - d. Assumptions:
 - i. Up to five people attending the meeting.
 - e. Deliverables:
 - i. 30% drawings in Bluebeam
 - ii. Meeting summary report

D. Task 400: 60% Roadway Design – 2000 West to 3000 West

- 1. For this task, J-U-B will:
 - a. Prepare 60% design, with plan sheets, for 300 North from 2000 West to 3000 West.
 - b. Assumptions:
 - i. No traffic analysis.
 - ii. No traffic signal impacts or design.
 - iii. No structural design.
- 2. Subtask 401: Roadway Design and Drawings
 - a. Implement 30% review comments.
 - b. Finalize roadway design model and prepare initial plan and profile sheets.
 - c. Assumptions:
 - i. 16 demolition sheets, 16 roadway plan sheets, 8 roadway profile sheets, two typical section sheets, one title sheet, one cross reference sheet
 - d. Deliverables:
 - i. 60% Design Drawings
- 3. Subtask 402: Signing and Striping Design and Drawings
 - a. Implement 30% review comments.
 - b. Prepare signing and striping design and initial plan sheets.

- c. Assumptions:
 - i. 16 signing and striping plan sheets
- d. Deliverables:
 - i. 60% Design Drawings
- 4. Subtask 403: Drainage/Irrigation Design and Drawings
 - a. Implement 30% review comments.
 - b. Finalize storm drain and irrigation designs and prepare initial plan sheets.
 - c. Continue coordination with the irrigation company.
 - d. Prepare drainage and irrigation plan and profile sheets.
 - e. Assumptions:
 - i. Assumes that drainage, irrigation, and utility relocations sheets will be combined.
 - ii. Assume 16 drainage/irrigation/utility plan sheets and 16 drainage profile sheets.
 - f. Deliverables:
 - i. 60% Design Drawings
- 5. Subtask 404: Landscape Design and Drawings
 - a. Implement 30% review comments.
 - b. Finalize landscaping design.
 - c. Implement comments received from property owners that have been approved by the City.
 - d. Prepare initial plan sheets identifying locations needing new sod and contractor designed sprinkler systems.
 - e. Assumptions:
 - i. 16 landscaping plan sheets.
 - ii. Landscaping will be limited to the replacement of turf sod and trees directly behind sidewalk and rock mulch in the parkstrip or directly behind sidewalk.
 - iii. Contractor to design new sprinkler systems, based on impacts identified in the field.
 - iv. Any specialized landscaping will be treated as a cost-to-cure item.
 - f. Deliverables:
 - i. 60% Design Drawings
- 6. Subtask 405: Utility Coordination and Utility Design and Drawings
 - a. Implement 30% review comments.
 - b. Finalize utility design and prepare initial plan sheets showing proposed relocations for dry utilities.
 - c. Continued coordination with impacted utility companies.
 - d. Identify utility conflict locations with storm drain and irrigation line designs.
 - e. Request utility relocation designs and schedules.
 - f. Identify third-party utility designs on plan sheets.
 - g. Identify water services to remove from existing 6" water main and to connect the existing 10" water main.
 - h. Assumptions:
 - i. Utility relocation will be combined with drainage sheets.
 - (a) Includes existing utilities
 - ii. Due to the variability in coordination with third party utilities, this scope assumes a level of effort equal to the number of hours shown in the fee estimate.
 - iii. Email communication will occur after the initial onsite meeting from Task 300.
 - i. Deliverables:
 - i. 60% Design Drawings
- 7. Subtask 406: Right of Way Design and Documentation
 - a. Prepare right-of-way exhibits and property descriptions for up to five total properties.
 - i. For church property at 3500 West.
 - ii. Four other corner impacts, with location to be determined.

- b. Assumptions:
 - I. One description (Warranty Deed) for each property.
 - II. No acquisition services will be provided.
- c. Deliverables:
 - I. One exhibit and one description for each property
- 8. Subtask 407: 60% Opinion of Probable Cost
 - a. Calculate quantities from final designs and update opinion of probable cost.
 - b. Assumptions:
 - I. None.
 - c. Deliverables:
 - I. Opinion of Probable Cost.
- 9. Subtask 408: 60% Review Meeting
 - a. Compile project documents to send for review two weeks prior to the meeting.
 - b. Attend meeting and take notes.
 - c. Prepare comment resolution form to document comments.
 - d. Assumptions:
 - i. Up to four people attending the meeting.
 - e. Deliverables:
 - I. 60% drawings in Bluebeam
 - II. Comment Resolution Form

E. Task 500: Final Roadway Design – 2000 W to 3000 W

- 1. For this task, J-U-B will:
 - a. Complete the design and prepare details.
 - b. Prepare specifications for advertising the project.
 - c. Assumptions:
 - I. West Point City will perform the project advertisement with J-U-B providing the design and bidding package.
- 2. Subtask 501: Finalize Roadway Drawings & Specifications
 - a. Implement 60% review comments.
 - b. Finalize plans and prepare details.
 - c. Prepare special provisions.
 - d. Assumptions:
 - i. Six detail sheets
 - ii. Up to two special provisions
 - e. Deliverables:
 - i. 90% drawings and specifications
- 3. Subtask 502: Finalize Signing and Striping Drawings & Specifications
 - a. Implement 60% review comments.
 - b. Finalize plans and prepare details.
 - c. Prepare special provisions.
 - d. Assumptions:
 - i. Three detail sheets
 - II. Up to one special provision
 - e. Deliverables:
 - i. 90% drawings and specifications
- 4. Subtask 503: Finalize Drainage/Irrigation Drawings & Specifications
 - a. Implement 60% review comments.
 - b. Finalize plans and prepare details.
 - c. Prepare special provisions.

- d. Assumptions:
 - i. Three drainage detail sheets
 - ii. Three irrigation detail sheets
 - iii. Up to two special provisions
- e. Deliverables:
 - i. 90% drawings and specifications
- 5. Subtask 504: Finalize Utility Drawings & Specifications
 - a. Implement 60% review comments.
 - b. Finalize utility plans and prepare details.
 - c. Prepare special provisions.
 - d. Assumptions:
 - i. Two detail sheets
 - ii. Up to one special provision
 - e. Deliverables:
 - i. 90% drawings and specifications
- 6. Subtask 505: Finalize Landscape Drawings & Specifications
 - a. Implement 60% review comments.
 - b. Finalize plans and prepare details.
 - c. Prepare special provisions.
 - d. Assumptions:
 - i. One detail sheet
 - ii. Up to one special provision
 - iii. No landscaping irrigation design or design of plantings or specialty landscaping.
 - iv. Any impacts to existing landscaped areas other than sod or rock mulch, will be a cost-to-cure item negotiated with property owners.
 - e. Deliverables:
 - i. 90% drawings and specifications
- 7. Subtask 506: 90% Opinion of Probable Cost
 - a. Calculate final quantities and update opinion of probable cost.
 - b. Assumptions:
 - i. None
 - c. Deliverables:
 - i. Opinion of Probable Cost
- 8. Subtask 507: 90% Review Meeting
 - a. Compile project documents to send for review two weeks prior to the meeting.
 - b. Attend meeting and take notes.
 - c. Prepare comment resolution form to document comments.
 - d. Assumptions:
 - i. Up to four people attending the meeting.
 - e. Deliverables:
 - i. 90% drawings and specifications in Bluebeam
 - ii. Comment Resolution Form
- 9. Subtask 508: Finalize Project Documents
 - a. Implement 90% review comments.
 - b. Finalize plans, details, and specifications.
 - c. Prepare bid schedule and table of contents.
 - d. Prepare maintenance of traffic plan.
 - e. Prepare preliminary construction schedule, including key deadlines.

- f. Assumptions:
 - i. None
- g. Deliverables:
 - i. 100% plans and specifications
- 10. Subtask 509: Prepare Bidding Packages
 - a. Prepare documents required for advertisement.
 - b. Provide drawings, specifications, opinion of probable cost, and bidding documents to West Point City.
 - c. Assumptions:
 - i. West Point City will bid the project.
 - ii. Provide CAD files to City for distribution to contractors, as needed.
 - d. Deliverables:
 - i. Plans
 - ii. Specifications
 - iii. Bid Schedule
 - iv. Measurement and Payment
- 11. Subtask 510: Advertise and Award Project
 - a. Answer bidder questions.
 - b. Attend pre-bid meeting.
 - c. Take notes.
 - d. Prepare up to one addendum.
 - e. Assumptions:
 - i. This will be a design-bid-build advertisement.
 - ii. West Point City will conduct the pre-bid meeting.
 - (a) Up to two J-U-B staff in attendance.
 - iii. West Point City will conduct the bid opening.
 - (a) Up to one J-U-B staff in attendance.
 - f. Deliverables:
 - i. Meeting summary report
 - ii. Up to one addendum

F. Task 900: Project Management

- 1. Subtask 901: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - e. Regularly monitor project status, budget and schedule.
 - f. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
 - g. Provide a monthly invoice including budget status.
 - h. Provide ongoing document handling and filing.
 - i. Assumptions:
 - i. Attend 20 bi-weekly client meetings to report project status.
 - j. Deliverables:
 - i. Up to 18 monthly invoices
 - ii. QA/QC documentation

2. Subtask 902: QC Reviews
 - a. Coordinate quality assurance / quality control (QA/QC) processes.
 - b. Conduct internal reviews at appropriate phases for quality control and assurance.
 - c. Assumptions:
 - i. QC reviews prior to each milestone review meeting and prior to advertisement, for four times.
 - d. Deliverables:
 - i. QA/QC documentation
3. Task 903: Project Closeout
 - a. Archive paper and electronic files and records.
 - b. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - c. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
 - d. Assumptions:
 - i. None
 - e. Deliverables:
 - i. None

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Test holes to identify existing utility lines.
 2. Traffic volumes.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Final design from 3000 West to 4500 West.
 2. Right of way design, mapping, and documentation.
 3. Structural design services, including retaining walls, boxes, etc.
 4. Construction engineering management services.
 5. Prepare record drawings.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
 - D. Exhibit 1-A: Work Breakdown Structure Summary summarizes the fees and anticipated schedule for the services identified in PART 2.

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, and document editing, along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure Summary
- Exhibit 1-B: Proposal from Logan Simpson dated 8/6/2025
- Exhibit 1-C: Proposal from Bighorn Archaeological Consultants, LLC dated 8/4/2025
- Exhibit 1-D: Proposal from Terracon dated 8/11/2025

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Project Title, Client: 300 North Reconstruction, 2000 West to 4500 West, West Point City

Project Number: 55-25-xxx

Prepared By: DM & JCP

Task Number	Subtask Number	Task/Subtask Name	Total Compensation	Anticipated Schedule
100		Environmental Review	\$91,200	
100	101	Kickoff Mtg/Coordination	\$14,300	September-25
100	102	Environmental Documentation	\$76,900	February-26
200		Public Involvement	\$132,000	
200	201	Property Owner Visits and Contacts	\$107,400	April-26
200	202	Conduct Public Open Houses (2)	\$24,600	February-26
300		Preliminary Roadway Design	\$252,000	
300	301	Topographical Surveying	\$52,300	October-25
300	302	Identify Existing ROW	\$28,400	November-25
300	303	Identify Existing Utilities	\$26,600	October-25
300	304	Geotechnical Investigation and Pavement Design	\$31,200	November-25
300	305	30% Roadway Design	\$33,400	January-26
300	306	Initial Drainage Design	\$21,600	January-26
300	307	Initial Irrigation Design	\$25,400	January-26
300	308	Initial Utility Design and Coordination	\$20,600	January-26
300	309	Initial Opinion of Probable Cost (OPC)	\$6,000	February-26
300	310	30% Design Review Meeting	\$6,600	February-26
400		Roadway Design – 2000 West to 3000 West	\$129,900	
400	401	Roadway Design and Drawings	\$40,100	May-26
400	402	Signing and Striping Design and Drawings	\$5,600	May-26
400	403	Drainage/Irrigation/Erosion and Sediment Control Design	\$41,800	May-26
400	404	Landscape Design and Drawings	\$8,800	May-26
400	405	Utility Coordination and Utility Design and Drawings	\$9,900	May-26
400	406	Right of Way Design and Documentation	\$14,600	February-26
400	407	60% Opinion of Probable Cost	\$4,900	June-26
400	408	60% Review Meeting	\$4,300	June-26
500		Final Roadway Design – 2000 W to 3000 W	\$116,500	
500	501	Finalize Roadway Drawings & Specifications	\$24,500	August-26
500	502	Finalize Signing and Striping Drawings & Specifications	\$10,000	August-26
500	503	Finalize Drainage/Irrigation Drawings & Specifications	\$29,700	August-26
500	504	Finalize Utility Drawings & Specifications	\$6,800	August-26
500	505	Finalize Landscape Drawings & Specifications	\$5,500	August-26
500	506	90% Opinion of Probable Cost	\$6,900	September-26
500	507	90% Review Meeting	\$5,300	September-26
500	508	Finalize Project Documents	\$14,800	October-26
500	509	Prepare Bidding Packages	\$5,100	November-26
500	510	Advertise and Award Project	\$8,000	December-26
900		Project Management	\$78,300	
900	901	Project Management	\$41,100	January-27
900	902	QC Reviews	\$35,000	December-26
900	903	Project Closeout	\$2,200	January-27
TOTAL			\$799,900	



SCOPE OF WORK AND FEE ESTIMATE

300 NORTH; 2000 WEST TO 4500 WEST RECONSTRUCTION

August 6, 2025

PROJECT UNDERSTANDING

J-U-B Engineers (J-U-B), in coordination with West Point City and the Utah Department of Transportation (UDOT), is providing environmental study support for planned improvements to 300 North between 2000 West and 4500 West in Davis County, Utah. Federal funding will be involved, thereby invoking the National Historic Preservation Act and its implementing regulations at 36 CFR §800 (the Section 106 process). UDOT is the lead agency for environmental regulation compliance. JUB has requested a scope and fee from Logan Simpson to conduct an architectural resources survey for the project. Logan Simpson is not tasked with conducting an archaeological inventory.

The area to be assessed by Logan Simpson was provided via kmz from JUB for use in preparing this scope and fee estimate. That area comprises a roughly 2.5-mile-long linear corridor straddling 300 North and extending at least slightly into the parcels abutting the road. Logan Simpson identified 109 buildings that appear to meet UDOT's 45-year age criterion on parcels intersected by the survey area. An additional three such buildings may be present, though their parcels are currently undergoing redevelopment, and the historical buildings may have been demolished. The vast majority of the historical buildings are dwellings that were constructed after 1940. These structures would qualify for UDOT's Post-War Dwellings protocols; however, JUB has asked Logan Simpson to assume these protocols will be waived for this undertaking.

SCOPE OF WORK

This scope of work outlines four tasks (Tasks 1–4) that are required to complete the cultural resources survey within the project area in accordance with the above-mentioned cultural resource law and related agency procedures. All work will be conducted to UDOT and SHPO standards.

Task 1. Project Administration

This task will include efforts associated with overall project management and implementation of Logan Simpson's internal safety program and policies. The task includes such activities as client and agency coordination, invoicing, and general task, budget, and schedule management.

Task Assumptions

- Logan Simpson will not be required to attend any meetings.
- Invoicing will occur on a monthly basis.
- Progress reports beyond simple emails will not be required.
- Duration of administrative tasks will not exceed 3 months from notice-to-proceed.

Task 2. File Search

Logan Simpson will conduct a formal literature review of the survey corridor to identify historical structures survey coverage and any previously documented historical buildings/structures that could be affected by the proposed

roadway reconstruction. Davis County Recorder records will also be formally reviewed to collect estimated building construction dates.

Task Assumptions

- Only online records will be reviewed.
- File search results will not need to be plotted on maps in the survey reports.
- The file search area will be limited to the project corridor plus a small buffer sufficient to capture the adjacent parcels.

Task 3. Fieldwork

Under this task, Logan Simpson will submit a completed Fieldwork Authorization Request (FAR) to the UDOT Architectural Historian prior to fieldwork. We will conduct a selective reconnaissance-level structure survey within the designated survey area. A 45-year age criterion will be used in accordance with UDOT guidelines to identify resources requiring documentation and evaluation as historic structures.

Task Assumptions

- Survey of buildings on adjacent properties will be required.
- No more than 109 historical structures will require documentation.

Task 4. Reporting

Logan Simpson will prepare a single report to document the survey and its findings. The report will be of a format typically used for projects of this nature and previously accepted by UDOT for similar undertakings. The report will detail the findings of the file search and survey, outline the methods used, and provide recommendations for National Register eligibility. Supporting materials, including tabular data, digital photographs, and GIS data also will be provided for submittal to the SHPO during consultation as appropriate.

Task Assumptions

- A single report will be required.
- UDOT's Post-War Dwellings protocols will be waived, and all buildings will be documented in tabular format in the report and via Excel coded spreadsheets.

FEE ESTIMATE

The fee for our services as scoped above and the assumptions and exclusions for it are detailed below. The table below shows the planned allocation of labor costs and direct expenses per task. We request the ability to reallocate monies between tasks if needed. Direct expenses for the scope are limited to vehicle mileage. We will invoice monthly as a **Time and Materials** contract. This quote is valid for 120 days.

