



**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
OCTOBER 21st, 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/81715162722> » Telephone: 1(669) 900-6833 – Meeting ID: 817 1516 2722

ADMINISTRATIVE SESSION – 6:30 PM

1. Discussion Regarding Employee Health Insurance Renewal – Mr. Kyle Laws [pg. 4](#)
2. Discussion Regarding a Quit Claim Deed to UDOT for Property for the West Davis Highway Project – Mr. Boyd Davis [pg. 6](#)
3. Discussion Regarding Mosquito Abatement District Davis's Proposed Tax Increase – Mr. Kyle Laws
4. 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. Consideration of Resolution No. 10-21-2025A, Granting an Easement for Davis & Weber Counties Canal Company – Mr. Boyd Davis [pg. 7](#)
8. Consideration of Resolution No. 10-21-2025B, Approving a Project Reimbursement Agreement with Davis County for the 700 S Road Project – Mr. Boyd Davis [pg. 13](#)
9. Consideration of Resolution No. 10-21-2025C, Approving an Amended Project Reimbursement Agreement with Davis County for the 300 N Road Project – Mr. Boyd Davis [pg. 20](#)
10. Consideration of Approval of a Contract with Andersen Asphalt for Crack Sealing Project – Mr. Kenny England [pg. 24](#)
11. Motion to Adjourn the General Session

Posted this 16th day of October, 2025:

Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above October 21, 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: **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 the Rezone Request and Development Agreement for 3900 W 300 N (Leavitt) - Mrs. MacDonald

General Session – 7:00 pm

1. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers
2. Consideration of Approval of Resolution No. **, Accepting the Purchase Offer from UDOT for an Easement for the West Davis Highway – Mr. Boyd Davis
3. Consideration of Approval of Resolution No. **, Approving a Development Agreement for Property at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald
 - a. **Public Hearing**
 - b. **Action**
4. Consideration of Approval of Ordinance No. **, Rezoning Property at 3900 W 300 N – Mrs. Bryn MacDonald

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

Date: **01/05/2026**
Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. **, Appointing West Point City Council Members to Serve on Local District Boards – Mayor
2. Consideration of Approval of Resolution No. **, Approving Appointment of Mayor Pro Tempore – Mayor

ATTENDANCE NOTES:

December 2nd – Michele and Annette Absent

PENDING & PERIODIC ITEMS

Administrative Session

1. Quarterly Financial Report – 2nd meeting of the 2nd month after quarter ends (2nd months are February, May, August, November)
2. Code Enforcement Update – May and November
3. Sheriff's Office Quarterly Updates – 1st meeting in March, June, September, December
4. Discussion Regarding Weber Basin Water's Water Exaction Ordinance – Mr. Boyd Davis
5. Consideration of Approval of Ordinance No. **, Adopting an Amended Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
 - a. **Public Hearing**
 - b. **Action**



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
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY

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

JANUARY

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

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

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

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

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

SEPTEMBER

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

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

SUN	MON	TUE	WED	THU	FRI	SAT
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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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
24-25	ANNUAL FALL CLEAN-UP
28	Council/Staff Lunch - 11:30 AM

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
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NOVEMBER

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

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

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

DECEMBER

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

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

*AS OF March 1, 2025

CITY COUNCIL STAFF REPORT

Subject: 2026 Health/Dental Insurance Renewal
Author: Kyle Laws
Department: Executive
Meeting Date: October 21, 2025



Background

Each year we are presented with the renewal for employee health insurance. Once we get the renewal from PEHP, our insurance broker, Keyes Insurance Services, Inc., puts together a package showing how our plan lines up with other insurance providers in the market. We do this each year to make sure there aren't better options out there.