PROJECT FEE (TIME AND MATERIALS)			
TASK	LABOR	EXPENSES	TOTAL
1. Project Administration	\$705	\$0	\$705
2. File Search	\$260	\$0	\$260
3. Fieldwork	\$2,890	\$70	\$2,960
4. Technical Report Preparation	\$5,540	\$0	\$5,540
TOTAL COST	\$9,395	\$70	\$9,465

General Assumptions and Exclusions

Logan Simpson's cost proposal and scope of work is based on the following assumptions and exclusions:

1. Logan Simpson reserves the right to renegotiate our services if it is determined, through no control or fault of Logan Simpson, that the project area or scope of work changes significantly during completing the tasks described in this document.
2. The project area will not exceed that described in the Project Understanding section of this proposal.
3. UDOT's Post-War Dwellings protocols will be waived, and all buildings will be documented in tabular format in the report and via Excel coded spreadsheets.
4. Cultural resource mitigation is not included in this scope of work.
5. Logan Simpson is not responsible for conducting an evaluation of Traditional Cultural Properties or Tribal consultation.



**BIGHORN ARCHAEOLOGICAL CONSULTANTS,
LLC.**

Estimate

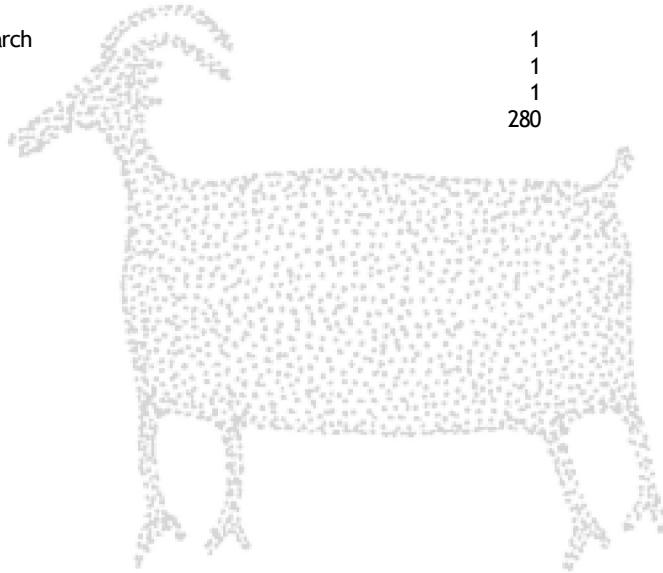
Southern Utah Northern Utah
(435) 632-8250 (801) 368-8091
www.bighorn.co

Date Estimate #
8/4/2025 2071

Name / Address

JUB Engineers, Inc.
392 E. Winchester Street.
Salt Lake City, UT 84107

		Project		
		300 North West Point		
Description	Qty	Cost	Total	
Fieldwork - 300 North West Point Principal Investigator - Fieldwork	12	105.00	1,260.00	
Report Production, Site Forms & Maps Principal Investigator - Report Production	50	105.00	5,250.00	
Direct Costs				
SHPO - Division of State History File Search	1	150.00	150.00	
Paleontological File Search	1	60.00	60.00	
Field Equipment	1	50.00	50.00	
Mileage	280	0.70	196.00	



Total \$6,966.00



6952 S. High Tech Drive, Suite B
Midvale, UT 84047
P (801) 545-8500
Terracon.com

August 11, 2025

J-U-B Engineers, Inc
1047 South 100 West, Suite 180
Logan, UT 84321

Attn: John Powell
P: (801) 725-4044
E: jpowell@jub.com

RE: Proposal for Geotechnical Engineering Services
West Point 300 North Pavement
300 North
West Point, Utah
Terracon Proposal No.61255195

Dear Mr. Powell:

We appreciate the opportunity to submit this proposal to J-U-B Engineers, Inc (J-U-B) to provide Geotechnical Engineering services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$26,500. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing us with your subconsultant agreement document.

Sincerely,
Terracon

Jeremy Koch, G.I.T.
Staff Geologist

Charles V. Molthen, P.E.
Operations Manager III

Exhibit A — Project Understanding

Our Scope of Services is based on our understanding of the project as described by J-U-B and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request J-U-B and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information provided	An email request for proposal was provided by John Powell on August 6, 2025. The request included a breakdown of the scope and the breakout of each phase of the pavement job.
Project description	The project includes the first phase of reconstruction and widening of 300 N in the West Point, Utah from the intersection at 2000 West to the intersection of 3000 West, approximately 1 mile.
Below-grade structures	None
Pavements	The existing roadway to be evaluated for asphalt condition. A full HMA pavement reconstruction or a mill and overlay option will be recommended based on roadway distresses and subsurface conditions. The pavement design period is 20 years.
Building code	2021 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel information	The project is located at 300 North in West Point, Utah. The road extends for approximately 1 mile. (See Exhibit D)
Existing improvements	An existing HMA surfaced road with adjacent sidewalks and houses on the north and south side of the road.
Current ground cover	Asphalt pavement



Item	Description
Existing topography	The current roadway dips to the west with an elevation loss of 61 feet, and a max slope of 5.5% and -8.4%.
Site access	We expect the site and all exploration locations will be accessible with our truck-mounted drilling equipment and support vehicles.
Expected subsurface conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of primarily medium stiff clays of variable amounts and layers of medium dense silty sand.

Exhibit B — Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by J-U-B, our experience with similar projects in the vicinity of the project site, and in general accordance with UDOT Pavement. We propose the following field exploration program, which is anticipated to be completed with 4 days (including PUL) of on-site activities as described below:

Number of borings	Planned boring depth (feet) ¹	Planned location ²
7	10	Pavement
2	TBD ³	Pavement

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown in the attached **Anticipated Exploration Plan**.
3. Additional asphalt core depths and locations will be determined during the time of our site visit.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site-specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous hollow-stem flight augers. Five samples will be obtained in the upper 10 feet. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs,

prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance could occur.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Pavements will be cored, replaced, and sealed with utilibond. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be cleaned up and taken off site. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted in our logs.

Exploration efforts require borings into the subsurface; therefore, Terracon will comply with local regulations to request a utility location service through Blue Stakes of Utah. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to the commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service or utilize internal staff. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent on the composition and construction of the utility line; some utilities are comprised of nonelectrically conductive materials and may not be readily detected. The use of a private utility locate service would not

relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00 a.m. and 5:00 p.m.). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee. Terracon will obtain an encroachment permit from West Point City.

Traffic Control: For the work scope of this proposal, we have budgeted for subcontracting traffic control services (signage and flaggers) during our drilling activities. This proposal assumes that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The exact types and number of tests cannot be defined until the completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- water content
- unit dry weight
- Atterberg limits
- grain size analysis
- chemical analyses — pH, sulfates, chloride ion, and electrical resistivity
- moisture-density relationship
- California Bearing Ratio (CBR)

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- boring logs with field and laboratory data
- stratification based on visual soil classification
- groundwater levels observed during drilling
- Site Location and Exploration Plans
- description of pavement surface distress
- subsurface exploration procedures
- description of subsurface conditions
- recommended pavement options and design parameters
 - Evaluation of full depth reconstruction of mill or overlay utilizing asphalt condition, thickness and subsurface data

Pavement section thickness will be completed with an initial trial section using the AASHTO 93 methodology and refined using AASHTOWare (DARWIN-ME) pavement software.

In addition to an emailed report, your project will also be delivered using **Compass**. Upon initiation, we provide you and your design team with the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning — Proposal information, schedule, and anticipated exploration plan
- Site Characterization — Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C — Compensation and Project Schedule

Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump sum fee ²
Project management	\$800
Field exploration	\$9,350
Laboratory testing	\$2,800
Traffic control	\$7,500
Private utility locate service	\$2,100
Geotechnical report and analysis	\$3,950
Total	\$26,500

1. The lump sum fee considers one drill rig mobilization and no unexpected on-site delays. If additional drill rig mobilizations are required, an additional fee of \$1,450 would be invoiced. A drill crew standby rate of \$385 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

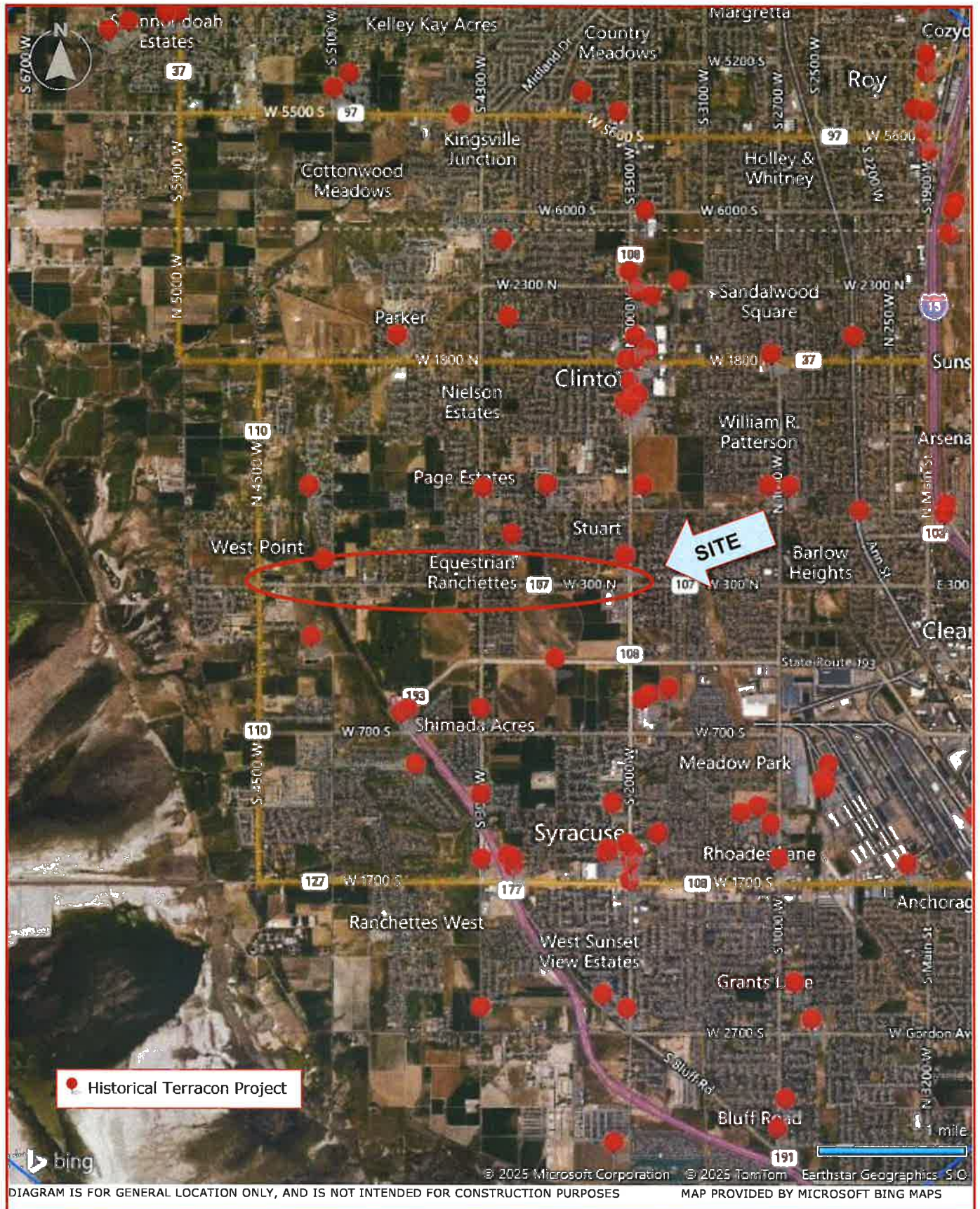
Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the

boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff call with client	2 days after notice to proceed
Field exploration	Anticipated start date of September 15
Site characterization	15 days after completion of field program
Geotechnical engineering	28 days after completion of field program
1. Upon receipt of your notice to proceed, we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. Standard workdays. We will maintain an activities calendar on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery.	

Exhibit D — Site Location



CITY COUNCIL STAFF REPORT

Subject: UDOT Offers to Purchase – West Davis Highway
Author: Boyd Davis
Department: Engineering
Meeting Date: September 2, 2025



Background

As part of the West Davis Highway (WDH) project, UDOT acquired several pieces of property from the City to accommodate the highway. UDOT has identified one additional location where they need to acquire an easement for the relocation of the Hooper Canal that must be moved to make room for the highway. The easement will be located on property the city owns near 4250 W 25 S.

Analysis

The offer to purchase the easement is attached to this report along with a map showing the location of the easement. The offer is \$8,500 for a perpetual easement in the name of the Hooper Irrigation Company.

UDOT plans to relocate the Hooper Irrigation pipeline from its current location, which would be under the WDH, to the new location which will be along the city's property where the future pickleball park is planned. This will not affect the park as the pipeline will be buried and mostly unnoticeable.

UDOT has already acquired the easement in the park area but did not include the small property the city owns on the north side of 25 South. This current offer will include that property and will complete the easement that is needed.

Recommendation

Staff recommends the Council accepts the offer as presented by resolution.

Significant Impacts

None

Attachments

Resolution
Offer

RESOLUTION NO. 09-02-2025A

**A RESOLUTION APPROVING AN OFFER
FROM UDOT TO PURCHASE A PERPETUAL EASEMENT
FOR THE WEST DAVIS HIGHWAY PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) is preparing to construct the West Davis Highway which runs through West Point City (City); and

WHEREAS, the City owns various properties that lie within the corridor or adjacent to the proposed highway; and

WHEREAS, UDOT has presented an offer to purchase a perpetual easement on property owned by the City; and

WHEREAS, the City is willing to grant said easement and accept the offer presented by UDOT; and

WHEREAS, offer documents have been prepared and must be signed and accepted by the City.

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

1. The City Council hereby approves and accepts the offer to purchase, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said offer.

PASSED AND ADOPTED this 2nd day of September, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

July 29, 2025

West Point City
Attn: Boyd Davis
3200 West 300 North
West Point, UT 84015

Dear Boyd Davis:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase an easement on your property, which is located at "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", West Point, UT 84015 and has assigned parcel number(s) 118N:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$8,500.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Desiree Vargas (Consultant/Realtor)
801-330-9729
Acquisition Agent / Right of Way Division
Utah Department of Transportation



Utah Department of Transportation Right of Way Division Statement of Just Compensation

Project No: S-R199(381) Parcel No.(s): 118N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID / Sidwell No: 12-043-0122
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
118N:E	Land	2812	SQFT	\$6	50 Government	DAVIS

VALUE OF THE TAKING

					Factor	Value
118N:E	----->	2812	SQFT	\$6	50 x 1 =	\$8,436.00

IMPROVEMENTS

118N:E	Cost-to-Cure:Replacement					\$0.00
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OTHER COSTS

118N:E	Rounding					\$64.00
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NET AMOUNT: \$8,500.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: _____

Desiree Vargas (Consultant/Realtor) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 20927 **Project No:** S-R199(381)

Owner Name: West Point City

Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015

Parcel No: 118N:E

Authority No: 74720

Tax Id: 12-043-0122

Project Location: SR-177; SR-193 to 1800 N.

The Utah Department of Transportation hereby makes you an offer of \$8,500.00 as Just Compensation for the easement(s).

This is the approved value for the easement(s) described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the easement rights we need for \$8,500.00. Along with this Offer attached are the Statement of Just Compensation and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Desiree Vargas (Consultant/Realtor). I can be reached at 801-330-9729.

Receipt: Please sign below to indicate you have received the following documents:

Ombudsman's Acquisition Brochure - Your Guide to Just Compensation

Offer to Purchase & Offer Letter

Statement of Just Compensation

Right of Way Contract

Deed(s) and/or Easement(s)

Map and legal description

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Desiree Vargas (Consultant/Realtor) / Acquisition Agent

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 118N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.

County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0122

Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015

Owner's Address: 3200 West 300 North, West Point, UT 84015

Primary Phone: 801-776-0970

Owner's Home Phone:

Owner's Work Phone: (801)776-0970

Owner / Grantor (s): West Point City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, West Point City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 118N:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$8,500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 118N:E
Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0122
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Primary Phone: 801-776-0970 Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City

4.2 Fees/Costs.

(a) Escrow Fees. UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 118N:E

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.

County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0122

Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015

Owner's Address: 3200 West 300 North, West Point, UT 84015

Primary Phone: 801-776-0970

Owner's Home Phone:

Owner's Work Phone: (801)776-0970

Owner / Grantor (s): West Point City

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Desiree Vargas, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

West Point City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(381) Parcel No.(s): 118N:E
Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.
County of Property: DAVIS Tax ID(s) / Sidwell No: 12-043-0122
Property Address: "Approximately SE1/4 NE1/4, Section 6, T.4N., R.2W.", WEST POINT, UT 84015
Owner's Address: 3200 West 300 North, West Point, UT 84015
Primary Phone: 801-776-0970 Owner's Home Phone: Owner's Work Phone: (801)776-0970
Owner / Grantor (s): West Point City

Exhibit A

(Attach conveyance documents)

Perpetual Easement

(CITY)

Davis County

Tax ID No. 12-043-0122

PIN No. 20927

Project No. S-R199(381)

Parcel No. R199:118N:E

West Point City, Grantor, a municipal corporation of the State of Utah, hereby GRANTS AND CONVEYS to the HOOPER IRRIGATION COMPANY, Grantee, at 5375 South 5500 West, Hooper, Utah 84315, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described easement in Davis County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, situate in the SE1/4NE1/4 of Section 6, T.4N., R.2W., S.L.B.&M., for the purpose of constructing and maintaining thereon a secondary water line and appurtenant parts thereof incident to SR-177, SR-193 to 1800 North, known as project number S-R199(381). The Easement shall run with the real property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The boundaries of said easement are described as follows:

Beginning at a point on the proposed westerly right of way line of Cold Springs Road, which point is 1,492.66 feet S.00°06'59"W. along the quarter section line and 1,426.72 feet S.89°53'01"E. and 123.34 feet N.81°27'13"E. from the North Quarter Corner of said Section 6, which point is also 214.04 feet radially distant southwesterly from the control line of SR-177 (West Davis Corridor), at Engineer Station 1074+97.09; and running thence N.38°34'44"W. 79.27 feet; thence N.26°47'45"W. 113.24 feet, more or less, to the northerly boundary line of said entire tract; thence along said northerly boundary line N.89°58'56"E. 15.14 feet to the proposed westerly right of way line of Cold Springs Road and a point of non-tangent curvature; thence along said proposed westerly right of way line the following three (3) courses: (1) southeasterly 135.98 feet

along the arc of a 833.00-foot radius curve to the left, through a central angle of 09°21'10", the chord of which bears S.30°39'15"E. 135.83 feet to a point of compound curvature; (2) southeasterly 27.41 feet along the arc of a 2,370.00-foot radius curve to the left, through a central angle of 00°39'45", the chord of which bears S.35°39'43"E. 27.41 feet to a point of reverse curvature; (3) southerly 25.56 feet along the arc of a 20.50-foot radius curve to the right, through a central angle of 71°26'46", the chord of which bears S.00°16'13"E. 23.94 feet, more or less, to the point of beginning. The above described easement contains 2,812 square feet or 0.065 acre in area, more or less.

(Note: Rotate above bearings 00°20'51" clockwise to equal NAD83 project bearings.)

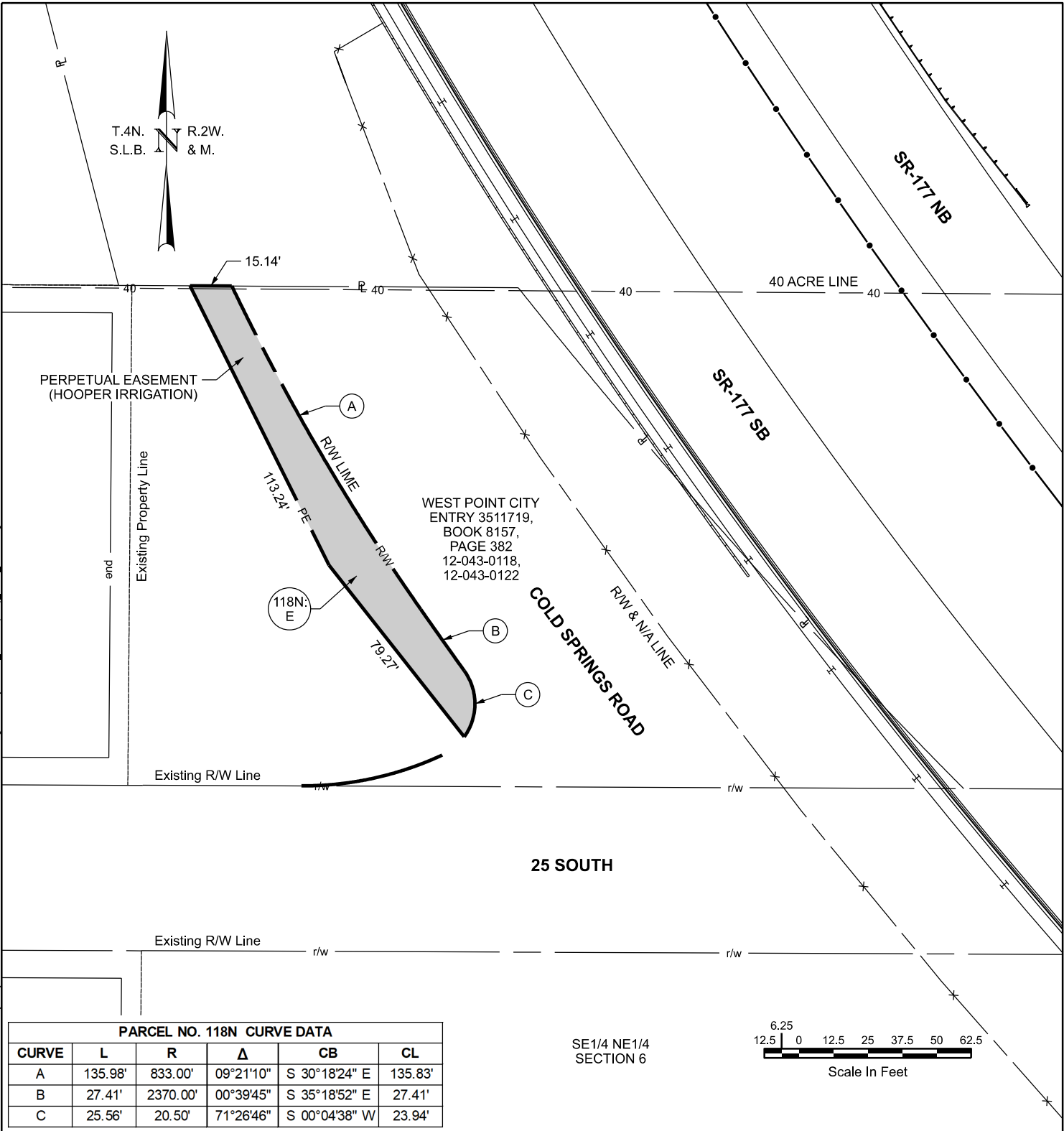
STATE OF	)	_____
	) ss.	_____
COUNTY OF	)	Signature

		Print Name and Title

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of West Point City and that said document was signed by him/her on behalf of said West Point City by Authority of its _____.

Notary Public

DGN File: pwr:\pw-int\mtb\org\PWWestCoast\Documents\Salt Lake City Projects\65682 UDOT WDC\PW01 SR177-SR193 to 1800N\Right of Way\20927_S-R199(381)_118N_Exhibit.dgn



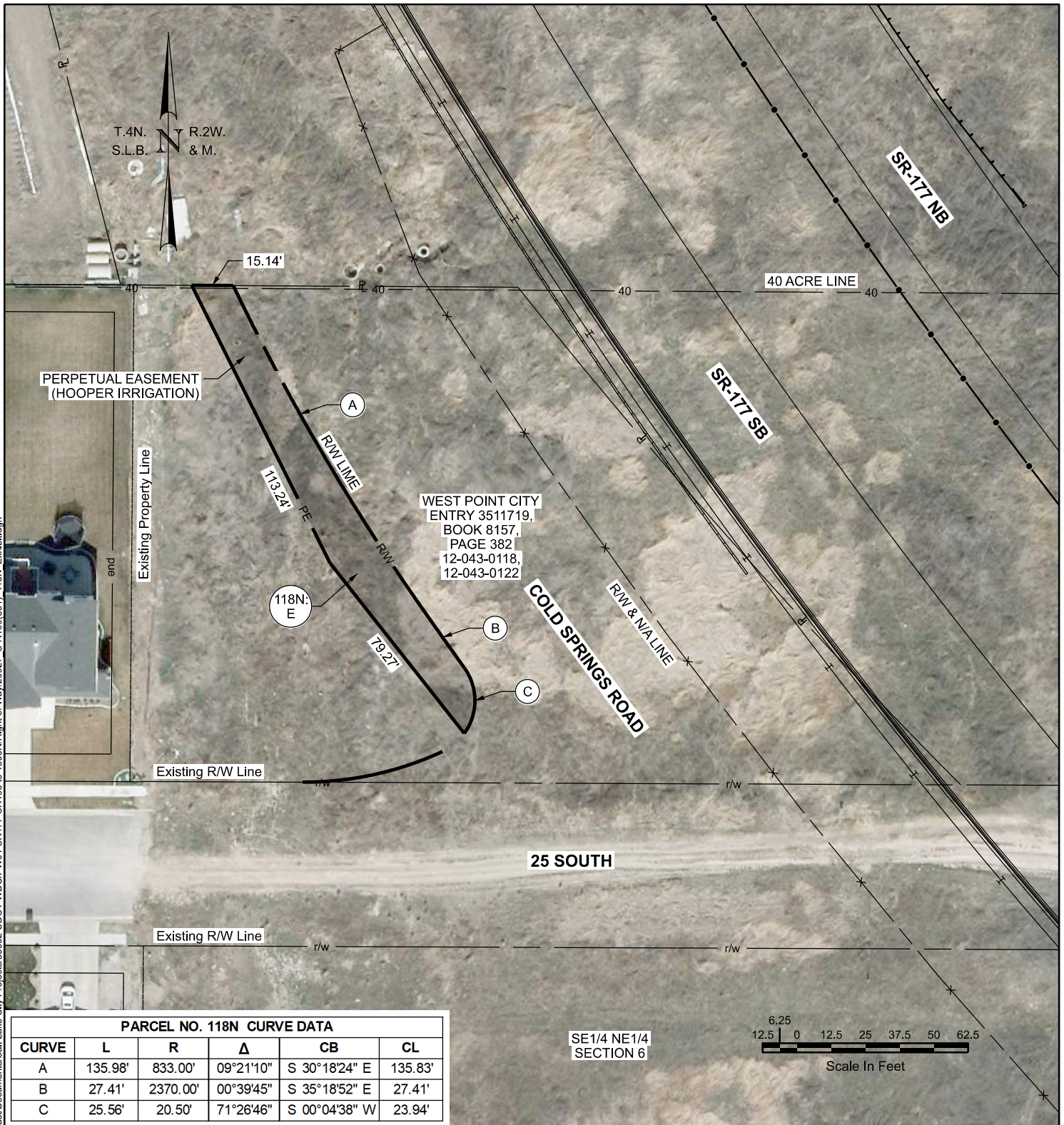
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
118N:E	WEST POINT CITY	2,812	0.065	NONE	30,639	PERPETUAL EASEMENT	

SHEET NO.118N-EXHIBIT		PARTIAL SUMMARY NO. 07P	PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N		PROPERTY ADDRESS: PART OF THE SE1/4 OF THE NE1/4 OF SECTION 6, T4N, R2W, SLB&M WEST POINT, UT 84015	
	PROJECT NUMBER	S-R199(381)	PIN	20927

UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DESIGN

DGN File: pwr:\pwr\int\hmtb\org\PWWestCoast\Documents\Salt Lake City Projects\65682 UDOT WDC\PW01 SR177-SR193 to 1800N\Right of Way\20927 S-R199(381) 118N Exhibit.dgn



PARCEL NO. 118N CURVE DATA					
CURVE	L	R	Δ	CB	CL
A	135.98'	833.00'	09°21'10"	S 30°18'24" E	135.83'
B	27.41'	2370.00'	00°39'45"	S 35°18'52" E	27.41'
C	25.56'	20.50'	71°26'46"	S 00°04'38" W	23.94'

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
118N:E	WEST POINT CITY	2,812	0.065	NONE	30,639	PERPETUAL EASEMENT	

SHEET NO.118N-EXHIBIT		PARTIAL SUMMARY NO. 07P		PROPERTY OWNER: WEST POINT CITY	
PROJECT	SR-177; SR-193 TO 1800 N			PROPERTY ADDRESS: PART OF THE SE1/4 OF THE NE1/4 OF SECTION 6, T4N, R2W, SLB&M WEST POINT, UT 84015	
PROJECT NUMBER	S-R199(381)	PIN	20927	UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	

CITY COUNCIL STAFF REPORT

Subject: Rezone Request– 1383 N 4350 W
Author: Bryn MacDonald, AICP
Department: Community Development
Date: September 2, 2025



Background

Jason Hamblin, representing the property owners Johanna Lainez and Bruce Suarez, has applied to rezone approximately 0.71 acres of land located south of 1383 N 4350 W. The property consists of two parcels, 14-040-0106 (.31 acres), 14-040-0114 (.4 acres) and 14-414-0043 (one-foot holding strip). The property is currently zoned A-40 Agricultural and R-2 Residential. The applicant is requesting a rezone to R-1 Residential to develop the two parcels into two buildable residential lots. According to the application, these two lots would tie in with the Pheasant Creek subdivision, which was originally developed by the applicant's father, Doug Hamblin.

Process

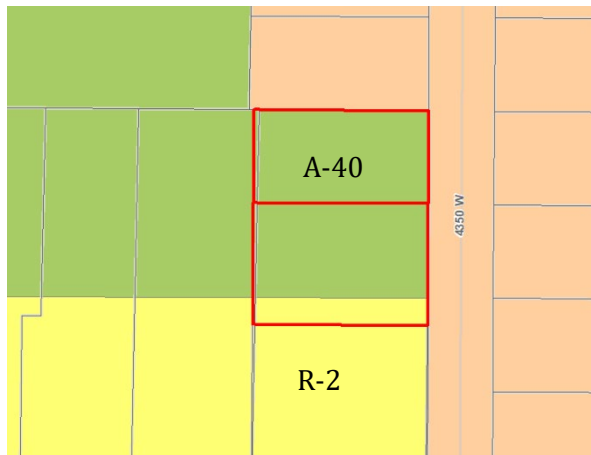
Rezone requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, as long as it can be shown that their actions will promote or protect the community's overall welfare. Changes to zoning require a public hearing and a recommendation from the Planning Commission before the City Council can make a final decision. The Planning Commission held a public hearing on August 14, 2025, and recommended approval of the rezone. There were no public comments at the hearing.

Analysis

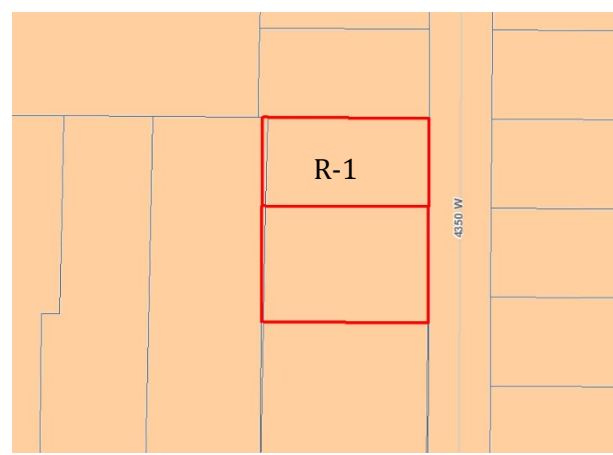
The R-1 Residential zone allows for a density of up to 2.2 dwelling units per acre. The applicant's request is to rezone a 0.71-acre site to create two residential lots, which aligns with the allowable density. The minimum lot size in the R-1 zone is 12,000 square feet. The proposed lots will need to comply with this minimum size requirement. If the rezone is approved, the applicant will submit a subdivision application for the two lots. At that time, the plan will be reviewed for compliance with the size, width, and other code requirements.



Current Zoning



General Plan



Recommendation

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

The proposed R-1 request meets the vision of the General Plan. Since this is a legislative matter, the City Council must determine whether the request will support and ensure the overall welfare of the community. The Planning Commission recommended approval of the rezone to R-1.

Attachments

Application



Zoning Map Amendment Application

3700 West 300 North
West Point, UT 84015
PH: 801.776.0970
FAX: 801.525.9150
www.westpointcity.org

The rezoning of property is considered legislative action. All applications submitted must be made in accordance with Section 17.00.090 in the official West Point City Land Use & Development Code. Zoning amendments must be initiated by one or more property owners affected by the amendment.

Note: If the application for a zoning change is denied by the City Council a new application for the same request affecting the same property shall not be eligible for reconsideration for one year after such denial.

For Office Use Only		
Payment Required		
\$ 250	6-30	Bm
DATE PAID	DATE PAID	DATE PAID
5/20/20	Reserve Funding	

Applicant Information		
Name	Jason Hamblin	Email Address
		jasonhamblin34@gmail.com
Address		Phone Number
2811 N. Fairfield Rd. Ste B Layton, UT 84041		801-726-5886
Date		6/25/25

Property Information		
Property Address	Approximate:	Parcel Numbers
1383 W. 4350 W. West Point		14-040-0106 and 14-040-0114
Current Zoning	Requested Zoned	Total Acres
A-40	R-1	
Legal Description(s) (May Attach Copy)		
Describe the purpose of the request.		
Rezone the 2 agricultural parcels into 2 residential lots that are buildable. Applicants father, Doug Hamblin, originally developed Pheasant Creek. Which these 2 lots would tie in seamlessly with at the entrance of the subdivision.		

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 application meets the standards of the West Point City Land Use & Development Code. I have read the West Point Zoning Amendment regulations and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and follows all requirements of West Point City's Municipal Code.


Agent Signature

6/25/25
Date

Affidavit

STATE OF UTAH)
COUNTY OF _____)

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



Signature of Property Owner



Signature of Property Owner

Subscribed and sworn to me this 27 day of 06, 2025.

Notary Public

See Attachment

Residing in: _____

My Commission Expires: _____

Agent Authorization

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



Signature of Property Owner



Signature of Property Owner

Subscribed and sworn to me this 27 day of 06, 2025.