Analysis

As mentioned above, the City's current health insurance provider is PEHP, and the renewal this year to stay with our existing plan for medical insurance is 6.3%. This current plan is a high deductible plan with a Health Savings Account (HSA). The current premium share with employees is 90/10, with the City paying 90% and the employee paying 10%. The City also contributes \$5,000 per year to employees with family coverage and \$2,500 per year for individual coverage to the employees' HSA. The dental insurance renewal has a 1.9% increase. The table below summarizes the health insurance plan:

	PEHP	
	Current - STAR Opt 4	
	In - Network	Out-Of-Network
DEDUCTIBLE		
Per Person	\$2,500	
Per Family	\$5,000	
OUT-OF-POCKET MAX		
Per Person	\$2,500	
Per Family	\$5,000	
LIFETIME PLAN MAXIMUM	Unlimited	
PROFESSIONAL OFFICE SERVICES		
OFFICE VISITS PCP	Covered 100% AD	20% AD
OFFICE VISITS SCP	Covered 100% AD	20% AD
HOSPITAL SERVICES		
HOSPITALIZATION		
Inpatient	Covered 100% AD	20% AD
Outpatient	Covered 100% AD	20% AD
EMERGENCY ROOM	Covered 100% AD	
URGENT CARE	Covered 100% AD	20% AD
OTHER BENEFITS		
PREVENTATIVE CARE	Covered 100%	20% AD
Routine exams, hearing		
MENTAL / DRUG		
Office Visit	Covered 100% AD	20% AD
Inpatient	Covered 100% AD	20% AD
PRESCRIPTION DRUGS	Covered 100% AD	
Generic / Brand Name / Non Preferred		

The total annual cost went up by approximately \$20,000. As we went through the budget process in June we budgeted for a 12% increase knowing that we wouldn't just take a 12% increase without looking at other options. So, the impact to the City budget is significantly less than was budgeted.

There were a few renewal options provided by Keyes. These options would have increased our renewal by 10%-50%, and would have significant plan changes, including different hospitals and clinics. There was one plan that was no increase, but it would be a major plan change with significantly higher out-of-pocket maximums and would require a switch to a different hospital network. With a relatively low renewal on

the existing plan, it would be my recommendation to avoid plan changes and accept the 6.3% increase to medical and 1.9% increase to dental and keep our plan the same.

Recommendation

Having seen the results from bidding out our insurance, my recommendation is to stay with the current plan with PEHP, resulting in a 6.3% increase to medical and 1.9% increase to dental insurance.

Significant Impacts

The impact of this decision is a savings to the budgeted amount for health insurance.

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: UDOT Quit Claim Deed – West Davis Highway
Author: Boyd Davis
Department: Engineering
Meeting Date: October 21, 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 an additional location where they need to acquire property to make room for the highway. The existing Cold Springs Road is in the path of the West Davis Highway and the right-of-way must be transferred to UDOT.

Analysis

Cold Springs Road is a dirt road located in a public right-of-way that was dedicated by a developer in 2007 as part of a proposed subdivision. Due to the economic downturn in 2008-2009, the subdivision never moved forward, but the dedicated road right-of-way remained. The new West Davis Highway will be constructed in this location and it makes sense to transfer that property to UDOT.

Although existing Cold Springs Road will be removed by the construction of the WDH, the City intends to relocate it to a new location adjacent to the West Davis Highway. UDOT is assisting in the relocation of Cold Springs Road by granting property to the City where the road can be relocated. There will be no cost to the City for the property that will be transferred.

Recommendation

No action required, this is for discussion only.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT

Subject: D&W Easement – Cold Springs Rd.
Author: Boyd Davis
Department: Engineering
Meeting Date: October 21, 2025



Background

At the last Council meeting, we had a brief discussion about the need to grant an easement to the Davis and Weber Canal Co. to help them solve an issue with UDOT regarding the payment for relocating a secondary water line for the West Davis Highway. The easement has been prepared and is ready for consideration by the City Council.

Analysis

The easement document, which is attached to this report, grants the Davis and Weber Counties Canal Co. ("D&W") the right to have a secondary water pipeline located in Cold Springs Road. The Cold Springs Road is a public right-of-way that was dedicated by a developer in 2007 as part of a proposed subdivision. Due to the economic downturn in 2008-2009, the subdivision never moved forward, but the dedicated road right-of-way remained.

Around the same time D&W constructed a secondary-water pond near the proposed subdivision and a new pipeline in Cold Springs Rd. It should be noted that D&W has the right to install pipelines in any public right-of-way within West Point City. This is expressly stated in the service contract with the City. There was no need for an additional easement.