Notary Public

See Attachment

Residing in: _____

My Commission Expires: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 27th day of June, 2025.
by Date Month Year(1) Bruce Suarez(and (2) Johanna Lainez),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Kly G
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit Document Date: 06/27/2025
Number of Pages: _____ Signer(s) Other Than Named Above: _____

GOVERNMENT CODE § 8202

- Signature of Document Signer No. 1* *Signature of Document Signer No. 2 (if any)*

September 2, 2025

CITY COUNCIL STAFF REPORT

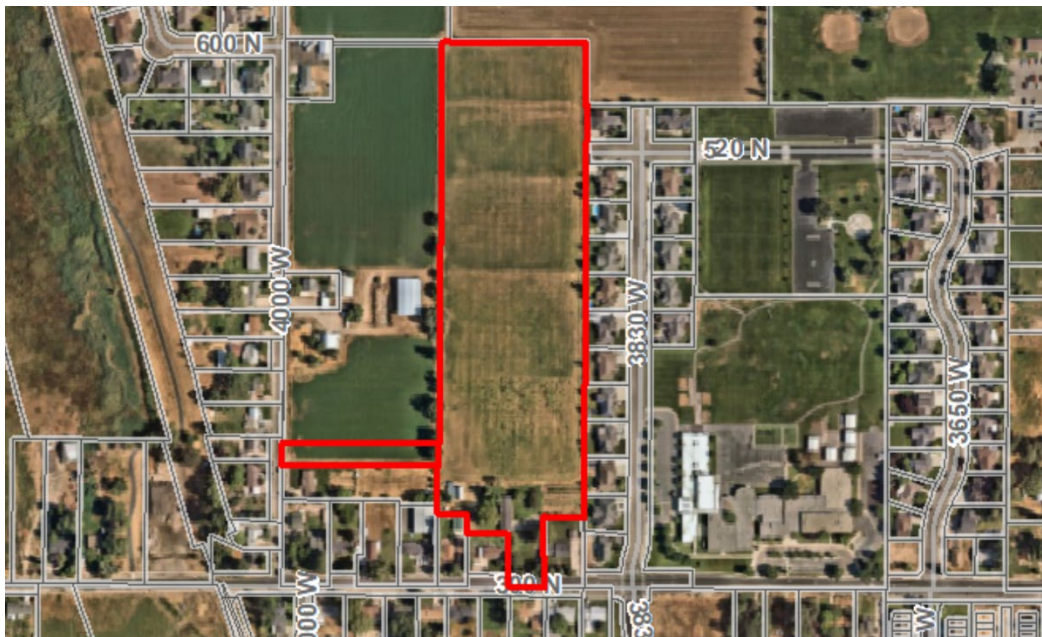


Subject: Rezone Request - 3900 W 300 N
Author: Bryn MacDonald
Department: Community Development
Date: September 2, 2025

Background

Matt Leavitt has applied to rezone 13.14 acres of land located at approximately 3900 West 300 North from R-2 residential (up to 2.7 units/acre) to R-4 medium density residential (up to 6 units/acre). During the update of the General Plan, the applicant petitioned the City Council to identify this property as R-4 residential. The City Council supported this request and designated the property as future R-4 residential on the General Plan Map. Following the adoption of the General Plan in December 2024, the applicant has applied to rezone the property to the R-4 zone. They are also asking for a development agreement.

The Planning Commission discussed this proposal during their meetings on March 27, April 10, and May 22, 2025. A public hearing was held on June 12, 2025 in accordance with West Point City Code.



Process

Rezoning requests are legislative decisions, granting the Planning Commission and City Council discretion to determine if a zoning change serves the community's overall welfare. Rezoning must support the goals of the City's General Plan. This plan outlines the long-term vision for development in West Point and serves as the standard for evaluating proposed zoning changes. Utah State code mandates public hearings on zoning changes, ensuring transparency and public participation. A public hearing must be held by the Planning Commission before the City Council's final decision, and the Planning Commission is required to provide a recommendation. This recommendation may include approval, denial, or tabling for further discussion.

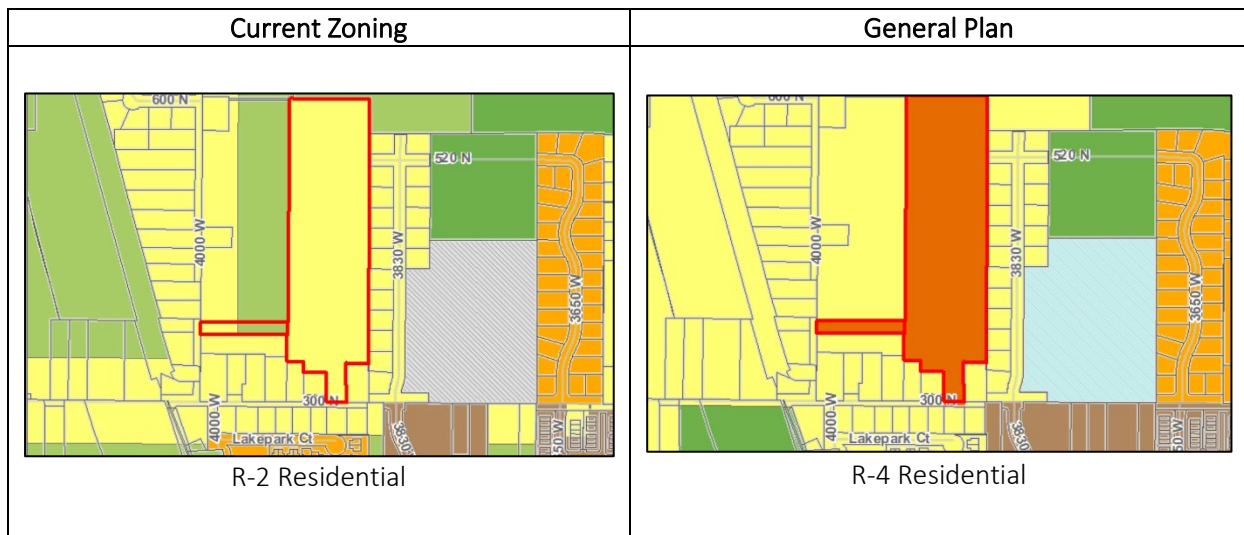
The Planning Commission held a public hearing in June 12, 2025. The PC heard comments from 16 individuals during the hearing. Some of the concerns raised include:

- **Increased Traffic Concerns:** Residents worried about potential traffic overcrowding on 300 North and increased traffic within the West View Park Subdivision (3650 West & 3830 West) due to the development.
- **Number of Dwellings:** The increased number of homes seemed dramatically different compared to surrounding developments.
- **Loss of Agricultural Character:** Residents were concerned that smaller lot sizes would disrupt the area's agricultural feel.

During the meeting on June 26, 2025, the Planning Commission recommended denial of the rezone due to potential negative impacts. They stated they don't believe the proposal fits in with the surrounding community. They believe the development could be achieved with an R-2 or R-3 PRUD, instead of the R-4 zone.

Analysis

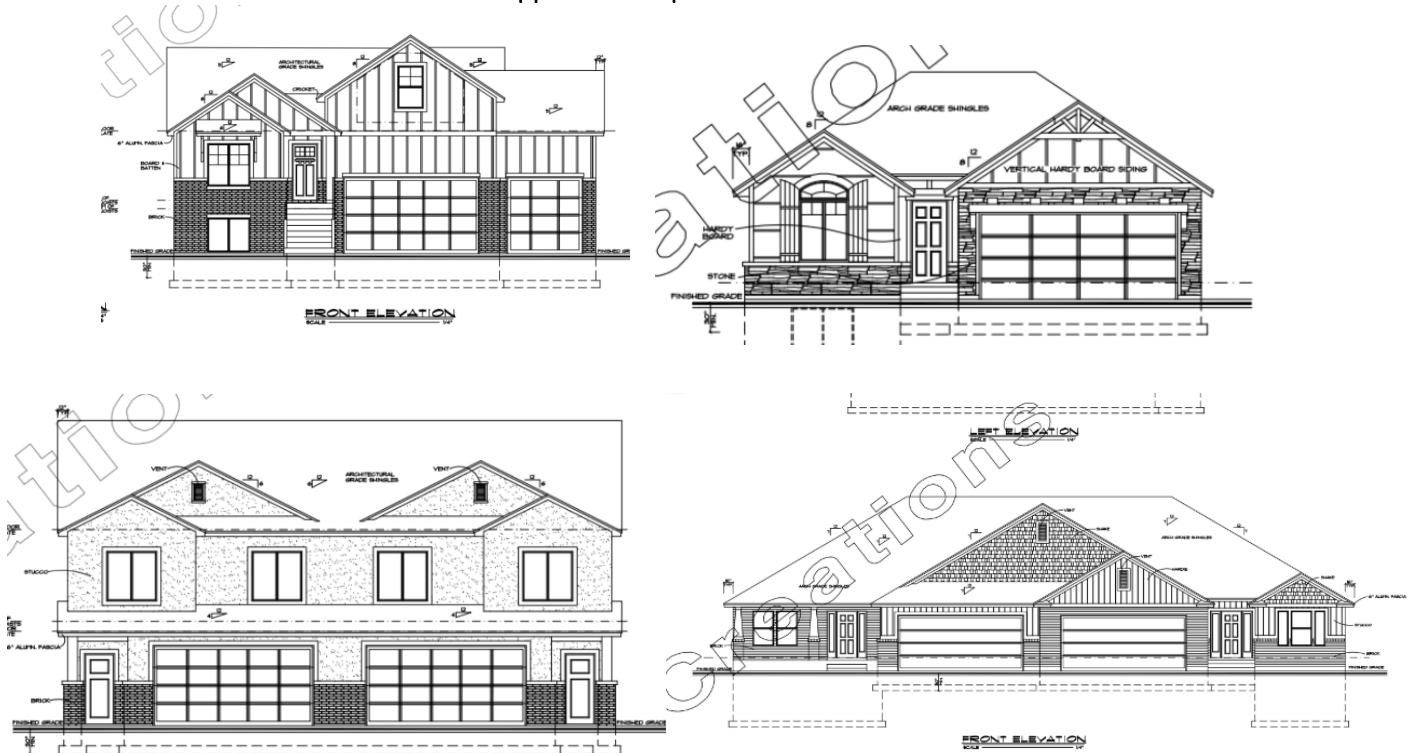
The City's Zoning Map shows the current legal uses for each property, indicating what can be built today. The General Plan Map, on the other hand, outlines the City's long-term vision for land use, showing potential future development if zoning changes align with the plan. The property is currently zoned R-2. The general plan designates the property as R-4.



West Point City Code 17.60.105 defines the R-4 zone as medium-density single-family neighborhoods (max 6 units/acre) intended for attainable housing. This zone allows for a max of 20 percent twin homes. The applicant's request for R-4 is consistent with the recommendations shown on the General Plan Map for this property; however, the requested density is lower than the minimum allowed in the zone. The table below compares the proposal to these standards.

Development Agreement: The proposed density of 3.5 units/acre is below the R-4 zone's minimum requirement of 3.7 units/acre. The applicant will need to enter into a development agreement with the city to grant an exception to the code. This agreement would allow the lower density of 3.5 units/acre. The agreement also ensures that all other aspects of the development remain consistent with the City's planning objectives and the intent of the R-4 zone. The Planning Commission recommended denial of the development agreement.

Applicants Proposed Elevations



Recommendation

The proposed R-4 request matches the zoning designation on the General Plan map. The development agreement would allow a density of 3.5 instead of 3.7. The Planning Commission recommended denial of the rezone and the development agreement. Since this is a legislative matter, it is essential for the City Council to determine whether the request will support the vision of the general plan (map and documents) and ensure the overall welfare of the community.

Attachments

Site Plan

CITY COUNCIL STAFF REPORT

Subject: West Davis Highway UDOT Agreements
Author: Boyd Davis
Department: Engineering
Meeting Date: September 2, 2025



Background

At the last City Council meeting, UDOT presented several written agreements that will need to be approved by the city as part of the West Davis Highway project. The agreements have been revised as requested by the Council and are now ready for consideration of approval. The one exception is that the drainage agreement is not complete and will not be ready for action at this meeting, but will be on a future meeting agenda.

Analysis

There are four different agreements that the city council will need to consider approving at this meeting that cover the following topics. A brief summary of each agreement is also included and the full agreements are attached to this report. The only change that has been made is to the lighting agreement to add the lights to the monument signs in the landscaped area.

1. Park and Ride Lot
2. Trail
3. Utilities
4. Lighting

Park-and-Ride Lot

- UDOT will construct and pay for the park-and-ride lot.
- The city will maintain the lot, which includes:
 - Snow removal
 - Maintenance of landscaping
 - Lighting and electrical power to lighting
 - Police protection / security
 - Trash removal
 - Replacement of signs
 - Pavement maintenance
 - Signing / Striping
 - Mowing weeds up to the UDOT fence along the N/A line.
- UDOT can give 30 days notice if not properly maintained.
- City will own the lot, but UDOT can take it back if needed.
- City has reviewed and approved the plans.
- City will not access the lot from the West Davis Highway (WDH)

Trail

- The city will own and maintain the trail. Maintenance includes:
 - Pavement maintenance
 - Bridge maintenance
 - Wall maintenance
 - Fence maintenance
 - Snow removal

- Maintenance of landscaping
- Mowing weeds
- Police protection / security
- Trash removal
- Signing / Striping
- UDOT can give the city 30 days notice if not properly maintained
- City has reviewed and approved plans
- No access to the trail from the WDH

Utilities

- UDOT will replace 12" sewer line at 200 South
- UDOT will abandon waterline from 800 N to 1300 N
- UDOT will perform the work at no cost to the city
- The city may inspect the work
- UDOT will grant an easement for future relocation of the sewer line

Lighting

- The city will maintain lights in the following locations:
 - Under the structure at SR-193
 - Under the structure at 300 N
 - Under the structure at 800 N
 - Under the structure at 1300 N
 - Emigrant trail crossing at 1300 N
 - West Point monument signs at SR193
- UDOT will install the lights at no cost to the city
- The city will add the lights to our account and pay for the power service

Recommendation

Staff recommends approval of the agreements by resolution.

Significant Impacts

None.

Attachments

Resolution

Agreements

RESOLUTION NO. 09-02-2025B
A RESOLUTION APPROVING MULTIPLE AGREEMENTS
BETWEEN UDOT AND WEST POINT CITY
FOR THE WEST DAVIS HIGHWAY

WHEREAS, the Utah Department of Transportation (“UDOT”) is planning to build the West Davis Highway (“WDH”) within West Point City (“City”) boundaries; and

WHEREAS, the City will gain ownership of or have responsibility to maintain various ancillary elements of the highway project, namely: the park-and-ride lot, trails, lighting, and underground utilities; and

WHEREAS, UDOT has prepared a cooperative agreement (“Agreements”) for each element of the project for which the City will have responsibility; and

WHEREAS, the City Council has reviewed said Agreements and found them acceptable and in good order.

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

1. The City Council hereby accepts the Agreements, which are attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said agreements.

PASSED AND ADOPTED this 2nd day of September, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

COOPERATIVE AGREEMENT

Park and Ride

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **West Point City ("CITY")**, a political subdivision of the State of Utah.

RECITALS

WHEREAS, **UDOT** has prepared plans, specifications, estimates of costs and is constructing a certain section of highway identified as S-R199(381), SR-177 in Davis COUNTY, Utah, ("WDC"); and

WHEREAS, Work shall be defined as: all duties and services to be furnished and provided by the UDOT contractor as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the **UDOT** or other persons.

WHEREAS, the parties desire to identify the ownership, maintenance, and operations responsibilities of the park and ride improvements covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

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

SPECIAL PROVISIONS

1. WDC PARKING LOT OWNERSHIP AND MAINTENANCE

1.1. UDOT will construct a Park and Ride Parking lot within the **CITY**. The Park and Ride lot is located off SR-37 (1800 North) on the East Side of SR-177 (West Davis Highway). The **CITY** shall maintain in good, usable condition, at no cost to UDOT, all Parking Lot facilities constructed by the Project, within **CITY** boundaries, including:

- Snow removal
- Maintenance of landscaping
- Lighting and electrical power to lighting
- Police protection / security
- Trash removal
- Replacement of signs
- Pavement maintenance
- Signing / Striping
- Mowing weeds up to the UDOT fence along the N/A line.

- 1.2. If the **CITY** does not maintain the Facility, **UDOT** will notify the **CITY**. If the **CITY** does not perform the work within 30 days, **UDOT** may perform the work and charge the **CITY**.
- 1.3. **UDOT** will transfer ownership of the real property on which the Park and Ride facility resides to the **CITY** at no cost. **CITY** agrees it will use the property for the sole purpose of the Park and Ride facility. If **UDOT** decides to use the property for any of its projects, the **CITY** will transfer the property to **UDOT** at no cost and **UDOT** will remove and / or relocate any improvements as needed for **UDOT**'s project, with no reimbursement to the **CITY** for the improvements.
2. Through its Region 1 South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY**'s facilities.
3. The **CITY** has reviewed and approved the plans and specifications for the construction of the Park and Ride located off SR-37 (1800 N) on the East side of SR-177 (West Davis Highway)
4. The parties agree that the **CITY** will access the Park and Ride Parking lot from outside the SR-177 No-Access Lines for which **UDOT** agrees no permit is needed.
5. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.
7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
9. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid.
10. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences,

clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

11. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
12. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

West Point City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office

has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

COOPERATIVE AGREEMENT

Trail

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **West Point City ("CITY")**, a political subdivision of the State of Utah.

RECITALS

WHEREAS, UDOT has prepared plans, specifications, estimates of costs and is constructing a certain section of highway identified as S-R199(381), SR-177 in Davis COUNTY, Utah, ("WDC"); and

WHEREAS, Work shall be defined as: all duties and services to be furnished and provided by the UDOT contractor as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the **UDOT** or other persons.

WHEREAS UDOT will construct "trail facilities", defined as trail pavement, bridges, walls, fencing, and all other appurtenances to the trail.

WHEREAS the parties desire to identify the ownership and maintenance responsibilities of the trail facilities covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

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

SPECIAL PROVISIONS

1. TRAIL OWNERSHIP AND MAINTENANCE

1.1. The **CITY** shall own and maintain in good, usable condition, at no cost to UDOT, all trail facilities constructed by the Project, within **CITY** boundaries and within the trail corridor. Maintenance includes:

- Pavement maintenance
- Bridge maintenance
- Wall maintenance
- Fence maintenance
- Snow removal
- Maintenance of landscaping
- Mowing weeds
- Police protection / security
- Trash removal

- Signing / Striping

“Trail corridor” refers to designated areas along the trail including the fenced areas outside the SR-177 No-Access line and the south side of 1300 North, whether the property is owned by the **CITY**, United States Bureau of Reclamation, or **UDOT**. The Trail corridor is shown in Exhibit A.

1.2. Trail facilities will be constructed by the project in the following locations as shown in Exhibit A:

- Trail on the east side of WDC from the southern **CITY** boundary to SR-193, crossing SR-193 on a bridge, and connecting to the existing Emigrant trail north of SR-193 and to the sidewalk on the north side of SR-193.
- Trail near 200 S from the existing Emigrant trail east of WDC, crossing WDC on a bridge, and connecting to Coldsprings Road
- Trail on the south side of 1300 North going under the WDC bridge, crossing 1300 North and extending to 1800 North.

1.3. If the **CITY** does not maintain the trail facilities, **UDOT** will notify the **CITY**. If the **CITY** does not perform the work within 30 days, **UDOT** may perform the work and charge the **CITY**.

2. Through its Region 1 South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY’s** trail facilities.
3. The **CITY** has reviewed and approved the plans and specifications for the construction of the trail facilities.
4. The parties agree that the **CITY** will access the trail facilities from outside the WDC No-Access Lines for which **UDOT** agrees no permit is needed.
5. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys’ fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party’s officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.
7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.

9. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid.
 10. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
 11. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
 12. Each party represents that it has the authority to enter into this Agreement.
-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

West Point City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

EXHIBIT A

(1 of 2)



Trail Bridge

200 S Drain

SR-177

SR-193

Trail Bridge

Trail (typ)

700 S

1800 N

EXHIBIT A
(2 of 2)



Hooper Canal

Trail (typ)

SR-177

1300 N

3. Project Specific Special Provisions

Special Provision 02315S, 02553S and 02563S (See Exhibit A) have been prepared for the relocation of City's facilities.

4. Conformance with Utah Administrative Code R930-7

Access for future maintenance and servicing of City's facilities located on the right of way of the Project, will be in conformance with Utah Administrative Code R930-7, and any supplements or amendments.

5. UDOT Performed Utility Work Cost

Since the City facilities reside in an existing City-owned easement, Utility work will be performed by UDOT at no cost to the City.

6. Easements

UDOT will replace the City-owned easement by granting the City an easement for sanitary sewer on UDOT-owned parcels 12-037-0094 and 12-043-0102. (See Exhibit B)

7. City Inspections

City may inspect the Utility Work performed by UDOT's contractor. City shall communicate any concerns related to the Utility Work to UDOT's Resident Engineer. City shall not direct UDOT's contractor.

8. Prohibition of Certain Telecommunications and Surveillance Equipment

All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a City listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

6. Miscellaneous

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.



- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



Project No. S-R199(381); Davis County
SR-177; SR-193 to 1800 N
West Point City
CID No. 74720 PIN# 20927

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

Attest

West Point City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region Director

Date: _____

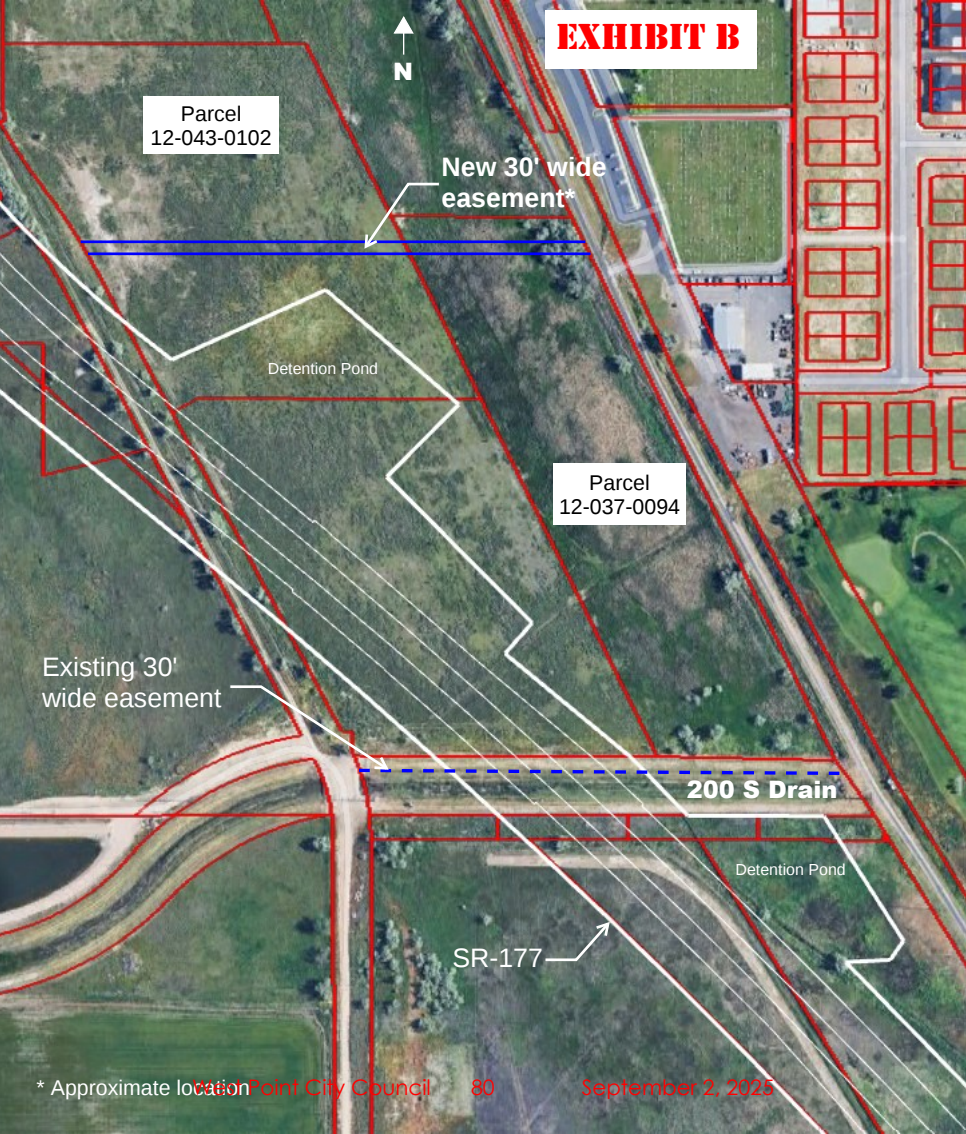
Date: _____

UDOT Comptroller Office

Title: _____
Contract Administrator

Date: _____

EXHIBIT B



COOPERATIVE AGREEMENT Lighting

THIS COOPERATIVE AGREEMENT made and entered, on _____, 2025 (“Effective Date”), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (“UDOT”), and West Point City (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, UDOT ~~will~~**may** furnish and install lighting with its SR-177 Project; and

WHEREAS the Parties desire to enter into this Cooperative Agreement concerning the operation and maintenance of the lighting with the boundaries of the City.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient the Parties agree as follows:

1. **City Responsibilities.**
 - a. The City agrees to operate and maintain the lighting at the following locations:
 - i. Understructure lighting at ~~SR-193~~, 300 North, 800 North, and 1300 North
 - ii. Lighting for Emigrant Trail crossing at 1300 North
 - iii. Lighting for two city monuments UDOT will install at SR-193
 - ii.iv. Lighting for park and ride lot on 1800 N
 - b. The City agrees to transfer the meter to the City’s account.
 - c. The City will be responsible for the electrical service fee.
2. **UDOT Responsibilities**
 - a. UDOT will pay for the new power service infrastructure.
3. **UDOT Option.** UDOT may install or furnish additional street lighting for the state highways.
4. **Termination.** This Agreement may be terminated as follows:
 - a. By mutual agreement of the Parties, in writing;
 - b. By UDOT for the City’s default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days’ written notice of intent to terminate is required and shall specify the reasons for termination, delivered per Paragraph 8. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such thirty-day period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice;
 - c. By UDOT for the convenience of the State upon written notice to the City.
5. **Communication.** The Parties agree that as day-to-day maintenance or communication needs arise related to this Agreement, the following Party staff shall act as points of contact:

For UDOT: Corey Nelson, coreynelson@utah.gov , 385-251-4134

For the City: Boyd Davis, bdavis@westpointcity.org , 801-614-5353

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

7. General Terms. The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 166 W Southwell St Ogden, UT 84404 Attention: Corey Nelson With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Salt Lake City, UT 84114-4855	To West Point City: West Point City 3200 W 300 N West Point, UT 84015 Attention: Boyd Davis
--	--

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not

constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake City, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

ATTEST:

West Point City

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____

CITY COUNCIL STAFF REPORT

Subject: Interlocal Agreement –
Annexation Infrastructure Studies
Author: Boyd Davis
Department: Engineering
Meeting Date: September 2, 2025



Background

The City Council recently approved two contracts to complete studies of the infrastructure in the newly annexed area of the city. The purpose of the studies is to determine if the existing road and storm drain infrastructure is adequate for the proposed residential developments in the area. Because this infrastructure was inherited from Davis County they have agreed to share the cost of the studies. An interlocal agreement has been prepared to formalize the agreement and must be reviewed and approved by the Council.

Analysis

The interlocal agreement is attached to this report. It is a straightforward agreement that simply states the County agrees to pay one half of the cost of the two studies. The agreement includes the following provisions:

- The City will hire the consultants
- The City will pay the invoices from the consultants
- The City will request reimbursement from the County
- The County will pay one half of the actual costs
- The agreement will expire after 5 years

Recommendation

Staff recommends approval of the interlocal agreement by resolution.

Significant Impacts

None

Attachments

Resolution
Agreement

RESOLUTION NO. 09-02-2025C
A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN DAVIS COUNTY AND WEST POINT CITY
FOR FUNDING OF INFRASTRUCTURE STUDIES

WHEREAS, a large area of land was recently annexed into the City known as the Parker Annexation; and

WHEREAS, the purpose of the annexation was to accommodate residential development, for which the City has received multiple applications; and

WHEREAS, the City and the County desire to assess the adequacy of the existing infrastructure for new development; and

WHEREAS, the City has hired consultants to complete studies of the infrastructure; and

WHEREAS, the City and County desire to share the costs of said studies.

WHEREAS, an inter-local agreement has been written that allows Davis County to pay West Point City for their share of the costs; and

WHEREAS, the City Council has reviewed said agreement and finds it acceptable and in good order.

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

1. The City Council hereby accepts the Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said Agreement.

PASSED AND ADOPTED this 2nd Day of September, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and West Point City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;

WHEREAS, a large area of land was recently annexed into the City known as the “Ivy Meadows & Adjoining Properties” Annexation; and

WHEREAS, the purpose of the annexation was to accommodate residential development, for which the City has received multiple applications; and

WHEREAS, the transportation and storm drain infrastructure (the “infrastructure”) that will serve said residential development is located within both the City and the County; and

WHEREAS, the City and the County desire to assess the adequacy of the existing Infrastructure for new development; and

WHEREAS, the City has hired consultants to complete studies of the Infrastructure; and

WHEREAS, the City and County desire to share the costs of said studies.

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

1. The City's Obligations. The City agrees to provide and perform the following:

- 1.1. Hire consultants, according to the City's procurement policies, to complete the Infrastructure studies.
- 1.2. Pay all invoices from the consultants for said studies.
- 1.3. Request reimbursement from the County for one half of the costs of said studies. The cost of the studies are as follows:
 - Road/Transportation Study: \$56,000
 - Storm Drain Study: \$151,000

2. The County's Obligations.

- 2.1. The County shall reimburse the City one half of the actual costs of the Infrastructure studies within thirty (30) days after receipt of an invoice from the City.
- 2.2. The County authorizes and permits the City to complete the Infrastructure studies.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date pursuant to section 2.4, whichever occurs first.
5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 5.1. The mutual written agreement of the Parties;
 - 5.2. By either Party:
 - 5.2.1. After any material breach of this Agreement; and
 - 5.2.2. Fifteen calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the fifteen calendar days, if the nature of the cure is such that it reasonably requires more than fifteen calendar days to cure the breach, and the breaching Party commences the cure within the fifteen calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 5.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
 - 5.3. By County, with or without cause, six months after the County mails a written notice to terminate this Agreement to the City pursuant to the notice provisions of this Agreement.
6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> West Point City Attn: City Manager 3200 West 300 North West Point, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Board of Davis County Commissioners P.O. Box 618 Farmington, UT 84025 <u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement and unless otherwise agreed to in a separate and legally binding agreement between the Parties, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City's Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County's Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") to the extent they arise from or may relate in any way to the City's breach of this Agreement and/or other fault attributable to the City or the City's Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect: Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principles. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the

exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.
22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

WEST POINT CITY _____ Brian Vincent, Mayor Dated: _____ ATTEST: _____ Casey Arnold, West Point City Recorder Dated: _____	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____ West Point City Attorney Dated: _____
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DAVIS COUNTY _____ Lorene Miner Kamalu, Chair Board of Davis County Commissioners Dated: _____ ATTEST: _____ Brian McKensie, Davis County Clerk Dated: _____	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____ Davis County Attorney's Office Dated: _____
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CITY COUNCIL STAFF REPORT



Subject: Code Amendment –
Winter Parking Date Restrictions
Author: Bryn MacDonald
Department: Community Development
Date: September 2, 2025

Background

The proposed text change is to amend West Point City Code Title 10 Traffic and Parking regulations regarding the dates of winter parking restrictions.

Process

Amendments to Title 10 Vehicle and Traffic are legislative actions. In legislative matters, the City Council has broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. Amendments to Title 10 of the West Point City code do not require a public hearing or a recommendation from the Planning Commission.

Analysis

This proposal seeks to amend the City's parking ordinance to change the dates for winter parking restrictions. The current parking restrictions begin on the first of November. The proposed change would move this date to November 15th. The restrictions would still end on the last day of February. The proposed text is below:

3. The provisions of subsections [\(H\)\(1\)](#) and [\(2\)](#) of this section shall be enforced within the limits of this city commencing the ~~first-fifteenth~~ day of November of each year and up to and including the last day of February of the following year, and shall not be enforced from the first day of March up to and including the ~~thirty-first day of October~~ fourteenth day of November of each year; provided, however, that subsections [\(H\)\(1\)](#) and [\(2\)](#) of this section shall be enforced continuously throughout all months of the year as to horse trailers, house trailers, junk cars, vehicles or trucks larger in size than three-quarter-ton pickups, or other vehicles of like character.

Recommendation

Staff recommends approval of the proposed change to winter parking restrictions.

Attachment

Ordinance

ORDINANCE NO. 09-02-2025A

**AN ORDINANCE AMENDING WEST POINT CITY CODE
SECTION 10.05.050 UNLAWFUL PARKING FOR WINTER
PARKING RESTRICTIONS**

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 10 Vehicles and Traffic section 10.05.050 Unlawful Parking of the West Point City Code; 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

Section 10.05.050 of the West Point City Code is adopted to read as below: (Strike through text indicates text being removed from the code, and underlined text indicates new additions).

H. All-Night Parking Prohibited.

1. No person shall park a vehicle on any street for any period of time between the hours of 1:00 a.m. and 6:00 a.m. of any day, except physicians during emergency calls and other emergency personnel/city vehicles.
2. No person who owns or has possession, custody or control of any vehicle shall park said vehicle upon any street or alley for more than a consecutive period of 21 hours except as provided in subsection (H)(1) of this section.
3. The provisions of subsections (H)(1) and (2) of this section shall be enforced within the limits of this city commencing the ~~first-fifteenth~~ day of November of each year and up to and including the last day of February of the following year, and shall not be enforced from the first day of March up to and including the ~~thirty-first day of October-fourteenth day of~~ November of each year; provided, however, that subsections (H)(1) and (2) of this section shall be enforced continuously throughout all months of the year as to horse trailers, house trailers, junk cars, vehicles or trucks larger in size than three-quarter-ton pickups, or other vehicles of like character.