Although there was no requirement for an easement at the time the pipeline was installed, UDOT has stated that if the pipeline is not in an easement they cannot help pay for the relocation of the pipeline. Therefore D&W is now requesting that an easement be granted for the sole purpose of meeting the requirements of UDOT and to avoid having to pay the full cost of the relocation, which would be passed on to the residents of West Point.

An easement and resolution have been prepared and are attached to this report. The following map also shows the section of Cold Springs road that is being discussed and where the pipeline is located.



Recommendation

Staff recommends the Council grants the easement by resolution.

Significant Impacts

None

Attachments

Resolution

Easement

**RESOLUTION NO. 10-21-2025A
A RESOLUTION GRANTING AN EASEMENT
TO THE DAVIS AND WEBER COUNTIES CANAL COMPANY
ALONG COLD SPRINGS ROAD**

WHEREAS, the Davis and Weber Counties Canal Company (“D&W”) has an existing pipeline in Cold Springs Road; and

WHEREAS, Cold Springs Road is a dedicated public right-of-way; and

WHEREAS, the fee of the parcels of a dedicated right-of-way are vested in the municipality, which is West Point City (“City”); and

WHEREAS, D&W, for their own purposes, has requested an easement to be granted to them within the Cold Springs right-of-way for the location of their pipeline; and

WHEREAS, the City is willing to grant an easement.

WHEREAS, the City Council has reviewed said easement 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 grants the Easement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

PASSED AND ADOPTED this 21st Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

WHEN RECORDED, MAIL TO:
Davies and Weber Counties Canal Company
138 North 1300 West
Sunset, Utah 84015

Perpetual Easement

West Point City, a body politic, **Grantor**, hereby GRANTS AND CONVEYS to Davis & Weber Counties Canal Company, a corporation, **Grantee**, at 138 North 1300 West, Sunset, Utah 84015, for the sum of \$10 and other good and valuable consideration, a perpetual, non-exclusive easement and right of way (“**Easement**”) for the installation, construction, re-construction, operation, inspection, maintenance, repair and replacement of a pipeline and related facilities, over, under, across and through the following described real property located in Davis County, State of Utah, as dedicated to West Point City by that certain Cold Springs Road Dedication Plat recorded on October 5, 2007, as Entry No. 2311639, in Book 4382, on Page 1058 with the Davis County Recorder:

See attached Exhibit A (“Easement Property”)

The Easement shall run with the Easement Property and shall be binding upon Grantor, and its successors, heirs and assigns.

IN WITNESS WHEREOF, Grantor has executed this Perpetual Easement by and through its duly-authorized representative as of October __, 2025.

GRANTOR:

West Point City

By: _____
Print Name: _____
Title: _____

STATE OF UTAH)
: ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of West Point City.

NOTARY PUBLIC
Residing at:_____

My Commission Expires:

EXHIBIT A
Legal Description for Easement Property

The Easement Property is located in Davis County, Utah and is more particularly described as:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°53'29" WEST 38.00 FEET; THENCE NORTH 00°53'18" EAST 29.71 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 74962.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°05'05" A DISTANCE OF 1419.07 FEET (CHORD BEARS NORTH 00°20'45" EAST 1419.04 FEET); THENCE NORTH 00°11'47" WEST 1153.27 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 291.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°49'24" A DISTANCE OF 141.31 FEET (CHORD BEARS NORTH 14°06'29" WEST 139.93 FEET); THENCE NORTH 28°01'11" WEST 1015.44 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 962.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°12'10" A DISTANCE OF 120.94 FEET (CHORD BEARS NORTH 31°37'16" WEST 120.86 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 88°55'03" A DISTANCE OF 23.28 FEET (CHORD BEARS NORTH 79°40'53" WEST 21.01 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°01'45" A DISTANCE OF 136.60 FEET (CHORD BEARS SOUTH 72°52'28" WEST 134.60 FEET); THENCE SOUTH 89°53'21" WEST 455.09 FEET TO A POINT ON THE EAST LINE OF THE FAIRWAYS BEYOND THE BLUFF SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 00°06'59" EAST ALONG SAID EAST LINE 60.00 FEET; THENCE NORTH 89°53'21" EAST 454.85 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32°35'13" A DISTANCE OF 96.69 FEET (CHORD BEARS NORTH 73°35'44" EAST 95.39 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 92°43'55" A DISTANCE OF 24.28 FEET (CHORD BEARS NORTH 10°56'10" EAST 21.71 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 1038.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°26'15" A DISTANCE OF 134.74 FEET (CHORD BEARS NORTH 31°42'40" WEST 134.65 FEET); THENCE NORTH 27°59'32" WEST 20.18 FEET; THENCE NORTH 89°58'56" EAST 80.58 FEET TO A POINT ON A 967.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG SAID ARC TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°52'41" A DISTANCE OF 149.84 FEET (CHORD BEARS SOUTH 33°28'30" EAST 149.69 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1033.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°53'39" A DISTANCE OF 178.39 FEET (CHORD BEARS SOUTH 32°58'01" EAST 178.16 FEET); THENCE SOUTH 28°01'11" EAST 1015.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 362.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°49'24" A DISTANCE OF 175.79 FEET (CHORD BEARS SOUTH 14°06'29" EAST 174.07 FEET); THENCE SOUTH 00°11'47" EAST 1153.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75033.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°05'05" A DISTANCE OF 1420.41 FEET (CHORD BEARS SOUTH 00°20'45" WEST 1420.39 FEET); THENCE SOUTH 00°53'18" WEST 28.74 FEET TO A POINT ON SECTION LINE; THENCE NORTH 89°53'29" WEST ALONG SAID SECTION LINE 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS - 328,070 SQ. FT. 7.53 ACRES



CITY COUNCIL STAFF REPORT

Subject: Davis County Grant for the 700 S Road Project Phase 2
Author: Boyd Davis
Department: Engineering
Meeting Date: October 21, 2025



Background

The City has been awarded another grant from Davis County for the reconstruction of 700 South from 4000 W to 4500 W. This is the second grant from Davis County that has been received for that road, the first for the east section from 3500 W to 4000 W, which is currently in the design phase. The agreement for the second grant has been approved by the City Council; however, the County has made a modification to the date on the agreement and has asked that the City Council re-approve the agreement by resolution.

Analysis

The agreement states that Davis County will reimburse the city for 80% of the project costs, up to a maximum of \$1,528,263. West Point must contribute 20%, up to a maximum of \$382,066. However, West Point City has also been the recipient of a grant through the Wasatch Front Regional Council (WFRC) that will cover the match. In turn, the Davis County grant will cover the match for the WFRC grant.

West Point City will be responsible for planning, design, and constructing the road project using our own funds and then request reimbursement from the County, but reimbursements can be made periodically throughout the project. The agreement gives other requirements that the city must abide by, such as following APWA standards for design and commencing the project within two years.

The amendment also changes the date that that project must be completed to December 31, 2029.

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

None

Attachments

Resolution
Agreement

RESOLUTION NO. 10-21-2025B

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT
BETWEEN WEST POINT CITY AND DAVIS COUNTY**

WHEREAS, West Point City, on or about July 12, 2024, submitted a Davis County Funding Application to the County for the 700 South Widening Project Phase 2; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application; and

WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of the Agreement; 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 Interlocal 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 21st Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal 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” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the 700 South Widening Phase 2 Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**

- 2.1. The City shall commence and complete the Project in a manner consistent with the Application on or before December 31, 2029; and

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
- 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
- 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
3. **The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$1,528,263.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
4. **Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$1,528,263.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty 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 thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. 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; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
8. **Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County’s officials, employees, agents, and other representatives (collectively, the “Indemnified Party”), against any and

all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The City's compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City's obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.

- 9. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
West Point City Attention: Boyd Davis 3200 W 300 N West Point, UT 84015	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. 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 Immunity Act.
- 12. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.
- 13. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 14. Employees Performing Services under This Agreement.** The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.
- 15. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States

Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

[This space is left blank intentionally. The signature page follows.]

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

WEST POINT CITY

Mayor

Dated: _____

ATTEST:

West Point City Recorder

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

West Point City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated: _____

CITY COUNCIL STAFF REPORT

Subject: Davis County Grant for 300 North Road Project
Author: Boyd Davis
Department: Engineering
Meeting Date: October 21, 2025



Background

The City received a \$3M grant from Davis County for the reconstruction of 300 N from 2000 W to 4000 W. We recently went back to Davis County and requested additional funding for a shared use path that will go on the north side of the road and will be built as part of the project. Davis County approved an additional \$1.2M for the trail and the City Council passed a resolution accepting that amount. However, the County had to make another modification to the date in the agreement and would like the City Council to approve a new resolution.

Analysis

The amended agreement states that Davis County will reimburse the city for 80% of the project costs, up to a maximum of \$4,200,000. West Point must contribute 20%, up to a maximum of \$1,050,000. Fortunately, the City also received a grant from the Wasatch Front Regional Council for the same project and the two grants can be used as matching funds for each other. West Point City will be responsible to plan, design, and construct the road project using our own funds and then request reimbursement from the County, but reimbursements can be done periodically throughout the project.

The amendment also changes the date that that project must be completed to December 31, 2029.

Recommendation

Staff recommends approval of the amended agreement by resolution.

Significant Impacts

None

Attachments

Resolution
Amended Agreement

RESOLUTION NO. 10-21-2025C

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL
COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT
BETWEEN WEST POINT CITY AND DAVIS COUNTY**

WHEREAS, West Point City is a recipient of grant funding from Davis County Funding for the 300 North Reconstruction and Widening Project; and

WHEREAS, the City has requested additional funding for a shared use patch that will be built along the north side of the road; and

WHEREAS, the County desires to amend the original agreement to include additional funding for the trail; and

WHEREAS, the City Council has reviewed said amendment 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 Amendment No. 1 to the Interlocal Cooperation Transportation Project Reimbursement 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 21st Day of October, 2025.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

This Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Amendment”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (“County”), and West Point City, a municipal corporation, body politic, and political subdivision of the State of Utah (“City”). The County and the City may be referred to collectively as the “Parties” in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Transportation Project Reimbursement Agreement, dated April 26, 2022 by the County, and identified in the County’s records as number 2022-192 (the “Agreement”).

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 2 of the Agreement is omitted and replaced with the following:
 - 2. The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project, not to exceed \$4,200,000.00, as such costs or expenses are identified in the Application, which Application is amended by Attachments 1 and 2 to Amendment No. 1 to this Agreement, but only upon all of the following being timely and completely satisfied by the City:
 - a. The City commences and completes the full scope of the Project in a manner consistent with the Application, as amended, on or before December 31, 2028; and
 - b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
2. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
3. The terms and conditions of the Agreement shall remain in full force and effect, except to the extent specifically modified by this Amendment.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

[Signature Page Follows]

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY By: _____ Lorene Minor Kamalu, Chair Board of Davis County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Davis County	WEST POINT CITY By: _____ Printed Name: _____ Title: _____ Date: _____ ATTEST: _____ Printed Name: _____ Title: _____ Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for West Point City
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CITY COUNCIL STAFF REPORT

Subject: Bid Award – Crack Sealing
Author: Kenny England
Department: Public Works
Meeting Date: October 21, 2025



Background

As part of our regular road maintenance, we plan to crack seal several streets. City Council approval is required for this contract prior to beginning work.

Analysis

The optimal time to do crack seals is in the spring or fall when the temperatures are cool causing asphalt pavement to shrink and opening cracks to their widest state. This allows the maximum amount of crack seal material to be placed in the cracks and prevents the material from splitting.

We plan to use Andersen Asphalt to do the work again this year. They have the same prices as the past three years. They are also now on the state contract, which means we can use them without going out to formal bid. They have done excellent work, and we recommend that we continue to use them. This year we plan to have them do \$115,000 in crack seal work.

Each year the Council budgets \$250,000 for street maintenance. This bid fits within that budget and leaves funds for other maintenance work that will be done.

Recommendation

Staff recommends approval of the contract with Andersen Asphalt for \$120,000.

Significant Impacts

None.

Attachments

Quote