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 2nd day of September, 2025

WEST POINT CITY, a Municipal Corporation

By: _____
 Brian Vincent
 Mayor

ATTEST:

Casey Arnold
City Recorder

CITY COUNCIL STAFF REPORT

Subject: Capital Reef Management Payment
Author: Boyd Davis
Department: Engineering
Meeting Date: September 2, 2025



Background

When the Harvest Fields Subdivision was built, the developer was required to construct the road at 920 South, which runs along the south side of the Jr. High and the future city park. The developer paid for the improvements and has asked the school district and the city to repay them for their portions of the road.

Analysis

The developer met with the school district and the city to determine the amount that each entity would pay. It was agreed that the city would pay \$50,000 to cover the costs of the improvements along the frontage of the park.

The developer sent an invoice to the city, which is attached to this report. The developer is Ovation Homes, but they are owned by a parent company called Capital Reef Management who sent the invoice to the city.

The purchasing policy requires City Council approval of any expenditures over \$30,000. If approved by the Council, the payment will be made from park impact fees.

Recommendation

Staff recommends approval of the payment to Capital Reef Management for \$50,000.

Significant Impacts

None

Attachments

Invoice



Capital Reef Management LLC
520 N Kays Drive
Kaysville UT 84037

License:

Contract Invoice

Invoice#: Improvements

Date: 04/18/2024

Billed To: WEST POINT CITY

Project: West Point - Wade- Ph1

Due Date: 04/18/2024

Terms:

Order#

Description	Quantity	Unit Price	Amount
Improvements for a portion of 920 South Frontage Owned by the City as Previously Agreed Upon	1.00	50,000.00	50,000.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Subtotal	50,000.00
Amount Paid	0.00
Amount Due	50,000.00



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL June 17th, 2025

Mayor:

Brian Vincent

City Council:

Annette Judd, *Mayor Pro Tem*

Jerry Chatterton

Michele Swenson

Brad Lee

Trent Yarbrough

City Manager:

Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on June 17, 2025, at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 854 7365 9843 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: None. No sign-in is required for those viewing online.

1. Discussion Regarding the FY2026 Final Budget for West Point City & CDRA and the 2025 Property Tax Rate – Mr. Ryan Harvey

Mr. Harvey reviewed three items that would require Council action later in the General Session: the FY2026 Final Budget, the updated fee schedule, and the maximum allowable property tax rate for Truth in Taxation.

CDRA & City Budget:

Minor adjustments were made to CDRA line items, reflecting reduced interest income and higher long-term debt service. No other significant changes from the tentative budget were noted.

Fee Schedule Updates:

Mr. Harvey reviewed the proposed fee changes, which have already been discussed by the Council. They include an increase to Garbage collection fees for black cans, due to Ace Disposal's rate adjustment. Youth football registration fees are also proposed to increase to offset rising program costs. Updates were also made to the stormwater and North Davis Sewer impact fees and several minor text clarifications were also included. The Council had no new questions, as these items had been reviewed at prior meetings.

Property Tax Rate Discussion:

Mr. Harvey presented the certified rate of 0.000730, down from last year's 0.000755. He explained that under Utah's revenue-neutral formula, a city's certified rate is set at the rate that will result in the same revenue as the prior year, plus new growth. If the Council wants to adopt a higher tax rate, it must go through the truth-in-taxation process. The Council's budgeting philosophy has been to go through TNT each year, regardless of whether a higher rate is actually adopted. This allows for more consideration of budgetary needs and market conditions. Mr. Harvey stated that the certified rate would yield about \$858,000, which includes roughly \$30,000 in new growth.

The Council then discussed possible options at which to set the maximum allowable rate for Truth in Taxation notices. Mr. Harvey provided scenarios in five-point increments above the certified rate, with each increment of 0.000005 generating about \$6,000 in additional revenue. Mayor Vincent and Council Members noted that West Point has historically taken small, incremental increases rather than delaying for many years and then adopting a large, one-time increase. This practice has kept rates stable while still supporting long-term financial needs. Mr. Laws reminded the Council that the Sheriff's contract includes an additional \$150,000 increase this year, which could be partially offset by property tax revenue. Council Members Lee and Yarbrough emphasized the importance of explaining the real impact on residents. A maximum rate of 0.000775 would equate to about \$12–13 per year per household, or roughly \$1 per month. The

Council noted that while the State-required notice frames this as a “tax increase,” explaining the dollar amount to residents helps reduce confusion and concern and discussed how to best educate residents. Council Member Yarbrough suggested including clear explanations in newsletters or on the website to help residents understand the actual dollar impact. Mr. Laws cautioned that sometimes the attempt to over inform sometimes creates more concern, noting that historically fewer than five residents have attended the Truth in Taxation hearings. The Council generally agreed that the most effective education occurs at the public hearing itself, where staff can explain the process and answer questions.

The Council debated whether to notice the maximum rate at last year’s rate of 0.000775 or to extend the chart up to 0.000830 for flexibility. Mr. Harvey agreed to prepare projections through 0.000830 so the Council could see the potential revenue impacts at each level as they consider what rate to set in tonight’s General Session.

2. Discussion Regarding the Fraud Risk Assessment – Mr. Ryan Harvey

Mr. Harvey presented the annual Fraud Risk Assessment, which is required by the State Auditor. West Point City received a perfect score of 395 out of 395 points. Nearly all categories scored “Yes,” with two scored as “Mitigating Control” due to the limited number of staff available to fully separate certain financial duties. Controls that are currently in place include written policies, staff certifications, a fraud hotline, and an Audit Committee.

The report does not require Council action but serves as an internal checkpoint to ensure safeguards remain strong.

The Council thanked Mr. Harvey and all of City Staff for their efforts that contribute to the excellent score and noted the recent bond rating success as further validation of the City’s strong financial management.

3. Discussion Regarding Revisions to the PRUD Code – Mrs. Bryn MacDonald

Mrs. MacDonald reviewed the proposed repeal-and-replace draft of the Planned Residential Unit Development (PRUD) code. She noted that about 80% of the ordinance text is unchanged, but several key modifications are proposed:

- Amenities & Density Bonus: Developers must provide certain base amenities. Additional amenities can yield a maximum 10% density bonus (reduced from 20% in current code).
- Lot Sizes and Flexibility: Minimum lot size requirements are eliminated, allowing flexibility in lot widths and setbacks to better accommodate varied housing types.
- Parcel Size Requirement: Developments must be at least 10 acres to qualify for a density bonus. Smaller parcels may only use the code for lot adjustments, not added density.
- Elevation Standards: Conceptual elevations will be accepted instead of requiring full architectural drawings for all possible home models.

Mrs. MacDonald stated that the Planning Commission supported retaining PRUD eligibility in the R-1, R-2, and R-3 zones, believing the revised code addressed concerns about over-densification and recommended approval.

The Council debated whether to allow project extensions if development does not begin within two years. The draft currently allows a two-year approval with a one-year extension. Council Member Chatterton argued against extensions, saying applicants should be ready to proceed when applying. Mr. Davis explained that extensions are common when market conditions shift (e.g., during the 2008 recession). He noted extensions protect both developers and the City from restarting the process unnecessarily. During the discussion, some Council Members favored limiting extensions to 12 months maximum, while others supported removing them altogether. Staff agreed to prepare language reflecting both options.

The Council generally supported the new framework, particularly the 10-acre density threshold, which they felt would limit density bonuses to larger, more planned communities. They will continue the discussion on the proposed changes in future meetings before holding a public hearing to gather resident input.

4. Discussion Regarding Revisions to Landscaping Requirements – Mrs. Bryn MacDonald

Due to time constraints, Mrs. MacDonald briefly introduced proposed updates to landscaping requirements, the major change being that lawn areas cannot exceed 35% of the front and side yard; the current code allows 100% lawn or a combination of lawn and

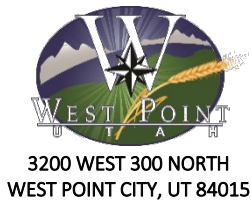
xeriscaping, with an application and approval required if xeriscaping is more than 30%. The revisions will be described and discussed in detail in future meetings.

5. Other Items

Mayor Vincent noted that a closed session is on the agenda tonight after the General Session to continue the discussion from the previous meeting regarding personnel.

No other items were discussed.

The Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
June 17th, 2025**

Mayor:

Brian Vincent

City Council:

Annette Judd, *Mayor Pro Tem*

Jerry Chatterton

Michele Swenson

Brad Lee

Trent Yarbrough

City Manager:

Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on June 17, 2025, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 854 7365 9843 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

EXCUSED: None

VISITORS PRESENT: Frank Weiler, Nicole Cottle, Rick Scadden, Michelle Scadden, Craig Jacobsen, Jan Thompson, Mike Bastian, Joelle Caruso, and Erik Craythorne. No sign-in is required for those viewing online.

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

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – Reported on Arts Council activities, encouraging residents to sign up for upcoming art, theater, and music camps. She also reminded residents of the upcoming *Party at the Point* celebration.

Council Member Chatterton – None

Council Member Lee – Gave an update from the Davis County Mosquito Abatement District. Since April, 364 mosquito pools had been tested with no detection of West Nile virus locally. Only one human case was reported in Arizona. He reminded residents that treehole mosquitoes often breed in yards and the district will inspect and treat them at no charge. The district will also provide free event spraying upon request.

Mayor Vincent – None

5. Communications from Staff

Mr. Laws stated that the first Summer Movie in the Park was held the previous Friday, June 13th, featuring the live action movie “Cinderella.” The next movie will be on Friday, July 11th featuring “Cars 2” with some fun games and activities before the movie starts at dusk.

The Miss West Point Pageant was held on June 7th and was a great event. Virginia Wallace was crowned as Miss West Point and Hannah Laws as First Attendant. The Miss Jr. West Point royalty was chosen with Paige Peterson as Queen, Abigail Sweitzer as 1st Attendant and Karina Torres as 2nd Attendant. He noted that due to only four participants in the senior division, the decision was made to only crown one attendant rather than the regular two.

Preparations for the upcoming Party at the Point Independence Day Celebration are also well underway, and Mr. Laws expressed his excitement about some of the features the new vendor for the fireworks show offers, including synced music and a mobile app that the public can download to hear the music from wherever they are watching the show. He encouraged the public to come out and attend.

Mr. Harvey also provided an update on the City's bond issuance, announcing that West Point received a AA bond rating from Standard & Poor's—a rating three notches higher than expected. This rating is projected to save the City at least \$250,000 over the life of the 25-year bond compared to a lower rating. The bonds fund the junior high gym expansion and additional park space. Funds are expected July 2, with repayment beginning December 1, primarily covered by park impact fees. Mayor Vincent recognized Mr. Harvey and Mr. Laws for their leadership, noting that the City's financial management, unity of the Council, and professional administration were specifically cited in the strong bond rating.

6. Citizen Comment

No comments.

7. Update from UTOPIA Finer Internet

Nicole Cottle presented on behalf of UTOPIA, providing updates on subscriber growth and system performance:

- UTOPIA has expanded to 75,000 subscribers across 23 partner cities, making it the largest open-access network in the U.S.
- West Point has approximately 50% take rate, exceeding the 39% threshold needed to meet debt obligations, with nearly 2,000 subscribers.
- UTOPIA's Net Promoter Score of 63 far exceeds competitors, reflecting customer satisfaction.
- Ms. Cottle confirmed that a modest \$4 increase in 2024 was the first since 2012 and no additional fee increases are anticipated.

Council Member Judd inquired about the sustainability of rates after noticing an ISP-related increase, and Ms. Cottle clarified that ISP fees vary independently of UTOPIA's base rate.

The Council thanked UTOPIA for the update, noting the program has been a successful partnership for the City.

8. Recognition of the 2025 Woman of Honor and Grand Marshals – Mayor Brian Vincent

Mayor Vincent stated that this item will be postponed to the next Council meeting on July 1st.

**Agenda Item 21 was addressed at this time. See below.*

9. Consideration of Approval of the Minutes from the April 15th, 2025 City Council Meeting

Council Member Yarbrough motioned to approve the minutes

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

10. Approval of the Maximum Allowable Property tax Rate for Truth in Taxation Notices & Hearings – Mr. Ryan Harvey

Mr. Harvey presented updated charts showing possible tax rates from 0.000730 (certified rate) to 0.000830. He explained the impacts on revenue, average household tax bills, and the requirement to set a maximum allowable rate for Truth in Taxation notices.

Council Members discussed incremental increases as a long-standing philosophy, with a focus on funding the \$150,000 increase in the law enforcement services contract and additional parks staff.

It was reiterated that the rate is not actually being set at this point – the Council is only determining what rate to set as the maximum that may be considered for truth in taxation notices. The actual rate won't be approved until August, after the public is noticed and a public hearing is held.

Council Member Chatterton motioned to approve the maximum rate to be considered for notices and hearings as 0.000825

Council Member Swenson seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

11. Consideration of Resolution No. 06-17-2025A, Approving the FY2026 Fee Schedule for West Point City – Mr. Ryan Harvey

Mr. Harvey reviewed the proposed updates to the city's fee schedule as follows:

- Black can garbage rate increase from \$13.80 to \$14.30.
- Football program fees increase from \$175 to \$200 for residents, \$250 to \$325 for non-residents.
- Stormwater impact fees increase to \$4,727/acre; North Davis Sewer impact fees increase to \$3,454.
- Text clarifications and relocations for sign and transportation impact fees.

Mayor Vincent opened the public hearing.

a. Public Hearing

No comments.

Council Member Swenson motioned to close the public hearing

Council Member Yarbrough seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

b. Action

The Council has discussed the proposed changes to the fee schedule and had no further questions or concerns.

Council Member Yarbrough motioned to approve Resolution No. 06-17-2025A

Council Member Chatterton seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

12. Consideration of Approval of Resolution No. 06-17-2025B, Approving a Petition for Purchase of Treated Water Between Weber Basin Water Conservancy District and West Point City – Mr. Boyd Davis

Mr. Davis Mr. Davis explained that the **Nielsen Crossing Subdivision, located just north of the Big-O Tire Store at the intersection of Center Street and 2000 W**, is unique in that it has "reserved water" available on the property. Reserved water was water that was previously purchased by Weber Basin Water Conservancy District to prevent the water from being sold to other areas such as Park City, who were aggressively purchasing water for their own needs and leaving other areas without water. Weber Basin purchased the water and allowed the property owner to lease the water for farming. They also made a provision that if the property were to develop the property owner could purchase the water back. This water is termed "reserved water"

When a property owner purchases the reserved water, it is transferred to the City as part of our contracted water with Weber Basin and delivered through our culinary water system, and Weber Basin will also transfer water to the Davis and Weber Canal Co. to deliver secondary water to the development. A petition is needed to transfer the water to the City.

The developer will fund the \$136,080 purchase for 32.4 acre-feet of water, which will increase West Point's annual contract to 751 acre-feet (from the current contract of 719.35 acre-feet). Mr. Davis noted that this purchase is only for the residential portion of the project; the purchase of the reserved water for the commercial portions will be done when the use is known and the amount of water that it will require can be determined.

The Council had no questions or concerns.

Council Member Judd motioned to approve Resolution No. 06-17-2025B

Council Member Yarbrough seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

13. Consideration of Approval of Ordinance No. 06-17-2025A, Adopting the Small Area Plans as Part of the General Plan – Mrs. Bryn MacDonald

Mrs. MacDonald presented the two Small Area Plans that are proposed for adoption as part of the City's General Plan. She explained that the two plans are for the area just south of City Hall, designated as the "Main Street" area and the "Commercial Core" area located behind the Smith's development north of SR193. The two areas were studied in depth by land use experts and the plans have been created to serve as visionary documents to guide future development of these two areas, which are some of the city's largest undeveloped tracts of land. Both plans have been presented to the City Council and Planning Commission and have been discussed and reviewed over the course of several meetings.

The Main Street plan envisions a future road connection extending from 300 North southward to SR-193, creating a "main street" road with a potential new City Hall, small commercial shops, and surrounding residential uses. Townhomes and smaller lots would provide a buffer around the commercial center, with larger single-family lots on the periphery.

The Commercial Core plan anticipates larger-scale commercial development, such as big-box stores and flex-space business parks, located at the intersection of 2000 West and SR-193. Multifamily housing and townhomes would serve as a transition between the commercial areas and existing neighborhoods, with additional single-family lots filling out the plan area.

Mrs. MacDonald emphasized that the Small Area Plans do not represent active projects and that the properties remain privately owned and zoned primarily agricultural. The adoption of the plans does not rezone any property but instead sets forth the City's long-term vision so that when property owners or developers bring forward proposals, the Council has a policy foundation to guide decisions. She noted that the Church of Jesus Christ of Latter-day Saints, which owns much of the land, has been part of discussions and provided input during the process.

The Council had an in-depth discussion about the proposed plans. Council Member Chatterton expressed reservations about the Main Street concept, noting that he doubted whether a small "downtown" district could thrive in West Point given existing commercial centers in Syracuse and Clinton. He questioned whether such an area would attract the level of business activity envisioned and cautioned against "locking up" land for a vision that might never materialize. He argued that commercial development tends to succeed when clustered with large anchors, and that smaller mom-and-pop style shops often struggle when big-box stores move in nearby.

Council Member Swenson raised questions about the plan's access points, noting that UDOT controls intersections along SR-193 and 2000 West. She also pointed out that a portion of land adjacent to the Main Street concept area lies within Syracuse City's boundary, which complicates West Point's ability to control access or influence development. While she liked the idea of creating a walkable city center, she expressed uncertainty about whether this particular location would function as intended.

Mr. Laws responded that Small Area Plans are meant to articulate a vision, not to commit the City to specific outcomes. He stressed that plans can always be amended as circumstances change, just like other elements of the General Plan. He encouraged the Council to consider whether the proposed concepts align with the City's long-term aspirations, regardless of when or how development may occur.

Council Member Lee stated that while residents on social media may misinterpret the adoption as imminent development, the reality is that these renderings provide the City with a valuable opportunity to shape what it wants to see decades into the future. He encouraged colleagues to think beyond replicating nearby cities, asking what unique features West Point could provide to draw people in. He suggested amenities such as an amphitheater or public gathering space that would make the area a destination rather than duplicating restaurants or services already available in neighboring communities.

Council Member Judd emphasized that the plans were developed with the assistance of professional consultants, citizen input, and property owners, which help ensure a thoughtful approach rather than ‘piecemeal’ or reactive zoning decisions. She expressed support for adopting the plans to provide clarity and predictability for both residents and developers.

Mayor Vincent acknowledged the concerns and reiterated that the Church, as the property owner, has been at the table during the process, which gives the City confidence that the vision is realistic and collaborative. He reiterated that adoption would not force or accelerate development but would set expectations and give the City leverage when proposals do arise.

Council Member Judd motioned to approve Ordinance No. 06-17-2025A

Council Member Lee seconded the motion.

Roll Call:

Council Member Swenson – Aye

Council Member Judd – Aye

Council Member Lee – Aye

Council Member Chatterton – Nay

Council Member Yarbrough – Nay

In Favor: Council Member Swenson, Council Member Judd, and Council Member Lee

Opposed: Council Member Chatterton and Council Member Yarbrough

The Council approved the motion by majority vote.

14. Consideration of Approval of Resolution No. 06-17-2025C, Approving a Development Agreement for Lone Pine PRUD – Mrs. Bryn MacDonald

Mrs. MacDonald presented a proposed development agreement and PRUD overlay zone for the Lone Pine subdivision. The property consists of approximately 83 acres located near 350 North and 5000 West. It is currently zoned R-1, and the applicant is requesting application of the Planned Residential Unit Development (PRUD) overlay rather than a base zone change.

Mrs. MacDonald explained that the project proposes 213 single-family lots, which equates to a density of 2.56 units per acre. The underlying R-1 zone allows 2.2 units per acre, and the PRUD provides up to a 20 percent bonus for developments that include amenities. The requested density represents a 16 percent bonus, which is within the allowed range. All lots would be at least 10,000 square feet, which satisfies the minimum requirements of the PRUD.

To qualify for the density bonus, the developer is dedicating a regional trail corridor approximately one-quarter mile in length that aligns with the City’s adopted Trails Master Plan. In addition, 3.5 acres of land will be dedicated for a community park, bringing the total open space dedication to 4.369 acres. Mrs. MacDonald noted that the park dedication is consistent with the City’s Parks Master Plan and will allow for future development of a neighborhood-scale park to serve the area. She provided examples of pavilion and play structure footprints that could fit within the proposed park area.

The developer has also committed to enhanced architectural standards, including minimum home sizes and garage requirements, as an additional element supporting the density bonus. Mrs. MacDonald further explained that the development agreement includes a provision requiring the developer to clear and grade the open space prior to dedication to the City, ensuring it is usable upon transfer.

The Council then discussed utility stub requirements. At a previous meeting, there was consideration of requiring the developer to install multiple stubs for future service connections. Following additional discussions with staff and the developer, the proposal was modified to require a single stub location, with costs to be shared equally between the City and the developer. Mrs. MacDonald noted that the City will determine whether the stub is necessary, as some utilities, such as secondary water, may not be practical to stub if the timing of park development is uncertain.

Council Member Swenson asked for clarification on the garage requirement, confirming that the two-car garages must be side-by-side and not tandem, and Mrs. MacDonald confirmed that the City code requires garages to meet a 20-foot by 24-foot dimension.

Council Members generally expressed support for the project. Several noted appreciation for the inclusion of open space and the regional trail connection, which provides continuity with potential future developments to the south that are anticipated to annex into the City. The Council discussed how the PRUD process allows flexibility for developments of this scale, while ensuring that amenities such as parks and trails are provided for the broader community.

Mayor Vincent emphasized that while the development agreement allows up to 213 lots, the final number will depend on detailed engineering during the subdivision process. Mrs. MacDonald agreed, noting that the lot count could change slightly once utility, storm drainage, and street layouts are finalized.

Mrs. MacDonald noted that a public hearing on the PRUD overlay zone was held at the last City Council meeting on June 3rd and no comments were received. The Council had no further discussion.

Council Member Yarbrough motioned to approve Resolution No. 06-17-2025C

Council Member Chatterton seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

15. Consideration of Approval of Ordinance No. 06-17-2025B, Applying a PRUD Overlay Zone to Property Located at 2350 N 5000 W (Lone Pine Development) – Mrs. Bryn MacDonald

Mrs. MacDonald discussed this item in conjunction with the development agreement approved in the previous item (Item 14).

The Council had no further discussion.

Council Member Yarbrough motioned to approve Ordinance No. 06-17-2025B

Council Member Judd seconded the motion.

Roll Call:

Council Member Lee – Aye

Council Member Chatterton – Aye

Council Member Swenson – Aye

Council Member Judd – Aye

Council Member Yarbrough – Aye

In Favor: All

Opposed: None

The Council unanimously agreed.

16. Consideration of Resolution No. 06-17-2025D, Approving an Amendment to the Harvest Fields Development Agreement – Mrs. Bryn MacDonald

Mrs. MacDonald presented a proposed amendment to the Harvest Fields Development Agreement. She explained that the amendment primarily addressed Lot 123 of the subdivision, which is being developed by Ovation Homes. The request is to adjust the lot line in order to preserve a stand of mature trees located directly on the northern boundary of the lot, adjacent to a neighboring property.

Mrs. MacDonald emphasized that the adjustment was minor—approximately three feet—but would result in Lot 123 falling slightly below the 10,000-square-foot minimum required under the original development agreement. To resolve this issue, the amendment explicitly authorizes Lot 123 to be smaller than the standard minimum, allowing the trees to be retained while keeping the lot buildable.

Mayor Vincent opened the item for public hearing.

a. Public Hearing

Frank Weiler – West Point, UT: Mr. Weiler stated that he had prepared and emailed in a written statement, but as he was able to attend the meeting, would read it aloud to the Council:

We are writing to respectfully request that you reject the proposed amendment to the Harvest Fields development agreement submitted by Capital Reef Management. The stated intent is to preserve several existing trees located on the boundary line with an adjacent parcel. While the request may seem neighborly on the surface, it ultimately serves the interests of a single property owner at the expense of the approved subdivision design and established city planning standards.

Our key concerns are as follows:

Noncompliance with Code: The proposed reduction would make Lot 123 smaller than zoning allows. Granting such an exception weakens the integrity of the city's code and opens the door to future nonconforming requests.

Unwarranted Precedent: The trees in question are wild box elders—known for weak wood, pervasive roots, and irregular growth. These are not heritage or high-value trees. Approving a change to the development agreement for the sake of such vegetation sets a concerning precedent for future developments.

Impact on Neighborhood Value: Reducing lot size decreases the desirability and value of Lot 123 and affects the value of surrounding homes. Residents invested here with the understanding that all lots would meet zoning minimums.

Lack of Planning Merit: The justification provided lacks objective planning value. Preserving wild, unmanaged trees is not a sound reason to alter an approved development agreement.

We urge the City Council to uphold the original agreement and deny the proposed amendment. Adherence to agreed-upon standards is critical to maintaining fairness, confidence in city processes, and neighborhood integrity.

Thank you for your time and consideration.

Sincerely,

Members of the Harvest Fields Subdivision: Frank and Victoria Weiler; Bob Bredsguard, President of Cottages at Harvest Fields HOA; Denell Bredsguard; Gordon Randolph; Steve Wright; Dean and Glenda Birt; Ron & Joan Harry; and Tamara and Kelly Flint

Council Member Judd motioned to close the public hearing

Council Member Swenson seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

b. Action

Mrs. MacDonald confirmed that the amendment would not alter other aspects of the development agreement, such as infrastructure requirements or architectural standards, and that the Planning Commission would still review the proposal to ensure compliance with City code before final adoption. Mr. Craig Jacobsen, representing the developer, was in attendance at the meeting and confirmed that they are proposing this amendment at the request of the adjacent property owner and feel that it is a minimal reduction to the lot size of this one property and is worth the benefit of maintaining a good relationship with these property owners. Mr. Laws added that he didn't feel that approving this amendment would set any sort of precedent, as the current development agreement itself was approved by the City Council, as a legislative decision, as it's purpose is to allow for exceptions to the code in return for certain amenities and features; amending the agreement for this minor adjustment does not create an additional precedence or expectation.

Council Members expressed support for the amendment, noting the importance of preserving mature trees and value of having established landscaping in new developments. They also expressed their appreciation to the existing property owners, who had previously allowed the installation of a sidewalk in front of their property to allow connectivity to the school, agreeing that the small reduction in lot size to move the boundary line in order to preserve these trees and meet their request was justified given the cooperation they have previously displayed.

The Council had no further comments or concerns.

Council Member Chatterton motioned to approve Resolution No. 06-17-2025D

Council Member Judd seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

17. Consideration of Approval of Resolution No. 06-17-2025E, Approving a Development Agreement for the Rojo Rose Subdivision – Mrs. Bryn MacDonald

Mrs. MacDonald presented the development agreement and rezone request for the Rojo Rose Subdivision, which consists of approximately 4.2 acres and located at 3700 West and 1300 North. The property is currently split-zoned between R-2 (single-family residential) and A-40 (agricultural). The applicant, Mr. Erik Craythorne, is requesting that the entire parcel be rezoned to R-2 to allow a consistent residential subdivision. This rezone is consistent with the city's General Plan.

The submitted concept plan consists of twelve single-family residential lots. Each lot would exceed the 10,000-square-foot minimum required in the R-2 zone, and most lots are designed with larger-than-standard frontages to accommodate slab-on-grade patio-style homes. These homes would likely appeal to residents seeking single-level living with minimal maintenance, aligning with housing demand trends in the community. Mrs. MacDonald further noted that the layout included a temporary hammerhead turnaround for fire access until the adjacent rear property is developed, at which point the road would be extended. She described planned stormwater infrastructure that would tie into a regional basin, as well as sewer connections to North Davis Sewer District, ensuring the development meets engineering requirements. Mr. Craythorne has also recently submitted an addendum to the development agreement, outlining additional architectural and landscaping standards as follows: a) All homes have a minimum of 1800 sq. feet finished; b) All homes use a combination of brick, stone and hardie board (no stucco or siding); c) Homes have consistent exterior facade lighting that comes on via photocell; d) Homes have a water wise front yard with a focus on xeriscape, if Council works with D&W to lower water exaction to account for it; e) All homes will have 3rd car garages; and f) All homes will follow one of the attached three patio home plans.

Mrs. MacDonald stated that the addendum can be attached to the development agreement as part of the motion to approve if the Council desires.

The Planning Commission had previously reviewed the proposal and unanimously recommended approval, finding the rezone compatible with the surrounding Bennett Century subdivision and consistent with the City's General Plan.

The Council discussed the proposed project and expressed their appreciation for the wider lots and home designs and felt that the project aligns with the surrounding land use. Mr. Davis confirmed for the Council that the development would meet all dark sky lighting requirements. Mr. Craythorne also confirmed that these homes will not have basements.

Council Member Yarbrough motioned to approve Resolution No. 06-17-2025E, with the addendum attached as an exhibit to the development agreement as stated

Council Member Swenson seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

18. Consideration of Approval of Ordinance No. 06-17-2025C, Rezoning Property Located at 3700 W 1300 N from R-2 and A-40 to R-2 (Rojo Rose Subdivision) – Mrs. Bryn MacDonald

Mrs. MacDonald discussed this item in conjunction with the development agreement approved in the previous item (Item 17).

Mayor Vincent opened the item for public hearing.

a. Public Hearing

No comments.

Council Member Lee motioned to close the public hearing

Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

b. Action

The Council had no further questions or discussion.

Council Member Lee motioned to approve Ordinance No. 06-17-2025C

Council Member Chatterton seconded the motion.

Roll Call:

Council Member Swenson – Aye

Council Member Chatterton – Aye

Council Member Yarbrough – Aye

Council Member Lee – Aye

Council Member Judd – Aye

In Favor: All

Opposed: None

The Council unanimously agreed

19. Consideration of Approval to Remove the Bluffview Subdivision Phase 2 from Warranty – Mr. Boyd Davis

Mr. Davis presented the request to remove Bluffview Subdivision Phase 2 from warranty. He explained that the subdivision had completed the standard two-year warranty period following its final acceptance. During this time, City Staff inspected improvements including curb and gutter, asphalt, sidewalks, culinary and secondary water lines, sewer connections, and storm drain infrastructure. All deficiencies identified during these warranty inspections had been corrected by the developer. Punch-list items included minor settlement around a water valve box and the re-sealing of several sidewalk joints, both of which were addressed to the satisfaction of Public Works Inspector. Staff recommends that Phase 2 be released from warranty and that the City assume full responsibility for ongoing maintenance of the public infrastructure.

Council Member Lee asked if any warranty claims had been significant; Mr. Davis replied that all were routine and typical of new subdivisions. Council Members expressed appreciation that the project was turned over in good condition.

Council Member Chatterton motioned to remove Phase 2 from warranty

Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

20. Consideration of Approval to Remove the Wildfire Estates Subdivision Phases 1 and 2 from Warranty – Mr. Boyd Davis

Mr. Davis next presented the request to remove Wildfire Estates Phases 1 and 2 from warranty, which have both reached the end of the two-year warranty period. Staff has conducted multiple inspections and worked with the developer to ensure that all infrastructure met City requirements prior to recommending release.

He explained that the improvements in Wildfire Estates were somewhat more extensive due to the size of the subdivision, which included multiple internal streets, culinary and secondary water systems, storm drain facilities, and open space areas. The final inspection report noted a handful of punch-list items, including repairs to several curb sections, replacement of a damaged water meter lid, and minor patchwork on the asphalt. All items were corrected by the developer and inspected and verified by the Public Works Inspector.

The Council inquired whether Staff had received any resident complaints about unfinished improvements. Mr. Davis confirmed that concerns raised during the warranty period—such as drainage inlets and sidewalk cracking—were resolved and no new complaints have been received since the last inspection.

Council Members expressed appreciation for Staff's diligence in monitoring subdivision improvements through the warranty process. Mayor Vincent noted that releasing these subdivisions from warranty places responsibility for public improvements with the City but this process demonstrates that the infrastructure is built to standards.

Council Member Swenson motioned to remove Phases 1 & 2 from warranty

Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

21. Consideration of Approval of the City Manager's Appointment of Public Works Director – Mr. Kyle Laws

(This item was addressed after Item 8)

Mr. Laws introduced Mr. Kenny England as the new Public Works Director. Mr. England previously worked for West Point City for 12 years and most recently managed utilities in Clearfield City. Mr. England expressed his appreciation for the opportunity, noting his past connection to the city and knowledge that he always wanted to end up back here. He stated he is excited to "come home" to West Point and looks forward to a long career here. The Council also expressed their satisfaction with his appointment and their confidence that he will do a great job in this position.

Council Member Chatterton motioned to approve the appointment of Kenny England as Public Works Director
Council Member Swenson seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

22. Motion to Move Into a Closed Session

Council Member Chatterton motioned to move into a Closed Session
Council Member Yarbrough seconded the motion.
In Favor: All
Opposed: None
The Council unanimously agreed

Closed Session

1. Motion to Open Closed Session

Council Member Lee motioned to open the Closed Session
Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

2. Call to Order and Roll Call

Mayor Brian Vincent called the June 17, 2025 Closed Session to order at approximately 9:25 PM

Roll Call –

Mayor Brian Vincent

Kyle Laws, City Manager

Council Member Jerry Chatterton

Council Member Annette Judd

Council Member Michele Swenson

Council Member Brad Lee

Council Member Trent Yarbrough

3. Closed discussion pursuant to UCA §52-4-205(1)(a): regarding an individual's character, professional competence, or physical/mental health.

4. Motion to Adjourn the Closed Session and Enter the General Session

Council Member Swenson motioned to adjourn at approximately 11:03 PM
Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None

The Council unanimously agreed

23. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn

Council Member Yarbrough seconded the motion

In Favor: All

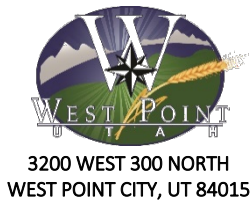
Opposed: None

The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2025:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER



**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
June 23rd, 2025**

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

General Session

7:00 PM

Minutes for the General Session of the Special West Point City Council Meeting held on June 23, 2025, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall.

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

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager

VISITORS PRESENT: None

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought**
4. **Motion to Move Into a Closed Session**

Council Member Judd motioned to move into a Closed Session

Council Member Chatterton seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

Closed Session

1. **Motion to Open Closed Session**

Council Member Lee motioned to open the Closed Session

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

2. **Call to Order and Roll Call**

Mayor Brian Vincent called the June 23, 2025 Closed Session to order at approximately 7:03 PM

Roll Call –

Mayor Brian Vincent

Kyle Laws, City Manager

Council Member Jerry Chatterton

Council Member Annette Judd

Council Member Michele Swenson

Council Member Brad Lee

Council Member Trent Yarbrough

3. **Closed discussion pursuant to UCA §52-4-205(1)(a):** regarding an individual's character, professional competence, or physical/mental health.
4. **Motion to Adjourn the Closed Session and Enter the General Session**
Council Member Swenson motioned to adjourn at approximately 9:10 PM

Council Member Yarbrough seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed

5. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn
Council Member Judd seconded the motion
In Favor: All
Opposed: None
The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2025:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL July 1st, 2025

Mayor:

Brian Vincent

City Council:

Annette Judd, *Mayor Pro Tem*

Jerry Chatterton

Michele Swenson

Brad Lee

Trent Yarbrough

City Manager:

Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on July 1, 2025, at 6:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 832 4367 6597 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

EXCUSED: Kyle Laws, City Manager

VISITORS PRESENT: None. No sign-in is required for those viewing online.

1. Discussion Regarding the "Allen Subdivision & Adjoining Properties" Annexation Petition – Ms. Casey Arnold

Ms. Arnold, City Recorder, presented the "Allen Subdivision & Adjoining Properties" Annexation Petition that was submitted on June 12, 2025, which includes three parcels near 5000 West and 1800 North, commonly referred to as "Pig's Corner." Two of the three property owners had signed the Petition in favor of annexation, and the petitioners indicated that the third owner was also supportive but had not yet provided a signature. The parcels include land owned by Jim Allen, Flint, and Wayne Green LLC.

Mr. Hunter Murray, representing the developer of the Allen parcel, introduced himself and explained that his group has been coordinating with adjacent property owner Mike Bastian to ensure road access and design consistency between developments. Shared entrances are being planned to maintain cohesion.

Ms. Arnold reviewed the annexation process under state code, emphasizing that the Council's action at this stage is only to accept or deny the petition for further consideration. Accepting the petition does not imply approval, but rather allows the process to continue. If denied, the petition would terminate, though the applicant could refile at any time.

If accepted, the City Recorder has thirty days to certify the Petition by confirming property size, valuation, and boundary alignment. If deficiencies are found, the petition may be rejected with notice to the petitioner, who may then correct and resubmit. Once certified, notice of the petition is sent to affected entities and nearby property owners and posted publicly. A thirty-day protest period follows, though Ms. Arnold noted that only certain property owners qualify to file valid protests, and none in this area are eligible; as such, only affected entities would be able to protest the petition. After that period, the Council must hold a public hearing before making a final decision by ordinance. The Lieutenant Governor's Office then issues a certificate of annexation, and the annexation becomes final when recorded with the Davis County Recorder.

Council Members asked clarifying questions about timing and potential boundary inconsistencies, and Mrs. Arnold explained that, if smooth, the process could take about seventy days from start to finish. Council Members expressed general agreement that the petition could move forward for further consideration and would take that action in tonight's General Session.

2. Discussion Regarding Landscaping Ordinances – Mrs. Bryn MacDonald

Mrs. MacDonald presented proposed revisions to the City's landscaping requirements. She explained that the changes were driven by Weber Basin Water Conservancy District, which has asked cities to adopt stricter landscaping standards in exchange for eligibility in conservation rebate programs such as "Flip Your Strip" and lawn exchange incentives.

The proposed code would limit lawn to no more than 35% of the front and side yards in single-family residential lots, excluding driveways. Turf grass would be prohibited in areas narrower than eight feet, including park strips and side yards. Drip irrigation would be required in narrow landscaped areas. To prevent barren rock yards, the ordinance requires at least two types of mulch or groundcover, one shrub per 100 square feet, and one tree per 1,000 square feet (or additional shrubs as a substitute).

Mrs. MacDonald showed diagrams and photographs illustrating what 35% lawn coverage looks like compared to higher percentages. Council Members raised concerns about enforceability, with Mr. Davis noting that the City currently has no penalties for noncompliance and limited resources for inspections. Enforcement in other cities, such as Syracuse, is typically by complaint only. Council Member Yarbrough asked whether the ordinance would apply to all new homes, not just those seeking xeriscaping permits. Mrs. MacDonald confirmed that it would be the new citywide standard. Some Council Members expressed discomfort with mandating landscaping choices for residents, suggesting it might feel overly restrictive. Others noted that residents often ask why West Point is not eligible for the rebate programs available in neighboring cities.

Mr. Davis explained that Weber Basin leadership has emphasized the urgency of water conservation and requested cities adopt these standards. While acknowledging challenges, he stressed that conservation is a necessity as the region's water supplies continue to tighten. Council Members discussed whether to invite Weber Basin representatives to present further data and rationale to the Council, as they had to the Planning Commission.

Concerns were also raised about the affordability of landscaping under these standards, particularly for residents moving into starter homes. The Planning Commission had expressed similar hesitation but ultimately forwarded a recommendation for adoption, recognizing the broader regional need. Council Members agreed more discussion was warranted before final action, with possible adjustments to account for exceptions, setbacks, or minimum yard sizes. Staff was directed to coordinate a time for Weber Basin Water to come give their water supply presentation to the City Council so that they have that information as they consider these proposed amendments.

3. Discussion Regarding Revisions to the PRUD Code – Mrs. Bryn MacDonald

Mrs. MacDonald reviewed proposed revisions to the Planned Residential Unit Development (PRUD) Code. She explained that the PRUD is intended to allow flexibility in lot sizes, setbacks, and design in exchange for amenities and sometimes density bonuses. The proposed revisions would maintain PRUD eligibility in R-1, R-2, and R-3 zones but introduce several changes.

Notably, density bonuses would be limited to developments of ten acres or more, with a maximum bonus reduced from 20% to 10%. Smaller PRUDs could still seek flexibility in lot dimensions but not additional density. The proposal also eliminates minimum lot sizes and widths within a PRUD, relying instead on Council discretion during the legislative rezone process.

Council Members expressed unease with eliminating minimums altogether, noting potential for oddly sized or shaped lots. Mr. Davis and Mrs. MacDonald responded that developers generally have no incentive to create unmarketable lots and that the Council retains full legislative discretion to deny projects that propose unreasonable designs. Council Members discussed issues such as driveway lengths, setbacks, and parking, suggesting that a minimum driveway depth standard might still be warranted to avoid sidewalk encroachments.

Additional requirements would include architectural standards, perimeter fencing of at least vinyl quality, and front yard trees. Council Members debated wording to clarify that higher-quality fencing could also be allowed and that trees need not be placed in park strips, where maintenance and parking conflicts occur.

Private streets would be clarified as only permitted in multi-family developments, not in single-family PRUDs. Discussion also touched on enforcement of development agreements, with concerns about past instances where developers sought to modify commitments after approvals. Staff emphasized that approved site plans would be attached to rezoning ordinances, providing a strong mechanism for accountability.

Council Members acknowledged the need for clearer, standardized rules rather than case-by-case negotiations, but asked Staff to continue refining the language. The consensus was to move the draft forward to a public hearing to gather public input and have further discussion before taking final action.

4. Discussion Regarding a New “A-20” Agricultural Zone – Mrs. Bryn MacDonald

Mrs. MacDonald introduced the draft of a new A-20 (Agricultural-Residential) Zone, intended as a half-acre minimum lot zone. The A-20 would allow the same uses as other agricultural zones, including animal rights, but with a minimum lot size of 20,000 square feet. Unlike the A-40 zone, the A-20 would not allow intensive agricultural operations.

The A-20 zone was developed to address areas identified in the updated General Plan adopted in December 2024. The Planning Commission recommended applying A-20 to new annexation areas outside of the City’s core, particularly near the recently discussed annexation at 5000 West and Pig’s Corner. Within the current annexation boundary, the Commission recommended A-20 as well, though staff noted that the Council has previously discussed R-1 as appropriate in those areas, particularly in conversations with the Parker family property owners.

Council Members discussed whether the minimum lot size should be set at exactly 20,000 square feet or adjusted to require a true half-acre average of 21,780 square feet. Some suggested allowing flexibility through average lot sizes or average frontages to accommodate irregular parcels. Members acknowledged that the A-20 would help preserve agricultural character while still permitting limited residential density.

The Council asked staff to bring back additional analysis of lot size options and average frontage requirements before moving forward. It was agreed that further discussion was needed before holding a public hearing and taking action.

5. Other Items

Staff reminded the Council of the upcoming Party at the Point Celebration, beginning the night of July 3rd with the 3 on 3 Basketball Tournament and continuing with the main event and activities on July 4th. Mayor Vincent noted that a public announcement on social media would be made this year to prohibit animals in park areas except for service animals, and restricting motorized vehicles such as ATVs, e-bikes, and scooters from grass areas. Bicycles would remain permitted, but will need to be walked on grass areas. The Council agreed with implementing these restrictions for the safety and wellbeing of all those that will be attending the event.

No other items were discussed.

The Administrative Session adjourned.



**WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
July 1st, 2025**

Mayor:

Brian Vincent

City Council:

Annette Judd, *Mayor Pro Tem*

Jerry Chatterton

Michele Swenson

Brad Lee

Trent Yarbrough

City Manager:

Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on July 1, 2025, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 832 4367 6597 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

EXCUSED: Kyle Laws, City Manager

VISITORS PRESENT: Debra Cornia, Shay Cornia, Ray Cornia, Rod Carter, Lola Carter, Michelle Day, Jim Spangler, Abby Spangler, Hunter Murray, Terry Harding and Michele Harding. No sign-in is required for those viewing online.

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

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – Provided updates from the Arts Council. She reported that several youth camps, including theater and music, would perform at the upcoming Party at the Point event. She also previewed plans for the fall Chalk Art Festival, noting that the Council was coordinating dates to avoid conflicts with local high school activities and fall break.

Council Member Chatterton – None

Council Member Lee – Reported on mosquito abatement activities, noting that Davis County had tested over 500 mosquito pools this season and found no West Nile Virus. He added that only one human case had been reported in the United States, in Arizona, and encouraged residents to remain cautious but reassured them that the district was actively monitoring and managing mosquito populations.

Mayor Vincent – None

5. **Communications from Staff**

Mr. Davis reported on upcoming events, including the Party at The Point Celebrations on July 3 and 4. He reminded the Council of the Movie in the Park scheduled for July 11, featuring "Cars 2," and the continuation of the Farmers Market on Fridays throughout the summer, with closure on July 24 for the Pioneer Day holiday. He also announced the annual Summer Social for the City Council, Planning Commission, and Staff scheduled for August 8.

In response to a question from Council Member Swenson, Mr. Davis confirmed that this month's Senior Luncheon would be held on July 15 at Loy Blake Park. The next City Council meeting will also be that same day, July 15, and Mr. Davis noted that the City Hall parking lot would be under construction during that meeting, and parking would be provided across the street at Monticello Academy, which had agreed to allow overflow parking.

6. Citizen Comment

No comments.

7. Recognition of the 2025 Woman of Honor and Grand Marshals – Mayor Brian Vincent

Mayor Vincent introduced Rod and Lola Carter as the 2025 Fourth of July Grand Marshals. He read a detailed biography of their lifelong service and contributions to the community, highlighting Rod's career at Hill Air Force Base, his service on the City's Board of Adjustments, and the couple's dedication to family, faith, and quiet service in the community. Together, they have lived in West Point since 1963, raised five children, and celebrated 65 years of marriage. The Council honored them with a plaque and gift basket, recognizing them as examples of humility, generosity, and leadership.

The Mayor then introduced Debbie Cornia as West Point's 2025 Woman of Honor. He described her as a lifelong resident of West Point, a beloved school librarian at West Point Elementary for 28 years, and a woman known for kindness, laughter, and genuine care for others. Her legacy includes decades of service in the church and community, devotion to her family, and a life centered on making others feel valued and loved. She was presented with a plaque in recognition of her service and impact.

The Mayor invited residents to see both the Carters and Ms. Cornia honored during the Fourth of July parade. He noted that recognizing citizens in this way is one of the most meaningful privileges of serving on the City Council. Council Members agreed.

8. Youth Council Update

Members of the West Point Youth Council provided an update on recent activities. They reported assisting with the Easter Egg Hunt in April, conducting leadership interviews in May, and holding an officer's leadership retreat that included team-building activities such as an escape room. The retreat concluded with a planning session to close out the 2024–25 Youth Council year.

The Youth Council also reported strong growth in participation, with approximately 20 students interviewing for leadership roles this year compared to much lower numbers in past years. Families that had previously stepped away from participation were beginning to return, and momentum for the program was increasing.

Mayor Vincent and the Council thanked the Youth Council members for their service, noting the positive impact of their volunteerism. Council Member Swenson confirmed that the Youth Council would assist at the Kids Corner during the Fourth of July celebration and also participate in the parade.

9. Consideration of Approval of the Minutes from the May 6th, 2025 City Council Meeting

Council Member Chatterton motioned to approve the minutes

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

10. Decision to Deny or Accept for Further Consideration the "Allen Subdivision & Adjoining Properties" Annexation Petition – Ms. Casey Arnold

Ms. Arnold presented the Annexation Petition titled the “Allen Subdivision and Adjoining Properties,” submitted to the City on June 12, 2025. The Petition includes three parcels totaling approximately 19 acres near 5000 West and 1800 North, commonly referred to as “Pig’s Corner.” Two of the three property owners had signed the Petition in favor of annexation.

Ms. Arnold outlined the annexation process under Utah State Code, clarifying that the Council’s action at this meeting is only to either deny the petition outright or accept it for further consideration. Acceptance does not indicate approval but simply allows the process to continue. She reviewed the steps that would follow if accepted, including certification by the Recorder within thirty days, notification to affected entities, a thirty-day protest period, and ultimately a public hearing before any final action. She emphasized that in this case, valid protests would be limited to affected entities, as no properties in the area meet the statutory thresholds for individual property owner protests.

Council Members asked questions to clarify the process. Council Member Judd confirmed that if no decision was made at this meeting, the petition would be deemed accepted by default under state code.

Council Member Lee stressed the importance of clarifying for residents that the City does not solicit annexation petitions; rather, they are initiated by property owners. Ms. Arnold confirmed that state law allows cities to initiate annexations only in very limited circumstances, and that this petition was entirely property-owner driven.

The Council had no further questions.

Council Member Chatterton motioned to accept the petition for further consideration

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

11. Consideration of a Contract with Holbrook Asphalt for Seal Coating – Mr. Boyd Davis

Mr. Davis presented a contract with Holbrook Asphalt to apply an HA5 seal coat over recently completed chip seal roads. The areas included in this contract for the treatment would cover 300 North between 4500 West and 5000 West, 4000 West between 800 North and 1300 North, and 1300 North from 4000 West to 3000 West. Mr. Davis explained that the HA5 process extends the life of collector roads, provides a durable finish, and maintains a dark black surface that holds striping well.

Council Member Swenson inquired about the timing of the project given ongoing construction on 1300 North and raised concerns about access for residents near the Kirkman property subdivision. Mr. Davis explained that the work was anticipated for mid-to-late July and would require a full 24-hour road closure while curing. Detours would be established, door-to-door notices distributed, and for affected homes on 1300 North, a temporary shuttle system may be used. He acknowledged the inconvenience but emphasized the long-term benefit to the City’s infrastructure.

Council Member Chatterton asked about the section of 3500 West to 3000 West, and Mr. Davis confirmed that portion had already received chip seal in cooperation with Syracuse City and would be included in the warranty.

The Council had no further questions or concerns.

Council Member Yarbrough motioned to approve the contract for \$148,110.33

Council Member Lee seconded the motion.

In Favor: All

Opposed: None

The Council unanimously agreed

12. Consideration of Approval to Remove the Wildfire Estates Subdivision Phase 3 from Warranty – Mr. Boyd Davis

Mr. Davis presented the request to remove Phase 3 of the Wildfire Estates Subdivision from warranty, located at approximately 50 South and 4500 West. He explained that the subdivision had completed the standard two-year warranty period following its final acceptance and all improvements were inspected by the Public Works Inspector. He confirmed that all punch list items were completed, fees paid, and inspections finalized.

The Council had no questions or concerns.

Council Member Judd motioned to remove Phase 3 from warranty

Council Member Swenson seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

13. Consideration of Approval to Place the Craythorn Homestead Subdivision Phase 5 on Warranty – Mr. Boyd Davis

Mr. Davis stated that this subdivision, located at 4375 West along SR-193, is ready to be placed on a one-year warranty. He explained that all improvements had been completed and inspected. Phase 5 was ready for warranty ahead of Phase 4, which still had outstanding issues.

Council Member Swenson asked about weeds along the SR-193 park strip, and Mr. Davis noted that the area is maintained by the subdivision HOA and that Code Enforcement was already addressing the issue.

The Council had no further discussion.

Council Member Yarbrough motioned to place Phase 5 on warranty

Council Member Chatterton seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

14. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn

Council Member Swenson seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2025:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER